



LEGACY ASSOCIATION RULES

The purpose of Rules is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities that fall outside of “the norm.” In fact, it is expressly intended that the Reviewer under Chapter 5, and the Board, as appropriate, have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents, based upon aesthetic or other considerations consistent with the established guidelines. As such, while something may be approved or permitted for one Unit under one set of circumstances, the same thing may be disapproved for another Unit under a different set of circumstances. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Board from taking enforcement action in any appropriate circumstances.

The following shall apply to all of Legacy until such time as they are modified pursuant to the Charter.

GENERAL. Legacy shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by the Founder to assist in the sale of property, offices for any property manager retained by the Association, or business offices for the Founder or the Association) consistent with the Charter and any Supplement.

DESIGN REVIEW. All Exterior property improvements are subject to the Legacy Design Review Guidelines.

- (a) Do NOT start work until your project is approved by the Design Review Process
- (b) Large exterior improvements may be subject to a fully refundable deposit upon project completion
- (c) Unapproved exterior improvements may be subject to fine and violation

COMMON AREAS. Certain facilities and areas within Legacy may be open for use and enjoyment of the public. Such facilities and areas may include, by way of example: greenbelts, trails and paths, parks, and other neighborhood spots conducive to gathering and interaction, roads, sidewalks, and medians. The Founder may designate such facilities and areas as open to the public at the time the Founder makes them a part of the Area of Common Responsibility, or the Board may so designate at any time thereafter. Common Areas are for Legacy members and their invited guests only; any guest must be accompanied by a member.

1. PROHIBITED CONDITIONS. The following shall be prohibited in Legacy:

- (a) Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Legacy;
- (b) Structures, equipment, or other items on the exterior portions of a Unit which have become rusty, dilapidated, or otherwise fallen into disrepair;
- (c) Swimming, wading, or playing in irrigation canals or ponds; and



- (d) Dumping or throwing lawn clippings, debris, garbage, or other items of any kind in irrigation canals or ponds.

2. RESTRICTED ACTIVITIES. Unless expressly authorized by, and then subject to such conditions as may be imposed by the Board, the following activities are restricted within Legacy:

- (a) Renting or leasing of units within Legacy, unless the following criteria is met;
 - i. The Member owns no more than two Units within Legacy
 - ii. A single Unit may be rented/leased if the other unit is the Member's primary residence
- (b) Renting or leasing any portion of their dwelling for transient or hotel purposes;
- (c) Storing trash or recycling receptacles in public view;
- (d) Raising, breeding, or keeping animals except that the number of dogs and cats in any one household shall not exceed three (3) such animals in totality, unless that number has already been exceeded as of June 9, 2021 in which case the homeowner is grandfathered in as an existing exception to this rule. In the event that such animal no longer exists, the grandfather exception shall not apply to replacement of any animal which will lead to exceeding the three-animal limit. Please be aware that pets that are permitted to roam free, or, in the HOA's sole discretion, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon the HOA's request. If the pet owner fails to honor such request, the HOA may have the pet removed. All pets shall be kept on a leash or otherwise confined in a manner consistent with HOA rules whenever outside the dwelling. Pets shall be registered, licensed and inoculated as required by law;
- (e) Any activity that emits foul or obnoxious odors outside the Unit or creates noise or other conditions that tend to disturb the peace or threaten the safety of the occupants of other Units;
- (f) Any activity that violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;
- (g) Pursuit of hobbies or other activities that tend to cause an unclean, unhealthy, or untidy condition to exist outside structures on the Unit;
- (h) Any noxious or offensive activity that in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units;
- (i) Outside burning of trash, leaves, debris, or other materials, except during the normal course of constructing a dwelling on a Unit;
- (j) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusively for security purposes;



- (k) Use and discharge of firecrackers and other fireworks;
- (l) Accumulation of rubbish, trash, or garbage except between regular garbage collection, and then only in approved containers;
- (m) Reckless use of a motorized device (such as but not limited to a bike, scooter, ATV, UTV, hoverboard, or golf cart) that causes damage to any Common Area;
- (n) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;
- (o) On-site storage of fuel, except that a reasonable amount of fuel may be stored at each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Chapter 5;
- (p) Any activities that materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within Legacy or that use excessive amounts of water or which result in unreasonable levels of sound or light pollution;
- (q) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Unit without prior approval pursuant to Chapter 5 of the Charter;
- (r) Removing fish from ponds within the Community. Fishing may be permitted in certain areas within the Community, however, any fish caught shall be immediately released back into the pond;
- (s) Any modification of anything, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of Chapter 5 of the Charter. This shall include, without limitation, signs, displays, banners, basketball hoops, and swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; piers, and similar structures; hedges, walls, dog runs, animal pens, or fences of any kind; and satellite dishes and antennas, except those permitted by the Design Guidelines and approved by the HOA;
- (t) Portable athletic equipment (for example: basketball hoops) may be used in yards or driveways, but must be stored out of view when not in use; and
- (u) Any flag or flag pole except those approved and permitted by the Design Guidelines.



3. PARKING. No parking any vehicles on public or private streets or thoroughfares, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages; provided, construction, service and delivery vehicles shall be exempt from this provision during normal business hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area;

- (a) No parking any vehicles on public or private streets or thoroughfares;
- (b) Only "primary vehicles" (daily driver) may be parked in the driveway overnight;
- (c) No "storing" of ANY vehicles in driveways or on streets;
- (d) Commercial vehicles, equipment, mobile homes, recreational vehicles, golf carts, boats, and other water craft, trailers, stored vehicles, project vehicles, and inoperable vehicles MUST be stored in a garage or offsite;
- (e) Exempt: Visiting guests may use street parking for reasonable/short time use only;
- (f) Exempt: Delivery, construction, and service vehicles may use street parking during normal business hours for such period of time as is reasonably necessary to provide service or make a delivery; and
- (g) Exempt: RV/Boats and other recreational vehicle trailers are allowed a 48 hour loading and unloading time. Otherwise they MUST be stored in a garage or offsite.

4. SIGNS. Signs are restricted in Legacy, except that:

- (a) Signs that advertise a Unit for sale, provided such signs are neat and of the typical front yard or median strip sign used by Realtors®. Signs that state that the Units for sale status is "coming soon" are not permitted in this exception;
- (b) Signs that are approved by the Reviewer advertising the name of the builder and/or the name of the institution providing financing for construction of the home during the construction;
- (c) Neat, reasonably sized (in no event larger than 18" by 12") signs identifying the location of a garage sale with directional or identification signs, provided no Unit shall put up signs advertising a garage sale more often than one time per any calendar year;
- (d) Political signs, per Idaho Law (Candidate & ballot measures only). These types of signs shall be allowed 60 day prior to an election Until 2 weeks after the election. One sign allowed per candidate and/or ballot measure may be displayed; In the front or back yard of the Unit only;
- (e) No signs or banners allowed in common areas unless approved by the board for a sanctioned Legacy Event; and
- (f) Permitted signs must not be larger than the standard 18" x 24" yard sign.

**Any other displays not mentioned may be allowed at the board's discretion.*



5. **FISHING AND BOATING.** Owners of lots that front on the ponds in Legacy shall be entitled to launch self-propelled watercraft, such as canoes, paddleboards, paddleboats, kayaks and flotation tubes from the owners' lots. Launching of any such watercraft from the Common Area lots that can be accessed by a street in Legacy (the "**Common Area Waterfront Lots**") shall not be permitted. Legacy residents shall be entitled to fish from the Common Area Waterfront Lots subject to Rule 2(r) requiring that any fish caught be immediately released back into the pond. Pond use is for Legacy members and their invited guests only; any guest must be accompanied by a member.

6. **HOLIDAY LIGHTING.** Legacy DOES NOT ALLOW Holiday Lighting to be left on homes year-round. Some companies are selling new LED lighting that can be used for numerous holidays, examples they explain are for July 4th, Halloween, Presidents day, etc.. Legacy **DOES NOT** allow holiday lighting outside traditional Christmas lighting period.

(a) Dates for Lighting Installation:

- i. Installation can begin on October 1st.

(b) Lighting Commencement:

- i. Lights can be turned on after Thanksgiving.
- ii. Lighting is ended January 31st.

(c) Removal:

- i. Lighting, wiring, clips, extension cords, etc. shall be removed by February 1st at the latest.
- ii. DO NOT leave lighting attachment clips on your home year-round.

7. **LANDSCAPE MAINTENANCE.** All lawns, flower beds, shrub beds and ground cover areas on any Unit shall be in a neat and well maintained condition. Minimum maintenance requirements include watering, fertilizing, mowing, edging, pruning, replacement of dead and dying plants, removal of weeds, trash or other debris. Lawns that have bare ground, sparse grass growth, dead or dying areas must be restored or replace to eliminate these issues. Lawn grass may be no higher than 6". All areas of any Unit must be kept free of weeds.

8. **ATTORNEY FEES AND COSTS**

- (a) In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.



9. COMMUNITY SWIMMING POOL RULES

- (a) Pool Facilities are for Legacy members and their invited guests only; any guest must be accompanied by a member.
- (b) Children under 14 years must be accompanied by an adult 18 or older
- (c) Anyone in the facility after hours can be prosecuted for trespassing
- (d) No diving
- (e) No food, drinks, or furniture allowed in pool
- (f) No glass allowed in pool area
- (g) No smoking in or around pool area
- (h) No Running, yelling, or inappropriate language
- (i) No pets in pool or pool area
- (j) No disposable diapers allowed in pool; only training pants or swim diapers
- (k) No audio equipment permitted
- (l) Do not park golf carts in front of pool area gates
- (m) Selling, loaning, leasing, or sharing your pool key with non-Legacy Residents is strictly prohibited and will result in forfeiture of pool privileges
- (n) Do not allow anyone inside the pool area. If they do not have a pool key they do not belong at the pool. If they tell you their fob does not work, it could be because their privileges have been revoked. By letting unauthorized persons inside the Legacy Community Pool you may be putting your own privileges at risk



10. **GOLF COURSE RULES**

- (a) Golf Course is for Legacy members and their invited guests only; any guest must be accompanied by a member.
- (b) Stay off course unless golfing
- (c) Do not use course if frost or snow is present (this kills the grass)
- (d) Legacy golf towel required for use of golf course (no towel, no golf)
- (e) Park in parking lot and display Legacy Parking Pass
- (f) No pets on the course
- (g) No groups larger than 6 players (If not holding up others)
- (h) Keep out of sand traps when not golfing
- (i) Do not drive carts through sand traps or greens
- (j) Continuous play, while others are waiting (pitching/putting practice reserved for practice greens)
- (k) Fix your ball marks (divots)
- (l) Pick-up your broken tees and trash
- (m) Keep the noise level to a minimum
- (n) Be respectful of property and other players
- (o) Persons found damaging the golf course may be responsible for cost of repairs
- (p) No winter sport activities permitted on the golf course; including but not limited to sledding, skiing, and snowboarding



11. SOCCER FIELD RULES

- (a) Soccer fields are for Legacy members and their invited guests only; any guest must be accompanied by a member.
- (b) Approval must be given by the HOA for any event held at the Soccer field
- (c) A Legacy resident must be present at all events
- (d) The Legacy resident is responsible for all clean up
- (e) Anyone under the age of 18 must be accompanied by an adult from dusk to dawn
- (f) For Team Sports, soccer fields may be used for practice only
 - i. Team Coach must be a resident of Legacy and must be the parent of at least one child on the team
 - ii. Resident coaches wishing to use Legacy Soccer Fields must hold liability insurance with Legacy named as additional insured
 - iii. No outside teams allowed and no invitation shall be extended to other teams by Legacy residents for practice or games
 - iv. Only one team may use field at a time
 - v. Coach is responsible for cleanup, packing in and packing out of all trash and must inspect field and parking areas upon leaving

12. TENNIS COURT RULES

- (a) Tennis Courts are for Legacy members and their invited guests only; any guest must be accompanied by a member.
- (b) No outside teams, coaches, or matches
- (c) Tennis Courts may not be used for private lessons
- (d) No skating, rollerblading, skate boarding, pets, fireworks, etc. allowed on the Tennis Courts
- (e) Vehicles parked at the tennis courts must display a Legacy Parking Pass
- (f) Tennis Courts are first-come, first-serve
 - i. Do not monopolize the courts; limit usage time if other members are waiting to use the courts



13. INVOICING, DUES, AND PENALTIES

- (a) Invoices are mailed 30 days prior to the beginning of each quarter, payment is due by the first day of each quarter. There is a “grace period” of ten (10) days, granted by the board
- (b) Late fees in the amount of \$50 per late account & finance charges in the amount of 15% are assessed on all late accounts
- (c) Pool Keys for each account owing over \$100 at the time of late fee will be turned off until such time as payment is received
- (d) Any account late more than one quarter dues will be sent a Demand Letter. If the demand letter is sent by the HOA attorney, a fee will be added to each late account, payable to the attorney.
 - i. If payment is not made in full by the deadline set in the demand letter, Legacy shall have the option of creating a lien for past due assessments. Legacy has this authority under 12.7(a) of the Charter and Idaho Code Section 55-3207. Under Idaho Code, a homeowner's association may record a lien against the property for the past due assessments. Under 12.7(a) it is required to serve the owner of the recorded lien within 24 hours of the recording by personal delivery or certified mail.
 - ii. When recorded, the lien will automatically accumulate subsequent unpaid assessments without the necessity of further filings. Accordingly, if there are any additional assessments after a lien has been recorded, the invoice should state the total amount due, including any additional finance and late fee charges, which will be added to the outstanding amount and the updated amount will be subject to the lien. Once recorded, the Association would have an option to foreclose on the lien or sue the homeowner personally to recover past due assessments. However, under a foreclosure action by first mortgage holder, the lien would be wiped out and the unpaid assessments would then be deemed common expenses collectible from all Members.