

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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Ketchum, Idaho 83340

(space above line for Recorder's Use)

388137

Amend

CC & RS

BLAINE CO. REQUEST

Hogue & Speck

'96 MAR 18 PM 3 54

Mary Green CLERK *mpp*

FIRST AMENDMENT TO FEES \$ *12.00*
DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
GRIFFIN RANCH SUBDIVISION

This First Amendment to Declaration (the "Amendment") is made this 12th day of March, 1996, by GGA, LIMITED LIABILITY CO., a Washington limited liability company qualified to do business in the State of Idaho, (hereafter referred to as "Declarant").

1. The Declaration Establishing Covenants, Conditions and Restrictions for Griffin Ranch Subdivision (the "Declaration") was recorded December 28, 1995 as Instrument No. 385533, records of Blaine County, Idaho.
2. As of the date of this Amendment, Declarant is the Class B Member of the Griffin Ranch Homeowners Association (the "Association"). Therefore, pursuant to Section 10.02 of the Declaration, only Declarant may amend the Declaration.
3. Declarant desires to amend the Declaration as follows:
 - a. Section 1.14 of the Declaration shall be amended to read as follows:

1.14 "Phase 2" means the resubdivision of one or more of Lots 1 through 6 as provided for in this Declaration and as may be approved by Blaine County.
 - b. Section 2.17 of the Declaration shall be amended to read as follows:

2.17 One or more of Lots 1 through 6 may be resubdivided by Declarant to create Phase 2. Those Lots, or portions thereof, within Phase 2 shall not be subject to the provisions of this Declaration except those specifically incorporated into the Supplemental Declaration. Lots 7 through 12, 15 and 16 shall not be resubdivided. Lots 13 and 14 may each be split into two (2) lots in accordance with Blaine County ordinances, and both

such lots shall be subject to the provisions of this Declaration.

c. Section 6.05 of the Declaration shall be amended to read as follows:

6.05 Phase 2 Development. Declarant specifically reserves the right to reallocate the irrigation water rights allocated herein to those portions of Lots 1 through 6 incorporated into Phase 2 to the Lots and any common areas created in Phase 2 in such amounts and for such irrigated acres as Declarant, in its sole discretion, may determine. Declarant shall be solely responsible for any expenses necessary to improve, extend or otherwise change the water delivery systems to deliver the reallocated irrigation water rights to the Lots and common area in Phase 2. Declarant further reserves the right to use the well which is the source of water for the fire protection system described in Section 6.02, above, and for Water Permit No. 37-08441, as the source of water for a new central water system to provide irrigation and fire protection water to the Lots created in Phase 2, as long as the exercise of such right does not decrease the amount of water available to fulfill the uses described in Sections 6.02 and 6.03, above. Declarant shall be solely responsible for any expenses necessary to upgrade the well and its associated pumps to provide water sufficient to fulfill the needs of both the new central water system for Phase 2 and the uses described in Sections 6.02 and 6.03, above.

d. Section 8.04 of the Declaration shall be amended to read as follows:

8.04 Waterway Easement. Declarant hereby reserves for the benefit of the Association an easement for all existing ditches, canals and other waterways and related well houses, wells, pipes, pumps and other equipment, for the delivery and distribution of water pursuant to the water rights described in Article VI of this Declaration, over, across and under all portions of the Property where such facilities presently exist to the extent reasonably required to operate, maintain, and repair such facilities. Declarant further reserves for the benefit of the Phase 2 Lots and common area an easement over, across and under all portions of the Property not incorporated into Phase 2 for the operation, maintenance and repair of all existing ditches, canals and other waterways and related well houses, wells, pipes, pumps and other equipment where such facilities presently exist, and for the delivery and distribution of water through such facilities to Phase 2, to the extent reasonably required to operate, maintain, and repair such facilities. This easement for the benefit of Phase 2 shall only

become effective upon approval of Phase 2 by Blaine County. The Owner of any Lot, with prior written approval from the DRC, may relocate any such existing ditch, canal or other waterway as long as such relocation does not in any way reduce the flow of water or otherwise affect the delivery of water to any other Lot in the subdivision.

e. Article IX of the Declaration shall be amended to read as follows:

Declarant reserves the right to resubdivide one or more of Lots 1 through 6 as shown on the Plat into additional residential lots and certain common open space pursuant to a development plan to be determined by Declarant, in its sole discretion, and submitted to Blaine County for approval. Upon such approval, Declarant shall record in the records of Blaine County a Supplemental Declaration which shall incorporate the provisions of this Declaration not specifically superseded thereby and which may supplement this Declaration with additional covenants, conditions and restrictions as Declarant deems appropriate for the resubdivided portion of the Property. Declarant hereby reserves all right, title and interest in and to the Property reasonably necessary to develop Phase 2 and sell the Lots created thereby, including, without limitation, the right to amend the Plat to incorporate Phase 2 into the Subdivision. The rights reserved by Declarant pursuant to this Declaration for the creation of Phase 2 shall be for the benefit of and appurtenant to Lots 1 through 6 and may be sold, transferred, assigned or otherwise conveyed together with the ownership of Lots 1 through 6.

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

DATED this 12TH day of March, 1996.

"DECLARANT"

GGA LIMITED LIABILITY CO., a Washington
limited liability Company

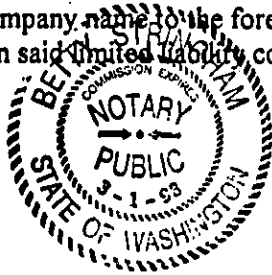
By: Wendy S. Griffin
Wendy S. Griffin, Member

STATE OF WASHINGTON)

) ss.

County of Pierce)

On this 12 day of March, 1996, 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.



Betty Strickland
Notary Public for Washington
Residing at: Tacoma, WA
Commission expires: 3-1-98