

JOINT MAINTENANCE OF MEDIAN STRIPS (PARKWAYS) IN LEGACY

THIS JOINT MAINTENANCE OF MEDIAN STRIPS (PARKWAYS) IN LEGACY ("Agreement") is made effective this 2nd day of June, 2016, by the undersigned, Brahma, LLC, an Idaho limited liability company (the "Founder"), and is made in reference to the Eighth Supplement to Community Charter for Legacy recorded as Instrument No. 114050592, records Ada County, Idaho, as amended by that certain Amendment to Eighth Supplement to Community Charter for Legacy, recorded as Instrument No. 2015-09990, records Ada County, Idaho; and is made in reference to that certain Maintenance of Premium Median Strip Service Area dated the 10th day of March 2016 and recorded as Instrument No. 2016-033503, records Ada County, Idaho (collectively the "Eighth Supplement"); and in reference to the Community Charter for Legacy (the "Charter") recorded as Instrument No. 108048693, records Ada County, Idaho, which instruments are be this reference incorporated herein.

Recitals

A. All terms defined in the Eighth Supplement or the Charter shall have the meaning in this Agreement unless otherwise define herein.

B. All home sites in Legacy front on either publically dedicated streets or private streets. Contiguous to each street is a landscaped strip that lies between the curb of this street and a sidewalk (the "**Median Strip**"), which Median Strips lie within the public right-of-way in the case of those home sites that front on publically dedicated streets.

C. Pursuant to the Eighth Supplement the Legacy Community Association, Inc. (the "**Association**") assumed the maintenance of those Median Strips contiguous to certain lots in Mosca Seca Subdivision No. 1, certain lots in Snoqualmie Falls No. 1, and all lots in Snoqualmie Falls No. 5 and lots in Snoqualmie Falls No. 6, which select Median Strips were referred to as the "**Premium Median Strip Service Area**").

D. Pursuant to Section 6.1 of the Charter, each owner is responsible for maintaining and irrigating the public right-of-way lying between the Lot Boundary and any curb located on a public right-of-way that is within ten (10) feet of the Lot Boundary, subject to the restriction that owners may not remove trees, shrubs or similar vegetation from this area without prior approval of the Association.

E. Certain Median Strips are landscaped with trees, shrubbery, ornamental grasses, and rock mulch, which landscaping was originally installed by either the Founder or builders who purchased lots from the Founder; and other Median Strips are landscaped with trees, surrounded by planter beds, and otherwise landscaped with sod. All Median Strips are irrigated or are required to be irrigated by the Owners as part of the Owners' lot sprinkler systems.



F. The Median Strips are within the public right-of-way of ACHD, are not maintained by ACHD, and generally add to the parkway look of the Legacy Community, particularly if such Median Strips are properly maintained.

G. Pursuant to Section 3.1 of the Charter, the Association may assume responsibility for property dedicated to the public including public rights-of-way.

NOW, THEREFORE, in consideration of the recitals set forth above and made a part hereof, the Founder hereby declares that the Association and the Owners jointly maintain the Median Strips upon the following terms and in accordance with the following delegation of responsibility.

1. The Owners shall continue to maintain all turf areas and Median Strips in front of the particular Owners' lot by providing irrigation, mowing, fertilization and weeding of such turf areas, and keep the planter beds weed free. The Owners shall also provide and maintain sprinkler irrigation to the entire Median Strip in front of the Owners' lot, including trees, shrubbery, flowers and planter areas, utilizing pop-up sprinkler sprays. NO DRIP IRRIGATION LINES SHALL BE PERMITTED IN THE MEDIAN STRIPS.

2. The Association shall provide all landscape maintenance to all non-turfed areas of the Median Strips, including pruning of trees planted in the Median Strip, pruning, fertilizing all plant materials, including trees, shrubbery, ornamental grasses and flowers; and installing in the planter beds annual and/or perennial flowers from time to time as determined by the Founder. The Association's landscaping obligations assumed in the Eighth Supplement and herein shall include replacing any plant material, including trees and shrubbery that as a result of weather or other horticultural conditions have failed to thrive or otherwise require replacement.

3. Pursuant to, and consistent with Section 2.1 of Instrument No. 2016-033503, all maintenance expenses incurred by the Association in connection with the landscaping responsibilities set forth in this Agreement shall be part of the Common Expenses that make up the Base Assessments against all home sites in the Legacy Community.

IN WITNESS WHEREOF, the undersigned has caused the following Instrument to be execute this 2nd day of June, 2016.

BRAHMA, LLC, by

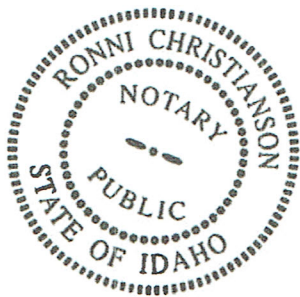
Developers Services, Inc., its Manager

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

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

On this 2nd day of June, 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