

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-Sixth Amendment)

The following Thirty-Sixth 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. 2015-118245, in the records of Ada County, Idaho.

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

Lots 14 through 17 and 19 through 25 in Block 54; Lots 1 through 5 and 7 through 11 in Block 75; Lots 2 through 8, 10 through 15, 17 through 20 in Block 76; 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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THIRTY-SIXTH AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
PARAMOUNT SUBDIVISION
(Annual Maintenance – Paramount Serenade)

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, pursuant to Section 14.02(b) of the Master Declaration and the Thirty-First Amendment to the Master Declaration dated August 6, 2014, and recorded November 20, 2014, as Instrument No. 2014-094454, records of Ada County Idaho, the provisions of the Master Declaration may be amended by an instrument in writing signed by a majority of all Class B votes by the Class B Members of the Association; and

WHEREAS, pursuant to Section 6.03 of the Master Declaration, as amended, Declarant is the sole Class B Member; and

WHEREAS, the purpose of this Thirty-Sixth Amendment is to provide landscaping and maintenance services to certain Lots within the Association for an annual maintenance fee hereinafter described, and to supplement the Master Declaration with additional or different covenants and restrictions expressly provided hereafter, if any, which covenants and restrictions shall apply to those certain Lots.

NOW THEREFORE, Grantor hereby covenants, agrees and declares that those certain Lots described herein, and each portion thereof, shall be conveyed subject to all of the covenants, conditions, easements and restrictions contained in this Thirty-Sixth Amendment, (as well as those contained in the Master Declaration). These covenants, conditions, easements and restrictions shall run with and be appurtenant to the land, and with each estate therein, and shall be binding upon all parties having or acquiring any right, title or interest in any portion of the Lots described herein, and successors and assigns of the same.

AMENDMENT

This Amendment encumbers restricts, and benefits the Lots described herein only and is not intended to restrict, encumber or benefit any other property which is subject to the Master Declaration.

1. **Property Covered.** The property which is covered by this Thirty-Sixth Amendment is described as follows (hereafter referred to as "Paramount Serenade"):

Lots 14-17, 19-24, Block 54, Lots 1-5, 7-11, Block 56 and Lots 2-8, 10-15, 17-20, Block 57, PARAMOUNT SUBDIVISION NO. 29, according to the official plat thereof filed in Book 109 of Plats at Pages 15468 through and including 15471, inclusive, as Instrument No. 2015-118242 on December 30, 2015, records of Ada County, Idaho.

2. **Lot Maintenance.**

A. Landscaping. Each Owner grants the Association, including its contractors and agents, a non-exclusive easement across such Owner's Lot for the purpose of performing the following maintenance, repair and replacement within each Lot within Paramount Serenade:

1. Mowing, edging, trimming and fertilization of all lawns (front, back, side);
2. Prune shrubs;
3. Weed and apply pre-emergent to any planter beds;
4. Start up and close out of irrigation system;
5. Check and adjust sprinklers;
6. Apply billbug application, as needed;
7. Apply dormant oil treatment and deep root feed to trees, as needed; and
8. Spring and fall clean up, including leaf mowing.

Any Owner additions and/or modifications to landscaping, including but not limited to, the location and type of fencing, approved as part of the Owner's initial construction and landscape plans, must be approved by the Association in the time, place and manner required by the Association.

B. Owner Responsibility. Unless specifically identified above as an Association responsibility herein, the Owner shall be responsible for the maintenance of its Lot, including but not limited to:

1. The purchase or maintenance of any new landscaping, including annuals, perennials, flowers, pots, raised beds, gardens or other Owner-installed improvements.
2. Replacement of any dead landscaping, unless the maintenance company is at fault.
3. Any maintenance or repair that is caused through the willful or negligent act of an Owner, or such Owner's family, guests or invitees, and Owner shall be responsible for the payment of any additional costs for such maintenance or repair.

C. Lot Maintenance Fee. The Owner shall be obligated to pay a fee to the Association for the maintenance, repair and replacement included in this Section 2 ("Maintenance Fee"). As of the recording of this Declaration, the annual Maintenance Fee shall be \$325.00 per Lot per year, with such amount reviewed and reasonably determined by the Association based on actual expenses for the obligations contained in this Section 2. The Owner's obligation to pay the Maintenance Fee benefitting his or her Lot shall commence upon the purchase of the Lot from Declarant. The Maintenance Fee shall be considered an

Assessment and subject to the enforcement provisions contained in Section 9 of the Master Declaration.

3. **Amendment.** This Declaration may be amended by Declarant (or its successors or assigns as described above) by an amendment recorded in the records of Ada County, Idaho, until the completion of construction of the last residence on all of the Lots within Paramount Subdivision. Thereafter, this Declaration may be amended by approval of a majority of Lot Owners within Paramount Serenade and with written consent of the Association. All amendments shall be recorded in the records of Ada County, Idaho.

4. **Conflicts.** Any conflict between the terms of the Master Declaration and the provisions of this Thirty-Sixth Amendment shall be controlled by this Thirty-Sixth Amendment.

5. **Defined Terms.** Unless the context otherwise specifies or requires, the words and phrases in this Thirty-Sixth Amendment shall have the same meaning as such words or phrases are defined in the Master Declaration.

6. **Effective Date.** This Thirty-Sixth 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-Sixth Amendment as of the date and year first above written.

GRANTOR:

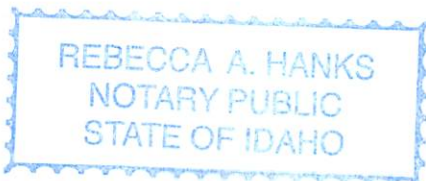
BRIGHTON DEVELOPMENT INC.,
an Idaho corporation

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