



August 6, 2025

To: Valley County P&Z Commission C/O Cynda  
Fr: Idaho Pacific Investments LLC (IPI)  
Re: Blue Mountain Subdivision Final Plat Approval

IPI in conjunction with Granite Excavations and other contractors have complied with the requirements of Conditional Use Permit No. 21-36

IPI requests being added to the September 11, 2025 P&Z Agenda

- Item 1 Understood
- Item 2 No Changes
- Item 3 Undertood
- Item 4 Understood
- Item 5 Complied
- Item 6 Completed
- Item 7 Antonio with Ackerman/Estvold is preparing report.
- Item 8 Was completed by Idaho Power subcontractor during joint trench work.
- Item 9 Ron Manning Engineering is preparing report.
- Item 10 Addressed by the attached Declaration.
- Item 11 Jim Frank has spoken with the Fire Chief and this will be satisfied prior to recording.

Item 12        In Process

Item 13 & 14 Addressed by the attached Supplemental Declaration, which ties into the General Declaration. The General Declaration satisfies the lighting, wildfire prevention, noxious weeds and wood burning device requirements.

Item 15        Understood

Item 16        Central Health – Will finalize

Item 17        Dan Dunn Surveyors will satisfy (See Attached)

Item 18        Understood

Item 19        Scott Turlington with Tamarack to confirm.

Item 20        Understood

Item 21        Granite Excavation installed sewer and lift station approved by DEQ and North Lake.

Feel free to contact Perry Spataro at 949.212.2945 or via email at [perry@cmmproducts.com](mailto:perry@cmmproducts.com) as he has been managing the entire construction project.

Kind Regards,

Idaho Pacific Investments LLC

Recording Requested By and  
When Recorded Return to:

Idaho-Pacific Investments, LLC  
3185 Airway Ave, Ste E  
Costa Mesa, CA 92626

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**OWNER'S DECLARATION OF PRIVATE ROADS AND GATE  
FOR BLUE MOUNTAIN SUBDIVISION**

This Declaration is made by Idaho-Pacific Investments, LLC, an Idaho limited liability company ("**Declarant**"), which is the owner of certain lands located in Valley County, Idaho.

RECITALS

(A) Declarant did, on the \_\_\_\_ day of \_\_\_\_, 202\_\_, for of record that certain plat recorded as Instrument No. \_\_\_\_\_ with the Valley County, Idaho Recorder and entitled "Amended Plat Blue Mountain Subdivision," as the same may be amended (the "**Amended Plat**"). The Amended Plat is a replat of only a portion of Blue Mountain Subdivision. The Amended Plat only relates to and applies to the real property described in the Amended Plat (the "**Affected Property**").

(B) Declarant is the Owner of the Affected Property.

(C) This Declaration is being recorded, in compliance with the Valley County Land Use and Development Ordinance, to describe the status of the private roads within the Affected Property, the maintenance responsibility therefore, and the standards and provisions governing completion thereof.

AGREEMENT

NOW, THEREFORE, the Declarant hereby states and declares as follows.

1. **Recitals.** The foregoing recitals are incorporated and made part of this Declaration by this reference.
2. **Private Roads.** All roads which are depicted on the Amended Plat (including, but not limited to, those roads which are labeled as "Drive", "Place", or "Court") are PRIVATE ROADS and shall permanently remain PRIVATE ROADS (hereafter "**Private Roads**"), for the use and enjoyment of the members of the Tamarack Municipal Association Inc., together with their guests, invitees, and assigns, subject to the terms, conditions, and reserved Declarant's rights contained in the General Declaration for the Tamarack Resort, and, as applicable, the Supplemental Declaration for Tamarack Resort, Blue Mountain Subdivision.

3. **Declarant is Solely Responsible for the Costs of the Road Design and Construction.** Declarant is solely responsible for the costs of the design and construction of the Private Roads, pursuant to and according to the final plans therefor, as submitted to Valley County.

4. **Valley County is Not Responsible for the Roads.** Valley County shall have no responsibility for the costs of the design, construction, maintenance, upkeep, repair or replacement of the Private Roads.

5. **Tamarack Municipal Association Responsible for Maintenance of Roads.** The Tamarack Municipal Association, Inc., a duly formed Idaho non-profit corporation, whose members shall include the owners of Lots in the Tamarack Resort Planned Unit Development, shall be solely responsible for the maintenance, repair, upkeep, replacement, and control of all of the Private Roads.

6. **Status of Private Roads.** Construction and paving of the Private Roads shown on the Amended Plat is not completed. The Private Roads will be completed to a paved surface by \_\_\_\_\_, pursuant to specifications approved by Valley County. 100% of the estimated cost to complete the roads has been pre-paid by Declarant to the civil contractor Granite Construction pursuant specifications approved by Valley County, as verified by the attached confirmation of payment.

In witness whereof, the undersigned Owner of the Affected Property has executed this Declaration the day and year specified below.

Idaho-Pacific Investments, LLC, an Idaho  
limited liability company:

By: \_\_\_\_\_  
Perry Spataro, Manager

Date: \_\_\_\_\_

STATE OF IDAHO                    )  
  ) ss.  
County of \_\_\_\_\_ )

This record was acknowledged before me on \_\_\_\_\_ by Perry Spataro  
as the manager of Idaho Pacific Investments, LLC.

\_\_\_\_\_  
Signature of notary public  
My commission expires \_\_\_\_\_

Recording Requested By and  
When Recorded Return to:

Idaho-Pacific Investments, LLC  
3185 Airway Ave, Ste E  
Costa Mesa, CA 92626

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**SUPPLEMENTAL DECLARATION  
FOR  
TAMARACK RESORT  
BLUE MOUNTAIN SUBDIVISION**

This Supplemental Declaration is made by Idaho-Pacific Investments, LLC, an Idaho limited liability company ("**Declarant**"), as the owner of the Affected Property.

RECITALS

(A) This Supplemental Declaration (a) is filed pursuant to Section 7.1 of the Second Amended and Restated General Declaration for Tamarack Resort, as amended by the Third Amendment and Fourth Amendment thereto, and recorded with the Valley County, Idaho Recorder as Instrument Nos. 308530, 327953 and 439775 respectively (collectively "**General Declaration**"), as the same may be amended; and, (b) affects only the real property which is the subject of the recorded Amended Plat (defined below) for Blue Mountain Subdivision and any amendments thereto (the "**Affected Property**").

(B) The purposes of this Supplemental Declaration are to set forth additional covenants and conditions with respect to the use, density and design of improvements on the Affected Property, in order to preserve the natural beauty of Tamarack Resort, to maintain Tamarack Resort as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of the Affected Property and Tamarack Resort.

(C) Idaho-Pacific Investments, LLC, an Idaho limited liability company, is the Declarant for purposes of this Supplemental Declaration.

(D) Tamarack Resort Two, LLC., a Florida limited liability company ("**Tamarack Declarant**") is the declarant for purposes of the General Declaration. Neither the Tamarack Declarant nor any entity related thereto has any ownership interest in the Affected Property, and has had no involvement in the development of the Affected Property. The "Declarant" as defined herein is the Declarant only for purposes of this Supplement Declaration, and shall specifically not be confused with or considered to be the declarant for purposes of the General Declaration or any other governing document related to Tamarack Resort except for this Supplemental Declaration.

## AGREEMENT

NOW, THEREFORE, the Declarant hereby declares that as of the date of recording of this Supplemental Declaration the Affected Property and each lot, tract or parcel thereof (hereafter called “**Lot**,” unless specified to the contrary), is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes (hereafter collectively called “**Covenants and Restrictions**”), all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Affected Property or any Lot therein, and to enhance the value, desirability and attractiveness thereof. The Covenants and Restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Affected Property or any Lot therein; shall inure to the benefit of every Lot in the Affected Property and any interest therein; and shall inure to the benefit of and be binding upon the Declarant and each Owner, and each successor in interest of each, and may be enforced by the Declarant, by any Owner, or by the Association, as hereafter provided. Notwithstanding the foregoing, no provision of this Supplemental Declaration shall be construed or enforced to prevent or limit the Declarant’s right to complete development of the Affected Property in accordance with the plan therefor as the same exists or may be modified from time to time by the Declarant nor prevent normal construction activities during the construction of Improvements upon any Lot in the Affected Property. No development or construction activities shall be deemed to constitute a nuisance or violation of this Supplemental Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event of a conflict between the provisions of this Supplemental Declaration and the requirements of the laws, rules, regulations or ordinances applicable to the Affected Property, the more restrictive shall control.

1. **Recitals.** The foregoing recitals are incorporated and made part of this Supplemental Declaration by this reference.

2. **Definitions.** As used in this Supplemental Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as set forth in this Section 2. Initially capitalized terms used herein and not otherwise defined in this Supplement Declaration shall have the meaning set forth in the General Declaration.

(a) “**Affected Residential Units**” means all building lots shown on the Amended Plat.

(b) “**Amended Plat**” means that certain plat recorded as Instrument No. \_\_\_\_\_ with the Valley County, Idaho Recorder and entitled “Amended Plat Blue Mountain Subdivision,” as the same may be amended. The Amended Plat is a replat of only a portion of Blue Mountain Subdivision. The Amended Plat only relates to and applies to the Affected Property.

(c) “**Attached Garage**” means a garage which is attached directly to a Living Unit. A garage which is attached to a Living Unit by a breezeway, or some other covered but unenclosed outdoor route shall not be considered an Attached Garage.

(d) **“Building and Improvement Envelope”** means each area designated as a “building and improvement envelope” pursuant to Section 7.15 of the General Declaration.

(e) **“Building Improvements”** means any material improvement of any of the Affected Property including, but not limited to landscaping, site preparation, paving, fencing, building construction, exterior changes, or interior changes which change the use of interior space to an unauthorized use or which would change the number of Living Units.

(f) **“Cooking Facility”** means fixtures and equipment for food storage and preparation of meals, including at least a sink, cooktop (including an oven, range, and/or microwave) and refrigerator.

(g) **“Gate”** means the gate and associated improvements located at the entrance to the Affected Property from West Mountain Road.

(h) **“Living Unit”** means one or more rooms designed for or which may readily be occupied exclusively by one family or group of people living independently from any other family or group of people and having not more than one Cooking Facility.

(i) **“Primary/Secondary Structure”** means a detached building which contains two Living Units, one being for Guests, which Living Units cannot be separately sold, rented or leased.

(j) **“Secondary Structure”** means a detached building which contains one Guest Living Unit, and which cannot be sold, rented or leased separately from the Single Family Structure. If a garage which is not an Attached Garage has a Living Unit, it will be considered a Secondary Structure.

(k) **“Single Family Structure”** means a detached building which contains one Living Unit.

(l) **“Supplemental Declaration”** means this Supplemental Declaration as may be amended and supplemented.

### 3. **Annexation of the Affected Property into Tamarack Resort.**

(a) **Annexation.** Declarant hereby annexes the Affected Property into Tamarack Resort pursuant to Section 10.1 of the General Declaration. This annexation is authorized pursuant to the Limited Transfer of Right to Annex Property executed by Declarant and Tamarack Declarant and recorded contemporaneously herewith.

(b) **Incorporation and Adoption of General Declaration.** All covenants, restrictions and provisions of the General Declaration are hereby incorporated by reference, adopted, and declared to be applicable to and binding upon the Affected Property. This Supplemental Declaration is consented to by the Tamarack Declarant consistent with Section 10.1 of the General Declaration.

4. **Tamarack Municipal Association.**

(a) **Class A Residential Membership.** Each Owner of an Affected Residential Unit shall be a Class A Residential member of the Tamarack Municipal Association (“**Municipal Association**”), pursuant to the Municipal Association Articles of Incorporation and Bylaws.

(b) **Estate Lots.** The Owners of the Affected Residential Units shall be deemed to be Owners of Estate Lots.

5. **Neighborhood Designation.** Pursuant to Section 2.27 of the General Declaration, the Neighborhood Designation for the Affected Property shall be the Blue Mountain Neighborhood, comprising all Affected Residential Units shown on the Amended Plat with a housing type of Estate Lots. The Blue Mountain Neighborhood shall act through a Neighborhood Committee established in accordance with the Bylaws.

6. **Easements, Gate, Roads and Utilities.**

(a) **Recreation Easements.** The Recreation Easements depicted on the Amended Plat shall be reserved for such recreational uses as the Declarant shall designate, in Declarant’s sole discretion, including but not limited to the following uses: pedestrian, golf carts, bicyclists, and skiers, and the use of motorized equipment to maintain and prepare trails and surrounding property for the same. Declarant shall also have the sole discretion to identify allowable users of the Recreation Easements. Declarant may, in its sole discretion, vacate all or any of the Recreation Easements. In the case of any conflict between the location of the Recreation Easements, as depicted on the Amended Plat, and as actually located on the ground, the on-ground location shall control. DECLARANT SHALL ALSO HAVE THE RIGHT TO CONSTRUCT TRAILS IN ANY OPEN SPACE PARCEL OR OPEN SPACE EASEMENT OR RECREATION EASEMENT, AS WELL AS ROAD RIGHT OF WAYS, TO BE USED FOR SUCH RECREATIONAL USES AS THE DECLARANT SHALL DESIGNATE, IN DECLARANT’S SOLE DISCRETION, INCLUDING BUT NOT LIMITED TO THE FOLLOWING USES: PEDESTRIAN, GOLF CARTS, BICYCLISTS, AND SKIERS, AND THE USE OF MOTORIZED EQUIPMENT TO MAINTAIN AND PREPARE TRAILS AND SURROUNDING PROPERTY FOR THE SAME. DECLARANT SHALL ALSO HAVE THE SOLE DISCRETION TO IDENTIFY ALLOWABLE USERS OF SUCH TRAILS.

(b) **Easements for Utilities.**

(i) Easements, consistent with Section 9.2 of the General Declaration is hereby reserved unto Declarant for itself, the Tamarack Declarant, so long as the Tamarack Declarant owns any property subject to this Declaration, the Resort Association, and the designees of each (which may include, without limitation, the County and any utility), as access and maintenance easements upon, across, over, and under Utility Easement, Access Easement, Road right-of-way, or Open Space which is depicted on the Amended Plat; to the extent reasonably necessary for the purpose of constructing, replacing, repairing, and maintaining utilities and facilities set forth in Section 9.2 of the General Declaration.

(ii) Additionally, that certain Declaration of Installation of Utilities For Blue Mountain Subdivision (“**Declaration of Utilities**”), recorded with the Valley County Recorder,



describes the sewage disposal, potable water and power services that will be installed for use of the Affected Property.

(c) **Snow Storage Easements.** An easement is reserved within any Snow Storage Easement which is depicted on the Amended Plat for the placement of snow plowed, blown or otherwise cleared from driveways, roads, or Open Space. No Building Improvements shall be constructed within any Snow Storage Easement other than utility-related improvements, signage, entry monuments and lighting, landscaping that does not interfere with snow storage, and mailboxes which are permitted or required pursuant to the Design and Development Guidelines.

(d) **Landscape Easements.** An easement is reserved for the Municipal Association and the Declarant to install, maintain and replace landscaping, approved by the Municipal Association, located within any Landscape Easement which is depicted on the Amended Plat. Declarant shall install the initial landscaping improvements within the Landscape Easement, and the Municipal Association shall maintain the landscaping improvements within the Landscape Easements, with the cost of the same to be assessed as a Municipal Assessment. Owners may install and maintain additional trees and shrubs within the Landscape Easement to the extent located on their own Estate Lot, at the cost of the Owner, and with the prior approval of the Design Review Committee.

(e) **Conservation Easement.** The Conservation Easement depicted on the Amended Plat is part of that certain Conservation Easement recorded with the Valley County, Idaho Recorder as Instrument No. 262130, as the same may be amended. The terms and conditions of said Conservation Easement shall apply to the Amended Plat to the extent that the Conservation Easement is located on the Affected Property.

(f) **Drainage Easements.** A permanent, perpetual and non-exclusive easement is hereby reserved in Declarant, and granted to the Tamarack Municipal Association, on and across all portions of each Unit outside the Building and Improvement Envelope within the Affected Property, for the purpose of constructing and maintaining drainage, sub-drainage and surface water management features, facilities and improvements.

(g) **Golf Easement.** The terms of the General Declaration with regard to the Golf Course and all related easements shall apply to each Affected Residential Unit, including but not limited to the following sections of the General Declaration: Section 5.3 regarding Private Amenities, Section 9.5 regarding Easements of the Golf Course, and Article 12 regarding the Golf Course and Club Facilities. The Golf Course is located on the real property described at Exhibit A attached hereto. Additionally, no owner of any Affected Residential Unit shall landscape, grade, or irrigate their property in such a manner as to cause damage to the Golf Course.

(h) **Gate.** Declarant shall install the initial Gate and the Municipal Association shall maintain, repair and replace the Gate thereafter, with the cost of the same to be assessed as a Local Maintenance Assessment to all Units within the Affected Property.

(i) **Sewer Lift Station.** Declarant shall install a sewer lift station serving the Affected Property and the Municipal Association shall operate, maintain, repair and replace the sewer lift station thereafter, with the cost of the same to be assessed as a Local Maintenance Assessment to

all Units within the Affected Property; provided if the sewer lift station serves properties other than the Affected Property, then the cost will be assessed as a Municipal Assessment.

(j) **Roads.** Pursuant to that certain Owner's Declaration of Roads For Blue Mountain Subdivision ("**Declaration of Private Roads**"), recorded with the Valley County Recorder, all roads which are depicted on the Amended Plat (including, but not limited to, those roads which are labeled as "Drive", "Place", or "Court") are private roads and shall permanently remain private roads. Said roads are hereby irrevocably dedicated for the nonexclusive use and enjoyment of the members of the Municipal Association and the Owners of the Affected Residential Units, together with their guests, invitees, and assigns, subject to the terms, conditions, and reserved Tamarack Declarant's rights contained in the General Declaration and the reserved Declarant's Rights contained in this Supplemental Declaration, which shall in no event divest the members' right of use as aforesaid. As provided in the General Declaration and the Declaration of Private Roads, the Municipal Association shall be responsible for the maintenance and repair of the above-described roads.

There shall be no direct access to West Mountain Road from the Units. Access to West Mountain Road for said Units shall be from Blue Mountain Drive.

## **7. Limitation of Building Improvements.**

(a) **Blue Mountain Neighborhood.** Units within the Blue Mountain Neighborhood may not contain any Building Improvements except the following:

(i) A Single Family Structure and a Secondary Structure within the Building and Improvement Envelope; or, a Primary/Secondary Structure within the Building and Improvement Envelope; and,

(ii) A garage of a size and at a location approved in writing by the DRC, which may be attached or detached, and shall be within the Building and Improvement Envelope; and,

(iii) Such fences, walls, driveways and parking areas as may be approved in writing by the DRC; and,

(iv) Landscaping improvements approved in writing by the DRC; and,

(v) Not more than one wood burning device; and,

(vi) Such other improvements, including hot tubs, swimming pools, solar devices and green houses as may be approved in writing by the DRC.

Total square footage of a Single Family Structure or a Primary/Secondary Structure on these Units may not be less than 5,000 square feet plus the garage. Maximum square footages are defined in the Design and Development Guidelines. Except as set forth in Section 6(d) of this Supplemental Declaration, all landscaping and the maintenance of all Building Improvements on each Unit shall be the responsibility of the Owner of such Unit.

(b) **Sports Courts.** Hard surface sport courts, such as tennis courts, pickle ball courts, basketball courts and the like are prohibited.

(c) **DRC Review and Approval Required.** As stated in the General Declaration and the Design and Development Guidelines, DRC review and approval of all Building Improvements is required.

(d) **Fire Protection.** All Owners shall comply any Wildfire Prevention and Protection Plan established between Declarant and the Southern Idaho Timber Protection Association and/or the Donnelly Rural Fire Protection Association, or their successors or assigns.

## 8. **Use of Affected Residential Units.**

(a) **Single Family Residential Use.** The Affected Residential Units shall be used only for single family residential purposes with customary accessory uses (including but not limited to long- or short-term rentals to persons who use such improvements for residential or lodging purposes) except as permitted under Section 8(c).

(b) **No Further Division.** Without the prior written consent of the Tamarack Declarant, which it may withhold in its sole discretion, neither any Owner of any Affected Residential Unit may apply to Valley County, Idaho, or any governmental jurisdiction to further subdivide any Affected Residential Unit, nor the Declarant may further divide an Affected Residential Unit, provided, however, that the Declarant may adjust Unit lines between Affected Residential Units, prior to sale of such Affected Residential Unit(s), as approved by Valley County.

(c) **Home Office.** An Affected Residential Unit may also be used for a Home Office, only if the Municipal Association has issued a written permit for such activity. The Municipal Association may refuse to issue a permit in its sole and absolute discretion, if, in the Municipal Association's reasonable judgment, such activity would:

- (i) create additional vehicular traffic to or from such Unit;
- (ii) employ persons at such Unit other than those residing at such Unit;
- (iii) require storage of any significant materials, machinery, inventory or other items on such Unit;
- (iv) require processing of materials into finished products or the assembly of parts produced off site;
- (v) require additional parking at such Unit, whether for customers, delivery or otherwise;
- (vi) be incompatible with the quiet enjoyment of the surrounding Units by such Units' Owners; or,
- (vii) otherwise violate the provisions of Article 7 or 8 of the General Declaration.

Any such permit shall be issued for such period and upon such terms as the Municipal Association, in its sole discretion, deems reasonable.

**9. The Club At Tamarack.**

(a) The Club At Tamarack (the “**Club**”) is currently owned and operated by The Club At Tamarack LLC, an Idaho limited liability company, d/b/a The Club At Tamarack (the “**Club Owner**”). The Club Facilities, as defined in the General Declaration, will be privately owned and operated by the Club and will not be a part of any Common Open Space. The Club will have the exclusive right to determine how and by whom the Club Facilities will be used.

(b) Owners of Units in the Affected Property (excluding Declarant and any affiliate of Declarant) must acquire and maintain in good standing at least a Sports Membership in the Club (“**Sustainable Membership Requirement**”). The Declarant, in its sole and absolute discretion, shall have the right to exempt Builders of Units from the Sustainable Membership Requirement during the first three (3) years of their ownership of the Unit. “**Builders**” shall be defined as those Owners who purchase their Unit from Declarant and construct a residence thereon without residing in the residence.

(c) Membership in the Club is subject to the terms and conditions of the Club at Tamarack Membership Plan, the Rules and Regulations and the Membership Agreements, and other governing documents, all as the same may be amended from time to time (the “**Membership Plan Documents**”). The Affected Property shall be subject to the “Sustainable Membership Requirement” as referred to hereinabove and in the Membership Plan Documents. In the event the Club is converted from a non-equity club to a member-owned equity club, the Membership Plan Documents shall also include The Club at Tamarack Equity Membership Plan, the Bylaws, the Certificate of Incorporation and the Membership Purchase Agreements.

(d) Membership in the Club requires the payment of a membership deposit and membership dues, fees and other amounts (the “**Club Charges**”). Club Charges shall be determined by the Club Owner and are subject to change as contemplated by the Membership Plan Documents. Any delinquent Club Charges will be deemed to constitute Compliance Assessments, as defined in the Bylaws. The Municipal Association shall have a lien against each Unit for all unpaid Compliance Assessments in accordance with the lien and foreclosure provisions set forth in Article 4 of the General Declaration and in the Bylaws. In the event that the Municipal Association does not enforce its rights hereunder with respect to a Compliance Assessment resulting from delinquent Club Charges, the Municipal Association hereby consents and authorizes the Club Owner to enforce the aforesaid lien and foreclosure provisions. Transfer of a Club membership shall be in accordance with the Membership Plan Documents.

(e) The Club Owner may, but is not obligated to, assign to the Municipal Association the right to collect any or all Club Charges on behalf of the Club. In such case, the Municipal Association will collect all Club Charges for a particular calendar month and remit same to the Club, together with a statement of accounts receivable itemized in reasonable detail and in such format as may be reasonably acceptable to the Club and the Municipal Association, setting forth the status of payment of each Club member, within ten (10) days following the end of the applicable calendar month. The Club shall have the right, at the Club’s expense, upon reasonable

notice to the Municipal Association to audit the Municipal Association's books and records relating to the collection of and remittance of the Club Charges. The Municipal Association shall, on behalf of the Club, take such actions to collect unpaid Club Charges as the Municipal Association customarily takes with respect to other delinquent Assessments or other amounts owed to the Municipal Association by Owners pursuant to the terms hereof and shall be reimbursed by the Club for all costs incurred by the Municipal Association for such action, within thirty (30) days of the Municipal Association's written request to the Club for such reimbursement.

(f) Subject to the provisions of Section 9(b), ACQUISITION OF A MEMBERSHIP IN THE CLUB IS MANDATORY FOR FUTURE OWNERS. OWNERSHIP OF A LOT OR UNIT OR MEMBERSHIP IN THE MUNICIPAL ASSOCIATION IN AND OF ITSELF DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE CLUB FACILITIES.

(g) This Article 9 may be amended or repealed as follows:

(i) The Club Owner may amend or repeal this Article 9 at any time with regard to Units in the Affected Property with the approval of the then current Owner of the Unit, and the consent of the Tamarack Declarant.

(ii) This Article 9 may also be amended in accordance with the provisions of Section 11(b) below.

#### 10. **Building Guidelines.**

(a) All Building Improvements on any Affected Residential Unit must be built strictly in accordance with the provisions of the Design and Development Guidelines.

(b) By acquiring any interest in an Affected Residential Unit, the Owner of such Unit consents to and accepts the authority of the Design Review Committee to review and approve the plans and specifications for any Building Improvements on such Unit in accordance with the Design and Development Guidelines in effect from time to time. In particular, such Owner recognizes that certain of the judgments which will be made by the DRC are subjective in nature, and such Owner agrees not to contest such subjective judgments unless they are made in bad faith or in an arbitrary and capricious manner.

#### 11. **Miscellaneous.**

(a) **Duration of Supplemental Declaration.** This Supplemental Declaration shall run with and bind the Affected Property and shall inure to the benefit of and shall be enforceable by the Declarant, the Municipal Association or any Owner of an Affected Residential Unit, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Supplemental Declaration is recorded. After such time, this Supplemental Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by the Municipal Association upon the affirmative vote of the Class E Member, the Municipal Association Board, and 90% of the Owners of the Affected Residential Units, has been recorded within the year preceding each extension, agreeing to terminate this Supplemental Declaration, in which case this Supplemental Declaration shall be terminated as specified therein.

(b) **Amendment.** Article 9 of this Supplemental Declaration may be amended in accordance with the provisions of Section 9(g) above. The balance of this Supplemental Declaration may be amended as follows:

(i) **By the Board.** Except as limited or committed to action by the members, either by the Articles, the Bylaws, the General Declaration or this Supplemental Declaration, the Board shall have the power to amend this Supplemental Declaration at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented; provided, that any such amendment shall also require the approval of Declarant. However, if the members shall amend any portion of this Supplemental Declaration, the directors shall not thereafter amend the same in such manner as to defeat or impair the object of the members in taking such action. Any amendment to the Supplemental Declaration approved by the Board shall have no material adverse effect upon any right of any Owner or member.

(ii) **By Owners.** Thereafter and otherwise, this Supplemental Declaration may be amended as follows: upon the affirmative vote of 75% of the Owners of the Affected Residential Units present in person or by proxy at a meeting called for that purpose, and the approval of the Municipal Association, by the recording of a written instrument or instruments specifying the amendment or the repeal, executed by the Municipal Association.

(iii) **By Declarant** The Declarant may, with the written approval of both the Tamarack Municipal Association and the Tamarack Declarant (the consent of the Tamarack Declarant to the form of this Supplemental Declaration being required pursuant to Section 10.1 of the General Declaration), amend and repeal any provisions of this Supplemental Declaration at any time prior to the closing of the sale of the first Unit in the Affected Property.

(c) **Validity and Effective Date of Amendments.** Amendments to this Supplemental Declaration shall become effective upon recordation in the land records of Valley County, Idaho, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplemental Declaration.

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment shall be contrary to the terms or conditions of any valid County, State, or Federal Permit applicable to the PUD; nor, shall any Amendment divest any Owner of any material and substantial vested property rights.

No amendment may remove, revoke, or modify any right or privilege of the Declarant or Tamarack Declarant or the Club Owner without the written consent of the Declarant, Tamarack Declarant, the Club Owner or their assignees of such right or privilege.

(d) **Effect of Provisions of Supplemental Declaration.** Each provision of this Supplemental Declaration, and a promise, covenant and undertaking to comply with each such provision: (a) shall be deemed incorporated in each deed or other instrument by which any right,

title or interest in the Affected Property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; (b) shall, by virtue of acceptance of any right, title or interest in the Affected Property by an Owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner; (c) shall, as a personal covenant, be binding on such Owner and such Owner's 'respective heirs, personal representatives, successors and assigns; (d) shall, as a personal covenant of an Owner, shall be deemed a personal covenant to, with and for the benefit of Declarant and Club Owner and to, with and for the benefit of the Municipal Association but not to, with or for the benefit of any other Owner; (e) shall be deemed a real covenant by Owner, for itself, its successors and assigns, and also an equitable servitude, running, in each case, as a burden with and upon the title to the Affected Property; (f) shall, as a real covenant and also as an equitable servitude, be deemed a covenant and servitude for the benefit of any real property within Tamarack Resort; and (g) shall be deemed a covenant, obligation and restriction secured by a lien, binding, burdening and encumbering the title to the Affected Property which lien with respect to any Unit shall be deemed a lien in favor of the Club Owner and the Municipal Association, jointly and severally.

(e) **Enforcement and Remedies.** Each provision of this Supplemental Declaration with respect to an Owner or property of an Owner shall be enforceable by Declarant or the Municipal Association as provided in Section 18.4 of the General Declaration.

(f) **Protection of Encumbrancer.** No violation or breach of, or failure to comply with, any provision of this Supplemental Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any mortgage, deed of trust or other lien on any property taken in good faith and for value and perfected by recording in the office of the Recorder of Valley County, Idaho, prior to the time of recording in said office of an instrument describing such property and listing the name or names of the Owner or Owners of fee simple title to the property and giving notice of such violation, breach or failure to comply, nor shall such violation, breach, failure to comply or action to enforce affect, defeat, render invalid or impair the title or interest of the holder of any such mortgage, deed of trust, or other lien or title or interest acquired by any purchaser upon foreclosure of any such mortgage, deed of trust or other lien or result in any liability, personal or otherwise, of any such holder or purchaser. Any such purchaser upon foreclosure shall, however, take subject to this Supplemental Declaration with the exceptions that: (i) violations or breaches of, or failures to comply with, any provisions of this Supplemental Declaration which occurred prior to the vesting of fee simple title in such purchaser shall not be deemed breaches or violations hereof or failures to comply herewith with respect to such purchaser, its heirs, personal representatives, successors or assigns, and (ii) the obligation to pay Club Charges and maintain a Club membership in good standing after the foreclosure of any such mortgage, deed of trust or other lien will not apply to an entity that takes title to the property as result of the foreclosure, is related to or affiliated with the foreclosing lender, and is actively attempting to resell the property. In such an event, the obligation to pay Club Charges and maintain a Club membership in good standing shall commence upon the transfer of title to the property by such entity to a third-party Owner that is not related to or affiliated with the foreclosing lender.

(g) **Limited Liability.** Neither Declarant, the Tamarack Declarant, the Club Owner, the Municipal Association, the DRC, the Board of Directors of the Municipal Association, nor any member, agent or employee of any of the same shall be liable to any party for any action or for

any failure to act with respect to any action taken or failure to act that was in good faith and without malice.

(h) **Successors and Assigns.** Except as otherwise provided herein, this Supplemental Declaration shall be binding upon and shall inure to the benefit of Declarant, Tamarack Declarant, the Club Owner, the Municipal Association, and each Owner of an Affected Residential Unit and their respective heirs, personal representatives, successors and assigns.

(i) **Idaho Law Applies.** This Supplemental Declaration shall be governed by and construed in accordance with the internal laws of the state of Idaho without giving effect to any choice or conflict of law provision or rule (whether of the state of Idaho or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the state of Idaho.

(j) **Severability.** Invalidity or unenforceability of any provision of this Supplemental Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Supplemental Declaration.

(k) **No Waiver.** Failure to enforce any provisions of this Supplemental Declaration shall not operate as a waiver of any such provision or of any other provision of this Supplemental Declaration.

Idaho-Pacific Investments, LLC, an Idaho  
limited liability company:

By: \_\_\_\_\_  
Perry Spataro, Manager

STATE OF IDAHO                    )  
  ) ss.  
County of \_\_\_\_\_ )

This record was acknowledged before me on \_\_\_\_\_ by Perry Spataro  
as the manager of Idaho Pacific Investments, LLC.

\_\_\_\_\_  
Signature of notary public  
My commission expires \_\_\_\_\_



Tamarack Declarant Consent Pursuant to Section 10.1 of General Declaration

Tamarack Resort Two, LLC, a Florida limited liability company:

By: \_\_\_\_\_  
Martin Pico, Vice President

STATE OF IDAHO                    )  
  ) ss.  
County of \_\_\_\_\_ )

This record was acknowledged before me on \_\_\_\_\_ by Martin Pico as the Vice President of Tamarack Resort Two, LLC.

\_\_\_\_\_  
Signature of notary public  
My commission expires \_\_\_\_\_

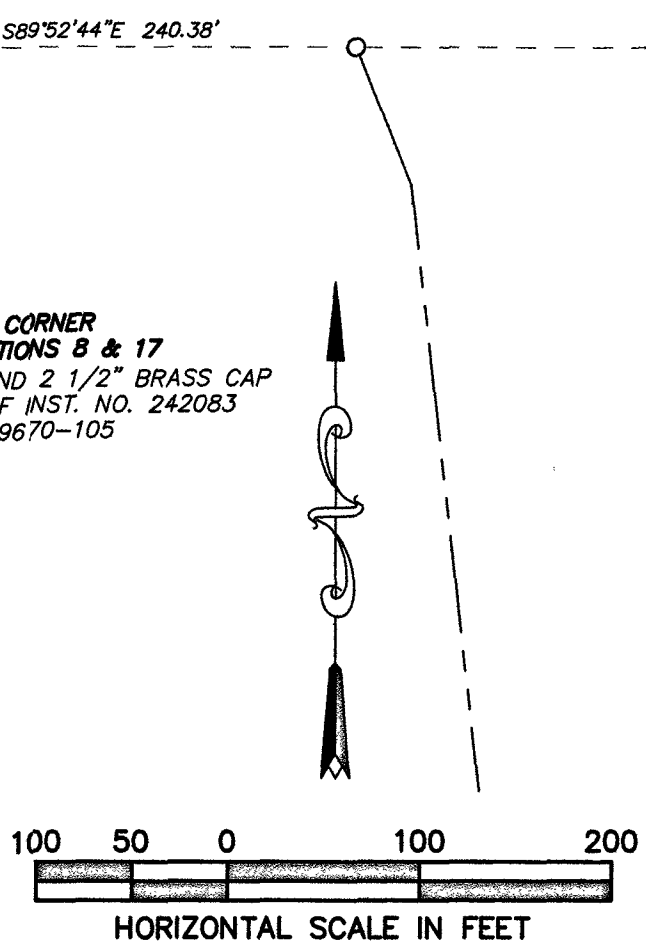
# TAMARACK RESORT PLANNED UNIT DEVELOPMENT MONTELAGO

A RE-PLAT OF A PORTION OF BLUE MOUNTAIN SUBDIVISION  
IN THE S1/2 OF THE NE1/4  
SECTION 8  
TOWNSHIP 15 NORTH, RANGE 3 EAST, B.M.  
VALLEY COUNTY, IDAHO  
2025

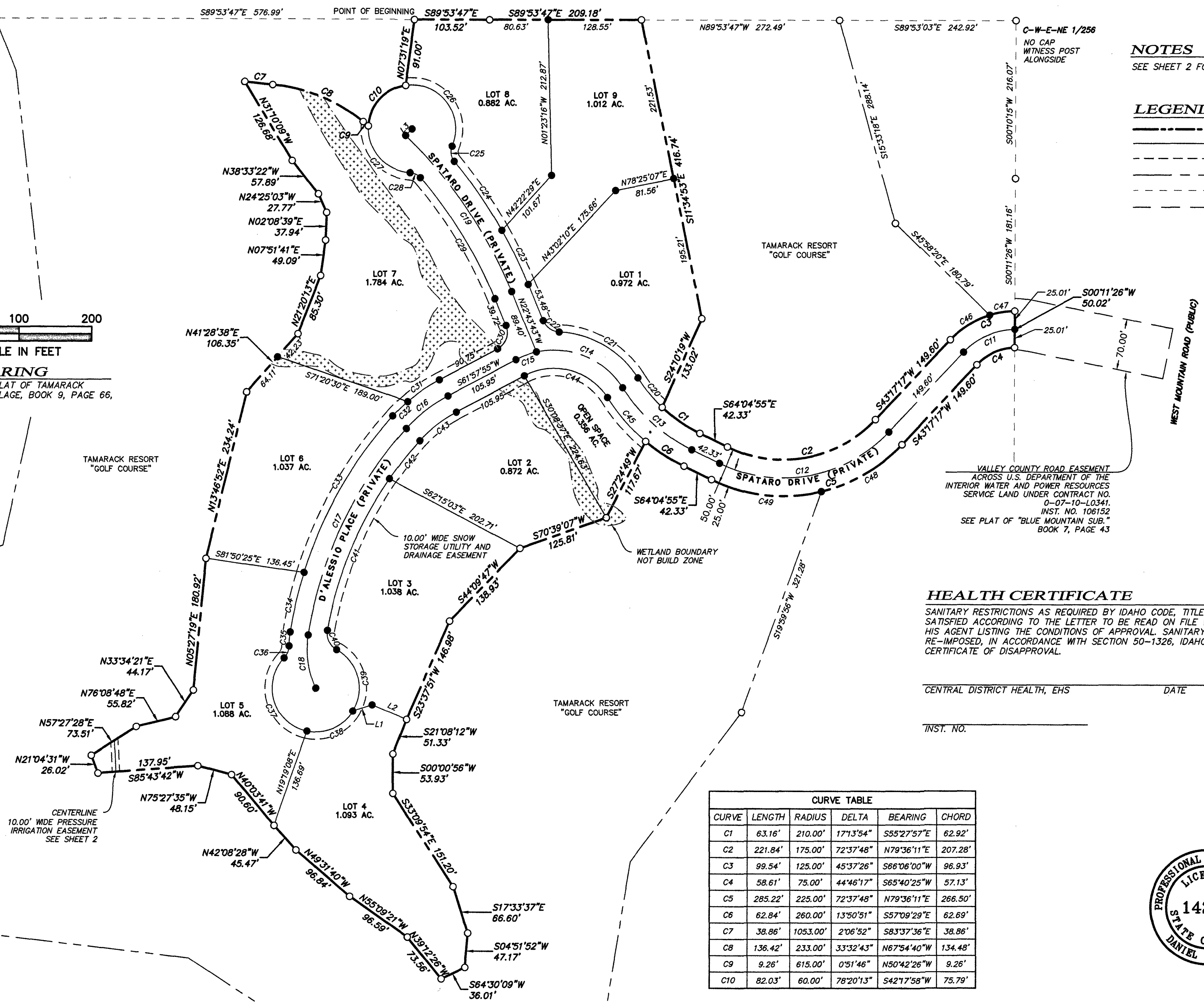
FOUND 2" ALUM.  
CAP MONUMENT  
"PLS 8961"  
CN 1/16

1/4 CORNER  
SECTIONS 8 & 17  
FOUND 2 1/2" BRASS CAP  
CP&F INST. NO. 242083  
& 99670-105

STATE OF IDAHO  
TAMARACK RESORT  
"GOLF COURSE"



**BASIS OF BEARING**  
BEARINGS BASED ON THE PLAT OF TAMARACK  
RESORT P.U.D. PHASE 1 VILLAGE, BOOK 9, PAGE 66,  
INST. NO. 291350.



## NOTES

SEE SHEET 2 FOR ADDITIONAL INFORMATION.

## LEGEND

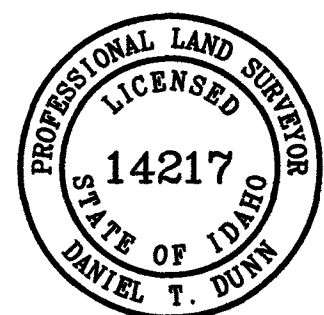
- BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- SIXTEENTH SECTION LINE
- QUARTER SECTION LINE
- SET 5/8"x24" REBAR LS14217
- FOUND 5/8" REBAR
- FOUND BRASS CAP
- FOUND ALUMINUM CAP MONUMENT

## HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

CENTRAL DISTRICT HEALTH, EHS  
DATE  
INST. NO.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	63.16'	210.00'	171°34'	S55°27'57"E	62.92'
C2	221.84'	175.00'	72°37'48"	N79°36'11"E	207.28'
C3	99.54'	125.00'	45°37'26"	S86°06'00"W	96.93'
C4	58.61'	75.00'	44°46'17"	S85°40'25"W	57.13'
C5	285.22'	225.00'	72°37'48"	N79°36'11"E	266.50'
C6	62.84'	260.00'	13°50'51"	S57°09'29"E	62.69'
C7	38.86'	1053.00'	2°06'52"	S83°37'36"E	38.86'
C8	136.42'	233.00'	33°32'43"	N67°54'40"W	134.48'
C9	9.26'	615.00'	0°51'46"	N50°42'26"W	9.26'
C10	82.03'	60.00'	78°20'13"	S42°17'58"W	75.79'



SHEET 1 OF 3

25 COYOTE TRAIL  
CASCADE, ID 83611  
PHONE: (208) 634-6896  
WWW.DUNNLANDSURVEYS.COM



TAMARACK RESORT PLANNED UNIT DEVELOPMENT  
MONTELAGO

Book\_\_\_\_Page\_\_\_\_of Plats

A RE-PLAT OF A PORTION OF BLUE MOUNTAIN SUBDIVISION  
IN THE S1/2 OF THE NE1/4  
SECTION 8  
TOWNSHIP 15 NORTH, RANGE 3 EAST, B.M.  
VALLEY COUNTY, IDAHO  
2025

NOTES:

- All roads and road rights of way depicted on this Plat are private and will be owned and maintained by the Tamarack Municipal Association, as is further provided in the Owners Declaration of Private Roads and Gate, which is being recorded concurrently with this Plat with the Office of Recorder of Valley County, Idaho, as Instrument Number 2025-\_\_\_\_\_.
- Utilities will be completed as provided in the Owners Declaration of Utilities including Sewer, Water, Power and Telecommunication Facilities, which is being recorded with the Valley County, Idaho Recorder as Instrument Number 2025-\_\_\_\_\_.
- All properties shown on this Plat are subject to and governed by the provisions of the following documents filed with the Valley County, Idaho Recorder: Second Amended and Restated General Declaration for Tamarack Resort (#308530) as amended by the Third Amendment (#327953) (collectively "General Declaration"); the Supplemental Declaration for Tamarack Resort Montelago (#\_\_\_\_\_); "Supplemental Declaration"; the Amended and Restated Articles of Incorporation and Articles of Amendment for the Tamarack Municipal Association (#279781 & #313166, collectively "Articles"); and, the 5th through 10th Amendments thereto for the Tamarack Municipal Association (#313106, #313167, #324700, #334393, #371770, #437068, #437695, collectively "Bylaws"); all as the same may be amended and supplemented.
- All properties shown on this Plat are subject to and governed by the Tamarack Resort Design and Development Guidelines, as may be amended or supplemented.
- All buildings and improvements must be constructed within the Building and Improvement Envelopes specified in the Tamarack Resort Design and Development Guidelines, as the same may be amended and supplemented.
- All properties shown on this Plat are subject to and governed by the provisions of Conditional Use Permit No. 21-36, as issued and modified by Valley County, Idaho.
- The Declarant reserves the right, without limitation, to assign its rights to any and all easements which are depicted on this Plat, in whole or in part.
- All lots depicted on this Plat are subject to a permanent, perpetual and non-exclusive Drainage Easement, which is hereby reserved in Declarant, and granted to Tamarack Municipal Association, for the purpose of constructing and maintaining drainage, sub-drainage and surface water management features, facilities and improvements, as further described in the Supplemental Declaration.
- All roads and road rights of way, and all Utility, Snow Removal, and Recreation Easements, which are depicted on this Plat are dedicated for the use and enjoyment of the members of the Tamarack Municipal Association, together with their guests, invitees, and assigns, subject to the terms, conditions and reserved Declarant rights which are contained in the General Declaration and the Supplemental Declaration.
- The Declarant reserves the right, without limitation, to construct utilities within any Utility Easement which is depicted on this Plat. The ownership, use, maintenance and repair, and rights regarding the Easements which are depicted on this Plat are further described in the General Declaration and Supplemental Declaration.
- There shall be no further subdivision of any Lot depicted on this Plat, and there shall be no reduction in size of any Lot on this Plat without prior approval from the Health Authority.
- No additional domestic water supplies shall be installed beyond the water system approved in the sanitary restriction release.
- Domestic water facilities have been installed within the development; however, they are currently not connected to the Tamarack Resort Municipal water system. Lots shall be served by individual wells until such connection is made.
- Reference is made to public health letter on file regarding additional restrictions.
- The land within this Plat is not within an irrigation district as defined in Idaho Code 31-3805, and the requirements in I.C. 31-3805 are not applicable.
- The Valley County Board of Commissioners have the sole discretion to set the level of service for any public road; the level of service can be changed.
- The jurisdictional wetlands as identified on this Plat are subject to regulation by the Army Corps of Engineers (ACOE). Any proposed change must be submitted and reviewed and approved by the ACOE prior to any work being done.
- Surrounding land uses are subject to change.
- FEMA Flood Panel(s): 16085C1325C  
Firm Effective Date(s): 2/1/2019  
Flood Zone(s): Zone X  
Base Flood Elevation(s): n/a  
Flood Zones are subject to change by FEMA  
& all land within a floodway or floodplain  
is regulated by title 9 and title 11 of the  
Valley County Code.

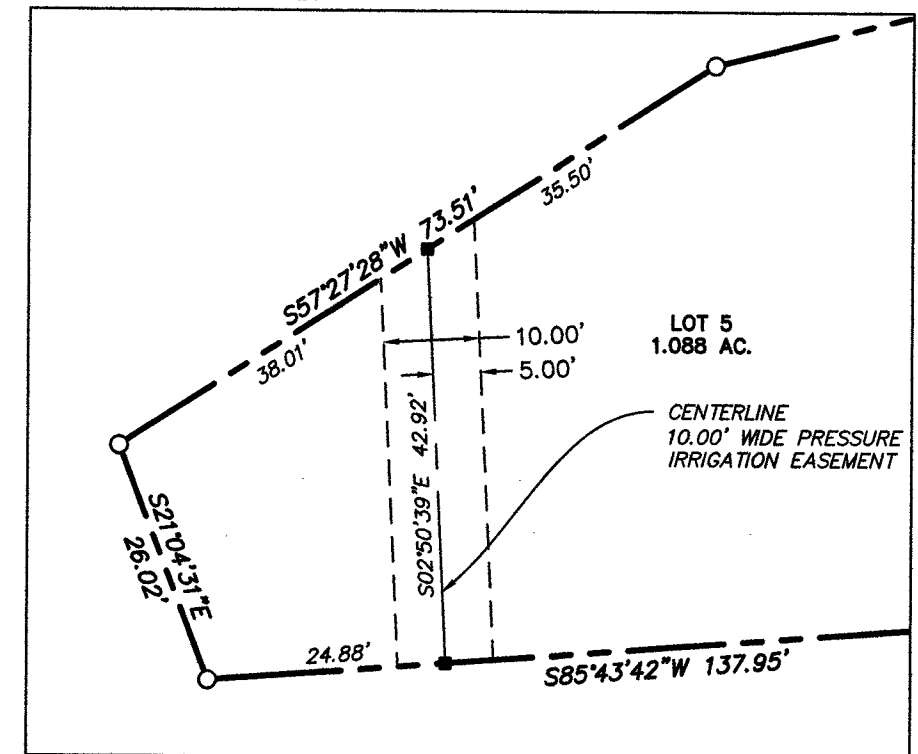
SURVEY NARRATIVE

THIS PLAT WAS RECORDED TO SUBDIVIDE A PORTION OF TAX PARCEL NO. 3 AS DESCRIBED BY SPECIAL WARRANTY DEED INST. NO. 445514 AND AS FURTHER AMENDED AS SHOWN BY THE RECORD OF SURVEY "LOT LINE ADJUSTMENT" REFERENCED BELOW. THE MONUMENTS RECOVERED FROM PREVIOUS SURVEYS WERE FOUND TO BE IN CONFORMANCE WITH RECORD DOCUMENTS AND WERE ACCEPTED AND HELD.

REFER TO:  
SPECIAL WARRANTY DEED INST. NO. 445514  
RECORD OF SURVEY BOOK 8, PAGE 144, INST. NO. 291571  
RECORD OF SURVEY BOOK 6, PAGE 681, INST. NO. 244033  
BLUE MOUNTAIN SUBDIVISION, BOOK 7, PAGE 43, INST. NO. 106226  
ACCESS EASEMENTS, INST. NO. 2024-464326 & 2024-464327

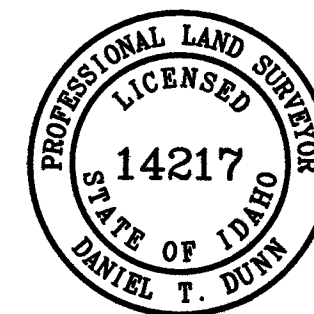
RECORD OF SURVEY "LOT LINE ADJUSTMENT" FOR TAMARACK RESORT TWO, LLC AND IDAHO PACIFIC INVESTMENTS, LLC., BOOK\_\_\_\_, PAGE\_\_\_\_  
INST. NO. 2025-\_\_\_\_\_

DETAIL 1"-20'



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	63.16'	210.00'	171°3'54"	S55°27'57"E	62.92'
C2	221.84'	175.00'	72°37'48"	N79°36'11"E	207.28'
C3	99.54'	125.00'	45°37'26"	S66°06'00"W	96.93'
C4	58.61'	75.00'	44°46'17"	S65°40'25"W	57.13'
C5	285.22'	225.00'	72°37'48"	N79°36'11"E	266.50'
C6	62.84'	260.00'	13°50'51"	S57°09'29"E	62.69'
C7	38.86'	1053.00'	2°06'52"	S83°37'36"E	38.86'
C8	136.42'	233.00'	33°32'43"	N67°54'40"W	134.48'
C9	9.26'	615.00'	0°51'46"	N50°42'26"W	9.26'
C10	82.03'	60.00'	78°20'13"	S42°17'58"W	75.79'
C11	79.07'	100.00'	45°18'15"	S65°56'25"W	77.03'
C12	253.53'	200.00'	72°37'48"	N79°36'11"E	236.89'
C13	129.21'	235.00'	31°30'08"	S48°19'51"E	127.59'
C14	136.68'	112.00'	69°55'08"	N67°32'21"W	128.35'
C15	30.37'	112.00'	15°32'11"	S69°44'00"W	30.28'
C16	72.71'	209.00'	19°56'01"	S51°59'54"W	72.35'
C17	317.86'	548.64'	33°11'43"	S25°26'02"W	313.44'
C18	74.58'	126.00'	33°54'53"	S08°07'16"E	73.50'
C19	260.41'	640.00'	23°18'48"	N34°23'08"W	258.62'
C20	52.30'	210.00'	14°16'13"	S39°42'54"E	52.17'
C21	130.53'	137.00'	54°35'27"	N59°52'30"W	125.65'
C22	28.12'	25.00'	64°26'30"	S54°56'58"E	26.66'
C23	82.71'	665.00'	7°07'33"	N26°17'30"W	82.65'
C24	115.11'	665.00'	9°55'05"	N34°48'49"W	114.97'
C25	21.98'	20.00'	62°58'18"	S08°17'12"E	20.89'
C26	127.48'	60.00'	121°43'52"	N37°39'59"W	104.82'
C27	94.95'	60.00'	90°40'30"	S42°12'23"E	85.35'
C28	16.27'	20.00'	46°36'49"	N64°14'14"W	15.83'
C29	195.37'	615.00'	18°12'06"	N31°49'47"W	194.55'
C30	36.95'	25.00'	84°41'38"	N19°37'06"E	33.68'
C31	52.87'	234.00'	12°56'45"	S55°29'32"W	52.76'
C32	28.54'	234.00'	6°59'16"	S45°31'32"W	28.52'
C33	248.62'	573.64'	24°49'58"	S29°36'55"W	246.68'
C34	83.72'	573.64'	8°21'45"	S13°01'03"W	83.65'
C35	19.05'	151.00'	7°13'37"	S05°13'23"W	19.03'
C36	18.21'	25.00'	41°44'29"	N22°28'49"E	17.81'
C37	127.52'	60.00'	121°46'11"	S17°32'02"E	104.84'
C38	73.36'	60.00'	70°03'18"	N66°33'14"E	68.88'
C39	97.38'	60.00'	92°59'11"	N14°58'01"W	87.04'
C40	31.16'	25.00'	71°24'48"	S25°45'12"E	29.18'
C41	226.12'	523.64'	24°44'28"	S22°19'26"W	224.36'
C42	67.06'	523.64'	7°20'13"	S38°21'47"W	67.01'
C43	64.01'	184.00'	19°56'01"	S51°59'54"W	63.69'
C44	129.76'	87.00'	85°27'18"	N75°18'26"W	118.06'
C45	80.11'	260.00'	17°39'16"	S41°24'25"E	79.80'
C46	64.56'	125.00'	29°35'39"	S58°05'06"W	63.85'
C47	34.97'	125.00'	16°01'48"	S80°53'49"W	34.86'
C48	130.04'	225.00'	33°06'56"	N59°50'45"E	128.24'
C49	155.17'	225.00'	39°30'53"	S83°50'21"E	152.12'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N72°08'44"E	27.92'
L2	S67°41'57"E	50.99'
L3	S43°57'28"W	12.55'



SHEET 2 OF 3

25 COYOTE TRAIL  
CASCADE, ID 83611

PHONE: (208) 634-6896  
WWW.DUNNLANDSURVEYS.COM

dunn  
LAND SURVEYS, INC.

# TAMARACK RESORT PLANNED UNIT DEVELOPMENT MONTELAGO

## CERTIFICATE OF OWNER

KNOW ALL MEN BY THESE PRESENTS, THAT IDAHO PACIFIC INVESTMENTS, LLC, AN IDAHO LIMITED LIABILITY COMPANY IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED:

A PARCEL OF LAND LOCATED IN A PORTION OF THE S1/2 OF THE NE1/4 OF SECTION 8, T.15N., R.3E., B.M., VALLEY COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- A. COMMENCING AT A FOUND BRASS CAP MONUMENT MARKING THE SOUTH 1/4 CORNER OF SAID SECTION 8, CP&F INST. NO. 242083, CORNER RECORDS OF SAID VALLEY COUNTY; THENCE A BEARING OF N 00°07'30" E, A DISTANCE OF 3978.56 FEET, TO A FOUND 2-INCH ALUMINUM CAP MONUMENT MARKING THE CENTER NORTH 1/16 CORNER, SAID SECTION 8;
- B. THENCE A BEARING OF S 89°52'44" E, A DISTANCE OF 240.38 FEET, TO A FOUND 5/8-INCH REBAR;
- C. THENCE A BEARING OF S 89°53'47" E, A DISTANCE OF 576.99 FEET, TO A FOUND 5/8-INCH REBAR BEING THE TRUE POINT OF BEGINNING;
1. THENCE A BEARING OF S 89°53'47" E, A DISTANCE OF 103.52 FEET, TO A FOUND 5/8-INCH REBAR;
2. THENCE A BEARING OF S 89°53'47" E, A DISTANCE OF 209.18 FEET, TO A FOUND 5/8-INCH REBAR;
3. THENCE A BEARING OF S 11°34'53" E, A DISTANCE OF 416.74 FEET, TO A FOUND 5/8-INCH REBAR;
4. THENCE A BEARING OF S 24°10'19" W, A DISTANCE OF 133.02 FEET, TO A FOUND 5/8-INCH REBAR;
5. THENCE 63.16 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 210.00 FEET, A DELTA ANGLE OF 17°13'54" AND A LONG CHORD WHICH BEARS S 55°27'57" E, A DISTANCE OF 62.92 FEET, TO A FOUND 5/8-INCH REBAR;
6. THENCE A BEARING OF S 64°04'55" E, A DISTANCE OF 42.33 FEET, TO A FOUND 5/8-INCH REBAR;
7. THENCE 221.84 FEET ON THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 175.00 FEET, A DELTA ANGLE OF 72°37'48" AND A LONG CHORD WHICH BEARS N 79°36'11" E, A DISTANCE OF 207.28 FEET, TO A FOUND 5/8-INCH REBAR;
8. THENCE A BEARING OF N 43°17'17" E, A DISTANCE OF 149.60 FEET, TO A FOUND 5/8-INCH REBAR;
9. THENCE 99.54 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 125.00 FEET, A DELTA ANGLE OF 45°37'26" AND A LONG CHORD WHICH BEARS N 66°06'00" E, A DISTANCE OF 96.93 FEET, TO A FOUND 5/8-INCH REBAR;
10. THENCE A BEARING OF S 00°11'26" W, A DISTANCE OF 50.02 FEET, TO A FOUND 5/8-INCH REBAR;
11. THENCE 58.61 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET, A DELTA ANGLE OF 44°46'17" AND A LONG CHORD WHICH BEARS S 65°40'25" W, A DISTANCE OF 57.13 FEET, TO A FOUND 5/8-INCH REBAR;
12. THENCE A BEARING OF S 43°17'17" W, A DISTANCE OF 149.60 FEET, TO A FOUND 5/8-INCH REBAR;
13. THENCE 285.22 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 225.00 FEET, A DELTA ANGLE OF 72°37'48" AND A LONG CHORD WHICH BEARS S 79°36'11" W, A DISTANCE OF 266.50 FEET, TO A FOUND 5/8-INCH REBAR;
14. THENCE A BEARING OF N 64°04'55" W, A DISTANCE OF 42.33 FEET, TO A FOUND 5/8-INCH REBAR;
15. THENCE 62.84 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A DELTA ANGLE OF 13°50'51" AND A LONG CHORD WHICH BEARS N 57°09'29" W, A DISTANCE OF 62.69 FEET, TO A FOUND 5/8-INCH REBAR;
16. THENCE A BEARING OF S 27°24'49" W, A DISTANCE OF 117.67 FEET, TO A FOUND 5/8-INCH REBAR;
17. THENCE A BEARING OF S 70°39'07" W, A DISTANCE OF 125.81 FEET, TO A FOUND 5/8-INCH REBAR;
18. THENCE A BEARING OF S 44°09'47" W, A DISTANCE OF 138.93 FEET, TO A FOUND 5/8-INCH REBAR;
19. THENCE A BEARING OF S 23°37'51" W, A DISTANCE OF 146.98 FEET, TO A FOUND 5/8-INCH REBAR;
20. THENCE A BEARING OF S 21°08'12" W, A DISTANCE OF 51.33 FEET, TO A FOUND 5/8-INCH REBAR;
21. THENCE A BEARING OF S 00°00'56" W, A DISTANCE OF 53.93 FEET, TO A FOUND 5/8-INCH REBAR;
22. THENCE A BEARING OF S 33°09'54" E, A DISTANCE OF 151.20 FEET, TO A FOUND 5/8-INCH REBAR;
23. THENCE A BEARING OF S 17°33'37" E, A DISTANCE OF 66.60 FEET, TO A FOUND 5/8-INCH REBAR;
24. THENCE A BEARING OF S 04°51'52" W, A DISTANCE OF 47.17 FEET, TO A FOUND 5/8-INCH REBAR;
25. THENCE A BEARING OF S 64°30'09" W, A DISTANCE OF 36.01 FEET, TO A FOUND 5/8-INCH REBAR;
26. THENCE A BEARING OF N 39°12'26" W, A DISTANCE OF 73.56 FEET, TO A FOUND 5/8-INCH REBAR;
27. THENCE A BEARING OF N 55°09'21" W, A DISTANCE OF 96.59 FEET, TO A FOUND 5/8-INCH REBAR;
28. THENCE A BEARING OF N 49°31'40" W, A DISTANCE OF 96.84 FEET, TO A FOUND 5/8-INCH REBAR;
29. THENCE A BEARING OF N 42°08'28" W, A DISTANCE OF 45.47 FEET, TO A FOUND 5/8-INCH REBAR;
30. THENCE A BEARING OF N 40°03'41" W, A DISTANCE OF 90.60 FEET, TO A FOUND 5/8-INCH REBAR;
31. THENCE A BEARING OF N 75°27'35" W, A DISTANCE OF 48.15 FEET, TO A FOUND 5/8-INCH REBAR;
32. THENCE A BEARING OF S 85°43'42" W, A DISTANCE OF 137.95 FEET, TO A FOUND 5/8-INCH REBAR;
33. THENCE A BEARING OF N 21°04'31" W, A DISTANCE OF 26.02 FEET, TO A FOUND 5/8-INCH REBAR;
34. THENCE A BEARING OF N 57°27'28" E, A DISTANCE OF 73.51 FEET, TO A FOUND 5/8-INCH REBAR;
35. THENCE A BEARING OF N 76°08'48" E, A DISTANCE OF 55.82 FEET, TO A FOUND 5/8-INCH REBAR;
36. THENCE A BEARING OF N 33°34'21" E, A DISTANCE OF 44.17 FEET, TO A FOUND 5/8-INCH REBAR;
37. THENCE A BEARING OF N 05°27'19" E, A DISTANCE OF 180.92 FEET, TO A FOUND 5/8-INCH REBAR;
38. THENCE A BEARING OF N 13°46'52" E, A DISTANCE OF 234.24 FEET, TO A FOUND 5/8-INCH REBAR;
39. THENCE A BEARING OF N 41°28'38" E, A DISTANCE OF 106.35 FEET, TO A FOUND 5/8-INCH REBAR;
40. THENCE A BEARING OF N 21°20'13" E, A DISTANCE OF 85.30 FEET, TO A FOUND 5/8-INCH REBAR;
41. THENCE A BEARING OF N 07°51'41" E, A DISTANCE OF 49.09 FEET, TO A FOUND 5/8-INCH REBAR;
42. THENCE A BEARING OF N 02°08'39" E, A DISTANCE OF 37.94 FEET, TO A FOUND 5/8-INCH REBAR;
43. THENCE A BEARING OF N 24°25'03" W, A DISTANCE OF 27.77 FEET, TO A FOUND 5/8-INCH REBAR;
44. THENCE A BEARING OF N 38°33'22" W, A DISTANCE OF 57.89 FEET, TO A FOUND 5/8-INCH REBAR;
45. THENCE A BEARING OF N 31°10'09" W, A DISTANCE OF 126.68 FEET, TO A FOUND 5/8-INCH REBAR;
46. THENCE 38.86 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1053.00 FEET, A DELTA ANGLE OF 02°06'52" AND A LONG CHORD WHICH BEARS S 83°37'36" E, A DISTANCE OF 38.86 FEET, TO A FOUND 5/8-INCH REBAR;
47. THENCE 136.42 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 233.00 FEET, A DELTA ANGLE OF 33°32'42" AND A LONG CHORD WHICH BEARS S 67°54'40" E, A DISTANCE OF 134.48 FEET, TO A FOUND 5/8-INCH REBAR;
48. THENCE 9.26 FEET ON THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 615.00 FEET, A DELTA ANGLE OF 00°51'46" AND A LONG CHORD WHICH BEARS S 50°42'26" E, A DISTANCE OF 9.26 FEET, TO A FOUND 5/8-INCH REBAR;
49. THENCE 82.03 FEET ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 78°20'13" AND A LONG CHORD WHICH BEARS N 42°17'58" E, A DISTANCE OF 75.79 FEET, TO A FOUND 5/8-INCH REBAR;
50. THENCE A BEARING OF N 07°31'19" E, A DISTANCE OF 91.00 FEET, TO THE POINT OF BEGINNING.

SAID DESCRIBED PARCEL OF LAND CONTAINS 12.499 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAY OF RECORD AND/OR USE.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THE PLAT OF TAMARACK RESORT PLANNED UNIT DEVELOPMENT "MONTELAGO". ALL ROADS AND ROAD RIGHTS OF WAY AND ALL UTILITY, SNOW REMOVAL AND DRAINAGE AND PRESSURE IRRIGATION EASEMENTS WHICH ARE DEPICTED ON THIS FINAL PLAT ARE DEDICATED FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE TAMARACK MUNICIPAL ASSOCIATION, TOGETHER WITH THEIR GUESTS, INVITEES AND ASSIGNS, SUBJECT TO THE TERMS, CONDITIONS, AND RESERVED DECLARANT RIGHTS WHICH ARE CONTAINED IN THE GENERAL DECLARATION AND SUPPLEMENTAL DECLARATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

PERRY SPATARO, MANAGER, IDAHO-PACIFIC INVESTMENTS LLC

DENNIS D'ALLESSIO, MANAGER, IDAHO-PACIFIC INVESTMENTS LLC

## A RE-PLAT OF A PORTION OF BLUE MOUNTAIN SUBDIVISION IN THE S1/2 OF THE NE1/4

SECTION 8  
TOWNSHIP 15 NORTH, RANGE 3 EAST, B.M.  
VALLEY COUNTY, IDAHO  
2025

## ACKNOWLEDGEMENT

STATE OF IDAHO

COUNTY OF \_\_\_\_\_

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY PERRY SPATARO, MANAGER, OF IDAHO-PACIFIC INVESTMENTS LLC, ON BEHALF OF SAID LIMITED LIABILITY COMPANY.

SIGNATURE OF NOTARY PUBLIC

NOTARY PUBLIC FOR THE STATE OF IDAHO

COMMISSION EXPIRES: \_\_\_\_\_

## ACKNOWLEDGEMENT

STATE OF IDAHO

COUNTY OF \_\_\_\_\_

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY DENNIS D'ALESSIO, MANAGER, OF IDAHO-PACIFIC INVESTMENTS LLC, ON BEHALF OF SAID LIMITED LIABILITY COMPANY.

SIGNATURE OF NOTARY PUBLIC

NOTARY PUBLIC FOR THE STATE OF IDAHO

COMMISSION EXPIRES: \_\_\_\_\_

## APPROVAL OF THE VALLEY COUNTY PLANNING AND ZONING COMMISSION

THE PLAT OF TAMARACK RESORT PLANNED UNIT DEVELOPMENT "MONTELAGO" IS HEREBY ACCEPTED AND

APPROVED THE \_\_\_\_ DAY OF \_\_\_\_\_, 2025,

BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

CHAIRMAN

## CERTIFICATE OF VALLEY COUNTY SURVEYOR

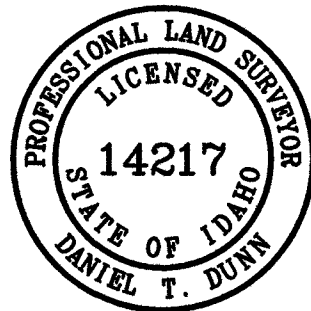
I, THE UNDERSIGNED COUNTY SURVEYOR FOR VALLEY COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF TAMARACK RESORT PLANNED UNIT DEVELOPMENT "MONTELAGO" IS IN COMPLIANCE WITH TITLE 50, CHAPTER 13, IDAHO CODE, RELATING TO PLATS AND SURVEYS AND IS ALSO IN COMPLIANCE WITH THE VALLEY COUNTY SUBDIVISION REGULATIONS RELATING TO PLATS.

VALLEY COUNTY SURVEYOR

DATE

## CERTIFICATE OF SURVEYOR

I, DANIEL T. DUNN, PROFESSIONAL LAND SURVEYOR NO. 14217, LICENSED BY THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT OF TAMARACK RESORT PLANNED UNIT DEVELOPMENT "MONTELAGO" AS DESCRIBED IN THE "CERTIFICATE OF OWNERS", WAS DRAWN FROM A SURVEY CONDUCTED BY ME AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMANCE WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



## CERTIFICATE OF VALLEY COUNTY TREASURER

I THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAX FOR THE PROPERTY INCLUDED IN THE PLAT OF TAMARACK RESORT PLANNED UNIT DEVELOPMENT "MONTELAGO" HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

VALLEY COUNTY TREASURER

DATE

## APPROVAL OF THE BOARD OF VALLEY COUNTY COMMISSIONERS

THE PLAT OF TAMARACK RESORT PLANNED UNIT DEVELOPMENT "MONTELAGO" IS HEREBY

ACCEPTED AND APPROVED THE \_\_\_\_ DAY OF \_\_\_\_\_, 2025,

BY THE VALLEY COUNTY COMMISSIONERS.

CHAIRMAN

SHEET 3 OF 3

25 COYOTE TRAIL  
CASCADE, ID 83611

PHONE: (208) 634-6896  
WWW.DUNNLANDSURVEYS.COM

