

After recording, return to:

VF Law
660 E Franklin Road, Suite 220
Meridian, ID 83642

Grantor: Bridgetower Crossing No. 7 Townhome
Owners Association, Inc. (aka Villa Rosa)

Grantee: Public

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

This Amendment to the Second Supplemental Declaration of Covenants, Conditions, and Restrictions for Bridgetower Crossing Subdivision No. 7 ("**Amendment**") is made by Bridgetower Crossing No. 7 Townhome Owners Association, Inc. (aka Villa Rosa), an Idaho nonprofit corporation ("**Association**").

RECITALS

- A. The Association is an Idaho nonprofit corporation charged with the operation and management of Villa Rosa, a planned community located in Ada County, Idaho (the "**Community**").
- B. The Community was established pursuant to the Idaho Homeowner's Association Act and Idaho Nonprofit Corporation Act, and is governed by the following documents recorded in the records of Ada County, Idaho:
 - 1. *Declaration of Covenants, Conditions, and Restrictions for Bridgetower Subdivision No. 1*, recorded as Document No. 102114488 in the Deed Records of Ada County, Idaho, including any supplements or amendments thereto ("**Master Declaration**");
 - 2. *Supplemental Declaration of Covenants, Conditions, and Restrictions for Bridgetower Crossing Subdivision No. 7*, recorded on January 18, 2006, as Document No. 106008340, with Exhibit "A" Separate Declaration for Townhome Residential Lots ("**Sub Declaration**");
 - 3. *Second Supplemental Declaration of Covenants, Conditions, and Restrictions for Bridgetower Crossing Subdivision No. 7*, recorded on December 22, 2009, as Document No. 109141712, including any supplements or amendments thereto ("**Second Supplemental Sub Declaration**");
 - 4. *Bylaws of Bridgetower Homeowner's Association, Inc.*, unrecorded ("**Master Bylaws**");

5. *Bylaws of Bridgetower Crossing No. 7 Townhome Owners Association, Inc.*, unrecorded (“**Sub Bylaws**”); and
 6. Plat of *Bridgetower Crossing Subdivision No. 7*, recorded on June 8, 2005, in the Plat Records of Ada County, Idaho in Book 92, Pages 10918-10919, including any supplements or amendments thereto (“**Plat**”).
- C. The Association is the association of owners organized as an Idaho nonprofit corporation by Articles of Incorporation filed February 15, 2008, in the office of the Idaho Secretary of State.
 - D. The property comprising the Community is more particularly described in the Second Supplemental Sub Declaration.
 - E. The owners and Association wish to amend the Second Supplemental Sub Declaration in the manner set forth below.

NOW, THEREFORE, pursuant to Article 3 of the Second Supplemental Sub Declaration, with the approval of at least two-thirds (2/3) of total voting power of the Owners, the Association hereby amends the Second Supplemental Sub Declaration in the manner set forth below:

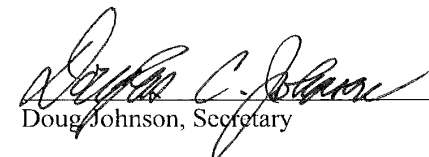
- I. Article I, Section b of the Second Supplemental Declaration of Covenants, Conditions, and Restrictions for Bridgetower Crossing Subdivision No. 7, is hereby deleted in its entirety.
- II. Article I, Section b of the Second Supplemental Declaration of Covenants, Conditions, and Restrictions for Bridgetower Crossing Subdivision No. 7, is hereby deleted and replaced with the following:
 - b. Upon a successful vote of the Owners of the Sub-Association to dissolve the Sub-Association, all property of the Sub-Association including the assets in the reserve fund shall be transferred to each Sub-Association Owner equally. In splitting the assets of the Sub-Association upon dissolution, the assets shall be split equally among all of the Sub-Association Lots after all debts of the Sub-Association are paid in full. Further, all rights, powers, authority, and interest in land, including the responsibility to perform yard maintenance on the Sub-Association Lots, shall be transferred to each Sub-Association Owner. Each Sub-Association Lot Owner shall be responsible for the yard maintenance of the Owner’s respective lot.
- III. Except as otherwise indicated, all other provisions of the Second Supplemental Declaration remain unchanged.

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DATED this 6th day of March, 2025.

**BRIDGETOWER CROSSING NO. 7
TOWNHOMES OWNERS ASSOCIATION,
INC. (AKA VILLA ROSA), an Idaho nonprofit
corporation**

By: 
Doug Jones, President

By: 
Doug Johnson, Secretary

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CERTIFICATION

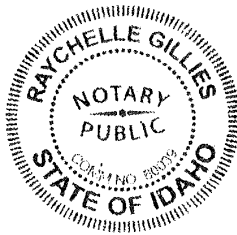
The undersigned President and Secretary of Bridgetower Crossing No. 7 Townhomes Owners Association, Inc. (aka Villa Rosa), an Idaho nonprofit corporation, hereby certify that this Amendment has been adopted in accordance with Section 3 of the Second Supplemental Declaration.

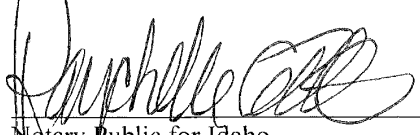


Doug Jones, President

STATE OF IDAHO)
) ss.
County of Ada)

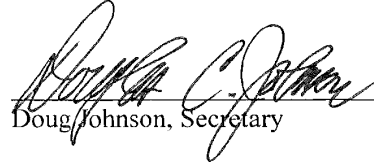
The foregoing instrument was acknowledged before me this 10th day of March, 2025, by Doug Jones, President of Bridgetower Crossing No. 7 Townhomes Owners Association, Inc. (aka Villa Rosa), an Idaho nonprofit corporation, on its behalf.





Notary Public for Idaho

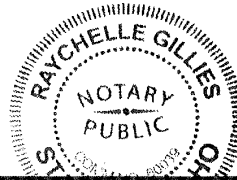
Commission Expires: July 31, 2030

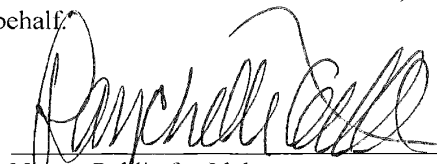


Doug Johnson, Secretary

STATE OF IDAHO)
) ss.
County of Ada)

The foregoing instrument was acknowledged before me this 10th day of March, 2025, by Doug Johnson, Secretary of Bridgetower Crossing No. 7 Townhomes Owners Association, Inc. (aka Villa Rosa), an Idaho nonprofit corporation, on its behalf.





Notary Public for Idaho

Commission Expires: July 31, 2030