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ADA COUNTY RECORDER Christopher D. Rich
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FORTY-FIRST AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
PARAMOUNT SUBDIVISION

October 16, 2018

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;

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

WHEREAS, the purpose of this Forty-First Amendment is to supplement and amend the Master Declaration to provide the Association and Owners with the terms, covenants, conditions and restrictions and add leasing as an approved Use to the Master Declaration.

AMENDMENT

NOW, THEREFORE, the Grantor hereby declares it amends the Master Declaration as follows:

1. **Permitted Used and Performance Standards.** Section 5.01 of the Master Declaration shall be amended and supplemented by adding a new subsection (a), as follows:

(a) Leasing. Any lease between an Owner and a tenant must be in writing and shall be expressly subject to the terms, covenants, and conditions of this Master Declaration. Failure by such tenant to comply with the terms, covenants, conditions and restrictions of such governing documents will be considered a breach of said lease. Either the Owner, or the Association, as a third party beneficiary, may enforce the terms of the lease. Further, by taking up residence under a tenancy, a tenant agrees independently of the lease to be bound by the terms of this Master Declaration. No lease shall release an Owner or tenant from responsibility or liability for compliance with all terms, covenants, conditions, and restrictions contained in such documents. As used in this paragraph, the

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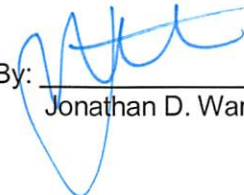
term "lease" shall mean any lease or rental agreement for the lease or rental of any Lot and/or Building and all such leases shall be in writing. No lease or rental of a Lot, Building, or any part thereof, shall be for a term of less than thirty (30) days, and all short-term rentals or vacation rentals shall be prohibited. A copy of all leases shall be provided to the Association Secretary within thirty (30) days of their execution. Any Owner engaged in leasing activities as of the date of this Amendment shall be allowed to continue leasing activities until said Lot is sold or conveyed to a Third Party. For the purpose of this provision, "Third Party" shall be defined as any person or entity not currently designated as the owner of the Lot at the time of the adoption of this amendment.

2. Miscellaneous. Unless otherwise defined herein, the words and phrases in the Forty-First Amendment shall have the same meaning as such words or phrases are defined in the Master Declaration. In the event of a conflict between this Forty-First Amendment and the Master Declaration, the terms and conditions of this Forty-First Amendment shall control. This Forty-First Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

IN WITNESS WHEREOF, the undersigned has hereunto executed this Forty-First Amendment as of the date and year first above written.

GRANTOR:

BRIGHTON DEVELOPMENT INC.,
an Idaho corporation

By: 
Jonathan D. Wardle, President

STATE OF IDAHO)
) ss:
County of Ada)

On this 16th day of October, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan D. Wardle, 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.




Notary Public for Idaho
My Commission Expires: 4/15/2023