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Amend CC & R's

BLAINE CO. REQUEST

Speck & Aanestad

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MARY GREEN, CLERK

FEES \$ *27.00*

**THIRD AMENDMENT TO
DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
GRIFFIN RANCH SUBDIVISION**

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

1. The Declaration Establishing Covenants, Conditions and Restrictions for Griffin Ranch Subdivision, First Amendment to Declaration Establishing Covenants, Conditions and Restrictions for Griffin Ranch Subdivision and Second Amendment to Declaration Establishing Covenants, Conditions and Restrictions for Griffin Ranch Subdivision (collectively the "Declaration") were recorded December 28, 1995 as Instrument No. 385533, March 18, 1996 as Instrument No. 388137 and September 26, 1996 as Instrument No. 394844, respectively, in the 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. Section 1.14 of the Declaration shall be amended to read as follows:

1.14 "PUD" means the resubdivision of Lots 1, 2A, 3 and 4 into the Griffin Ranch Subdivision P.U.D., a three phase planned unit development, pursuant to and in accordance with the requirements of Chapter 6 of Title 10 of the Blaine County Code, the preliminary plat for which has been approved by the Blaine County Commissioners.

The term "PUD" shall be substituted for "Phase 2" wherever it occurs in the Declaration.

4. Section 1.18 of the Declaration shall be amended to read as follows:

1.18 "PUD Declaration" shall mean the declaration of

covenants, conditions and restrictions recorded to restrict and control the development and use of the PUD.

The term "PUD Declaration" shall be substituted for "Supplemental Declaration" wherever it occurs in the Declaration.

5. Section 2.17 of the Declaration shall be amended to read as follows:

2.17 All portions of the PUD shall remain subject to the provisions of this Declaration unless and until provided otherwise by the PUD 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.

6. Article VI of the Declaration shall be amended to read as follows:

ARTICLE VI - WATER SYSTEM AND WATER RIGHTS

6.01 Domestic Water Rights. Each Owner shall be responsible for providing the domestic water system, including one (1) or more wells and pumps, necessary to provide the single family residence and related Improvements to the Lot with water for "domestic purposes", as such term is defined in Idaho Code § 42-111(a). This may include the irrigation of up to one-half (½) acre of land. Each Owner shall also be responsible for obtaining from the Idaho Department of Water Resources ("IDWR") the drilling permit required to drill the well or wells for domestic water.

6.02 Irrigation and Fire Protection System and Water Rights.

(a) The System. Declarant has constructed a central water system, to be known as the Irrigation and Fire Protection System, to provide non-potable water to all of the Lots in the Subdivision for irrigation and fire protection purposes. The Irrigation and Fire Protection System shall be owned, operated, maintained and managed pursuant to a joint operating agreement (the "Joint Operating Agreement") by Declarant, the Association and, after the final plat for the first phase of the PUD is recorded, the association of owners of lots within the PUD (the "PUD Association"). The Irrigation and Fire Protection System shall be comprised of one (1) irrigation well, one (1) surface water pump (from the District 45 Canal), ponds and fire hydrants, a pressurized pipeline distribution system, and related pumps, equipment and facilities. The Irrigation and Fire Protection System may be expanded 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

Big Wood River water rights:

LOT	WATER RIGHT AMOUNTS IN CFS					IRRIGATED ACRES
	37-00664 A37-11807	37-00482 A37-11808	37-00103 A37-11809	37-00665 A37-11810	TOTAL	
1	0.45	0.21	0.84	0.91	2.41	80.0
2A	0.28	0.13	0.53	0.57	1.51	50.3
3	0.47	0.22	0.88	0.96	2.53	84.0
4	0.08	0.04	0.15	0.16	0.42	14.0
5	0.04	0.02	0.07	0.07	0.19	6.3
6	0.04	0.02	0.07	0.08	0.21	7.1
7	0.03	0.02	0.06	0.07	0.18	6.1
8	0.03	0.01	0.05	0.06	0.15	5.1
9	0.03	0.01	0.05	0.06	0.15	5.0
10	0.03	0.01	0.05	0.06	0.15	5.0
11	0.03	0.01	0.05	0.06	0.15	5.0
12	0.03	0.01	0.06	0.06	0.16	5.4
13	0.05	0.03	0.10	0.11	0.29	9.6
14	0.07	0.03	0.13	0.14	0.36	12.0
15	0.03	0.01	0.05	0.05	0.14	4.8
16	0.03	0.01	0.06	0.06	0.16	5.4
TOTALS	1.70	0.80	3.20	3.48	9.18	305.1

Ground water rights:

LOT	AMOUNT IN CFS	IRRIGATED ACRES
1	0.87	68.0
2A	0.49	38.0

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. Declarant, the Association and PUD 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. **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 to meet the requirements of the Wood River Rural Fire Protection District.

(b) Water Rights. The following is a list of irrigation water rights appurtenant to the Property identified by the water right numbers assigned by IDWR and the claim numbers assigned to the claims filed for the water rights in In Re The General Adjudication of Rights to the Use of Water From the Snake River Basin Water System, Twin Falls County Case No. 39356 (the "SRBA"):

WATER RIGHT	SRBA CLAIM	SOURCE	PRIORITY	AMOUNT
37-00664	A37-11807	Big Wood River	July 10, 1884	1.7 cfs
37-00482	A37-11808	Big Wood River	August 1, 1884	0.8 cfs
37-00103	A37-11809	Big Wood River	August 1, 1884	3.2 cfs
37-00665	A37-11810	Big Wood River	October 15, 1884	3.48 cfs
37-08441A and 37-08441B	not yet required	ground water	October 26, 1988	3.18 cfs
TOTAL				12.36 cfs

The maximum amount of water which may be delivered to each Lot, and the maximum number of acres which may be irrigated on each Lot, by these water rights are as follows:

LOT	AMOUNT IN CFS	IRRIGATED ACRES
3	0.74	57.5
4	0.17	13.5
5	0.07	6.0
6	0.08	6.6
7	0.07	5.6
8	0.06	4.6
9	0.06	4.5
10	0.06	4.5
11	0.06	4.5
12	0.06	4.9
13	0.12	9.1
14	0.15	11.5
15	0.06	4.3
16	0.06	4.9
TOTALS	3.18	248.0

The Declarant, PUD Association and Association, pursuant to the Joint Operating Agreement, (1) 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 for irrigation and fire protection, (2) may apply for and obtain, upon approval by IDWR, such changes or transfers of the elements of any of these water rights as they determine to be advisable for the more efficient administration of the Irrigation and Fire Protection System and use of the irrigation water rights, and (3) shall be responsible for actively pursuing, and perfecting the claims to these water rights in the SRBA.

EACH OWNER, BY VIRTUE OF HIS OWNERSHIP OF A LOT, ACKNOWLEDGES AND AGREES THAT THE AMOUNTS AND IRRIGATED ACRES OF 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 IRRIGATED 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 IRRIGATED ACRES FOR ANY SUCH WATER RIGHT IS REDUCED IN A FINAL DECREE ISSUED BY THE SRBA COURT, THE AMOUNT OR MAXIMUM IRRIGATED ACRES ON EACH LOT AND COMMON AREA PARCEL SPECIFIED ABOVE SHALL BE REDUCED PROPORTIONATELY.

EACH OWNER, BY VIRTUE OF HIS OWNERSHIP OF 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 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 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 Association pursuant to this paragraph shall be assessed to the Lots as described in section 6.03, below.

6.03 Assessments for 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 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 Association and PUD 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 on a pro rata basis according to the maximum number of irrigated acres for each Lot or parcel as set forth in this Declaration and the PUD Declaration. The prorata 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 Association and PUD Association, pursuant to the Joint Operating Agreement, 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 irrigated acres for each Lot and parcel as set forth in this Declaration and the PUD Declaration, 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.

6.04 SRBA Claim A37-11829 Claim A37-11829, conveyed by Declarant to the Association, has been filed in the SRBA for domestic and stockwater uses of ground water from the well which presently serves the ranch house and agricultural facilities located on Lot 3. This water right shall remain appurtenant to Lot 3 and the Owner of Lot 3 shall be responsible for actively pursuing and perfecting the claim in the SRBA.

6.05 PUD Development. Declarant specifically reserves the right to reallocate the irrigation water rights allocated herein to Lots 1, 2A, 3 and 4 to the lots and any common areas created in the PUD 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 the PUD. Declarant further reserves the right to use the well and other diversion works for the Irrigation and Fire Protection System described in Section 6.02, above, 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 for irrigation of the Lots as described in Section 6.02, above. Declarant shall be solely responsible for any expenses necessary to upgrade these diversion works to provide water sufficient to fulfill the needs of both the new central water system for the PUD and the existing system for the Subdivision.

7. Section 7.06(b) of the Declaration shall be amended to read as follows:

(b) 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. Section 7.06(d) of the Declaration shall be amended to read as follows:

(d) 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 7.06(b), above, the Improvement shall be deemed to be in accordance with said approved plans.

9. Section 8.01 of the Declaration shall be amended to read as follows:

8.01 Roadway Easements. Griffin Ranch Road and Sterling Drive are private roads constructed within roadway easements designated on the Plat. These

roadway easements have been reserved and created by Declarant for the benefit of all Owners to provide access from Gannett Road to the Lots for all uses permitted by this Declaration and subject to all of the restrictions set forth in this Declaration. Upon the recording of the plat for the first phase of the PUD, all those portions of Griffin Ranch Road which provide access from Gannett Road to the Lots in the Subdivision and the lots and common areas within the PUD shall be owned, operated, maintained and repaired by the Association and the PUD Association pursuant to the Joint Operating Agreement.

10. 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 PUD lots and common area an easement over, across and under all portions of the Property not incorporated into the PUD 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 the PUD, to the extent reasonably required to operate, maintain, and repair such facilities. This easement for the benefit of the PUD shall only become effective upon the recording of the plat for the first phase of the PUD. 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.

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

Declarant reserves the right to resubdivide one or more of Lots 1, 2A, 3 and 4 as shown on the Plat and amendments thereto into the PUD. Upon the recording of the plat for the first phase of the PUD, Declarant shall record in the records of Blaine County the PUD 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 PUD. Declarant hereby reserves all right, title and interest in and to the Property reasonably necessary to develop the PUD and sell the lots created thereby, including, without limitation, the right to amend the Plat to create the PUD. The rights reserved by Declarant pursuant to this Declaration for the creation of the PUD shall be for the benefit of and appurtenant to Lots 1, 2A, 3 and 4 and may be sold, transferred, assigned or otherwise conveyed together with the ownership of Lots 1, 2A, 3 and 4.

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

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

"DECLARANT"

GGA LIMITED LIABILITY CO., a Washington limited liability Company

Date: 10-9-98

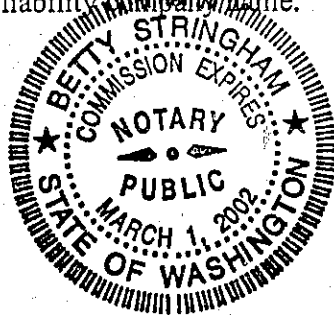
By: Wendy S. Griffin
Wendy S. Griffin, Member

STATE OF WASHINGTON)

) ss.

County of Quincy)

On this 9 day of ^{October} September, 1998, 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 Stringham
Notary Public for Washington
Residing at: Tacoma WA
Commission expires: 3-1-2002