



ELEVENTH SUPPLEMENT TO COMMUNITY CHARTER FOR LEGACY

This Eleventh 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**”).

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.

D. Lot 1 in Block 9 of Snoqualmie Falls Subdivision No. 5 (“**Phase 5 Pond**”) was platted as a Common Lot.

E. Lots 2-12 and Lots 15-25, Block of 9 of Snoqualmie Falls No. 5 front on Phase 5 Pond (the “**Pond Front Lots**”) front on the Phase 5 Pond.

ARTICLE 1: POND FRONT SERVICE AREA.

1.1 Pond Front Service Area. The Founder declares that the Pond Front Lots are designated as the “**Pond Front Service Area**,” which designation shall benefit and burden the Lots in the Pond Front Service Area.

1.2 Annexation. At such times when additional lots are platted that front on ponds in the Legacy development, the Founder may annex said lots into the Pond Front Service Area and may designate additional Common Area Lots as Limited Common Areas.

1.3 Limited Common Area. Phase 5 Pond is hereby designated as “**Limited Common Area**” in accordance with Section 3.1 of the Charter.

ARTICLE 2: SERVICE AREA EXPENSES.

2.1 Maintenance. The Association shall undertake reasonable steps to maintain the Phase 5 Pond, controlling the algae and aquatic plant life. The Association shall further have the right, but not the obligation, to maintain the pond bank portions of the Pond Front Lots by installing appropriate pond front landscaping materials, and controlling weeds and other maintenance that the Association deems reasonably necessary to preserve the attractiveness of the pond banks.

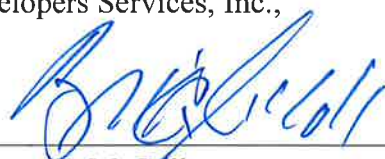
2.2 Service Area Expenses. For the purposes of this supplement, the Service Area Expenses shall mean any expenses that the Association incurs or expects to incur in connection with the maintenance of the Phase 5 Pond and the sloped portions of the shoreline. Pond Front Service Area Expenses may include a reserve for repair and replacement of any equipment procured by the Association for the purpose of performing the maintenance of the Phase 5 Pond and its banks.

2.3 Service Area Assessments. The total Pond Front Service Area Expenses shall be allocated among the Pond Front Lots at a uniform rate per lot and shall be levied as a Service Area Assessment pursuant to the Charter; and shall be paid by the Owners of said Pond Front Lots 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 the backyards of any Pond Front Lot, including maintaining all landscaping and hardscaping of each Owner's backyard down to the shoreline of the Phase 5 Pond, unless otherwise assumed by the Association.

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 
Brian F. McColl, its President



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

On this 15th day of December, 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 Christianson
Notary Public for Idaho
Residing at: Boise, Idaho
Commission expires: 6-30-16

