

Recording Requested By and
When Recorded Return to:

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**SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE THUNDER SPRING
DEVELOPMENT, A CONDOMINIUM**

The following provision shall be added to and supplement the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE THUNDER SPRING DEVELOPMENT, A CONDOMINIUM ("Declaration") as follows:

1. **New Section.** A new Section 10.9(b) is added after Section 10.9(a) as follows:

Section 10.9 (b) Right to Hearing re: Suspension of Certain Utilities and Services

If any default in payment of any Annual, Special, or Default Assessment shall continue for a period of ninety (90) days or more, the Association may withhold any and all services or utilities to the defaulting Owner's Unit provided by or through the Association.

In the event the Association intends to take action as set forth in Section 10.9(a), above, the Association shall notify the Owner in question of the provisions of this subsection via certified mail, return receipt requested. The Owner shall have fourteen (14) calendar days from the date of mailing of said notice to request, in writing, a hearing before the Board of Directors as to why such action should not be taken. The

hearing shall occur within fourteen (14) calendar days from receipt of the written request. The time period for holding the hearing may be extended once by the board in its sole and absolute discretion for, good cause.

2. **Replaced and Superseded Exhibit "B" to Declaration.** The attached Exhibit "B" fully replaces, and supersedes the Exhibit B recorded with the Amended And Restated Declaration of Covenants, Conditions, and Restrictions for the Thunder Spring Development, A Condominium, Instrument No. 554269, recorded in Blaine County, Idaho on December 24, 2007.
3. **Survival of Remaining Terms of Declaration.** Except as amended herein, the Declaration and all of its terms and provisions remain in full force and effect.
4. **Conflict.** In the event of any conflict among this Amendment, the Declaration, Bylaws, Articles of Incorporation, or Rules and Regulations, this Amendment shall prevail. To the extent not modified by this Amendment, all of the provisions of the Declaration, Bylaws, Articles of Incorporation, and Rules and Regulations are hereby ratified.
5. **Effective Date.** This Amendment shall be effective as of the date of recording in Blaine County, Idaho.

Authority. This Amendment was authorized by a majority vote of in excess of fifty per cent (50%) of the Owners of the Thunder Spring Condominium Owners Association, Inc. at a duly noticed and called meeting of the Owners on DECEMBER 26, 2011.

SECRETARY'S CERTIFICATE

I, JOHN PARTEN, Secretary of the Thunder Spring Condominium Owners Association, Inc. received and tallied the votes of Owners at a duly noticed and called meeting of Owners on 12/26/2011. A total of 28 Owners, representing in excess of fifty per cent (50%) of Unit Owners to which the votes in the Association are allocated, pursuant to Section 20.2 of the Declaration, voted to amend the Declaration as set forth above. The Amendment was duly adopted.

Thunder Spring Condominium Owners
Association, Inc.

By: John Parten (sign)
JOHN PARTEN (print)
Its: Secretary

IN WITNESS WHEREOF, the undersigned has executed the foregoing document effective as of the date first above written, and certifies that the amendment was duly adopted.

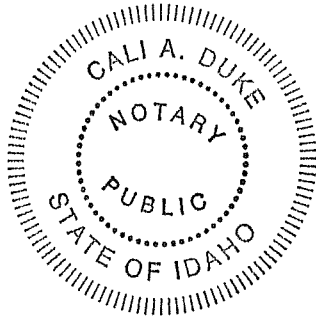
Thunder Spring Condominium Owners
Association, Inc.

By: Weldon Wankler (sign)
WELDON WANKLER (print)
Its: President

STATE OF IDAHO)
) ss.
County of Blaine)

On this 19th day of January, 2012, before me, Cali A. Duke, a Notary Public in and for said state, personally appeared John Parker & Weston Wankier, known or identified to me to be the **President** of the Corporation that executed this document on behalf of said entity, and acknowledged to me that said entity executed the same and did subscribe and swear to the same before me and in my presence.

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



Cali A. Duke

Notary Public for Idaho
Residing at Refugio, Idaho
My commission expires 10/10/12

EXHIBIT B
TO DECLARATION

Table of Allocated Interests

Unit Number	Size	Percentage Share
A1-1 Sun Peak	1,885	0.935%
A1-2	3,158	1.566%
A1-3	2,712	1.345%
A1-4	1,461	0.724%
A1-5	1,632	0.809%
A2-1 Sun Path	2,203	1.092%
A2-2	1,364	0.676%
A2-3	2,169	1.076%
A2-4	2,039	1.011%
A2-5	2,125	1.054%
A2-6	1,655	0.821%
B1-1 Morning Sun	2,918	1.447%
B1-2	1,520	0.754%
B1-3	1,449	0.719%
B1-4	1,062	0.527%
B1-5	2,911	1.443%
B1-6	1,408	0.698%
B1-7	1,441	0.715%
B1-8	1,068	0.530%
B1-9	2,960	1.468%
B1-10	2,316	1.148%
B1-11	1,351	0.670%
B2-1 Sun Cloud	2,487	1.233%
B2-2	2,373	1.177%
B2-3	1,875	0.930%
B2-4	2,481	1.230%
B2-5	2,483	1.231%
B2-6	3,196	1.585%
B2-7	4,369	2.166%
C-1 Thunder Cloud	1,742	0.864%
C-2	1,072	0.532%
C-3	928	0.460%
C-4	2,723	1.350%
C-5	1,740	0.863%

Unit Number	Size	Percentage Share
C-6	2,651	1.315%
C-7	2,310	1.145%
C-8	1,723	0.854%
C-9	3,392	1.682%
C-10	3,361	1.667%
C-11	3,511	1.741%
C-12	3,480	1.726%
C-13 Zenergy Office	609	0.302%
C-14	3,190	1.582%
C-15	3,387	1.680%
C-16	3,399	1.685%
C-17	3,447	1.709%
C-18	2,384	1.182%
C-19B	3,111	1.543%
E-1 Coyote Moon	1,996	0.990%
E-2	2,880	1.428%
E-3	2,328	1.154%
E-4	3,747	1.858%
E-5	2,970	1.473%
E-6	3,108	1.541%
E-7	1,800	0.893%
G-1 Mountain Dance	3,042	1.508%
G-2	4,681	2.321%
G-3	1,152	0.571%
G-4	3,093	1.534%
G-5	3,362	1.667%
G-6	2,324	1.152%
G Zenergy	42,893	21.269%
H-1 North Star	4,539	2.251%
H-2	3,240	1.607%
H-3	4,279	2.122%
	201,665	100.000%