

Recorded at the request of, and when recorded return to:

G20 LLC
c/o Conger Management Group
Attn: Sophia Durham
4824 W. Fairview Ave.
Boise, Idaho 83706

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

Termination of Age Restriction

This Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for the East Ridge Village 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 East Ridge Village Community, recorded in the real property records of Ada County, Idaho on March 23, 2022 as Instrument No. 2022-031092 (“**Original Declaration**”), as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements for the East Ridge Village Community recorded in the real property records of Ada County, Idaho on December 9, 2022, as Instrument No 2022-098036 (the “**First Amendment**”) (collectively, the “**Declaration**”). Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Declaration.

B. Developer originally envisioned that the Community would be an age restricted community to meet the anticipated demand from older persons for age restricted housing, and Developer adopted the First Amendment to establish an age restriction for the Community.

C. The anticipated demand for age restricted housing has not materialized, and Developer has concluded that the age restriction does not serve the originally envisioned purpose of providing housing opportunities for older persons.

D. Developer no longer intends to develop or operate the Community as housing for older persons, and therefore the age restriction established in the First Amendment is no longer appropriate and must be removed so that the Community may serve the housing needs of persons of all ages, including older persons.

E. Section 5.1.h of the Development Agreement for the Community (as amended by Instrument No. 2021-025636) states that the Community is to be age restricted, but that was merely a reflection Developer’s then current intent to develop and operate the Community as an age restricted community, and Developer has fulfilled its obligations thereunder. Nothing in Section 5.1.h restricts the later conversion of the Community into an all ages community (e.g., Section 5.1.h does not meet the requirements to qualify as a municipality zoned area that may impose restrictions on the conversion of age restricted communities). Develop is not aware of any legal requirement that prohibits the conversion of the Community from age restricted housing to all ages housing.

F. Section 13.1 of the Declaration provides that Developer has the exclusive right to amend the Declaration during the Initial Development Period. Also, Section 3.28.11 of the Declaration provides that Developer has the unilateral power and authority to amend or delete the age restriction during the Initial Development Period.

G. As of the Effective Date of this Second Amendment, the Community is still in the Initial Development Period.

AMENDMENT

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by this reference, Developer hereby amends the Declaration as follows:

- 1. The Declaration is hereby amended to remove Section 3.28 thereto in its entirety.
2. 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.

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

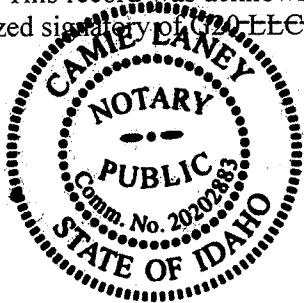
DEVELOPER:

G20 LLC,
an Idaho limited liability company

By: [Signature]
Name: James Neylan
Its: Authorized Signatory

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on September 11, 2023, by James Neylan, as authorized signatory of G20 LLC: signatory of G20 LLC



[Signature]
Notary Signature 8-3-2026