

TERMINATION OF POND FRONT SERVICE AREA

THIS TERMINATION OF POND FRONT SERVICE AREA ("Termination") is made this 12th day of March, 2016, by the undersigned, Brahma, LLC, an Idaho limited liability company (the "Founder") and is made in reference to the Eleventh Supplement to Community Charter for Legacy recorded as Instrument No. 2014-101038, records Ada County, Idaho, as amended by that certain Amendment to Eleventh Supplement to Community Charter for Legacy recorded as Instrument No. 2015-033481, records Ada County, Idaho; and further amended by that certain Second Amendment to Eleventh Supplement to Community Charter for Legacy, recorded as Instrument No. 2015-099989, records Ada County, Idaho (collectively hereinafter the "Eleventh Supplement"). The Community Charter for Legacy (the "Charter") is recorded as Instrument No. 108048693, records Ada County, Idaho, and is by this reference incorporated herein.

Recitals

A. All terms defined in the Eleventh Supplement or the Charter shall have the same meaning in this Termination unless otherwise defined herein.

B. The Eleventh Supplement contains the Founder's creation of a "Pond Front Service Area" wherein certain "Pond Front Lots" were designated to be part of the Pond Front Service Area. The Units designated as Pond Front Lots in the Eleventh Supplement (as amended) included Lots 2-12 and Lots 15-25, Block 9, Snoqualmie Falls Subdivision No. 5, Ada County, Idaho; and Lots 2-5, 8-11 and 15-17, Block 11, Snoqualmie Falls Subdivision No. 6, Ada County, Idaho; and Lots 2-4 and 6-7, Block 13, Snoqualmie Falls Subdivision No. 6, Ada County, Idaho.

C. The following Lots, or portions thereof, developed as ponds are identified in the Eleventh Supplement as "Limited Common Areas": Lot 1, Block 9, Snoqualmie Falls Subdivision No. 5, Ada County, Idaho; Lot 1, Block 11, Snoqualmie Falls Subdivision No. 6, Ada County, Idaho; the pond portion of Lot 4, Block 6, Mosca Seca Subdivision No. 2, Ada County, Idaho; and the pond portions of Lot 6, Block 6, Snoqualmie Falls Subdivision No. 4, Ada County, Idaho.

D. It was the Founder's intention that the Pond Front Lots would have the exclusive benefit of the ponds that the Pond Front Lots fronted on.

E. The Founder has reasonably determined that the ponds benefit through access, aesthetics, and certain limited use all building lots in the Legacy Community.

F. Pursuant to Section 3.4 of the Charter, the Founder may designate Service Areas and unilaterally amend the Charter or any Supplement to change Service Area boundaries.

ADA COUNTY RECORDER Christopher D. Rich 2016-033501
BOISE IDAHO Pgs=3 VICTORIA BAILEY 04/21/2016 04:07 PM
WORST FITZGERALD & STOVER AMOUNT:\$16.00



ARTICLE 1 - TERMINATION

1.1 Termination of Service Area. The Founder declares that the Pond Front Service Area is terminated and that all Pond Front Lots, as defined in the Eleventh Supplement, are no longer part of nor subject to the burdens and benefits of the Pond Front Service Area.

ARTICLE 2 - LIMITED COMMON AREAS

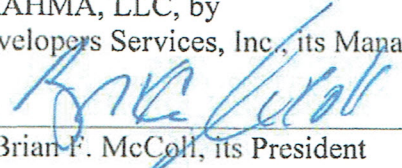
2.1 Limited Common Areas. The ponds identified as Limited Common Areas in the Eleventh Supplement shall no longer be considered Limited Common Areas, but shall continue to be part of the Common Area maintained by the Association. The Association consents to this termination and agrees that maintenance of expenses of the ponds identified in Recital C shall be part of the Association's general budget.

ARTICLE 3 - EFFECTIVE DATE

3. Effective Date. Effective January 1, 2016 no separate Service Area expenses shall be assessed against the Pond Front Lots.

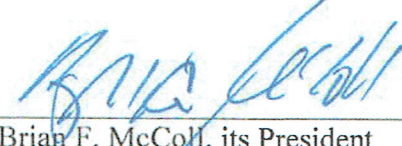
IN WITNESS WHEREOF, the Founder and the Association have caused this Termination to be executed as of the day and year first above written.

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

By 

Brian F. McColl, its President

Legacy Community Association, Inc.

By 

Brian F. McColl, its President

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

On this 10 day of March, 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

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

On this 10 day of March, 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 Legacy Community Association, Inc., the limited liability company that executed the within instrument or the person who executed the instrument on behalf of said limited liability company, 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