

Simonds et al v. Bridgetower LLC:
Complaint for Declaratory Judgement

EXHIBIT A

5 pages following:

2023 HOA Structure Opinion Letter

David M. Fogg
Erika K. Melanson
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February 6, 2023

Bridgetower Subdivision Homeowners
Attn: Tami Riddle, Mark Wetzel
Association Management, Inc.
3140 W. Belltower Dr.
Meridian, ID 83646

Re: Subdivision formation documents, options, and status

AMI Team;

The following is a summary and follow-up of our February 2nd, 2023 meeting regarding our understanding of the current status of the Bridgetower subdivision, our opinion of the current case law and statutes related to the subdivision's original formation and subsequent termination of a limited liability company formed to manage the affairs of the subdivision, and our proposed plan to rectify what we believe to be substantial defects in the same.

Current Status of the Bridgetower Subdivision

Based on the documents presented to our office and discussions we have had with the AMI team, it is our understanding that the Bridgetower subdivision (the "Subdivision") was never governed by a non-profit corporation under any of the codified statutes related to homeowner corporations in Idaho. Rather, the declarant created a limited liability company (the "LLC") with the intent that the LLC would essentially claw away, from the fee simple homeowners, certain rights related to their property and the common areas contained within the subdivision. While we understand the desire to better manage and control the Subdivision we believe this to be an inherent restriction of property that in and of itself is problematic.

To that end, the controlling documents for the subdivision are limited to the covenants, conditions, and restrictions (the "CC&Rs") with the LLC having only a loose and indirect connection to the homeowners and the Subdivision. We are not aware of any articles creating a corporation, or any bylaws, or other corporate entity documents that should have been put in place to manage the affairs of the Subdivision which would conform to Idaho Code §45-810(6) and (7) [Amended as §55-3203(3) (4) and 55-3204(6)]. Further, the LLC by its own term was terminated on or about December 31, 2020, and is in a state of winding up. Leaving the Subdivision in a state of **unincorporated non-profit affiliation** as defined under Idaho Code §30-27-102(5), with only CC&Rs in place for guidance.

While not a specific issue with this Subdivision, given the LLCs state of winding up, Idaho law strongly suggests that the initial organization may be defective as set forth in that same code section subparagraph (6) which appears to disallow any unincorporated non-profit entity created by statutory authority which in particular reads, "[t]he term [unincorporated] does not include ... [a]n organization formed under any other statute that governs the organization and operation of the unincorporated association. I.C. § 30-27-102(6).

Further, it is likely that any action taken by any group of homeowners in the capacity of a board or advisory panel would be subject to challenge, including any contracts executed, assessments levied, enforcement actions, or any other action taken by such board and property manager. While there is little to no Idaho case law that would be binding on an Idaho Court, other jurisdictions would prove instructive and persuasive to an Idaho court. For example, California does have cases related to the nature of unincorporated non-profit affiliations related to subdivisions and most notable determines that such are simply large partnerships with joint and several liability. Because an Idaho court would likely find that the current status of Bridgetower is a large partnership, this is concerning given the joint and several liability that would flow to all homeowners in Bridgetower. Joint and several liability is where two or more parties are individually and collectively liable for the actions of others. Idaho presumes joint and several liability for all tort actions (Idaho Code § 6-803. It likewise infers joint and several liability for contract. *Marshall Bros., Inc. v. Geisler*, 99 Idaho 734, 739 (Idaho 1978) (citing 17 Am.Jur.2d Contracts § 298 (1964)). The ramification of this legal status is significant because, for example, should someone be injured or killed at the pool the responsibility would rest individually and collectively with each of the 900 plus homeowners, with the likely targets for collection being the wealthiest in the neighborhood.

Additionally, we find no evidence in the record that at any time was the LLC's sole member ever transferred to any other individual or entity during the tenure of the Subdivision. We believe it accurate that up until late 2020 neither the AMI team nor any homeowner was aware of the existence of the LLC or that their Subdivision was devoid of traditional articles and bylaws. Any of which alone is problematic in enforcement of Subdivision rules and regulations and the collection of fees, but together, we believe, is a significant defect and could be viewed as a purposeful attempt to misdirect and misinform homeowners.

Based on our analysis, we conclude that the Subdivision is currently in a state of an unincorporated affiliation and that all homeowners are jointly and severally liable for any obligations and liabilities that may occur.

Status of the LLC and AMI's Authority

The CC&Rs provide some connection and guidance related to AMI and its authority to manage the affairs of the Subdivision. However, we are not confident that a challenge against AMI's management authority could be defended.

A review of the LLC operating agreement (the "Operating Agreement") exposes considerable inconsistencies and defects to its connection and authority related to the Subdivision. First and foremost, the term "Association" as defined in the LLC's operating agreement has nothing to do with the Subdivision but is the defined term for the LLC itself (reference Operating Agreement "*This is the Operating Agreement for Bridgetower Owners Association, LLC ... the 'Association'*"). The document further refers to manager of the Association which would normally imply a manager of the Subdivision but in the case of the LLC is clearly defined as the manager of the LLC (reference paragraph 1.10 of the Operating Agreement). Additionally, there are several terms contained in the Operating Agreement that we believe to be invalid and unenforceable. For example, paragraph 1.6 attempts to create membership in the LLC without notice, amendment, acknowledgement, agreement, or any other indication that a new member, other than having a fee simple ownership in the Subdivision, has any inkling of the membership or even existence of the LLC. We are unaware of any mechanism that would allow an LLC to force membership upon an unknowing individual. Indeed, this would violate the basic notions of established contract law. Moreover, the ELC team has litigated against the notion that a party can be bound to an LLC it wasn't aware of. Unlike shares in a corporation that can be gifted or granted, LLC memberships require an affirmative action by the LLC and the new member, especially if the membership in the LLC creates liabilities.

Paragraph 1.11 attempts to create an advisory board for the Subdivision but lacks any authority over the homeowners that not members of the LLC. Paragraph 2.2 allows amendments without negotiation or agreement of any member other than the Manager. Paragraph 3.2 and 3.3 attempts to impose the authority and enforcement of assessments on the Subdivision homeowners without any connection to the LLC. Article 4 attempts to impose duties on non-members. Essentially, the list of defects are numerous.

As to membership of the LLC, we believe that the original member remains the sole member of the LLC. It is our understanding that no amendments, resolutions, assignment, or transfers of membership ever occurred. This would indicate that the sole member has remained the sole member and continues to be responsible for the operation of the LLC and would remain the sole authority to affect the winding up and dissolution of the LLC, absent an assignment or transfer. To the extent that a court could find that the annual state filings were amendments (which we don't believe to be likely) it remains our recommendation that both the sole member and any individual currently identified on the annual filing as a member execute any documents necessary to reconstitute the structure of the Subdivision.

Our analysis of the LLC is that while we understand what was attempted, the execution of mashing together an LLC operating agreement and traditional HOA bylaws created a confusing, extremely ambiguous, and largely unenforceable document.¹ Further, we remain concerned that the lack of transparency with homeowners as each purchased property in the Subdivision could be interpreted as purposefully tortious behavior. While we do not believe that was the intent, we remain concerned that should a group of disgruntled homeowners determine they have been duped such an allegation would be both costly as well as have a potentially unfavorable outcome.

While the Operating Agreement is largely unhelpful, the CC&Rs may be interpreted to provide some authority for the LLC and help facilitate a transition from an unincorporate affiliation to a traditional homeowners' association, as discussed below. As to the authority of AMI to manage the affairs of the Subdivision, we believe that while the LLC grants authority to appoint a "Manager," such is the manager of the LLC (as defined by the LLC) **not** a manager for the Subdivision.

Application of the CC&Rs to the Subdivision

The CC&Rs largely mirror the language of the Operating Agreement. This, in our opinion, is a positive and provides some connection to the LLC and the homeowners obligations. There is no doubt that since the CC&Rs have been recorded, they run with the land and provide some notice of the existence of an LLC (see paragraph 1.1 of the CC&Rs). Unfortunately, in addition to the lack of corporation formalities noted above, it appears that copies of the Operating Agreement were never included in a purchaser's closing package, thereby lacking any acknowledgement and affirmation of the Operating Agreement that could potentially bind them.

Paragraph 1.5 proports to create membership, but also does so without observing any required corporate formalities and is problematic in our view. Paragraph 1.18 attempts to create authority for the LLC to retained a HOA manager (as apposed to a manager of the LLC) but again creates an ambiguity between the Subdivision and the LLC. To the extent that the LLC owns the common areas, 1.18 clearly grants the LLC the authority to hire a HOA manager to manage those areas.² Much of Articles 2, 3, and 5 through 10 of the CC&Rs contain typical language and would allow owners to enforce the terms of the

¹ "The rule is clear, that a contract should be construed most strongly against the party preparing it or employing the words concerning which doubt arises." *Simplot v. Bosen*, 144 Idaho 611, 616 (Idaho 2007) (quoting *Big Butte Ranch, Inc. v. Grasmick*, 91 Idaho 6, 9, 415 P.2d 48, 51 (1966)).

² We believe this to be an important connection and grant of authority and provide the necessary language for the management of the Subdivision common areas independent of the status of the homeowners.

CC&Rs through owner-to-owner judicial remedies related to each homeowner's fee simple ownership. Article 4 is mostly a restatement of what is contained in the Operating Agreement and would normally be contained in articles of incorporation and bylaws. While the same defects exist in Article 4 that are noted above, Paragraphs 4.4, 4.5, and 4.7 provide important provision and grants of authority that we believe are enforceable.

Specifically, Paragraph 4.4 grants the LLC the authority to assess and enforce through an agent and 4.5 provides authority to conduct business affairs and manage common areas. This authority would continue to exist during any winding up phase of the LLC.³

Interestingly, paragraph 4.7 specifically appears to contemplate an event of dissolution and provides that any LLC assets, including real property, be dedicated to a "public body" or transferred to "another non-profit organization with similar purposes". This single provision is what we believe is the best and most specific connection for restructuring to a more traditional homeowner association.

Proposed Plan

The above analysis, while lengthy, is only a summary of what the ELC team has been able to ascertain from analysis of Idaho, Oregon, Washington, and California case and statutes, as well as a detailed review of the documents related to the Subdivision and discussions with the AMI team. The term termination of the LLC coupled with the non-traditional structure of the affiliated documents has presented a challenging proposition to determine a course of action that is defensible and provides the Subdivision with a structure that works.

The creation of articles and bylaws does not require any specific connection to the Subdivision. Anyone can create and record articles and bylaws. What is needed is a connection to the Subdivision that makes the creation of something that the homeowners will recognize and be bound by. We believe it is important that any action taken at this point have a direct connection to the CC&Rs, and that the CC&Rs remain the only controlling document related to the Subdivision that would be difficult to dispute. Paragraph 4.7 is the best direct connection between the winding up LLC and the formation of a new entity. Since Idaho Code seems to imply that only incorporated or unincorporated entities may be HOAs and that such, in part, require bylaws, forming a more acceptable non-profit incorporation makes sense and may be the only defensible option. If this matter were ever litigated, the issue would be an issue of equity and the Court would have more authority to look at intent of the parties. We believe that by directly connecting the restricting to the CC&Rs, we can make defensible arguments about the goals and purposes of the restructuring. While the goal is to avoid litigation, we want to provide the best actions to defend the subdivision moving forward.

To accomplish the above we propose the following and have taken the follow actions:

- Articles of incorporation and bylaws have been drafted, both the articles and bylaws largely mirror the existing CC&Rs and incorporate, to the extent such makes sense, the language of the Operating Agreement.⁴ It is our recommendation that both the sole member of the LLC and the

³ The sole member of the LLC remains responsible for the direction and execution of these responsibilities and duties. Including, but not limited, to the execution of contracts with third parties.

⁴ There is existing case law regarding HOAs and changes to bylaws without existing homeowner participation. The issue is generally whether a homeowner can be bound to a document that the homeowner didn't agree to and the enforceability of a term in the bylaws allowing amendments without consent, after the fact. Noting that homeowners do agree to those bylaws as such exist at the time a homeowner closed on the property. The courts have largely stated that such provisions are enforceable so long as the changes do not substantially adversely affect the nonconsenting homeowner. Idaho has a single case we were able to find that was aligned with this opinion. *Twin Lakes Village Property v. Crowley*, 124 Idaho 132 (Idaho 1993)

members of the advisory board sign these documents just to further protect the position that such is transparent and enforceable as to all homeowners.

- A resolution related to the winding up of the LLC, the transfer of the property to the new corporation, and the creation of the articles and bylaws has been drafted. It is our recommendation that both the sole member of the LLC and the members of the advisory board sign these documents just to further protect the position that such is transparent and enforceable as to all homeowners.
- Assignments and new deeds will need to be drafted for the common areas.
- Any contract executed by anyone other than the sole member of the LLC should be executed by the sole member as an additional signatory prior to the above.
- Once completed all homeowner should be provide with the recoded copies of the articles and bylaws.
- ELC will attend the next annual meeting to answer questions and explain the process and need for the change. The intent is not to present the termination as an error, but simply as a term in the document that needed to be addressed due to the significant liability of an unincorporated affiliated organization to each and every homeowner.

While not a perfect solution we believe that the above provides the best possible solution to the issues discussed. We are available for further discussion if necessary. Please advise how to proceed.

Sincerely,

David M. Fogg



Bridgetower Professional Group
3142 W. Belltower Dr., Meridian, Idaho 83646
Main:208.813.9220 - Direct:208.813.9221

Managing Member, Licensed in Idaho and Washington

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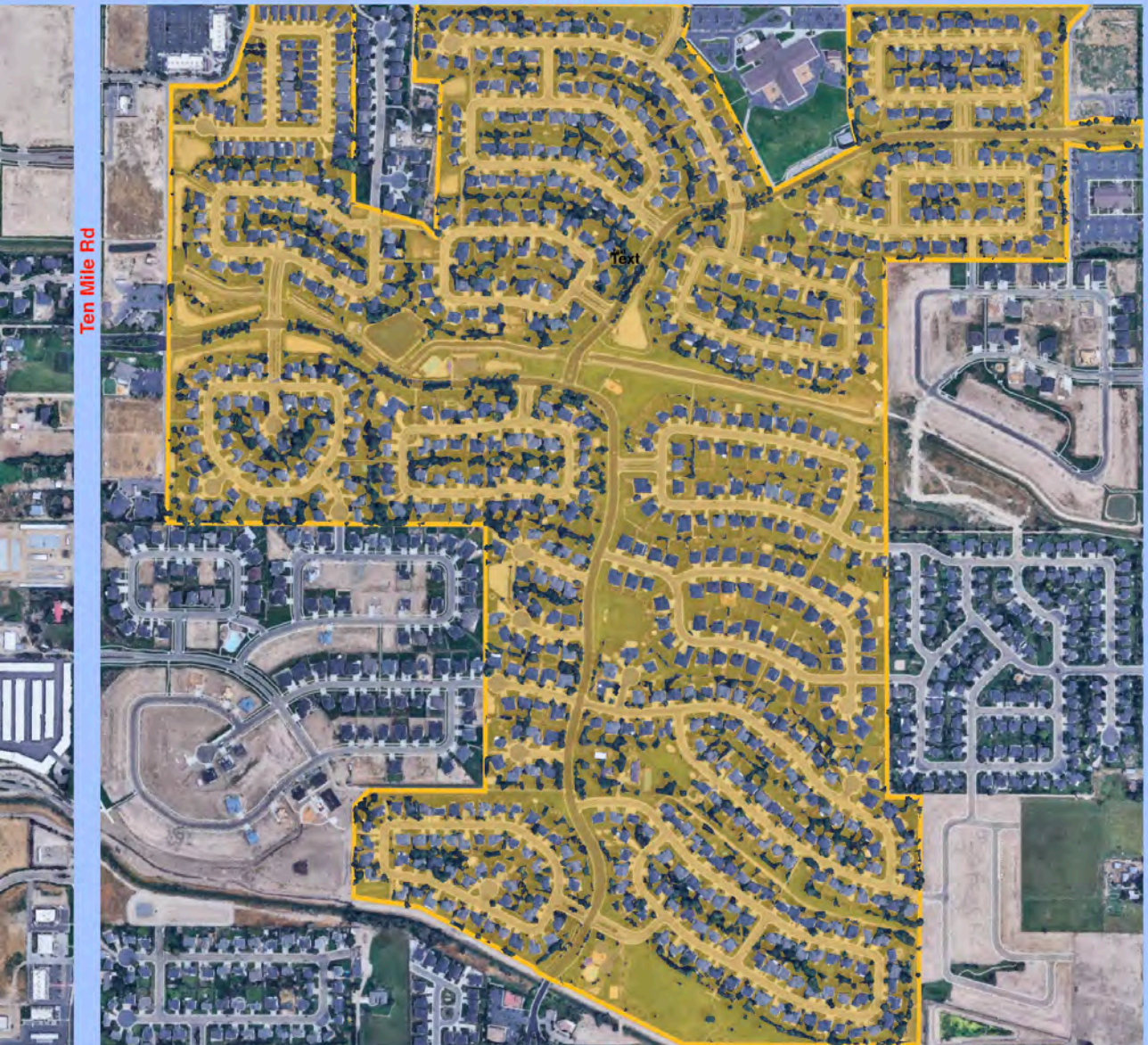
EXHIBIT B

1 page following:

Bridgetower Subdivision Map



McMillan Road



Ten Mile Rd

Linder Rd

Ustick Rd

Simonds et al v. Bridgetower LLC:
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EXHIBIT C

2 pages following:

Primeland 2000 Application for LLP Registration,
&
Primeland 2006 SecState Annual Report



APPLICATION FOR REGISTRATION OF LIMITED LIABILITY PARTNERSHIP

(Instructions on back of application)

FILED/EFFECTIVE
JUL 10 3 53 PM '00

SECRETARY OF STATE
STATE OF IDAHO

The undersigned partnership hereby applies for registration as a Limited Liability Partnership, and submits the following information pursuant to Idaho Code § 53-343A.

- The name of the partnership is Primeland Development Company, L.L.P.
- Its principal office is located at 1111 South Orchard, Suite 155, Boise, Idaho, 83705
- Its registered office in Idaho is located at 1111 South Orchard, Suite 155, Boise, Idaho 83705, and the name of the registered agent at that address is Frank Varriale
- The partnership is organized in the state of Idaho
- The nature of its business is real estate development
- The name(s) and address(es) of at least one partner:

<u>Name</u>	<u>Address</u>
<u>Varriale Construction, Inc.</u>	<u>1111 South Orchard, Suite 155, Boise Idaho, 83705</u>
_____	_____
_____	_____

7. Other matters (optional):

8. Signature(s) of at least one partner listed in item 6.

Frank Varriale

Varriale Construction, Inc.
By: Frank Varriale, President

Secretary of State use only

IDAHO SECRETARY OF STATE

07/11/2000 09:00
CK: 3825 CT: 2582 BH: 332495

1 @ 100.00 = 100.00 ORGAN LLP # 2

J654

No. J 654

Due no later than July 31, 2006

Annual Report Form

2. Registered Agent and Office NO PO BOX

FRANK VARRIALE
~~600 E FRANKLIN STE 110~~
MERIDIAN, ID ~~83642~~ 83646
3120 W. Belltower Dr.
Suite 100

Return to:
SECRETARY OF STATE
700 WEST JEFFERSON
PO BOX 83720
BOISE, ID 83720-0080

1. Mailing Address - Correct in this box, if applicable

PRIMELAND DEVELOPMENT COMPANY, L.L.
FRANK VARRIALE
~~600 FRANKLIN STE 110~~ 3120 W. Belltower Dr.
MERIDIAN, ID ~~83642~~ Suite 100
Meridian, Id 83646

3. New Registered Agent Signature

NO FILING FEE IF
RECEIVED BY DUE DATE

4. Limited Liability Partnerships: Enter Names and Business Addresses of two (2) or more partners.

<u>Office held</u>	<u>Name</u>	<u>Street or P.O. Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Managing Partner	Varriale Construction, Inc.	3120 W. Belltower Dr, Ste.100	Meridian,	ID	83646
Partner	Bews Floyd, Inc.	3120 W. Belltower Dr, Ste.100	Meridian,	ID	83646

5. Organized Under the Laws of:

IDAHO
J 654

6.

Signature

Date

7.7.06

Name

(Typed or Printed)

FRANK S. VARRIALE

Title

Pres. VCI

Simonds et al v. Bridgetower LLC:
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EXHIBIT D

29 pages following:

Bridgetower LLC Covenants

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
BRIDGETOWER SUBDIVISION NO. 1**

THIS DECLARATION is made on the last date herein below set forth, by Primeland Development Company, L.L.P., an Idaho Limited Liability Partnership, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of certain real property in the County of Ada, State of Idaho, hereinafter referred to as the "Property," more particularly described as follows:

Lot 1 and Lot 2, Block 1; Lot 1, Block 2; Lot 1, Block 3; Lots 1 through 35 (inclusive), Block 4; Lots 1 through 23 (inclusive), Block 5; of Bridgetower Subdivision No. 1, according to the official plat thereof, filed in Book 83 of Plats at Pages 9087 through 9088, and recorded as Instrument No. 101114821, official records of Ada County, Idaho,

hereinafter "Bridgetower Subdivision No. 1"; and,

NOW, THEREFORE, Declarant hereby declares that all of said Property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions, and reservations hereinafter set forth. Said easements, covenants, restrictions, conditions, and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them, and shall inure to the benefit of and be limitations upon all future Owners of said Property or any interest therein.

**ARTICLE ONE
Definitions**

1.1 "Association" shall mean and refer to Bridgetower Owners Association, L.L.C., an Idaho Limited Liability Company, its successors and assigns.

1.2 "Declarant" shall mean and refer to Primeland Development, L.L.P., an Idaho Limited Liability Partnership, its successors and assigns. "Declaration" shall mean and refer to this entire Declaration of Covenants, Conditions, and Restrictions for Bridgetower Subdivision No. 1. Declarant may declare that some of the covenants, conditions, and restrictions in this Declaration shall extend to other parcels of land

owned by Declarant known, which land is commonly known as the "Bridgetower Crossing" and is more particularly described in a City of Meridian, Idaho P.U.D., provided that Declarant has platted the affected Bridgetower Crossing land into a Subdivision and has annexed that land to the Property and has executed a Supplemental Declaration for that future platted Bridgetower Crossing Subdivision describing the land and the covenants, conditions and restrictions to apply to that land, all according to processes set out in Article Nine.

1.3 "Lot" or "lot" shall mean and refer to any plot of land shown upon the recorded subdivision plat of Bridgetower Subdivision No. 1. It may also refer to any plot of land in any recorded plat of a subdivision in the Bridgetower Crossing according to a Supplemental Declaration. A "corner lot" is one that is bounded by street to the front of the lot and by another street to the side of the same lot.

1.4 "Common Area or Common Area lots" shall mean and refer to those areas and lots (including improvements thereon) owned by the Association for the common use, enjoyment, or benefit of all Members of the Association and, in some cases, for the common benefit of other identified users. "Common" shall mean and refer to those systems, fences, equipment and properties that are owned, maintained and operated by the Association by the Manager for the common use, enjoyment or benefit of all Members and, in some cases, for the common benefit of other identified users. Common Area lots in Bridgetower Subdivision No. 1 are more particularly described in Article Eight to this Declaration.

1.5 "Member" shall mean and refer to every person or entity who holds membership in the Association as a result of being a lot Owner in Bridgetower Subdivision No. 1, and will also include any other person or entity who later becomes a lot Owner in a future residential Bridgetower Crossing Subdivision who are included in a Supplemental Declaration to that future Subdivision. There are "Class A Members" and "Class B Members" as more particularly identified in Article Four. Declarant is the only "Class B Member."

1.6 "Mortgage" shall mean and refer to any mortgage or deed of trust securing an obligation by a lot Owner. "Mortgagee" shall mean and refer to the mortgagee under a mortgage or the beneficiary under a deed of trust, and "mortgagor" shall mean and refer to the mortgagor of a mortgage or the grantor of a deed of trust.

1.7 "Owner" shall mean and refer to the person, persons or entity who hold record title to any platted lot in Bridgetower Subdivision No. 1, including persons purchasing such a lot on contract from record title holder. It will also include any other person or entity who holds record title to a lot in a future Bridgetower Crossing

Subdivision annexed according to Article Nine. "Owner" does not include a mortgagee. A "homeowner" shall mean and refer to an Owner who resides in a residence on a lot as his, her, or their primary residence.

1.8 "Plat" shall mean and refer to any recorded Subdivision map showing that the Property has been subdivided into lots. The Plat of Bridgetower Subdivision No. 1 has been recorded in the official records of Ada County, Idaho. Declarant intends to Plat the Bridgetower Crossing land and to annex those platted Subdivisions according to the provisions in Article Nine.

1.9 "Setback" shall mean and refer to the minimum distance between the lawful location of a residence on a lot from a given street or road or from a lot line as provided by a Plat or otherwise provided for by law or by this Declaration.

1.10 "Architectural Control Committee" or "ACC" shall mean and refer to a designated association of not less than one and not more than three individuals whose primary function is to review all construction plans submitted by a lot Owner and to enforce the construction standards as required by this Declaration. ACC committee members shall be appointed by Declarant and shall serve at the pleasure of Declarant until Declarant has turned over the right of appointment to the Association by written notice. The ACC may operate as an informal association or committee, or may form and operate as a corporation or limited liability company.

1.11 "Irrigation District" shall mean an irrigation district duly organized under Idaho law to supply irrigation water to property owners who are the beneficial users of that irrigation water. The lot Owners in Bridgetower Subdivision No. 1, Primeland Subdivision and the Bridgetower Crossing land are intended to be the in common beneficial users of this irrigation water under this Declaration, the Declaration for Primeland Subdivision and the future Supplemental Declarations for the Bridgetower Crossing Subdivisions. Each lot owners in all Subdivisions shall pay his pro-rata share of the cost of the Districts water. Declarant intends to cause the appurtenant Irrigation District water to be delivered to each lot in Bridgetower Subdivision No. 1, to each lot in the Primeland Subdivision, and each lot in the Bridgetower Crossing land, including their respective Common Area lots by means of a Pressurized Irrigation Water system, in a manner more fully set forth in Article Six.

1.12 "Service Provider" shall mean and refer to that person or entity who shall operate, maintain, and repair the Pressurized Irrigation system. The Service Provider shall make and collect appurtenant assessments to all lot owners, except those specifically excluded, all according to Article Six. Any person or entity formed for this purpose who is qualified, including an entity formed and controlled by Declarant,

can act as the Service Provider. The Manager may enter into such contracts with the Service Provider as the Manager deems appropriate to assure the performance of the Pressurized Irrigation Water system.

1.13 "Subdivision" shall mean and refer to Bridgetower Subdivision No. 1 and to other future Bridgetower Crossing Subdivisions when platted and included by the act of Declarant through a Supplemental Declaration as provided for in Article Nine. Future Bridgetower Crossing Subdivisions may be assigned a different or more particular names when are ready to be Platted, and may be formed as residential or commercial Subdivisions.

1.14 "Bridgetower Subdivision No. 1" shall mean and refer to the official Plat of Bridgetower Subdivision No. 1, recorded as Instrument No. 101114821, official records of Ada County, Idaho. Bridgetower Subdivision No. 1 is a residential subdivision.

1.15 "Primeland Subdivision" shall mean and refer to the official Plat of Primeland Subdivision, recorded as Instrument No. 101114819, official records of Ada County, Idaho. Primeland Subdivision is a commercial subdivision.

1.16 "Bridgetower Crossing" shall refer to the land identified in a P.U.D. approved by the City of Meridian and/or Ada County Idaho, which Declarant intends to form into platted residential and commercial Subdivisions.

1.17 "Highway District" shall mean Ada County Highway District, or "ACHD," who shall operate and maintain storm drainage facilities located in public rights of way subject to those limitations set out in Article Eight.

1.18 "Manager" shall mean that person or entity retained by the Association to provide, on behalf of the Association, the Association's business duties, including but not limited to operating and maintaining the Association's Common Areas, common properties systems and fences, paying taxes on Common Area lots, securing liability insurance for the protection of the Association and its Common Areas and properties, providing notices to Members, conducting meetings and voting administration, proposing Association Rules, administering and collecting Member assessments and assessments due by other lot owners, and administering other business functions on behalf of the Association, in a manner more fully described in Article Four. The initial Manager shall be selected by Declarant and shall serve by contract with the Association, until and unless that contract is terminated. Thereafter, the Manager shall be selected by a vote of all Members (Class A and Class B combined). The Associations Manager can be selected from among those companies who typically

manage owners associations, or it can be an entity formed and controlled by Declarant or its principals specifically to manage the duties of this Association and to perform the business operations for all Subdivisions.

ARTICLE TWO General Development and Use Restrictions

2.1 Land Use – Residential. Each lot in Bridgetower Subdivision No. 1, and each lot in all future Bridgetower Crossing Subdivisions that are duly designated as residential subdivisions, other than a Common Area lot, shall be used solely for residential purposes and shall not be used for any commercial purposes, including the conduct of trade, business, or professional activities, except as may be permitted as follows:

a. A homeowner may conduct limited business activities through a “home office,” providing that those business activities are conducted through telephonic and mail communications, that the homeowner does not hire employees or contractors to work in the residence, that there is no visual business appearance on the lot and, further providing that such business activities are not otherwise prohibited by the laws of the City of Meridian or Ada County in the residential zone affecting the respective lot; and

b. The Declarant is authorized to construct a building on the Property which may be used as a Subdivision sales office or temporary office quarters for business activities pertaining to the development of any of the Subdivisions and/or to aid the sales of lots; and

c. The construction trades shall be permitted to construct or use temporary facilities used solely for the purpose of aiding in the construction of a residence or authorized improvement on a lot, which use will be eliminated after the construction is complete.

2.2 Residence Construction. Each Owner, including any contractor, builder, or agent for an Owner, intending to construct a residence or authorized improvement on any residential lot, shall do so only if the following conditions have been met:

a. The lot Owner, or the contractor, builder or agent acting on behalf of the lot Owner, shall first submit an application for construction authority to the Architectural Control Committee (“ACC”), together with the required application fee. The lot Owner shall not commence the intended construction until he has

thereafter received written approval from the ACC, according to the provisions of Article Seven of this Declaration.

b. Each residence constructed on a lot in Bridgetower Subdivision No. 1 shall be a "single-family" dwelling as defined by building codes applicable to the City of Meridian and shall have a garage with at least two (2) bays suitable for vehicle storage.

c. A residence shall only be constructed if the Owner, including any contractor, builder, or agent acting on behalf of the Owner, has obtained a building permit from the City of Meridian and any other governmental agency with jurisdiction over residential construction on a lot, in addition to ACC approval.

d. All residential construction, including outbuildings and all other residential accommodations, shall strictly follow all of the covenants, conditions, and restrictions in this Declaration, including all requirements established by the ACC as a part of its written approval.

2.3 Setbacks and Utility Corridors. Each residence and all authorized improvements shall be constructed within the minimum setback regulations as established by the City of Meridian and those that are described on a Plat. An Owner shall not place any permanent obstruction, including invasive landscaping, in a utility corridor identified on a Plat.

2.4 Residential Landscaping. The following provisions shall govern the landscaping of all residential lots within the Property:

a. The Owner, at his sole and separate cost, shall cause his lot to be landscaped in a style complimentary to the style, size, and value of the residence constructed thereon. At a minimum, that landscaping shall include lawn areas in front, side, and back yards of the lot, which lawn areas may be formed either by sod or grass seed planting. All lawn areas and all trees and shrubs in the front and side yards of a lot shall be made of "living" materials. The Owner, at his sole and separate cost, shall also provide for an underground sprinkling system for the areas that must be in lawn, which system shall be designed to connect to the Pressurized Irrigation Water system.

b. All landscaping, including the lot Owner's connections to the Pressurized Irrigation Water system, shall be fully installed and completed within one hundred eighty (180) days after completion of the residence on the lot. Completion

of the residence shall mean a state of completion sufficient for the lot Owner to obtain an occupancy permit.

c. In the event an Owner shall fail to provide minimum landscaping or otherwise meet the requirements of subparagraphs a and b above, the Declarant and/or the Association, by and through its Manager, may cause these minimum requirements to be completed at the Owner's cost, and may file a lien against the Owner's lot for the cost of providing these minimum requirements. In the event the Owner fails to pay the costs incurred by the Declarant or the Association within thirty (30) days of written demand upon the Owner, the Declarant or Association may sue to collect the cost or may foreclose the claim of lien filed in the same manner as a materialman's lien under Idaho law is foreclosed. Declarant or Association shall receive an award of reasonable attorney fees in addition to the costs advanced on behalf of the lot Owner who failed to meet these requirements.

2.5 Declarant Constructed Fences in Bridgetower Subdivision No. 1. Declarant, at its separate initial cost, shall construct a uniform fence along each of the rear lot lines of Lots 4 through 13, in Block 4 of Bridgetower Subdivision No. 1, as each of those lots abuts to Five Mile Creek. This uniform fence shall not be a "common" fence, irrespective of its initial uniform construction, and each of the respective homeowners of Lots 4 through 13, in Block 4 of Bridgetower Subdivision No. 1 shall separately bear the responsibility and cost of maintaining and repairing that portion of this uniform fence as it is situate long his respective lot. Each respective homeowner of Lots 4 through 13, in Block 4 of Bridgetower Subdivision No. 1 covenants to the Association that he shall maintain and repair his respective section of this uniform fence in a good and workmanlike manner. The style of this uniform fence shall be six (6) feet in height with an open vision design, or alternatively six (6) feet in height with four (4) feet of solid material with the top two (2) feet of open vision design.

Declarant, at its separate initial cost, shall also construct the same style o uniform fence along the lot line of Lot 14 of Block 4 of Bridgetower Subdivision No. 1 as it abuts to Five Mile Creek. This section of the uniform fence is declared to be a "common" fence that shall be maintained and repaired by the Association in a good and workmanlike manner at the Association's separate cost.

Declarant may, but shall not be obligated to, construct a fence in the same style as the uniform fence referred to above, along the lot line of any Common Area Lot in Bridgetower Subdivision No. 1 that abuts Five Mile Creek. If Declarant makes the election to construct this section of fence, it too shall be a "common" fence that shall be maintained and repaired by the Association in a good and workmanlike manner at the Association's separate cost.

Declarant may elect, in its sole and separate discretion, to erect a fence along the perimeter of any other lot that is situate on the exterior boundary of Bridgetower Subdivision No. 1, or around all or parts of a Common Area lot or system in Bridgetower Subdivision No. 1. If Declarant so elects, the design, style, and materials used to construct a fence or fences in these locations shall be chosen by Declarant at its sole and separate discretion. If Declarant elects to construct fences in these locations, the future maintenance or repair of those fences shall be the duty of the respective homeowner if it is fence is situate on the homeowner's lot, or alternatively by the Association as a common fence, if the fence is situate on a Common Area lot.

2.6 Owner Constructed Fences in Bridgetower Subdivision No. 1. An Owner of any residential lot may elect at his sole and separate cost to construct a fence on his lot, but only if the following conditions are met:

a. A fence may be constructed on a lot (other than a corner lot), but the fence shall not extend into the front yard, nor beyond a line running parallel to the front of the main residence (excluding porches and/or architectural detailings); and

b. A fence may be constructed on a corner lot, but the fence on the side bounded by the street may not be closer than twenty feet (20') to the street right of way on the side parallel to the street side; and

c. If the lot is an exterior lot (a lot where the back or side yard abuts the Subdivision perimeter fence, if one exists), then the Owner must use the perimeter fence as the Owner's fence; and

d. Every fence shall be constructed with materials and in a manner described in "fence guidelines" as will be provided by the ACC.

2.7 Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other lot Owners.

2.8 Signs. No sign of any kind shall be displayed to the public view on any residential lot. However, a lot Owner may display one temporary sign of not more than five (5) square feet advertising the property for sale or rent, and may display temporary political signs, and a builder-owner may display a sign on his lot to advertise the property during a construction and sales period. Additionally, Declarant may display signs identifying, advertising, and promoting the Subdivision

in such locations and such size as Declarant shall deem appropriate. Homeowners may be display their name and address on a plaque attached to the residence.

2.9 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All facility for the storage or disposal of such material shall be kept in a clean and sanitary condition.

2.10 Permitted Use of Vehicles and Recreational Equipment. A homeowner and his invitees/lessees shall not park any business or commercial vehicle greater in size than three-quarters (3/4) of a ton on a Subdivision street, nor upon his lot, unless the same is fully garaged. A homeowner and his invitees/lessees shall not park a vehicle on any lot or Subdivision street which is not operable or which is non-working or unsightly. A homeowner and his invitees/lessees shall not park a vehicle with a "for sale" sign on any lot or adjacent street. A homeowner may store or park recreational equipment, such as boats, snowmobiles, trailers, motorcycles, and the like, in a rear yard, but if and only if, the rear yard is fenced and the recreational equipment when parked cannot be visually observed above the height of the owner's fence by a person standing at street level.

2.11 Motor Homes/Recreational Vehicles. Except for the purpose of loading or unloading, a homeowner and his lessees shall not park or store motor homes or "RV's" on a Subdivision street, nor on his own lot, unless the same is fully garaged. A visitor of any Owner shall be permitted to park a motor home at the homeowner's lot for a period not to exceed six (6) consecutive days.

2.12 Hazardous Activities. No activity shall be conducted on or in any residence, lot, or within a Common Area which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearm shall be discharged in the Subdivision, and no open fire shall be lighted or permitted on any lot except in a self-contained barbecue unit while attended and in use for cooking purposes, or within a safe and operational interior fireplace.

2.13 Lights, Sounds and Odors, Generally. No residential lot Owner shall install lights which omit an offensive glare; however, a residential lot Owner may install a front yard entry or security light with total light wattage not to exceed 100 watts, which light can be continuously operated by the Owner from one hour after dusk to one hour before dawn. No sound shall be emitted from any lot that is unreasonably loud or annoying, and no odors shall be emitted on any lot which are noxious or offensive to others.

2.14 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and provided that the keeper of such pets complies with all laws, rules, and regulations of the City of Meridian, Ada County and the State of Idaho. All dogs, cats, or household pets shall be properly fed and cared for. Dogs and cats shall not be allowed to run at large, and no dog, cat, or other household pet may be kept which unreasonably bothers or constitutes a nuisance to other Owners of lots. A residential lot Owner may construct a dog run on his lot, provided that the dog run is not more than six feet (6') in width, not more than ten feet (10') in length, and not more than six feet (6') in height and is not placed closer than ten feet (10') from side or rear lot lines of an interior lot and twenty feet (20') from a side lot line or an exterior lot and is no closer to the front of a front lot line than a point where the Owner could construct a fence under paragraph "2.5a" above.

2.15 Reconstruction and other Improvements. In any case where it is necessary to reconstruct a residence or make an improvement on a lot, that reconstruction or improvement shall be prosecuted diligently, continuously, and without delay from time of commencement thereof until such structure is fully completed, unless prevented by a cause beyond control of the lot owner, and diligently thereafter after the delay cause is abated. If there is still an operating ACC, the plans to reconstruct or to make an additional improvement shall be submitted to the ACC for written approval before the reconstruction or improvement is commenced. If there is no operating ACC then in existence, the Owner shall submit all reconstruction/improvement plans to the City of Meridian and obtain a building permit before the reconstruction/improvement is commenced.

ARTICLE THREE Utilities and Utility Easements

3.1 Utility Services. All residential lots shall be served with underground utility lines for power, gas, water, sewer, and telephone services; which utilities shall be installed in the streets or in the platted easement rights-of-way. The costs of bringing these services to the Owner's lot are the sole and separate costs of the Declarant, and Declarant is entitled to recover any and all connection fees or escrowed funds advanced by Declarant to any respective utility provider, if any, to bring these services to the lots of the Subdivision. An Owner, or the Owner's builder constructing an Owner's residence or authorized improvement, shall be liable for all additional costs for final hookups charged by a utility company as a condition precedent to final connection as well as for the cost of any other utility service not supplied by Declarant.

3.2 Platted Easements. Declarant reserves a right-of-way or easements as shown and noted on the Plat of the Subdivision for the purpose of constructing water mains, electric distribution lines, sewer lines, gas pipelines, pressurized irrigation lines, and such other public utilities as may be necessary, convenient, and desirable for the Owners of lots within the Subdivision.

ARTICLE FOUR Owners Association

4.1 Organization of Association. Declarant intends to organize an entity to be known as Bridgetower Owners Association, L.L.C., an Idaho Limited Liability Company, the "Association," and shall file Articles of Organization and adopt an Operating Agreement, which Operating Agreement shall be incorporated into and made a part of this Declaration by reference. The Association's duties and Member's and Owner's rights may be more particularly described or supplemented in the Operating Agreement, but the basic duties and rights of the Declarant, Members, lot Owners and the Manager as set forth in this Declaration shall not be altered by the Operating Agreement.

4.2 Members. Every lot Owner in the Subdivision, including the Declarant and excluding the Association, shall be a Member of the Association, which Membership is compelled as an incident to lot ownership for as long as that lot ownership is maintained. A Member's membership interest in the Association is not assignable, and is appurtenant to the ownership of a lot. A Member's interest shall not be transferred, pledged, or alienated in any manner and shall always be subject to the terms and conditions of this Declaration and the Operating Agreement of the Association.

A Member shall be designated as either a Class A or Class B Member.

a. Class A Members shall be each lot Owner in Bridgetower Subdivision No. 1 and each lot Owner in any future Bridgetower Crossing Subdivision that designates those lot Owners as Members of the Association according to the Supplemental Declaration. Class A Members do not include the Declarant, but do include builder-owners who intend to construct a residence for sale to a future residential lot homeowner. Class A Members shall have the full benefit and use of every Common Area, except those Common Areas that may be use restricted in future Bridgetower Crossing Subdivisions by the terms of their Supplemental Declarations. Class A Members shall be assessed for a lot Owners pro-rata share of all costs and expenses incurred by the Association and its Manager and

the Service Provider performing Association operations/duties according to the terms of Article Five, as well as for a pro-rata share of lot appurtenant irrigation water from an Irrigation District. Whenever an issue is placed for membership voting, each Class A Member shall be entitled to one vote for each lot owned. When more than one person is an Owner of a lot, all such persons shall be Members, but the vote for such lot shall be exercised as they jointly determine, but in no event shall more than one vote be cast with respect to any lot.

b. The sole Class B Member shall be the Declarant. Declarant shall not be assessed Membership assessments unless and until it has become a Class A Member, but Declarant shall pay its per lot pro-rata share of appurtenant irrigation water available to Declarant's lots within the Property. Whenever an issue is placed for membership voting, the Class B Member shall be entitled to five votes for each lot Declarant owns. The Declarant's Class B voting rights shall also extend to the future lots that will be created within the residential Bridgetower Crossing Subdivisions when they are platted, annexed and Declarant is made a Member by a Supplemental Declaration.

Declarant's Class B membership shall cease and Declarant's membership shall be converted automatically to Class A membership (one Class A membership interest for each lot owned) upon the happening of either of the following events, whichever occurs earlier:

- (i) When seventy-five percent (75%) of the lots, including the future lots created by future annexed platted Bridgetower Crossing Subdivisions, have been conveyed by deed to Owners other than Declarant; or
- (ii) On December 31, 2015; or
- (iii) At any time that Declarant elects in writing to accept Class A membership status.

c. Owners of Lots in Primeland Subdivision. The Owners of commercial lots in Primeland Subdivision shall not be Members of the Association, irrespective of a conveyance by the Declarant of common area lots in the Primeland Subdivision to the Association, nor the fact that the Association shall provide for operation and maintenance of those Primeland Subdivision common area lots.

4.3 Overview of Association Management. The Association's Articles of Organization forming the Association shall declare that the Association shall be

"Manager-managed" rather than be Member-managed. The purpose of choosing this style of Association management is to provide for more efficient administration in conducting the business operations of Association's operations and duties, recognizing that the Association's duties and operations will expand and change beyond the immediate needs for operating and maintaining Common Areas in Primeland Subdivision and Bridgetower Subdivision No. 1, to include other future Bridgetower Crossing Subdivisions as they are platted, annexed and included by Supplemental Declaration.

The Manager style of management is also better suited to administer and collect membership assessments, and to co-ordinate the operation of the Pressurized Irrigation Water system with the Service Provider, and to provide maintenance and replacements for the Common Areas, common systems and common fences, to purchase appropriate insurance policies, and in general, to provide for other Association business duties and responsibilities as indicated in this Declaration and in future Supplemental Declarations covering annexed Bridgetower Crossing Subdivisions.

Nevertheless, this Manager-management style will allow the Class A Members, to take care of other homeowner Member responsibilities such as the regulation or enforcement of general homeowner obligations under this Declaration, including by way of example, improper parking, improper use of Recreational Vehicles, the failure of a homeowner Member to provide proper maintenance to a homeowner lot after a residence has been constructed, and the formulation of rules to control personal conduct in a Common Area developed and used for recreational purposes. The Manager may, and most likely will, elect to form a membership committee of Class A Members to deal with those types of matters. Furthermore, Class A Members of the Association will always be free to form Membership committees as provided in the Operating Agreement. Except as otherwise required by this Declaration, Class A Members will not vote upon or participate in the business management affairs of the Association, it being understood that the Manager shall have the full authority to make and implement those business decisions as the Manager sees fit.

The Manager-management style can be changed to a member-management style, but only by a seventy percent (70%) membership (Class A and Class B votes combined) vote in favor of such change, or alternatively if the Declarant voluntarily executes a written waiver of the Manager-management style in favor of a member-management style and if fifty-one percent (51%) of the Class A Members vote in favor of such change. (This alternative procedure being an exception to the general method of amending the Declaration) Furthermore, a Manager can be removed for cause upon thirty (30) days written notice by Declarant, or upon ninety (90) days

written notice after fifty-one percent (51%) of the membership (Class A and Class B combined votes) have voted in favor of removal for cause. In the initial instance, the Declarant shall appoint the Manager for the Association for such term as the Declarant determines reasonable, but not to exceed a term of more than two (2) years under each contract term.

The Operating Agreement shall not be amended or interpreted in a manner that is inconsistent with this overview.

4.4 Powers of the Association. The Association shall have all the powers of a limited liability company organized under the 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 of Organization, the Operating Agreement, and this Declaration. The Association, but not its Manager, is intended to be a non-profit entity. The Association, and its Manager acting on behalf of the Association, shall have the power to do any and all lawful things which may be authorized, required, or permitted to be done by it under this Declaration, the Articles of Organization, and the Operating Agreement, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the proper management and operation of and the performance of the other responsibilities herein assigned, including without limitation:

a. Assessments: The power to levy assessments (monthly, special, and limited) on the Members/Owners of lots 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 or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, including violations of Association Rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise all provisions hereof.

c. Delegation of Powers: The authority to delegate its power and duties to a Manager and/or to committees or to any person, firm, or corporation that a Manager may hire by contract. Neither the Association nor the Members shall be liable for any omission or improper exercise by the Manager of any such duty or power so delegated.

d. Emergency Powers: The Association, through its Manager, may enter upon any lot in the event of any emergency involving illness or potential danger to life or property, or when necessary in connection with any maintenance or

construction for which the Association may be responsible. Such entry shall be made with as little inconvenience to the Owner as is practicable, and any damage caused thereby shall be repaired by the Association and at its sole cost and expense.

e. Association Rules: The Association, directly or through its Manager, may adopt, amend, and repeal, after consultation with Class A Member committees or delegates, such rules and regulations as the Association deems reasonable ("Association Rules") governing the common use of the Common Areas by the Members, families of an Owner, or any invitee, or licensee; provided, however the Association rules may not discriminate among Members within a particular Subdivision and shall not be inconsistent with this Declaration, a subsequent Supplemental Declaration, the Articles of Organization, or the Operating Agreement. 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 Member. Upon such mailing or delivery to all Members, said 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 any Association Rule and any other provision of this Declaration, a Supplemental Declaration, or the Operating Agreement, the provisions of the Association Rules shall be superseded by the provisions of this Declaration, a Supplemental Declaration, the Articles, or the Operating Agreement to the extent of any such inconsistency.

f. Licenses, Easements, and Rights-of-Way: The Association, through its Manager, has the power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Areas as may be necessary or appropriate for the orderly maintenance and preservation of the health, safety, convenience, and welfare of the Owners, or for the purpose of constructing, erecting, operating, or maintaining:

(i) Underground lines, cables, wires, conduits, and other devices for the transmission of electricity for lighting, heating, power, telephone, and other purposes;

(ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating, and gas lines or pipes; and

(iii) Any similar public or quasi-public improvements or facilities. The right to grant such licenses, easements, and rights-of-way are hereby expressly reserved to the Association.

4.5 Duties of the Association: In addition to the powers granted by the Operating Agreement and this Declaration, and without limiting the generality thereof, the Association, by its Manager, shall conduct all general business affairs of common interest to all Owners and Members including the following:

a. Operation and Maintenance of Common Area and Common Property. Operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of all Common Area lots (now existing or created by future platting of annexed Bridgetower Crossing Subdivisions, and conveyed to the Association) including all Common Area equipment and property, common systems, and common fences, including the repair and replacement of any common property damaged or destroyed.

b. Operation and Maintenance of Lots in the Primeland Subdivision. Lots 1 and 3 of Block 2; Lots 1 and 4 of Block 1; and Lot 1 of Block 3 of the Primeland Subdivision, as described by the official plat thereof, are common area lots in the Primeland Subdivision and shall be conveyed by Declarant to the Association, and the Association, through its Manager, shall undertake the duty of operating and maintaining these five Primeland Subdivision Common Area lots. These five common area lots in the Primeland Subdivision shall be developed by the Declarant for the uses more particularly described in Declaration of Covenants, Conditions, and Restrictions for Primeland Subdivision. However, these five Primeland Subdivision common area lots were created primarily for the use and benefit of Bridgetower Subdivision No. 1 and for future use and benefit of other Bridgetower Crossing Subdivisions to be Platted and annexed, as entry way lots for the residential Subdivisions and for a source of backup (to the water delivered by Irrigation Districts) irrigation water for the Pressurized Irrigation Water system for all Subdivisions. An irrigation well and related pumping equipment is located on Lot 3, Block 2 of the Primeland Subdivision. The Association, through its Service Provider or Manager, shall operate that well in the interests of all lot Owners who have the right to the beneficial use of the water according to law. The Members specifically recognize that Association assessments, and not the lot owners in Primeland Subdivision, will be paying for the maintenance of Primeland Subdivision Common area lots conveyed to the Association and for the maintenance and repair of the well and related pumping equipment located thereon.

c. Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area owned by the Association, including the five Primeland Subdivision common area lots referred to in subparagraph "b." above. Such taxes and assessments may be contested or compromised by the Manager of the Association, provided, however, that such taxes

and assessments be paid or a bond insuring payment be posted prior to the sale or disposition of any property to satisfy the payment of such taxes or assessments. In addition, the Association shall pay all other taxes, whether federal, state, or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax-exempt entity.

d. Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas and other necessary services for any Common Area and other property owned or managed by it.

e. The Association may, but shall not be required to, obtain policies of insurance from reputable insurance companies authorized to do business in the State of Idaho, and to maintain in effect the following types of policies of insurance:

(i) Comprehensive public liability insurance insuring the Manager, the Association, the Declarant, the Members, the Owners, and the agents and employees of the Manager, against any liability incident to the ownership and/or use of the Common Area or other common property owned or managed by the Association.

(ii) Such other insurance, including Worker's Compensation Insurance to the extent necessary to comply with all applicable laws, Manager's liability insurance, and such indemnity, faithful performance, fidelity, and other bonds as the Manager shall deem necessary or required to carry out the Association's functions or to insure the Association against any loss from malfeasance or dishonesty or any employee or other person charged with the management or possession of any Association funds or other property.

(iii) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the annual assessments levied by the Association.

f. Pressurized Irrigation Water System. Provide for the use of common use, maintenance, repair, operation, and assessments for this system, whether by a direct contract with an Irrigation District or by contract with an independent Service Provider or by the Manager.

g. Drainage Systems. Operate, maintain, repair, and replace the sprinkler and drainage systems in the Common Area or in any other property conveyed to or owned by the Association.

h. Right-of-Way Maintenance. Maintain, repair, and replace any mechanical systems installed in the rights-of-way in the Common Area as well as the common fences.

4.6 Personal Liability. No Manager of the Association, nor any Member or committee of the Association, nor the Declarant, shall be personally liable to any Member or Owner or to any other third party, including the Association, Member or lot Owner for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, or of the Manager, or of a Member or membership committee, or of the Declarant, provided such person or entity, has, upon the basis of such information as may be possessed by him, and acted in good faith without willful or intentional misconduct.

4.7 Dissolution. In the event the Association is dissolved, the assets of the Association shall be dedicated to a public body or conveyed to another non-profit organization with similar purposes and in a manner to protect the rights of the Members.

ARTICLE FIVE Covenant for Assessments

5.1 Creation of Lien and Personal Obligation for Assessments. The Declarant hereby covenants with each lot Owner within the Property that by acceptance of a deed from or through the Declarant, and whether or not it is expressly stated in said deed, that each Owner shall agree to pay to the Association, through its Manager, the following:

a. All regular periodic assessments for specified services and maintenance as set forth in 5.3; and

b. All special assessments for specified services and maintenance as set forth in 5.4.

Each assessment, together with interest accrued thereon shall be a charge on the Owner's lot and shall create a continuing lien upon the Owner's lot against which each assessment is made from and after the date the assessment is due. Each assessment shall bear interest at the rate of thirteen (13%) per cent annum to accrue after the due date until fully paid. Additionally, each assessment and accrued interest shall be the personal obligation of the Owner of the lot assessed at the date of assessment and may be collected by judicial action in the nature of a delinquent open

account, which action may be in lieu of or in addition to the foreclosure of the lien created against the Owner's lot. The personal obligation for delinquent assessments shall not pass to Owner's successor in title unless expressly assumed by the successor. Any collection action, whether it be by lien foreclosure and/or by action on a delinquent account shall also obligate the Owner of the lot assessed to pay reasonable attorney fees and court costs to be included as a part of the assessment debt to the Association. Prior to bringing an action to foreclose the continuing assessment lien granted by this Article, the Association, through its Manager, shall cause a notice of lien claim to be prepared and filed of record with the Ada County Recorder's office and shall send a copy by certified mail to the delinquent Owner. The cost of preparing, filing and mailing this claim of lien (which cost is understood to be a liquidated cost set at \$200.00 plus the filing fee charge), and plus any reasonable attorney fee incurred by the Association or its Manager, shall also be the separate cost of the delinquent lot Owner and shall be recovered from the lot Owner as a part of the assessments due.

5.2 Initial Assessment. Each lot sold by Declarant shall be subject to a one-time initial assessment of \$250.00 to be paid by the first homeowner. This one-time initial assessment shall be paid to the Declarant, not by an Owner-builder, but shall pass through to the first homeowner at a closing of a residence sale between a builder-Owner and the homeowner. The Declarant, or if applicable, the Owner-builder otherwise, shall instruct the closing agent to make direct payment of this initial assessment to the Declarant in the same manner as other purchaser closing costs are paid.

5.3 Regular Periodic Assessments. Each lot Owner shall also be assessed and pay a regular periodic assessment to the Association, to begin to accrue thirty (30) days after the issuance of a certificate of occupancy, which regular assessments are to be used by the Association for the purpose of paying for the maintenance of the Common Area lots and all other duties and responsibilities of the Association to include a reasonable Manager's fee. The Association, through its Manager, may elect to collect these periodic assessments on a monthly, quarterly, semi-annual, or annual basis, as it deems appropriate. The beginning assessment annualized for the year 2002 for all lots owned by Class A Members, shall be \$500.00, based upon an estimate made by the Declarant for the cost of services anticipated for the year 2002. This periodic assessment can be automatically increased by the Manager by as much as thirty percent (30%) per year beginning with the year commencing January 1, 2003. It may not be increased by more than thirty percent (30%) per year unless such increase is approved by a majority vote of All Class A and Class B Members at a meeting called for that purpose by the Manager.

5.4 Special Assessment for Repairs, Operations, or Maintenance. In addition to the regular periodic assessments, the Association may from time to time, by the majority vote of its Members at a meeting called for that purpose, make any special assessment for a specific one-time cost or expense benefiting common properties, or for some common interest or purpose benefiting all Members.

5.5 Notice of Action under Section 5.3 and 5.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3 and/or 5.4 of this Declaration shall be sent by the Manager to all Members not more than fifty (50) days nor less than ten (10) days in advance of the meeting.

5.6 Miscellaneous Assessment Information. The Manager shall annually re-establish the amount of the regular periodic assessment per lot each November of each year and shall send written notice of that re-assessment to each Owner thirty (30) days before the effective date of the re-established regular periodic assessment. The Association's Manager shall, upon request and for a reasonable charge, furnish a certificate signed by officers of the Association stating whether or not assessments by the requesting Owner are current.

5.7 Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed to be delinquent and shall bear interest from the due date at the rate of thirteen percent (13%) per annum. The Association, by its Manager, may bring an action at law against the Owner personally obligated to pay the delinquent assessment or may record and foreclose a lien against the Owner's property. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area nor by non-use of his lot.

5.8 Subordination of Assessment Liens to Mortgages. The lien of any unpaid assessment shall be subordinate to any first mortgage or deed of trust placed against a lot by its Owner. No mortgagee of a mortgage or beneficiary of a deed of trust shall be required to collect any unpaid assessment. The failure of an Owner to pay assessments shall not constitute a default under a mortgage or deed of trust. Sale or transfer of a lot shall not affect the assessment lien, nor shall the transferee in such sale or transfer be relieved from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE SIX
Pressurized Irrigation System

6.1 Pressurized Irrigation System. The Declarant intends to install a pressurized irrigation system as a common system throughout the Property and up to each lot, to benefit every Subdivision lot including Primeland Subdivision and Common Area lots, and including those Bridgetower Crossing Subdivision lots that will be annexed and Platted after the recordation of this Declaration. This system will deliver irrigation water available from an Irrigation District supply or as supplemented by irrigation wells and pumping equipment located on specific Common Area lots to each lot including certain Common Areas. Declarant shall construct the pressurized irrigation system and shall convey the system to the Association when all of the Subdivisions have been developed, or to an Irrigation District, as Declarant shall decide in its sole discretion. Declarant may enter into appropriate agreements with an Irrigation District if required by law to carry out these intentions.

Each lot Owner (including those in Primeland Subdivision and future Bridgetower Crossing Subdivisions) will receive a direct assessment from the Irrigation District for a prorata share of a District's irrigation water available to a lot, whether or not the water is actually used. Wherever "lot Owner" is used in this Article in the context of irrigation water use, it shall also mean the record Owner of every lot in each the future Bridgetower Crossing Subdivisions when annexed, and the owners of lots in Primeland Subdivision.

The Declarant may also enter into an agreement with an Irrigation District, designating the District as the "Service Provider" of the irrigation water through the Pressurized Irrigation Water system to the end lot Owners/users. Alternatively, Declarant may direct the Association or the Manager to enter into an agreement with a third party other than the Irrigation District (including an entity in which Declarant or principals of the Declarant may own) to act as the Service Provider of irrigation water supplied by an Irrigation District, and that backup irrigation water available from Common Area wells, to distribute the pressurized irrigation water to each lot Owner. In this latter scenario, the Service Provider would then charge each lot Owner with a prorata lot charge assessment, which shall be a lawful obligation of the lot Owner, whether or not water is actually used by a lot Owner. Once the Declarant has completed the full construction of the pressurized irrigation system throughout all of the Subdivisions, and turned the ownership over to the Association, or alternatively to an Irrigation District, the Declarant shall have no further liability or responsibility for the system and shall not be required to repair, improve, or replace any parts of the system. Furthermore, Declarant shall never be liable to any lot Owner for a lack of irrigation water.

6.2 Assessments. Whether the Assessment for a lot Owner's prorata share comes directly from an Irrigation District or whether it is made by an independent Service Provider, the Assessment shall be an obligation of the lot Owner and shall become a lien upon the lot Owner's property if not duly paid, irrespective of whether the Owner uses the irrigation water, or uses other available water sources for irrigation purposes.

6.3 Maintenance. Irrespective of whether the pressurized irrigation water is provided by the Irrigation District as the Service Provider or by an another Service Provider, the Service Provider shall also operate, maintain and repair the pressurized irrigation system, and shall also levy and collect annual assessments against each lot served by the system to defray the cost and expense of such operation, maintenance, repair, or replacement, which may include a reasonable profit margin for acting as the Service Provider; and may lien an Owner's lot for nonpayment of an Assessment for repair or maintenance.

6.4 Prohibitions. Lot Owners are prohibited from making any cross connection or tie in between the irrigation water system and their domestic water system. **WATER FROM THE IRRIGATION WATER SYSTEM IS NOT DRINKABLE; EACH LOT OWNER SHALL BE RESPONSIBLE TO ENSURE THAT IRRIGATION WATER WITHIN THE BOUNDARIES OF HIS/HER/THEIR LOT IS NOT CONSUMED BY ANY PERSON OR USED FOR CULINARY PURPOSES.**

Lot Owners shall not construct any ditch, drain, well or water system upon any lot or Common Area.

6.5 Use and Rules. The Association, through its Manager , unless otherwise established by Irrigation District, or by a Service Provider, may establish and serve on each lot Owner a set of rules establishing the use of this irrigation water including time of use and duration, recognizing that the system will not permit all lots to use the irrigation water simultaneously. The Association through its Manager or through the Service Provider may also contract for hire a water master to designate a rotation schedule. The Owner agrees to follow these rules and the schedules set by a water master or by the Service Provider.

ARTICLE SEVEN Architectural Control

In order to protect the quality and value of all improvements constructed on every lot in a Subdivision, and for the continued protection of all Owners, an

Architectural Control Committee (ACC) shall be established by Declarant. The ACC shall be subject to the control of the Declarant as long as the Declarant owns any lot within the Property including future lots from annexed Bridgetower Crossing Subdivisions.

7.1. Approvals Required. No building, residence, or residential outbuilding of any type shall be commenced, erected, or installed upon any lot until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location of the same and such other detail as the ACC may require (including but not limited to any electrical, heating, or cooling systems), shall have been submitted to and approved in writing by the ACC. The ACC may consider such subjective criteria as compatibility with surrounding structures and overall design, as well as objective criteria as to the quality of materials, exterior building and trim paint color, roof material and color, and engineering in making an approval or disapproval. The following specific criteria must also be met for the construction of any residence in a Subdivision:

a. The Owner's exterior paint and trim colors must be selected from the ACC's pre-approved color combination book; and

b. The Owner's roofing material must be a 25-year architectural grade composition with a color selected from the ACC's pre-approved color book; and

c. Any storage shed must not be greater than ten feet (10') by twenty feet (20') by ten feet (10') in height from the ground to the top of the roof ridge, and the surface materials, the roofing, and the color scheme, if it is a storage shed to be constructed on site, shall follow the materials and the color scheme used on the Owner's residence building. Alternatively, an Owner can select a pre-fabricated storage shed, provided that such a shed has been pre-approved by the ACC, and the ACC shall publish from time to time a list of pre-approved pre-fabricated storage sheds. In all other cases, the Owner shall submit storage shed plans to ACC for pre-approval. In the event the ACC fails to approve, disapprove, or specify the deficiency in such plans, specification and location within thirty (30) days after submission to the ACC in such form as they may require, approval will not be required and this Article will be deemed to have been fully complied with.

7.2 Enforcement. The ACC may, in its own name or by direction to the Manager of the Association, exercise all available legal and equitable remedies available to prevent or remove any unauthorized or unapproved construction or improvements on any lot or any portion thereof. In the event the ACC exercises its right to remove or restrain the violation of any rule, the ACC shall recover liquidated damages in the

amount of \$5000.00, in addition to its reasonable attorney fees and court costs, as a means to reimburse the ACC and/or the Association Manager for the time and effort in enforcement.

7.3 Waivers. The approval of any plans, drawings, or specifications for any plans, improvements, or construction, or for any matter requiring the approval of the ACC shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matter subsequently for approval.

7.4 Liability. Neither the ACC nor any member thereof shall be liable to the Association, to any Owner, or to any other party for any damage suffered or claimed on account of any act, action, or lack thereof, or conduct of the ACC or the respective members thereof, as long as they have acted in good faith on the basis of information they then possessed.

ARTICLE EIGHT Common Areas

Declarant intends to establish several Common Area lots for the mutual benefit of all Owners in Bridgetower Subdivision No. 1. These Common Area lots shall be designated on the final Plat of the Subdivision. The Common Area lots in Bridgetower Subdivision No. 1, and their respective purposes are as follows:

8.1 Drainage/Landscape Lots. Lot 1, Block 1; Lot 1, Block 4; Lot 14, Block 4; Lot 1, Block 2; Lot 1, Block 3; shall be used primarily for drainage and/or landscape purposes.

8.2 Pedestrian Access Lots. Lot 35, Block 4; and Lot 11, Block 5; shall be used primarily for pedestrian access.

8.3 Pool and Clubhouse lot. Lot 2, Block 1, shall be used for purpose of a swimming pool and clubhouse for use by the Members of the Association. Declarant shall be entitled to use the clubhouse as a sales and development office until it no longer holds Class B membership.

8.4 Common Rights. Each lot Owner in Bridgetower Subdivision No. 1 shall have an in common and perpetual access easement with all other lot Owners, including certain lot owners in other Subdivisions to be annexed and to the extent of the Declarant's grant in Supplemental Declarations for use within the purposes set forth above, which use and easement shall run with the Owner's lot.

8.5 Declarant's Conveyance. Declarant shall convey title to these Common Area lots to the Association before FHA/HUD insures any mortgage on any other lot, which title shall be free and clear of any liens or encumbrances other than those indicated on the Plat and/or as set forth herein.

8.6 Association's Duty to Maintain. In addition to other duties required of the Association, the Association shall maintain all Common Area lots and common area lots of Primeland Subdivision as are conveyed to the Association as well as other common area lots in future Bridgetower Crossing Subdivisions duly annexed. In carrying out the maintenance duties regarding drainage facilities located on any Common Area lot, the Association shall follow each of the following obligations:

a. The Association shall maintain all drainage facilities located on any Common Area lot, other than those located within a public right of way, according to the terms and requirements of a maintenance manual specifically provided for the Subdivision by Declarant as approved by the Ada County Highway District (ACHD). Any changes to this maintenance manual after ACHD's initial approval shall also require ACHD approval.

b. ACHD shall also be entitled to inspect each of the drainage facilities on each of the Common Area lots to assure that proper maintenance is being performed by the Association. After such an inspection, ACHD may provide the Association with written notice of those maintenance actions that ACHD claims should be taken, giving the Association a reasonable time to take to complete them after receipt of such notice. In the event that the Association fails to take proper maintenance action after notice from ACHD, thereafter, ACHD may perform the required maintenance and charge the reasonable cost of such maintenance to the Association, and take those lawful actions to obtain payment from the Association. Lot Owners specifically recognize this obligation of the Association.

8.7 No individual liability. No individual liability shall be imposed on any Manager, the Declarant, or any Owner for damages to a Common Area, except to the extent that his direct negligence is the cause of that damage.

8.8 Mortgage on Common Area. No mortgage shall be placed on a Common Area lot without the written consent of two-thirds (2/3) of all lot Owners, excluding the consent of the Class B Member. If a mortgage is placed on a Common Area lot, it shall be subject to and inferior to the use and easement rights granted to all Owners.

8.9 Easements for Improvements in a Common Area. Declarant reserves access to the Common Area to construct and establish improvements and landscaping as Declarant deems appropriate. Irrespective of this reservation. Declarant shall not be the Owner of these improvements nor shall Declarant be required to maintain a Common Area. That responsibility shall be the responsibility of the Owners Association. The Association however shall have the sole and exclusive right to determine the nature of all improvements that Declarant may choose to construct unless there is a special reservation in this Declaration.

ARTICLE NINE Future Development and Annexation

9.1 Future Development of Bridgetower Crossing Subdivisions. Declarant presently intends to develop other land that is commonly known as Bridgetower Crossing, into a combination of residential and commercial Subdivisions. All Owners and Members of the Association covenant and agree that future residential Subdivision lot owners may become Members of the Association if they are so designated by the Declarant in Supplemental Declarations. The future Bridgetower Crossing Subdivisions may at Declarant's sole discretion, be used and developed for any purpose allowed under appropriate zoning regulations, and may be brought within the provisions of this Declaration by Declarant, its successors or assigns at any time and from time to time, without the approval of any Owner, Member, or the Association.

9.2 Changes for future Bridgetower Crossing Subdivisions. Subject to the provisions of Section 9.1 above, all provisions contained in this Declaration shall apply to future residential Bridgetower Crossing Subdivisions if annexed, in the same manner as if it were originally covered by this Declaration, except for and subject to such modifications, changes, and deletions as may be specifically provided in any Supplemental Declaration for each future residential Bridgetower Crossing Subdivision in the manner described in Section 9.3 below. All Owners of lots located in a residential Subdivision shall become Members of the Association, and shall have all rights and duties of an Association Member, from and after the recordation of the first deed conveying a lot within the future Bridgetower Crossing Subdivision from Declarant.

9.3 Procedure for Annexation. The annexation of additional property authorized under Section 9.1 above shall be made by filing of record a Supplemental Declaration, or other similar instrument, particularly describing the property being annexed, which instrument shall be executed by Declarant or the Owner of the annexed property, and state the intent that the general plan and scheme of this

Declaration shall be extended to the additional property described subject to such changes, modifications, deletions, and additions as are applicable to such additional property set forth in the Supplemental Declaration. Such Supplemental Declaration may contain such additions, modifications, or declarations of the covenants, conditions, restrictions, reservations of easements, and equitable servitude contained in this Declaration as may be deemed by the Declarant to be desirable to reflect the different character, if any, of the annexed property or as Declarant may deem appropriate in the development of the annexed property. The filing of record of said Supplemental Declaration shall constitute and effectuate the annexation of the property described in the Supplemental Declaration, and thereupon such annexed property shall become and constitute a part of the property as described herein above and shall become subject to this Declaration and encompassed within the general plans and scheme of covenants, conditions, restrictions, reservation of easements, and equitable servitude contained herein and as modified by such Supplemental Declaration for the annexed property, and further shall become subject to the functions, powers, and jurisdiction of the Association, and the Owners of lots in the annexed property shall immediately become Members of the Association.

9.4 Designation of Common Area. Any Common Area and common facilities designated by Declarant as such on the plat of the newly annexed additional Subdivision or in the Supplemental Declaration applicable thereto, or which may be acquired by or conveyed to the Association by Declarant, shall be subject to the same easements or other rights for the use and enjoyment of the Owners as for the other Owners of lots subject to this Declaration.

ARTICLE TEN General Provisions

10.1 Enforcement. The Association, as well as any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision hereof, and all other provisions of this Declaration shall remain in full force and effect.

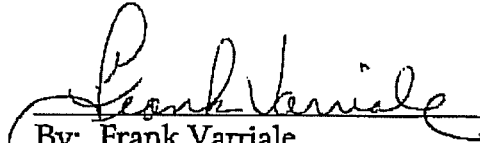
10.3 Term. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is filed of

record. After completion of the initial term of twenty (20) years, this Declaration shall be automatically extended for successive periods of ten (10) years unless appropriate action is taken to rescind or amend the Declaration.

10.4 Amendment. This Declaration may be amended only by the approving vote of seventy percent (70%) of all Members, or by Declarant alone, provided that Declarant still owns fifty-one percent (51%) of all lots.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration of Covenants, Conditions, and Restrictions this 27th day of November, 2001.

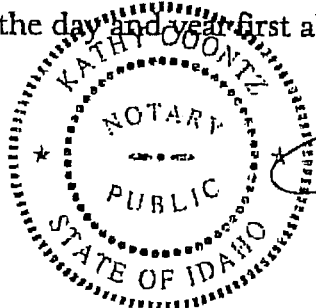
PRIMELAND DEVELOPMENT COMPANY, L.L.P.

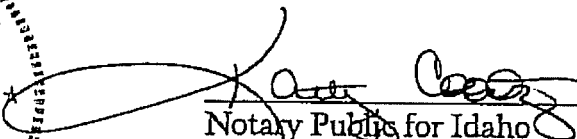

By: Frank Varriale
Its: Managing Partner

STATE OF IDAHO)
 : ss.
County of Ada)

On this 27th day of November, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared FRANK VARRIALE, the Managing Partner of Primeland Development Company, L.L.P., an Idaho Limited Liability Partnership, known to me to be the person who executed the within and foregoing instrument for and on behalf of said limited liability partnership, and acknowledged to me that said limited liability partnership executed the same.

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




Notary Public for Idaho
Residing at Bona
Commission expires 8-15-2002

ADA COUNTY RECORDER
J. DAVID NAVARRO
SENSE, IDAHO

2002 OC -3 PM 4:25

RECORDED - REQUEST OF

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PIONEER

**This sheet has been added to document
to accommodate recording information.**

Simonds et al v. Bridgetower LLC:
Complaint for Declaratory Judgement

EXHIBIT E

12 pages following:

Bridgetower LLC Operating Agreement

OPERATING AGREEMENT

OF

**BRIDGETOWER OWNERS ASSOCIATION, LLC,
AN IDAHO LIMITED LIABILITY COMPANY**

2001

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**OPERATING AGREEMENT
OF
BRIDGETOWER OWNERS ASSOCIATION, LLC**

This is the Operating Agreement for Bridgetower Owners Association, LLC, an Idaho Limited Liability Company (hereinafter, the "Association"). The Operating Agreement has been adopted by Primeland Development Company, L.L.P., an Idaho limited liability partnership, hereinafter "Primeland," as the sole organizing Member of the Association. The Agreement shall be effective as of November 27, 2001, and shall establish rights and obligations of all Members of the Association, irrespective of when Membership was acquired.

**ARTICLE 1
DEFINITIONS**

For purposes of this Operating Agreement, unless the context clearly indicates otherwise, the following terms shall have these meanings:

1.1 ARTICLES. Shall mean and refer to the Articles of Organization of the Association as filed with the Secretary of State of Idaho, as may be amended from time to time.

1.2 DECLARATION. Shall mean and refer to the initial Declaration of Covenants, Conditions and Restrictions for Bridgetower Subdivision No. 1, filed of record on November 27, 2001, as Instrument No. 101124464, official records of Ada County, Idaho, as the same may be amended from time to time. In the broader sense, it shall also include all Supplemental Declarations, as further defined below, as made and adopted from time to time by Declarant.

1.3 SUPPLEMENTAL DECLARATION. Shall mean and refer to a separate declaration promulgated for any other "Bridgetower" subdivision (regardless of the actual name given to that subdivision) provided that the subdivision was annexed to the Bridgetower Subdivision No. 1 by Declarant, and declaring that the initial Declaration shall apply to that annexed subdivision except as to any changes or additions that are noted in the Supplemental Declaration. The property referenced in each Supplemental Declaration as annexed shall also be subject to the rights and duties of this Operating Agreement, and all lot owners in each annexed Supplemental Declaration shall be Members of the Association, unless specific lot owners are specifically excluded as Members.

1.4 DECLARANT. Shall be and refer to Primeland Development Company, L.L.P., an Idaho limited liability partnership; and may include any other entity who has been assigned Primeland's rights as the Declarant under this Agreement. Declarant may sometimes be referred to in this Operating Agreement simply as "Primeland."

1.5 BRIDGETOWER SUBDIVISIONS. Shall mean and refer to the Bridgetower Subdivision No. 1 (as legally described above) and any and all future "Bridgetower" Subdivisions, regardless of their name or exact proximity to Bridgetower Subdivision No. 1, and further provided that such future subdivisions have been platted by Declarant, and have been annexed to Bridgetower Subdivision No. 1 by Declarant's declaration as evidenced in the adoption of a Supplemental Declaration.

1.6 MEMBER(S). A Member of the Association shall mean and refer to any person or entity who has an ownership interest in any lot in any of the Bridgetower Subdivisions, but does not include the Association itself (which owns Common Area lots), nor does it include certain owners of certain lots within Bridgetower Subdivisions, where those lot owners have been expressly denied the right to be Members, under the terms and conditions of the Declaration or a Supplemental Declaration. The legal interest a Member holds in the Association is referred to as a Membership Interest. A Membership Interest has no monetary or equity value, and cannot be separated from the ownership of a respective lot. At the effective date of this Operating Agreement, Primeland was the only Member. Members shall hold either a Class A Membership Interest or a Class B Membership Interest, and the rights and duties of each Class of Membership are described in this Agreement. Every Member shall be bound by the terms and provisions of this Operating Agreement in addition to those rights and obligations that attach to each lot in each of the Bridgetower Subdivisions as more fully stated in the Declaration and Supplemental Declarations. A Member shall have no power to withdraw from Membership by his or its voluntary act. A Membership Interest runs with the ownership of a lot, and membership rights are automatically assigned to the purchaser as a part of a sale or conveyance of a lot. A purchaser of a lot shall become a Member as of the date of conveyance.

1.7 CLASS B MEMBERSHIP INTERESTS AND VOTING RIGHTS. Declarant shall be the only Member with Class B Membership Interests, and shall receive one (1) Class B Membership Interest for each lot Declarant owns in all Bridgetower Subdivisions. Declarant shall hold its Class B Membership Interests until Class B Membership Interests cease to exist. At that point, all remaining lots owned by Declarant as Class B Membership Interests shall be converted automatically to Class A Membership Interests. Class B Membership Interests shall cease to exist at the first time that either of the following events occurs:

(a) When seventy-five percent (75%) of all lots in all Bridgetower Subdivisions (combined total, including future Bridgetower Subdivisions when duly platted and annexed by Declarant) have been conveyed by deed to owners other than Primeland, or

(b) Automatically on December 31, 2015.

On all matters that Members are entitled to vote upon, each Class B Membership Interest shall be entitled to cast five (5) votes per Membership Interest (i.e. five (5) votes per lot owned by Declarant).

1.8 CLASS A MEMBERSHIP INTERESTS AND VOTING RIGHTS. A Class A Membership Interest refers to a Member's Interest other than Primeland (until Class B Membership Interests cease to exist) which Membership Interest is associated with the ownership of a lot in any of the Bridgetower Subdivisions, unless that lot has been specifically excluded from Membership by

the Declaration or a Supplemental Declaration or by the process provided for by this Operating Agreement.

On all matters that Members are entitled to vote upon, each Class A Membership Interest shall be entitled to cast one (1) vote per Membership Interest (i.e. one (1) vote per lot). When more than one person, e.g. such as a husband and wife, owns a lot, all such persons are considered Members, but they jointly hold only one collective Class A Membership Interest vote, and must decide between or among themselves how they intend to exercise their collective vote, and cast only one vote for the Class A Membership Interest associated with that lot.

1.9 MEMBERSHIP ASSESSMENTS. Shall mean and refer to those amounts that each Class A Membership Interest (by lot) must pay to the Association (to and through the designated Manager) to provide the Association with sufficient operating money to pay for all the Association's operating costs, obligations, and expenses, including reasonable contingency or sinking funds and the reasonable fees, costs and expenses of the Association, including its Manager, its agents, the Homeowners Representative, its attorneys and accountants, and other professionals as needed to carry out the Association's duties and obligations and to provide for the care and maintenance of all Common Areas, and to undertake all obligations set forth in the initial Declaration and in each Supplemental Declaration, and as otherwise provided for by this Operating Agreement. Membership Assessments (made on a per lot basis) shall apply equally to all Class A Membership Interests except to the extent that this Operating Agreement or the Declaration or Supplemental Declarations provide otherwise. The Association's Manager shall have the sole discretion and authority to direct whether the assessments due by each Class A Member shall be paid monthly or at less frequent intervals to be implemented in accordance with the Declaration and the specific terms of Article 5 of this Operating Agreement.

1.10 MANAGER. Shall mean and refer to that certain person or entity that shall be charged with the duties of managing the Association in the manner indicated by this Agreement, as more particularly described in the Declaration and in Article 5 of this Agreement. This Association shall be Manager-managed rather than Member-managed, and the Manager shall have the exclusive power to manage the business and the affairs of the Association under Idaho Code §53-621(2), except to the extent otherwise provided for in this Agreement. Declarant shall have the sole discretion and authority to select and contract with the Association's initial Manager, and to select and contract with any Successor Manager without the vote or approval of the Members, until December 31, 2015, or that point when Declarant no longer holds any Class B Membership Interest, whichever date first occurs. Thereafter, every successor Manager shall be approved by the majority vote of the Members at a meeting called for that purpose. Declarant may hold an ownership interest in any Manager selected by Declarant.

1.11 HOMEOWNERS REPRESENTATIVE. Shall refer to that person (or a group of not more than three persons) who shall be duly elected by a majority vote of the Class A Members of the Association. The Homeowners Representative shall act as a liaison to the Manager to express concerns of Class Members regarding typical homeowner matters such as a Class A Member's use, care or maintenance of his residence, disputes among neighbors, requests for clarifications as to the required authority to make lot improvements after the initial construction of a residence, and requests for variances or waivers to resolve a dispute or claim by or against a Class A Member. The Manager may elect to make decisions on matters brought to its attention by the

Homeowner's Representative, or may direct the Homeowners Representative to resolve such matters as the Manager believes to be the best way to resolve such matters.

1.12 THE ACT. Shall mean the Idaho Limited Liability Company Act as set forth in Idaho Code Sections 53-601 et. seq., in effect at the effective date of this Operating Agreement, and succeeding sections that do not conflict with the terms and purpose of this Operating Agreement.

ARTICLE 2 FORMATION

2.1 ORGANIZATION. Primeland has organized the Association as an Idaho Limited Liability Company pursuant to the provisions of the Act, as a Manager operated company. The Association is not intended to operate at a profit, but its Manager may conduct the affairs and business of the Association with the intent to earn a reasonable profit. There shall be no stated value or equity to be earned by a Member holding a Membership Interest, other than the rights and privileges granted to a Member under the Declaration or a Supplemental Declaration; and a Membership Interest cannot be sold, traded or hypothecated as security for an obligation to any third party, except as a part of the conveyance of a Bridgetower Subdivision lot.

2.2 AGREEMENT. For and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, all Members agree to be bound by all of the terms and conditions of this Operating Agreement, as it may from time to time be amended according to its terms. It is the express intention of the Declarant and all Association Members that this Operating Agreement shall also be subject to the Declaration and to each Supplemental Declaration. Whenever there are provisions in this Operating Agreement that are inconsistent with rights that are set forth in the Act, then this Operating Agreement shall govern. Whenever there are provisions in the Declaration or a Supplemental Declaration that are inconsistent with this Operating Agreement, then the Declaration or Supplemental Declaration shall govern. However, nothing contained in the Declaration should be construed to impose conditions on a Manager or to limit the Manager from exercising authority to follow reasonable independent practices and procedures to govern daily operational issues which may arise with respect to the business of the Association as set forth in this Operating Agreement.

2.3 TERM. The Association shall be dissolved, and its affairs wound up in accordance with the Act and this Operating Agreement, on December 31, 2020, unless the term shall be extended by a duly adopted amendment to this Operating Agreement, or unless the Association shall be sooner dissolved and its affairs wound up in accordance with the Act or this Operating Agreement.

2.4 REGISTERED AGENT AND OFFICE. The registered agent for the service of process and the registered office shall be that person and location reflected in the Articles as filed in the office of the Secretary of State, as the same may be changed from time to time.

2.5 PRINCIPAL OFFICE. The principal office of the Association shall be located at 3120 W. Belltower, Suite 100, Meridian, Idaho, 83642, or at such other office as the Association may from time to time declare.

ARTICLE 3
NATURE OF THE ASSOCIATION'S BUSINESS

3.1 GENERALLY. The Association may engage in any lawful business permitted by the Act and the laws of the State of Idaho, unless otherwise limited by this Agreement. The Association shall have and exercise all powers necessary or convenient to accomplish its purposes and conduct its business affairs.

3.2 ASSESSMENT MATTERS. The Association must provide for the operations of the Association, and for the operations, repairs, and maintenance of all Common Areas and common systems that are owned and/or operated by the Association. Generally, these are business affairs that involve contracting with entities engaged in landscape maintenance, pool maintenance, irrigation-sprinkling maintenance and the like, on an on-going basis. From time to time, there will be a need to make substantial repairs or replace such items as water pumps and motors, or to resurface roads or replace common systems, or to make substantial common area improvements. There will be decisions regarding insurance needs and coverage amounts for the Association, its properties, its Manager, and its agents or representatives. Declarant has determined that these business decisions are best handled by a Manager who has that business experience, and Declarant is familiar with these needs and comparable costs for subdivision association management, and has selected this style of Manager-managed rather than a Member-managed Association to make better business decisions for the Association. The Association's Manager shall also work with Declarant as to matters related to the Declarant's intent to plat, develop and annex future Bridgetower Subdivisions. The Association's Manager shall forecast and budget for the Association's costs, both before and after lots have been sold to Class A Members, and shall work closely with the Declarant to provide a shared method (between Class A Members and the Declarant) for budgeting and paying these necessary costs during the development stages of all Bridgetower Subdivisions. The Association's Manager may be mindful of and shall receive input from Members holding Class A Membership Interests, through the Homeowners Representative, but shall nevertheless carry out the business functions of the Association in a business like manner, and shall defer non-business matters to the Homeowners Representative when those matters are best handled by the Homeowners Representative. The Association's Manager shall, when reasonably necessary, meet with the Homeowners Representative with regard to the business matters that affect assessments, but the Manager is not bound to follow the requests or suggestions of the Homeowners Representative except to the extent set out in this Operating Agreement.

3.3 ENFORCEMENT MATTERS. The Association is authorized to enforce violations of the Declaration against offending Members, including the right to bring an enforcement suit in an appropriate court. However, there shall be no mandatory duty imposed upon the Declarant or a Manager to take any particular enforcement action, and the Association, through its Manager, may exercise enforcement discretion as it sees fit; and may under proper circumstances defer to or assign an enforcement remedy to the Homeowners Representative. On matters other than collecting assessments and providing for the business activities of the Association as given to the Manager, a Member of the Association, individually, shall have the right, independent of the right of the Association, to bring an enforcement action against a Class A Member, for a breach

of the covenants as provided for by the Declaration and any Supplemental Declaration. Generally, if the Homeowners Representative, or a Class A Member individually, brings a request to the Association or its Manager for the enforcement of an alleged violation of a "use" covenant in the Declaration, or in a Supplemental Declaration, e.g. a pet control violation, noise violation, outside storage violation, or fencing violation, the Manager may elect not to seek enforcement. With regard to "use" type violations, the Association's Manager shall work with the Homeowners Representative to discuss and chart a course of enforcement, but shall not be required to bring an enforcement action. Nevertheless, the decision of the Manager to not bring an enforcement action at one time, or under a similar set of circumstances, shall not be deemed a waiver to the decision of the Association or its Manager to bring an enforcement action at a later time or when similar circumstances of violation exist.

3.4 ARCHITECTURAL CONTROL. The Declaration and Supplemental Declarations require that all residences, buildings, and landscaping shall be constructed on a lot only after the approval of an Architectural Control Committee(s). The appointment of that Committee(s), including the process by which it grants approval or disapproval, and fees charged by the Committee(s) for its review and process, shall be controlled exclusively by Declarant unless and until Primeland has lost its Class B Membership Interests (subject to the criteria or requirements set out in the Declaration or any Supplemental Declaration), and shall not be subject to approval or disapproval or contest by the Members holding Class A Membership Interests.

ARTICLE 4 RIGHTS AND DUTIES OF MEMBERS

4.1 MANAGEMENT RIGHTS. Members holding Class A Membership Interests specifically understand and accept that the general management of this Association shall be provided by a Manager. The initial Manager and each replacement Manager shall be selected by Primeland unless and until Primeland has lost its Class B Membership Interests. In the management of the affairs of the Association, Members holding Class A Membership Interests shall not have the right to vote on specific business matters that are a part of the Manager's duties, nor otherwise direct the Manager of the Association in any business respect. Notwithstanding the foregoing, all Members shall have the right to vote on any of the following matters, and when a right to vote is applicable, then a majority of votes cast by all Members shall control as to:

- (a) The sale, exchange or disposition of all, or substantially all, of the assets of the Association;
- (b) The making of any capital expenditure of more than \$10,000.00;
- (c) The selection of a replacement Manager and the compensation of that replacement Manager for the Association, after such time as Primeland's Class B Membership Interests have been terminated under this Operating Agreement, or at such other time as Primeland has in writing agreed to submit the decision as to a replacement Manager to a Membership vote, whichever event shall first occur;
- (d) Any Amendment to this Operating Agreement;

- (e) The continuation of the Association after the date set for termination;

4.2 LIABILITY OF MEMBERS TO THIRD PARTIES. A person who is a Member of the Association shall not be liable, solely by reason of being a Member, for a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Association, whether arising in contract, tort or otherwise, or for the acts or omissions of any other Member, the Manager or its agents. In addition, a Member is not a necessary or proper party to a proceeding by or against the Association solely by reason of being a Member.

4.3 CONFLICTS OF INTEREST. Declarant shall be entitled to enter into any lawful business transactions, including lending transactions, with the Association or with its Manager, irrespective of whether such a transaction may be considered to be in conflict with the individual rights of any other Member, and shall have no duty to disclose its transactions or to account to the Association or its Members or to avoid what might be a conflict of interests between the Declarant and the Class A Members. Furthermore, Declarant does not owe any fiduciary duty to the Association or to its Manager or to any Member arising from its role as Declarant or developer of any of the Bridgetower Subdivisions, or as a holder of Class B Membership Interests.

ARTICLE 5 MANAGEMENT

5.1 MANAGEMENT RIGHTS. Subject to subsection 4.1 of Article 4, and in concert with subsection 1.10 of Article 1, the business of the Association shall be conducted by the Manager, and all general management of the Association shall be vested in the Manager. The Manager shall have power and authority to take the following actions on behalf of the Association:

- (a) To budget for (at least annually) the generally anticipated operational expenses of the Association; to determine reasonable assessments and assess all Members according to the terms and conditions of the Declaration and Supplemental Declarations; to collect and account for assessments from Members according to the terms and conditions of the Declaration and Supplemental Declarations, and to pay all lawful expenses incurred by the Association.

- (b) The institution, prosecution or defense of any proceeding in the Association's name.

- (c) The acquisition of personal property necessary for the operations of the Association. The fact that the Manager is directly or indirectly affiliated or connected with the vendor shall not prohibit the Manager from dealing with that vendor.

- (d) Enter into contracts and guaranties; incur liabilities on behalf of the Association.

- (e) Procure policies of liability and other insurance to protect the Association's property, the Manager, its agents and the business of the Association.

(f) Establish, on behalf of the Association, bank accounts to deposit Member assessments and from which to make Association expense disbursements, including the right to earn interest on those accounts to defray Association expenses.

(g) Make necessary or desirable capital expenditure(s) not in excess of \$10,000.00.

(h) Employ accountants, legal counsel, or other experts to perform services for the Association, and to compensate them from Association funds.

(i) Undertake all other acts as may be necessary or appropriate to carry out the Association's business purpose.

5.2 CERTAIN POWERS OF MANAGER AND RESTRICTIONS ON AUTHORITY OF THE MANAGER. Notwithstanding subsection 5.1 of this Article, the Manager shall not have the right to, and shall not pursue action on any of the following:

(a) Cause the Association to voluntarily initiate a proceeding under which the Association would become a Debtor under the United States Bankruptcy Code.

(b) Change the purpose of the Association's existence.

(c) Take any action which would make it impossible to fulfill the purpose of the Association.

(d) Take any action in subsection 4.1 without the majority vote approval of the Members, or any action in violation of this Agreement.

5.3 LIABILITY OF MANAGER. Manager shall not be personally liable for the liabilities of the Association created for the benefit of the Association, nor for any ordinary act of malfeasance or negligence; but shall be personally liable to the Association for any act of gross negligence, recklessness, intentional misconduct or knowingly violating the law. The failure of the Association to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Operating Agreement or the Act, shall not be grounds for imposing personal liability on the Manager for liabilities of the Association.

5.4 AUTHORITY OF MANAGER TO BIND THE ASSOCIATION. The Manager shall have the authority to bind the Association.

5.5 COMPENSATION OF MANAGER. The Manager shall be reimbursed for all reasonable expenses incurred on behalf of the Association and shall be entitled to reasonable compensation in an amount to be determined from time to time by Declarant or as otherwise indicated by subsection 4.1(c).

5.6 STANDARD OF CARE OF MANAGER. The Manager shall generally perform its duties in a business like manner and shall discharge its duties to the Association, refraining from conduct which is grossly negligent, reckless, or intentionally in violation of the law. In discharging its duties, the Manager shall be fully protected in relying in good faith upon the records of the

Association, and upon such information, opinions, reports, or statements by any of its agents and advisors as to matters the Manager reasonably believes are within such other person's professional or expert competence, and who has been selected with reasonable care by or on behalf of the Association, or by its Manager, including information, opinions, reports or statements of the Association.

ARTICLE 6 MEMBERSHIP INTERESTS AND TRANSFER

6.1 MEMBERSHIP INTERESTS. There will be no certificates or documentary evidence of a membership interest. Rather, the Manager shall keep a record of members by lot ownership and street address, which shall be the address for all notices to Class A Members.

6.2 NO TRANSFER. No Member may transfer his membership interest by any voluntary or involuntary means. Upon the sale or transfer of title, the purchaser/transferee shall automatically become a new Member, and the seller/transferor's Membership Interest shall automatically cease.

ARTICLE 7 AMENDMENT

This Operating Agreement may be amended or modified from time to time only by a written instrument adopted and executed after a favorable majority vote of the Members.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 ENTIRE AGREEMENT. This Operating Agreement represents the entire agreement between and among the Declarant and all Members of the Association, and between the Members and the Association.

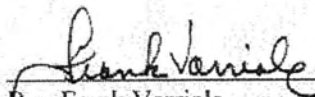
8.2 NO PARTNERSHIP INTENDED. The Declarant has formed the Association under the Act. The Members shall not be deemed to be partners in the Association, nor claim to any other interest other than members of a limited liability company.

8.3 RIGHTS OF CREDITORS AND THIRD PARTIES UNDER OPERATING AGREEMENT. This Operating Agreement is entered into between and among the Declarant on behalf of the Association and the Members for the exclusive benefit of the Association and its Members, and their respective successors and assigns. This Operating Agreement is expressly not intended for the benefit of any creditor of the Association, nor any other person. No creditor of the Association, may claim to be a third party beneficiary of any rights under this Operating Agreement.

8.4 **ATTORNEY FEES.** Should any litigation be commenced against the Declarant or a Manager for a breach of this Agreement or of a duty set out in this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney fees in such litigation, which shall be determined by the court in such litigation or in a separate action brought for that purpose.

DATED as of the date first written above.

PRIMELAND DEVELOPMENT COMPANY, L.L.P.

A handwritten signature in cursive script, appearing to read "Frank Varriale", is written over a solid horizontal line.

By: Frank Varriale
Its: Managing Partner

Simonds et al v. Bridgetower LLC:
Complaint for Declaratory Judgement

EXHIBIT F

1 page following:

Bridgetower LLC Articles of Organization



ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

Jan 9 2 32 PM '02

SECRET STATE

1. The name of the limited liability company is: Bridgetower Owners Association, LLC

2. The address of the initial registered office is: 1111 S. Orchard, Suite 155,
Boise, Idaho 83705 and the name of the initial registered agent at that address is: Frank Varriale

3. The mailing address for future correspondence: 1111 S. Orchard, Suite 155,
Boise, Idaho 83705

4. Management of the limited liability company will be vested in:
Manager(s) or Member(s) . (please check the appropriate box)

5. If management is to be vested in one or more manager(s), list the name(s) and address(es) of at least one initial manager. If management is to be vested in the members, list the name(s) and address(es) of at least one initial member.

Name	Address
<u>Primeland Development Company, L.L.P.</u>	<u>1111 S. Orchard, Suite 155</u> <u>Boise, Idaho 83705</u>
_____	_____
_____	_____
_____	_____
_____	_____

6. Signature of at least one person responsible for forming the limited liability company:
PRIMELAND DEVELOPMENT COMPANY, L.L.P.

Signature *Frank Varriale*
Typed Name Frank Varriale
Capacity Managing Partner

Signature _____
Typed Name _____
Capacity _____

g:\corp\llc\forms\articlesoforganization.p65
Revised 01/2001

Secretary of State use only

IDAHO SECRETARY OF STATE
01/09/2002 05:00
CK: 6479 CT: 111902 BH: 439101
1 @ 100.00 = 100.00 ORGAN LLC # 2

W17722

Simonds et al v. Bridgetower LLC:
Complaint for Declaratory Judgement

EXHIBIT G

2 pages following:

Bridgetower LLC 2009 SecState Change of Registered Agent,
&
AMI 2009 SecState Annual Report



STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT, OR BOTH

(See reverse for instructions)

SECRETARY OF STATE STATE OF IDAHO

File #: W17722

The undersigned entity submits the following statement for the purpose of changing its registered office or its registered agent, or both, in the State of Idaho.

- 1. The name of the entity is: BRIDGETOWER OWNERS ASSOCIATION LLC
2. The street address of its present registered office is: 3120 W. BELLTOWER STE. 100 MERIDIAN 83646
3. The new street address in Idaho (not a P.O. box or PMB) to which its registered office is to be changed is: 2242 E. RIVERWALK DR. #220 BOISE 83706
4. The name of its old registered agent is: FRANK VARRIALE
5. The name of its new registered agent is: ASSOCIATION MANAGEMENT INC

Dated: DECEMBER 21, 2009

Signed: [Signature]
Printed: [Signature]
Capacity: REGISTERED AGENT.

I consent to serve as registered agent for the above-named entity.

[Signature]
(Signature of new registered agent)

FILE ONE COPY

NO FEE REQUIRED

No. C 75509	Due no later than Apr 30, 2009 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed. ASSOCIATION MANAGEMENT INCORPORATED DICK B MILLER P. O. BOX 5714 BOISE ID 83705		DICK B MILLER 3901 E HOMESTEAD RIM CT BOISE ID 83716			
			3. <u>New</u> Registered Agent Signature:*			
4. Corporations: Enter Names and Business Addresses of President, Secretary, and Directors. Treasurer (optional).						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
PRESIDENT	DICK B. MILLER	4252 E. HOMESTEAD RIM DR.	BOISE	ID	USA	83716
SECRETARY	LINDA P. MILLER	4252 E. HOMESTEAD RIM DR.	BOISE	ID	USA	83716
5. Organized Under the Laws of: ID C 75509		6. Annual Report must be signed.* Signature: Kathryn Norton Name (type or print): Kathryn Norton Date: 02/23/2009 Title: Office Assistant				
Processed 02/23/2009		* Electronically provided signatures are accepted as original signatures.				

Simonds et al v. Bridgetower LLC:

Complaint for Declaratory Judgement

EXHIBIT H

3 pages following:

Primeland 2011 Amendment to LLP Registration,

Primeland 2011 SecState Annual Report,

&

Belltower 2010 Certificate of LLC Organization

204



AMENDMENT TO REGISTRATION OF LIMITED LIABILITY PARTNERSHIP

(Instructions on back of application)

Click here to download

FILED EFFECTIVE
2011 JAN -3 PM 4:35
SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability partnership is:

Primeland Development Company, L.L.P.

If the LLP has been administratively dissolved and the name is no longer available for use, #3 below must include an amendment of name.

2. The date the registration was filed was:

July 10, 2000

COMPLETE ONLY THE APPLICABLE ITEMS

3. The name of the limited liability partnership is amended to read:

4. The location of the principal office is changed to:

5. The information on partners shall be amended as follows:

Name:	Address:	Add:	Delete:	Other:
<u>Bews-Floyd, Inc.</u>	<u>3120 W. Beltower Drive #100</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
_____	<u>Meridian, Idaho 83646</u>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____

6. Signature of at least one partner.

Mary Floyd

Secretary of State use only
J654
IDAHO SECRETARY OF STATE
01/04/2011 05:00
CK: 14818 CT: 2582 BH: 1253471
1 @ 30.00 = 30.00 LLP AMEND # 2

ORIGINAL

No. J 654	Due no later than Jul 31, 2011 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed. PRIMELAND DEVELOPMENT COMPANY, L.L.P. FRANK VARRIALE 3120 W BELLTOWER DR STE 100 MERIDIAN ID 83646		FRANK VARRIALE 3120 W BELLTOWER DR STE 100 MERIDIAN ID 83646			
			3. <u>New</u> Registered Agent Signature:*			
4. Limited Liability Partnerships: Enter Names and Business Addresses of two (2) or more partners.						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
PARTNER	BELLTOWER, LLC	3120 W. BELLTOWER DR, STE 100	MERIDIAN	ID	USA	83646
PARTNER	VARRIALE CONSTRUCTION INC	3120 W BELLTOWER DR STE 100	MERIDIAN	ID	USA	83646
5. Organized Under the Laws of: ID J 654	6. Annual Report must be signed.* Signature: Shannan Buzzini Name (type or print): Shannan Buzzini		Date: 07/14/2011 Title: General Manager			
Processed 07/14/2011		* Electronically provided signatures are accepted as original signatures.				

251

FILED EFFECTIVE



CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

10 DEC 30 PM 1:42

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

Beltower, LLC

2. The complete street and mailing addresses of the initial designated/principal office:

3120 West Beltower Drive, Suite 100, Meridian, Idaho, 83646

(Street Address)

(Mailing Address, if different than street address)

3. The name and complete street address of the registered agent:

Shannan Buzzini

(Name)

3120 West Beltower Dr., Suite 100, Meridian, ID 83646

(Street Address)

4. The name and address of at least one member or manager of the limited liability company:

Name

Address

Shannan Buzzini

3120 West Beltower Dr., Suite 100, Meridian, ID 83646

5. Mailing address for future correspondence (annual report notices):

3120 West Beltower Drive, Suite 100, Meridian, Idaho, 83646

6. Future effective date of filing (optional): _____

Signature of a manager, member or authorized person.

Signature

Shannan Buzzini

Typed Name:

Shannan Buzzini

Signature _____

Typed Name: _____

Secretary of State use only

IDAHO SECRETARY OF STATE
12/30/2010 05:00
CK: 13997 CT: 2582 BH: 1253896
1 @ 100.00 = 100.00 ORGAN LLC # 2

ORIGINAL

W99223

Simonds et al v. Bridgetower LLC:

Complaint for Declaratory Judgement

EXHIBIT I

5 pages following:

Bridgetower LLC 2011 Application for LLC Reinstatement (2 pages),
Bridgetower LLC 2011 Amendment to Certificate of LLC Organization,
Bridgetower LLC 2009 SecState Annual Report (identifies Frost),
&
AMI 2010 Change of Listed Officers Request (identifies Frost)

State of Idaho

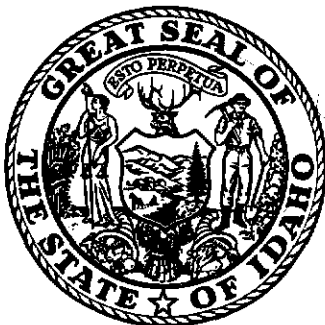
Office of the Secretary of State

LIMITED LIABILITY COMPANY REINSTATEMENT CERTIFICATE

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that the articles of organization of **BRIDGETOWER OWNERS ASSOCIATION, LLC**, file number W 17722 , a limited liability company organized under the laws of the State of Idaho, was administratively dissolved on April 11, 2011, for failure to file the required annual report form by the date due.

I FURTHER CERTIFY That the limited liability company has on April 28, 2011, been reinstated on the records of this office, and that its articles of organization in the State of Idaho are hereby restored.

Dated: April 28, 2011



Ben Yursa

SECRETARY OF STATE

By

Don Dehn

217

11 APR 28 AM 8:55



APPLICATION FOR REINSTATEMENT

To the SECRETARY OF STATE, STATE OF IDAHO
SECRETARY OF STATE
STATE OF IDAHO

1. The name of the Idaho limited liability company applying for reinstatement following administrative dissolution or forfeiture, if available, is:

BRIDGETOWER OWNERS ASSOCIATION, LLC
2. The date of its organization was: January 9, 2002
3. The limited liability company hereby applies for reinstatement. If the entity name is unavailable, a certificate of amendment for a name change must be attached.

Signature: Alana J. Walker

Manager or Member: Alana J. Walker MANAGER

Date: 4/26/2011

(must be signed by a manager or member of the LLC)

Secretary of State use only

IDAHO SECRETARY OF STATE
04/28/2011 05:00
CK: 15154 CT: 89452 BH: 1271406
1 @ 30.00 = 30.00 CORP REINS # 2



AMENDMENT TO CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

11 MAY 12 PM 1:05
SECRETARY OF STATE
STATE OF IDAHO

(Instructions on back of application)

1. The name of the limited liability company is:

BridgeTower owner's Association, LLC.

2. The name of the limited liability company is amended to read:

No change

3. The date the certificate of organization was originally filed:

01/09/02 W17722

4. The complete street and mailing addresses of the designated principal office is amended to:

Association Management, Inc.
P.O. Box 5714 Boise, ID. 83705

5. The mailing address for future correspondence (annual reports) is amended to:

Association Management, Inc.
P.O. Box 5714 Boise, ID. 83705

6. The name and address of the managers/members shall be amended as follows:

Name	Address	Add	Delete	Other
<u>Alana Walker</u>	<u>P.O. Box 5714 Boise, ID</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Priscilla Dev.</u>	<u>_____</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>_____</u>	<u>_____</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ASSOCIATION MANAGEMENT, INC.
P.O. BOX 5714
BOISE, IDAHO 83705**

7. Signature of an authorized person.

Alana J. Walker
Signature

Alana J. Walker (manager)
Typed Name

R. Frost . R. FROST
Signature

Executive Assistant
Typed Name

Secretary of State use only

IDAHO SECRETARY OF STATE
05/12/2011 05:00
CK: 2815 CT: 258757 BH: 1273474
1 @ 38.00 = 38.00 ORGAN AMEN # 2

W17722

No. W 17722	Due no later than Jan 31, 2010 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed.		FRANK VARRIALE 3120 W BELLTOWER STE 100 MERIDIAN ID 83646			
	BRIDGETOWER OWNERS ASSOCIATION, LLC 3120 W BELLTOWER DR STE 100 MERIDIAN ID 83646		3. <u>New</u> Registered Agent Signature:*			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
MANAGER	PRIMELAND DEVELOPMENT COMPANY LLP	1111 S ORCHARD STE 155	BOISE	ID	USA	83705
5. Organized Under the Laws of: ID W 17722		6. Annual Report must be signed.* Signature: R Frost Name (type or print): R Frost Date: 12/15/2009 Title: Executive Assistant				
Processed 12/15/2009		* Electronically provided signatures are accepted as original signatures.				



10 DEC 15 AM 8:47

SECRETARY OF STATE
STATE OF IDAHO
Specializing exclusively in homeowners' association management since 1984

C75509
Delete officer

December 09, 2010

Secretary of State
450 North Fourth Street
PO Box 83720
Boise ID 83720-0080

Re: Change of Listed Officers Request
Association Management, Inc. File # C75509

Dear Sir/Madam

Please make the change as listed below.

- Delete President, Mark Jones.

The above change is authorized by the Chief Executive Officer:

Signature 

Printed Name MATTHEW T. WALKER

Thank you.
RoseMarie Frost
Executive Assistant
(208) 385-9650
Fax # (208) 381-0252

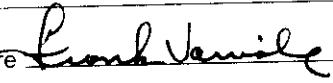
Simonds et al v. Bridgetower LLC:
Complaint for Declaratory Judgement

EXHIBIT J

8 pages following:

Eight Bridgetower LLC 2002-2009 SecState Annual Reports

No. W 17722	Due no later than Jan 31, 2003 Annual Report Form		2. Registered Agent and Office NO PO BOX												
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address - Correct in this box, if applicable BRIDGETOWER OWNERS ASSOCIATION, LLC <i>660 E. FRANKLIN Rd STE 110</i> 1111 S ORCHARD STE 155 <i>MERIDIAN ID. 83642</i> BOISE, ID 83705		FRANK VARRIALE 1111 S ORCHARD STE 155 BOISE, ID 83705												
4. Limited Liability Companies: Enter Names and Addresses of Managers.			3. <u>New</u> Registered Agent Signature												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Office held</u></th> <th style="text-align: left;"><u>Name</u></th> <th style="text-align: left;"><u>Street or P.O. Address</u></th> <th style="text-align: left;"><u>City</u></th> <th style="text-align: left;"><u>State</u></th> <th style="text-align: left;"><u>Zip</u></th> </tr> </thead> <tbody> <tr> <td><i>MANAGER</i></td> <td><i>FRANK VARRIALE</i></td> <td><i>660 E. FRANKLIN Rd. ST. 110</i></td> <td><i>MERIDIAN</i></td> <td><i>ID</i></td> <td><i>83642</i></td> </tr> </tbody> </table>				<u>Office held</u>	<u>Name</u>	<u>Street or P.O. Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<i>MANAGER</i>	<i>FRANK VARRIALE</i>	<i>660 E. FRANKLIN Rd. ST. 110</i>	<i>MERIDIAN</i>	<i>ID</i>	<i>83642</i>
<u>Office held</u>	<u>Name</u>	<u>Street or P.O. Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>										
<i>MANAGER</i>	<i>FRANK VARRIALE</i>	<i>660 E. FRANKLIN Rd. ST. 110</i>	<i>MERIDIAN</i>	<i>ID</i>	<i>83642</i>										
5. Organized Under the Laws of: IDAHO W 17722		6. Signature <i>Frank Varriale</i> Date <i>11-27-02</i> Name <small>(Typed or Printed)</small> <i>FRANK VARRIALE</i> Title <i>MANAGER</i>													

No. W 17722	Due no later than January 31, 2004 Annual Report Form		2. Registered Agent and Office NO PO BOX		
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: <i>Correct in this box, if applicable</i> BRIDGETOWER OWNERS ASSOCIATION, LLC 660 E FRANKLIN RD STE 110 MERIDIAN, ID 83642		FRANK VARRIALE 1111 S ORCHARD STE 155 BOISE, ID 83705 3. <u>New</u> Registered Agent Signature		
4. Limited Liability Companies: Enter Names and Addresses of Managers.					
<u>Office held</u>	<u>Name</u>	<u>Street or P.O. Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Manager	Frank Varriale	660 E. Franklin Suite 110	Meridian	ID	83642
5. Organized Under the Laws of: IDAHO W 17722		6. Signature  Date <u>11.19.03</u> Name <small>(Typed or Printed)</small> <u>Frank Varriale</u> Title <u>Manager</u>			

No. W 17722

Due no later than January 31, 2005
Annual Report Form

2. Registered Agent and Office NO PO BOX

Return to:
SECRETARY OF STATE
700 WEST JEFFERSON
PO BOX 83720
BOISE, ID 83720-0080

1. Mailing Address - Correct in this box, if applicable

BRIDGETOWER OWNERS ASSOCIATION, LLC
660 E FRANKLIN RD STE 110
MERIDIAN, ID 83642

FRANK VARRIALE
~~FRANK VARRIALE~~
~~BOISE, ID 83705~~
660 E Franklin, Suite 110
Meridian, ID 83642

NO FILING FEE IF
RECEIVED BY DUE DATE

3. New Registered Agent Signature

4. Limited Liability Companies: Enter Names and Addresses of Managers.

Office held	Name	Street or P.O. Address	City	State	Zip
Manager	Frank Varriale	660 E Franklin, Suite 110	Meridian	ID	83642

5. Organized Under the Laws of:

IDAHO
W 17722

6.

Signature

Date 11.15.04

Name

(Typed or Printed) FRANK S. VARRIALE

Title

Manager

No. W 17722

Due no later than January 31, 2006
Annual Report Form

2. Registered Agent and Office **NO PO BOX**

Return to:
SECRETARY OF STATE
700 WEST JEFFERSON
PO BOX 83720
BOISE, ID 83720-0080

1. Mailing Address - Correct in this box, if applicable

~~660 E FRANKLIN STE 110
MERIDIAN, ID 83642~~
BRIDGETOWER OWNERS ASSOCIATION, LLC
3120 W Belltower Dr, Suite 100
Meridian, ID 83642

FRANK VARRIALE
660 E FRANKLIN STE 110
MERIDIAN, ID 83642

**NO FILING FEE IF
RECEIVED BY DUE DATE**

3. New Registered Agent Signature

4. Limited Liability Companies: Enter Names and Addresses of Managers.

<u>Office held</u>	<u>Name</u>	<u>Street or P.O. Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Manager	Frank S Varriale	3120 W Belltower, Ste 100	Meridian	ID	83642

5. Organized Under the Laws of:

IDAHO
W 17722

6.

Signature

Date

11.23.05

Name (Typed or Printed)

Frank S Varriale

Title

Manager

Issued 11/01/2005

Do Not Tape or Staple

200601001379

No. W 17722

Due no later than January 31, 2007

No.

Annual Report Form

2. Registered Agent and Office NO PO BOX

FRANK VARRIALE
~~658 DEERWOOD DRIVE
BOISE, IDAHO 83720~~
MERIDIAN, ID 83646

3120 W Belltower, Ste 100
Meridian, ID 83646

3. New Registered Agent Signature

Return to:
SECRETARY OF STATE
700 WEST JEFFERSON
PO BOX 83720
BOISE, ID 83720-0080

NO FILING FEE IF
RECEIVED BY DUE DATE

1. Mailing Address - Correct in this box, if applicable
BRIDGETOWER OWNERS ASSOCIATION, LLC
3120 W BELLTOWER DR STE 100
MERIDIAN, ID ~~83720~~ 83646

4. Limited Liability Companies: Enter Names and Addresses of Managers.

Office held	Name	Street or P.O. Address	City	State	Zip
Manager	Frank S Varriale	3120 W Belltower, Ste 100	Meridian	ID	83646

5. Organized Under the Laws of:
IDAHO
W 17722

6. Signature Frank Varriale
Name (Typed or Printed) Frank S Varriale

Date 11.15.06

Title Manager

Issued 11/01/2006

Do Not Tape or Staple

200701006616

No. W 17722

Due no later than January 31, 2008

Annual Report Form

2. Registered Agent and Office NO PO BOX

FRANK VARRIALE
3120 W BELLTOWER STE 100
MERIDIAN, ID 83646

3. New Registered Agent Signature

Return to:
SECRETARY OF STATE
450 NORTH FOURTH STREET
PO BOX 83720
BOISE, ID 83720-0080

1. Mailing Address - Correct in this box, if applicable

BRIDGETOWER OWNERS ASSOCIATION, LLC
3120 W BELLTOWER DR STE 100
MERIDIAN, ID 83646

NO FILING FEE IF
RECEIVED BY DUE DATE

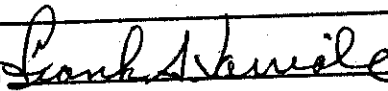
4. Limited Liability Companies: Enter Names and Addresses of Managers.

<u>Office held</u>	<u>Name</u>	<u>Street or P.O. Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Manager	Frank S Varriale	3120 W Belltower, Ste 100	Meridian	ID	83646

5. Organized Under the Laws of:
IDAHO
W 17722

6.

Signature



Date

11-20-07

Name

(Typed or Printed)

Frank S Varriale

Title

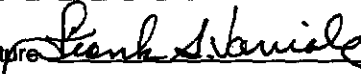
Manager

200801006497

No. W 17722	Due no later than January 31, 2009 Annual Report Form	2. Registered Agent and Office NO PO BOX
Return to: SECRETARY OF STATE 450 NORTH FOURTH STREET PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address - Correct in this box, if applicable BRIDGETOWER OWNERS ASSOCIATION, LLC 3120 W BELLTOWER DR STE 100 MERIDIAN, ID 83646	FRANK VARRIALE 3120 W BELLTOWER STE 100 MERIDIAN, ID 83646 3. <u>New</u> Registered Agent Signature

4. Limited Liability Companies: Enter Names and Addresses of Managers.

<u>Office held</u>	<u>Name</u>	<u>Street or P.O. Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Manager	Frank S. Varriale	3120 W. Belltower, Ste 100	Meridian	ID	83646

5. Organized Under the Laws of: IDAHO W 17722	6. Signature <u></u> Date <u>11.20.08</u> Name <small>(Typed or Printed)</small> <u>Frank S. Varriale</u> Title <u>Manager</u>
---	---

No. W 17722	Due no later than Jan 31, 2010 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed.		FRANK VARRIALE 3120 W BELLTOWER STE 100 MERIDIAN ID 83646			
	BRIDGETOWER OWNERS ASSOCIATION, LLC 3120 W BELLTOWER DR STE 100 MERIDIAN ID 83646		3. <u>New</u> Registered Agent Signature:*			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
MANAGER	PRIMELAND DEVELOPMENT COMPANY LLP	1111 S ORCHARD STE 155	BOISE	ID	USA	83705
5. Organized Under the Laws of: ID W 17722		6. Annual Report must be signed.* Signature: R Frost Name (type or print): R Frost Date: 12/15/2009 Title: Executive Assistant				
Processed 12/15/2009		* Electronically provided signatures are accepted as original signatures.				


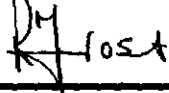
Simonds et al v. Bridgetower LLC:

Complaint for Declaratory Judgement

EXHIBIT K

14 pages following:

Thirteen Bridgetower LLC 2011-2022 SecState Annual Reports

No. W 17722	Reinstatement Annual Report Form ADMIN DISSOLVED 04/11/2011		2. Registered Agent and Office (NOT A P.O. BOX) ASSOCIATION MANAGEMENT INC 2242 E RIVERWALK DR #220 BOISE ID 83706
Return to: SECRETARY OF STATE 450 N 4th STREET PO BOX 83720 BOISE, ID 83720-0080 REINSTATEMENT FEE DUE: \$30.00	1. Mailing Address: Correct in this box if needed. BRIDGETOWER OWNERS ASSOCIATION, LLC 3120 W BELLTOWER DR STE 100 MERIDIAN ID 83646 PO Box 5714 BOISE ID . 83705		3. New Registered Agent Signature.  ok (e-mail)
4. Limited Liability Companies: Enter Names and Addresses of Managers OR Members. See Instructions.			
Manager or Member Manager (Member (circle one))	Name	Street or PO Address	City State Country Postal Code
	KURT MADSEN	2831 W. MIRMONT	MERIDIAN ID. 83646
	TY ARLINT	2072 W. TEANO	MERIDIAN ID 83646
	WAYNE WINKELKOTTER	2537 W. SAN REMO	MERIDIAN ID 83646
5. Organized Under the Laws of: IDAHO W 17722	6. Signature:  Date: 4/26/11 <hr/> Name (type or print): R. FROST EXECUTIVE Title: ASSISTANT		
Issued 04/26/2011 by CLH			

No. W 17722		Due no later than Jan 31, 2012		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		Annual Report Form		ASSOCIATION MANAGEMENT INC 2242 E RIVERWALK DR #220 BOISE ID 83706			
		1. Mailing Address: Correct in this box if needed. BRIDGETOWER OWNERS ASSOCIATION, LLC ASSOCIATION MANAGEMENT INC PO BOX 5714 BOISE ID 83705		3. <u>New</u> Registered Agent Signature:*			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.							
Office Held	Name	Street or PO Address	City	State	Country	Postal Code	
MEMBER	SHANNAN BUZZINI	3120 W. BELLTOWER DRIVE SUITE 100	MERIDIAN	ID	USA	83646	
MEMBER	KURT MADSEN	2831 W. MIRMONTE	MERIDIAN	ID	USA	83646	
MEMBER	83646 WINKELKOTTER	2537W. SAN REMO COURT	MERIDIAN	ID	USA	83642	
5. Organized Under the Laws of: ID W 17722		6. Annual Report must be signed.* Signature: R. Frost Name (type or print): R. Frost					
		Date: 11/07/2011 Title: Executive Assistant					
Processed 11/07/2011		* Electronically provided signatures are accepted as original signatures.					

No. W 17722	Due no later than Jan 31, 2013 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed.		ASSOCIATION MANAGEMENT INC 2242 E RIVERWALK DR #220 BOISE ID 83706			
	BRIDGETOWER OWNERS ASSOCIATION, LLC ASSOCIATION MANAGEMENT INC PO BOX 5714 BOISE ID 83705		3. <u>New</u> Registered Agent Signature:*			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
MEMBER	WAYNE WINKELKOTTER	2537 W SAN REMO CT	MERIDIAN	ID	USA	83646
MEMBER	TY ARLINT	2072 W TEANO	MERIDIAN	ID	USA	83646
MEMBER	KURT MADSEN	2831 W. MIRMONTE	MERIDIAN	ID	USA	83646
5. Organized Under the Laws of: ID W 17722		6. Annual Report must be signed.* Signature: R. Frost Name (type or print): R. Frost Date: 11/07/2012 Title: Executive Assistant				
Processed 11/07/2012		* Electronically provided signatures are accepted as original signatures.				

No. W 17722	Due no later than Jan 31, 2014 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed. BRIDGETOWER OWNERS ASSOCIATION, LLC C/O ASSOCIATION MANAGEMENT INC 1310 N MAIN ST MERIDIAN ID 83642		ASSOCIATION MANAGEMENT INC 1310 N MAIN ST MERIDIAN ID 83642			
			3. <u>New</u> Registered Agent Signature:*			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
MEMBER	MARK WETZEL	2640 W PRIMELAND DR.	MERIDIAN	ID	USA	83646
MEMBER	BILL RE	5329 N TOSCANA AVE.	MERIDIAN	ID	USA	83646
MEMBER	SHANNAN BUZZINI	3120 W. BELLTOWER DRIVE SUITE 100	MERIDIAN	ID	USA	83646
MEMBER	WAYNE WINKELKOTTER	2537 W SAN REMO CT	MERIDIAN	ID	USA	83646
5. Organized Under the Laws of: ID W 17722	6. Annual Report must be signed.* Signature: Margaret Lluellyn Name (type or print): Margaret Lluellyn		Date: 11/20/2013 Title: Admin.			
Processed 11/20/2013		* Electronically provided signatures are accepted as original signatures.				

No. W 17722	Due no later than Jan 31, 2015 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed. BRIDGETOWER OWNERS ASSOCIATION, LLC C/O ASSOCIATION MANAGEMENT INC 1310 N MAIN ST MERIDIAN ID 83642		ASSOCIATION MANAGEMENT INC 1310 N MAIN ST MERIDIAN 83642			
			3. <u>New</u> Registered Agent Signature:*			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
MEMBER	SCOTT ASKINS	1310 N MAIN ST	MERIDIAN	ID	USA	83642
MEMBER	MARK WETZEL	1310 N MAIN ST	MERIDIAN	ID	USA	83642
MEMBER	BILL RE	1310 N MAIN ST	MERIDIAN	ID	USA	83642
5. Organized Under the Laws of: ID W 17722	6. Annual Report must be signed.* Signature: Margaret Lluellyn Name (type or print): Margaret Lluellyn		Date: 12/16/2014 Title: Admin.			
Processed 12/16/2014		* Electronically provided signatures are accepted as original signatures.				

No. W 17722		Due no later than Jan 31, 2016		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		Annual Report Form		ASSOCIATION MANAGEMENT INC 1310 N MAIN ST MERIDIAN ID 83642			
		1. Mailing Address: Correct in this box if needed. BRIDGETOWER OWNERS ASSOCIATION, LLC C/O ASSOCIATION MANAGEMENT INC 1310 N MAIN ST MERIDIAN ID 83642		3. <u>New</u> Registered Agent Signature:*			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.							
Office Held	Name	Street or PO Address	City	State	Country	Postal Code	
MEMBER	MARK WETZEL	1310 N MAIN ST	MERIDIAN	ID	USA	83642	
MEMBER	BILL RE	1310 N MAIN ST	MERIDIAN	ID	USA	83642	
MEMBER	SCOTT ASKINS	1310 N MAIN ST	MERIDIAN	ID	USA	83642	
5. Organized Under the Laws of: ID W 17722		6. Annual Report must be signed.* Signature: Chris Guthrie Name (type or print): Chris Guthrie		Date: 02/11/2016 Title: Admin			
Processed 02/11/2016		* Electronically provided signatures are accepted as original signatures.					

No. W 17722		Due no later than Jan 31, 2017		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		Annual Report Form		ASSOCIATION MANAGEMENT INC 1310 N MAIN ST MERIDIAN ID 83642-1703			
		1. Mailing Address: Correct in this box if needed.		3. <u>New</u> Registered Agent Signature:*			
		BRIDGETOWER OWNERS ASSOCIATION, LLC C/O ASSOCIATION MANAGEMENT INC 1310 N MAIN ST MERIDIAN ID 83642-1703 USA					
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.							
Office Held	Name	Street or PO Address	City	State	Country	Postal Code	
MEMBER	DIANE MOERER	1310 N MAIN ST	MERIDIAN	ID	USA	83642-1703	
MEMBER	MARY VOLKMAN	1310 N MAIN ST	MERIDIAN	ID	USA	83642-1703	
MEMBER	JOHN VOLKMAN	1310 N MAIN ST	MERIDIAN	ID	USA	83642-1703	
MEMBER	STEVE STRICKLAND	1310 N. MAIN ST.	MERIDIAN	ID	USA	83642-1703	
MEMBER	MARK WETZEL	1310 N MAIN ST	MERIDIAN	ID	USA	83642-1703	
MEMBER	SCOTT ASKINS	1310 N MAIN ST	MERIDIAN	ID	USA	83642-1703	
5. Organized Under the Laws of:		6. Annual Report must be signed.*					
ID W 17722		Signature: Dawn Koreis			Date: 11/29/2016		
		Name (type or print): Dawn Koreis			Title: Admin		
Processed 11/29/2016		* Electronically provided signatures are accepted as original signatures.					

No. W 17722		Due no later than Jan 31, 2018		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		Annual Report Form		ASSOCIATION MANAGEMENT INC 3140 W BELLTOWER DR MERIDIAN ID 83646			
		1. Mailing Address: Correct in this box if needed. BRIDGETOWER OWNERS ASSOCIATION, LLC C/O ASSOCIATION MANAGEMENT INC 3140 W BELLTOWER DR MERIDIAN ID 83646 USA		3. <u>New</u> Registered Agent Signature:*			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.							
Office Held	Name	Street or PO Address	City	State	Country	Postal Code	
MEMBER	JEFFREY BLOCK	3140 W BELLTOWER DR	MERIDIAN	ID	USA	83646	
MEMBER	ALEXANDRA CHESHIRE	3140 W BELLTOWER DR	MERIDIAN	ID	USA	83646	
MEMBER	STEVE STRICKLAND	3140 W BELLTOWER DR	MERIDIAN	ID	USA	83646	
5. Organized Under the Laws of: ID W 17722		6. Annual Report must be signed.* Signature: TERRI HARRSCH Name (type or print): TERRI HARRSCH		Date: 02/28/2018 Title: ADMIN			
Processed 02/28/2018		* Electronically provided signatures are accepted as original signatures.					



0003418792



STATE OF IDAHO
Office of the secretary of state, Lawrence Denney
ANNUAL REPORT
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$0.00

For Office Use Only
-FILED-
 File #: 0003418792
 Date Filed: 1/31/2019 12:40:05 PM

Entity Name and Mailing Address:
BRIDGETOWER OWNERS ASSOCIATION, LLC
 The file number of this entity on the records of the Idaho Secretary of State is: 0000067019
 Address: 3140 W BELLTOWER DR
 MERIDIAN, ID 83646-4882

Entity Details:
 Entity Status: Active-Existing
 This entity is organized under the laws of: IDAHO
 If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: W17722

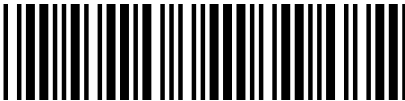
The registered agent on record is:
 Registered Agent: ASSOCIATION MANAGEMENT INC
 Registered Agent
 Physical Address: 3140 W BELLTOWER DR
 MERIDIAN, ID 83646
 Mailing Address

Limited Liability Company Managers and Members

Names of managers or members	Title	Address
JOE GRUBER	Member	3140 W BELLTOWER DR MERIDIAN, ID 83646
ALEXANDRA CHESHIRE	Member	3140 W BELLTOWER DR MERIDIAN, ID 83646
STEVE STRICKLAND	Member	3140 W BELLTOWER DR MERIDIAN, ID 83646

The annual report must be signed by an authorized signer of the entity.
TERRI HARRSCH _____ 01/31/2019
 Sign Here Date
 Signer's Title: ADMIN

B0161-1804 01/31/2019 12:40 PM Received by ID Secretary of State Lawrence Denney



0003753150



STATE OF IDAHO
Office of the secretary of state, Lawrence Denney
ANNUAL REPORT
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$0.00

For Office Use Only
-FILED-
 File #: 0003753150
 Date Filed: 1/23/2020 3:52:49 PM

Entity Name and Mailing Address:
BRIDGETOWER OWNERS ASSOCIATION, LLC
 The file number of this entity on the records of the Idaho Secretary of State is: 0000067019
 Address: 3140 W BELLTOWER DR
 MERIDIAN, ID 83646-4882

Entity Details:
 Entity Status: Active-Existing
 This entity is organized under the laws of: IDAHO
 If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: W17722

The registered agent on record is:
 Registered Agent: ASSOCIATION MANAGEMENT INCORPORATED
 Registered Agent
 Physical Address: 3140 W BELLTOWER DR
 MERIDIAN, ID 83646
 Mailing Address

Agent or Address Change
 Select if you are appointing a new agent.

Limited Liability Company Managers and Members

Name	Title	Business Address
<input checked="" type="checkbox"/> JOE GRUBER	Member	3140 W BELLTOWER DR MERIDIAN, ID 83646
<input checked="" type="checkbox"/> ALEXANDRA CHESHIRE	Member	3140 W BELLTOWER DR MERIDIAN, ID 83646
<input checked="" type="checkbox"/> STEVE STRICKLAND	Member	3140 W BELLTOWER DR MERIDIAN, ID 83646

The annual report must be signed by an authorized signer of the entity.
TERRI HARRSCH _____ 01/23/2020
 Sign Here _____ Date _____
 Job Title: ADMIN

B0469-0034 01/23/2020 3:52 PM Received by ID Secretary of State Lawrence Denney



0004172387



STATE OF IDAHO
Office of the secretary of state, Lawrence Denney
ANNUAL REPORT
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$0.00

For Office Use Only
-FILED-
 File #: 0004172387
 Date Filed: 2/11/2021 11:34:39 AM

Entity Name and Mailing Address:

Entity Name: BRIDGETOWER OWNERS ASSOCIATION, LLC

The file number of this entity on the records of the Idaho Secretary of State is: 0000067019

Address: 3140 W BELLTOWER DR
MERIDIAN, ID 83646-4882

Entity Details:

Entity Status: Active-Existing

This entity is organized under the laws of: IDAHO

If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: W17722

The registered agent on record is:

Registered Agent: ASSOCIATION MANAGEMENT INCORPORATED
Registered Agent
Physical Address
3140 W BELLTOWER DR
MERIDIAN, ID 83646
Mailing Address

Agent or Address Change

Select if you are appointing a new agent.

The name and street address of the new registered agent and office in Idaho is:

Registered Agent: ASSOCIATION MANAGEMENT INCORPORATED
Registered Agent
Physical Address
3140 W BELLTOWER DRIVE
MERIDIAN, ID 83646
Mailing Address
3140 W BELLTOWER DR
MERIDIAN, ID 83646-4882

I affirm that the registered agent appointed has consented to serve as registered agent for this entity.

Limited Liability Company Managers and Members

Name	Title	Business Address
+ JOE GRUBER	Member	3140 W BELLTOWER DR MERIDIAN, ID 83646
+ ROBERT ROBERTS	Member	3140 W BELLTOWER DR MERIDIAN, ID 83646
+ STEVE STRICKLAND	Member	3140 W BELLTOWER DR MERIDIAN, ID 83646

The annual report must be signed by an authorized signer of the entity.

Job Title: MEMBER

B0583-9803 02/11/2021 11:34 AM Received by ID Secretary of State Lawrence Denney



JOE GRUBER

Sign Here

02/11/2021

Date

B0583-9804 02/11/2021 11:34 AM Received by ID Secretary of State Lawrence Denney



0004513535



STATE OF IDAHO
 Office of the secretary of state, Lawrence Denney
ANNUAL REPORT
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$0.00

For Office Use Only
-FILED-
 File #: 0004513535
 Date Filed: 12/3/2021 10:34:54 AM

Entity Name and Mailing Address:

Entity Name: BRIDGETOWER OWNERS ASSOCIATION, LLC

The file number of this entity on the records of the Idaho Secretary of State is: 0000067019

Address: 3140 W BELLTOWER DR
MERIDIAN, ID 83646-4882

Entity Details:

Entity Status: Active-Existing

This entity is organized under the laws of: IDAHO

If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: W17722

The registered agent on record is:

Registered Agent: ASSOCIATION MANAGEMENT INCORPORATED
Registered Agent

Physical Address: 3140 W BELLTOWER DRIVE
MERIDIAN, ID 83646

Mailing Address: 3140 W BELLTOWER DR
MERIDIAN, ID 83646-4882

Agent or Address Change

Select if you are appointing a new agent.

Limited Liability Company Managers and Members

Name	Title	Business Address
JOE GRUBER	Member	3140 W BELLTOWER DR MERIDIAN, ID 83646
ROBERT ROBERTS	Member	3140 W BELLTOWER DR MERIDIAN, ID 83646
STEVE STRICKLAND	Member	3140 W BELLTOWER DR MERIDIAN, ID 83646

The annual report must be signed by an authorized signer of the entity.

Job Title: Front Desk Attendant

Mariah Lemos _____ 12/03/2021
 Sign Here Date

B0666-0873 12/03/2021 10:34 AM Received by ID Secretary of State Lawrence Denney



0005020255



STATE OF IDAHO
 Office of the secretary of state, Lawrence Denney
ANNUAL REPORT
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$0.00

For Office Use Only
-FILED-
 File #: 0005020255
 Date Filed: 12/8/2022 10:18:08 AM

Entity Name and Mailing Address:
 Entity Name: BRIDGETOWER OWNERS ASSOCIATION, LLC
 The file number of this entity on the records of the Idaho Secretary of State is: 0000067019
 Address: 3140 W BELLTOWER DR
 MERIDIAN, ID 83646-4882

Entity Details:
 Entity Status: Active-Existing
 This entity is organized under the laws of: IDAHO
 If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: W17722

The registered agent on record is:
 Registered Agent: KEYSTONE IDAHO, LLC
 Commercial Registered Agent
 Physical Address: 3140 W BELLTOWER DR
 MERIDIAN, ID 83646
 Mailing Address: 3140 W BELLTOWER DR
 MERIDIAN, ID 83646

Agent or Address Change
 Select if you are appointing a new agent.

Limited Liability Company Managers and Members

Name	Title	Business Address
JOE GRUBER	Member	3140 W BELLTOWER DR MERIDIAN, ID 83646
ROBERT ROBERTS	Member	3140 W BELLTOWER DR MERIDIAN, ID 83646
STEVE STRICKLAND	Member	3140 W BELLTOWER DR MERIDIAN, ID 83646

The annual report must be signed by an authorized signer of the entity.
 Job Title: Administration

Mariah Lemos 12/08/2022
 Sign Here Date

B0760-7444 12/08/2022 10:18 AM Received by Office of the Idaho Secretary of State

Simonds et al v. Bridgetower LLC:
Complaint for Declaratory Judgement

EXHIBIT L

3 pages following:

Data from twenty-one Bridgetower LLC 2002-2022 SecState Annual
Reports,
Belltower 2010 Certificate of LLC Organization,
&
Belltower 2022 Annual Report

Bridgetower LLC Itemized Annual Reports (2002-2022)

2011 Operational Deviation, from identification of Managing Member to identification of Purported Signatories & Members

Date	Instrument	Title	Signator	Office	Name	Address
2002-11-27	Annual Report	Manager	Frank Varrialle	Manager	Frank Varrialle	660 E Franklin Rd. St. 110
2003-11-19	Annual Report	Manager	Frank Varrialle	Manager	Frank Varrialle	
2004-11-15	Annual Report	Manager	Frank Varrialle	Manager	Frank Varrialle	
2005-11-23	Annual Report	Manager	Frank Varrialle	Manager	Frank Varrialle	3120 W Belltower Ste 100
2006-11-15	Annual Report	Manager	Frank Varrialle	Manager	Frank Varrialle	
2007-11-20	Annual Report	Manager	Frank Varrialle	Manager	Frank Varrialle	
2008-11-20	Annual Report	Manager	Frank Varrialle	Manager	Frank Varrialle	
2009-12-15	Annual Report	Executive Assistant	RoseMarie Frost	Manager	Primeland Development Company LLP	1111 S Orchard STE 155
				Registered Agent	Frank Varrialle	3120 W Belltower Ste 100
2010	None					
2011-04-26	Reinstatement Annual Report	Executive Assistant	RoseMarie Frost	Member	Kurt Madsen	2831 W Miramonte
				Member	Ty Arlint	2072 W Teano
				Member	Wayne Winkelkotter	2537 W San Remo
2011-11-07	Annual Report	Executive Assistant	RoseMarie Frost	Member	Primeland Partner Shannan Buzzini	3120 W Belltower Dr Ste 100
				Member	Kurt Madsen	
				Member	Winkelkotter	
2012-11-07	Annual Report	Executive Assistant	RoseMarie Frost	Member	Kurt Madsen	
				Member	Ty Arlint	
				Member	Wayne Winkelkotter	
2013-11-20	Annual Report	Admin.	Margaret Lluellyn	Member	Mark Wetzel of AMI	2640 W Primeland Dr
				Member	Bill Re	5329 N Toscana Ave
				Member	Primeland Partner Shannan Buzzini	
				Member	Wayne Winkelkotter	
2014-12-16	Annual Report	Admin.	Margaret Lluellyn	Member	Scott Askins	1310 Main St
				Member	Mark Wetzel	1310 Main St
				Member	Bill Re	1310 Main St
2016-02-11	Annual Report	Admin.	Chris Guthrie	Member	Mark Wetzel	1310 Main St
				Member	Bill Re	1310 Main St
				Member	Scott Askins	1310 Main St
2016-11-29	Annual Report	Admin	Dawn Koreis	Member	Diane Moerer	1310 Main St
				Member	Mary Volkman	1310 Main St
				Member	John Volkman	1310 Main St
				Member	Steve Strickland	1310 Main St
				Member	Mark Wetzel	1310 Main St
				Member	Scott Askins	1310 Main St
2018-02-28	Annual Report	Admin	Terri Harsch	Member	Jeffrey Block	3140 W Belltower
				Member	Alexandra Cheshire	3140 W Belltower
				Member	Steve Strickland	3140 W Belltower
2019-01-31	Annual Report	Admin	Terri Harsch	Member	Joe Gruber	3140 W Belltower
				Member	Alexandra Cheshire	3140 W Belltower
				Member	Steve Strickland	3140 W Belltower
2020-01-23	Annual Report	Admin	Terri Harsch	Member	Joe Gruber	3140 W Belltower
				Member	Alexandra Cheshire	3140 W Belltower
				Member	Steve Strickland	3140 W Belltower
2021-02-11	Annual Report	Member	Joe Gruber	Member	Joe Gruber	3140 W Belltower
				Member	Robert Roberts	3140 W Belltower
				Member	Steve Strickland	3140 W Belltower
2021-12-03	Annual Report	Front Desk Attendant	Mariah Lemos	Member	Joe Gruber	3140 W Belltower
				Member	Robert Roberts	3140 W Belltower
				Member	Steve Strickland	3140 W Belltower
2022-12-08	Annual Report	Administration	Mariah Lemos	Member	Joe Gruber	3140 W Belltower
				Member	Robert Roberts	3140 W Belltower
				Member	Steve Strickland	3140 W Belltower

251

FILED EFFECTIVE



CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

10 DEC 30 PM 1:42

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

Beltower, LLC

2. The complete street and mailing addresses of the initial designated/principal office:

3120 West Beltower Drive, Suite 100, Meridian, Idaho, 83646

(Street Address)

(Mailing Address, if different than street address)

3. The name and complete street address of the registered agent:

Shannan Buzzini

(Name)

3120 West Beltower Dr., Suite 100, Meridian, ID 83646

(Street Address)

4. The name and address of at least one member or manager of the limited liability company:

Name

Address

Shannan Buzzini

3120 West Beltower Dr., Suite 100, Meridian, ID 83646

5. Mailing address for future correspondence (annual report notices):

3120 West Beltower Drive, Suite 100, Meridian, Idaho, 83646

6. Future effective date of filing (optional): _____

Signature of a manager, member or authorized person.

Signature

Shannan Buzzini

Typed Name:

Shannan Buzzini

Signature

Typed Name:

Secretary of State use only

IDAHO SECRETARY OF STATE
12/30/2010 05:00
CK: 13997 CT: 2582 BH: 1253896
1 @ 100.00 = 100.00 ORGAN LLC # 2

ORIGINAL

W99223



0005016427



STATE OF IDAHO
Office of the secretary of state, Lawrence Denney
ANNUAL REPORT

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$0.00

For Office Use Only

-FILED-

File #: 0005016427

Date Filed: 12/6/2022 4:18:45 PM

Entity Name and Mailing Address:

Entity Name: BELLTOWER, LLC
The file number of this entity on the records of the Idaho Secretary of State is: 0000307016
Address: PO BOX 16588
BOISE, ID 83715-6588

Entity Details:

Entity Status: Active-Existing
This entity is organized under the laws of: IDAHO
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: W99223

The registered agent on record is:

Registered Agent: SHANNAN BUZZINI
Registered Agent
Physical Address: 4702 HILLCREST VIEW DR
BOISE, ID 83705
Mailing Address:

Limited Liability Company Managers and Members

Name	Title	Business Address
Shannan L Buzzini	Manager	4702 HILLCREST VIEW DR BOISE, ID 83705

The annual report must be signed by an authorized signer of the entity.

Job Title: Manager

Shannan Buzzini

12/06/2022

Sign Here

Date

B0760-2177 12/06/2022 4:18 PM Received by Office of the Idaho Secretary of State

Simonds et al v. Bridgetower LLC:

Complaint for Declaratory Judgement

EXHIBIT M

1 page following:

Primeland 2016 Cancellation to Statement of LLP Qualification



AMENDMENT OR CANCELLATION TO STATEMENT OF QUALIFICATION OF LIMITED LIABILITY PARTNERSHIP

FILED EFFECTIVE

Title 30, Chapters 21 and 23, Idaho Code

Filing fee: \$30 typed, \$50 not typed

Complete and submit the application in duplicate.

2016 SEP 12 PM 3:56

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability partnership:

Primeland Development Company, L.L.P.

2. The date the statement was filed with the Idaho Secretary of State is: July 10, 2000

3. The name of the limited liability partnership is amended to:

4. The complete street and mailing addresses of the limited liability partnership's principal office are amended to:

(Street Address)

(Mailing Address, if different)

5. The partners are amended as follows:

Add: Delete: _____
(Name) (Address)

Add: Delete: _____
(Name) (Address)

Add: Delete: _____
(Name) (Address)

6. The statement of qualification is hereby cancelled.

7. Signatures of a partner:

Printed Name: Frank S. Varriale, President of
Varriale Construction, Inc.

Signature: *Frank S. Varriale*

Printed Name: Shannan L. Buzzini, Manager of
Belltower LLC

Signature: *Shannan L. Buzzini*

Secretary of State use only

IDAHO SECRETARY OF STATE
09/13/2016 05:00

CK:2967 CT:2582 BH:1545946
1@ 30.00 = 30.00 LLP AMEND #2

J654

Simonds et al v. Bridgetower LLC:
Complaint for Declaratory Judgement

EXHIBIT N

1 page following:

AMI 2022 Articles of Dissolution



0004746329



STATE OF IDAHO
 Office of the secretary of state, Lawrence Denney
**ARTICLES OF DISSOLUTION (GENERAL
 BUSINESS AND PROFESSIONAL
 CORPORATIONS)**
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$0.00

For Office Use Only
-FILED-
 File #: 0004746329
 Date Filed: 5/18/2022 10:14:59 AM

Articles of Dissolution (General Business and Professional Corporations)	
Select one: Standard, Expedited or Same Day Service (see descriptions below)	Standard (filing fee \$0)
1. The name of the corporation is: ASSOCIATION MANAGEMENT INCORPORATED	
The file number of this entity on the records of the Idaho Secretary of State is:	0000236834
2. The date the dissolution was authorized is: Date authorized: 05/13/2022	
3. The dissolution shall be effective: The dissolution shall be effective when filed with the Secretary of State.	
4. The dissolution was approved by the shareholders as follows:	
The number of shares entitled to vote:	6000
The number of shares voting for dissolution:	6000
The number of shares voting against dissolution:	0
Additional votes by class:	Not applicable.
The Articles of Dissolution must be signed by an officer of the corporation.	
<i>Alana Ashby</i>	<i>05/18/2022</i>
Sign Here	Date
Job Title: Chief Executive Officer	

B0709-5834 05/18/2022 10:14 AM Received by ID Secretary of State Lawrence Denney

Simonds et al v. Bridgetower LLC:

Complaint for Declaratory Judgement

EXHIBIT O

1 page following:

Bridgetower LLC 2022 Registered Agent Change



0004798670



STATE OF IDAHO

Office of the secretary of state, Lawrence Denney

REGISTERED AGENT/OFFICE CHANGE

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$0.00

For Office Use Only

-FILED-

File #: 0004798670

Date Filed: 6/30/2022 2:15:12 PM

The name and address of the entity for which the registered agent is being changed:

Select one: Standard, Expedited or Same Day Service (see descriptions below) Standard (filing fee \$0)

The name of the business entity is: BRIDGETOWER OWNERS ASSOCIATION, LLC

The file number of this entity on the records of the Idaho Secretary of State is: 0000067019

The registered agent on record is:

Our records indicate that the previously-selected Registered Agent is no longer valid. Please select a new Registered Agent.

Need to appoint new agent

The name and street address of the new registered agent and office in Idaho is:

Registered Agent KEYSTONE IDAHO, LLC
Commercial Registered Agent
Physical Address
3140 W BELLTOWER DR
MERIDIAN, ID 83646
Mailing Address
3140 W BELLTOWER DR
MERIDIAN, ID 83646

I affirm that the registered agent appointed has consented to serve as registered agent for this entity.

Entity Signature:

Joseph Gruber

06/30/2022

Sign Here

Date

Job Title: Member

B0721-5949 06/30/2022 2:15 PM Received by ID Secretary of State Lawrence Denney

Simonds et al v. Bridgetower LLC:

Complaint for Declaratory Judgement

EXHIBIT P

3 pages following:

AMI 2022 Bridgetower Assessment Increase,
Bridgetower LLC/ AMI 2022 Q4 Assessment Invoice,

&

Bridgetower LLC/ AMI 2023 Q1 Assessment Invoice



2023 Bridgetower Assessment Increase

Dear Bridgetower Homeowners,

December 8, 2022

After careful consideration by AMI and the Bridgetower Advisory Committee, the 2023 Bridgetower assessments will be increased \$50 per quarter (\$16.67 per month). The new assessment will start in the first quarter of 2023.

After receiving the updated Reserve Study and the increased costs due to inflation, and the aging of our community, we have decided to go with an increase. There hasn't been an assessment increase since before 2009.

If you have questions or comments, please contact us at bridgetower@amihome.net .

NOTE:

The following assessment/Fees will **not increase** in January.

\$40 Quarterly Irrigation

\$217 Turin Court Lawn Maintenance

\$215 Villa Rosa – Maintenance Fee

Tami and Mark

Your Bridgetower Community Managers

Simonds et al v. Bridgetower LLC:
Complaint for Declaratory Judgement

EXHIBIT Q

24 pages following:

Bridgetower Inc. 2023 Articles of Incorporation
&
Bridgetower Inc. 2023 Bylaws

**ARTICLES OF INCORPORATION
OF
BRIDGETOWER HOMEOWNER'S ASSOCIATION,**

For Office Use Only
-FILED-
File #: 0005122588
Date Filed: 2/22/2023 11:06:00 AM

The undersigned, for the purpose of forming a corporation under the Idaho Nonprofit Corporation Act, Title 30, Chapter 30, Idaho Code, does hereby certify, declare, and adopt the following Articles of Incorporation (the "Articles"):

**ARTICLE I
NAME OF THE CORPORATION**

The name of the Corporation shall be BRIDGETOWER HOMEOWNER'S ASSOCIATION, INC. (hereinafter, the "Corporation").

**ARTICLE II
NONPROFIT STATUS**

The Corporation is a nonprofit membership corporation.

**ARTICLE III
PERIOD OF DURATION**

The period of existence and duration of the life of this Corporation shall be perpetual.

**ARTICLE IV
REGISTERED OFFICE AND AGENT**

The street address of the registered agent, Keystone Idaho, LLC, is 3140 W. Belltower Dr., Meridian, ID 83646 or such other place as may be determined by the Board of Directors. The mailing address for the correspondence of the registered agent 3140 W. Belltower Dr., Meridian, ID 83646.

**ARTICLE V
PURPOSES OF THE CORPORATION**

The purposes for which the Corporation is organized and will be operated are as follows:

A. The Corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed is to provide for maintenance, preservation, and architectural control of those certain lots as established in the Covenants, Conditions, and Restrictions of the Bridgetower Subdivision (the "Covenants"), and to promote the health, safety, and welfare of the residents within the subdivision established by the Covenants and any additions thereto as may be hereafter be brought within the jurisdiction of this Corporation for this purpose to:

(a) exercise of all the powers and privileges and the performance of all the duties and obligations of the Corporation as set forth in Idaho Code 55-115, the Covenants as

B0763-7079 02/22/2023 11:06 AM Received by Office of the Idaho Secretary of State

amended from time to time, and the Bylaws of the Corporation (the “Bylaws”) (the Articles, Covenants, and Bylaws collectively referred to as the “HOA Documents”);

(b) fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Covenants; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation;

(c) acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Corporation; and

(d) have and to exercise and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Idaho be law may now or have or exercise.

**ARTICLE VI
LIMITATIONS**

A. No part of the net earnings or the assets of the Corporation shall inure to the benefit of, or be distributable to, its Shareholders, Directors, Officers, or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article V. No substantial part of the activities of the Corporation shall be for the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 528 of the Internal Revenue Code of 1986, as amended from time to time.

**ARTICLE VII
MEMBERSHIP**

There shall be one (1) share in the Corporation for each Lot located in the Bridgetower Subdivision. Each person, persons, or entity holding fee simple interest of record of a Lot (as defined in the Covenants) which is a part of the Bridgetower Subdivision, excluding those having such interest merely as security for the performance of an obligation, shall be a full or partial Shareholder of the Corporation, as the case may be based on the form of ownership of a Lot. A Shareholder shall be appurtenant to and may not be separated from the ownership of any Lot located in the Bridgetower Subdivision.

**ARTICLE VIII
VOTING RIGHTS**

A. The Corporation shall have one (1) class of voting membership. Each Lot shall entitle the owner or owners, as the case may be, of said Lot to one (1) vote.

ARTICLE IX
BOARD OF DIRECTORS

A. The affairs of the Corporation shall be managed by its Board of Directors (the "Board"). The Board shall consist of three (3) directors (the "Directors"), who, shall be Shareholders of the Corporation. The number of Directors may be changed from time to time upon unanimous consent of the then current Directors, subject to the limitations of Idaho Code 30-30-603. The names and addresses of the persons who are to act in the capacity of Directors until new Directors are elected are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Steve Strickland	4454 N. Station Dr. Meridian 83646
Joe Gruber	2373 W. Astonte Dr. Meridian 83646
Jeff Wolff	2601 W. Crossland dr. Meridian 83646

A. The initial directors named in the Articles shall serve until the first day of the calendar month following the date of adjournment of the first annual meeting. Therefore, the term of office for directors shall begin on the first day of the calendar month following the date of adjournment of the annual meeting at which they are elected (the "Initial Term"). The normal term of office for Directors shall be for three (3) years and until their successors are elected and take office.

B. After the Initial Term, the term of office for the Directors shall begin on the first day of the calendar month following the date of adjournment of the annual meeting at which they are elected. The normal term for Directors will be for three (3) years and until their successors are elected and take office. However, to provide for staggered terms, at the first annual meeting after the Initial Term, one (1) Director shall be elected for one (1) year, one (1) Director shall be elected for two (2) years, and the final director shall be elected for three (3) years.¹

C. A Director of the Corporation shall not be personally liable to the Corporation or its Shareholders for monetary damage for breach of fiduciary duty as a Director, except for liability for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, or for any transaction from which the Director derives an improper personal Benefit. If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director of this Corporation shall be eliminated or limited to the fullest extent permitted by the Act. Any repeal or modification of this Article IX by the Shareholders of the Corporation shall not adversely affect any right or protection of a Director of the Corporation existing at the time of such repeal or modification.

¹ Unless the directors elected agree otherwise, at the first annual meeting the director with the most votes shall be elected for three (3) years, the director with the least votes shall be elected for one (1) year, and the remaining director shall be elected for two (2) years. Thereafter, each director shall be elected for three (3) as set forth herein.

**ARTICLE X
ASSESSMENTS**

A. Each Shareholder shall be liable for the payment of Assessments provided for in the Covenants and as otherwise set forth in the Bylaws of the Corporation, subject to Idaho Code 55-115.

**ARTICLE XI
DISTRIBUTION ON DISSOLUTION**

A. The Corporation shall only be dissolved at a regular meeting, or a special meeting of the Corporation called for that purpose, by the affirmative votes of all the Shareholders of the Corporation. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the real property and other assets of the Corporation shall be distributed as follows: (i) dedicated to an appropriate public agency to be used for purposes similar to those for which the Corporation was created; or (ii) granted, conveyed and assigned to a non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

B. Upon dissolution of the Corporation, the Board of Directors shall pay or make provision for the payment of all liabilities of the Corporation. Any assets not distributed pursuant to Article XI(A) above shall be distributed by the district court of the county in which the principal office of the Corporation is then located, exclusively for the purposes or to such organizations, as such court shall determine to be consistent with the purposes of the Corporation.

**ARTICLE XII
AMENDMENTS TO ARTICLES**

A. Amendment of these Articles may be made at any regular meeting, or any special meeting called for that purpose, or by written resolutions of the Shareholders of the Corporation, by the affirmative votes of at least seventy-five percent (75%) of the total voting power of the Corporation's Shareholders. No amendment which is inconsistent with the provisions of the Declaration or Idaho Code §30-30-603 or §55-115 shall be valid.

**ARTICLE XIII
BYLAWS**

A. Provisions for the regulation of the internal affairs of the Corporation shall be set forth in the Bylaws. For the purpose of specifying in detail the rights, responsibilities, duties and obligations of the Corporation's Board of Directors, the officers, employees, and agents of the Corporation, and the Shareholders payment of Assessments, the Board of Directors of the Corporation shall be authorized to adopt amendments the Corporation's Bylaws, at a properly noticed special or regular meeting of the Board of Directors and shall be ratified and approved with an affirmative vote of at least seventy-five percent (75%) of the total voting power of the Corporation's Shareholders or as otherwise set forth in the Bylaws.

B. Neither these Articles nor the Bylaws of the corporation shall be amended or otherwise changed or interpreted to be inconsistent with the Bridgetower Covenants.

[Incorporator Signatures on Following Pages]

B0763-7083 02/22/2023 11:06 AM Received by Office of the Idaho Secretary of State

The undersigned incorporator of Bridgetower Homeowner's Association, Inc., a nonprofit corporation under the Idaho Nonprofit Corporation Act, adopts the following ~~Amended and En Restated~~ Articles of Incorporation:

Incorporator

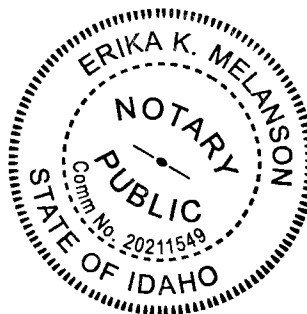
By: Jeffrey T. Wolff
Name: JEFFREY T. WOLFF
Date: 21 Feb 2023
Address: 2661 W Crossland Dr
Meridian, ID 83646

STATE OF IDAHO)
County of Ada) ss.

On this 21, day of Feb. 2023, before me, a Notary Public in and for the State of Idaho, personally appeared Erika Melanson, known or identified to me to be a Shareholder of Bridgetower Homeowner's Association, Inc, an Idaho nonprofit corporation and who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

E Melanson
Notary Public for Idaho
Residing at: Meridian, ID
My commission expires: 04/02/27



P0763-7085 02/22/2023 11:08 AM Received by Office of the Idaho Secretary of State

The undersigned incorporator of Bridgetower Homeowner's Association, Inc., a nonprofit corporation under the Idaho Nonprofit Corporation Act, adopts the following ~~Amended and Restated~~ ^{em} Articles of Incorporation:

Incorporator

By: Steve Stridland
Name: Steve Stridland
Date: 2-21-23
Address: 4454 N. Station Ave
Meridian, Id. 83646

STATE OF IDAHO)
County of Ada) ss.

On this 21, day of Feb 2023 before me, a Notary Public in and for the State of Idaho, personally appeared Erika Melanson known or identified to me to be a Shareholder of Bridgetower Homeowner's Association, Inc, an Idaho nonprofit corporation and who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

E Melanson
Notary Public for Idaho
Residing at: Meridian ID
My commission expires: 04/02/27



**BYLAWS OF THE
BRIDGETOWER HOMEOWNER'S ASSOCIATION, INC.**

The following are Bylaws of the Bridgetower Homeowner's Association, Inc., a non-profit Idaho corporation. Each owner or owners, as the case may be, of a Residential Lot automatically, by virtue of such ownership, becomes a member of the Corporation (the "Shareholders"). All present and future owners, mortgagees and other encumbrancers, lessees, tenants, and occupants of the Lots are subject to these Bylaws, the Declaration of Covenants, Conditions and Restrictions of Bridgetower Subdivision ("Covenants") and the rules and regulations adopted by the Board of Directors (defined hereafter) of the Corporation. In the event of any conflict between the Covenants and these Bylaws the Bylaws shall control.

ARTICLE I – GENERAL PLAN OF OWNERSHIP

1.1 Name. The name of the corporation is the Bridgetower Homeowner's Association, Inc. (the "Corporation"). Meetings of the Shareholders and Directors may be held at such places within the State of Idaho, County of Ada, as may be designated by the Board of Directors.

1.2 Bylaws Applicability. The provisions of these Bylaws of the Bridgetower Homeowner's Association, Inc. ("Bylaws") are applicable to that certain real property as designated as such in the Declaration of Covenants, Conditions, and Restrictions for the Bridgetower Subdivision (the "Covenants"), and recorded in the office of the County Recorder, Ada County, Idaho, on November 27, 2001 as Instrument No. 101124464 (the "Properties").

1.3 Personal Application. All present and future recorded owners in the Properties, whether one or more persons or entities, of the fee simple title to any residential lot which is part of the Properties ("Lot"), including contract sellers, but excluding those having such interest merely as security for the performance of an obligation (the "Owner"), any other person that might use the property or facilities owned/managed by the Corporation in any manner, are subject to the regulations set forth in these Bylaws and the Covenants. The mere acquisition of any Lot within the Properties or the mere act of occupancy of any Lot within the Properties will signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE II – VOTING, QUORUM, PROXIES

2.1 Voting. In accordance with the Articles and the Covenants, each Shareholder shall be entitled to one (1) vote per Lot owned, as such number is set forth in the Covenants.

2.2 Quorum. Subject to Idaho Code §§ 30-30-505 and 30-30-511, except as otherwise provided in these Bylaws, the Articles, or the Covenants, the presence in person or by proxy of Shareholders representing more than fifty-one percent (51%) of the total votes of the Corporation shall constitute a quorum. The Shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment. Unless fifty-one percent (51%) or more of the voting power is present in person, by proxy, by mailed written ballot, by absentee ballot, or by means of remote communication to the extent authorized by the Board of Directors, the only matters that may be voted upon at an annual or regular meeting of members are those matters that are described in the meeting notice. If any meeting cannot be held because a quorum is not present, the Shareholders present may adjourn the meeting to a time not less than five (5) days or more than thirty (30) days from the time the original meeting was scheduled, without notice other than announcement at the meeting. At such second meeting, the presence of Shareholders

**BYLAWS OF THE
BRIDGETOWER HOMEOWNER'S ASSOCIATION, INC.**

representing no less than thirty percent (30%) of the total voting power of the Corporation shall constitute a quorum.

2.3 Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Corporation's secretary before the commencement of the first meeting in which the proxy holder is entitled to attend. Every proxy shall be revocable at the pleasure of the Shareholder who executed the proxy and shall automatically cease after completion of the meeting of which the proxy was filed. In no event shall a proxy be valid after three (3) months from the date of its execution.

2.4 Written Consent. Unless otherwise required by the Articles of Incorporation, these Bylaws, or by the laws of the State of Idaho, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof, or at any meeting of the Shareholders, may be taken without a meeting if a written consent thereto signed by all members of the Board of Directors which shall be filed with the minutes of the proceedings of the Board of Directors, or of such committee, or of the Shareholders.

ARTICLE III – ADMINISTRATION

3.1 Responsibilities. The Corporation shall have the responsibility of administering the Properties, including, without limitation, all real property owned by the Corporation for the common use and enjoyment of the Owners (the "**Common Area**"), approving the annual budget, establishing and collecting all Assessments, if any, and may arrange for the management of the same pursuant to an agreement containing provisions relating to the duties, obligations, removal and compensation of a manager of the Properties. Except as otherwise provided, decisions and resolutions of the Corporation shall require an affirmative vote of a majority of the Shareholders present at an annual or special meeting, of the Corporation at which a quorum is present.

3.2 Place of Meetings. Meetings of the Corporation shall be held at the Properties or such other suitable place as close to the Properties as practicable in Meridian, Idaho, Ada County, including being held via an online service (e.g., Zoom), as may be designated by the Corporation's board of directors (hereinafter "**Board of Directors**" or "**Directors**").

3.3 Annual Meetings. Regular annual meetings of the Shareholders shall be held, pursuant to Idaho Code §30-30-501, during the first quarter of each year. At each annual meeting there shall be elected by ballot of the Shareholders representing a quorum a Board of Directors in accordance with the requirements of these Bylaws. In the event that an annual meeting is not held or the Directors are not elected at such annual meeting, for any reason including the lack of a quorum the Directors may be elected at any special meeting held for that purpose or appointed by the then current Directors as set forth in Idaho Code §30-30-604(1). The Shareholders may also transact such other business of the Corporation as may properly come before them at any such annual meeting.

3.4 Special Meetings. It shall be the duty of the Corporation's President to call a special meeting of the Corporation as directed by resolution of the Board of Directors, or upon a petition signed by Shareholders representing sixty percent (60%) of all the votes of the Corporation. The notice of all special meetings shall be given as provided in Section 3.5 of these Bylaws and shall state the nature of the business to be undertaken. No business shall be transacted

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at a special meeting except as stated in the notice, unless by consent of the Shareholders representing sixty percent (60%) or more of the total voting power in the Corporation, either in person or by proxy.

3.5 Notice of Meetings. It shall be the duty of the Corporation's secretary to provide notice of each annual or special meeting, of the Corporation, stating the purpose thereof as well as the day, hour and place where such meeting is to be held, to each Shareholder of record, at least ten (10) but not more than thirty (30) days prior to such meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. The notice shall be considered notice served, after said notice has been deposited in a regular depository of the United States mail if by mail or once sent if by email, to a verified email address provided by the Shareholder. If no address has been furnished to the Corporation's secretary, notice shall be deemed to have been given to a Shareholder if posted in a conspicuous place on the Properties, or by any other method set forth in the Covenants.

3.6 Order of Business. The order of business at all meetings shall be as follows: (a) roll call and sign in to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors; (g) unfinished business and (h) new business.

3.7 Action Without Meeting. Any action, which under the provisions of the Idaho Nonprofit Corporation Act or these By Laws which may be taken at a meeting of the Corporation, may also be taken without a meeting if authorized in writing signed by all of the Shareholders who would be entitled to vote at a meeting for such purpose, and filed with the Corporation's secretary. Electronic signatures, in a form acceptable to the Board of Directors, shall be evidence of written authorization. Any action so approved shall have the same effect as though taken at a meeting of the Shareholders.

3.8 Consent of Absentees. The transactions of any meeting of the Corporation, either annual or special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if either before or after the meeting each of the Shareholders not present in person or by proxy signed a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made part of the minutes of the meeting.

3.9 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings, when signed by the Corporation's President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE IV - BOARD OF DIRECTORS

4.1 Number and Qualification. The Properties, business, and affairs of the Corporation shall be governed and managed by a Board of Directors composed of at least three (3) persons. The Directors will be Shareholders of the Corporation. Directors shall not receive any salary or other compensation for their services as Directors; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Corporation in some other

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capacity and receiving compensation therefor.

4.2 Powers and Duties. The Board of Directors has the powers and duties necessary for the administration of the affairs of the Corporation, as more fully set forth in the Covenants, and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done exclusively by the Owners.

4.3 Special Powers and Duties. Without prejudice to such foregoing general powers and duties, and such powers and duties as set forth in the Covenants, the Board of Directors is vested with, and responsible for, the following powers and duties:

4.3.1 To select, appoint and remove all officers, agents, and employees of the Corporation, to prescribe such powers and duties for them as may be consistent with law, with the Articles, the Covenants, and these Bylaws; to fix their compensation, if any, and to require from them security for faithful service when deemed advisable by the Board of Directors;

4.3.2 To conduct, manage and control the affairs and business of the Corporation, and to make and enforce such rules and regulations therefor consistent with law, with the Articles, the Covenants, and these Bylaws, as the Board of Directors may deem necessary or advisable;

4.3.3 To change the principal office for the transaction of the business of the Corporation from one location to another within the County of Ada, State of Idaho, as provided in Section 1.1 hereof; to designate any place within Ada County for the holding of any annual or special meeting or meetings of the Corporation consistent with the provisions of Section 3.2 hereof;

4.3.4 Subject to the approval of sixty percent (60%) of the Shareholders of the Corporation, to borrow money and to incur indebtedness for the purposes of the Corporation, and to cause to be executed and delivered therefor, in the Corporation's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidence of debt and securities therefor; subject, however, to the limitations set forth in the Articles and the Covenants;

4.3.5 To fix and collect, from time to time, Assessments upon the Shareholders on behalf of itself, as provided in the Covenants; provided, however, that such Assessments shall be fixed and levied only to provide for the payment of the expenses of the Corporation, and of the taxes and assessments upon real or personal property owned, managed, leased, controlled or occupied by the Corporation, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Corporation for the general benefit and welfare of the Corporation's Shareholders, in accordance with the provisions of the Covenants. The Board of Directors is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided, adequate reserves pursuant to the Covenants. Such Assessments shall be fixed in accordance with the provisions of the Covenants. Should any Shareholder fail to pay such Assessments before delinquency, the Board of Directors in its discretion, is authorized to enforce the payment of such delinquent Assessments as provided in the Covenants;

4.3.6 To enforce the provisions of the Covenants, the Articles, these Bylaws or

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other agreements of the Corporation;

4.3.7 To fix, determine and name from time to time, if necessary or advisable, the public agency, fund, foundation or corporation which is then or there organized or operated for charitable purposes, to which the assets of this Corporation may be distributed upon liquidation or dissolution according to the Articles; and

4.3.8 To adopt, amend, and repeal by the affirmative vote of seventy-five percent (75%) of Shareholders, rules and regulations as to the Corporation deemed reasonable and necessary.

4.4 Election, Nomination and Term of Office. An initial board of three (3) directors shall be selected and designated by the Incorporators with one director serving 3 years, one director serving 2 years and the remaining director serving 1 year. Thereafter, new directors shall be appointed, subject to Sections 2.2 and 3.3, or elected individually by written ballot by a majority of Shareholders representing a quorum present in person or by proxy at such meeting as provided in these Bylaws. After the initial term, as set forth in these Bylaws, the term of the Directors shall be for three (3) years. Each Director shall hold office until a successor has been elected or until death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a Director may be re-elected and/or reappointed as applicable, and there shall be no limitation on the number of terms during which a director may serve.

4.5 Dispute Resolution. In the event the Shareholders are unable to elect a Director as a result of a tie in the vote by the Shareholders and such tie is not resolved through a re-vote or through negotiation, then a Shareholder may seek relief by bringing an action in the Ada County District Court, State of Idaho, requesting that the District Court appoint an independent Director or Directors. Upon the appointment of a Director by the District Court, such Director shall have all the powers and duties contained in these Bylaws, the Articles, and the Covenants. The independent Director appointed by the District Court shall be paid reasonable compensation by the Corporation for the services rendered.

4.6 Books and Financial Statements. The Board of Directors shall cause to be maintained at its principal place of business all books, records, property documents, and financial statements required by the Covenants for a period of five (5) years.

4.7 Vacancies. Vacancies in the Board of Directors caused by any reason shall be filled by the affirmative vote of a majority of the remaining Board of Directors, and each person so elected or appointed shall be a Director until a successor is elected. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal, or judicial adjudication of mental incompetence of any Director, or in the case the full number of authorized Directors are not elected at any meeting at which such election is to take place.

4.8 Removal of Directors. At any regular or special meeting of the Corporation, duly called, a Director may be removed with or without cause by the affirmative vote sixty percent (60%) or more of the votes by Shareholders, and a successor may then and there be elected or appointed, as the case may be, to fill the vacancy thus created provided such person is otherwise qualified under these Bylaws. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

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4.9 Organization Meeting. The first regular meeting of the newly elected Board of Directors shall be held within thirty (30) days of the election of the Board of Directors, at such place as shall be fixed and announced by the Directors subsequent to said Directors' election, for the purpose of organization, election of officers, and the transaction of other business. No notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a quorum of the Board of Directors shall be present.

4.10 Other Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as may be fixed from time to time by resolution of the Board of Directors. Should said meeting fall upon a legal holiday or a Saturday or Sunday, then that meeting shall be held at the same time on the next day which is not a legal holiday or a Saturday or Sunday. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, email, telephone or fax, at least three (3) days prior to the day named for such meetings, unless the time and place of such meetings is announced at the organization meeting, in which case such notice of other regular meetings shall not be required. Regular meetings of the Board of Directors may be held via an online service (e.g., Zoom).

4.11 Special Meetings. Special meetings of the Board of Directors may be called by the President, or, if the President is absent or refuses to act, by the Vice President (if any), or by any Director. At least three (3) days' notice shall be given to each Director, personally or by email, mail, telephone or fax, which notice shall state the time, place (as hereinabove provided) and the purpose of the meeting. If served by mail, each such notice shall be sent, postage prepaid, to the address reflected on the records of the Corporation, and shall be deemed given, if not actually received earlier, at 5:00 o'clock p.m. on the second day after it is deposited in a regular depository of the United States mail as provided herein. Whenever any Director has been absent from any special meeting of the Board of Directors, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such Director, as required by law and as provided herein.

4.12 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be waiver of notice by that Director of the time and place thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Directors not present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Corporation or made a part of the minutes of the meeting.

4.13 Quorum and Adjournment. Except as otherwise expressly provided herein, at all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

4.14 Voting. Each Director, when acting in his or her capacity as a Director of the Board of Directors, shall have one (1) vote.

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4.15 Action Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the vote or written consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V - OFFICERS

5.1 Designation. The principal officers of the Corporation shall be a President, a Secretary, and a Treasurer (only the secretary and treasurer may be the same individual), all of whom shall be appointed by the affirmative vote of sixty percent (60%) of the Board of Directors. The Board of Directors may appoint an assistant treasurer and an assistant secretary, and such other officers in the Board of Directors' judgment may be necessary. One person may hold two or more offices, except the same person cannot hold the offices of President and Secretary concurrently.

5.2 Removal of Officers. Upon an affirmative vote of sixty percent (60%) of the Board of Directors, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board of Directors called for such purpose. Any officer may resign at any time by giving written notice to the Board of Directors of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board of Directors shall not be necessary to make it effective. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

5.3 Compensation. Officers shall not receive compensation. Agents, and employees may receive such reasonable compensation for their services as may be authorized or ratified by an affirmative vote of sixty percent (60%) of the Shareholders. Appointment of any officer, agent or employee shall not of itself create contractual rights of compensation for services performed by such an officer, agent or employee.

5.4 Special Appointment. The Board of Directors may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

5.5 President. The president shall be the chief executive officer of the Corporation and must be a Shareholder of the Corporation. The president shall preside at all meetings of the Shareholders and of the Board of Directors. The president shall have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation. The President shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business of the Corporation. The President shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

5.6 Secretary. The Secretary shall record the votes and keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Corporation at the principal office of the Corporation and such other place(s) as the Board of Directors may order. The Secretary shall keep the seal of the Corporation, if any, in safe custody and shall have charge of such books and papers as the Board of Directors may direct, and the Secretary shall, in general,

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perform all the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notices of meetings of the Shareholders and of the Board of Directors required by these Bylaws or by law to be given. The Secretary shall maintain a book of record Owners within the Property, and any person in possession of a Lot within the Property that is not an Owner, listing the names and addresses of the Owners, and any person in possession of a Lot that is not an Owner, as furnished to the Corporation and such book shall be changed only at such time as satisfactory evidence of a change in ownership of a Lot within the Property is presented to the Secretary. The Secretary shall perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

5.7 Treasurer. The Treasurer shall have responsibility for the Corporation's funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts of the Property and any Common Area, any tax records and business transactions of the Corporation including accounts of all assets, liabilities, receipts, and disbursements, all in books belonging to the Corporation. The treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. The treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors in accordance with the Covenants, shall render to the President and Directors upon request, an account of all transactions as treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

ARTICLE VI

6.1 Management of the Corporation. Shareholders specifically understand and agree that the general management of the Corporation shall be provided by a professional management company (the "Manager").

6.1.1 The initial Manager shall be Corporation Management, Inc. A replacement Manager shall require the affirmative vote of seventy percent (70%) of the Shareholders. In the management of the affairs of the Corporation, Shareholders shall not have the right to vote on specific business matters that are part of the Manager's duties, nor otherwise direct the Manager of the Corporation in any business respect. Notwithstanding the foregoing, all Shareholders have the right to vote on any of the following matters and when a right to vote is applicable, then a majority of votes cast by all Shareholders shall control as to:

- (a) The sale, exchange, or disposition of all, or substantially all, of the assets of the Corporation;
- (b) The making of any capital expenditure of more than \$30,000.00;
- (c) The removal of Officers;
- (d) Any amendment to the Covenants, Articles, or these Bylaws.

6.2 Assessments and Budget.

6.2.1 Budget and assessment amounts shall be reviewed and approved annually by the Board of Directors and ratified by a majority of Shareholders in conformance with the

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voting requirements set forth in this Agreement and shall be based on the proposed budget provided by the Manager pursuant to Section 7.1(a) (the "Budget").

6.2.2 At least thirty (30) days prior to each annual meeting the Board of Directors shall approve and forward to the Shareholders a copy of an approved and proposed Budget. The Shareholders shall have until the next annual meeting to approve or reject the proposed Budget. Each Shareholder shall be deemed to have approved the Budget unless such shareholder provides the Corporation, pursuant to any Notice requirements set forth herein, a written objection prior to the annual meeting or a negative vote during the annual meeting if a quorum is present. If no quorum is present at the annual meeting the Budget shall be deemed approved and ratified.

6.2.3 All Shareholders are obligated to pay, in accordance with the provisions of the Covenants, all Assessments levied by the Corporation to meet all expenses of the Corporation, which may include, without limitation, a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of fire, earthquake or other hazard, as more fully provided in these Bylaws.

6.2.4 All delinquent Assessments shall be enforced, collected or foreclosed in the manner provided in the Covenants.

6.3 Maintenance and Repair.

6.3.1 Every Shareholder must perform promptly, at the Shareholder's sole cost and expense, all maintenance and repair work on such Shareholder's Lot as required under the provisions of the Covenants.

6.3.2 As further provided in the Covenants, each Shareholder shall reimburse the Corporation for any expenditures incurred in repairing or replacing any portion of Common Area, which is damaged through the fault of a Shareholder or a Shareholder's tenant, and each Shareholder shall promptly reimburse the Corporation for the costs of repairing, replacing and/or maintaining that portion of the Common Area, which the Corporation has repaired, replaced, or maintained pursuant to the Covenants. Such expenditures shall include all court costs and reasonable attorneys' fees and costs incurred in enforcing any provision of these Bylaws or the Covenants.

ARTICLE VII – MANAGEMENT

7.1 Management Rights. Subject to the provisions of these Bylaws, the business of the Corporation shall be conducted by the Manager, and all general management of the Corporation shall be vested in the Manager. The Manager shall have the power and authority to take the following actions on behalf of the Corporation:

(a) To budget for (at least annually) the generally anticipated operational expenses of the Corporation; to determine reasonable assessments and assess all Shareholders according to the terms and conditions of the Covenants; to collect and account for assessments from Shareholders according to the terms and conditions of the Covenants, and to pay all lawful expenses incurred by the Corporation.

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(b) The institution, prosecution, or defense of any proceeding in the Corporation's name.

(c) The acquisition of personal property necessary for the operations of the Corporation. The fact that the Manager is directly or indirectly afflicted or connected with the vendor shall not prohibit the Manager from dealing with the vendor.

(d) Enter into contracts and guaranties; incur liabilities on behalf of the Corporation.

(e) Procure policies of liability and other insurance to protect the Corporation's property, the Manager, its agents and the business of the Corporation.

(f) Establish, on behalf of the Corporation, bank accounts to deposit Shareholder assessments and from which to make Corporation expense disbursements, including the right to earn interest on those accounts to defray Corporation expenses.

(g) Make necessary or desirable capital expenditure(s) not in excess of \$30,000.00.

(h) Employ accountants, legal counsel, or other experts to perform services for the Corporation, and to compensate them from Corporation funds.

(i) Undertake all other acts as may be necessary or appropriate to carry out the Corporation's business purpose.

7.2 Certain Powers of Manager and Restrictions on Authority of the Manager. Notwithstanding subsection 7.1 of this Article, the Manager shall not have the right to, and shall not pursue action on any of the following:

(a) Cause the Corporation to voluntarily initiate a proceeding under which the Corporation would become a Debtor under the United States Bankruptcy Code.

(b) Change the purpose of the Corporation's existence.

(c) Take any action which would make it impossible to fulfill the purpose of the Corporation.

(d) Take any action in violation of this Agreement.

7.3 Liability of Manager. Manager shall not be personally liable for the liabilities of the Corporation created for the benefit of the Corporation, nor for any ordinary act of malfeasance or negligence; but shall be personally liable to the Corporation for any act of gross negligence, recklessness, intentional misconduct or knowingly violating the law. The failure of the Corporation to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under these Bylaws, shall not be grounds for imposing personal liability on the Manager for liabilities of the Corporation.

7.4 Authority of Manager to Bind the Corporation. The Manager shall have the authority to bind the Corporation.

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7.5 Compensation of Manager. The Manager shall be reimbursed for all reasonable expenses incurred on behalf of the Corporation and shall be entitled to reasonable compensation in an amount to be determined from time to time by the Board of Directors.

7.6 Standard of Care of Manager. The Manager shall generally perform its duties in a businesslike manner and shall discharge its duties to the Corporation, refraining from conduct which is grossly negligent, reckless, or intentionally in violation of the law. In discharging its duties, the Manager shall be fully protected in relying in good faith upon the records of the Corporation, and upon such information, opinions, reports, or statements by any of its agents and advisors as to matters the Manager reasonably believes are within such other person's professional or expert competence, and who has been selected with reasonable care by or on behalf of the Corporation, or by its Manager, including information, opinions, reports or statements of the Corporation.

ARTICLE VIII - AMENDMENTS TO BYLAWS

These Bylaws may be amended by the Corporation at an annual meeting or at a duly constituted meeting of the Shareholders for such purpose as provided in the Articles. No amendment to these Bylaws shall take effect unless such amendment has been approved by the Shareholders and ratified by the affirmative votes of seventy-five percent (75%) of the total voting power of the Shareholders.

ARTICLE IX - MEANING OF TERMS

Except as otherwise defined herein, all terms herein initially capitalized shall have the same meanings as are ascribed to such terms in the Covenants including, without limitation, "Assessments", "Common Area", "Covenants", "Improvements", "Articles", "Corporation", "Bylaws", "Shareholder", "Owner", "Property", and "Lot".

ARTICLE X - CONFLICTING PROVISIONS

In case any of these Bylaw's conflict with any provisions of the laws of the State of Idaho, such conflicting Bylaws shall be null and void upon final court determination to such effect, but all other Bylaws shall remain in full force and effect. In case of any conflict between the Articles and these Bylaws the Articles control; and in the case of any conflict between the Covenants and these Bylaws, the Bylaws shall control.

ARTICLE XI - INDEMNIFICATION AND INSURANCE

11.1 Certain Definitions. For the purposes of this Article XI, "agent" means any person who is or was a Director, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, or was a Director, officer, employee or agent of a corporation which was a predecessor corporation of the Corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes, without limitation, attorneys' fees and costs and any expenses of establishing a right to indemnification.

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11.2 Indemnification. This Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this Corporation to procure a judgment in its favor) by reasons of the fact that such person is or was an agent of this Corporation, against expenses (including, without limitation, attorneys' fees), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the persons reasonably believed to be in or not opposed to the best interests of the Corporation or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation in the performance of such person's duty to the Corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall deem proper.

11.3 Determination of Standard of Conduct. Any indemnification under this Article 10 shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 10.2, as determined by:

11.3.1 A majority vote of a quorum of Shareholders who are not parties to such proceeding;

11.3.2 Approval or ratification by the affirmative vote of a majority of the total voting power of the Corporation at a duly held meeting of the Corporation at which a quorum is present;

11.3.3 The court in which such proceeding is or was pending, upon application made by the Corporation or the agent or the attorney or other persons rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the Corporation; or

11.3.4 Independent legal counsel in written opinion, engaged at the direction of a quorum of disinterested Directors.

11.4 Advancing Expenses. Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article 10.

11.5 Extent and Limitations of Indemnifications. No indemnification or advance shall be made under this Article 10, except as provided in Section 10.4, in any circumstance where it appears:

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11.5.1 That it would be inconsistent with a provision of the Articles, these Bylaws, a resolution of the Board of Directors or Shareholders or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred, or other amounts were paid, which prohibits or otherwise limits indemnification; or

11.5.2 That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

11.5.3 This Article 10 shall create a right of indemnification for each agent referred to in this Article 10, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article 10; and in the event of the death of such agent, whether before or after initiation of such proceeding, such right shall extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given shall not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy or otherwise.

11.6 Liability Insurance. The Corporation may purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of this Article 10.

ARTICLE XII - MISCELLANEOUS

12.1 Checks, Drafts and Documents. All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness issued in the name of or payable to the Corporation shall be signed or endorsed by such person or persons, and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

12.2 Execution of Documents. The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have the power or authority to bind the Corporation by any contract or engagement or to pledge the Corporation's credit or to render the Corporation liable for any purpose or in any amount.


12.3 Inspection of Bylaws, Books and Records. The Corporation shall keep in the Corporation's office for the transaction of business the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Corporation's secretary, which shall be open to inspection by the Shareholders at all reasonable times during office hours. The books, records, financial statements and papers of the Corporation shall at all times, during reasonable business hours, be subject to inspection by any Shareholder. The Covenants, Articles, Bylaws, and all other related documents shall be available for inspection by any Shareholder at the principal office of the Corporation, where copies may be purchased at reasonable cost.

12.4 Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of December of every year except that the first fiscal year shall begin on

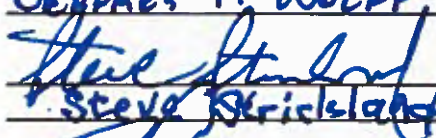
**BYLAWS OF THE
BRIDGETOWER HOMEOWNER'S ASSOCIATION, INC.**

the date of incorporation.


12.5 Shareholder Records. The Corporation shall keep and maintain in the Corporation's office for the transaction of business a book containing the name and address of each Shareholder. In the event that a married couple owns a Lot, then both of such individual's names shall be listed in the book, even though only one of them shall be deemed a Shareholder or Owner for the purposes of these Bylaws and the Covenants.



JEFFREY T. WOLFF, Incorporator



Steve Strickland, Incorporator



Jay Cramer, Incorporator

_____, Incorporator

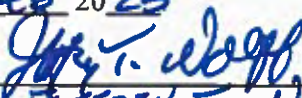
**BYLAWS OF THE
BRIDGETOWER HOMEOWNER'S ASSOCIATION, INC.**

**CONSENT OF DIRECTORS
OF THE
BRIDGETOWER HOMEOWNER'S ASSOCIATION, INC.
IN LIEU OF MEETING**


The undersigned, constituting all of the Directors of the BRIDGETOWER HOMEOWNER'S ASSOCIATION, INC., an Idaho nonprofit corporation (the "Corporation"), do hereby consent to, adopt and approve in writing the following corporate action without a meeting in accordance with the provisions of the general nonprofit corporation laws of the State of Idaho:

RESOLVED, that the above and foregoing Bylaws are hereby duly adopted as the bylaws of the Corporation and that the same do now constitute the bylaws of the Corporation.


This Consent of Directors of the Bridgetower Homeowner's Association, Inc. in Lieu of Meeting shall be effective the 21 day of Feb 20 23



JEFFREY F. WOLFF, Director



Steve Strickland, Director



Joe Gruber, Director


**BYLAWS OF THE
BRIDGETOWER HOMEOWNER'S ASSOCIATION, INC.**

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of the Bridgetower Homeowner's Association, Inc., an Idaho nonprofit corporation; and
2. The foregoing Bylaws, comprising thirteen (13) pages including this page, constitute the Bylaws of the Bridgetower Homeowner's Association, Inc., and were duly adopted by the Board of Directors pursuant to that "Consent of Directors of the Bridgetower Homeowner's Association, Inc. in Lieu of Meeting" dated effective the 21 day of Feb 2023

IN WITNESS WHEREOF, I have hereunto subscribed my hand and attest the act of the Corporation effective the 21 day of Feb 2023



JEFFREY T. WOLFF, Secretary

Simonds et al v. Bridgetower LLC:

Complaint for Declaratory Judgement

EXHIBIT R

1 page following:

Bridgetower LLC 2023 Statement of Dissolution



0005122495



STATE OF IDAHO
Office of the secretary of state, Phil McGrane
STATEMENT OF DISSOLUTION LIMITED LIABILITY COMPANY

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$0.00

For Office Use Only

-FILED-

File #: 0005122495

Date Filed: 2/22/2023 2:22:00 PM

Statement of Dissolution (LLC or PLLC)	
Select one: Standard, Expedited or Same Day Service (see descriptions below)	Standard (filing fee \$0)
1. The name of the limited liability company is: BRIDGETOWER OWNERS ASSOCIATION, LLC	
The file number of this entity on the records of the Idaho Secretary of State is:	0000067019
2. The date the certificate of organization was originally filed is: 01/09/2002	
3. Other information concerning the dissolution (optional):	
4. Effective Date The dissolution shall be effective when filed with the Secretary of State.	
5. Name and address to return acknowledgment copy of this form to (if submitted by mail):	
Name of individual or organization	ELC Legal Services, LLC
Address	Erika K. Melanson 3142 W BELLTOWER DR MERIDIAN, ID 83646-4882
The Statement of Dissolution must be signed by a manager, member, or authorized person.	
<i>Steve Strickland</i>	<u>02/22/2023</u>
Sign Here	Date
Job Title: Member	

B0780-1702 02/22/2023 2:22 PM Received by Office of the Idaho Secretary of State


Simonds et al v. Bridgetower LLC:

Complaint for Declaratory Judgement

EXHIBIT S

8 pages following:

Bridgetower LLC/ AMI February 2023 Email Update

From: AMI Email_Alert@calibersoftware.email 
Subject: Bridgetower February Email Update
Date: February 2, 2023 at 4:14 PM
To: Adam Simonds simonds_25@msn.com

Bridgetower Homeowners,

Attached is the February Email Update. Please take time out of your busy day to review this month's information.

Have a great day,

Tami and Mark
Your Bridgetower Community Managers

Feb 23 BT Email
Update.pdf

Bridgetower

February 2023 Email Update

2023 Bridgetower Annual Meeting

The 2023 Bridgetower Annual Meeting will be held on 23 February, 6pm at the Sawtooth Middle School, 3730 N Linder Rd, Meridian ID in the cafeteria. If you have an item of business for this meeting, please submit it by Monday, February 13th, 2023, to AMI, 3140 W Belltower Drive Meridian, Idaho 83646 or email it to bridgetower@amihome.net . There will also be an Open Forum for items to be discussed.

We would like to have every homeowner attend the meeting. However, if you cannot attend, you can give your proxy to a neighbor who will be attending, or you can write in “Advisory Committee Member” and email, mail or drop off your proxy at the AMI office, 3140 W Belltower Dr.



2023 Assessment Increase

After the 2023 Assessment increase letter was sent out, we had approximately a dozen inquiries on why such an increase? We provided each inquiry with additional information. We thought we would share this additional information to all homeowner to explain the need for the assessment increase.

Reserve Study Update

The reserve study update was completed late November which analyzed the HOA’s financials and the physical condition of the Bridgetower property. The study recommended an increase in assessments by using two calculation methods. The two methods recommended a \$62 or \$130 a quarter assessment increase. AMI and the Advisory Committee decided to go with \$50.

In the Community

Last Assessment Increase:

The Bridgetower basic assessment of \$150 was set sometime before 2009. I think you would agree that things have become more expensive over the past 13 years since the last increase. There was a \$10 irrigation quarterly 2017. This was the Irrigation fee that increased was \$30 to \$40 a quarter. This is not considered part of the basic assessment.

Also, there have been increases in the Villa Rosa and Verona 2 sub-communities in the past years. However, these fees cover the snow removal and landscaping costs that have also increased. This only affects 77 homeowners in Bridgetower.

Aging Community:

Bridgetower is now over 20 years old. As it ages things need to be replaced or repaired. We have seen an increase of items breaking down. The pools, irrigation system, clubhouse, all the amenities need attention. Asphalt areas need a new seal coat. The Irrigation pumps and the overall system needs maintenance and upgrades.

One example this past year, after 20 years the fresh water well pump stopped operating. This alone was a \$18,000 repair, however the good news it should be good for another 20 years. Included in this month's Email Update, there is an article explaining the recent decision to have a \$68,000 upgrade to the irrigation system to ensure water for the Summer Season. Another expense are the shrubs and trees aging. We are seeing many more shrubs dying. As the trees grow, it cost more to maintain. There are more to trim and more to haul away.

World Events (Outside of the Communities Control)

Work Force:

Employment issues have increased pay over the past 2 year (if you could find workers). Competition for workers in the valley, with the building boom has driven up wages. This affects the landscaping team, pool companies, cleaning companies, and everyone that comes into Bridgetower to provide service. I'm sure these company's attempt try to absorb some of the cost, however, at some point they must pass on the cost to the HOA. One small example is the person mowing the common areas used to be paid \$10 an hour. During these past Summers they are being paid \$16 to \$20 if the company could find someone. It has been hard to find and keep good workers.

Fossil Fuel Costs:

Fuel for all the landscape machinery, and to power their vehicles has driven up costs. Any vendor who drives into Bridgetower to provide services, must make up for the increase in fuel prices. High fuel prices hit everyone, and that includes anyone that provides service to Bridgetower.

Petroleum products are used in many items and is a big part of our many asphalt paths, which we will hold off resealing until prices go down.

Natural Gas (Nat Gas) costs have increased in the past few years. Nat Gas is used as a raw material, and in the production for nitrogen fertilizer production. The cost of basic fertilizer has nearly doubled in the past two years. General power cost such as electricity, Nat Gas to heat the pools, clubhouse, lighting the facilities and powering the irrigation pump station has cost more over the past few years. Currently Nat Gas prices have fallen, and we hope this continues.

Inflation:

Basic inflation drives up the cost of wages, products, and services. Specialize irrigation parts have easily gone up 50% to 100% in the past two years.

Pool Chemicals:

Pool chemicals have dramatically increased in the past 3 years. There has been a shortage due to a plant burning down and the competition for the products. We are hoping this situation will improve.

These are many of the major reasons why the assessment was raised. As cost were increasing, dollars were used from the reserve fund. It's time to replenish the reserve fund. We want to keep Bridgetower financially healthy, looking great, and home values up!

Please if you have questions concerning any of these issues, contact us, we would be happy to provide additional information.

Pump Station Upgrade

AMI and your Advisory Committee have been working for the past 7 months on the irrigation pump station upgrade project. This project was started last Summer when the pump station was unexpectedly shutting down on several occasions. This is a critical issue when we have over 950 homeowners, 60 acres of HOA common area, and commercial customers all depending on irrigation water. This system has providing service for over 20 years. Reliable irrigation water is something we have taken for granted in Bridgetower. It was decided it was time to explore a thorough upgrade of the system.

Two of your advisory committee members have years of experience in landscaping service which includes all type of irrigation systems. They were a very valuable resource during the project along with A to Z. Ken Cumpton of A to Z played an advisory role in the upgrade decision. Ken was here when the entire system was put in and Ken's company has operated, monitored, and recommended repairs for the past 20 years. He helped answer technical question through the 7-month process. Ken has worked with both companies bidding the project over the past 20 years. With our newest advisory committee member, Tami and Mark are learning everyday about the system, but served to orchestrate the project and find answers to the many questions that came up over the time period.

Bids were requested in late Summer for a basic pump/turbine upgrade. Both companies are familiar with the Bridgetower pump station, and one company did the original install. The request was to examine all pumps and underwater parts for wear and tear and to repair or

replace all parts as necessary. Bearings will be examined and replaced if needed. A leak that has developed in two of the pumps will be repaired.

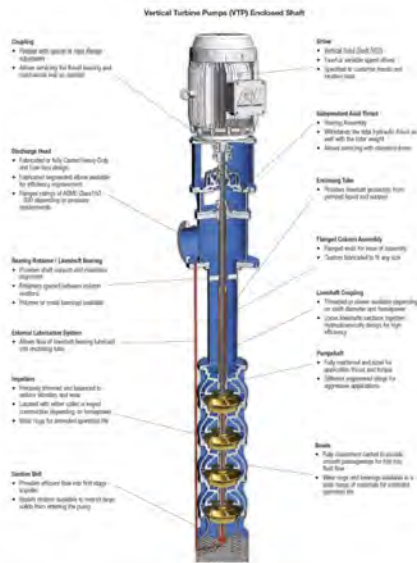
The first estimate is \$107,729.13. It was a very thorough replacement of all system parts. The bid included remote monitoring of the system which added to the cost. The second company bid was \$67,820.94. They would not replace as many parts in the pump station, but they would examine all parts that were the most subject to wear. Both bids included adding variable frequency drives to each of the 4 independent pumps. The drives will allow the turbines to spin up slowly when switched on, to cut down on wear and tear.

With the two 4 pump upgrade bids the Advisory Committee also considered the option of upgrading two pumps in 2023 and then upgrading the other two pumps in 2024. The hope was to save some funds in 2023. However, the bids showed that it would cost thousands more to upgrade two at a time. A decision was made to continue with the 4-pump upgrade option. There is an urgency for a decision so this project could get into upgrade companies' queue of work. This is upgrade/remanufacturing season in the valley for these companies. They will be extremely busy repairing numerous pump systems from other HOAs, farmers, and the major irrigation companies. We need to have the work completed before 15 April when we expect irrigation water to be available. This is a very important project for Bridgetower.

The committee decided to go with the \$67,820.94 upgrade bid.

Photos below show the 4 pumps that supply water to the Bridgetower customers and how all the major parts will be removed from the pump station during this upgrade. The other photo shows the removal of the lower part/turbine that had broken mid-season a few years ago. A roof section of the pump station will be removed and each of the pumps and lower section will be lifted out by a crane. Also shown is an illustration of the vertical turbine that will be rebuilt. We will keep you updated on the project.





This is just one example of AMI and your advisory Committee working together to come up with the best solution for the community.

Property Marker Hazard

In the Bridgetower sidewalks we have property pins that mark property lines. During the winter freezing and thawing cycle, the pins will work up out of the concrete and cause a tripping hazard. If you see any of these pins sticking up, please take a photo with some background to provide the locate of the pin along with a street location. Send the information to bridgetower@amihome.net. We will have it fixed. We have had some serious pedestrian falls in the past. Thanks to the homeowner who contacted us concerning this pin.



Verona Street Entrance Lights

New lighting has been installed at the three entrances at W McMillan Rd, W Milano Dr, and W Malta Dr. This will help motorists see the entrances at night and during inclement weather. For some unknown reason these entrances were never lit by the developer. We are always trying to find ways to improve the neighborhood.



New Bridgetower Committees

If you are interested in joining the CC&R Review Committee or the Exterior Paint Committee, please contact us at bridgetower@amihome.net. The committees are now being formed.

Villa Rosa and Verona 2

There is still confusion concerning the two Bridgetower sub-communities Villa Rosa, 57 homes and Verona 2, 20 homes. They have additional governing documents along with the greater Bridgetower governing documents. They were setup many years ago by the developer to provide additional services for the homeowners. These two communities pay the Bridgetower quarterly assessment of \$200 and homeowners have access to all the Bridgetower amenities. The homeowners pay and receive other services. Villa Rosa homeowners receive landscaping at their homes along with snow removal in the winter. Verona 2 receives landscaping only. Both communities pay additional fees for these services.

Dam Builders are Back

The dam on the White Drain by the large pool continues to grow. A homeowner reported two older teens moving the boulders into the stream. The homeowner is an older gentleman who did not want to confront the kids due to their size. If you witness such activity, please call our

office or the emergency line. Photos may help to identify them. This is considered vandalism due to the cost to the HOA to have it all removed and reset on the banks.



We hope you found the February Update informative. We are looking forward to our annual meeting and hope to see you there.

If you have any questions concerning any of the content in this update or any other issues, please email us at bridgetower@amihome.net . We want an open line of communication with the homeowners.

Tami and Mark
Your Bridgetower Community Managers


Simonds et al v. Bridgetower LLC:

Complaint for Declaratory Judgement

EXHIBIT T

7 pages following:

Bridgetower LLC/ AMI March 2023 Email Update

From: AMI Email_Alert@calibersoftware.email 
Subject: March Bridgetower Email Update
Date: March 3, 2023 at 2:36 PM
To: Adam Simonds simonds_25@msn.com

Bridgetower Homeowners,
Attached is the March Bridgetower Email Update. Please take time to read or review the document. This is our best method to communicate with the homeowners on what's happening in Bridgetower.

We can always be reached at bridgetower@amihome.net .

Everyone have a great weekend,

Tami and Mark
Your Bridgetower Community Managers

Mar 23 BT Email
Update.pdf

Bridgetower

March 2023 Email Update

2023 Bridgetower Annual Meeting

The 2023 Bridgetower Annual Meeting was held on 23 February at Sawtooth Middle School. We'd like to thank everyone that attended. It was a great turnout with over 150 members in attending. The financials and last year's projects were presented to the group. For those of you unable to join us, the meeting presentation has been uploaded to the AMI Portal. We also created a separate detailed Project Presentation document with all the notes and placed it on the Portal (*2023 Annual Meeting Project Slides with Notes*). Homeowners can see all the projects that have been completed or planned in 2022 and 2023, along with costs. Often people ask, 'Where does our money go?'. This presentation provides many answers to that question. If you have any other questions or concerns after reading through the material, please reach out to Bridgetower@amihome.net.

What has Changed with Bridgetower Management

There has been a management style change for Bridgetower. The community has transitioned from a Management-Run to Board-Run HOA Community. Through research and discussion, it was determined the LLC entity that Bridgetower was setup under by the Developer many years ago was no longer the best HOA structure. There were several issues that arose after the attorney researched it. Therefore, with a coordinated effort between AMI, the Advisory Committee, the Attorney, and the Developer, a new structure was created. As of February 23rd, the authority for all HOA decisions will now be made by the Board of Directors. There is no longer an Advisory Committee but a Board making all final decisions. This management style mirrors a majority of HOA communities in the valley. The Board of Directors are now the decision makers accountable to the homeowners.

Through negotiation with the Developer, to gain his concurrence on the change and to agree to sign a Resolution to move the process forward, he required the current Advisory Committee members be appointed the first Board members. He felt they would provide continuity and be the best selection at this time for Bridgetower to lead through this transition. The change in Management style could not have taken place without the concurrence of the developer.

Management-Run versus Board-Run HOA Community

We have been asked what is the difference between a Management-Run versus a Board-Run Community? The biggest change is the Board will make final decisions and determine the process on how to run the community. When it was Management-Ran, AMI would work with the Advisory Committee on the best decision for the community. Now, the Board will work with AMI to come up with the best decision for the Community.

It's been asked if AMI disagrees with this change? The answer is absolutely not. It's time for a Board-Run community. AMI has a great amount of confidence in the present board members,

having worked with them previously in the Community. AMI feels they will do a great job during this transitional year. Continuity cannot be over emphasized in such a large diverse community. It is a Team effort between a Management Company and an Advisory Board or a regular Board. AMI Community Managers, Tami and Mark have managed dozens of communities with all styles of Boards. Each board works differently, and AMI will adapt to the style of the new Board.

What does this mean for the homeowners? Irrigation will be available in April. The pools will open on time in May. The Spring flowers will be planted. There will be a Spring Yard Sale. The Clubhouse will be available to homeowners. The Holiday Lights will go up in time for Thanksgiving Evening. Bottomline...Things will continue as normal in Bridgetower.

HOA Representatives?

We have received complaints from some homeowners that they were contacted by someone claiming to be an HOA representative or working for the HOA. They were attempting to get contact information. This is not AMI's standard procedure. AMI has an established process to gather this type of information.

If contacted:

By Email, please look for the AMI signature block at the bottom of the email.

By Phone, get their name and call our AMI office at 208 385 9160 or email us at bridgetower@amihome.net . We will contact you if we initiated the phone call.

In Person, request their name and call AMI or email bridgetower@amihome.net .

AMI will not contact you and request your email address or phone number without confirming the conversation by referencing other information that can identify us as AMI. Also, AMI does not provide your Email Address or Phone Number to a third party.

If you ever have questions regarding the inspector, and if you see someone taking a photo of your property, please take down the license plate, make, model of the car. You can contact us to see if the inspector was in the community that day, and if not, we would direct you to contact the police.

Bridgetower Spring Yard Sale

The 2023 Bridgetower Spring Yard Sale will be held on **19 and 20 May** from 9am to 2pm each day. There is no pickup service of non-sold items scheduled on Saturday.



Irrigation Pond Sediment Removal

The sediment removal project started this past week. Sediment removal around the pump station intake valve is a yearly project. During the irrigation season the water is sucked into the pump station, sediment naturally flows to this area. Each year the sediment must be removed so there is a free flow of water into the pump station. Top layers can be removed by machine; however, the lower layer must be hand dug. There is a liner in the pond which cannot be cut or damaged.



The sediment removed from the pond must be hauled away by the crew.



This year the two large screens on the intake will be replaced with the blue screens.



2023 New Bridgetower Committees

There is still time to join the CC&R Review Committee or the Exterior Paint Committee. Thanks to everyone that signed up at the Annual Meeting. If anyone else is interested, please contact us at bridgetower@amihome.net. The Chairperson for the CC&R Review Committee is Rebecca Teets. She will be contacting the volunteers in the next few weeks. The Chairperson for the Exterior Paint Committee has not been selected at this time.

Holiday Decorations and Lights

Holiday decorations and lights should have been removed from the exterior of your homes. If you have not removed these items, please select a nice day and do it as soon as possible.

Another Hornet's Nest Remove

An observant homeowner spotted this nest above the sidewalk near the Belltower pool parking lot. It was removed and donated to Hunter Elementary's Science program.



Dam Builders Have Stopped

The dam building reported last month on the White Drain by the large pool has come to a stop. A to Z will be hired to remove the rock in the early Spring.

Spring Projects

This is a great time to start planning your Spring/Summer home projects. Paint, concrete, construction vendors are organizing their schedules for this busiest time of the year. This is a good time to start planning. The Architectural Control Committee's (ACC) workload will also double during the Spring and Summer possibly delaying approval. Setup your projects in the next 6 weeks and avoid the rush. Please contact us at bridgetower@amihome.net if you have any questions.

PUMP STATION UPGRADE

On Saturday, the 18th of February all four motors and turbines were carefully pulled by crane out of the Bridgetower pump station. The parts were hoisted up through a removable roof section and placed on flatbed trucks/trailers to be transported. Back at the shop, the motors and turbines will be dismantled, examined, parts replaced and then rebuilt. Once completed, the motors and turbines will be transported back to Bridgetower and craned into position to be reinstalled and tested. Planned completion date will be 15 April in time for Spring irrigation. The Board feels this will ensure dependable irrigation service for many years to come.



Trash Container Reversal

After consulting with our attorney and changes in the Idaho Statutes, we are no longer able to enforce trash container storage location. The attorney states that prior to July of this year the rule was enforceable, however this has change.

Meridian City Code does require that containers be moved close to the home when not out for collection. MCC 4-1-8(3)(a) states:

“Time Of Placement: Customers shall place wheeled carts containing solid waste or recyclable materials to be collected by the franchisee no later than seven o'clock (7:00) A.M. on the regularly scheduled collection day, but no sooner than twenty-four (24) hours prior thereto. Customers shall relocate their empty wheeled carts back to a location within five feet (5') of their home within twenty-four (24) hours of collection.”

We still encourage homeowners to store the containers out of sight through the week. It provides a cleaner look to the community.

Again, we want to thank everyone who attended the Annual Meeting, and we encourage everyone to support the new Board of Directors. It's not an easy job. They are all volunteers and have the best intentions for Bridgetower.

Most Communication will still come through AMI. All community wide emails will be sent out by AMI. We have the system and most current homeowner information to send out emails. Please check out the signature block of the email to know who is communicating with you.

As always, if you have any questions or comments, please contact us at bridgetower@amihome.net .

Have a great month of March,
Tami and Mark
Your Bridgetower Community Managers

Simonds et al v. Bridgetower LLC:
Complaint for Declaratory Judgement

EXHIBIT U

3 pages following:

Written Demand for Payment

&

Defendants' Response

March 15, 2023

From: Adam Simonds
1885 W Tanero St
Meridian, ID 83646
208-350-8781
acsimonds@msn.com

To: Bridgetower Owner Association LLC, c/o Association Management Inc.
3140 W Belltower Drive
Meridian, ID 83646
208-385-9650
bridgetower@amihome.net

Re: Written Demand for Payment

To Whom It May Concern:

This is a written demand for payment of an \$11,250 claim against Bridgetower Owners Association LLC (hereinafter "the Company"), as well as against its jointly and severally liable partnership and management entities. If Bridgetower Homeowners are in fact members of the Company, then this claim is owing due to the Company's breach of contract, for neglecting to convey a transferrable controlling interest in the Company's management and/or assets to said Homeowners. Alternatively, if Bridgetower Homeowners are not members of the Company, then the Company never possessed contractual or statutory authority to levy assessments against said Homeowners, rendering all such assessments invalid.

Therefore, beginning in April 2004 when this Bridgetower Homeowner first purchased a home in Bridgetower Subdivision and continuing thereafter until the present time, the Company owes to this Homeowner an amount equaling seventy-five quarterly-paid assessments, specifically \$11,250, either for the Company's breach of contract or for its invalidly-levied assessments. If such payment is not remitted within ten days, on or before March 25, 2023, then attorney's fees for potential civil action may be awarded as part of the costs of prosecuting the action.

Sincerely,



Adam C. Simonds
Bridgetower Homeowner


From: Tami Riddle triddle@amihome.net 
Subject: Re: Written Demand for Payment
Date: March 16, 2023 at 10:18 AM
To: Adam Simonds acsimonds@msn.com, Bridge Tower bridgetower@amihome.net
Cc: Mark Wetzel mwetzel@amihome.net

TR

Adam,
We are in receipt of your letter, and we have consulted with the attorney and your request has been denied

You have benefited all these years from the services and amenities for the Bridgetower Association.

Thank you,
Bridgetower Board Of Directors

Tami Riddle, CMCA 

Director of Community Managers



3140 W. Belltower Dr.
Meridian, ID 83646
(208) 385-9650

triddle@amihome.net

Business Hours: Mon – Friday 9 AM – 5 PM

AMI is always striving to provide our clients with the best customer service available. If you enjoyed your experience, please tell us your story by leaving us a review at: <https://bit.ly/3f0dPfu>

This message may contain account or other personal information intended for the addressee only. Copying or distributing this message or its attachments by persons other than the addressee is prohibited.

From: Adam Simonds <acsimonds@msn.com>
Sent: Wednesday, March 15, 2023 7:41 AM
To: Bridge Tower <bridgetower@amihome.net>
Cc: Mark Wetzel <mwetzel@amihome.net>; Tami Riddle <triddle@amihome.net>
Subject: Written Demand for Payment

Subject: Written Demand for Payment

To: Bridgetower Owners Association LLC, c/o AMI/Keystone

To Whom It May Concern:

Please see the attached Written Demand for Payment.

Sincerely,

Adam & Sara Simonds

Simonds et al v. Bridgetower LLC:


Complaint for Declaratory Judgement

EXHIBIT V

18 pages following:

Seven 2023 Defendant Email Communications:

- February 24: AMI's Annual Meeting Follow-up & Bridgetower Inc.'s BoD Introduction
- February 27: AMI and/or BoD's Requested ELC Analysis
- February 28: Homeowner's Request for Vote & AMI's Refusal
- February 28: AMI-Keystone Corporate Connection Evidence
- March 21: ELC Cease & Desist to BridgetowerHOA.com
- March 21: AMI Refusal of Homeowner's Request for Contract Showing
- March 22: AMI and/or BoD Estimation of Litigation Fees Against All Homeowners

From: AMI Team Email_Alert@calibersoftware.email 
Subject: Message from the Bridgetower Board of Directors- 2-24-2023
Date: February 24, 2023 at 4:58 PM
To: Adam Simonds simonds_25@msn.com

AT



Dear Homeowners,

We would like to thank those who attended the annual meeting last night! The association's attorney will be providing a follow up message early next week in regards to the organizational structure and subsequent meeting scheduling.

In the meantime, we'd like to take this opportunity to tell you a little about us, your newly appointed Board of Directors:

Steve Strickland: I'm an Air Force veteran. I've lived in Bridgetower for 16 years. During this time I served on the Architectural Control Committee for 15 years and on the Advisory Committee for 9 years. I owned a landscape construction business for 11 years before moving to Idaho. I enjoy volunteering my time for our community. I've been instrumental in advising on many projects during my time and sharing my expertise and knowledge of Bridgetower during the many years I served on committees.

Jeff Wolf: I have lived in Bridgetower for 8 years. I served on the ACC committee for 6 years. I was appointed to be an Advisory member when a previous committee member resigned in March of 2022. I am a retired 30-year Air Force veteran. Lived in Idaho since 1997. I enjoy helping to make appropriate decisions for the growth and keeping our neighborhood looking great. I was a Chief Master Sergeant in the Air Force and supervised many areas of the squadron which included personnel, budgets, clearances, and overall function as a Sargant.

Joe Gruber: I have lived in Bridgetower 17 years. My background is in Landscaping as I have been in this industry for the last 28 years. My expertise in the costs of the overall function of the common areas helps to ensure we are doing our due diligence in maintaining this beautiful community. I have been an advisory committee member for 5 years and I have experience with working with many HOA boards in regard to their landscape maintenance and guiding decisions for the long-term health of the community. With Landscaping being one of the largest budget line items I feel my experience will help maintain the common areas to a high standard, while also paying attention to detail for costs.

As the Board Of Directors, we will be responsible for running the operations of the association and ensuring that everything runs in a proper manner.

Please note, at last night's meeting, a homeowner proposed an adjourned meeting date of March 15th. Unfortunately, this adjournment was not in accordance with the association's Bylaws, nor was it approved by the board, and therefore is considered invalid. The attorney will provide additional guidance on this next week for those of you that may have procedural questions or concerns.

There are processes that we all must follow as board members and as homeowners. If you have questions that you would like addressed, please email: bridgetower@amihome.net so that we can help guide you through these processes. We remind you once again that social media is not an official form of communication for the association and can often provide misleading information. It is best to come to us as a board directly through AMI so that we can ensure the correct information is being distributed.

We love our community and are proud to be a part of the Bridgetower HOA.


Thank you,

Bridgetower Board of Directors

Steve Strickland

Jeff Wolf

Joe Gruber

From: AMI Email_Alert@calibersoftware.email 
Subject: Bridgetower Update; Legal Letter
Date: February 27, 2023 at 3:23 PM
To: Adam Simonds simonds_25@msn.com



Bridgetower Homeowners,

The Board of Directors have requested for AMI to send out the attached letter to the homeowners.

The letter is from David Fogg, ELC Legal Services, to the Bridgetower Board of Directors concerning the Bridgetower transition from a Manager-Run to a Board-Run Community.

Please review the document and let us know if you have any questions. Contact us at bridgetower@amihome.net .

We would like to thank the many homeowners that have been supportive of the transition. More information will be provided in the Bridgetower March Email Update that will be coming out in the next few days.

Everyone have a great week,

Tami and Mark
Your Bridgetower Community Managers

Follow up letter
to hom...F).pdf

David M. Fogg
Erika K. Melanson
Nathan R. Starnes
Beth Moore
Sara J. Reynoso-Bautista



3142 W. Belltower Dr.
Meridian, ID 83646
www.ELCLegal.com
208-813-9220

February 27, 2023

Bridgetower HOA Board

Re: Follow up communication re: Board status and social media communications from homeowners.

Bridgetower HOA Board;

As requested, this letter is a follow-up to the HOA board meeting and subsequent social media communications regarding what appears to be a specific few homeowners with a yet undisclosed agenda. I remain baffled by the misleading information and clear desire to do nothing more than incite the larger homeowner community and recommend continued restraint in engaging and communicating in an adversarial manner with this group.

I do not believe that the communications I have seen to date rise to the level of defamation or tortious interference. Nor am I willing to continue to expend homeowner dollars debating legal interpretation of Idaho's code with a non-attorney. I remain willing to have constructive and meaningful conversations with any attorney residence in the sub-division or any attorney a homeowner may engage that wants to discuss the current authority and issues associated with the prior organizational documents.

To that end, the Simonds communications is largely inaccurate and appears to purposefully misquote both the Bylaws and Idaho Code. First and foremost, the operative portion of Idaho Code §30-30-604 is "...except the initial directors..." and "...unless the articles or bylaws provide some other time or method of election..." which the new articles and bylaws do (reference Bylaws Section 4.4 and Idaho Code §30-30-606). It was never the intent of the meeting held to elect board members that would replace the initial board members, as such would be simply be ridiculous and inefficient. Further, it was my teams understanding that at least two of the board members had been voted on in previous meetings by homeowners.

If a super majority of the homeowners wish to replace the current board there is a path in place for that to happen. Sections 4.8 and 4.11 describe the process of director removal at a special meeting, utilizing a super majority. Given that prior to the establishment of the articles and bylaws the homeowners had no ability or control to manage the affairs of the subdivision I again reiterate my confusion at the total and complete animosity and desire of a few to incite neighborhood conflict and attempt to purposefully mislead homeowners via social media communications.

Moreover, the meeting held on the 25th was not intended or noticed as a meeting at which an election would occur. My suggestion remains, that if this vocal minority believes there is a

super majority that wishes to remove directors that they follow the articles and bylaws in place. This can be accomplished without undue and unnecessary neighbor conflict.

At this juncture, the directors need to move forward with the business of the subdivision, lots needs to be transferred from the failed LLC to the corporation, officers need to be designated and committees needs to be affirmed and/or organized.

As a homeowner myself I have no desire to create conflict where none is necessary and believe that the current board members have been and will continue to do what is in the best interests of the subdivision. My team remains willing to assist the board in whatever capacity it feels is appropriate.

To those that seem intent on spreading false and misleading information on social media I would encourage each to reevaluate whatever agenda and/or motives are driving such desire to create conflict and animosity, and instead work with your neighbors to be part of the transition in a positive way. I have no desire to have a vocal minority control or force their personal agenda on the majority.


I will make myself available to answer questions, in person, to any homeowner, without charge, between the hours of 12:00 and 12:30 during the month of March (I will be out of town during spring break). The homeowner will need to schedule the meeting with our admin and meetings will be set for 10 minutes. I will not debate statutory interpretation with non-attorneys but will answer questions related to process and discuss ideas related to positive solutions to issues. Such will be forward to you the board for further action.

Sincerely,

David M. Fogg



*Bridgetower Professional Group
3142 W. Belltower Dr., Meridian, Idaho 83646
Main:208.813.9220 - Direct:208.813.9221*

From: Tami Riddle triddle@amihome.net 

Subject: Re: Bridgetower BOD Election

Date: February 28, 2023 at 9:28 AM

To: Paul Wallin Paul.Wallin@rate.com, Nick Thompson nthompson@amihome.net

Cc: Ana Osborn aeo2460@gmail.com, acsimonds@msn.com, Trinity (trinity@2sistersquilting.com) trinity@2sistersquilting.com

TR

Hi Paul,

You should have by now received the letter from the attorney stating the meeting called was invalid and they current board members will remain at this time.

Have a great rest of your week.

Thank you,

Tami Riddle, CMCA



Director of Community Managers



3140 W. Belltower Dr.

Meridian, ID 83646

(208) 385-9650

triddle@amihome.net

Business Hours: Mon – Friday 9 AM – 5 PM

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This message may contain account or other personal information intended for the addressee only. Copying or distributing this message or its attachments by persons other than the addressee is prohibited.

From: Paul Wallin <Paul.Wallin@rate.com>

Sent: Friday, February 24, 2023 2:53 PM

To: Tami Riddle <triddle@amihome.net>; Nick Thompson <nthompson@amihome.net>

Cc: Ana Osborn <aeo2460@gmail.com>; acsimonds@msn.com

<acsimonds@msn.com>; Trinity (trinity@2sistersquilting.com)

<trinity@2sistersquilting.com>

<unity@2sistersquaring.com>

Subject: Bridgetower BOD Election

First – thank you for putting together an informative meeting last night. HOA meetings are always spirited... thank you for your efforts.

Moving forward, and as the shareholders made a motion last night to move forward with an election, can you help us with the following;

- Reserve Clubhouse for “Candidate Meet and Greet”
Tue, March 7th (5:30 – 8:00 pm)
- Reserve Clubhouse for “Board of Directors Vote”
Wed, March 15th (5:30 – 8:00 pm)
- Copy of attendees last night, with contact information to address everyone. Please email info@bridgetowerhoa.com
- Disseminate two emails to all shareholders
#1 – May 27th (to explain the voting process and solicit nominations)
#2 – March 6th (remind everyone about “Meet and Greet” and Vote)

We will provide you with verbiage to send in the emails.

I will personally be on hand at both Clubhouse meetings and will make sure everything is cleaned, put away, and wiped down (my wife is OCD)

Please confirm so we can make arrangements.

Thanks,

Paul

BEWARE OF CYBER-FRAUD Before wiring any funds, call the intended recipient at a number you know is valid to confirm the instructions - and be very wary of any request to change wire instructions you already received, a Guaranteed Rate employee will never provide nor confirm wire instructions.



Paul Wallin


NMLS# 1836663

VP of Mortgage Lending

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From: AMI Team Email_Alert@calibersoftware.email 
Subject: AMI Newsletter February 2023
Date: February 28, 2023 at 4:54 PM
To: Adam Simonds simonds_25@msn.com



Dear Homeowner,

Please see the attached newsletter from AMI-Keystone for February 2023.

Kind Regards,

AMI-Keystone Team

February -
Newsle...23.pdf

David M. Fogg
Erika K. Melanson
Nathan R. Starnes
Beth Moore
Sara J. Reynoso-Bautista



3142 W. Belltower Dr.
Meridian, ID 83646
www.ELCLegal.com
208-813-9220

March 21, 2023

Sent via email only: info@bridgetowerhoa.com

Owner/Operator

www.Bridgetowerhoa.com

To whom it may concern:

Please be advised that ELC Legal Services has been retained and represents the Bridgetower Homeowners Association (“**Bridgetower HOA**”) and the Bridgetower Homeowners Association Board (“**Bridgetower HOA Board**” or “**HOA Board**”). It has come to our attention that “**You**”¹ own a domain name and run a website devoted to discussing activities in the Bridgetower Subdivision (“**Bridgetower**” or “**Subdivision**”). Please direct all communications regarding the issues identified in the matter to our office. Likewise, if you are represented by legal counsel, please forward this letter to their attention and we would request they contact us.

We write because **You** run the website www.bridgetowerhoa.com (the “**Website**”) which contains false, misleading, and potentially defamatory statements about the HOA and the Property Management Company AMI. Through the website, **You** are attempting to misrepresent your role in the **Bridgetower HOA** and are providing visitors to the site the direct and false impression that you are affiliated with and speak on behalf of the **Bridgetower HOA Board** and/or the property management company hired to address and service the subdivision.

This website engages in conduct that causes confusion for the homeowners in **Bridgetower** and how to contact the property management company that is responsible for addressing the concerns of **Bridgetower** residents. For example, we recently learned of an issue related to gophers that was directed not to the property management company, but to **Your** website. This confusion prevents the proper parties from communicating and remedying issues within **Bridgetower**. The **HOA Board** does not condone this type of conduct. Furthermore, the **Website** attempts to provide legal advice, which could constitute the unauthorized practice of law, assuming this website is not run by a licensed attorney.

Significantly, a review of the **Website** does not have any information to identify to the general public that this is an individual or small group of homeowners who are neither the **HOA Board** nor the property management company. It likewise does not identify and direct individuals to the proper channels of addressing their needs within the **Subdivision**. In summary, the website has already caused significant confusion and prevented homeowners from having their concerns and needs properly and timely addressed. Indeed, the email address of info@bridgetowerhoa.com suggests that all inquiries about the **Bridgetower HOA** are being sent to the proper parties; as you know, they are not. This email address

¹ “**You**” refers to the owner and operator of the website www.bridgetowerhoa.com. There is no identifying information on the website regarding the owner and content creator.

further confuses how residents are to get in touch with those who are actually responsible for addressing community concerns and issues.

To avoid additional injury and confusion, we demand that you immediately cease and desist from operating the **Website** and further change the name to clearly indicate that the **Website** is a group of homeowners seeking to discuss issues within **Bridgetower** and is in no way affiliated with or speaking on behalf of the **Bridgetower HOA**. Additionally, we demand that the website provide a clear and conspicuous notice at the top of the **Website** that the operators of the **Website** are not part of the **Bridgetower HOA Board**, do not speak for the **Board**, nor is the **Website** the proper place to receive information about the **HOA**, including raising questions related to the subdivision. A link to the property management company must be placed on the **Website** to avoid confusion. The current **Website** purposefully misleads and confuses **Bridgetower** residents.

While we recognize the right to operate a website that raises issues within the community, the current iteration, domain name, and content is improper, confuses and misleads the community residents. The constant miscommunication and interference with the **Bridgetower HOA** and the property management company continue to cost the community increased legal fees, which ultimately are born by the residents. To that end, should You refuse the **Bridgetower HOA** is prepared to take any necessary legal action to protect its rights.²

Please govern yourself accordingly.

Sincerely,



Nathan R. Starnes
ELC Legal Services, LLC

² Given the potential for litigation, especially if the operators of www.bridgetowerhoa.com fails to comply with this cease-and-desist letter, Bridgetower HOA requests that You preserve all documents, and materials that may be relevant to this dispute, including but not limited to, information pertaining to the operators of this website, communications received by Bridgetower residents, and responses from the operators of the www.bridgetowerhoa.com website. Please ensure that all efforts are taken to discontinue all relevant data destruction, auto-deletion or auto-preservation policies. This request includes, but is not limited to, preservation of all documents, tangible items, and electronically stored information on business and personal computers or storage media.

From: Trinity@2sistersquilting.com on behalf of trinity@2sistersquilting.com
To: "[Tami Riddle](#)"; trinity@2sistersquilting.com; "[Bridge Tower](#)"
Subject: RE: [3] Contract information
Date: Tuesday, March 21, 2023 4:40:11 PM
Attachments: [image001.png](#)
[image002.png](#)

Tami,

To clarify... I am demanding to see these Full, unredacted, signed, complete, financially binding contract documents, so please do escalate my request.

Please make sure of your legal standing to withhold these financial records from homeowners.

Trinity Burak
(208) 871-4639
trinity@2sistersquilting.com
trinity@precisepantographsystem.com

03/21/2023 16:23:51

From: Tami Riddle <triddle@amihome.net>
Sent: Tuesday, March 21, 2023 4:11 PM
To: trinity@2sistersquilting.com; Bridge Tower <bridgetower@amihome.net>
Subject: Re: [2] Contract information

Hi Trinity,

To clarify AMI does not sign their management contract with Bridgeotower.

The Advisory committee has reviewed and approved the past contracts. Now, the Board of Directors will do the same.

I will escalate to the board, and they will determine if I need to send to attorney.

Again, I am not sending you the full contracts because you have used documents to post on a public forum that is outside of the owners in Bridgetower.

Thank you,

Tami Riddle, CMCA



Director of Community Managers



3140 W. Belltower Dr.

Meridian, ID 83646

(208) 385-9650

triddle@amihome.net

Business Hours: Mon – Friday 9 AM – 5 PM

AMI is always striving to provide our clients with the best customer service available. If you enjoyed your experience, please tell us your story by leaving us a review at: <https://bit.ly/3f0dPfu>

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-

From: Trinity@2sistersquilting.com <bommer1@2sistersquilting.com> on behalf of trinity@2sistersquilting.com <trinity@2sistersquilting.com>

Sent: Tuesday, March 21, 2023 4:02 PM

To: Tami Riddle <triddle@amihome.net>; trinity@2sistersquilting.com <trinity@2sistersquilting.com>; Bridge Tower <bridgetower@amihome.net>

Subject: RE: [2] Contract information

Hi Tami,

I'm sorry, but we disagree on the transparency of financial documents, especially when AMI is the only one privy to these contracts and also approve and sign those contracts...

Again, for the explicit record, I am requesting the signed contracts for AMI and A 2 Z for the last three years. These are "records" that are NOT "executive item" sorry... Do I need a court order to receive these records?

Trinity Burak
(208) 871-4639
trinity@2sistersquilting.com
trinity@precisepantographsystem.com

03/21/2023 15:57:12

From: Tami Riddle <triddle@amihome.net>
Sent: Tuesday, March 21, 2023 3:45 PM
To: trinity@2sistersquilting.com; Bridge Tower <bridgetower@amihome.net>
Subject: Re: [1] Contract information

Hi Trinity,
Per the statue (30-30-1101)- The contracts are not listed in the document requests.


These documents are not under the Idaho Statue they are proprietary contracts that are written up by attorney to protect the vendors rights.
Contract negotiations are also listed as an executive item which is closed to members for this purpose per the statue. (statue: 55-3204)

The financials with the amounts of the contracts have been previously provided to you.

I actually went one step further and provided scope of services.

I am not hiding information at all, in fact, I have provided you with how to look at what the vendors are charging and what services they charge for.

Thank you,

Tami Riddle, CMCA 

Director of Community Managers



3140 W. Belltower Dr.

Meridian, ID 83646

(208) 385-9650

triddle@amihome.net

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From: Trinity@2sistersquilting.com <bommer1@2sistersquilting.com> on behalf of trinity@2sistersquilting.com <trinity@2sistersquilting.com>

Sent: Tuesday, March 21, 2023 3:28 PM

To: Tami Riddle <triddle@amihome.net>; trinity@2sistersquilting.com

<trinity@2sistersquilting.com>; Bridge Tower <bridgetower@amihome.net>

Subject: RE: [1] Contract information

Hi Tami,

You have not provided what I asked for. I want to see the COMPLETE documents, not your redacted, edited, incomplete versions.

Please forward these 3 year contracts immediately. These contracts are covered under the Idaho Statutes as part of Financial Records as these directly relate to how much is being contracted to be spent and for the length of time until the contracts expire.

I am expecting complete documents, not bits as you see fit. It is well withing my prevue to see these records.

Are you protecting or hiding vendor information from the homeowners?

Thank you for your cooperation in this matter,

Trinity Burak
(208) 871-4639
trinity@2sistersquilting.com
trinity@precisepantographsystem.com

03/21/2023 15:15:16

From: Tami Riddle <triddle@amihome.net>

Sent: Tuesday, March 21, 2023 3:11 PM

To: trinity@2sistersquilting.com; Bridge Tower <bridgetower@amihome.net>

Subject: Re: Contract information

Hi Trinity,

Here is the Scope of Services for Bridgetower and AMI, as well as the scope of services for A to Z. All vendor contracts are proprietary.

The legislature does not refer to contracts as a part of their document requests.

Please do not post Bridgetower documents in a public forum that is assessable to people outside of the association. Therefore, making it even more important to protect all vendors.

I have sent you the last three years' financials that will have the annual contract pricing.

Contracts are reviewed and signed off by the Advisory Committee, and now Board Of Directors.

Thank you,

Tami Riddle, CMCA



Director of Community Managers



3140 W. Belltower Dr.

Meridian, ID 83646

(208) 385-9650

triddle@amihome.net

Business Hours: Mon – Friday 9 AM – 5 PM

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This message may contain account or other personal information intended for the addressee only. Copying or distributing this message or its attachments by persons other than the addressee is prohibited.

From: Trinity@2sistersquilting.com <bommer1@2sistersquilting.com> on behalf of

trinity@2sistersquilting.com <trinity@2sistersquilting.com>

Sent: Tuesday, March 21, 2023 8:17 AM

To: Tami Riddle <triddle@amihome.net>; Bridge Tower <bridgetower@amihome.net>

Subject: Contract information

Hi Tami,

I would like to see a copy of the last three (3) contracts that AMI and A to Z Landscaping has had with Bridge tower please.

Thank you,

Trinity Burak

(208) 871-4639

trinity@2sistersquilting.com

trinity@precisepantographsystem.com

03/21/2023 08:15:18

Attachments: Bridgetower Scope of Services.pdf,

Est_1024_from_A_to_Z_Forever_Landscapes_LLC_16820_Redacted (1) (1).pdf

From: AMI Team Email_Alert@calibersoftware.email
Subject: Bridgetower update
Date: March 22, 2023 at 4:21 PM
To: Adam Simonds simonds_25@msn.com



Dear Homeowners,

It is our duty to inform you that to the extent that Mr. Simonds who is the Bridgetower Neighborhood Facebook administrator, an owner in Bridgetower, continues to send out misinformation and demands, the following:

With legal counsel's involvement necessary to respond to these demands and to correct misinformation being distributed to the membership, it is costing all Bridgetower owners legal fees beyond what is currently budgeted.

If the misinformation and demands continue, and this owner enters into litigation with the HOA, we have been advised by the attorney that the estimated cost could be up to \$30,000-\$80,000 in legal fees for the Bridgetower Association.

We are advising all members to utilize the correct avenues for guidance by reaching out to bridgetower@amihome.net. The portal at www.amihome.net has all documents and information posted that is required by the statute and more.

The board is again asking owners not to get advice from Facebook. The information that is being provided to the owners is inaccurate. For example, a recent Facebook post advised that Architectural Committee approval is not required for certain projects, which is false. We do not want any owners to incur costs because they complete a project without going through the proper procedures and obtaining proper ACC approval.

In addition to Facebook, there is an unofficial Bridgetower website that is providing misinformation. The board does not recognize this website as an official representation of the Bridgetower Association. We again refer you to AMI's portal at www.amihome.net/associations or to Bridgetower@amihome.net for proper protocol, community documents, and correct information.

Thank you,
The Bridgetower Board Of Directors

Simonds et al v. Bridgetower LLC:

Complaint for Declaratory Judgement

EXHIBIT W

5 pages following:

Bridgetower Class Member Letters of Concurrence

Date: March 29, 2023

To: The District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada:

Re: Letter of Concurrence for Simonds et al, against Bridgetower LLC and others

Your Honor,

As an Idaho citizen and a homeowner in the Meridian residential neighborhood locally known as Bridgetower Subdivision, I hereby indicate by self-identification and signature that I have read Adam Simonds's *March 29, 2023 Verified Complaint for Declaratory Judgement, Writ of Possession, and Peremptory Writs of Prohibition and Mandate* in its entirety, and that I fully concur with said action against the company Bridgetower LLC and its partnership and management entities. The disenfranchisement of Bridgetower homeowners must finally end, and we Bridgetower homeowners require the court's favorable judgement to be restored to the rightful possession, ownership, and control of our community and its rightful property, which has evaded us some twenty years so far. Additionally, we request the court's assistance in installing transparent, accountable, and effective leadership over our community. Your kind consideration of this matter is greatly appreciated.

Sincerely,

Signature: 

Name: Sara Simonds

Address: 1885 W. Tanero St.

Meridian, Idaho 83646

Simonds et al v. Bridgetower LLC:
Complaint for Declaratory Judgement

EXHIBIT X

22 pages following:

Complaint Cover Letter (2 pages)

&

Letters of Support from Twenty-four (24) Bridgetower Class Members

March 27, 2023

From: Adam Simonds
1885 W Tanero St.
Meridian, ID 83646
accsimonds@msn.com

To: Bridgetower Neighborhood Homeowners

Re: Complaint Cover Letter, and Letters of Support

Friends and Neighbors,

We find ourselves in a predicament for which there is no easy solution. Recent changes to the management company which purports authority over our community have prompted my intensive investigation, with confounding results: Bridgetower homeowners have been disenfranchised and defrauded for years, by corporate acts of willful or reckless misconduct. I'll proceed to describe the overall details of the dilemma as succinctly as possible, as well as my plan for a satisfactory resolution.

It turns out that Bridgetower homeowners don't actually belong to a homeowners' association, other than an unincorporated affiliation which is bound by covenant. How can that be? Well, the company which purported to be our homeowners' association, Bridgetower Owners Association LLC, was in fact a limited liability company of which we were never members. Said company owns Bridgetower's common areas, and charges homeowners for property maintenance without having transferred a share of ownership or control over the community property or the company. Because Bridgetower homeowners have never held a controlling interest in the Bridgetower LLC or its property, the assessments levied against Bridgetower homeowners are invalidated, as is alleged in my impending Fourth Judicial District Court complaint, which requests the rightful restoration of Bridgetower homeowners' ownership, possession, and control over Bridgetower property, and for recovery of the economic damages sustained against the detention thereof.

The case is complex, and includes the allegation that AMI colluded with Bridgetower's developer to usurp operational control of the company which hired it, and that AMI also colluded with members of the former ostensible advisory committee to cover up their joint liability exposures for having exceeded their contractual authority. Similarly, the complaint also challenges the authority of newly-formed Bridgetower Homeowner's Association Incorporated over Bridgetower homeowners, and alleges said corporation's complicity with the developer in various tortious acts. The complaint is nearly fifty pages long, with more than three times that many pages of exhibits, but the gist is that court intervention is the only way to rectify the property detention and economic damages sustained against Bridgetower homeowners, and to restore the rights and property ownership to which we are entitled. The court also has

authority to modify Bridgetower's defective covenants, so that they can become functional as Bridgetower homeowners' governing document, which is undoubtedly necessary if we are to move forward as a neighborhood nonprofit incorporation.

The complaint will be made available to Bridgetower Homeowners upon its filing, which will not be later than the end of the month. The complaint is a verified derivative class action, which qualifies for an early setting and requires that the defendants answer the complaint's allegations in writing and under oath. The complaint also requests an injunction against AMI's collection of April's quarterly assessment, so homeowners may want to wait and see how the court proceeds prior to paying the allegedly invalid levy; hopefully the court will instruct on this issue prior to the assessment's due date of April 30.

If you would like to indicate to the court your general support for the complaint's objective of restoring Bridgetower homeowners to our rightful ownership and control over our community property, and to our rightful authority over the community's management company, then you may identify yourself by name, address, and signature on the attached *Letter of Support*, and email such signed copy to acsimonds@msn.com, which will then be attached to the complaint by way of exhibit. I look forward to receiving word of your support.

Sincerely,



Adam C. Simonds
Bridgetower Homeowner, and Class Advocate

Date: March 29, 2023

To: The District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada:

Re: Letter of Support for Simonds et al, and against Bridgetower Owner's Association LLC

Your Honor,

As an Idaho citizen and a homeowner in the Meridian residential neighborhood locally known as Bridgetower Subdivision, I hereby indicate by self-identification and signature that I have read Adam Simonds's *Complaint Cover Letter* dated March 27, 2023, and that I generally support his impending action against the company Bridgetower LLC and its partnership and management entities. The disenfranchisement of Bridgetower homeowners must finally end, and we Bridgetower homeowners require the court's favorable judgement to be restored to the rightful possession and control of our community and its rightful property, which has evaded us some twenty years so far. Additionally, we request the court's assistance in installing transparent, accountable, and effective leadership over our community. Your kind consideration of this matter is greatly appreciated.

Sincerely,

Signature: 

Name: Sara Simonds

Address: 1885 W Tanero St.

Meridian, Idaho 83646