

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR BRIDGETOWER CROSSING SUBDIVISION NO. 1
“THE OLIVE GROVE”

THIS SUPPLEMENTAL DECLARATION is made on this ____ day of _____, 2002, and is 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 “Supplemental Property,” which is more particularly described as follows: Lots 1 through 41 of Block 1; Lots 1 through 11 of Block 2; Lots 1 through 15 of Block 3; Lots 1 through 16 of Block 4; and Lot 1 of Block 5; all in Bridgetower Crossing Subdivision No. 1, according to the official plat filed in the records of Ada County Idaho, as Instrument No. 102104323, at Book 84 of Plats, Pages 9392 through 9394.

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 was recorded as Instrument No. 101124464, official records of Ada County, Idaho, hereinafter “Initial Declaration”; and

That Initial Declaration provided for the annexation and integration of future Bridgetower Crossing Subdivisions so that the covenants conditions, and restrictions of the Initial Declaration would also run with the land and lots in the described 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, by means of this Supplemental Declaration.

Declaration

Therefore, Declarant hereby declares (1) that all of the Supplemental Property shall be annexed to the property described in the Initial Declaration; and (2) that all Supplemental Property lot Owners (with two noted exceptions) shall become Members of the Bridgetower Owners Association, LLC (“Association”), and shall be subject to the rights and duties of Association membership; and (3) that 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 (4) that 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, and shall inure to the benefit of all Owners of the Supplemental Property.

Modifications to Initial Declaration

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

1. Bridgetower Crossing Subdivision No. 1 References. Where applicable, all references to Bridgetower Subdivision No. 1 in Article One of the Initial Declaration shall be deemed to be a reference to the Supplemental Property.

2. Residence Size Limitations. Article Two, Section 2.2(b) of the Initial Declaration is amended to add the following sentence:

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

3. Fences. Paragraphs 2.5 and 2.6 of Article Two of the Initial Declaration are not applicable to the Supplemental Property. Fences on lots in the Supplemental Property shall be permitted and provided only as follows:

(a) Declarant shall construct and install the only type, style, and location of each fence permitted on the residential lots in the Supplemental Property. Declarant intends to provide a uniform type of vinyl fencing to every residential lot in the Supplemental Property, according to a fencing plan subject to any requirements set forth in the Notes to the recorded Plat. The initial cost of providing each lot with this uniform fence (the materials, including standard gates and installation) shall be the sole and separate cost of the Declarant. An initial Owner may, at the time of the purchase from Declarant, request variations to the fencing plan regarding the size and locations of gates. If the request for variation is granted, the additional cost over the cost of the standard fencing plan shall be the sole and separate cost of the Owner requesting the variation. Declarant shall be entitled to delay the final installation of the Owner's fence until a residence is fully constructed on the affected lot.

(b) Once a 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 certain Common Area lots located within the Supplemental Property, subject to any restrictions and requirements of the recorded Plat Notes or a 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.

4. Common Area Lots in Bridgetower Crossing Subdivision No. 1. The Common Area lots in the Supplemental Property shall be conveyed to the Association subject to all easements and restrictions reflected on the Plat. The Association shall maintain and operate these Common Area lots in the same manner as it maintains and operates the common area lots in Bridgetower Subdivision No. 1 as 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) Lot 1 in Block 1 shall be a non-buildable landscaping/drainage lot with a pedestrian access strip to the intersection of W. Grassy Branch Drive and N. Golden Spike Ave.

(b) Lot 30 in Block 1 shall be a non-buildable pedestrian access strip to provide for a future crossing of the Creason Lateral to a future Bridgetower Crossing Subdivision.

(c) Lot 41 in Block 1, Lot 11 in Block 2, Lot 1 in Block 3, Lot 1 in Block 4, and Lot 1 in Block 5, are non-buildable lots that are intended to be used for a combination of purposes including drainage, landscaping, locating pressurized irrigation equipment and materials, pedestrian uses and locating certain public utilities.

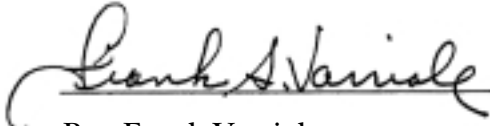
5. Lots Excluded. The Owners of Lots 42 and 43 in Block 1 of Bridgetower Crossing Subdivision No. 1, are special lots excluded from nearly all aspects of the development of Bridgetower Crossing Subdivision No. 1. Specifically, the Owners of Lots 42 and 43 in Block 1 shall not be members of the Association and are excluded from the obligation of paying Association assessments. The Declarant shall have no duty to provide fencing materials to these two lots. These two lots shall not be subject to any of the construction and landscaping covenants in this Supplemental Declaration. The Owners of these two lots shall not be entitled to the general benefits of the Association, nor shall they be entitled to any in common use of the Common Area lots. They shall, however, be provided

with the right to receive and use pressurized irrigation water as provided by the Association's in common pressurized irrigation system, but shall be required to pay for water use assessments and for their respective share of all in common maintenance costs incurred by the Association, the Service Provider or the Irrigation District as regards pressurized irrigation water.

6. 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.



By: Frank Varriale
Its: Managing Partner

STATE OF IDAHO)

: ss.

County of Ada)

On this _____ day of _____, 2002, 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