

SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR BRIDGETOWER CROSSING SUBDIVISION NO. 2  
“BELLA PLACE”

THIS SUPPLEMENTAL DECLARATION is made on this 14 day of April, 2003, 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, which is 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:

Lot 44 in Block 1; Lots 2 through 27 in Block 5; Lots 1 through 23 in Block 6; Lots 1 through 20 in Block 7; Lot 1 in Block 8; Lot 1 in Block 9; and Lots 1 through 3 in Block 10; all in Bridgetower Crossing Subdivision No. 2, according to the official plat filed in the records of Ada County, Idaho, as Instrument No. 103039561, at Book 86 of Plats, Pages 9641 through 9643.

Declarant previously platted Bridgetower Subdivision No. 1, and caused certain covenants, conditions, and restrictions to be placed against all lots in Bridgetower Subdivision No. 1, all according to a “Declaration of Covenants, Conditions, and Restrictions for Bridgetower Subdivision No. 1,” which Declaration was recorded as Instrument No. 101124464, official records of Ada County, Idaho, and is hereinafter referred to as the “Initial Declaration”; and,

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

**Supplemental Declaration**

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

## Modifications to Initial Declaration

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

### 1. Bridgetower Subdivision No. 1 References.

(a) Generally. Where applicable, and except for those specific changes that are noted in these Modifications, definitional and general references to Property described in the Initial Declaration shall be deemed to be definitional and general references to the Supplemental Property.

(b) “Lot” or “lot” in the Supplemental Property shall refer to any plot of land in the recorded plat of Bridgetower Crossing Subdivision No. 2, according to the official plat thereof, records of Ada County, Idaho. However, Lots in the Supplemental Property are more particularly identified as either Common Area Lots, Residential Lots or Commercial Lots and there are different rights, restrictions, uses and duties applicable to Residential Lot Owners than there are for Commercial Lot Owners. The Commercial Lots in the Supplemental Property are Lots 1 through 4 in Block 6, and Lot 3 of Block 10 of the Plat. All other Lots in the Supplemental Property, except those Lots designated as Common Area Lots, and Lot 1 in Block 10 (which shall be conveyed to the City of Meridian, Idaho), are designated as Residential Lots.

(c) The “Common Area” or “Common Area lots” in the Supplemental Property and one special use lot, and their respective uses are more particularly described in paragraph 7 to this Supplemental Declaration.

2. Commercial Lot Owners’ Relationship with Association. Commercial Lots may be developed and used only for those commercial purposes as allowed by the building and zoning ordinances of the City of Meridian in place at the time of the construction of buildings to be placed on Commercial Lots and those other building and use restrictions imposed by Declarant in this Supplemental Declaration as are more fully set forth in paragraph 4 below. Uses allowed for Commercial Lots shall not be applicable to Residential Lots.

Additionally, Owners of Commercial Lots shall not be Members of the Association and shall not be liable to pay Membership assessments imposed upon Residential Lot Owners by the Association. Nevertheless, Commercial Lot Owners shall have a direct obligation to pay the Association (or its designated agent) a pro-rata share of certain maintenance and use expenses as follows:

(a) Those expenses related to the Association’s maintenance of Lot 5 in Block 6, and Lot 1 in Block 9, and Lots 1 and 2 in Block 10 of the Supplemental Property, and the maintenance of that certain landscape easement strip that encumbers each of the Commercial Lots as indicated on the Plat of the Supplemental Property, provided that the Association (or its designated agent) maintains that landscape easement strip as a part of general landscape provided by the Association to its common lots or common areas.

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

(c) “Pro-rata” share shall mean a reasonable division of expenses based upon the ratio of the amount of land maintained in the Commercial Lot as compared to the amount of land maintained in the Residential areas.

3. Residence Lot Size Limitations. In addition to meeting all of the requirements of the Residence Construction provisions of paragraph 2.2 of Article Two of the Initial Declaration, Residential Lot Owners in the Supplemental Property shall also comply with each of the following requirements:

(a) All residences constructed on a Residential Lot within the Supplemental Property shall contain a minimum of 1,400 square feet, excluding the square footage of the garage.

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

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

- (1) Front – 20’ or 15’ with Non-Front Entry
- (2) Garage, Interior Side – 5’ for single story and 7’ for two story
- (3) Rear – 15’

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

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

(b) No building or improvement shall be constructed unless the Owner, including any contractor, builder, or agent acting on behalf of the Owner, has first obtained a building permit from the City of Meridian and any other governmental agency with jurisdiction over commercial construction on a Lot, in addition to CACC approval.

(c) All construction, including permitted outbuildings, shall strictly follow all of the covenants, conditions, and restrictions in this Supplemental Declaration, 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 and entity to manage the duties and administer the rights of the CACC in the same manner as the Declarant is entitled to do so for the formation and operations of the ACC in the Initial Declaration.

5. Parking and Access. Each Commercial Lot Owner shall provide proper access to and from his Lot and shall create an adequate parking area for the necessary uses and purposes of that Lot, including the uses and parking purposes of his customers, invitees and service vendors, all according to the requirements of the City of Meridian. Access to each Commercial Lot is provided from a public street, W. Belltower Drive, by means of a shared cross access easement which runs along the east boundary of Lots 1, 2, 3, and 4 of Block 6, and Lots 1 and 3 of Block 10 as is further noted on the Subdivision Plat. The following rules shall apply to the use and maintenance of this shared cross access easement:

(a) The only permitted use for this shared cross easement is to facilitate ingress and egress to and from each Lot for the Commercial Lot Owner's customers, invitees and service vendors, to and from W. Belltower Drive. No Commercial Lot Owner shall permit any other use, including but not limited to parking uses, refuse storage and business activity.

(b) Each Commercial Lot Owner agrees that any other Commercial Lot Owner, including his customers, invitees and service vendors, may use the shared cross access easement located on any respective Commercial Lot for the permitted use.

(c) Declarant has paved this shared cross access easement and provided curb and gutter along its east boundary. Each Commercial Lot Owner agrees to provide maintenance, and all other improvements, to that part of the easement located on his respective Lot, including but not limited to removing trash or debris, and repairing pot holes or other damage to the surface paving and all expansion, curbs, gutters, or improvements. In the event any Commercial Lot Owner determines that it is time to repave the surface paving on his Lot or another Lot affecting his use of this shared cross easement, that Commercial Lot Owner shall first try to reach an agreement with other Commercial Lot Owners to share equally in the cost for paving the entire shared cross access easement or that portion that should be repaved. In the event Commercial Lot Owners cannot agree, a requesting Commercial Lot Owner may submit the issue to the CACC for binding arbitration, or if the CACC is not operating or declines jurisdiction, then the matter shall be submitted to binding arbitration before a group of three persons, two of which shall be in the business of street and surface paving.

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

(a) Declarant shall construct and install the only type, style, and location of each fence permitted on all Residential Lots in the Supplemental Property. Generally, Declarant intends to provide a uniform type of vinyl fencing for every Residential Lot in the Supplemental Property. The initial cost of providing each 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 Residential Lot. Declarant shall be entitled to delay the final installation of a Residential Lot Owner's fence until a residence is fully constructed on the affected Lot.

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

(c) Declarant may, at its sole and separate election and cost, provide uniform style fencing on or about or around any Common Area lots or the special use lot located within the Supplemental Property, subject to any restrictions and requirements of that certain Development Agreement recorded as Instrument No. 100079863, official records of Ada County, Idaho. Once common area fences are provided by Declarant, the responsibility and cost of maintenance or replacement of these specific fences shall be the sole and separate cost of the Association, and shall not be the responsibility of Declarant.

(d) Fences are not permitted on Commercial Lots.

7. 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 13 and 14 in Block 5 and Lot 5 in Block 6 are non-buildable lots to be owned and maintained by the Association for landscaping, pedestrian access, and drainage, and shall be subject to the easements and restrictions set forth on the Plat.

(b) Lot 44 in Block 1; Lots 3, 12, and 23 in Block 5; Lot 1 in Block 8; and Lot 1 in Block 9; are non-buildable lots to be owned and maintained by the Association for landscaping, public utilities, the pressurized irrigation system, drainage, and pedestrian access.

(c) Lot 2 in Block 5 is a non-buildable lot to be owned and maintained by the Association encumbered by an easement for the Creason Lateral.

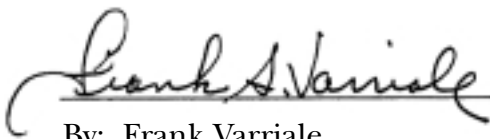
(d) Lot 2 in Block 10 is a non-buildable lot to be owned and maintained by the Association encumbered by an easement for the White Drain.

(e) Lot 1 in Block 10 is a specific use lot that shall be conveyed to the City of Meridian. The City of Meridian shall use this Lot solely for the purpose of locating and operating a domestic water well and constructing a pump house necessary to distribute domestic water. Neither the Association nor Declarant shall have any duty or obligation to construct the well or the pump house on this special use lot, nor to maintain those improvements. However, Declarant shall be entitled to landscape this Lot in a manner that is consistent with the landscaping on the adjacent Commercial Lots, and thereafter, the City of Meridian or the Association, at the election of Declarant, shall maintain the landscaping placed on this Lot.

8. 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.

A handwritten signature in black ink, appearing to read "Frank S. Varriale", is written over a solid horizontal line.

By: Frank Varriale

Its: Managing Partner

STATE OF IDAHO )

: ss.

County of Ada )

On this 14th day of April, 2003, 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  
Commission Expires

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