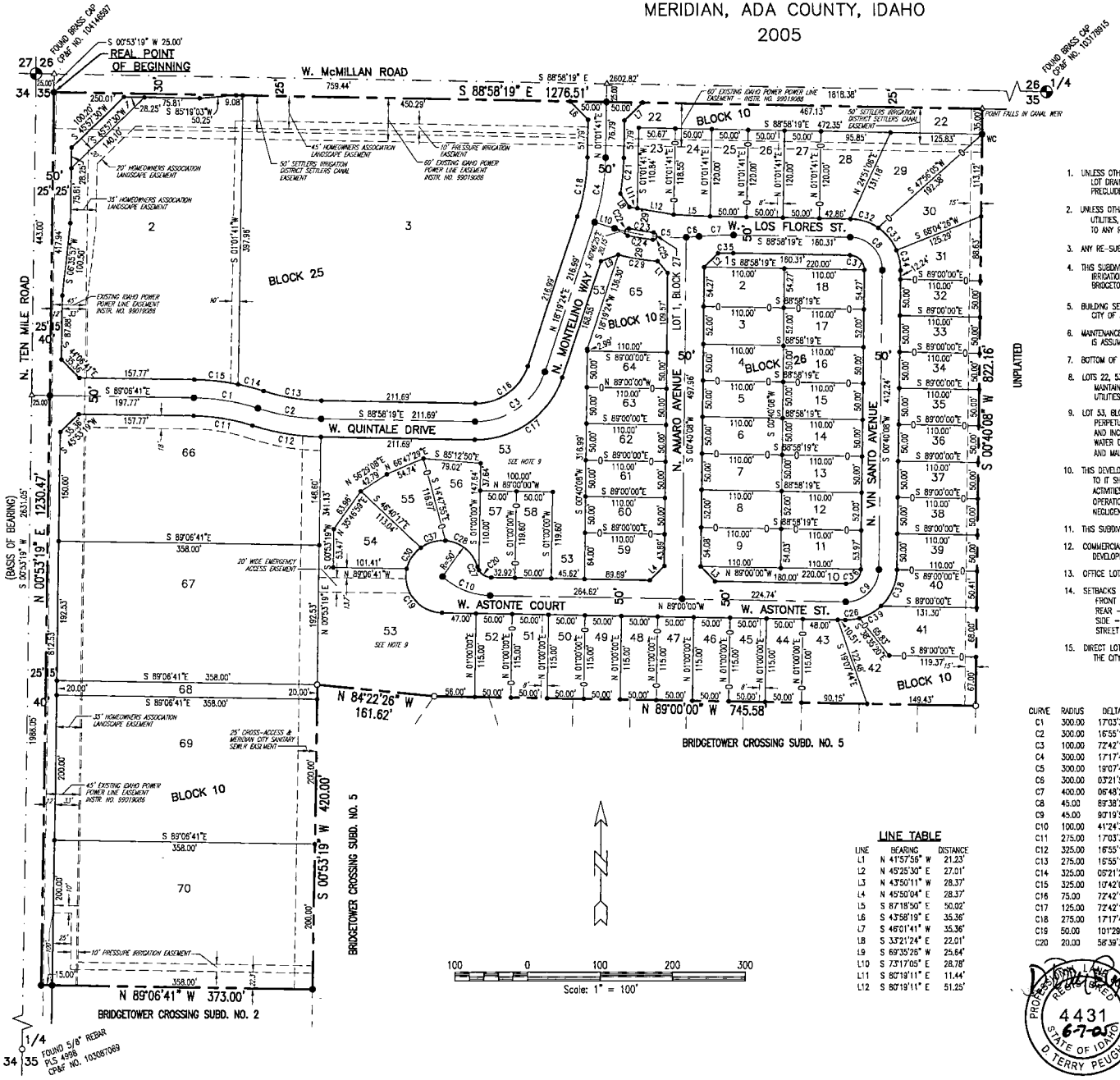
BK 92 PG 10918

PLAT SHOWING

BRIDGETOWER CROSSING SUBDIVISION NO. 7

LOCATED IN THE NW 1/4 OF SECTION 35,
T.4N., R.1W., B.M.
MERIDIAN, ADA COUNTY, IDAHO
2005



LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- LOT LINE
- ZERO SETBACK LOT LINE / NO SIDE LOT LINE EASEMENTS
- EASEMENT LINE
- FOUND BRASS CAP
- SET 5/8"x30" REBAR w/PLASTIC CAP
- SET 1/2"x24" REBAR w/PLASTIC CAP
- FOUND 1/2" REBAR AS NOTED
- FOUND 5/8" REBAR, PLS 4431 UNLESS OTHERWISE NOTED
- CALCULATED POINT
- 18 LOT NUMBER
- WC WITNESS CORNER

NOTES

1. UNLESS OTHERWISE SHOWN, ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, STREET LIGHTS, IRRIGATION, LOT DRAINAGE AND HOMEOWNERS ASSOCIATION LANDSCAPING OVER THE TEN (10) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
2. UNLESS OTHERWISE SHOWN AND DIMENSIONED, OR AS PER LEGEND, ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE OVER THE FIVE (5) FEET ADJACENT TO ANY INTERIOR SIDE LOT LINE, AND OVER THE TEN (10) FEET ADJACENT TO ANY REAR LOT LINE OR SUBDIVISION BOUNDARY.
3. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
4. THIS SUBDIVISION FALLS WITHIN THE SETTLERS IRRIGATION DISTRICT AND ALL LOTS REMAIN SUBJECT TO THE ASSESSMENTS OF SAID DISTRICT. IRRIGATION WATER HAS BEEN PROVIDED TO EACH LOT THROUGH A PRESSURIZED IRRIGATION SYSTEM TO BE OWNED AND MAINTAINED BY THE BRIDGETOWER CROSSING HOMEOWNERS ASSOCIATION.
5. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MERIDIAN OR AS SPECIFICALLY APPROVED UNDER MCUP01-005.
6. MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY.
7. BOTTOM OF BUILDING FOOTINGS SHALL BE A MINIMUM OF 12 INCHES ABOVE THE ESTABLISHED NORMAL HIGH GROUNDWATER ELEVATION.
8. LOTS 22, 53, 65 & 68, BLOCK 10; LOT 1, BLOCK 25; LOTS 1 & 10, BLOCK 26; AND LOT 1, BLOCK 27 ARE NON-BUILDABLE LOTS TO BE OWNED AND MAINTAINED BY THE BRIDGETOWER CROSSING HOMEOWNERS ASSOCIATION, OR ITS ASSIGNS, AND ARE COVERED BY BLANKET EASEMENTS FOR PUBLIC UTILITIES. LOT 68, BLOCK 10 IS ALSO COVERED BY A BLANKET CITY OF MERIDIAN SANITARY SEWER EASEMENT.
9. LOT 53, BLOCK 10 IS SERVIENT TO AND CONTAINS THE ACHD STORM WATER DRAINAGE SYSTEM. THIS LOT IS ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON JUNE 1, 2004 AS INSTRUMENT NO. 104068411, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
10. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503, IDAHO CODE, RIGHT-TO-FARM, WHICH STATES THAT NO AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN, PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR APPURTENANCE TO IT.
11. THIS SUBDIVISION IS SUBJECT TO THE TERMS OF A DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. 100079863, RECORDS OF ADA COUNTY, IDAHO.
12. COMMERCIAL LOTS, LOTS 2 & 3, BLOCK 25, ARE SUBJECT TO THE C-G SETBACKS AS DEFINED IN THE MERIDIAN CITY ZONING ORDINANCE. DEVELOPMENT ON THESE LOTS MAY OCCUR ONLY THROUGH THE CUP PROCESS.
13. OFFICE LOTS, LOTS 65, 67, 68 & 70, BLOCK 10, ARE SUBJECT TO THE L-O SETBACKS AS DEFINED IN THE MERIDIAN CITY ZONING ORDINANCE.
14. SETBACKS – SINGLE FAMILY AND TOWNHOMES:
    FRONT – 20' FRONT ENTRY GARAGE; 15' NON-FRONT ENTRY GARAGE OR LIVING AREA
    REAR – 15'
    SIDE – INTERIOR SIDE 5'; TOWNHOME COMMON LOT LINE 0' (SEE LEGEND)
    STREET SIDE – 15'
15. DIRECT LOT ACCESS TO W. McMILLAN ROAD OR N. TEN MILE ROAD IS PROHIBITED UNLESS SPECIFICALLY APPROVED IN WRITING BY ACHD AND THE CITY OF MERIDIAN.

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BRG
C1	300.00	17°03'34"	89.32	44.99	88.99	S 80°34'54" E
C2	300.00	16°55'12"	88.59	44.62	88.27	S 80°30'43" E
C3	100.00	72°42'18"	126.89	73.60	118.55	N 54°40'32" E
C4	300.00	17°17'42"	90.56	45.63	90.21	S 09°40'32" W
C5	300.00	19°07'44"	100.16	50.55	99.69	S 82°50'57" E
C6	300.00	03°21'53"	17.62	8.81	17.62	N 85°54'15" E
C7	400.00	06°48'23"	47.52	23.79	47.49	N 87°37'30" E
C8	45.00	89°38'27"	70.40	44.72	63.44	S 44°09'05" E
C9	45.00	90°19'52"	70.95	45.26	63.82	S 45°50'04" W
C10	100.00	41°24'35"	72.27	37.80	70.71	N 68°17'43" W
C11	275.00	17°03'34"	81.88	41.25	81.58	N 80°34'54" W
C12	325.00	16°55'12"	95.98	48.34	95.63	N 80°30'43" W
C13	275.00	16°55'12"	81.21	40.90	80.92	N 80°30'43" W
C14	325.00	05°21'27"	36.06	18.05	36.04	S 75°13'50" E
C15	325.00	10°42'08"	60.71	30.44	60.62	S 83°45'37" E
C16	75.00	72°42'18"	95.17	55.20	88.91	N 54°40'32" E
C17	125.00	72°42'18"	158.62	92.00	148.19	N 54°40'32" E
C18	275.00	17°17'42"	83.01	41.82	82.70	N 09°40'32" E
C19	50.00	101°29'33"	88.57	61.19	77.44	N 38°15'13" W
C20	20.00	56°39'38"	20.48	11.24	19.58	S 59°40'11" E
C21	325.00	08°42'04"	49.36	24.73	49.31	S 05°22'43" W
C22	5.00	180°00'00"	15.71	0.00	10.00	N 13°01'03" E
C23	295.00	06°40'28"	34.36	17.20	34.35	S 80°19'11" E
C24	305.00	06°40'28"	35.53	17.78	35.51	S 80°19'11" E
C25	5.00	180°00'00"	15.71	0.00	10.00	S 06°20'35" W
C26	70.00	16°03'30"	19.62	9.87	19.55	N 82°58'15" E
C27	20.00	14°44'16"	5.14	2.59	5.13	S 22°58'14" E
C28	50.00	69°57'24"	61.05	34.98	57.33	S 50°34'48" E
C29	334.00	09°25'55"	54.98	27.55	54.92	N 80°37'27" W
C30	50.00	40°58'28"	35.76	18.68	35.00	N 32°58'47" E
C31	20.00	89°38'27"	31.29	19.88	28.20	S 44°09'05" E
C32	70.00	33°12'11"	40.57	20.87	40.00	N 72°22'13" W
C33	70.00	33°12'11"	40.57	20.87	40.00	N 39°10'02" W
C34	70.00	23°14'05"	28.39	14.39	28.19	N 10°56'54" W
C35	375.00	03°10'48"	20.81	10.41	20.81	N 89°26'17" E
C36	20.00	90°19'52"	31.53	20.12	28.37	S 45°50'04" W
C37	50.00	40°58'29"	35.76	18.68	35.00	N 73°57'16" E
C38	70.00	45°54'56"	56.10	29.65	54.61	N 23°37'37" E
C39	70.00	28°21'25"	34.64	17.68	34.29	N 60°45'47" E

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 41°57'56" W	21.23'
L2	N 45°25'30" E	27.01'
L3	N 43°50'11" W	28.37'
L4	N 45°50'04" E	28.37'
L5	S 87°18'50" E	50.02'
L6	S 43°58'19" E	35.36'
L7	S 46°01'41" W	35.36'
L8	S 33°21'24" E	22.01'
L9	S 69°35'26" W	25.64'
L10	S 73°17'05" E	28.78'
L11	S 80°19'11" E	11.44'
L12	S 80°19'11" E	51.25'

PROFESSIONAL LAND SURVEYOR REGISTERED 4431 6-7-05 STATE OF IDAHO D TERRY PEUGH

PRIMELAND DEVELOPMENT, LLP
DEVELOPER
MERIDIAN, ID

JOB NO. 40201
SHEET 1 OF 2
40201-PLT.DWG 08/07/05 BKB

ENGINEERING SOLUTIONS, LLP
EAGLE, IDAHO

IDAHO SURVEY GROUP
MERIDIAN, IDAHO

BRIDGETOWER CROSSING SUBDIVISION NO. 7

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 NW ¼ OF SECTION 35, T. 4N., R.1W., B.M., MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CORNER COMMON TO SECTIONS 26, 27, 34, AND THE SAID SECTION 35, FROM WHICH THE ¼ CORNER COMMON TO SAID SECTIONS 34 AND 35 BEARS SOUTH 00°53'19" WEST, 2631.05 FEET; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 35 SOUTH 88°58'19" EAST, 25.00 FEET; THENCE SOUTH 00°53'19" WEST, 25.00 FEET TO THE REAL POINT OF BEGINNING.

THENCE ALONG THE SOUTH RIGHT-OF-WAY OF W. MCMILLIAN ROAD SOUTH 88°58'19" EAST, 1276.51 FEET;

THENCE SOUTH 00°40'08" WEST, 822.16 FEET TO THE NORTHEAST CORNER OF LOT 20, BLOCK 10 OF BRIDGETOWER CROSSING SUBDIVISION NO. 5, AS SAME IS RECORDED IN BOOK 89 OF PLATS AT PAGE 10385 , RECORDS OF ADA COUNTY, IDAHO;

THENCE ALONG THE NORTH AND WEST BOUNDARY OF SAID SUBDIVISION NORTH 89°00'00" WEST, 745.58 FEET;

THENCE NORTH 84°22'26" WEST, 161.62 FEET;

THENCE SOUTH 00°53'19" WEST, 420.00 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 10 OF BRIDGETOWER CROSSING SUBDIVISION NO. 2, AS SAME IS RECORDED IN BOOK 86 OF PLATS AT PAGE 9641, RECORDS OF ADA COUNTY, IDAHO;

THENCE ALONG THE NORTH BOUNDARY OF SAID SUBDIVISION NORTH 89°06'41" WEST, 373.00 FEET TO A POINT ON EAST RIGHT-OF-WAY OF N. TEN MILE ROAD;

THENCE ALONG SAID RIGHT-OF-WAY NORTH 00°53'19" EAST, 1230.47 FEET TO THE POINT OF BEGINNING. CONTAINING 27.60 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 ERECTED 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 20TH DAY OF SEPTEMBER, 20 04

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

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF ADA) SS

ON THIS 20TH DAY OF SEPTEMBER 20 04, 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 THE PRIMELAND DEVELOPMENT CO. 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.

REBECCA L. McKAY NOTARY PUBLIC STATE OF IDAHO

Rebecca L. McKay
NOTARY PUBLIC FOR IDAHO
RESIDING AT EAGLE, IDAHO
MY COMMISSION EXPIRES: 4/24/06

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

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

CENTRAL DISTRICT HEALTH DEPARTMENT ADA COUNTY

Malcolm McKean REHS 9-17-04
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 Bruister 6/8/05
COUNTY SURVEYOR PELS3030

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.

PROFESSIONAL REGISTERED LAND SURVEYOR 4431 9-15-04 STATE OF IDAHO D. TERRY PEUGH

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

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 2ND DAY OF March 20 06.

ADA COUNTY HIGHWAY DISTRICT

CHAIRMAN
ADA COUNTY HIGHWAY DISTRICT

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 1ST DAY OF June, 2004 THIS PLAT WAS DULY ACCEPTED AND APPROVED.

William G. Berg, Jr.
MERIDIAN CITY CLERK

CITY OF MERIDIAN INCORPORATED SEAL AUGUST 1ST, 1903 ADA COUNTY, IDAHO

CERTIFICATE OF COUNTY TREASURER

ADA COUNTY TREASURER

I, Lynda 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.

Lynda Fischer by Marcy Everett 6-8-05
COUNTY TREASURER DATE

CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. 105074696

STATE OF IDAHO)
SS
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF Engineering Solutions AT 02 MINUTES PAST 3 O'CLOCK P.M., THIS 9th DAY OF June, 2005, IN MY OFFICE AND WAS DULY RECORDED IN BOOK 92 OF PLATS AT PAGES 10918 AND 10919.

K. Ames
DEPUTY

J. David Navarro
EX-OFFICIO RECORDER

Fee: $11.00

PRIMELAND DEVELOPMENT CO., LLP
DEVELOPER
MERIDIAN, ID

JOB NO. 40201
SHEET 2 OF 2
40201\40201-BAK.DWG 04/15/04 BKB

ENGINEERING SOLUTIONS, LLP EAGLE, IDAHO

IDAHO SURVEY GROUP MERIDIAN, IDAHO

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 57.00 19
BOISE IDAHO 01/18/06 02:33 PM
DEPUTY Neava Haney
RECORDED-REQUEST OF
Pioneer
106008340

19

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BRIDGETOWER CROSSING SUBDIVISION NO. 7

THIS SUPPLEMENTAL DECLARATION is made this 12th day of January, 2006, 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 22 through 70, inclusive, in Block 10; Lots 1 through 3, inclusive, in Block 25; Lots 1 through 18, inclusive, in Block 26; and Lot 1 in Block 27; according to the Official Plat of BRIDGETOWER CROSSING SUBDIVISION NO. 7 ("Plat"), filed in Book 92 of Plats at Pages 10918 through 10919, as Instrument No. 105074696, official records of Ada County, Idaho.
>
> The vested owner of Lot 41 in Block 10 has executed a concurrent instrument, requesting that Lot 41 in Block 10 be included as Supplemental Property.

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, 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, Bridgetower Crossing Subdivision No. 8, Bridgetower Crossing Subdivision No. 9, Verona Subdivision No. 1, and Verona Subdivision No. 2; and may include other integrated Bridgetower subdivisions as they are identified in other supplemental declarations.

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 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 describe the Modifications 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 Lots identified as "Townhome 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) all Owners of Lots identified as "Commercial Lots" within the Supplemental Property, shall not be members of the Association, and Owners of Commercial Lots shall have separate maintenance and use obligations not provided by the Association, as separately identified in this Supplemental Declaration; and (4) all 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 and lots described as 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 as described in the Initial Declaration shall be deemed to be definitional and general references to the Supplemental Property.

(b) Specifically. Declarant hereby specifically declares that all Bridgetower Crossing Subdivision No. 7 Townhome Residential Lot Owners shall be Members of the Association. Declarant hereby specifically declares that all Bridgetower Crossing Subdivision No. 7 Commercial Lot Owners shall not be Members of the Association.

(c) Each "Lot" or "lot" in the Supplemental Property shall refer to each plot of land (designated by Lot and Block) in the recorded Plat of Bridgetower Crossing Subdivision No. 7, according to the official plat thereof, records of Ada County, Idaho. Supplemental Property Lots are designated as either Common Area Lots, Townhome Residential Lots, Commercial Lots, or Special Use Restricted Lots. The use, rights, duties, and restrictions for each type of designated Lot are different from other types of Lots, and the differences are noted as follows:

(1) Commercial Lots. The Commercial Lots in the Supplemental Property are Lots 2 and 3 in Block 25 of the Plat, and Lots 66, 67, 69, and 70 in Block 10 of the Plat. Commercial Lots may be used for any "commercial" purposes, provided that those uses are permitted uses under the laws of the City of Meridian, Idaho. All Commercial lots may be replatted, combined, or re-configured (by lot line adjustment or other approved City of Meridian, Idaho, process) into larger or smaller Commercial Lots, as approved by the City of Meridian, Idaho.

(2) Common Area Lots. The Common Area Lots are Lots 22, 53, and 65 in Block 10 of the Plat; Lots 1 and 10 in Block 26 of the Plat; and Lot 1 in Block 27 of the Plat. These Common Area Lots are non-buildable lots held for the benefit of all Members of the Association. These Common Area Lots shall be generally used for the purposes more particularly described in Section 9 of this Supplemental Declaration, and shall be owned by and maintained by the Association.

(3) Townhome Residential Lots. The Townhome Residential Lots are Lots 2 through 9 in Block 26 of the Plat; Lots 11 through 18 in Block 26 of the Plat; Lots 23 through 52 in Block 10 of the Plat; and Lots 54 through 64 in Block 10 of the Plat. Townhome Residential Lots are in all respects intended to be used only for residential purposes (in the same manner as other "Residential Lots" in all Bridgetower Subdivisions) but have been designated for use as "Townhome," "Townhouse," or "Patio Home" styled residences as identified in Meridian City Ordinances, because of the size and layout of the Townhome Residential Lots. Specifically, Townhome Residential Lots have limited yard areas, limited setback requirements, may make use of common walls and common roofs, and may have other unique construction characteristics different from other Bridgetower Subdivision Residential Lots; and therefore have special conditions, covenants, and restrictions. Those special conditions, covenants, and restrictions are fully set forth in Exhibit "A" attached hereto and incorporated by reference. The special conditions, covenants, and restrictions identified on Exhibit "A" are in addition to the general requirements of this Supplemental Declaration, and Exhibit "A" is only applicable to Townhome Residential Lots in this Plat.

(4) Lot 1 in Block 25 of the Plat, and Lot 68 in Block 10 of the Plat, are each designated as a "Special Use Restricted Lot." Declarant, in its sole discretion, may retain ownership of any Special Use Restricted Lot; or alternatively, may convey either or both of these Special Use Restricted Lots to the Association; or alternatively, may convey either or both of these Special Use Restricted Lots to an association formed by or for the benefit of the Owners of Commercial Lots; or alternatively, may convey either or both of these Special Use

Restricted Lots to a governmental body politic. Regardless of the actual ownership of a Special Use Restricted Lot, the respective Special Use Restricted Lot use will be as follows:

(a) Lot 1 in Block 25 of the Plat. This Lot is a non-buildable lot which may act as a buffer strip between the northwest corner of Commercial Lot 2 of Block 25 of the Plat and the adjacent traffic turn lane (from N. Ten Mile Road to W. McMillan Road), but may be conveyed by Declarant to ACHD, at Declarant's sole and separate judgment, to expand the size of the traffic turn lane at that corner, depending upon future ACHD design decisions. If not conveyed by Declarant to ACHD, then Lot 1 in Block 25 of the Plat shall have only those uses as Declarant alone shall decide or as evidenced by Declarant's decision to convey this Special Use Restricted lot to the Association or another entity or association.

(b) Lot 68 in Block 10 of the Plat. A City of Meridian sewer trunk line is situate in this Special Use Restricted Lot, it is subject to the City of Meridian sewer line easement, and it shall always be a non-buildable lot. Notwithstanding the grant of the sewer line easement, this Lot shall be subject to cross access rights between the owners of Commercial Lots 66, 67, 69 and 70 in Block 10 of the Plat; and may, in whole or in part, be made available as an additional access lane from N. Ten Mile Road to benefit the owners of Commercial Lots 66, 67, 69 and 70 in Block 10 of the Plat; and may be used for supplemental parking for the owners of Commercial Lots 66, 67, 69, and 70 in Block 10 of the Plat as Declarant, in its sole discretion, shall decide. In the event this Special Use Restricted Lot, in whole or in part, should become an access from N. Ten Mile Road and/or parking, Declarant may, in its sole discretion, form an association for the benefited Commercial Lot owners, or require the benefited Commercial Lot owners to accept the maintenance of the road directly or through an association for the benefited Commercial Lot owners, subject to the requirements of the sanitary sewer easement grant.

2. Construction Setback Requirements. Construction of Townhome Residences on Townhome Residential Lots, shall adhere to the setback requirements set forth on Exhibit "A." Construction of Commercial buildings on Commercial Lots are subject to the C-G setbacks or the L-O setbacks as defined in the Meridian City Zoning Ordinance, and/or variances as the City of Meridian shall grant.

3. Commercial Lot Owners Relationship with Association. Commercial Lots may be developed and used only for those commercial purposes as allowed by the City of Meridian, together with the building and use restrictions imposed by Declarant in this Supplemental Declaration as more particularly described in Section 5 below, and those as may be more fully set forth on the Plat of the Supplemental Property (including those created by any subsequent re-plat or reconfiguration of the Commercial Lots).

Owners of Commercial Lots shall not be Members of the Association and shall not be liable to pay Membership assessments to the Association, nor shall the Owners of Commercial Lots be members of a sub-association formed for the benefit of the Townhome Residential Lot Owners, and shall not be liable to pay membership assessments to that sub-association. Notwithstanding the foregoing, Commercial Lot Owners shall have a direct obligation to pay the Association (or its designated Manager or agent) a pro-rata share of certain Association maintenance expenses, as follows:

(a) The Association's maintenance of Special Restricted Use Lot 1 in Block 25 and/or Lot 68 in Block 10 of the Plat (but only if the Association owns and maintains either of those Lots) and for the Association's maintenance of Common Area Lots 22, 53, and 65 in Block 10 of the Plat, and Lot 1 in Block 27 of the Plat of the Supplemental Property, in a pro-rata basis with other Members of the Association.

(b) The Association's cost 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 in a pro-rata basis with other Members of the Association.

(c) "Pro-rata" share shall mean a reasonable per Lot allocation of the Association's total maintenance expenses incurred for the maintenance of all Common Area Lots in the Supplemental Property, adding all of the Commercial Lots to all of the Townhome Residential Lots.

4. Formation of separate association for Commercial Lot Owners. Because Commercial Lot owners have separate maintenance obligations for access and/or cross access lots, and may have other maintenance obligations for parking and signage as Declarant may elect, and because the Commercial Lot owners are not members of the Association or the sub-association for Townhome Residential Lots, it may be necessary to form a corporate non-profit association solely for Commercial Lot owners to properly share in the unique maintenance obligations associated with the ownership of Commercial Lots. Declarant may form a corporate not for profit association for the Commercial Lot owners or may permit the Commercial Lot owners the opportunity to reach a shared maintenance plan without the separate burden of operating as a non-profit corporate association, as Declarant in its sole and separate judgment shall decide. Regardless of which election Declarant shall make, each Commercial Lot owner shall have a shared obligation for the maintenance obligations that are unique to the Commercial Lot owners, which obligation is in addition to the obligations described in Section 3 above.

5. Building and Landscaping Requirements for Commercial Lots. Each Owner of a Commercial Lot, including his contractor, builder, or Owner agent, 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 the 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.

6. Subsequent Re-platting of Commercial Lots. The Commercial Lots may be re-platted and/or reconfigured into smaller or larger lots by Declarant or by subsequent Commercial Lot Owners for other allowed uses, provided that Declarant or subsequent Owners obtain approval of the City of Meridian through lawful process. In the event of such a re-platting, the Owners of re-platted lots shall still meet all the covenants, conditions and restrictions that affect Commercial Lots, including but not limited to the requirements of Sections 3, 4, and 5 above.

7. Parking and Access. Each Commercial Lot Owner shall provide proper access to and from his Lot to a public street, and shall create an adequate parking area(s) for the intended 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 Commercial Lots 2 and 3 in Block 25 of the Plat (including any re-platting of those Lots) shall be provided from W. Quintale Drive and/or from N. Montelino Way. Similarly, the access to Commercial Lots 66, 67, 69, and 70 in Block 10 of the Plat shall be provided from W. Quintale Drive and/or N. Montelino Way, but may, subject to approval by ACHD and a determination by Declarant, and under such terms as Declarant may impose, be provided in whole or in part through Special Use Restricted Lot 68 in Block 10 of the Plat and/or any additional access granted from N. Ten Mile Road. Additionally, to the extent permitted by ACHD and the City of Meridian, Declarant may, but shall not be required to, provide additional access to and from McMillan Road and/or Ten Mile Road. Additionally, a shared access easement is reserved on the east side of Lots 66, 67, 68, 69 and 70 in Block 10 of the Plat, as noted on the Plat, for the primary benefit of the Commercial Lot owners. Access across and between any of the Commercial Lots (including any re-platted or reconfigured Lots) shall be provided by and subject to a shared cross access easement, which shall be made a part of the Declarant's conveyance of each of the Commercial Lots. In addition to any Plat requirements, the following rules shall apply to the use and maintenance of any shared cross access easement:

(a) The only permitted use for this shared cross easement on the east side of Lots 66, 67, 69, and 70 in Block 10 is to facilitate ingress and egress to and from each Commercial Lot for each Commercial Lot Owner's customers, invitees and service vendors, to and from a public road. No Commercial Lot Owner shall use or permit any other use, including but not limited to parking uses, refuse storage or business activity within the shared cross access easement. The shared cross access easement over Lot 68 in Block 10, may include shared parking uses to the extent that Declarant so elects, and is subject to the access requirements, if any, imposed by the City of Meridian.

(b) Each Commercial Lot Owner agrees that the cross access easement on his Commercial Lot shall be available for proper use by every other Commercial Lot Owner, including his customers, invitees and service vendors.

(c) If permitted, Declarant shall pave the shared cross access easement crossing Commercial Lots 66, 67, 69 and 70 (and across Special Use Restricted Lot 68) in Block 10 of the Plat, and shall provide curb and gutter along the easterly boundary of these Lots. Thereafter, each of these Commercial Lot Owners agree to provide, pro-rata, all of the maintenance needed to keep the paved access in good condition. In the event that a Commercial Lot Owner determines that it is time to repave the surface paving over this shared cross access easement, such Owner shall first try to reach an agreement with each of the 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 such an agreement cannot be reached because of a dispute over the extent of repair needed, any 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.

8. 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 the Townhome 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 Townhome Residential Lots in the Supplemental Property. Generally, Declarant intends to provide a uniform type of vinyl fencing for all of the Townhome Residential Lots in the Supplemental Property. The initial cost of providing each Townhome Residential Lot 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 Townhome Residential Lot. Declarant shall be entitled to delay the final installation of each Townhome Residential Lot Owner's fence until a residence is fully constructed on the affected Lot.

(b) Once a Townhome 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 Townhome Residential Lot Owner. Neither the Declarant nor the Association, nor any sub-association for Townhome Residential Lot Owners 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 Townhome Residential Lots; and shall be subject to any restrictions and requirements of that certain Development Agreement recorded as Instrument No. 100079863, 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 nor any subassociation.

(d) Fences may be permitted on Commercial Lots, provided that they have been approved in writing by the Declarant or by the 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 Townhome 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 Townhome Residential Lot uses. Nevertheless, the decision of the Declarant or CACC as approved by the City of Meridian shall be final.

9. 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. The Common Area Lots in the Supplemental Property shall be available for the mutual use and benefit of all Members of the Association. The Common area Lots in the Supplemental Property and their intended uses are as follows:

(a) Lots 22, 53, and 65 in Block 10 of the Plat; Lots 1 and 10 in Block 26 of the Plat; and Lot 1 in Block 27 of the Plat; are non-buildable lots to be owned and maintained by the Association, or its assigns, and are covered by blanket easements for public utilities. These lots may also be used for landscape, pressure irrigation, and homeowners pedestrian access.

(b) Lot 53 in Block 10 is servient to and contains the ACHD Storm Water Drainage System. This lot is encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on June 1, 2004, as Instrument No. 104068411, official records of Ada County (the "Master Easement"). The Master Easement and the Storm Water Drainage System are dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the Storm Water Drainage System.

(c) The Special Use Restricted Lots may be made Common Area lots to be owned and maintained by the Association if and only if Declarant elects to do so.

10. 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.

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.

KIMBERLY WINKLE
Notary Public
State of Idaho

By: Frank Varriale
Its: Managing Partner

STATE OF IDAHO)
: ss.
County of Ada)

On this 12th day of ~~December, 2005~~ January 4, 2006, 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 Star, Id
Commission Expires 11/7/2009

EXHIBIT "A"
SEPARATE DECLARATION FOR TOWNHOME RESIDENTIAL LOTS

1. Designation. Declarant declares that Lots 23 through 52 in Block 10; Lots 54 through 64 in Block 10; Lots 2 through 9 in Block 26; and Lots 11 through 18 in Block 26 of the Supplemental Property are Townhome Residential Lots and are subject to this Exhibit "A" special and separate declaration. All of the terms and conditions of the Supplemental Declaration of Covenants, Conditions and Restrictions for Bridgetower Crossing Subdivision No. 7 are deemed incorporated into this Exhibit by reference.

2. Townhome Residential Lot Use. Owners of Townhome Residential Lots may construct "Townhomes," "Townhouses," or "Patio Homes" on these designated Lots. The definition of "Townhomes," "Townhouses," 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. Generally, Townhome Residential Lots allow residences to be constructed that will leave limited yard areas, allow for reduced setbacks, including zero side setbacks in certain situations as depicted on the Plat, and allow residences that may make use of common wall and/or common roof construction. Townhome Residential Lots may be used to construct 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 Townhome 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 Townhome 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 Townhome Residences shall be primarily controlled by the City of Meridian. Notwithstanding the City of Meridian's primary role regarding construction and design requirements, Declarant, or at Declarant's discretion, a special Townhome Residential Design Review Committee, shall have the right, in addition to the City of Meridian, to approve the exterior design (including elevations and materials) of every Townhome Residence before it shall be constructed and to approve the final "landscape package" to be installed by the Owner's

builder. Declarant or the special Townhome Residential Design Review Committee (if one is formed) shall have the right to charge a design approval fee not to exceed Five Hundred Dollars ($500).

5. Sub-Association for Owners of Townhome Residential Lots. Because of the unique nature of Townhome Residential Lots and the nature of Townhomes that will be constructed thereon, a separate sub-association shall be created for the Owners of Townhome Residential Lots. This sub-association shall be known as the Bridgetower Crossing No. 7 Townhome Owners Association, Inc., an Idaho non-profit corporation, hereinafter referred to as the "No. 7 Townhome Sub-Association." The following terms, conditions, covenants, restrictions, and duties shall be applicable only to Members of the No. 7 Townhome Sub-Association:

(a) Each Owner of a Townhome Residential Lot in Bridgetower Crossing Subdivision No. 7 shall be a member of the No. 7 Townhome Sub-Association, a non-profit Idaho corporation. Membership in the No. 7 Townhome Sub-Association is an incident of Townhome Residential Lot ownership, and is in addition to being a Member in the Association (Bridgetower Owners Association, LLC, the "Association"). Membership in the No. 7 Townhome Sub-Association and Membership in the Association is mandatory.

(b) The primary purpose of the No. 7 Townhome Sub-Association is to provide for uniform perpetual landscape maintenance of the "landscape package" that will be installed on each of the Townhome Residential Lots as a part of the construction of each Townhome. The "landscape package" (as defined in Section 7) shall be installed by the Owner's builder and, once installed, shall be maintained by the No. 7 Townhome Sub-Association. The No. 7 Townhome Sub-Association may provide maintenance to other common features unique to Townhome Residential Lots, including but not limited to snow removal, as the No. 7 Townhome Sub-Association may decide. However, the preliminary maximum monthly assessment budget as set forth in Section 6 (b)(4) of this Separate Declaration, is based solely on Declarant's forecast of the reasonable expense that will be incurred by the No. 7 Townhome Sub-Association to provide the mandatory landscape package maintenance and for general Sub-Association operating expenses, and does not include any supplemental amount for other services the No. 7 Townhome Sub-Association may decide to undertake. The No. 7 Townhome Sub-Association shall not be responsible for maintenance of any Common Area Lot, which maintenance is the responsibility of the Association, nor shall it provide maintenance to any special or not-in-common features placed on a Townhome Residential Lot by any Lot owner.

6. Membership. Every Owner of a Townhome Residential Lot shall, in addition to being a Member of the Association, be a member of the No. 7 Townhome Sub-Association. The foregoing is not intended to include persons or entities who hold an interest in a Townhome Residential Lot merely as security for the payment of an obligation. Membership in the No. 7 Townhome Sub-Association shall be appurtenant to and may not be separated from ownership of a Townhome 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 the Townhome Residential Lot shall terminate or be transferred.

(a) Voting Rights. The No. 7 Townhome Sub-Association shall have two classes of voting membership:

(1) Class A. A Class A Member shall be each Owner of a Townhome Residential Lot, with the exception of an owner who is a Class B Member. Each Class A Member shall be entitled to cast one vote for each Lot owned. When more than one person holds an interest in any Townhome Residential Lot, all such persons shall be members of the No. 7 Townhome Sub-Association. However, the vote for each Class A membership Lot shall be exercised as the joint owners may determine, but in no event shall more than one vote be cast with respect to any Class A member owned Townhome Residential Lot. Fractional votes shall not be allowed.

(2) Class B. There shall be one Class B Member, who is the Declarant and Declarant's assigns, who remains as the Owner of a Townhome Residential Lot until a residence is constructed on the Lot and title is then transferred to a Class A Member. The Class B Member shall be entitled to cast five (5) votes for each Townhome Residential Lot owned by the Class B Member. 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 all of the Townhome Residential Lots are owned by Class A members; or

(B) On December 31, 2014.

(b) Assessments.

(1) Creation of Lien and Personal Obligation of Assessments. Each Owner of each Townhome 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 No. 7 Townhome Sub-Association:

(A) All regular annual or other regular periodic assessments or charges levied by the No. 7 Townhome 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 Townhome Residential Lot and shall be a continuing lien upon and against each respective 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 fees, shall also be the personal obligation of the Owner of such Townhome Residential Lot at the time when the assessment fell due. The obligation shall remain a lien on the respective Townhome 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

No. 7 Townhome Sub-Association shall be in addition to those provided for Townhome Residential Lot Owners in the Initial Declaration and due to the Association.

(2) Purpose of Assessments. The assessments levied by the No. 7 Townhome Sub-Association shall be used for the reasonable expenses incurred in the operation of the affairs of the No. 7 Townhome Sub-Association, for the expenses incurred by the No. 7 Townhome Sub-Association in connection with any of its obligations contained in this Exhibit to the Supplemental Declaration or in the Bylaws of the No. 7 Townhome Sub-Association, and for any other purpose reasonably authorized by the Directors of the No. 7 Townhome Sub-Association.

(3) One Time Initial Assessments. Each Owner of a Townhome 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 No. 7 Townhome Sub-Association.

(4) Maximum Annual Assessment. Until that point in time when Declarant has conveyed title to more than fifty percent (50%) of the Townhome Residential Lots to residential lot owners ("minimum lot sales"), the maximum monthly assessment due the No. 7 Townhome Sub-Association by each Class A Member shall not exceed $40.00 (per month), which amount is in addition to the annual amount due the Association (currently $500.00) and the one-time initial assessment to the No. 7 Townhome Sub-Association. Each lot owner recognizes that the assessment is an estimate by the Declarant, taking into consideration only the maintenance of the "landscape package" (described in Section 7) and the reasonable expenses of operating the Sub-Association, including a reasonable management fee, and that these expenses will be subject to increases after a period of time. After Declarant has made the minimum lot sales, the Board of Directors of the No. 7 Townhome Sub-Association shall fix the annual assessment at an amount necessary to provide for the mandatory maintenance of the landscape package, other common expenses agreed to be provided for by the Association, and the reasonable operating expenses of the No. 7 Townhome Sub-Association, including a reasonable management fee; and said assessment shall be payable to the No. 7 Townhome Sub-Association in regular monthly, quarterly, semi-annual or annual installments as may be determined by the Board of Directors of the No. 7 Townhome Sub-Association. Assessments due the No. 7 Townhome Sub-Association shall be determined by the Board of Directors of the No. 7 Townhome Sub-Association at least annually, after Declarant has made minimum lot sales.

(5) Special Assessments for Capital Improvements. In addition to the regular assessments authorized above, the No. 7 Townhome Sub-Association may levy, in any assessment year, a special assessment applicable to that year only for any of the No. 7 Townhome 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 No. 7 Townhome Sub-Association shall determine.

(6) Notice and Quorum for Any No. 7 Townhome Sub-Association Action. Written notice of any meeting called for the purpose of taking any No. 7 Townhome 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 No. 7 Townhome 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 No. 7 Townhome Sub-Association, shall commence as to a Townhome 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. From the time that minimum lot sales have been met, the Board of Directors of the No. 7 Townhome 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 No. 7 Townhome Sub-Association. The No. 7 Townhome Sub-Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the No. 7 Townhome Sub-Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the No. 7 Townhome Sub-Association as to the status of assessments on a Lot is binding upon the No. 7 Townhome Sub-Association as of the date of its issuance.

(9) Effect of Nonpayment of Assessments; Remedies of No. 7 Townhome 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 No. 7 Townhome 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 because of his non-use of an Association Common Area, nor because he has abandoned use of his Townhome 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 Townhome 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 Townhome Residential Lots owned by the Class B Member shall be exempt from the assessments created herein.

7. Description of "Landscape Package," Installation, and Maintenance Responsibility.

(a) The "Landscape Package." The "landscape package" is defined as a generally uniform landscaping scheme with common elements that shall be installed on each Townhome Residential Lot. It shall generally include: (a) grass planted or sodded in the front, back, and side yards, (b) installation of shrubs and trees, (c) installation of flower beds, and (d) installation of an irrigation system to adequately maintain the grass, shrubs and trees. It is subject to more specific Declarant reservations and conditions as set forth below.

(b) Installation. The landscape package shall be installed by the Lot Owner's builder as a part of the construction of the Townhome Residential unit on the Lot. Notwithstanding the Declarant's specific reservations, Declarant shall not be required to install the landscape package. The landscape package shall be installed within a reasonable time after the construction of a Townhome unit and no later than six months after completion of the Townhome unit, and installation shall be accomplished in a workmanlike manner.

(c) Declarant's Specific Reservations. Declarant reserves the right to specify the quantity and type of shrubs and trees, the layout and location, the general location and quantity of flower beds and grass configurations, and the overall design and setup of the irrigation. Alternatively, Declarant may assign these rights to the Townhome Residential Design Review Committee.

Notwithstanding the right of the Declarant to make the foregoing specific decisions regarding the exact makeup of the landscape package that must be installed by the Owner's builder, Declarant shall have no liability to an Owner or to the No. 7 Townhome Sub-Association for any aspect of the landscape package, including but not limited to the viability of the growing material or the effectiveness of the irrigations system. Declarant expressly disclaims any warranty for the landscape package, including all implied warranties.

(d) Flower Beds. Each Lot Owner shall decide upon the type and quantity of flora to be grown in the flower beds. Neither Declarant nor the No. 7 Townhome Sub-Association shall be obligated to plant flowers or other flora in the flower beds, nor maintain the flora or the flower beds. That responsibility shall be the sole responsibility of each Lot Owner.

(e) Maintenance of the Landscape Package. Once the landscape package is installed by Owner's builder, it shall be the duty of the No. 7 Townhome Sub-Association to perpetually provide reasonable maintenance of that landscape package (except the flower beds), which maintenance shall include mowing the lawns, fertilizing the lawns, trimming and pruning the trees and shrubs, and maintaining the sprinkler irrigation system on each Lot. It shall be the separate obligation of each Lot Owner to maintain each flower bed, including adequate weed control. In the event an individual Lot Owner (including his family, guests and invitees) has acted in a negligent or willful manner with regard to the use of any element of the landscape package (including but not limited to improper connections or revisions of the irrigation system) and that act has resulted in special or additional maintenance costs to the No. 7 Townhome Sub-Association, then that Lot Owner shall be solely liable to the Sub-Association for the additional or special cost incurred by the Sub-Association, proximately caused by the Lot Owner's actions, and that separate cost shall be added to and become part of the assessment to which such Owner's Lot is subject.

(f) Access. The No. 7 Townhome Sub-Association reserves an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the No. 7 Townhome Sub-Association.

(g) Other Maintenance. The No. 7 Townhome Sub-Association may, but shall not be required to provide any other type of maintenance service for the common good of the members, as the Directors shall decide. However, in the event that other maintenance service cannot be provided without a twenty percent (20%) increase in the annual assessments, it shall require the affirmative vote of at least 51% of all members.

(h) Other Maintenance By Owner. Each Owner of each Townhome 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. In the event any Owner fails to comply with its duties as set forth herein, the No. 7 Townhome Sub-Association shall have the right to take such legal action as may be necessary in order to compel such compliance. In the event such action is brought by the No. 7 Townhome Sub-Association, the prevailing party shall recover an award of reasonable attorney fees incurred, in addition to other relief as the court shall award. 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 No. 7 Townhome 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 No. 7 Townhome 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 No. 7 Townhome Sub-Association may deem appropriate from time to time.

(1) A comprehensive policy of public liability insurance covering the activities of the No. 7 Townhome 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 No. 7 Townhome 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 No. 7 Townhome Sub-Association conducts any of its business affairs through employees of the No. 7 Townhome Sub-Association, worker's compensation in the amounts and in the forms now or hereafter required by law.

(b) Optional Insurance. The No. 7 Townhome 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 No. 7 Townhome 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 Townhome Residential Lots.

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

(a) Insurance secured and maintained by the No. 7 Townhome 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 No. 7 Townhome Sub-Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, the No. 7 Townhome 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 No. 7 Townhome Sub-Association without a prior written demand that the defect be cured; and 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 No. 7 Townhome Sub-Association:

(a) The No. 7 Townhome 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 No. 7 Townhome 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 No. 7 Townhome 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 No. 7 Townhome 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 No. 7 Townhome 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 No. 7 Townhome 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 No. 7 Townhome Sub-Association or the legal Owner of any Townhome 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 No. 7 Townhome 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 No. 7 Townhome 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 No. 7 Townhome 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 No. 7 Townhome 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 No. 7 Townhome 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 12th day of ~~December, 2005~~ January 2006.

PRIMELAND DEVELOPMENT COMPANY, L.L.P.

By: Frank Varriale
Its: Managing Partner

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

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

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

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

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

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

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

ARTICLE SEVEN
Architectural Control

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

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

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

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

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

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

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

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

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

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

ARTICLE EIGHT
Common Areas

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE NINE
Future Development and Annexation

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

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

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

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

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

ARTICLE TEN
General Provisions

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

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

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

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

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

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

PRIMELAND DEVELOPMENT COMPANY, L.L.P.

By: Frank Varriale
Its: Managing Partner

STATE OF IDAHO)
: ss.
County of Ada)

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

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

KATHY COONTZ NOTARY PUBLIC STATE OF IDAHO

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