



After Recording, Return To:
Brighton Development Inc.
12601 W Explorer Dr Ste 200
Boise ID 83713

**THIRTEENTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TUSCANY
(Annexation of Messina Meadows Subdivision No. 3)**

This Thirteenth Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany ("Thirteenth Amendment") is made this 6th day of JUNE, 2013, by Brighton Development Inc., an Idaho corporation ("Brighton," "Grantor" and/or "Class B Member").

RECITALS:

A. On September 26, 2003, TDI 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").

B. On September 26, 2003, TDI 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").

C. On November 9, 2004, TDI 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").

D. On March 23, 2005, TDI 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").

E. On June 7, 2005, TDI 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").

F. On November 3, 2005, TDI 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").

G. On January 12, 2006, TDI 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").

H. On May 3, 2006, TDI 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").

I. On May 3, 2006, TDI 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").

J. On February 20, 2007, TDI 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").

K. On June 4, 2008, TDI 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").

L. On February 23, 2009, TDI caused to be recorded against the Property, as Instrument No. 109020589, official records of Ada County, Idaho, that certain Eleventh Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany (the "Eleventh Amendment").

M. On October 4, 2010, TDI caused to be recorded against the Property, as Instrument No. 110093080, official records of Ada County, Idaho, that certain Assignment of Grantor's Rights for Tuscany from TDI to Brighton Investments LLC ("BILLC") (the "First Assignment").

N. On November 16, 2010, BILLC caused to be recorded against the Property, as Instrument No. 110108035, official records of Ada County, Idaho, that certain Twelfth Amendment to Declaration of Covenants, Conditions and Restrictions for Tuscany (the "Twelfth Amendment").

O. On May 10, 2012, BILLC caused to be recorded against the Property, as Instrument No. 110093080, official records of Ada County, Idaho, that certain Assignment of Grantor's Rights for Tuscany from BILLC to Brighton (the "Second Assignment").

P. 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, Eleventh Amendment, First Assignment, Twelfth Amendment, Second Assignment and this Thirteenth Amendment shall be collectively referred to as the "Declaration."

Q. Brighton, as Grantor, desires to amend the 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.

NOW THEREFORE, Grantor hereby declared 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 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.

**ARTICLE I.
PROPERTY COVERED**

The property which is covered by this Thirteenth Amendment and which shall be annexed under the Master Declaration (as a new Section 1.1.1.15 to the Master Declaration”) is the real property owned by Grantor, described as follows:

“1.1.1.15 Lots 6 through and including Lot 15, Block 10, Lots 12 through and including Lot 18, Block 11, Lots 4 through and including Lot 6, Block 13 of MESSINA MEADOWS SUBDIVISION NO. 3, according to the official plat thereof filed in Book 105 of Plats at Pages 14325 through 14327, as Instrument No. 113062451 on JUNE 6, 2013, 2013, records of Ada County, Idaho. The Building Lots in Messina Meadows Subdivision No. 3 are classified as Lot Category D, in accordance with Exhibit C-1 in the Declaration, as such Category characteristics may be waived or varied from time to time by the Architectural Committee in its reasonable judgment.”

which above-described real property is hereafter referred to as "Annexed Property".

**ARTICLE II.
DEFINED TERMS**

Unless the context otherwise specifies or requires, the words and phrases in this Thirteenth Amendment shall have the same meaning as such words or phrases are defined in the Master Declaration.

**ARTICLE III.
ANNEXATION AND DECLARATION**

Pursuant to Section 1.1 of the Master Declaration, the Grantor hereby declares that the Annexed Property is annexed to Tuscany, and brought within the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

**ARTICLE IV.
OWNERS ASSOCIATION**

As provided in the Master Declaration, upon the annexation of the Annexed Property, the Owners of Building Lots within the Annexed Property shall become members of Tuscany Owners' Association, Inc. Inc. with all rights privileges and obligations as all other members.

**ARTICLE V.
EFFECTIVE DATE**

This Thirteenth Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

[End of Text]

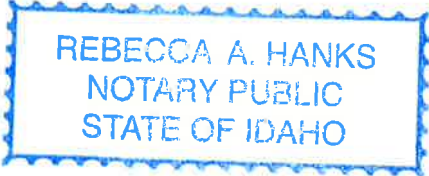
GRANTOR:

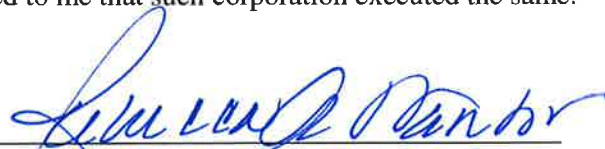
BRIGHTON DEVELOPMENT INC.,
an Idaho corporation

By: 
David W. Turnbull, President

STATE OF IDAHO)
 :SS.
County of Ada)

On this ^{15th} day of May, 2013, before me, the undersigned Notary Public, personally appeared David W. Turnbull, known or identified to me to be the President of Brighton Development Inc., the Idaho corporation that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.




Notary Public for Idaho
My commission expires: 10.6.2017