

After recording, please return to:

C17 LLC  
Attn: Camie Laney  
4824 W. Fairview Ave.  
Boise, Idaho 83706

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**SECOND AMENDMENT TO SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS  
FOR THE STAPLETON COMMUNITY**

THIS SECOND AMENDMENT TO SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE STAPLETON COMMUNITY (this “**Second Amendment**”) is made effective August 2<sup>nd</sup>, 2023 (the “**Second Amendment Date**”), by C17 LLC, an Idaho limited liability company (the “**Developer**”).

**RECITALS**

A. Reference is made to that certain Second Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for the Stapleton Community, recorded by Developer on January 3, 2022 in the real property records of Ada County, Idaho as Instrument No. 2022-000687, as supplemented by that certain First Supplement to the Second Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for the Stapleton Community, recorded by Developer in the real property records of Ada County, Idaho substantially concurrently herewith, and as amended by that certain First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for the Stapleton Community, recorded by Developer on January 11, 2023 in the real property records of Ada County, Idaho as Instrument No. 2023-001967 (collectively, 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 the Developer has the exclusive right to amend the Declaration during the Initial Development Period.

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

**AGREEMENT**

NOW, THEREFORE, Developer hereby declares as follows:

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

2. **Amendment – Section 4.2.** The 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 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 Community. Notwithstanding anything to the contrary herein, all fences that abut the Common Area will be maintained by the Association; provided, however, that the Owner of any Lot abutting such fence will reimburse the Association for any damage to such fence caused by such Owner or its Occupants, guests, invitees or contractors.

**3. Amendment – Section 4.6.** The 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 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 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:**

C17 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 August 2, 2023, by James Neylan, as authorized signatory of C17 LLC.

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

