

## DECLARATION OF COVENANTS AND RESTRICTIONS

OF

## THUNDER MOUNTAIN RANCH

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, being the owner of the real property located in Bannock County, State of Idaho, and known as "~~THUNDER MOUNTAIN RANCH~~", a recreational subdivision, according to the official plat thereof filed in the office of the County Recorder of Bannock County, does hereby establish the nature of the use and enjoyment of all lots in THUNDER MOUNTAIN RANCH, and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations, as follows:

1. LAND USE. The property is intended primarily for construction of vacation homes and recreational use incidental thereto. All common open space within the property will be private and neither the recording of these Covenants and Restrictions nor the recording of a plat on the property or any other act of the undersigned with respect to the foregoing shall be construed as a dedication to the public, but, rather, all common open space, recreational areas and any other amenities shall be for the use and enjoyment of members of the Thunder Mountain Ranch Owners' Association, Inc. and for the guests of such members of the Association or other residents of THUNDER MOUNTAIN RANCH who qualify for the use and enjoyment of the facilities, and such open space, recreational amenities and any other amenities are hereby dedicated in perpetuity for the private use of the foregoing.

2. EASEMENT. Easements for installation and maintenance of utilities, drainage facilities and ingress and egress are reserved as shown upon the recorded plat of THUNDER MOUNTAIN RANCH.

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. Before construction of any dwelling, a property owner must submit his plans to the Board of Trustees of Thunder Mountain Ranch Owners' Association, Inc., together with a non-refundable fee of not more than \$25.00 per application. 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.

4. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, rubbish or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public. No activity which may become an annoyance or a nuisance to the subdivisions will be allowed.

5. SIGNS. No sign of any kind shall be displayed to the public view on any lot except (a) one professional sign of not more than one square foot, (b) one sign of not more than five square feet advertising the property for sale or rent, or (c) signs used by a builder to advertise the property during the construction period.

6. TIMBER REMOVAL; OIL AND MINING OPERATIONS. No tree or trees shall be removed from any lot without prior written approval of the Board of Trustees of Thunder Mountain Ranch Owners' Association, Inc. No oil drilling, oil development, operations, oil refining, quarry or mining operations of any kind shall be permitted upon or in any lot.

7. COMMERCIAL ENTERPRISE AND VEHICLES. No commercial business shall be permitted on any lot in THUNDER

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MOUNTAIN RANCH without prior written approval of the the Board of Trustees of the 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.

8. ARCHITECTURAL CONTROL. No dwelling shall be erected, placed or altered on any lot without approval of the Board of Trustees of Thunder Mountain Ranch Owners' Association, Inc. No fence or wall shall be erected, placed or altered on any lot without the approval of the Board of Trustees. The Board of Trustees' approval or disapproval as required in these covenants shall be in writing within thirty (30) days after plans and specifications have been submitted, or such plans and specifications shall be deemed to have been approved.

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.

10. TERMS OF COVENANTS. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part, either during or after the initial term provided for in this paragraph.

11. SEVERABILITY. Invalidation of any provision of these Covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

12. ASSIGNMENT OF POWERS. Any and all rights and powers of the Grantor herein contained may be delegated, transferred or assigned. Whenever the Grantor is used

herein, it includes assigns or successors in interest of the Grantor.

13. MEMBERSHIP IN CORPORATION. Prior to the sale of lots in THUNDER MOUNTAIN RANCH, the Thunder Mountain Ranch Owners' Association, Inc. shall be incorporated as a non-profit Idaho corporation and membership in the Association shall be mandatory for anyone purchasing or owning property in THUNDER MOUNTAIN RANCH. Such membership shall be appurtenant to and shall be an incident of ownership of any lot in THUNDER MOUNTAIN RANCH and any attempt to convey property without conveying the appurtenant membership and its obligations and responsibilities shall be totally void. The general purpose of the Association is to further promote the community welfare of property owners in THUNDER MOUNTAIN RANCH. The Association shall be responsible for the maintenance, upkeep and repair, and the establishment and enforcement of rules and regulations concerning the operation and use, of all recreational facilities and other properties within THUNDER MOUNTAIN RANCH as it may from time to time own. The Association shall also be responsible for payment of local taxes and maintaining liability insurance on the common area or open space of THUNDER MOUNTAIN RANCH. The Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including, but not limited to, the power to assess and collect from every member of the Association a uniform monthly charge of not less than \$2.00 per lot (\$24.00 per year) within the subdivisions to be used cover the costs of operation. If a property owner fails to pay an assessment levied by the Association within thirty (30) days after the assessment is due, the assessment shall become a lien upon his property which may be foreclosed in accordance with Idaho law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 1 day of December, 1979.

1. THUNDER MOUNTAIN RANCH, LTD.  
an Idaho Limited Partnership

LAVA LAND COMPANY, INC.,  
General Partner

By: Larry B. Hanks  
LARRY B. HANKS, President

ATTEST:

Blaine J. Hanks

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FIRST 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 to the official plat thereof filed in the office of the County Recorder of Bannock County, does hereby amend the Declaration of Covenants and Restrictions of THUNDER MOUNTAIN RANCH previously recorded with said County Recorder as follows:

Delete Paragraph 7 in its entirety and substitute the following:

2. EASEMENT. There is reserved to the Board of Trustees of Thunder Mountain Ranch Owners' Association, Inc., the right to grant to utility companies selected by them, easements, including ingress and egress, for the purpose of installing and maintaining public utilities with such easements to be located as determined by the Board of Trustees and the utility companies, provided further, that such easements shall not disturb the land use as described in Paragraph 1 or the construction of the dwelling type described in Paragraph 3. Also reserved are easements for installation and maintenance of utilities, drainage facilities, and ingress and egress as shown upon the recorded plat of "THUNDER MOUNTAIN RANCH." All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby, against the undersigned or any utility company or any of their agents or servants are hereby waived by owners of lots in Thunder Mountain Ranch Recreational Subdivision.

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2. LAVA LAND COMPANY, INC.

By Larry B. Hanks  
LARRY B. HANKS, President

ATTEST:

Blaine Jancy

STATE OF <sup>Idaho</sup>UTAH )  
COUNTY OF <sup>Blaine</sup>CACHE ) ss.

On this 1st day of March, 1978,  
before me, a Notary Public in and for said state, personally appeared  
before me LARRY B. HANKS, President of Lava Land Company, Inc., known  
to me to be the person whose name is subscribed to the within instru-  
ment and acknowledged to me that he executed the same.

NOTARY SEAL

Lorraine Winters  
NOTARY PUBLIC  
Residing at: Locatillo Idaho

My Commission Expires?

4-24-79

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RECORDED AT REQUEST  
Thunder Mountain Ranch

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FEE \$5.00