

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

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Declaration of Covenants and Restrictions of Thunder Mountain Ranch was recorded March 1, 1978 as Bannock County (Idaho) Instrument No. 594693 ("TMR C&R");

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Thunder Mountain Park was recorded November 15, 1978 as Bannock County (Idaho) Instrument No. 594693 ("TMP CC&R");

WHEREAS, the name of "Thunder Mountain Park Owners' Association Inc." was duly changed to "Thunder Mountain Land Owners' Association Inc." by amendment to the Articles of Incorporation of Thunder Mountain Park Owners' Association, Inc. dated July 27, 1985;

WHEREAS, "Thunder Mountain Ranch Owners' Association," "Thunder Mountain Park Owners' Association," and "Thunder Mountain Land Owners' Association" ("TMLOA") are deemed synonymous with and to each other by virtue of Paragraph 14 (page 2) of the Third Amendment to the TMR C&R (dated June 9, 2009);

WHEREAS, the TMLOA is vested with the authority to establish and enforce rules and regulations pertaining to the use of facilities and properties subject to the TMLOA, pursuant to the TMR C&R [p. 4 para. 13] and the TMP CC&R [p.6 para. 7(j)];

WHEREAS, the Board of Directors of the TMLOA is vested with all powers possessed by the TMLOA, pursuant to Article III sec. 2 of the TMLOA Bylaws duly enacted on January 28, 1989;

WHEREAS, the Board of Directors of the TMLOA deems it advisable to establish rules and regulations for short-term rentals on property subject to the TMLOA;

THEREFORE, the following conditions for short-term rentals shall apply to any property subject to the TMLOA and shall run with each parcel of land subject to the TMLOA:

1. The owner of any property subject to the TMLOA shall, prior to the offering of such property as a short-term rental, procure and maintain umbrella liability coverage for such property with a minimum policy limit of \$1 million, or such other amount deemed appropriate by the Board of Directors of the TMLOA. The TMLOA shall be listed as an insured under such policy.

2. The owner of any property subject to the TMLOA shall, before such property is offered as a short-term rental, deposit \$1,000.00 with the TMLOA to cover any damage to TMLOA property caused by or otherwise attributable to use of TMLOA property by any third party/parties renting said owner's property. In the event a claim by the TMLOA is made against the deposit, said owner shall deposit any further amount necessary to maintain a deposit balance of \$1,000.00. The deposit amount shall be subject to change from time to time as deemed appropriate by the Board of Directors of the TMLOA. The Board of Directors of the TMLOA shall have the authority to establish procedures and protocols pertaining to said damage deposit.

3. The owner of any property subject to the TMLOA shall, prior to such property being offered as a short-term rental, report to the TMLOA the name(s) of each party who will be using the property and provide to the TMLOA a description of all vehicles to be used by said party/parties,

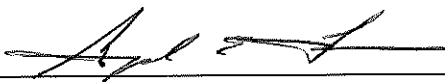
including license plate numbers, while on property subject to the TMLOA.

4. The owner of any property subject to the TMLOA shall, prior to such property being offered as a short-term rental, comply with all applicable state, county, and municipal statutes, regulations, and/or ordinances.

5. The owner of any property subject to the TMLOA shall, prior to such property being offered as a short-term rental, provide the TMLOA with a copy of any business license required by any governmental entity as to such property's use as a short-term rental.

6. The TMLOA or any owner of property subject to the TMLOA may enforce these covenants, conditions, and restrictions via appropriate court action including, but not limited to, actions for damages and/or injunctive relief.

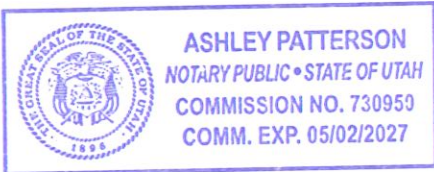
THUNDER MOUNTAIN LAND OWNERS'
ASSOCIATION, INC.

By 
Boyd E. Ferrin, President of Thunder Mountain
Land Owner's Association, Inc.

STATE OF UTAH)
)
County of Weber)

On this 14 day of ^{May 2020} ~~October~~ 2025, before me personally appeared Boyd E. Ferrin, known or identified to me to be the person whose name is subscribed to the within and foregoing Amendment to the Declarations of Covenants and Restrictions of Thunder Mountain Ranch and Thunder Mountain Park, and acknowledged to me that he voluntarily executed the same as President of the Thunder Mountain Land Owners' Association, Inc.

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



Ashley Patterson
Notary Public for Utah
Residing at: Ogden, Utah
My Commission Expires: 05/02/2027