

AMENDMENT  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,  
AND AMENDMENT TO THE McCALL AREA TIMESHARE ASSOCIATION BYLAWS,  
FOR TIME PERIOD OWNERSHIP WITHIN CONDOMINIUM PROJECTS  
IN VALLEY COUNTY, IDAHO

THIS AMENDMENT TO DECLARATION is made and executed by BRAMPTON HOLDINGS, INC., a Utah Corporation (“Declarant”), formerly known as D.H. and Associates, Inc., a Utah Corporation, (“Declarant”) successor to EXECUTIVE AFFILIATES, a Utah General Partnership (“Declarant”), and by THE McCALL AREA TIMESHARE ASSOCIATION (MATA), an unincorporated association of timeshare owners acting through its Board of Trustees, and by the undersigned Owners of one or more time period units within the timeshare project, with reference to the following;

1. Declarant has heretofore recorded a certain document entitled “Declaration of Covenants, Conditions and Restrictions for Time Period Ownership within Condominium Projects in Valley County, April 1, 1981, Microfilm No. 111520 (“Declaration”). Said Declaration has The McCall Area Timeshare Association (MATA) Bylaws attached as Appendix D.
2. The Declaration was amended by a certain instrument recorded on June 23, 1981, in the County Recorder’s Office for Valley County, Idaho, Microfilm No. 113295, to add additional condominium units to the Declaration and to convert their status to timeshare units.
3. The Declaration was again amended by a certain instrument recorded on October 7, 1981, in the County Recorder’s Office for Valley County, Idaho, Microfilm No. 116102, to add an additional condominium unit to the Declaration and to convert its status to a timeshare unit. Said instrument also amended certain provisions of the Declaration and the Bylaws related to insurance coverage of the units and Declarant’s liability for common expenses or unsold time period condominiums.
4. The Declaration was again amended by a certain instrument recorded on June 1, 1982, in the County Recorder’s Office for Valley County, Idaho, Microfilm No. 120649, to add additional condominium units to the Declaration and to convert their status to timeshare units.
5. The Declaration was again amended by a certain instrument recorded on October 7, 1982, in the County Recorder’s Office for Valley County, Idaho, Microfilm No. 123415, to add additional condominium units to the Declaration and to convert their status to timeshare units.
6. Pursuant to Section 4 of the Declaration, Declarant has the authority to add additional condominium units within condominium projects in Valley County to the Declaration and to convert their status to timeshare units. The Declaration, however, is silent with regard to removing condominium units from the Declaration and their status as timeshare units. Therefore, there being no prohibition in the Declaration, the Declarant

has exercised, and may continue to exercise, its rights to remove certain units from the Declaration and to remove them from timeshare status.

7. The Declaration was again amended by a certain instrument recorded on April 14, 2017, in the County Recorder's office for Valley County, Idaho, Microfilm No. 405134, to remove Unit 141 in Building W of the Aspen Village (a condominium project located in Valley County, Idaho) from the Declaration and from its status as a timeshare unit.
8. The Declaration was again amended by a certain instrument recorded on September 13, 2018, in the County Recorder's office for Valley County, Idaho, Microfilm No. 416241, to remove Unit 140 in Building W of the Aspen Village (a condominium project located in Valley County, Idaho) from the Declaration and from its status as a timeshare unit.
9. The Declaration was again amended by a certain instrument recorded on January 11, 2019, in the County Recorder's office for Valley County, Idaho, Microfilm No. 418697, to remove Unit 139 in Building W of the Aspen Village (a condominium project located in Valley County, Idaho) from the Declaration and from its status as a timeshare unit.
10. The Declaration was again amended by a certain instrument recorded on May 29, 2019, in the County Recorder's office for Valley County, Idaho, Microfilm No. 420909, to remove Unit 137 in Building W of the Aspen Village (a condominium project located in Valley County, Idaho) from the Declaration and from its status as a timeshare unit.
11. The Declaration was again amended by a certain instrument recorded on October 29, 2019, in the County Recorder's office for Valley County, Idaho, Microfilm No. 424561, to remove Unit 138 in Building W of the Aspen Village (a condominium project located in Valley County, Idaho) from the Declaration and from its status as a timeshare unit.
12. The Declaration was again amended by a certain instrument recorded on December 22, 2020, in the County Recorder's office for Valley County, Idaho, Microfilm No. 435875, to remove Unit 3 in Building C of the Aspen Village (a condominium project located in Valley County, Idaho) from the Declaration and from its status as a timeshare unit.

#13 - Allows for the Declaration & Bylaws to be amended.

#14 - The original document never defined a specific time when the owners of time period condominiums would become tenants in common in 2030. This change sets a specific time.

13. The undersigned are the Owners of three-fourths (3/4) or more of the time period units subject to the Declaration and Bylaws and thus, pursuant to Section 12 of the Declaration and Article 10 of the Bylaws, are empowered to execute and record this instrument.

**NOW, THEREFORE, the Declaration and Bylaws are hereby amended as follows:**

14. Section 5.7 of the Declaration is hereby amended to read as follows:

#14 - 5.7 The original documents set forth time for the owners to have a meeting at 120 days prior to the actual date of conversion to tenancies in common. This change allows for more time, from 120 days to 240 days.

5.7 It is understood that at the beginning of Week One in the year 2030 A.D. (as Week One is defined in Section 5.2 of the Declaration), the owners of time period condominiums shall become tenants in common and the time period condominiums within the Project shall be removed from timeshare status and exclusive occupancy rights shall cease. The Board of Trustees shall, not less than sixty (60) nor more than two hundred forty (240) days prior to the actual date of such conversion to tenancies in common, call a meeting of all time period owners. The presence in person or by proxy of time period owners holding a majority of the total voting power of all time period units shall constitute a quorum. Proxies for this meeting may be acquired up to three (3) years prior to the actual date of said meeting. At such meeting, the time period owners may decide by a majority vote, which shall bind all time period owners, to continue their occupancy rights, in which case the provisions of this Declaration governing the same shall be extended for an additional ten (10) year period. Successive extensions of occupancy rights for period of ten (10) years each may be approved pursuant to the foregoing procedures. If at any time less than a majority of the time period owners present in person or by proxy at a meeting at which a quorum, as defined above, is present, shall approve continuation of occupancy rights, the Board of Trustees shall file suit in a court of competent jurisdiction for partition of all time period condominiums in the Project. Said lawsuit may also ask the court for a sale of the subject condominiums in lieu of actual partition, or both.

#14 - 5.7 Also added is the provision for gathering proxies up to three (3) years in prior to the meeting.

#14 - 5.7 This provision allows for the sale of the condo if the owners decide to NOT continue as a timeshare.

#15 - 5.7.1 The original documents never provided for the continuation of the association past 2030. This addition assures the continuation of the association until there is no further business to conduct.

15. Section 5.7 of the Declaration is hereby amended to add the following new Sections 5.7.1 and 5.7.2:

5.7.1 In the event that the Board of Trustees files suit in a court of competent jurisdiction as referenced in Section 5.7, the Association shall remain intact to conduct the business of the Association until such time as there is no further business to conduct.

5.7.2 In the event that approval of continuation of occupancy rights is not obtained as set forth above in Section 5.7, then no owner or other person or entity acquiring any right, title or interest in the time period condominium shall have occupancy or usage rights until said rights are determined by a court of competent jurisdiction pursuant to the partition action referenced in Section 5.7 above.

#15 - 5.7.2 The original documents never addressed the owner occupancy rights in case the owners decided NOT to continue as a timeshare. This section remedies this.

16. Section 5.8 of the Declaration is hereby amended to read as follows:

5.8 No owner or other person or entity acquiring any right, title or interest in a time period condominium shall seek or obtain, through any legal procedures, judicial partition of the time period condominium, or sale of the time period condominium in lieu of partition, at any date prior to the expiration of the exclusive occupancy rights as provided for hereinabove; provided, that nothing herein contained shall be construed to prohibit a judicial sale in lieu of partition of the exclusive weekly occupancy rights of a time period unit owned jointly by two or more persons, as between such co-owners. Provided further that three-fourths (3/4) or more time period owners of a single condominium may seek a judicial partition of the condominium, and/or a sale of the condominium in lieu of partition, without prejudice to subsequently bring a similar action if deemed advisable by said 3/4 or more of said owners.

#16 - 5.8 This provision allows a condo to be sold and removed from the association if 3/4ths of the ownership of a particular condo vote to do so.

17. Section 3.1 of the Bylaws is amended to read as follows:

#17 - 3.1 This changes the annual meeting from the third (3<sup>rd</sup>) Saturday in July to the second (2<sup>nd</sup>) Saturday in October.

\* In 1988, a phone call vote was taken to move the annual meeting to the second Saturday in October. It passed by over 3/4ths of the owners, but the Bylaws were never amended and recorded.

3.1 The first annual meeting of the Association shall be held on or before July 17, 1982. Thereafter, there shall be an annual meeting of the Association on the **second Saturday of October** at a reasonable place at **10:00 a.m.**, or at such other reasonable time not more than sixty (60) days before or after such date as may be designated by written notice by the Board of Trustees delivered to the Owners not less than fifteen (15) days prior to the date set for said meeting. At or prior to an annual meeting, the Board of Trustees shall furnish to the Owners (i) a list of the names of the nominees for the positions on the Board of Trustees to be filled at that meeting; (ii) a budget for the coming fiscal year which shall itemize the estimated Common Expenses as assessed by the Master Association and Association Expenses for the coming fiscal year with the estimated allocation thereof to each Owner; and (iii) an audited statement of the Common Expenses as assessed by the Master Association and Association Maintenance Expenses itemizing receipts and disbursements for the previous and current fiscal year, together with the allocation thereof to each Owner. Within ten (10) days after the annual meeting, the budget and the statement of the Common Expenses as assessed by the Master Association and Association Expenses shall be delivered to the Owners who were not present at the annual meeting.

18. In all other respects, the Declaration and the Bylaws and all the above-referenced Amendments are hereby ratified and confirmed, except as specifically amended hereby.

19. This instrument has been executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature and notary pages may be detached from each counterpart and combined into one instrument.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the dates set forth next to their respective signatures.

[SIGNATURE PAGES AND NOTARIES TO FOLLOW ON NEXT PAGES]

BRAMPTON HOLDINGS, INC.  
A Utah Corporation, (“Declarant”)  
Formerly known as D.H. and Associates, Inc.,  
A Utah Corporation, (“Declarant”) successor to  
Executive Affiliates, a Utah General Partnership,  
 (“Declarant”), owner of \_\_\_\_ time period unit(s).  
 [insert #]

\_\_\_\_\_  
By: David K. Holland, President  
Date:\_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Valley )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for said State, personally appeared David K. Holland, as President of Brampton Holdings, Inc., a Utah Corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as President of said corporation and that said corporation executed the same.

\_\_\_\_\_  
Notary Public for Idaho  
My Commission Expires: \_\_\_\_\_

THE McCALL AREA TIMESHARE  
ASSOCIATION (MATA), an unincorporated  
association of time period owners, owner of \_\_\_\_\_  
time period unit(s). [insert #]

By: \_\_\_\_\_  
Spencer Koonz, Board Member at Large  
Date: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Valley )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for said State, personally appeared Spencer Koonz, Board Member at Large of The McCall Area Timeshare Association, an unincorporated association, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as said Board Member of said Association and that said Association executed the same.

\_\_\_\_\_  
Notary Public for Idaho  
My Commission Expires: \_\_\_\_\_







**Signature and Notary for a Trust**

\_\_\_\_\_ Trust

[insert name of trust]

owner of \_\_\_\_\_ time period unit(s).  
[insert #]

By: \_\_\_\_\_  
Trustee

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same as trustee(s) of the above-named Trust.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

