



# VERONA SUBDIVISION NO. 2

## CERTIFICATE OF OWNERS

KNOWN ALL MEN BY THESE PRESENTS:

THAT PRIMELAND DEVELOPMENT CO., LLP., A LIMITED LIABILITY PARTNERSHIP, IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, T. 4 N., R. 1 W., B.M., ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE 1/4 CORNER COMMON TO SECTION 27 AND THE SAID SECTION 26, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 26 BEARS SOUTH 00°21'49" WEST, 2644.39 FEET; THENCE SOUTH 00°21'49" WEST, 719.65 FEET; THENCE SOUTH 89°38'11" EAST, 25.00 FEET TO THE SOUTHWEST CORNER OF VERONA SUBDIVISION NO. 1, AS SAME IS RECORDED IN BOOK 88 OF PLATS AT PAGE 10061, RECORDS OF ADA COUNTY, IDAHO, SAID POINT BEING THE REAL POINT OF BEGINNING.

THENCE CONTINUING AND ALONG THE SOUTHERLY BOUNDARY OF SAID SUBDIVISION SOUTH 89°38'11" EAST, 149.74 FEET; THENCE SOUTH 00°21'49" WEST, 105.52 FEET; THENCE SOUTH 89°38'11" EAST, 325.00 FEET; THENCE SOUTH 00°21'49" WEST, 159.48 FEET; THENCE SOUTH 89°38'11" EAST, 119.71 FEET; THENCE SOUTH 00°20'43" WEST, 115.00 FEET; THENCE SOUTH 89°38'11" EAST, 6.03 FEET; THENCE SOUTH 76°22'55" EAST, 226.37 FEET; THENCE 42.32 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 3°07'42", AND A LONG CHORD BEARING SOUTH 12°56'38" WEST, 42.31 FEET; THENCE SOUTH 75°29'31" EAST, 50.00 FEET; THENCE SOUTH 89°30'16" EAST, 139.55 FEET; THENCE SOUTH 00°29'44" WEST, 170.52 FEET; THENCE SOUTH 89°30'16" EAST, 115.00 FEET; THENCE SOUTH 00°29'44" WEST, 76.17 FEET; THENCE SOUTH 89°30'16" EAST, 165.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4; THENCE ALONG SAID LINE SOUTH 00°29'44" WEST, 1161.75 FEET; THENCE NORTH 88°58'19" WEST, 20.00 FEET; THENCE SOUTH 00°29'44" WEST, 45.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 26; THENCE ALONG SAID BOUNDARY NORTH 88°58'19" WEST, 426.40 FEET; THENCE NORTH 00°21'49" EAST, 447.11 FEET; THENCE NORTH 00°23'30" WEST, 151.75 FEET; THENCE NORTH 00°21'49" EAST, 60.32 FEET; THENCE 220.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 153.00 FEET, A CENTRAL ANGLE OF 82°25'10", AND A LONG CHORD BEARING NORTH 40°50'46" WEST, 201.60 FEET; THENCE NORTH 82°03'21" WEST, 321.73 FEET; THENCE NORTH 88°58'19" WEST, 376.23 FEET TO A POINT ON THE EAST RIGHT OF WAY OF NORTH TEN MILE ROAD; THENCE NORTH 00°21'49" EAST, 1077.02 FEET TO THE POINT OF BEGINNING. CONTAINING 30.79 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC, THE PUBLIC STREETS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER FROM AN EXISTING WATER SYSTEM AND THE CITY OF MERIDIAN HAS AGREED IN WRITING TO SERVE ALL THE LOTS WITHIN THIS SUBDIVISION.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 2nd DAY OF October 20 03

Frank S. Varriale  
FRANK S. VARRIALE, MANAGING PARTNER  
PRIMELAND DEVELOPMENT CO., L.L.P.

## ACKNOWLEDGMENT

STATE OF IDAHO )  
COUNTY OF ADA ) SS

ON THIS 2nd DAY OF October 20 03 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED FRANK S. VARRIALE, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGING PARTNER OF PRIMELAND DEVELOPMENT CO., L.L.P., THE LIMITED LIABILITY PARTNERSHIP THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY PARTNERSHIP, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY PARTNERSHIP EXECUTED THE SAME.

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

Debra L. Sorrenti  
NOTARY PUBLIC FOR IDAHO  
RESIDING AT Boise, IDAHO  
MY COMMISSION EXPIRES: 4/26/06

## ACCEPTANCE OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 3rd DAY OF October 2003



Paul J. Van L...  
CHAIRMAN  
ADA COUNTY HIGHWAY DISTRICT

## APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REMOVED ACCORDING TO THE LETTER TO BE RECORDED WITH THE COUNTY RECORDER, OR HIS AGENT, LISTING THE CONDITIONS.



Melinda McHugh RENS 12-17-03  
CENTRAL DISTRICT HEALTH DEPARTMENT

## APPROVAL OF CITY ENGINEER

I, BRAD R. WATSON, P.E., CITY ENGINEER IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

Brad R. Watson  
CITY ENGINEER

## CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



John E. Ruister 3/3/05  
COUNTY SURVEYOR PELS 3030

## CERTIFICATE OF SURVEYOR

I, D. TERRY PEUGH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

D. TERRY PEUGH, P.L.S. LICENSE NO. 4431



## APPROVAL OF CITY COUNCIL

I, William G. Berg, Jr. CITY CLERK IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 16th DAY OF September 2003, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



William G. Berg, Jr.  
MERIDIAN CITY CLERK

## CERTIFICATE OF COUNTY TREASURER

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

Linda Fischer by Nancy Ervitt 3-3-05  
COUNTY TREASURER DATE



## CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. 105021532  
STATE OF IDAHO )  
COUNTY OF ADA ) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF Engineering Solutions AT 29 MINUTES PAST 12 O'CLOCK P.M., THIS 4th DAY OF March, 2005, IN MY OFFICE AND WAS DULY RECORDED IN BOOK 91 OF PLATS AT PAGES 10743 AND 10744.

Alvin...  
DEPUTY  
FEE: \$11.00

J. David M...  
EX-OFFICIO RECORDER

PRIMELAND DEVELOPMENT, LLP  
DEVELOPER  
MERIDIAN, ID



ASSOCIATION

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 57.00 19  
BOISE IDAHO 03/23/05 08:43 AM  
DEPUTY Bonnie Oberbillig  
RECORDED - REQUEST OF  
Pioneer  
105034627

**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR VERONA SUBDIVISION NO. 2**

THIS SUPPLEMENTAL DECLARATION is made on this ~~23rd~~ day of March, 2005, and shall be effective the date it is recorded in the records of Ada County, Idaho.

It is made by Primeland Development Company, L.L.P., an Idaho limited liability partnership, hereinafter referred to as "Declarant."

Recitals

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

Lots 17 through 40 in Block 3; Lots 7 through 10 in Block 5; Lots 5 through 18 in Block 6; Lots 26 through 34 in Block 8; Lots 2 through 36 in Block 10; Lot 1 in Block 11; Lots 1 through 4 in Block 12; and Lot 1 in Block 13; all in Verona Subdivision No. 2, according to the official plat filed in the records of Ada County, Idaho, as Instrument No. 105026532, at Book 91 of Plats, Page 10743.

Declarant previously platted Bridgetower Subdivision No. 1, and caused certain covenants, conditions, and restrictions to be placed against all lots in Bridgetower Subdivision No. 1, all according to a "Declaration of Covenants, Conditions, and Restrictions for Bridgetower Subdivision No. 1," which Declaration was recorded as Instrument No. 101124464, official records of Ada County, Idaho, and is hereinafter referred to as the "Initial Declaration." Declarant has also annexed other properties into what is commonly referred to as "Bridgetower," which is an integrated system of subdivisions operated by Bridgetower Owners Association, LLC. The other integrated subdivisions (via other supplemental declarations) are Bridgetower Crossing Subdivision No. 1, Bridgetower Crossing Subdivision No. 2, Bridgetower Crossing Subdivision No. 3, Bridgetower Crossing Subdivision No. 4,

Bridgetower Crossing Subdivision No. 5, Bridgetower Crossing Subdivision No. 6, and Verona Subdivision No. 1. Primeland Subdivision is also an integrated Subdivision (via its own Declaration). Each integrated Subdivision is separately platted.

The Initial Declaration provided for the annexation and integration of future Subdivisions in a manner such that the covenants, conditions, and restrictions of the Initial Declaration would also run with the land and lots included as Supplemental Property, subject to Declarant's right to make Modifications to the covenants, conditions and restrictions of the Initial Declaration as they pertain to the Supplemental Property, and to accomplish this by means of this Supplemental Declaration.

### **Supplemental Declaration**

Therefore, Declarant hereby declares that (1) all of the Supplemental Property shall be annexed to the property described in the Initial Declaration; and (2) all Owners of Residential Lots within the Supplemental Property shall become Members of the Bridgetower Owners Association, LLC (hereinafter "Association"), and shall be subject to the rights and duties of Association membership; and (3) Owners of Commercial Lots within the Supplemental Property shall not be members of the Association, but shall have maintenance and use obligations as identified in this Supplemental Declaration; and (4) the Supplemental Property shall be subject to all of the easements, conditions, covenants, restrictions, and reservations that are set forth in the Initial Declaration, except as to specific additions, changes, and deletions (hereinafter "Modifications") as are described in this Supplemental Declaration; and (5) the Initial Declaration, as modified by this Supplemental Declaration, shall constitute covenants, conditions and restrictions that shall run with the land described herein as the Supplemental Property, and shall bind all persons taking title from or through the Declarant to any lot within the Supplemental Property, and shall inure to the benefit of the Owners of the Supplemental Property in the manner set forth in this Supplemental Declaration.

### **Modifications to Initial Declaration**

The following Modifications to the Initial Declaration are intended to be separate and peculiar to the Lots within the Supplemental Property:

1. **Bridgetower Subdivision No. 1 References.**

(a) Generally. Where applicable, and except for those specific changes that are noted in these Modifications, definitional and general references to

Property described in the Initial Declaration shall be deemed to be definitional and general references to the Supplemental Property. Declarant hereby specifically declares that all Verona Subdivision No. 2 Residential Lot owners (including Special Use Residential Lot owners) shall be Members of the Association. Declarant hereby specifically declares that Verona Subdivision No. 2 Commercial Lot Owners shall not be Members of the Association.

(b) "Lot" or "lot" in the Supplemental Property shall refer to each plot of land (designated by Lot and Block) in the recorded plat of Verona Subdivision No. 2, according to the official plat thereof, records of Ada County, Idaho. Supplemental Property Lots are designated as either Common Area Lots, Residential Lots (including Special Use Residential Lots), or Commercial Lots. The use, rights, duties, and restrictions for each type of designated lot may be different. The Commercial Lots in the Supplemental Property are Lots 37, 38, and 39 in Block 3; Lots 12 and 35 in Block 10; and Lot 2 in Block 12; and some of these lots may be re-subdivided in a manner more particularly set forth in Section 5. The Common Area Lots are Lots 21, 36, and 40 in Block 3; Lot 29 in Block 8; Lots 13, 34, and 36 in Block 10; Lot 1 in Block 11; Lots 1 and 4 in Block 12; and Lot 1 in Block 13. All other lots are designated Residential Lots. Those Residential Lots depicted as Lots 14 through 34 of Block 10, and only those Lots, are Special Use Residential Lots and are use designated for "Townhouses," "Townhomes," or "Patio Homes."

(c) The "Common Area" or "Common Area lots" in the Supplemental Property, and their respective uses, are more particularly described in paragraph 8 to this Supplemental Declaration.

(d) The Special Use Residential Lots in the Supplemental Property, and their respective uses, rights, restrictions, and duties, are more particularly described in Exhibit "A" to this Supplemental Declaration, and Exhibit "A" relates only to Special Use Residential Lots. Although Exhibit "A" sets forth different uses for Special Use Residential Lots and adds an additional maintenance assessment obligations to owners via a separate Special Use Residential Lot Owners Sub-association, Special Use Residential Lot owners are Members of the Association and have all of the rights and duties as Owners of Residential Lots.

(e) The Commercial Lots in the Supplemental Property, and their respective uses, rights, restrictions, and Owner's duties, are more particularly described in Section 3 of this Supplemental Declaration.

2. Residential Lot Size Limitations. In addition to meeting all of the requirements of the Residence Construction provisions of paragraph 2.2 of Article

Two of the Initial Declaration, Residential Lot Owners of Supplemental Property shall also comply with each of the following requirements:

(a) All residences constructed on a Residential Lot (but not including a Special Use Residential Lot) in the Supplemental Property shall contain a minimum of 1,200 square feet, excluding the square footage of the garage.

(b) The bottom of all building footings shall be a minimum of 12 inches above the established normal high groundwater elevation.

(c) Setbacks shall be as follows (unless more restrictive setbacks are imposed by the City of Meridian at the time of application for a building permit):

For Single Family Residential Lots:

Front – 20' (Front Entry Garage) or  
15' (Non-Front Entry Garage)  
Rear – 15'  
Side – Interior Side 5'  
Street Side – 20'

3. Commercial Lot Owners' Relationship with Association. Commercial Lots may be developed and used only for those commercial purposes as allowed by the building and zoning ordinances of the City of Meridian in place at the time of the construction of buildings to be placed on Commercial Lots and those other building and use restrictions imposed by Declarant in this Supplemental Declaration, and those as may be more fully set forth on the Plat of the Supplemental Property (including those created by any subsequent re-plat) and in Section 4 below. Uses allowed for Commercial Lots and setbacks required for Commercial Lots shall not be applicable to Residential Lots (including Special Use Residential Lots).

Additionally, Owners of Commercial Lots shall not be Members of the Association and shall not be liable to pay Membership assessments imposed upon Residential Lot Owners (including Special Use Residential Lot Owners) by the Association. Nor shall the Owners of Commercial Lots be members of any sub-association formed for the benefit of the Special Use Residential Lot Owners, and Commercial Lot Owners shall not be liable to pay membership assessments to the sub-association for the Special Use Residential Lot Owners. Nevertheless, Commercial Lot Owners shall have a direct obligation to pay the Association (or its designated Manager or agent, but not the sub-association for the Special Use Residential Lot Owners) a pro-rata share of the Association maintenance and use expenses, as follows:

(a) Those expenses related to the Association's maintenance of certain Common Area Lots, including Lot 40 in Block 3; Lots 11, 13, 34, and 36 in Block 10; Lot 1 in Block 11; Lots 1, 3 and 4 in Block 12; and Lot 1 in Block 13 of the Supplemental Property. The Association (or its designated agent) shall provide the maintenance on each of these Common Area Lots which are declared to be beneficial to the Owners of Commercial Lots. However, Declarant may, upon notice to the Association, and depending upon the type of commercial use permitted on a particular Commercial Lot, declare that the entire maintenance responsibility and expense for the maintenance of specific Common Area Lots, including Lots 34 and/or 36 of Block 10, and/or Lots 1 and 3 of Block 12, to be fully assumed (and paid for) by the Owner(s) of specific Commercial Lots. Upon such declaration by Declarant, the Association shall cease providing maintenance to those specific Common Area Lots that will be maintained by the Commercial Lot Owner(s), and the Association shall thereafter adjust any assessment due the Association by the Commercial Owners on a pro-rata basis.

(b) Those pro-rata charges for pressurized irrigation water delivered to each respective Commercial Lot and expenses for the maintenance of the Pressurized Irrigation System that is operated by the Association or its Service Provider on a pro-rata basis with all Residential Members.

(c) "Pro-rata" share shall mean a reasonable allocation of the Association's total maintenance expenses incurred for the maintenance of all Common Area Lots in the Supplemental Property, between Residential Lot Owners (including Special Use Residential Lot Owners) and Commercial Lot Owners, based upon the approximate size (area) of the respective Lots.

4. Building and Landscaping Requirements for Commercial Lots. Each Owner of a Commercial Lot, including any contractor, builder, or agent for an Owner, intending to construct a commercial building on such a Lot, shall do so only if the following conditions have been met:

(a) Each Owner, or the contractor, builder or agent acting on behalf of the Owner, has first submitted an application for construction authority to the Commercial Architectural Control Committee ("CACC"), together with any required application fee, and has thereafter received written approval from the CACC. The application form shall include a complete description of the plans for the main building, any outbuildings, and landscaping plans.

(b) No building or improvement shall be constructed unless the Owner, including any contractor, builder, or agent acting on behalf of the Owner, has

first obtained a building permit from the City of Meridian and any other governmental agency with jurisdiction over commercial construction on a Lot, in addition to CACC approval.

(c) All construction, including permitted outbuildings, shall strictly follow all of the covenants, conditions, and restrictions in this Supplemental Declaration, and the Plat, including all requirements established by the CACC, as a part of its written approval.

(d) Declarant shall be entitled to appoint a member or members to the CACC or to form an entity to manage the duties and administer the rights of the CACC in the same manner as the Declarant is entitled to do so for the formation and operations of the ACC in the Initial Declaration.

5. Subsequent Re-platting of Commercial Lots. Declarant intends to re-plat a part of the Verona No. 2 Subdivision Plat, further subdividing Commercial Lots 37, 38 and 39, all subject to final approval by the City of Meridian. Upon approval of the City of Meridian, Commercial Lots 37, 38 and 39, will be divided into six Commercial Lots and will be re-platted under the name Verona Subdivision No. 3. Access (ingress and egress) to each of those six commercial lots shall be more specifically identified and controlled by that re-plat, but shall include those requirements set forth in section 6 below. Although Declarant does not presently intend to re-subdivide and re-plat any other Commercial Lot in the Supplemental Property, Declarant reserves that right subject to the approval of the City of Meridian.

6. Parking and Access. Each Commercial Lot Owner shall provide proper access to and from his Lot and shall create an adequate parking area for the necessary uses and purposes of that Lot, including the uses and parking purposes of his customers, invitees and service vendors, all according to the requirements of the City of Meridian. Access to each of the Commercial Lots now known as Lots 37, 38 and 39 in Block 3, shall be provided from W. Milano Drive and/or from N. Cortona Way. Access across and between each of these three Commercial Lots, shall be provided by and pursuant to a shared cross access easement, which shall be made a part of the Declarant's conveyance of each of these Lots. When these three Commercial Lots are re-platted into six Commercial Lots, access entries and the location of cross access easements shall be more particularly defined on the re-platted Verona Subdivision No. 3. In addition to any platted or re-platted requirements, the following rules shall apply to the use and maintenance of this shared cross access easement:

(a) The only permitted use for this shared cross easement is to facilitate ingress and egress to and from each Lot for the Commercial Lot Owner's



customers, invitees and service vendors, to and from W. Milano Drive and/or N. Cortona Way. No Commercial Lot Owner shall permit any other use, including but not limited to parking uses, refuse storage and business activity.

(b) Each Commercial Lot Owner agrees that each Commercial Lot Owner of Lots 37, 38, and 39 in Block 3, (including the owners of re-platted Commercial Lots when the plat of Verona Subdivision No. 3 is obtained) including his customers, invitees and service vendors, shall be entitled to use the shared cross access easement located on any respective Commercial Lot for the permitted use.

(c) Declarant shall pave this shared cross access easement crossing Lots 37, 38, and 39 in Block 3, (including the paving required for a re-configured cross access easement under the re-plat of Verona No. 3) and shall provide curb and gutter along the south boundary. Each Commercial Lot Owner agrees to provide maintenance, and all other improvements, to that part of the easement located on his respective Lot, including but not limited to removing trash or debris, and repairing pot holes or other damage to the surface paving and all expansion, curbs, gutters, or improvements. In the event any Commercial Lot Owner determines that it is time to repave the surface paving on his Lot or another Lot affecting his use of this shared cross access easement, that Commercial Lot Owner shall first try to reach an agreement with other Commercial Lot Owners to share equally in the cost for paving the entire shared cross access easement or that portion that should be repaved. In the event Commercial Lot Owners cannot agree, a requesting Commercial Lot Owner may submit the issue to the CACC for binding arbitration, or if the CACC is not operating or declines jurisdiction, then the matter shall be submitted to binding arbitration before a group of three persons, two of which shall be in the business of street and surface paving.

7. Fences. Paragraphs 2.5 and 2.6 of Article Two of the Initial Declaration are not applicable to the Supplemental Property. In lieu thereof, all fences on or adjacent to Residential Lots in the Supplemental Property shall be provided and permitted only in the following manner, and shall be subject to the following conditions:

(a) Declarant shall construct and install the only type, style, and location of each fence permitted on all Residential Lots in the Supplemental Property. Generally, Declarant intends to provide a uniform type of vinyl fencing for every Residential Lot in the Supplemental Property including the Special Use Residential Lots. The initial cost of providing each Residential Lot (including the Special Use Residential Lots) with this uniform fence (the materials, including Declarant's choice of standard gates and style of installation) shall be the sole and separate cost of the Declarant, and shall be a part of the purchase price of a

Residential Lot (including the Special Use Residential Lots). Declarant shall be entitled to delay the final installation of a Residential Lot Owner's fence until a residence is fully constructed on the affected Lot.

(b) Once a Residential Lot fence is installed by Declarant, then all maintenance and any replacement of that fence shall thereafter be the sole and separate cost and responsibility of each respective Lot Owner. Neither the Declarant nor the Association shall have any responsibility for the maintenance or replacement of any installed fence after it is initially provided for by the Declarant.

(c) Declarant may, at its sole and separate election and cost, provide uniform type and style fencing on, about, or around any Common Area lots, which uniform type and style fencing may be different from the uniform type and style of fencing Declarant has selected for Residential Lots, including Special Use Residential Lots; and shall be subject to any restrictions and requirements of that certain Development Agreement recorded as Instrument No. 103097612, official records of Ada County, Idaho, and the ordinances of the City of Meridian. Once common area fences are provided by Declarant, the responsibility and cost of maintenance or replacement of these specific fences shall be the sole and separate cost of the Association, and shall not be the responsibility of Declarant.

(d) Fences may be permitted on Commercial Lots, provided that they have been approved in writing by the Declarant or CACC and by the City of Meridian. Declarant specifically reserves the right to make the initial fence determination as a part of the first sale of a Commercial Lot by Declarant. Thereafter, that determination shall be made by the CACC, all subject to approval by the City of Meridian. Approved fences on Commercial Lots do not have to conform to the same standards of uniformity of design and/or materials as do fences for Residential Lots and common area lots. In making a fence determination for a Commercial Lot, Declarant or CACC may consider such factors as the type of commercial use and the special needs of the Commercial Lot Owner, and taking into consideration reasonable separation of Commercial Lot uses from Residential Lot uses. Nevertheless, the decision of the Declarant or CACC as approved by the City of Meridian shall be final.

8. Common Area Lots in Supplemental Property. The Common Area lots in the Supplemental Property shall be conveyed to the Association subject to all easements and restrictions reflected on the Plat and by this Supplemental Declaration. The Association shall maintain and operate these Common Areas and Common Area lots in the same manner as it maintains and operates all Common Area lots in Bridgetower Subdivision No. 1, and in the manner set forth in the Initial Declaration, except to the extent that certain Commercial Lots in the Supplemental

Property may be maintained by the Commercial Lot Owner in the manner set forth in Section 3(a) to this Supplemental Declaration. The Common Area Lots in the Supplemental Property shall be available for the mutual use and benefit of all Members of the Association, except to the extent that certain Commercial Lots in the Supplemental Property are being maintained separately by the Commercial Lot Owner in the manner set forth in Section 3(a) to this Supplemental Declaration. The Common area Lots in the Supplemental Property and their intended uses are as follows:

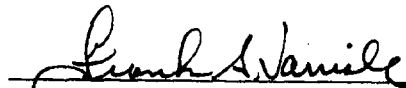
(a) Lots 21 and 36 in Block 3; Lot 29 in Block 8; Lots 13, 14, and 36 in Block 10; Lot 1 in Block 11; Lots 1 and 4 in Block 12; and Lot 1 in Block 13 are non-buildable lots to be owned and maintained by the Association, or its assigns, and are covered by blanket easements for landscape, pressure irrigation, public utilities, and homeowners pedestrian access. Lot 21 in Block 3 is also covered by a blanket Meridian City sanitary sewer easement, and Lot 4 in Block 12 is covered by a blanket easement for the McMullen Lateral.

(b) Lots 22 and 40 in Block 3; Lot 11 in Block 10; and Lot 3 in Block 12 are non-buildable lots to be owned and maintained by the Association, or its assigns, and are covered by blanket easement for public utilities, pressure irrigation, homeowners pedestrian access, and ACHD storm drainage facilities. Said easements shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect drainage or operation and maintenance of storm water facilities. A portion of Lot 40 in Block 3 is also covered by a City of Meridian sanitary sewer easement.

9. Integration of the Initial Declaration. In all other respects, the covenants, conditions and restrictions set forth in the Initial Declaration are adopted and made a part of this Supplemental Declaration, including Exhibit "A" attached.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration of Covenants, Conditions, and Restrictions the day above first written.

PRIMELAND DEVELOPMENT COMPANY, L.L.P.



By: Frank Varriale  
Its: Managing Partner

STATE OF IDAH )  
                                                  : ss.  
County of Ada    )

On this 22<sup>ND</sup> day of March, 2005, 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.



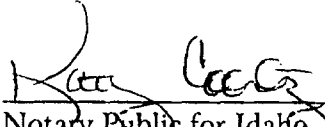
  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Baw  
Commission Expires E-15-09

EXHIBIT "A"  
SPECIAL USE RESIDENTIAL LOTS

1. Designation. Special Use Residential Lots are Lots 14 through 34 of Block 10 of the Supplemental Property. All of the terms and conditions of the Supplemental Declaration of Covenants, Conditions and Restrictions for Verona Subdivision No. 2, are deemed incorporated into this Exhibit by reference.

2. Special Use. Owners of Special Use Residential Lots may construct "Townhomes," "Townhouses," or "Patio Homes" on Special Use Residential Lots. The definition of "Townhomes" or "Patio Homes" are those found in the Meridian City Ordinances and shall include those types and styles allowed by the City of Meridian, providing that they also conform to the requirements set forth in this Exhibit "A." Generally, Special Use Residential Lots are intended for residences that provide for limited yards and reduced setbacks, including zero side setbacks, and those types of residences that may make use of common wall and/or common roof construction. These residential uses could include duplex dwelling units, but shall not include row houses. Each residence must be a minimum of 1,100 square feet in size, excluding garages, and the bottom of all building footings must be a minimum of twelve (12) inches above the established high groundwater elevation.

3. Setbacks for Special Use Residential Lots. Setbacks shall be as follows (unless more restrictive setbacks are imposed by the City of Meridian at the time of application for a building permit):

For Townhome Residential Lots:

Front – 20' (Front Entry Garage) or  
15' (Non-Front Entry Garage)

Rear – 15'

Side – As allowed by the City of Meridian in accordance with CUP-03-007 and development agreements. The City of Meridian may permit construction on some Special Use Residential Lots with a zero foot (0') side lot setback with common walls.

Street Side – 20'

4. Construction Approval. Other than the minimum size requirements and setback requirements and the general use criteria set forth in Section 2 above, approval for design and construction of Special Use Residential Homes shall be primarily controlled by the City of Meridian. Notwithstanding the City of Meridian's primary role regarding construction and design requirements, the

Bridgetower Owner's Association ("Association") shall have the right to, and must approve the exterior design (including elevations and materials) of every Special Use Residence before construction of any Special Use Residence may occur.

5. Sub-association for Owners of Special Use Residential Lots. Because of the unique nature of Special Use Residential Lots and the Townhomes or Patio Homes that will be constructed thereon, a separate sub-association shall be created for the Owners of these Special Use Residential Lots. This sub-association shall be known as the Verona No. 2 Townhome Owners Association, Inc., an Idaho non-profit corporation. The following terms, conditions, covenants, restrictions, and duties shall be applicable only to Members of the Verona No. 2 Townhome Owner's Association:

(a) All Owners of Special Use Residential Lots shall be Members of the Verona No. 2 Townhome Owners Association ("sub-association" or "Sub-Association"), and that membership shall be in addition to the Membership in the Association (Bridgetower Owners Association, LLC, the "Association"). Membership in the Sub-association and Membership in the Association is mandatory.

(b) The primary purpose of the Sub-association shall be to best provide for certain exterior landscape maintenance of the Special Use Residential Lots because of the common type and style of landscaping (grass and shrubbery), but may also include joint maintenance of unique common features unique to Special Use Residential Lots. The Sub-association shall not be responsible for maintenance of any Common Area Lot, which maintenance is the responsibility of the Association.

6. Membership. Every Owner of a Special Use Residential Lot shall, in addition to being a member of the Association, be a member of the Verona No. 2 Townhome Owners Association, Inc. ("Sub-association"). The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership in the Sub-association shall be appurtenant to and may not be separated from ownership of any Special Use Residential Lot. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

(a) Voting Rights. The Sub-association shall have two classes of voting membership:

(1) Class A. Class A members shall be all Owners of a Special Use Residential Lot, with the exception of Samas, LLC, an Idaho limited liability

company, hereinafter "Samas," hereinafter the Class B Member. Each such Owner-Class A Member shall be entitled to cast one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members of the Sub-association. However, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Special Use Residential Lot. Fractional votes shall not be allowed. The vote applicable to any said Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

(2) Class B. There shall be one Class B member, who is Samas and its assigns, who may be owners of a lot until a residence is constructed and ready for sale to a Class A Member. For each Special Use Residential Lot owned by the Class B Member, that Class B Member shall be entitled to cast three (3) votes. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(A) When the total votes outstanding in the Class A memberships equal the total votes outstanding in the Class B membership; or

(B) On December 31, 2014.

(b) Assessments.

(1) Creation of Lien and Personal Obligation of Assessments. Each Owner of each Special Use Residential Lot, by acceptance of a deed thereto (and whether or not it shall be so expressed in such deed), is deemed to covenant, promise and agree to pay to the Sub-association:

(A) All regular annual or other regular periodic assessments or charges levied by the Sub-association; and

(B) All special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on and against that respective Special Use Lot and shall be a continuing lien upon and against each respective Special Use Residence Lot against which such assessment is made, which lien may be foreclosed in the manner allowed by law. Each such assessment, together with interest, costs of collection and reasonable attorney's fee, shall also be the personal obligation of the Owner of such Special Use Residential Lot at the time when the assessment fell due. The obligation shall remain a lien on the respective Special Use Residential Lot until paid or foreclosed, but shall not be a personal

obligation of successors in title, unless expressly assumed by that successor in title. The assessments provided for herein and due to the Sub-association shall be in addition to those provided for Residential Lot Owners in the Initial Declaration and due to the Association.

(2) Purpose of Assessments. The assessments levied by the Sub-association shall be used for the reasonable expenses incurred in the operation of the affairs of the Sub-association, for the expenses incurred by the Sub-association in connection with any of its obligations contained in this Exhibit to the Supplemental Declaration or in the Bylaws of the Sub-association, and for any other purpose reasonably authorized by the Directors of the Sub-association.

(3) One Time Initial Assessments. Each Owner of a Special Use Residential Lot shall incur a one time initial assessment of \$250.00 to the Declarant, and a one time initial assessment of \$120.00 to the Sub-association.

(4) Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot by Samas to an Owner of a Special Use Residential Lot, the maximum annual assessment due the Sub-association shall be \$40.00, which amount is in addition to the annual amount due the Association (currently \$500.00). From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner of a Special Use Residential Lot, the Board of Directors of the Sub-association may fix the annual assessment at an amount necessary to provide for the reasonable expenses of the Sub-association; and said assessment shall be payable to the Sub-association in regular monthly, quarterly, semi-annual or annual installments as may be determined by the Board of Directors of the Sub-association. Annual assessments due the Association shall be revised by the Association in the manner described in the Initial Declaration and the Operating Agreement.

(5) Special Assessments for Capital Improvements. In addition to the regular assessments authorized above, the Sub-association may levy, in any assessment year, a special assessment applicable to that year only for any of the Sub-association's obligations set forth herein, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of those members who are voting in person or by proxy at a meeting duly called for this purpose. Any such special assessment shall be payable over such a period as the Sub-association shall determine.

(6) Notice and Quorum for Any Sub-association Action. Written notice of any meeting called for the purpose of taking any Sub-association action shall be sent to all members not less than thirty (30) days nor more than sixty



(60) days in advance of the meeting, in a manner set forth in the Sub-association's Bylaws. Quorums for meeting action shall be set forth in the Bylaws.

(7) Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for Class A Member Lots.

(8) Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein and due to the Sub-association, shall commence as to a Special Use Residential Lot sold on the first day following the initial conveyance of the said Lot to a Class A Member. The first annual assessment shall be adjusted according to the number of days remaining in the calendar year. The Board of Directors of the Sub-association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of the Sub-association. The Sub-association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Sub-association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Sub-association as to the status of assessments on a Lot is binding upon the Sub-association as of the date of its issuance.

(9) Effect of Nonpayment of Assessments; Remedies of Sub-association. In the event any assessment is not paid within thirty (30) days after the due date, the Owner shall be subject to a late fee in the amount of \$25.00 for each month or part thereof that the assessment shall be delinquent, which said late fee shall be added to and become a part of the assessment provided for in this section. The Sub-association may bring an action at law against the Owner personally obligated to pay the same, or may elect to foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Special Use Residential Lot.

(10) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Special Use Residential Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

(11) Exempt Property. All Special Use Residential Lots owned by the Class B Member shall be exempt from the assessments created herein.

7. Maintenance Responsibility.

(a) By Sub-association. The Sub-association shall provide all reasonably required maintenance and repairs to the following elements of each Special Use Residential Lot: (a) mowing the lawns of all front and back yards of each Lot, (b) fertilizing of all landscaped areas in the front and back yards of each Lot, (c) maintaining the sprinkler irrigation system on each Lot, (d) maintenance of flower beds and shrubbery in the front yards of each lot, and (e) shall provide snow removal for all sidewalks and driveways. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such maintenance or repairs shall be added to and become part of the assessment to which such Owner's Lot is subject. The Sub-association reserves an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Sub-association.

(b) By Owner. Each Owner of each Special Use Residential Lot shall maintain and keep in good order and repair the exterior of his residence unit, including but not limited to the roof thereof, any private decks, fences, and courtyards, and all flower beds and shrubbery located in the rear yard of each such Lot to the extent the same is not otherwise maintained by the Sub-association. In the event any Owner fails to comply with its duties as set forth herein, the Sub-association shall have the right to take such legal action as may be necessary in order to compel such compliance. In the event of damage or destruction of a residence unit by fire or other casualty, the owner must complete repair and/or replacement of the residence unit within ninety (90) days of the damage or destruction.

8. Insurance and Bond.

(a) Required Insurance. The Sub-association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Sub-association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Sub-association may deem appropriate from time to time.

(1) A comprehensive policy of public liability insurance covering the activities of the Sub-association. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Sub-association or other Owners. The scope of coverage must include all other coverage in the kinds and

amounts required by private institutional mortgage investors for projects similar in construction, location and use.

(2) If the Sub-association conducts any of its business affairs through employees of the Sub-association, workmen's compensation in the amounts and in the forms now or hereafter required by law.

(b) Optional Insurance. The Sub-association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho.

(1) Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of such committees as may be appointed from time to time by the Board of Directors or in such amount as may be reasonable in the premises.

(2) The Sub-association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the Special Use Residential Lots.

9. Additional Provisions. The following additional provisions shall apply with respect to insurance:

(a) Insurance secured and maintained by the Sub-association shall not be brought into contribution with insurance held by the individual Owners or their mortgagors, or the Association.

(b) Each policy of insurance obtained by the Sub-association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, the Sub-association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Sub-association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

(c) All policies shall be written by a company licensed to write insurance in the state of Idaho.

(d) Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation.

10. Mortgagee Protection. Notwithstanding anything to the contrary contained in this Supplemental Declaration or in the Articles or Bylaws of the Sub-association:

(a) The Sub-association shall maintain an adequate reserve fund for the performance of its obligations, and such reserve shall be funded by at least quarterly assessments.

(b) Any lien which the Sub-association may have on any Lot for the payment of assessments attributable to such Lot will be subordinate to the lien or equivalent security interest of any Mortgage on the Lot recorded prior to the date notice of such assessment lien is duly recorded.

11. General Provisions.

(a) Enforcement. The Sub-association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplemental Declaration. Failure by the Sub-association or by 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. In the event the Sub-association or an Owner is required to initiate any action to enforce the provisions of this Supplemental Declaration, it shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and any such attorney fees and costs so incurred by the Sub-association shall be added to and become a part of the assessment to which such Owner's Lot is subject.

(b) Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

(c) Amendment. The covenants and restrictions of this Exhibit and those referenced by the incorporation of the Supplemental Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Sub-association or the legal Owner of any Special Use Residential Lot subject to this Exhibit, the Supplemental Declaration and the Initial Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Supplemental Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided herein, any of the covenants and restrictions of this Supplemental Declaration, except the easements herein granted, may be amended at

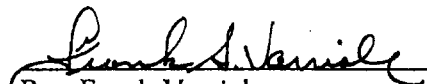
any time by an instrument signed by members entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership. Any amendment must be recorded.

(d) Assignment by Declarant. Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Sub-association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.

(e) Dispute Resolution. All Disputes (as defined herein below) arising between the Declarant and the Sub-association (or any member thereof) shall be finally determined by arbitration pursuant to the applicable rules of the American Arbitration Association. Arbitration may be commenced by either party by filing a demand for arbitration with the American Arbitration Association. Judgment upon the award rendered by the arbitrator in any arbitration in which the Declarant and the Sub-association are among the parties, shall be final and binding and may be entered in any court having jurisdiction thereof. As used herein, the term "Disputes" shall include without limitation any controversy between the Declarant and the Sub-association (whether or not the controversy includes third parties) arising in any way out of this Supplemental Declaration or its interpretation; the Declarant's work in developing and constructing the subdivision and any improvements therein, including without limitation construction defects; and the formation, operation or control of the Sub-association. Disputes include any cause of action whether arising in tort, contract, statute or otherwise. The exclusive venue for all proceedings conducted under this section shall be in Ada County, Idaho.

Approved this 22 day of March, 2005.

PRIMELAND DEVELOPMENT COMPANY, L.L.P.

  
By: Frank Varriale  
Its: Managing Partner



AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
VERONA SUBDIVISION NO. 2

\* \* \* \* \*

THIS AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VERONA SUBDIVISION NO. 2 is made on the date hereinafter set forth by Samas, LLC, an Idaho limited liability company.

WHEREAS, the Supplemental Declaration of Covenants, Conditions and Restrictions of Verona Subdivision No. 2 was recorded on March 23, 2005, as Instrument No. 105034627, records of Ada County, Idaho (hereinafter the "Supplemental Declaration"); and

WHEREAS, pursuant to Section 11(c) of Exhibit A to the Supplemental Declaration, any of the covenants and restrictions contained therein may be amended by instrument signed by Owners entitled to cast not less than 66-2/3% of the votes of membership of the Verona No. 2 Townhome Owners Association, Inc.; and

WHEREAS, undersigned is the owner of all of the lots subject to the provisions of Exhibit A to the Supplemental Declaration entitling it to cast in excess of 66-2/3% of the votes of the membership of the said Association.

NOW, THEREFORE, Exhibit A to of the Supplemental Declaration is hereby amended as follows:

1. The first sentence of Section 6(b)(4) of Exhibit A to the Supplemental Declaration shall be amended to read as follows:

Until January 1 of the year immediately following the conveyance of the first Lot by Samas to an Owner of a Special Use Residential Lot, the maximum annual assessment due the Sub-association shall be \$520.00, which amount is in addition to the annual amount due the Association (currently \$500.00).

2. A new Section 12 shall be added to read as follows:

12. Owner Occupancy. Unless otherwise approved in writing by the Board of Directors of the Sub-association, for at least the first 12 month period after the initial sale thereof to an Owner by Samas, no Lot (or dwelling unit located thereon) shall be occupied by any persons other than the Owner thereof and persons related to the Owner by blood or marriage, together with their guests, if any; and during such period no Lot or dwelling unit located thereon shall be leased or rented to, or occupied by, any other persons.

Except as amended herein, the Supplemental Declaration shall remain in full force and effect with no other change or modification.

DATED this 21st day of October, 2005.

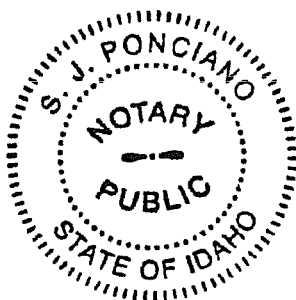
SAMAS, LLC

By Ronald D. Sargent  
Ronald D. Sargent, Manager

STATE OF IDAHO                    )  
                                              : ss.  
County of Ada                    )

On this 21st day of October, 2005, before me, the undersigned Notary Public in and for said State, personally appeared Ronald D. Sargent, known or identified to me to be the Manager of Samas, LLC, an Idaho limited liability company that executed the within instrument, or the person who executed the instrument in behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



S. J. Ponciano  
Notary Public for Idaho  
Residing at Ada County  
My Commission Expires 8/29/09

**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 on 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.

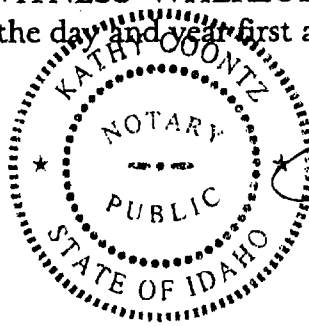
PRIMELAND DEVELOPMENT COMPANY, L.L.P.

Frank Varriale  
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.



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