



## RECONCILIATION OF CHARTERS

This instrument (the "**Reconciliation**") is made by declaration this 18<sup>th</sup> day of July, 2017, by Cloud Berry, LLC, a Wyoming limited liability company (hereinafter "**Cloud Berry**").

### Recitals

WHEREAS, a master planned community in Eagle, ID commonly known as Legacy was made subject to that certain Development Agreement between the City of Eagle ("**Eagle**") and Development Entities (the "**Applicants**"), dated October 10, 2006 and originally recorded October 12, 2006 as Instrument No. 106161990, records Ada County, Idaho, which Development Agreement governed the development of parcels of property totaling 624.05 acres, all more particularly depicted on Exhibit A and legally described on Exhibit B to the Development Agreement (the "**Development Property**"); and

WHEREAS, substantially all of the Development Property was declared to be subject to that certain Community Charter for Legacy Eagle, recorded August 24, 2007, Instrument No. 107119771, records Ada County, Idaho (the "**2007 Charter**"); and

WHEREAS, the first phase in the development of the Development Property consisting of approximately 58.03 acres was platted as Mosca Seca Subdivision No. 1, recorded on March 11, 2008, Instrument No. 108028316, records Ada County, Idaho; and

WHEREAS, Mosca Seca Subdivision No. 1 (excepting however Lot 2, Block 5; and Lot 2, Block 6 of Mosca Seca Subdivision No. 1) was declared to be subject to that certain Community Charter for Legacy recorded April 25, 2008, Instrument No. 108048693, records Ada County, Idaho (the "**2008 Charter**"); and

WHEREAS, subsequent to the recording of the 2008 Charter additional phases of the Development Property through recorded supplements to the 2008 Charter have been annexed into the 2008 Charter, specifically: the platted lots in (i) Mosca Seca Subdivision No. 2, Instrument No. 108096411; (ii) Snoqualmie Subdivision No. 1, Instrument No. 112098392; (iii) Snoqualmie Falls Subdivision No. 2, Instrument No. 113030626; (iv) Snoqualmie Falls Subdivision No. 3, Instrument No. 113123718; (v) Snoqualmie Falls Subdivision No. 4, Instrument No. 2014058679; (vi) Snoqualmie Falls Subdivision No. 5, Instrument No. 2014-098854; (vii) Snoqualmie Falls Subdivision No. 6, Instrument No. 2015-099503; (viii) Snoqualmie Falls Subdivision No. 7, Instrument No. 2016-064888; and (ix) Snoqualmie Falls Subdivision No. 8, Instrument No. 2016-126853 (collectively with Mosca Seca Subdivision No. 1, the "**Platted Legacy Phases**"); and

WHEREAS, the 2008 Charter, with a few minor exceptions, is substantially the same document as the 2007 Charter; and

WHEREAS, both the 2007 Charter and the 2008 Charter were declarations made by Idaho Development Services, Inc., an Idaho corporation (named and identified in both the 2007 Charter and the 2008 Charter as the "**Founder**"); and

WHEREAS, Cloud Berry was the first successor in interest to the rights of the Founder under the 2008 Charter; and

WHEREAS, the undersigned Horseshoe Flats, LLC and Brahma, LLC are also successors in interest to the rights of the Founder; and

WHEREAS, pursuant to Section 20.2 in both the 2007 Charter and the 2008 Charter, the Founder is granted the right to unilaterally amend the Charter for any purpose; and

WHEREAS, Cloud Berry is the fee simple owner of the remaining portions of the Development Property that have yet to be platted (the "**Unplatted Parcels**"); and

WHEREAS, in light of the foregoing recitals, the Founder has concluded that all of the Platted Legacy Phases are subject to both the 2007 Charter and the 2008 Charter, and that the few sections of the 2008 Charter that differ from the 2007 Charter may cause confusion.

NOW, THEREFORE, the undersigned parties in their capacity as holders of the Founder's rights, declare that the 2007 Charter is *void ab initio* and any and all of the platted lots in the Platted Legacy Phases and the Unplatted Parcels shall no longer be subject to the 2007 Charter; and further declare that all of the platted lots in the Platted Legacy Phases continue to be subject to the 2008 Charter.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date and year first above written.

**CLOUD BERRY, LLC, a Wyoming  
limited liability company,**

By:   
Justin Martin, its Manager

**HORSESHOE FLATS, LLC, an Idaho  
limited liability company, by:**  
Developers Services, Inc., its Manager

By:   
Brian F. McColl, its President

**BRAHMA, LLC, an Idaho  
limited liability company, by:**  
Developers Services, Inc., its Manager

By:   
Brian F. McColl, its President

WHEREAS, Cloud Berry was the first successor in interest to the rights of the Founder under the 2008 Charter; and

WHEREAS, the undersigned Horseshoe Flats, LLC and Brahma, LLC are also successors in interest to the rights of the Founder; and

WHEREAS, pursuant to Section 20.2 in both the 2007 Charter and the 2008 Charter, the Founder is granted the right to unilaterally amend the Charter for any purpose; and

WHEREAS, Cloud Berry is the fee simple owner of the remaining portions of the Development Property that have yet to be platted (the "**Unplatted Parcels**"); and

WHEREAS, in light of the foregoing recitals, the Founder has concluded that all of the Platted Legacy Phases are subject to both the 2007 Charter and the 2008 Charter, and that the few sections of the 2008 Charter that differ from the 2007 Charter may cause confusion.

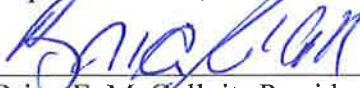
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IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date and year first above written.


**CLOUD BERRY, LLC, a Wyoming  
limited liability company,**

By \_\_\_\_\_  
Justin Martin, its Manager

**HORSESHOE FLATS, LLC, an Idaho  
limited liability company, by:  
Developers Services, Inc., its Manager**

By:   
\_\_\_\_\_  
Brian F. McColl, its President

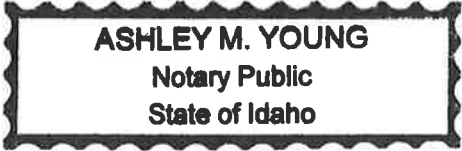
**BRAHMA, LLC, an Idaho  
limited liability company, by:  
Developers Services, Inc., its Manager**

By:   
\_\_\_\_\_  
Brian F. McColl, its President

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

On this 18 day of July, 2017, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Justin Martin**, known or identified to me to the **Manager of Cloud Berry, LLC**, a Wyoming limited liability company, and the limited liability company who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company; and 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.



*Ashley*  
 \_\_\_\_\_  
 Notary Public for Idaho  
 Residing at Boise, Idaho  
 My Commission Expires: 9-19-2022

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

On this 18<sup>th</sup> day of July, 2017, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Brian F. McColl**, known or identified to me to the **President of Developers Services, Inc.**, an Idaho corporation, the **Manager of Horseshoe Flats, LLC**, an Idaho limited liability company, and the limited liability company who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company; and 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 Christanson*  
 \_\_\_\_\_  
 Notary Public for Idaho  
 Residing at Boise, Idaho  
 My Commission Expires: 7-15-22

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

On this \_\_\_\_ day of July, 2017, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Justin Martin**, known or identified to me to the **Manager of Cloud Berry, LLC**, a Wyoming limited liability company, and the limited liability company who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company; and 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.

\_\_\_\_\_  
 Notary Public for Idaho  
 Residing at \_\_\_\_\_, Idaho  
 My Commission Expires: \_\_\_\_\_

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

On this 18<sup>th</sup> day of July, 2017, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared **Brian F. McColl**, known or identified to me to the **President of Developers Services, Inc.**, an Idaho corporation, the **Manager of Horseshoe Flats, LLC**, an Idaho limited liability company, and the limited liability company who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company; and 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 Christanson  
 \_\_\_\_\_  
 Notary Public for Idaho  
 Residing at Boise, Idaho  
 My Commission Expires: 7-15-22



