



Recording Requested by and
After Recording Return to:

Attn: Christopher J. Beeson
Givens Pursley LLP
601 W. Bannock Street
P.O. Box 2720
Boise, ID 83701

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

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

THIS TWELFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TUSCANY ("**Twelfth Amendment**") is made this 28th day of October, 2010, by Brighton Investments, LLC, an Idaho limited liability company (successor-in-interest to Tuscany Development, Inc., by Assignment of Grantor's Rights executed October 1, 2010, and recorded October 4, 2010, as Instrument No. 110093080, Official Records of Ada County, Idaho), as "**Grantor**" and "**Class B Member**," and by the approval of Owners representing more than fifty percent (50%) of the votes in the Association.

RECITALS

A. That certain Declaration of Covenants, Conditions and Restrictions for Tuscany (the "**Original Declaration**") was executed September 26, 2003, and recorded September 26, 2003, as Instrument No. 103163972, Official Records of Ada County, Idaho. The Original Declaration described therein the real property subjected to and encumbered by said Original Declaration, and provided for the future amendment thereof, and for the addition and annexation of additional real property to be subjected to and encumbered by said Original Declaration. All of the properties made subject to the Original Declaration were part of an integrated, multi-phased residential community known as "**Tuscany**."

B. The Original Declaration was subsequently amended by instruments duly approved, executed and recorded in the Official Records of Ada County, Idaho, as follows:

- (1) by First Amendment recorded September 26, 2003, as Instrument No. 103163973;
- (2) by Second Amendment recorded November 9, 2004, as Instrument No. 104143092;

- (3) by Third Amendment recorded March 23, 2005, as Instrument No. 105034795;
- (4) by Fourth Amendment recorded June 7, 2005, as Instrument No. 105073654;
- (5) by Fifth Amendment recorded November 3, 2005, as Instrument No. 105166750;
- (6) by Sixth Amendment recorded January 12, 2006, as Instrument No. 106005864;
- (7) by Seventh Amendment recorded May 3, 2006, as Instrument No. 106069260;
- (8) by Eighth Amendment recorded May 3, 2006, as Instrument No. 106069308;
- (9) by Ninth Amendment recorded February 20, 2007, as Instrument No. 107024582;
- (10) by Tenth Amendment recorded June 4, 2008, as Instrument No. 108065059; and
- (11) by Eleventh Amendment recorded February 23, 2009, as Instrument No. 109020589.

C. The Original Declaration, as amended by the aforesaid eleven amendments, is hereinafter referred to as the “**Master Declaration.**” All of the real property subject to the Master Declaration is hereinafter referred to as it is in the Master Declaration, as “**Tuscany.**” Grantor and Association are the owners of multiple lots within Tuscany. Grantor and Association now desire to further amend the Master Declaration.

D. As provided in Section 4.19 of the Master Declaration, Tuscany Development, Inc., the original Grantor, expressly assigned the right of the Grantor under the Master Declaration to Brighton Investments, LLC pursuant to that certain Assignment of Grantor’s Rights executed October 1, 2010, and recorded October 4, 2010, as Instrument No. 110093080, Official Records of Ada County, Idaho, and for all purposes of the Master Declaration the term “Grantor” means Brighton Investments, LLC.

AMENDMENT

NOW, THEREFORE, the Master Declaration is hereby amended as follows:

1. The Master Declaration shall be and is hereby amended to delete Section 9.2.3.1, and a replacement Section 9.2.3.1 is hereby substituted, added and made a part of the Master Declaration, providing as follows:

“9.2.3.1 As to the Association’s Regular Assessment, each Owner (except Grantor) shall be assessed and shall pay an amount computed by multiplying the Association’s total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to each Owner (except Grantor) by the total number of Building Lots in the Property (excluding therefrom the Building Lots owned by Grantor). For example, and for clarification, if a particular Owner owns one Building Lot, and there are a total of seven hundred Building Lots in the Property, excluding the Building Lots owned by Grantor, that particular Owner’s assessment would equal the Association’s total advance estimate of Expenses multiplied by 1/700, or if the particular Owner owned three lots, his or her assessment would equal the Association’s total advance estimate of Expenses multiplied by 3/700.”

2. The Master Declaration shall be and is hereby amended by the addition of two new Sections (*to wit*: Section 9.10 and 9.11) to the Master Declaration immediately following Section 9.9 of the Master Declaration, providing as follows:

“9.10 Deed In Lieu Exception. Notwithstanding the provisions of Sections 5.5.1.1 or 9.1, or any other provision set forth in this Declaration, acceptance by Grantor of a Deed in Lieu of Foreclosure from Tuscany Development, Inc. shall not be deemed a “closing of a Building Lot” giving rise to an Association setup fee, nor shall the Deed in Lieu of Foreclosure be deemed “acceptance of a deed” under Section 9.1, triggering assessment liability. No Building Lot owned by Grantor, however acquired, shall be subject to assessment (for a “setup fee,” or Regular or Special Assessment) until the earlier of (i) conveyance of such Lot by Grantor to a third party; or (ii) commencement of actual construction of additional Improvements on such Lot by Grantor. Upon the conveyance by Grantor or commencement of construction by Grantor, such Building Lot shall immediately be subject to assessments, and for a setup fee as provided by Section 5.5.1.1. The assessment for the year in which the conveyance to a third party occurs, or construction of Improvements commences, shall be prorated.

9.11 Former Grantor Exception. Notwithstanding any other provision in this Declaration, (a) if Messina Meadows 38 LLC or Gramercy LLC (as affiliates of the original Grantor) acquire title to any Building Lots from Grantor, and (b) as to any Building Lots in Messina Meadows No. 2 that Tuscany Development, Inc. currently holds title to, each such Building Lot

(as described in (a) or (b) above) shall continue to be treated as if title had not been conveyed for purposes of [a] above, and as if Tuscany Development, Inc., remained a Grantor (for purposes of [b] above), *all for assessment purposes only*, and such Building Lots shall not be liable to pay a setup fee or for Regular or Special Assessments until the first to occur of: (i) conveyance of the Building Lot to a third party; or (ii) commencement of actual construction of additional Improvements on such Building Lot.”

3. Section 12.2 of the Master Declaration shall be and is hereby amended to provide that Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee until the earlier to occur of (i) the date Grantor is no longer the Owner of any of the Property, or (ii) December 31, 2023.

4. Section 5.3.2 of the Master Declaration shall be and is hereby amended to provide that the Class B membership shall not cease until the earlier to occur of (i) the date Grantor is no longer the Owner of any of the Property, or (ii) December 31, 2023.

5. Section 1.1 of the Master Declaration shall be and is hereby amended to provide that Grantor, in its sole discretion, may, from time to time, annex additional property located adjacent to or contiguous to the Property then encumbered by the Declaration (“Additional Property”), without the assent of the Owners or the Association. Such Additional Property shall be annexed to and become a part of the Property, subject to this Master Declaration, and subject to the jurisdiction of the Association, upon recordation of a Supplement to this Master Declaration executed and recorded by Grantor describing the Additional Property annexed to the Property, and any additions, supplemental terms and modifications of the covenants and restrictions contained in the Master Declaration as may be necessary to reflect the different character, if any, of the Additional Property, consistent with the scheme of this Master Declaration, and consistent with the quality of construction of the improvements to the Property.

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

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

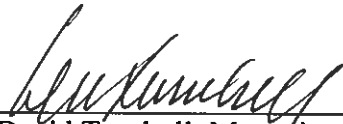
8. As required by Section 14.2.2 of the Master Declaration, the President and Secretary of the Association hereby certify and attest that this Twelfth Amendment has been approved by the written consent of the Owners representing more than fifty percent (50%) of the total voting power in the Association.

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

GRANTOR:

Brighton Investments, LLC,
an Idaho limited liability company

Certification:

By: 

David Turnbull, Managing Member

Gregory B. Johnson, President
Tuscany Homeowners' Association, Inc.

R. Craig Groves, Secretary
Tuscany Homeowners' Association, Inc.

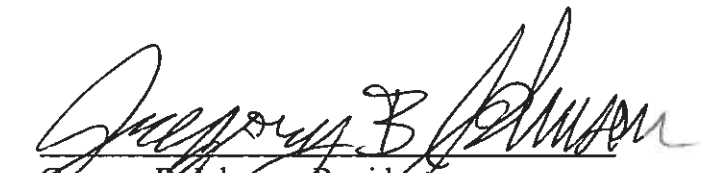
IN WITNESS WHEREOF, the undersigned have caused this Twelfth Amendment to be duly executed the day and year first above written.

GRANTOR:


Brighton Investments, LLC,
an Idaho limited liability company

Certification:

By: _____
David Turnbull, Managing Member



Gregory B. Johnson, President
Tuscany Homeowners' Association, Inc.

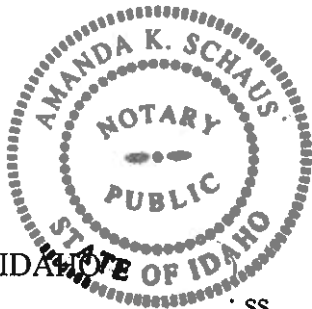


R. Craig Groves, Secretary
Tuscany Homeowners' Association, Inc.

STATE OF IDAHO)
 : ss.
County of Ada)

On this 28th day of October, 2010, before me, a Notary Public in and for the State of Idaho, personally appeared David Turnbull, known or identified to me to be the managing member in the limited liability company of BRIGHTON INVESTMENTS, LLC and who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Amanda K. Schaus

Notary Public for Idaho
Residing at: Boise ID
My commission expires: 1.24.11

STATE OF IDAHO)
 : ss.
County of Ada)

On this _____ day of _____, 2010, before me, a Notary Public in and for the State of Idaho, personally appeared Gregory B. Johnson, known or identified to me to be the President of TUSCANY HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same as said corporation's President.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
 : ss.
County of Ada)

On this _____ day of October, 2010, before me, a Notary Public in and for the State of Idaho, personally appeared David Turnbull, known or identified to me to be the managing member in the limited liability company of BRIGHTON INVESTMENTS, LLC and who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Idaho
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
 : ss.
County of Ada)

On this 28th day of October, 2010, before me, a Notary Public in and for the State of Idaho, personally appeared Gregory B. Johnson, known or identified to me to be the President of TUSCANY HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same as said corporation's President.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Lisa R. Caudill
Notary Public for Idaho
Residing at: Boise ID
My commission expires: 6-1-15

STATE OF IDAHO)
 : ss.
County of Ada)

On this 28th day of October, 2010, before me, a Notary Public in and for the State of Idaho, personally appeared R. Craig Groves, known or identified to me to be the Secretary of TUSCANY HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same as said corporation's Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Lisa R. Caudill

Notary Public for Idaho
Residing at: Boise, ID
My commission expires: 6-11-15



UNANIMOUS CONSENT RESOLUTION

The undersigned Gregory B. Johnson and Steven Yearsley, being all of the current duly elected members of the Board of Directors (“**Board**”) of Tuscany Homeowners’ Association, Inc. (the “**Association**”) do hereby adopt and effect this Unanimous Consent Resolution of the Board of Directors of the Association:

RESOLVED: That the Board accept the resignation of R. Craig Groves as a member of the Board and as Secretary of the Association.

RESOLVED: That the Board accept the resignation of Robert R. Bass as a member of the Board of the Association.

RESOLVED: That Peter Oliver is hereby appointed as a director of the Board to fill the vacancy arising from the resignation of R. Craig Groves from the Board.

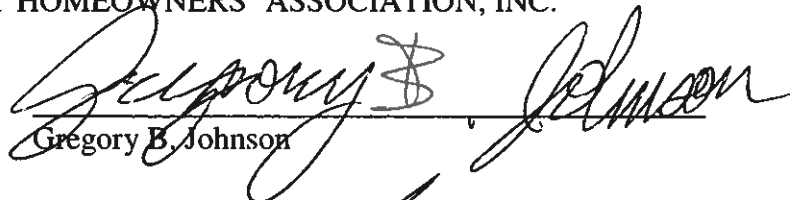
RESOLVED: That Becky Hanks is hereby appointed as a director of the Board to fill the vacancy arising from the resignation of Robert R. Bass from the Board.

RESOLVED: That Becky Hanks is hereby appointed as Secretary of the Association to replace R. Craig Groves.

This Unanimous Consent Resolution is adopted pursuant to the authority of Section 4.14 of the duly adopted Bylaws of the Association.

DIRECTORS OF THE TUSCANY HOMEOWNERS’ ASSOCIATION, INC.

Date: 10/28/10



Gregory B. Johnson

Date: 10/28/10



Steven Yearsley

RESIGNATION

The undersigned Robert R. Bass, being a duly elected member of the Board of Directors and the Secretary of Tuscany Homeowners' Association, Inc. (the "**Association**"), does hereby resign as a member of the Board of Directors of the Association, effective October ____, 2010.

A handwritten signature in black ink, appearing to read "Robert R. Bass", written over a horizontal line.

Robert R. Bass

RESIGNATION

The undersigned R. Craig Groves, being a duly elected member of the Board of Directors and the Secretary of Tuscany Homeowners' Association, Inc. (the "Association"), does hereby resign as a member of the Board of Directors and as the Secretary of the Association, effective October 28th, 2010.



R. Craig Groves