

SECOND AMENDMENT TO FIFTH SUPPLEMENT
TO COMMUNITY CHARTER FOR LEGACY

This Second Amendment (the “**Second Amendment**”) is made to the Fifth Supplement to Community Charter for Legacy (the “**Fifth Supplement**”), recorded as Instrument No. 114047867, records Ada County, Idaho, and is entered this 24th day of September, 2020.

Recitals

A. WHEREAS, under *Section 2.1* of the Fifth Supplement, the Association agrees to undertake certain Limited Maintenance responsibilities for the Townhomes constructed in the Townhome Service Area, including assuming roof repair and replacement.

B. WHEREAS, *Section 2.4* of the Fifth Amendment provides that the nothing in the Fifth Supplement shall relieve an Owner of its obligation under Section 6.1 of the Charter to maintain his or her Townhome, including structures, landscaping and other improvements and providing insurance for his or her Unit in accordance with the Charter requirements.

C. WHEREAS, under *Section 6.3* of the Charter, each Owner shall carry property insurance for the full replacement costs of all insurable improvements on his or her Unit, less a reasonable deductible.

D. WHEREAS, the undersigned, Brahma, LLC an Idaho limited liability company (the “**Founder**”) is a successor in interest to, and the holder of certain rights of the Founder under the Charter.

E. WHEREAS, under *Section 20.2* of the Charter, the Founder has a right to unilaterally amend the Charter for any purpose during the Founder Control period.

F. WHEREAS the Founder desires to provide additional clarity on the Association and Owner’s responsibility in the Townhome Service Areas.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms, conditions, and covenants hereinafter set forth, the Founder hereby further amends the Fifth Supplement as follows:

ARTICLE 2: SERVICE AREA EXPENSES.

2.1 Limited Maintenance. The Association shall assume the lawn and other landscaping, exterior wall painting, and roof repair, roof and shingle replacement for single family residences (the “**Townhomes**”) constructed in the Townhome Service Area, conditioned upon: (1) the Owner’s payment of annual Townhome Service Area assessment for all expenses that the Association incurs or expects to incur in connection with such maintenance and (2) the Owner providing the Association with proof of property insurance as required under *Section 2.4* below.

2.4 Owner’s Responsibility. Nothing set forth in this Supplement shall relieve an Owner of its obligation under *Section 6.1* of the Charter to maintain his or her Townhome, including structures, landscaping and other improvements comprising the Unit and obtaining property homeowners insurance providing (1) coverage for fire, water and other perils on terms and conditions that may be identified and required by the Association from time to time and (2) coverage for full replacement cost of all insurable improvements on his or her Unit, less a reasonable deductible, as more particularly set forth under *Section 6.3* of the Charter.

Except as expressly provided herein, the Fifth Supplement and the Amendment to the Fifth Supplement shall remain in full force and effect and unmodified.

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

**BRAHMA, LLC, by its Manager:
Developer Services, Inc.**

By 
Brian F. McColl, its President

