



**SECOND AMENDMENT TO THE SEVENTH SUPPLEMENT TO
COMMUNITY CHARTER FOR LEGACY**

THIS SECOND AMENDMENT TO THE SEVENTH SUPPLEMENT TO COMMUNITY CHARTER FOR LEGACY (the "**Second Amendment to Seventh Supplement**") is made by Brahma, LLC, an Idaho limited liability company, the successor to all of the rights, title and interest of the Founder under the Community Charter for Legacy, Instrument No. 111102792, records Ada County, Idaho (the "**Charter**").

Recitals

A. The Seventh Supplement to Community Charter for Legacy created the "**Lake Front Service Area**" consisting of certain units in Snoqualmie Falls Subdivision No. 2, Ada County, Idaho, and by Amendment to the Seventh Supplement, Ada County Instrument No. 2014-061072, added certain units in Snoqualmie Falls Subdivision No. 4.

B. The Seventh Supplement allocated the Legacy Lake Service Area Expenses among the Lake Front Lots (as defined therein) as a Service Area Assessment.

C. Section 12.2(c) of the Charter, as amended, permits at the discretion of the Board of the Association, the allocation of Service Area Assessments between units in the Service Area and all units in the Legacy Community.

D. The Board of the Association has determined that Lake Legacy is a significant amenity benefitting all units in Lake Legacy; and further that there are certain benefits of Lake Legacy that disproportionately benefit the Lake Front Lots in that the Association, and that the Association, in addition to maintaining Lake Legacy, maintains the slope portions of the Legacy Lake shoreline.

AMENDMENT

For good and valuable consideration, including the Recitals contained herein, the undersigned hereby declares that Section 2.3 of the Seventh Supplement is amended by deleting it in its entirety and replacing it as follows:

"2.3 Service Area Assessments. A portion of the total Legacy Lake Service Area Expenses shall be allocated among the Lake Front Lots at a uniform rate per lot, and another portion of the Legacy Lake Service Area Expenses shall be allocated among all lots in the Legacy Community at a uniform rate as the Board of the Association may reasonably determine."

IN WITNESS WHEREOF, Founder has caused this Second Amendment to Seventh Supplement to be executed as of the 18th day of January, 2016.

BRAHMA, LLC, by
Developers Services, Inc., its Manager

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

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

On this 18th day of January, in the year 2016, 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 Brahma, LLC, and the Manager that executed the within instrument or the person who executed the instrument on behalf of said Brahma, 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