



**AMENDED AND RESTATED
JOINT MAINTENANCE OF MEDIAN STRIPS (PARKWAYS) IN LEGACY**

THIS AMENDED AND RESTATED JOINT MAINTENANCE OF MEDIAN STRIPS (PARKWAYS) IN LEGACY ("**Agreement**") is made effective this 6th day of October, 2016, by the undersigned, Brahma, LLC, an Idaho limited liability company (the "**Founder**"). This Agreement amends and restates in its entirety that certain Joint Maintenance of Median Strips (Parkways) in Legacy recorded as Instrument No. 2016-048573 in the Office of the Recorder of Ada County, Idaho. This Agreement 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. Home sites in the planned community known as "Legacy" in Eagle, Idaho have been platted as subdivision phases, including, as of the execution of this Agreement, Mosca Seca Subdivision Nos. 1-2 and Snoqualmie Falls Subdivision Nos. 1-7.

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.

H. Certain maintenance functions can be effectively and efficiently undertaken by Owners, and certain other maintenance functions can be more effectively and efficiently undertaken by the Association.

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 of the Median Strips in front of the particular Owner's lot by providing irrigation, mowing, fertilization and weeding of such turf areas and the flower beds, and shall keep the Median Strips, including 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. The Owner shall provide routine pruning, at least twice per year, of the trees located in the section(s) of the Median Strip contiguous to the Owner's home.

2. Except for the pruning of trees, the Association shall provide all landscape maintenance to all non-turfed areas of the Median Strips, including fertilizing all plant materials, trees, shrubbery, ornamental grasses and flowers; pruning shrubs; and installing in the planter beds annual and/or perennial flowers from time to time as determined by the Founder. The Association shall also assume the responsibility of providing a pre-emergent application for weed control in the spring, and on an as needed basis provide aphid and mold treatment of vegetation. In those Median Strips that have been landscaped with volcanic rock material, the Association shall replace and/or refresh said material as needed.

3. The Association's landscaping obligations assumed in the Eighth Supplement and herein shall include replacing trees and shrubs that die as a result of winter weather. If any plant material, including trees, has otherwise failed to thrive, it shall be the Owner's responsibility to replace such dead trees or other vegetation.

4. 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.

