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*Agreed
11-7-2015*

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

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BRIDGETOWER CROSSING SUBDIVISION NO. 7 (hereinafter referred to as "Amendment") is made this ___ day of _____, 2009, by Primeland Development Company, L.L.P., an Idaho limited liability partnership, (hereinafter referred to as "Declarant") and shall be effective the date it is recorded in the records of Ada County, Idaho.

WITNESSETH:

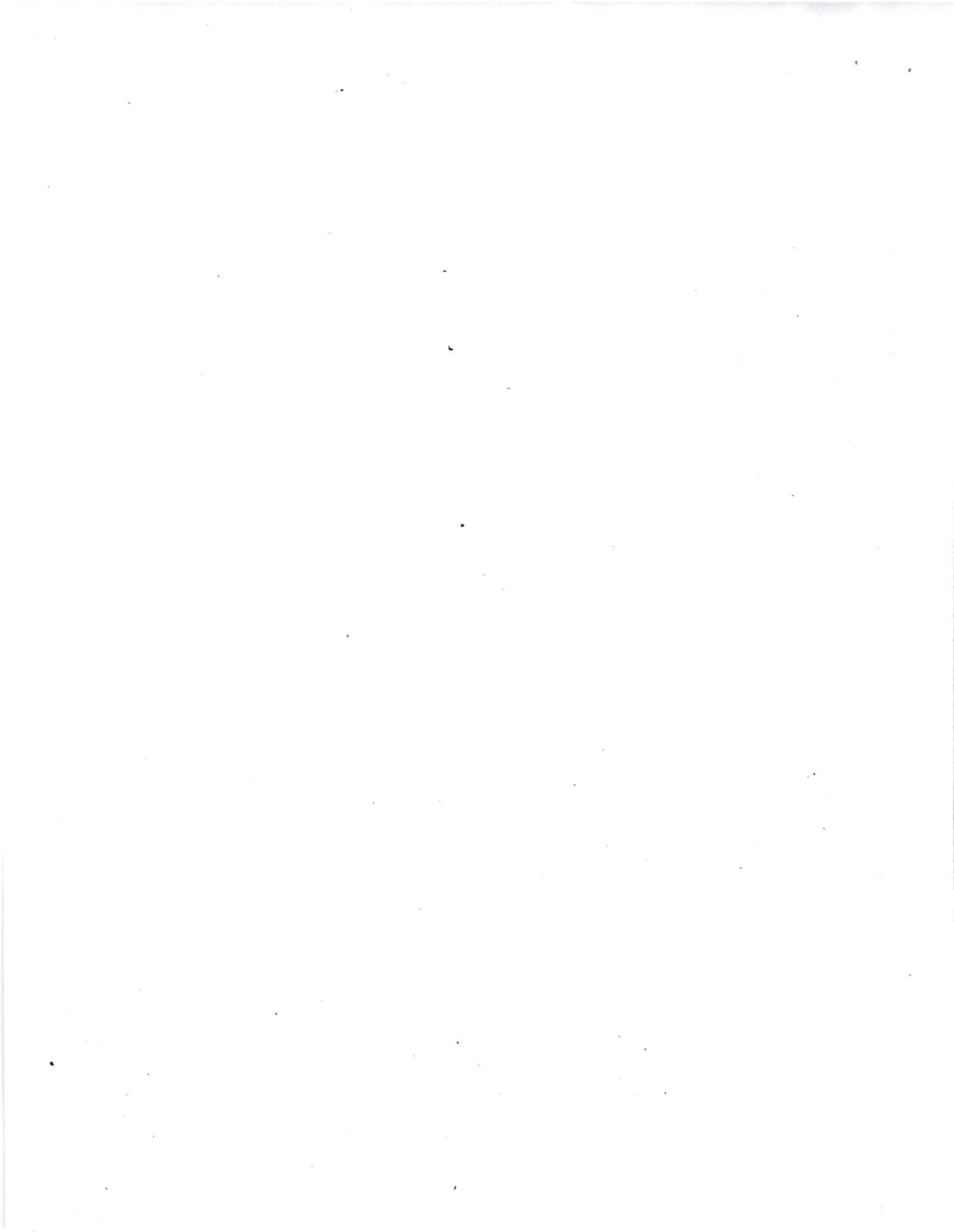
WHEREAS, Primeland Development Company, L.L.P., an Idaho limited liability partnership, created the Bridgetower Crossing Subdivision No. 7 which real property contained therein is more particularly described as follows:

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.

(hereinafter referred to as "Supplemental Property"); and

WHEREAS, Declarant annexed and integrated the foregoing subdivision into the larger project previously platted by Declarant known as Bridgetower Subdivision No. 1 which had certain covenants, conditions, and restrictions pertaining thereto, known as the Declaration Of Covenants, Conditions, And Restrictions For Bridgetower Subdivision No. 1, which declaration was recorded on November 27, 2001, as Ada County Instrument No. 101124464, records of Ada County, Idaho; and

WHEREAS, the Declarant prepared its Supplemental Declaration Of Covenants, Conditions, And Restrictions For Bridgetower Crossing Subdivision No. 7 which Supplemental Declaration was recorded on January 18, 2006, as Ada County Instrument No. 106008340, records of Ada County, Idaho, and in accordance therewith, a Separate Declaration For



Townhome Residential Lots (hereinafter referred to as "Separate Declaration") was adopted pertaining to Lots 23 through 52 in Block 10; Lots 54 through 6 in Block 10; Lots 2 through 9 in Block 26; and Lots 11 through 18 in Block 26 of the Supplemental Property previously described and which are hereinafter referred to as "Townhome Residential Lots"; and

WHEREAS, each owner of a Townhome Residential Lot thereby became an automatic Member of the Bridgetower Owners Association, LLC (hereinafter referred to as "Bridgetower Association"); and

WHEREAS, Declarant also created the Bridgetower Crossing No. 7 Townhome Owners Association, Inc. pursuant to the Separate Declaration For Townhome Residential Lots (hereinafter referred to as "Sub-Association") to implement the duties, obligations, and management responsibilities as therein set forth that are specific to the Supplemental Property; and

WHEREAS, the foregoing Townhome Residential Lots are now subject to the foregoing Separate Declaration and Declarant desires to amend and update the foregoing Separate Declaration For Townhome Residential Lots to provide for the management of the affairs of the Owners of Townhome Residential Lots by the Bridgetower Association rather than by the Sub-Association in order to reduce operating costs and to provide for the ease of administration of the Owners' responsibilities pursuant to the Supplemental Declaration Of Covenants, Conditions, And Restrictions For Bridgetower Crossing Subdivision No. 7 recorded as Ada County Instrument No. 106008340, also known herein as the "Separate Declaration" as well as pursuant to the Declaration Of Covenants, Conditions, And Restrictions For Bridgetower Subdivision No. 1 and to provide certain other appropriate amendments thereto.

NOW THEREFORE, the Supplemental Declaration Of Covenants, Conditions, And Restrictions For Bridgetower Crossing Subdivision No. 7 as well as the Separate Declaration For Townhome Residential Lots recorded as Ada County Instrument No. 106008340 be and hereby are amended as follows:

1. Management.

a. The Separate Declaration is hereby amended to provide that all of the obligations, duties, responsibilities, powers, and authority of the Sub-Association shall be and hereby are vested in the Bridgetower Association effective upon the recording of this Amendment. All of the terms and conditions of the Supplemental Declaration are hereby altered, amended, and supplemented to be consistent with the foregoing amendment, including but not limited to, implementing and managing a special Townhome Residential Design Review

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Committee; establish and enforce all regular, periodic, or special assessments that are specific to the Townhome Residential Lots as provided for in the Separate Declaration; and enforce the Separate Declaration as well as the Declaration Of Covenants, Conditions, And Restrictions For Bridgetower Subdivision No. 1, and any other declarations and covenants applicable to the Townhome Residential Lots.

b. As soon as is reasonable after the recording of this Amendment, the Sub-Association, as a non-profit corporation, shall be dissolved and all rights, powers, authority, property, personal property, interest in land, if any, shall be and hereby are transferred to the Bridgetower Association without warranty and subject to all covenants and restrictions of record, whose address is 3120 West Belltower Drive, Suite 100, Meridian, Idaho, 83646.

c. There is hereby created an advisory committee known as the Townhome Residential Lots Advisory Committee composed of three (3) Owners of Lots in the Townhome Residential Lot Subdivision who shall consult and advise the Bridgetower Association Manager on maintenance of yards and, if so elected by the foregoing Advisory Committee, the performance of snow removal from the project. The Bridgetower Association, working in conjunction with the foregoing Advisory Committee shall obtain three (3) bids for the provision of landscaping services and, if so elected by the Advisory Committee, the performance of snow removal on an annual basis. Notwithstanding the fact that the Advisory Committee will be working with the Bridgetower Association Manager in obtaining such services, the final decision shall at all times rest with the Manager as to the level of landscaping services and snow removal and the cost thereof to be performed for the benefit of the Townhome Residential Lots. All other duties and functions relating to the development shall be performed by the Bridgetower Association, but it shall always be the function of the Advisory Committee acting through its three (3) Members to meet and confer with the Manager on the landscaping and other common area maintenance issues, including snow removal, if so elected by the Committee and to work with the Manager in making appropriate decisions with regard thereto. The Members of the Advisory Committee shall be elected annually by the Owners of the Townhome Residential Lots in an annual election organized by the Bridgetower Association. The membership on the Committee shall be by majority vote with each Lot Owner having one (1) vote..

d. Notwithstanding any other provision herein set forth, the Bridgetower Association acting through its Manager or otherwise shall at all times have the right on behalf of the Owners of the Townhome Residential Lots to enforce the terms of all covenants, conditions, and restrictions applicable to the Townhome Residential Lots.

2. Consistency. All of the terms and conditions of the Supplemental Declaration Of Covenants, Conditions, And Restrictions For Bridgetower Crossing Subdivision No. 7 as well as

How can this be changed?
Exhib. A

the Separate Declaration For Townhome Residential Lots be and hereby are amended to be consistent with the management form by the Bridgetower Association and in the event of any conflict between the provisions thereof and this Second Supplemental Declaration, then the terms hereof shall control. In accordance therewith, the third sentence of Paragraph 5(b), Paragraph 6(b)(4), and Paragraph 7(g) of the Separate Declaration For Townhome Residential Lots are hereby deleted.

3. Amendment. The foregoing Supplemental Declaration Of Covenants, Conditions, And Restrictions For Bridgetower Crossing Subdivision No. 7 and the Separate Declaration For Townhome Residential Lots may be amended by Declarant executing a written amendment and recording the same with the Ada County Recorder's Office and in accordance therewith, the last sentence of Paragraph 11(c) of the Separate Declaration For Townhome Residential Lots be and is hereby deleted and in its place, it is hereby provided that any of the covenants and restrictions of the foregoing Supplemental Declarations and this Second Supplement, except any easements herein granted, may be amended at any time by an instrument signed by the Declarant or by a majority vote of the membership (Class A and Class B combined), except that during such time that Declarant owns any lot or other real estate in the Townhome Residential Lot Subdivision, then such amendment shall not become effective unless and until Declarant approves of such amendment in writing, which Declarant may withhold in its sole and absolute discretion. Any amendment must be recorded with the Ada County Recorder's Office.

4. Assessments. Notwithstanding any other term or condition set forth in the foregoing Supplemental Declaration Of Covenants, Conditions, And Restrictions For Bridgetower Crossing Subdivision No. 7 or the Separate Declaration For Townhome Lots, no assessment of the Bridgetower Association shall be due and owing by Declarant or any home builder who purchases a lot in the Bridgetower Crossing Subdivision No. 7 Townhome Residential Lots unless and until such party constructs a dwelling thereon and it is complete with completed landscaping. At such time, then such party shall commence paying the regularly assessed assessments due and owing. Notwithstanding the foregoing, if a builder acquires title to a lot and does not commence paying assessments within twenty-four (24) months of the date the builder acquired ownership of the lot, then the builder shall commence paying the regularly assessed assessments to the Bridgetower Association commencing on the first day of the twenty-fifth (25th) month after the builder acquired title to the lot.

5. Continuing Validity of Covenants. Except as amended herein, all of the terms and conditions of the existing covenants, conditions, and restrictions applicable to the foregoing real property shall remain in full force and effect.

6. Effective Date. This Second Supplemental Declaration Of Covenants,

Conditions, And Restrictions For Bridgetower Crossing Subdivision No. 7 is effective as of the date it is recorded with the Ada County Recorder's Office and was duly adopted by the Declarant who owns at least 66 2/3rds percent of the membership of the Sub-Association.

IN WITNESS WHEREOF, Primeland Development Company, L.L.P. has executed this Second Supplemental Declaration Of Covenants, Conditions, And Restrictions For Bridgetower Crossing Subdivision No. 7 the day and year first above written.

DECLARANT:

PRIMELAND DEVELOPMENT COMPANY,
L.L.P.

By: Varriale Construction, Inc., Managing
Partner

By: _____
Frank Varriale, President

SUB-ASSOCIATION:

BRIDGETOWER CROSSING NO. 7
TOWNHOME OWNERS ASSOCIATION,
INC.

By: _____
Its: _____

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IN WITNESS WHEREOF, Primeland Development Company, L.L.P. has executed this Second Supplemental Declaration Of Covenants, Conditions, And Restrictions For Bridgetower Crossing Subdivision No. 7 the day and year first above written.

DECLARANT:

PRIMELAND DEVELOPMENT COMPANY,
L.L.P.

By: Varriale Construction, Inc., Managing
Partner

By: Frank Varriale
Frank Varriale, President

SUB-ASSOCIATION:

BRIDGETOWER CROSSING NO. 7
TOWNHOME OWNERS ASSOCIATION,
INC.

By: Frank Varriale
Its: BOARD MEMBER

By: Sheree Hamelt
Its: Board Member

By: Laurie McClashin
Its: Board Member

By: [Signature]
Its: Board Member

By: Suzanne Buzsini
Its: Board Member

APPROVAL

Bridgetower Owners Association, LLC, an Idaho limited liability company, and for its successor and assigns, does hereby approve of the foregoing amendment.

*- copy of
By Laws
in BLACK
U. Rosa
Note Book*

BRIDGETOWER OWNERS ASSOCIATION,
LLC

By: Frank S. Variale
Frank S. Variale, Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of December, in the year 2009, before me, Kimberly Winkle, a Notary Public in and for said State, personally appeared FRANK S. VARRIALE, known or identified to me to be the President of VARRIALE CONSTRUCTION, INC., an Idaho corporation, the managing partner of PRIMELAND DEVELOPMENT COMPANY, L.L.P., an Idaho limited partnership, the partnership that executed the within instrument or the person who executed the instrument on behalf of said partnership, and acknowledged to me that said partnership executed the same.

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

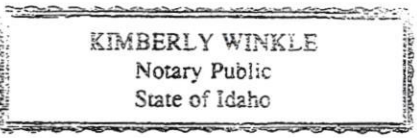
KIMBERLY WINKLE Notary Public State of Idaho
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Kimberly Winkle
 NOTARY PUBLIC FOR IDAHO
 Residing at Star Id, Idaho
 My commission expires: 11/7/2015

STATE OF IDAHO)
) SS.
COUNTY OF Ada)

On this 21st day of December, in the year 2009, before me, Kimberly Winkle, a Notary Public in and for said State, personally appeared FRANK S. VARRIALE, known or identified to me to be the Manager or Member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

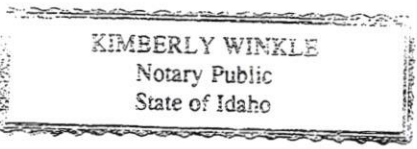

KIMBERLY WINKLE
Notary Public
State of Idaho

Kimberly Winkle
NOTARY PUBLIC FOR IDAHO
Residing at Star, Id, Idaho
My commission expires: 11/7/2015 2015

STATE OF IDAHO)
) SS.
County of Ada)

On this 21st day of December, in the year 2009, before me, Kimberly Winkle, a Notary Public in and for said State, personally appeared FRANK S. VARRIALE, known or identified to me to be the BOARD MEMBER of the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

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


KIMBERLY WINKLE
Notary Public
State of Idaho

Kimberly Winkle
NOTARY PUBLIC FOR IDAHO
Residing at Star, Id, Idaho
My commission expires: 11/7/2015

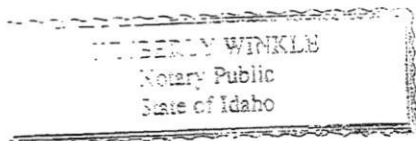
STATE OF IDAHO)

ss.

County of Ada)

On this 21st day of December, in the year 2009, before me, Kimberly Winkle, a Notary Public in and for said State, personally appeared SHERILL HAMILTON, known or identified to me to be the BOARD MEMBER of the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

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



Kimberly Winkle
NOTARY PUBLIC FOR IDAHO
Residing at Star, Id, Idaho
My commission expires: 11/7/2015

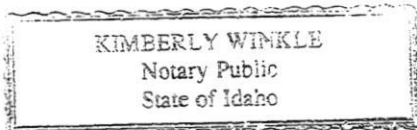
STATE OF IDAHO)

ss.

County of Ada)

On this 21st day of December, in the year 2009, before me, Kimberly Winkle, a Notary Public in and for said State, personally appeared LAURIE McMACKIN, known or identified to me to be the BOARD MEMBER of the corporation that executed the above instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

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



Kimberly Winkle
NOTARY PUBLIC FOR IDAHO
Residing at Star, Idaho
My commission expires: 11/7/2015