



**FOR RECORDING INFORMATION**

**ELEVENTH AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
TUSCANY**

This Eleventh Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany ("Eleventh Amendment") is made this 30 day of January, 2009, by Tuscany Development, Inc., an Idaho corporation ("Grantor" and "Class B Member"), and Tuscany Homeowners' Association, Inc., an Idaho non-profit corporation ("Association").

**RECITALS:**

- A. Grantor and Association are the owners of, or have an interest in, certain real property located in Ada County, Idaho, which real property is commonly known as "Tuscany" and defined in the Declaration (the "Property").
- B. On September 26, 2003, Grantor caused to be recorded against the Property, as Instrument No. 103163972, official records of Ada County, Idaho, that certain Declaration of Covenants, Conditions and Restrictions for Tuscany (the "Initial Declaration").
- C. On September 26, 2003, Grantor caused to be recorded against the Property, as Instrument No. 103163973, official records of Ada County, Idaho, that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany (the "First Amendment").
- D. On November 9, 2004, Grantor caused to be recorded against the Property, as Instrument No. 104143092, official records of Ada County, Idaho, that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany (the "Second Amendment").
- E. On March 23, 2005, Grantor caused to be recorded against the Property, as Instrument No. 105034795, official records of Ada County, Idaho, that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany (the "Third Amendment").
- F. On June 7, 2005, Grantor caused to be recorded against the Property, as Instrument No. 105073654, official records of Ada County, Idaho, that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany (the "Fourth Amendment").
- G. On November 3, 2005, Grantor caused to be recorded against the Property, as Instrument No. 105166750, official records of Ada County, Idaho, that certain Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany (the "Fifth Amendment").
- H. On January 12, 2006, Grantor caused to be recorded against the Property, as Instrument No. 106005864, official records of Ada County, Idaho, that certain Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany (the "Sixth Amendment").

ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TUSCANY - 1

S:\Docs\Tuscany Development, Inc\Tuscany Subdivisions\CCR\Eleventh Amendment to CC&R's (FINAL).DOC

I. On May 3, 2006, Grantor caused to be recorded against the Property, as Instrument No. 106069260, official records of Ada County, Idaho, that certain Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany (the "**Seventh Amendment**").

J. On May 3, 2006, Grantor caused to be recorded against the Property, as Instrument No. 106069308, official records of Ada County, Idaho, that certain Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany (the "**Eighth Amendment**").

K. On February 20, 2007, Grantor caused to be recorded against the Property, as Instrument No. 107024582, official records of Ada County, Idaho, that certain Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany (the "**Ninth Amendment**").

L. On June 4, 2008, Grantor caused to be recorded against the Property, as Instrument No. 108065059, official records of Ada County, Idaho, that certain Tenth Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany (the "**Tenth Amendment**").

M. Grantor and Association now desire to amend the Initial Declaration as set forth below, and declare the Property and each Building Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions hereinafter set forth. The Initial Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment and this Eleventh Amendment, shall be collectively referred to as the "**Declaration.**"

N. Grantor and Association have the right to record this Eleventh Amendment pursuant to paragraphs 1.1, 1.2, 14.2.1 and 14.2.2 of the Declaration.

NOW THEREFORE, Grantor and Association hereby declare that the Property, and each Building Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every Building Lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon the Association and each Owner and such Owner's respective successors in interest, and may be enforced by any Owner or such Owner's successors in interest, or by the Association.

1. The Declaration shall be amended to add a new phase to the Property covered by the Declaration as specifically added by new paragraph 1.1.1.14 below:

1.1.1.14 Messina Meadows Subdivision No. 2, according to the official plat thereof recorded on the 19<sup>th</sup> day of September, 2008, as Instrument No. 108103229 in Book 101 of plats on pages 13,373 through 13,376, records of Ada County, Idaho. The final plat is attached hereto as **Exhibit A**. The lots in Messina Meadows Subdivision No. 2 are classified as Lot Category D, in accordance with Exhibit C-1 to the Declaration

2. As required by Section 14.2.2 of the Declaration, the President and Secretary of the Association hereby certify and attest that this Eleventh Amendment has been approved by written consent of the Owners representing more than fifty percent (50%) of the total voting power in the Association.

3. Capitalized terms used, but not defined, herein shall have the same meaning as found in the Declaration, as amended.

4. Except as amended by this Eleventh Amendment, all terms and provisions of the Declaration, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Eleventh Amendment to be duly executed the day and year first above written.

**GRANTOR:**

TUSCANY DEVELOPMENT, INC.,  
an Idaho corporation

By: *Gregory B. Johnson*  
Gregory B. Johnson, President

**ASSOCIATION:**

TUSCANY HOMEOWNERS' ASSOCIATION, INC.,  
an Idaho non-profit corporation

By: *Gregory B. Johnson*  
Gregory B. Johnson, President

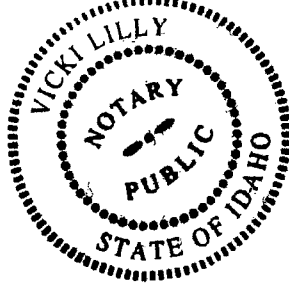
By: *R. Craig Groves*  
R. Craig Groves, Secretary

**ACKNOWLEDGMENT**

STATE OF IDAHO        )  
                                  ) ss.  
County of Ada         )

On this 2 day of February, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Gregory B. Johnson, known or identified to me to be the President of Tuscany Development, Inc., the Idaho corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said Idaho corporation, and acknowledged to me that such Idaho corporation 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.



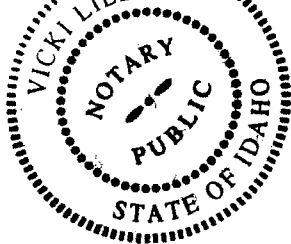
*Vicki Lilly*  
Notary Public for Idaho  
Residing at: *Canyon County*  
My commission expires: *10/23/2014*

ACKNOWLEDGMENT

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 2 day of February, 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Gregory B. Johnson, known or identified to me to be the President of Tuscany Homeowners' Association, Inc., the Idaho non-profit corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said Idaho non-profit corporation, and acknowledged to me that such Idaho non-profit corporation 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.



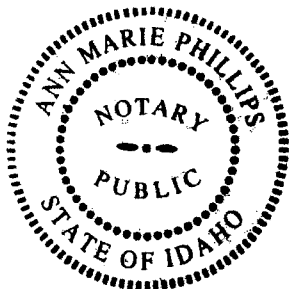
Vicki Kelly  
Notary Public for Idaho  
Residing at: Canyon County  
My commission expires: 10/23/2014

ACKNOWLEDGMENT

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 18 day of February, 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared R. Craig Groves, known or identified to me to be the Secretary of Tuscany Homeowners' Association, Inc., the Idaho non-profit corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said Idaho non-profit corporation, and acknowledged to me that such Idaho non-profit corporation 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.



Ann Marie Phillips  
Notary Public for Idaho  
Residing at: BOISE, ID  
My commission expires: 3/8/2013

**EXHIBIT A**

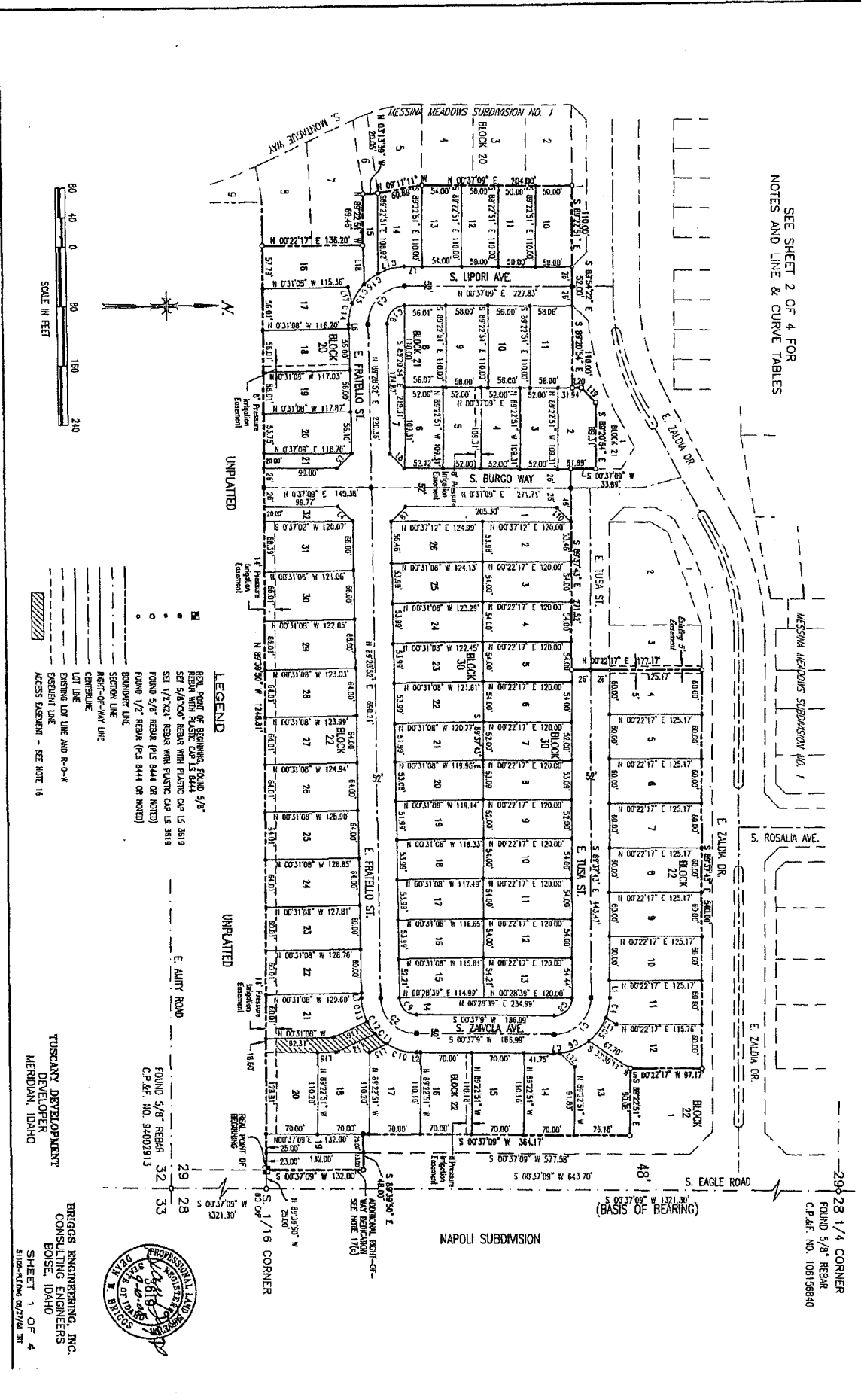
**Final Recorded Plat of Messina Meadows Subdivision No. 2**

(Please see attached hereto.)

PLAT OF  
**MESSINA MEADOWS SUBDIVISION NO. 2**  
 A PORTION OF THE SE 1/4 OF SECTION 29  
 T.3N., R.1E., B.M.  
 CITY OF MERIDIAN,  
 ADJ. COUNTY, IDAHO  
 2008

PK 101 Pg 13373

SEE SHEET 2 OF 4 FOR  
 NOTES AND LINE & CURVE TABLES



- LEGEND**
- REAL POINT OF BEGINNING FOUND 5/8"
  - SET 5/8" X 3/4" REBAR WITH PLASTIC CAP LS 3818
  - SET 1/2" X 3/4" REBAR WITH PLASTIC CAP LS 3818
  - FOUND 5/8" REBAR (PKS B444 OR KNOWN)
  - FOUND 1/2" REBAR (PKS B444 OR KNOWN)
  - BOUNDARY LINE
  - SECTION LINE
  - CENTERLINE
  - RIGHT-OF-WAY LINE
  - LOT LINE
  - EXISTING LOT LINE AND R-O-W
  - EASEMENT LINE
  - ACCESS EASEMENT - SET MARK 16

TUSCANY DEVELOPMENT  
 DEVELOPER  
 MERIDIAN, IDAHO

FOUND 5/8" REBAR  
 C.P. & E. NO. 94002913



BRIGGS ENGINEERING, INC.  
 CONSULTING ENGINEERS  
 BOISE, IDAHO  
 SHEET 1 OF 4  
 5100-14106 (02/7/04) IM

29-1/4 CORNER  
 FOUND 5/8" REBAR  
 C.P. & E. NO. 105156840

NAPOLI SUBDIVISION

(BASIS OF BEARING)

PK 101 Pt 10324

MESSINA MEADOWS SUBDIVISION NO. 2

CURVE TABLE

Table with columns: NUMBER, ARC LENGTH, POINTS, DELTA ANGLE, WADSWORTH, CHORD BEARING, CHORD LENGTH. Rows 01 through 08.

LINE TABLE

Table with columns: NUMBER, BEARING, DISTANCE. Rows 11 through 20.

NOTES

- 1. UNLESS OTHERWISE SHOWN, ALL LOTS ARE BEING DESIGNATED AS HIGHWAY RESIDENTIAL EXCEPT FOR...
2. UNLESS OTHERWISE SHOWN OR DESIGNATED EACH SIDE OF THE HIGHWAY LOT LINES, HAS A FIVE (5) FOOT...
3. BOUNDARIES OF ANY ROADWAY OR DRIVEWAY ARE TO BE SHOWN CROSSING A LOT AT THE RESPONSIBILITY OF...
4. ANY RE-DESIGNATION OF THIS PLAN SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT...
5. BOUNDARIES OF ANY ROADWAY OR DRIVEWAY ARE TO BE SHOWN CROSSING A LOT AT THE RESPONSIBILITY OF...
6. BOUNDARY OF BUILDING FOOTINGS SHALL BE A MINIMUM OF 12 INCHES ABOVE THE ESTABLISHED FINISHED GRADE...
7. RESTRICTIONS CONCERNING THE TIME OF NIGHT NOISE TO OCCUR AND TO OCCUR ON CONCRETE CONCRETS...
8. THIS SUBDIVISION IS SUBJECT TO THE TERMS OF CIP-06-016 AS APPROVED BY WARDEN CITY...
9. LOTS 12 AND 21, BLOCK 20, LOT 7, BLOCK 21, LOTS 19 AND 21, BLOCK 22, AND LOTS 1 AND 11, BLOCK...
10. THE DEVELOPER RECOGNIZES SECTION 22-4502 THAT SOME PORTIONS OF THIS PLAN WITHIN CERTAIN ARE...
11. THE OWNER HAS PROVIDED RECORDS FOR THE SUBDIVISION UNDER SECTION 11, 20-0901 (3) OF THE...
12. EASEMENT FOR ACCESS TO S. CHASE ROAD AND E. 200th ST. IS PROVIDED...
13. ALL BUILDINGS AND IMPROVEMENTS ON ALL LOTS IN THIS SUBDIVISION SHALL COMPLY WITH THE...
14. THIS PLAN IS SUBJECT TO A DEVELOPMENT AGREEMENT INSTRUMENT NO. 10681004, RECORDS OF WA...
15. ALL FRONT FRONT GABLE SETBACKS SHALL BE THREE (3) FEET AS MEASURED FROM THE PROPERTY...
16. ACCESS EASEMENTS AS SHOWN HEREON FOR LOTS 18 & 20, BLOCK 22 ARE TO BE KEPT OPEN FOR...
17. ALL LOTS (EXCEPT LOT 19, BLOCK 22) WITHIN THIS SUBDIVISION ARE SUBJECT TO A FOUR (4) FOOT...
17(a). A PORTION OF LOT 19, BLOCK 22 IS SUBJECT TO A RECORDING AND SURRENDER DEED FOR...
17(b). THE 2100 FOOT STRIP ADJACENT TO AND BENEATH OF LOT 19, BLOCK 22 IS ADDITIONAL RIGHT-OF-WAY...
18. THE 2100 FOOT STRIP ADJACENT TO AND BENEATH OF LOT 19, BLOCK 22 IS ADDITIONAL RIGHT-OF-WAY...
19. THE 2100 FOOT STRIP ADJACENT TO AND BENEATH OF LOT 19, BLOCK 22 IS ADDITIONAL RIGHT-OF-WAY...
20. THE 2100 FOOT STRIP ADJACENT TO AND BENEATH OF LOT 19, BLOCK 22 IS ADDITIONAL RIGHT-OF-WAY...



TUSCANY DEVELOPMENT BRIGGS ENGINEERING, INC. SHEET 2 OF 4
DEVELOPER CONSULTING ENGINEERS
MERRIDAN, IDAHO BOISE, IDAHO
S118E-0127E-06/27/08.BIT





PK 101 Pg 1332

# MESSINA MEADOWS SUBDIVISION NO. 2

HEALTH CERTIFICATE  
SURVEY RESTRICTIONS AS REQUIRED BY SECTION 50-1316, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED IN ACCORDANCE WITH SECTION 50-1316, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

*[Signature]*  
DISTRICT HEALTH DEPARTMENT, EHS  
DATE: 6/27/08

## APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAN.

*[Signature]* 9/1/08  
CITY ENGINEER

## CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAN AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLANS AND SURVEYS.

*[Signature]*  
COUNTY SURVEYOR  
PLS 5-35-97  
7-10-2008



## CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. 1081633221  
STATE OF IDAHO )  
COUNTY OF ADA ) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF Briggs Engineering, Inc. AT 42 MINUTES PAST 2 O'CLOCK P.M. THIS 10th DAY OF Sept 2008 IN MY OFFICE AND WAS DULY RECORDED IN BOOK 101 OF PLATS AT PAGES 1331B THROUGH 1332

*[Signature]* DEPUTY COUNTY RECORDER  
*[Signature]* COUNTY RECORDER  
FEE: \$ 21.00

ACCEPTANCE OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS  
THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 12 DAY OF September 2008.  
*[Signature]*  
CHAIRMAN  
ADA COUNTY HIGHWAY DISTRICT



## APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL ON THE 12 DAY OF September 2008, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



*[Signature]*  
MERIDIAN CITY CLERK

## CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS FOR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

*[Signature]*  
COUNTY TREASURER

DATE 9-15-08

