



TWELFTH SUPPLEMENT TO COMMUNITY CHARTER FOR LEGACY

This Twelfth Supplement is made effective the 15th day of December, 2014, to the Community Charter for Legacy (“**Charter**”) recorded April 25, 2008, as Instrument No. 108048693, Ada County records.

Recitals

A. Horseshoe Flats, LLC, an Idaho limited liability company (hereinafter the “**Founder**”), is the successor in interest to, and the holder of the rights of the Founder under the Charter.

B. Pursuant to Section 3.4 of the Charter, the Founder may designate “Service Areas” in which certain single family residences receive special benefits or services from the Legacy Community Association, Inc. (the “**Association**”).

ARTICLE 1: NO. 5 SERVICE AREA.

1.1 Single Family Residential Lots. The Founder declares that the following real properties in Legacy, Ada County, State of Idaho, more particularly described as: Lots 10-30 and 32-43 in Block 7 of Snoqualmie Falls Subdivision No. 5; Lots 1-12 of Block 8 of Snoqualmie Falls Subdivision No. 5, and Lots 2-25 of Block 9 of Snoqualmie Falls No. 5, according to the official plat thereof, filed in Book 107 of Plats at Pages 14975-14978, Instrument No. 2014-098854, records of Ada County, Idaho, are designated as the “**No. 5 Service Area**,” which designation shall be binding upon the Owners of all lots in said No. 5 Service Area.

ARTICLE 2: SERVICE AREA EXPENSES.

2.1 Limited Maintenance. The Association shall assume the basic lawn and yard care landscape maintenance, including but not limited to lawn mowing, shrub and tree pruning for the landscaped portions of lots in the No. 5 Service Area, subject to the Owner’s payment of an annual No. 5 Service Area assessment for all expenses that the Association incurs or expects to incur in connection with such maintenance. Nothing herein shall obligate the Association to undertake other landscape services than the basic lawn and yard care described. Any shrub or tree replacement; flower, shrub and other bed maintenance; sprinkler system repair and other non-basic yard care shall remain the obligation of the Owner.

2.2 Service Area Expenses. For the purposes of this supplement, Service Area Expenses shall mean any expenses that the Association incurs or expects to incur in connection with the limited maintenance of the No. 5 Service Area lawns and yards.

