

ACCOMMODATION

After recording, please return to:

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

ADA COUNTY RECORDER Trent Tripple
BOISE IDAHO Pgs=3 BONNIE OBERBILLIG
TITLEONE BOISE

2023-054268
09/21/2023 02:12 PM
\$16.00

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

This Third Amendment Declaration of Covenants, Conditions, Restrictions, and Easements for the Skybreak Estates Community (this “**Third Amendment**”) is made effective as of the date this Third 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, and as amended by that certain Second Amendment Declaration of Covenants, Conditions, Restrictions, and Easements for the Skybreak Estates Community, recorded in the real property records of Ada County, Idaho on August 15, 2023, as Instrument No. 2023-046745 (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 Third 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 Third Amendment are hereby incorporated by reference as if set forth in this Section 1.

2. **Amendment – Section 4.8.** The Estates Declaration is hereby amended by deleting Section 4.8 thereof in its entirety and replacing it with the following:

4.8 Landscaping. The front yard of each Lot must contain at least one (1) two (2) inch caliper deciduous tree or an eight (8) foot tall evergreen, and seven (7) two (2) gallon bushes. Subject to the foregoing, front yards (excluding concrete areas) must be a minimum of 70% natural manicured sod. If a landscaping strip is located between a curb or road and a sidewalk, such landscaping strip must be natural manicured sod. The back yard of each Lot must contain at least one (1) two (2) inch caliper deciduous tree and seven (7) two (2) gallon bushes. Any additional landscaping is subject to the approval of the Board as required by Section 4.1 and subject to the terms of Section 3.5. Landscape bed mulch material and color must remain consistent throughout the Estates Community, and any bed mulch material that, in the reasonable discretion of the Board, disturbs the aesthetic of the Estates Community, shall upon the request of the Board be removed by the Owner thereof. All grass located on Owner Lots must be natural manicured sod (i.e. no artificial or synthetic turf or grass) and xeriscaping is not permitted.

Notwithstanding anything to the contrary in this Estates Declaration, the foregoing landscaping requirements do not apply to the Custom Lots (as defined in Section 4.12). The landscaping requirements applicable to the Custom Lots will be set forth in the Design Requirements that are applicable to the Custom Lots.

3. Effect of Third Amendment. Upon the recordation hereof, this Third 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 Third Amendment, the terms and conditions of this Third Amendment will control.

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

IN WITNESS WHEREOF, Developer has executed this Third Amendment effective as of the Third 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 September 21, 2023, by James Neylan, as authorized agent of G20 LLC, an Idaho limited liability company.

Camie Laney
My Commission Expires 8-3-2026

