



THIRD AMENDMENT TO COMMUNITY CHARTER FOR LEGACY

This Third Amendment (the “**Third Amendment**”) is made to the Community Charter for Legacy (“**Charter**”) dated April 25, 2008, executed by Idaho Development Services, Inc., an Idaho corporation (“**IDS**”), and recorded as Instrument No. 108048693 on April 25, 2008, together with the First Amendment to Community Charter for Legacy recorded as Instrument No. 111102792 on December 16, 2011, and the Second Amendment to Community Charter for Legacy recorded as Instrument No. 112086395 on August 24, 2012, in the office of the Ada County Recorder.

This Third Amendment is made by Horseshoe Flats, LLC, an Idaho limited liability company, the successor to all of the rights, title and interests of the Founder under the Charter.

Recitals

WHEREAS, pursuant to Section 20.2 of the Charter, the Founder may unilaterally amend the Charter for any purpose until termination of the Founder Control Period;

NOW, THEREFORE, the undersigned hereby declares that Section 12.5 is deleted in its entirety and replaced as follows:

Section 12.5 Authority to Assess Owners; Time of Payment

The Founder hereby establishes and the Association is hereby authorized to levy assessments as provided for in this chapter and elsewhere in the Governing Documents. The obligation to pay Assessments shall commence as to each Unit on the 1st day of the month following the date on which the person who has recorded a plat including the Unit, first conveys record title to the Unit, provided the Board has determined a budget and levied Assessments pursuant to this chapter.

The first annual Base Assessment and Service Area Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit. Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects,

assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Service Area Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

IN WITNESS WHEREOF, Founder has caused this Third Amendment to be executed as of the 21st day of June, 2014.

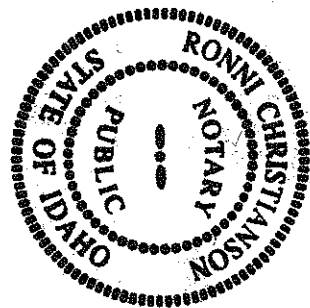
Horseshoe Flats, LLC, by its Manager:
Developers Services, Inc.,

By Brian F. McColl
Brian F. McColl, its President

STATE OF IDAHO,)
) ss.
County of Ada.)

On this 24th day of June, in the year 2014, before me, a Notary Public in and for said State, personally appeared Brian F. McColl, known or identified to me to be the President of Developers Services, Inc., the Manager of Horseshoe Flats, LLC, and the Manager that executed the within instrument or the person who executed the instrument on behalf of said Horseshoe Flats, LLC, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Ronni Christanson
Notary Public for Idaho
Residing at: Boise Idaho
Commission expires: 6/30/16