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LAWSON & LASKI, PLLC  
Attention: Edward A. Lawson  
Post Office Box 3310  
Ketchum, ID 83340

**Instrument # 477396**  
HAILEY, BLAINE, IDAHO  
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MARSHA RIEMANN Fee: 21.00  
Ex-Officio Recorder Deputy  
Index to: AMENDED COVENANTS & RESTRICTIONS

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**THIRD AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE THUNDER SPRING DEVELOPMENT**

This Third Amendment to the Declaration of Covenants, Conditions and Restrictions For The Thunder Spring Development, ("**Third Amendment**"), supplementing and amending the Declaration of Covenants, Conditions and Restrictions For The Thunder Spring Development recorded October 27, 2000 as Instrument No. 444556, records of Blaine County, Idaho ("**Original Declaration**"), as amended by the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Thunder Spring Development recorded March 27, 2001 as Instrument No. 449366 ("**First Amendment**"), and by Amendment No. Two to the Declaration of Covenants, Conditions and Restrictions for Thunder Spring Development recorded November 8, 2001 as Instrument No. 457654 ("**Second Amendment**"), records of Blaine County, Idaho (collectively the "**Declaration**"), is made this 27th day of December, 2002.

I. Amendments. The Declaration is hereby amended and supplemented as follows:

A. Section 2.31 in the definition section of the Original Declaration is hereby amended to read "Plat" means that part of a Declaration that is a land survey plat as set forth in Idaho Code § 50-1301, as amended, depicts all or any portion of the Condominium Project in two dimensions, is executed by the Declarant, as is recorded in the Records of Blaine County, Idaho. The original plat was recorded under the name Thunder Spring Large Block Plat, March 10, 2000 as Instrument No. 437167, as amended by a plat recorded under the name Sun Cloud Condominiums, October 27, 2000 as Instrument No. 444560, as amended by a plat recorded under the name Sun Path Condominium, January 30, 2001 as Instrument No. 447351, as amended by a plat recorded under the name Morning Sun Condominiums, July 10, 2001 as Instrument No. 452954, as amended by a plat recorded under the name Sun Peak Condominiums, July 10, 2001 as Instrument No. 452955, as amended by a plat recorded under the name Mountain Dance Condominiums, December 20, 2001 as Instrument No. 459346 and as amended by a plat under the name Thunder Cloud Condominiums, December 21, 2001 as Instrument No. 459419, records of Blaine County, Idaho."

- B. Paragraph one of the First Amendment is hereby amended to read, “supplementing and amending the Declaration of Covenants, Conditions and Restrictions for the Thunder Spring Development recorded as Instrument No. 444556.”
- C. Paragraph 1.A. in the Second Amendment is hereby deleted in its entirety and replaced with the following language:

“ARTICLE 22. ANNEXATION

Section 22.1 "Right to Annex" Declarant shall have the right to annex to the real property described as Lot 7, Fox Run Subdivision, according to the official plat thereof recorded January 8, 1992 as Instrument No. 336986, records of Blaine County, Idaho and future units located within existing Blocks A or C or future Blocks D, E1, F1, or elsewhere in a Block shown on the Thunder Spring Large Block Plat, recorded March 10, 2000 as Instrument No. 437167, records of Blaine County, Idaho, and thereby encumber said property with this Declaration and bring within the scheme of this Declaration and subject to the jurisdiction of the Association said property. The consent of the existing Unit Owners, First Mortgagees or other holders of security interest shall not be required for any such annexation and Declarant may proceed with such annexation without limitation at its sole option.

Section 22.2 "Procedure for Annexation" Any annexation shall be made by recordation of a supplemental declaration covering the real property to be annexed. The supplemental declaration shall describe the real property to be annexed and state that annexation is being made pursuant to this Declaration for the purpose of extending the jurisdiction of the Association to cover the property being annexed. The supplemental declaration may contain such complimentary additions and modifications to the terms of this Declaration as may be necessary or desirable to reflect the different character, if any, of the property being annexed and as are not inconsistent with the general scheme of this Declaration. The supplemental declaration shall reallocate the Allocated Interests so that the Allocated Interests appurtenant to each Unit will be apportioned according to the total number of Units submitted to this Declaration. The Allocated Interests appurtenant to each Unit in the Project shall be based on the formula used in the existing Exhibit "B" (that is the relative value of each Unit as compared to the value of all Units). Annexation shall be effective upon recordation of the supplemental declaration and thereupon the real property described therein shall be subject to all of the provisions of this Declaration, to the extent made applicable by the supplemental declaration, and to the jurisdiction of the Association pursuant to the terms of this Declaration, the Articles and Bylaws.

Section 22.3 "Annexed Property" Each owner of a Unit in an annexed property automatically shall be a member of the Association and such owners and annexed real property shall be subject to assessment by the Association for the benefit of the project or any part thereof. The Association shall have the duties, responsibilities and powers set forth in this Declaration, the Articles and Bylaws with respect to the annexed real property. Except as may otherwise be expressly provided in this Declaration or any supplemental declaration, the project shall be managed and governed by the Association as an entirety. All owners shall have ingress and egress to and from all the common area

throughout the project and any phase thereof and shall have use and enjoyment of any recreational facilities and other amenities contained within the common area throughout the project, provided that any such use shall be subject to the provisions of this Declaration, any supplemental declaration, the Bylaws and the Rules and Regulations.”

D. The reference to “Section 17.1(e)” in paragraph B of the Second Amendment is deleted and replaced with a reference to Section 16.1(e).

E. Exhibit B to the Declaration is hereby deleted and replaced with “Exhibit B” attached hereto, revising the table of allocated interests.

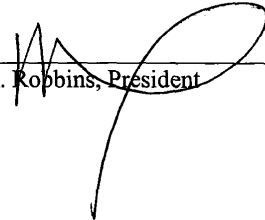
II. Construction. This Amendment and the Declaration are intended to be complimentary and one instrument. In the event of any ambiguity or inconsistency between this Amendment and the Declaration, the terms of this Amendment shall govern. Unless the context clearly requires a different meaning, all capitalized terms used in this Amendment shall have the meaning established in the Declaration.

III. Ratification. Except as otherwise expressly provided herein, the Declaration, as amended, is ratified and affirmed.

The undersigned, President of the Thunder Spring Condominium Owners’ Association, Inc., hereby certifies that this Third Amendment was approved and adopted by a vote of at least sixty-seven percent (67%) of all Owners subject to the Declaration at a meeting held for that purpose on December 27, 2002.

Thunder Spring Condominium Owners’  
Association, Inc., an Idaho non-profit  
corporation

By: \_\_\_\_\_  
Richard K. Robbins, President



STATE OF California )  
 ) ss.  
County of Marin )

On this 22<sup>nd</sup> day of January, 2003, before me, Cassandra F. Gaenger, a Notary Public in and for said State, personally appeared Richard K. Robbins, known or identified to me to be the president of Thunder Spring Condominium Owners' Association, Inc., the corporation that executed the within instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



Cassandra F. Gaenger  
Notary Public for State of California  
Residing at 219 Forbes Avenue, San Rafael, CA  
My commission expires 5/3/03

**EXHIBIT B**

**TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE THUNDER SPRING DEVELOPMENT**

**TABLE OF ALLOCATED INTERESTS**

<u>UNIT NO.</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE SHARE OF COMMON EXPENSES AND VOTES</u>
A1-1	2149	1.178095859
A1-2	3752	2.056870947
A1-3	3033	1.662710443
A2-1	2360	1.29376744
A2-2	1150	0.630437524
A2-3	2290	1.255392982
A2-4	2420	1.326659832
B1-1	3344	1.833202677
B1-2	1730	0.948397318
B1-3	1717	0.941270633
B1-4	1197	0.656203231
B1-5	3295	1.806340557
B1-6	1661	0.910571067
B1-7	1671	0.916053132
B1-8	1216	0.666619155
B1-9	3340	1.831009851
B1-10	2627	1.440138587
B1-11	1661	0.910571067
B2-1	2775	1.521273155
B2-2	2636	1.445072445
B2-3	2163	1.185770751
B2-4	2792	1.530592666
B2-5	2775	1.521273155
B2-6	3861	2.11662546
B2-7	4940	2.708140319
C-1	1431	0.784483562
C-2	1194	0.654558612
C-3	1014	0.555881434
C-4	2872	1.574449189
C-5	1863	1.021308788
C-6	2887	1.582672288
C-7	2481	1.360100431
C-8	1858	1.018567756
C-9	3616	1.982314857
C-10	3489	1.912692626
C-11	3741	2.050840675
C-12	3741	2.050840675
C-14	3319	1.819497514

**TABLE OF ALLOCATED INTERESTS-  
CONTINUED**

<u>UNIT NO.</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE SHARE OF COMMON EXPENSES AND VOTES</u>
C-15	3319	1.819497514
C-16	3526	1.932976268
C-17	3526	1.932976268
C-18	2558	1.402312335
C-19	2558	1.402312335
G-1	3100	1.699440281
G-2	4800	2.631391403
G-3	1100	0.603027197
G-4	3100	1.699440281
G-5	3270	1.792635393
G-6	2400	1.315695702
G7	40000	21.92826169
H-1	4541	2.489405909
H-2	3602	1.974639965
H-3	4952	2.714718797
Totals	<u>182413</u>	<u>100</u>