



MILLEMANN PEMBERTON & HOLM LLP
ATTORNEYS AT LAW

Mailing Address: P.O. Box 1066, McCall, ID 83638
Physical Address: 706 North First St., McCall, ID 83638

AMY N. PEMBERTON

TELEPHONE

August 23, 2023

Cynda Herrick
AICP, CFM, Planning & Zoning Administrator of Valley County
219 North Main Street
PO Box 1350
Cascade, ID 83611

Re: Tamarack Resort Amended Village Plaza Condominium Plat

Dear Cynda:

Please find enclosed the Tamarack Resort Amended Village Plaza Condominium Plat, together with a CUP & Preliminary Plat Application due to the addition of one additional residential unit in the plat. The purpose of this application is to conform the Plat with the “as built” conditions of the residential and commercial units and common areas in the Village Plaza Condominium.

The original Tamarack Resort Village Plaza Condominium Plat was recorded on October 18, 2005 as Instrument No. 301738 (“2005 Plat”), before any buildings were constructed on the property. As the Village Plaza developed, common areas were combined or constructed into commercial or residential units, and commercial units were constructed into common areas. Additionally, the Amended Plat includes one additional residential unit (Unit #60G07) that has been constructed, and is 1,812 square feet in size, plus a 460 square foot patio that is an exclusive use common area for Unit #60G07. Additional commercial units are also included in the Amended Plat, however these include elevators, mechanical rooms, etc. The overall square footage of commercial units has decreased.

As built, the Village Plaza contains six buildings with a total of 394,158 square feet of residential, commercial, and common areas, which is an overall increase from the original plat by 18,742 square feet. Total residential area as built as compared to the 2005 Plat has increased by 5,439 square feet, commercial area has decreased by 8,337 square feet, and common area has increased by 21,640 square feet. The increase in residential square footage comes from additional Unit 60G07, as well as the residential Units on levels 4 and 5 of Buildings 6.0 and 6.1 that were increased in size by the two Records of Survey described in the next paragraph. Exclusive use common areas for residential units, such as patios and balconies, are included in the square footage of the residential units.

Two Records of Survey have been recorded in 2023 related to residential units on Levels 4 and 5 of Buildings 6.0 and 6.1, which are the most recently constructed buildings. These were

recorded as Instrument No. 455483 on February 13, 2023, and Instrument No. 458007 on July 14, 2023. These are the only residential units that were significantly modified from the 2005 Plat, except for Unit 60G07 which is included in the Amended Plat. The units included in the Amended Plat are the Units that have been revised substantially from the 2005 Plat, other than the units subject to the two Records of Survey. The units included in the Amended Plat are primarily in the Garage Level or Level 1 or 2. While the amended plat would be easier to read if all Units were included in the Amended Plat, it is not practical because almost all of the Units have been sold to third parties, all of whom would be required to sign the plat. The Amended Plat will bring the Units into compliance with the project "as-built" without replatting all of the units.

The Tamarack Resort Village Plaza Condominium Association approved, at a special meeting held on August 13, 2023, both the Tamarack Resort Amended Village Plaza Condominium Plat which is the subject of this application, and the Second Amended and Restated Supplemental Declaration for Tamarack Resort Village Plaza Condominiums. Exhibit A and Exhibit B to the Supplemental Declaration detail the unit numbers, uses, square footages and percentage ownership for all units in the Village Plaza Condominium.

Please find enclosed the following documents related to this application:

1. CUP & Preliminary Plat Application
2. Tamarack Resort Amended Village Plaza Condominium Plat
3. Second Amended and Restated Supplemental Declaration for Tamarack Resort Village Plaza Condominiums
4. Documents previously recorded:
 - a. Tamarack Resort Village Plaza Condominium Plat recorded on October 18, 2005 as Instrument No. 301738 ("2005 Plat")
 - b. Record of Survey recorded on February 13, 2023 as Instrument No. 455483, with regard to Levels 4 and 5 of Building 6.0
 - c. Record of Survey recorded on July 14, 2023 as Instrument No. 458007, with regard to Levels 4 and 5 of Building 6.1
5. A check in the amount of \$600

Please also find enclosed 10 additional copies of the application. If you have any questions or need additional information, please let me know.

Best regards,



AMY N. PEMBERTON

Enclosures

Valley County Planning and Zoning Department

219 N. Main
PO Box 1350
Cascade, ID 83611
www.co.valley.id.us
cherrick@co.valley.id.us
208-382-7115



C.U.P. & Preliminary Plat Application

TO BE COMPLETED BY THE PLANNING AND ZONING DEPARTMENT

FILE # _____

ACCEPTED BY _____

CROSS REFERENCE FILE(S): _____

☐ ADMINISTRATIVE PLAT

☐ SHORT PLAT

☐ FULL PLAT

COMMENTS: _____

☐ Check # _____ or ☐ Cash

FEE \$ _____

DEPOSIT _____

DATE _____

When an application has been submitted, it will be reviewed in order to determine compliance with application requirements. A hearing date will be scheduled only after an application has been accepted as complete.

Applicant's Signature: Scott Turlington
Scott Turlington (Aug 22, 2023 18:34 MDT)

Date: 22/08/2023

The following must be completed and submitted with the conditional use permit application:

- ☒ A **preliminary plat** containing all of the necessary requirements according to the Valley County Subdivision Regulations.
- ☐ A **phasing plan and construction timeline**.
- ☐ One **8½ x 11" – 300 scale drawing** of the proposed subdivision showing only the street names and lots.
- ☐ A **plot plan**, drawn to scale, showing existing utilities, streets, easements, ditches, and buildings.
- ☐ A **landscaping plan**, drawn to scale, showing elements such as trees, shrubs, ground covers, and vines. Include a plant list, indicating the size, quantity, location, and name (both botanical and common) of all plant material to be used.
- ☐ A **site grading plan** clearly showing the existing site topography and detailing the best management practices for surface water management, siltation, sedimentation, and blowing of dirt and debris caused by grading, excavation, open cuts, side slopes, and other site preparation and development.
- ☐ A **lighting plan**.
- ☐ A **Wildfire Mitigation Plan**.
- ☐ **Names and mailing addresses of property owners within 300 feet of the property boundary**. Information can be obtained through the Valley County GIS maps. Only one list is required.
- ☒ **Ten (10) copies of the application and additional materials are required.**

We recommend you review Title 9 and Title 10 of the Valley County Code online at
www.co.valley.id.us/planning-zoning or

at the Planning and Zoning Office, 219 North Main, Cascade, Idaho.
Subject to Idaho Statute 55-22 Underground Facilities Damage Prevention.

CONTACT INFORMATION

PROPOSED SUBDIVISION NAME: Tamarack Resort Village Plaza Condominium

APPLICANT TRH-Village, LLC PHONE [REDACTED]

Owner ☒ Option Holder ☐ Contract Holder ☐

MAILING ADDRESS c/o Scott Turlington, 311 Village Drive, PMB 3026, Tamarack, Idaho ZIP 83615

EMAIL [REDACTED]

PROPERTY OWNER same

(if not the applicant)

MAILING ADDRESS _____ ZIP _____

EMAIL _____

Nature of Owner's Interest in this Development? _____

AGENT / REPRESENTATIVE Amy Pemberton, Millemann Pemberton & Holm LLP PHONE [REDACTED]

MAILING ADDRESS PO Box 1066, McCall, ID ZIP 83638

EMAIL [REDACTED]

ENGINEER N/A

MAILING ADDRESS _____ ZIP _____

EMAIL _____ PHONE _____

SURVEYOR Daniel T. Dunn

MAILING ADDRESS 25 Coyote Trail, Cascade, ID ZIP 83611

EMAIL _____ PHONE [REDACTED]

PROPERTY INFORMATION

1. SIZE OF PROPERTY 4.38 Acres
2. AMOUNT OF ACREAGE OF ADJACENT LAND HELD BY THIS OWNER Approximately 1484 Acres
3. ANY RESTRICTIONS ON THIS PROPERTY? Must show all easements on plat.

Easements Emergency Access and Utility Easements as noted on the Amended Plat.

Deed Restrictions None.

Liens or encumbrances None.

4. LEGAL DESCRIPTION Lot 16, Tamarack Resort Phase 2 Village in the NW 1/4 of Section 5, T.15N., R.3E., Boise Meridian, Valley County, Idaho.

5. TAX PARCEL NUMBER(S) RP00540000CMN1

Quarter NW Section 5 Township 15N Range 3E

6. EXISTING LAND USES AND STRUCTURES ON THE PROPERTY:

Existing land uses on the property include a mix of residential and commercial uses. There are six buildings on the property as well as driveways, parking areas, walkways, and plaza areas.

7. ARE THERE ANY KNOWN HAZARDS ON OR NEAR THE PROPERTY (such as canals, hazardous material spills, soil or water contamination)? If so, describe and give location: None.

8. ADJACENT PROPERTIES HAVE THE FOLLOWING BUILDING TYPES AND/OR USES:

North Tamarack Resort parking areas and buildings

South Tamarack Resort PUD Phase 3 Village

East Tamarack Resort PUD Phase 3 Village

West Tamarack Resort PUD Phase 1 and Phase 2 Village / Tamarack Resort parking lot and buildings

9a. TYPE OF TERRAIN: Mountainous ☐ Rolling ☒ Flat ☐ Timbered ☐

9b. DOES ANY PORTION OF THIS PARCEL HAVE SLOPES IN EXCESS OF 15%? Yes ☐ No ☒

9c. DESCRIBE ANY SIGNIFICANT NATURAL RESOURCES SUCH AS ROCK OUTCROPPING, MARSHES, WOODED AREAS: None.

10a. WATER COURSE: None.

10b. IS ANY PORTION OF THE PROPERTY LOCATED IN A FLOODWAY OR 100-YR FLOODPLAIN?
(Information can be obtained from the Planning & Zoning Office) Yes ☐ No ☒

10c. ARE THERE WETLANDS LOCATED ON ANY PORTION OF THE PROPERTY? Yes ☐ No ☒

10d. WILL ANY PART OF THE PROPERTY BE SUBJECT TO INUNDATION FROM STORMWATER OVERFLOW OR SPRING MELTING RUN-OFF? No.

11a. NUMBER OF EXISTING ROADS: None. Width _____ Public ☐ Private ☐
Are the existing road surfaces paved or graveled? Gravel ☐ Paved ☐

11b. NUMBER OF PROPOSED ROADS: None. Proposed width: _____
Will the proposed roads be Public ☐ Private ☐
Proposed road construction: Gravel ☐ Paved ☐

12a. EXISTING UTILITIES ON THE PROPERTY ARE AS FOLLOWS: Water, sewer, power, telecommunications

12b. PROPOSED UTILITIES: None.

Proposed utility easement width _____ Locations _____

13. SOLID WASTE DISPOSAL METHOD: Individual Septic ☐ Central Sewage Treatment Facility ☒
14. POTABLE WATER SOURCE: Public ☒ Water Association ☐ Individual ☐
 If individual, has a test well been drilled? _____ Depth _____ Flow _____ Purity Verified? _____
 Nearest adjacent well _____ Depth _____ Flow _____
15. ARE THERE ANY EXISTING IRRIGATION SYSTEMS? Yes ☐ No ☒
 Are you proposing any alterations, improvements, extensions or new construction? Yes ☐ No ☒
 If yes, explain: _____

16. DRAINAGE (Proposed method of on-site retention): N/A
 Any special drains? _____ (Please attach map)
 Soil type(s): _____
 (Information can be obtained from the Natural Resource Conservation Service: websoilsurvey.nrcs.usda.gov)
17. WILL STREETS AND OTHER REQUIRED IMPROVEMENTS BE CONSTRUCTED PRIOR TO THE RECORDING OF THE FINAL PLAT? N/A
 If not, indicate the type of surety that will be put up to ensure the construction of the improvements within one (1) year from the date of filing the plat: _____

16. OUTLINE OF PROPOSED RESTRICTIVE COVENANTS:
 Setbacks: Front _____ feet Sides _____ feet Rear _____ feet
 Mobile homes allowed? Yes ☐ No ☒
 Minimum construction value _____ Minimum square footage _____
 Completion of construction required within _____ Days ☐ Months ☐ Years ☐
 Resubdivision permitted? Yes ☐ No ☐
 Other See the Second Amended and Restated Supplemental Declaration submitted with application.
17. LAND PROGRAM:
 Open Areas and/or Common Areas Yes ☒ No ☐
 Acreage in subdivision 4.38 acres Number of lots in subdivision 130 residential/66 commercial
 Typical width and depth of lots Condominium Units--see Plat
 Typical lot area _____ Minimum lot area _____ Maximum lot area _____
 Lineal footage of streets _____ Average street length per lot _____
 Percentage of area in streets _____ %
 Dedicating road right-of-way to Valley County? Yes ☐ No ☒
 Percentage of area of development to be public (including easements) _____ %
 Maximum street gradient _____
 Is subdivision to be completely developed at one time? Yes ☒ No ☐ - Attach phasing plan and timeline.
All residential and commercial units and common areas are constructed.
18. ~~COMPLETE ATTACHED PLAN FOR IRRIGATION~~ if you have water rights &/or are in an irrigation district.
 Submit letter from Irrigation District, if applicable.
19. ~~COMPLETE ATTACHED WEED CONTROL AGREEMENT.~~
20. ~~COMPLETE ATTACHED IMPACT REPORT.~~ It must address potential environmental, economic, and social impacts and how these impacts are to be minimized.

TAMARACK RESORT AMENDED VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho

BASIS OF BEARING

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



SURVEY NARRATIVE/AMENDMENT NOTES:

THIS AMENDMENT IS BEING RECORDED TO CORRECT THE
LOCATIONS AND DIMENSIONS OF CERTAIN COMMON AREAS,
EXCLUSIVE USE COMMON AREAS (EUCA), UNITS AND
COMMERCIAL UNITS WITHIN TAMARACK RESORT VILLAGE
PLAZA CONDOMINIUM RECORDED AS INST. NO. 301738, IN
BOOK 10 AT PAGE 26, PLAT RECORDS OF VALLEY COUNTY.
DUE TO PREVIOUS AND CURRENT CONSTRUCTION ACTIVITIES
NO MONUMENTS ON THE BOUNDARY WERE FOUND DURING
THIS AMENDMENT. THE BOUNDARIES WERE DETERMINED
FROM PROJECT CONTROL PROVIDED BY TAMARACK RESORT
AND EXISTING MONUMENTS VERIFIED WITHIN TAMARACK
RESORT PHASE 1 VILLAGE.

R.O.S. BOOK 14, PAGE 307, INST. NO. 455483

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM
BOOK 10, PAGE 26, INST. NO. 301738

TAMARACK RESORT PLANNED UNIT DEVELOPMENT PHASE 1
VILLAGE, BOOK 9, PAGE 66, INST. NO. 291350.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S70°00'00"E	41.33'
L2	S20°00'00"W	40.54'
L3	S70°04'08"E	26.00'
L4	N20°00'00"E	18.82'
L5	S70°00'00"E	8.67'
L6	S20°00'00"W	7.50'
L7	S70°00'00"E	21.50'
L8	N70°00'00"W	19.34'
L9	S20°00'00"W	14.22'
L10	S16°34'26"E	25.91'
L11	S18°30'00"E	4.50'
L12	S44°42'37"E	18.00'
L13	S05°58'36"E	9.06'
L14	S20°00'00"W	25.40'
L15	N29°28'45"E	36.29'
L16	S70°57'35"W	34.79'
L17	S37°30'27"W	53.19'
L18	N05°18'51"W	122.49'
L19	N29°31'03"W	109.52'
L20	S30°35'38"E	103.20'
L21	S31°24'08"W	49.38'
L22	N74°15'05"E	80.82'
L23	N63°08'03"E	34.37'
L24	N13°59'06"W	66.09'
L25	S62°01'20"E	7.78'
L26	S19°21'02"W	29.26'
L27	N17°57'15"E	38.92'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	163.95'	245.00'	38°20'31"	S30°24'20"W	160.91'
C2	339.30'	245.00'	79°20'54"	N50°54'32"E	312.83'
C3	127.17'	4663.31'	1°33'45"	S08°11'55"W	127.17'
C4	5.65'	4613.31'	0°04'12"	S09°00'54"W	5.65'
C5	42.61'	75.00'	32°33'17"	S25°19'38"W	42.04'
C6	31.88'	109.00'	16°45'23"	N61°37'18"W	31.76'
C7	19.20'	38.50'	28°34'13"	N84°17'06"W	19.00'
C8	41.28'	38.50'	61°25'47"	S50°42'54"W	39.33'
C10	47.71'	150.00'	18°13'28"	S10°53'16"W	47.51'
C11	54.63'	100.00'	31°17'53"	S35°38'56"W	53.95'
C12	38.24'	100.00'	21°54'28"	S40°20'39"W	38.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C13	30.10'	46.00'	37°29'39"	S48°08'15"W	29.57'
C14	24.43'	46.00'	30°25'42"	S82°05'55"W	24.14'
C15	17.34'	38.50'	25°48'46"	S84°24'23"W	17.20'
C16	11.21'	50.00'	12°50'48"	S10°09'01"E	11.19'
C17	25.78'	100.00'	14°46'23"	S11°06'49"E	25.71'
C18	19.03'	100.00'	10°54'19"	S23°57'10"E	19.00'
C19	19.03'	100.00'	10°54'19"	S23°57'10"E	19.00'
C20	17.61'	38.50'	26°12'37"	S31°36'19"E	17.46'
C21	36.62'	245.00'	8°33'48"	S45°17'42"W	36.58'
C22	159.62'	245.00'	37°19'46"	N29°53'58"E	156.81'
C23	36.27'	80.00'	25°58'36"	S07°00'42"W	35.96'

LEGEND

--- BOUNDARY LINE
--- CENTERLINE
--- EASEMENT LINE

- SET 5/8" X 24" REBAR WITH PLASTIC CAP LS14217
- ⊗ SET MAGNETICALLY LOCATABLE BRASS PLUG LS14217
- CALCULATED POINT, NO MONUMENT SET OR FOUND

NOTES:

1. All properties shown on this Plat are subject to and governed by the provisions of the Second Amended and Restated General Declaration for Tamarack Resort (hereafter "General Declaration"), the Supplemental Declaration for Tamarack Resort Village Plaza Condominiums (hereafter "Supplemental Declaration for Village Plaza"), the Second Amended and Restated Articles of Incorporation for Tamarack Resort Association, Inc., and the Fourth Amended and Restated Bylaws of Tamarack Resort Association, Inc., which are filed of record as Instrument Nos.

2. 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.

3. The Declarant, TRH-Village LLC, reserves the right, without limitation, to assign its rights to any and all easements, open spaces or common areas which are depicted on this Plat, in whole or in part.

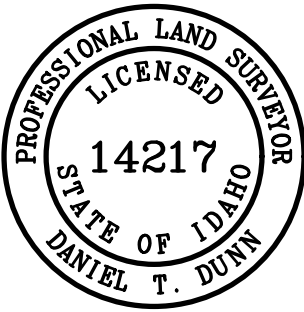
4. All properties shown on this Plat are subject to and governed by the provisions of Conditional Use Permit Nos. 02-04 and 02-05, as issued and modified by Valley County, Idaho.

5. Any Unit designated as a Commercial Unit in the Supplemental Declaration for Village Plaza may be further divided or combined with another Unit, pursuant to the terms of the Supplemental Declaration for Village Plaza. Any Unit designated as a Residential Unit in the Supplemental Declaration for Village Plaza may not be further divided, but may be combined with another Unit, pursuant to the terms of the Supplemental Declaration for Village Plaza.

6. By purchase of any Unit depicted on this Plat, the purchaser of such Unit grants to Declarant, and Declarant hereby reserves, the sole and unilateral right, without the further consent of the purchaser, to amend this plat, or take such other action as is deemed necessary, in the Declarant's sole discretion, to conform the boundaries of the Units shown on this Plat to the Units "as built".

7. All roads and road rights of way, all Utility Easements, and all Common Open Space Parcels which are depicted on this Plat are dedicated for the use and enjoyment of the members of the Tamarack Resort 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 for Village Plaza.

8. Common Areas and Exclusive Use Common Areas which are depicted on this Plat are dedicated for the use and enjoyment of members of the Tamarack Resort Association specified in the Supplemental Declaration for Village Plaza, 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 for Village Plaza.



SHEET 1 OF 25

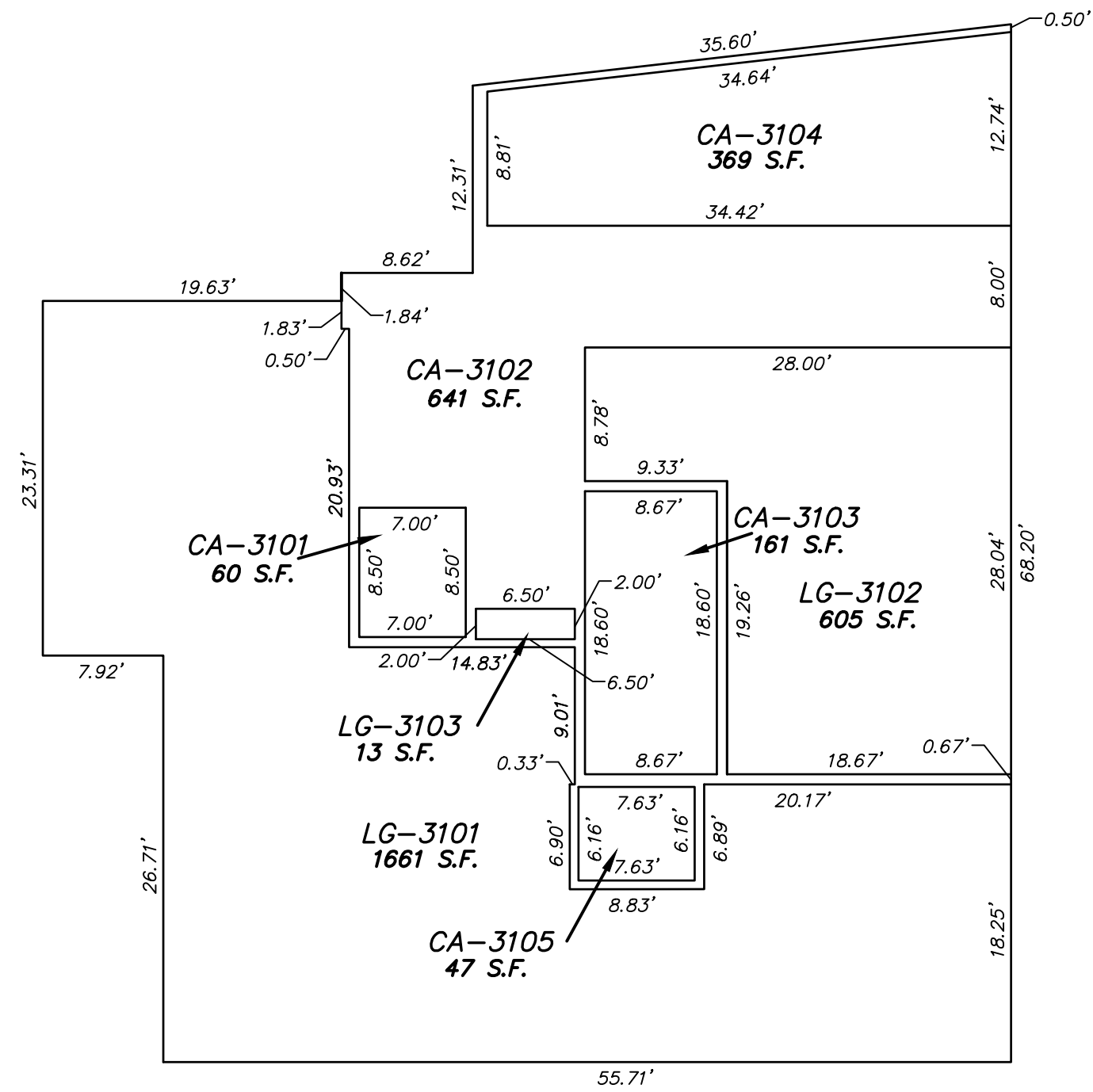
25 COYOTE TRAIL
CASCADE, ID 83611

PHONE: [REDACTED] .COM

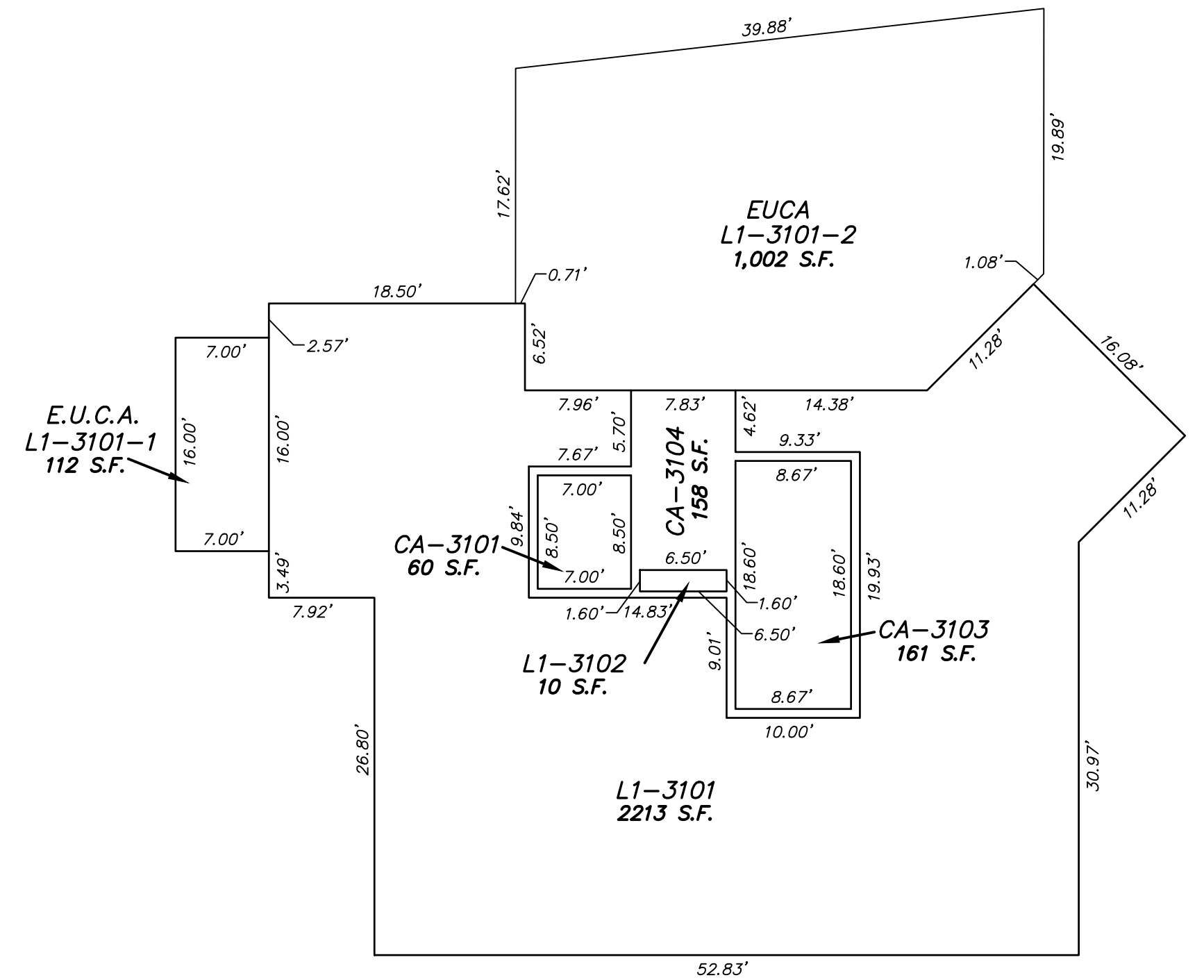


*TAMARACK RESORT
AMENDED VILLAGE PLAZA CONDOMINIUM*

*Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho*



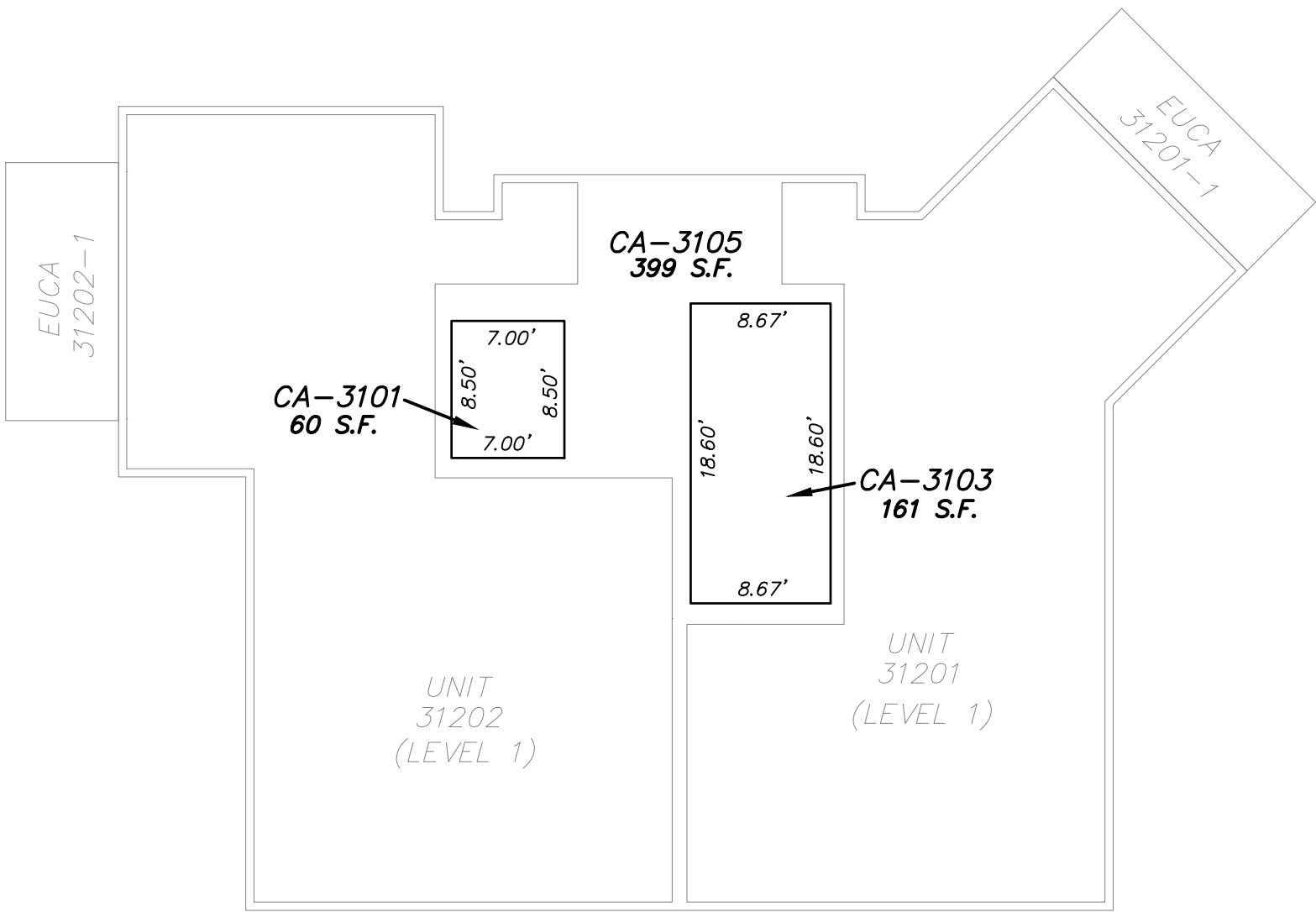
BUILDING 3.1
GARAGE LEVEL
1"=10'



BUILDING 3.1
PLAZA LEVEL
1"=10'

TAMARACK RESORT AMENDED VILLAGE PLAZA CONDOMINIUM

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BUILDING 3.1
LEVEL 2
1"=10'

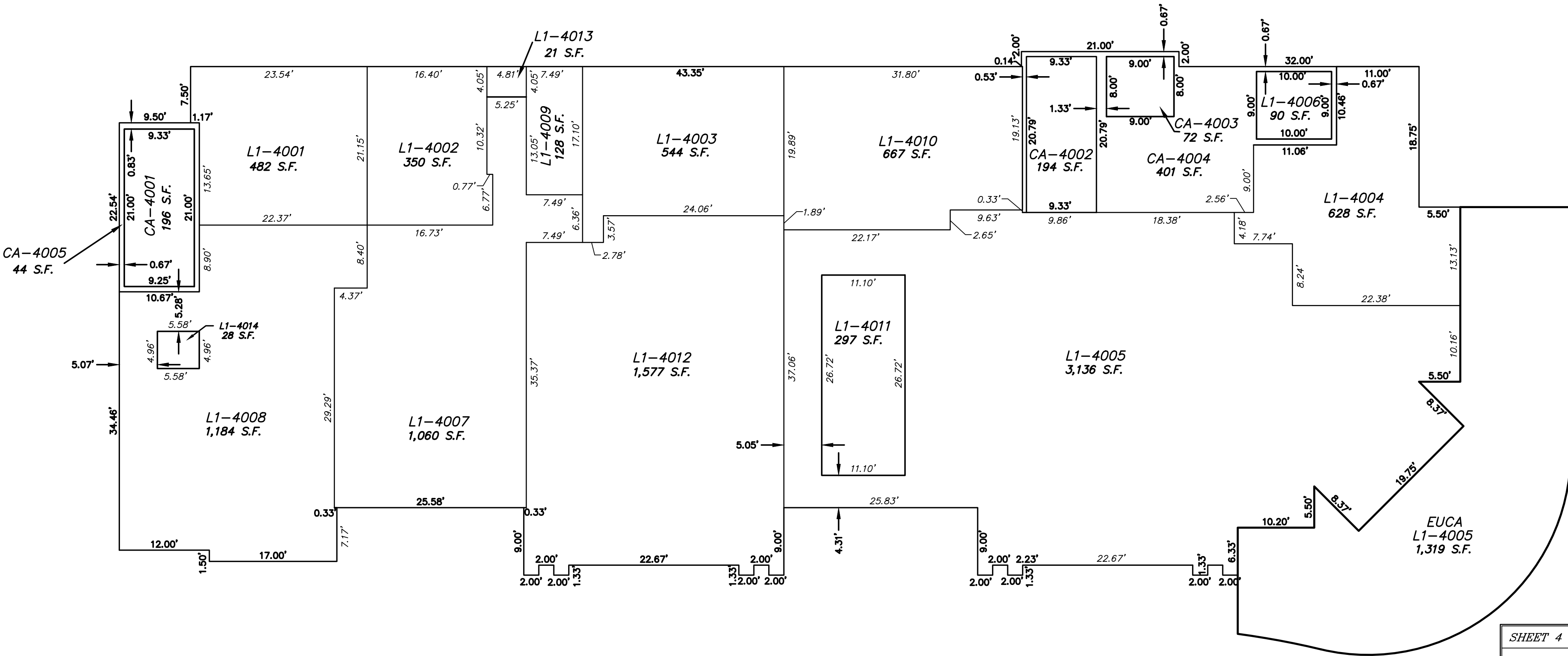
SHEET 3 OF 25

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CASCADE, ID 83611



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BUILDING 4.0
PLAZA LEVEL
1"=10'

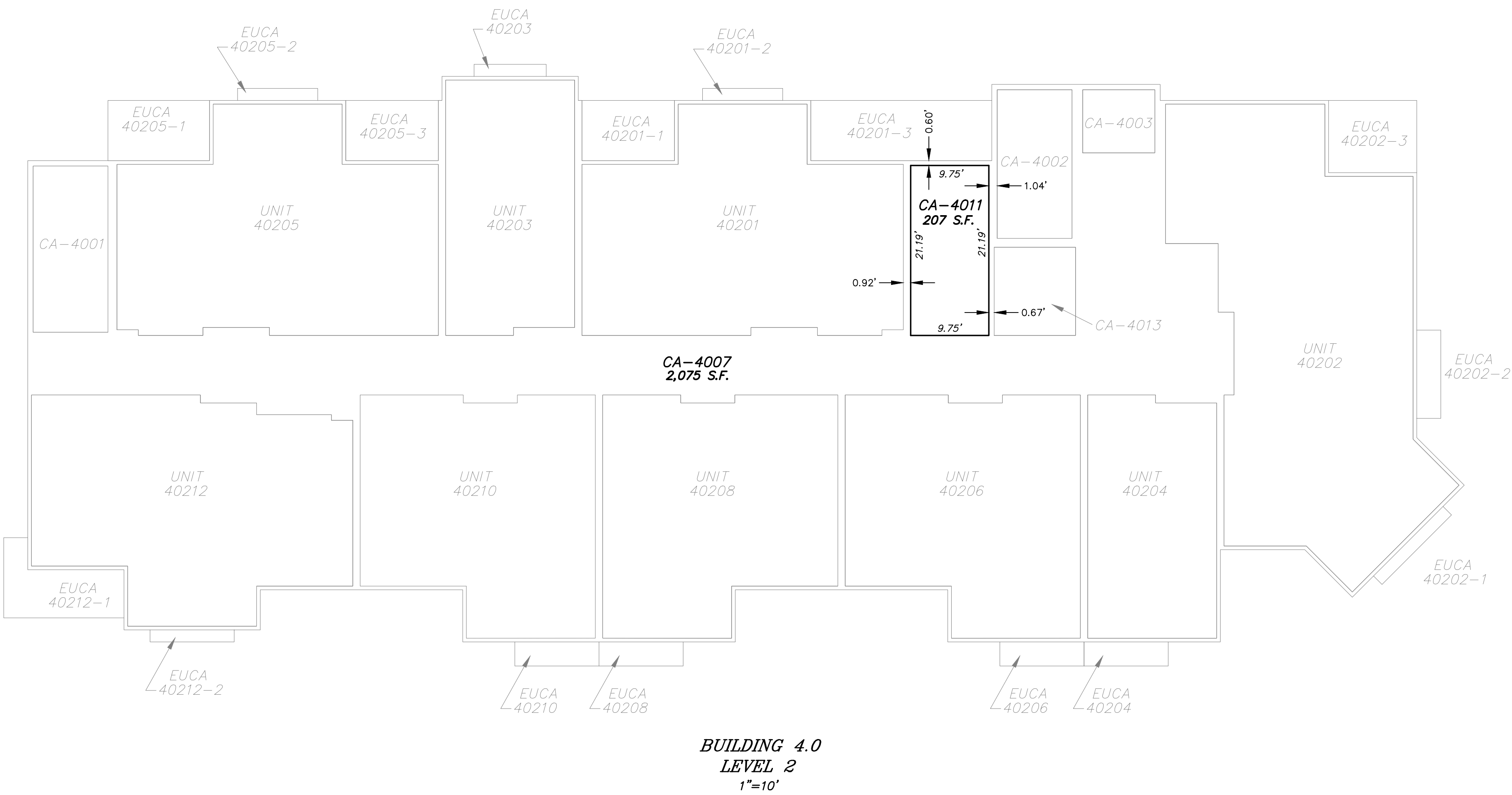
SHEET 4 OF 25

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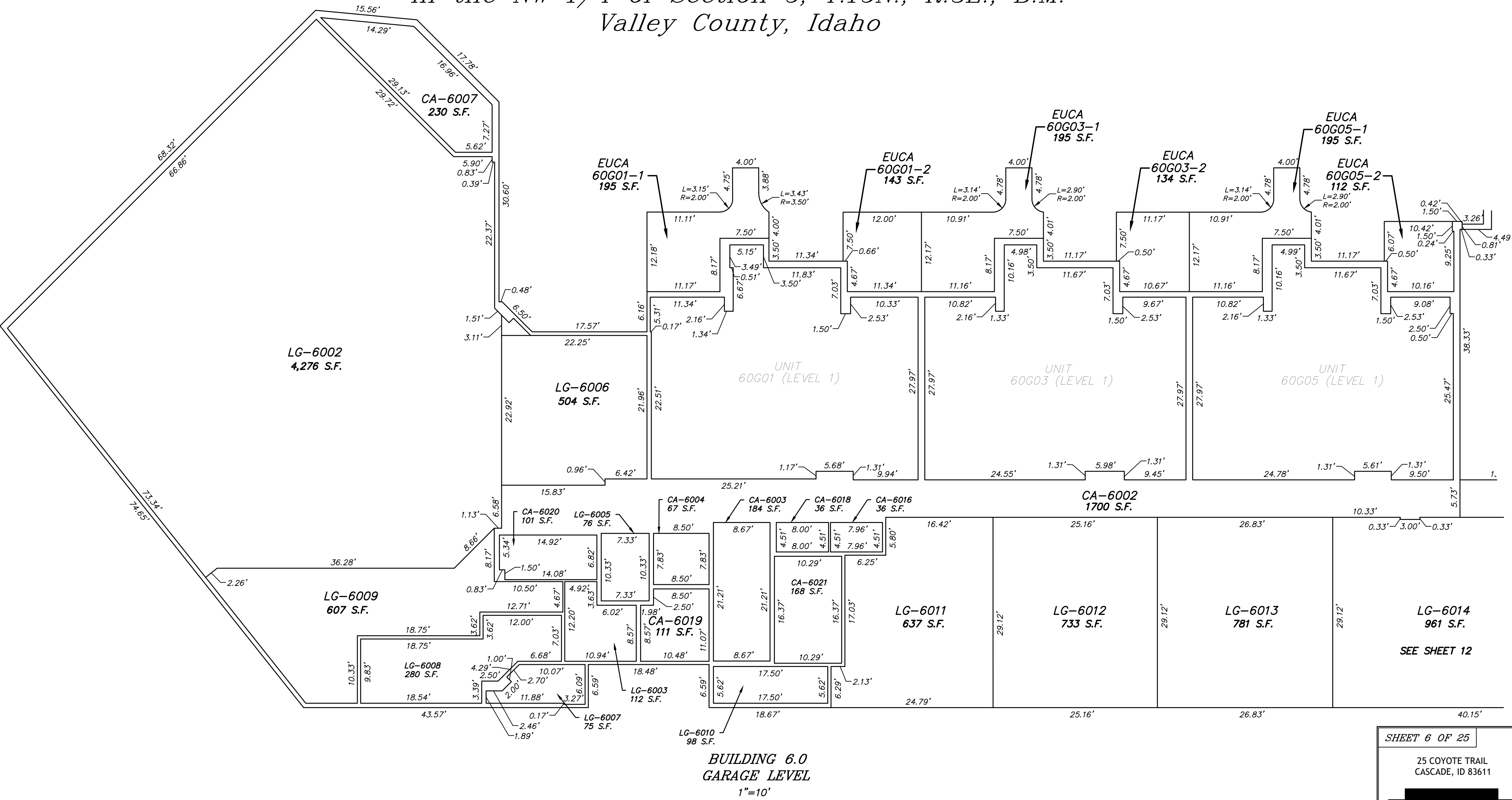
SHEET 5 OF 25

25 COYOTE TRAIL
CASCADE, ID 83611



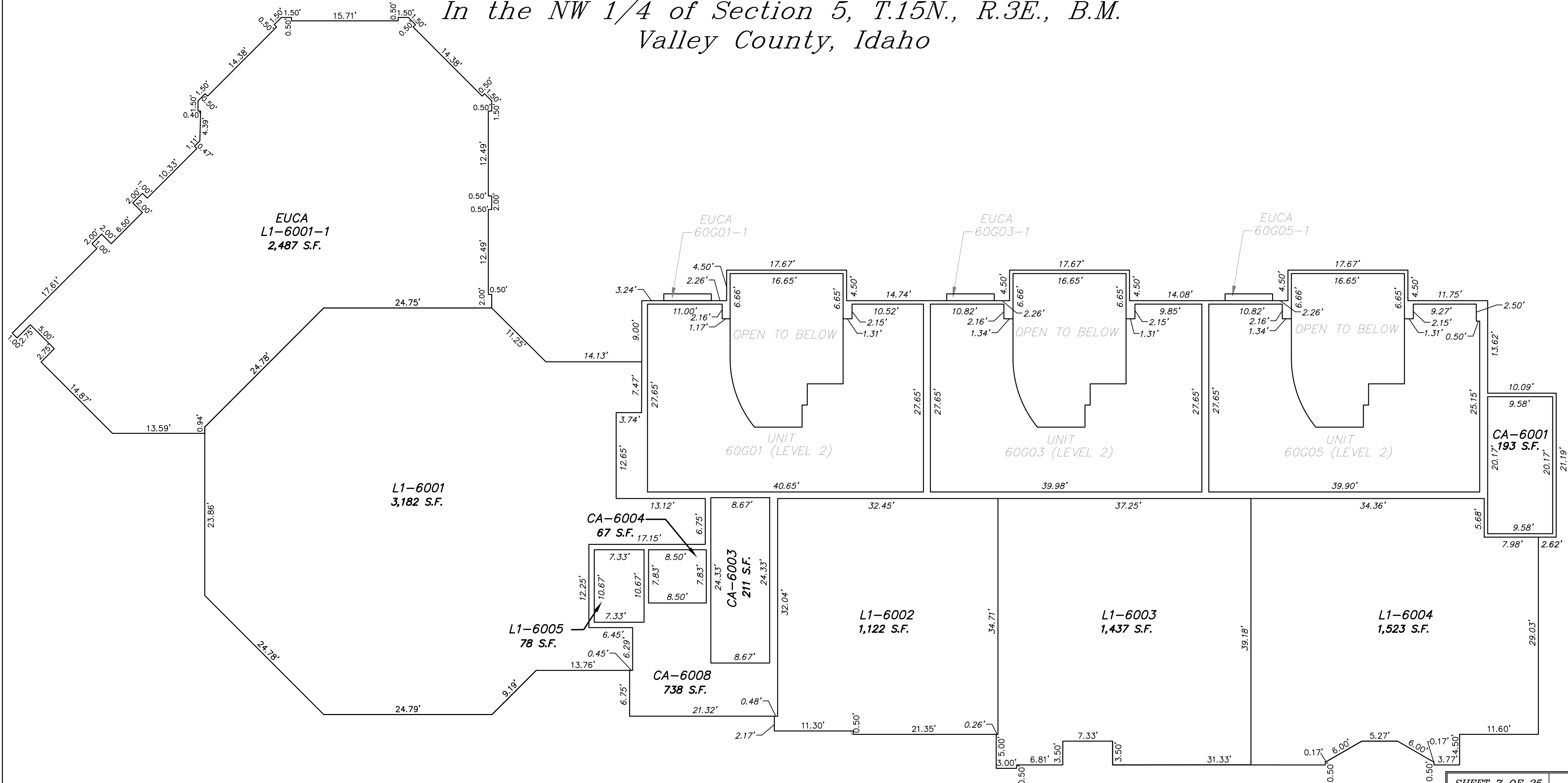
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BUILDING 6.0
PLAZA LEVEL
1"=10'

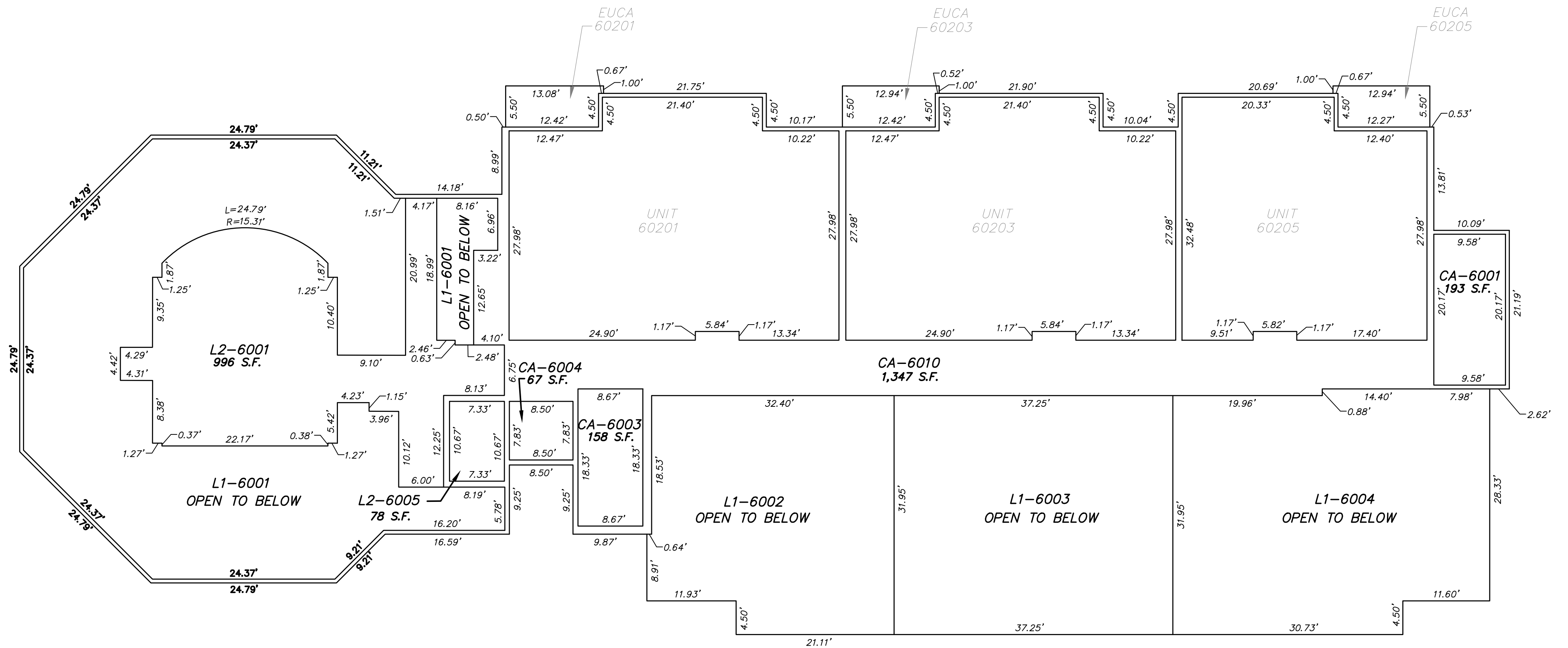
SHEET 7 OF 25

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CASCADE, ID 83611



*TAMARACK RESORT
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BUILDING 6.0
LEVEL 2
1"=10'

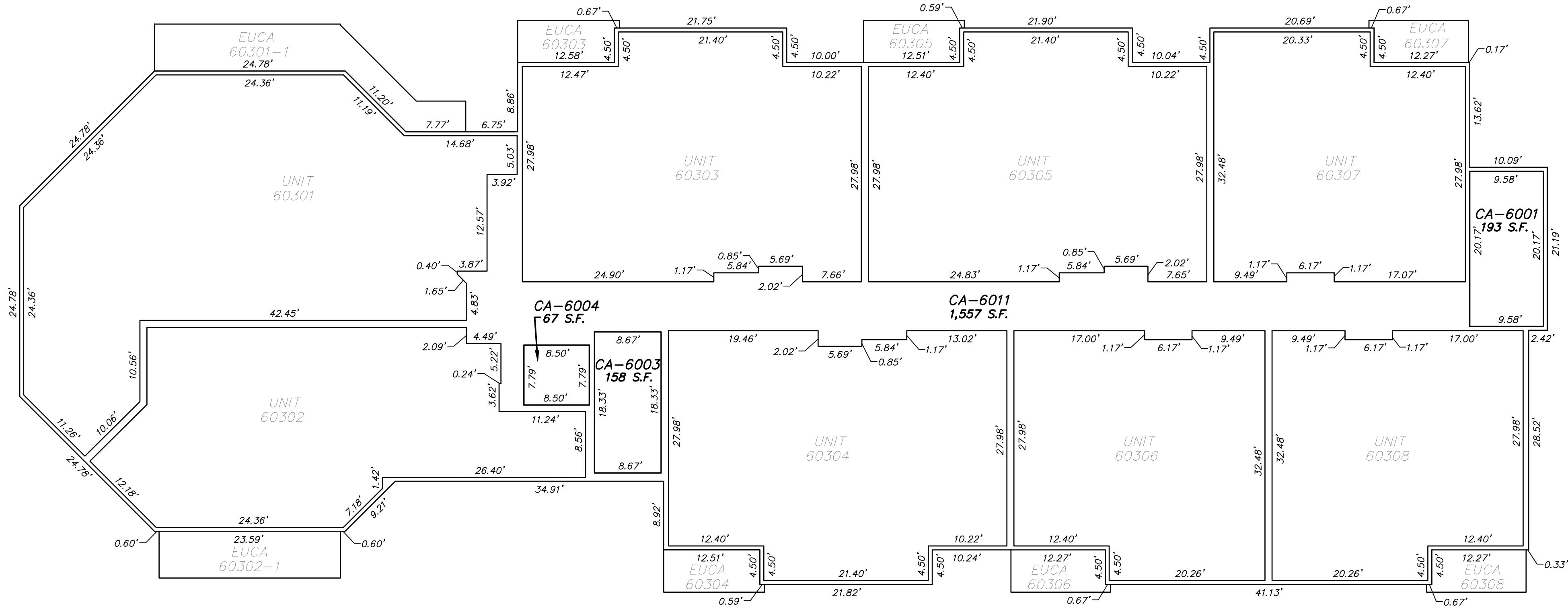
SHEET 8 OF 25

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BUILDING 6.0
LEVEL 3
1"=10'

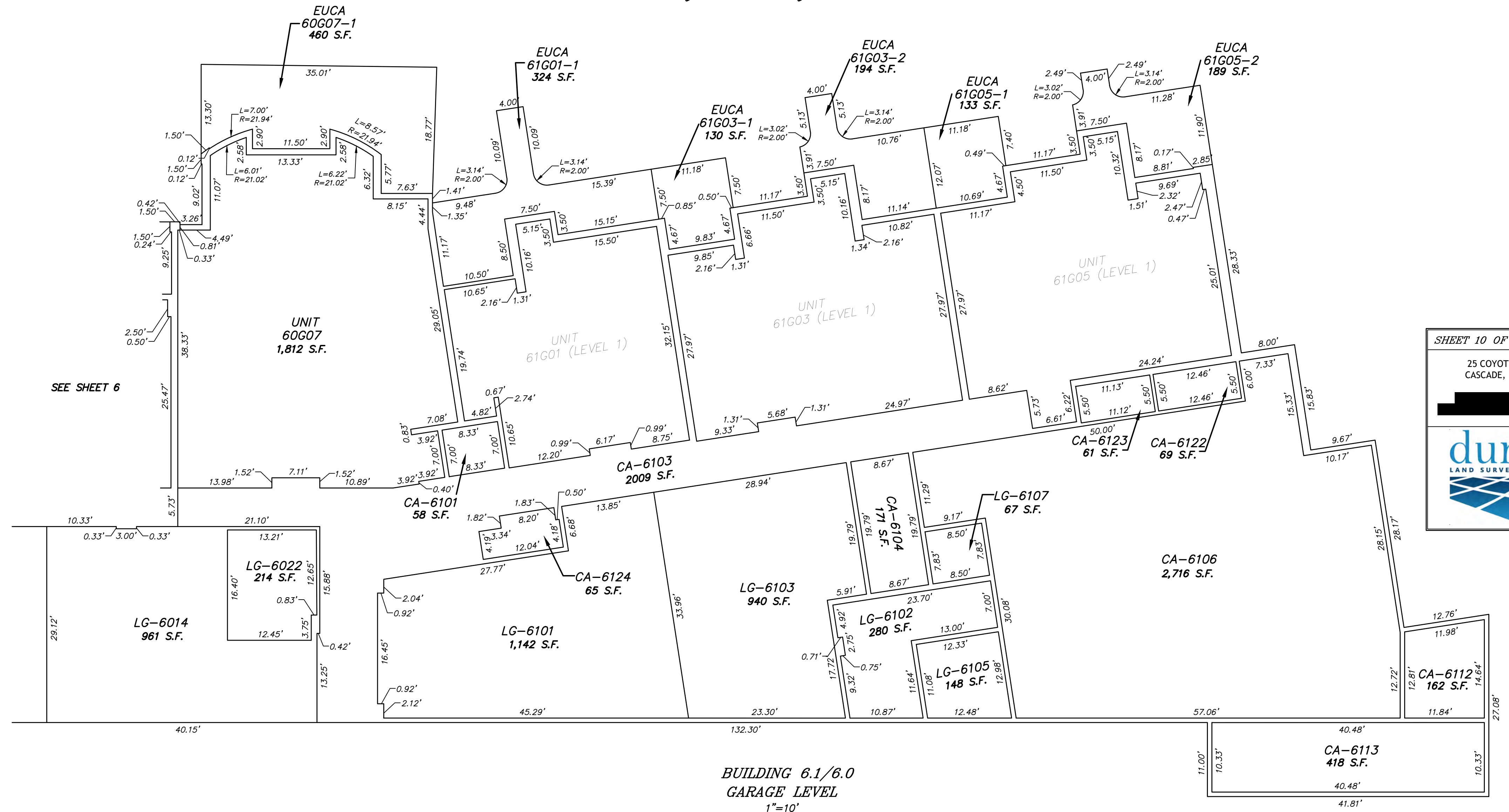
SHEET 9 OF 25

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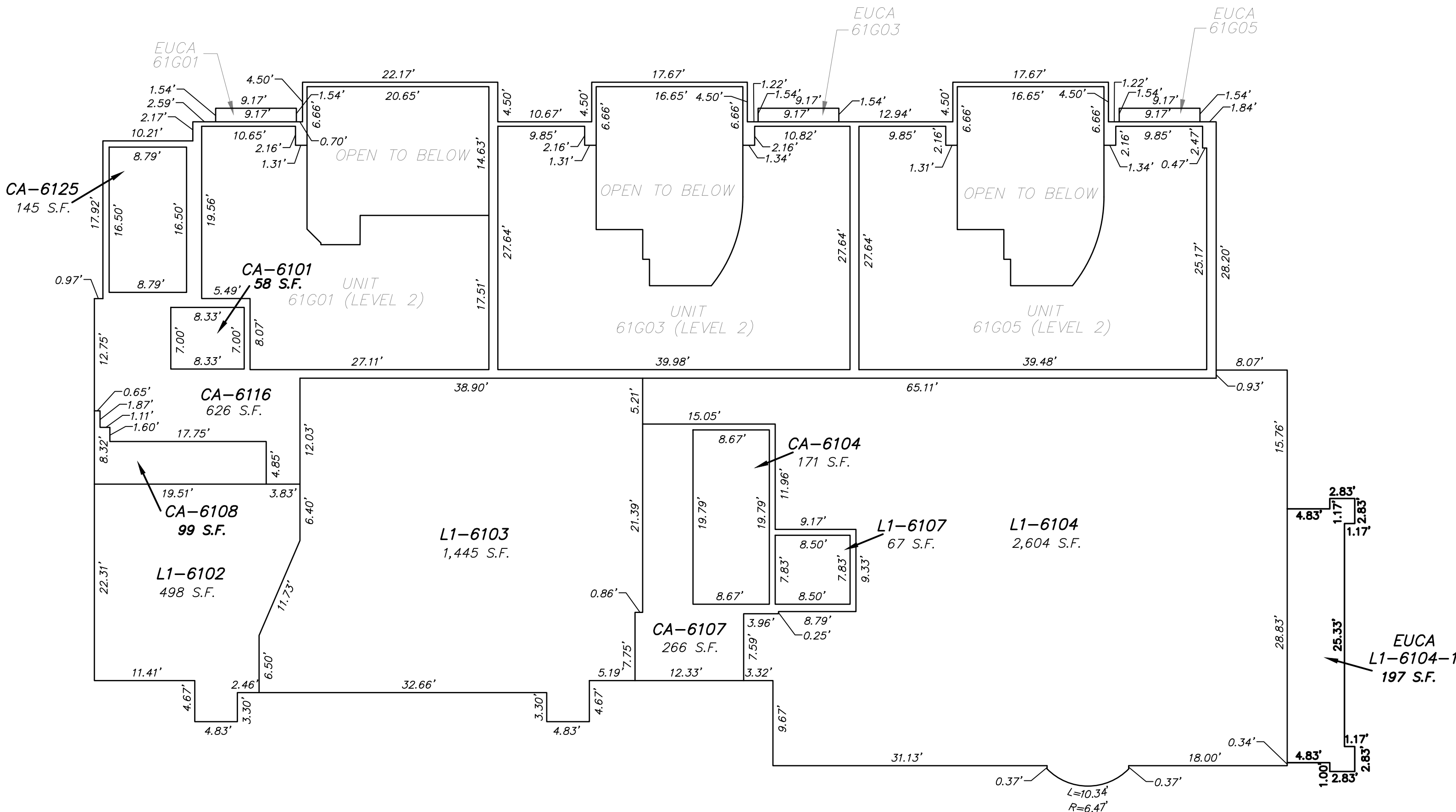
SHEET 10 OF 25

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BUILDING 6.1
PLAZA LEVEL
1"=10'

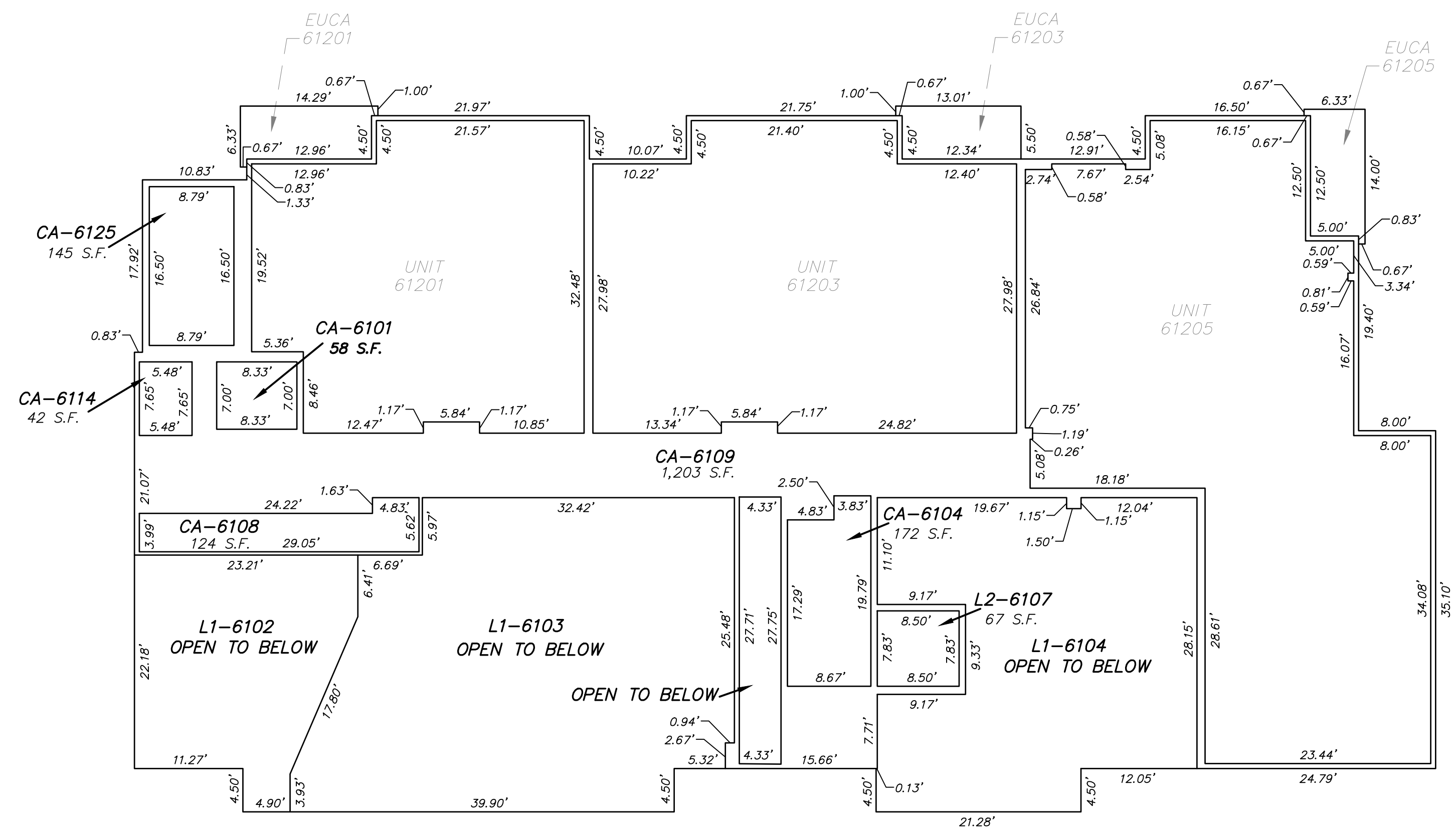
SHEET 11 OF 25

25 COYOTE TRAIL
CASCADE, ID 83611



TAMARACK RESORT AMENDED VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho



BUILDING 6.1
LEVEL 2
1"=10'

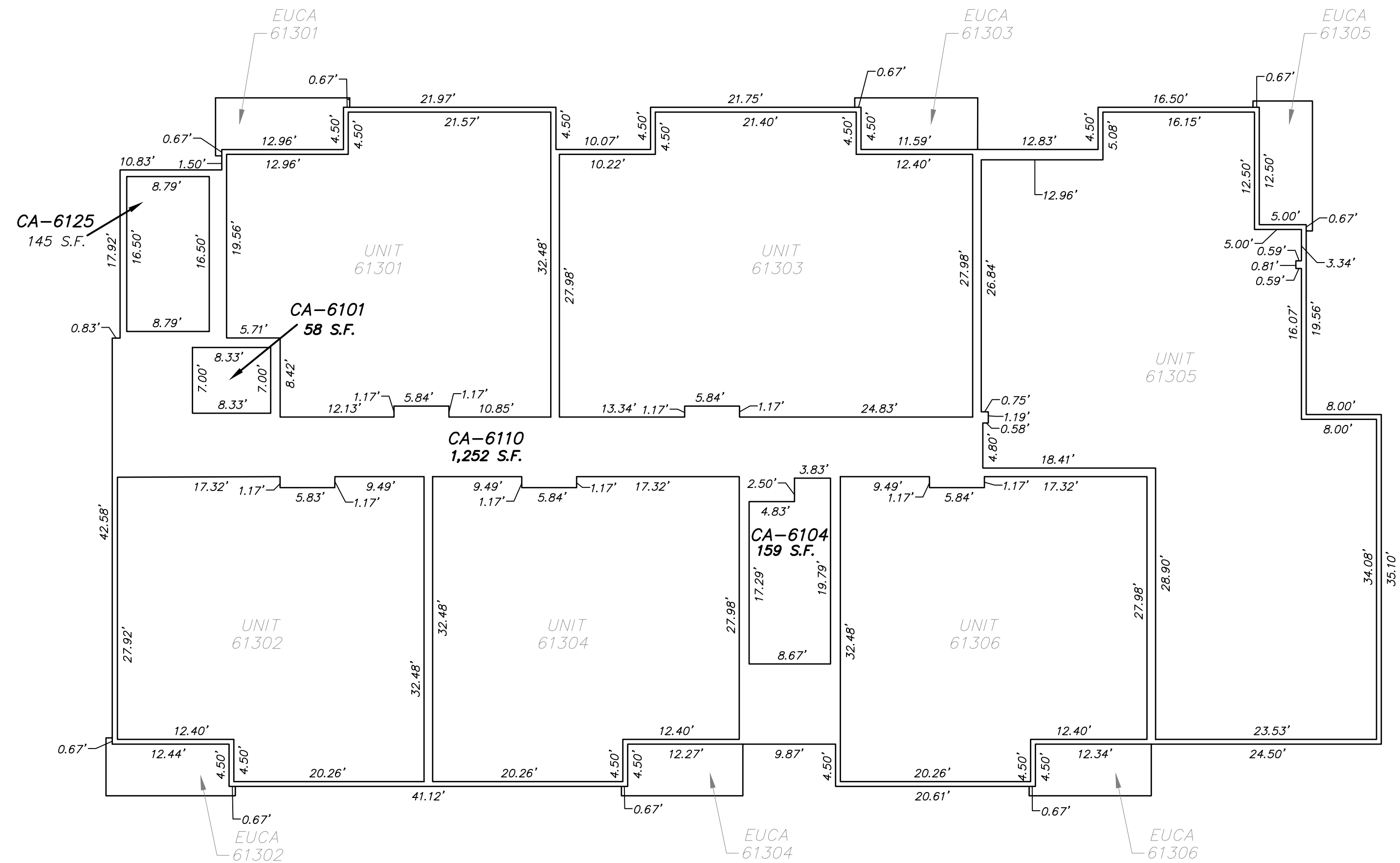
SHEET 12 OF 25

25 COYOTE TRAIL
CASCADE, ID 83611



*TAMARACK RESORT
AMENDED VILLAGE PLAZA CONDOMINIUM*

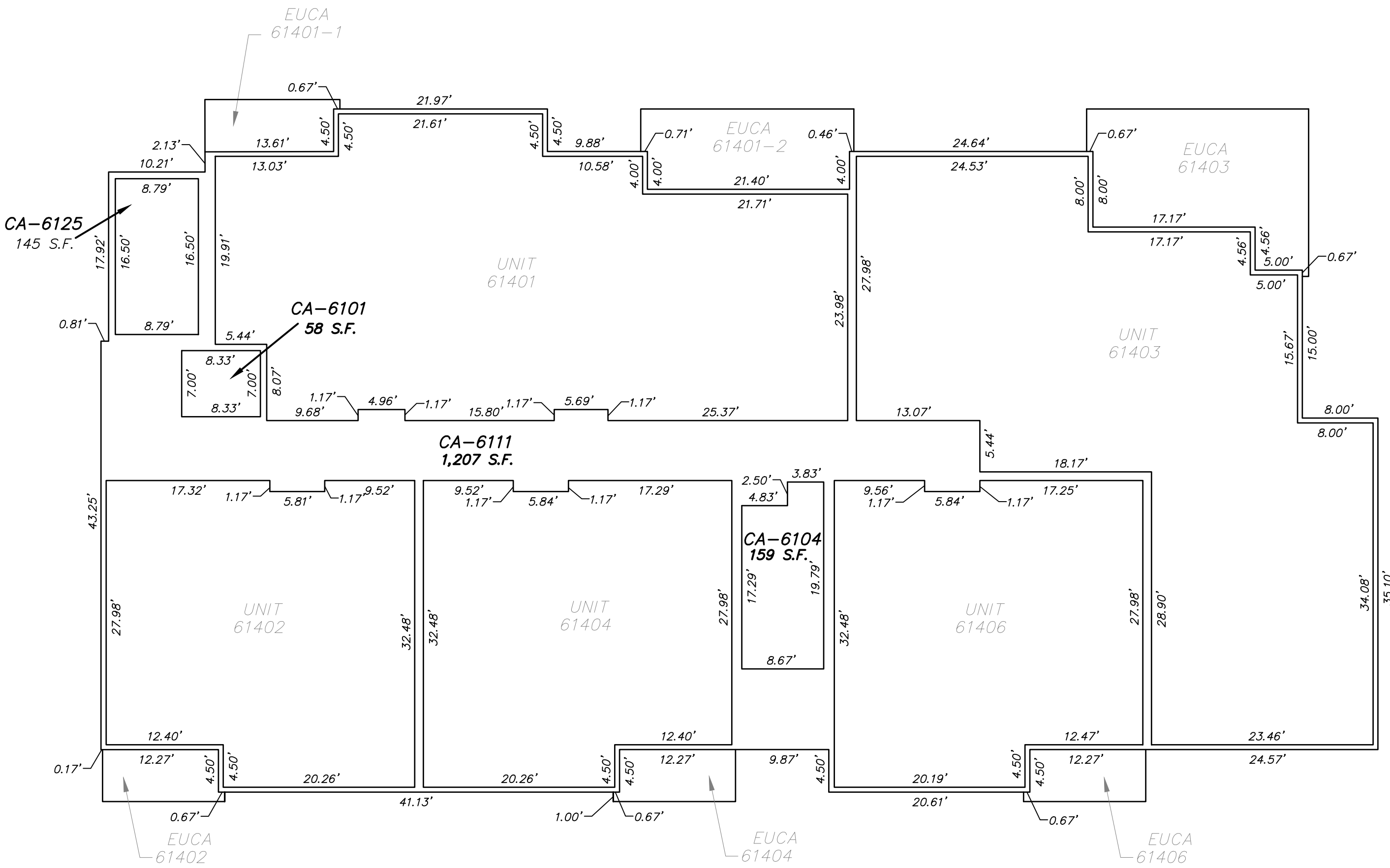
*Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho*



BUILDING 6.1
LEVEL 3
1"=10'

TAMARACK RESORT AMENDED VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho



BUILDING 6.1
LEVEL 4
1"=10'

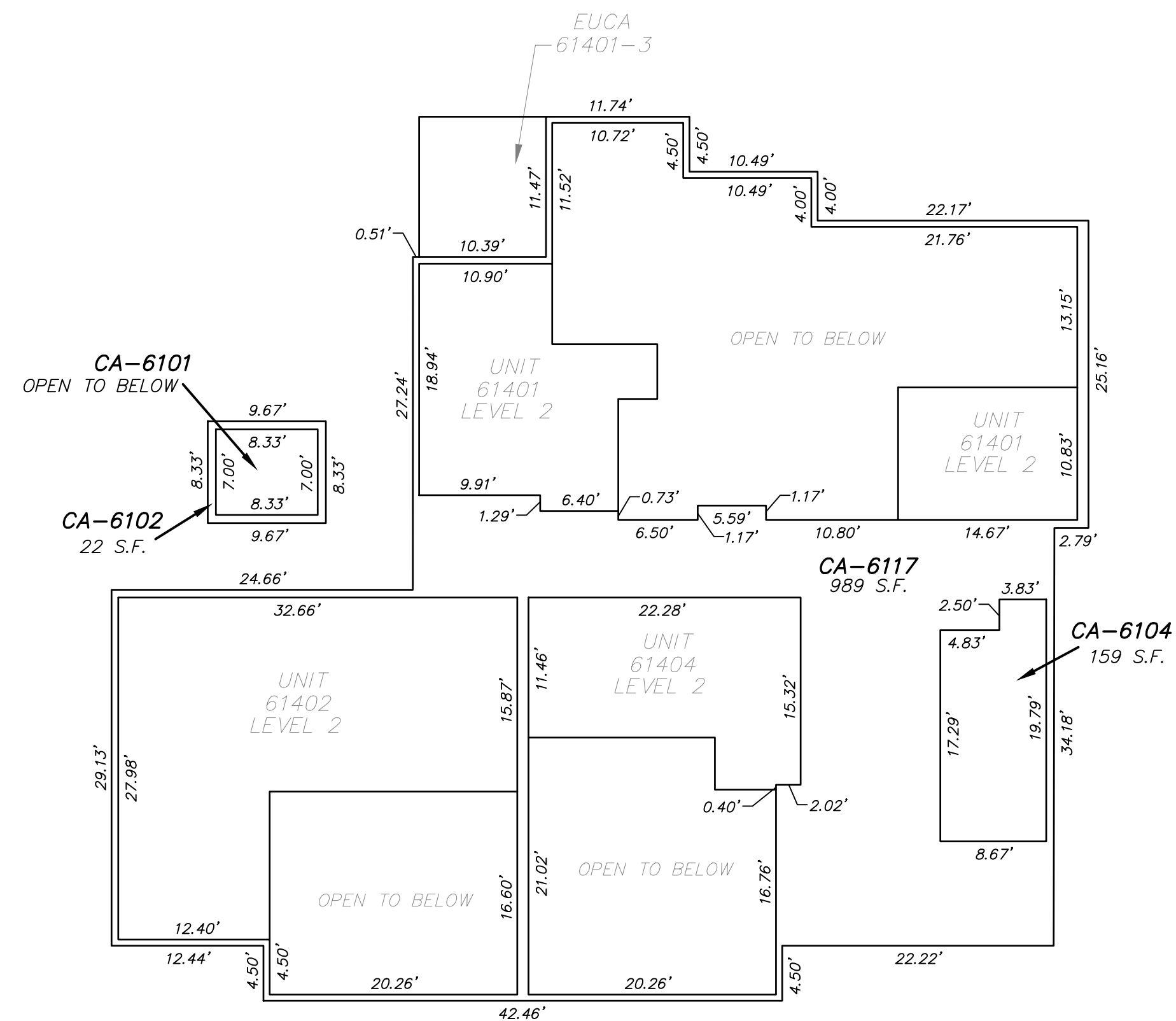
SHEET 14 OF 25

25 COYOTE TRAIL
CASCADE, ID 83611



*TAMARACK RESORT
AMENDED VILLAGE PLAZA CONDOMINIUM*

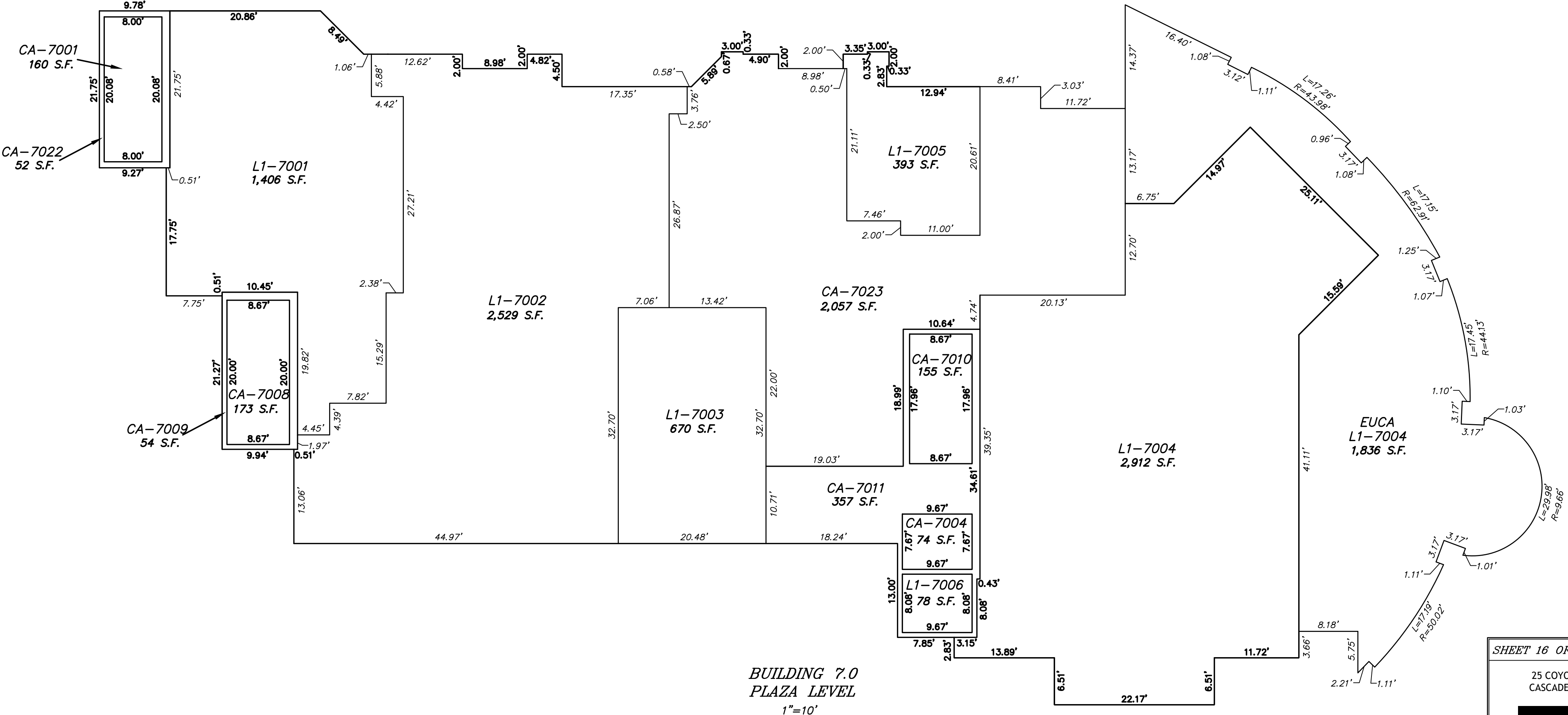
*Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho*



BUILDING 6.1
LEVEL 5
1"=10'

TAMARACK RESORT AMENDED VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho



BUILDING 7.0
PLAZA LEVEL
1"=10'

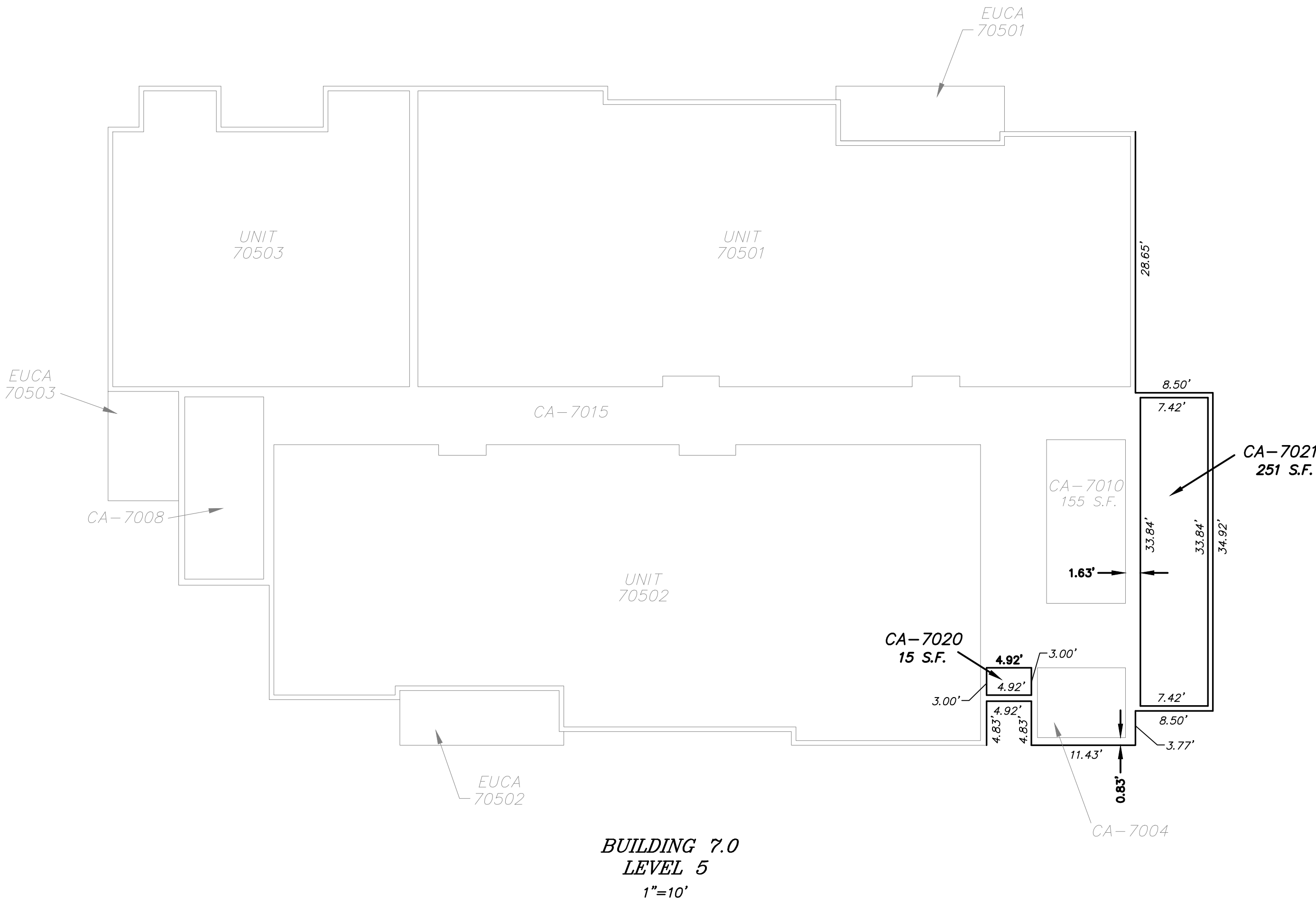
SHEET 16 OF 25

25 COYOTE TRAIL
CASCADE, ID 83611



TAMARACK RESORT AMENDED VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho



BUILDING 7.0
LEVEL 5
1"=10'

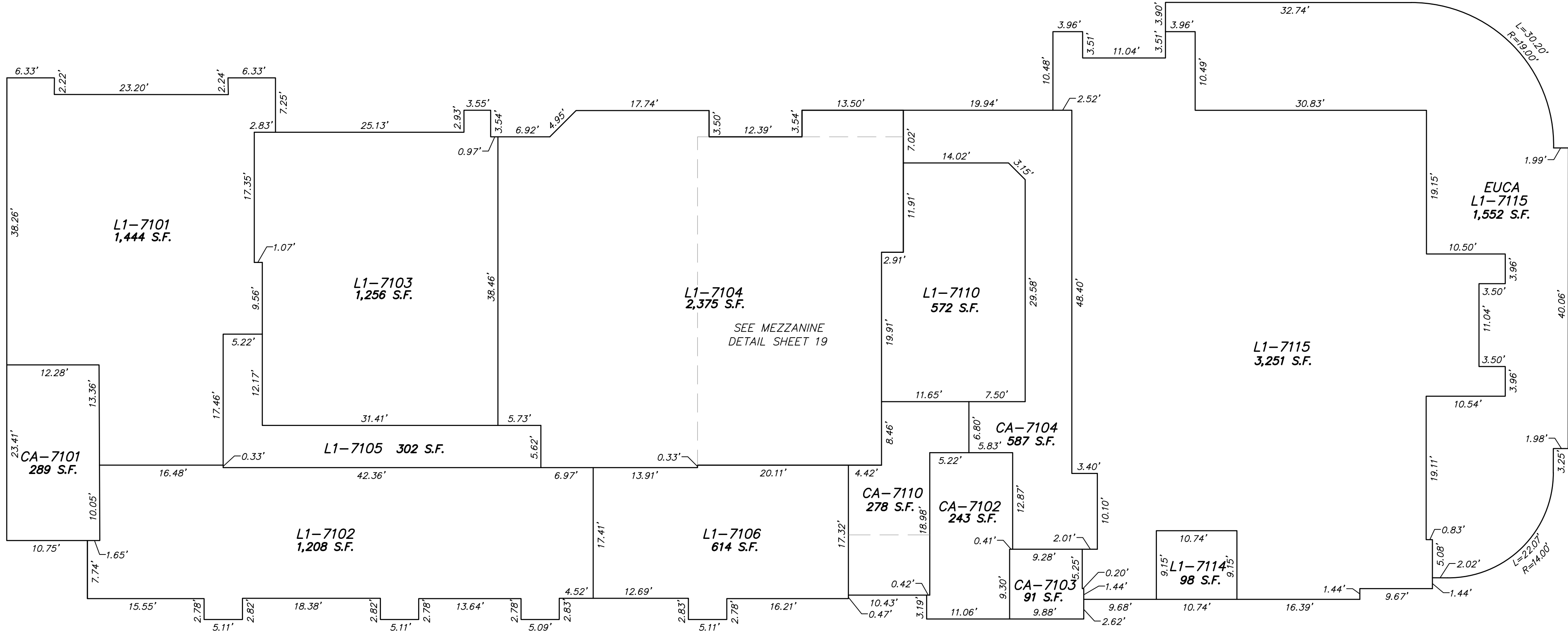
SHEET 17 OF 25

25 COYOTE TRAIL
CASCADE, ID 83611



TAMARACK RESORT AMENDED VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho



BUILDING 7.1
PLAZA LEVEL
1"=10'

SHEET 18 OF 25

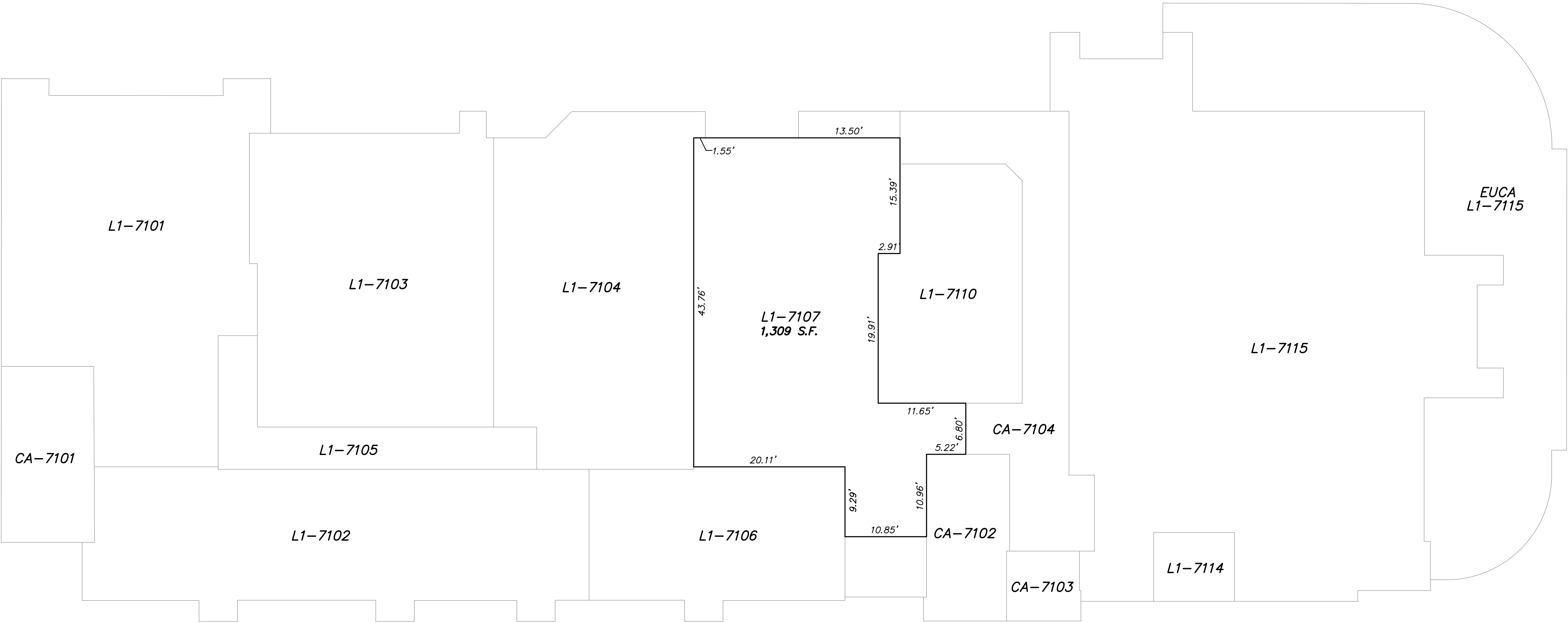
25 COYOTE TRAIL
CASCADE, ID 83611

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TAMARACK RESORT AMENDED VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho



BUILDING 7.1
MEZZANINE DETAIL
1"=10'

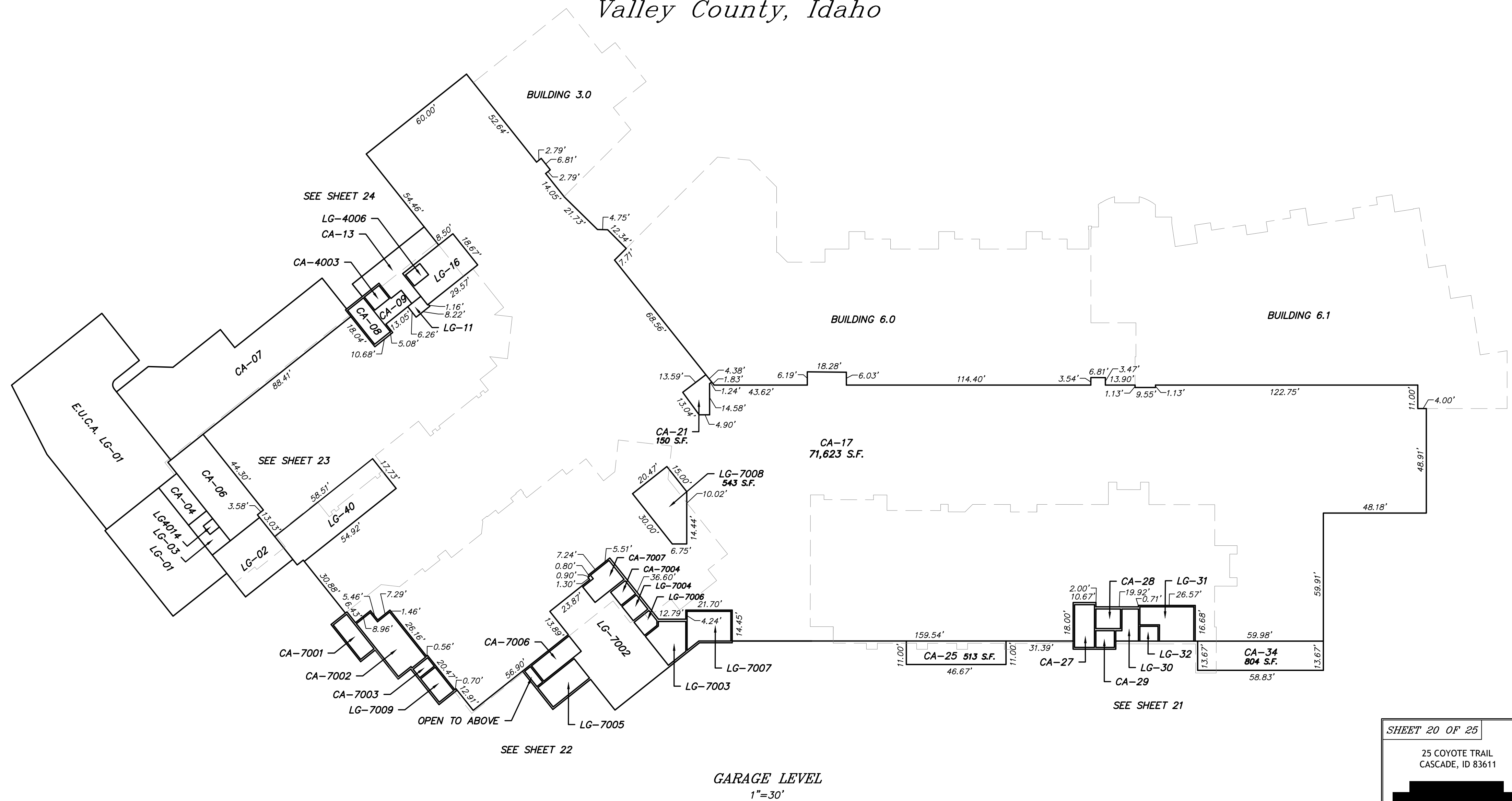
SHEET 19 OF 25

25 COYOTE TRAIL
CASCADE, ID 83611



*TAMARACK RESORT
AMENDED VILLAGE PLAZA CONDOMINIUM*

*Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho*



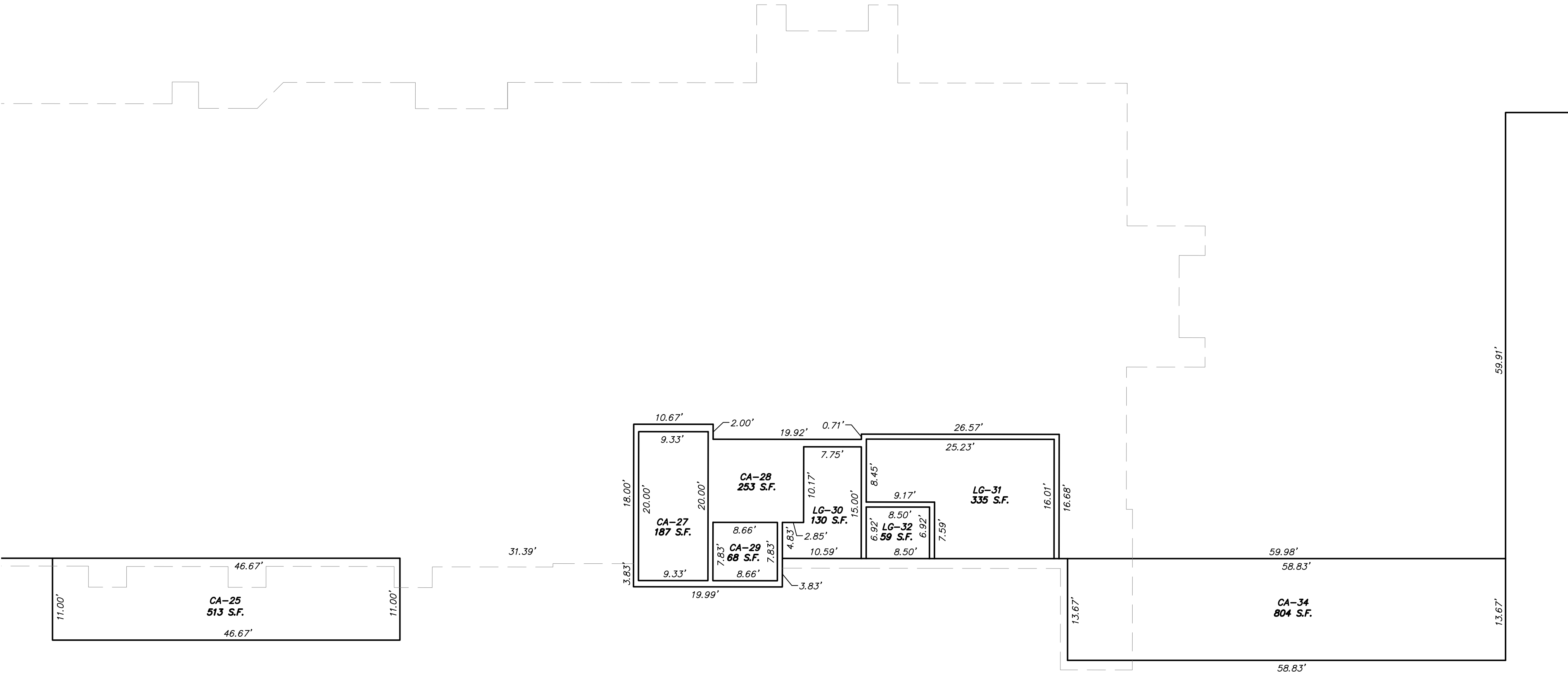
SHEET 20 OF 25

25 COYOTE TRAIL
CASCADE, ID 83611



TAMARACK RESORT AMENDED VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho



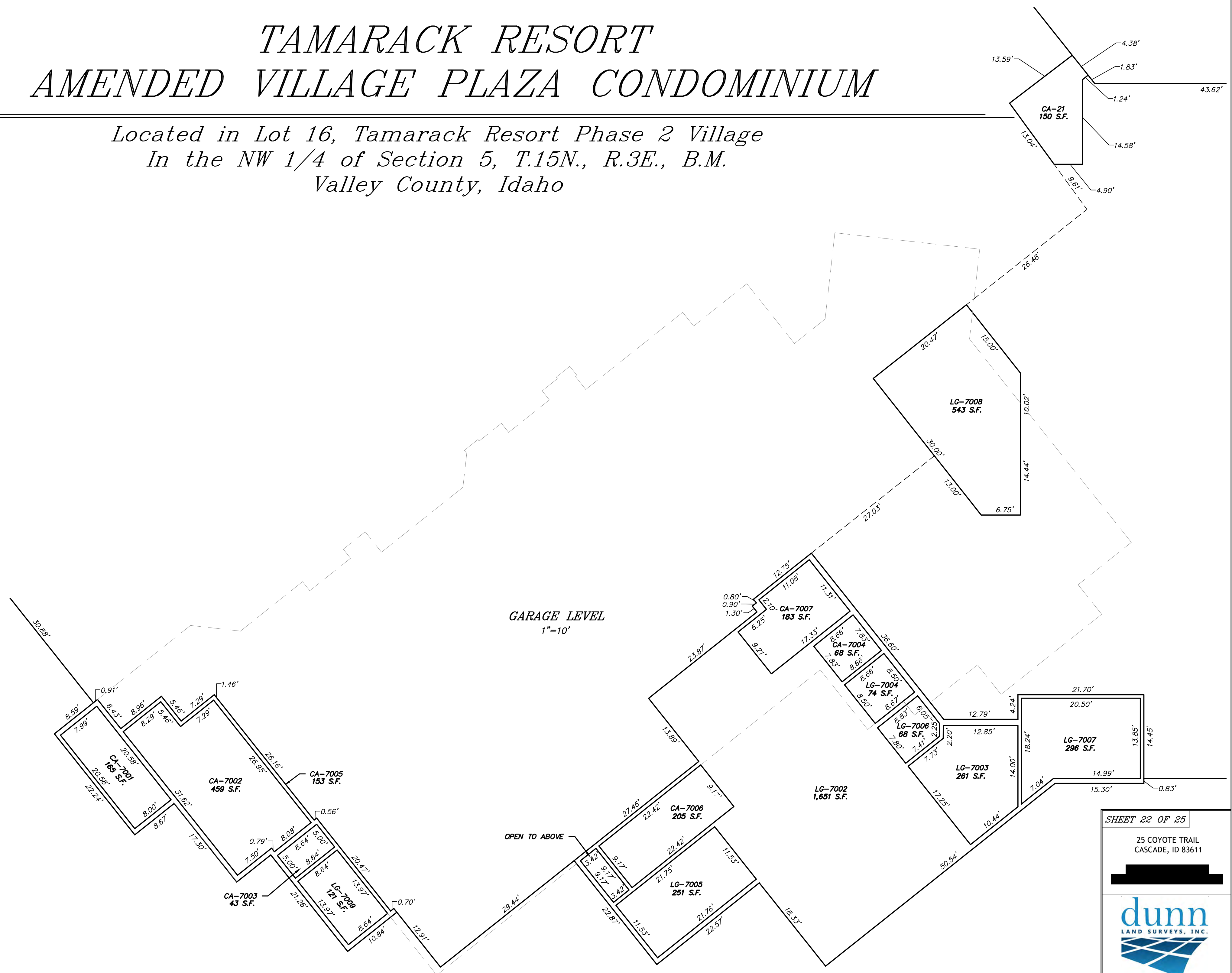
GARAGE LEVEL
1"=10'

SHEET 21 OF 25

25 COYOTE TRAIL
CASCADE, ID 83611



*Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho*

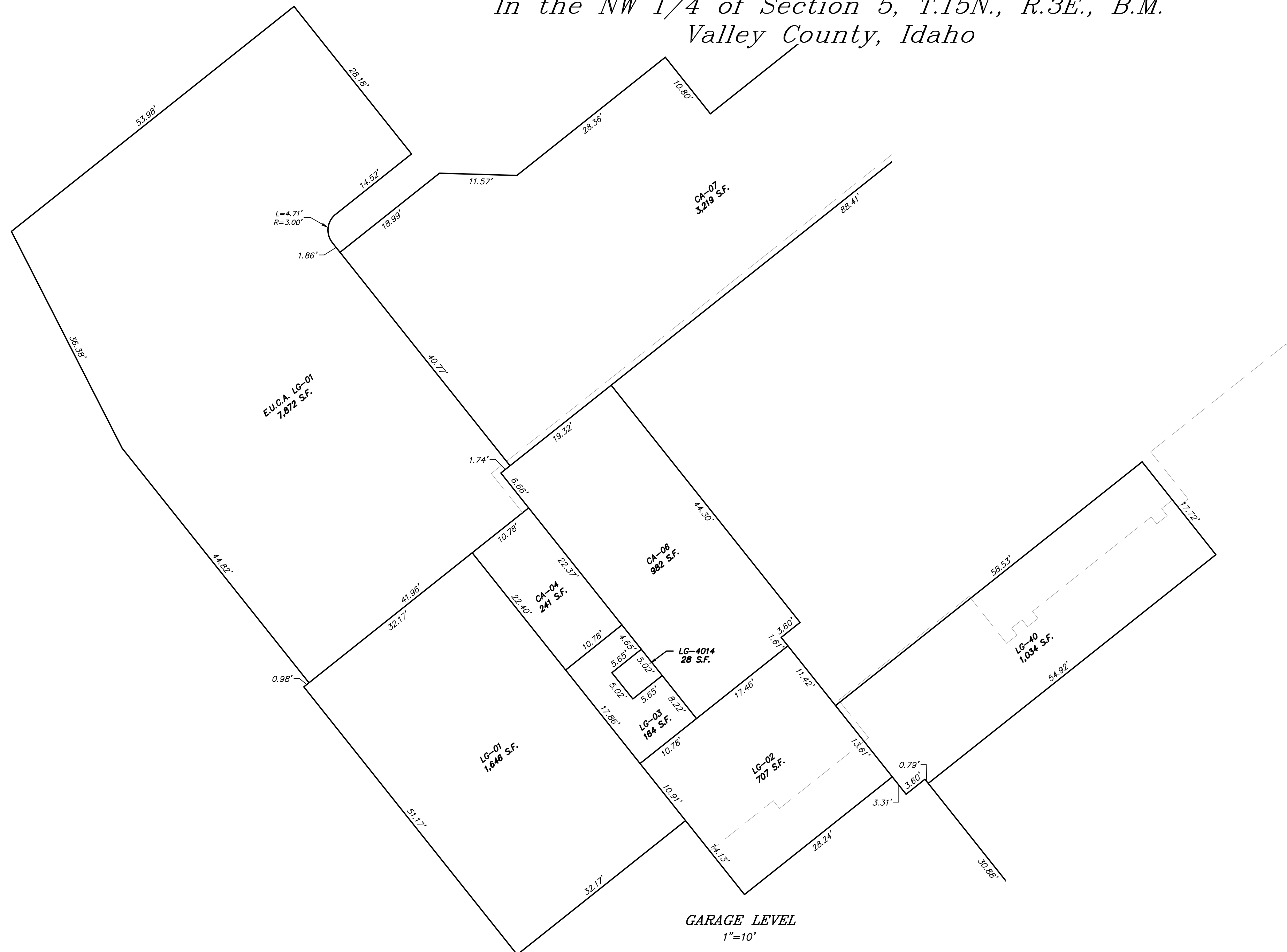


25 COYOTE TRAIL
CASCADE, ID 83611



TAMARACK RESORT AMENDED VILLAGE PLAZA CONDOMINIUM

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In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho



GARAGE LEVEL
1"=10'

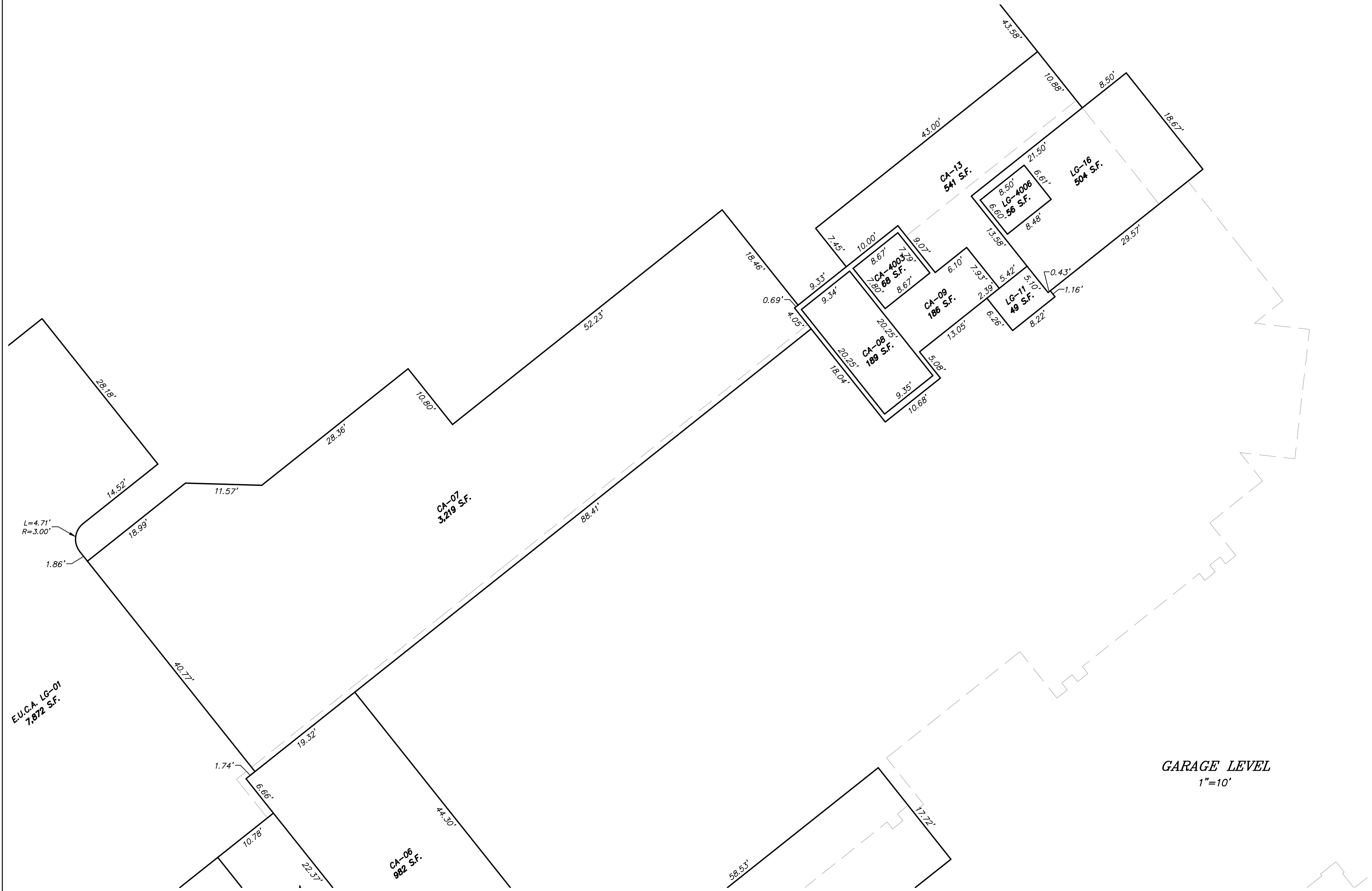
SHEET 23 OF 25

25 COYOTE TRAIL
CASCADE, ID 83611



TAMARACK RESORT AMENDED VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho



GARAGE LEVEL
1"=10'

TAMARACK RESORT
AMENDED VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED IS THE OWNER
OF THE PROPERTY HEREINAFTER DESCRIBED:

A parcel of land, Lot 16 Tamarack Resort Planned Unit Development Phase 2 Village, located in northwest 1/4 of Section 5, T.15N., R.3 E., B.M., Valley County, Idaho, more particularly described as;

COMMENCING at the north 1/4 corner of said Section 5, as shown on Record of Survey Instrument Number 259083, in Book 7, Page 76 of surveys, records of Valley County, Idaho; thence, along the north line of said Section 5,
A.) N.89°48'37"W., 554.66 feet; thence, departing said section line,
B.) S.0°11'25"W., 958.72 feet; to the POINT OF BEGINNING; thence,

- 1.) Southwesterly along a curve to the left having a radius of 245.00 feet, an arc length of 163.95 feet, through a central angle of 38°20'31", and a chord bearing and distance of S.30°24'20"W., 160.91 feet; thence, tangent from said curve,
- 2.) S.11°15'05"W., 193.59 feet; thence,
- 3.) Southwesterly along said curve to the right having a radius of 245.00 feet, an arc length of 339.30 feet, through a central angle of 79°20'54", and a chord bearing and distance of S.50°54'32"W., 312.83 feet; thence,
- 4.) N.18°30'00"W., 61.04 feet; thence,
- 5.) N.71°30'00"E., 29.89 feet; thence,
- 6.) N.18°30'00"W., 135.33 feet; thence,
- 7.) S.71°28'08"W., 10.99 feet; thence,
- 8.) N.18°34'07"W., 129.81 feet; thence,
- 9.) N.71°30'00"E., 27.11 feet; thence,
- 10.) N.18°22'20"W., 41.70 feet; thence,
- 11.) N.2°13'31"E., 104.90 feet; thence,
- 12.) N.46°47'02"E., 57.98 feet; thence,
- 13.) Northeasterly along a curve to the right having a radius of 4663.31 feet, an arc length of 127.17 feet, through a central angle of 1°33'45", and a chord bearing and distance of N.8°11'55"E., 127.17 feet; thence,
- 14.) S.81°01'13"E., 50.00 feet; thence,
- 15.) Northeasterly along a curve to the right having a radius of 4613.31 feet, an arc length of 5.65 feet, through a central angle of 0°04'12", and a chord bearing and distance of N.9°00'54"E., 5.65 feet; thence,
- 16.) Northeasterly along a curve to the right having a radius of 75.00 feet, an arc length of 42.61 feet, through a central angle of 32°33'17", and a chord bearing and distance of N.25°19'38"E., 42.04 feet; thence,
- 17.) S.78°45'43"E., 69.93 feet; thence,
- 18.) N.79°45'03"E., 88.28 feet; thence,
- 19.) S.70°00'00"E., 41.33 feet; thence,
- 20.) S.20°00'00"W., 40.54 feet; thence,
- 21.) S.70°04'08"E., 26.00 feet; thence,
- 22.) N.20°00'00"E., 18.82 feet; thence,
- 23.) S.70°00'00"E., 8.67 feet; thence,
- 24.) S.20°00'00"W., 7.50 feet; thence,
- 25.) S.70°00'00"E., 21.50 feet; thence,
- 26.) S.20°00'00"W., 57.55 feet; thence,
- 27.) S.70°00'00"E., 90.43 feet to the POINT OF BEGINNING.

CONTAINING 4.37 Acres, more or less.

SUBJECT TO all Covenants, Rights-of-Way and Easements of Record.

ALL ROADS AND ROAD RIGHTS OF WAY, ALL UTILITY EASEMENTS AND EMERGENCY ACCESS EASEMENTS, AND ALL COMMON OPEN SPACE PARCELS WHICH ARE DEPICTED ON THIS PLAT ARE DEDICATED FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE TAMARACK RESORT 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 FOR VILLAGE PLAZA. COMMON AREAS AND EXCLUSIVE USE COMMON AREAS WHICH ARE DEPICTED ON THIS PLAT ARE DEDICATED FOR THE USE AND ENJOYMENT OF MEMBERS OF THE TAMARACK RESORT ASSOCIATION SPECIFIED IN THE SUPPLEMENTAL DECLARATION FOR VILLAGE PLAZA, 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 FOR VILLAGE PLAZA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, 2023.

MARTIN PICO, MANAGER TRH-VILLAGE, LLC
by SCOTT TURLINGTON, ATTORNEY IN FACT

ACKNOWLEDGEMENT

STATE OF)
COUNTY OF) SS

ON THIS ____ DAY OF _____, 2023, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE OF IDAHO PERSONALLY APPEARED SCOTT TURLINGTON KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AS THE ATTORNEY IN FACT FOR:

MARTIN PICO, MANAGER, TRH-VILLAGE, LLC

AND ACKNOWLEDGED TO ME THAT HE SUBSCRIBED THE ABOVE NAMES AS PRINCIPLE, AND HIS OWN NAME AS ATTORNEY IN FACT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC OF IDAHO

RESIDING AT _____

COMMISSION EXPIRES: _____

APPROVAL OF THE
VALLEY COUNTY PLANNING AND ZONING COMMISSION

THE PLAT OF TAMARACK RESORT AMENDED VILLAGE PLAZA CONDOMINIUM IS HEREBY ACCEPTED AND

APPROVED THE ____ DAY OF _____, 2023,

BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

CHAIRMAN

APPROVAL OF THE
BOARD OF VALLEY COUNTY COMMISSIONERS

THE PLAT OF TAMARACK RESORT AMENDED VILLAGE PLAZA CONDOMINIUM IS HEREBY

ACCEPTED AND APPROVED THE ____ DAY OF _____, 2023,

BY THE VALLEY COUNTY COMMISSIONERS.

CHAIRMAN

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 ARE IN FORCE. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING OR SHELTER WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED.

CENTRAL DISTRICT HEALTH, EHS

DATE

INST. NO.

CERTIFICATE OF VALLEY COUNTY SURVEYOR

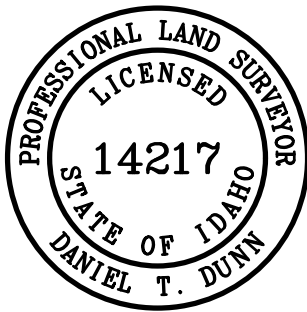
I, THE UNDERSIGNED COUNTY SURVEYOR FOR VALLEY COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF TAMARACK RESORT AMENDED VILLAGE PLAZA CONDOMINIUM IS IN COMPLIANCE WITH TITLE 50, CHAPTER 13, IDAHO CODE, RELATING TO PLATS AND SURVEYS AND IS ALSO IN COMPLIANCE WITH THE VALLEY COUNTY SUBDIVISION REGULATIONS RELATING 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 AMENDED VILLAGE PLAZA CONDOMINIUM 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 AMENDED VILLAGE PLAZA CONDOMINIUM HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

VALLEY COUNTY TREASURER

DATE

SHEET 25 OF 25

25 COYOTE TRAIL
CASCADE, ID 83611





**SECOND
AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION
FOR
TAMARACK RESORT
VILLAGE PLAZA CONDOMINIUMS**

**SECOND
AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION
FOR
TAMARACK RESORT
VILLAGE PLAZA CONDOMINIUMS**

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**SECOND
AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION
FOR
TAMARACK RESORT
VILLAGE PLAZA CONDOMINIUMS**

This Second Amended and Restated Supplemental Declaration For Tamarack Resort Village Plaza Condominiums ("this Supplemental Declaration") is made effective as of the date executed below, by Tamarack Resort Village Plaza Condominium Association, Inc., an Idaho nonprofit corporation, who hereby amends and restates in its entirety that certain Amended and Restated Supplemental Declaration for Tamarack Resort Village Plaza Condominiums, recorded with the Valley County, Idaho Recorder as Instrument No. 425734, as amended by that certain First Amendment to the Amended and Restated Supplemental Declaration for Tamarack Resort Village Plaza Condominiums recorded with the Valley County, Idaho Recorder as Instrument No. 438446 (collectively "First Amended and Restated Supplemental Declaration").

ARTICLE 1. Statements Of Purpose And Declaration

1.1 Authority. This Supplemental Declaration is filed pursuant to Section 7.1 of the Second Amended and Restated General Declaration for Tamarack Resort (the "General Declaration") recorded May 5, 2006 as Instrument No. 308530 with the Valley County, Idaho Recorder, as may be amended; and, this Supplemental Declaration is amended pursuant to the terms Section 23.2.2 and 23.2.4 of the First Amended and Restated Supplemental Declaration.

1.2 Affected Property. This Supplemental Declaration affects only that certain real property located in Valley County, Idaho, described as Lot 16 Block 19, as shown on the final plat for Tamarack Resort Village Plaza Condominium, that certain Record of Survey of Building 6.0 Levels 4 and 5, that certain Record of Survey of Building 6.1 Levels 4 and 5, and that certain Tamarack Resort Amended Village Condominium Plat, recorded with the Valley County, Idaho Recorder as Instrument Nos. 301738, 455483, 458007, and _____, all as may be amended, and as further defined at Section 2.1 below (the "Affected Property").

1.3 Purpose. The purposes of this Supplemental Declaration are to create a planned community of condominiums (the "Project") which will be known as "The Village Plaza Condominiums", and 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 at its setting, 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.

1.4 Development and Use. Upon completion, the Project will initially consist of 180 Condominium Units, 130 of which will be Residential Units, and 66 of which will be Commercial Units. Residential Units may be combined, and Commercial Units may be either combined or further divided, pursuant to the terms of Article 3 below. The Plat, as defined below, also identifies Common Areas and Open Space.

1.5 Imposition of Covenants. To accomplish the purposes indicated above, Declarant hereby declares that from the date of recording this Supplemental Declaration forward, the Affected Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements (collectively, these "Covenants"). These Covenants shall run with the land and be binding upon all persons having any right, title or interest in all or any part of the Affected Property (including Declarant) and their heirs, successors and assigns, and their tenants, employees, guests and invitees. These Covenants will inure to the benefit of each Owner of the Affected Property. All Owners (including Declarant) are subject to all the rights and duties assigned to Owners under these covenants. During the period that Declarant is the Owner of a Unit, Declarant also enjoys the same rights and assumes the same obligations as they relate to each Unit owned by Declarant.

ARTICLE 2. Definitions

The following terms, as used in this Supplemental Declaration are defined as follows:

2.1 Affected Property: Any and all real property which is now or may hereafter be included within the Plat, including public or private streets, roads and any public or private easements or rights-of-ways and including any and all improvements on any of the foregoing. The Affected Property, as described at Section 1.2 above, is subjected to this Supplemental Declaration.

2.2 Affirmative Vote Of A Majority Of The Owners: The Affirmative Vote Of A Majority Of The Owners shall be achieved on any particular matter if (and only if) (a) the Declarant votes in favor of such matter; and, (b) at least 51% of the votes of the Owners of Residential Units and at least 51% of the votes of the Owners of Commercial Units. For the purpose of determining the vote of any of the above groupings of Units, the presence of a majority of the votes of such grouping of Units, as determined by the Bylaws, at a meeting at which a quorum is established, in person or by proxy and entitled to vote on such matter shall be deemed the vote of such class. Notwithstanding the foregoing, in the event that there is no Declarant, the favorable vote of Declarant shall not be considered in determining a majority. Notwithstanding any other provision to the contrary in the VP Documents, as defined below, this definition may not be amended without an Affirmative Vote Of A Majority Of The Owners as defined herein.

2.3 Articles: The Articles of Incorporation for Tamarack Resort Village Plaza Condominium Association, Inc., an Idaho nonprofit corporation, on file with the Idaho Secretary of State, as may be amended.

2.4 Benefited Units: The VPA Board and, prior to the Conversion Date, the Declarant, shall have the discretion to designate groups of Units which have like interests or needs, for the following purposes: assessment and budgeting for Local Improvement Assessments or Benefited Unit Assessments, as defined in the Bylaws; providing a means for such Units to make recommendations to the VPA Board on issues of common interest; and/or, any other benefit, service or obligation related to certain Units. The VPA Board may make such designation either of their own volition or in their discretion at the request of Members.

2.5 Buildings: The buildings (including all fixtures and improvements contained within them) located on the Affected Property in which the Units are located.

2.6 Bylaws: The Bylaws for the Tamarack Resort Village Plaza Condominium Association, Inc., an Idaho nonprofit corporation, attached hereto as **Exhibit C**, as may be amended.

2.7 Intentionally Omitted:

2.8 Common Areas: All of the Affected Property and the Buildings, except the Units, and except any Common Open Spaces and Exclusive Open Spaces, but including, without limiting the generality of the foregoing, the following components:

2.8.1 All units identified as “CA” on the Plat; and,

2.8.2 All portions of the Buildings not defined herein as Units (including, but not by way of limitation, the foundation, columns, girders, beams, supports, perimeter and supporting walls, chimneys, chimney chases, roofs, patios, balconies, entrances and exits, and the mechanical installations of the Buildings consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, and heating and central air conditioning which exist for use by one or more of the Owners, including the pipes, vents, ducts, flues, cable conduits, wires, telephone wire, and other similar utility installations used in connection therewith); and

2.8.3 All other apparatus, installations, and equipment in, affixed to or connected to the Buildings existing for the use of one or more of the Owners; and,

2.8.4 Exclusive Use Common Areas (EUCAs) as defined in this Article 2; and,

2.8.5 Parking Common Areas as defined in this Article 2.

The Common Areas shall be owned by the Owners of the separate Condominium Units, each Owner of a Condominium Unit having an undivided interest in the Common Areas as provided below at Section 2.38.

2.9 Common Open Space: Open Space within which all Members of the TMA enjoy common, non-exclusive rights of use. Common Open Space is further described at Section 5.1 of the General Declaration. Declarant, until the Conversion Date, and thereafter the TMA Board, reserves the right to permit use by specified Owner(s) or lessee(s) of any Common Open Spaces for non-permanent exclusive use or for increased or special use. Any permanent exclusive use granted to an Owner shall be granted by a Supplemental Declaration as a EUCA pursuant to Section 2.18.

2.10 Conversion Date: The date upon which Declarant has sold 90 percent of the dwelling units authorized to be constructed in Tamarack Resort under the CUP, or such earlier date as is selected by Declarant.

2.11 CUP or Tamarack Resort CUP: The Tamarack Resort Conditional Use Permit Nos. 02-04 and 02-05 for the Tamarack Planned Unit Development (“PUD”), as platted and approved by Valley County, Idaho, and as may be amended. The CUP shall be deemed to include and incorporate the following: The Tamarack Resort CUP application; all conditions of approval of the Tamarack Resort CUP imposed by Valley County; the terms of any agreements entered into by the Declarant and Valley

County related to the CUP; State of Idaho Commercial Lease No. M-5042; and, the terms and conditions of all permits or licenses issued by Valley County, the State of Idaho, the United States.

2.12 Declarant: Tamarack Resort Two, LLC, a Florida limited liability company , and any party which (a) acquires from Declarant all or substantially all of its property at Tamarack Resort and (b) is designated by a written instrument as a successor or assignee of Declarant under this Supplemental Declaration. Such instrument may specify the extent and portion of the rights or interests as a Declarant which are being assigned, in which case Tamarack Resort Two, LLC, a Florida limited liability company, shall retain all other rights as Declarant. TRH-Village, LLC, an Idaho limited liability company, is the owner of a portion of the Affected Property, and a wholly owned subsidiary of Tamarack Real Estate Holdings, LLC, a wholly owned subsidiary of Tamarack Resort Two, LLC. Tamarack Resort Two, LLC is the Declarant for purposes of this Supplemental Declaration. TRH-Village, LLC was named as the Declarant in the First Amended and Restated Supplemental Declaration, however pursuant to that certain Assignment of Declarant's Rights recorded with the Valley County, Idaho Recorder as Instrument No. _____, all of its rights and interests as a Declarant were transferred to Tamarack Resort Two, LLC.

2.13 Default Rate: Any delinquent assessment, charge, fine penalty or other amount payable pursuant to the terms of the Village Plaza Documents shall bear interest at the greater of eighteen percent (18%) per annum, or six (6) points above the prime rate of Wells Fargo Bank, NA or any other national banking association with offices in Boise, Idaho.

2.14 Design and Development Guidelines: The Tamarack Resort Design and Development Guidelines, as further described in Article 8 of the Tamarack Municipal Association General Declaration.

2.15 Director: A member of the VPA Board.

2.16 Eligible Mortgage Holder: A First Mortgagee or any insurer or guarantor of a First Mortgage which has notified the VPA in writing of its name and address and status as a holder, insurer or guarantor of a First Mortgage. Such notice will be deemed to include a request that the Eligible Mortgage Holder be given the notices and other rights described in Article 20.

2.17 Exclusive Open Space: Open Space which is reserved for the exclusive use or primary benefit of Owners of Residential Units within the Village Plaza. Exclusive Open Space is further described at Section 5.2 of the General Declaration. Temporary or permanent rights may be granted to all or some of the Owners or lessees of Commercial Units to utilize the Exclusive Open Space pursuant to Section 4.7 below.

2.18 Exclusive Use Common Areas or EUCAs. Those parts of the Common Areas which are limited to and reserved for the use of the Owners of one or more, but fewer than all, of the Condominium Units. Without limiting the foregoing, the Exclusive Use Common Areas shall include any balcony, deck, patio, entryway or porch adjacent to a Unit, storage spaces outside Units and designated for exclusive use at **Exhibit A**, including, but not limited to, all such items designated as EUCAs on the Plat. A EUCA which is accessible from, associated with, and which adjoins a particular Unit, without further reference thereto, shall be used in connection with such Unit to the exclusion of the use thereof by the other Owners, except by invitation. Declarant, until the Conversion Date, and thereafter the VPA Board, reserves the right pursuant to a supplemental declaration to designate additional EUCAs within Common Open Spaces for exclusive use by a specified Owner.

2.19 First Mortgage: Any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

2.20 First Mortgagee: The holder of record of a First Mortgage.

2.21 General Common Areas: The Common Areas, except for Exclusive Use Common Areas and the Parking Common Area.

2.22 General Declaration: The Second Amended and Restated General Declaration for Tamarack Resort more particularly described at Section 1.1 above.

2.23 Management Agreement: Any contract or arrangement entered into for purposes of discharging the responsibilities of the VPA Board relative to the operation, maintenance, and management of the Affected Property and/or Buildings.

2.24 Manager: Such person or entity engaged by the VPA Board to perform certain duties, powers, or functions of the VPA Board pursuant to this Supplemental Declaration or the Bylaws.

2.25 Member: A Person entitled to membership in the Tamarack Resort Village Plaza Condominium Association, Inc., as described in the Bylaws.

2.26 Mortgage: Any mortgage, deed of trust or other document which is recorded in the office of Recorder of Valley County, Idaho, and which encumbers any portion of the Affected Property or interest therein as security for payment of a debt or obligation.

2.27 Mortgagee: Any person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

2.28 Owner: The owner of record (including Declarant, and including a contract seller, but excluding a contract purchaser), whether one or more persons, of fee simple title to any Condominium Unit, but does not mean or refer to any person who holds such interest merely as security for the performance of a debt or other obligation, including a Mortgage, unless and until such person has acquired fee simple title pursuant to foreclosure or other proceedings.

2.29 Person: A natural person, a corporation, a partnership, a trustee, or any other legal entity.

2.30 Plat or Condominium Plat: Any engineering survey or surveys of the Affected Property locating the Condominium Units in the Buildings or on the Affected Property, and the Buildings on the Affected Property (including the original Plat, any amendments thereto, and any supplemental Plats and any amendments thereto pursuant to records of survey), and depicting the floor plans of the Units together with other drawings or diagrammatic plans and information regarding the Affected Property as may be included in the discretion of the Declarant, as recorded by Declarant in the office of the Recorder of Valley County, Idaho, including but not necessarily limited to the Final Plat for the Tamarack Resort Village Plaza Condominiums, as described at Section 2.1 above.

2.31 Plaza Facilities: All property owned or leased by the TMA for the benefit of the Village Plaza, or otherwise held or used by the Village Plaza, or under the TMA's management or control for the

benefit of the Village Plaza, by, through or under contractual arrangements, licenses or other arrangements, including real property or interests therein, improvements on real property, and personal property and equipment.

2.32 Private Amenities: Certain real property and any facilities, structures and improvements located thereon which are privately owned and operated by Persons other than the TMA for recreational and related purposes, on a club membership basis, use fee basis, or otherwise, and shall include, without limitation, all Commercial Units. NO PERSON SHALL POSSESS ANY RIGHT TO ENTER ONTO OR USE PRIVATE AMENITIES BY VIRTUE OF OWNERSHIP OR OCCUPANCY OF A UNIT.

2.33 PUD or Tamarack Resort PUD: The Tamarack Resort Planned Unit Development, as platted and approved by Valley County, Idaho, and as may be amended.

2.34 Parking Common Area: That certain Common Area identified on the Plat as CA-17, and described at **Exhibit B** as a Parking Common Area.

2.35 Supplemental Declaration: This Supplemental Declaration for Tamarack Resort Village Plaza Condominiums and all Amendments or Supplements hereto, hereafter recorded in the real property records of Valley County, Idaho.

2.36 Tamarack Municipal Association (TMA): The Tamarack Municipal Association, Inc., an Idaho nonprofit corporation, previously known as the Tamarack Resort Association, Inc., an Idaho nonprofit corporation.

2.37 Tamarack Municipal Association Board (TMA Board): The VPA Board of Directors for the Tamarack Municipal Association.

2.38 Tamarack Municipal Association Documents (TMA Documents): The various operative documents of the Tamarack Municipal Association, including: (a) the Articles of Incorporation of the Tamarack Municipal Association; (b) the Bylaws of the Tamarack Municipal Association; (c) the General Declaration for Tamarack Resort; (d) the Design and Development Guidelines; (e) all Rules and Regulations promulgated by the Tamarack Municipal Association Board; (f) the Articles of Incorporation and Bylaws for any other Association which is created within the Tamarack Resort; (g) all Supplemental Declarations recorded by Declarant; and, (h) all amendments and supplements to any of the aforementioned documents.

2.39 Unit or Condominium Unit: The fee simple interest in and to a single Unit depicted on the Plat, and designated at **Exhibit A** as a Residential Unit or a Commercial Unit, together with an exclusive right of use in any EUCA assigned to the Unit, together with the undivided interest in the Common Areas (determined in each case by dividing the number of square feet in the Unit in question plus any EUCA designated exclusively for use of the Owner of such Unit by the number of square feet in all platted Units and EUCA's contained within the Affected Property), as specified in the attached **Exhibit A**. Declarant and the VPA Board have the authority, pursuant to Section 3.5, to designate additional EUCA's for the exclusive for use of specified Owners, which designation would alter the ownership percentages of the Common Areas as would be detailed in an amended **Exhibit A**.

Also shown on the Plat are EUCA's, Common Areas, Common Open Spaces and Exclusive Open Spaces, which are defined separately herein. Following are the different types of Units:

(a) Residential Unit. Residential Units are all units designated at **Exhibit A** as a Residential Unit. Three of the Residential Units have lock-off Units, which, under circumstances described below at Section 3.3, may be separately sold. Residential Units all have kitchen, living and bathroom facilities. They consist of enclosed rooms in the Buildings and are legally bounded by:

- (i) the Interior Surface of Perimeter Unit Walls; and,
- (ii) the Interior Surface of Subfloors, ceilings, doors and windows.

(b) Commercial Unit. Commercial Units are all Units designated at **Exhibit A** as a Commercial Unit. The Commercial Units consist of enclosed rooms in the Buildings and are legally bounded by:

- (i) the Interior Surface of Perimeter Building Walls;
- (ii) the center of Demising Walls; and,
- (iii) the Interior Surface of Subfloors, ceilings, doors, and windows.

(c) Additional terms related to Units: For the purpose of defining Units, the terms set forth below shall be defined as follows:

(i) **Interior Surface of Perimeter Unit Wall:** The inside surface (i.e., the inside face of the sheetrock) of a wall which forms part of the perimeter of a Residential Unit.

(ii) **Interior Surface of Subfloor:** The surface of the subfloor of a Unit on which the visible floor covering is placed.

(iii) **Interior Surface of Perimeter Building Wall:** The inside surface (i.e., the inside face of the sheetrock or other finished wall surface) of the wall which forms part of the perimeter of a Building.

(iv) **Demising Wall:** Any wall which forms the boundary between Commercial Units and/or Common Areas. Demising Walls, as that term is used herein, do not include Perimeter Building Walls or Perimeter Unit Walls.

(v) **Internal Walls:** The walls within a Unit, which are neither Perimeter Building Walls, nor Unit Perimeter Walls, nor demising Walls.

(vi) A Unit shall include the drywall, wall paneling, wood, tile, paint, paper, carpeting, or any other wall, ceiling, or floor covering, windows and window frames and glass, shutters, awnings, doorsteps, stoops, and interior doors and door frames. A Unit shall also include any fireplace or stove hearth, facing brick, tile or firebox. A Unit shall further include fixtures and hardware and all improvements contained within the walls, ceilings, and floors. A Unit shall include any heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment required to provide heating, air conditioning, hot and cold water,

electrical, or other utility services to the Unit and located within the walls, ceilings, and floors; provided, however, that a Unit shall not include any of the structural components of a Building or utility or service lines located within the Unit which serve more than one Unit.

2.40 Village: That portion of Tamarack Resort which is delineated in a Final Plat for the PUD, or in any Supplemental Declaration, recorded with the Office of Recorder of Valley County, Idaho, as "Village". The Affected Property is located within the Village.

2.41 Village Plaza: All of the Affected Property as well as all real property which becomes part of the Village Plaza as provided in Article 13 herein.

2.42 Village Plaza Condominiums Association (VPA) : The Tamarack Resort Village Plaza Condominium Association, Inc., an Idaho nonprofit corporation formed and incorporated to be and constituting the VPA to which reference is made in this Declaration and to further the common interests of all Owners or of particular classes of Owners of Units within the Village Plaza.

2.43 Village Plaza Documents (VP Documents): The various operative documents governing the Village Plaza, including: (a) this Supplemental Declaration for the Tamarack Resort Village Plaza Condominiums; (b) the Supplemental Declaration for the Tamarack Resort Planned Unit Development Phase 2 Village, which is recorded with the Office of Recorder of Valley County, Idaho; (c) all Rules and Regulations applicable to the Village Plaza; (c) the Plat; and, (d) all amendments and supplements to any of the aforementioned documents.

2.44 VPA Board: The VPA Board of Directors for the Tamarack Resort Village Plaza Condominium Association, Inc., an Idaho nonprofit corporation.

2.45 Other: Other capitalized terms used herein shall have the meaning set forth in the General Declaration or in this Supplemental Declaration.

ARTICLE 3. The Project Planned Community

3.1 Division Into Condominium Units. The Affected Property is hereby divided into 130 Residential and 66 Commercial Condominium Units, each consisting of a fee simple interest in a Unit and an undivided fee simple interest in the Common Areas, together with an exclusive right of use in any EUCA assigned to the Unit, in accordance with the respective undivided interests in the Common Areas as set forth in **Exhibit A**. Such undivided interests in the Common Areas are hereby declared to be appurtenant to the respective Units. The undivided interests of the respective Owners in the Common Areas is determined in each case by dividing the number of square feet in the Unit in question plus any EUCA designated exclusively for use by the Owner of such Unit by the number of square feet in all platted Units and EUCA's contained within the Affected Property.

3.2 Delineation of Unit Boundaries. The boundaries of each Unit are delineated and designated by an identifying number on the Plat.

3.3 Inseparability of Condominium Unit. No part of a Condominium Unit or of the legal rights comprising ownership of a Condominium Unit may be partitioned or separated from any other part thereof during the period of condominium ownership prescribed in this Supplemental Declaration. A

Condominium Unit may be conveyed, transferred, devised, bequeathed, encumbered, and otherwise affected only as a complete Condominium Unit. Units 40302, 40402, and 40502 may not be sold, transferred or conveyed separate from the “lock-off” Units to which they are attached (i.e., Units 40304, 40404 and 40502 respectively) without the prior written consent of Declarant, prior to the Conversion Date, and, thereafter, the VPA Board, which consents may be withheld for any reason whatsoever. No right to use of a EUCA, the Parking Common Area, or the Exclusive Open Space may be sold or assigned separately from the Unit to which it is assigned without the prior written consent of Declarant, prior to the Conversion Date, and, thereafter, the VPA Board, which consents may be withheld for any reason whatsoever. Every conveyance, transfer, gift, devise, bequest, encumbrance, or other disposition of a Condominium Unit or any part thereof shall be presumed to be a disposition of the entire Condominium Unit, together with all appurtenant rights and interests created by law or by this Supplemental Declaration, including the Owner’s membership in both the VPA and the TMA. These restrictions notwithstanding, Commercial Units may be further divided or combined with the prior written consent of the VPA Board and, prior to the Conversion Date, the Declarant, which consents may be withheld, if in the reasonable discretion of the VPA Board or Declarant, such combination or division would be inconsistent with the intents and purposes of this Supplemental Declaration.

3.4 Nonpartitionability of Common Areas. Subject to the provisions of this Article, Article 4, Article 13, and Article 20 below, the Common Areas shall be owned in common by all of the Owners and shall remain physically undivided, and no Owner shall bring any action for partition or division of the Common Areas. Any conveyance, encumbrance, judicial sale, or other transfer (voluntarily or involuntarily) of an individual interest of the Common Areas will be void unless the Unit to which that interest is allocated is also transferred. By acceptance of a deed or other instrument of conveyance or assignment to a Condominium Unit, each Owner of the Unit shall be deemed to have specifically waived such Owner’s right to institute or maintain a partition action or any other cause of action designed to cause a division of the Common Areas, and this Section 3.4 may be pleaded as a bar to the maintenance of such an action. Any Owner who shall institute or maintain any such action shall be liable to the VPA and hereby agrees to reimburse the VPA for the VPA’s costs, expenses, and reasonable attorneys’ fees in defending any such action. Such amounts shall automatically become a Compliance Assessment determined and levied against such Owner’s Unit and enforced by the VPA in accordance with Article 7 below.

Notwithstanding the foregoing, the VPA shall have the right to dedicate, sell or otherwise transfer all or any part of the Common Areas to any public, governmental, or quasi-governmental agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the VPA Board. However, such dedication or transfer shall be approved by the Affirmative Vote Of A Majority Of The Owners.

3.5 Subsequent Exclusive Use Common Areas. All or part of the Common Open Spaces located outside of the Buildings may be converted (or allocated) subsequently from Common Open Space to Exclusive Use Common Areas allocable to one or more Units by Declarant from time to time prior to the Conversion Date, and thereafter by approval by both the VPA Board and TMA Board. This shall be accomplished by recording an amendment to this Supplemental Declaration, including an amended **Exhibit A**, and such other documents deemed necessary by the Declarant, or the VPA Board and TMA Board as the case may be, such as an amended Plat.

Declarant, until the Conversion Date, and thereafter the VPA Board and the TMA Board, shall also have the right to permit use by specified Owner(s) or lessee(s) of any Common Open Spaces for non-

permanent exclusive use or for increased or special use. A Supplemental Declaration is not required for such non-permanent right of use. The cost of the maintenance and repair of such an area may be allocated, in the discretion of the VPA Board, directly to the Owner or lessee who is granted the right of use.

ARTICLE 4. Owners' Property Rights In Common Areas and Open Spaces

4.1 All Common Areas and Open Spaces. Every Owner and the family members, guests, tenants, and licensees of each Owner shall have the rights of access, easements and use of (collectively "Rights") Common Areas and Open Spaces as provided in this Article 4, which Rights shall be appurtenant to and pass with the transfer of title to each Condominium Unit; provided, however, that such Rights shall be subject to the following:

4.1.1 The covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Supplemental Declaration and the Plat;

4.1.2 The right of the VPA to adopt, from time to time, any and all rules and regulations concerning the Common Areas and Open Spaces, pursuant to Section 5.4 below and subject to Section 4.4 below.

4.2 General Common Areas. Every Owner and the family members, guests, tenants, and licensees of each Owner shall have a perpetual right and easement of access over, across, and upon the General Common Areas.

4.3 Exclusive Use Common Areas. Subject to the provisions of this Supplemental Declaration, every Owner shall have the exclusive right to use and enjoy the EUCAs appurtenant to their Condominium Unit.

4.4 Parking Common Area. Every Owner of a Residential Unit and their family members, guests, tenants, and licensees, and every Owner of a Commercial Unit and their guests, tenants and invitees shall have a perpetual right and easement of access over, across, and upon the Parking Common Area, subject to rights of use given to Residential and Commercial Owners, and subject to applicable Rules and Regulations, as provided herein. Currently, there are approximately 196 parking spaces within the Parking Common Area. The Declarant (and then the VPA Board after the Conversion Date) shall have the right to allocate specific parking spaces among Owners of Residential Units, Owners of Commercial Units, and for handicap spaces; provided, that at least 150 spaces shall be allocated for use by Owners of Residential Units, and at least 43 spaces shall be allocated for use by Owners of Commercial Units, and 3 units shall be reserved for handicap spaces. In the event of a reduction in parking spaces triggered by a change in the law, the Declarant (and the VPA Board after the Conversion Date) shall allocate the reduction in spaces economically between the Owners of Residential Units, Commercial Units, and handicap spaces. The Declarant (and the VPA Board after the Conversion Date) shall have the right in the future, in its discretion, to assign individual parking stalls to specific Residential Units and Commercial Units. The Declarant (and the VPA Board after the Conversion Date), shall have the right to adopt Rules and Regulations regarding the use of the parking spaces within the Parking Common Area, as well as enforcement and penalties for noncompliance.

4.5 Intentionally Omitted.

4.6 Common Open Space. Subject to the provisions of this Supplemental Declaration and the General Declaration, every Member of the VPA and TMA shall have a perpetual right and easement of access over, across, and upon the Common Open Spaces.

4.7 Exclusive Open Space. Subject to the provisions of this Supplemental Declaration and the General Declaration, every Owner of a Residential Unit, their guests, invitees and lodging guests, shall have a perpetual right and easement of access over, across, and upon the Exclusive Open Space. The VPA Board, and Declarant prior to the Conversion Date, may grant temporary or permanent rights to utilize the Exclusive Open Space to the following users, so long as they equitably share in the cost of maintenance and repair of the Exclusive Open Space: all or some of the Owners or lessees of Commercial Units; and/or, owners or lessees of other units within the Village. Any permanent right of use granted to an owner or lessee shall be confirmed pursuant to a Supplemental Declaration. Additionally, subject to approval by the VPA Board, and Declarant prior to the Conversion Date, those users with a permanent right of use in the Exclusive Open Space shall have the right, by majority vote, to admit additional users at their discretion.

ARTICLE 5. VPA and TMA Membership, Neighborhood Designations and Board of Directors

5.1 Membership: Each Owner of a Residential Unit shall be a Class A Residential Owner member and each Owner of a Commercial Unit shall be a Class B Commercial Owner of the Tamarack Resort Village Plaza Condominium Association, Inc. pursuant to the Articles and Bylaws. Additionally, each Owner of a Residential Unit or a Commercial Unit shall be a Class B Village member of the Tamarack Municipal Association pursuant to the Tamarack Municipal Association Articles of Incorporation and Bylaws. Declarant shall be the Class C member until the Conversion Date, but shall retain Board seat on the VPA Board as provided in Section 5.4 of this Supplemental Declaration..

5.2 Village Plaza Neighborhood Designation: Declarant and the TMA Board may also designate a building, e.g. Calvi I, Calvi II, Megeve, Roseberry, San Miguel or Monteverde, as a Neighborhood..

5.3 Village Plaza Board: The Tamarack Resort Village Plaza Condominium Association, Inc. shall be organized by Declarant as an Idaho, nonprofit corporation. The VPA is charged with the duties and vested with the powers prescribed by law and as set forth in the Tamarack Resort Village Plaza Condominium Association, Inc. Articles of Incorporation and Bylaws, and this Declaration. The VPA shall act through a board of directors established in accordance with the Bylaws. The members of the VPA Board shall be elected for one year terms; provided, however, that if there are no Owners entitled to vote with regard to a particular type of Unit, no Board member shall be elected by Owners of those Units.

5.3.1 Members of the VPA Board: The control and management of the Association and the disposition of its funds and property shall be vested the VPA Board who need not be members of the Association. After the sale of the first Unit, the VPA Board shall consist of the following:

VPA Board of Directors	
No of Directors	Class
2	Class A Residential
2	Class B Commercial
5	Class C Declarant

Directors shall be elected or appointed in the manner and for the terms set forth in the Bylaws so long as consistent with this Supplemental Declaration. Notwithstanding any provision in the Village Plaza Documents to the contrary, from the effective date of this Supplemental Declaration through the Conversion Date, Declarant shall maintain voting control of the VPA Board. After the Conversion Date through the completion of the entire Tamarack Resort development, Declarant shall maintain at least one member at all times on the VPA Board. The VPA Board shall operate in accordance with the Bylaws.

5.4 VPA Board / TMA Discretion With Regard to Use and Maintenance: Subject to the rights and obligations of Declarant, the TMA and other Owners as set forth in this Declaration, the VPA shall be responsible for the administration and operation of the Project and for the exclusive management, control, maintenance, repair, replacement and improvement of the Parking Common Area, the General Common Areas (including facilities, furnishings, and equipment related thereto) the Exclusive Use Common Areas and the Exclusive Open Spaces, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The expenses, costs and fees of such management operation, maintenance and repair by the VPA shall be part of the Assessments, and prior approval of the Owners shall not be required in order for the VPA to pay any such expenses, costs and fees. The VPA Board of Directors will exercise for the VPA all powers, duties and authority vested in or obligated to be taken by the VPA and not reserved to Declarant, the TMA, or others by this Declaration, or other applicable law. Additionally, the VPA Board shall have the right to make recommendations to the TMA Board regarding any matters of interest to the Village Plaza or its Members, including but not limited to: levels of maintenance, management and repair of Common Open Spaces within the Village Plaza, and Rules and Regulations regarding the use of the same, which, as an Association Facility, the TMA maintains and repairs and insures Common Open Spaces, and is subject to liability therefor. The TMA Board shall have the sole discretion and authority regarding such recommendations, and regarding levels of maintenance, management and repair of all Common Open Spaces in the Village Plaza, and the management of and promulgation of Rules and Regulations regarding use of the same, subject to the following:

(a) Any recommendation by the VPA Board to the TMA Board for an increase in the level of maintenance, management or repair of any Common Open Spaces, shall be approved by the TMA Board absent a finding by the VPA Board that the benefits to the Village Plaza or Village Plaza Members of the proposed action or expenditure are exceeded by identifiable negative impacts of the action or expenditure on the TMA, or its Members, or Tamarack Resort.

(b) The TMA Board's approval or rejection of any other recommendation by the Board shall be based on the VPA Board's reasonable evaluation of the benefits of the recommendation to the Village Plaza or its Members as compared to the negative impacts, if any, of the recommendations on Tamarack Resort, the TMA or individual TMA Members.

5.5 Compliance with Village Plaza Documents and Tamarack Municipal Association Documents: All Owners shall comply with the terms and conditions of all Village Plaza Documents, and shall comply with the terms and conditions of all applicable Tamarack Municipal Association Documents.

ARTICLE 6. Obligation to Pay Assessments

6.1 VPA Assessments: Declarant for each Unit it owns, and each Owner, by acceptance of a deed for their Unit, whether or not it shall be so expressed in any such deed or Other conveyance; shall be conclusively deemed to have covenanted and agreed to pay to the VPA Assessments for general expenses, limited expenses and utility expenses and charges, fines, penalties or other amounts, to be levied, fixed,

established and collected as set forth in this Declaration and the Articles, Bylaws and Rules and Regulations of the VPA as from time to time are in force and effect. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. Declarant's obligation to pay assessments on Units which it owns shall not commence until the date of the closing of the sale of the first Residential Unit which is sold to a third party. An Owner's (other than Declarant) obligation to pay assessments shall not commence until the later of the date of closing of the Owner's purchase of the Unit or the issuance by Valley County of a Certificate of Occupancy for such Unit; or, if a Certificate of Occupancy is not available because Valley County elects to not issue Certificates of Occupancy for residential units, then upon the completion of the Unit to a level which entitles Declarant to a final payment from the purchaser of such Unit, but in no event no later than an Owner's or lessee's actual occupancy of a Unit..

6.1.1 Purpose VPA Assessments: The assessments levied and any charge, fine, penalty or other amount collected by the VPA shall be used exclusively to pay expenses that the VPA may incur in performing any actions or functions permitted or required under this Declaration, or its Articles or Bylaws as from time to time are in force and effect.

6.1.2 Time for Payments: The amount of any assessment, charge for interest or otherwise, fine, penalty or other amount payable by any Owner or with respect to such Owner's lessees, guests or Unit shall become due and payable as specified in the Articles or Bylaws. In addition, the Bylaws may authorize the VPA, during the period of any delinquency, to suspend an Owner's voting privileges or any other privileges stemming from membership in the VPA.

6.1.3 Lien for Assessments and Other Amounts: In addition to any other remedies specified herein or in the Bylaws, or allowed by law, the VPA shall have a lien against each Unit to secure payment of any assessment, charge, fine, penalty or other amount due and owing to the VPA, as provided in the Bylaws.

6.1.4 Liability of Owners, Purchasers and Encumbrancers: The amount of any assessment, charge, fine or penalty payable by any Owner, or with respect to such Owners, lessees, guests or Unit shall also be a joint and several personal obligation to the VPA of such Owner and such Owner's lessees, heirs, personal representatives, successors and assigns. A party acquiring fee simple title to a Unit, shall be jointly and severally liable with the former Owner of the Unit for all such amounts which had accrued and were payable at the time of the acquisition of fee simple title to the Unit by such party, without prejudice to such party's right to recover any of said amounts from the former Owner. Each such amount, together with interest thereon at the Default Rate and reasonable attorneys fees and costs, may be recovered by suit for a money judgment by the VPA without foreclosing or waiving any lien securing the same. Notwithstanding the foregoing, the holder of a mortgage, deed of trust or other lien on a Unit shall not be liable for any such assessment, charge, fine or penalty and the lien for any such assessments, charges, fines or penalties shall be junior to any first lien on a Unit 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 a notice of failure to pay any such amount is recorded in said office, describing the Unit and naming the Owner of the Unit.

6.2 TMA Assessments: In addition to assessments levied by the VPA, Owner shall be responsible for any assessments levied by the TMA. TMA Assessments are described in detail at Article 9 of the TMA Bylaws, and include but are not limited to the following: (a) Municipal Assessments, which

are allocated among all members of the Tamarack Municipal Association; and, (b) Benefited Unit Assessments, which will initially be allocated among Owners of Units within the Village Plaza to pay expenses that the TMA may incur in performing any actions or functions related to the Village Plaza as permitted or required under this Supplemental Declaration, the General Declaration, or the TMA Bylaws. The VAP or TMA Board may, in its discretion, allocate Benefited Unit Assessments among additional units that may be platted at a later date outside the Village Plaza, or may further narrow the number of Units among which all or part of the Benefited Unit Assessments are allocated, if the VPA or TMA Board finds that such a modification will result in assessments being equitable in proportion to the benefits received.

6.2.1 Obligation for Assessments: Declarant for each Unit it owns, and each Owner, by acceptance of a deed for their Unit, whether or not it shall be so expressed in any such deed or other conveyance; shall be conclusively deemed to have covenanted and agreed to pay to the TMA Assessments and charges, fines, penalties or other amounts, to be levied, fixed, established and collected as set forth in this Supplemental Declaration, the General Declaration and the TMA Bylaws, and in the TMA Rules and Regulations as from time to time are in force and effect.

ARTICLE 7. Breakdown and Apportionment of Benefited Unit Assessments

7.1 Breakdown of Benefited Unit Assessments: Benefited Unit Assessments may be assessed for the reasons and purposes and in the manner set forth in the Bylaws, and shall include Assessments for, but not limited to the following: (a) General Expenses; (b) Limited Expenses; and, (c) Utility Expenses.

7.2 General Expenses Defined: General Expenses shall include those expenses incurred for the performance of its duties and responsibilities described herein which are common to the Owners of all Units, or all Residential Units, or all Commercial Units. They shall include, but not be limited to, the following:

(a) The cost of routine maintenance, repair and operation of the Common Areas [and Exclusive Open Spaces];

(b) The cost of routine maintenance and repair of Exclusive Use Common Areas (EUCAs), in the discretion of the VPA Board (the VPA Board may also determine that the cost to maintain and repair EUCAs should be allocated as a Limited Expense pursuant to Sections 7.3 and 7.4 below);

(c) The cost of routine maintenance and repair of restrooms on the Plaza Levels of each Building, and a restroom in the garage level of Monteverde Condominium 31, in the discretion of the VPA Board (the VPA Board may also determine that the cost to maintain and repair such restrooms should be allocated as a Limited Expense pursuant to Sections 7.3 and 7.4 below);

(d) Expenses of snow removal, landscaping, care of grounds, common lighting within the Common Areas and Exclusive Open Spaces;

(e) Routine renovations within the Common Areas;

(f) Renovations and improvements within the Exclusive Open Spaces (the VPA Board may also determine that such costs should be allocated as a Limited Expense pursuant to Sections 7.3 and 7.4 below);

(g) Expenses related to security of the Village Plaza;

(h) Water, sewer, power and other utility charges for Common Areas;

(i) Creation and supplementation of reserve funds for maintenance, repairs, and replacement of the Common Areas on a periodic basis;

(j) Expenses and liabilities incurred by the TMA under or by reason of this Supplemental Declaration;

(k) Administrative expenses incurred by the VPA or the TMA in the performance of its duties and responsibilities described herein, whether separately incurred, or allocated as a portion of TMA administrative expenses, including but not limited to: salaries and wages; salary and wage overhead burden; insurance; legal fees and expenses; accounting fees and expenses and office expenses;

(l) Maintenance of the Parking Common Area;

(m) Payment of any deficit remaining from a previous assessment period; and,

(n) Any other expense incurred by the TMA in the performance of its duties and exercise of its powers specified and granted herein.

7.3 Apportionment of General Expenses: The VPA Board shall initially allocate the total General Expenses among Owners of Units as follows:

(a) **General Expenses allocable to Owners of Commercial Units:** The VPA Board shall allocate General Expenses which are common to Owners of Commercial Units to such Owners. Such expenses may include, but are not limited to costs related to the following: the exteriors of Buildings adjacent to Commercial Units and circulation areas and Common Areas used primarily by Owners of Commercial Units, and their customers and guests. Such expenses shall be allocated among the Owners of Commercial Units based upon the relative square footage of each Commercial Unit plus any EUCA designated exclusively for use of the Owner of such Commercial Unit to the total square footage of all Commercial Units and EUCA's designated for use of the Owner of such Commercial Units. The initial allocation of General Expenses allocable to Owners of Commercial Units is shown in **Exhibit A**.

(b) **General Expenses allocable to Owners of Residential Units:** The VPA Board shall allocate General Expenses which are common to the Owners of Residential Units to such Owners. Such expenses may include, but are not limited to costs related to the following: the exteriors of Buildings adjacent to Residential Units; walls adjacent to Residential Units; circulation areas and Common Areas used primarily by Owners of Residential Units and their guests; and, maintenance and repair of Exclusive Open Spaces. Such expenses shall be allocated among the Owners of Residential Units based upon the relative square footage of each

Residential Unit plus any EUCA designated exclusively for use of the Owner of such Residential Unit to the total square footage of all Residential Units and EUCAs designated for use of the Owner of such Residential Units. The initial allocation of General Expenses allocable to Owners of Residential Units is shown in **Exhibit A**.

(c) **General Expenses allocable to Owners of All Units:** The VPA Board shall allocate General Expenses which are common to the all Owners to all such Owners. Such expenses may include, but are not limited to legal and accounting fees, management fees, administrative fees, the cost of maintenance and repair of mechanical rooms that benefit commercial and residential units, and the maintenance and repair of roofs. These types of expenses shall be allocated among the Owners of Residential Units and Commercial Units based upon the relative square footage of each Residential and Commercial Unit plus any EUCA designated exclusively for use of the Owner of such Unit to the total square footage of all Residential and Commercial Units and EUCAs within Village Plaza. The initial allocation of General Expenses allocable to Owners of all Units is shown in **Exhibit A**. The VPA Board shall have the discretion to allocate General Expenses by any other method that the VPA Board finds will result in assessments being equitable in proportion to benefits received.

(d) **Parking Common Area:** The cost of maintenance, repair and operation of the Parking Common Area shall be initially allocated equally among the Owners of Residential Units and the Owners of Commercial Units, based on the number of parking spaces allocated to each. For instance, if there are 196 spaces, and 150 of them are allocated to the Owners of Residential Units, and 43 of them are allocated to Owners of Commercial units, and three are allocated for handicap use, 77.7% of the cost will be allocated to the Owners of Residential Units (150/193), and 22.3% will be allocated to the owners of Commercial Units (43/193). The VPA Board shall have the discretion to allocate expenses related to the Parking Common Area by any other method that the VPA Board finds will result in assessments being equitable in proportion to benefits received.

(e) **Changes to Square Footage:** If the as-built construction of the Units varies from the Plat, square footages may change. Please see Section 9.4 with regard to Declarant's right to amend the Plat in such event. Additionally, it is likely that the design of Commercial Units will be modified prior to final construction. If square footages are modified, the percentages shown on **Exhibit A** will in turn be modified, for General Expenses allocable to Owners of All Units, General Expenses allocable to Owners of Residential Units, and General Expenses allocable to Owners of Commercial Units.

The VPA Board shall have the discretion to allocate General Expenses by any other method that the VPA Board finds will result in assessments being equitable in proportion to benefits received.

7.4 Limited Expenses Defined: Limited Expenses are those expenses which generally benefit certain but less than all Residential or all Commercial Units, as determined by the VPA Board in the same manner as a Benefited Unit Assessment pursuant to the Bylaws.

7.5 Apportionment of Limited Expenses: Limited Expenses shall be assessed in proportion to the benefits received. The VPA Board shall make such assessments in the same proportion as the area of each Benefited Unit is to the area of all the Benefited Units, or equally among all Benefited Units, or in the same proportion as the assessed value of each Benefited Unit is to the assessed value of all Benefited

Units, or in the same proportion as the frontage of each Benefited Unit is to the frontage of all the Benefited Units, or by any other method that the VPA Board finds will result in assessments being equitable in proportion to benefits received.

7.6 Apportionment and Definition of Utility Expenses: Utility Expenses are those costs related to electrical, propane, water, sewer, telephone, cable and other utility costs related to the Village Plaza. To the extent that utilities are not separately billed to the Owner of each Unit by the service provider, the cost to cover utilities shall be assessed to Owners. Utilities shall initially be allocated as follows:

(a) **Electrical:** The VPA Board shall initially allocate electrical costs as a General Expense Allocable to Owners All Units (as described at Section 7.3(c) above); however, the VPA Board shall have the same discretion to alter the method of allocation as is provided in Section 7.3 above, and to allocate Electrical Expenses differently than General Expenses.

(b) **Propane:** The VPA Board shall initially allocate propane costs as a General Expense Allocable to Owners of All Units (as described at Section 7.3(c) above); however, the VPA Board shall have the same discretion to alter the method of allocation as is provided in Section 7.3 above, and to allocate Propane Expenses differently than General Expenses.

(c) **Water and Sewer:** Water and Sewer will typically be billed directly by the North Lake Recreational Sewer and Water District based upon their Equivalent User Schedule. To the extent that these costs are not billed directly to the Owners of the Units, they shall be allocated based upon as a General Expense Allocable to Owners of All Units (as described at Section 7.3(c) above); however, the VPA Board shall have the same discretion to alter the method of allocation as is provided in Section 7.3 above, and to allocate Water and Sewer Expenses differently than General Expenses.

The VPA Board shall have the discretion to allocate Utility Expenses by any other method that the VPA Board finds will result in assessments being equitable in proportion to the benefits received. The VPA Board shall have the discretion to set assessments based on estimated or actual expenses for utilities, however all Utility Expenses shall be allocated toward payment of actual utility costs. Additionally the VPA Board shall have the discretion to bill monthly, quarterly, annually, or other reasonable method.

7.7 Apportionment of Cost to Maintain and Repair Common Open Spaces: The cost to maintain, repair and improve Common Open Spaces shall be allocated as a Municipal Assessment, to be shared among all members of the TMA, unless the TMA Board determines in its discretion pursuant to the Bylaws that all or portions of such cost should be allocated as a Benefited Unit Assessment to certain Benefited Units.

ARTICLE 8. Maintenance Responsibility

8.1 Owner's Rights and Duties with Respect to Interiors: Except as may be provided in the purchase and sale agreement or other conveyancing documents executed by Declarant in connection with sales to initial purchasers of the Condominium Units, each Owner shall have the exclusive right and duty to maintain and repair the interior surfaces of the walls, floors, ceilings, and doors forming the boundaries of such Owner's Unit and all walls, floors, ceilings, and doors within such boundaries,

including, without limitation painting of interior surfaces. At an Owner's option, and upon Compliance with Article 19, an Owner may paint, paper, or otherwise decorate or redecorate the Condominium Unit. The Owner at the Owner's expense shall maintain and keep in repair the interior of the Condominium Unit, including the fixtures and utilities located in the Condominium Unit to the extent current repair shall be necessary in order to avoid damaging other Condominium Units or the Common Areas. All fixtures, equipment, and utilities installed and included in a Unit commencing at a point where the fixtures, equipment, and utilities enter the Unit shall be maintained and kept in repair by the Owner of that Unit. An Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems or integrity of a Building, or impair any easement or hereditament. An Owner shall not be responsible for repair occasioned by casualty occurring outside a Unit, unless such casualty is due to the act or negligence of the Owner, or guests, invitees, or tenants of such Owner. An Owner is responsible for all repair resulting from a casualty occurring within, or affecting the inside of, a Unit. No Owner shall alter any Common Areas without the prior written consent of the VPA.

8.2 Responsibility of the VPA: Notwithstanding any provisions to the contrary contained in this Supplemental Declaration, the VPA shall be solely responsible for all repairs and maintenance of all utilities, heating, ventilation, or plumbing systems, or other facilities located inside of a Wall (i.e., a Perimeter Unit Wall, a Perimeter Building Wall, a Demising Wall or an Internal Wall). There is hereby reserved in the VPA an exclusive, permanent and perpetual easement for purposes of conducting such maintenance and repairs to all the interior space within all Walls which would otherwise be considered part of a Unit. This easement shall include the right to access such Walls through Units as necessary to perform such maintenance and repairs. Owners shall have the right to access and perform work on any such facilities located inside of Walls only as necessary in case of emergency to prevent damage to their's or others' Units, and only after notifying the VPA of the existence of the emergency. The cost of such repairs and maintenance shall be considered a General Expense of the Association, except in the case of repairs or maintenance resulting from the negligence of an Owner, which shall be assessed as a Special Assessment as provided above and in the Bylaws. The VPA, without the requirement of approval of the Owners, shall maintain and keep in good repair, replace, and improve, as a General Expense, all the Project not required in this Supplemental Declaration to be maintained and kept in good repair by an Owner.

ARTICLE 9. Conveyances And Taxation Of Condominium Units

9.1 Contracts to Convey and Conveyances Subsequent to Recording of Condominium Plat and Declaration: Subsequent to the recording of the Condominium Plat and this Supplemental Declaration, contracts to convey, instruments of conveyance of Condominium Units, and every other instrument affecting title to a Condominium Unit shall be in substantially the following form with such omissions, insertions, recitals of fact, or other provisions as may be required by the circumstances or appropriate to conform to the requirements of any governmental authority or any usage or requirement of law with respect thereto:

Unit No. _____ of the Tamarack Resort Village Plaza Condominium, according to the official plat or record of survey thereof, recorded in the office of the Recorder of Valley County, Idaho, and as described and defined in the Second Amended and Restated Supplemental Declaration for the Tamarack Resort Village Plaza Condominiums, which was recorded on _____ with the Office of recorder of Valley County, Idaho as Instrument No. _____.

9.2 Conveyance Deemed to Describe an Undivided Interest in Common Areas: Every instrument of conveyance, Mortgage, or other instrument affecting the title to a Condominium Unit which legally describes the Unit substantially in the manner set forth in Section 9.1 above shall be construed to describe the Unit, together with the undivided interest in the Common Areas appurtenant to it, and together with all fixtures and improvements contained in it (unless any such fixtures or improvements shall be Common Areas), and to incorporate all the rights incident to ownership of a Condominium Unit and all the limitations of ownership as described in the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Supplemental Declaration, including the easement of enjoyment to use the Common Areas.

9.3 Separate Tax Assessments: Upon the recording of this Supplemental Declaration and the recording of the Condominium Plat of record in Valley County, Idaho, all taxes, assessments, and other charges by the State or any governmental or political subdivision or any special improvement district or any other taxing agent or assessing authority shall be assessed against and collected on each Condominium Unit, each of which shall be carried on the tax records as a separate and distinct parcel for that purpose. For the purpose of such assessment against the Condominium Units, valuation of the Common Areas shall be apportioned among the Units in proportion to the fractional interest in the Common Areas appurtenant to such Units.

The lien for taxes assessed to the Owner or Owners of a Condominium Unit shall be confined to his Unit, any EUCA designated for his exclusive use, and to his appurtenant undivided interest in the Common Areas. No forfeiture or sale of any Condominium Unit for delinquent taxes, assessment, or other governmental charge shall divest or in any way affect the title to any other Condominium Unit.

9.4 Reservation and Grant of Right to Amend Plat: Declarant hereby reserves the right to amend the Plat to conform the Plat to the Units, as constructed. By purchase of a Unit in the Village Plaza, each Owner hereby designates Declarant as such Owner's attorney in fact for purposes of filing such an amended Plat and specifically grants Declarant the authority to do so on behalf of such Owner, without further consent from or notice to such Owner.

ARTICLE 10. Mechanics' Liens

10.1 Mechanics' Liens: Subsequent to the filing of the Plat and recording of this Supplemental Declaration, no labor performed or materials furnished for use and incorporated in any Condominium Unit with the consent of or at the request of the Owner of the Unit or the Owner's agent, contractor or subcontractor shall be the basis for the filing of a lien against a Condominium Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Areas except as to the undivided interest therein appurtenant to the Unit of the Owner for whom such labor shall have been performed or such materials shall have been furnished. Each Owner shall indemnify and hold harmless each of the other Owners and the VPA from and against any liability or loss arising from the claim of any mechanic's lien for labor performed or for materials furnished in work on such Owner's Condominium Unit against the Condominium Unit of another Owner or against the Common Areas, or any part thereof.

10.2 Enforcement by the VPA: At its own initiative or upon the written request of any Owner (if the VPA determines that further action by the VPA is proper) the VPA shall enforce the indemnity provided by the provisions of Section 10.1 above by collecting from the Owner of the Condominium Unit on which the labor was performed or materials furnished the amount necessary to

discharge by bond or otherwise any such mechanic's lien, including all costs and reasonable attorneys fees incidental to the lien, and obtain a release of such lien. In the event that the Owner of the Condominium Unit on which the labor was performed or materials furnished refuses or fails to so indemnify within seven (7) days after the VPA shall have given notice to such Owner of the total amount of the claim, or any portions thereof from time to time, then the failure to so indemnify shall be a default by such Owner under the provisions of this Section 10.2, and, in addition to all other remedies available to the VPA under this Supplemental Declaration or the Bylaws regarding non-payment of fees or assessments, such amount to be indemnified shall automatically become a Compliance Assessment determined and levied against such Condominium Unit.

ARTICLE 11. Use Restrictions

11.1 Use of Condominium Units:

(a) **Residential Units:** All Residential Units shall be used for dwelling purposes only, and shall be occupied by no more than the number of persons for whom sleeping facilities are available. Owners of Residential Units may rent or lease such Units to others for the purposes allowed under this Supplemental Declaration. As provided at Section 24.8 below, timeshare, interval ownership, fractional ownership, and similar plans are restricted. A Residential Unit may be used for a Home Office, only if the VPA has issued a written permit for such activity. The VPA may refuse to issue a permit in its sole and absolute discretion, if, in the IRA'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 or in such Unit;
- (iv) require processing of materials into finished products or the assembly of parts produced off site;
- (v) require additional parking for such Unit, whether for customers, delivery or otherwise;
- (vi) be incompatible with the quiet enjoyment of the surrounding Units by such Units' Owners, guests or invitees; or,
- (vii) otherwise violate the provisions of this Supplemental Declaration.

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

(b) **Commercial Units:** Without limitation, Commercial Units may be used for any or all of the following purposes: retail and related facilities; restaurant and related facilities; alcohol and beverage by the drink facilities; office; hotel facilities; storage; vehicle storage and cleaning; spa and clinic facilities; and, any other uses which are reasonably related to these

facilities and/or are allowed under the CUP. The use of a Commercial Unit may not be materially changed from its initial use, without the prior consent of the VPA Board and, if prior to the Conversion Date, the Declarant. Such consent may be withheld if, in the sole discretion of the VPA Board or Declarant, the proposed use would be inconsistent with the CUP or the intents and purposes of this Supplemental Declaration, or would otherwise be incompatible with the Village Plaza uses, or use of other Village tenants or owners.

(c) **Open Space:** Platted Open Space is subject to the same use restrictions as are imposed on Open Space in the General Declaration for Tamarack Resort.

11.2 Conveyance of Condominium Units: All Condominium Units, whether or not the instrument of conveyance or assignment shall refer to this Supplemental Declaration, shall be subject to the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Supplemental Declaration, as the same may be amended from time to time.

11.3 Use of Common Areas: There shall be no obstruction of the Common Areas, nor shall anything be kept or stored on any part of the Common Areas by any Owner without the prior written approval of the VPA. Nothing shall be altered on, constructed in, or removed from the Common Areas by any Owner without the prior written approval of the VPA.

11.4 Prohibition of Increases in Insurable Risks and Certain Activities: Nothing shall be done or kept in any Condominium Unit or in or on the Common Areas, or any part thereof, which would result in the cancellation of the insurance on all or any part of the Project or in an increase in the rate of the insurance on all or any part of the Project over what the VPA, but for such activity, would pay, without the prior written approval of the VPA. Nothing shall be done or kept in any Condominium Unit or in or on the Common Areas which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body. No damage to or waste of the Common Areas shall be committed by any Owner, or by any member of the Owner's family, or by any guest, invitee, or contract purchaser of any Owner, and each Owner shall indemnify and hold the VPA and the other Owners harmless against all loss resulting from any such damage or waste caused by him, the members of his family, or his guests, invitees, tenants or contract purchasers. Failure to so indemnify shall be a default by such Owner, under this Section, and, in addition to all other remedies available to the VPA under this Supplemental Declaration or the Bylaws regarding non-payment of fees or assessments, such amount to be indemnified shall automatically become a Compliance Assessment determined and levied against such Condominium Unit, which shall be enforceable at the discretion of the VPA.

11.5 Structural Alterations and Exterior Appearance: No structural alterations or alterations to the exterior appearance to any Condominium Unit (including the construction of any additional skylight) or any portion of the Common Areas shall be made or caused to be made by any Owner without the prior written approval of the VPA and compliance with Article 19 below.

11.6 Signs and Exterior Decorations: No signs which would be visible from any Common Area, Open Space or public area shall be allowed to be placed on or in any Unit, except, (i) prior to the Conversion Date, signs of Declarant or its affiliates or assigns; (ii) signs required by law; and, (iii) signs which the VPA may, in its sole discretion elect to allow for Commercial Units. The VPA Board shall maintain architectural and aesthetic consistency in the approval of commercial signage, and shall, from time to time, adopt Rules and Regulations governing commercial signage. No exterior decorations that

would be visible from any Common Area, Open Space or public area will be allowed without first obtaining the written approval of the VPA.

11.7 Animals and Pets: No animals of any kind shall be kept, raised or bred on any portion of the Project, except not more than two dogs, cats or other interior confined household pets may be kept by an Owner of a Residential Unit. The VPA shall have the authority and sole discretion to adopt Rules and Regulations regulating, permitting or prohibiting the kind and number of such pets which will be allowed from time to time, inclusive of restricting access to improperly trained or behaved animals.

(a) **Containment:** Household pets, such as dogs and cats, must be contained in a Unit or on the deck or patio that is assigned to a Unit as a EUCA. Such pets may not be permitted to run at large at any time.

(b) **Leashes:** Pedestrians within the Affected Property who are accompanied by pets permitted under this Supplemental Declaration must have the pets under the pedestrians' direct control by use of a leash not to exceed ten (10) feet in length.

(c) **Noise:** Owners of pets on the Affected Property will be required to take all steps necessary to control excessive barking or other disturbances caused by their pets.

11.8 Trash: No trash, ashes, building materials, firewood or other unsightly items should be thrown, dumped or stored on any land or area within the Affected Property, except as designated by the TMA. There shall be no burning or other disposal of refuse out of doors. Each Owner shall provide suitable receptacles for the temporary storage of refuse within the Unit.

11.9 Window Coverings: Window coverings shall be provided by Declarant as part of the finished Residential Units. Window coverings shall be replaced with identical coverings, or such replacements as are approved by the VPA Board for all Residential Units. Window coverings for Commercial Units shall be aesthetically consistent with the Residential Units and the Buildings' exterior appearance, as initially determined by Declarant, in Declarant's sole discretion. Thereafter, Board approval of any replacement window coverings shall be required, in order to maintain a consistent and attractive exterior Building appearance.

11.10 Construction Rules and Regulations: All Owners and contractors shall comply with such rules and regulations as may, from time to time, be promulgated by the VPA regulating construction activities. Such regulations may affect, without limitation, the following: trash and debris removal; restoration of damaged property; conduct and behavior of contractors, subcontractors and Owners' representatives on the Affected Property at any time; and fire protection.

11.11 Compliance with Laws: Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Affected Property. Further, no Owner shall dispose or allow any person under the Owner's control or direction to release, discharge or emit from the Affected Property or dispose of any material on the Affected Property that is designated as hazardous or toxic under any federal, state or local law, ordinance or regulation.

11.12 No Outside Clotheslines: No laundry, wash or other articles shall be dried or hung outside any Unit.

11.13 Antennae: No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted outside any Unit. Declarant or the VPA may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for the Project.

11.14 Outside Burning: There shall be no exterior fires, except barbecues operated reasonably and in accordance with Rules and Regulations, and such outside fire facilities, operated by the TMA or the Owner of a Commercial Unit, as may be approved by the VPA. No Owner shall permit any condition upon a Unit which creates a fire hazard or is in violation of fire prevention regulations.

11.15 Nuisance: No obnoxious or offensive activity shall be carried on within the Affected Property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise or other nuisance shall be permitted to exist or operate upon the Affected Property so as to be offensive or detrimental to any other part of the Affected Property or its occupants.

11.16 Balconies and Patios: No bicycles or trash containers may be stored on the balconies or patios of Units. Lawn furniture and barbecue grills may be stored on balconies or patios of Units if such items are not taller than 36" high and cannot be visibly viewed from other Units or other portions of the Affected Property.

11.17 Leasing: A Residential Unit Owner shall have the right to lease or rent the Residential Unit, subject to the terms and conditions in this Supplemental Declaration, including that the Owner shall be liable for any violation of the Village Plaza Documents committed by the Owner or Owner's tenant, without prejudice to the Owner's right to collect any sums paid by the Owner on behalf of the tenant. Any lease of a Unit must be in writing and must be subject to the requirements of the Village Plaza Documents and the TMA Documents. The TMA or VPA may make available a central reservation service for Owners or lessees of a Residential Unit which service may include the administration of a room pool and the performance of travel related services. Owners shall be required to provide for the submission of specified information to the VPA or TMA on a daily (or other regular) basis relating to proposed and actual occupancy, type of facilities available, booking time and other information necessary for the proper functioning of the service and relating to the marketing and promotion of Tamarack Resort as a year-round destination resort; further, TMA or VPA may require the payment of specified fees and charges for set-up, administration and use of the service; may provide for the assignment of rooms by the TMA on a first-come, first-serve or other reasonable basis. If the TMA or VPA makes such services available, Owner shall be required to enter into an exclusive "Rental Management Agreement" for such services as provided or contracted for by the VPA or TMA, for any short-term lease or rental of their Residential Unit. If Owner does not enter into a Rental Management Agreement for the short-term rental of their Residential Unit, Owner shall not be permitted to rent or lease their Residential Unit for any short-term lease or rental of their Residential Unit. Leases and rentals less than 30 consecutive days shall constitute a short-term rental or lease under this section. During the time in which the Declarant retains declarant rights in the TMA or VPA, this provision shall not be amended without Declarant's prior written consent.

11.18 Additional Rules and Regulations: The VPA Board shall have the authority and sole discretion to, from time to time, promulgate and modify additional rules and regulations regarding the use of Units, Common Areas (subject to the provisions of Section 4.4), and the Affected Property by Owners and their guests, and regarding any other matters related to the management of the Affected Property and the Project.

11.19 Enforcement: The VPA, or the VPA Board acting on behalf of the VPA, may take such action as it deems advisable to enforce these Covenants as provided in this Supplemental Declaration. In addition, the VPA and the VPA Board shall have a right of entry on any part of the Affected Property for the purposes of enforcing this Article, and any costs incurred by the VPA or the VPA Board in connection with such enforcement which remain unpaid thirty (30) days after the VPA has given notice of the cost to the Owner shall be subject to interest at the Default Rate from the date of the advance by the VPA or the VPA Board through the date of payment in full by the Owner, and shall be treated as a Compliance Assessment.

ARTICLE 12. Property Rights of Owners

12.1 Owner's Easements of Access and Enjoyment: Every Owner has a perpetual, non-exclusive easement for use and enjoyment of the General Common Areas, which easement is appurtenant to and shall pass with the title to every Condominium Unit, subject to the following provisions.

12.2 Delegation of Use: Any Owner may delegate his right of enjoyment of the Common Areas to the members of his family, his tenants, guests, licensees and invitees, but only in accordance with the applicable rules of the VPA and the other Village Plaza Documents.

12.3 Easements of Record and of Use: The Affected Property will be subject to all easements shown on the recorded Plat and to any other easement of record or of use as of the date of recordation of this Supplemental Declaration.

12.4 Emergency Access Easement: A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons to enter upon the Affected Property in the proper performance of their duties.

12.5 Easements for Encroachments: The Project, and all portions of it, are subject to easements hereby created for encroachments (so long as such encroachments exist) between Condominium Units and the Common Areas as follows:

12.5.1 In favor of all Owners so that they shall have no legal liability when any part of the Common Areas encroaches upon a Unit; and,

12.5.2 In favor of each Owner of each Unit so that the Owner shall have no legal liability when any part of his Unit encroaches upon the Common Areas or upon another Unit; and,

12.5.3 In favor of all Owners, the VPA, and the Owner of any encroaching Unit for the maintenance and repair of such encroachments. Encroachments referred to this Section 12.5 include, but are not limited to, encroachments caused by error or variance from the original plans in the construction of the Buildings or any Condominium Unit constructed on the Affected Property, by error in the Condominium Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of any part of the Project. Such encroachments shall not be considered to be encumbrances upon any part of the Project.

12.6 Easements of Access for Repair, Maintenance, and Emergencies: Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through

the Units. The Owners of other Units and the VPA shall have the irrevocable right, to be exercised by the VPA as the Owners' agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair, removal, or replacement of any of the Common Areas therein or accessible there from or for making emergency repairs therein necessary to prevent damage to the Common Areas or to any Unit. At least two days prior notice shall be given to the Owner of the Unit prior to entering into the Unit, except in the case of emergency where such delay would cause damage to any Unit, Common Area or Open Space. Damage to the interior of any part of a Unit resulting from the maintenance, repair, emergency repair, removal, or replacement of any of the Common Areas or as a result of emergency repair within another Unit at the instance of the VPA or of Owners shall be a General Expense, except when such damage is caused by the negligent or willful act or omission of an Owner, their guests or invitees. VPA or TMA may have access without notice through any Unit for removal of snow in a Common Area (including any EUCA) that is accessible only through that Unit.

ARTICLE 13. Special Declarant Rights And Additional Reserved Rights

13.1 General Provisions: Until the Conversion Date, Declarant will have the following Special Declarant Rights with respect to all of the Affected Property:

13.1.1 Construction and Completion of Project: The right to construct and complete the Project.

13.1.2 Development Rights: The right to exercise all development rights with respect to all of the Affected Property, including without limitation the right or combination of rights hereby reserved by Declarant, as follows:

(a) The right to create Condominium Units and Common Areas, including General Common Areas and Exclusive Use Common Areas on the Affected Property.

(b) The right to subdivide Condominium Units and convert Condominium Units into Common Areas on any part of the Affected Property and the right to convert General Common Areas into Exclusive Use Common Areas.

(c) The right to allocate subsequent Exclusive Use Common Areas to Unit Owners.

(d) The right to convert Commercial Units to Residential Units.

(e) The right to annex additional property into the Affected Property and, thereby, subject such annexed property to this Supplemental Declaration.

(f) The right to convert the ownership regime for any Residential Unit to a "fractional ownership," "interval ownership" or "time share" regime.

(g) All rights otherwise reserved in any of the VP Documents or TMA Documents.

13.1.3 Sales Activities: The right to maintain sales office(s), management office(s), signs advertising the Project and model Condominium Units in the Project. The offices, model

Unit and signs will be of sizes and styles determined, by Declarant, and may be relocated by Declarant from time to time.

13.1.4 Association Directors and Officers: The right to appoint any officer or director of the VPA, as provided in the Bylaws.

13.2 Amendment of Plat: Declarant reserves the right to amend the Plat, from time to time, to conform it to the actual location of any of the constructed improvements and, on or before the expiration of the Conversion Date to establish, vacate, and relocate outside the Buildings utility easements, access easements, and parking areas.

13.3 Order of Exercise of Declarant's Rights: The fact that Declarant may exercise one or more of Declarant's Development Rights or other Special Declarant Rights on one portion of the Affected Property will not operate to require Declarant to exercise a Development Right or other Special Declarant Right with respect to any other portion of the Affected Property.

13.4 Supplemental Provisions Regarding Declarant's Rights: Declarant reserves the right to amend this Supplemental Declaration and any Plat in connection with the exercise of any Development Rights or any other Special Declarant Rights, and Declarant also reserves the additional rights retained for the benefit of Declarant in this Article and in other provisions of this Supplemental Declaration.

13.5 Utility Easements: Declarant hereby reserves for itself and its successors and assigns a general easement upon, across, over, in, and under the Affected Property for ingress and egress and for installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, and electrical, cable and other communications systems and indoor sprinkler systems. By virtue of this easement, it shall be expressly permissible and proper for the companies providing such services to install and maintain necessary equipment, wires, circuits, and conduits under and over the Affected Property. No water, sewer, gas, telephone, electrical, communications, sprinkler systems or other utility or service lines, systems or facilities may be installed or relocated on the surface of the Affected Property unless approved by Declarant prior to the Conversion Date, or by the VPA after such expiration. These items may be temporarily installed above ground during construction, if approved by Declarant, or after the Conversion Date, if approved by the VPA, subject to the requirements, if any, of Valley County or any other authority having jurisdiction over the Affected Property.

13.6 Drainage and Irrigation Easements: Declarant reserves for itself and its successors and assigns, and for the TMA and the VPA, and its officers, agents, employees, and successors and assigns, an easement to enter on, across, over, in and under any portion of the Affected Property for the purpose of constructing, maintaining and modifying drainage and surface water management facilities on the Affected Property. Declarant also reserves the right to use or delegate the use of any drainage or surface water management facilities.

13.7 General Provisions: Any entity using these general easements provided under this Article 13 shall use its best efforts to install and maintain the easements for utilities, drainage, or irrigation ditches without disturbing the uses of the Owners, the VPA and Declarant; shall prosecute its installation and maintenance activities as promptly as reasonably possible; and in the case of utility work, shall restore the surface to its original condition as soon as possible after completion of its work. Should any entity furnishing a service covered by these general easements request a specific easement by separate recordable document, either Declarant or the VPA shall have, and are hereby given the right and

authority to grant such easement upon, across, over, or under any part or all of the Affected Property without conflicting with the terms of this Supplemental Declaration. This general easement shall in no way affect, avoid, extinguish, or modify any other recorded easement affecting the Affected Property.

13.8 Declarant's Rights Incident to Construction: Declarant, for itself and its successors and assigns, hereby reserves an easement for construction, utilities, drainage, ingress and egress over, in, upon, under, and across the Common Areas, together with the right to store materials on the Common Areas and to make such other use of the Common Areas as may be reasonably necessary or incident to the construction of Units on the Affected Property. However, no such rights shall be exercised by Declarant in a way which unreasonably interferes with the occupancy, use, enjoyment, or access to the Project by the Owners.

13.9 Reservation for Construction: Declarant hereby reserves for itself and its successors and assigns and for Owners of the Project a perpetual easement and right-of-way over, upon, and across the Affected Property for construction, utilities, drainage, and ingress and egress. The location of these easements and rights-of-way may be made certain by Declarant and the VPA by instruments recorded in Valley County, Idaho. Declarant further reserves the right to establish from time to time, by dedication or otherwise, utility and other easements, reservations, exceptions and exclusions necessary or convenient for the development, use and operation of any other property of Declarant, as long as such action does not hamper the enjoyment of the Project by the Owners.

13.10 Reservation of Easements, Exceptions and Exclusions. Exceptions. and Exclusions: Declarant reserves for itself, its successors and assigns, and hereby grants to the VPA, the concurrent right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Areas, for purposes including but not limited to streets, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions, and exclusions for the best interests of all the Owners and the VPA, in order to serve the Owners within the Project.

13.11 Maintenance Easement: An easement is hereby reserved to Declarant, and granted to the VPA and any member of the VPA Board or the Manager, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Affected Property and a right to make such use of the Affected Property as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which they are obligated or permitted to perform pursuant to the Village Plaza Documents, including the right to enter upon any Condominium Unit for the purpose of performing maintenance of the Common Areas.

13.12 Right of Declarant and Association to Own Units and to Use Common Areas: An easement is hereby reserved by Declarant for itself and its successors and assigns and granted to the VPA and its officers, agents, employees, successors and assigns to maintain offices, storage areas, conference areas, and recreational areas for use by the VPA within the General Common Areas, subject to all rules and regulations established under this Supplemental Declaration. The VPA shall also have the right (but not the obligation) to purchase and own any Condominium Unit for the purpose of maintaining an office for the TMA or VPA or for any other use which the VPA determines is consistent with the operation of the Project. The costs and carrying charges incurred by the VPA in purchasing and owning any such Condominium Unit shall be part of the General Expenses.

13.13 Remodeling Easement: Declarant, for itself and its successors and assigns, including Owners, retains a right and easement in and about the Buildings for the construction and installation of any duct work, additional plumbing, or other additional services or utilities in the Common Areas in connection with the improvement or alteration of any Condominium Unit, including the right of access to such areas of the Common Areas as is reasonably necessary to accomplish such improvements. In the event of a dispute among Owners with respect to the scope of the easement reserved in this Section, the decision of the VPA Board shall be final.

13.14 Intentionally Omitted:

13.15 Noise and Light Easement: Declarant, for itself, its successors and assigns, guests and invitees, reserves a permanent and perpetual easement throughout the Affected Property, including the Buildings, for noise and light which may be generated by commercial activities conducted in Commercial Units and EUCAs designated for exclusive use by Owners of Commercial Units.

13.16 General Reservations: Declarant reserves: (a) the right to dedicate any access roads and streets serving the Affected Property for and to public use, to grant road easements with respect thereto and to allow such street or road to be used by owners of adjacent land; (b) the right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance, or regulation of parking and/or recreational facilities, which may or may not be a part of the Affected Property for the benefit of the Owners, and/or the VPA; and, (c) all Easements and reserved rights created or reserved in the General Declaration for Tamarack Resort.

13.17 Easements Deemed Created: Any and all conveyances made by Declarant to the VPA or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants.

ARTICLE 14. Insurance

14.1 Authority to Purchase: Except as provided in Section 14.13 below, all insurance policies relating to the Affected Property shall be purchased by the VPA Board or its duly authorized agent. It is recognized and acknowledged by each person who purchases a Unit in the Village Plaza that the availability of various insurance coverages fluctuates and changes over time, as does the cost of such coverages. As such, notwithstanding insurance requirements specified below, the VPA Board, the Manager and Declarant shall not be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage is available only at a cost which, in the VPA Board's reasonable discretion, is unreasonable.

14.2 Notice to Owners: The VPA Board shall initially furnish Owners with notice of the insurance coverage which is in effect for the Affected Property. Thereafter, the VPA Board shall promptly furnish to each Owner written notice of materially adverse changes in, cancellation or termination of, insurance coverage obtained on behalf of the VPA under this Article, such notice to be delivered to all Owners by such methods as required by the Village Plaza Documents. The notice (which may be issued in the form of a subpolicy relating to a master policy, if the VPA Board obtains a master policy), shall specify the insurance coverage in effect on the Owner's Condominium Unit.

14.3 General Insurance Provisions: All such insurance coverage obtained in accordance with this Article shall conform to the following provisions:

14.3.1 As long as Declarant owns any Unit, Declarant shall be protected by all such policies in the same manner as any Owner. The coverage provided to Declarant under the insurance policies obtained in compliance with this Article shall not be deemed to protect or be for the benefit of any general contractor engaged by Declarant, nor shall such coverage be deemed to protect Declarant for (or waive any rights with respect to) warranty claims against Declarant as the developer of the Project.

14.3.2 Depending on the area within the Affected Property (whether Common Areas or one or more Units) which is damaged or destroyed and covered by an insurance claim submitted on behalf of the VPA, the deductible amount, if any, on any insurance policy purchased by the VPA Board may be treated as a General Expense payable from Annual Assessments or Special Assessments allocable to all Units or to only some of the Units, if the claims or damages arise from the negligence of particular Owners, or if the repairs benefit only particular Owners, or as an item to be paid from working capital reserves established by the VPA Board. The VPA may enforce payment of any amount due from an individual Owner toward the deductible in accordance with Article 6 and Article 7 above. Except as otherwise set forth in this Article, the maximum deductible amount shall be the lesser of \$10,000 or one percent (1%) of the policy face amount.

14.3.3 Except as otherwise provided in this Supplemental Declaration, insurance premiums for the insurance coverage obtained by the VPA Board pursuant to this Article shall be an expense to be paid by regular Municipal Assessments. In accordance with Article 7 above, the VPA Board shall make appropriate allocations of the cost of any insurance carried by the VPA for the benefit of a particular Owner.

14.4 Property Damage Insurance: The VPA shall obtain and maintain in full force and effect property damage insurance on all insurable improvements located on or constituting part of the Affected Property (including, without limitation, the Common Areas and the Units, together with, unless the VPA Board directs otherwise, the fixtures, equipment and other personal property initially installed in the Units and replacements thereof up to the value of those initially installed by Declarant, but not including furniture, wall coverings, improvements, additions or other personal property supplied or installed by Owners), together with all fixtures, building service equipment and common personal property and supplies of the VPA, and heating equipment and other service machinery contained therein and covering the interests of the Owners and their Mortgagees, as their interests may appear. The insurance shall be carried in an amount equal to full replacement value (i.e., 100% of the current “replacement cost” exclusive of land, foundation, excavation, depreciation on personal property and other items normally excluded from coverage), and shall include a replacement cost endorsement and an agreed amount endorsement waiving the requirement of coinsurance. Such insurance shall afford protection against at least the following:

14.4.1 Loss or damage caused by fire and other hazards covered by the standard extended coverage endorsement with the standard “all-risk” endorsement including but not limited to sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage;

14.4.2 If the Project has central heating or cooling or the Common Areas contain a steam boiler, a broad form policy of repair and replacement steam boiler and machinery insurance (or endorsement) in the lesser of (i) the amount of the insurable value of the building housing the boiler, or (ii) \$2,000,000 (or such other amount as the VPA Board deems advisable).

14.4.3 Such other risks as shall customarily be covered with respect to projects similar in construction, location and use to the Project. The VPA Board shall obtain property damage insurance covering any personal property owned by the VPA.

14.5 Provisions Common to Property Damage Insurance. In contracting for the policy or policies of insurance obtained pursuant to Section 14.4 above, the VPA Board shall make reasonable efforts to secure coverage, if the VPA Board deems such coverage advisable and reasonably available, which provides the following endorsements (or equivalent): (a) “cost of demolition;” (b) “contingent liability from operation of building laws or codes” (building ordinance or law endorsement); (c) “increased cost of construction;” (d) “agreed amount” or elimination of co-insurance clause; and (e) “inflation guard” (if available).

Prior to obtaining any policy of property damage insurance or any renewal thereof, and at such other intervals as the VPA Board may deem advisable (but in any event, at least once every three (3) years), the VPA Board shall obtain an appraisal from a general contractor or such other source as the VPA Board may determine, of the then current replacement cost of the property (exclusive of the land, excavations, foundations and other items normally excluded from such coverage) subject to insurance carried by the VPA, without deduction for depreciation, for the purpose of determining the amount of property damage insurance to be secured pursuant to this Article.

A certificate evidencing coverage under the policy of property damage insurance, together with proof of payment of premiums and any notice issued under Section 14.2 above, shall be delivered by the insurer to the VPA and upon request, to any Owner or Mortgagee. The Mortgagee of a Condominium Unit shall also be entitled to receive upon request a certificate confirming the renewal of any existing property damage insurance at least ten (10) days before the expiration of the then current policy, and to receive notice promptly of any event giving rise to a claim under such policy arising from damage to such Condominium Unit.

14.6 Liability Insurance: The VPA shall obtain and maintain in full force and effect commercial general liability insurance (including bodily injury, libel, slander, false arrest and invasion of privacy coverage) and property damage insurance with such limits as the VPA Board may from time to time determine, insuring each member of the VPA Board, the VPA, the Manager, and the employees and agents of the VPA and the Manager against any liability to the public or the Owners (and their guests, invitees, tenants, agents and employees) arising out of or incident to the ownership, existence, operation, management, maintenance or use of the Common Areas and any other areas under the control of the VPA. Declarant shall be included as an additional insured in Declarant’s capacity as an Owner or Director. The Owners shall be included as additional insureds, but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Areas. The insurance shall cover claims of one or more insured parties against other insured parties. Such comprehensive policy of public liability insurance shall include the following:

14.6.1 Coverage for contractual liability, liability for non-owned and hired automobiles, and, if applicable, bailee’s liability, garage keeper’s liability, host liquor liability, employer’s

liability, and such other risks as shall customarily be covered with respect to projects similar to the Project in construction, location, and use.

14.6.2 A cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another insured.

14.6.3 A “severability of interest” endorsement which shall preclude the insurer from denying liability coverage to an Owner because of the negligent acts of the VPA or another Owner.

The VPA Board shall review the coverage limits at least once every two years, but, generally, the VPA Board shall carry such amounts of insurance usually required by private institutional mortgage lenders on projects similar to the Project and in no event shall such coverage be less than \$1,000,000 for all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of “umbrella” liability insurance in excess of the primary limits shall also be obtained in an amount not less than \$2,000,000.

At the election of the VPA Board, the VPA Board may also contract for commercial general liability insurance covering each Owner with respect to the ownership and use of the Condominium Units, as necessary or convenient to allow the VPA Board, the Manager and the VPA to perform their respective duties in connection with the Common Areas. Notice of such coverage shall be given to the Owners as necessary to keep the Owners currently informed.

14.7 Fidelity Insurance: Fidelity insurance shall be maintained by the VPA to protect against dishonest acts on the part of its officers, Directors, trustees, and employees and on the part of all others who handle or are responsible for handling the funds belonging to or administered by the VPA, regardless of whether such person receives compensation for services. Such insurance shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of “employees,” or similar expressions. Such insurance will be not less than (in the aggregate) three (3) months’ current Assessments plus reserves, as calculated from the current budget of the VPA, on all Units in the Project. In addition, if responsibility for handling funds is delegated to a Manager, such insurance shall be obtained by the Manager for the Manager and its officers, employees, and agents, as applicable, and shall contain the same coverages that are provided under the fidelity insurance obtained by the VPA.

14.8 Flood Insurance: If any habitable structure on the property is located in a Special Flood Hazard Area which is designated A, AE, AH, AO, AI-30, A-99, V, VE or VI-30 on a Flood Insurance Rate Map, the VPA shall obtain a policy of flood insurance in an amount equal to 100% of the insurable value of the Common Areas and each Building in the Project in which Units are located or the maximum coverage available under the appropriate National Flood Insurance Administration program. The Building coverage should equal 100% of the insurable value of the Buildings, including machinery and equipment that are part of the Buildings. The contents coverage must include 100% of the insurable value of all contents, including any machinery and equipment that are not part of the Buildings, but which are Common Areas or owned by the VPA. The maximum deductible amount shall be the lesser of \$5,000 or one percent (1%) of the policy face amount. Funds to cover this deductible amount should be included in the VPA’s reserve account.

14.9 Provisions Common to Property Damage Insurance Liability Insurance, Fidelity Insurance and Flood Insurance: Any insurance coverage obtained by the VPA under the provisions of this Article above shall be subject to the following provisions and limitations:

14.9.1 The named insured under any such policies shall include Declarant, until all the Condominium Units have been conveyed, and the VPA, as attorney-in-fact for the use and benefit of the Owners, or the authorized representative of the VPA (including any trustee with whom the VPA may enter into an insurance trust agreement, or any successor trustee, each of which is sometimes referred to in this Supplemental Declaration as the “Insurance Trustee” and such Insurance Trustee will be recognized by an insurer providing insurance pursuant to this Article 14) who shall have exclusive authority to negotiate losses and receive payments under such policies, and the “loss payable” clause should designate the VPA or the Insurance Trustee, if any, who will act as trustee for each Owner and the holder of each Unit’s Mortgage.

14.9.2 Each Owner shall be an insured person with respect to liability arising out of the Owner’s interest in the Common Areas or membership in the VPA.

14.9.3 In no event shall the insurance coverage obtained and maintained pursuant to this Article be brought into contribution with insurance purchased by the Owners or their Mortgagees.

14.9.4 The policies shall provide that coverage shall not be prejudiced by (i) any act or neglect of any Owner (including an Owner’s family, tenants, servants, agents, invitees and guests) when such act or neglect is not within the control of the VPA; or (ii) any act or neglect or failure of the VPA to comply with any warranty or condition with regard to any portion of the Affected Property over which the VPA has no control; or (iii) conduct of any kind on the part of an Owner (including the Owner’s family, tenants, servants, agents, invitees and guests) or any Director, officer, employee or Manager of the VPA, without prior demand to the VPA and a reasonable opportunity to cure the matter.

14.9.5 The policies shall contain the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the Affected Property is located, and provide that coverage may not be cancelled in the middle or at the end of any policy year or other period of coverage or substantially modified or reduced (including cancellation for nonpayment of premiums) without at least thirty (30) days’ prior written notice mailed to the VPA and to each Owner and First Mortgagees to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

14.9.6 The policies shall contain a waiver of subrogation by the insurer as to any and all claims against Declarant, the VPA Board, the VPA, the Manager, and any Owner or their respective agents, employees, or tenants, and in the case of Owners, members of their households, and of any defenses based upon coinsurance.

14.9.7 The policies described in this Article shall provide that any “no other insurance” clause shall expressly exclude individual Owners’ policies from its operation so that the physical damage policy or policies purchased by the VPA Board shall be deemed primary coverage, and any individual Owners’ policies shall be deemed excess coverage.

14.10 Personal Liability Insurance of Officers and Directors: To the extent obtainable at a reasonable cost, appropriate officers' and directors' personal liability insurance shall be maintained by the VPA to protect the officers and Directors from personal liability in relation to their duties and responsibilities in acting as such officers and Directors on behalf of the VPA.

14.11 Workmen's Compensation Insurance: The VPA shall obtain workmen's compensation or similar insurance with respect to its employees, if any, in the amounts and forms as may now or hereafter be required by law.

14.12 Other Insurance: The VPA may obtain insurance against such other insurable risks of a similar or dissimilar nature as it deems appropriate with respect to the IRA's responsibilities and duties.

14.13 Insurance Obtained by Owners: It shall be the responsibility of each Owner, at such Owner's expense, to maintain property damage insurance on such Owner's personal property and furnishings and public liability insurance covering such Owner's Unit. In addition, an Owner may obtain such other and additional insurance coverage on and in relation to the Owner's Condominium Unit as the Owner, in the Owner's sole discretion, shall conclude to be desirable. However, no such insurance coverage obtained by the Owner shall operate to decrease the amount which the VPA Board, on behalf of all Owners, may realize under any policy maintained by the VPA Board or otherwise affect any insurance coverage obtained by the VPA or cause the diminution or termination of that insurance coverage. An Owner shall be liable to the VPA for the amount of any such diminution of insurance proceeds to the VPA resulting from insurance coverage maintained by the Owner, and the VPA shall be entitled to collect the amount of the diminution from the Owner as if the amount were a Compliance Assessment, with the understanding that, in addition to any other remedies available to the VPA hereunder and in the Bylaws for the collection of fees and assessments, the VPA may impose and foreclose a lien for the payment due. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the VPA and other Owners, including Declarant, should Declarant be the Owner of any Condominium Unit.

The VPA Board may require an Owner who purchases additional insurance coverage for the Owner's Condominium Unit (other than coverage for the Owner's personal property) to file copies of such policies with the VPA within thirty (30) days after purchase of the coverage to eliminate potential conflicts with any master policy carried by the VPA.

ARTICLE 15. Association As Attorney-In-Fact

Each Owner hereby irrevocably appoints the VPA as the Owner's true and lawful attorney-in-fact in such Owner's name, place and stead for the purposes of dealing with the Project upon its damage or destruction as provided in Article 16, or a complete or partial taking as provided in Article 20 below. In addition, the VPA, or any insurance trustee or substitute insurance trustee designated by the VPA, is hereby appointed as attorney-in-fact under this Supplemental Declaration for the purpose of purchasing and maintaining insurance under Article 14 above and to represent the Owners in any condemnation proceeding under Article 20 below including: the collection and appropriate disposition of the proceeds of such insurance or any condemnation award; the negotiation of losses and the execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The VPA, or any insurance trustee, shall hold or otherwise properly dispose of any insurance proceeds in trust for the Owners and their Mortgagees, as their interests may appear. Acceptance by a grantee of a deed or other instrument of conveyance from Declarant or any other Owner

conveying any portion of the Affected Property shall constitute appointment of the VPA as the grantee's attorney-in-fact, and the VPA shall have full authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the VPA as attorney-in-fact.

ARTICLE 16. Damage Or Destruction

16.1 The Role of the VPA Board: Except as provided in Section 16.6, in the event of damage to or destruction of all or part of any Condominium Unit, Common Areas, or other property covered by insurance written in the name of the VPA under Article 14, the VPA Board shall arrange for and supervise the prompt repair and restoration of the damaged areas of the Project, including, without limitation, the floor coverings, fixtures, and appliances initially installed therein by Declarant, and replacement thereof installed by the Owners up to the value of those initially installed by Declarant, but not including any furniture, furnishings, fixtures, equipment, or other personal property supplied or installed by the Owners in the Condominium Units unless covered by insurance obtained by the VPA. Notwithstanding the foregoing, each Owner shall have the right to supervise the redecorating of his Unit.

16.2 Estimate of Damage or Destruction: As soon as practicable after an event causing damage to or destruction of any part of the Project, unless such damage or destruction shall be minor, the VPA Board shall obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part of the Project damaged or destroyed. "Repair and reconstruction" as used in this Article shall mean restoring the damaged or destroyed part of the Project to substantially the same condition in which it existed immediately prior to the damage or destruction, with each Unit and the Common Areas having substantially the same vertical and horizontal boundaries as before.

16.3 Repair and Reconstruction: As soon as practical after the damage occurs and any required estimates have been obtained, the VPA shall diligently pursue to completion the repair and reconstruction of that part of the Project damaged or destroyed. As attorney-in-fact for the Owners, the VPA may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner shall be necessary. Assessments of the VPA shall not be abated during the period of insurance adjustments and repair and reconstruction.

16.4 Funds for Repair and Reconstruction: Subject to the provisions of Section 16.6 below, the proceeds received by the VPA from any hazard insurance carried by the VPA shall be used for the purpose of repair and reconstruction. If the proceeds of the VPA's insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the VPA may, pursuant to Section 7.1 above, levy, assess, and collect in advance from the Owners a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. The cost of repair and reconstruction in excess of insurance proceeds and reserves is a General Expense.

16.5 Disbursement of Funds for Repair and Reconstruction: The insurance proceeds held by the VPA and the amounts received from the Special Assessments provided for above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. Such fund shall be applied by the VPA as attorney-in-fact for such reconstruction, and the improvements shall be promptly repaired and reconstructed. The VPA shall have full authority, right, and power, as attorney-in-fact to cause the repair and restoration of the improvements. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and

reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as Special Assessments, or if no Special Assessments were made, then in proportionate shares on the basis of the allocation to the Owners of General Expenses, as provided herein and in the Bylaws, first to the Mortgagees and then to the Owners, as their interests appear.

16.6 Decision Not to Rebuild: Any portion of the Project for which insurance is required pursuant to the provisions of this Supplemental Declaration which is damaged or destroyed must be repaired or replaced promptly by the VPA unless:

- (i) The project is terminated pursuant to Article 17 below;
- (ii) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (iii) Owners representing at least 80% of votes in the VPA, including the vote of every Owner of a Condominium Unit or assigned EUCA that will not be rebuilt and including, prior to the Conversion Date, as well as the Declarant, as well as at least 51% of Eligible Mortgage Holders (based on one vote for each Mortgage owned), vote not to repair and reconstruct the Project; or
- (iv) Prior to the conveyance of a Unit to a person other than the Declarant, the holder of a deed of trust or mortgage on the damaged portion of the Project rightfully demands all or a substantial part of the insurance proceeds.

If the entire Project is not repaired or replaced, the insurance proceeds attributable to the damaged Common Areas must be used to restore the damaged area to a condition compatible with the remainder of the Project, and, except to the extent that other persons will be distributees, the insurance proceeds attributable to Units and EUCAs that are not rebuilt must be distributed to the Owners of those Units and the Owners of the Units to which those EUCAs were allocated, or to lienholders, as their interests may appear, and the remainder of the proceeds must be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Common Area interests of all the Units, as set forth on **Exhibit A**.

16.7 Repairs: All repairs and reconstruction contemplated by this Article 16 shall be performed substantially in accordance with this Supplemental Declaration, the Plat, and the original plans and specifications for the Project, unless other action is approved by the VPA in accordance with the requirements of this Supplemental Declaration and the other Village Plaza Documents.

16.8 Notice of Damage or Destruction to First Mortgagees: In the event that any portion of the Project encompassing more than one Unit is substantially damaged or destroyed by fire or other casualty, then written notice of the damage or destruction shall be given by the VPA to each Owner and First Mortgagee of the affected Units within a reasonable time following the event of casualty damage.

ARTICLE 17. Termination Of Project

17.1 Adoption of Termination Agreement: Except in the case of a taking of all of the Units by eminent domain, the Project and this Supplemental Declaration may be terminated by the agreement of 67% of the total votes eligible to be cast in each of the five Classes of Membership, as well as at least

67% of the First Mortgagees (based on one vote for each First Mortgage owned) of record at the time of the adoption of such plan.

The approval of a First Mortgagee will be assumed when an Eligible Mortgage Holder fails to submit a written response to the proposed termination within fifteen (15) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. The agreement of Owners to terminate must be evidenced by their execution of a termination agreement or ratifications thereof in the same manner as a deed, by the requisite number of Owners. The termination agreement must specify a date after which the agreement will be void unless it is recorded before that date. The termination agreement and all ratifications thereof must be recorded in Valley County, Idaho and is effective only upon recordation.

17.2 Sale of the Property: The termination agreement may provide that all of the Common Areas and Units of the Project must be sold following termination. If, pursuant to the agreement, any real estate in the Project is to be sold following termination, the termination agreement must set forth the minimum terms of sale. Subject to the provisions of the termination agreement, the VPA, on behalf of the Owners, may contract for the sale of real estate in the Project following termination, but the contract is not binding on the Owners until approved pursuant to Section 17.1 above. If any real estate is to be sold following termination, title to that real estate, upon termination, vests in the VPA as trustee for the holders of all interests in the Units. Thereafter, the VPA has all the powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds thereof distributed, the VPA continues in existence with all the powers it had before termination. Proceeds of the sale must be distributed to Owners and lienholders as their interests may appear in accordance with Section 17.4 below, taking into account the value of property owned or distributed that is not sold so as to preserve the proportionate interests of each Owner with respect to all property cumulatively. Following termination of the Project, the proceeds of any sale of the Affected Property, together with the assets of the VPA, are held by the VPA as trustee for the Owners and holders of liens on the Units as their interests may appear. Creditors of the VPA who obtain a lien and duly record it in Valley County, Idaho, are to be treated as if they had perfected liens on the Units immediately before termination or when the lien is obtained and recorded, whichever is later. Unless otherwise specified in the termination agreement, as long as the VPA holds title to the Affected Property, each Owner and the Owner's successors in interest have an exclusive right to occupancy of the portion of the Affected Property that formerly constituted the Unit. During the period of that occupancy, each Owner and the Owner's successors in interest remain liable for all Assessments and other obligations imposed on Owners by the Declaration.

17.3 Status of Property Not Sold: Title to the Units not to be sold following termination vests in the Owners upon termination as tenants in common in fractional interests that maintain, after taking into account the fair market value of property owned and the proceeds of property sold, their respective interests as provided in Section 17.4 below with respect to all property appraised under Section 17.4 below, and liens on the Units shift accordingly. While the tenancy in common exists, each Owner and the Owner's successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted such Unit.

17.4 Interests of the Owners: The respective interests of the Owners are as follows:

17.4.1 Except as provided in Section 17.4.2 below, the respective interests of Owners are the combined fair market values of their Units, allocated interests, and EUCAs, immediately before the termination, as determined by one or more independent appraisers selected by the

VPA. The decision of the independent appraisers shall be distributed to the Owners and becomes final unless disapproved within thirty (30) days after distribution by Owners of Units to which 33% of the votes in the VPA are allocated. The proportion of any Owner's interest to that of all Owners is determined by dividing the fair market value of that Owner's Unit and its allocated interests by the total fair market values of all the Units and their allocated interests.

17.4.2 If any Unit or any EUCA is destroyed to the extent that an appraisal of the fair market value thereof prior to destruction cannot be made, the interests of all Unit Owners are their respective Common Area interests immediately before the termination.

ARTICLE 18. Condemnation

18.1 Consequences of Condemnation: If, at any time or times during the continuance of the Project pursuant to this Supplemental Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu or in avoidance of condemnation, then all compensation, damages, or other proceeds of condemnation, the sum of which is referred to as the "condemnation award" below, shall be payable to the VPA, and the provisions of this Article 18 shall apply.

18.2 Complete Taking: In the event that the entire Project is taken or condemned or sold or otherwise disposed of in lieu or in avoidance of condemnation, the condominium ownership pursuant to this Supplemental Declaration shall terminate. The condemnation award shall be paid to the VPA for the use and benefit of the Owners and the Mortgagees as their interests may appear. Such award shall be apportioned among the Owners and the Mortgagees on the basis of the undivided interest in the Common Areas appurtenant to the Unit in which such Owners and Mortgagees have an interest; provided, however, that if a standard different from the value of the Project as a whole is employed to measure the condemnation award in the negotiation, judicial decree, or otherwise, then in determining such apportionment the same standard shall be employed. The VPA shall, as soon as practical, determine the share of the condemnation award to which each Owner and Mortgagee is entitled in accordance with each Owner's allocated interest in the Common Areas, and such shares shall be paid first to the Mortgagees and then to the Owners, as their interests appear.

18.3 Partial Taking: Except as the Owners may otherwise agree pursuant to Article 17 above, in the event that less than the entire Project is taken or condemned or sold or otherwise disposed of in lieu or in avoidance of condemnation, the condominium ownership under this Supplemental Declaration shall not terminate. Each Owner (and Mortgagee holding an interest in such Owner's Unit) shall be entitled to a share of the condemnation award to be determined under the following provisions. The condemnation award shall be paid to the VPA for the use and benefit of the Owners and the Mortgagees as their interests may appear. As soon as practical, the VPA shall reasonably and in good faith allocate the condemnation award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners, as follows:

18.3.1 Subject to Section 18.3.3 below, the total amount allocated to a taking of or injury to the Common Areas shall be apportioned among Owners and their Mortgagees on the basis of each Owner's undivided interest in the Common Areas, and any portion of the award attributable to the acquisition of a EUCA must be equally divided among the Owners of the Units to which the EUCA was allocated at the time of acquisition; and,

18.3.2 The total amount allocated to severance damages shall be apportioned to the Owners and Mortgagees of those Condominium Units which were not taken or condemned; and,

18.3.3 The respective amounts allocated to the taking of or injury to a particular Condominium Unit or to improvements an Owner has made within the Owner's own Condominium Unit (including compensation to the Owner for the Unit and its allocated interest in the Common Areas whether or not the Common Areas are acquired) shall be apportioned to the Owner and Mortgagees of that particular Condominium Unit involved; and,

18.3.4 The total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the VPA determines to be equitable under the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the VPA shall employ such allocation. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Owners and their respective Mortgagees.

18.4 Reorganization: In the event a partial taking results in the taking of a Unit, the Owners thereof shall automatically cease to be members of the VPA, and their ownership interests in the Common Areas shall terminate and vest in the Owners of the remaining Condominium Units. Thereafter, the VPA shall reallocate the ownership, voting rights, and Assessment ratios determined in accordance with this Supplemental Declaration, according to the same principles employed in this Supplemental Declaration at its inception and the VPA Board of the VPA shall amend this Supplemental Declaration accordingly.

18.5 Repair and Reconstruction: Any repair and reconstruction necessitated by condemnation shall be governed by the procedures contained in Article 16 above.

18.6 Notice of Condemnation: In the event that any portion of the Project shall be made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then timely written notice of such condemnation shall be given by the VPA to each Owner and First Mortgagee.

ARTICLE 19. Architectural Control and Construction Guideline Compliance

19.1 Rights With Respect to Remodeling and Construction: The Owners of Units have the right to remodel such Units in accordance with the provisions of this Article 19. All Owners are advised that there may be noise or other disturbance due to such construction activities. Owners may make no change or alteration to a Condominium Unit until plans and specifications showing the precise nature of the change or alteration shall have been submitted to and approved in writing by the VPA Board of the VPA. Subject to the VPA Board's discretion and the type of proposed alteration or change, such plans and specifications shall, at a minimum, include: (i) scaled floor plans; (ii) interior specifications showing materials, colors, and areas of coverage, including furnishings; (iii) identification of the contractor who will be responsible for the work; and, (iv) the timeframe for commencement and completion of the work. Except with respect to Commercial Unit Owners, the VPA Board may exercise its sole discretion when considering a request under this Article 19. With respect to Commercial Unit Owners, the VPA Board will act with reasonable discretion.

19.2 Purpose and General Authority: The VPA Board shall review, study and either approve, approve with modifications, or reject the proposed improvements, alterations or changes

("improvements") to the Unit, all in compliance with this Supplemental Declaration and as further set forth in the rules and regulations the VPA Board may establish from time to time to govern its review. No improvements shall be commenced until plans for the improvements shall have been approved by the VPA Board. All improvements shall be constructed only in accordance with approved plans. Replacement of existing floor coverings, wall coverings, and window coverings with identical coverings and minor cosmetic improvements (such as painting of interior walls or wallpapering) that are not visible from the outside of the Buildings, that do not affect any of the Common Areas or the EUCAs, and that do not cause any noise or other disturbance may be undertaken without such approval.

19.3 Board Discretion: The VPA Board shall exercise reasonable efforts to provide that the improvements conform and harmonize with the Project as to design, quality and type of construction, seals, materials, color, and location in the Unit, and the schemes and aesthetic considerations set forth in the Village Plaza Documents. The actions of the VPA Board in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

19.4 Expenses: Except as provided in this Section below, all expenses of the VPA Board shall be paid by the VPA and shall constitute a General Expense; provided, the VPA Board shall have the right to charge a fee for each application submitted to it for review, in an amount which may be established by the VPA Board from time to time, and such fees shall be collected by the VPA Board and remitted to the VPA to help defray the expenses of the VPA Board's operation.

19.5 Other Requirements: Compliance with the VPA Board's process is not a substitute for compliance with the County of Valley building, zoning and subdivision regulations, and each Owner is responsible for obtaining all approvals, licenses and permits as may be required prior to commencing construction of any improvements.

19.6 Limitation on Liability: The VPA Board shall use its judgment in accepting or disapproving all plans and specifications submitted to it. Neither the VPA Board nor any individual Board member shall be liable to any person for any official act of the VPA Board in connection with submitted plans and specifications, except to the extent the VPA Board or any individual Board member acted with malice or wrongful intent. Approval by the VPA Board does not necessarily assure approval by the appropriate governmental board or commission for the County of Valley. Notwithstanding that the VPA Board has approved plans and specifications, neither the VPA Board nor any of its members shall be responsible or liable to any Owner or contractor with respect to any loss, liability, claim or expense which may arise by reason of such approval of the construction of the improvements. Neither the VPA Board nor any agent thereof, nor Declarant, nor any of its partners, employees, agents or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Village Plaza Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events the VPA Board shall be defended and indemnified by the VPA in any such suit or proceeding which may arise by reason of the VPA Board's decision. The VPA, however, shall not be obligated to indemnify each member of the VPA Board to the extent any such member of the VPA Board is adjudged to be liable for negligence or misconduct in the performance of his duty as a member of the VPA Board, unless and then only to the extent that the court in which such action or suit may be brought determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expense as such court shall deem proper.

19.7 Enforcement and Inspection: Any member or authorized consultant of the VPA Board, or any authorized officer, Director, employee or agent of the VPA may enter upon any Unit at any reasonable time after notice to the Owner, without being deemed guilty of trespass, in order to inspect improvements constructed or under construction in the Unit to determine whether the improvements have been or are being built in compliance with the Village Plaza Documents and the plans and specifications approved by the VPA Board.

19.8 Deemed Nuisances: Every violation of these Covenants is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed by such violation by law or equity against a Member shall be applicable. Without limiting the generality of the foregoing, the Covenants of this Article 19 may be enforced as provided below. Any expenses, fees, and costs incurred by the VPA Board in the enforcement of the Covenants contained in this Article 19 shall be paid by the defaulting Owner and, in addition to any other remedies available to the VPA hereunder and in the Bylaws for the collection of fees and assessments, shall be collectible and lienable as a Compliance Assessment.

19.8.1 The VPA Board may adopt a schedule of fines for failure to abide by the VPA Board's rules and regulations, including fines: (i) for failure to obtain any required approval from the VPA Board; (ii) for failure to comply with the terms of the approval; or, (iii) for failure of the improvements to comply with the plans and specifications as approved.

19.8.2 Subject to the requirements of the Bylaws, the VPA, upon request of the VPA Board and after reasonable notice to the offender and, if different, to the Owner, may enter upon any Unit at any reasonable time after notice to the Owner, without being deemed guilty of trespass, and remove any improvement constructed, reconstructed, refinished, altered or maintained in violation of these Covenants. The Owner of the improvement shall immediately reimburse the VPA for all expenses incurred in connection with such removal. If the Owner fails to reimburse the VPA within thirty (30) days after the VPA gives the Owner notice of the expenses, the sum owed to the VPA shall bear interest at the Default Rate from the date of the advance by the VPA through the date of reimbursement in full, and, in addition to any other remedies available to the VPA hereunder and in the Bylaws for the collection of fees and assessments, all such sums and interest shall be a Compliance Assessment and lien.

19.9 Continuity of Construction: All improvements commenced on the Affected Property shall be prosecuted diligently to completion and shall be completed within six (6) months after commencement, unless an exception is granted in writing by the VPA Board. If an improvement is commenced and construction is then abandoned for more than thirty (30) days, or if construction is not completed within the required six-month period, then after notice and opportunity for hearing as provided in the Bylaws, the VPA may impose a fine in an amount established from time to time by the VPA Board to be charged against the Owner of the Unit until construction is resumed, or the improvement is completed, as applicable, unless the Owner can prove to the satisfaction of the VPA Board that such abandonment is for circumstances (other than the Owner's failure or refusal to pay money) beyond the Owner's control. In addition to any other remedies available to the VPA hereunder and in the Bylaws for the collection of fees and assessments, such charges shall be a Compliance Assessment and lien.

ARTICLE 20. Mortgagee Protections

20.1 Introduction: This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Mortgages. This Article is supplemental to, and

not in substitution for, any other provisions of this Supplemental Declaration, but in the case of any conflict, this Article shall control.

20.2 Percentage of Eligible Mortgage Holders: Wherever in this Supplemental Declaration the approval or consent of a specified percentage of Eligible Mortgage Holders is required, it shall mean the approval or consent of Eligible Mortgage Holders under Mortgages encumbering Condominium Units which in the aggregate have allocated to them such specified percentage of votes in the VPA when compared to the total allocated to all Condominium Units then subject to Mortgages held by Eligible Mortgage Holders.

20.3 Notice of Actions: The VPA shall give prompt written notice to each Eligible Mortgage Holder of the following:

20.3.1 Any condemnation loss or any casualty loss which affects a material portion of the Common Areas or any Condominium Unit in which an interest is held by the Eligible Mortgage Holder.

20.3.2 Any delinquency which remains uncured for sixty (60) days in the payment of Assessments, fees, fines or other charges by an Owner whose Condominium Unit is encumbered by a Mortgage held by such Eligible Mortgage Holder.

20.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity insurance maintained by the VPA.

20.3.4 Any proposed action which would require the consent of Eligible Mortgage Holders as required in Section 20.4 below.

20.3.5 Any judgment rendered against the VPA.

20.4 Consent Required:

20.4.1 Document Changes: Subject to Declarant's Reserved Rights, and reserved rights of the VPA, no amendment of any provisions of this Supplemental Declaration regarding any of the following shall be effective without the Affirmative Vote Of A Majority Of The Owners and the approval in writing of at least 51 % of the Eligible Mortgage Holders:

- (a) The membership voting rights, as provided in the Bylaws.
- (b) Subject to Declarant's Reserved Rights, the rights to use the Common Areas.
- (c) Allocated interests in the Common Areas.
- (d) Definitions of boundaries of Units.
- (e) Insurance requirements.
- (f) An Owner's right to sell or transfer his Condominium Unit.

(g) Restoration or repair of the Affected Property after hazard damage or partial condemnation.

(h) Termination of this Supplemental Declaration after the occurrence of substantial destruction or condemnation.

(i) The voting rights of Eligible Mortgage Holders.

20.5 Notice of Objection: Unless an Eligible Mortgage Holder provides the Secretary of the VPA with written notice of its objection, if any, to any proposed amendment outlined above within fifteen (15) days following the receipt of notice delivered by certified or registered mail, return receipt requested, of such proposed amendment or action, the Eligible Mortgage Holder shall be deemed conclusively to have approved the proposed amendment or action.

20.6 First Mortgagees' Rights:

20.6.1 Payment of Taxes and Insurance: First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Areas, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Areas. First Mortgagees making such payments shall be owed immediate reimbursement from the VPA.

20.6.2 Payment of Assessments: Eligible Mortgage Holders shall be entitled to cure any delinquency of the Owner of the Condominium Unit encumbered by the Eligible Mortgage Holder in the payment of Assessments, fees, fines or charges of which the Eligible Mortgage Holder has received notice under Section 20.3 above. In that event, the Eligible Mortgage Holder shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

20.7 Title Taken by First Mortgagee: Any First Mortgagee who obtains title to the Condominium Unit pursuant to the remedies provided in the First Mortgage, including foreclosure of the First Mortgage, shall be liable for all Assessments due and payable as of the date title to the Condominium Unit vests in the First Mortgagee under the statutes of Idaho governing foreclosures. Such First Mortgagee shall not be liable for any unpaid dues and charges attributable to the Condominium Unit which accrue prior to the date such title vests in the First Mortgagee.

20.8 Declarant's Amendment Rights: Declarant, until the conversion date, and the VPA thereafter, shall have the right to unilaterally amend the terms of this Article 20 to address issues raised by Mortgagees for which resolution is necessary to enable lending, in the discretion of Declarant or the VPA as applicable.

ARTICLE 21. Enforcement Of Covenants

21.1 Violations Deemed a Nuisance: Every violation of this Supplemental Declaration or any other of the Village Plaza Documents is deemed to be a nuisance and is subject to all the remedies provided for the abatement or correction of the violation. In addition, all public and private remedies allowed at law or equity against anyone in violation of these covenants will be available.

21.2 Compliance: Each Owner or other occupant of any part of the Affected Property will comply with the provisions of the Village Plaza Documents as the same may be amended from time to time.

21.3 Failure to Comply: Failure to comply with the Village Plaza Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Reasonable notice will be given to the delinquent party prior to commencing any legal proceedings.

21.4 Who May Enforce: Any action to enforce the Village Plaza Documents may be brought by Declarant, the VPA Board or the Manager in the name of the VPA on behalf of the Owners, or by any aggrieved Owners. An aggrieved Owner may bring an action to enforce any material breach of these Covenants only if the aggrieved Owner has first presented the alleged breach to the VPA Board and the VPA Board has failed to either effect a cure of the breach or initiate appropriate action to do so within ninety (90) days after receiving such notice.

21.5 Remedies: Remedies available to the VPA Board, Manager, Declarant or an aggrieved Owner for a violation of these Covenants shall be as provided in the Bylaws, including but not limited to the following:

21.5.1 The defaulting Owner or Owners shall be personally liable, jointly and severally, for all fines, fees, assessments, costs, fees or other expenses (the "Expenses") incurred by the VPA Board or the Declarant in the enforcement of these Covenants, including the Expenses incurred prior to or independent of any judicial action.

21.5.2 The VPA Board shall be entitled to impose a Compliance Assessment in the amount of and exercise all related lien rights for the Expenses.

21.5.3 The VPA Board, the Manager or Declarant, on behalf of the Owners, shall have the right to enter upon the offending premises or take appropriate peaceful action to abate, remove, modify or replace, at the expense of the offending Owner, any structure, thing or condition that may exist thereon contrary to the interest of the Owners and meaning of the Village Plaza Documents.

21.6 Nonexclusive Remedies: All the remedies set forth herein are cumulative and not exclusive.

21.7 No Waiver: The failure of the VPA Board, Declarant, the Manager, or any aggrieved Owner to enforce the Village Plaza Documents will not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of the Village Plaza Documents at any future time.

21.8 No Liability: No member of the VPA Board, the Declarant, the Manager or any Owner will be liable to any other Owner for the failure to enforce any of the Village Plaza Documents at any time.

21.9 Recovery of Costs: If legal assistance is obtained to enforce any of the provisions of the Village Plaza Documents, or in any legal proceeding (whether or not suit is brought) for damages or for

the enforcement of the Village Plaza Documents or the restraint of violations of the Village Plaza Documents, the prevailing party will be entitled to recover all costs incurred by it in such action, including reasonable attorneys fees (and legal assistants' fees) as may be incurred.

ARTICLE 22. Resolution Of Disputes

If any dispute or question arises between Members or between Members and the VPA or relating to the interpretation, performance or nonperformance, violation, or enforcement of the Village Plaza Documents, such dispute or violation may be subject to a hearing and determination by the VPA Board in accordance with the procedures set forth in Article 17 of the General Declaration for Tamarack Resort.

ARTICLE 23. Duration Of These Covenants And Amendment

23.1 Term: This Supplemental Declaration and any amendments or supplements hereto will remain in effect from the date of recordation until the 21st anniversary of the date this Supplemental Declaration is first recorded in the office of the Clerk and Recorder of Valley County, Idaho. Thereafter these Covenants will be automatically extended for successive periods of ten (10) years each, unless otherwise terminated or modified as provided below.

23.2 Amendment:

23.2.1 By the VPA Board: Subject to the rights of Declarant in Sections 23.2.3 and Section 23.2.4 and except as limited by law, the Articles, Bylaws or other provisions of this Supplemental Declaration, the VPA Board shall have sole power to make, amend and repeal this Supplemental Declaration at any regular meeting of the VPA Board or at any special meeting called for that purpose at which a quorum is represented. However, if the members shall make, amend or repeal any provision of this Supplemental Declaration in the manner provided for herein and in compliance with all other provisions of this Supplemental Declaration, the VPA Board shall not within one (1) year thereafter amend the same in such manner as to defeat or impair the object of the members in taking such action. This Section 23.2.1 is subject to Section 11.17 of this Supplemental Declaration.

23.2.2 By Members: Subject to the rights of Declarant in Sections 23.2.3 and Section 23.2.4 in this Supplemental Declaration, the members may, by the Affirmative Vote Of A Majority Of The Owners, unless expressly made subject to a higher voting requirement by law, the Articles, Bylaws, or this Supplemental Declaration, make, amend and repeal this Supplemental Declaration of the VPA at any annual meeting or at any special meeting called for that purpose at which a combined quorum shall be represented.

23.2.3 By Declarant: The Declarant may unilaterally make, amend and repeal provisions of this Supplemental Declaration as specifically allowed herein, including but not limited to Sections 13.1.2(h) and 20.8.

23.2.4 Declarant Approval of Amendments: Prior to the Conversion Date, no amendment to this Supplemental Declaration shall be effective without the written approval of Declarant. Furthermore, during the time in which the Declarant retains declarant rights in the TMA or VPA, this Article 23 and Sections 5.2 and 11.17 shall not be amended without Declarant's prior written consent.

23.3 Notice of Amendment: No amendment or revocation of this Supplemental Declaration will be effective unless a written notice of the proposed amendment is sent to every Owner reasonably in advance of any action taken or purported to be taken.

23.4 Effective on Recording: Any modification, amendment or revocation made in accordance with this Supplemental Declaration will be immediately effective upon recording in Valley County, Idaho, a copy of such amendment, modification or revocation executed and acknowledged by the necessary number of Owners (and by Declarant, as required), accompanied by either a certificate of a licensed abstract or title company as to ownership, or a duly authenticated certificate of the Secretary of the VPA stating that the required number of consents of Owners were obtained, based on a certificate of a licensed title or abstract company or other authoritative evidence of compliance with the requirements of this Supplemental Declaration regarding such matters, which will be placed on file in the office of the VPA.

ARTICLE 24. Miscellaneous Provisions

24.1 Severability: This Supplemental Declaration, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Any provision of this Supplemental Declaration found to be prohibited by law or unenforceable will be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

24.2 Construction: In interpreting words in this Supplemental Declaration, unless the context will otherwise provide or require, the singular will include the plural, the plural will include the singular, and the use of any gender will include all genders.

24.3 Headings: The headings are included only for purposes of convenient reference, and they will not affect the meaning or interpretation of this Supplemental Declaration.

24.4 Waiver: Except as expressly and specifically provided hereinabove, no failure on the part of the VPA or the VPA Board to give notice of default or to exercise or to delay in exercising any right or remedy will operate as a waiver of the VPA Board's or VPA's right to enforce any provision of this Supplemental Declaration. No waiver will be effective unless it is in writing and signed by the President or Vice President of the VPA Board on behalf of the VPA.

24.5 Limitation of Liability: Neither the VPA nor any officer or member of the VPA Board will be liable to any party for any action or for any failure to act with respect to any matter arising by, through or under the Village Plaza Documents if the action or failure to act was made in good faith. The VPA will indemnify all of the officers and Board members with respect to any act taken in their official capacity to the extent provided in this Supplemental Declaration and by law and in the Articles of Incorporation and Bylaws.

24.6 Conflicts Between Documents: In case of conflict between this Supplemental Declaration and the Articles of Incorporation or the Bylaws, this Supplemental Declaration will control. In case of conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation will control.

24.7 Assignment: Declarant may assign all or any part of the Special Declarant Rights or any of Declarant's other rights and reservations hereunder to any successor who takes title to all or part of the

Affected Property in a bulk purchase for the purpose of development and sale. Such successor will be identified, the particular rights being assigned will be specified, and, to the extent required, concomitant obligations will be expressly assumed by such successor, all in a written instrument duly recorded in the records of the Clerk and Recorder of Valley County, Idaho.

24.8 Limit on Timesharing: Except as provided in Section 13.1.2 above, no Owner of any Condominium Unit shall offer or sell any interest in such Condominium Unit under a “timesharing”, “interval ownership”, or fractional ownership plan, or any similar plan.

24.9 Counterparts: This Supplemental Declaration and the required approvals and joinders to it, maybe executed in two or more counterparts which when taken together shall evidence the agreement of Declarant and all such parties approving or joining in this Supplemental Declaration.

CERTIFICATION

This is to certify that the foregoing Second Amended and Restated Supplemental Declaration For Tamarack Resort Village Plaza Condominiums has been approved by the Members of the Tamarack Resort Village Plaza Condominium Association at a meeting held on August 13, 2023, with more than a quorum voting, and at least 51% of the voting Owners of Residential Units voted to approve, and at least 51% of the voting Owners of Commercial Units voted to approve. The Declarant also voted to approve.

The foregoing Second Amended and Restated Supplemental Declaration For Tamarack Resort Village Plaza Condominiums shall be effective as of the date of recordation with the Valley County, Idaho Recorder, and that it shall replace and supersede that certain Amended and Restated Supplemental Declaration for Tamarack Resort Village Plaza Condominiums, recorded with the Valley County, Idaho Recorder as Instrument No. 425734, as amended by that certain First Amendment to the Amended and Restated Supplemental Declaration for Tamarack Resort Village Plaza Condominiums recorded with the Valley County, Idaho Recorder as Instrument No. 438446 (collectively “First Amended and Restated Supplemental Declaration”).

TAMARACK RESORT
VILLAGE PLAZA CONDOMINIUM
ASSOCIATION, INC.

By: _____
_____, President

STATE OF _____,)
(ss
County of _____.)

On this ____ day of _____, 2023, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the President of **TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM ASSOCIATION, INC.**, the corporation that executed the 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.

NOTARY PUBLIC FOR _____ (State)

My Commission Expires: _____

Exhibit A

Ownership Interests in Common Areas, Designation of Unit Type & Allocation of General Expenses
Common to all Owner, Common to Commercial Owners, & Common to Residential Owners

[on following pages]

AMENDED AND RESTATED													
SUPPLEMENTAL DECLARATION - VILLAGE PLAZA CONDOMINIUMS													
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Initial Allocation of General Expenses Common to All Owners, Common to Commercial Owners, & Common to Residential Owners													
Building	Level	Unit # ¹	EUCA # ²	Description ¹	Unit Type	Square Footage ³		Percent of Total Commercial & Residential ^{3 & 4}		Percent of Total Commercial ^{3 & 5}		Percent of Total Residential ⁶	
						Each Unit	Combined Unit Total	Each Unit	Combined Unit Total	Each Unit	Combined Unit Total	Each Unit	Combined Unit Total
COMMERCIAL UNITS:													
Garage	G	LG-01		Dock/Trash	Commercial	1,646	X	0.65%	X	1.95%	X	0.00%	X
Garage	G	LG-01	EUCA LG-01	Receiving Area	Commercial	7,872	9,518	3.12%	3.77%	9.32%	11.26%	0.00%	0.00%
Garage	G	LG-02		Commercial	Commercial	707	707	0.28%	0.28%	0.84%	0.84%	0.00%	0.00%
Garage	G	LG-03		Stairs/Storage	Commercial	164	164	0.06%	0.06%	0.19%	0.19%	0.00%	0.00%
Garage	G	LG-11		Mech. Rm.	Commercial	49	49	0.02%	0.02%	0.06%	0.06%	0.00%	0.00%
Garage	G	LG-16		Commercial	Commercial	504	504	0.20%	0.20%	0.60%	0.60%	0.00%	0.00%
Garage	G	LG-30		Commercial	Commercial	130	130	0.05%	0.05%	0.15%	0.15%	0.00%	0.00%
Garage	G	LG-31		Commercial	Commercial	335	335	0.13%	0.13%	0.40%	0.40%	0.00%	0.00%
Garage	G	LG-32		Elev.	Commercial	59	59	0.02%	0.02%	0.07%	0.07%	0.00%	0.00%
Garage	G	LG-40		Commercial	Commercial	1034	1,034	0.41%	0.41%	1.22%	1.22%	0.00%	0.00%
3.1 - Monteverde	01	L1-3101		Commercial	Commercial	2,213	X	0.88%	X	2.62%	X	0.00%	X
3.1 - Monteverde	01	L1-3101	EUCA L1-3101-2	Commercial	Commercial	1,002	X	0.40%	X	1.19%	X	0.00%	X
3.1 - Monteverde	01	L1-3101	EUCA L1-3101-1	Balcony	Commercial	112	X	0.04%	X	0.13%	X	0.00%	X
3.1 - Monteverde	G	LG-3101		Commercial	Commercial	1,661	4,988	0.66%	1.97%	1.97%	5.90%	0.00%	0.00%
3.1 - Monteverde	G	LG-3102		Restrooms	Commercial	605	X	0.24%	X	0.72%	X	0.00%	X
3.1 - Monteverde	01	L1-3102		Storage	Commercial	10	615	0.00%	0.24%	0.01%	0.73%	0.00%	0.00%
3.1 - Monteverde	G	LG-3103		Storage	Commercial	13	13	0.01%	0.01%	0.02%	0.02%	0.00%	0.00%
4.0 - Roseberry	01	L1-4001		Commercial	Commercial	482	482	0.19%	0.19%	0.57%	0.57%	0.00%	0.00%
4.0 - Roseberry	01	L1-4002		Commercial	Commercial	350	350	0.14%	0.14%	0.41%	0.41%	0.00%	0.00%
4.0 - Roseberry	01	L1-4003		Commercial	Commercial	544	544	0.22%	0.22%	0.64%	0.64%	0.00%	0.00%
4.0 - Roseberry	01	L1-4004		Commercial	Commercial	628	628	0.25%	0.25%	0.74%	0.74%	0.00%	0.00%
4.0 - Roseberry	01	L1-4005		Commercial	Commercial	3,136	X	1.24%	X	3.71%	X	0.00%	X
4.0 - Roseberry	01	L1-4005	EUCA L1-4005	Patio	Commercial	1,319	4,455	0.52%	1.76%	1.56%	5.27%	0.00%	0.00%
Garage	G	LG-4006		Elev.	Commercial	56	X	0.02%	X	0.07%	X	0.00%	X
4.0 - Roseberry	01	L1-4006		Elev.	Commercial	90	146	0.04%	0.06%	0.11%	0.17%	0.00%	0.00%
4.0 - Roseberry	01	L1-4007		Commercial	Commercial	1,060	1,060	0.42%	0.42%	1.25%	1.25%	0.00%	0.00%
4.0 - Roseberry	01	L1-4008		Commercial	Commercial	1,184	1,184	0.47%	0.47%	1.40%	1.40%	0.00%	0.00%
4.0 - Roseberry	01	L1-4009		Restrooms	Commercial	128	128	0.05%	0.05%	0.15%	0.15%	0.00%	0.00%
4.0 - Roseberry	01	L1-4010		Restrooms	Commercial	667	667	0.26%	0.26%	0.79%	0.79%	0.00%	0.00%
4.0 - Roseberry	01	L1-4011		Commercial	Commercial	297	297	0.12%	0.12%	0.35%	0.35%	0.00%	0.00%
4.0 - Roseberry	01	L1-4012		Commercial	Commercial	1,577	1,577	0.62%	0.62%	1.87%	1.87%	0.00%	0.00%
4.0 - Roseberry	01	L1-4013		Commercial	Commercial	21	21	0.01%	0.01%	0.02%	0.02%	0.00%	0.00%
Garage	G	LG-4014		Commercial	Commercial	28	X	0.01%	X	0.03%	X	0.00%	X
4.0 - Roseberry	01	L1-4014		Commercial	Commercial	28	56	0.01%	0.02%	0.03%	0.07%	0.00%	0.00%

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Building	Level	Unit # ¹	EUCA # ²	Description ¹	Unit Type	Square Footage ³		Percent of Total Commercial & Residential ^{3 & 4}		Percent of Total Commercial ^{3 & 5}		Percent of Total Residential ⁶	
						Each Unit	Combined Unit Total	Each Unit	Combined Unit Total	Each Unit	Combined Unit Total	Each Unit	Combined Unit Total
6.0 - Calvi I	01	L1-6001		Commercial	Commercial	3,182	X	1.26%	X	3.77%	X	0.00%	X
6.0 - Calvi I	01	L1-6001	EUCA L1-6001-1	Rest. Ext. Ter.	Commercial	2,487	X	0.98%	X	2.94%	X	0.00%	X
6.0 - Calvi I	02	L1-6001		Comm.-open to be	Commercial	0	X	0.00%	X	0.00%	X	0.00%	X
6.0 - Calvi I	02	L1-6001		Comm.-open to be	Commercial	0	X	0.00%	X	0.00%	X	0.00%	X
6.0 - Calvi I	02	L2-6001		Comm.-open to be	Commercial	996	6,665	0.39%	2.64%	1.18%	7.89%	0.00%	0.00%
6.0 - Calvi I	G	LG-6002		Commercial	Commercial	4,276	X	1.69%	X	5.06%	X	0.00%	X
6.0 - Calvi I	01	L1-6002		Commercial	Commercial	1,122	X	0.44%	X	1.33%	X	0.00%	X
6.0 - Calvi I	02	L1-6002		Comm.-open to be	Commercial	0	5,398	0.00%	2.14%	0.00%	6.39%	0.00%	0.00%
6.0 - Calvi I	G	LG-6003		Vestibuile	Commercial	112	X	0.04%	X	0.13%	X	0.00%	X
6.0 - Calvi I	01	L1-6003		Commercial	Commercial	1,437	X	0.57%	X	1.70%	X	0.00%	X
6.0 - Calvi I	02	L1-6003		Comm.-open to be	Commercial	0	1,549	0.00%	0.61%	0.00%	1.83%	0.00%	0.00%
6.0 - Calvi I	01	L1-6004		Commercial	Commercial	1,523	X	0.60%	X	1.80%	X	0.00%	X
6.0 - Calvi I	02	L1-6004		Comm.-open to be	Commercial	0	1,523	0.00%	0.60%	0.00%	1.80%	0.00%	0.00%
6.0 - Calvi I	G	LG-6005		Elev.	Commercial	76	X	0.03%	X	0.09%	X	0.00%	X
6.0 - Calvi I	01	L1-6005		Elev.	Commercial	78	X	0.03%	X	0.09%	X	0.00%	X
6.0 - Calvi I	02	L2-6005		Elev.	Commercial	78	232	0.03%	0.09%	0.09%	0.27%	0.00%	0.00%
6.0 - Calvi I	G	LG-6006		Restrooms	Commercial	504	504	0.20%	0.20%	0.60%	0.60%	0.00%	0.00%
6.0 - Calvi I	G	LG-6007		Commercial	Commercial	75	75	0.03%	0.03%	0.09%	0.09%	0.00%	0.00%
6.0 - Calvi I	G	LG-6008		Commercial	Commercial	280	280	0.11%	0.11%	0.33%	0.33%	0.00%	0.00%
6.0 - Calvi I	G	LG-6009		Commercial	Commercial	607	607	0.24%	0.24%	0.72%	0.72%	0.00%	0.00%
6.0 - Calvi I	G	LG-6010		Commercial	Commercial	98	98	0.04%	0.04%	0.12%	0.12%	0.00%	0.00%
6.0 - Calvi I	G	LG-6011		Commercial	Commercial	637	637	0.25%	0.25%	0.75%	0.75%	0.00%	0.00%
6.0 - Calvi I	G	LG-6012		Commercial	Commercial	733	733	0.29%	0.29%	0.87%	0.87%	0.00%	0.00%
6.0 - Calvi I	G	LG-6013		Commercial	Commercial	781	781	0.31%	0.31%	0.92%	0.92%	0.00%	0.00%
6.0 - Calvi I	G	LG-6014		Commercial	Commercial	961	961	0.38%	0.38%	1.14%	1.14%	0.00%	0.00%
6.0 - Calvi I	G	LG-6022		Commercial	Commercial	214	214	0.08%	0.08%	0.25%	0.25%	0.00%	0.00%
6.1 - Calvi II	G	LG-6101		Commercial	Commercial	1,142	1,142	0.45%	0.45%	1.35%	1.35%	0.00%	0.00%
6.1 - Calvi II	01	L1-6102		Commercial	Commercial	498	X	0.20%	X	0.59%	X	0.00%	X
6.1 - Calvi II	G	LG-6102		Commercial	Commercial	280	778	0.11%	0.31%	0.33%	0.92%	0.00%	0.00%
6.1 - Calvi II	01	L1-6103		Commercial	Commercial	1,445	X	0.57%	X	1.71%	X	0.00%	X
6.1 - Calvi II	G	LG-6103		Commercial	Commercial	940	2,385	0.37%	0.94%	1.11%	2.82%	0.00%	0.00%
6.1 - Calvi II	01	L1-6104		Commercial	Commercial	2,604	X	1.03%	X	3.08%	X	0.00%	X
6.1 - Calvi II	01	L1-6104	EUCA-6104-1	Rest. Ex. Ter.	Commercial	197	2,801	0.08%	1.11%	0.23%	3.32%	0.00%	0.00%
6.1 - Calvi II	G	LG-6105		Commercial	Commercial	148	148	0.06%	0.06%	0.18%	0.18%	0.00%	0.00%
6.1 - Calvi II	G	LG-6107		Elev.	Commercial	67	X	0.03%	X	0.08%	X	0.00%	X

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Building	Level	Unit # ¹	EUCA # ²	Description ¹	Unit Type	Square Footage ³		Percent of Total Commercial & Residential ^{3 & 4}		Percent of Total Commercial ^{3 & 5}		Percent of Total Residential ⁶	
						Each Unit	Combined Unit Total	Each Unit	Combined Unit Total	Each Unit	Combined Unit Total	Each Unit	Combined Unit Total
6.1 - Calvi II	01	L1-6107		Elev.	Commercial	67	X	0.03%	X	0.08%	X	0.00%	X
6.1 - Calvi II	02	L2-6107		Elev.	Commercial	67	201	0.03%	0.08%	0.08%	0.24%	0.00%	0.00%
7.0 - San Miguel	01	L1-7001		Commercial	Commercial	1,406	1,406	0.56%	0.56%	1.66%	1.66%	0.00%	0.00%
7.0 - San Miguel	G	LG-7002		Commercial	Commercial	1,651	X	0.65%	X	1.95%	X	0.00%	X
7.0 - San Miguel	01	L1-7002		Commercial	Commercial	2,529	4,180	1.00%	1.65%	2.99%	4.95%	0.00%	0.00%
7.0 - San Miguel	G	LG-7003		Commercial	Commercial	261	X	0.10%	X	0.31%	X	0.00%	X
7.0 - San Miguel	01	L1-7003		Restrooms	Commercial	670	931	0.27%	0.37%	0.79%	1.10%	0.00%	0.00%
7.0 - San Miguel	G	LG-7004		Elev.	Commercial	74	X	0.03%	X	0.09%	X	0.00%	X
7.0 - San Miguel	01	L1-7004		Commercial	Commercial	2,912	X	1.15%	X	3.45%	X	0.00%	X
7.0 - San Miguel	01	L1-7004	EUCA-L1-7004	Patio	Commercial	1,836	4,822	0.73%	1.91%	2.17%	5.71%	0.00%	0.00%
7.0 - San Miguel	G	LG-7005		Commercial	Commercial	251	X	0.10%	X	0.30%	X	0.00%	X
7.0 - San Miguel	01	L1-7005		Commercial	Commercial	393	644	0.16%	0.25%	0.47%	0.76%	0.00%	0.00%
7.0 - San Miguel	G	LG-7006		Elev. Equip.	Commercial	68	X	0.03%	X	0.08%	X	0.00%	X
7.0 - San Miguel	01	L1-7006		Elev.	Commercial	78	146	0.03%	0.06%	0.09%	0.17%	0.00%	0.00%
7.0 - San Miguel	G	LG-7007		Commercial	Commercial	296	296	0.12%	0.12%	0.35%	0.35%	0.00%	0.00%
7.0 - San Miguel	G	LG-7008		Commercial	Commercial	543	543	0.21%	0.21%	0.64%	0.64%	0.00%	0.00%
7.0 - San Miguel	G	LG-7009		Commercial	Commercial	121	121	0.05%	0.05%	0.14%	0.14%	0.00%	0.00%
7.1 - Megeve	01	L1-7101		Commercial	Commercial	1,444	1,444	0.57%	0.57%	1.71%	1.71%	0.00%	0.00%
7.1 - Megeve	01	L1-7102		Commercial	Commercial	1,208	1,208	0.48%	0.48%	1.43%	1.43%	0.00%	0.00%
7.1 - Megeve	01	L1-7103		Commercial	Commercial	1,256	1,256	0.50%	0.50%	1.49%	1.49%	0.00%	0.00%
7.1 - Megeve	01	L1-7104		Commercial	Commercial	2,375	2,375	0.94%	0.94%	2.81%	2.81%	0.00%	0.00%
7.1 - Megeve	01	L1-7105		Commercial	Commercial	302	302	0.12%	0.12%	0.36%	0.36%	0.00%	0.00%
7.1 - Megeve	01	L1-7106		Commercial	Commercial	614	614	0.24%	0.24%	0.73%	0.73%	0.00%	0.00%
7.1 - Megeve	01	L1-7107		Commercial/Mezz	Commercial	1,309	1,309	0.52%	0.52%	1.55%	1.55%	0.00%	0.00%
7.1 - Megeve	01	L1-7110		Restroom	Commercial	572	572	0.23%	0.23%	0.68%	0.68%	0.00%	0.00%
7.1 - Megeve	01	L1-7114		Commercial/Elev.	Commercial	98	98	0.04%	0.04%	0.12%	0.12%	0.00%	0.00%
7.1 - Megeve	01	L1-7115		Commercial	Commercial	3,251	X	1.29%	X	3.85%	X	0.00%	X
7.1 - Megeve	01	L1-7115	EUCA-L1-7115	Patio	Commercial	1,552	4,803	0.61%	1.90%	1.84%	5.68%	0.00%	0.00%
Subtotal - Commercial:						84,493	84,493	33.45%	33.45%	100.00%	100.00%	0.00%	0.00%
RESIDENTIAL UNITS													
3.1 - Monteverde	02	31201		Level 1	Residential	1,154	X	0.46%	X	0.00%	X	0.69%	X
3.1 - Monteverde	02	31201	EUCA 31201	Balcony	Residential	112	X	0.04%	X	0.00%	X	0.07%	X
3.1 - Monteverde	03	31201-1		Mech Unit	Residential	14	X	0.01%	X	0.00%	X	0.01%	X
3.1 - Monteverde	03	31201		Level 2	Residential	599	1,879	0.24%	0.74%	0.00%	0.00%	0.36%	1.12%

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3.1 - Monteverde	02	31202		Level 1	Residential	998	X	0.40%	X	0.00%	X	0.59%	X
3.1 - Monteverde	02	31202	EUCA 31202	Balcony	Residential	101	X	0.04%	X	0.00%	X	0.06%	X
3.1 - Monteverde	03	31202		Level 2	Residential	908	2,007	0.36%	0.79%	0.00%	0.00%	0.54%	1.19%
4.0 - Roseberry	02	40201			Residential	967	X	0.38%	X	0.00%	X	0.58%	X
4.0 - Roseberry	02	40201	EUCA 40201-1	Balcony	Residential	87	X	0.03%	X	0.00%	X	0.05%	X
4.0 - Roseberry	02	40201	EUCA 40201-2	Juliette	Residential	15	X	0.01%	X	0.00%	X	0.01%	X
4.0 - Roseberry	02	40201	EUCA 40201-3	Balcony	Residential	169	1,238	0.07%	0.49%	0.00%	0.00%	0.10%	0.74%
4.0 - Roseberry	02	40202			Residential	1,384	X	0.55%	X	0.00%	X	0.82%	X
4.0 - Roseberry	02	40202	EUCA 40202-1	Juliette	Residential	18	X	0.01%	X	0.00%	X	0.01%	X
4.0 - Roseberry	02	40202	EUCA 40202-2	Balcony	Residential	33	X	0.01%	X	0.00%	X	0.02%	X
4.0 - Roseberry	02	40202	EUCA 40202-3	Balcony	Residential	99	1,534	0.04%	0.61%	0.00%	0.00%	0.06%	0.91%
4.0 - Roseberry	02	40203			Residential	504	X	0.20%	X	0.00%	X	0.30%	X
4.0 - Roseberry	02	40203	EUCA 40203	Room	Residential	14	518	0.01%	0.21%	0.00%	0.00%	0.01%	0.31%
4.0 - Roseberry	02	40204			Residential	480	X	0.19%	X	0.00%	X	0.29%	X
4.0 - Roseberry	02	40204	EUCA 40204	Balcony	Residential	32	512	0.01%	0.20%	0.00%	0.00%	0.02%	0.30%
4.0 - Roseberry	02	40205			Residential	967	X	0.38%	X	0.00%	X	0.58%	X
4.0 - Roseberry	02	40205	EUCA 40205-1	Balcony	Residential	95	X	0.04%	X	0.00%	X	0.06%	X
4.0 - Roseberry	02	40205	EUCA 40205-2	Juliette	Residential	15	X	0.01%	X	0.00%	X	0.01%	X
4.0 - Roseberry	02	40205	EUCA 40205-3	Balcony	Residential	87	1,164	0.03%	0.46%	0.00%	0.00%	0.05%	0.69%
4.0 - Roseberry	02	40206			Residential	797	X	0.32%	X	0.00%	X	0.47%	X
4.0 - Roseberry	02	40206	EUCA 40206	Balcony	Residential	32	829	0.01%	0.33%	0.00%	0.00%	0.02%	0.49%
4.0 - Roseberry	02	40208			Residential	797	X	0.32%	X	0.00%	X	0.47%	X
4.0 - Roseberry	02	40208	EUCA 40208	Balcony	Residential	32	829	0.01%	0.33%	0.00%	0.00%	0.02%	0.49%
4.0 - Roseberry	02	40210			Residential	797	X	0.32%	X	0.00%	X	0.47%	X
4.0 - Roseberry	02	40210	EUCA 40210	Balcony	Residential	32	829	0.01%	0.33%	0.00%	0.00%	0.02%	0.49%
4.0 - Roseberry	02	40212			Residential	967	X	0.38%	X	0.00%	X	0.58%	X
4.0 - Roseberry	02	40212	EUCA 40212-1	Balcony	Residential	102	X	0.04%	X	0.00%	X	0.06%	X
4.0 - Roseberry	02	40212	EUCA 40212-2	Juliette	Residential	16	1,085	0.01%	0.43%	0.00%	0.00%	0.01%	0.65%
4.0 - Roseberry	03	40301			Residential	1,009	X	0.40%	X	0.00%	X	0.60%	X
4.0 - Roseberry	03	40301	EUCA-40301-1	Balcony	Residential	87	X	0.03%	X	0.00%	X	0.05%	X
4.0 - Roseberry	03	40301	EUCA-40301-2	Juliette	Residential	15	1,111	0.01%	0.44%	0.00%	0.00%	0.01%	0.66%
4.0 - Roseberry	03	40302			Residential	1,385	X	0.55%	X	0.00%	X	0.82%	X
4.0 - Roseberry	03	40302	EUCA-40302-1	Juliette	Residential	18	X	0.01%	X	0.00%	X	0.01%	X
4.0 - Roseberry	03	40302	EUCA-40302-2	Balcony	Residential	33	X	0.01%	X	0.00%	X	0.02%	X

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4.0 - Roseberry	03	40302	EUCA-40302-3	Balcony	Residential	71	X	0.03%	X	0.00%	X	0.04%	X
4.0 - Roseberry	03	40304		Lock-Off to 40302	Residential	480	X	0.19%	X	0.00%	X	0.29%	X
4.0 - Roseberry	03	40304	EUCA-40304-4	Balcony	Residential	32	2,019	0.01%	0.80%	0.00%	0.00%	0.02%	1.20%
4.0 - Roseberry	03	40303			Residential	504	X	0.20%	X	0.00%	X	0.30%	X
4.0 - Roseberry	03	40303	EUCA-40303	Room	Residential	14	518	0.01%	0.21%	0.00%	0.00%	0.01%	0.31%
4.0 - Roseberry	03	40305			Residential	969	X	0.38%	X	0.00%	X	0.58%	X
4.0 - Roseberry	03	40305	EUCA-40305-1	Juliette	Residential	15	X	0.01%	X	0.00%	X	0.01%	X
4.0 - Roseberry	03	40305	EUCA-40305-2	Balcony	Residential	87	1,071	0.03%	0.42%	0.00%	0.00%	0.05%	0.64%
4.0 - Roseberry	03	40306			Residential	797	X	0.32%	X	0.00%	X	0.47%	X
4.0 - Roseberry	03	40306	EUCA-40306	Balcony	Residential	32	829	0.01%	0.33%	0.00%	0.00%	0.02%	0.49%
4.0 - Roseberry	03	40308			Residential	797	X	0.32%	X	0.00%	X	0.47%	X
4.0 - Roseberry	03	40308	EUCA-40308	Balcony	Residential	32	829	0.01%	0.33%	0.00%	0.00%	0.02%	0.49%
4.0 - Roseberry	03	40310			Residential	797	X	0.32%	X	0.00%	X	0.47%	X
4.0 - Roseberry	03	40310	EUCA-40310	Balcony	Residential	32	829	0.01%	0.33%	0.00%	0.00%	0.02%	0.49%
4.0 - Roseberry	03	40312			Residential	967	X	0.38%	X	0.00%	X	0.58%	X
4.0 - Roseberry	03	40312	EUCA-40312-1	Balcony	Residential	102	X	0.04%	X	0.00%	X	0.06%	X
4.0 - Roseberry	03	40312	EUCA-40312-2	Juliette	Residential	16	1,085	0.01%	0.43%	0.00%	0.00%	0.01%	0.65%
4.0 - Roseberry	04	40401			Residential	1,043	X	0.41%	X	0.00%	X	0.62%	X
4.0 - Roseberry	04	40401	EUCA-40401-1	Balcony	Residential	87	X	0.03%	X	0.00%	X	0.05%	X
4.0 - Roseberry	04	40401	EUCA-40401-2	Juliette	Residential	15	1,145	0.01%	0.45%	0.00%	0.00%	0.01%	0.68%
4.0 - Roseberry	04	40402			Residential	1,385	X	0.55%	X	0.00%	X	0.82%	X
4.0 - Roseberry	04	40402	EUCA-40402-1	Juliette	Residential	18	X	0.01%	X	0.00%	X	0.01%	X
4.0 - Roseberry	04	40402	EUCA-40402-2	Balcony	Residential	70	X	0.03%	X	0.00%	X	0.04%	X
4.0 - Roseberry	04	40402	EUCA-40402-3	Balcony	Residential	71	X	0.03%	X	0.00%	X	0.04%	X
4.0 - Roseberry	04	40404		Lock-Off to 40402	Residential	480	X	0.19%	X	0.00%	X	0.29%	X
4.0 - Roseberry	04	40404	EUCA-40404	Juliette	Residential	32	2,056	0.01%	0.81%	0.00%	0.00%	0.02%	1.22%
4.0 - Roseberry	04	40403			Residential	504	X	0.20%	X	0.00%	X	0.30%	X
4.0 - Roseberry	04	40403	EUCA-40403	Balcony	Residential	14	518	0.01%	0.21%	0.00%	0.00%	0.01%	0.31%
4.0 - Roseberry	04	40405			Residential	969	X	0.38%	X	0.00%	X	0.58%	X
4.0 - Roseberry	04	40405	EUCA-40405-1	Balcony	Residential	15	X	0.01%	X	0.00%	X	0.01%	X
4.0 - Roseberry	04	40405	EUCA-40405-2	Room	Residential	87	1,071	0.03%	0.42%	0.00%	0.00%	0.05%	0.64%
4.0 - Roseberry	04	40406			Residential	797	X	0.32%	X	0.00%	X	0.47%	X
4.0 - Roseberry	04	40406	EUCA-40406	Balcony	Residential	32	829	0.01%	0.33%	0.00%	0.00%	0.02%	0.49%
4.0 - Roseberry	04	40408			Residential	797	X	0.32%	X	0.00%	X	0.47%	X

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4.0 - Roseberry	04	40408	EUCA-40408	Balcony	Residential	32	829	0.01%	0.33%	0.00%	0.00%	0.02%	0.49%
4.0 - Roseberry	04	40410			Residential	797	X	0.32%	X	0.00%	X	0.47%	X
4.0 - Roseberry	04	40410	EUCA-40410	Balcony	Residential	32	829	0.01%	0.33%	0.00%	0.00%	0.02%	0.49%
4.0 - Roseberry	04	40412			Residential	967	X	0.38%	X	0.00%	X	0.58%	X
4.0 - Roseberry	04	40412	EUCA-40412-1	Balcony	Residential	102	X	0.04%	X	0.00%	X	0.06%	X
4.0 - Roseberry	04	40412	EUCA-40412-2	Juliette	Residential	16	1,085	0.01%	0.43%	0.00%	0.00%	0.01%	0.65%
4.0 - Roseberry	05	40501			Residential	1,118	X	0.44%	X	0.00%	X	0.67%	X
4.0 - Roseberry	05	40501	EUCA-40501	Balcony	Residential	48	1,166	0.02%	0.46%	0.00%	0.00%	0.03%	0.69%
4.0 - Roseberry	05	40503			Residential	504	X	0.20%	X	0.00%	X	0.30%	X
4.0 - Roseberry	05	40503	EUCA-40503	Balcony	Residential	48	552	0.02%	0.22%	0.00%	0.00%	0.03%	0.33%
4.0 - Roseberry	05	40504			Residential	1,620	X	0.64%	X	0.00%	X	0.96%	X
4.0 - Roseberry	05	40504	EUCA-40504-1	Balcony	Residential	28	X	0.01%	X	0.00%	X	0.02%	X
4.0 - Roseberry	05	40504	EUCA-40504-2	Balcony	Residential	86	X	0.03%	X	0.00%	X	0.05%	X
4.0 - Roseberry	05	40504	EUCA-40504-3	Balcony	Residential	28	X	0.01%	X	0.00%	X	0.02%	X
4.0 - Roseberry	05	40502		Lock-Off to 40504	Residential	480	X	0.19%	X	0.00%	X	0.29%	X
4.0 - Roseberry	05	40502	EUCA-40502	Balcony	Residential	28	2,270	0.01%	0.90%	0.00%	0.00%	0.02%	1.35%
4.0 - Roseberry	05	40505			Residential	1,043	X	0.41%	X	0.00%	X	0.62%	X
4.0 - Roseberry	05	40505	EUCA-40505	Balcony	Residential	48	1,091	0.02%	0.43%	0.00%	0.00%	0.03%	0.65%
4.0 - Roseberry	05	40506			Residential	797	X	0.32%	X	0.00%	X	0.47%	X
4.0 - Roseberry	05	40506	EUCA-40506-1	Balcony	Residential	43	X	0.02%	X	0.00%	X	0.03%	X
4.0 - Roseberry	05	40506	EUCA-40506-2	Balcony	Residential	28	868	0.01%	0.34%	0.00%	0.00%	0.02%	0.52%
4.0 - Roseberry	05	40508			Residential	967	X	0.38%	X	0.00%	X	0.58%	X
4.0 - Roseberry	05	40508	EUCA-40508-1	Balcony	Residential	102	X	0.04%	X	0.00%	X	0.06%	X
4.0 - Roseberry	05	40508	EUCA-40508-2	Juliette	Residential	16	X	0.01%	X	0.00%	X	0.01%	X
4.0 - Roseberry	05	40508	EUCA-40508-3	Room	Residential	43	1,128	0.02%	0.45%	0.00%	0.00%	0.03%	0.67%
6.0 - Calvi I	G	60G01		Level 1	Residential	1,221	X	0.48%	X	0.00%	X	0.73%	X
6.0 - Calvi I	G	60G01	EUCA-60G01-1	Patio	Residential	195	X	0.08%	X	0.00%	X	0.12%	X
6.0 - Calvi I	G	60G01	EUCA-60G01-2	Patio	Residential	143	X	0.06%	X	0.00%	X	0.09%	X
6.0 - Calvi I	01	60G01		Level 2	Residential	851	X	0.34%	X	0.00%	X	0.51%	X
6.0 - Calvi I	01	60G01	EUCA-60G01-1	Juliet	Residential	7	2,417	0.00%	0.96%	0.00%	0.00%	0.00%	1.44%
6.0 - Calvi I	G	60G03		Level 1	Residential	1,201	X	0.48%	X	0.00%	X	0.71%	X
6.0 - Calvi I	G	60G03	EUCA-60G03-1	Patio	Residential	195	X	0.08%	X	0.00%	X	0.12%	X
6.0 - Calvi I	G	60G03	EUCA-60G03-2	Patio	Residential	134	X	0.05%	X	0.00%	X	0.08%	X
6.0 - Calvi I	01	60G03		Level 2	Residential	851	X	0.34%	X	0.00%	X	0.51%	X
6.0 - Calvi I	01	60G03	EUCA-60G03-1	Juliet	Residential	7	2,388	0.00%	0.95%	0.00%	0.00%	0.00%	1.42%

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6.0 - Calvi I	G	60G05		Level 1	Residential	1,196	X	0.47%	X	0.00%	X	0.71%	X
6.0 - Calvi I	G	60G05	EUCA-60G05-1	Patio	Residential	195	X	0.08%	X	0.00%	X	0.12%	X
6.0 - Calvi I	G	60G05	EUCA-60G05-2	Patio	Residential	112	X	0.04%	X	0.00%	X	0.07%	X
6.0 - Calvi I	01	60G05		Level 2	Residential	851	X	0.34%	X	0.00%	X	0.51%	X
6.0 - Calvi I	01	60G05	EUCA-60G05-1	Juliet	Residential	7	2,361	0.00%	0.93%	0.00%	0.00%	0.00%	1.40%
6.0 - Calvi I	G	60G07		Level 1	Residential	1,812	X	0.72%	X	0.00%	X	1.08%	X
6.0 - Calvi I	G	60G07	EUCA-60G07-1	Patio	Residential	460	2,272	0.18%	0.90%	0.00%	0.00%	0.27%	1.35%
6.0 - Calvi I	02	60201			Residential	1,305	X	0.52%	X	0.00%	X	0.78%	X
6.0 - Calvi I	02	60201	EUCA-60201	Balcony	Residential	68	1,373	0.03%	0.54%	0.00%	0.00%	0.04%	0.82%
6.0 - Calvi I	02	60203			Residential	1,305	X	0.52%	X	0.00%	X	0.78%	X
6.0 - Calvi I	02	60203	EUCA-60203	Balcony	Residential	68	1,373	0.03%	0.54%	0.00%	0.00%	0.04%	0.82%
6.0 - Calvi I	02	60205			Residential	1,000	X	0.40%	X	0.00%	X	0.59%	X
6.0 - Calvi I	02	60205	EUCA-60205	Balcony	Residential	68	1,068	0.03%	0.42%	0.00%	0.00%	0.04%	0.64%
6.0 - Calvi I	03	60301			Residential	1,869	X	0.74%	X	0.00%	X	1.11%	X
6.0 - Calvi I	03	60301	EUCA-60301	Balcony	Residential	225	2,094	0.09%	0.83%	0.00%	0.00%	0.13%	1.25%
6.0 - Calvi I	03	60302			Residential	1,221	X	0.48%	X	0.00%	X	0.73%	X
6.0 - Calvi I	03	60302	EUCA-60302	Balcony	Residential	143	1,364	0.06%	0.54%	0.00%	0.00%	0.09%	0.81%
6.0 - Calvi I	03	60303			Residential	1,305	X	0.52%	X	0.00%	X	0.78%	X
6.0 - Calvi I	03	60303	EUCA-60303	Balcony	Residential	69	1,374	0.03%	0.54%	0.00%	0.00%	0.04%	0.82%
6.0 - Calvi I	03	60304			Residential	1,309	X	0.52%	X	0.00%	X	0.78%	X
6.0 - Calvi I	03	60304	EUCA-60304	Balcony	Residential	69	1,378	0.03%	0.55%	0.00%	0.00%	0.04%	0.82%
6.0 - Calvi I	03	60305			Residential	1,305	X	0.52%	X	0.00%	X	0.78%	X
6.0 - Calvi I	03	60305	EUCA-60305	Balcony	Residential	69	1,374	0.03%	0.54%	0.00%	0.00%	0.04%	0.82%
6.0 - Calvi I	03	60306			Residential	997	X	0.39%	X	0.00%	X	0.59%	X
6.0 - Calvi I	03	60306	EUCA-60306	Balcony	Residential	68	1,065	0.03%	0.42%	0.00%	0.00%	0.04%	0.63%
6.0 - Calvi I	03	60307			Residential	1,000	X	0.40%	X	0.00%	X	0.59%	X
6.0 - Calvi I	03	60307	EUCA-60307	Balcony	Residential	68	1,068	0.03%	0.42%	0.00%	0.00%	0.04%	0.64%
6.0 - Calvi I	03	60308			Residential	997	X	0.39%	X	0.00%	X	0.59%	X
6.0 - Calvi I	03	60308	EUCA-60308	Balcony	Residential	68	1,065	0.03%	0.42%	0.00%	0.00%	0.04%	0.63%
6.0 - Calvi I	04	60401		Level 1	Residential	2,768	X	1.10%	X	0.00%	X	1.65%	X
6.0 - Calvi I	04	60401	EUCA-60401-1	Balcony	Residential	129	X	0.05%	X	0.00%	X	0.08%	X
6.0 - Calvi I	04	60401	EUCA-60401-2	Balcony	Residential	129	X	0.05%	X	0.00%	X	0.08%	X
6.0 - Calvi I	04	60401	EUCA-60401-3	Balcony	Residential	177	X	0.07%	X	0.00%	X	0.11%	X

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6.0 - Calvi I	05	60401		Level 2	Residential	1,232	4,435	0.49%	1.76%	0.00%	0.00%	0.73%	2.64%
6.0 - Calvi I	04	60402			Residential	1,323	X	0.52%	X	0.00%	X	0.79%	X
6.0 - Calvi I	04	60402	EUCA-60402	Balcony	Residential	68	1,391	0.03%	0.55%	0.00%	0.00%	0.04%	0.83%
6.0 - Calvi I	04	60403		Level 1	Residential	1,612	X	0.64%	X	0.00%	X	0.96%	X
6.0 - Calvi I	04	60403	EUCA-60403-1	Balcony	Residential	69	X	0.03%	X	0.00%	X	0.04%	X
6.0 - Calvi I	04	60403	EUCA-60403-2	Balcony	Residential	154	X	0.06%	X	0.00%	X	0.09%	X
6.0 - Calvi I	05	60403		Level 2	Residential	650	X	0.26%	X	0.00%	X	0.39%	X
6.0 - Calvi I	05	60403	EUCA-60403-3	Balcony	Residential	94	2,579	0.04%	1.02%	0.00%	0.00%	0.06%	1.53%
6.0 - Calvi I	04	60404			Residential	997	X	0.39%	X	0.00%	X	0.59%	X
6.0 - Calvi I	04	60404	EUCA-60404	Balcony	Residential	68	1,065	0.03%	0.42%	0.00%	0.00%	0.04%	0.63%
6.0 - Calvi I	04	60405		Level 1	Residential	1,827	X	0.72%	X	0.00%	X	1.09%	X
6.0 - Calvi I	04	60405	EUCA-60405-1	Balcony	Residential	154	X	0.06%	X	0.00%	X	0.09%	X
6.0 - Calvi I	05	60405		Level 2	Residential	535	X	0.21%	X	0.00%	X	0.32%	X
6.0 - Calvi I	05	60405	EUCA-60405-2	Balcony	Residential	94	2,610	0.04%	1.03%	0.00%	0.00%	0.06%	1.55%
6.0 - Calvi I	04	60406			Residential	997	X	0.39%	X	0.00%	X	0.59%	X
6.0 - Calvi I	04	60406	EUCA-60406	Balcony	Residential	68	1,065	0.03%	0.42%	0.00%	0.00%	0.04%	0.63%
6.1 - Calvi II	02	61201			Residential	1,006	X	0.40%	X	0.00%	X	0.60%	X
6.1 - Calvi II	02	61201	EUCA-61201	Balcony	Residential	71	1,077	0.03%	0.43%	0.00%	0.00%	0.04%	0.64%
6.1 - Calvi II	02	61203			Residential	1,305	X	0.52%	X	0.00%	X	0.78%	X
6.1 - Calvi II	02	61203	EUCA-61203	Balcony	Residential	68	1,373	0.03%	0.54%	0.00%	0.00%	0.04%	0.82%
6.1 - Calvi II	02	61205			Residential	1,896	X	0.75%	X	0.00%	X	1.13%	X
6.1 - Calvi II	02	61205	EUCA-61205	Balcony	Residential	68	1,964	0.03%	0.78%	0.00%	0.00%	0.04%	1.17%
6.1 - Calvi II	03	61301			Residential	1,000	X	0.40%	X	0.00%	X	0.59%	X
6.1 - Calvi II	03	61301	EUCA-61301	Balcony	Residential	71	1,071	0.03%	0.42%	0.00%	0.00%	0.04%	0.64%
6.1 - Calvi II	03	61302			Residential	997	X	0.39%	X	0.00%	X	0.59%	X
6.1 - Calvi II	03	61302	EUCA-61302	Balcony	Residential	68	1,065	0.03%	0.42%	0.00%	0.00%	0.04%	0.63%
6.1 - Calvi II	03	61303			Residential	1,305	X	0.52%	X	0.00%	X	0.78%	X
6.1 - Calvi II	03	61303	EUCA-61303	Balcony	Residential	69	1,374	0.03%	0.54%	0.00%	0.00%	0.04%	0.82%
6.1 - Calvi II	03	61304			Residential	997	X	0.39%	X	0.00%	X	0.59%	X
6.1 - Calvi II	03	61304	EUCA-61304	Balcony	Residential	68	1,065	0.03%	0.42%	0.00%	0.00%	0.04%	0.63%
6.1 - Calvi II	03	61305			Residential	1,888	X	0.75%	X	0.00%	X	1.12%	X
6.1 - Calvi II	03	61305	EUCA-61305	Balcony	Residential	68	1,956	0.03%	0.77%	0.00%	0.00%	0.04%	1.16%

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						Each Unit	Combined Unit Total	Each Unit	Combined Unit Total	Each Unit	Combined Unit Total	Each Unit	Combined Unit Total
6.1 - Calvi II	03	61306			Residential	997	X	0.39%	X	0.00%	X	0.59%	X
6.1 - Calvi II	03	61306	EUCA-61306	Balcony	Residential	68	1,065	0.03%	0.42%	0.00%	0.00%	0.04%	0.63%
6.1 - Calvi II	04	61401		Level 1	Residential	1,827	X	0.72%	X	0.00%	X	1.09%	X
6.1 - Calvi II	04	61401	EUCA-61401-1	Balcony	Residential	76	X	0.03%	X	0.00%	X	0.05%	X
6.1 - Calvi II	04	61401	EUCA-61401-2	Balcony	Residential	187	X	0.07%	X	0.00%	X	0.11%	X
6.1 - Calvi II	05	61401		Level 2	Residential	296	X	0.12%	X	0.00%	X	0.18%	X
6.1 - Calvi II	05	61401		Level 2	Residential	159	X	0.06%	X	0.00%	X	0.09%	X
6.1 - Calvi II	05	61401	EUCA-61401-3	Balcony	Residential	119	2,664	0.05%	1.05%	0.00%	0.00%	0.07%	1.59%
6.1 - Calvi II	04	61402			Residential	998	X	0.40%	X	0.00%	X	0.59%	X
6.1 - Calvi II	04	61402	EUCA-61402	Balcony	Residential	68	X	0.03%	X	0.00%	X	0.04%	X
6.1 - Calvi II	05	61402		Level 2	Residential	668	1,734	0.26%	0.69%	0.00%	0.00%	0.40%	1.03%
6.1 - Calvi II	04	61403			Residential	2,009	X	0.80%	X	0.00%	X	1.20%	X
6.1 - Calvi II	04	61403	EUCA-61403	Balcony	Residential	315	2,324	0.12%	0.92%	0.00%	0.00%	0.19%	1.38%
6.1 - Calvi II	04	61404			Residential	998	X	0.40%	X	0.00%	X	0.59%	X
6.1 - Calvi II	04	61404	EUCA-61404	Balcony	Residential	68	X	0.03%	X	0.00%	X	0.04%	X
6.1 - Calvi II	05	61404		Level 2	Residential	284	1,350	0.11%	0.53%	0.00%	0.00%	0.17%	0.80%
6.1 - Calvi II	04	61406			Residential	998	X	0.40%	X	0.00%	X	0.59%	X
6.1 - Calvi II	04	61406	EUCA-61406	Balcony	Residential	68	1,066	0.03%	0.42%	0.00%	0.00%	0.04%	0.63%
6.1 - Calvi II	01	61G01		Level 2	Residential	615	X	0.24%	X	0.00%	X	0.37%	X
6.1 - Calvi II	01	61G01	EUCA-61G01	Juliet	Residential	7	X	0.00%	X	0.00%	X	0.00%	X
6.1 - Calvi II	G	61G01		Level 1	Residential	962	X	0.38%	X	0.00%	X	0.57%	X
6.1 - Calvi II	G	61G01	EUCA-61G01-1	Patio	Residential	324	1,908	0.13%	0.76%	0.00%	0.00%	0.19%	1.14%
6.1 - Calvi II	01	61G03		Level 2	Residential	851	X	0.34%	X	0.00%	X	0.51%	X
6.1 - Calvi II	01	61G03	EUCA-61G03	Juliet	Residential	7	X	0.00%	X	0.00%	X	0.00%	X
6.1 - Calvi II	G	61G03		Level 1	Residential	1,201	X	0.48%	X	0.00%	X	0.71%	X
6.1 - Calvi II	G	61G03	EUCA-61G03-1	Patio	Residential	130	X	0.05%	X	0.00%	X	0.08%	X
6.1 - Calvi II	G	61G03	EUCA-61G03-2	Patio	Residential	194	2,383	0.08%	0.94%	0.00%	0.00%	0.12%	1.42%
6.1 - Calvi II	01	61G05		Level 2	Residential	851	X	0.34%	X	0.00%	X	0.51%	X
6.1 - Calvi II	01	61G05	EUCA-61G05	Juliet	Residential	7	X	0.00%	X	0.00%	X	0.00%	X
6.1 - Calvi II	G	61G05		Level 1	Residential	1,265	X	0.50%	X	0.00%	X	0.75%	X
6.1 - Calvi II	G	61G05	EUCA-61G05-1	Patio	Residential	133	X	0.05%	X	0.00%	X	0.08%	X
6.1 - Calvi II	G	61G05	EUCA-61G05-2	Patio	Residential	189	2,445	0.07%	0.97%	0.00%	0.00%	0.11%	1.45%
7.0 - San Miguel	02	70201			Residential	1,456	X	0.58%	X	0.00%	X	0.87%	X
7.0 - San Miguel	02	70201	EUCA-70201	Balcony	Residential	150	1,606	0.06%	0.64%	0.00%	0.00%	0.09%	0.96%
7.0 - San Miguel	02	70202			Residential	1,424	X	0.56%	X	0.00%	X	0.85%	X
7.0 - San Miguel	02	70202	EUCA-70202	Balcony	Residential	86	1,510	0.03%	0.60%	0.00%	0.00%	0.05%	0.90%

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7.0 - San Miguel	02	70203			Residential	1,331	X	0.53%	X	0.00%	X	0.79%	X
7.0 - San Miguel	02	70203	EUCA-70203	Balcony	Residential	71	1,402	0.03%	0.56%	0.00%	0.00%	0.04%	0.83%
7.0 - San Miguel	02	70204			Residential	997	X	0.39%	X	0.00%	X	0.59%	X
7.0 - San Miguel	02	70204	EUCA-70204	Balcony	Residential	62	1,059	0.02%	0.42%	0.00%	0.00%	0.04%	0.63%
7.0 - San Miguel	02	70205			Residential	997	X	0.39%	X	0.00%	X	0.59%	X
7.0 - San Miguel	02	70205	EUCA-70205	Balcony	Residential	65	1,062	0.03%	0.42%	0.00%	0.00%	0.04%	0.63%
7.0 - San Miguel	02	70206			Residential	1,309	X	0.52%	X	0.00%	X	0.78%	X
7.0 - San Miguel	02	70206	EUCA-70206	Balcony	Residential	65	1,374	0.03%	0.54%	0.00%	0.00%	0.04%	0.82%
7.0 - San Miguel	02	70207			Residential	997	X	0.39%	X	0.00%	X	0.59%	X
7.0 - San Miguel	02	70207	EUCA-70207	Balcony	Residential	65	1,062	0.03%	0.42%	0.00%	0.00%	0.04%	0.63%
7.0 - San Miguel	03	70301			Residential	1,439	X	0.57%	X	0.00%	X	0.86%	X
7.0 - San Miguel	03	70301	EUCA-70301	Balcony	Residential	150	1,589	0.06%	0.63%	0.00%	0.00%	0.09%	0.95%
7.0 - San Miguel	03	70302			Residential	1,414	X	0.56%	X	0.00%	X	0.84%	X
7.0 - San Miguel	03	70302	EUCA-70302	Balcony	Residential	86	1,500	0.03%	0.59%	0.00%	0.00%	0.05%	0.89%
7.0 - San Miguel	03	70303			Residential	1,303	X	0.52%	X	0.00%	X	0.78%	X
7.0 - San Miguel	03	70303	EUCA-70303	Balcony	Residential	67	1,370	0.03%	0.54%	0.00%	0.00%	0.04%	0.82%
7.0 - San Miguel	03	70304			Residential	997	X	0.39%	X	0.00%	X	0.59%	X
7.0 - San Miguel	03	70304	EUCA-70304	Balcony	Residential	61	1,058	0.02%	0.42%	0.00%	0.00%	0.04%	0.63%
7.0 - San Miguel	03	70305			Residential	997	X	0.39%	X	0.00%	X	0.59%	X
7.0 - San Miguel	03	70305	EUCA-70305	Balcony	Residential	61	1,058	0.02%	0.42%	0.00%	0.00%	0.04%	0.63%
7.0 - San Miguel	03	70306			Residential	1,309	X	0.52%	X	0.00%	X	0.78%	X
7.0 - San Miguel	03	70306	EUCA-70306	Balcony	Residential	65	1,374	0.03%	0.54%	0.00%	0.00%	0.04%	0.82%
7.0 - San Miguel	03	70307			Residential	997	X	0.39%	X	0.00%	X	0.59%	X
7.0 - San Miguel	03	70307	EUCA-70307	Balcony	Residential	65	1,062	0.03%	0.42%	0.00%	0.00%	0.04%	0.63%
7.0 - San Miguel	04	70401			Residential	2,247	X	0.89%	X	0.00%	X	1.34%	X
7.0 - San Miguel	04	70401	EUCA-70401	Balcony	Residential	423	2,670	0.17%	1.06%	0.00%	0.00%	0.25%	1.59%
7.0 - San Miguel	04	70403			Residential	1,264	X	0.50%	X	0.00%	X	0.75%	X
7.0 - San Miguel	04	70403	EUCA-70403	Balcony	Residential	67	1,331	0.03%	0.53%	0.00%	0.00%	0.04%	0.79%
7.0 - San Miguel	04	70404			Residential	997	X	0.39%	X	0.00%	X	0.59%	X
7.0 - San Miguel	04	70404	EUCA-70404	Balcony	Residential	61	1,058	0.02%	0.42%	0.00%	0.00%	0.04%	0.63%

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7.0 - San Miguel	04	70405			Residential	997	X	0.39%	X	0.00%	X	0.59%	X
7.0 - San Miguel	04	70405	EUCA-70405	Balcony	Residential	61	1,058	0.02%	0.42%	0.00%	0.00%	0.04%	0.63%
7.0 - San Miguel	04	70406			Residential	1,310	X	0.52%	X	0.00%	X	0.78%	X
7.0 - San Miguel	04	70406	EUCA-70406	Balcony	Residential	65	1,375	0.03%	0.54%	0.00%	0.00%	0.04%	0.82%
7.0 - San Miguel	04	70407			Residential	997	X	0.39%	X	0.00%	X	0.59%	X
7.0 - San Miguel	04	70407	EUCA-70407	Balcony	Residential	65	1,062	0.03%	0.42%	0.00%	0.00%	0.04%	0.63%
7.0 - San Miguel	05	70501			Residential	2,309	X	0.91%	X	0.00%	X	1.37%	X
7.0 - San Miguel	05	70501	EUCA-70501	Balcony	Residential	108	2,417	0.04%	0.96%	0.00%	0.00%	0.06%	1.44%
7.0 - San Miguel	05	70502			Residential	2,209	X	0.87%	X	0.00%	X	1.31%	X
7.0 - San Miguel	05	70502	EUCA-70502	Balcony	Residential	105	2,314	0.04%	0.92%	0.00%	0.00%	0.06%	1.38%
7.0 - San Miguel	05	70503			Residential	987	X	0.39%	X	0.00%	X	0.59%	X
7.0 - San Miguel	05	70503	EUCA-70503	Balcony	Residential	93	1,080	0.04%	0.43%	0.00%	0.00%	0.06%	0.64%
7.1 - Megeve	02	71201			Residential	1,471	X	0.58%	X	0.00%	X	0.88%	X
7.1 - Megeve	02	71201	EUCA-71201-1	Juliette	Residential	12	X	0.00%	X	0.00%	X	0.01%	X
7.1 - Megeve	02	71201	EUCA-71201-2	Balcony	Residential	50	1,533	0.02%	0.61%	0.00%	0.00%	0.03%	0.91%
7.1 - Megeve	02	71202			Residential	1,023	X	0.41%	X	0.00%	X	0.61%	X
7.1 - Megeve	02	71202	EUCA-71202	Balcony	Residential	85	1,108	0.03%	0.44%	0.00%	0.00%	0.05%	0.66%
7.1 - Megeve	02	71203			Residential	969	X	0.38%	X	0.00%	X	0.58%	X
7.1 - Megeve	02	71203	EUCA-71203-1	Balcony	Residential	90	X	0.04%	X	0.00%	X	0.05%	X
7.1 - Megeve	02	71203	EUCA-71203-2	Balcony	Residential	53	1,112	0.02%	0.44%	0.00%	0.00%	0.03%	0.66%
7.1 - Megeve	02	71204			Residential	1,032	X	0.41%	X	0.00%	X	0.61%	X
7.1 - Megeve	02	71204	EUCA-71204-1	Balcony	Residential	89	X	0.04%	X	0.00%	X	0.05%	X
7.1 - Megeve	02	71204	EUCA-71204-2	Balcony	Residential	85	1,206	0.03%	0.48%	0.00%	0.00%	0.05%	0.72%
7.1 - Megeve	02	71205			Residential	480	X	0.19%	X	0.00%	X	0.29%	X
7.1 - Megeve	02	71205	EUCA-71205	Juliette	Residential	28	508	0.01%	0.20%	0.00%	0.00%	0.02%	0.30%
7.1 - Megeve	02	71206			Residential	800	X	0.32%	X	0.00%	X	0.48%	X
7.1 - Megeve	02	71206	EUCA-71206	Balcony	Residential	89	889	0.04%	0.35%	0.00%	0.00%	0.05%	0.53%
7.1 - Megeve	02	71207			Residential	999	X	0.40%	X	0.00%	X	0.59%	X
7.1 - Megeve	02	71207	EUCA-71207-1	Balcony	Residential	53	X	0.02%	X	0.00%	X	0.03%	X
7.1 - Megeve	02	71207	EUCA-71207-2	Balcony	Residential	90	1,142	0.04%	0.45%	0.00%	0.00%	0.05%	0.68%
7.1 - Megeve	02	71209			Residential	797	X	0.32%	X	0.00%	X	0.47%	X
7.1 - Megeve	02	71209	EUCA-71209	Juliette	Residential	16	813	0.01%	0.32%	0.00%	0.00%	0.01%	0.48%

AMENDED AND RESTATED													
SUPPLEMENTAL DECLARATION - VILLAGE PLAZA CONDOMINIUMS													
EXHIBIT A													
Ownership Interests in Common Areas, Designation of Unit Type &													
Initial Allocation of General Expenses Common to All Owners, Common to Commercial Owners, & Common to Residential Owners													
Building	Level	Unit # ¹	EUCA # ²	Description ¹	Unit Type	Square Footage ³		Percent of Total Commercial & Residential ^{3 & 4}		Percent of Total Commercial ^{3 & 5}		Percent of Total Residential ⁶	
						Each Unit	Combined Unit Total	Each Unit	Combined Unit Total	Each Unit	Combined Unit Total	Each Unit	Combined Unit Total
7.1 - Megeve	02	71211			Residential	480	X	0.19%	X	0.00%	X	0.29%	X
7.1 - Megeve	02	71211	EUCA-71211	Juliette	Residential	16	496	0.01%	0.20%	0.00%	0.00%	0.01%	0.30%
7.1 - Megeve	03	71301			Residential	1,471	X	0.58%	X	0.00%	X	0.88%	X
7.1 - Megeve	03	71301	EUCA-71301-1	Balcony	Residential	12	X	0.00%	X	0.00%	X	0.01%	X
7.1 - Megeve	03	71301	EUCA-71301-2	Juliette	Residential	50	1,533	0.02%	0.61%	0.00%	0.00%	0.03%	0.91%
7.1 - Megeve	03	71302			Residential	1,023	X	0.41%	X	0.00%	X	0.61%	X
7.1 - Megeve	03	71302	EUCA-71302	Balcony	Residential	85	1,108	0.03%	0.44%	0.00%	0.00%	0.05%	0.66%
7.1 - Megeve	03	71303			Residential	969	X	0.38%	X	0.00%	X	0.58%	X
7.1 - Megeve	03	71303	EUCA-71303-1	Balcony	Residential	90	X	0.04%	X	0.00%	X	0.05%	X
7.1 - Megeve	03	71303	EUCA-71303-2	Balcony	Residential	53	1,112	0.02%	0.44%	0.00%	0.00%	0.03%	0.66%
7.1 - Megeve	03	71304			Residential	1,032	X	0.41%	X	0.00%	X	0.61%	X
7.1 - Megeve	03	71304	EUCA-71304-1	Balcony	Residential	89	X	0.04%	X	0.00%	X	0.05%	X
7.1 - Megeve	03	71304	EUCA-71304-2	Balcony	Residential	85	1,206	0.03%	0.48%	0.00%	0.00%	0.05%	0.72%
7.1 - Megeve	03	71305			Residential	480	X	0.19%	X	0.00%	X	0.29%	X
7.1 - Megeve	03	71305	EUCA-71305	Juliette	Residential	28	508	0.01%	0.20%	0.00%	0.00%	0.02%	0.30%
7.1 - Megeve	03	71306			Residential	797	X	0.32%	X	0.00%	X	0.47%	X
7.1 - Megeve	03	71306	EUCA-71306	Balcony	Residential	89	886	0.04%	0.35%	0.00%	0.00%	0.05%	0.53%
7.1 - Megeve	03	71307			Residential	999	X	0.40%	X	0.00%	X	0.59%	X
7.1 - Megeve	03	71307	EUCA-71307-1	Balcony	Residential	53	X	0.02%	X	0.00%	X	0.03%	X
7.1 - Megeve	03	71307	EUCA-71307-2	Balcony	Residential	90	1,142	0.04%	0.45%	0.00%	0.00%	0.05%	0.68%
7.1 - Megeve	03	71309			Residential	797	X	0.32%	X	0.00%	X	0.47%	X
7.1 - Megeve	03	71309	EUCA-71309	Juliette	Residential	16	813	0.01%	0.32%	0.00%	0.00%	0.01%	0.48%
7.1 - Megeve	03	71311			Residential	496	X	0.20%	X	0.00%	X	0.30%	X
7.1 - Megeve	03	71311	EUCA-71311	Juliette	Residential	16	512	0.01%	0.20%	0.00%	0.00%	0.01%	0.30%
7.1 - Megeve	04	71401			Residential	1,471	X	0.58%	X	0.00%	X	0.88%	X
7.1 - Megeve	04	71401	EUCA-71401-1	Juliette	Residential	12	X	0.00%	X	0.00%	X	0.01%	X
7.1 - Megeve	04	71401	EUCA-71401-2	Balcony	Residential	50	1,533	0.02%	0.61%	0.00%	0.00%	0.03%	0.91%
7.1 - Megeve	04	71402			Residential	1,023	X	0.41%	X	0.00%	X	0.61%	X
7.1 - Megeve	04	71402	EUCA-71402	Balcony	Residential	85	1,108	0.03%	0.44%	0.00%	0.00%	0.05%	0.66%
7.1 - Megeve	04	71403			Residential	969	X	0.38%	X	0.00%	X	0.58%	X
7.1 - Megeve	04	71403	EUCA-71403-1	Balcony	Residential	90	X	0.04%	X	0.00%	X	0.05%	X
7.1 - Megeve	04	71403	EUCA-71403-2	Balcony	Residential	53	1,112	0.02%	0.44%	0.00%	0.00%	0.03%	0.66%
7.1 - Megeve	04	71404			Residential	1,032	X	0.41%	X	0.00%	X	0.61%	X

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Initial Allocation of General Expenses Common to All Owners, Common to Commercial Owners, & Common to Residential Owners													
Building	Level	Unit # ¹	EUCA # ²	Description ¹	Unit Type	Square Footage ³		Percent of Total Commercial & Residential ^{3 & 4}		Percent of Total Commercial ^{3 & 5}		Percent of Total Residential ⁶	
						Each Unit	Combined Unit Total	Each Unit	Combined Unit Total	Each Unit	Combined Unit Total	Each Unit	Combined Unit Total
7.1 - Megeve	04	71404	EUCA-71404-1	Balcony	Residential	89	X	0.04%	X	0.00%	X	0.05%	X
7.1 - Megeve	04	71404	EUCA-71404-2	Balcony	Residential	85	1,206	0.03%	0.48%	0.00%	0.00%	0.05%	0.72%
7.1 - Megeve	04	71405			Residential	480	X	0.19%	X	0.00%	X	0.29%	X
7.1 - Megeve	04	71405	EUCA-71405	Juliette	Residential	28	508	0.01%	0.20%	0.00%	0.00%	0.02%	0.30%
7.1 - Megeve	04	71406			Residential	797	X	0.32%	X	0.00%	X	0.47%	X
7.1 - Megeve	04	71406	EUCA-71406	Balcony	Residential	89	886	0.04%	0.35%	0.00%	0.00%	0.05%	0.53%
7.1 - Megeve	04	71407			Residential	999	X	0.40%	X	0.00%	X	0.59%	X
7.1 - Megeve	04	71407	EUCA-71407-1	Balcony	Residential	53	X	0.02%	X	0.00%	X	0.03%	X
7.1 - Megeve	04	71407	EUCA-71407-2	Balcony	Residential	90	1,142	0.04%	0.45%	0.00%	0.00%	0.05%	0.68%
7.1 - Megeve	04	71409			Residential	797	X	0.32%	X	0.00%	X	0.47%	X
7.1 - Megeve	04	71409	EUCA-71409	Juliette	Residential	16	813	0.01%	0.32%	0.00%	0.00%	0.01%	0.48%
7.1 - Megeve	04	71411			Residential	496	X	0.20%	X	0.00%	X	0.30%	X
7.1 - Megeve	04	71411	EUCA-71411	Juliette	Residential	16	512	0.01%	0.20%	0.00%	0.00%	0.01%	0.30%
7.1 - Megeve	05	71501			Residential	526	X	0.21%	X	0.00%	X	0.31%	X
7.1 - Megeve	05	71501	EUCA-71501	Juliette	Residential	50	576	0.02%	0.23%	0.00%	0.00%	0.03%	0.34%
7.1 - Megeve	05	71502			Residential	1,023	X	0.41%	X	0.00%	X	0.61%	X
7.1 - Megeve	05	71502	EUCA-71502	Balcony	Residential	85	1,108	0.03%	0.44%	0.00%	0.00%	0.05%	0.66%
7.1 - Megeve	05	71503			Residential	1,068	X	0.42%	X	0.00%	X	0.64%	X
7.1 - Megeve	05	71503	EUCA-71503-1	Balcony	Residential	90	X	0.04%	X	0.00%	X	0.05%	X
7.1 - Megeve	05	71503	EUCA-71503-2	Balcony	Residential	53	1,211	0.02%	0.48%	0.00%	0.00%	0.03%	0.72%
7.1 - Megeve	05	71504			Residential	1,032	X	0.41%	X	0.00%	X	0.61%	X
7.1 - Megeve	05	71504	EUCA-71504-1	Balcony	Residential	89	X	0.04%	X	0.00%	X	0.05%	X
7.1 - Megeve	05	71504	EUCA-71504-2	Balcony	Residential	85	1,206	0.03%	0.48%	0.00%	0.00%	0.05%	0.72%
7.1 - Megeve	05	71505			Residential	480	X	0.19%	X	0.00%	X	0.29%	X
7.1 - Megeve	05	71505	EUCA-71505	Juliette	Residential	28	508	0.01%	0.20%	0.00%	0.00%	0.02%	0.30%
7.1 - Megeve	05	71506			Residential	797	X	0.32%	X	0.00%	X	0.47%	X
7.1 - Megeve	05	71506	EUCA-71506	Balcony	Residential	89	886	0.04%	0.35%	0.00%	0.00%	0.05%	0.53%
7.1 - Megeve	05	71507			Residential	999	X	0.40%	X	0.00%	X	0.59%	X
7.1 - Megeve	05	71507	EUCA-71507-1	Balcony	Residential	53	X	0.02%	X	0.00%	X	0.03%	X
7.1 - Megeve	05	71507	EUCA-71507-2	Balcony	Residential	90	1,142	0.04%	0.45%	0.00%	0.00%	0.05%	0.68%
7.1 - Megeve	05	71509			Residential	797	X	0.32%	X	0.00%	X	0.47%	X
7.1 - Megeve	05	71509	EUCA-71509	Juliette	Residential	16	813	0.01%	0.32%	0.00%	0.00%	0.01%	0.48%

AMENDED AND RESTATED													
SUPPLEMENTAL DECLARATION - VILLAGE PLAZA CONDOMINIUMS													
EXHIBIT A													
Ownership Interests in Common Areas, Designation of Unit Type &													
Initial Allocation of General Expenses Common to All Owners, Common to Commercial Owners, & Common to Residential Owners													
Building	Level	Unit # ¹	EUCA # ²	Description ¹	Unit Type	Square Footage ³		Percent of Total Commercial & Residential ^{3 & 4}		Percent of Total Commercial ^{3 & 5}		Percent of Total Residential ⁶	
						Each Unit	Combined Unit Total	Each Unit	Combined Unit Total	Each Unit	Combined Unit Total	Each Unit	Combined Unit Total
7.1 - Megeve	05	71511			Residential	496	X	0.20%	X	0.00%	X	0.30%	X
7.1 - Megeve	05	71511	EUCA-71511	Juliette	Residential	16	512	0.01%	0.20%	0.00%	0.00%	0.01%	0.30%
Subtotal - Residential:						168,075	168,075	66.55%	66.55%	0.00%	0.00%	100.00%	100.00%
Total - Commercial & Residential:						252,568	252,568	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
¹ Any Lock-Off Unit listed within a combined unit total for any Unit may not be separately sold except as provided at Section 3.3 of the Supplemental Declaration													
² All EUCAs listed within a combined unit total for any Unit are reserved for the exclusive use of that Unit													
³ It is likely that the design of Commercial Units will be modified prior to final construction. If square footages are modified, the percentages shown on this Exhibit A will in turn be modified.													
⁴ Allocation of Ownership in Common Areas, and of General Expenses Common to All Owners													
⁵ Allocation of General Expenses Common to Commercial Owners													
⁶ Allocation of General Expenses Common to Residential Owners													

Exhibit B

Common Area Unit List

[on following pages]

AMENDED AND RESTATED					
SUPPLEMENTAL DECLARATION - VILLAGE PLAZA CONDOMINIUMS					
EXHIBIT B					
COMMON AREA UNIT LIST					
Building	Level	Unit #	Description	Unit Type	Square Footage
Garage	G	CA-04	Stairs	CA	241
Garage	G	CA-06	Mechanical	CA	982
Garage	G	CA-07	Mechanical	CA	3,219
Garage	G	CA-08	Stairs	CA	189
Garage	G	CA-09	Vestibule	CA	186
Garage	G	CA-4003	Elev.	CA	68
Garage	G	CA-13	Electrical	CA	541
Garage	G	CA-17	Parking	CA	71,623
Garage	G	CA-21	Alarm/Security	CA	150
Garage	G	CA-25	Elec./Fire Risr.	CA	513
Garage	G	CA-27	Stairs	CA	187
Garage	G	CA-28	Vest.	CA	253
Garage	G	CA-29	Elev.	CA	68
Garage	G	CA-34	Exhaust Air	CA	804
3.1 - Monteverde	G	CA-3101	Elev.	CA	60
3.1 - Monteverde	G	CA-3102	Hallway	CA	641
3.1 - Monteverde	G	CA-3103	Stairs	CA	161
3.1 - Monteverde	G	CA-3105	Mechanical	CA	47
3.1 - Monteverde	G	CA-3104	MDF/IDF/Mechanics	CA	369
3.1 - Monteverde	01	CA-3101	Elev.	CA	60
3.1 - Monteverde	01	CA-3103	Stairs	CA	161
3.1 - Monteverde	01	CA-3104	Hallway	CA	158
3.1 - Monteverde	02	CA-3101	Elev.	CA	60
3.1 - Monteverde	02	CA-3103	Stairs	CA	161
3.1 - Monteverde	02	CA-3105	Hallway	CA	399
3.1 - Monteverde	03	CA-3101	Hallway	CA	408
4.0 - Roseberry	01	CA-4001	Stairs	CA	196
4.0 - Roseberry	01	CA-4002	Stairs	CA	194
4.0 - Roseberry	01	CA-4003	Elev.	CA	72
4.0 - Roseberry	01	CA-4004	Hallway	CA	401
4.0 - Roseberry	01	CA-4005	Ext. Wall	CA	44
4.0 - Roseberry	02	CA-4001	Stairs	CA	193
4.0 - Roseberry	02	CA-4002	Stairs	CA	173
4.0 - Roseberry	02	CA-4003	Elev.	CA	71
4.0 - Roseberry	02	CA-4007	Hallway	CA	2,075
4.0 - Roseberry	02	CA-4011	Maid/IDF	CA	207
4.0 - Roseberry	02	CA-4013	Electrical	CA	112
4.0 - Roseberry	03	CA-4001	Stairs	CA	193
4.0 - Roseberry	03	CA-4002	Stairs	CA	173
4.0 - Roseberry	03	CA-4003	Elev.	CA	72
4.0 - Roseberry	03	CA-4008	Hallway	CA	2,098
4.0 - Roseberry	03	CA-4014	Maid	CA	207
4.0 - Roseberry	03	CA-4015	Laundry	CA	112
4.0 - Roseberry	04	CA-4001	Stairs	CA	193
4.0 - Roseberry	04	CA-4002	Stairs	CA	173
4.0 - Roseberry	04	CA-4003	Elev.	CA	72
4.0 - Roseberry	04	CA-4009	Hallway	CA	2,095
4.0 - Roseberry	04	CA-4016	Laundry	CA	207
4.0 - Roseberry	04	CA-4017	Maid	CA	112
4.0 - Roseberry	05	CA-4001	Stairs	CA	193
4.0 - Roseberry	05	CA-4002	Stairs	CA	173
4.0 - Roseberry	05	CA-4003	Elev.	CA	72
4.0 - Roseberry	05	CA-4010	Hallway	CA	1,972
4.0 - Roseberry	05	CA-4018	Laundry	CA	207

SUPPLEMENTAL DECLARATION - VILLAGE PLAZA CONDOMINIUMS					
EXHIBIT B					
COMMON AREA UNIT LIST					
Building	Level	Unit #	Description	Unit Type	Square Footage
4.0 - Roseberry	05	CA-4019	Maid	CA	112
4.0 - Roseberry	05	CA-4020	Cooling Equip.	CA	67
4.0 - Roseberry	05	CA-4021	Elev. Contr.	CA	41
6.0 - Calvi I	G	CA-6002	Hallway	CA	1,700
6.0 - Calvi I	G	CA-6003	Stair	CA	184
6.0 - Calvi I	G	CA-6004	Elev.	CA	67
6.0 - Calvi I	G	CA-6016	Maid	CA	36
6.0 - Calvi I	G	CA-6007	Mechanical	CA	230
6.0 - Calvi I	G	CA-6018	IDF	CA	36
6.0 - Calvi I	G	CA-6019	Vestibule	CA	111
6.0 - Calvi I	G	CA-6020	Elev. Equip.	CA	101
6.0 - Calvi I	G	CA-6021	Electrical	CA	168
6.0 - Calvi I	01	CA-6001	Stair	CA	193
6.0 - Calvi I	01	CA-6003	Stair	CA	211
6.0 - Calvi I	01	CA-6004	Elev.	CA	67
6.0 - Calvi I	01	CA-6008	Hallway	CA	738
6.0 - Calvi I	02	CA-6001	Stair	CA	193
6.0 - Calvi I	02	CA-6003	Stair	CA	158
6.0 - Calvi I	02	CA-6004	Elev.	CA	67
6.0 - Calvi I	02	CA-6010	Hallway	CA	1,347
6.0 - Calvi I	03	CA-6001	Stair	CA	193
6.0 - Calvi I	03	CA-6003	Stair	CA	158
6.0 - Calvi I	03	CA-6004	Elev.	CA	67
6.0 - Calvi I	03	CA-6011	Hallway	CA	1,557
6.0 - Calvi I	04	CA-6001	Stair	CA	193
6.0 - Calvi I	04	CA-6003	Stair	CA	158
6.0 - Calvi I	04	CA-6004	Elev.	CA	66
6.0 - Calvi I	04	CA-6012	Hallway	CA	1,377
6.0 - Calvi I	05	CA-6003	Stair	CA	216
6.0 - Calvi I	05	CA-6004	Elev.	CA	66
6.0 - Calvi I	05	CA-6014	Hallway	CA	86
6.0 - Calvi I	05	CA-6015	Hallway	CA	257
6.0 - Calvi I	05	CA-6017	Mech.	CA	477
6.1 - Calvi II	G	CA-6101	Elev.	CA	58
6.1 - Calvi II	G	CA-6103	Hallway	CA	2,009
6.1 - Calvi II	G	CA-6104	Stairs	CA	171
6.1 - Calvi II	G	CA-6106	Mech	CA	2,716
6.1 - Calvi II	G	CA-6112	MDF	CA	162
6.1 - Calvi II	G	CA-6113	Elec.	CA	418
6.1 - Calvi II	G	CA-6122	Elec.	CA	69
6.1 - Calvi II	G	CA-6123	MDF	CA	61
6.1 - Calvi II	G	CA-6124	Elev. Equip.	CA	65
6.1 - Calvi II	01	CA-6101	Elev.	CA	58
6.1 - Calvi II	01	CA-6104	Stairs	CA	171
6.1 - Calvi II	01	CA-6116	Hallway / Lobby	CA	626
6.1 - Calvi II	01	CA-6107	Hallway	CA	266
6.1 - Calvi II	01	CA-6108	Stairs (down)	CA	99
6.1 - Calvi II	01	CA-6125	Stairs	CA	145
6.1 - Calvi II	02	CA-6101	Elev.	CA	58
6.1 - Calvi II	02	CA-6104	Stairs	CA	172
6.1 - Calvi II	02	CA-6108	Stairs (up)	CA	124
6.1 - Calvi II	02	CA-6109	Hallway	CA	1,203
6.1 - Calvi II	02	CA-6114	Maid	CA	42
6.1 - Calvi II	02	CA-6125	Stairs	CA	145
6.1 - Calvi II	03	CA-6101	Elev.	CA	58

SUPPLEMENTAL DECLARATION - VILLAGE PLAZA CONDOMINIUMS					
EXHIBIT B					
COMMON AREA UNIT LIST					
Building	Level	Unit #	Description	Unit Type	Square Footage
6.1 - Calvi II	03	CA-6104	Stairs	CA	159
6.1 - Calvi II	03	CA-6110	Hallway	CA	1,252
6.1 - Calvi II	03	CA-6125	Stairs	CA	145
6.1 - Calvi II	04	CA-6101	Elev.	CA	58
6.1 - Calvi II	04	CA-6104	Stairs	CA	159
6.1 - Calvi II	04	CA-6111	Hallway	CA	1,207
6.1 - Calvi II	04	CA-6125	Stairs	CA	145
6.1 - Calvi II	05	CA-6101		CA	0
6.1 - Calvi II	05	CA-6102	Wall	CA	22
6.1 - Calvi II	05	CA-6104	Stairs	CA	159
6.1 - Calvi II	05	CA-6117	Mech	CA	989
7.0 - San Miguel	G	CA-7001	Stairs	CA	165
7.0 - San Miguel	G	CA-7002	Electrical	CA	459
7.0 - San Miguel	G	CA-7003	MDF	CA	43
7.0 - San Miguel	G	CA-7004	Elev.	CA	68
7.0 - San Miguel	G	CA-7005	Wall	CA	153
7.0 - San Miguel	G	CA-7006	Stairs	CA	205
7.0 - San Miguel	G	CA-7007	Lobby	CA	183
7.0 - San Miguel	01	CA-7001	Ext. Stair	CA	160
7.0 - San Miguel	01	CA-7004	Elev.	CA	74
7.0 - San Miguel	01	CA-7008	Stairs	CA	173
7.0 - San Miguel	01	CA-7009	Ext. Wall	CA	54
7.0 - San Miguel	01	CA-7010	Stairs	CA	155
7.0 - San Miguel	01	CA-7011	Hallway	CA	357
7.0 - San Miguel	01	CA-7022	Ext. Wall	CA	52
7.0 - San Miguel	01	CA-7023	Hallway/Seating	CA	2,057
7.0 - San Miguel	02	CA-7004	Elev.-1	CA	74
7.0 - San Miguel	02	CA-7008	Stairs	CA	173
7.0 - San Miguel	02	CA-7010	Stairs	CA	155
7.0 - San Miguel	02	CA-7012	Hallway	CA	1,428
7.0 - San Miguel	02	CA-7017	Maid	CA	42
7.0 - San Miguel	03	CA-7004	Elev.	CA	74
7.0 - San Miguel	03	CA-7008	Stairs	CA	173
7.0 - San Miguel	03	CA-7010	Stairs	CA	155
7.0 - San Miguel	03	CA-7013	Hallway	CA	1,428
7.0 - San Miguel	03	CA-7018	Maid	CA	42
7.0 - San Miguel	04	CA-7004	Elev.	CA	74
7.0 - San Miguel	04	CA-7008	Stairs	CA	173
7.0 - San Miguel	04	CA-7010	Stairs	CA	155
7.0 - San Miguel	04	CA-7014	Hallway	CA	1,370
7.0 - San Miguel	04	CA-7019	Maid	CA	42
7.0 - San Miguel	05	CA-7004	Elev.-1	CA	74
7.0 - San Miguel	05	CA-7008	Stairs	CA	173
7.0 - San Miguel	05	CA-7010	Stairs	CA	155
7.0 - San Miguel	05	CA-7015	Hallway	CA	1,193
7.0 - San Miguel	05	CA-7020	Maid/IDF	CA	15
7.0 - San Miguel	05	CA-7021	Mech.	CA	251
7.1 - Megeve	01	CA-7101	Stairs	CA	289
7.1 - Megeve	01	CA-7102	Stairs	CA	243
7.1 - Megeve	01	CA-7103	Elev.	CA	91
7.1 - Megeve	01	CA-7104	Hallway	CA	587
7.1 - Megeve	01	CA-7110	Elect.	CA	278
7.1 - Megeve	02	CA-7101	Stairs	CA	162
7.1 - Megeve	02	CA-7102	Stairs	CA	173
7.1 - Megeve	02	CA-7103	Elev.	CA	72

SUPPLEMENTAL DECLARATION - VILLAGE PLAZA CONDOMINIUMS					
EXHIBIT B					
COMMON AREA UNIT LIST					
Building	Level	Unit #	Description	Unit Type	Square Footage
7.1 - Megeve	02	CA-7105	Hallway	CA	2,071
7.1 - Megeve	02	CA-7113	Maid	CA	90
7.1 - Megeve	02	CA-7114	Laundry	CA	89
7.1 - Megeve	03	CA-7101	Stairs	CA	162
7.1 - Megeve	03	CA-7102	Stairs	CA	173
7.1 - Megeve	03	CA-7103	Elev.	CA	72
7.1 - Megeve	03	CA-7106	Hallway	CA	2,082
7.1 - Megeve	03	CA-7115	Maid	CA	90
7.1 - Megeve	03	CA-7116	Laundry	CA	89
7.1 - Megeve	04	CA-7101	Stairs	CA	162
7.1 - Megeve	04	CA-7102	Stairs	CA	173
7.1 - Megeve	04	CA-7103	Elev.	CA	72
7.1 - Megeve	04	CA-7107	Hallway	CA	2,082
7.1 - Megeve	04	CA-7117	Maid	CA	90
7.1 - Megeve	04	CA-7118	Laundry	CA	89
7.1 - Megeve	05	CA-7101	Stairs	CA	162
7.1 - Megeve	05	CA-7102	Stairs	CA	173
7.1 - Megeve	05	CA-7103	Elev.	CA	72
7.1 - Megeve	05	CA-7108	Hallway	CA	2,027
7.1 - Megeve	05	CA-7119	Maid	CA	90
7.1 - Megeve	05	CA-7120	Laundry	CA	88
7.1 - Megeve	05	CA-7121	Elev. Control	CA	60
					141,590

Exhibit C

Bylaws

[on following pages]

**BYLAWS
OF
TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM ASSOCIATION, INC.**

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**BYLAWS
OF
TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM ASSOCIATION, INC.
AN IDAHO NONPROFIT CORPORATION**

ARTICLE 1. Definitions

These Bylaws of Tamarack Resort Village Plaza Condominium Association, Inc., an Idaho nonprofit corporation ("Bylaws") shall govern the Tamarack Resort Village Plaza Condominium Association, Inc. ("Association") and are effective December 20, 2019. Each term in these Bylaws with its first letter capitalized shall have the meaning defined herein. Any term not defined herein shall have the meaning set forth in the Amended and Restated Supplemental Declaration for Tamarack Resort Village Plaza Condominiums, as it may be amended or supplemented ("Declaration").

1.1 Affirmative Vote of a Majority of the Classes: The Affirmative Vote Of A Majority Of The Owners shall be achieved on any particular matter if (and only if) (a) the Declarant votes in favor of such matter; and, (b) at least 51% of the votes of the Owners of Residential Units and at least 51% of the votes of the Owners of Commercial Units. For the purpose of determining the vote of any of the above groupings of Units, the presence of a majority of the votes of such grouping of Units, as determined by the Bylaws, at a meeting at which a quorum is established, in person or by proxy and entitled to vote on such matter shall be deemed the vote of such class. Notwithstanding the foregoing, in the event that there is no Declarant, the favorable vote of Declarant shall not be considered in determining a majority. Notwithstanding any other provision to the contrary in the Village Plaza Documents, as defined below, this definition may not be amended without an Affirmative Vote Of A Majority Of The Owners as defined herein.

1.2 Majority Vote of the Directors: A Majority Vote of the Directors, as used herein, shall mean a majority of the combined Class A and B Directors who are present at a Board meeting at which a quorum is present.

1.3 Village Plaza Condominiums: The term "the Village Plaza Condominiums" shall have the same meaning as the term "the Affected Property" as defined in the Declaration.

ARTICLE 2. Principal Office and Address

The principal office of the Association shall be at 311 Village Drive, Tamarack, Idaho 83615. The Association may also have offices and may carry on its purposes at such other places within and outside the State of Idaho as the Board may from time to time determine. The principal office of the Association may be changed by the Board by the recordation of a Notice of Change of Principal Office.

The mailing address of the Association shall be 8211 West Broward Boulevard, Suite 230, Plantation Florida 33324. Such address may be changed from time to time upon written notice to all members and all mortgagees or beneficiaries of deeds of trust whose names have been previously filed with the Association.

ARTICLE 3. Membership, Voting, Quorum and Proxies

3.1 Membership: Diagram 3.1 illustrates the Association membership classes, as more fully and completely described in this Section 3.1 below.

Association	
Membership Classes	
Class	Summary of Members
Class A Residential	Owners of Residential Units
Class B Commercial	Owners of Commercial Units
Class C Declarant	Declarant

Diagram 3.1

(a) Regular Memberships:

(i) Class A Residential: There shall be one Class A Residential Regular Membership in the Village Plaza attributable to fee simple title ownership of each Residential Unit located in the Village Plaza.

(ii) Class B Commercial: There shall be one Class B Commercial Regular Membership in the Association attributable to fee simple title ownership of each Commercial Unit located in the Village Plaza.

(iii) Owner Member: Each such Regular Membership associated with the ownership of a Unit shall be appurtenant to the fee simple title to such Unit. The Owner of a Unit shall automatically be the holder of the Regular Membership appurtenant to that Unit and title to and ownership of the Regular Membership for that Unit shall automatically pass with fee simple title to the Unit. If fee simple title to a Unit is held by more than one person or entity, the Regular Membership appurtenant to that Unit shall be shared by all such persons or entities in the same proportionate interest and by the same type of ownership as fee simple title to the Unit is held.

(iv) Regular Memberships in the Association shall be limited to Owners within the Village Plaza: A party may hold more than one Regular Membership and may also hold other forms of Membership. The Class C member shall also hold a Class A or Class B membership for each Unit owned which is associated with a Class A or B membership. For example, if the Class C Member owns two Units associated with a Class A membership, and four Units which are associated with a Class B membership, it would hold the Class C membership, two Class A memberships, and four Class B memberships.

(b) Priority Memberships:

(i) Class C Declarant: Declarant at all times shall have and be deemed to hold a Priority Membership in the Association whether or not Declarant is an Owner. As the holder of this Declarant Priority Membership,

Declarant shall have the right to appoint directors, as provided in these Bylaws and the Declaration. In addition to all rights granted to it hereunder, the Class C Declarant member shall be entitled to notice of all meetings of any class or combined classes of members and shall be entitled to speak and be heard at any such meeting. The Class C Declarant member may at any time give the Association notice that it wishes to resign as a member, which notice shall be accompanied by the written resignations of all Class C directors which have not been assigned, in which case the Board shall be reduced by the number of directors the Class C member was then entitled to elect and the Class C member shall have no further rights or obligations hereunder.

(ii) Intentionally Omitted:

(c) This Section 3.1 may be amended only by the Affirmative Vote of a Majority of the Classes.

3.2 Voting:

(a) The Association shall have the three classes of voting membership set forth below; a member may belong to more than one class:

(i) Class A Residential: A Class A member shall be entitled to one vote for each Residential Unit owned. In addition to any of Declarant's rights as the Class C Declarant member, Declarant shall be entitled to one vote for each Residential Unit owned.

(ii) Class B Commercial: A Class B member shall be entitled to one vote for each Commercial Unit owned which is located in the Village Plaza, and which Unit is at least 700 square feet in size. This section 3.2(a)(ii) may be amended by the Board at any time, including but not limited to a voting structure that would provide different voting rights for different Class B Units. No Class B member shall have any vested right in the voting structure presented in this section 3.2(a)(ii). In addition to any of Declarant's rights as the Class C Declarant member, Declarant shall be entitled to one vote for each Commercial Unit owned.

(iii) Class C Declarant: The Declarant Priority Member shall constitute the entire Class C membership.

(b) If a membership in any class is held by more than one person or entity, the holders thereof may vote in any manner in which they all agree as set forth in a written instrument delivered to the Association. Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes should be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Unit(s) from which the vote derived.

(c) At any meeting of a single class of members, such members shall be entitled to vote only the votes to which they are entitled pursuant to being members of such class. At any meeting of the combined classes of membership where a vote of combined classes of members is to be taken, each member shall be entitled to vote the number of votes for each class of which it is a member.

(d) This Section 3.2 may be amended only by the Affirmative Vote of a Majority of the Classes.

3.3 Record Date: The Board shall have the power to fix in advance a date as a record date for the purpose of determining members entitled to notice of or to vote at any meeting or to be furnished with any other information or material, or in order to make a determination of membership, for any purpose other than assessments which are provided for in Article 9 herein. The members existing on any such record date shall be deemed members for such notice, vote, meeting, furnishing of information or material or other purpose and for any supplementary notice or information or material with respect to the same matter and for any adjournment of the same meeting.

A record date shall not be more than 50 days prior to the date on which the particular action requiring determination of membership is proposed or expected to be taken or to occur.

If no record date is established for a meeting, the date on which written notice of such meeting is first given to any member shall be deemed the record date for the meeting.

3.4 Quorum: Except as otherwise provided in the Articles or these Bylaws, the presence in person or by proxy of members of a class who are entitled to vote more than 20 percent of the total votes for the members of such class shall constitute a quorum for such class where a vote by class is required (class quorum). The presence in person or by proxy of members who are entitled to vote more than 20 percent of the votes of all of the different class members combined shall constitute a quorum where a vote by the combined classes is required (combined quorum).

3.5 Proxies: Votes may be cast in person or by proxy. Every proxy must be executed in writing by the member or his duly authorized attorney-in-fact. Except as provided in Article 11 herein, no proxy shall be valid after the expiration of eleven months from the date of its execution, and every proxy shall automatically cease at such time as the member granting the proxy no longer qualifies as a member in the class of voting membership for which vote the proxy was given.

3.6 Majority Vote: At any meeting of members where a vote by class is required, if a class quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the members of such class unless the vote of a greater number is required by law, the Articles, the Declaration or these Bylaws as from time to time in force and effect. At any meeting of the combined members of all classes where a vote by class is not required, if a combined quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the combined class

members, unless the vote of a greater number is required by law, the Articles, the Declaration or these Bylaws as from time to time in force and effect.

ARTICLE 4. Membership Meetings

4.1 Annual Meeting: The annual meeting of the members shall be held the last week in the month of August in each year, or at such other date designated by the Board, for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

4.2 Special Meetings: Special meetings of any class of members or the combined classes of members, for any purpose, unless otherwise prescribed by statute, may be called by the president or by the Board, and shall be called by the president at the request of the members entitled to vote 30 percent or more of the total votes of such class or combined classes of members.

4.3 Place Of Meeting: The Board shall designate a place in Valley County as the place for any annual meeting or for any special meeting of the members called by the Board. A waiver of notice signed by all members entitled to vote at a meeting may designate any place, either within or outside Idaho, as the place for such meeting. If no designation is made, or if a special meeting shall be called otherwise than by the Board, the place of meeting shall be the principal office of the Association in Tamarack Resort.

4.4 Notice Of Meeting: Written or printed notice of any meeting of the members stating the place, day and hour of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered personally or by mail or by facsimile transmission to each member entitled to vote at such meeting not less than 10 nor more than 50 days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears in the office of the Association, with postage thereon prepaid. If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at corporate expense.

4.5 Informal Action By Members: Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if all of the members entitled to vote with respect to the subject matter thereof are given notice of the subject matter pursuant to Section 4.4; and, at least a quorum vote in writing on the matter. Approval of a subject matter by such method shall have the same force and effect as approval pursuant to a vote taken at a meeting of such members.

ARTICLE 5. Board of Directors

5.1 Number, Tenure And Qualifications: The control and management of the Association and the disposition of its funds and property shall be vested in a Board of Directors ("Board"). Directors need not be members of the Association. Directors shall be elected or appointed for terms as set forth below; provided, however, that if there are no members entitled to vote in a particular class, no director shall be elected or appointed by that class. Diagram 5.1 illustrates the allocation of directors among the Association membership classes, as is further described in this Section 5.1 below.

Association	
Board of Directors	
No of Directors	Class
2	Class A Residential
2	Class B Commercial
5	Class C Declarant

Diagram 5.1

(a) **Class A Residential:** Class A Residential members who own Residential Units in the Village Plaza shall elect two directors, each to be known as the Class A Directors. The Class A Directors shall hold such office for a term of one year.

(b) **Class B Commercial:** Class B Commercial members who own Commercial Units in the Village Plaza shall elect two directors, each to be known as the Class B Directors. The Class B Directors shall hold such office for a term of one year.

(c) **Class C Declarant:** The Class C Declarant Member shall appoint five directors, each to be known as Class C Directors. The Class C Directors shall hold office for a term of one year and are subject to the provisions set forth in the Declaration.

This Section 5.1 may be amended by the Affirmative Vote of a Majority of the Classes, or by the Board; provided, in the case of amendment by the Board, the ratio of Class A Residential Directors to total directors and of Class B Commercial Directors to total directors shall not be reduced.

5.2 Executive Committee and Subcommittees: The Board may by resolution designate no less than three of their number to constitute an executive committee of Association Board members, which shall have and exercise all of the power of the Board in the management of the business and affairs of the Association or such lesser authority as may be set forth in such resolution ("Executive Committee"). The Board may also by resolution designate no less than one of their number to constitute or chair a subcommittee of Association Board Members, Officers, and/or non Association Board members, which shall have and exercise all of the power granted to it by the Board in the management of the business and affairs of the Association as may be set forth in such resolution ("Subcommittee"). The Board may also form committees of Association Members to advise the Board. No such delegation of authority shall relieve the Board or any member of the Board from any responsibility imposed by law.

5.3 Resignations, Removals & Vacancies: Any director may resign at any time by giving written notice to the president or the secretary of the Association. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any director appointed by a priority class may be removed from office either with or without cause at any time by the priority member; and, any director elected by a regular class may be removed from office either with or without cause at any time by at least a seventy five percent (75 %) vote of the members of such class who are present in person or by proxy at a meeting called for such purpose. Any vacancy occurring in the Board by reason of resignation, removal or death of any director elected by

Class A or B members may be filled with an alternate Class A or B Member, as the case may be, by the affirmative vote of a majority of the directors then in office, though less than a quorum. Any vacancy occurring in the Board by reason of resignation or death of any director appointed by the Class C member shall be filled by appointment by the Class C member. Any director elected or appointed to fill any vacancy in the Board shall serve until the expiration of the term of his or her predecessor.

5.4 Regular Meetings: There shall be not less than one “in person” regular meetings of the Board per year. Additional meetings may be held telephonically or by comparable technological conferencing. Any business may be transacted at a regular meeting. The regular meeting of the Board for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of members, or any special meeting of members at which a Board is elected. The Board may also determine that other regular meetings do not require call or formal notice.

5.5 Special Meetings: Special meetings of the Board may be held at any place within Idaho at any time when called by the president, or by a majority of the directors, upon at least 7 days prior notice of the time and place thereof being given to each director by delivery to the director, or by emailing, mailing or telegraphing it prepaid, and addressed to him at his post office address as it appears on the books of the Association, or by telephone or facsimile transmission. Notices shall state the purposes of the meeting. No notice of any adjourned meeting of the directors shall be required. Special meetings may be held telephonically or by comparable technological conferencing.

5.6 Quorum: At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these Bylaws, the Articles or the Declaration. Notwithstanding the foregoing, there shall be no quorum unless all directors appointed by the Class C Declarant Member are present, unless such requirement is unanimously waived by those Class C Declarant Directors who are present. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

5.7 Majority Vote: At any meeting of the Board where a quorum is present, the affirmative vote of a majority of the Directors present at the meeting (i.e. in person or telephone) shall be the act of the Board unless the vote of a greater number of Directors is required by law, the Articles, the Declaration or these Bylaws as from time to time in force and effect.

5.8 Waiver Of Notice: Before, at or after any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him or her except when a director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

5.9 Informal Action By Directors: Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the directors.

ARTICLE 6. Board Powers & Management of Business

6.1 Board of Directors to Exercise General Power: The Board shall have and may exercise all lawful powers of the Association except those which by law, or by the Articles, these Bylaws or the Declaration, expressly require the consent of the members, and including but not limited to those identified in Article 6 of the Declaration.

6.2 No Obligation or Power for Municipal Association Functions: The Association shall not have the power nor the duty to undertake obligations and duties of the Tamarack Municipal Association, unless the Tamarack Municipal Association delegates such powers to the Association at its discretion.

6.3 Additional Powers And Responsibilities: In addition to its general powers, the Board shall have the authority and the responsibility to carry out the following, acting through the Association's officers, and subject to the provisions of the Village Plaza Documents:

(a) **Covenant Enforcement:** To enforce any and all covenants, restrictions, agreements, or rules and regulations applicable to the Village Plaza in any manner provided by the laws of Idaho or the Village Plaza Documents, as from time to time in force and effect.

(b) **Rule Making:** To make and enforce rules and regulation applicable within the Village Plaza for the accomplishment of any of the purposes or to further any of the powers set forth in the Village Plaza Documents, and to amend such rules and regulations.

(c) **Village Plaza Facilities:** To maintain in good order, condition and repair Village Plaza facilities; and, to protect and defend Village Plaza facilities from loss and damages by suit or otherwise; and, to pay taxes on Village Plaza facilities.

(d) **Insurance:** To obtain and maintain insurance in connection with Village Plaza facilities and related personal property in the manner and the amounts provided in the Declaration, and such other insurance as the Board may consider appropriate.

(e) **Assessments:** To levy Common and Special Assessments and fines against the members of the Association as specifically set forth in these Bylaws as from time to time in force and effect, to charge interest on unpaid assessments, to collect charges, fees, fines, penalties and interest in accordance with the Village Plaza Documents as from time to time in force and effect, to create and enforce liens given as security for such assessments, charges, fees, fines, penalties and interest, and to exercise any and all remedies available to the Association under these Bylaws, under other Village Plaza Documents or by applicable law.

(f) **Status Statement:** To cause an appropriate officer to issue, upon written request of any member, a statement setting forth the status of payment of assessments or other balances due, and whether the Association has any outstanding notices of non-compliance with the Declaration by such member. The Association may charge a reasonable fee for such a statement.

(g) **Contracts:** To enter into, make, amend, perform and carry out, or cancel and rescind, contracts, leases, permits, management agreements, and concession agreements for any lawful purposes pertaining to its business.

(h) **Bank Accounts:** To establish bank accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board.

(i) **Guaranties:** To make any guaranty respecting securities, indebtedness, notes, interest, contracts or other obligations created by any individual, partnership, association, corporation or other entity, and to secure such guaranties by encumbrance upon any and all assets of the Association, to the extent that such guaranty is made in pursuance of the purposes herein set forth.

(j) **Loans:** To lend money for any of the purposes set forth herein; to invest its funds from time to time and take and hold real and personal property as security for payment of funds so loaned or invested.

(k) **Borrowing:** To borrow funds or raise moneys for any of the purposes of the Association.

(l) **Real and Personal Property:** To acquire, by gift, purchase, lease, trade or any other method, own, operate, build, manage, maintain, rent, sell, develop, encumber, and otherwise deal in and with real and personal property of every kind and character, tangible and intangible, wherever located, and interests of every sort therein, all in accordance with the Village Plaza Documents.

(m) **Records:** To maintain full and accurate books and records showing all of the receipts, expenses or disbursements of the Association; and, to prepare and upon request deliver to any requesting member an annual statement showing all receipts, expenses or disbursements since the last such statement. Any member may inspect such records upon reasonable notice at any reasonable time.

(n) **Emergency Powers:** The power, exercised by the Association or by any person authorized by it, to enter upon any property not owned or under the control of the Association in the event of any emergency involving imminent danger to life or property, or when necessary to access any portion of such property in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

(o) **Delegation of Powers:** The authority to delegate its powers and duties to sub-associations, committees, officers, employees, or to any person, firm or corporation.

Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by any person or entity of any such duty or power so delegated.

(p) **Power to Carry Out Obligations and Rights:** The Association shall have the power to carry out the obligations and rights described in the Village Plaza Documents.

(q) **Powers Conferred by Law:** The foregoing enumeration of specific powers shall not limit or restrict in any manner the general powers of the Association and the enjoyment and exercise thereof as now or hereafter conferred by the laws of Idaho.

(r) **Implied Powers:** The foregoing enumeration of specific powers shall not limit or restrict in any manner the implied powers of the Association and the enjoyment and exercise thereof as now or hereafter may be reasonably required to carry out the functions provided herein or in any of the Village Plaza Documents or to enforce the provisions of any of the Village Plaza Documents.

6.4 Management of Business: The following provisions are inserted for the management of the business and for the conduct of the affairs of the Association, and are in furtherance of and not in limitation or exclusion of the powers granted herein or by law:

(a) **Execution of Instruments:** Authority to convey or encumber the property of the Association and to execute any deed, contract or other instrument on behalf of the Association is vested in the president or any vice president. All instruments conveying or encumbering such property (whether or not executed as such attorney-in-fact) shall be executed by the president or vice president and attested by the secretary or an assistant secretary of the Association.

(b) **Contracts with Directors, Officers or Members:** No contract or other transaction of the Association with any other person, firm or corporation shall be affected or invalidated by (i) the fact that any one or more of the directors, officers or members of the Association is interested in, or is a director, trustee or officer of another corporation, or (ii) the fact that any director, officer or member, individually or jointly with others, may be a party to or may be interested in any such contract or transaction. Each person who may become a director, officer or member of the Association is hereby relieved from any liability that might otherwise arise by reason of his contracting with the Association for the benefit of himself or any firm or corporation in which he may be in anywise interested.

(c) **Director and Officer Conflicts of Interest:** No contract or other transaction between the Association and one or more of its Directors or Officers, or any other corporation, firm, association, or entity in which one or more of its directors are Directors or Officers or are financially interested, shall be either void or voidable because of such relationship or interest or because such Director or Officer are present at the meeting of the Board or a committee thereof which authorizes, approves or ratifies such contract or transaction or because such Director's or Directors' votes are counted for such purposes, if:

(i) The fact of such relationship or interest is disclosed or known to the Board or committee which authorizes, approves, or ratifies the contract or transaction, and the contract or transaction is authorized, approved or ratified by a vote or consent sufficient for the purpose without counting the vote or consent of such interested Director; or

(ii) The contract or transaction is fair and reasonable to the Association and the fact of such relationship or interest is fully and fairly disclosed or known to the Board.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorized, approves, or ratifies such contract or transaction.

Declarant's appointment of any of its members, directors, officers or employees as a Director of the Association shall specifically not be considered a conflict of interest.

(d) **Compensation:** By resolution of the Board, any director or officer may be paid any one or more of the following: the director's or officer's reasonable expenses incurred, if any, in furtherance of the business or affairs of the Association; a fixed sum for attendance at meetings; or a stated salary as director. No such payment shall preclude any director from serving the Association in any other capacity and receiving compensation therefore.

(e) **Indemnity:** Each director or officer, whether or not then in office and each person who may have served at the request of the Association as a director or officer of another corporation in which it owns capital stock or of which it is a creditor, and his personal representatives and assigns, shall be indemnified by the Association against all costs and expenses reasonably incurred by or imposed upon him in connection with or arising out of any action, suit or proceeding in which he may be involved, or to which he may be made a party by reason of his being or having been such a director or officer (such expenses to include the cost of a reasonable settlement made with a view of curtailment of the costs of litigation), except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to have been liable for negligence or misconduct in the performance of duty to the Association, and the foregoing right of indemnification shall not be exclusive of other rights to which he may be entitled as a matter of law.

(f) **Liability Insurance:** The Association may insure its officers and directors against certain losses which such persons may incur because of their acts or omissions as officers or directors, including, but not limited to, losses resulting from judgments, settlements and costs of litigation. Such insurance shall be limited to reasonable amounts of coverage for such officers and directors.

(g) **Limitation of Liability:** No member of the Association shall be personally liable for any debt or other obligation of the Association, and no property within the Association shall be subject to any lien to enforce the collection of any debt or

other obligation of the Association, except liens for unpaid assessments made in accordance with the Articles, these Bylaws and the Declaration.

ARTICLE 7. Officers and Agents

7.1 General: The officers of the Association shall be a president, one or more vice presidents, a secretary and a treasurer. Such officers shall be elected by majority vote of the Board, and shall be Board members. The Board may appoint such other officers, assistant officers, committees and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. The salaries of all the officers of the Association shall be fixed by the Board. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent or employee are not prescribed by the Bylaws or by the Board, such officer, agent or employee shall follow the orders and instructions of the president or his designee.

7.2 Removal Of Officers: Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

7.3 Vacancies: A vacancy in any office, however occurring, may be filled by the Board for the unexpired portion of the term.

7.4 President: The president shall be the chief executive officer of the Association. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents and employees.

7.5 Vice Presidents: The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the Board, if any. In the absence of the president, the vice president designated by the Board or (if there be no such designation) designated in writing by the president shall have the powers and perform the duties of the president. If no such designation shall be made, all vice presidents may exercise such powers and perform such duties.

7.6 Secretary: The secretary shall:

(a) Keep the minutes of the proceedings of the members, executive committee, subcommittees, and Board;

(b) See that all notices are duly given in accordance with the provisions of these Bylaws, the Articles, the Declaration and as required by law;

(c) Be custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Board;

(d) Keep at the registered office or principal place of business of the Association a record containing the names and registered addresses of all members, the

designation of the property owned or leased by each member, and, if such property is mortgaged and the mortgagee has given the Association notice thereof, the name and address of the mortgagee; and

(e) In general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or by the Board, assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

7.7 Treasurer: The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board. The treasurer shall receive and give receipts for moneys paid in on account of the Association, and shall pay out of the funds on hand all bills, payrolls and other just debts of the Association or whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Board, shall make such reports to it as may be required at any time. The treasurer shall, if required by the Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his or her duties and for the restoration to the Association of all books, papers, vouchers, money and other property of whatever kind in the treasurer's possession or under his or her control belonging to the Association. The treasurer shall have such other powers and perform such other duties as may be from time to time prescribed by the Board or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

7.8 Daily Management of the Association: The Board shall have the authority to hire such employees and agents as it determines are necessary to manage the functions of the Association and to conduct the day to day management of the Association subject to the supervision of the Board and its officers.

ARTICLE 8. Obligations of the Members

8.1 Assessments:

(a) **Class A and B Members:** Each Class A and B Member shall be obligated to pay and shall pay to the Association any annual Common Assessment and Special Assessment and fine levied under Article 9 with respect to such Owner's Unit.

(b) **Class C Declarant:** The Class C Declarant Member shall not be obligated to pay any assessment by reason of its Class C Membership. The Declarant shall, however, pay any assessment due by reason of its Membership in Class A or B as provided for in the Declaration.

(c) Each Regular Member and Priority Member shall comply with any determinations made by the Board with respect to any assessment or fine.

(d) Each member shall pay all charges, fines, penalties, interest, or other amounts payable to the Association in connection with the Common Assessments or

Special Assessments, or otherwise payable under the Declaration, the Articles or these Bylaws.

8.2 Time For Payments: The amount of any assessment, charge for interest or otherwise, fine, penalty or other amount payable by any Owner or with respect to such Owner's lessees, Subowners, Guests or Unit shall become due and payable as specified in Article 9 hereof or by the Board. Any such amount which is delinquent shall bear interest at the Default Rate.

8.3 Lien For Assessments And Other Amounts: All assessments, together with interest from the due date of such assessment at the Default Rate, late charges, costs, and reasonable attorney fees, shall be a charge and continuing lien upon each Unit against which the assessment is made until paid, as more particularly provided in Section 8.5. Each such assessment, together with interest, late charges, costs, and reasonable attorney fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Unit by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title. Each member hereby waives, renounces and releases all rights to a homestead exemption, and any redemption period to the extent allowed by law, which it may acquire by statute or by operation of law.

8.4 Compliance With Village Plaza Documents: Each Member shall comply with all provisions of the Village Plaza Documents as from time to time in force and effect. In addition to all other remedies, the membership rights and privileges of any member or guest, including, but not limited to, the right to vote and the right to use Village Plaza facilities and functions, may be suspended by action of the Board during the period when any assessments or other amounts due relating to such member's Unit remain unpaid; but, upon payment of such assessments or other amounts, such rights and privileges shall be automatically restored. If the Board has adopted and published rules and regulations governing the use of Village Plaza facilities or functions and the personal conduct of any person related thereto, the directors or the officers of the Association may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed 30 days, or if such person is in a continuous violation of such rules and regulations for a period during the violation and continuing for 30 days after such time as the violation ceases.

8.5 Enforcement of Assessments:

(a) **Notice of Default and Acceleration of Assessments:** If any assessment is not paid within thirty (30) days after its due date, the Board may mail a notice of default to the Member. The notice shall substantially set forth (a) the fact that the installment is delinquent; (b) the action required to cure the default; (c) a date not less than ten (10) days from the date of the mailing of the notice by which the default must be cured; and, (d) that the failure to cure the default on or before the date specified in the notice may result in the foreclosure of the lien for assessment against the Unit of the Member and the exercise by the Board of any other remedies either provided herein or allowed by law, including an action against the Member personally, for the delinquent assessment. In such case, and as a condition of the cure of the delinquent assessment, the Member may be

obligated by the Board, at the Board's sole discretion, to additionally pay all costs of enforcement, including without limitation reasonable attorney fees, costs and related expenses and to pay interest at the Default Rate, from the date on which the assessment was due, as well as a reasonable late charge to be determined by the Board.

(b) Enforcement of Assessments: Each Member is and shall be deemed to covenant and agree to pay to the Association each and every assessment provided for in these Bylaws; and agrees to the enforcement of all such assessments in the manner herein specified. In the event an attorney or attorneys are employed for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of the Village Plaza Documents, each Member agrees to pay reasonable attorney fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Member. In addition to any other remedies herein or by law provided, the Board, or its authorized representative, may enforce the obligations of the Member to pay the assessments provided for in this Declaration, and each of them, in any manner provided by law in equity, or without any limitation of the foregoing, by either or both of the following procedures:

(i) Enforcement by Suit: By commencement of a suit at law against any Member or Members personally obligated to pay assessments, for such delinquent assessments as to which they are personally obligated, any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon and/or late charges as provided for herein, costs of collection, court costs and reasonable attorney fees in such amount as the Court may adjudge against the delinquent Member. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

(ii) Enforcement by Lien: There is hereby created a claim of lien, with power of sale, on each and every Unit to secure payment to the Association of any and all assessments levied against any and all Members, together with interest thereon as provided for herein, fines imposed for violation of the Village Plaza Documents, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney fees. The Board or its duly authorized representative may file and record a Notice of Delinquent Assessment on behalf of the Association against the Unit of the defaulting Owner, or against the Unit leased by a defaulting lessee, who has not cured the default as provided in Section 8.5(a) above. The amount of the assessment, plus any costs of collection, expenses attorney fees and interest assessed in accordance with these Bylaws shall be a lien on the Owner's Unit from and after the time the Association records the Notice of Delinquent Assessment. Such Notice shall be executed and acknowledged by any officer of the Association and shall contain substantially the following:

1. The claim of lien made pursuant to these Bylaws;
2. The name of the record Owner;

3. The legal description of the Unit against which claim of lien is made;
4. The name of the defaulting Member, if not the Owner of the Unit (i.e. lessee);
5. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and attorney fees and any other sums allowed in any Village Plaza Document (with any proper offset allowed); and,
6. The name and address of the trustee authorized by the Association to enforce the lien by public sale.

Upon recordation, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Unit against which such assessment was levied. Such lien shall have priority over all liens or claims created subsequent to the recordation of the Notice. Any such lien may be foreclosed by appropriate action in court or in the manner provided by the Idaho Code for the foreclosure of a deed of trust with power of sale, or in any other manner permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale foreclosure. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Members and shall secure payment of all sums set forth in the Notice, together with all sums becoming due and payable in accordance with the Declaration after the date of recordation of said Notice.

The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association.

The sale or transfer of any Unit shall not affect the continued validity or enforceability of the lien, which shall run with and burden the Unit, nor shall it relieve such Unit from the lien for any subsequent assessments. However, the sale or transfer of any Unit pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Unit who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Unit due prior to such acquisition of title. Such unpaid assessments shall be collectible from all members subject to assessment pursuant to these Bylaws, including such acquirer, its successors and assigns. The Owner of a Unit which is sold with unpaid assessments shall also continue to be personally liable therefore.

Each Owner hereby expressly waives any objection to the enforcement and foreclosure of assessment liens in this manner. Upon the timely curing of any default for which a Notice was filed by the Board, the Board shall cause an officer of the Association to record an appropriate release of such Notice in the Office of the County Recorder of Valley County, Idaho. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use or abandonment of his or her Unit.

8.6 Failure to Assess: Failure of the Board to fix assessment amounts or rates or to deliver or mail each member an assessment notice shall not be deemed a waiver, modification, or a release of any member from the obligation to pay assessments. In such event, each member shall continue to pay Common and Special Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

ARTICLE 9. Assessments

Diagram 9.1 provides a summary of assessments, as more fully and completely described in this Article 9 below.

ASSESSMENT SUMMARY		
Assessment Type	Assessment Based On	Applicable Section of Bylaws
COMMON ASSESSMENTS		
Classes A and B	Initially allocated based upon relative square footage of each Residential and Commercial Unit plus any EUCA designated exclusively for use of the Owner of such Unit, plus any External Lot designated exclusively for use of the Owner of such Unit; Board has authority to modify allocation based upon benefits received.	9.1
SPECIAL ASSESSMENTS		
Village Plaza	Levied in the event that the Board determines that other Assessments will be inadequate to meet an unanticipated expense which cannot be deferred to the next budget year. Requires Board approval and the approval of the Declarant.	9.2(a)
Benefited Unit	For improvements, maintenance and/or repairs benefiting a specific group of members; allocated to only those Units which benefit from the improvement, repair and/or maintenance. Improvements, maintenance and/or repairs of Residential Common Areas and General Common Areas within each Building are initially allocated separately within each Building based upon relative square footage of each Residential and Commercial Unit in each Building plus any EUCA designated exclusively for use of the Owner of such Unit; Board has authority to modify allocation based upon benefits received.	9.2(b)

Utilities	For the cost of water, sewer and power usage, and such other utilities as may be determined by the Board; Initially allocated separately within each Building based upon relative square footage of each Residential and Commercial Unit within each Building plus any EUCA designated exclusively for use of the Owner of such Unit; Board has authority to modify allocation based upon benefits received.	9.2(c)
Compliance	Cost to bring into compliance with Village Plaza Documents.	9.2(d)

Diagram 9.1

9.1 Common Assessments:

(a) **Levy of Common Assessment:** The Board shall levy upon and subsequently collect a Common Assessment from each Member whose membership is the result of ownership of a Unit. Based on budget estimates, the Board shall determine and set forth in its annual budget the total Common Assessments necessary to support such budget. Common Assessments shall be based upon the estimated net cash flow requirements of the Association to cover items including, without limitation, the following:

- (i) The cost of routine maintenance, repair and operation of the Open Spaces;
- (ii) Expenses of snow removal, landscaping, care of grounds, common lighting within the Open Spaces;
- (iii) Routine renovations within the Open Spaces;
- (iv) Wages;
- (v) Water, sewer, power and other utility charges for Open Spaces;
- (vi) Legal and accounting fees;
- (vii) Management fees;
- (viii) Expenses and liabilities incurred by the Association under or by reason of these Bylaws or the Declaration which are not allocated as Benefited Unit Assessments;
- (ix) Payment of any deficit remaining from a previous assessment period;
- (x) Creation and supplementation of reserve funds for maintenance, repairs, and replacement of the Open Spaces on a periodic basis;

(xi) Expenses related to security of the Association (the Board may also determine that this cost should be allocated as a Benefited Unit Assessment pursuant to Section 9.2(b) below);

(xii) Administrative expenses; and,

(xiii) Any other expense incurred by the Association in the performance of its duties and exercise of its powers specified and granted herein.

Common Assessments shall not include expenses which are the responsibility of an Owner as delineated at Article 7 of the Declaration. The annual budget shall be reviewed at the annual membership meeting. Declarant's obligation to pay assessments on Units in the Village Plaza has already begun. An Owner's (other than Declarant) obligation to pay assessments shall not commence until the later of the date of closing of the Owner's purchase of the Unit or the issuance by Valley County of a Certificate of Occupancy for such Unit; or, if a Certificate of Occupancy is not available because Valley County elects to not issue Certificates of Occupancy for residential units, then upon the completion of the Unit to a level which entitles Declarant to a final payment from the Purchaser of such Unit.

(b) **Apportionment of Common Assessment:** The Board shall initially allocate the total Common Assessments among Members based upon the relative square footage of each Residential and Commercial Unit in the Property plus any EUCA designated exclusively for use of the Owner of such Unit. The initial allocation of Common Assessments is shown in Exhibit A. The Board shall have the discretion to allocate the total Common Assessments by any other method that the Board finds will result in assessments being equitable in proportion to benefits received. Other methods of allocation include, but are not limited to, allocation among Benefited Units pursuant to Section 9.2(b), allocation on a level by level basis, or some combination thereof,

(c) **Payment of Common Assessment:** Payment of each Common Assessment shall become due and payable, in its entirety on or before December 1, or such other date as the Board may reasonably determine. In addition to any other remedy provided herein, in any other Village Plaza Document, or by law, any portion of any Common Assessment not paid when due and payable shall become a lien on and against all of the real property owned by such Owner in the Association, including any Units owned by such Owner other than the Unit with respect to which the Common Assessment has not been fully paid. The Board, in its sole discretion, in cases of extreme hardship may release any such lien if it receives other security for the payment of the delinquent Common Assessment which it deems sufficient to protect the interest of the Association. Notwithstanding the foregoing, any Unit which is exempt from taxation pursuant to Title 63, Chapter 6 of the Idaho Code as amended (or any comparable statute), or any property, real or personal, owned by the Association, by the State and its political subdivisions may be granted an exemption from the Association Common Assessment by the Board; provided that the Board specifically approves such exemption in each particular case.

9.2 Special Assessments: Special Assessments shall include Village Plaza Assessments, Benefited Unit Assessments, Utility Assessments, and Compliance Assessments as those terms are used below. They shall be imposed as provided in this Section 9.2 and shall be collected by the Association. In addition to all other remedies provided in any Village Plaza Document, or by law, any portion of any Special Assessment not paid by any member when due and payable shall become a lien on and against all of the real property owned or leased by such member in the Association. The Board, in its sole discretion, in cases of extreme hardship may release any such lien if it receives other security for the payment of the delinquent Special Assessments which it deems sufficient to protect the interests of the Association.

(a) **Village Plaza Assessments:** The Board may levy in any fiscal year one or more Village Plaza Assessments, applicable to that year only, in the event that the Board determines that other Assessments will be inadequate to meet an unanticipated expense which cannot be deferred to the next budget year. No Village Plaza Assessment shall be levied without the affirmative vote or written consent of the Declarant and a majority of the Class A and B Directors. Such a vote shall be held at a meeting of the Directors scheduled for the purpose of considering such a matter, at which a quorum is present. Notice of such meeting shall set forth the purpose therefore and shall be sent to all Directors and all Members not less than fifteen (15) days nor more than sixty (60) days in advance of such meeting. The Board shall make such assessments in proportion to each member's total Common Assessment contribution to the Association for the current fiscal year, or in the same proportion as the area of each Benefited Unit is to the area of all the Benefited Units, or equally among all Benefited Units, or by any other method that the Board finds will result in assessments being equitable in proportion to benefits received. The date or dates that any such Village Plaza Assessment is due and payable shall be set forth in the resolution of the Board authorizing such Village Plaza Assessment.

(b) **Benefited Unit Assessments:**

(i) **Benefited Unit:** If, in the judgment of the Board, improvements to or maintenance and repair of certain property within the Association is desirable, and such improvement, maintenance and/or repair will especially benefit certain Units, and if all or a part of the costs of those improvements should in fairness be paid for by the Owners of the Benefited Units, the Board may levy a Benefited Unit Assessment. With respect to each proposed Benefited Unit Assessment, the Board shall specify the nature of the proposed improvement, maintenance and/or repair, shall designate the Benefited Units which will be especially benefited by such improvement, maintenance and/or repair, and shall recommend a Benefited Unit Assessment calculated to meet the costs applicable to the Benefited Unit, with the Board specifying the amounts of such assessments, the dates for payment of such assessments, and the portion, if any, of the costs of any improvement, maintenance and/or repair that will be borne by the Association. Prior to making a final decision regarding whether to impose the Benefited Unit Assessment, the Board shall provide the opportunity for Owners of the Benefited Units to comment on the proposed Assessment, at a meeting duly called for such purpose upon written notice which sets forth the purpose of the meeting and is sent to the Owners of the Benefited Units at least fifteen (15) days in advance (unless each

such Owner waives such notice). A decision by the Board to reject the Benefited Unit Assessment shall not prohibit the Board from assessing a Compliance Assessment in situations where Owners have violated the Village Plaza Documents in failing to appropriately maintain and repair property within the Association; and, in such event the Compliance Assessment may be allocated among the Owners in the manner provided at Section 9.2(b)(ii),

(ii) Apportionment of Benefited Unit Assessments: Benefited Unit Assessments shall be assessed in proportion to the benefits received, The Board shall make such assessments in the same proportion as the area of each Benefited Unit is to the area of all the Benefited Units, or equally among all Benefited Units, or in the same proportion as the assessed value of each Benefited Unit is to the assessed value of all Benefited Units, or in the same proportion as the frontage of each Benefited Unit is to the frontage of all the Benefited Units, or by any other method that the Board finds will result in assessments being equitable in proportion to benefits received.

(iii) Disposition of Funds Raised Through Local Improvement Assessments: All funds collected through the imposition of a Benefited Unit Assessment shall be applied to the costs of the improvement, maintenance and/or repairs for which such assessment was imposed.

(iv) Benefited Unit Assessments for Expenses Related to Each Building: The Owners of Units within each Building shall be allocated the cost of improvements, maintenance and repairs of Residential Common Areas and General Common Areas within their respective Buildings. The Board shall initially allocate the total Benefited Unit Assessment for such costs within each Building among Members based upon the relative square footage of each Residential and Commercial Unit in each Building plus any EUCA designated exclusively for use of the Owner of such Unit. The initial allocation of these Benefited Unit Assessments is shown in Exhibit A attached to the Supplemental Declaration. The Board shall have the discretion to allocate these Benefited Unit Assessments by any other method that the Board finds will result in assessments being equitable in proportion to benefits received. Assessments allocated in this manner shall be based upon the estimated net cash flow requirements of the Association to cover items related to each Building including, without limitation, the following:

(1) The cost of routine maintenance, repair and operation of the Residential Common Areas and General Common Areas;

(2) The cost of routine maintenance and repair of Exclusive Use Common Areas (EUCAs), in the discretion of the Board (the Board may also determine that the cost to maintain and repair EUCAs should be allocated in a different manner that in their discretion results in a more equitable allocation in relation to benefits received);

(3) With regard to the Village Plaza Building, the cost of routine maintenance and repair of Unit L1-09 in the Village Plaza, which is the restroom on Level L-1, in the discretion of the Board (the Board may also determine that the cost to maintain and repair Unit L1-09 should be allocated in a different manner that in their discretion results in a more equitable allocation in relation to benefits received);

(4) Expenses of snow removal, landscaping, care of grounds, common lighting within the Residential Common Areas and General Common Areas;

(5) Routine renovations within the Residential Common Areas and General Common Areas;

(6) Water, sewer, power and other utility charges for Residential Common Areas and General Common Areas; and

(7) Creation and supplementation of reserve funds for maintenance, repairs, and replacement of the Residential Common Areas and General Common Areas on a periodic basis.

(c) **Utility Assessments:** The Board shall levy upon and subsequently collect a Utility Assessment from each Member whose membership is the result of ownership of a Unit. The Utility Assessment shall cover the cost of these utilities, and such other utilities as may be determined by the Board. The Board shall initially allocate the Utility Assessments among Members within each Building based on the same method used to allocate Benefited Unit Assessments described at Section 9.2(b)(iv) above. The Board shall have the discretion to allocate the Utility Assessments by any other method that the Board finds will result in assessments being equitable in proportion to benefits received. The Board shall have the discretion to set assessments based on estimated or actual utility expenses, however all Utility Assessments shall be allocated toward payment of actual utility expenses. Additionally, the Board shall have the discretion to bill monthly, quarterly, annually, or other reasonable method, for Utility Assessments.

(d) **Compliance Assessments:** The Board shall levy a Compliance Assessment to cover all actual costs, fees and expenses incurred in bringing any Owner, Unit or Property into compliance with the Village Plaza Documents, or costs incurred as a consequence of the conduct of the Owner, lessees or occupants of a Unit, their agents, contractors, employees, licensees, invitees, or guests. Reasonable attorney fees and costs shall be included in such costs. Prior to levying a Compliance Assessment, the Board shall provide written notice to the Owner, stating the violation, the required action necessary to cure the violation, the corrective action that will be taken by the Association if the Owner fails to cure, and the number of days within which the Owner must cure the violation.

9.3 General Provisions: Any payment or report required hereunder to be made to the Association shall be deemed to have been provided in a timely fashion if sent to the principal

office of the Association by first class mail, postage prepaid, and postmarked no later than the date such payment or report is due, provided the Association thereby actually receives such payment or report. The Association at its own expense shall have the right at any time during regular business hours to inspect and copy all records and to audit all accounts of any member which are reasonably related to such member's obligation hereunder to pay assessments or make reports to the Association. If any portion of any assessment hereunder is not paid when due and payable, such portion shall bear interest at the Default Rate from the date due until paid, and the amount of such interest shall for all purposes hereunder (other than the computation of such interest) be added to and become part of the assessment; provided that the Board may in its discretion waive all or any part of such interest for reasonable cause shown. The Board shall have power to determine any matter and to resolve any dispute arising out of the application, determination, payment and collection of any assessment or the making of any report provided for in this Article 9, and may promulgate such additional rules and regulations which are consistent with the provisions hereof as the Board may deem necessary, useful or appropriate to the reasonable and efficient administration of such provision.

9.4 Association Budget: At the first meeting of the Board following the adoption of the Association's fiscal year, the Board shall adopt an estimated budget for the remainder of that fiscal year. Such budget shall include: (A) the estimated costs and expenses and proposed capital expenditures which will be chargeable to the Association to fulfill its obligations under the Declaration, the Articles and the Bylaws as then in force and effect; (B) the estimated income and other funds which will be received by the Association; and (C) the estimated total amounts required to be raised by Common and Special Assessments to cover such costs, expenses and capital expenditures of the Association and to provide a reasonable reserve. For each subsequent fiscal year the Board shall, prior to the beginning of each fiscal year, propose and tentatively adopt a similar budget, which shall also include all long-term or continuing commitments of the Association made in connection with or contemplated under any previously approved budget. The Board may delegate budgeting responsibilities to Benefited Units, for Board review, for Benefited Unit Assessments, and such other budget items as the Board may determine. The tentative budget for each subsequent fiscal year shall not be finally established until after an opportunity for discussion of such budget by the members at a meeting of the combined classes of all members, which may be the same meeting as the annual meeting of members, The Board shall give notice of the time and place of the meeting for review of the tentative budget to all members at least ten (10) days prior to such meeting. At such meeting, members shall have the right to be heard concerning the budget; however, the Board shall retain the sole power to establish the budget. Special meetings may be held in like manner upon like notice to consider supplementation or revision of any budget. Notice of any such special meeting shall contain a reasonably detailed description of the supplement or revision proposed. Except as emergencies may require, the Association shall make no commitment or expenditures in excess of the funds reasonably expected to be available to the Association through assessments, all other sources of income and borrowing.

ARTICLE 10. Evidence and Determination of Membership, Registration of Mailing Address and Lien Holders

10.1 Evidence Of Membership And Registration Of Mailing Address: Any party on becoming a member shall furnish to the Association a photocopy or a certified copy of the

recorded instrument, or a copy of a lease or sublease, vesting that party with the interest required to make it a member of the Association. Each such member shall at the same time give a single name and address to which notices to such member may be sent. The member shall state in such notice the class of membership to which it believes it is entitled, the number of votes to which it believes it is entitled and the basis for such determinations. In the event of any change in the facts reported in the original written notice, including any change of ownership, the member shall give a new written notice to the Association containing all the information required to be covered by the original notice. As against any member, and any party claiming by, through, or under such member, the Association may, but shall not be obligated to, rely, for any and all purposes, on the information reflected in the most recent written notice furnished with respect to such member. The Association shall keep and preserve the most recent written notice received by the Association with respect to each.

10.2 Association Determination As To Membership: The Association, based upon written notices furnished by members as aforesaid and based upon its own investigation, shall have the right, authority and obligation to fix and determine the number and class of votes existing with respect to each member. The Association shall make such determination at least annually and, in any event, as of any record date and shall make supplemental determinations from time to time as may be necessary after any record date in the light of changes which may come to its attention. The Association shall keep records of its determinations hereunder which shall be used and may be relied upon by it for any and all purposes. No party shall be entitled to any notice or the right to vote until it has been determined by the Association that such party is a member. Any party aggrieved by any determination of the Association with respect to its voting rights may contest such action within forty-five (45) days after it has notice thereof by commencing a legal action in the District Court of Valley County, Idaho, within such 45-day period. If such action is not commenced in such period, the determination of the Association shall be final.

ARTICLE 11. Security Interest in Membership

Members shall have the right irrevocably to constitute and appoint the mortgagee or the beneficiary of a trust deed their true and lawful attorney-in-fact to vote in the Association at any and all meetings of the Association and to vest in the mortgagee or the beneficiary any and all rights, privileges and powers that they have as members under the Articles and these Bylaws or by the virtue of the Declaration as from time to time in force and effect. Such proxy and vesting shall become effective upon the filing of notice by the mortgagee or the beneficiary with the secretary of the Association at such time or times as the mortgagee or the beneficiary shall deem its security in jeopardy by reason of the failure, neglect or refusal of the Association, the Board or the members to carry out their duties as set forth in the Declaration. A release of the mortgage or the beneficiary's deed of trust shall operate to revoke such proxy and vesting. Nothing contained in this Article 11 shall be construed to relieve members, as mortgagors, of their duties and obligations as members or to impose upon the mortgagee or the beneficiary of the deed of trust the duties and obligations of an Owner.

ARTICLE 12. Amendments

12.1 By the Board: Subject to the rights of Declarant in Sections 23.2.3 and Section 23.2.4 in the Supplemental Declaration and except as limited by law, the Articles, Bylaws or other provisions of the Supplemental Declaration, the VPA Board shall have sole power to make, amend and repeal this Bylaws at any regular meeting of the VPA Board or at any special meeting called for that purpose at which a quorum is represented. However, if the members shall make, amend or repeal any provision of these Bylaws in the manner provided for herein and in compliance with all other provisions of these Bylaws, the VPA Board shall not within one (1) year thereafter amend the same in such manner as to defeat or impair the object of the members in taking such action. This Section 12.1 is subject to Section 11.17 of the Supplemental Declaration.

12.2 By Members: Subject to the rights of Declarant in Sections 23.2.3 and Section 23.2.4 in the Supplemental Declaration, the members may, by the Affirmative Vote Of A Majority Of The Owners, unless expressly made subject to a higher voting requirement by law, the Articles, Bylaws, or the Supplemental Declaration, make, amend and repeal the Bylaws of the VPA at any annual meeting or at any special meeting called for that purpose at which a combined quorum shall be represented.

12.3 By Declarant: The Declarant may unilaterally make, amend and repeal any provisions of these Bylaws at any time prior to the closing of the sale of the first Unit.

12.4 Declarant Approval of Amendments: Prior to the Conversion Date, no amendment to these Bylaws shall be effective without the written approval of Declarant. Furthermore, during the time in which the Declarant retains declarant rights in the TMA or VPA, this Article 12 of these Bylaws and Article 23 and Sections 5.2 and 11.17 of the Supplemental Declaration shall not be amended without Declarant's prior written consent.

ARTICLE 13. Fiscal Year

The fiscal year of the Association shall be such as may from time to time be established by the Board.

NOTES:

1. All properties shown on this Plat are subject to and governed by the provisions of the amended and Restated General Declaration for Tamarack Resort (hereafter "General Declaration"), the Supplemental Declaration for Tamarack Resort Village Plaza Condominiums (hereafter "Supplemental Declaration for Village Plaza"), the Second Amended and Restated Articles of Incorporation for Tamarack Resort Association, Inc., and the Amended and Restated Bylaws of Tamarack Resort Association, Inc., together with the second and third amendments thereto, which are filed of record as Instrument Nos. 279778, 281740, 279781, and 279782, 291175 and 298332 with the Office of the Recorder, Valley County, Idaho, together with any amendments thereto and additional Declarations and/or Sub-association Articles of Incorporation and Bylaws which are recorded by the Declarant pursuant to the General Declaration.
2. 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.
3. The Declarant, Tamarack Resort LLC, reserves the right, without limitation, to assign its rights to any and all easements, open spaces or common areas which are depicted on this Plat, in whole or in part.
4. All properties shown on this Plat are subject to and governed by the provisions of Official Use Permit Nos. 02-04 and 02-05, as issued and modified by Valley County, Idaho.
5. Any Unit designated as a Commercial Unit in the Supplemental Declaration for Village Plaza may be further divided or combined with another Unit, pursuant to the terms of the Supplemental Declaration for Village Plaza. Any Unit designated as a Residential Unit in the Supplemental Declaration for Village Plaza may not be further divided, but may be combined with another Unit, pursuant to the terms of the Supplemental Declaration for Village Plaza.
6. By purchase of any Unit depicted on this Plat, the purchaser of such Unit grants to Declarant, and Declarant hereby reserves, the sole and unilateral right, without the further consent of the purchaser, to amend this plat, or take such other action as is deemed necessary, in the Declarant's sole discretion, to conform the boundaries of the Units shown on this Plat to the Units "as built".
7. All roads and road rights of way, all Utility Easements and Emergency Access Easements, and all Common Open Space Parcels which are depicted on this Plat are dedicated for the use and enjoyment of the members of the Tamarack Resort 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 for Village Plaza.
8. Exclusive Open Space Parcels, Common Areas and Exclusive Use Common Areas which are depicted on this Plat are dedicated for the use and enjoyment of members of the Tamarack Resort Association, Inc. in the Supplemental declaration for Village Plaza, 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 for Village Plaza.

SANITARY RESTRICTIONS

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE NOT BEEN SATISFIED AND ARE IN FORCE FOR THE FOLLOWING LOTS:

BLOCK 12 LOT 18

NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING, OR SHELTER WHICH NECESSITATES THE
 RESTRICTION OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY
 RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

DISTRICT HEALTH DEPARTMENT, EHS

INST. # 301739

SKECH ENGINEERING, INC.

McCall, Idaho

SHEET NO. 1 OF 36

CURVE TABLE						
CURVE	RAIUS	LENGTH	TANGENT	DELTA	BEARING	CHORD
C1	245.00	163.93	20.12	167°20'31"	S30°24'30"W	180.91
C2	245.00	338.30	20.12	72°05'54"	S72°05'54"E	312.83
C3	468.31	127.17	63.29	133°45'	S08°11'55"W	127.17
C4	4613.31	5.45	2.45	6°14'12"	S06°14'12"W	5.45
C5	73.00	42.81	21.00	3°33'11"	S21°33'11"E	42.04
C6	100.00	34.88	18.05	10°45'23"	N13°17'36"E	31.76
C7	340.00	11.28	26.04	4°34'12"	S04°34'12"E	11.28
C8	38.50	31.38	22.87	3°05'17"	S03°05'17"E	31.38
C9	89.00	25.45	12.81	18°13'28"	S18°13'28"E	25.34
C10	150.00	47.71	24.06	18°13'28"	N03°16'16"E	47.57
C11	100.00	54.83	26.01	17°17'53"	N38°38'56"E	53.95
C12	100.00	38.24	18.35	21°24'28"	S42°20'38"E	38.00
C13	445.00	30.10	15.61	7°27'26"	N48°08'15"E	29.63
C14	245.00	12.32	12.32	90°00'00"	S00°00'00"E	12.32
C15	39.50	17.34	8.62	26°48'46"	S18°24'23"E	17.12
C16	50.00	11.31	8.33	12°50'56"	N04°20'47"E	11.21
C17	100.00	25.78	12.98	14°45'23"	S11°06'48"E	25.78
C18	100.00	19.03	9.35	10°54'19"	S23°57'10"E	18.93
C19	100.00	19.03	8.35	10°54'18"	N23°57'10"W	18.93
C20	39.50	17.81	8.96	18°12'37"	S17°18'16"E	17.44
C21	245.00	38.82	18.35	8°53'48"	S08°53'48"E	38.58
C22	245.00	159.82	82.78	17°18'18"	N08°18'18"E	159.88
C23	80.00	39.27	18.45	22°58'38"	S07°00'42"E	38.95

LINE TABLE		
LINE	LENGTH	BEARING
L1	41.33	S70°08'00"E
L2	40.54	S20°08'00"W
L3	28.00	S70°04'08"E
L4	18.00	N20°00'00"E
L5	8.87	S70°00'00"E
L6	7.50	S20°00'00"E
L7	21.50	S70°00'00"E
L8	7.78	S82°01'20"E
L10	6.48	N46°47'02"E
L11	15.03	N14°08'00"E
L12	8.01	N72°17'17"E
L13	11.09	N12°30'28"E

LEGEND

SUBGASTRO BOUNDARY

• FOUND 5/8" REBAR MKD LS 8577

• SET 1/2" REFRAK MKD 15 8577

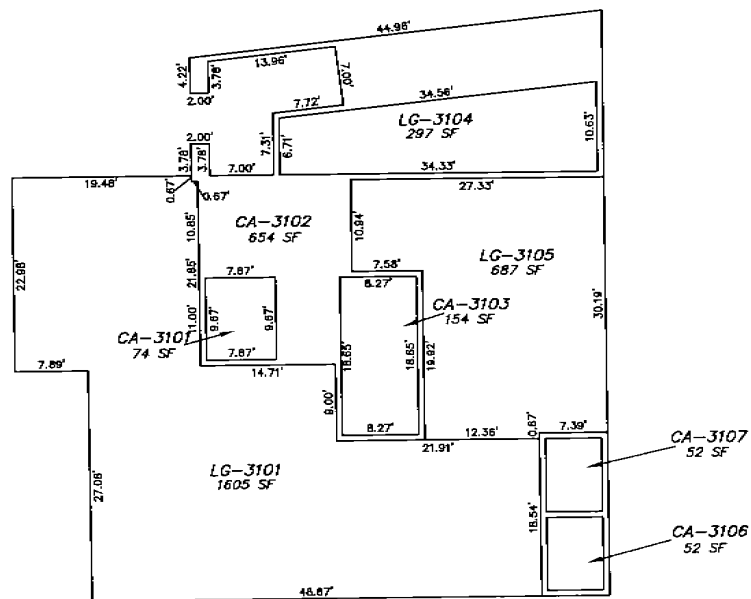
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--- EASEMENT LINE

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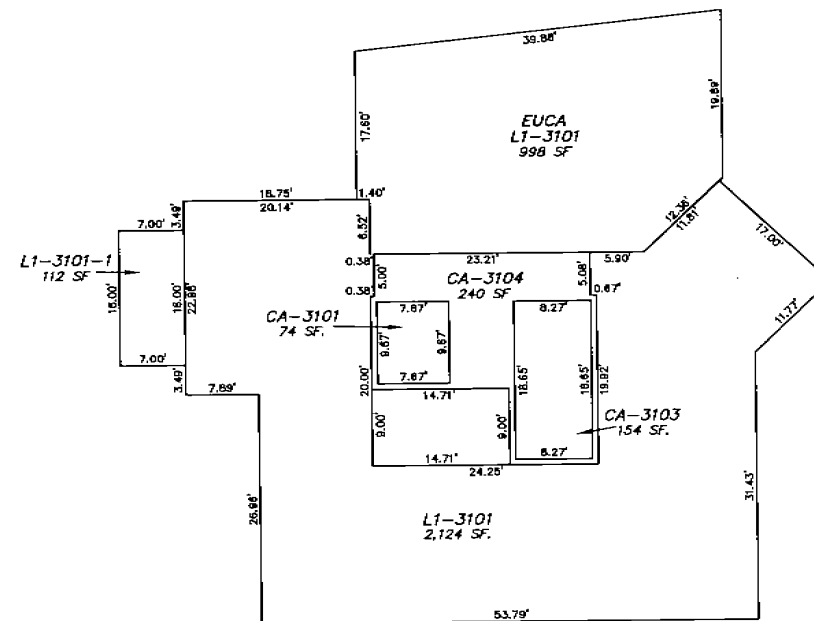
TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho



GARAGE LEVEL

BUILDING 3.1

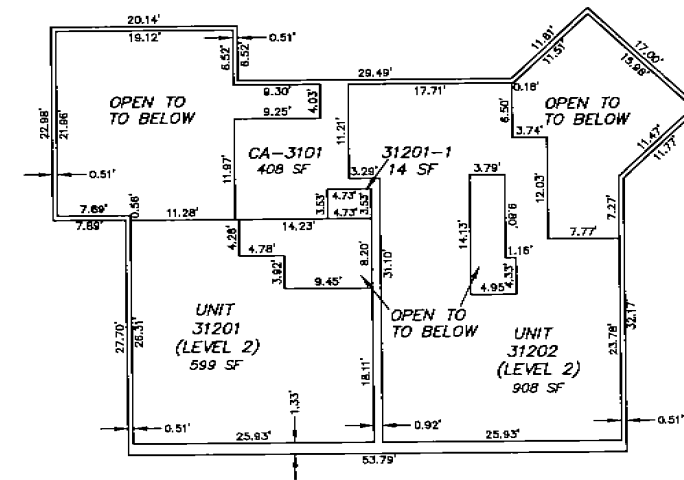
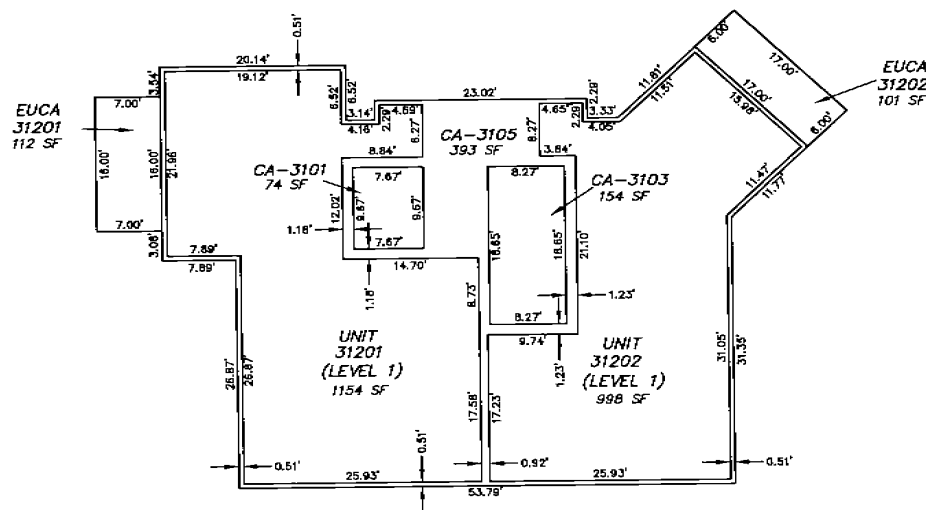


LEVEL 1

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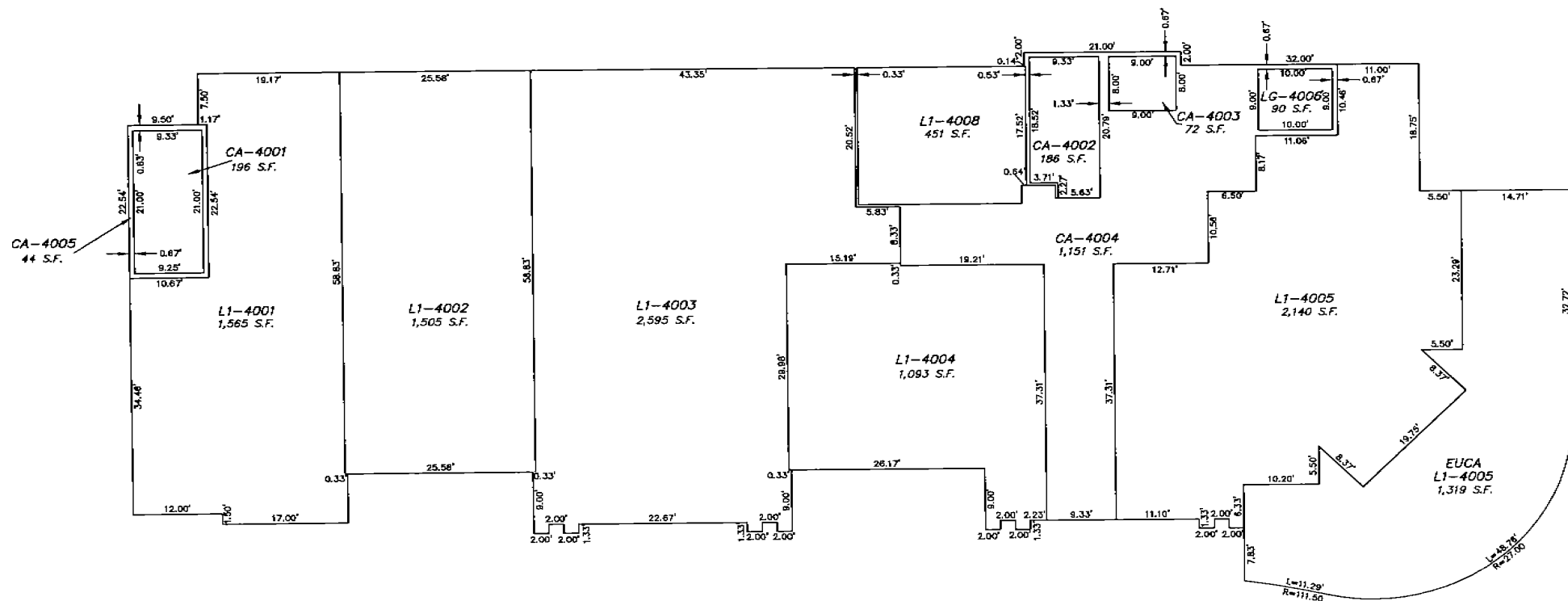
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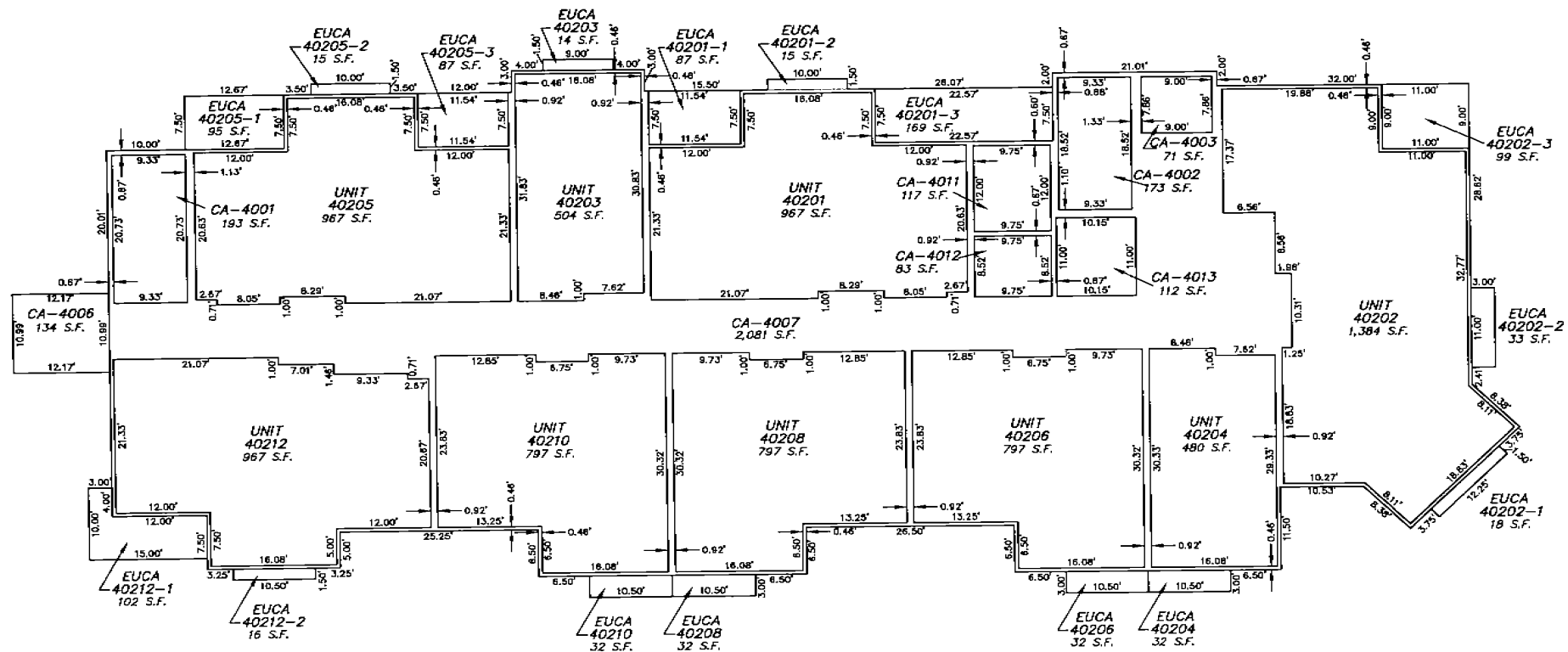
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BUILDING 4
PLAZA LEVEL

SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

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In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho



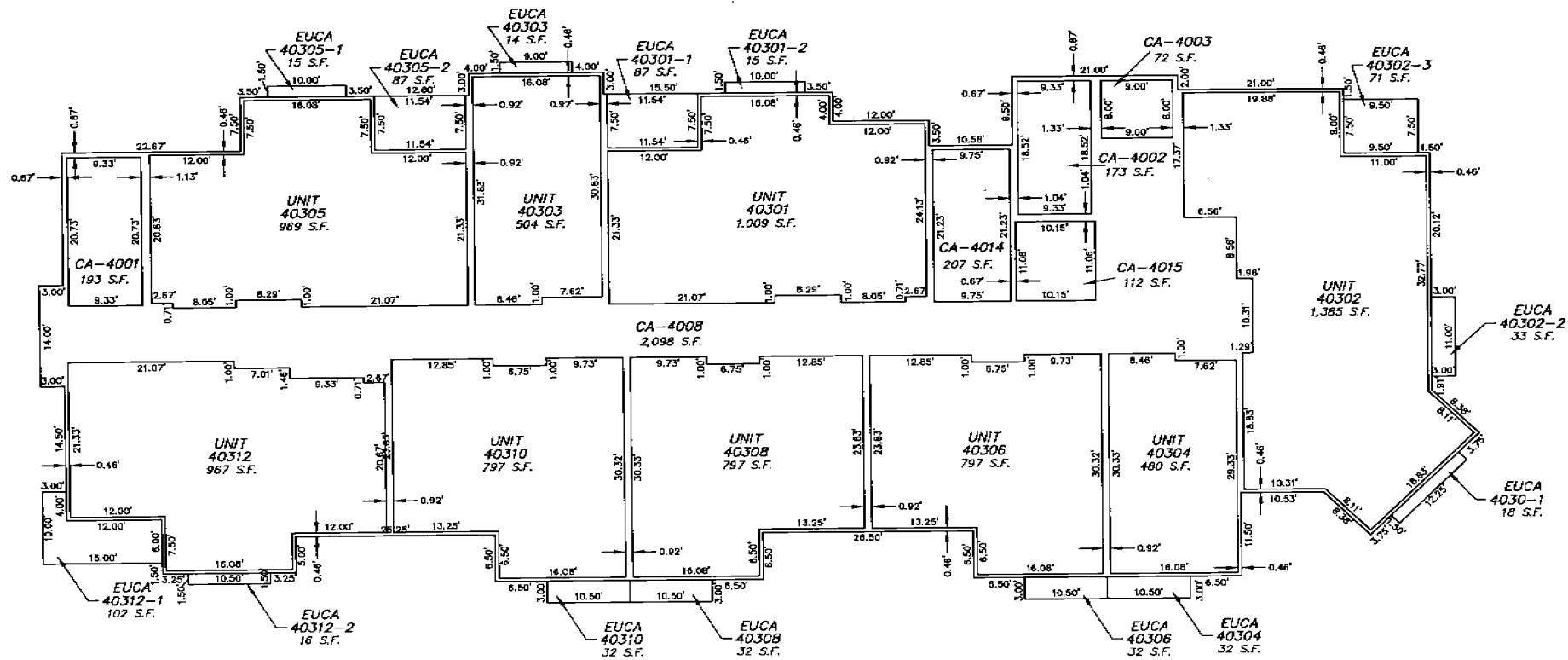
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BUILDING 4
LEVEL 2

SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho



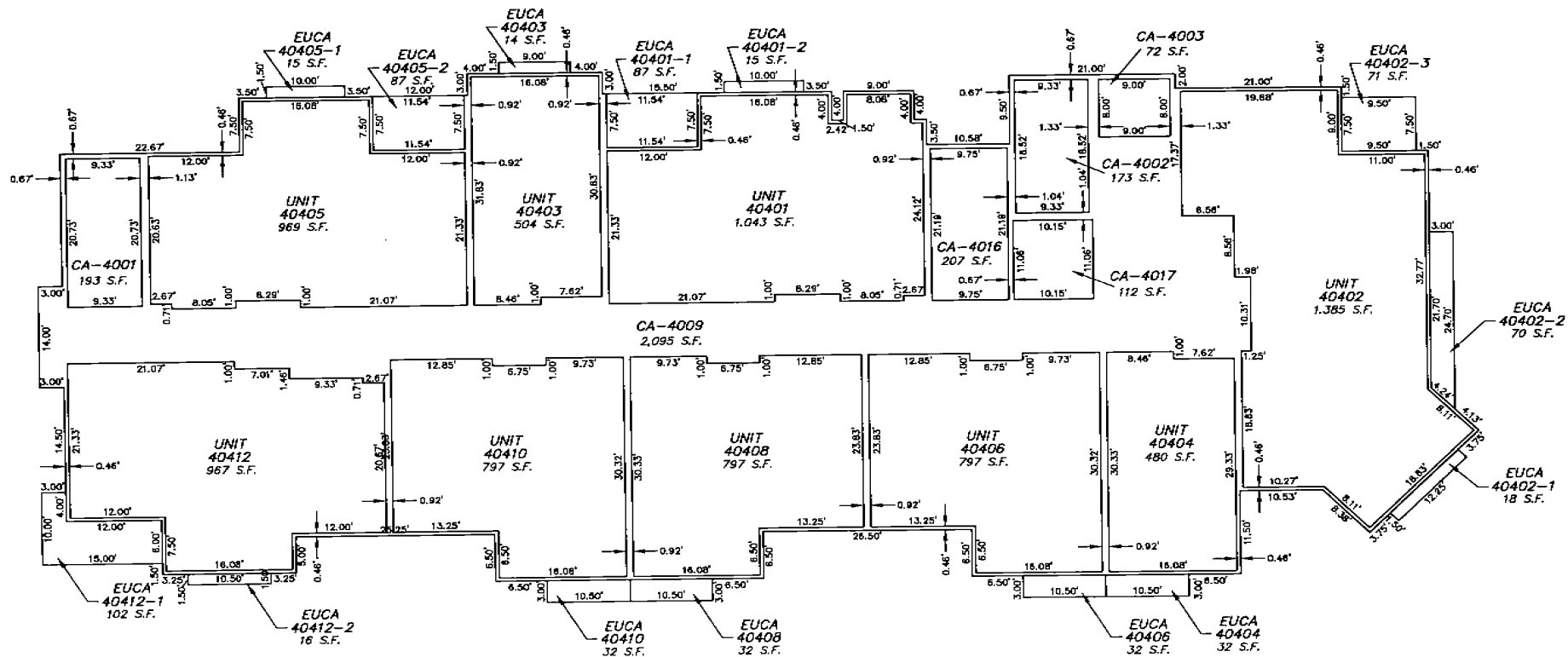
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BUILDING 4
LEVEL 3

SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

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Valley County, Idaho



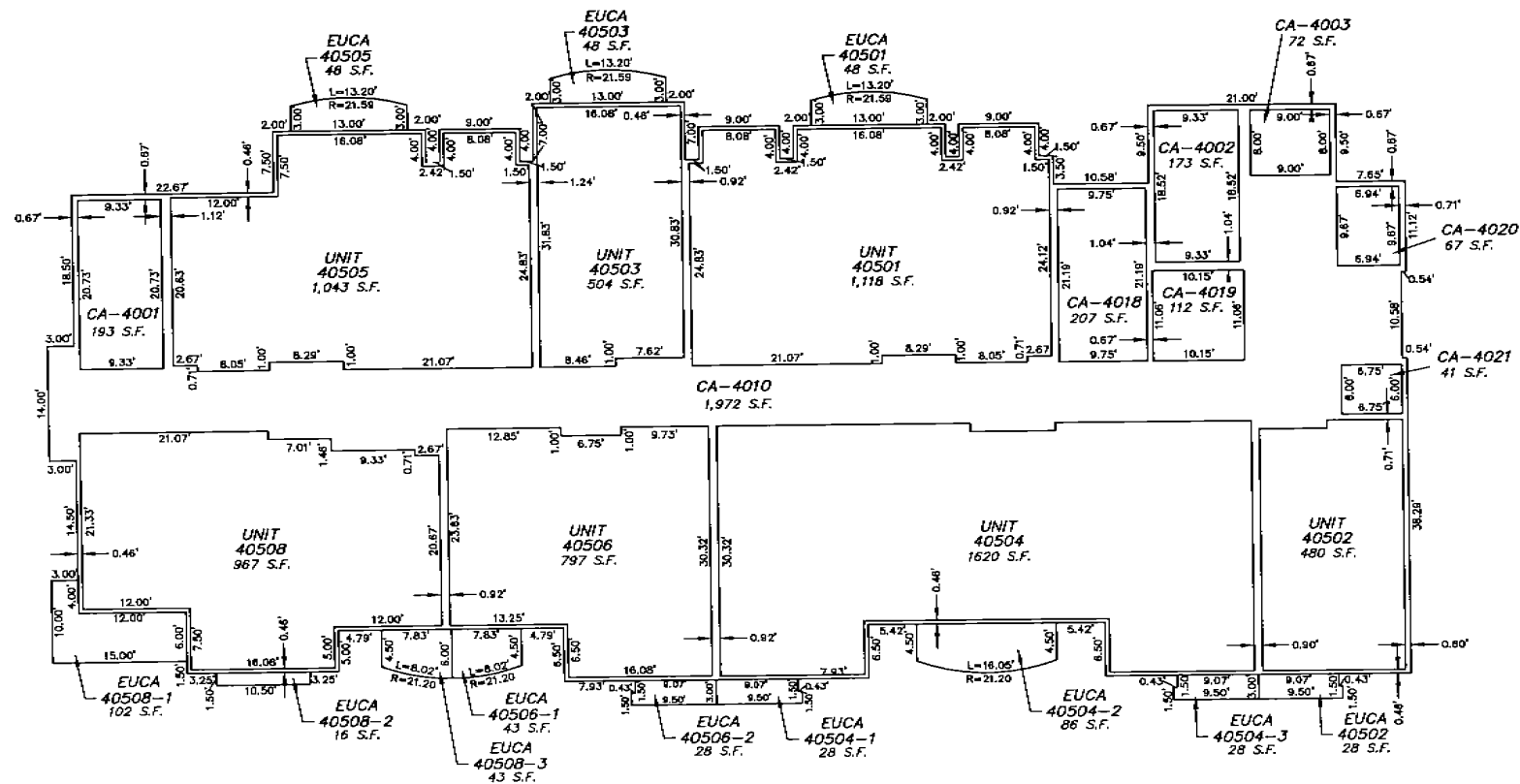
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BUILDING 4
LEVEL 4

SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho



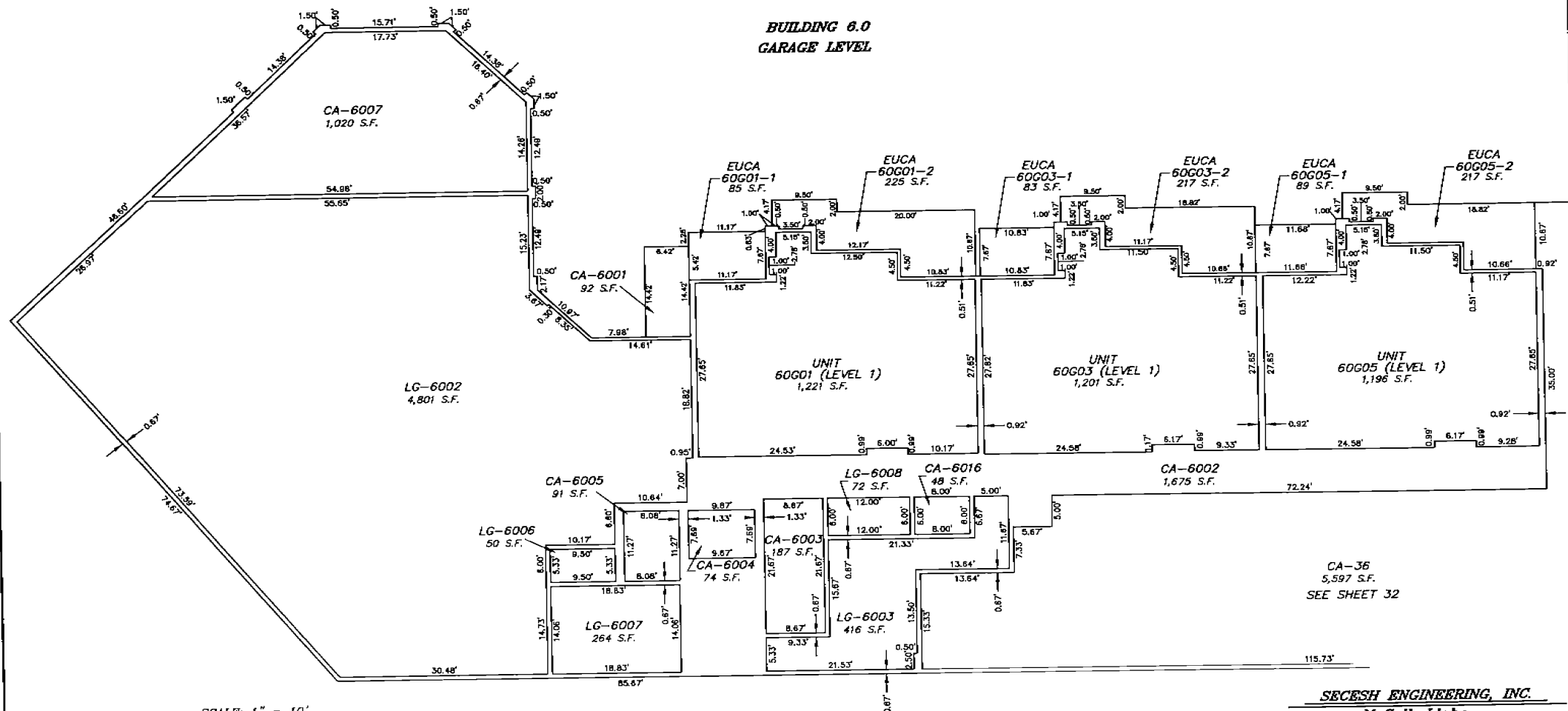
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BUILDING 4
LEVEL 5

SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho

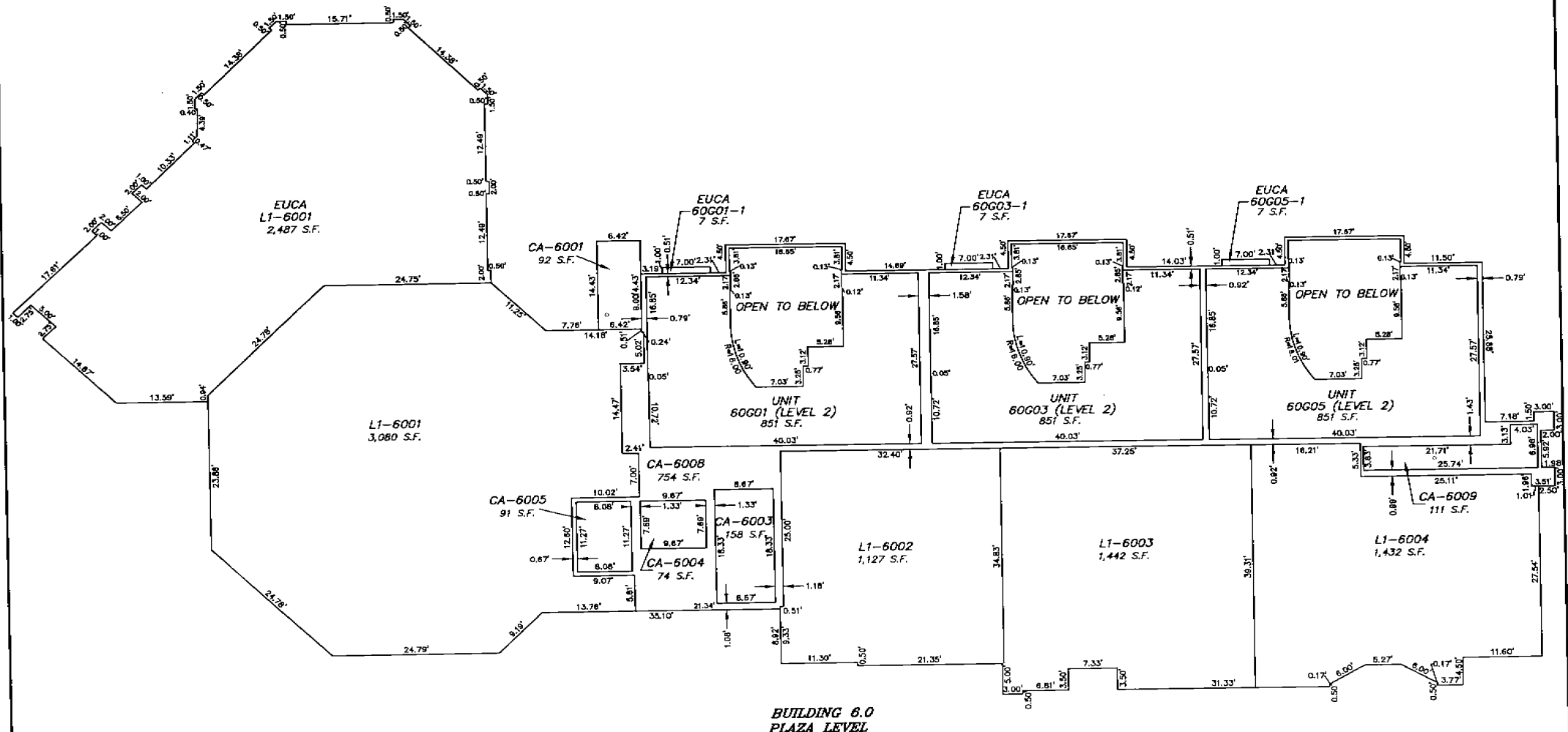


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SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho



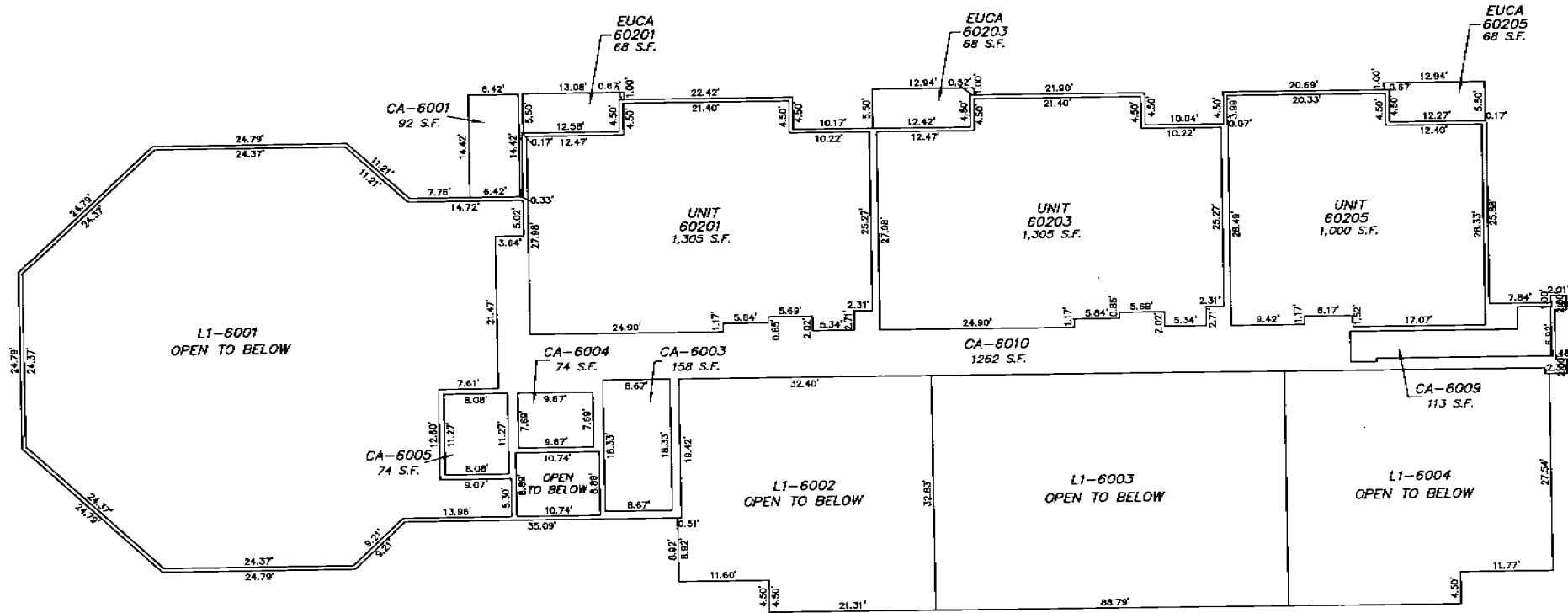
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BUILDING 8.0
PLAZA LEVEL

SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

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Valley County, Idaho



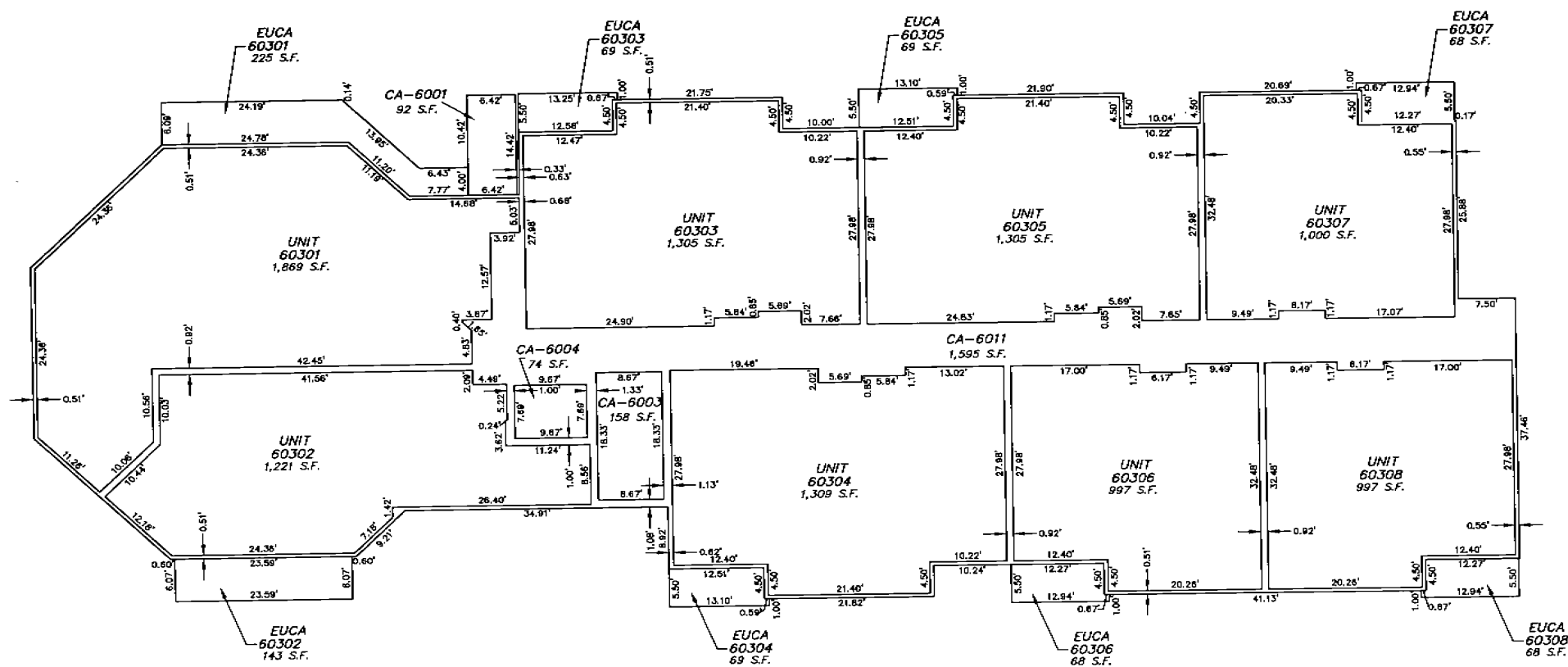
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BUILDING 6.0
LEVEL 2

SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho



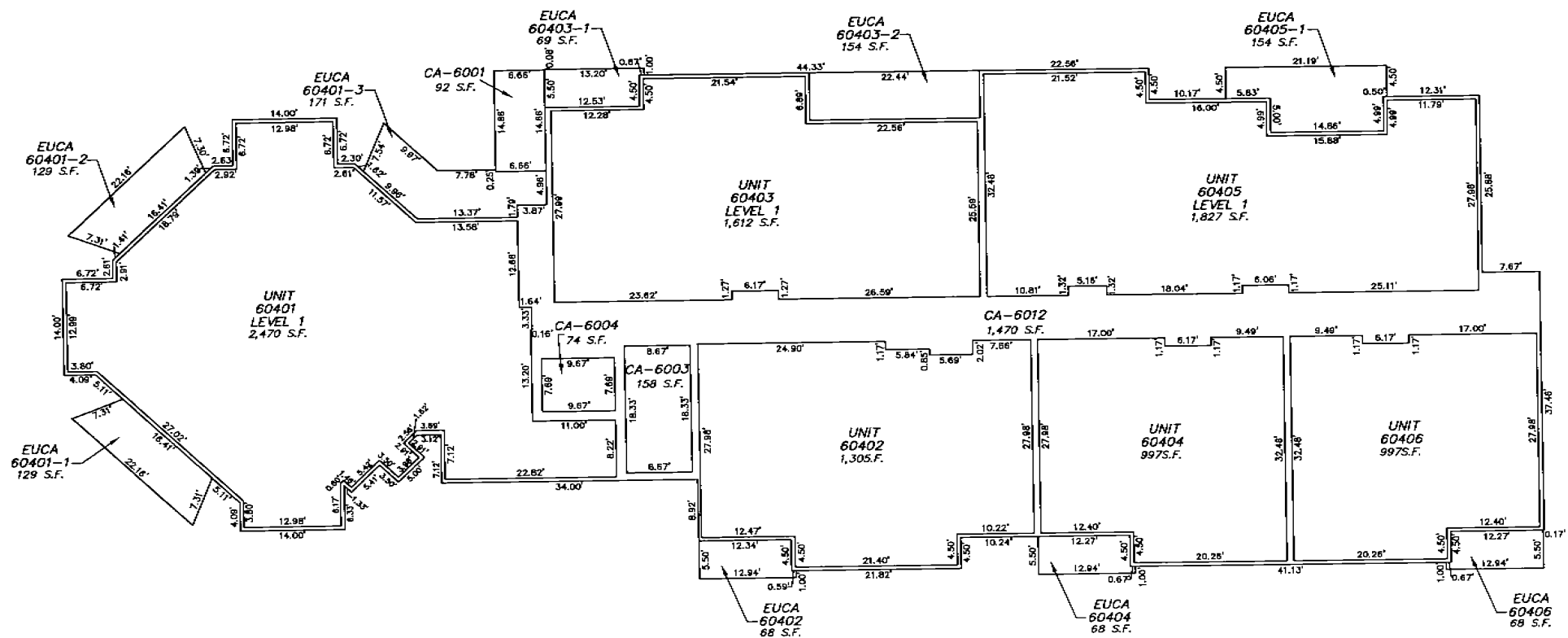
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BUILDING 6.0
LEVEL 3

SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
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Valley County, Idaho



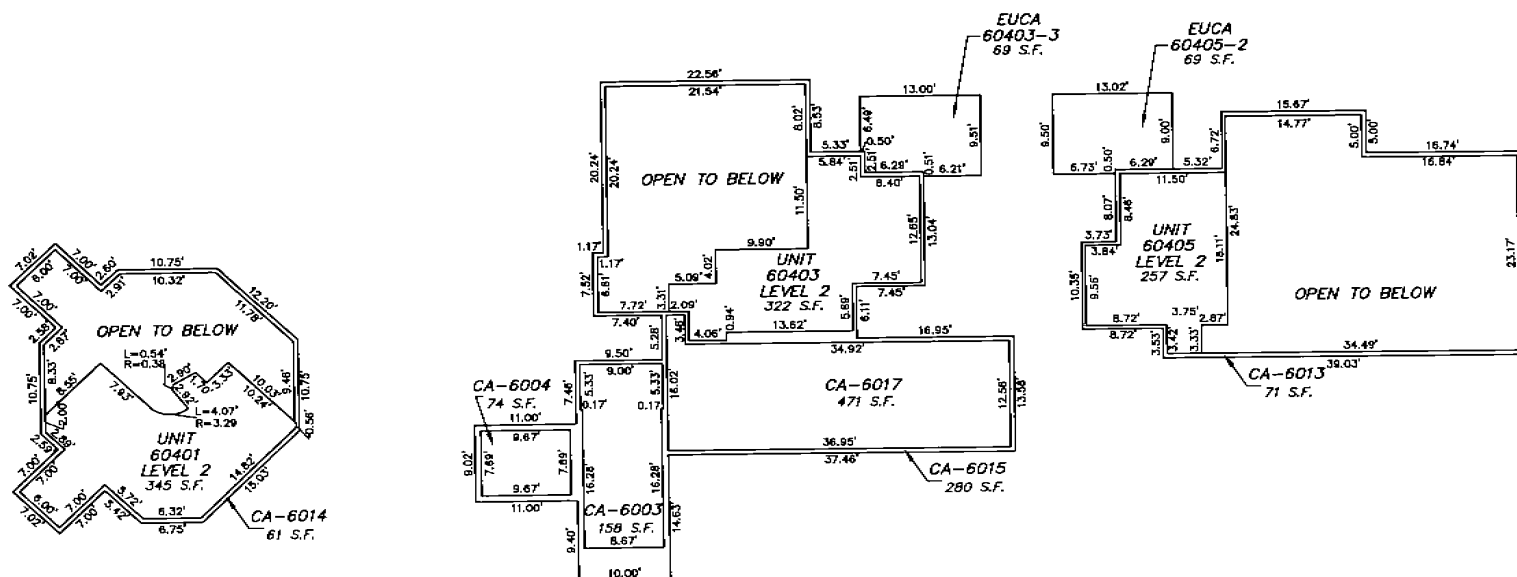
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BUILDING 6
LEVEL 4

SECESH ENGINEERING, INC.
McCall, Idaho

*TAMARACK RESORT
VILLAGE PLAZA CONDOMINIUM*

*Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho*



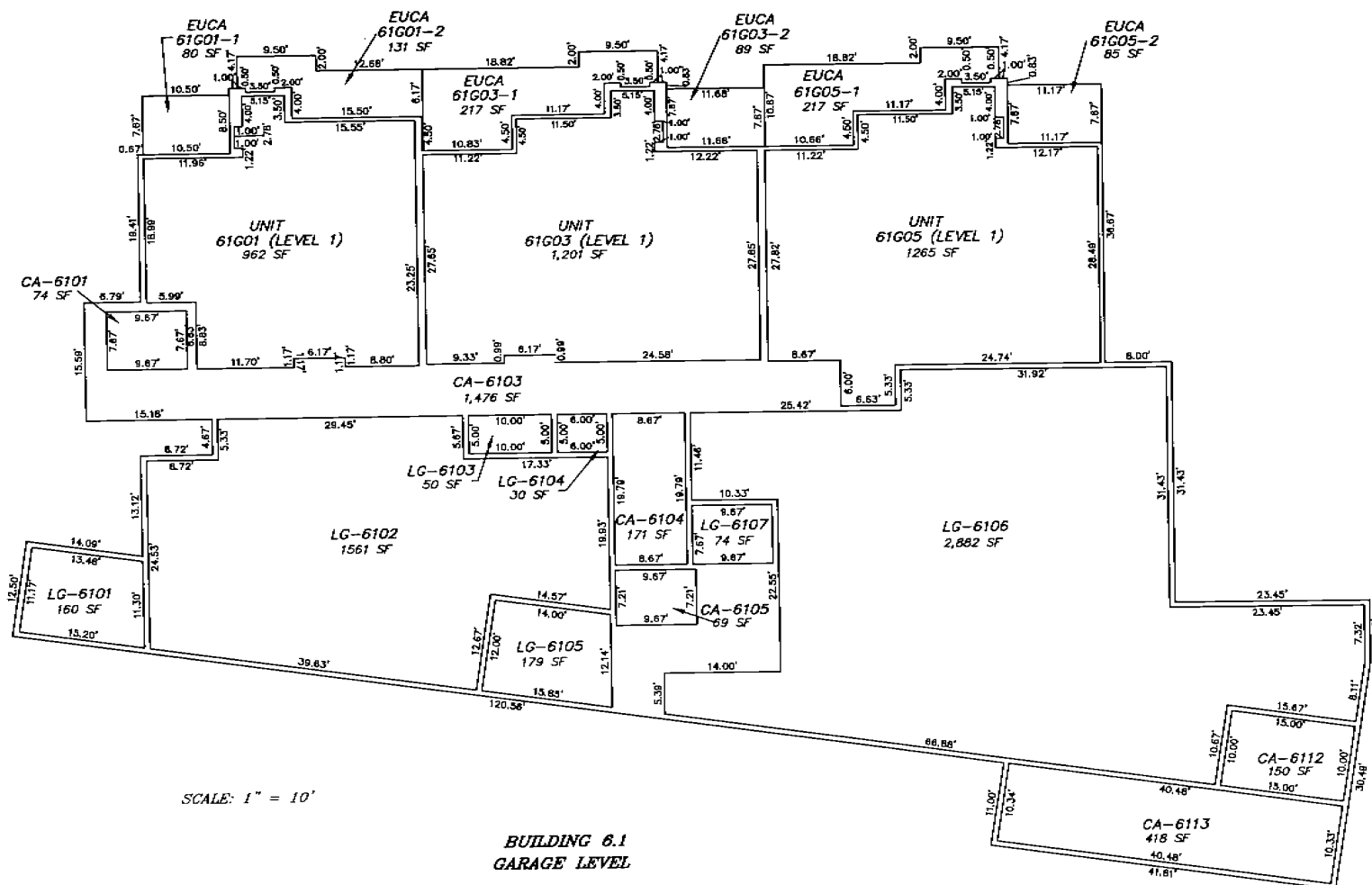
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BUILDING 6
LEVEL 5

SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

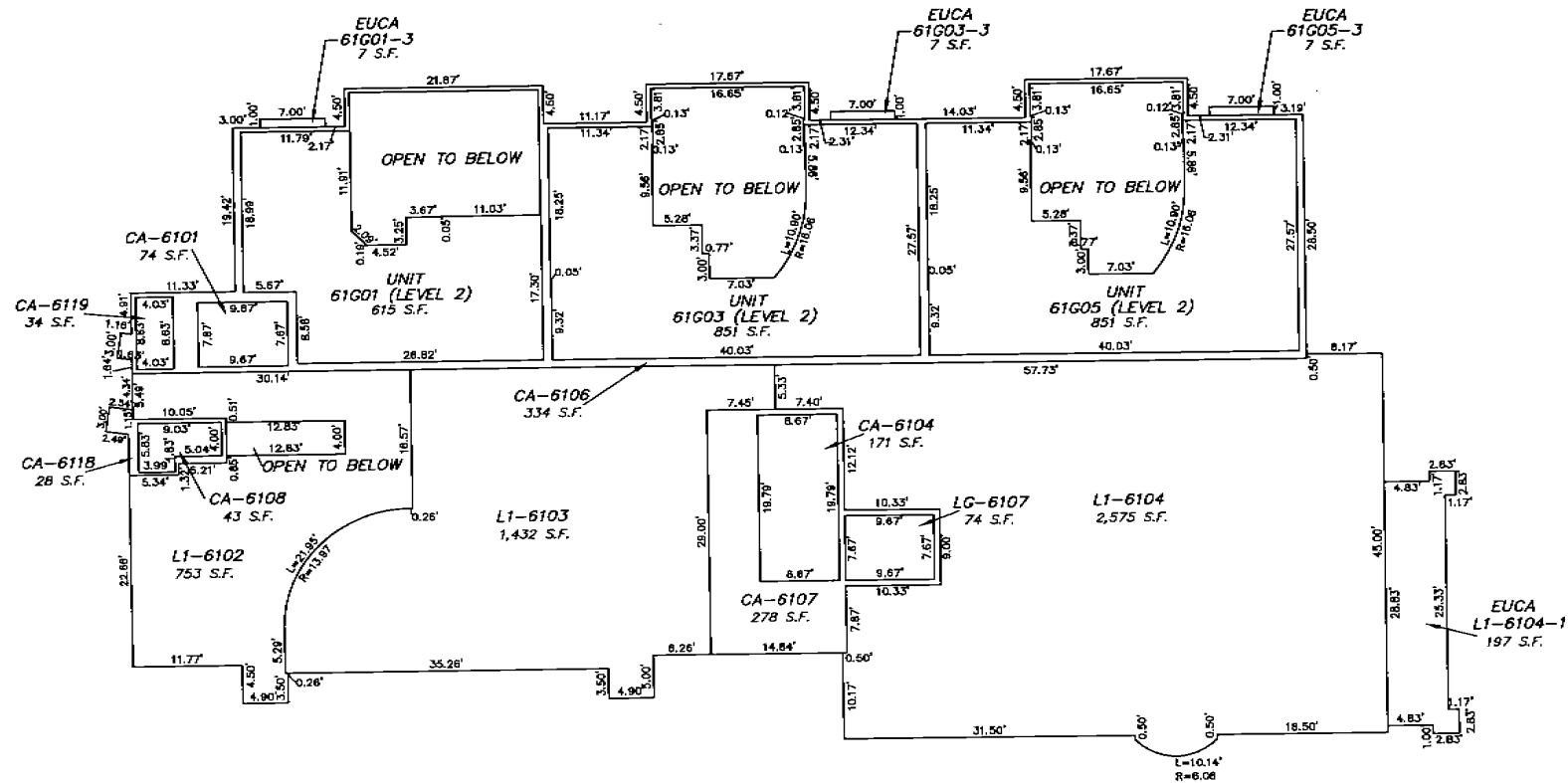
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Valley County, Idaho*



SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

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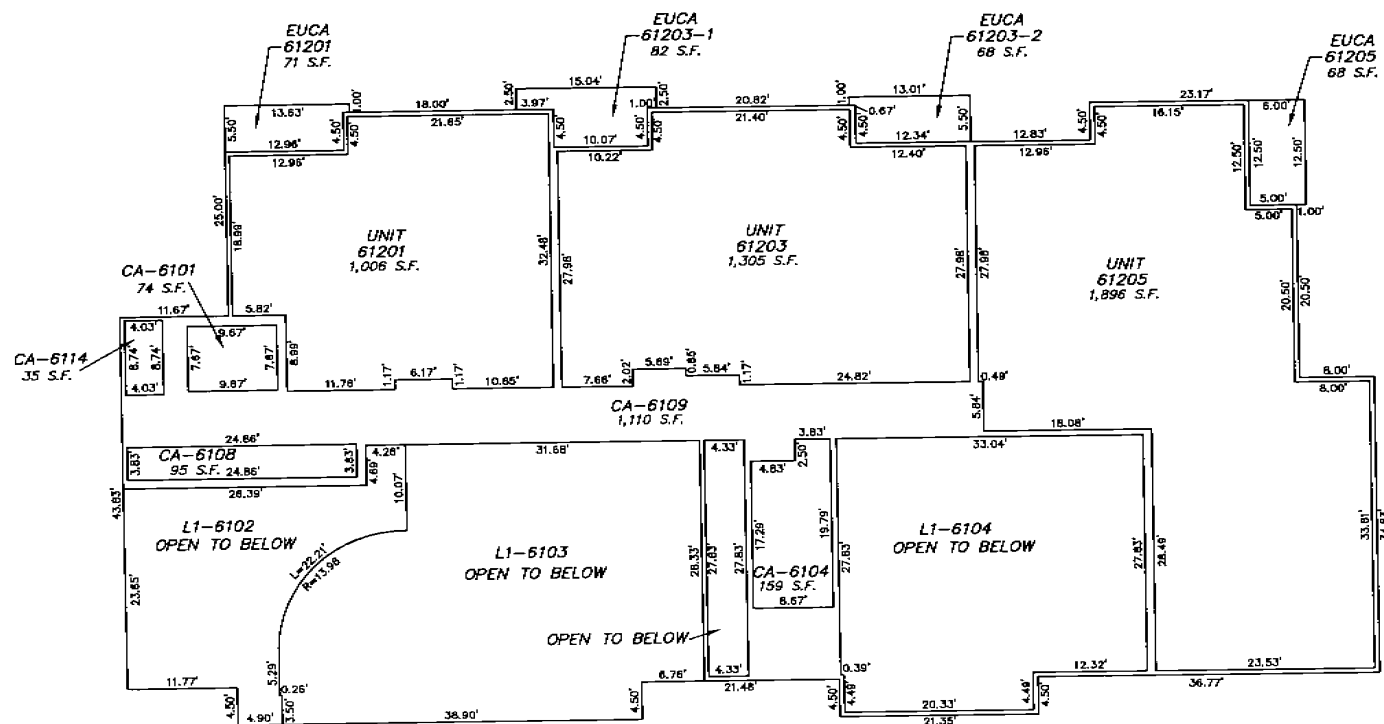


**BUILDING 6.1
PLAZA LEVEL**

SCALE: 1" = 10'

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

*Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho*



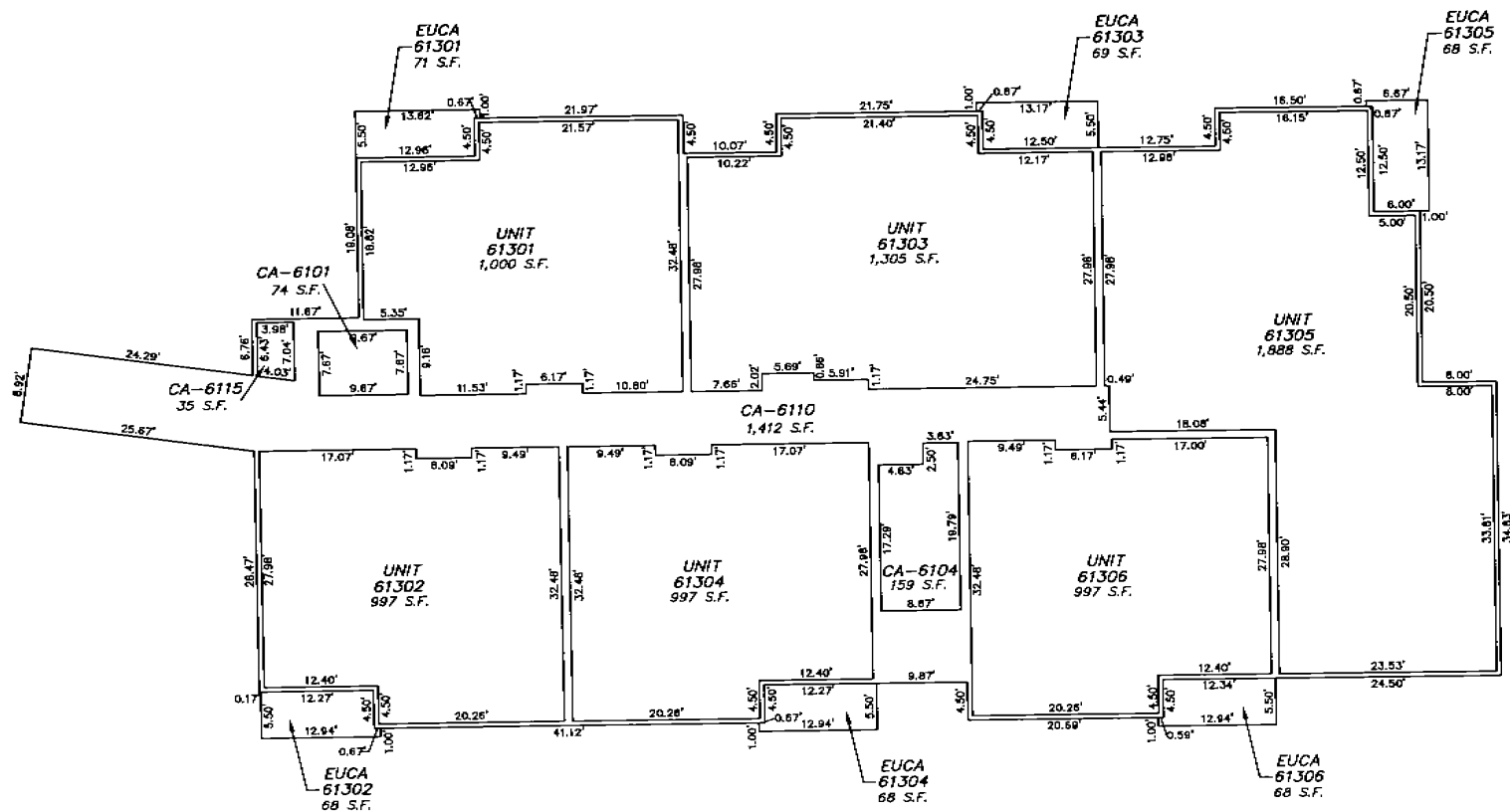
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BUILDING 6.1
LEVEL 2

SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

*Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho*



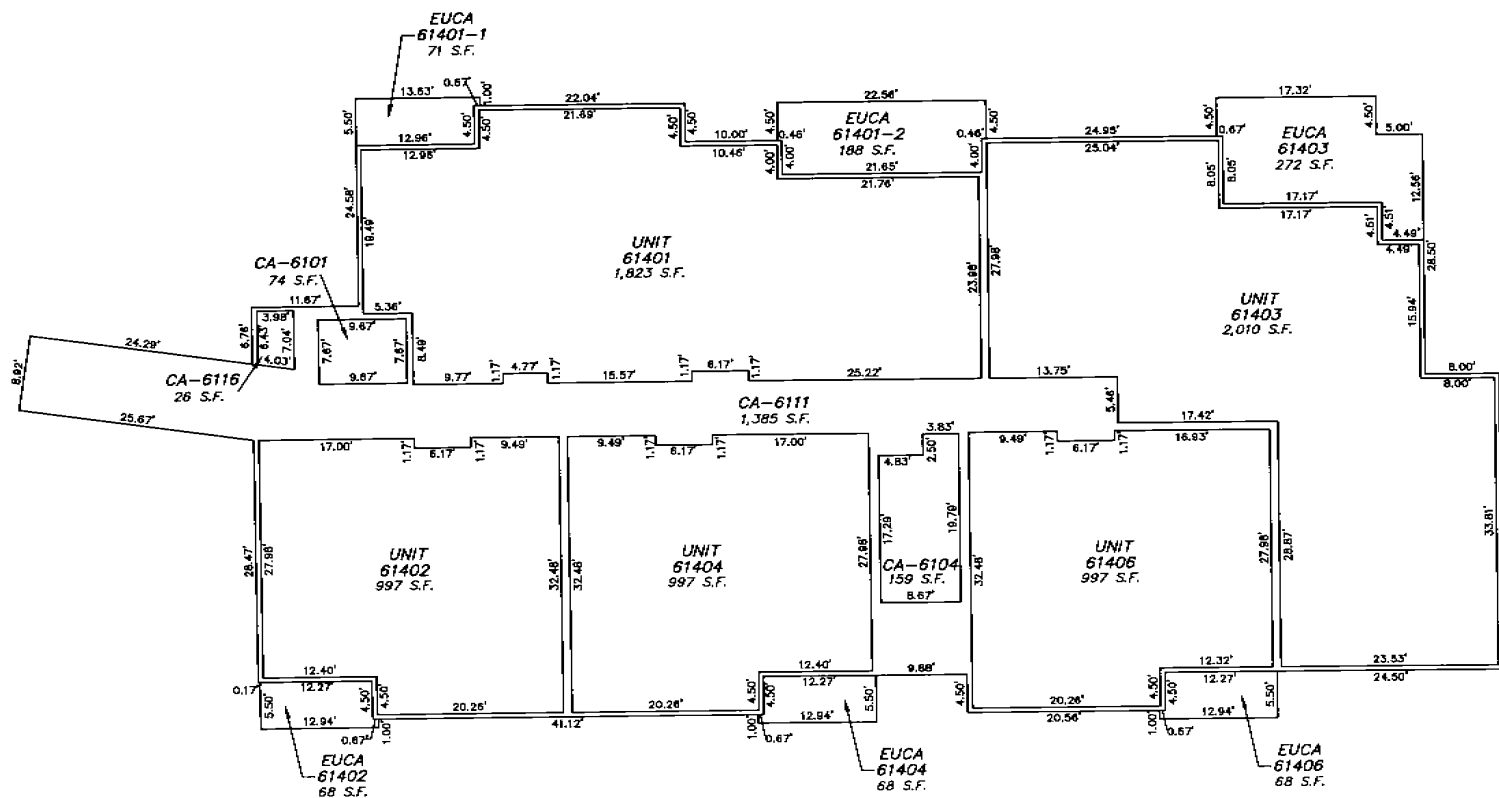
SCALE: 1" = 10'

BUILDING 6.1
LEVEL 3

SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho



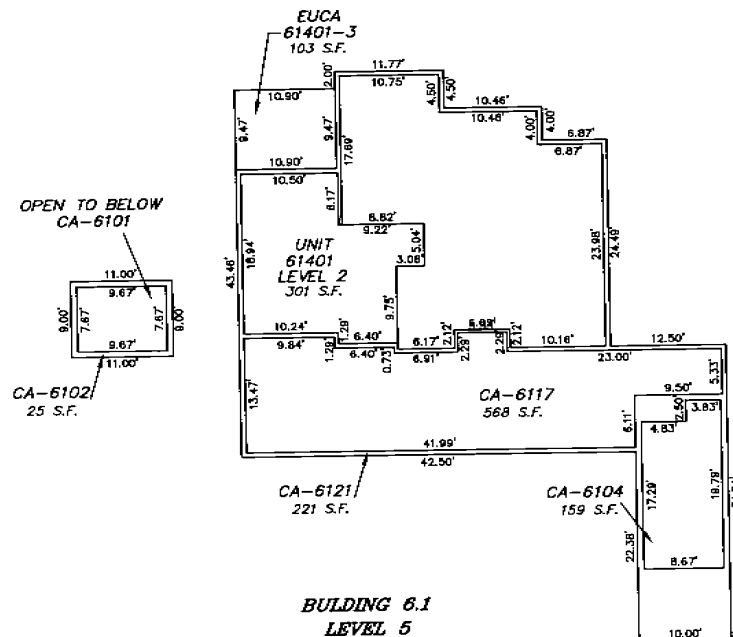
SCALE: 1" = 10'

BUILDING 6.1
LEVEL 4

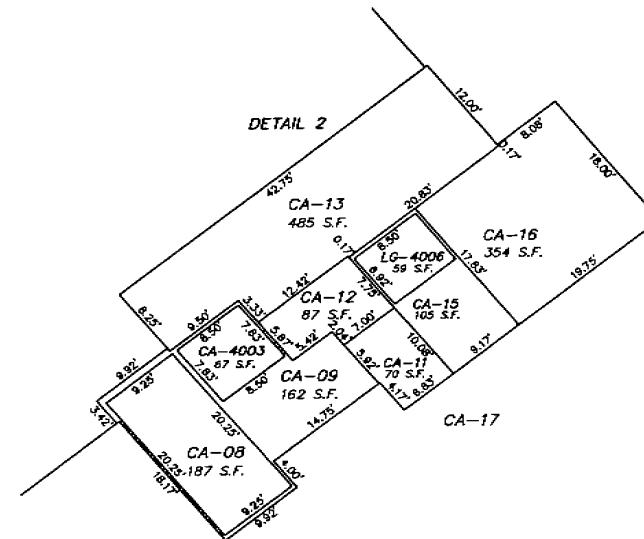
SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

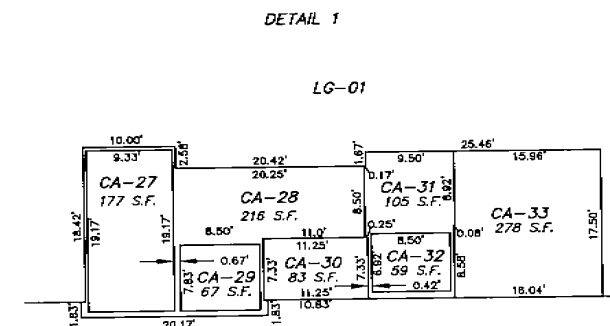
Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho



SCALE: 1" = 10'



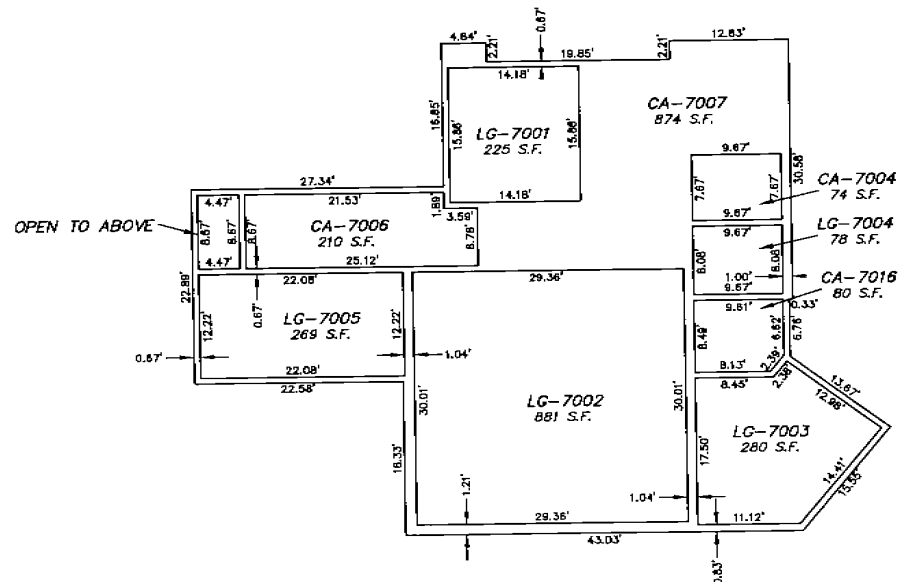
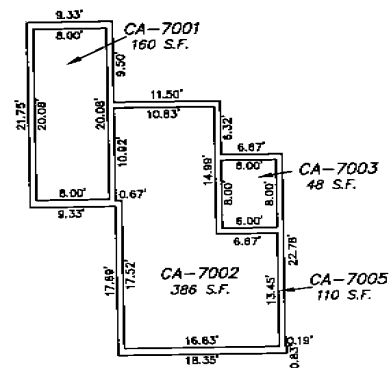
**GARAGE LEVEL
SEE SHEET 32**



SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

*Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho*



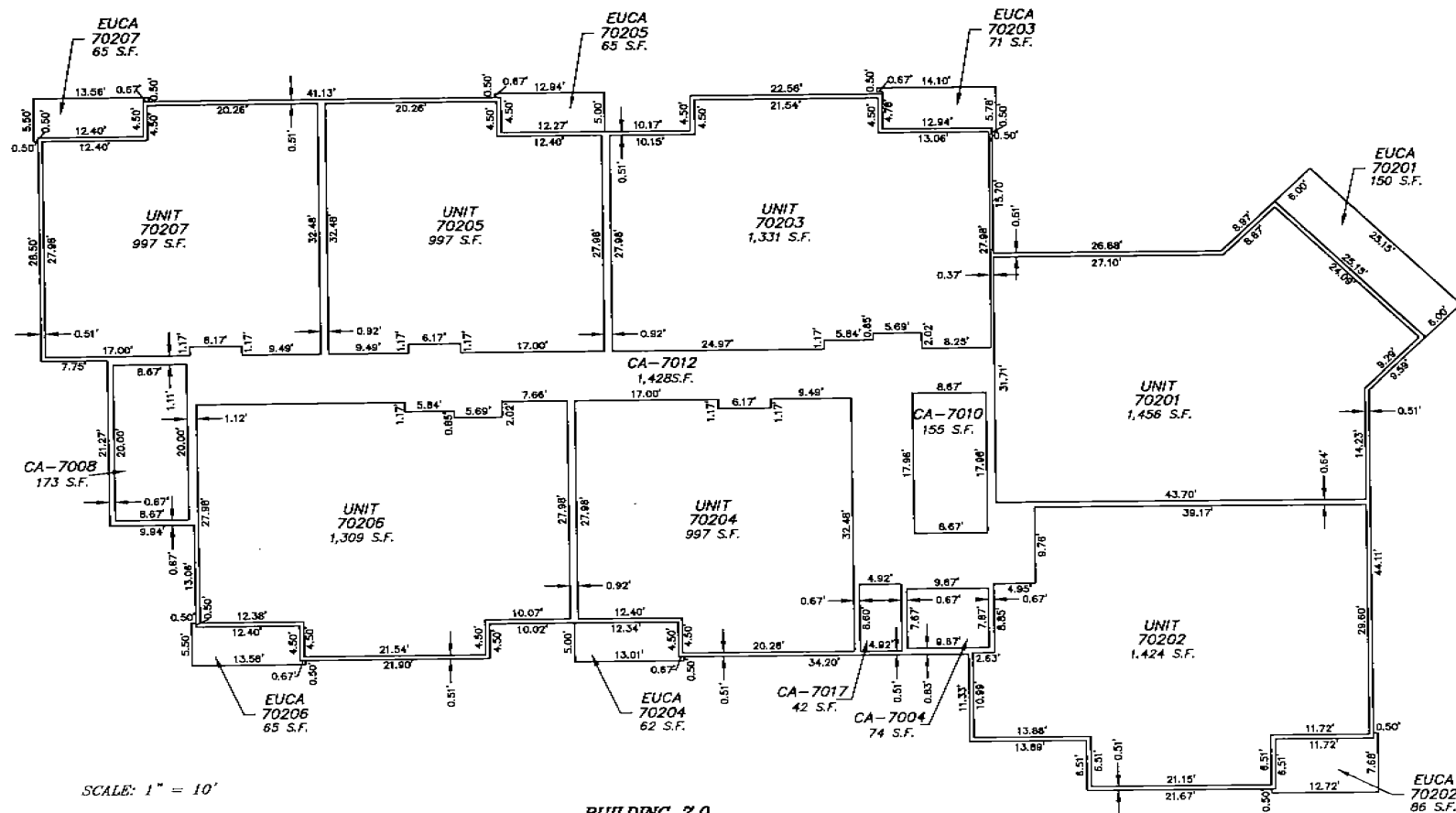
SCALE: 1" = 10'

SECESH ENGINEERING, INC.
McCall, Idaho

SHEET NO. 22 OF 36

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

*Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho*



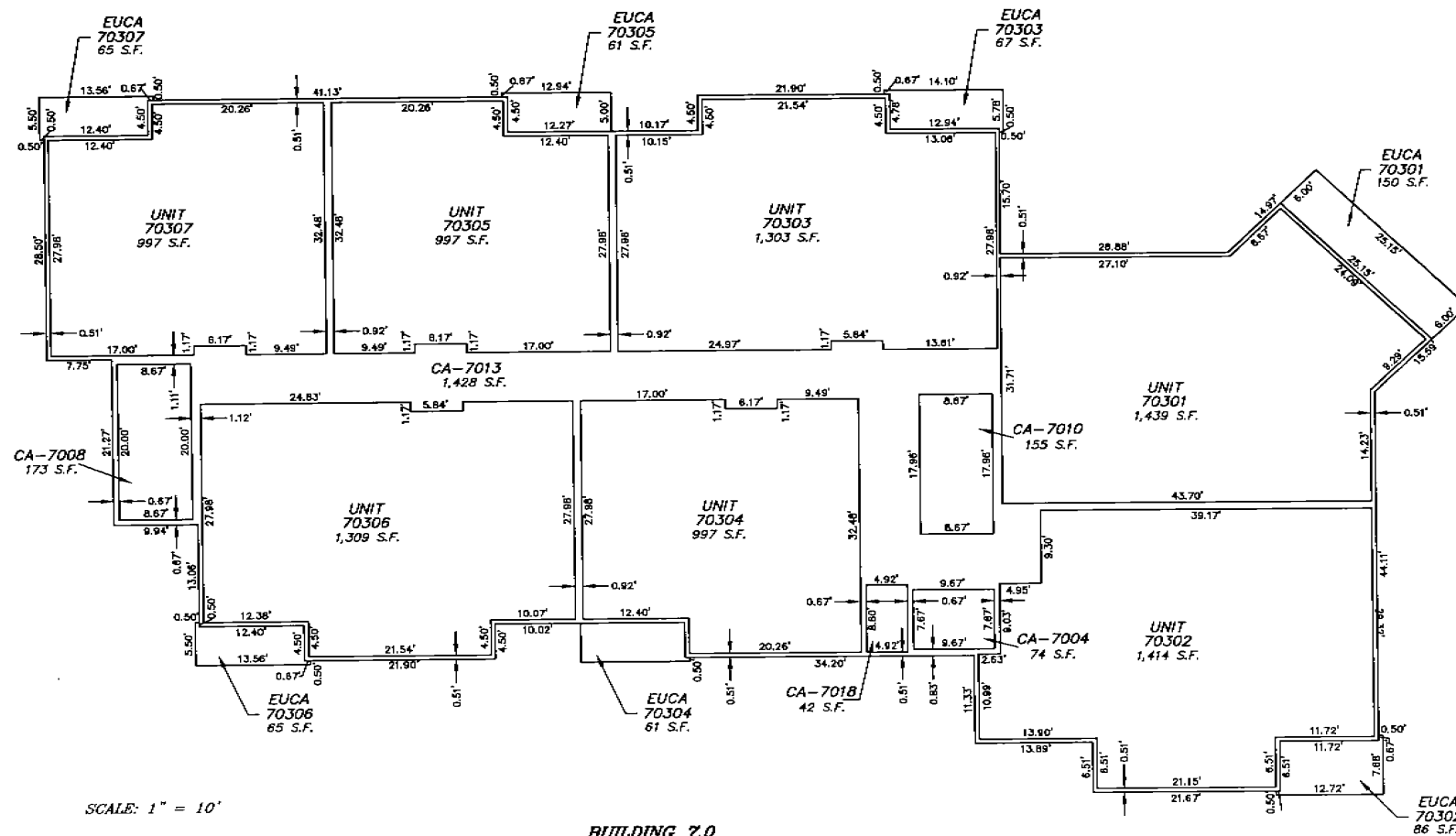
SCALE: 1" = 10'

**BUILDING 7.0
LEVEL 2**

SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

*Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho*

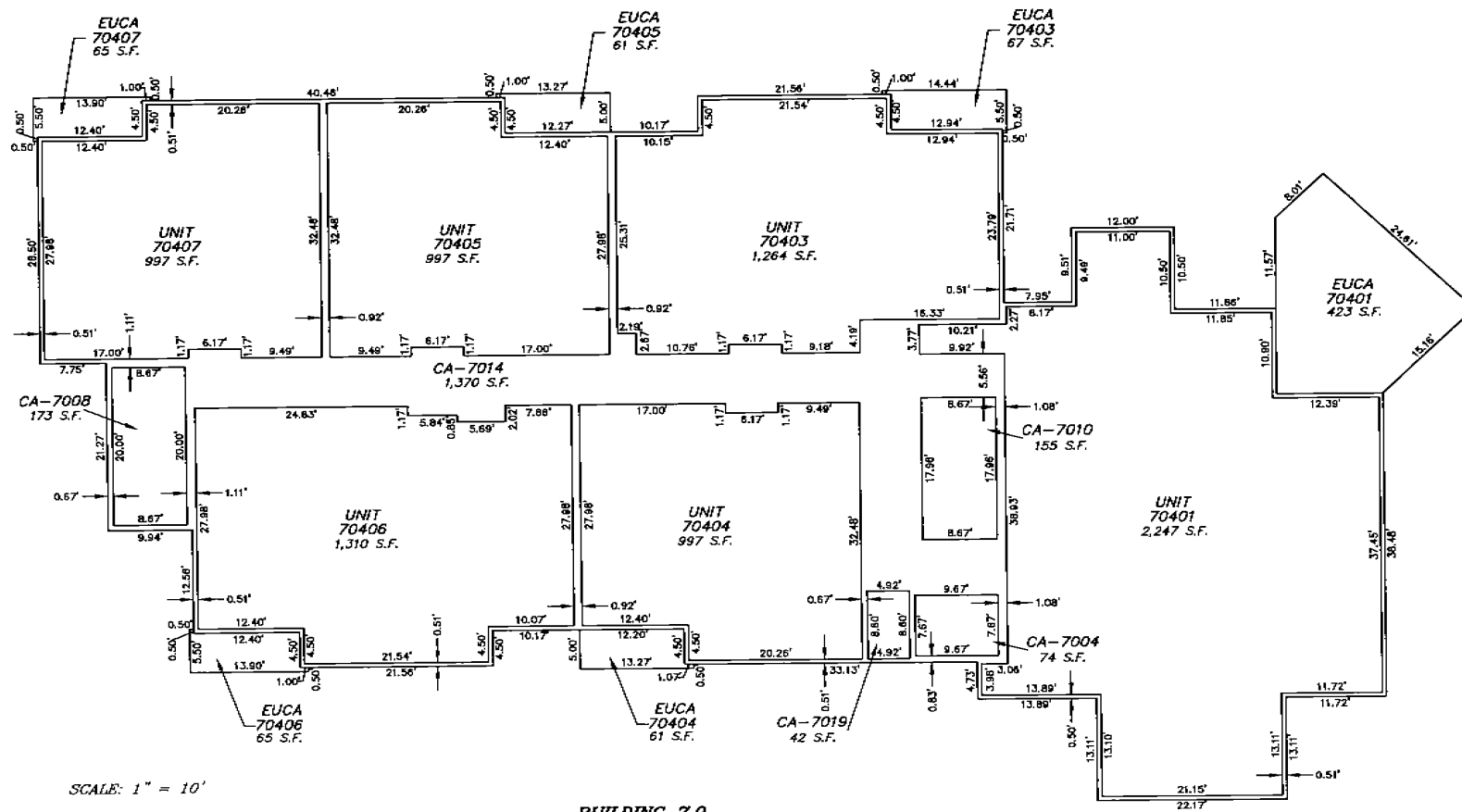


**BUILDING 7.0
LEVEL 3**

SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

*Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho*



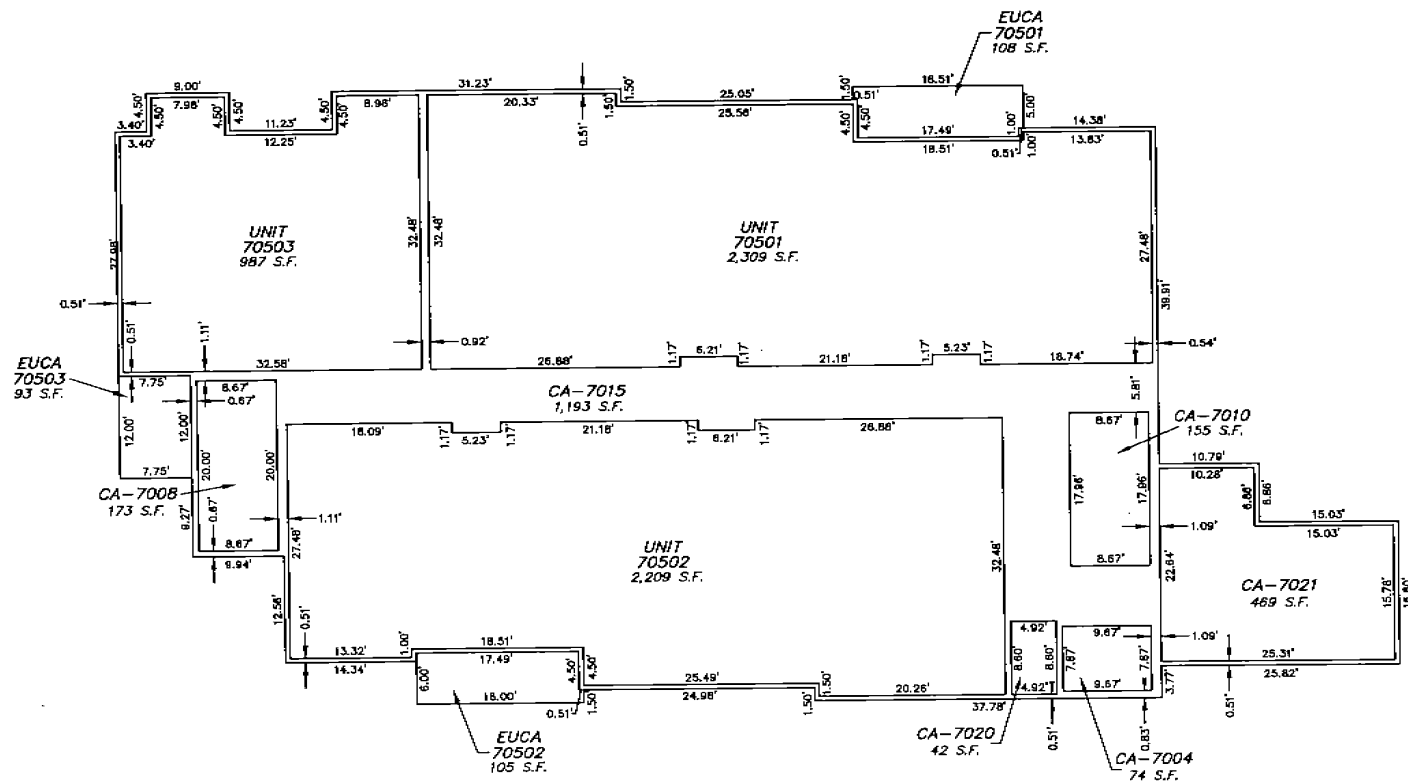
SCALE: 1" = 10'

**BUILDING 7.0
LEVEL 4**

SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

*Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho*



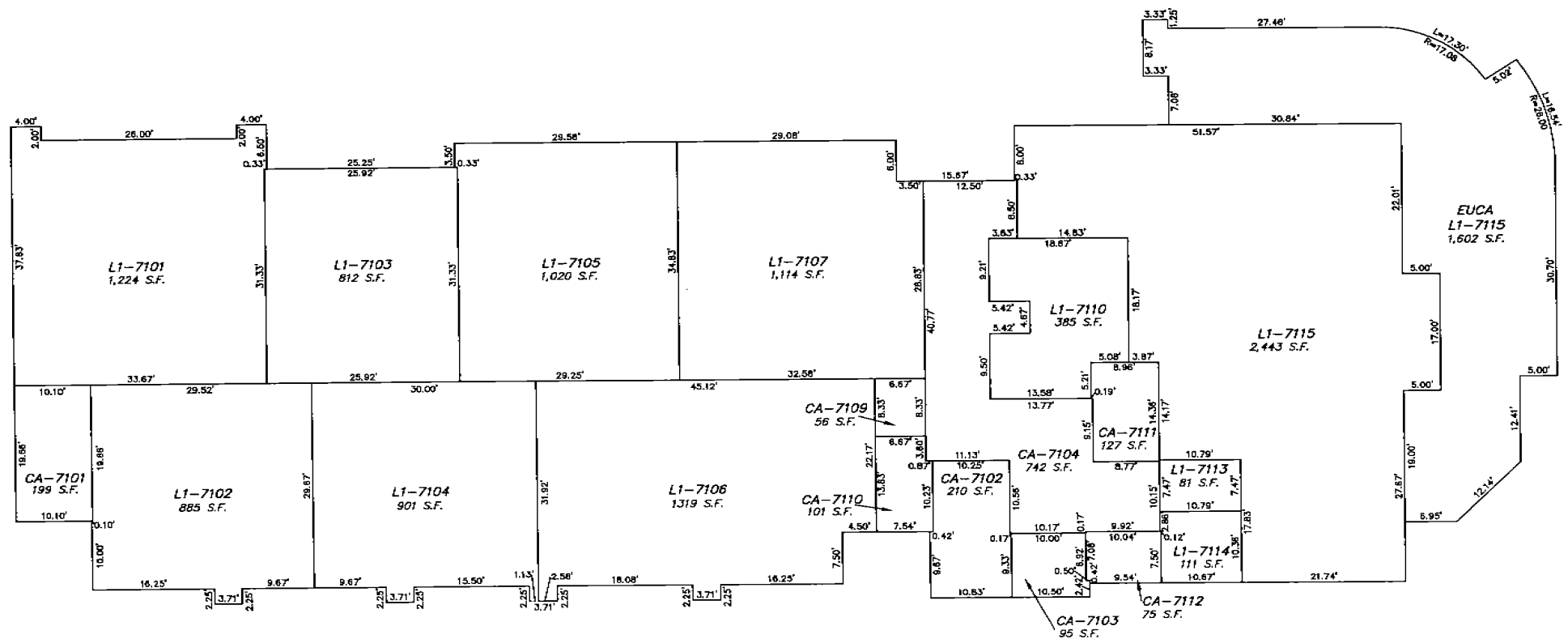
SCALE: 1" = 10'

**BUILDING 7.0
LEVEL 5**

SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

*Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho*



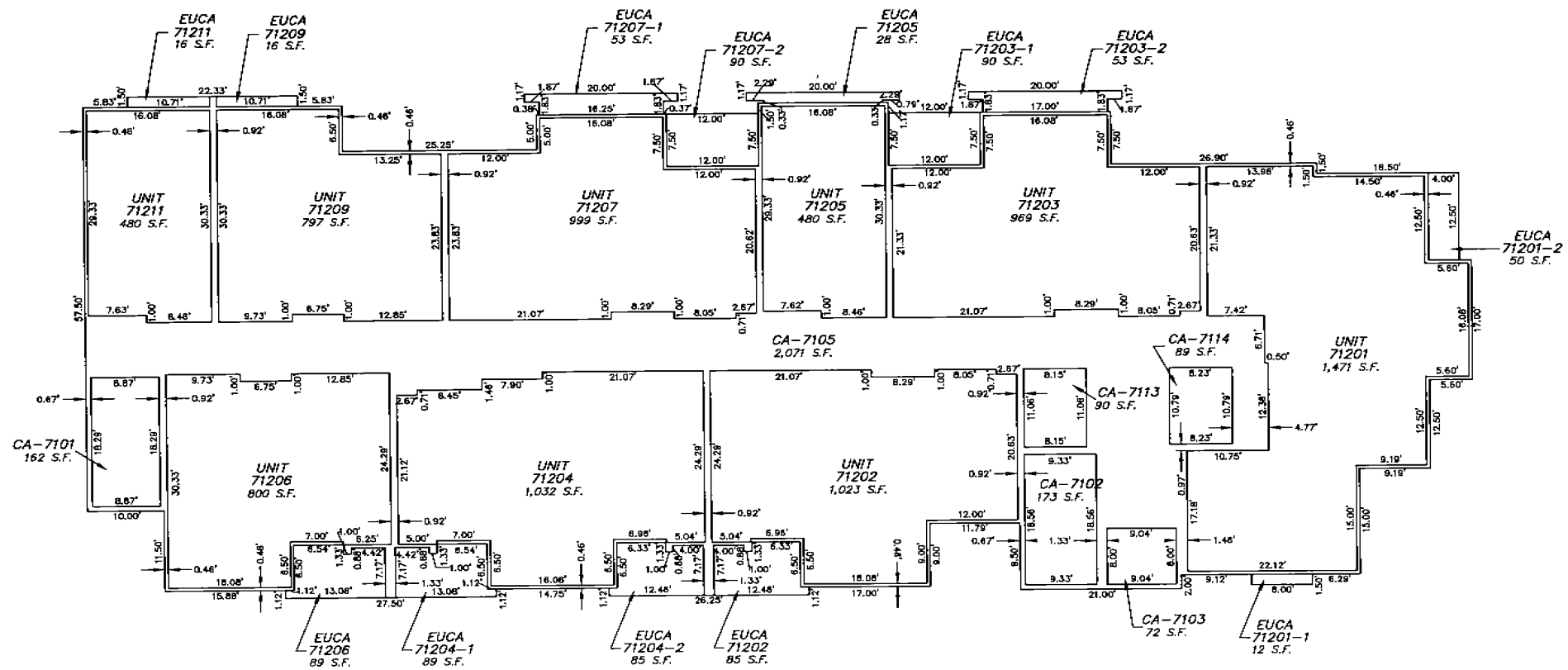
SCALE: 1" = 10'

BUILDING 7.1
PLAZA LEVEL

SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

*Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho*



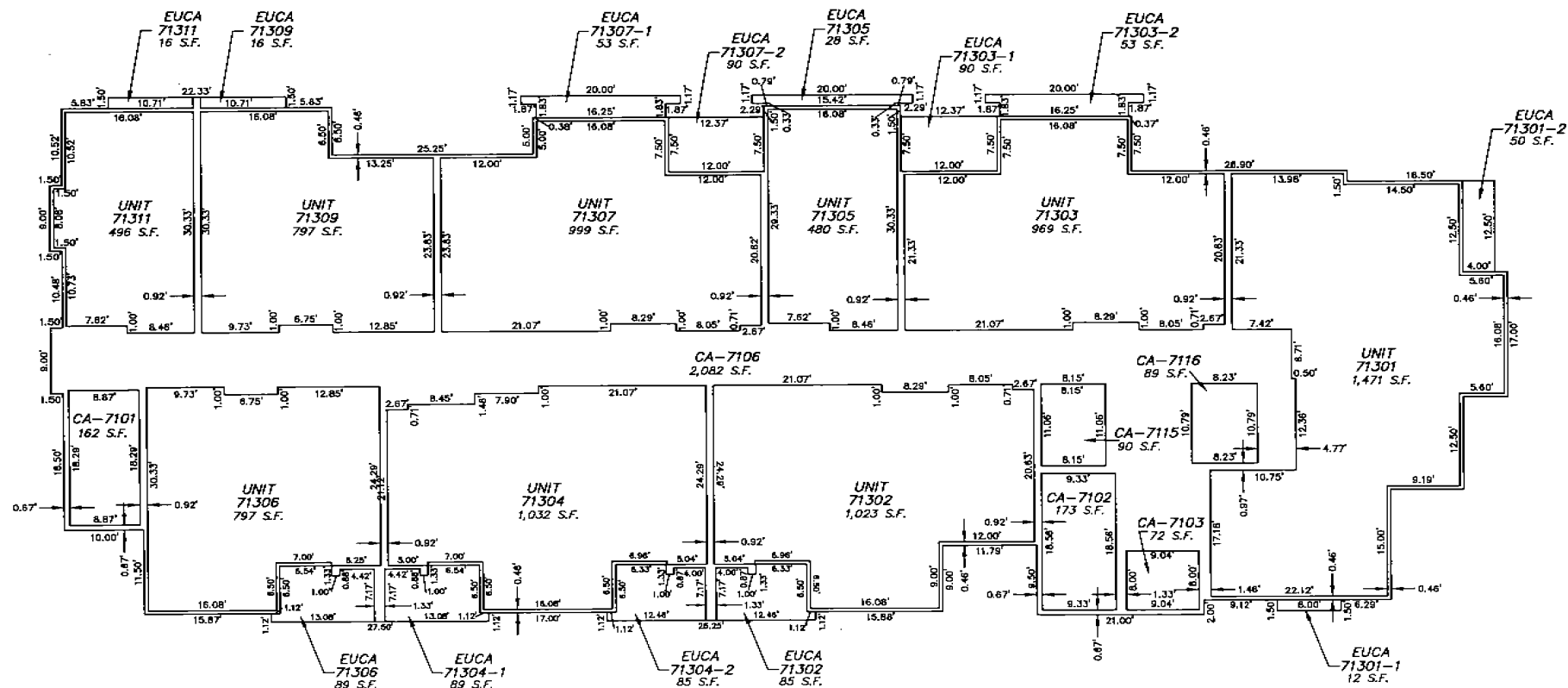
SCALE: 1" = 10'

**BUILDING 7.1
LEVEL 2**

SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

*Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho*



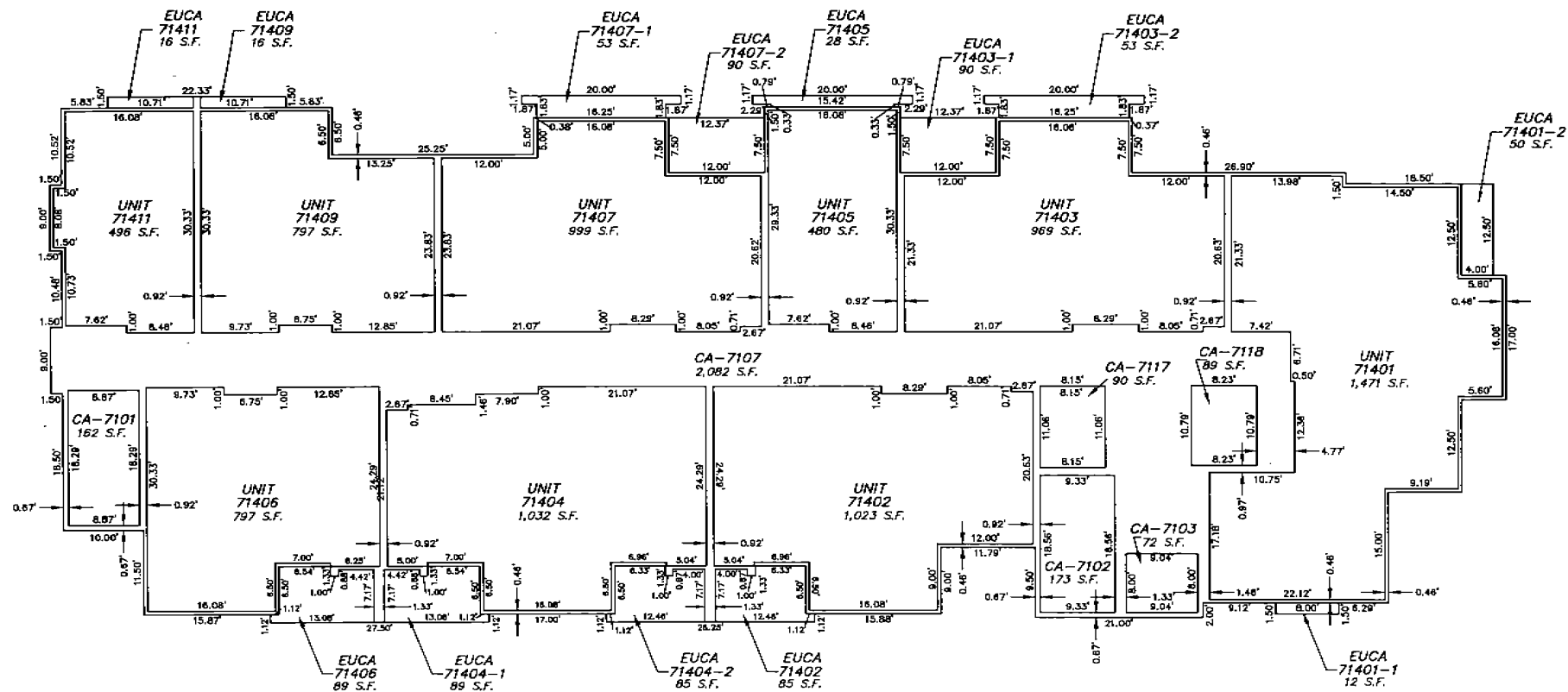
SCALE: 1" = 10'

**BUILDING 7.1
LEVEL 3**

SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho



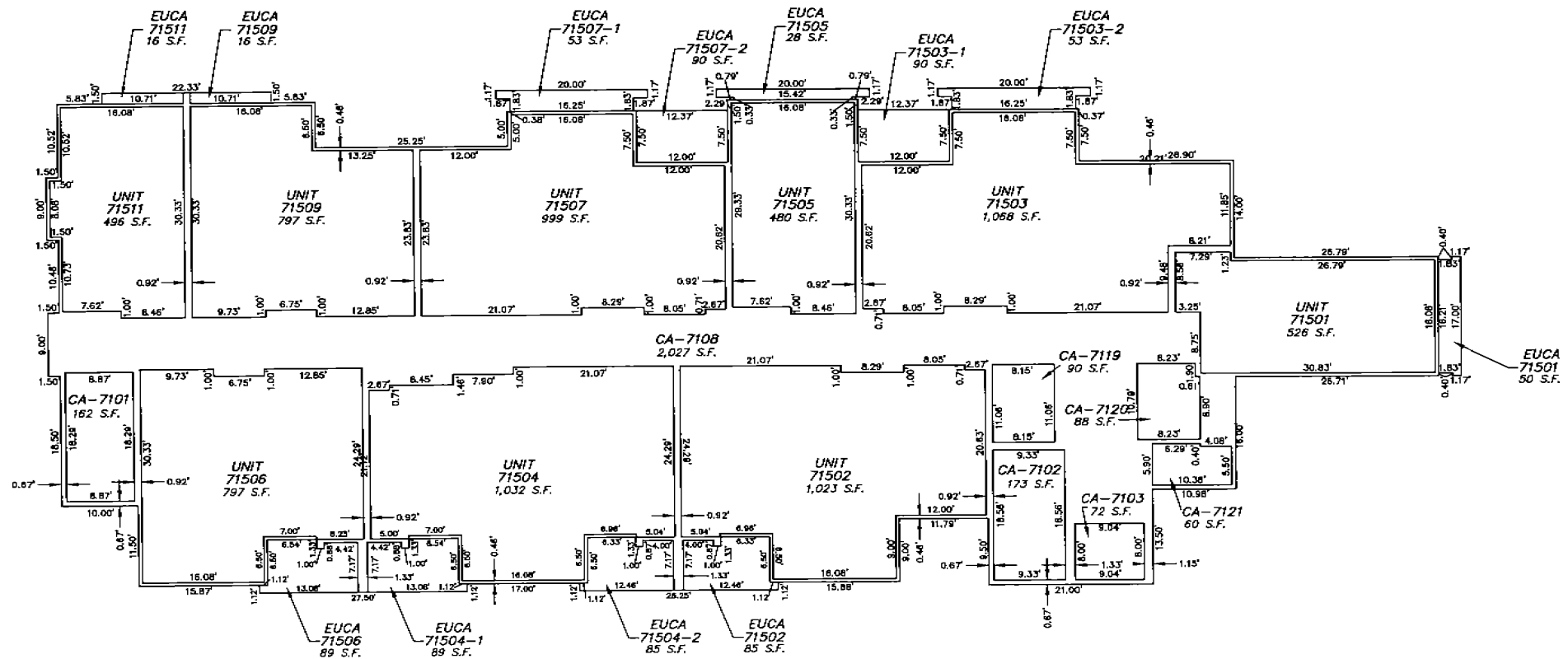
SCALE: 1" = 10'

BUILDING 7.1
LEVEL 4

SECESH ENGINEERING, INC.
McCall, Idaho

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

*Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho*



SCALE: 1" = 10'

BUILDING 7.1
LEVEL 5

SECESH ENGINEERING, INC.
McCall, Idaho

BUILDING 3.1
SEE SHEET 2

BUILDING 6.0
SEE SHEET 9

BUILDING 6.1
SEE SHEET 15

BUILDING 7.0
SEE SHEET 21

BUILDING 8.0
SEE SHEET 22

CA-01
1,721 S.F.

CA-02
765 S.F.

CA-03
164 S.F.

CA-04
192 S.F.

CA-05
33 S.F.

CA-06
1,002 S.F.

CA-07
1,756 S.F.

CA-21
147 S.F.

CA-23
4,904 S.F.

CA-25
316 S.F.

CA-26
402 S.F.

CA-36
5,597 S.F.

CA-34
429 S.F.

CA-35
431 S.F.

CA-24
470 S.F.

LG-01
24,982 S.F.

SEE DETAIL 2

SEE DETAIL 1

SHEET 20

SHEET 21

SHEET 22

SHEET 23

SHEET 24

SHEET 25

SHEET 26

SHEET 27

SHEET 28

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SHEET 256

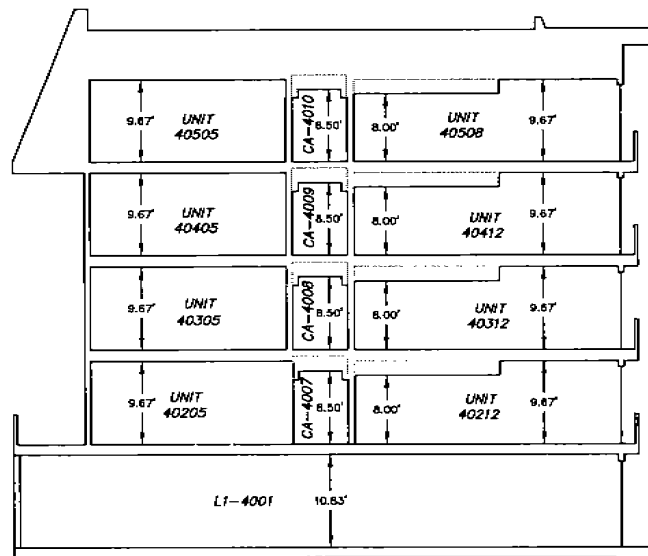
SHEET 257

SHEET 25

SHEET NO. 32 OF 36

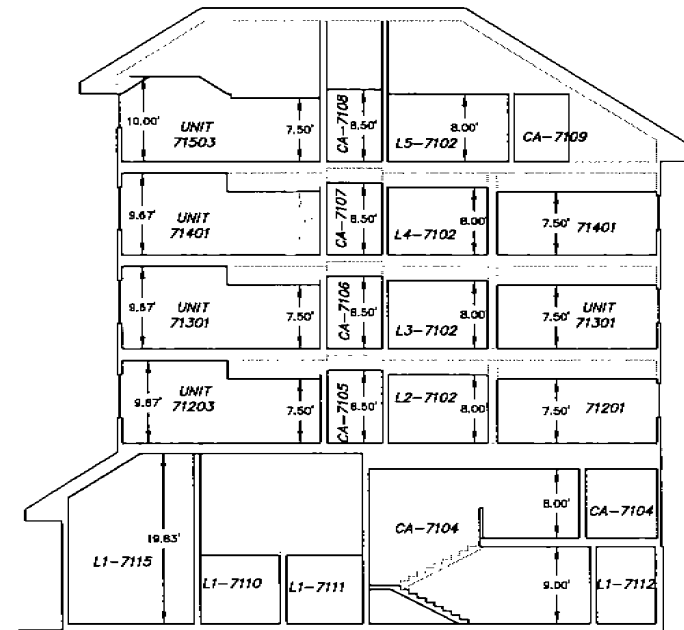
TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho



BUILDING 4
CROSS SECTION

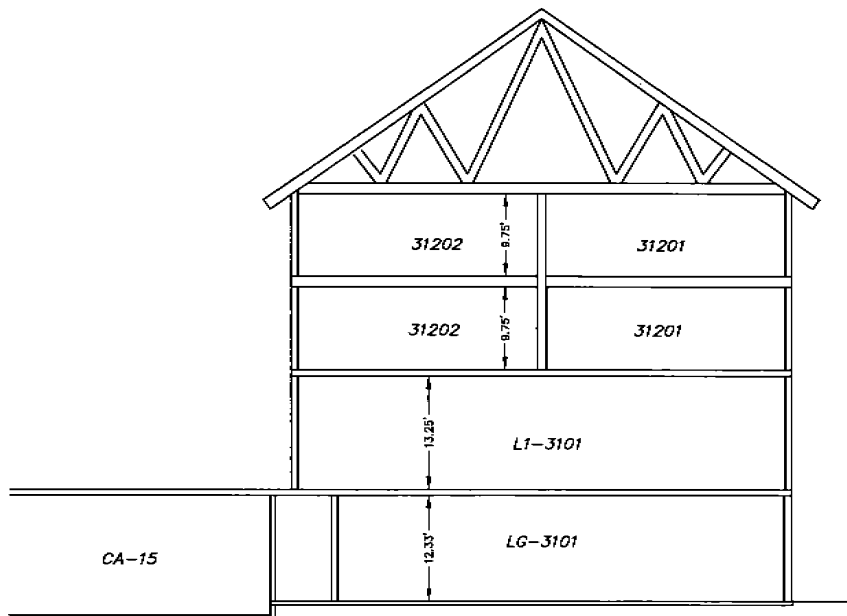
SCALE: 1" = 10'



BUILDING 7.1
CROSS SECTION

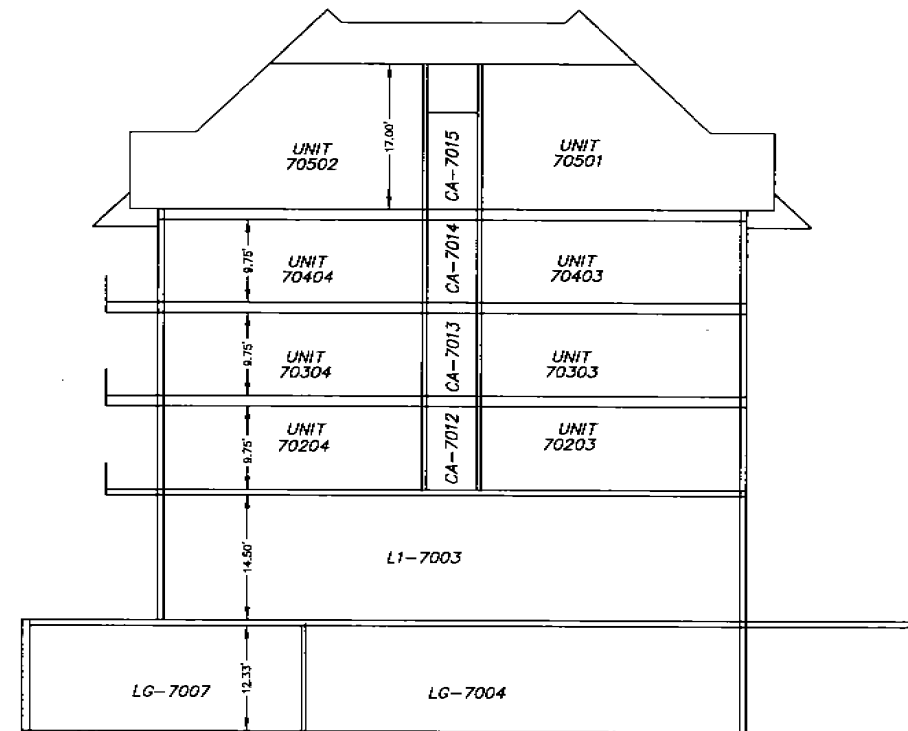
TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

*Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho*



**BUILDING 3
CROSS SECTION**

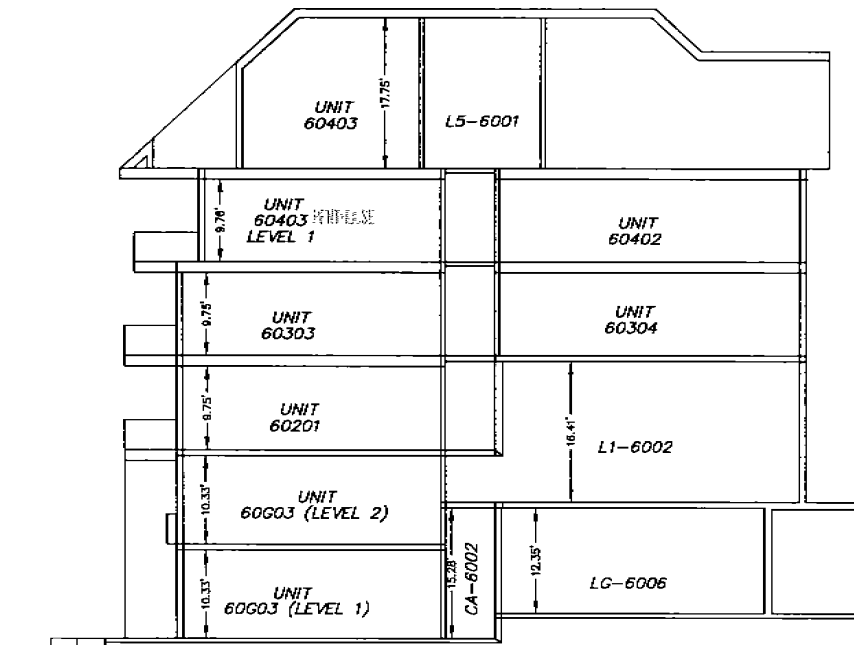
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**BUILDING 7.0
CROSS SECTION**

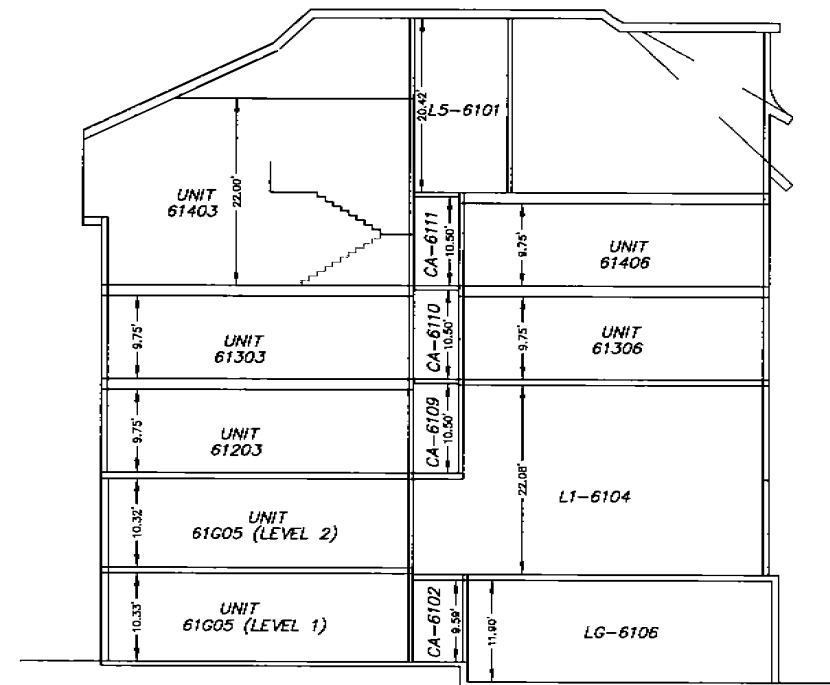
TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho



BUILDING 6.0
CROSS SECTION

SCALE: 1" = 10'



BUILDING 6.1
CROSS SECTION

TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

Located in Lot 16, Tamarack Resort Phase 2 Village
In the NW 1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho

CERTIFICATE OF OWNER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED IS THE OWNER OF THE PROPERTY HEREINAFTER DESCRIBED:

A parcel of land, Lot 16 Tamarack Resort Planned Unit Development Phase 2 Village, located in northwest 1/4 of Section 5, T.15N., R.3E., B.M., Valley County, Idaho, more particularly described as:

COMMENCING at the north 1/4 corner of said Section 5, as shown on Record of Survey Instrument Number 259083, in Book 7, Page 76 of surveys, records of Valley County, Idaho; thence, along the north line of said Section 5;

A.) N.89°48'37"W., 554.66 feet; thence, departing said section line,

B.) S.0°11'25"W., 958.72 feet; to the POINT OF BEGINNING; thence,

1.) Southwesterly along a curve to the left having a radius of 245.00 feet, an arc length of 163.85 feet, through a central angle of 38°20'31", and a chord bearing and distance of S.30°24'20"W., 163.91 feet; thence, tangent from said curve,

2.) S.11°15'08"W., 193.59 feet; thence,

3.) Southwesterly along said curve to the right having a radius of 245.00 feet, an arc length of 339.30 feet, through a central angle of 79°20'54", and a chord bearing and distance of S.50°54'32"W., 312.83 feet; thence,

4.) N.18°30'00"W., 61.04 feet; thence,

5.) N.71°30'00"E., 29.89 feet; thence,

6.) N.18°30'00"W., 135.33 feet; thence,

7.) S.71°28'08"W., 10.89 feet; thence,

8.) N.18°54'07"W., 129.81 feet; thence,

9.) N.71°30'00"E., 27.11 feet; thence,

10.) N.18°22'20"W., 41.70 feet; thence,

11.) N.2°13'31"E., 104.90 feet; thence,

12.) N.45°47'02"E., 57.98 feet; thence,

13.) Northeasterly along a curve to the right having a radius of 4663.31 feet, an arc length of 127.17 feet, through a central angle of 1°33'45", and a chord bearing and distance of N.8°11'53"E., 127.17 feet; thence,

14.) S.81°01'13"E., 50.00 feet; thence,

15.) Northeasterly along a curve to the right having a radius of 4613.31 feet, an arc length of 5.66 feet, through a central angle of 0°04'13", and a chord bearing and distance of N.9°00'54"E., 5.65 feet; thence,

16.) Northeasterly along a curve to the right having a radius of 75.00 feet, an arc length of 42.61 feet, through a central angle of 32°33'16", and a chord bearing and distance of N.25°19'38"E., 42.04 feet; thence,

17.) S.78°45'43"E., 69.93 feet; thence,

18.) N.79°45'03"E., 68.28 feet; thence,

19.) S.70°00'00"E., 41.33 feet; thence,

20.) S.20°00'00"W., 40.54 feet; thence,

21.) S.70°04'08"E., 26.00 feet; thence,

22.) N.20°00'00"E., 18.82 feet; thence,

23.) S.70°00'00"E., 8.67 feet; thence,

24.) S.20°00'00"W., 7.50 feet; thence,

25.) S.70°00'00"E., 21.50 feet; thence,

26.) S.20°00'00"W., 57.55 feet; thence,

27.) S.70°00'00"E., 90.43 feet to the POINT OF BEGINNING.

CONTAINING 4.38 Acres, more or less.

SUBJECT TO all Covenants, Rights-of-Way and Easements of Record.

All roads and road rights of way, all Utility Easements and Emergency Access Easements, and all Common Open Space Parcels which are depicted on this Plat are dedicated for the use and enjoyment of the members of the Tamarack Resort 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 for Village Plaza. Exclusive Open Space Parcels, Common Areas and Exclusive Use Common Areas which are depicted on this Plat are dedicated for the use and enjoyment of members of the Tamarack Resort Association specified in the Supplemental Declaration for Village Plaza, 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 for Village Plaza.

TAMARACK RESORT LLC

By: _____
JEAN-PIERRE BOESPFLUG,
Managing Director & CEO

ACKNOWLEDGMENT

STATE OF IDAHO,)
(ss.
COUNTY OF _____)

On this _____ day of _____, 2005, before me, _____, a Notary Public in and for said State, personally appeared JEAN-PIERRE BOESPFLUG, known or identified to me to be the Managing Director and CEO of TAMARACK RESORT LLC, the limited liability company that executed the instrument or the person who executed this instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

NOTARY PUBLIC FOR IDAHO

Residing at: _____

My Commission Expires: _____

APPROVAL OF

THE BOARD OF VALLEY COUNTY COMMISSIONERS

ACCEPTED AND APPROVED THIS _____ DAY OF _____, 2005, BY THE BOARD OF COUNTY COMMISSIONERS OF VALLEY COUNTY, IDAHO.

CHAIRMAN

APPROVAL OF

THE VALLEY COUNTY PLANNING AND ZONING COMMISSION

ACCEPTED AND APPROVED THIS _____ DAY OF _____, 2005, BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

CHAIRMAN

CERTIFICATE OF COUNTY SURVEYOR

I, JOHN RUSSELL, REGISTERED PROFESSIONAL LAND SURVEYOR FOR VALLEY COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

VALLEY COUNTY SURVEYOR

CERTIFICATE OF SURVEYOR

I, RALPH MILLER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

RALPH MILLER
IDAHO NO. 8577



CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE _____

COUNTY TREASURER

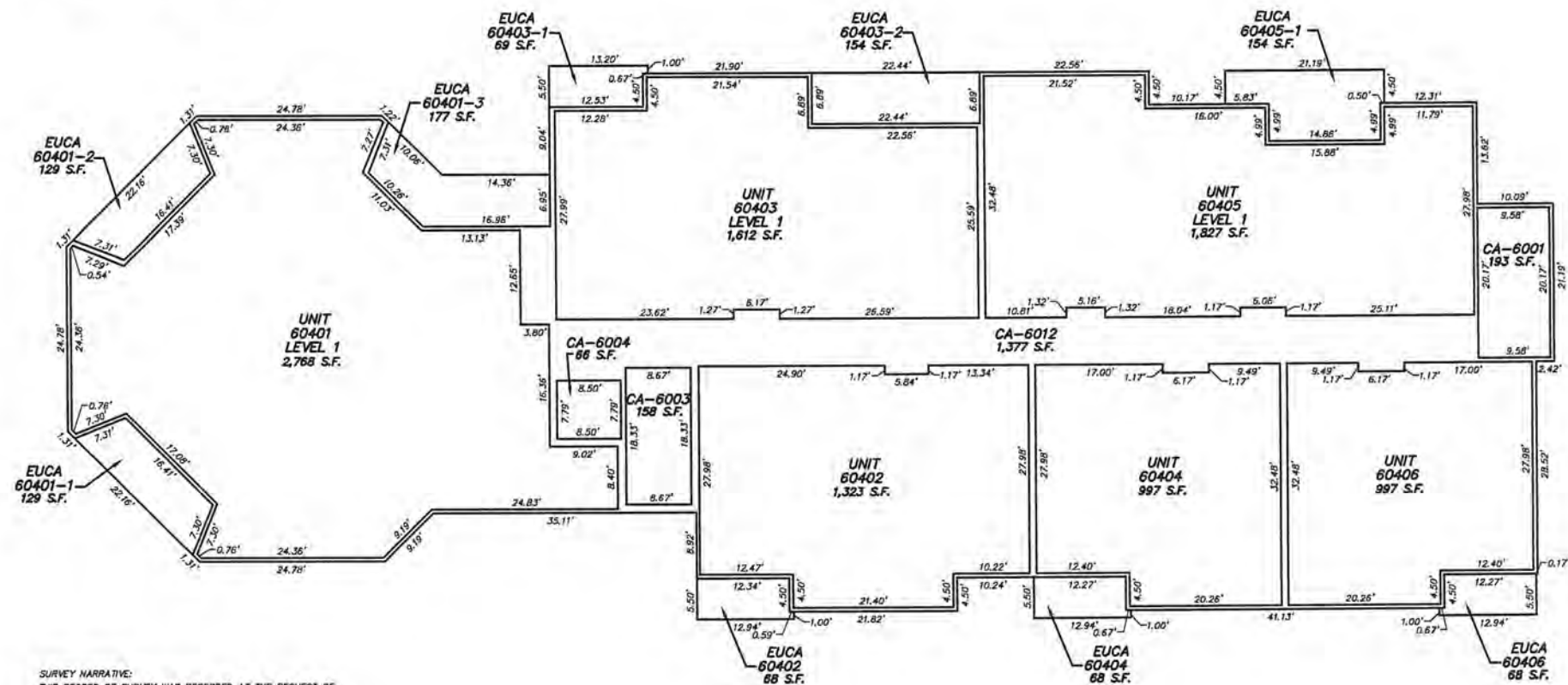
SECESH ENGINEERING, INC.

McCall, Idaho

8k 14 pg 307

RECORD OF SURVEY TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

Building 6.0, Levels 4 and 5
Tamarack Resort Village Plaza Condominium
Located in Lot 16, Tamarack Resort Phase 2 Village
in the NW1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho
2023



SURVEY NARRATIVE:
THIS RECORD OF SURVEY WAS RECORDED AT THE REQUEST OF TRH-VILLAGE, LLC AND TAMARACK RESORT TWO, LLC TO AMEND THE DIMENSIONS AND AREAS OF THE UNITS, COMMON AREAS, AND EXCLUSIVE USE COMMON AREAS (EUCA) SHOWN HEREON FOR BUILDING 6.0 LEVELS 4 AND 5.
REFER TO SHEETS 13 & 14 OF 16 TAMARACK RESORT CONDOMINIUM, BOOK 10, PAGE 26, INSTRUMENT NO. 301738. THE BOUNDARIES WERE DEFINED BY CONSTRUCTION DRAWINGS PROVIDED BY THE ARCHITECT AND DIMENSION PROVIDED BY TRH-VILLAGE, LLC.

BUILDING 6
LEVEL 4

Instrument # 455483
VALLEY COUNTY, CASCADE, IDAHO
2-13-2023 10:06:04 AM No. of Pages: 2
Recorded for : DUNN LAND SURVEYS, INC
DOUGLAS A. MILLER Fee: 10.00
Ex-Officio Recorder Deputy
Index to: RECORD OF SURVEY

NA



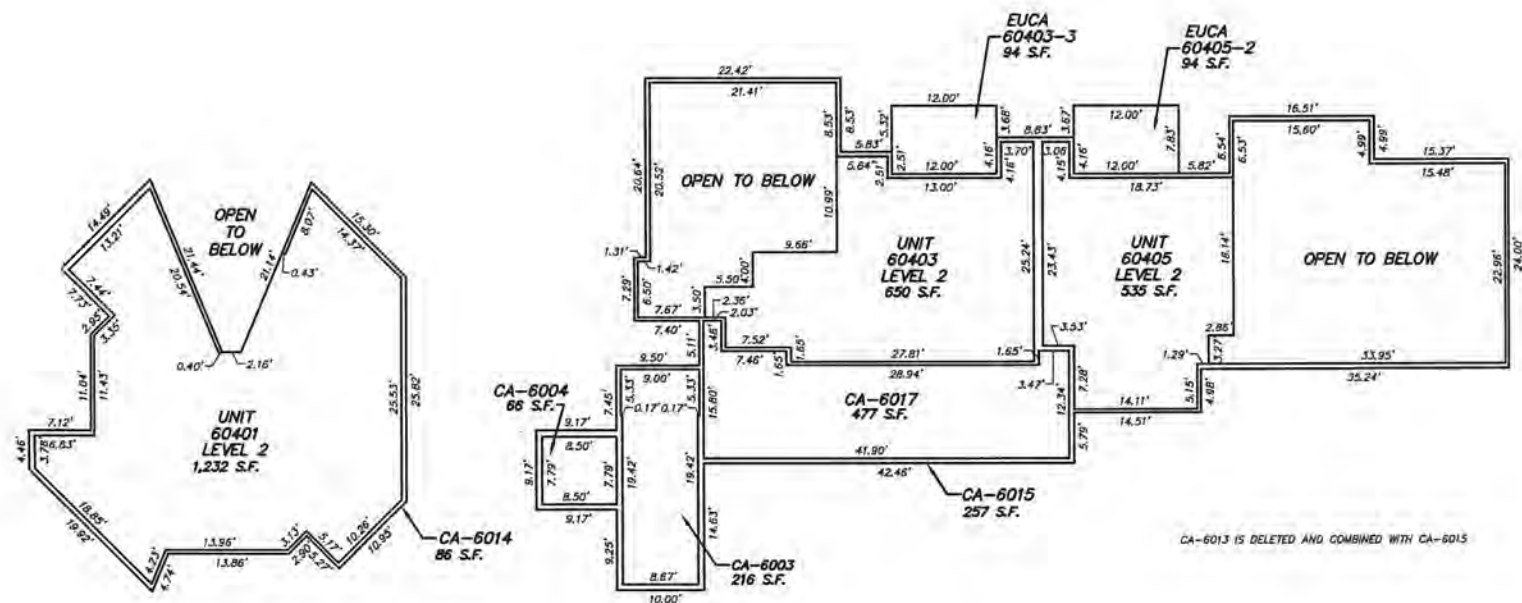
SHEET 1 OF 2

25 COYOTE TRAIL
CASCADE, ID 83611

dunn
LAND SURVEYS, INC.

RECORD OF SURVEY TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

Building 6.0, Levels 4 and 5
Tamarack Resort Village Plaza Condominium
Located in Lot 16, Tamarack Resort Phase 2 Village
in the NW1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho
2023



BUILDING 6.0
LEVEL 5

Instrument # 455483
VALLEY COUNTY, CASCADE, IDAHO
2-13-2023 10:06:04 AM No. of Pages: 2
Recorded for : DUNN LAND SURVEYS, INC
DOUGLAS A. MILLER Fee: 10.00
Ex-Officio Recorder Deputy
Index to: RECORD OF SURVEY

NA



Instrument # 458007

VALLEY COUNTY, CASCADE, IDAHO

7-14-2023 10:58:43 AM No. of Pages: 2

Recorded for: DUNN SURVEYING

DOUGLAS A. MILLER

Fee: 18.00

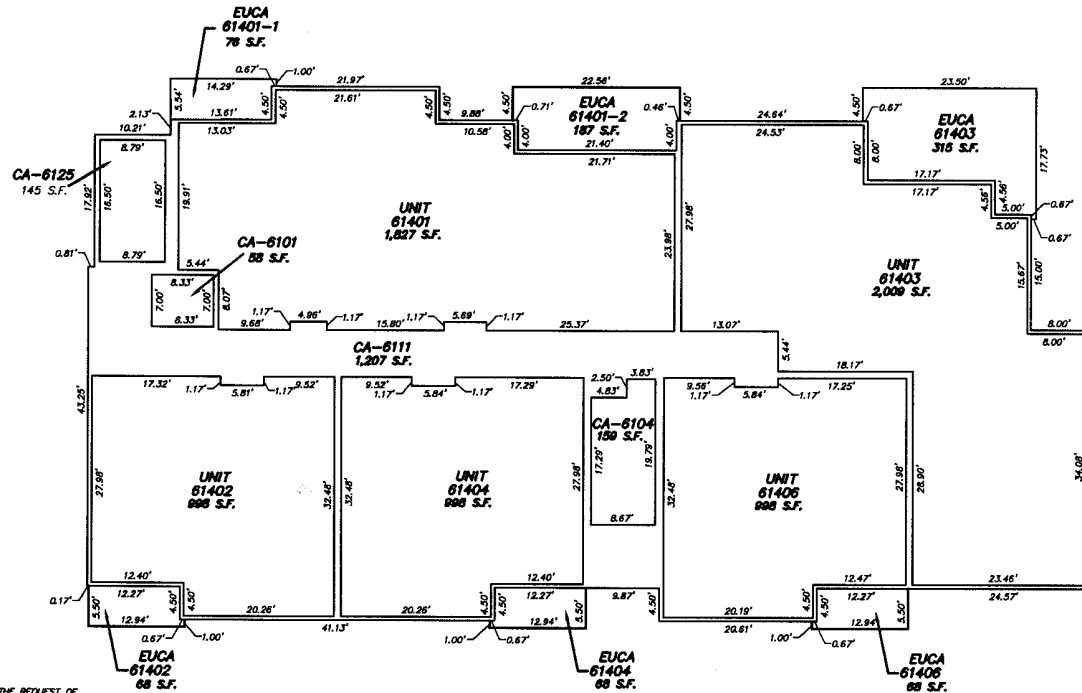
Ex-Officio Recorder Deputy

Index to: RECORD OF SURVEY

Bk 14 Pg 333

RECORD OF SURVEY TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

Building 6.1, Levels 4 and 5
Tamarack Resort Village Plaza Condominium
Located in Lot 18, Tamarack Resort Phase 2 Village
in the NW1/4 of Section 5, T.15N., R.3E., B.M.
Valley County, Idaho
2023



SURVEY NARRATIVE:
THIS RECORD OF SURVEY WAS RECORDED AT THE REQUEST OF TRH-VILLAGE, LLC AND TAMARACK RESORT TWO, LLC, FOR THE PURPOSE OF DIVIDING THE BUILDING 6.1, LEVEL 4, INTO UNITS AND COMMON AREAS. THE UNITS, COMMON AREAS, AND EXCLUSIVE USE COMMON AREAS (EUCA) SHOWN HEREON FOR BUILDING 6.1, LEVELS 4 AND 5.

REFER TO SHEETS 17 & 18 OF 18, TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM, RECORD 2023, FOR THE DIMENSIONS AND AREAS OF THE UNITS, COMMON AREAS, AND EXCLUSIVE USE COMMON AREAS PROVIDED BY THE ARCHITECT AND DIMENSIONS PROVIDED BY TRH-VILLAGE, LLC.

CERTIFICATE OF SURVEYOR

I, DANIEL T. DUNN, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY, AND IS IN CONFORMITY WITH THE CURRENT LAWS OF THE STATE OF IDAHO PERTAINING TO PLATS AND SURVEYS.

BUILDING 6.1
LEVEL 4



SHEET 1 OF 2

25 COYOTE TRAIL
CASCADE, ID 83611



Instrument # 458007

VALLEY COUNTY, CASCADE, IDAHO

7-14-2023 10:50:43 AM No. of Pages: 2

Recorded for: DUNN SURVEYING

DOUGLAS A. MILLER

Fee: 10.00

Ex-Officio Recorder Deputy

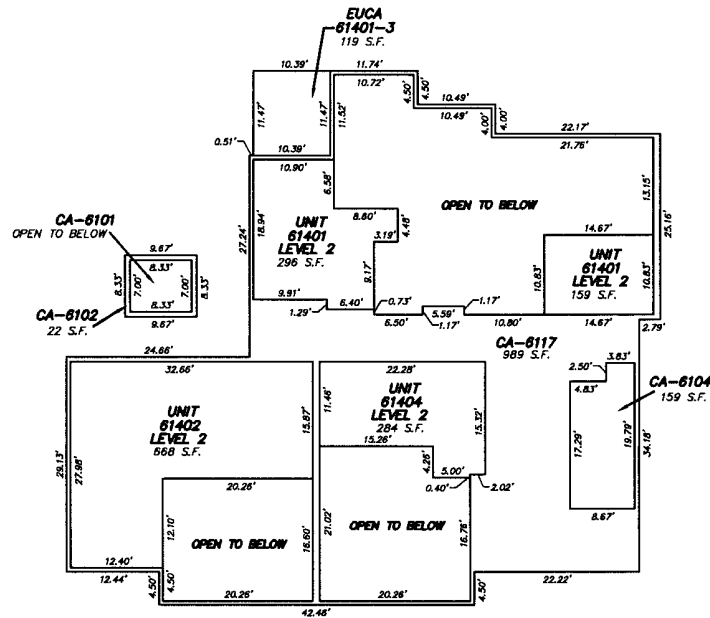
Index to: RECORD OF SURVEY

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RECORD OF SURVEY TAMARACK RESORT VILLAGE PLAZA CONDOMINIUM

Building 6.1, Levels 4 and 5
Tamarack Resort Village Plaza Condominium
Located in Lot 16, Tamarack Resort Phase 2 Village
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BUILDING 6.1
LEVEL 5

