



## FIFTH SUPPLEMENT TO COMMUNITY CHARTER FOR LEGACY

This Fifth Supplement is made effective the 1<sup>st</sup> day of March, 2012, 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**”).

C. Pursuant to Section 3.1 of the Charter, the Founder may designate certain portions of the Common Area as “Limited Common Area” assigned for the primary benefit of less than all homes and home sites in Legacy.

### ARTICLE 1: TOWNHOME SERVICE AREA.

1.1 Townhomes. The Founder declares that the following real properties in Legacy, Ada County, State of Idaho, more particularly described as Lots 1-14 in Block 3 of Mosca Seca Subdivision No. 1, according to the official plat thereof, filed in Book 100 of Plats at pages 13035 through 13045, records Ada County, Idaho, are designated as the “**Townhome Service Area**,” which designation shall be binding upon the Owners of all lots in said Townhome Service Area.

1.2 Limited Common Area. The following Common Area Lots in the Townhome Service Area are hereby designated as “**Limited Common Area**”: Lots 1, 4, 7, 10 and 14 of Block 3 of Mosca Seca Subdivision No. 1.

1.3 Annexation. At such times when additional lots platted as townhome lots are improved with residential Units, the Founder may annex said Units into the Townhome Service Area and designate additional Common Area Lots as Limited Common Area.

**ARTICLE 2: SERVICE AREA EXPENSES.**

2.1 Limited Maintenance. The Association shall assume the lawn and other landscaping, exterior wall painting, and roof repair and replacement for the single family residences (the “**Townhomes**”) constructed in the Townhome Service Area, subject to the Owner’s payment of an annual Townhome Service Area assessment for all expenses that the Association incurs or expects to incur in connection with such maintenance.

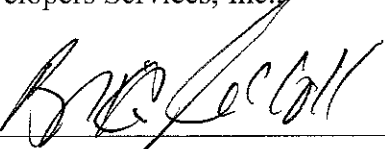
2.2 Service Area Expenses. For the purposes of this supplement, Service Area Expenses shall mean any expenses that the Association incurs or expects to incur in connection with the limited maintenance of the Townhomes and landscape maintenance of the Limited Common Areas. Townhome Service Area expenses include such landscape maintenance reserves for repair and replacement of the roofs and exterior painting of the Townhomes as the Association finds necessary or appropriate.

2.3 Service Area Assessments. The total Townhome Service Area expenses shall be allocated among all Townhomes in the Service Area at a uniform rate per townhome and shall be levied as Service Area Assessments pursuant to the Charter; and shall be paid by the Owners of the Townhomes all in accordance with Section 12.5 of the Charter.

2.4 Owner’s Responsibility. Nothing set forth in this Supplement shall relieve an Owner of its obligation to maintain his or her Townhome, including all structures, landscaping and other improvements comprising the Unit and providing insurance for his or her Unit, all as more particularly set forth in Section 6.1 of the Charter.

IN WITNESS WHEREOF, Founder has set its hand and seal of the date and year first above written.

Horseshoe Flats, LLC, by its Manager:  
Developers Services, Inc.

By   
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Brian F. McColl, its President

