



SIXTH SUPPLEMENT TO COMMUNITY CHARTER FOR LEGACY

This Sixth Supplement is made effective the 1st day of January, 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 Units 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 Units in Legacy.

D. The recorded Plat for Mosca Seca Subdivision No. 2 filed in Book 101, pages 13328 through 13333, records Ada County, Idaho (“**Mosca Seca No. 2 Plat**”) consists of residential lots and common lots including private roads.

ARTICLE 1: WORLD CUP NEIGHBORHOOD.

1.1 Residential Lots. The Founder declares that all platted residential lots in Mosca Seca No. 2 Plat are designated as a Service Area to be known as the “**World Cup Neighborhood**,” the benefits and burdens of which shall be binding upon all Owners of the residential lots in the World Cup Neighborhood.

1.2 Limited Common Area. The following lots in the World Cup Neighborhood are hereby designated as “**Limited Common Area**”: Lot 3, Block 6 of Mosca Seca No. 2 (the “**Private Roads**”), together with the road beds of the Private Roads, curbs, gutters and all portions of the sidewalks that parallel the Private Roads regardless of whether said sidewalks are located within the Private Roads right-of-way or are located or partially located on the adjacent residential lots; all of Common Area Lot 4, Block 6, Mosca Seca Subdivision No. 2, excepting however the landscaped median strip located between the southern boundary of the road bed of W. Signature Dr. and the adjacent sidewalk.

ARTICLE 2: SERVICE AREA EXPENSES.

2.1 Maintenance. The maintenance required for the Limited Common Area will include maintaining the surface of the Private Roads, curbs, gutters and sidewalks and all hard surface paths within the Limited Common Area; maintaining the substructure of the Private Roads, including storm drains; maintaining the landscaping on all of the landscaped portions of the Limited Common Area, including Private Road landscaped islands and the greenery portion of Lot 4, Block 6. Mosca Seca Subdivision No. 2, Ada County, Idaho.


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 Limited Common Area defined herein.

2.3 Service Area Assessments. The Service Area Expenses for the World Cup Neighborhood shall be allocated among the Owners of the residential lots in the World Cup Neighborhood at a uniform rate and shall be levied as a Service Area Assessment pursuant to the Charter; and shall be paid by the Owners of said residential lots in the World Cup Neighborhood all in accordance with Section 12.5 of the Charter.

2.4 Annexation of Townhome Lots. When any of the residential lots platted as townhome lots are improved with townhomes, and the Common Area Lots 134, 137, 144, 148, 151, 154, 155 and 164, Block 6, Mosca Seca Subdivision No. 2 are landscaped, the Founder may annex the townhome lots into the Townhome Service Area, subject to that certain Fifth Supplement to Community Charter for Legacy, Instrument No. 114047867, records Ada County, Idaho. Annexation of the townhome lots into the Townhome Service Area shall not be deemed to exclude said townhome lots from the World Cup Neighborhood nor to release said townhome lots from the World Cup Neighborhood Service Area Assessment.

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

