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**THIRD AMENDMENT
TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
THUNDER MOUNTAIN RANCH**

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being an owner presently of more than two-thirds (2/3) of the lots in certain real property located in Bannock County, State of Idaho, and known as "THUNDER MOUNTAIN RANCH," a recreational subdivision, according in the official plat thereof filed in the office of the County Recorder of Bannock County, does thereby amend the Declaration of Covenants and Restrictions of THUNDER MOUNTAIN RANCH previously recorded with said County Recorder as follows:

Delete Section 3 in its entirety and substitute the following:

3. DWELLING TYPE. Except as hereinafter provided, no more than one detached permanent single-family dwelling, not less than 500 square feet in ground floor living area and not to exceed two and one-half stories in height, and all buildings and structures incidental to single-family occupancy, shall be permitted on each lot within THUNDER MOUNTAIN RANCH. Recreational trailers, campers, motor homes and tents are approved as seasonal dwellings. General camping activities are approved as well. Non-permanent dwellings are exempt from the 500 square foot limitation of permanent structures. Before construction of any dwelling, a property owner must submit his plans to the Board of Trustees of Thunder Mountain Ranch Owners' Association, Inc. A non-refundable fee may be required. Such application must include all dwellings intended to be constructed including also any fences planned and must conform generally to standards adopted by the Board of Trustees. All exteriors of dwellings must be completed within 24 months of commencement of construction. Provided, however, that the Board of Trustees may approve placement of other types of dwellings on lots within Thunder Mountain Ranch upon prior application by an owner. The Board shall adopt standards for such approval which shall take into account the aesthetic impact of the proposed dwelling, placement on the lot, proposed source of water supply, waste disposal plans, these restrictions and other matters deemed relevant by the Board. Copies of the standards adopted hereunder shall be furnished to any lot owner upon request. All dwellings shall comply with the set-back requirements of the Bannock County Zoning Ordinances.

Delete Section 7 in its entirety and substitute the following:

7. **COMMERCIAL ENTERPRISE AND VEHICLES.** No commercial business shall be permitted on any lot in THUNDER MOUNTAIN RANCH without prior written approval of the Board of Trustees of Thunder Mountain Ranch Owners' Association, Inc., and no commercial vehicle shall be parked on any lot or in any other area of Thunder Mountain Ranch except in connection with such Board Approval, or when engaged in construction on a lot or other commercial activity on Thunder Mountain Ranch as permitted by these restrictions. A commercial vehicle used solely as transportation by a landowner for access to an owned lot is exempt from these restrictions.

Delete Section 9 in its entirety and substitute the following:

9. **ENFORCEMENT.** These Covenants shall be binding and inure to the benefit of all present and future owners of the property and they may be enforced by the Board of Trustees or by appropriate action in a court of law. If it becomes necessary for an owner or the Thunder Mountain Ranch Owners' Association, Inc. to enforce these Covenants, the party in violation of these Covenants shall be responsible for paying all costs of enforcement, including reasonable attorneys' fees incurred by the enforcing party. These costs and fees are to be paid in a timely manner.

Add Section 14, NOMENCLATURE:

14. **NOMENCLATURE.** The title "Board of Trustees" shall mean, and be synonymous to, the "Board of Directors." Reference to the "Board," unless otherwise stated, shall mean the "Board of Directors." The title "Thunder Mountain Ranch Owners' Association" shall mean, and be synonymous to, "Thunder Mountain Land Owners' Association." The title "Thunder Mountain Park Owners' Association" shall mean, and be synonymous to, "Thunder Mountain Land Owners' Association."

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DATED this 9th day of June, 2009.

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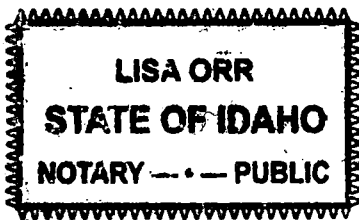
THUNDER MOUNTAIN LANDOWNERS' ASSOCIATION INC.

By Karl E. Anderson
Karl E. Anderson, Vice-President of
Thunder Mountain Landowners'
Association Inc.

STATE OF IDAHO)
) ss
County of Bannock)

On this 9th day of June, 2009, before me personally appeared Karl E. Anderson, known or identified to me to be the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Lisa Orr
NOTARY PUBLIC FOR IDAHO
Residing At: Chubbuck
My Commission Expires: 04-28-2011

OFFICIAL RECORD BK# 920
BANNOCK COUNTY IDAHO

RECORDED AT REQUEST OF
FEE 9.00 DEPUTY Jo

Norman D. Reece P.C.

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