

After recording, please return to:

G20 LLC  
Attn: Sophia Durham  
4824 W. Fairview Ave.  
Boise, Idaho 83706

## ACCOMMODATION

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### FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE EAST RIDGE VILLAGE COMMUNITY

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE EAST RIDGE VILLAGE COMMUNITY (this "**First Amendment**") is made effective as of the date that this First Amendment is recorded in the real property records of Ada County, Idaho (the "**First Amendment 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 in the real property records of Ada County, Idaho on March 23, 2022 as Instrument No. 2022-031092 (the "**Declaration**"). Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Declaration.

B. Section 13.1 of the Declaration provides that Developer has the exclusive right to amend the Declaration during the Initial Development Period.

C. As of the First Amendment Date, the Community is still in the Initial Development Period.

#### AMENDMENT

NOW, THEREFORE, Developer hereby amends the Declaration as follows.

1. The Declaration is hereby amended to add the following Section 3.28 thereto:

**3.28 55+ Active Adult Community.** The Community is subject to the following age restrictions for a 55+ active adult community:

3.28.1 Community to be 55 or Over Housing. The Community is intended to be "housing intended and operated for occupancy by persons 55 years of age or older" so as to qualify as "housing for older persons" within the meaning of the Fair Housing Act (42 USC 3601 et. seq.) (the "**Fair Housing Act**").

3.28.2 General Age Restriction. Except for Exempt Lots (defined below) and Disregarded Lots (defined below), each Lot must be occupied by at least one person who is 55 years of age or over (an "**Age Qualified Person**"). Any Lot that is occupied by at least one (1) Age Qualified Person may also be occupied by other persons of any age.

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

## ACCOMMODATION

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**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS  
FOR THE  
EAST RIDGE VILLAGE COMMUNITY**

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3.28.2 General Age Restriction. Except for Exempt Lots (defined below) and Disregarded Lots (defined below), each Lot must be occupied by at least one person who is 55 years of age or over (an “**Age Qualified Person**”). Any Lot that is occupied by at least one (1) Age Qualified Person may also be occupied by other persons of any age.

3.28.3 Exempt Lots. Developer or the Association may grant written authorization to the Owner of a Lot to allow for the Lot to be occupied where no occupant is an Age Qualified Person (a “**Exempt Lot**”); provided, however, in no event will Exempt Lots comprise more than twenty percent (20%) of the Lots then occupied (excluding Disregarded Lots). Each Exempt Lot must be specifically designated by the Association in writing as a Exempt Lot for the designation to be valid. Exempt Lot status may be granted on a temporary or permanent basis. An Exempt Lot may be occupied by persons of any age.

3.28.4 Disregarded Lot. A “**Disregarded Lot**” is any Lot that is then occupied by (a) an employee of the Association that performs substantial duties related to the management of the Association or maintenance of any Common Area; or (b) a person necessary to provide reasonable accommodation to disabled residents of the Community. A Disregarded Lot may be occupied by persons of any age.

3.28.5 80% Rule. In any event, no person may occupy an Lot or Exempt Lot if occupancy by such person would result in fewer than eighty percent (80%) of all occupied Lots (excluding Disregarded Lots) being occupied by at least one Age Qualified Person.

3.28.6 Verification Procedures.

3.28.6.1 It will be the duty of the Association to enforce this Declaration so that at all times the Community will qualify as “housing for older persons” within the meaning of the Fair Housing Act. Each Owner covenants that the Owner and each Occupant of the Owner’s Lot will promptly and fully comply with the then current verification efforts of the Association.

3.28.6.2 Each Owner will be responsible for ensuring compliance of its Lot with the requirements and restrictions of this Section 3.28 and any Community Rules. Each Owner, by acceptance of title to a Lot, agrees to indemnify, defend and hold Developer, any affiliate of Developer, and the Association harmless from any and all claims, losses, damages, and causes of action which may arise from failure of such Owner’s Lot to comply with the requirements and restrictions of this Section 3.28.

3.28.6.3 Owners will be responsible for including a statement that the Lots within the Community are intended for the housing of persons 55 years of age or older, as set forth in this Declaration, in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Owner’s Lot, which agreements must be in writing and signed by the tenant or purchaser, and for clearly disclosing such intent to any prospective tenant, purchaser, or other potential Occupant of the Lot. Every lease of a Lot must provide that failure to comply with the requirements and restrictions of this Declaration will constitute a default under the lease. No failure of an owner to comply with this subsection will limit the enforceability of this Section 3.28 on any tenant or purchaser of the Lot.

3.28.6.4 In the event of any change in occupancy of any Lot, the Owner of the Lot will immediately notify the Association in writing and provide to the Association the names and ages of all then current Occupants of the Lot and such other information as the Association may reasonably require to verify the age of each Occupant as required to comply with the Fair Housing Act. The Association may also periodically require Owners to provide the Association, by way of surveys, affidavits or otherwise, with the names and ages of all current Occupants of the Lot and such other information as the Association may

reasonably require to verify the age of each Occupant required to comply with the Fair Housing Act.

3.28.7 Transfer on Death. In the event that an Owner of a Lot dies, testate or intestate, leaving as devisees or heirs one or more persons who are not Age Qualified Persons, these restrictions will in no way be deemed to restrict the ownership of the Lot by the devisees or heirs; provided, however, that the devisees or heirs (and no other person) will not reside in the Lot unless the occupancy is permitted under this Section 3.28.

3.28.8 Rules and Regulations. The Association may adopt any Community Rules as are deemed necessary or desirable in order to demonstrate the intent that the Community will consist of housing for older persons and to maintain the status of the Community as housing for older persons under the Fair Housing Act. Furthermore, the Association and each Owner will comply with any rules issued by the Secretary of Housing and Urban Development and any other applicable governmental agency for verification of occupancy of Lots.

3.28.9 Conflicts with the Fair Housing Act. The provisions of this Declaration are intended to comply with the Fair Housing Act. To the extent of any conflict between the provisions of this Declaration and the Fair Housing Act, the Fair Housing Act will control.

3.28.10 Age Restricted Amendments. Developer and the Association will each have the independent power and authority, acting individually or collectively, to amend to the Declaration by a written instrument setting forth such amendment, if the amendment is necessary or convenient (in the reasonable opinion of Developer or the Association) to maintain the intent and enforceability of the age restrictions in this Declaration consistent with the Fair Housing Act and any related judicial decisions.

3.28.11 Removal from Age Restriction by Developer. During the Initial Development Period, Developer will have the unilateral power and authority to amend or delete this Section 3.28. Any such amendment may be in the form of a written instrument signed by Declarant.

3.28.12 Removal from Age Restriction by Association. The Association will have the power and authority to amend to the Declaration at any time to amend or delete this Section 3.28 if the Association has the vote or written consent of Owners holding a majority of Lots that are not then Exempt Lots or Disregarded Lots. Any such amendment may be in the form of a written instrument signed by the President and Secretary of the Association setting forth the amendment or deletion, and certifying that the requisite number of Owners have voted for, or given written consent for, the amendment or deletion.

2. Upon the recordation hereof, this First Amendment 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, and portion of the Community; and (d) inure to the benefit of and be 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 Amendment, the terms and conditions of this First Amendment will control.

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

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

**DEVELOPER:**

G20 LLC,  
an Idaho limited liability company

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

STATE OF IDAHO    )  
                                  ) ss.  
County of Ada     )

This record was acknowledged before me on December 9, 2022, by James Neylan, as authorized signatory of G20 LLC.

*Camie Laney*  
My Commission Expires 8-3-2026

