

When recorded, please return to:

Paramount Owners Association Inc.
c/o Brighton Corporation
12601 W. Explorer Drive Suite 200
Boise Idaho 83713

CORRECTION RECORDING

(Thirty-Fifth Amendment)

The following Thirty-Fifth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision ("Amendment") dated December 17, 2015, was originally recorded on December 30, 2015, as Instrument No. 2015-118244, in the records of Ada County, Idaho.

The Amendment is hereby modified by striking the description of the Annexed Property in Article 1 and replacing it with the following description, to wit:

Lot 12 in Block 39, Lots 11 through and including Lot 19 in Block 42; Lots 13 through and including Lot 26 in Block 54; Lots 10 through and including Lot 19 in Block 55; Lots 10 through and including Lot 19 in Block 66; Lots 1 through and including Lot 11 in Block 75; Lots 1 through and including Lot 21 in Block 76; and Lot 1 in Block 77 of PARAMOUNT SUBDIVISION NO. 29, according to the official plat thereof filed in Book 109 of Plats at Pages 15468 through 15471, as Instrument No. 2015-118242 on December 30, 2015; and that Affidavit to Correct "Scrivener's Error", recorded on January 1, 2016, as Instrument No. 2016-002712, records of Ada County, Idaho.

This Correction Page is now incorporated as part of the original document.

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The Amendment is hereby modified by striking the description of the Annexed Property in Article 1 and replacing it with the following description, to wit:

Lot 12 in Block 39, Lots 11 through and including Lot 19 in Block 42; Lots 13 through and including Lot 26 in Block 54; Lots 10 through and including Lot 19 in Block 55; Lots 10 through and including Lot 19 in Block 66; Lots 1 through and including Lot 11 in Block 75; Lots 1 through and including Lot 21 in Block 76; and Lot 1 in Block 77 of PARAMOUNT SUBDIVISION NO. 29, according to the official plat thereof filed in Book 109 of Plats at Pages 15468 through 15471, as Instrument No. 2015-118242 on December 30, 2015; and that Affidavit to Correct "Scrivener's Error", recorded on January 1, 2016, as Instrument No. 2016-002712, records of Ada County, Idaho.

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THIRTY-FIFTH AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
PARAMOUNT SUBDIVISION
(Annexation – Subdivision No. 29)

December 17, 2015

RECITALS

WHEREAS, there has been recorded by Paramount Development, Inc., an Idaho Corporation, as Grantor, a **Master Declaration** of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated April 1, 2004, and recorded April 21, 2004, as Instrument No. 104047957, records of Ada County, Idaho; which Master Declaration has been amended from time to time (collectively hereafter as amended "**Master Declaration**");

WHEREAS, the Master Declaration allows for the annexation of additional property to Paramount Subdivision, which additional property, when annexed, is brought within the provisions of the Master Declaration; and

WHEREAS, the property to be annexed by this Amendment and previously annexed property may contain driveways that provide access more than one Lot;

WHEREAS, the purpose of this Thirty-Fifth Amendment is to clarify and address provision of the Master Declaration regarding the ownership, maintenance, repair and replacement of the common driveways and to annex the additional property hereafter described, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration, as may be amended or modified, and to supplement the Master Declaration.

ARTICLE I.
ANNEXED PROPERTY

The property which shall be annexed under the Master Declaration is the real property owned by Brighton Development Inc., an Idaho corporation, described as follows:

Lot 12 in Block 39, Lots 10 through and including Lot 18 in Block 42; Lots 13 through and including Lot 26 in Block 54; Lots 10 through and including Lot 19 in Block 55; Lots 1 through and including Lot 11 in Block 56; Lots 1 through and including Lot 21 in Block 57; Lot 1 in Block 58; and Lots 10 through and including Lot 19 in Block 66 of PARAMOUNT SUBDIVISION NO. 29, according to the official plat thereof filed in Book 10 9 of Plats at Pages 15468 through 15471, as Instrument No. 2015-118242 on December 30, 2015, records of Ada County, Idaho.

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 the Thirty-Fifth 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 12.01 of the Master Declaration, the Grantor hereby declares that the Annexed Property is annexed to Paramount Subdivision, 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 Section 12.01 of the Master Declaration, upon the annexation of the Annexed Property, the Owners of Lots within the Annexed Property shall become members of Paramount Owners Association Inc. (as defined in the Master Declaration) with all rights privileges and obligations as all other members.

ARTICLE V.
AMENDMENTS

Declarant hereby amends the Declaration and the Lots within the Subdivision shall be subject to the terms, rights and obligations set forth in this amendment as follows:

1. **Definitions.** The following definition shall be added to Article III of the Master Declaration:

Common Driveway: A driveway used for vehicular access to more than one (1) Lot, as shown on a Plat.”

2. **Easements.** The following section shall be added to Section 5.07 (Easements):

(g) **Common Driveways.** To benefit the Owners of Lots using a Common Driveway, for the purpose of permitting shared vehicular and pedestrian access, and ingress/egress, over such Common Driveway, and the right to repair, maintain and replace such Common Driveway.

3. **Permitted Uses and Performance Standards.** The following new Section 5.30 shall be added to Article V of the Master Declaration:

SECTION 5.30 Common Driveways. The Owners of Lots which benefit from a Common Driveway shall share equally in the costs of maintenance, repair, and replacement of such Common Driveway. The determination of whether to incur a cost for maintenance, repair and replacement shall be made by a majority of the Owners benefitting a Common Driveway; provided that such Common Driveway must be maintained to the rules and standards set forth in Section 5.14. If an Owner makes a determination that the aforementioned standard is not being met, the Owner may submit such determination and supporting evidence to the Board for

review, and the Board shall hold a hearing upon notice to all affected Owners, and the Board shall determine whether such maintenance, repair and/or replacement is or was necessary to meet the applicable rules and standards, as determined by the Board in its reasonable discretion. If the Board determines such maintenance, repair and/or replacement is or was necessary, and an Owner who undertakes and pays for the maintenance, repair and/or replacement at reasonable cost and does not receive reimbursement from a benefitted Owner, the Board may, in its sole discretion, levy a Limited Assessment for the benefit of the paying Owner(s) for such amount not paid using the process described in Section 5.14(h), and/or revoke privileges and/or assess fines until such payment is made. If the Board receives payment to release the Limited Assessment, the Board shall transmit such payment to the paying Owner. Additionally, the paying Owners shall have all remedies under this Master Declaration, including injunctive relief, and any and all remedies at law or in equity. This Section is in addition to, not in lieu of, the Master Association's right to enforce this Master Declaration with respect to the Common Driveways.

ARTICLE VI.
EFFECTIVE DATE

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

[End of Text]

IN WITNESS WHEREOF, the undersigned, being the Grantor under the Master Declaration, and pursuant to Section 12.01 of the Master Declaration, has hereunto executed this Thirty-Fifth Amendment as of the date and year first above written.

GRANTOR:

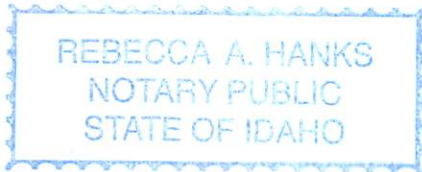
BRIGHTON DEVELOPMENT INC.,
an Idaho corporation

By: *David W. Turnbull*
David W. Turnbull, President

STATE OF IDAHO)
) ss:
County of Ada)

On this 17th day of December, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID W. TURNBULL, known or identified to me to be the President of **BRIGHTON DEVELOPMENT INC.**, an Idaho Corporation, the Corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such 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.



Rebecca A. Hanks
Notary Public for Idaho
My Commission Expires: 10.6.2017