

After recording, please return to:

G20 LLC
Attn: Camie Laney
4824 W. Fairview Ave.
Boise, Idaho 83706

**SECOND AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE
SKYBREAK ESTATES COMMUNITY**

This Second Amendment Declaration of Covenants, Conditions, Restrictions, and Easements for the Skybreak Estates Community (this “**Second Amendment**”) is made effective as of the date this Second Amendment is recorded in the real property records of Ada County, Idaho (the “**Effective Date**”) by G20 LLC, an Idaho limited liability company (“**Developer**”).

RECITALS

A. Reference is made to that certain Declaration of Covenants, Conditions, Restrictions, and Easements for the Skybreak Estates Community, recorded in the real property records of Ada County, Idaho on February 21, 2023, as Instrument No. 2023-010477, as amended by that certain First Amendment Declaration of Covenants, Conditions, Restrictions, and Easements for the Skybreak Estates Community, recorded in the real property records of Ada County, Idaho on March 17, 2023, as Instrument No. 2023-015860 (collectively, the “**Estates Declaration**”). Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Estates Declaration.

B. Section 12.1 of the Estates Declaration provides that until the expiration or earlier termination of the Initial Development Period, Developer will have the exclusive right to amend, or terminate, the Estates Declaration by executing a written instrument setting forth such amendment.

C. As of the Second Amendment Date, Developer has not informed the Board in writing that Developer no longer wishes to exercise its rights as the Developer Member, and thus the Estates Community is still in the Initial Development Period.

AGREEMENT

NOW, THEREFORE, Developer hereby agrees and declares as follows:

1. **Incorporation by Reference.** All recitals to this Second Amendment are hereby incorporated by reference as if set forth in this Section 1.

2. **Amendment – Section 4.2.** The Estates Declaration is hereby amended by deleting Section 4.2 thereof in its entirety and replacing it with the following:

4.2 **Fences.** Each Owner will be responsible for the maintenance and replacement of all fences on such Owner’s Lot, and prior approval of the Board will be required before modifying the existing fencing or constructing any new fencing on the Owner’s Lot. No items or materials of any sort may be attached to or hung from any part of any fencing, and such

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prohibited items include, without limitation, fabric, cloth, plastic plant material, wood, metal, and similar items; provided, however, with the prior written approval of the Board, an Owner may install welded wire mesh not to exceed a height of thirty-six (36) inches above grade on the interior side of an iron fence. Double fencing and screen wall fencing is not permitted in the Estates Community. Notwithstanding anything to the contrary herein, all fences that abut the Common Area will be maintained by the Estates Association; provided, however, that the Owner of any Lot abutting such fence will reimburse the Estates Association for any damage to such fence caused by such Owner or its Occupants, guests, invitees or contractors.

3. Amendment – Section 4.6. The Estates Declaration is hereby amended by deleting Section 4.6 thereof in its entirety and replacing it with the following:

4.6 Driveways and Front Concrete. Owners shall not stain, color, epoxy coat, or otherwise change the natural color of concrete on any driveway or any other exterior concrete located in the front yard of the Owner's Lot.

4. Effect of Second Amendment. Upon the recordation hereof, this Second Amendment will: (a) become a part of the Estates Declaration; (b) run with the land and be binding upon any person or entity having or acquiring any right, title, or interest in any Lot, parcel, or portion of the Estates Community; (c) inure to the benefit of every Lot, parcel, and portion of the Estates Community; and (d) inure to the benefit of and is binding upon Developer and each Owner having or holding any right, title, or interest in any Lot, parcel, or portion of the Estates Community, and their successors, heirs, and assigns. To the extent there is a conflict between the terms and conditions of the Estates Declaration and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment will control.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Developer has executed this Second Amendment effective as of the Second Amendment Date.

DEVELOPER:

G20 LLC,
an Idaho limited liability company

By: *James Neylan*
Name: James Neylan
Its: Authorized Agent

STATE OF IDAHO)
)ss.
County of Ada)

This record was acknowledged before me on August 2, 2023, by James Neylan, as authorized agent of G20 LLC, an Idaho limited liability company.

Camie Laney
My Commission Expires 8-3-2026

