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DECLARATION ESTABLISHING COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
GRIFFIN RANCH P.U.D. SUBDIVISION

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

This Declaration is made this 28th day of September, 1999, by GGA LIMITED LIABILITY CO., a Washington limited liability company qualified to do business in the State of Idaho (hereafter referred to as "Declarant"), with reference to the following facts:

RECITALS

A. The Declarant is the owner of the following described real property (the "Property"):

Lots 1, 2A, 3 and 4, GRIFFIN RANCH SUBDIVISION, Blaine County, Idaho, according to the official plat thereof recorded December 27, 1995, as Instrument No. 385534, and the Replat of Lots 2 and 5, Griffin Ranch Subdivision, recorded December 26, 1996, as Instrument No. 397686, records of Blaine County, Idaho.

B. The Property is subject to the Declaration Establishing Covenants, Conditions and Restrictions for Griffin Ranch Subdivision, the First Amendment to Declaration Establishing Covenants, Conditions and Restrictions for Griffin Ranch Subdivision, the Second Amendment to Declaration Establishing Covenants, Conditions and Restrictions for Griffin Ranch Subdivision, and the Third Amendment to Declaration Establishing Covenants, Conditions and Restrictions for Griffin Ranch Subdivision recorded in the records of Blaine County, Idaho December 27, 1995 as Instrument No. 385533, March 18, 1996 as Instrument No. 388137, September 26, 1996, as Instrument No. 394844, and October 14, 1998, as Instrument No. 419784, respectively (collectively the "Subdivision CCR's").

C. Sections 1.14, 1.18, 2.17, 6.05 and 8.04 and Article IX of the Subdivision CCR's provide for the resubdivision of the Property and the recording of a supplemental declaration of covenants, conditions and restrictions encumbering the Property. This Declaration shall be that supplemental declaration and, with respect to those portions of the Property made subject to the provisions of this Declaration by recording a Plat in the records of Blaine County, Idaho as provided in Article 2 of this Declaration, shall supersede all of the provisions and restrictions of the Subdivision CCR's unless otherwise stated herein.

D. Blaine County has approved the resubdivision of the Property into the Griffin Ranch P.U.D. Subdivision (the "PUD"), a planned unit development, pursuant to and in accordance with the requirements of Chapter 6 of Title 10 of the Blaine County Code. Declarant and Blaine County have entered into a Development Agreement, dated April 28, 1998, and recorded May 8, 1998 as Instrument No. 414013, records of Blaine County, Idaho (the "Development Agreement"), all of the terms and conditions of which are incorporated herein by this reference, to provide for the orderly construction and development of the PUD in three phases. The Property shall be held, sold, used

and conveyed subject to the easements, restrictions, covenants and conditions of this Declaration and the Development Agreement, which shall run with title to the Property and be binding upon all persons having any right, title or interest in or to any portion of the Property, their heirs, successors and assigns, and shall inure to the benefit of the owner of any portion of the Property.

ARTICLE 1 - DEFINITIONS

1.1 "Agricultural Setback" shall mean the two hundred fifty (250) foot setback area along the southern boundary of the PUD as depicted on the Preliminary Plat.

1.2 "Articles" shall mean the Articles of Incorporation of the PUD Association which have been filed in the office of the Secretary of the State of Idaho, as amended from time to time.

1.3 "Board" shall mean the Board of Directors of the PUD Association.

1.4 "Bylaws" shall mean the Bylaws of the PUD Association which have been or shall be adopted by the Board, as such Bylaws may be amended from time to time.

1.5 "Common Area" shall mean Parcels A, B, C1, C2, D, E, F, G, H, I and J and all private roads as shown on the Preliminary Plat.

1.6 "Declarant" shall mean GGA, LIMITED LIABILITY CO., a Washington limited liability company registered to do business in the State of Idaho, or any person, persons, entity or entities to whom the rights of the Declarant under this Declaration are specifically transferred by the Declarant.

1.7 "Domestic System" shall mean the central domestic water system providing water for potable, domestic purposes as described in Article 7.

1.8 "DRC" shall mean the Design Review Committee established under Article 8 of this Declaration.

1.9 "Guidelines" shall mean the Griffin Ranch PUD Subdivision Design Guidelines appended to this Declaration as Exhibit A.

1.10 "Improvement" shall mean all things constructed upon, above, or below the Property and appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning, irrigation devices, antennae, sport courts, satellite dishes, and water softener fixtures or equipment, whether temporary or permanent, fixed or removable. Improvement shall also mean any excavation or fill for any purpose and any diversion dam, ditch, fill, or other device which affects or alters the natural or existing flow of water.

1.11 "Irrigation and Fire Protection System" shall mean the central system to divert and

deliver water to the Lots and Common Area within the PUD and to the lots within the Subdivision for irrigation and fire protection purposes as described in Article 7.

1.12 "Joint Operating Agreement" shall mean the written agreement between the PUD Association and the Subdivision Association to own, operate, maintain, repair and improve the Irrigation and Fire Protection System, together with all easements and equipment associated with such System, and to own, maintain, repair and improve the private portion of Griffin Ranch Road.

1.13 "Lot" shall mean a portion of the PUD which is a separate, legally described parcel of real property, or is designated as a Lot on the Preliminary Plat or any Plat affecting the Property, whether or not improved. Lot shall not mean or include any Common Area or open space designated on the Preliminary Plat or any Plat.

1.14 "Lot 16" shall mean Lot 16, Block 2 of the PUD as shown on the Preliminary Plat.

1.15 "Member" shall mean any person who is a Member of the PUD Association.

1.16 "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title of any of the Lots and includes contract buyers but excludes those having such interest merely as security for the performance of an obligation.

1.17 "Phase 1" shall mean Lot 16, Block 2, Lots 35 through 48, Parcels C1, C2, E and J Block 4, and Lots 49 through 54, Block 5, as shown on the Preliminary Plat and the Phase 1 Plat.

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

1.19 "Phase 2" shall mean Lots 1 through 4, and Parcel A, Block 1, Lots 5 through 7, 21 through 25 and Parcels D and G, Block 2, and Lots 26 through 34 and Parcels B and F, Block 3, as shown on the Preliminary Plat.

1.20 "Phase 3" shall mean Lots 8 through 15 and 17 through 20, and Parcels H and I, Block 2, as shown on the Preliminary Plat.

1.21 "Plat" shall mean an official final plat of a phase of the PUD recorded in the records of Blaine County, Idaho.

1.22 "Preliminary Plat" shall mean the preliminary plat of the PUD approved by the Blaine County Commissioners, a copy of which is appended hereto as Exhibit C.

1.23 "Property" shall mean all of the land included in the PUD, the legal description of which is set forth above in the Recitals.

1.24 "PUD" shall mean Griffin Ranch P.U.D. Subdivision, as shown and depicted on the Preliminary Plat.

1.25 "PUD Association" shall mean Griffin Ranch P.U.D. Subdivision Homeowners Association, a nonprofit corporation organized under the laws of the State of Idaho and composed of the Owners of the Lots.

1.26 "Subdivision" shall mean Griffin Ranch Subdivision, Blaine County, Idaho, according to the official plat thereof recorded December 27, 1995, as Instrument No. 385534, records of Blaine County, Idaho.

1.27 "Subdivision Association" shall mean the Griffin Ranch Homeowners Association, a nonprofit corporation organized under the laws of Idaho whose members are the owners of lots within the Subdivision.

1.28 "Water Systems" shall mean the Domestic System and Irrigation and Fire Protection System.

ARTICLE 2 - PLANNED UNIT DEVELOPMENT PHASING

As more fully described in the Development Agreement, the PUD shall be developed in three Phases (Phase 1, Phase 2 and Phase 3, as defined above). Except as hereinafter provided for Lot 16 and Lots 1A and 2B as shown on the Phase 1 Plat, those portions of the Property within a Phase shall become subject to the provisions of this Declaration only upon the recording of the Plat for that Phase in the records of Blaine County, Idaho. Prior to the date of recording of a Plat for a Phase, those portions of the Property within that Phase shall remain subject to all of the provisions of the Subdivision CCR's and the Owners of any Lots within such portions of the Property shall be Members of the Subdivision Association. Lot 16 shall not at anytime become subject to the provisions of this Declaration but, instead, shall remain subject to all of the provisions of the Subdivision CCR's and the Owner of Lot 16 shall be a Member of the Subdivision Association. Unless and until Lots 1A and 2B as shown on the Phase 1 Plat are further subdivided in Phases 2 and 3, such Lots shall not be subject to the provisions of this Declaration, but, instead, shall remain subject to all of the provisions of the Subdivision CCR's and the Owners of such Lots shall be Members of the Subdivision Association. Nothing in this Declaration shall be construed to require Declarant to develop and record Plats for Phase 2 or Phase 3. Declarant does not, by this Declaration or otherwise, make any representation that Phase 2 or Phase 3 of the PUD shall be developed.

ARTICLE 3 - USE REGULATIONS AND RESTRICTIONS

3.1 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 8 as shown on the Preliminary 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 and 7, Block 2, and the western property line of Lot 8, Block 2, as shown on the Preliminary Plat; (4) twenty-five (25) feet from all other lot lines within the PUD. All residential and agricultural structures shall be constructed and located within the designated building envelopes

as depicted on the Plat for that Lot. No such building envelope shall be changed unless a change is made necessary by a *force majeure*. The term "*force majeure*" shall mean fire, the elements, acts of God, and decisions or inaction or interference by another governmental authority or other third person, riots, labor strife, material shortages, or any other cause which is beyond the control of the party obligated to perform..

3.2 Access driveways shall be limited to one per Lot and, unless otherwise required by the Wood River Rural Fire Department, be constructed of not less than twelve (12) feet and not more than twenty (20) feet wide driving surface, intersecting the roadway at a ninety (90) degree angle, plus or minus twenty (20) degrees. No driveway shall be constructed closer than ten (10) feet to a side property line shared with another Lot except those Lots on cul-de-sacs, which driveways may be ten (10) feet from the side property line. No "over the drive" entry sign/gate elements shall be allowed. Functional gates compatible with the post and pole fence design are allowed with a maximum height of the side support poles of ten (10) feet.

3.3 The total gross living area of any primary residence located on any Lot, exclusive of decks, open porches, carports and garages, shall be restricted as follows: (a) not less than one thousand six hundred (1,600) square feet and not greater than three thousand five hundred (3,500) square feet for any Lot less than two (2) acres in size, (b) not less than one thousand eight hundred (1,800) square feet and not greater than four thousand five hundred (4,500) square feet for any Lot equal to or greater than two (2) acres in size, but less than four (4) acres in size, and (c) not less than two thousand (2,000) square feet and not greater than seven thousand five hundred (7,500) square feet for any Lot equal to or greater than four (4) acres in size. No more than 33.3% of the total gross habitable floor area of any primary residence may be constructed on a second story. While full subgrade basements with window wells are allowed where soils conditions warrant, no building shall be built in a "daylight" basement configuration where one or more exterior walls of the basement floor is fully or partially exposed with windows or doors to the exterior. No building shall exceed a height of thirty (30) feet.

3.4 Except as otherwise provided in this Section 3.4, all Lots shall be improved and used solely for residential use. Any Lot equal to or greater than two (2) acres in size may also be improved and used for agricultural use in conjunction with the residential use, as such terms are defined by the applicable zoning ordinances of Blaine County, Idaho. Any Lot may also be irrigated in its entirety or in part by Declarant or the PUD Association as provided by Section 7.4, below. Lots owned by Declarant or its nominee may be used for development of temporary or semi-permanent construction/sales offices for the purpose of coordinating Improvements and selling Lots. No more than one (1) single family dwelling and no detached outbuildings shall be located on a Lot less than two (2) acres in size. No more than one (1) single family dwelling and two (2) detached outbuildings shall be located on a Lot equal to or greater than two (2) acres in size. Such outbuildings may include guest houses or caretakers quarters, or both, subject to the restrictions of the Blaine County Zoning Ordinance. 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 12, 13, 14 and 15). Barns or similar livestock structures shall not exceed thirty (30) feet in height. The Blaine County zoning ordinance definition for "building height" shall apply to all construction.

3.5 No trailer or garage shall be used as a temporary or permanent residence nor shall any residential structure be moved onto the PUD from any other location. When the erection of any structure is begun, the work thereon must be prosecuted diligently, and said structure including landscaping must be completed within eighteen (18) months.

3.6 All fences shall be of post-and-pole design with optional sheep wire fence (located inside the post-and-pole fence) for the containment of animals or children. All fences in all areas of the PUD above the 25% slope line as depicted on the Preliminary Plat, and 25% of the fencing on the northern and southern property lines of all Lots in the PUD, shall not exceed forty-two (42) inches in height and shall have a bottom rail no lower than eighteen (18) inches in height to reduce their impact on wildlife migration. No other fences erected in the rear, side or front yard setbacks of any Lot in the PUD shall exceed six (6) feet in height.

3.7 No motor home, house trailer, camper, boat, snowmobile, jet ski, ATV, motorcycle or other recreational vehicle of any kind shall be kept on a Lot in excess of fifteen (15) days within a calendar year except within an enclosed building. This provision does not apply to horse trailers. No commercial or industrial trucks, trailers or vehicles shall be stored or parked on any Lot or on any of the roads fronting on any Lot except within garages or in conjunction with residential deliveries or the transportation of animals.

3.8 No sign of any kind shall be displayed to the public view on any Lot except as permitted by the Guidelines.

3.9 Should delivery conditions or regulations dictate that there be free standing newspaper receptacles or mail boxes, the type of box or cluster arrangement shall be determined or approved by the DRC and rules for maintenance established by the PUD Association.

3.10 No Lot shall be used or maintained as a dumping ground for rubbish, machinery, equipment or motor vehicles. Trash, garbage or other waste shall not be kept except in containers or other equipment for temporary storage. Such containers shall be kept in a clean and sanitary condition and shall not be exposed to public view other than as required on the day of pickup by a contracted trash hauler.

3.11 No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at a sufficient height to prevent obstructions of such sight-lines.

3.12 No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All

Lots and Improvements shall be kept and maintained by the Owner thereof in a clean, safe, attractive and slightly condition and repair. The PUD is not only surrounded by active and productive agricultural land, but includes active and productive land as Parcels D and E. Each Owner, by acceptance of the deed to his Lot, represents and acknowledges that he is aware that agricultural practices and operations, including livestock grazing, occurring day and night are allowed on such lands and may involve or result in dust, odors, use and application of agricultural chemicals, including herbicide and pesticide spraying, ground preparation, harvesting, etc. In addition, the roads accessing this property are used by agricultural vehicles. Such practices and uses are normal functions on agricultural lands and not considered nuisances.

3.13 No vehicle repairs shall be permitted on any streets or driveways. Parking on any of the public or private roads within the PUD is prohibited.

3.14 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. No other farm animals or livestock may be kept on any Lot. Dogs when outside must at all times be in an enclosed yard, kennel, leashed, or under the Owner's supervision.

3.15 Satellite dishes for the reception of audio or video signals are permitted. However, satellite dishes larger than 24 inches in diameter must be screened from the view of other Lots and such screening must first be approved by the DRC. All other utility installations upon any Lot shall be installed and maintained below the surface of the ground. All proposed designs for solar energy collection and storage systems must first be approved by the DRC. No above ground tanks for the storage of gas, diesel, propane or other substances are permitted unless screened from the view of adjoining properties by structures approved by the DRC. No underground storage tanks of any kind shall be permitted within the PUD.

3.16 No activities shall be conducted on any Lot and no improvements constructed thereon which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon or within the PUD, no open fires shall be lighted or permitted on any Lot, except that on a Lot equal to or greater than two (2) acres in size, such open fires are permitted (i) within barbeque pits for the purpose of preparing food or (ii) in the normal course of agricultural operations in compliance with any applicable federal, state or local statutes, ordinances, regulations or other laws.

3.17 No Lot or Common Area may be further subdivided.

3.18 Each Owner shall be responsible for controlling noxious weeds on his Lot as required by State and Blaine County laws and regulations. Mowing and manual removal are the recommended methods of control.

ARTICLE 4 - THE PUD ASSOCIATION

4.1 Association. The PUD Association is a nonprofit Idaho corporation charged with the duties and vested with the powers prescribed by law and set forth in its Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall, for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.2 Membership.

4.2.1 Qualifications. Each Owner (including Declarant), except the Owner of Lot 16, as provided in Article 2, by virtue of being an Owner of a Lot within a Phase of the PUD for which a Plat has been recorded in the records of Blaine County, Idaho, and for so long as he is such an Owner, shall be deemed a Member of the PUD Association.

4.2.2 Transfer of Membership. The PUD Association Membership of each Owner (including Declarant) shall be appurtenant to said Lot and shall not be transferred, pledged, or alienated in any way except upon the transfer of legal and equitable title to said Lot, and then only to the transferee of such title. Any attempt to make a prohibited transfer shall be void. Any transfer of legal and equitable title to said Lot shall operate automatically to transfer said Membership to the new Owner thereof.

4.3 Voting.

4.3.1 Number of Votes. The PUD Association shall have two classes of voting Membership:

Class A. Class A Members shall consist of all Owners of Lots within Phases of the PUD for which the Plat has been recorded in the records of Blaine County, Idaho, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. Declarant shall become a Class A Member with regard to Lots owned by Declarant upon the conversion of Declarant's Class B Membership to Class A Membership as provided below. The Owner of each Lot may, by notice to the PUD Association and signed proxy, designate a person (who need not be an Owner) to exercise the vote for such Lot. Said proxy shall be revocable at any time by notice to the PUD Association by the Owner. Such proxy may be granted or revoked by the guardian of an Owner's estate or by his conservator, or in the case of a minor having no guardian, by the parent entitled to his custody, or during the administration of an Owner's estate, by his personal representative or administrator where the latter's interest in said property is subject to administration in his estate.

Class B. The Class B Member shall be Declarant. Declarant shall be entitled to five (5) votes for each Lot owned by Declarant in phases of the PUD for which the Plat has been recorded in the records of Blaine County, Idaho. In the event Declarant sells those lands which may be developed into Phase 2 or Phase 3 prior to recording the Plat for such Phase, Declarant, in its sole discretion, may assign to the purchaser of such lands the right to be the Class B Member for Lots within such Phases. If Declarant, in its sole discretion, elects not to assign such right, there shall not be a Class B Membership for any Lot within such Phase or Phases. The Class B Membership for Lots owned by Declarant within each Phase of the PUD shall cease and be converted to Class A Membership on the last to occur of the following events:

- (1) When the total votes outstanding in the Class A Membership for Lots within such Phase exceeds the total votes outstanding in the Class B Membership for Lots within such Phase, or
- (2) Five (5) years from the date of recording the Plat for such Phase in the records of Blaine County, Idaho.

4.3.2 Joint Owner Disputes. The vote for each such Lot shall, if at all, be cast as unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they are acting with the authority and consent of all other Owners of the same Lot.

4.3.3 Cumulative Voting. In any election of the Members of the Board, every Owner (including Declarant) entitled to vote at such an election shall have the right to cumulate his votes and give one candidate, or divide among any number of the candidates, a number of votes equal to the number of votes to which that Owner is entitled in voting upon other matters multiplied by the number of directors to be elected. The candidates receiving the highest number of votes, up to the number of the Board Members to be elected, shall be deemed elected.

4.4 Board and Officers. The affairs of the PUD Association shall be conducted by the Board and such officers as the Board may elect or appoint, in accordance with the Articles and the Bylaws, as the same may be amended from time to time. The initial Board of the PUD Association shall be designated in the Articles and shall hold office until the first annual meeting, at which time a new Board may be elected in accordance with the provisions set forth in the Bylaws.

4.5 Powers and Duties of the PUD Association.

4.5.1 Powers. The PUD Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the PUD Association under this Declaration, the Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to the proper management and operation of the PUD Association Easements and the performance of the other responsibilities herein assigned, including without limitation:

4.5.1.1 Assessments. The PUD Association shall have the power to levy Assessments on the Owners of Lots and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

4.5.1.2 Right of Enforcement. The PUD Association shall have the power and authority from time to time in its own name, on its own behalf or in behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach

or threatened breach of this Declaration or the Articles or the Bylaws, including the PUD Association Rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise, all provisions hereof.

4.5.1.3 Delegation of Powers. The PUD Association shall have the authority to delegate its power and duties to committees, officers, employees, or to any Person, firm or corporation to act as manager, and to contract for the maintenance, repair, replacement and operation of the PUD Association Easements. Neither the PUD Association nor the Members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

4.5.1.4 PUD Association Rules. The PUD Association shall have the power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the PUD Association deems reasonable (the "PUD Association Rules"). The PUD Association Rules shall govern the use of the PUD Association Easements and any Common Areas within the PUD owned or controlled by the PUD Association, by the Owners, by the families of the Owners, or by an invitee, licensee, lessee, or contract purchaser of an Owner; provided, however, that the PUD Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or the Bylaws. A copy of the PUD Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery and posting, said Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between any such PUD Association Rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the PUD Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

4.5.1.5 Emergency Powers. The PUD Association or any Person authorized by the PUD Association may enter upon any Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the PUD Association.

4.5.1.6 Licenses, Easements and Rights-of-Way. The PUD Association shall have the power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the PUD Association Easements as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of the health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining public or quasi-public utilities, facilities or other improvements.

4.5.1.7 Legal and Accounting Services. The PUD Association shall have the power to retain and pay for legal and accounting services necessary or proper for the operation of the PUD Association, enforcement of the provisions of this Declaration and the PUD Association Rules, or performance of any other duties or rights of the PUD Association.

4.5.2 Duties of the PUD Association. In addition to powers delegated to it by the Articles, without limiting the generality thereof, the PUD Association or its agent, if any, shall have the obligation to conduct all business affairs of common interest to all Owners, and to perform the duties described below.

4.5.2.1 Operation and Maintenance of the PUD Association Easements and Common Areas. The PUD Association shall operate, maintain and otherwise manage or provide for the operation, maintenance and management of the PUD Association Easements and any Common Areas within the PUD owned or controlled by the PUD Association, including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired (by easement or otherwise) by the PUD Association;

4.5.2.2 Insurance. Unless otherwise determined by the Board, the PUD Association shall obtain, from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect the following policies of insurance:

(a) Fire insurance covering those risks embraced by coverage of the type now known as "all risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment and fixtures located within the PUD Association Easements and any Common Areas within the PUD owned or controlled by the PUD Association;

(b) Comprehensive public liability insurance insuring the Board, the PUD Association, the Declarant and the individual Owners and agents and employees of each of the foregoing against any liability incident to the use of the PUD Association Easements and any Common Areas within the PUD owned or controlled by the PUD Association, with limits of liability as follows: not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and property damage.

(c) Full coverage directors and officers liability insurance with a limit of One Million Dollars (\$1,000,000);

(d) Such other insurance, including workmen's compensation insurance, to the extent necessary to comply with all applicable laws, and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the PUD Association functions or to insure the PUD Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

The PUD Association shall be deemed trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith. In the event of damage to or destruction of the property of the PUD Association, or any part thereof, the PUD Association shall repair or replace the same from the insurance proceeds payable to it by reason of such damage or destruction. If any such damage or destruction was insured against and the repair or replacement of the property damaged or destroyed,

the PUD Association may make a Special Assessment in accordance with the provisions of this Declaration, to cover the additional cost of the repair or replacement not covered by the insurance proceeds. Such Special Assessment is not in addition to any other Regular Assessments made against Owners and is subject to the rules herein relating to Special Assessments. If any damage or destruction is caused by a casualty not insured against, then the repair or reconstruction shall be accomplished in the manner provided by a written agreement approved by the majority vote of the Owners after the plans for any repairs or reconstruction have been approved by the PUD Association. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the PUD Association.

4.5.2.3 Design Review Committee. The PUD Association shall elect, replace and remove Members of the Design Review Committee, subject to the provisions of this Declaration.

4.5.2.4 Enforcement of Restrictions and Rules. The PUD Association shall perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration and the PUD Association Rules, if any.

4.6 Personal Liability. No Member of the Board, or any committee of the PUD Association, or any officer of the PUD Association, or the Declarant, or any Member of the DRC, or the manager of the PUD Association, if any, shall be personally liable to any Owner, or to any other party, including the PUD Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error or negligence of the PUD Association, the Board, the manager, if any, or any other representative or employee of the PUD Association, the Declarant or the DRC, or any other committee, or any officer of the PUD Association, or the Declarant, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct. The PUD Association shall, at its expense, defend any of the above-named persons or entities against any claim or cause of action for which the defendant is exempt from liability pursuant to this Section 4.6.

4.7 Financial Statements. Within ninety (90) days after the close of each fiscal year, the PUD Association, or its agent, shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the PUD Association's fiscal year and an annual operating statement reflecting the income and expenditures of the PUD Association for its fiscal year.

ARTICLE 5 - ASSESSMENTS

5.1 Covenant to Pay Assessments. Except for the Owners of those Lots not subject to the provisions of this Declaration as provided in Article 2, each Owner hereby, and by acceptance of a deed to a Lot within a Phase for which the Plat has been recorded in the records of Blaine County, Idaho, covenants and agrees to pay when due all Regular and Special Assessments or charges made by the PUD Association. Such Assessments, together with interest, costs and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal

obligation of the Owner of such Lot at the time the Assessment fell due. The personal obligation of an Owner for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them.

5.2 Regular Assessments. Regular Assessments against Lots within a Phase for which the Plat has been recorded in the records of Blaine County, Idaho shall commence on the first day of the first month following the closing of the first sale of a Lot for such Phase (the "Initiation Date"). From and after the Initiation Date until January 1 of the calendar year immediately following the Initiation Date, there shall be assessed against each Lot a Regular Assessment per Lot as determined by the PUD Association. Not less than thirty (30) nor more than sixty (60) days prior to the beginning of each calendar year following the Initiation Date, the Board shall estimate the total amount of funds necessary to defray the expenses of the PUD Association and shall assess the Owner of each Lot subject therein in December of each year for the following year. Said Assessment shall be pro-rated in accordance with the total number of Lots which are subject to Assessment by such Association. Regular Assessments shall include an amount allocated to an adequate reserve fund which is to be established for maintenance and repairs of and replacement of any Improvements to the PUD Association Easements and any Common Areas within the PUD owned or controlled by the PUD Association.

5.3 Special Assessments.

5.3.1 In the event that the Board shall determine that the Regular Assessment for a given calendar year is or will become inadequate to meet the expenses of the PUD Association for any reason, including but not limited to costs of maintenance and unexpected repairs upon the PUD Association Easements or any Common Areas within the PUD owned or controlled by the PUD Association, the Board shall determine the approximate amount necessary to defray such expenses and levy a Special Assessment. However, any Special Assessment in excess of twenty-five percent (25%) of the total Regular Assessment for such year must first be approved by a majority of the voting power of the Class A Members and the Class B Member.

5.3.2 Every Special Assessment shall be levied upon the same basis as that prescribed for the levying of Regular Assessments.

5.4 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments must be fixed at a uniform rate for all Owners of Lots within any Phase of the PUD for which the Plat has been recorded in the records of Blaine County, Idaho.

5.5 Assessment Period. The Regular Assessment period shall commence on January 1 of each year and terminate December 31 of such year; provided, however, the initial Regular Assessment period shall commence on the Initiation Date and terminate on December 31 of the year in which the Initiation Date occurs.

5.6 Notice and Assessment Due Date. Not less than fifteen (15) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Lot subject thereto. The due dates for Regular Assessments and Special Assessments shall be established by the Board. Each

installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within thirty (30) days after the due date thereof. There shall accrue with each delinquent installment and Special Assessment, a late charge of Fifty Dollars (\$50.00), together with interest at the maximum rate permitted by law calculated from the date of delinquency to and including the date full payment is received by the PUD Association. Each Owner is personally liable for said Assessments and no Owner of a Lot may exempt himself from liability for his contribution by a waiver of the use or enjoyment of any of the PUD Association Easements or any Common Areas within the PUD owned or controlled by the PUD Association or by abandonment of his Lot.

5.7 Estoppel Certificate. The PUD Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the PUD Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relief upon which any prospective purchaser or mortgagee of said Owner's Lot may rely, but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge.

ARTICLE 6 - ENFORCEMENT OF ASSESSMENTS; LIENS

6.1 Right to Enforce. The right to collect and enforce the Assessments made by the PUD Association is vested in the PUD Association. Except for the Owners of those Lots not subject to the provisions of this Declaration as provided in Article 2, each Owner of a Lot within a Phase of the PUD for which the Plat has been recorded in the records of Blaine County, Idaho, upon becoming an Owner of such Lot is and shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration, agrees to the enforcement of all Assessments in the manner herein specified, and agrees that all other Owners may be notified in the event any Owner fails to timely pay any Assessment. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees or any other relief or remedy obtained against said Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay the Assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity or such Board may exercise the power of sale pursuant hereto to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

6.2 Creation of Assessment Liens. There is hereby created a claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any and all Lots in the Property pursuant to this Declaration, together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the PUD Association making the Assessment in connection therewith, including reasonable attorney's fees. Upon default of any Owner in the payment of any Regular or Special Assessment required hereunder, the PUD Association may cause to be recorded in the Office of the Blaine County Recorder a claim of lien. Said claim of lien shall state the amount of such delinquent sums and other

authorized charges (including the cost of recording such notice), a sufficient description of the Lot against which the same has been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Said lien shall be prior and superior to all other liens or claims created subsequent to the recording of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Lot and Assessments on any Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto. Upon payment to the PUD Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the PUD Association shall cause to be recorded a further notice stating the satisfaction and relief of such delinquent sums and charges. The PUD Association may demand and receive the cost of recording of such release before recording the same. Any purchaser or encumbrancer, acting in good faith and for value, may rely upon such notice of satisfaction and relief as conclusive evidence of the full satisfaction of the sums paid in the notice of delinquent sums.

6.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by a non-judicial sale by the PUD Association, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or Director of the PUD Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale foreclosure.

6.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recording of the notice of delinquency and claim, whether judicially by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot described in such notice of delinquency and claim of lien, and a copy thereof is recorded by the PUD Association in the Office of the Blaine County Recorder.

6.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Lot prior to the recording of a claim of lien for the Assessments. Except as expressly provided in this Article with respect to a first mortgagee who acquires title to a Lot, the sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recording of a claim of lien, on account of the Assessments becoming due whether prior to, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

6.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat and render invalid the rights of the beneficiary under any deed of trust or mortgage upon a Lot made in good faith and for value, and recorded prior to the recording of such amendment, provided that after the foreclosure of any such deed of trust

such Lot shall remain subject to this Declaration as amended.

ARTICLE 7 - WATER SYSTEMS AND WATER RIGHTS

7.1 Water Systems. The PUD shall have two (2) separate, central water systems. The Irrigation and Fire Protection System shall provide non-potable water to all of the Lots and Common Area in the PUD for irrigation and fire protection purposes. The Domestic System shall provide potable water to twenty-five (25) Lots in Phases 2 and 3 (Lots 1 through 7, inclusive and Lots 17 through 34, inclusive), any Common Areas within Phases 2 and 3 requiring a potable water supply., and any additional Lots within Phases 2 and 3 which Declarant, in its sole and absolute discretion, determines should be served by the Domestic System. The Irrigation and Fire Protection System shall also provide water for irrigation and fire protection to the lots in the Subdivision. The Irrigation and Fire Protection System shall be constructed initially by Declarant, and then, prior to recording the Plat for Phase 1 of the PUD, conveyed to, owned, operated, maintained and managed by the PUD Association and the Subdivision Association pursuant to the Joint Operating Agreement. The Domestic System shall be constructed initially by Declarant prior to, or pursuant to appropriate bonding for, the recording of the Plat for Phase 2, and, upon completion of construction, conveyed to, owned, operated, maintained and managed by the PUD Association. All water rights related to the Water Systems shall be owned only by Declarant, the PUD Association and Subdivision Association, as the case may be (and not individual Owners). The locations of the wells, surface water diversion works, pipelines, fire hydrants and hookups for the Lots are depicted on the Preliminary Road and Water System Plan attached hereto as Exhibit D and made a part hereof by this reference. As more fully set forth below, all Lots which have access to and use of a Water System shall be assessed to pay the costs of that Water System, regardless of actual use or non-use. Use of the Water Systems shall be subject to such rules and regulations as the PUD Association may adopt from time to time. The right to receive and/or use water from the Water Systems is subject to availability, and the PUD Association is authorized to regulate the use of water to conserve its availability. The PUD Association shall operate and maintain the Water Systems in accordance with the rules and regulations of applicable governmental authority. The PUD Association may employ the services of a manager and other personnel to carry out the management of its responsibilities with respect to the Water Systems.

7.2 Domestic System and Water Rights. The Domestic System shall be separate from the Irrigation and Fire Protection System to the extent required to ensure that non-potable water is not inadvertently used for domestic purpose, such as human consumption or culinary purposes. The Domestic System shall be comprised of a domestic well, a pressurized pipeline distribution system, and related pumps, equipment and facilities. A Domestic System water line shall be made available to the Lots and Common Areas described in Section 7.1, above, for hookup to the residence or Common Area facilities, as the case may be, when the residence or facility is constructed, provided that the water therefrom shall be utilized only for potable, in-house domestic purposes and shall not be used for irrigation. The PUD Association shall be responsible for the Domestic System only to the point of stub-out at the Lot line. From and after stub-out, all pipes, faucets, valves, interior plumbing, and so forth, shall be the sole responsibility of the Owner of the Lot. Declarant, upon completion of construction of the Domestic System, shall assign to the PUD Association the water permit 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 this water permit and, if required, obtaining a decree for the water right 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"). The Owners of all Lots in the PUD not served by the Domestic System shall be responsible for providing the domestic water system, including one (1) or more wells and pumps, necessary to supply the single family residence and related improvements to such Lots with potable water for in-house domestic purposes, and shall also be responsible for obtaining from IDWR the drilling permit required to drill the well or wells on such Lots for domestic water. The wells for Lots 39, 40, 41 and 47 through 54 shall be constructed within the areas depicted on the Preliminary Plat and Phase 1 Plat. The domestic wells and the Domestic System shall only be used for potable, in-house domestic purposes, and shall not be used for irrigation. Water measuring devices meeting the requirements of IDWR shall be placed on every domestic well and the wells for the Domestic System. Monitoring of the Domestic System shall comply with applicable South Central Health District and/or the Division of Environmental Quality standards.

7.3 Irrigation and Fire Protection System and Water Rights. The Irrigation and Fire Protection System shall be separate from the Domestic System to the extent required to ensure that irrigation water is not inadvertently used for domestic purposes, such as human consumption or culinary purposes. The Irrigation and Fire Protection System shall be comprised of one (1) irrigation well, one (1) surface water pump (from the District 45 Canal), the ponds and fire hydrants as shown on the Preliminary Plat, a pressurized pipeline distribution system, and related pumps, equipment and facilities. The Irrigation and Fire Protection System may be expanded as determined by the PUD Association and Subdivision Association pursuant to the Joint Operating Agreement. An Irrigation and Fire Protection System water line shall be made available to each Lot, which water line may be located along common boundary lines and may be used by more than one Lot, for hookup to the individual private irrigation systems within the Lots, provided that no hose bibs, or the externally accessible direct outlets or valves (other than sprinkler heads and other outlets or valves utilized in a closed irrigation system approved by the Architectural Committee) shall be permitted, and further provided that the water therefrom shall be used for irrigation and fire protection purposes only. The PUD Association and Subdivision Association pursuant to the Joint Operating Agreement shall be responsible for operating, maintaining, repairing and improving the Irrigation and Fire Protection System only to the point of stub-out at the Lot line. From and after stub-out, all pipes, valves, sprinkler heads and so forth, shall be the sole responsibility of the Owner of the Lot. The PUD Association and Subdivision Association pursuant to the Joint Operating Agreement shall provide year round access to the fire hydrants within the PUD for any fire protection needs within this area of the County and protect the Irrigation and Fire Protection System from freezing.

WATER FROM THE IRRIGATION AND FIRE PROTECTION SYSTEM IS NOT DRINKABLE. Each Lot Owner shall be responsible to ensure that irrigation water within the boundaries of such Owner's Lot is not consumed by any person or used for culinary purposes. The Irrigation and Fire Protection System delivers pressurized water to the fire hydrants shown on Exhibit B to meet the requirements of the Wood River Rural Fire Protection District.

The following is a list of those portions of the irrigation water rights appurtenant to the Subdivision which are appurtenant to the PUD, identified by the water right numbers assigned by IDWR and the claim numbers assigned to the claims filed for the water rights in the SRBA:

WATER RIGHT	SRBA CLAIM	SOURCE	PRIORITY	AMOUNT
37-00664	A37-11807B	Big Wood River	July 10, 1884	1.28 cfs
37-00482	A37-11808B	Big Wood River	August 1, 1884	0.60 cfs
37-00103	A37-11809B	Big Wood River	August 1, 1884	2.40 cfs
37-00665	A37-11810B	Big Wood River	October 15, 1884	2.60 cfs
37-08441B	not presently required	ground water	October 26, 1988	2.27 cfs
TOTAL				9.15 cfs

The maximum number of acres which may be irrigated by these water rights on the PUD and the rest of the Subdivision are as follows:

WATER RIGHTS	PUD	SUBDIVISION	TOTAL
Big Wood River	211.4 acres	76.8 acres	288.2 acres
ground water	177.0 acres	71.0 acres	248 acres

The maximum number of acres on each Lot and Common Area parcel in the PUD which may be irrigated by these water rights is specified on Exhibit E to this Declaration. Upon recording the Plat for Phase 1, those portions of the Property proposed for Phases 2 and 3 shall be known as Lots 1A and 2B of the Subdivision, and the maximum irrigable acres for those lots shall be as follows: Lot 1A - 79.5 acres; Lot 2B - 41 acres. Upon recording the Plat for Phase 2, those portions of the Property proposed for Phase 3 shall be known as Lot 2C of the Subdivision, and shall have a maximum of 54.8 irrigable acres.

The PUD Association and Subdivision Association, pursuant to the Joint Operating Agreement, shall own these water rights, own, operate, maintain and repair the diversion works and delivery system for these water rights, and control and administer the delivery of water to the Lots and Common Area in the PUD and the lots in the Subdivision for irrigation and fire protection. The PUD Association and Subdivision Association, pursuant to the Joint Operating Agreement, may apply for and obtain, upon approval by IDWR, such changes or transfers of the points of diversion or places of use of any of these water rights as it, in its sole discretion, determines to be advisable for the more efficient administration of the Irrigation and Fire Protection System and use of the

irrigation water rights. The PUD Association and Subdivision Association, pursuant to the Joint Operating Agreement, shall be responsible for actively pursuing and perfecting its claims to these water rights in the SRBA.

EACH OWNER, BY ACCEPTING THE DEED TO A LOT, ACKNOWLEDGES AND AGREES THAT THE AMOUNTS AND IRRIGABLE ACRES FOR EACH WATER RIGHT ARE SUBJECT TO FINAL DETERMINATION BY THE COURT IN THE SRBA, THAT DECLARANT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO SUCH AMOUNTS OR IRRIGABLE ACRES, AND THAT DELIVERY OF THE WATER RIGHTS IS SUBJECT TO AVAILABILITY UNDER THE LAWS OF THE STATE OF IDAHO, RULES AND REGULATIONS OF IDWR, AND CONTROL BY THE WATERMASTER FOR WATER DISTRICT 37. IF THE AMOUNT OR NUMBER OF IRRIGABLE ACRES FOR ANY SUCH WATER RIGHT IS REDUCED IN A FINAL DECREE ISSUED BY THE SRBA COURT, THE AMOUNT OR MAXIMUM IRRIGABLE ACRES ON EACH LOT AND COMMON AREA PARCEL SPECIFIED ON EXHIBIT C SHALL BE REDUCED PROPORTIONATELY.

EACH OWNER, BY ACCEPTING THE DEED TO A LOT, ACKNOWLEDGES AND UNDERSTANDS THAT WATER RIGHTS IN IDAHO MAY BE LOST IN WHOLE OR IN PART IF THEY ARE NOT USED FOR A CONTINUOUS PERIOD OF FIVE (5) YEARS OR MORE. Therefore, for the purpose of maintaining and protecting the irrigation water rights and maintaining the unimproved Lots in a neat, irrigated and weed-free condition, Declarant hereby reserves for itself and the PUD Association the right to use the irrigation water rights and the Irrigation and Fire Protection System to irrigate all or such portions of each Lot prior to such time as the Owner notifies the PUD Association in writing that construction has begun pursuant to a valid building permit according to plans and specifications approved by the Design Review Committee. After an Owner has begun such construction, the Owner, at the Owner's expense, shall be responsible for maintaining the Lot in a reasonable condition during the course of construction. All expenses related to the use of the irrigation water rights and the Irrigation and Fire Protection System by the PUD Association pursuant to this paragraph shall be assessed to the Lots as described in section 7.4.2, below.

7.4 Assessments for Water Systems.

7.4.1 Domestic System. All expenses related to the Domestic System shall be born by Declarant until the sale by Declarant of the first Lot served by the Domestic System, and thereafter by the PUD Association. All expenses incurred by the PUD Association in the delivery of water through and by the Domestic System, including such amount as the PUD Association may determine to be required as a reserve for capital improvements to or replacements of all or part of the Domestic System, shall be assessed uniformly to all Lots served by the Domestic System as a part of the Regular Assessment for such Lots. The PUD Association may also levy a Special Assessment, uniformly against all Lots served by the Domestic System, to cover all or part of the expense and cost of construction, reconstruction, repair or replacement of a capital improvement to the Domestic System. The PUD Association may also establish a service fee based upon use of water from the Domestic System which shall then be levied as part of the Regular Assessment or

billed separately to the Owners of the Lots served by the Domestic System.

7.4.2 Irrigation and Fire Protection System. All expenses related to the Irrigation and Fire Protection System, including any amount required as a reserve for capital improvements to or replacements of all or part of the Irrigation and Fire Protection System, shall be born by Declarant and the Subdivision Association until the sale by Declarant of the first Lot within the PUD served by the Irrigation and Fire Protection System, and thereafter by the PUD Association and Subdivision Association, pursuant to the Joint Operating Agreement. These expenses, shall be charged to all Lots and Common Area parcels within the PUD and lots in the Subdivision served by the Irrigation and Fire Protection System, whether or not such PUD Lot or Subdivision lot is improved, on a pro rata basis according to the maximum number of irrigable acres using the Big Wood River water rights for each Lot or parcel as set forth in Exhibit E and the Subdivision CCR's. The portion charged against Common Area shall be a part of the Regular Assessment for Lots in the PUD subject to the provisions of this Declaration and paid in accordance with Article 5, above. The pro rata portion charged against each Lot shall be known as the Irrigation and Fire Protection Assessment and be added to and become a part of the Regular Assessment for such Lot. The PUD Association and Subdivision Association may also levy Special Assessments against all Lots and Common Area parcels within the PUD and lots in the Subdivision served by the Irrigation and Fire Protection System on a pro rata basis according to the maximum number of irrigable acres for each Lot or parcel as set forth in Exhibit E and the Subdivision CCR's, to cover all or part of the expense and cost of construction, reconstruction, repair or replacement of a capital improvement to the Irrigation and Fire Protection System. The portion charged against Common Area shall be equally shared by and assessed against Lots in the PUD subject to the provisions of this Declaration.

7.5 No Transfer of Water Rights. None of the irrigation water rights appurtenant to the Property shall be transferred off the Property without the prior consent of the Blaine County Board of County Commissioners.

ARTICLE 8 - DESIGN CONTROL

8.1 Design Review Committee. The Design Review Committee (DRC) shall be composed of three (3) or more persons appointed by the Board. One (1) member shall be a registered Idaho architect residing in Blaine County. At least one (1) member must be an Owner or a person holding an ownership interest in an entity Owner. The following persons are designated as the initial DRC members:

Stephen D. Pruitt, A.I.A.
Kirsten Ritzau
Wendy Griffin

Each DRC member shall hold office until such time as he or she has resigned or has been removed or his or her successor has been elected, at the annual meeting of the Board. Members of the DRC may be removed by the Board at any time without cause. In the event of death or resignation of any member of the DRC, the Board shall designate a successor. The Board, at its annual meeting, shall

determine the number of members of the DRC for the following year.

8.2 Duties of DRC. Except as to changes by Declarant in the Property for the development of the Property and sale of the Lots, no changes in the existing state of any Lot shall be made or permitted without the prior written approval of the DRC. For purpose of this paragraph, "changes in the existing state" of any Lot include, but are not limited to, construction of dwellings, Improvements, (including utilities), the excavation, filling, or similar disturbance of the surface of the land, (including without limitation, change of grade, stream bed, ground level, or drainage pattern), the removal of trees, shrubs, or other growing things, the landscaping or planting of trees, shrubs, lawns, or plants, and any change in color, texture, or exterior appearance of any previously approved change in the existing state of the Property. The DRC shall have sole authority to determine the proper use, appearance, design and aesthetic quality of any proposed Improvement. The DRC shall issue guidelines setting forth procedures for the submission of plans for approval, requiring a fee to accompany each application for approval or additional factors which it will take into consideration in reviewing submissions and additional standards for approval. The DRC Guidelines are attached hereto as Exhibit F and incorporated herein by reference as if restated in full and may be amended from time to time in accordance with their terms. The DRC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and description or samples of exterior material and colors. Until receipt by the DRC of any required plans and specifications, the DRC may postpone review of any plan submitted for approval. Any Owner desiring DRC approval of any Improvement or other change in the existing state of any Lot shall make application in writing together with two (2) sets of all plans required by the DRC for review. All approvals or disapprovals shall be in writing and sent to the Owner.

8.3 Meetings of the DRC. The DRC shall meet from time to time as necessary to perform its duties hereunder. It may from time to time by resolution, unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on its behalf, except the granting of variances. In the absence of such designation, the vote of any two (2) Members of the DRC, or the written consent of any two (2) members of the DRC taken without a meeting, shall constitute an act of the DRC.

8.4 No Waiver of Future Approvals. The approval of the DRC of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring its approval and consent, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter whatever subsequently or additionally submitted for approval or consent.

8.5 Compensation of Professional Members. The Members of the DRC who are licensed architects, engineers or other professionals in the design, construction or real estate businesses shall be entitled to reasonable compensation from the PUD Association for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties hereunder. Such compensation shall be determined by the Board.

8.6 Final Inspection of Work. Inspection of work and correction of defects therein shall

proceed as follows:

8.6.1 Upon the completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the DRC.

8.6.2 Within sixty (60) days thereafter, the DRC or its duly authorized representative may inspect such Improvement. If the DRC finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same. In the event the DRC determines weather conditions make it impossible to perform its inspection of the Improvement within the sixty (60) days, the time for performing the inspection shall be extended for such time as the DRC determines is necessary to allow it to properly perform the inspection.

8.6.3 If upon the expiration of thirty (30) days from the date of such notification, or such additional time as the DRC determines is appropriate in light of weather conditions during such thirty (30) day period, the Owner shall have failed to remedy such noncompliance, the DRC shall notify the Board in writing of such failure. Upon Notice and Hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling, or such additional time as the DRC determines is appropriate in light of weather conditions during such forty-five (45) day period. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may in addition to its other legal remedies, either remove the noncomplying Improvement or remedy the noncompliance, and the Owner shall reimburse the PUD Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the PUD Association, the Board may enforce the collection of such expenses through the assessment lien procedures in this Declaration.

8.6.4 If the DRC fails to notify the Owner of any noncompliance within the time period after the receipt of said written notice of completion from the Owner determined pursuant to section 8.6.2, above, the Improvement shall be deemed to be in accordance with said approved plans.

8.7 Nonliability of DRC Members. Neither the DRC nor any member thereof shall be liable to the PUD Association, or to any Owner for any loss, damage, or injury arising out of or in any way connected with the performance of the DRC's duties hereunder, unless due to the willful misconduct or bad faith of such member. The DRC shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or any warranty that the Improvement is fit for any particular purpose of habitation.

8.8 Variances. The DRC may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area, set backs or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances

must be evidenced in writing, must be signed by at least two (2) members of the DRC, and shall become effective upon recording in the Office of the County Recorder of Blaine County. If such variances are granted, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to zoning ordinances the Lot set-back lines or requirements imposed by any governmental or municipal authority.

ARTICLE 9 - ASSOCIATION EASEMENTS AND COMMON AREAS

The PUD Association shall own, operate, maintain and repair the following-described easements (the "Association Easements"), Common Areas and any Improvements thereto for the benefit of the PUD Association and its Members:

9.1 Private Roadway Easements. Tyler Drive and that portion of Griffin Ranch Road east of Gibson Lane are designated as private roads on the Preliminary Plat, and reserved and created by Declarant to provide access from the public roads within the PUD to certain Lots, subject to all of the restrictions set forth in this Declaration. The private portion of Griffin Ranch Road 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 equally 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 within Phase 1 of the PUD in equal shares. 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 private 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.

9.2 Access Easements. Certain common access easements have been reserved and created by Declarant for the benefit of specific Lots as designated on the Preliminary Plat for access from such Lots to public roads or portions of the Common Area, subject to all of the restrictions set forth in this Declaration. Notwithstanding the provisions of paragraph 5.4, above, all costs and expenses relating to the operation, improvement, maintenance and repair of such easements shall be charged to and paid by the Owners of the benefitted Lots.

9.3 Grant of Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration and the Property shall be subject to all easements heretofore or hereafter granted or reserved by Declarant, including easements for the installation, operation, maintenance, repair and replacement of utilities and drainage facilities that are required for the development of the Property.

9.4 Utility Easement. The rights and duties of the Owners of the Lots within the Property with respect to utility easements and utilities shall be governed by the following:

9.4.1 Within ten (10) feet of these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through any drainage channels in such easements. The utility easement area of each Lot and all Improvements in it shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible.

9.4.2 Wherever utility house connections, if any, are installed within the Property, which connections or any portions thereof lie in or upon Lots other than the Lot served by said connections, the Owners of the Lot served by said connection shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots or to have their agent enter upon the Lots within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary.

9.5 Water Systems Easement. Declarant hereby reserves for the benefit of the PUD Association and Subdivision Association an easement for the construction, operation, maintenance, repair and replacement of the Irrigation and Fire Protection System and the Domestic System as described in Article 7 of this Declaration, and all wells, pumps, pipelines, hydrants and other facilities and equipment which are a part of such Systems, over, across and under those portions of the Property reasonably necessary for such purposes and as generally depicted on the Preliminary Road and Water System Plan attached hereto as Exhibit D. The easement for the Irrigation and Fire Protection system shall be for the mutual benefit of the PUD Association and Subdivision Association to carry out their obligations under the Joint Operating Agreement.

9.6 Irrigation Spray Easement. Declarant hereby reserves for the benefit of the PUD Association a non-exclusive easement for the over-spray of water from the irrigation systems it may operate on any of the Lots, Common Area or within the Agricultural Setback over those portions of all adjacent Lots which may, during irrigation of such lands, be watered by such over-spray. The PUD Association shall not be liable to any Owner for any damages or injuries which may be caused by such over-spray within the limits of this easement.

9.7 Common Areas. Upon recording of the Plat for each Phase of the PUD, Declarant shall transfer and convey to the PUD Association all Common Area depicted on the Plat for such Phase, together with any Improvements thereto, to be owned, operated, maintained and repaired for the benefit of the Owners of Lots subject to the restrictions of this Declaration, subject to the following provisions and restrictions:

9.7.1 Phase 1.

9.7.1.1 Parcels C1 and C2. These Parcels shall be used for non-motorized recreational purposes and the boarding by Owners of horses or other livestock, subject to such fees, rules and regulations as the PUD Association may adopt and the zoning ordinances of Blaine

County. Barns, corrals, play fields, picnic and barbeque facilities and other structures or Improvements related to such recreational uses may be constructed and maintained by the PUD Association subject to the zoning and building ordinances of Blaine County.

9.7.1.2 Parcel E. This Parcel shall be used as agricultural land to raise such crops as may be selected by the PUD Association. Once the crops have been harvested, Owners may graze horses or other livestock within this Parcel, subject to such fees, rules and regulations as the PUD Association may adopt and the zoning ordinances of Blaine County. Each Owner shall be solely responsible for feeding and maintaining his horses, and for any damage to persons or property caused by his horses, while using this Parcel. After harvest of any crops, Owners may also use this Parcel for non-motorized, recreational purposes which do not interfere with the primary agricultural use of the Parcel.

9.7.1.3 Parcel J. This Parcel shall be used for ingress to and egress from, and the extension, use, operation, maintenance and repair of utilities for Lots 35, 36, 37 and 38, Block 4 of the PUD. Notwithstanding the provisions of paragraph 5.4, above, all costs and expenses relating to the operation, improvement, maintenance and repair of such parcel shall be charged to and paid by the Owners of such Lots in equal shares.

9.7.2 Phase 2.

9.7.2.1 Parcel A. This Parcel shall be used for non-motorized recreational purposes and the boarding by Owners of horses or other livestock, subject to such fees, rules and regulations as the PUD Association may adopt and the zoning ordinances of Blaine County. Barns, corrals and other equestrian related structures may be constructed and maintained by the PUD Association subject to the zoning and building ordinances of Blaine County.

9.7.2.2 Parcel B. This Parcel shall be used for non-motorized recreational purposes. No structures shall be constructed or maintained on the Parcel.

9.7.2.3 Parcel D. This Parcel shall be used as agricultural land to raise such crops as may be selected by the PUD Association. Once the crops have been harvested, Owners may graze horses or other livestock within this Parcel, subject to such fees, rules and regulations as the PUD Association may adopt and the zoning ordinances of Blaine County. Each Owner shall be solely responsible for feeding and maintaining his horses, and for any damage to persons or property caused by his horses, while using this Parcel. After harvest of any crops, Owners may also use this Parcel for non-motorized, recreational purposes which do not interfere with the primary agricultural use of the Parcel.

9.7.2.4 Parcel F. This parcel shall be used for the construction, operation, maintenance and repair of the wells, pumps and related equipment necessary to divert ground water for the Domestic System. Owners may also use this Parcel for any non-motorized, recreational purpose which does not interfere with the Domestic System.

9.7.2.5 Parcel G. This Parcel shall be used for non-motorized recreational

purposes. No structures shall be constructed or maintained on the Parcel.

9.7.3 Phase 3.

9.7.3.1 Parcel H. This parcel shall remain unimproved open space.

9.7.3.2 Parcel I. This parcel shall be used for ingress to and egress from, and the extension, use, operation, maintenance and repair of utilities for Lots 7, 8 and 9, Block 2 of the PUD. Notwithstanding the provisions of paragraph 5.4, above, all costs and expenses relating to the operation, improvement, maintenance and repair of such parcel shall be charged to and paid by the Owners of such Lots in equal shares.

Declarant or the PUD Association may grant or reserve easements over, across, through or under any Common Area for the installation, operation, maintenance, repair and replacement of utilities.

9.7.4 Agricultural Operations. The PUD Association, its employees, lessees and agents, shall conduct all agricultural operations on Parcels D and E in accordance with the generally accepted farm management practices in Blaine County. All reasonable precautions shall be taken to prevent herbicides, pesticides or other fertilizers or related products from contaminating any property adjoining Parcels D or E.

9.7.5 Weed Control. The PUD Association shall be responsible for controlling the growth of noxious weeds in the Common Area in compliance with the ordinances and other requirements of Blaine County. The PUD Association shall maintain an adequate reserve fund for weed abatement.

9.7.6 Storage of Feed. Storage of hay or other livestock feed on the Common Area shall be done in a manner which prevents access to the feed by big game animals to minimize the chance of attracting such wildlife away from its native winter range and to reduce the potential for wildlife depredation.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 Term. The covenants, conditions, and restrictions of this Declaration shall run until twenty-five (25) years after the death of Wendy Griffin, unless amended as herein provided. After such date, such covenants, conditions, and Restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by at least three-fourths (3/4) of the Owners of Lots subject to this Declaration, and such written instrument is recorded with the Blaine County Recorder.

10.2 Amendment.

10.2.1 By Declarant. If Declarant holds Class B Membership for any Lot, the provisions of this Declaration, other than this Article, may be amended only by Declarant. Any amendment hereunder shall be effective only upon recording with the Blaine County Recorder of

an instrument in writing signed and acknowledged by Declarant setting forth the amendment.

10.2.2 By Owners. If Declarant does not hold Class B Membership for any Lot, and except as otherwise provided herein, the provisions of this Declaration, other than this Article, may be amended by an instrument in writing signed and acknowledged by the president and secretary of the PUD Association certifying that such amendment has been approved by the vote or written consent of at least three-fourths (3/4) of the Owners of Lots subject to this Declaration, and such an amendment shall be effective upon its recording with the Blaine County Recorder.

10.2.3 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the PUD Association for the purpose of service of such notice, or the residence of such person, if no address has been given to the PUD Association. Such address may be changed from time to time by notice in writing to the PUD Association.

10.3 Interpretation; Governing Law. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and preservation of the Property in a manner designed to protect and enhance the aesthetic and economic value of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

10.4 Enforcement and Nonwaiver.

10.4.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Lot within the Property shall have the right to enforce any or all of the provisions of the Declaration upon any Lot within the Property and the Owners thereof.

10.4.2 Violations and Nuisance. Every act or omission whereby any provision of the Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Declarant or the PUD Association or any Owner or Owners of Lots within the Property.

10.4.3 Violation of Law. Any violation of any state, municipal or local law, ordinance, or regulation pertaining to the Ownership, occupation, or use of any property within the Property, is hereby declared to be a violation of the Declaration and subject to any or all of the enforcement procedures set forth in said Declaration.

10.4.4 Remedies Cumulative. Each remedy provided by the Declaration is cumulative and not exclusive.

10.4.5 Nonwaiver. The failure to enforce any of the provisions of the Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provisions of said Declaration.

10.4.6 Attorneys Fees. In the event Declarant, the PUD Association or any Owner retains an attorney for the purpose of enforcing any right or duty arising out of this Declaration, the non-prevailing party in such dispute shall pay to the prevailing party the latter's reasonable attorneys fees, whether or not litigation is actually instituted, and including attorneys fees on appeal.

10.5 Construction.

10.5.1 Restrictions Construed Together. All of the provisions of the Declaration shall be liberally construed together to promote and effectuate Declarant's goals in making this Declaration as set forth in the preamble.

10.5.2 Restrictions Severable. Notwithstanding the provisions of the foregoing section, each of the provisions of the Declaration shall be deemed independent and severable and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

10.5.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

10.5.4 Captions. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

DATED this 28 day of September, 1999.

"DECLARANT"

GGA LIMITED LIABILITY CO., a Washington
limited liability Company

Date: 9-28-99

By: Wendy S. Griffin
Wendy S. Griffin, Member

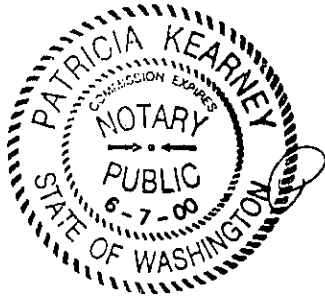
STATE OF WASHINGTON)

) ss.

County of Pierce)

On this 28th day of September, 1999, before me, the undersigned notary public in and for said state, personally appeared Wendy 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 she executed the same in said limited liability company name.



Patricia Kearney
Notary Public for Washington
Residing at: Lakeview
Commission expires: 6-7-00

EXHIBIT A

GRIFFIN RANCH PUD SUBDIVISION DESIGN GUIDELINES

GRIFFIN RANCH P.U.D. SUBDIVISION DESIGN GUIDELINES

These Griffin Ranch P.U.D. Subdivision Design Guidelines ("Guidelines") are promulgated effective as of the date of recording in the records of Blaine County, Idaho, and pursuant to, the Declaration Establishing Covenants, Conditions and Restrictions ("Declaration") for Griffin Ranch P.U.D. Subdivision ("Griffin Ranch").

I. INTRODUCTION

Homeowners, builders, and designers should view these Guidelines as guides that will protect the special qualities of Griffin Ranch, not as roadblocks to creative design. The Guidelines are not meant to limit the imagination or personal needs of the individual homeowner. Individual design within the framework of a cohesive "western ranch rural neighborhood" is encouraged.

These Guidelines are formulated for design and construction of single-family dwellings and outbuildings, and alterations and additions to the same.

Except as otherwise specified herein, all terms used in the Guidelines shall have the same meaning as set forth in the Declaration. In the event any provision of the Guidelines conflicts or is inconsistent with the Declaration, the Declaration shall govern.

1.1 QUALITY

Quality is a primary goal of Griffin Ranch. To this end, a Design Review Committee ("DRC") will be formed pursuant to the Declaration to review the aesthetics of all development within Griffin Ranch. To achieve a high-quality "western ranch rural neighborhood" image, the architectural style and overall quality of the Improvements is critical. The overall building appearance and its details should convey a sense of solid, permanent construction. The DRC will discourage facade treatments that are associated with impermanent, hastily-built, or obviously inexpensive construction materials or techniques.

It is the strong feeling of the Declarant that quantity is not necessarily synonymous with quality. Therefore maximum, as well as minimum, square footage is established for the development. The living area of the primary residence located on any Lot, exclusive of decks, open porches, carports and garages, shall be restricted as follows: (a) not less than one thousand six hundred (1,600) square feet and not greater than three thousand five hundred (3,500) square feet for any Lot less than two (2) acres in size, (b) not less than one thousand eight hundred (1,800) square feet and not greater than four thousand five hundred (4,500) square feet for any Lot equal to or greater than two (2) acres in size, but less than four (4) acres in size, and (c) not less than two thousand (2,000) square feet and not greater than seven thousand five hundred (7,500) square feet for any Lot equal to or greater than four (4) acres in size. No more than 33.3% of the total gross living area may be constructed on a second story level without a variance granted by the DRC.

1.2 SCALE, MASSING AND PROPORTION OF DWELLINGS / BUILDINGS

The preferred overall character of the completed development should reflect the rural ranching environment. All buildings are limited to a maximum of two stories and not more than 30 feet in height. The building forms should portray a strong sense of horizontalness. Major roof pitches shall range from 5:12 to 8:12, shed and other minor roof pitches may range from 2:12 to 8:12. Building and roof shapes shall be of simple, traditional ranch architectural forms and elements. Care should be taken to arrange the main dwelling and the outbuildings to affect a cohesive, pleasing massing.

1.3 CONSISTENCY

Another goal of the DRC is to achieve a high level of design consistency in the buildings and other Improvements in Griffin Ranch. Buildings that may attempt a statement of quality on the road frontage, but abandon all pretense of design or quality on their sides and rear will not be approved.

II. GENERAL ARCHITECTURAL GUIDELINES

2.1 ARCHITECTURAL STYLE -- GENERAL CONSIDERATIONS

The style selected for the design guidelines for Griffin Ranch is termed "Western Ranch-style Architecture". This style is further described as traditional American west ranch homestead design as characterized by late 1800's early 1900's ranch residences, barns and other outbuildings. The style is typified by simple wood-frame or log gabled and shed roofed elements, and simple indigenous exterior materials. The style often incorporates multiple roof elements and shed roofs attached to a main architectural form. The style is limited in materials and motif to vertical board and batten, horizontal lap or "channel rustic" sidings or log, although accent materials may also include sawn shingles and other wood siding materials approved by the DRC. Although some Victorian influences are seen in the style, Victorian detail is not allowed. Due to the arid nature of the original (pre-irrigated) landscape, and the proximity of large tracts of desert in the locale, design aspects and materials of southwest ranch architecture will also be allowed. Thus, stucco and adobe materials and "southwestern style" flat roof designs will be allowed.

2.2 ARCHITECTURAL STYLE -- SPECIFIC REQUIREMENTS

A. SCALE: It is important that the structure not be over scaled. In this respect, continuous two story walls are discouraged. Ridge lines may be long and continuous. Attempts should be made to 'stack' the building masses from low one story at the perimeter to taller and two story elements at the center (See two story limitations in 1.1 above). Door and window openings should be sized to reflect human scale. Traditional double-hung and/or casement window configurations without special arched or trapezoidal shapes are preferred. Attempts should be made to de-emphasize the garage doors by choosing details that are compatible with the architectural motif but are simplified and have the ability to break up the size of the garage facade. Probably the most important element of this design problem is the selection of the color for the garage door. Typically contrast should be kept low and consideration given to painting the doors the same color as the base

siding color.

B. STRUCTURAL, MIRROR IMAGED, AND DUPLICATE DESIGNS: Completely symmetrical plans and facades are discouraged, as they are atypical of ranch-style architecture. Duplicate designs anywhere in the development are strongly discouraged.

C. ROOF FORMS AND MATERIALS: Roof forms shall be limited to simple hip and gable elements or traditional combinations of both. Nontraditional, "A frame", oriental, domed, or geodesic roof forms are prohibited. Flat roofs are acceptable in conjunction with "southwestern style" designs. Flat roofs for other designs must be approved by the DRC as a variance through the procedures provided in the Declaration. The variance application must be accompanied by specifications of materials and detailing of the roofing system. As with the design of the building as a whole, the style and design of the roof should remain consistent/cohesive from all views. Roofing materials shall be limited to natural cedar shingles, natural cedar tapered or hand split shakes, approved high density fiberboard shingle systems and heavily-textured architectural style asphalt composition shingles in darker earth tones, approved pre-finished metal roofing, and approved concrete, slate or clay tile materials.

D. MATERIAL CHANGES: To avoid a tacked-on, low-quality, thin veneer look, material changes should be made at an inside corner or at a major wall opening. Such changes at outside corners should be avoided.

E. SIDING AND EXTERIOR FINISH MATERIALS: Preferred exterior siding/finish materials are vertical board and batten siding, horizontal lap or 'channel rustic' sidings, traditional lap or T&G butt style sidings or traditional log. Exposure of each board shall range between 6 and 10 inches. Traditional and synthetic stucco materials and adobe brick are acceptable exterior finish materials for "southwestern style" designs. These materials may be used as accent materials for fireplaces, chimneys, etc. Metal, vinyl, and synthetic masonry or "cultured stone" exterior finish materials are expressly prohibited. Traditionally colored, standard-size, clay brick is an approved exterior finish material, especially used as chimney and accent materials as long as the brick color is chosen carefully to blend with the overall building color palette. Fully brick-veneered homes are prohibited as they would contrast markedly from adjacent typically wood sided homes. Native stone materials such as river rock and quarried indigenous stone may be used for chimney and accent materials provided the overall scale, texture and color is compatible with the overall architectural concept. Cap details must be addressed sensitively with all masonry work.

F. ROOF AND ATTIC VENTS: Decorative and functional roof and attic vents shall be shown on the building elevations. The type, size and proposed design shall be clearly shown. The use of functional, louvered decorative vents are encouraged as gable end design elements, scaled to blend appropriately with the general architectural concept.

G. PRIVACY SCREENS: The preferred privacy screen is one which is treated as an architectural extension of the building, both in its design and in its materials, rather than as a separate and unrelated element. Traditional lattice designs are acceptable for privacy screens adjacent to the primary residence.

H. EXTERIOR LIGHTING: Exterior lighting shall be approved soffit down lighting or shielded source surface mount lighting. Short throw, low intensity ranch type yard post lighting may be approved by special variance from the DRC. Landscape up lighting is prohibited. Seasonal Christmas and/or other holiday lighting is exempt from these limitations insofar that this temporary lighting is not glaring or obtrusive to adjacent properties.

I. SOLAR CONSIDERATIONS: Designers should consider passive solar opportunities. Design and siting of a house should take in account the solar access of neighboring houses, e.g., minimizing structure height near a north property line when a building site lies to the north on an adjacent Lot, casting shadows on other buildings. Solar collectors and associated hardware if proposed shall be an integral part of the design of the building, and shall not have a "tacked on" appearance. Placement of the collectors must consider the impact of glare on neighboring properties. Proposed collector types shall be submitted for review by the DRC in the early stages of the planning of the dwelling to verify acceptability. Collectors shall be arranged in a compact configuration and shall have the appearance of a uniform plane with a neatly finished edge.

III. APPLICATION AND APPROVAL PROCEDURES

3.1 PRELIMINARY APPLICATION AND REVIEW

A. PURPOSE: The purpose of the Preliminary Application and Review is to enable the DRC to review designs at the preliminary design stage and comment on the design to encourage compliance with the general design guidelines for Griffin Ranch. The Preliminary Application and Review process is optional.

B. INTENT: The intent of the Preliminary Application and Review process is to identify and, insofar as possible, eliminate difficulties which could arise in the final Design Review approval, thus expediting the overall process.

C. FORM: Preliminary Applications shall be made in duplicate pursuant to the "Design Review Application" (which shall be completed in full), shall be submitted to the office of the current sitting Architect Member of the DRC (the name and address of the current Architect will be available from the Board), and shall include two copies of the following (partial or incomplete applications shall not be considered):

1) Site Plan: A conceptual site plan (at a scale of not less than 1" equals 10'-0") shall show the Lot number, adjacent streets; the orientation of the site (north arrows), the dimensions of the Lot and dimensions of setbacks and easements, the building footprint(s) with dimensions (show phasing if applicable), both existing and proposed finish grades and drainage patterns, the proposed location of fences, the proposed location of all buildings, patios, decks, fences, screens, driveways and walks, any proposed re-grading required in the design, and the proposed location of all mechanical and electrical fixtures not attached to the building.

2) Building Elevations: All exterior elevations of all structures shall be shown

at minimum scale of 1/8" equals 1'-0". The schematic elevations shall be drawn correctly in accordance with the floor plan and shall show the Improvement as it is proposed to be built. Elevations must indicate the slope of the site and indicate all exterior materials and colors.

3) Fee: A one hundred dollar (\$100) fee (or such other amount as may be established from time to time by the DRC) must be submitted with the Preliminary Application.

D. MEMORANDUM OF REVIEW: The applicant shall receive a Memorandum of Review from the DRC within 30 days of receipt by the DRC of the complete Preliminary Application. The receipt of a Memorandum of Review based on the Preliminary Application and Review shall not be deemed to be approval for the construction of any Improvement nor a guarantee of a final Design Review approval.

3.2 DESIGN REVIEW APPLICATION AND APPROVAL

A. PURPOSE: The Owner must obtain Design Review Approval from the DRC as well as all required permits from all governmental regulatory agencies before constructing any Improvement on any Lot in Griffin Ranch. Design Review Applications shall be made in duplicate pursuant to the "Design Review Application" (which shall be completed in full) and shall include, without limitation, two copies of each of the following:

1) Landscape Plan: A complete landscape plan showing plant materials including trees, shrubs and groundcover with common name, sizes, and areas to be irrigated. It is the intent of the Guidelines to encourage natural landscape materials and designs. The "developed" areas of landscape treatment (sod, shrubs, etc.) shall be encouraged to be limited to the immediate environs of the primary residential structure(s). Landscape areas not to be used for residential use are encouraged to be planted in native grasses to blend with the native vegetation.

2) Site Plan: A complete site plan at a scale of no less than 1" equals 10'-0" with the listed information required for the Preliminary Application.

3) Building Elevations: All exterior elevations shall be shown at a minimum scale of 1/4" equals 1'-0", including the relationship of the building's finished floor elevation to the proposed finished grade of the Lot on each elevation, including all decks, patios, screen walls, etc. Requirements of the Preliminary Application also apply.

4) Floor Plans: Floor plans for the proposed Improvement shall be submitted at a scale of no less than 1/4" equals 1'-0". The square footage of each floor shall be designated as well as the total square footage of the plan, including the garage.

5) Roof Plan: A roof plan at a minimum scale of 1" equals 10'-0" shall be submitted. This may be illustrated on the site plan. (Complex roof plans may be required to be presented at larger scale.)

6) Three-Dimensional Representations: In the case of complex roof forms or

unusual structures, the DRC may require isometric or perspective views or models in order to fully understand the visual impact or the three-dimensional feasibility of the proposed Improvement. The applicant shall be notified of this requirement by the DRC during the Preliminary Review process.

7) Exterior Colors and Materials: Samples of all exterior color and materials are required.

8) Fee: A three hundred dollar (\$300) fee (or such other amount as may be established from time to time by the DRC) must be submitted with the Application. If a Preliminary Application and Review fee has been paid, the fee shall be reduced by the amount of the Preliminary Application and Review Fee.

The DRC will return one (1) set of plans, specifications, and material samples. One complete set of approved (or denied) plans and specifications will be kept on file by the DRC for future reference.

B. NOTIFICATION OF APPROVAL/DENIAL: The applicant shall receive a written Notification of Approval/Denial from the DRC within 30 days of the receipt by the DRC of the complete Application. Conditional approvals noted in the written notification shall only become effective at such time as proof of compliance with the condition is forwarded to the DRC.

C. INSPECTION: Submitting the Application will be deemed Owner's approval for DRC representatives and/or Board of Directors to make, upon reasonable notice to the Owner, on-site inspections of the Lot and proposed and completed Improvements.

D. EXPIRATION DATE OF APPROVAL: The construction approval shall automatically be deemed revoked one year after the date of written notification unless construction of the Improvement has commenced or the Owner has applied for and received an extension of time from the DRC.

3.3 ALTERATION APPLICATIONS AND APPROVALS

A. ALTERATION APPLICATIONS: Before an Improvement in Griffin Ranch may be altered, modified, painted, stained to a materially different shade or color, or otherwise refinished, whether by excavation, fill, alteration of existing drainage, or the planting, cutting or removal of existing vegetation, shrubs or trees other than normal trimming or maintenance, or any other exterior alteration or modification, such alteration or modification must be approved by the DRC. Alteration applications shall be made in duplicate pursuant to the "Design Review Application" (which shall be completed in full) and shall include, without limitation, two copies of each of the following:

1) The elevations as necessary to fully depict the proposed alteration and/or Improvement.

2) A site plan at a scale of 1" equals 10'-0" of the proposed alteration and/or Improvement.

3) If applicable, a floor plan at a scale of 1/4" equals 1'-0" showing the square footage changes.

4) Application for repainting or restaining of the exterior must include a paint or stain chip of the requested color.

5) A one hundred dollar (\$100) fee (or such other amount as may be established from time to time by the DRC) must be submitted with the Alteration Application.

Submitting the Alteration Application shall be authorization to the DRC to make, upon reasonable notice to the Owner, on-site inspections of the Lot where the proposed alteration is to be completed. The application shall also specify when the proposed Improvements shall be laid-out on the site (string lay-out) to facilitate DRC site inspection if required. The Owner is responsible for notifying the DRC within 30 days of completion of the proposed alteration to facilitate final inspection for compliance with the approved Alteration Application.

The DRC will return one (1) set of plans, specifications, and materials to the Owner. One complete set of plans and specifications will be kept on file by the DRC for future reference.

B. NOTIFICATION OF APPROVAL/DENIAL: The applicant shall receive a written Notification of Approval/Denial from the DRC within 30 days of the receipt by the DRC of the complete Alteration Application. The approval / denial of the application shall not be deemed complete until the Owner receives the written notification. Conditional approvals noted in the written notification shall only become effective at such time as proof of compliance with the condition is forwarded to the DRC.

C. INSPECTION: Submitting the Alteration Application will be deemed Owner's approval for DRC representatives and/or Board of Directors to make on-site inspections of the Lot and proposed and completed alterations.

D. EXPIRATION DATE OF APPROVAL: The construction approval shall automatically be deemed revoked one year after the date of written notification unless construction of the alteration has commenced or the Owner has applied for and received an extension of time from the DRC.

IV. DESIGN AND CONSTRUCTION GUIDELINES

The following is a list of certain design and construction guidelines which may assist an Owner/Applicant; provided, however, that the following guidelines shall in no respect modify the Declaration.

4.1. BUILDING HEIGHT. A 30-foot high ridge line is the maximum allowable height for any structure. The DRC may establish further height restrictions where necessary in order to maximize and protect views from other properties.

4.2 CHIMNEYS. All exterior chimneys and chimney chases must be of wood, stucco, adobe brick, approved native stone, or approved brick. Chimney material should be selected as a compatible accent to the style and detail of the overall design. It is encouraged that this accent material is utilized elsewhere in the overall design. All metal flues serving wood burning stoves or prefabricated fireplace units must be fully enclosed in an approved chase and terminated with an approved shark arresting cap. Such cap termination must be screened by a decorative (typically prefinished sheet metal) architectural cap detail.

4.3 DRIVEWAYS. Driveways should be of adequate width or length to provide at least two cars to park off the street exclusive of the garage. Where possible (especially on single family Lots in Phase I), driveways must be designed to eliminate the necessity of backing out into streets; e.g., turnarounds, circular drives, etc.

4.4 EXCAVATION. All excavation must be done so as to create a minimum disturbance on the site and surrounding properties. Owners should develop an appropriate house plan to fit the basic configuration and slope of the Lot, and consider the use of retaining walls, terraces, split level or platform housing (but not daylight basements) to minimize grading. All dirt (not otherwise used) and debris as a result of excavation must be removed from Griffin Ranch within 30 days of completion of the excavation.

4.5 EXTERIOR LIGHTING. Exterior lighting shall be designed and adequately shielded to eliminate glare onto adjacent properties or streets. Flood lights and spot lights mounted on the exterior face of the dwelling, on poles or in trees are prohibited. Colored lights or light sources shall be prohibited, except during the Christmas season. Special consideration may be given to landscape lighting.

4.6 EXTERIOR WALLS AND TRIM. Wood, wood products, stucco, stone and brick are preferred for exterior walls and trims. Plywood sheet style siding is expressly prohibited.

4.7 EXTERIOR APPEARANCE.

A. Exterior color and material used on the building walls shall be continuous and consistent on all elevations of a residence in order to achieve a uniform and complete architectural design and to avoid a "veneer" look.

B. Exterior colors of residences and other Improvements must harmonize within themselves and be harmonious with their surroundings. All reflective metal (except copper), such as chimney stacks, flashing, exhaust vents and pipes must be painted to match or blend with surrounding materials. As with all other aspects of Improvements, all colors are subject to approval by the DRC.

C. In general, all utility meter panels shall not be visible from the street or any neighboring property and shall be installed according to guidelines available from utility companies and those set forth herein.

D. All glass, plastic or other transparent skylight or solar devices shall be treated or placed to eliminate reflective glare. Mirrored or strongly tinted glazing is prohibited (solar bronze and light grey tints are acceptable).

4.8 FENCING. The design concept for fencing at Griffin Ranch is to promote a feeling of open space by discouraging fences, walls or hedges that define property lines. Boundary fences, if any, shall be post and pole and conform to the fencing of any common areas within Griffin Ranch. Where screened private areas are desired, the Owner shall treat these fenced areas, insofar as possible, as extensions of the architecture of the dwelling. When non-standard fence types are proposed, applications to the DRC shall include the height, location, color and design of the proposed fence, a sample of the proposed building materials, a paint or stain chip if appropriate, and any such other information as the DRC may request. The Declaration includes specific restrictions on fence height. Fence lines should parallel contours wherever possible, and blend with the terrain rather than strike off at an angle against it. Fences running perpendicular to the grade should be stepped and should not drop more than 12" between panels.

4.9 GUTTERS AND DOWN SPOUTS. All gutters and down spouts shall be designed as a continuous architectural design feature. Exposed gutters and down spouts shall be colored to blend in with the surface to which they are attached.

4.10 DRAINAGE. All runoff must be handled by adequately sloping all roofs and outdoor areas to positively direct water to the natural drainage areas or the site surface drainage system(s). Drainage and runoff shall not be directed from one Lot to another, except where the natural terrain remains undisturbed.

4.11 RECREATIONAL VEHICLES. No boat, trailer, R.V., van or camper shall be stored on a Lot, except within an enclosed garage or other outbuilding or completely screened from view on all other Lots as well as the street and open space.

4.12 PREFABRICATED HOUSING. Prefabricated housing is prohibited in Griffin Ranch.

4.13 ANTENNAE. Except for satellite dishes 24 inches or less in diameter, no exterior radio, television, or telecommunication towers, antennae, satellite dishes, or other exterior transmission or receiving devices shall be allowed without the prior approval of the DRC.

4.14 SERVICE YARDS. Each residence shall have a screened service yard or other structure to enclose garbage and trash containers, firewood, bicycles, and other similar items so that such items, when placed within the service yard or other structure, will not be seen from the streets or neighboring Lots.

4.15 UTILITIES. All connections from trunk lines to individual structures must be underground. Exposed plumbing and electrical lines are not allowed. All excavation for site utility hookups must be restored to its previous condition.

4.16 LANDSCAPING. Builders and homeowners are responsible for landscaping their property as a part of construction. Landscaping of single-family homes must be complete within 90 days of completion in spring and summer and 180 days of fall or winter completion of house. The total yard area (except driveways and entry paving) is to be landscaped. All landscaping shall be maintained in a healthy and neat appearance at all times. The landscaping shall be designed in conjunction with and in harmony with the architectural design of the residence and Lot. The following standards shall be followed when designing and installing landscaping:

A. **GROUND COVER:** Groundcover should be live plant material of appropriate density to provide uniform coverage in all growing seasons. Turf is acceptable around structures, but is discouraged next to public open space. Natural, native bark product mulches may be used in planting beds to hold moisture and add organic matter to the soil, but are not acceptable as permanent groundcover. Gravel, colored rock, painted concrete and astroturf are not acceptable as overall groundcover, though hard material such as brick, stone and textured concrete may be used for walks and patios.

B. **RIPARIAN LANDSCAPING, INSTALLATION, MAINTENANCE AND REPAIR:** The Griffin Ranch P.U.D. Subdivision Homeowners Association retains the right to maintain the riparian zones and waterways over easements shown on the recorded plats. Any additional landscaping in riparian zones must be first approved by the DRC.

4.17 OPEN SPACE ACCESS EASEMENTS/CORRIDORS. No structure of any sort is to be constructed within a designated open space easement, except approved fencing along the common boundary of a Lot or Lots and such easement. Owners adjacent to open space areas should provide a transition from landscaped areas to the open spaces. Species at these junctures should be indigenous to the area.

4.18 SIGNS.

A. During single-family home construction, signs shall not exceed a size of 18" by 24".

B. Upon completion of a residence, signs may be posted as follows:

1) A sign mounted to the exterior of the building or on a fence or gate identifying the occupant and the address of the unit, not to exceed 12" x 12" or 144 square inches in size.

2) In the event an Owner wishes to advertise such Owner's residence for sale, only one (1) "For Sale" sign, not to exceed 18" x 24" is allowed.

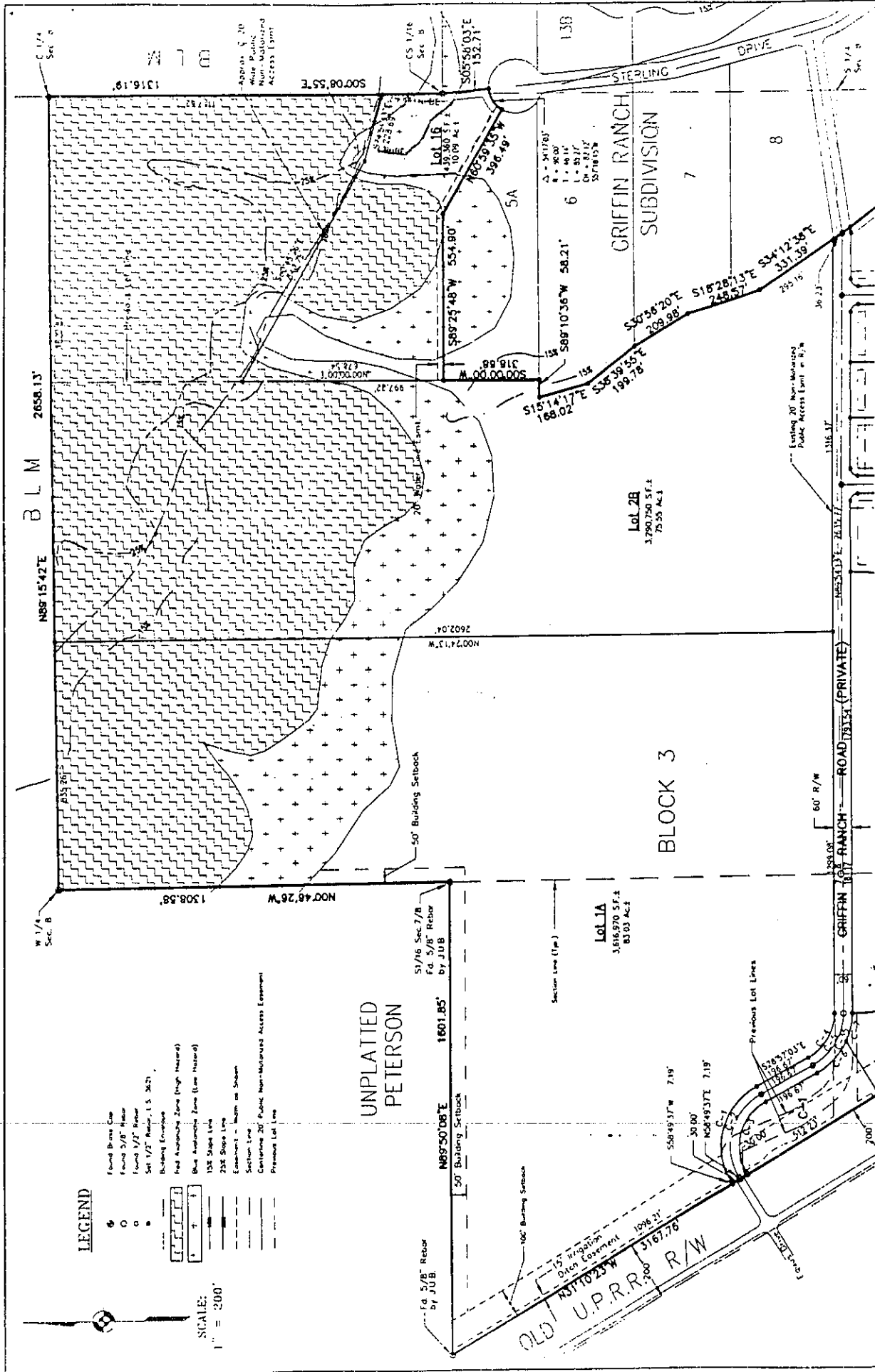
3) "Open House" and "Model Home" signs are not to be permanently displayed, and must be removed when the home is not being shown. Streamers, flashing lights and other like advertising or attention-attracting devices are prohibited.

C. Signs not meeting Griffin Ranch guidelines will be removed from the premises where displayed.

4.19 MECHANICAL PROJECTIONS FROM ROOF. Insofar as possible, plumbing vents should be grouped on that side of the roof which is opposite the street approach to the residence. Gas or other chimney flues or pipes protruding from the roof shall not exceed two feet (2') in height, subject to compliance with building codes. The location and design of these chases shall be shown on the Design Review Application. Design and location of any proposed snow retention devices must be shown on the plans.

4.20 WINDOWS. Consistency in type, style, trim and proportion of window areas is a key focus of the DRC. Consistent with the goal of achieving quality in Griffin Ranch, the DRC will discourage applications showing windows of different styles and types scattered over the various elevations of the building.

EXHIBIT B
PHASE 1 PLAT



SEE SHEET 1 FOR CONTINUATION

SEE SHEET 3 FOR NOTES

All Building Envelope Setbacks are 25' From Property Lines Unless Designated Otherwise

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C-1	750.00	378.20	331.57	750.00	N75°03'43"W	97°13'20"
C-2	700.00	321.92	288.27	700.00	N75°03'43"W	97°13'20"
C-3	700.00	321.92	288.27	700.00	N75°03'43"W	97°13'20"
C-4	700.00	321.92	288.27	700.00	N75°03'43"W	97°13'20"
C-5	700.00	321.92	288.27	700.00	N75°03'43"W	97°13'20"

GRIFTON RANCH PUD SUBDIVISION PHASE 1
 CALENA ENGINEERING, INC
 KETCHUM, IDAHO
 SHEET 2 OF 4
 10/10/2018

NOTES

- 1) All utilities shall be underground.
- 2) A 10' public utility easement is granted by this plat centered on all interior lot lines and adjacent to all lot lines that front an access road.
- 3) Individual lot owners are responsible for control of noxious weeds as per state regulations. Mowing and manual removal are recommended.
- 4) The owner of any lot or parcel underlain by and/or adjacent to a public road shall be responsible for the maintenance and snow removal of that public road construction, maintenance and snow removal shall be the obligation of the owner, his successors in interest, or the Homeowners' Association, and that Blaine County is in no way obligated to accept, maintain or improve these roads until the roads are brought up to county standards, dedicated, and accepted by the county.
- 5) All fire protection requirements of the Wood River Rural Fire District, the Uniform Fire Code and the Blaine County Fire Protection Ordinance including, but not limited to, water supply, access and clear zones shall be complied with prior to any combustible construction in this subdivision. Approved Fire District inspections of all emergency access roads, turnarounds and flow testing of fire protection systems shall take place upon completion of each phase.
- 6) All residential or agricultural structures shall be located within designated building envelopes as depicted on this plat. No lots shall access directly onto Griffin Ranch Road.
- 7) Native vegetation shall be maintained above the 25% slope line and to the greatest extent possible between the 15% and 25% slope line.
- 8) All new domestic wells in this subdivision shall be metered. Domestic well water shall be used for in-house needs only. Irrigation water rights, and not domestic water rights, shall be used for any yard or other irrigation needs.
- 9) No habitable construction shall be allowed in the red (high) or blue (low) avalanche zone. If construction is proposed near these areas, a site specific study shall be necessary to assure that these areas are avoided. The avalanche danger area designated on this plat is considered by the owner, Blaine County, and Galena Engineering, Inc. as a high avalanche hazard area. The owner hereby warrants that the Blaine County, not Galena Engineering, Inc. represents, guarantees, warrants, or implies the areas nearby the designated avalanche danger area are safe and free from avalanche or avalanche danger.
- 10) Pursuant to 10-6-8(9) of the Subdivision Code for Blaine County, no lot or parcel shown on this plat, except Lots 1A and 2B, or on the final development plan, may be further subdivided. None of the parcels designated as open space, or for any other use, may be modified.
- 11) The owner(s) of any lot or parcel agree to maintain the fire protection system, provide year-round access to the hydrants for any fire protection needs in this area of the county and to protect the system from freezing.
- 12) No sign or physical impediment shall be erected that would restrict or inhibit the public access easements designated on this plat.
- 13) All surface drainage shall be accommodated by maintaining natural drainage channels where possible or by providing alternate drainage channels to handle surface run-off.
- 14) As an open range state, it is the responsibility of private landowners in Idaho to fence all livestock authorized to graze on open range such as public land.
- 15) For the purpose of wildlife migration, the height of fences within this subdivision shall not exceed 42" and the bottom rail shall exceed 18" of in all areas above the 25% slope line and, b) on 25% of the done on the northern and southern property lines of all P.U.D. lots. This restriction does not apply to corrals within the interior of individual lots. Because of the problems they cause wildlife, all domestic pets, including cats, shall be kept indoors, in kennels, or leashed at all times.
- 16) This property is subject to Declaration of Covenants, Conditions, and Restrictions for Griffin Ranch P.U.D. Subdivision, Instrument No. _____ records of Blaine County, Idaho. Those CCR's set out the irrigation water rights owned by the P.U.D. Homeowner's Association and apportioned for use on each lot. In the event of a conflict, county ordinances shall govern over these Covenants, Conditions and Restrictions.
- 17) This property includes and is adjacent to active agricultural uses. Residents and purchasers should be aware that agricultural practices and livestock grazing and operations, occurring day and night, are allowed and may result in dust, odor, use and application of agricultural chemicals, spraying, grain preparation, harvesting, etc. in addition, the roads necessary for this plat are used by agricultural vehicles. Such practices and uses are normal functions of agricultural lands and are not considered nuisances.
- 18) A 20 foot wide motorized BLM administrative access and non-motorized public access easement from Corbett Road to the BLM land exists per the original plat of Griffin Ranch Subdivision within Griffin Ranch Road and Sterling Drive.
- 19) Well locations for Lots 39-41, 47, 48 and 52-54 are limited to front 50' of lot and Lots 49-51 to rear 50' of lot as indicated on this plat.
- 20) For the value retained from the density bonus granted as part of this P.U.D., the current or any subsequent owner of any of the existing water rights on this property agrees not to sell or otherwise transfer any of those rights from this land without the prior consent of the Blaine County Board of County Commissioners.
- 21) Blaine County, pursuant to the provisions of Idaho Code Ch. 67-E, § 1 et seq, may impose "impact fees" on the owner(s) of any lot within this P.U.D. However, because of payments already made by GCA Limited Liability Company, the county may not impose any "impact fees" for road or recreation related impacts on the owner(s) of any lot within this P.U.D.

EXHIBIT C
PRELIMINARY PLAT

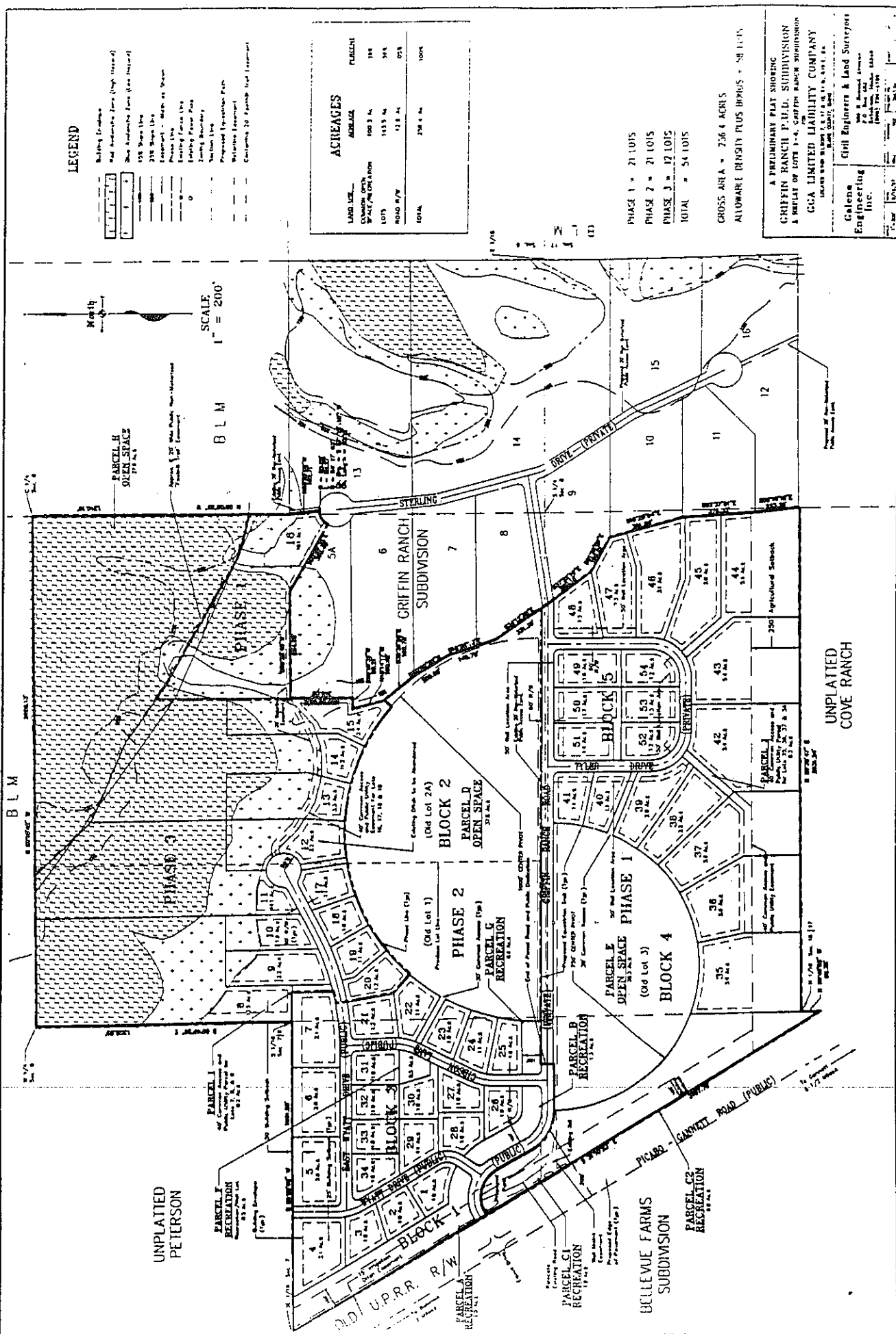


EXHIBIT D

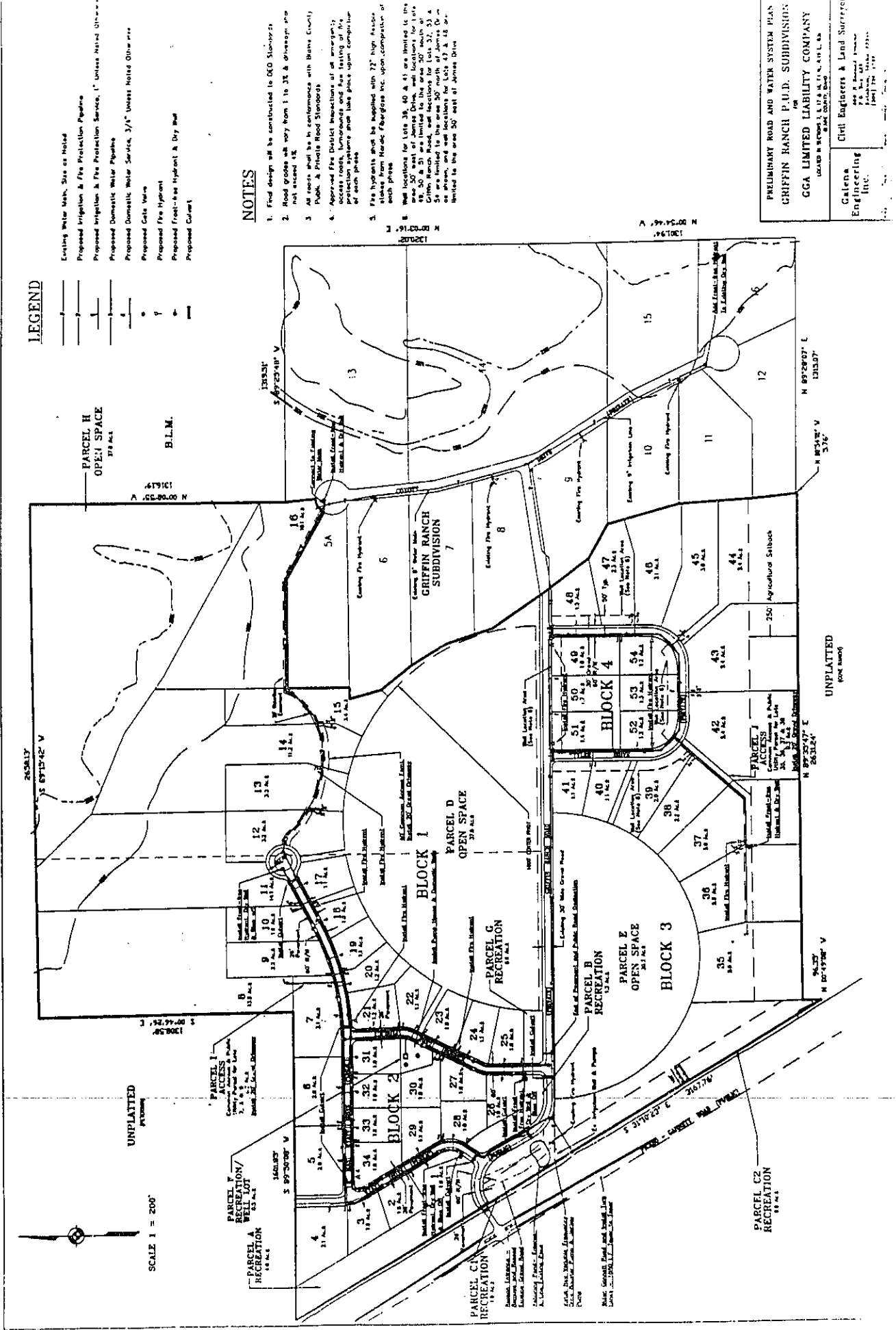
PRELIMINARY ROAD AND WATER SYSTEM PLAN

LEGEND

- Existing Water Main, Size as Noted
- Proposed Irrigation & Fire Protection Pipeline
- Proposed Domestic Water Pipeline
- Proposed Domestic Water Service, 3/4" Unless Noted Otherwise
- Proposed C&S Valve
- Proposed Fire Hydrant
- Proposed Fire Hydrant & Dry Bar
- Proposed Culvert

NOTES

1. Fire hydrants shall be constructed to O&O Standards.
2. Road grades shall vary from 1 to 3% & driveway shall not exceed 1%.
3. All roads shall be in conformance with Bakers County Public & Private Road Standards.
4. Approved Fire District boundaries of all emergency access roads, turnouts and fire testing of fire protection systems shall take place upon completion of each phase.
5. Fire hydrants shall be supplied with 72" high capacity stakes from Hards Fiberglass Inc. upon completion of each phase.
6. Well locations for Lots 38, 40 & 41 are limited to the area 50' east of James Drive, and locations for Lots 39, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54 are limited to the area 50' north of James Drive as shown, and well locations for Lots 47 & 48 are limited to the area 50' west of James Drive.



PRELIMINARY ROAD AND WATER SYSTEM PLAN
GRIFFIN RANCH P.U.D. SUBDIVISION
GGA LIMITED LIABILITY COMPANY
10/10/00 & 11/10/00
10000 S. 100th St., Suite 100, Los Angeles, CA 90048
GGA Engineers & Land Surveyors
California Engineering
10000 S. 100th St., Suite 100, Los Angeles, CA 90048
10/10/00 & 11/10/00

EXHIBIT E

GRIFFIN RANCH PUD SUBDIVISION MAXIMUM Irrigable ACRES FOR LOTS AND COMMON AREA PARCELS

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	4.8	4.8
37	5.0	4.8	4.8
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
54	1.2	1.0	1.0

WATER RIGHTS GRIFFIN RANCH P.U.D. SUBDIVISION

LOT OR PARCEL	GROSS ACRES	MAXIMUM IRRIGABLE ACRES	
		BIG WOOD RIVER RIGHTS	GROUND WATER RIGHT
C1	1.9	1.9	1.9
C2	6.9	6.9	6.9
E	20.3	20.3	20.3
TOTALS	95.1	90.9	90.9
PHASE 2			
1	1.0	0.8	0.8
2	1.0	0.8	0.8
3	1.0	0.8	0.8
4	2.1	1.9	1.9
5	2.0	1.8	1.8
6	2.0	1.8	1.8
7	2.1	1.9	1.9
21	1.2	1.0	1.0
22	1.1	0.9	0.9
23	1.0	0.8	0.8
24	1.1	0.9	0.9
25	1.0	0.8	0.8
26	1.0	0.8	0.8
27	1.0	0.8	0.8
28	1.0	0.8	0.8
29	1.1	0.9	0.9
30	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
31	1.0	0.8	0.8
32	1.0	0.8	0.8
33	1.0	0.8	0.8
34	1.0	0.8	0.8
A	4.0	4.0	4.0
B	1.3	1.3	1.3
D	37.8	37.8	3.4
F	0.5	0.5	0.5
G	0.6	0.6	0.6
TOTALS	69.9	65.7	31.3
PHASE 3			
8	13.5	13.3	13.3
9	2.2	2.0	2.0
10	1.9	1.7	1.7
11	14.1	13.9	13.9
12	3.2	3.0	3.0
13	3.3	3.1	3.1
14	11.2	11.0	11.0
15	3.4	3.2	3.2
17	1.1	0.9	0.9
18	1.0	0.8	0.8
19	1.1	0.9	0.9

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

LOT OR PARCEL	GROSS ACRES	MAXIMUM IRRIGABLE ACRES	
		BIG WOOD RIVER RIGHTS	GROUND WATER RIGHT
20	1.2	1.0	1.0
TOTALS	57.2	54.8	54.8
TOTALS FOR PUD	222.2	211.4	177.0