

INSTRUMENT NO. 108440

BYLAWS
OF
TAMARACK VIEW ESTATES OWNERS' ASSOCIATION, INC.

AN IDAHO NONPROFIT CORPORATION

ARTICLE 1. OFFICES

Section 1: Principal Office: The principal office of Tamarack View Estates Property Owners' Association, an Idaho nonprofit corporation (the "Corporation"), shall be located at the corner of Highway 59 and Rim Road, New Meadows, 83654. The Corporation may have such other offices as the Board of Directors may designate or as the business of the Corporation may require from time to time.

Section 2: Registered Agent: The registered agent for the Corporation shall be Walter Lawrence Clem, Jr. The registered office for the Corporation shall be located at corner of Highway 59 and Rim Road, New Meadows, 83654, and may be changed from time to time by appropriate Resolution of the Board of Directors.

ARTICLE 2. MEMBERSHIP AND VOTING RIGHTS

Section 1: Organization: The Corporation is organized as an Idaho corporation under the Idaho Nonprofit Corporation Law. The Corporation is charged with the duties and vested with the powers prescribed by law and set forth in the Articles, and the Declaration of Covenants, Conditions and Restrictions for Tamarack View Estates (hereinafter "Declaration"), recorded at the office of the Adams County Recorder. Neither the Articles nor these Bylaws shall, for any reason, be amended or otherwise changed so as to be inconsistent with the Declaration. In the event that there should exist any ambiguity in any provision of the Articles or these Bylaws, then such provision shall be construed, to the extent possible, so that such provision shall be interpreted to be consistent with the provisions of the Declaration.

Section 2: Membership: Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot located within the property which is known as Tamarack View Estates, as shown on a recorded plat or plats for the same with the Adams County, Idaho Recorder, shall be a Member of the Corporation, unless specifically excluded pursuant to a Supplemental Declaration recorded by the Declarant prior to the sale of such Lot. Membership shall be appurtenant to and may not be separated from the fee ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership, and shall be determined by the records of the Office of Assessor and Recorder for Adams County, Idaho. Transfer of a Lot shall automatically transfer membership in the Corporation.

Section 3: Members in Community Association: Each Owner shall be a Member of the Association. An Owner shall automatically be a holder of the membership appurtenant to such Owner's Lot, and the membership shall automatically pass with fee simple title to the Lot. Declarant shall hold one membership in the Association for each Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot, except that the Owner may assign some or all the Owner's rights as an Owner and as a Member of the Association to a contract purchaser, tenant or First Mortgagee, and may arrange for such person to perform some or all of such Owner's obligations as provided in this Declaration, but no such delegation or assignment shall relieve an Owner from the responsibility for full fulfillment of the obligations of the Owner under the Association documents.

Section 4: Suspension of Voting Rights: No member shall be entitled to vote or be counted for purposes of a quorum unless they are then current in the payment of assessments, whether Regular or Special, which have been levied by the Association.

Section 5: Control by Declarant: Until transfer of control of the Association by Declarant to the Members, pursuant to Section 4.6 of the Declaration, the Declarant shall have the right to appoint a majority of the members of the Board of Directors. "Declarant" as used in these Bylaws refers to the Declarant named in the Declaration, its successors and assigns. "The Property" as used in these Bylaws shall mean the Property described in the attached **Exhibit A**, together with any additional property which is annexed into the Property, pursuant to the terms of the Declaration. Declarant shall have the option, at its sole discretion, of turning over control and management of the Corporation to the members prior to the transfer of control date. "Transfer of control" and "transfer of control date" as used in these Bylaws shall have the same meaning as provided at Section 4.6 of the Declaration.

ARTICLE 3. MEETINGS

Section 1: Annual Meetings: An annual meeting of the Members shall be held during the month of July in each year. The exact date, time and place of the meeting shall be established by the Board of Directors. The annual meeting shall be for the purpose of electing directors, and for the transaction of such other business as may come before the meeting.

Section 2: Special Meetings: Special meetings of the Members may be called by the Board of Directors or on the request of not fewer than ten percent (10%) of the Members of the Corporation, subject to Article 2, Section 5 above.

Section 3: Place of Meetings: The Board of Directors may designate any place, either within or without the State of Idaho, as the place of meeting for any annual meeting or for any special meeting. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be the principal office of the Corporation in the State of Idaho.

Section 4: Notice of Meeting: Written notice stating the place, day and hour of any meeting of Members shall be delivered either personally, by mail, by facsimile, or by e-mail if reply is given, to each member, not less than fifteen (15) days before the date of the meeting. If mailed, notice shall be sent to each member at the address shown on the records of the Secretary of the Corporation; or, if no such record exists, to the address shown on the records of the Adams County Assessor.

Section 5: Waiver of Notice: Whenever any notice is required to be given to any member under the provisions of the Idaho Nonprofit Corporation Act as set forth in Title 30, Chapter 3, Idaho Code (the "Act") or under the provisions of the Articles of Incorporation of the Corporation (the "Articles") or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 6: Officers of the Members' Meeting: The presiding officer at members' meetings shall be the President of the Corporation or, in the absence of the President, the Vice President or, in the absence of both the President and Vice President, a chairman elected by the Members present at the meeting. The Secretary of the Corporation or, in the absence of the Secretary, any person appointed by the presiding officer of the meeting, shall act as Secretary of a members' meeting.

Section 7: Quorum and Voting Requirements: One-third (1/3) of the Members entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Members. The Members present at a duly organized and conveyed meeting where a quorum has been present can continue to business as a quorum until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If a quorum is present, the affirmative vote of the majority of the Members represented at the meeting and entitled to vote on the subject matter shall be the act of the members, unless the vote of a greater number is required by the Act, the Articles, or the Bylaws.

Section 8: Proxies: A member may vote either in person or by proxy executed in writing by the member. No proxy shall be valid after eleven (11) months from the date of its execution. Every proxy shall be revocable at the pleasure of the member who executed it.

Section 9: Action by Members Without a Meeting: Any action required or permitted to be taken at a meeting of the Members of the Corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof. Such consent shall have the same effect as a unanimous vote of members, and may be stated as such in any articles or documents filed with the Idaho Secretary of State under the Act.

ARTICLE 4. DIRECTORS

Section 1: General Powers and Standard of Care: All corporate powers shall be exercised by or under authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors, except as may be otherwise provided in the Act, in the Articles, or herein.

Section 2: Number, Tenure and Qualifications: There shall be not less than three (3) nor more than five (5) directors, the exact number to be determined by the Declarant until the transfer of control date, and by the existing Board of Directors thereafter.

Until the transfer of control date, the Declarant shall appoint a majority of the members of the Board of Directors.

The remaining Director(s) shall be elected for staggered terms. Each such director shall hold office until the end of the term or until a successor shall be elected and qualified. Such remaining Directors shall be elected when necessary at the annual meeting of the membership by a majority vote of the voting Members present. After the transfer of control date, Directors shall be Members of the Corporation.

Section 3: Vacancies: Any vacancy occurring on the Board of Directors and any directorship to be filled by reason of any increase in the number of directors shall be filled by the Board of Directors. Directors elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office.

Section 4: Removal of Directors: Any director may be removed from office either with or without cause at any time by a vote of the Members representing fifty-one percent (51 %) of the total membership at any special meeting called for that purpose, subject to Article 2, Section 5 above.

Section 5: Regular Meetings: A regular annual meeting of the Board of Directors shall be held without other notice than this Bylaw, immediately following the annual meeting of members. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board.

Section 6: Special Meetings: Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. The person or persons authorized to call special meetings of the Board may designate any place as the place for holding any special meeting of the Board called by them.

Section 7: Notices: Notice of any special meeting of the Board of Directors shall be given at least five (5) days previous thereto by written notice delivered personally, by mail, by facsimile, or by e-mail if reply is given, to each director at his address as shown by the records of the Corporation. The attendance of a director at any meeting shall indicate that such director received notice of such meeting. The purpose of any special meeting of the Board shall be specified in the notice or waiver of notice of such meeting.

Section 8: Quorum: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if fewer than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting without further notice. Once a quorum is established, it shall remain for the duration of the meeting.

Section 9: Manner of Acting: The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless otherwise provided by law or by these Bylaws.

Section 10: Informal Action: Any action required to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action as taken shall be signed by a majority of the directors.

Section 11: Compensation: The officers and directors shall serve without compensation, but reasonable expenses incurred may be reimbursed when expended for an in the interest of the Corporation and approved by the Board of Directors in advance.

Section 12: Director Conflicts of Interest: No contract or other transaction between the Corporation and one or more of its Directors or any other corporation, firm, association, or entity in which one or more of its directors are Directors or officers or are financially interest, shall be either void or voidable because of such relationship or interest or because such Director or Directors are present at the meeting of the Board of Directors 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:

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

(b) The fact of such relationship or interest is disclosed or known to the Members entitled to vote and they authorize, approve, or ratify such contract or transaction by vote or written consent, in which vote or consent such interested Directors may participate to the extent that they are also members; or

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

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

ARTICLE 5. OFFICERS

Section 1: Number and Title: The officers of the Corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect one or more assistant secretaries or one or more assistant Treasurers as it may be felt desirable. Any two or more offices may be held by the same person, except the office of President and the office of Secretary must be held by two different persons when there is more than one Director.

Section 2: Election and Term of Office: The officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon as possible. Each officer shall hold office until their successor shall be duly elected and qualified.

Section 3: Vacancies: Vacancies may be filled or a new office created and filled at any meeting of the Board.

Section 4: Removal: Any officer elected or appointed by the Board of Directors may be removed by an affirmative vote of two-thirds (2/3) of the total Board whenever, in its judgment, the best interest of the corporation would be served thereby.

Section 5: President: The President shall preside at all meetings of the Board of Directors and the general membership. He may sign with the Secretary, or any other proper officer of the corporation authorized by the Board of Directors, any deed, mortgage, bond, contract, or other instrument which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated to some other officer or agent of the Corporation. In general, s/he shall perform all duties incident to the office of President and such other duties which shall be prescribed by the Board of Directors from time to time.

Section 6: Vice President: In the absence of the President or in the event of the President's inability or refusal to act, the Vice President (or in the event there shall be more than one Vice President, the Vice Presidents in order of their election) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform other duties as from time to time may be assigned by the President or the Board of Directors.

Section 7: Secretary: The Secretary shall keep the permanent minutes of the meetings of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Bylaws, or as required by law; be custodian of the corporate records and corporate seal; keep a register of the name and post office address of each corporate member, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or the Board of Directors.

Section 8: Treasurer: The Treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; the Treasurer shall assure that the bookkeeper receive and give receipts for money due and payable to the Corporation from any source whatsoever and deposit all monies in the name of the Corporation in such bank or other financial institution as shall be selected by the Board of Directors, and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors. The Treasurer and executive director shall, with the appropriate standing committee, prepare an annual operating budget showing income and expenses to be presented to the Board for approval at the annual regular meeting of the Board of Directors.

ARTICLE 6. COMMITTEES

Section 1: Standing Committees: The Board of Directors may establish such additional committees as are necessary and appropriate to carry out the business of the Corporation. Each committee shall have the duties and responsibilities delegated to it by the Board of Directors.

Section 2: Duties: The duties, responsibilities, authority and composition of all standing committees and ad hoc committees shall be stated in writing and adopted by resolution of the Board of Directors.

Section 3: Term of Office: All committee Members shall serve until the first meeting following their appointment or until their successors have been appointed.

ARTICLE 7. DUTIES AND POWERS OF THE CORPORATION

Section 1: General Powers of the Corporation: The specific and primary purposes and powers of the Corporation and its Board of Directors are to enforce the provisions of the Declaration and the Corporation's Articles and these Bylaws, and any other instruments relating to the management and control of the Corporation. The Corporation may do any and all other acts and things that a nonprofit corporation is empowered to do, which may be necessary, convenient or desirable in the administration of its affairs for the specific and primary purposes of meeting its duties set forth in the Declaration. The Corporation, through its Board of Directors, shall have the authority to delegate its powers to committees, offices of the Corporation or its employees.

Section 2: Corporation Rules: The Board of Directors shall have the power to adopt, amend, and repeal such rules and regulations as it deems reasonable. The rules of the Corporation shall govern such matters in furtherance of the purposes of the Corporation. The rules of the Corporation may not discriminate among Owners and shall not be inconsistent with the Declaration, the Articles or Bylaws. A copy of the rules of the Corporation as they may from time to time be adopted, amended or repealed or a notice setting forth the adoption, amended or repealed or a notice setting forth the adoption, amendment or repeal of specific portions of the rules of the Corporation shall be delivered to each Owner in the same manner established in the Declaration for the delivery of notices. Upon completion of the notice requirements, said rules of the Corporation shall have the same force and effect as if they were set forth in and were part of the Declaration and shall be binding on the Owners and their successors in interest whether or not actually received. The rules of the Corporation, as adopted, amended or repealed, shall be available at the principal office of the Corporation to each owner. In the event of any conflict between any such rules of the Corporation and any other provision of the Declaration, or the Articles or these Bylaws, the provisions of the rules of the Corporation shall be deemed to be superseded by the provisions of the Declaration, the Articles or these Bylaws to the extent of any such conflict.

ARTICLE 8. MISCELLANEOUS

Section 1: Indemnification: The Corporation shall indemnify any director, officer or former director or officer of the Corporation against expenses actually and reasonably incurred by him in connection with the defense of any action, suit or proceeding, civil or criminal, in which he is made a party by reason of being or having been a director or officer, except in relation to matters as to which he is adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty to the Corporation.

Section 2: Depositories: All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, savings and loan associations, trust companies, or other depositories as the Board of Directors may elect.

Section 3: Contracts: The Board of Directors may authorize any officer(s) or agent(s) of the Corporation, in addition to the officers authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 4: Checks, Drafts, Etc.: All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation shall be signed by such persons and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instrument shall be signed by the Treasurer or an assistant Treasurer.

Section 5: Fiscal Year: The fiscal year of the Corporation shall end on the last day of December of each year.

Section 6: Investment: Any funds of the Corporation which are not needed currently for the activities of the Corporation may, at the direction of the Board of Directors, be invested in such investments as are permitted by law.

Section 7: Non-liability of Directors, Officers, Committee Members: To the fullest extent permitted by law, neither the Board, any committees of the Corporation or any member of such Board or committee shall be liable to any Member of the Corporation for any damage, loss or prejudice suffered or claimed on account of any decision, course of action, act, omission, error, negligence or the like, made in good faith, and while such Board, committees or persons reasonably believed to be acting within the scope of their duties.

Section 8: Books and Records: The Corporation shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep a record giving the name and address of the Members entitled to vote. All books and records of the Corporation may be inspected by any member or his agent or attorney or the general public for any proper purpose at any reasonable time.

Section 9: Dissolution:

(a) A resolution to dissolve the Corporation shall be submitted to a vote of the members.

(b) In the event of dissolution of the Corporation, the Board of Directors shall, after payment of all liabilities of the Corporation, dispose of the assets of the Corporation, exclusively for the purposes of the Corporation in such manner or to such organizations organized and operating exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) and which is organized for purposes substantially similar to that of the Corporation.

Section 10: Nondiscrimination: This Corporation is an equal opportunity employer and shall make available its services without regard to race, creed, age, sex, color, ancestry, or national origin.

Section 11: Political Activity: The Corporation shall not, in any way, use corporate funds in the furtherance of, nor engage in, any political activity for or against any candidate for public office. However, this Bylaw shall not be construed to limit the right of any official or member of this Corporation to appear before any legislative committee, to testify as to matters involving the Corporation.

Section 12: Gifts: The Board of Directors may accept, on behalf of the Corporation, any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

Section 13: Parliamentary Procedure: All meetings of the Board of Directors and membership shall be governed by *Roberts' Rules of Order* (Current Edition), unless contrary procedure is established by the Articles of Incorporation or these Bylaws, or by resolution of the Board of Directors.

ARTICLE 9. AMENDMENTS

These Bylaws may be altered, amended, or repealed and a new set of Bylaws adopted by a majority vote of the Board of Directors except that any amendment of these Bylaws which would alter, amend or modify the provisions of Article 2, Section 2 or 3 herein shall require the written consent of Declarant (as long as Declarant owns any Lots in the Property) and the approval of sixty-seven percent (67%) of the Members of the Association who are present or represented by proxy at a properly scheduled meeting of the Members at which a quorum is present. At least ten (10) days' prior written notice setting forth a proposed action and time and place of meeting shall be given to all Directors.

CERTIFICATION

This is to certify that the foregoing Bylaws have been duly adopted by the Board of Directors at a meeting held on March 22nd, 2005.

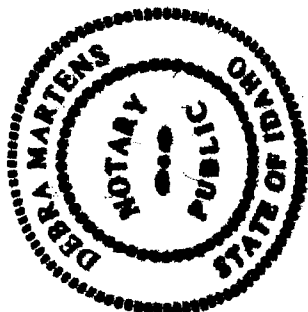
TAMARACK VIEW ESTATES PROPERTY OWNERS' ASSOCIATION, INC.

By: Walter L. Clem, Jr.
WALTER LAWRENCE CLEM, JR.,
President

STATE OF IDAHO,)
) ss.
County of Valley.)

On this 22nd day of March, 2005, before me, Debra Martens, a Notary Public in and for said State, personally appeared WALTER LAWRENCE CLEM, JR., known authorized agent for **Tamarack View Estates Property Owners' Association, Inc.**, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for and on behalf of said corporation.

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



Debra Martens
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 6/1/2008

Instrument # 108440
COUNCIL, ADAMS, IDAHO
2005-03-22 04:05:41 No. of Pages: 7
Recorded for : WALTER L CLEM JR
MICHAEL FISK Fee: 21.00
Ex-Officio Recorder Deputy Michael Fisk
Index to: BY-LAWS


**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
TAMARACK VIEW ESTATES**

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Exhibit A – Legal Description of the Property

Instrument # 108441

COUNCIL, ADAMS, IDAHO
2005-03-22 04:08:36 No. of Pages: 22
Recorded for : WALTER L CLEM JR
MICHAEL FISK Fee: 66.00
Ex-Officio Recorder Deputy 
Index to: COVENANTS

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
TAMARACK VIEW ESTATES**

THIS DECLARATION is made this 22nd day of March, 2005, by Larry Clem LLC ("Declarant").

ARTICLE 1 - GENERAL

Section 1.1: Common Interest Community: The name of the common interest community created by this Declaration is "Tamarack View Estates". All of the community is located in Adams County, Idaho.

Section 1.2: Property Affected: Declarant owns certain real property in Adams County, Idaho, which is described on the attached Exhibit A. Such property, together with any property which is annexed thereto by Declarant, pursuant to the terms of this Declaration, shall be referred to in this Declaration as "the Property". The "Existing Property", when used in this Declaration, refers to only that property identified in the attached Exhibit A.

Section 1.3: Purpose of Declaration: This Declaration is executed and recorded (a) to provide for the Property Owners Association to maintain non-public roads within the Property and to perform certain functions for the benefit of Owners of land within the Property; (b) to define the duties, powers and rights of the Property Owners Association; and, (c) to define certain duties, powers and rights of Owners.

Section 1.4: Declaration: Declarant hereby declares that each lot, parcel or portion of Tamarack View Estates, is and shall be held, sold conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: (i) shall run with the land constituting the Property, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; (ii) shall inure to the benefit of every lot, parcel or portion of the Property and interest therein; (iii) shall inure to the benefit of and be binding upon Declarant, Declarant's successor in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest; and, (iv) may be enforced by Declarant, by any Owner or such Owner's successors in interest, or by the Association as hereinafter described.

ARTICLE 2 - DEFINITIONS

Section 2.1: Articles: "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

Section 2.2: Assessments: "Assessments" shall mean those payments required of Association Members, including Regular, Special and Limited Assessments of the Association as further defined in this Declaration.

Section 2.5: Association: "Association" shall mean the Tamarack View Estates Property Owners' Association.

Section 2.4: Association Documents: "Association documents" shall mean the various operative documents of the Association, including: (a) the Articles of Incorporation of the Association; (b) the Bylaws of the Association; and, (c) this Declaration, and all Amendments to any of the aforementioned documents.

Section 2.5: Board of Directors: "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

Section 2.6: Bylaws: "Bylaws" shall mean the Bylaws of the Association.

Section 2.7: Committee: "Committee" shall mean the Design Review Committee.

Section 2.8: Community: "Community" as used herein shall refer to the Existing Properties considered as a whole.

Section 2.9: Declarant: "Declarant" shall mean Larry Clem LLC, and any successor bulk purchaser of the subdivision lots whom is designated in writing recorded with the Office of Recorder of Adams County, Idaho by Larry Clem LLC as a successor Declarant.

Section 2.10: Declaration: "Declaration" shall mean this Declaration of Covenants.

Section 2.11: Design Review Committee: "Design Review Committee" or "DRC" shall mean the committee created pursuant to Article 6.

Section 2.12: Existing Property: "Existing Property" shall mean the real property described on Exhibit A. "The Property" or the "the Subdivision" shall mean the Existing Property, together with any additional properties which are annexed to the Existing Property pursuant to Section 8.2 herein. Either term shall include any improvements now or hereafter made on such real property and appurtenances and rights to such real property.

Section 2.13: Governing Instruments: "Governing Instruments" shall mean the various operative documents of Tamarack View Estates and the Tamarack View Estate Property Owners' Association, including this Declaration, the Bylaws, the Articles, or any applicable Rules and Regulations, and any amendments thereto.

Section 2.14: Improvements: "Improvements" shall include buildings, outbuildings, roads driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind.

Section 2.15: Lot: "Lot" shall mean a parcel of land subject to this Declaration which is identified as a Lot in any plat subsequently recorded against the Existing Property or the Property. A lot may also be referred to herein as a "parcel".

Section 2.16: Member: "Member" shall mean a member of the Association, who must be an Owner. Membership in the Association shall be appurtenant to and may not be severed from ownership of a Lot.

Section 2.17: Owner: The term "Owner" shall refer to that person or entity or those persons or entities who hold the ownership interest in any Lot as shown on the records of the County Recorder, Adams County, Idaho; such term shall also include any person, persons, entity or entities who succeed to such recorded interest by any means, including buyers under executory contracts of sale and excluding those holding an interest merely as security for the performance of an obligation.

Section 2.18: Person: "Person" shall mean a natural person, a corporation, a partnership, or any other entity recognized as being capable of owning real property under Idaho law.

Section 2.19: Plat: "Plat" shall mean the final plat, filed of record with the Adams County Office of Recorder.

Section 2.20: Record, Recorded: "Record" and "Recorded" shall mean, with respect to any documents, the recordation of said document in the Office of the County Recorder, Adams County, Idaho.

Section 2.21: Rules and Regulations: "Rules and regulations" shall mean the rules and regulations adopted by the Board of Directors concerning the operation of the Association.

Section 2.22: Structure: "Structure" shall include buildings, outbuildings, fences, walls, stairs, decks and poles.

ARTICLE 3 - LAND USES AND IMPROVEMENTS

Section 3.1: Land Use and Living Units: All of the subject lots in the Existing Property shall be used and occupied solely for single-family residential purposes. None of the subject lots or parcels shall be split, divided or subdivided into a smaller lots or parcels than indicated on the Final Plat of Tamarack View Estates Subdivision, as filed with the office of the County Recorder of Adams County, Idaho, except as otherwise provided in Section 8.4. All single family residences shall be subject to the following conditions and limitations:

A. No buildings other than one residence, a guest/caretaker residence and associated accessory buildings incidental and appurtenant to a private residence, shall be erected or maintained on any lot, provided, (1) a garage sufficient in size for Owner's vehicles must be constructed either as part of the primary residence or, if detached, within ninety (90) days after the construction of the residence; and,

(2) no more than a total of three (3) buildings, or four (4) buildings if a guest/caretaker residence is constructed and if the garage is detached, shall be allowed on any lot. No use whatsoever shall be made of any parcel herein other than as the site and grounds of a private residence. The term "private residence" as used herein is intended to exclude every form of multi-family dwelling, boarding or lodging house, and the like; and, any separate rental of any separate dwelling unit shall be specifically determined to be multi-family dwelling. This is not, however, intended to exclude a guest house, a house for family members, or caretakers' quarters for persons employed upon the premises, if such guest, family member's, or caretaker's housing is allowed by applicable Adams County Ordinances, and South District Health. This is also not intended to exclude In Home Businesses described at Section 3.2. All building exteriors must be of similar materials and colors as others located on the same Lot.

B. No structure of a temporary character, to specifically include mobile homes, pre-manufactured homes, modular homes, basement, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently except during the period of construction as defined and limited by Section 6.8; nor shall any residential structure be moved on to any lot from any other location, unless the prior written approval of the DRC is obtained, such approval to be obtained in the same manner as for new construction. However, certain Lots may be exempted from this restriction until the transfer of control date by Declarant pursuant to a Supplemental Declaration recorded with the Adams County, Idaho Recorder.

C. Visitors and guests may park a camper, motor home or trailer on a Lot for a reasonable term, not to exceed ninety (90) days consecutive duration or more than a total of one hundred twenty (120) days each calendar year, except with special permission of the DRC.

D. A residence shall contain no less than 1,200 square feet, if single storied, or 1,500 square feet, if two storied, of heated floor area devoted to living purposes (i.e. exclusive of roof or unroofed porches, terraces, basements or garages); and, all construction must be of good quality and done in a good workmanlike manner.

E. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specification, and plot plan or other appropriate plans and specifications have been reviewed in advance by the DRC, and the same have been approved in writing. The procedures for review are as more fully set forth in Article 6.

F. Detached garages, guest quarters, barns, outbuildings and storage sheds shall be allowed if in conformity with the provisions of this Declaration and the applicable ordinances of Adams County. Garages, storage sheds, patio covers, and all other structures shall be constructed of, and roofed with, the same or compatible materials, and with similar colors and design, as the residential structure on the applicable Lot, or as otherwise approved by the DRC. No metal structures shall be allowed for residential use, however detached garages and outbuildings may constructed using metal materials with the prior approval of the DRC, if the colors used are compatible with the Property.

G. All access driveways shall have an all weather wearing surface approved by the DRC and shall be constructed to assure proper drainage. The foregoing is not a requirement that driveways be paved.

H. Each Lot shall have a street number discreetly placed at or near the street entrance to the Lot. All mailboxes and stands, if any, will be of consistent design, material and coloration.

I. Exterior lighting shall be part of the architectural concept of the improvements on a Lot. Fixtures, standards and all exposed accessories shall be harmonious with building design, and shall be as approved by the DRC. Lighting shall be restrained in design, and excessive brightness shall be avoided. For instance, all lighting shall be shielded and directed downward, and flood lights shall not be allowed unless used with a motion censor and with a shield to direct light downward. Christmas lights during the holiday season are not intended to be a violation of this Section.

J. The maximum height of any building shall be in compliance with the applicable Adams County land use or zoning ordinances, but shall not exceed thirty-five (35) feet in height, measured from the grade which pre-existed construction to the highest point of any roofline.

K. Roofs shall be required to be of pitched design and shall be covered with nonflammable materials (e.g. non-reflective metal, tile, fiberglass shingles, fire retardant wood shingles or shakes). No galvanized metal roofs shall be allowed. Metal roofs shall be of earth tone colors which are compatible with the Property. Owners desiring to use non-metal roofs must demonstrate to the DRC that the desired material is fire resistant.

L. The color and type of the exterior surfaces of any structure shall be subject to approval by the DRC. Exteriors of structures for residential use must be of natural materials (i.e. wood or stone); provided, the DRC may, upon petition from an Owner, allow a non-natural material if, after reviewing samples, the Committee is convinced that the material has a natural appearance consistent with these covenants. Earth tone colors shall be preferred, except for trim. The Board will establish Rules and Regulations for design guidelines, pursuant to Section 5.3, with regard to exterior materials.

M. No TV Satellite dishes larger than thirty-six inches (36") in diameter shall be allowed.

N. The setback of any structure shall be in compliance with the applicable Adams County land use or zoning ordinances, but all setbacks shall be not less than fifty feet (50'), unless otherwise specified by Declarant pursuant to a Supplemental Declaration recorded with the Adams County, Idaho Recorder.

Section 3.2: In Home Businesses: "In home business," which involve the coming and going of clients or customers or the parking or storage on a Lot of vehicles, machinery, equipment or materials shall not be allowed, except by permission of the Board granted following the process for variances specified in Section 6.10 below. The Board shall not grant the request from an Owner to conduct an in home business which involves the coming and going of customers or clients or the parking or storage on the Lot of vehicles, machinery, equipment or materials unless the Board determines in its sole discretion that the impacts on other lot owners will be negligible.

Section 3.3: Storage of Building Materials: No building materials shall be stored on any Lot except temporarily during continuous construction of a building or its alteration or improvement.

Section 3.4: Storage of Owners' Vehicles and Equipment: All Owners' automobiles, trucks, snowmobiles, boats, boat trailers, travel trailers, camper trailer, motor homes, automotive campers, or other vehicles or equipment shall be parked/stored in a garage or other enclosed building. However, certain Lots may be exempted from this restriction until the transfer of control date by Declarant pursuant to a Supplemental Declaration recorded with the Adams County, Idaho Recorder.

Section 3.5: Guest Parking: Guest parking shall be accommodated on Lots with no Owner parking of vehicles allowed on private or public streets.

Section 3.6: Wild Game: Nothing shall be done or kept on any Lot which will inhibit, interfere with, or endanger the wild game which enter onto any Lot, or anywhere in the Subdivision. All Lot Owners must understand and accept the fact that the wild game will eat landscaping, plants and trees. Lot Owners may use only game-friendly means of protecting their landscaping. Wild game shall not be fed within the Property.

Section 3.7: Animals: Animals may be maintained on the Property for personal domestic use only, and not for any commercial or business enterprise, including the raising of any animal for sale.

No animal, bird, insect, pigeon, poultry or livestock shall be kept by a Lot Owner unless the presence of such creature does not constitute a nuisance. This Section does not apply to the keeping of domesticated dogs, cats, and other household pets, for non-commercial purposes, which do not unreasonably bother or constitute a nuisance to others. Without limiting the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance.

The following, additional restrictions, also apply:

A. Large Animals: Up to one grazing animal per every 1.5 acres shall be allowed to be kept on any Lots, shall be allowed to be kept on any Lot, as long as such animals are kept in an enclosure which has been approved by the DRC. Grazing animals shall include horses, mules, cattle, llamas, sheep, and

comparable size and type animals. The enclosure cannot be constructed of barbed wire or chain link. Fencing shall be constructed in accordance with Section 3.8 below.

B. Dogs: All dogs must be restrained so that they do not leave the property. "Invisible Fences" shall be the preferred means of restraint. No more than two (2) dogs per Lot shall be allowed. Dogs shall not be allowed to disturb other Owners, by barking or otherwise. Dogs shall be kept on a leash when such animals are off the premises of their owner.

Section 3.8: Fences: No fence, wall or hedge higher than four (4) feet, six (6) inches shall be erected or maintained on any Lot, save and except, however, with the previous written consent of all adjoining Lot Owners and the DRC. The DRC shall have complete control over the allowance of a fence over the four foot six inch height limit. No fence may be constructed of wire or metal. Fencing consisting of natural materials consistent in appearance with the buildings on the Lot shall be preferred. All fencing shall first be approved by the DRC.

Section 3.9: Rebuilding or Restoration: Any dwelling unit or other improvement which may be destroyed in whole or in part must be rebuilt, or all debris must be removed and the Lot restored to a slightly condition. Such rebuilding, restoration or removal shall be completed within reasonable promptness and in any event within two (2) years from the time the damage occurred.

Section 3.10: Drainage: There shall be no interference with the established drainage pattern over any portion of the Property. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time that road construction and installation of utility lines is completed by Declarant.

Section 3.11: Utilities & Roads:

A. Telephone, Electrical: The Declarant shall provide underground electrical power and telephone service to the Community as a whole. The purchaser and owner of each Lot agrees to use the service so provided. Private electrical generating systems shall not be permitted for domestic electrical service, except as a backup system in case of primary electrical service failure. Solar panels are allowed, but must be approved by the DRC. All electrical power lines, telephone lines and other utility service lines shall be underground from each individual parcel line to the point of use on each parcel. Overhead lines and utility poles shall not be permitted, except during the construction phase.

B. Water: Water for each Lot shall be supplied by means of individual wells, installation and maintenance of which shall be the sole and exclusive responsibility of Lot Owners.

C. Septic: Sewage disposal for each Lot shall be supplied by means of individual septic/drainfield systems, installation and maintenance of which shall be the sole and exclusive responsibility of Lot Owners. Permits therefor shall be required from the South District Health Department.

D. Roads: It is anticipated that a majority of the roads within the Subdivision will be public. Maintenance, repair, replacement and/or plowing of any private roads shall be the responsibility of the Association.

Section 3.12: Obstructions on Common Easements: No gates or obstructions shall be placed upon or block any access road unless the access road terminates on the Lot Owner's property, and the gate or obstruction is placed within the Lot Owner's property. Under no circumstances shall any acts be taken by any Lot Owner which unreasonably degrade or impair the rights possessed by any third-parties to traverse any roads or easements on or across the Property.

Section 3.13: Snow Machines, Motorcycles, and All Terrain Vehicles: All terrain vehicles, snow machines, motorcycles and other similar motorized vehicles may be operated within the Subdivision only for ingress and egress, and for assistance in maintaining improvements on a Lot. Such equipment shall not be used within the Subdivision for racing or joyriding.

Section 3.14: Prohibited Lot Uses:

A. There shall be no mining, smelting or milling of ores or similar mineral operations within the Community, except as allowed pursuant to Sections 7.3 and 8.3.

B. No outdoor privy or any common cesspool shall be installed on any lot at any time.

C. Nothing shall be done or kept on any Lot by any person which will increase the rate of insurance on any other Lot or which will result in the cancellation of any insurance or which constitutes a violation of any law.

D. No excavation shall be made on any Lot except as is necessary for the erection of approved structures, in which case the same shall be properly filled within thirty (30) days of the completion of the underground work, and except as allowed pursuant to Sections 7.3 and 8.3.

E. No hunting or discharging of firearms shall be allowed within the Subdivision; provided, bow hunting by Owners and guests, accompanied by Owners, shall be allowed.

Section 3.15: Building and Grounds Conditions: Each Owner shall maintain the exterior of his or her dwelling unit and all other improvements in good condition and shall cause them to be repaired as the affects of damage or deterioration become apparent. Each Owner shall maintain his or her Lot in good appearance at all times.

Section 3.16: Landscaping: Of critical concern with regard to landscaping in the Subdivision is the preservation of the stability of hill sides and the prevention/control of wild fires. Native, drought resistant plant species shall be preferred.

Section 3.17: Refuse: No unsightly objects or materials, including but not limited to abandoned or inoperative vehicles, trash, rubbish, garbage, grass or shrub clippings, construction debris, scrap material or other refuse, or receptacles or containers therefor, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or adjoining street except during refuse collections.

In the event that any Owner shall permit the accumulation of such materials, aforesaid, so as to create a dangerous, unsafe, unsightly or unattractive condition, or damage to property or facilities on or adjoining their Lot, the Board, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, by removing such materials, and to enter upon such Owner's Lot for the purpose of doing so. Such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be an Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article 9 of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

Section 3.18: Burning: No burning of any household garbage, trash or other noxious refuse shall be permitted within the Subdivision. Burning of natural materials such as grass/tree trimmings shall take place only with required permits from the local Fire Department and any other agency or authority with jurisdiction. The policies, practices and instructions of such entity shall be strictly followed.

Section 3.19: Nuisances: No noxious or offensive activity shall be carried on upon any Lot or anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on within any Lot or in any dwelling unit.

Section 3.20: Inoperative Vehicles: No unused, stripped-down, partially wrecked or otherwise inoperative motor vehicles or parts thereof shall be permitted to be parked on any common easement or road within the Property, nor shall such vehicles be allowed to be parked on any Lot.

Section 3.21: Signs: The only signs permitted on any Lot or improvement shall be:

A. One sign of customary size for identification of the occupant and the address of any dwelling;

B. Signs for sale and administration purposes installed by the Declarant during development;

C. Standard Real Estate signs advertising a lot for sale, not to exceed 9 square feet in surface size;

D. Signs as may be necessary to advise of rules and regulations or to caution or warn of danger; and,

E. Such signs as may be required by law.

Section 3.22: Noxious Weeds: Any Lot disturbed as a result of grading or construction shall be revegetated to at least its original state no later than one construction season after being disturbed. Additionally, each Owner shall follow the guidelines provided in the Adams County Comprehensive Noxious Weed Management Plan.

Section 3.23: Tree Removal: No tree shall be removed from any Lot which is in good health, nine inches (9") in diameter or greater measured at thirty six inches (36") off the ground, and within fifty feet (50') from any property line without the prior written consent of the DRC.

Section 3.24: Fire Hazard Mitigation: No combustible material shall be placed or allowed to accumulate within three (3) feet of a structure. Within a thirty foot (30') perimeter surrounding a dwelling, grasses shall be kept below six inches (6") in height, shrubs and trees shall be appropriately thinned, mature conifers shall be limbed to a height of eight feet (8') above the ground and all dead and down wood shall be removed. The Board may adopt additional Rules and Regulations with which Owners must comply with regard to fire hazard mitigation.

Section 3.25: No Further Subdivision: No Lot may be further subdivided, except as otherwise provided in Section 8.4.

Section 3.26: Future Development: Each purchaser of a Lot in the Subdivision and their heirs and assigns, acknowledges that Declarant or Defendant's successors may subdivide or develop Declarant's property which adjoins or is proximate to the Subdivision. Such development may be of a higher or lower density than Tamarack View Estates and may involve some recreational commercial uses. It is currently anticipated that Lots 28 and 29 in Phase 1 will be used for commercial purposes. Such future development shall have architectural standards equivalent to or superior to those stated herein. All lot owners waive any claim that such development is incompatible with or otherwise diminishes the value of Tamarack View Estates or any Lot therein, or that any views enjoyed by any Lot are a property right thereof.

Section 3.27: Exemption of Declarant: Nothing contained herein shall limit the right of Declarant to complete excavation, grading and construction of improvements to and on any portion of the Property owned by Declarant or to construct such additional improvements as Declarant deems advisable in the course of development of the Property, so long as any Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property, such structures and displays as may be reasonably necessary for the conduct of Declarant's business of completing the work and disposing of the same by sale, lease or otherwise. Declarant shall have the right at any time prior to acquisition of title to a Lot by a purchaser from Declarant to grant, establish and/or reserve on that Lot additional licenses, reservations and rights-of-way to Declarant, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Declarant need not seek or obtain DRC approval of any such improvements constructed or placed by Declarant on any portion of the Property owned by Declarant or an affiliate of Declarant. The rights of Declarant hereunder may be assigned by Declarant to any successor in interest in connection with Declarant's interest in any portion of the Property by an express written assignment recorded in the Office of the Adams County Recorder.

ARTICLE 4 - ASSOCIATION OPERATION

Section 4.1: Organization: The Association (Association) shall be initially organized by Declarant as an Idaho, non-profit corporation. The Association is charged with the duties and vested with the powers prescribed by law and set forth in the Articles, By-Laws, and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed so as to be inconsistent with this Declaration. In the event that there should exist any ambiguity in any provision of the Articles or By-Laws, then such provision shall be construed, to the extent possible, so that such provision shall be interpreted so as to be consistent with the provisions of this Declaration.

Section 4.2: Membership: Each Owner shall be a member of the Association. An Owner shall automatically be a holder of the membership appurtenant to such Owner's Lot, and the membership shall automatically pass with fee simple title to the Lot. Declarant shall hold one membership in the Association for each

Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot, except that the Owner may assign some or all of the Owner's rights as an Owner and as a member of the Association to a contract purchaser, tenant or First Mortgagee, and may arrange for such person to perform some or all of such Owner's obligations as provided in this Declaration, but no such delegation or assignment shall relieve an Owner from the responsibility for full fulfillment of the obligations of the Owner under the Association Documents.

Section 4.3: Classes of Membership/Voting Rights: The Association shall have one (1) class of membership, which shall be a voting membership.

Section 4.4: No Fractional Votes, No Severance of Voting Rights: Fractional votes shall not be allowed. In the event that joint Lot 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 Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the new Owner, subject to any assignment of the right to vote to a lessee, mortgage, or beneficiary as provided herein.

Section 4.5: Board of Directors and Officers: The affairs of the Association shall be conducted and managed by the Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time to time. The Board of Directors shall be elected in accordance with the provisions set forth in the Association By-Laws, which provisions provide that the Declarant has the right to appoint a majority of the members of the Board of Directors until the transfer of control date.

Section 4.6: Declarant's Transfer of Control of Association: Declarant's right to control the Association and the selection of its Board shall terminate upon the occurrence of the *first* of the following events:

A. By written notice from the Declarant to the President or Secretary of the Association of the Declarant's intention to terminate its right to appoint the majority of the members of the Board of Directors; or

B. Upon that date which is five (5) years after all lots within the Property (including any property which is annexed into the Property pursuant to the terms of this Declaration) have been sold to persons other than Declarant.

Such date is herein referred to as "the Transfer of Control Date".

ARTICLE 5 - DUTIES AND POWERS OF THE ASSOCIATION

Section 5.1: General Duties and Powers of Association: The Association has been formed to further the common interest of the Members. The Association shall have the duties and powers to take such action as is necessary to perform its obligations under the Association documents.

Section 5.2: Powers of the Association: The Association shall have all the powers of a corporation organized under the non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws, and Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and By-Laws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Association's affairs and the performance of the other responsibilities herein assigned, including, without limitation:

A. Assessments: The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

B. Right of Enforcement: The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to

restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the By-Laws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

C. Delegation of Powers: The authority to delegate its powers and duties to 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.

D. Association Rules: The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. Provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or By-Laws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any provisions of this Declaration, or the Articles or By-Laws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the By-Laws to the extent of any such inconsistency.

E. Emergency Powers: The power, exercised by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance of 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.

F. Power to Engage Employees, Agents and Consultants: The Association shall have the power to hire and discharge employees and agents (except as otherwise provided in management contracts) and to retain in paper such legal and accounting services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under the Association documents.

Section 5.3 Duties of the Association: In addition to duties necessary and proper to carry out the powers delegated to the Association by this Declaration, and the Articles and By-Laws without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

A. Insurance: Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation, directors and officers liability insurance.

B. Rule Making: Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable.

C. Design Review Committee: Appoint and remove members of the DRC, subject to the provisions of this Declaration. The Board shall also have discretion to itself serve as the DRC, in lieu of appointing an independent Committee.

D. Duty to Accept Property and Facilities Transferred By Declarant: The Association shall accept title to any property, including without limitation, any improvements thereon, any easement or other right, and personal property transferred to the Association by the Declarant or by any third party with Declarant's permission, and equipment related thereto, together with the responsibility to perform any and all Association functions associated therewith, provided that such property and functions are not inconsistent with the terms of this Declaration.

E. Duty to Manage and Care for Roads: The Association shall manage, operate, care for, and maintain and repair all non-public, common easement and access roads within the Property which are identified on the recorded plat of the Property and which are necessary to provide access to the Lots within

the Property. The Association shall have the discretion to not plow snow on private subdivision roads, or portions thereof, which service unimproved Lots.

ARTICLE 6 – DESIGN REVIEW

Section 6.1: Purpose and Theme of Controls: It is the desire of the Declarant that design controls be implemented for all building improvements to insure that the overall excellence of Tamarack View Estates shall be maintained throughout its development. To this end, a Design Review Committee will be established pursuant to Section 6.2 of this Article 6 to guide the site development and design of all structures and to aid the residential home builders to discover the opportunities and limitations of their building sites. All of the residential improvements will be encouraged to offer a diversity of types, sizes and styles of architecture and yet will be required to conform to a total visual homogeneity.

The discretion hereinafter invested in the DRC will be exercised towards the end that high standards of workmanship and quality of materials will be maintained throughout the Development and that all improvements will be in harmony with and complement the natural landscape, topography and flora.

Section 6.2: Design Review Committee: No building, fence, wall, structure or other improvement shall be commenced, erected, altered, placed or maintained upon any lot nor shall any exterior addition to or change or alteration therein be made, until plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the DRC, which shall be composed initially of the Board of Directors. If any member of the Committee resigns or is unable to act, the remaining members shall appoint his or her successor. Pending such appointment, the remaining members shall discharge the functions of the Committee. The Committee shall be comprised of no less than three (3) nor more than five (5) members, who shall be appointed annually by the Board. A majority of the members shall constitute a quorum. Meetings may be held by telephone conference. The Committee shall designate a Chairperson. The Board may elect to act as the Committee.

Section 6.3: Documentation Required for Design Review Approval: No structure or improvement shall be considered or approved by the Committee until the parcel owner has submitted the following information to the Committee:

- A. Two (2) sets of plans and specifications for the proposed improvements;
- B. A site plan of the lot showing the location of all existing and proposed improvements, and which also identifies the location, size and type of all trees proposed to be removed;
- C. Drawings showing all exterior building elevations;
- D. A schedule of exterior materials and colors to be used on the proposed improvement; and,
- E. The owner's proposed construction schedule.

Section 6.4: Basis for Approval or Disapproval: The Committee shall give its approval for the requested improvement only if:

- A. The owner or applicant shall have strictly complied with the requirements of Section 6.3 hereof;
- B. The Committee finds that the plans and specifications conform to the requirements of Article 3 of this Declaration, and furthermore that the owner or applicant is in compliance with all of the provisions and requirements of this Declaration in its entirety; and,
- C. The Committee, in its sole and reasonable discretion, finds that the proposed improvement is compatible with the theme of this Development and with the purposes and intent of this Declaration as a whole as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations.

The Committee may waive submission of plans and specifications for approval where minor construction or a minor addition to an existing structure is involved which does not appear to materially affect the Development.

Section 6.5: Form of Approval or Disapproval:

A. All approvals given under Section 6.4 shall be in writing; provided, however, that as to any request for approval which has not been rejected within thirty (30) days from the date of submission thereof to the Committee, such approval will not be required and the provisions of this Section will be deemed to have been fully complied with.

B. In disapproving any plans and specifications or other documents the Committee shall specify, in writing, the deficiencies it has relied upon in rendering such disapproval and shall give the applicant the right and opportunity to resubmit his plans and specifications or other documents in amended form. The Committee shall thereafter reconsider such documents as if they were being submitted for the first time.

C. One set of plans and specifications as finally approved or disapproved shall be retained by the Committee as a permanent record.

D. Nothing contained in this Section shall be deemed to relieve the owner of any parcel from complying with all of the provisions of this Declaration or with the provisions of all applicable building codes, zoning regulations, or other governmental regulations or laws governing the lands within this development

Section 6.6: Dispute Resolution: In the case of any challenge to a decision of the Design Review Committee, the decision shall be reviewed by the Board of Directors. In the case of any challenge to a decision of the Board, an Owner may request a vote of all of the Members, as follows:

(a) The request shall be made in writing to the Board.

(b) The Board may refuse the request, if it reasonably determines that the request would result in a violation of applicable law, or that the request is a direct and clear violation of this Declaration or other Governing Instrument.

(c) The Board will submit, within 30 days of receipt of the written request and applicable fee, a vote to the Members.

(d) The Owner's request will be deemed approved if a quorum of Owners votes in person or by proxy, and at least a majority approve the request.

(e) The cost of such process shall be paid by the requesting Owner, and the Board may set a fixed fee for processing such request. Any fee shall be paid prior to considering the request.

Section 6.7: Proceeding with Work: Upon receipt of approval from the Committee pursuant to Section 6.5 above, the owner shall, as soon as practicable, satisfy all the conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations authorized by such approval, said commencement to be in all cases within one (1) year from the date of such approval. If the Owner shall fail to comply with this Section, the approval given pursuant to Section 6.5 shall be deemed revoked, unless the Committee upon written request of the Owner made prior to the expiration of said one (1) year period extends the time for such commencement. No such extensions shall be granted except upon a finding by the Committee that there has been no change in the circumstances upon which the original approval was granted.

Section 6.8: Completion of Construction: The Owner shall complete the construction authorized by the approval given in Section 6.5 within one (1) year after the commencement of construction thereof; except, and only for so long, as such completion is rendered impossible or would result in great hardship to the owner due to strikes, fires, acts of God, unusual wintertime conditions, actual inability of the owner to procure deliveries of necessary material, or by other forces or persons beyond the control of the Owner; and, except as otherwise permitted by the DRC in writing. Financial inability of the Owner or his contractor to secure labor or materials or to discharge liens or attachments shall not be deemed a cause beyond his control. For the purposes of this Section 6.8, "Commencement of Construction" for new improvements is defined as the obtaining of the necessary building permits and the excavation of earth for a foundation, and for all other improvements is defined as the undertaking of any visible exterior work. Under no circumstances shall the aforesaid one (1) year completion deadline be extended for more than one (1) additional year, except upon a vote of a majority of the members who are present or represented by proxy at a duly noticed membership meeting at which a quorum is present.

Section 6.9: Failure to Complete Work: Any construction which is not completed in a good and workmanlike manner, or in substantial conformity to the plans and specifications approved for it by the Committee, within the time limits provided by this Article, and where such failure is not excused by the provisions hereof, shall be deemed a nuisance, and the Board shall have the right, at its sole option, to enter upon the premises and to have such incomplete construction removed or to carry such construction forward to completion. In such case, the costs and expenses incurred in such removal or completion shall constitute a lien upon the property under the Mechanic's Lien Law of the State of Idaho, such lien to attach as of the time of the commencement of the work involved in removing or completing the incomplete construction. Such lien may be enforced in the same manner as provided for the enforcement of mechanic's liens.

Section 6.10: Variances: Upon written request from an Owner, the Board may grant a variance from any of the provisions of Article 3, except that limiting land use in the Subdivision to single-family residential uses, as follows:

A. The request shall be submitted to each Board member and must explain the precise nature of and reasons for the requested variance.

B. At least fifteen (15) days prior to the Board's review of the variance request, at the Applicant's expense, written notice of the request and the time and place at which the Board will consider the request shall be mailed, via certified mail, to all record Owners of Lots in the Subdivision;

C. The Board's review of the request shall be open to all Owners, who shall be entitled to comment;

D. The request shall be denied unless the Applicant establishes compelling reasons for the request. Neither the cost of compliance with these Covenants, nor the convenience of the Applicant shall in and of themselves be grounds for a variance;

E. If a Committee review of building/improvement plans involves a variance request, then the thirty (30) day time frame contained in Section 6.5(A) above shall be extended to sixty (60) days; and,

F. The decision of the Board can be overruled or modified only by a vote of sixty-seven percent (67%) of those Owners who are present or represented by proxy at a meeting of the membership, scheduled for the purpose of considering such decision, at which a quorum is present.

Section 6.11 Liability: Neither the Association nor the Design Review Committee nor any of their respective officers, directors, employees or agents shall be responsible or liable to any person for any defects in any plans or specifications submitted, revised or approved under this Article nor for any defects in construction performed pursuant to such plans and specifications. Approval of plans and specifications under this Article shall not relieve the Owner of strict compliance with applicable governmental laws or regulations.

ARTICLE 7 - EASEMENTS

Section 7.1: Easement for Access Roads: The Declarant shall construct the roads depicted on the plat of the Property in conformity with County specifications. Satisfaction of such specifications shall fulfill Declarant's responsibility to the Association and Owners. Upon completion, Declarant shall convey the non-exclusive road easements, as platted, to the County.

Section 7.2: Declarant's Reservations:

A. Declarant hereby creates and reserves to itself an unrestricted, perpetual easement in and right of use of all roads and easements shown on the Plat for the extension of telephone/utilities to adjoining properties and for uses which may include, but not be limited to all vehicles and uses reasonably associated with: personal use; residential use; agricultural use; commercial agriculture; timber transport, including commercial timber harvesting; and, use by assignees, purchasers and successors of Declarant, including purchasers of Lots in any subsequently approved Subdivision. Thus, the aforesaid reserved rights/easement shall not be restricted in terms of amount or type of use; provided, it shall be the responsibility of commercial agricultural or timber users to promptly repair any damage to the road caused by their use; and, residential users shall share pro-rata in the cost of maintaining non-public roads.

B. Declarant hereby creates and reserves to itself until Declarant has sold the last Lot in the Property (including any property annexed hereto pursuant to the Declaration) to an Owner other than the Declarant, and thereafter, to the Association: perpetual, alienable, divisible and releasable easements and the right from time-to-time to grant such easements to others over, under, and in and across all roads conveyed or to be conveyed pursuant to Section 7.1, or otherwise by deed or plat map, for use of all or part of such areas for utility lines (ex: telephone, electricity, cable television, gas), for water and waste water lines, for drainage and for other similar or dis-similar facilities and purposes, and for any one or more such purposes.

C. Declarant reserves a fifteen foot (15') easement along the outer or exterior boundary of the Property, as shown on any recorded plat of the Property. In addition, Declarant reserves a ten-foot (10') utility easement along the front, side and rear Lot lines of all Lots depicted on the recorded plat of the Property.

D. If any utility or quasi-utility company furnishing a service covered by the easements created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement. The Association shall succeed to such right and authority upon conveyance by Declarant of the last Lot in the Property to the first Owner thereof other than Declarant. The easement(s) provided for in this Section shall in no way affect, avoid, extinguish or modify any other recorded easement on the Property.

Section 7.3: Easement for Rock Quarry: A rock quarry exists on property currently owned by Declarant, as described at Section 8.3, which rock quarry is a private quarry, and is not a commercial venture. Declarant shall continue to have the right to operate such rock quarry in accordance with applicable governmental regulations. The operation of this rock quarry may cause impacts on Owners of Lots, including but not limited to noise and dust. All Owners shall purchase their Lot with knowledge, and shall be deemed to have accepted, approved, and waived any and all claims regarding such impacts upon their purchase of a Lot. An easement for all noise, dust and other impacts shall be deemed incorporated in each deed or other instrument by which any right, title, or interest in any Lot or the Property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

Section 7.4: Trail Easements: Trail Easements, as shown on any Plat or as described in any Warranty Deed upon transfer of a Lot, shall be reserved for such recreational uses as the Declarant or the Board may designate, including but not limited to the following uses: pedestrian, bicyclists, and skiers, ATVs, horses, and the use of motorized equipment to maintain and prepare trails for the same. Members shall have the right to use the Trail Easements, subject to any Rules and Regulations that may be enacted by the Board relative to their use, and the Association shall repair and maintain all Trail Easements. Declarant shall also have the discretion to identify additional users of the Trail Easements.

ARTICLE 8 - DECLARANT'S DEVELOPMENT RIGHTS, SPECIAL RIGHTS AND RESERVATIONS

Section 8.1: Period of Declarant's Rights and Reservations: In addition to those easements and rights reserved by Declarant in Article 7 above, Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Association properties. The rights and reservations reserved above and hereinafter set forth shall be deemed accepted and reserved in each conveyance of the Property by Declarant, whether or not specifically stated therein, and in each deed or other instrument by which any property within the Property is conveyed by Declarant. The rights, reservations and easements reserved above and hereinafter set forth shall be prior and superior to any other provisions of the Association documents and may not, without Declarant's written consent, be modified, amended or rescinded or affected by any amendment of the Association documents. Declarant's consent to any one such amendment shall not be construed as consent to any other amendment. Declarant's said rights shall survive the Transfer of Control Date, as defined at Section 4.6.

Section 8.2: Declarant's Future Development Rights: For a period of fifty (50) years after the date on which this Declaration is first recorded with the Office of Recorder of Adams County, Idaho, Declarant shall have the following development rights: Declarant may add or annex any real property owned by Declarant to the Existing Property. The additions authorized under this Section shall be made by filing of record a Supplementary Declaration of Protective Covenants with respect to the additional property which shall extend the scheme of the covenants and

restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as not inconsistent with the scheme of this Declaration. However, such added properties may be of a higher or lower density than Tamarack View Estates, and may involve some recreational commercial uses. It is currently anticipated that Lots 28 and 29 in Phase 1 will be used for commercial purposes. Upon recordation of such Supplementary Declaration, the additions authorized under this Section shall thereafter be treated in all respects as Existing Properties. No permission shall be necessary from the owners of Existing Property before the Declarant may bring such lands within the scheme of this Declaration.

Such annexation(s) and Supplemental Declaration(s) may alter the rights and responsibilities of the Association and owners in the following ways:

1. Additional owners may be added to the Association, thereby diluting the relative effect of an Existing Property Owner's vote;
2. Additional private roads may be conveyed to the Association, thereby affecting the Association's road maintenance and repair budget;
3. Additional common areas and amenities may be created and, upon acceptance by the Association, may be either conveyed, leased or made available to the Association, in which case the Association may incur expenses related to upkeep, improvement and/or maintenance; and,
4. The Association may incur other expenses as a result of such annexation.

Section 8.3: Rock Quarry: A rock quarry exists on property currently owned by Declarant, which rock quarry is a private quarry, and is not a commercial venture. Declarant may make use of the quarry available to Members, in Declarant's discretion, under terms determined by Declarant. No Member shall have a right to use of the quarry solely by membership in the Association.

Section 8.4: Declarant's Right to Further Divide Lots: Declarant shall have the right to further divide any Lot, or adjust Lot lines between Lots, prior to the sale of any such Lot, as approved by Adams County.

Section 8.5: Successor Declarant: For purposes of the rights, reservations and easements reserved and created in favor of Declarant herein, Declarant shall have the option of notifying the Association in writing of an assignee or successor who will hold and exercise Declarant's aforesaid rights and whom the Association shall notify as required by this Declaration. In the event that Larry Clem LLC is dissolved and fails to notify the Association of a successor for these purposes, then the person(s) holding a majority of ownership interest in Larry Clem LLC at the time of its dissolution shall be deemed the successor to Declarant for these purposes.

ARTICLE 9 - ASSESSMENTS

Section 9.1: Covenant to Pay Assessments: By acceptance of a deed to any lot in the Property each Owner of such lot hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

A. Assessment Constitutes Lien: Such Assessments and charges together with interest at a rate established by the Board, costs and reasonable attorneys fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the lot against which each such Assessment or charge is made.

B. Assessment is Personal Obligation: Each such Assessment, together with interest at a rate established by the Board, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall remain such Owners personal obligation regardless of whether he remains an Owner.

Section 9.2: Uniformity of Assessments: Regular assessments, shall be uniform as to all Owners, except that the Board shall have the discretion to allocate assessments generally according to use for non-public roads.

Section 9.3: Regular Assessments: The regular assessments may include, and shall be limited to, the following regular expenses:

- A. Repairs and maintenance for non-public roads within the Property;
- B. Oiling of public roads within the Property;
- C. Expenses of the management of the Association and its activities;
- D. Taxes and special assessments upon the Association's real and personal property;
- E. Premiums for all insurance which the Association is required or permitted to maintain;
- F. Common services to Owners as approved by the Board;
- G. Legal and accounting fees for the Association;
- H. Expenses related to the maintenance and operation of common area facilities;
- I. Any deficit remaining from any previous assessment year; and,
- J. The creation of reasonable contingency reserves for the future road maintenance or improvement, administration expenses, or legal expenses.

Regular assessments shall be paid annually as provided in Section 9.6.

Section 9.4: Declarant's Obligations: The Declarant shall not be subject to assessments for any Lots it retains prior to the transfer of control date. However, prior to such time, the Declarant shall be deemed to have met its reasonable obligation regarding assessments by the contribution of such funds and/or services to the Association as are necessary to permit the Association to perform its responsibilities and meet its financial needs. After the transfer of control, Declarant shall be subject to the Association's assessment on any Lots owned by Declarant and located within the Existing Property or property which has been annexed and made subject to the Association documents.

Section 9.5: Maximum Regular Assessments:

- A. The Board may prorate the assessment for any Lot Owner in the year of purchase of such Lot on the basis of the actual months of ownership of such Lot by the Lot Owner during such year.
- B. Assessments shall be set by the Board, as necessary to meet the Association's financial needs and pursuant to the terms and restrictions of this Article, which Assessments must be approved by the Declarant until the Transfer of Control Date.
- C. Assessment may be increased by the Board by a sum not to exceed twenty percent (20%) of the prior year's regular assessment. Any increase in the regular assessment which exceeds twenty percent (20%) of the prior year's regular assessment shall require the approval of Declarant until the Transfer of Control Date, and the approval of sixty-seven percent (67%) of those members present at or represented by proper proxy at a meeting of the membership conducted pursuant to notice and at which a quorum is present. Notice of such meeting shall set forth the purpose therefore and shall be sent to all members not less than thirty (30) days' nor more than sixty (60) days in advance of such meeting.

Section 9.6: Regular Assessment Procedure:

- A. The Association's Board of Directors shall set the total annual regular assessment based upon an advanced budget of the Association's requirements for the following assessment year. A summary of that budget shall be mailed by ordinary first class mail or otherwise delivered to all Owners by no later than December 1 of the current budget year (i.e. to take effect on January 1 of the next assessment year). Subject to the voting requirements for any increase in the annual regular assessment which exceeds twenty percent (20%) of the prior year's regular assessment, the budget shall take effect on January 1 of the assessment year to which it applies.
- B. The Board shall cause to be prepared, delivered, or mailed to each Owner, at least thirty (30) days in advance of the date payment is due, a payment statement setting forth the annual regular assessment. All payments of regular assessments shall be due and payable without any notice or demand, on

the due dates declared by the Board. Regular assessments shall be applicable to all Lots, provided that the Declarant shall have no liability for regular assessments until the transfer of control date as aforesaid. Each owner other than the Declarant shall become responsible for the regular assessment on a Lot as of the date the Lot is transferred to such owner. The first annual regular assessment for each Owner shall be adjusted according to the number of months remaining in the year.

Section 9.7: Special Assessments: In the event that the Board shall determine that its Regular Assessments for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the amount necessary to defray such Expenses and levy a Special Assessment which shall be computed in the same manner as Regular Assessments. After the transfer of control, no Special Assessment shall be levied without the vote or written consent of a majority of the votes of the Members of the Association, which are present at a properly scheduled meeting of the Members or represented by proxy. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the Association.

Section 9.8: Limited Assessments: Notwithstanding the above provisions with respect to regular and special assessments, the Board may levy a limited assessment against a member as a remedy to reimburse the Association for costs incurred in bringing the member and/or such member's Lot into compliance with the provisions of the Association Documents.

Section 9.9: Uniform Rate of Assessment: Unless otherwise specifically provided herein, regular and special assessments shall be fixed at a uniform rate per Lot for all members of the Association.

Section 9.10: Assessment Period: Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year.

Section 9.11: 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 Owner. 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 Lot of the Owner and the exercise by the Board of any other remedies either provided herein or allowed by law. In such case, and as a condition of the cure of the delinquent assessment, the Owner may be obligated by the Board, at the Board's sole discretion, to additionally pay all costs of enforcement, including without limitation reasonable attorneys fees, costs and related expenses and to pay a reasonable late charged to be determined by the Board.

Section 9.12: Enforcement of Assessments: Each Owner is and shall be deemed to covenant and agree to pay to the Association each and every assessment provided for in this Declaration; 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 this Declaration, each Owner agrees to pay reasonable attorneys fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In addition to any other remedies herein or by law provided, the Board, or its authorized representative, may enforce the obligations of the Owners 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:

A. **Enforcement by Suit:** By commencement of a suit at law against any Owner or Owners 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 as provided for herein, costs of collection, court costs and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

B. **Enforcement by Lien:** There is hereby created a claim of lien, with power of sale, on each and every Lot to secure payment to the Association of any and all assessments levied against any and all

Owners, together with interest thereon as provided for in this Declaration, fines imposed for violation of these Covenants, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. The Board or its duly authorized representative may file and record a Notice of Delinquent Assessment on behalf of the Association against the Lot of the defaulting Owner who has not cured the default, as provided in Section 9.12 above. The amount of the assessment, plus any costs of collection, expenses attorney's fees and interest assessed in accordance with this Declaration shall be a lien on the Owner's Lot 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 this Declaration;
2. The name of the record Owner,
3. The legal description of the Lot against which claim of lien is made;
4. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and attorney's fees (with any proper offset allowed); and,
5. 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 Lot 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 Lot Owners and shall secure payment of all sums set forth in the Notice, together with all sums becoming due and payable in accordance with this Declaration after the date of recordation of said Notice. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Lot.

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 file and record an appropriate release of such Notice in the Office of the County Recorder of Adams 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 Lot.

ARTICLE 10 -- DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

Section 10.1 Agreement To Encourage Resolution Of Disputes Without Litigation:

(a) The Association and its officers, directors, all Members, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving Tamarack View Estates without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b) unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 10.2 in a good faith effort to resolve such Claim.

(b) As used in this Article, the term "Claim" shall refer to any claim, tort claim, grievance or dispute arising out of or relating to discretionary decisions of the Design Review Committee, the interpretation, application or enforcement of the Governing Instruments, and the rights, obligations and duties of any Bound Party under the Governing Instruments. The term "Claim" shall specifically not apply to any of the following: any suit by the Association to collect Assessments or other amounts due from any Owner; any suit by the Association to obtain a temporary restraining order and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to

enforce the provisions of the Governing Instruments; and, any suit by the Association to enjoin a continuing violation of or to enforce the provisions of the Governing Instruments.

Section 10.2 Dispute Resolution Procedure:

(a) Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely: the nature of the Claim, including the person involved and the Respondent's role in the Claim; the legal basis of the Claim (i.e. the specific authority out of which the claim arises); the Claimant's proposed resolution or remedy; and, the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) Mediation. If the parties have not resolved the Claim through negotiation within 30 days after the date of the Notice (or within such other time period as the parties may mutually agree upon), the Claimant shall have 45 additional days to submit the Claim to mediation with a mutually acceptable individual providing dispute resolution services in Idaho. If the Claimant does not submit the claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the claim, and the Respondent shall be relieved of any and all liability to the Claimant on account of such Claim.

If the Parties do not settle the Claim in mediation, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit.

Each party shall bear its own costs of the mediation, including attorney's fees, and each Party shall share equally all fees charged by the mediator, unless it is determined that one party is the prevailing party, in which case the non-prevailing party shall bear the cost of all attorney's fees and mediation fees of the prevailing party.

(d) Settlement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, the other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set for this in this Section. In such event the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover for the non-complying party (or if more than one non-complying party, from all such parties) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

ARTICLE 11 - GENERAL PROVISIONS

Section 11.1: Binding Effect: The various restrictive measures and provisions of these covenants and restrictions are declared to constitute mutual equitable servitudes for the protection and benefit of each parcel in the Community and of the owners thereof and for the benefit of the Community as a whole. Each grantee of a conveyance or purchaser under a contract of sale, by accepting a deed or contract of sale, accepts such subject to all of the covenants, conditions and restrictions set forth in this Declaration and specifically agrees to be bound by each and all of them.

Section 11.2: Term of Declaration: Unless amended as herein provided, all provisions covenants, conditions and restrictions and equitable servitudes contained in this Declaration shall be effective for twenty (20) years after the date upon which this Declaration was originally recorded, and, thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by agreement of the Owners as provided for herein below.

Section 11.3: Amendment.

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

(b) **By Owners:** Hereafter and otherwise, this Declaration may be amended as follows: upon the affirmative vote of sixty-seven percent (67%) of those members present or represented by proxy at a meeting of the membership, and the approval of Declarant prior to the transfer of control date, by the recording of a written instrument or instruments specifying the amendment or the repeal, executed by the Declarant and the Resort Association.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Section 11.4: Required Consent of Declarant to the Amendment: None of the rights, reservations, or easements granted to or reserved by Declarant herein may ever be modified or amended without the prior written consent of Declarant or Declarant's successor as identified in Section 8.5 above, which consent may be withheld by Declarant for any reason whatsoever. Until the Transfer of Control Date, any proposed amendment or repeal of any other provision of this Declaration (i.e. a provision not involving any of the rights, reservations or easements granted to or reserved by Declarant) shall require the prior written consent of Declarant, or Declarant's aforesaid successor.

Section 11.5: Priority of First Mortgage Over Assessments: Each lender who recorded its mortgage or deed of trust before assessments have become delinquent and who obtains title to the Lot encumbered by the first mortgage whether pursuant to remedies provided in the mortgage, by judicial foreclosure, or by deed or assignment in lieu of foreclosure, shall take title to the lot free and clear of any claims for unpaid assessment or charges against such Lot which accrued prior to the time such first mortgage acquires title.

Section 11.6: Remedies Cumulative: Each remedy provided under the Association documents is cumulative and not exclusive.

Section 11.7: Costs and Attorneys Fees: In any action or proceeding under the Association documents to the party which seeks to enforce the Association documents and prevails shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney's fees and expert witness fees. "Action or proceeding" as herein stated shall include, without limitation, any arbitration, mediation, or alternative dispute resolution proceeding.

Section 11.8: Limitation of Liability: The Association, Board of Directors, the DRC, Declarant and any member, agent or employee of any of the same shall not be liable to any person for any action or for any failure to act if the action or failure to act was in good faith and without malice, and shall be indemnified by the Association to the fullest extent permissible by the laws of Idaho, including without limitation, circumstances in which indemnification is otherwise discretionary under Idaho law, in accordance with and subject to the terms and limitations contained in the Bylaws.

Section 11.9: Governing Law: The Association documents shall be construed and governed under the laws of the State of Idaho.

Section 11.10: Severability: Invalidation of any one or more of the covenants, conditions and restrictions contained herein by judgment or otherwise shall in no way affect the validity of any of the other provisions, which shall remain full force and effect.

Section 11.11: Number and Gender: Unless the context requires a contrary construction, as used in the Association documents, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 11.12: Captions for Content: The titles, headings and captions used in the Association documents are intended solely for convenience of reference and are not intended to affect the meaning of any provisions of this Declaration.

Section 11.13: Mergers or Consolidations: The Association may merge with another incorporated association to the extent permitted by law. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Property together with the covenants and conditions established upon any other property, as one plan.

Section 11.14: Conflicts in Documents: In case of any conflict between this document and the Articles of Incorporation, or the Bylaws of the Association, this Declaration shall control.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

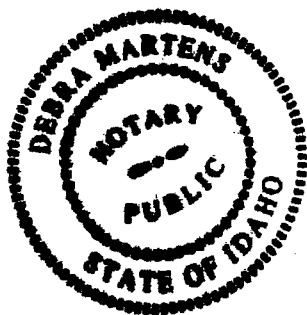
LARRY CLEM LLC,
an Idaho limited liability company, Declarant

By: Walter L. Clem, Jr.
WALTER LAWRENCE CLEM, JR.,
It's: Manager

STATE OF IDAHO,)
 (ss.
County of Valley.)

On this 22nd day of March, 2005, before me, Debra Martens, a Notary Public in and for said State, personally appeared WALTER LAWRENCE CLEM, JR., known or identified to me to be the Manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company 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.



Debra Martens
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 6/1/2008

EXHIBIT A

Legal Description of the Property

INSERT LEGAL DESCRIPTION OF LOT 2 AND LOT LOT 25