

After recording, please return to:

C17 LLC
Attn: Sophia Durham
4824 W. Fairview Ave.
Boise, Idaho 83706

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

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE STAPLETON COMMONS COMMUNITY (this “**First Amendment**”) is made effective November 11, 2021 (the “**First Amendment Date**”), by C17 LLC, an Idaho limited liability company (the “**Developer**”).

RECITALS

A. Reference is made to that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for the Stapleton Commons Community, recorded in the real property records of Ada County, Idaho on September 15, 2021, as Instrument No. 2021-135514 (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 First 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 First Amendment are true, correct, and are hereby incorporated by reference as if set forth in this Section 1.

2. Amendment – Transfer Assessments. The Declaration is hereby amended by deleting Section 5.5 thereof in its entirety and replacing it with the following:

5.5 Transfer Assessments. Except as provided in the last sentence hereof, upon each transfer of fee simple title to the Lot, the transferee will pay a transfer assessment to the Association in an amount set by the Board from time to time (the “**Transfer Assessment**”). Each Transfer Assessment will be paid at the escrow closing of such Lot for the benefit of the Association, or if no such escrow closing, directly to the Association. The Transfer Assessments are to be used to pay for Expenses and are not be used for any purpose prohibited by law. Transfer Assessments are not be considered prepayment of any other type of Assessments, are in addition to the Owner’s continuing obligation to pay all other types of Assessments, and are not refundable. Notwithstanding the foregoing, if the initial transferee of a Lot from Developer is the contractor that is constructing the initial

dwelling unit upon the Lot, then such contractor is not required to pay a Transfer Assessment upon receiving title to such Lot from Developer.

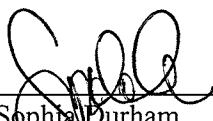
3. Effect of First Amendment. Upon the recordation hereof, this First Amendment will: (a) become a part of the Declaration; (b) run with the land and be binding upon any person or entity having or acquiring any right, title, or interest in any Lot, parcel, or portion of the Community; (c) inure to the 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:

C17 LLC,
an Idaho limited liability company

By: 
Name: Sophia Durham
Its: Authorized Signatory

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on November 11, 2021, by Sophia Durham, as authorized signatory of C17 LLC.


My Commission Expires 8-3-2026

