

After recording, please return to:

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

ACCOMMODATION

FIRST SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE EAST RIDGE VILLAGE COMMUNITY

THIS FIRST SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE EAST RIDGE VILLAGE COMMUNITY (this "**First Supplement**") is made as of December 9, 2022 (the "**First Supplement 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 East Ridge Village Community, recorded by Developer on March 29, 2022 in the real property records of Ada County, Idaho as Instrument No. 2022-031092 (the "**Declaration**"). Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Declaration.

B. Article 12 of the Declaration allows for the recording of a Supplemental Declaration, pursuant to which additional lands are annexed into the Community and become subject to the Declaration.

C. Developer owns the real property legally described as follows ("**East Ridge Village No. 3 Property**"):

Lots 49 through 113 in Block 4 of Impressive East Ridge Village Subdivision No. 3, according to the official plat thereof recorded in the real property records of Ada County, Idaho as Instrument No. 2022-079552 (the "**East Ridge Village No. 3 Plat**").

D. Pursuant to Article 12 of the Declaration, Developer desires to annex the East Ridge Village No. 3 Property into the Community, pursuant and subject to the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, Developer hereby declares as follows:

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

2. **Annexation.** The East Ridge Village No. 3 Property, and each Lot, parcel, and portion thereof, is hereby annexed into the Community and is hereby subject to all of the terms and conditions of the Declaration. The term "Lot" as defined in the Declaration shall also include each Lot within the East

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ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT

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Ridge Village No. 3 Property, and the term "Community" shall include the East Ridge Village No. 3 Property.

3. Common Area. Lots 49, 50, 57, 60, 74, 80, 81, 93, 98, and 111 in Block 4 of the East Ridge Village No. 3 Property are hereby designed as Common Area.

4. Limited Common Area. Developer hereby designates: (a) Lot 60 in Block 4 of the East Ridge Village No. 3 Property as Limited Common Area appurtenant to, and for the exclusive benefit of, Lots 61 and 62 in Block 4 of the East Ridge Village No. 3 Property, to the exclusion all other Lots and their Owners and occupants; (b) Lot 74 in Block 4 of the East Ridge Village No. 3 Property as Limited Common Area appurtenant to, and for the exclusive benefit of, Lots 75 and 76 in Block 4 of the East Ridge Village No. 3 Property, to the exclusion all other Lots and their Owners and occupants; and (c) Lot 93 in Block 4 of the East Ridge Village No. 3 Property as Limited Common Area appurtenant to, and for the exclusive benefit of, Lots 91 and 92 in Block 4 of the East Ridge Village No. 3 Property, to the exclusion all other Lots and their Owners and occupants.

5. Common Driveway. There is hereby established a perpetual ingress/egress easement over, under, upon and through:

5.1 Lot 60 in Block 4 of the East Ridge Village No. 3 Property (the "**L60B4 Common Driveway**") for the benefit of Lots 61 and 62 in Block 4 of the East Ridge Village No. 3 Property (the "**L60B4 Common Driveway Lots**"). The L60B4 Common Driveway Lots shall take access to the private road located on Lot 49 in Block 4 of the East Ridge Village No. 3 Property through the L60B4 Common Driveway;

5.2 Lot 74 in Block 4 of the East Ridge Village No. 3 Property (the "**L74B4 Common Driveway**") for the benefit of Lots 75 and 76 in Block 4 of the East Ridge Village No. 3 Property (the "**L74B4 Common Driveway Lots**"). The L74B4 Common Driveway Lots shall take access to the private road located on Lot 49 in Block 4 of the East Ridge Village No. 3 Property through the L74B4 Common Driveway; and

5.3 Lot 93 in Block 4 of the East Ridge Village No. 3 Property (the "**L93B4 Common Driveway**") for the benefit of Lots 91 and 92 in Block 4 of the East Ridge Village No. 3 Property (the "**L93B4 Common Driveway Lots**"). The L93B4 Common Driveway Lots shall take access to the private road located on Lot 49 in Block 4 of the East Ridge Village No. 3 Property through the L93B4 Common Driveway.

The L60B4 Common Driveway, L74B4 Common Driveway, and L93B4 Common Driveway (collectively, the "**Common Driveways**") are also each subject to an easement for water, sewer, and other utility services. The Common Driveways shall be constructed in accordance with Meridian City Code § 11-6C-3D, be paved to a minimum of twenty (20) feet in width with a surface capable of supporting at least 75,000 pounds, and the Association will maintain, repair, and replace the Common Driveways (including the paving surface thereon) as required by Meridian City Code § 11-6C-3D.

6. Counterparts. This First Supplement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same document. The signature pages may be detached from each counterpart and combined into one document

7. Effect of First Supplement. Except as expressly provided in this First Supplement, all of the terms and conditions of the Declaration remain in full force and effect. Upon recordation hereof, this First Supplement will: (a) become a part of the 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 Community; (c) inure to the benefit of every Lot, parcel, or portion of the 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 Community, and their successors, heirs, and assigns. To the extent there is a conflict between the terms and conditions of the Declaration and the terms and conditions of this First Supplement, the terms and conditions of this First Supplement will control.

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

IN WITNESS WHEREOF, Developer has executed this First Supplement effective as of the First Supplement 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 December 9, 2022, by James Neylan, as Authorized Agent for G20 LLC, an Idaho limited liability company.

Camie Laney
Signature of Notary Public
My Commission Expires 8-3-2026

