

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

**James P. Speck, Esq.
SPECK & AANESTAD
A Professional Corporation
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(space above line for Recorder's Use)

Instrument # 505530

HAILEY, BLAINE, IDAHO

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Recorded for : SPECK & AANESTAD

MARSHA RIEMANN

Fee: 9.00

Ex-Officio Recorder Deputy

Index to: AMENDED COVENANTS & RESTRICTIONS

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

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

1. The Declaration Establishing Covenants, Conditions and Restrictions for Griffin Ranch P.U.D. Subdivision, and two previous amendments thereto were recorded October 14, 1999 as Instrument No. 432493, December 1, 1999 as Instrument No. 434043, June 5, 2003 as Instrument No. 485138, and September 17, 2003 as Instrument No. 491534 in the records of Blaine County, Idaho (collectively the "Declaration").

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

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

9.1 Private Roadway Easements. All of the roads within the PUD are private roads reserved and created by Declarant to provide access from Gannett Road to the Lots, subject to all of the restrictions set forth in this Declaration. The portion of Griffin Ranch Road located within the PUD shall be owned jointly by the PUD Association and the Subdivision Association, and the costs and expenses relating to its improvement, maintenance and repair shall be shared pursuant to the Joint Operating Agreement, between the PUD Association and the Subdivision Association. All costs and expenses incurred by the PUD Association relating to the improvement, maintenance and repair of these private roads shall be charged to and paid by the Owners of the Lots as follows: (a) Griffin Ranch Road from Gannett Road to the east end of its junction with Gibson Lane – shared equally on a per lot basis by the owners of all lots in the

Subdivision and Phases 1, 2 and 3 of the PUD; (b) Wyatt Drive, Cooper Drive, Gibson Lane and Gus Lane - shared equally on a per lot basis by the owners of all lots in Phases 2 and 3 of the PUD; and (c) Tyler Drive and the remaining portion of Griffin Ranch Road within the PUD - shared equally on a per lot basis by the owners of all lots in Phase 1 of the PUD. Every Owner, by the acceptance of the deed to a Lot subject to the restrictions of this Declaration understands and agrees that the maintenance, repair and snow removal for these private roads is solely the obligation of the PUD Association or, in the case of the portion of Griffin Ranch Road located within the PUD, the PUD Association and the Subdivision Association, and that Blaine County is in no way obligated to accept, maintain or improve these roads unless and until these roads are brought up to County standards, dedicated to and accepted by the County. The County has reserved an option to accept Declarant's offer to dedicate to the public Wyatt Drive and that portion of Griffin Ranch Road from Wyatt Drive to Gannett Road. This option shall be exercisable upon the subdivision of the land to the north of Wyatt Drive and Phase 2 of the PUD, and shall be confirmed and declared to be open for public travel by the County pursuant to Idaho Code Section 50-1313 only after a fully noticed public hearing before the Board of County Commissioners.

4. Section 9.7.3.2 shall be deleted in its entirety as Parcel I does not exist on the Plat for Phase 3 of the PUD.

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

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

"DECLARANT"

GGA LIMITED LIABILITY CO., a Washington
limited liability Company

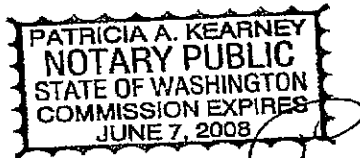
Date: 6/18/04

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

STATE OF WASHINGTON)

) ss.
County of Pierce)

On this 18th day of June, 2004, before me, the undersigned notary public in and for said state, personally appeared James S. Griffin, known or identified to me to be one of the members of GGA LIMITED LIABILITY CO., and the member who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.



[Signature]
Notary Public for Washington

Residing at: Lakeview
Commission expires: 6-7-08