

**FORTY-SECOND AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
PARAMOUNT SUBDIVISION**

April 1, 2019

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 Article XIV, 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-Second Amendment is to supplement and amend the Master Declaration to provide the Association certain additional powers. All other terms of the Master Declaration not expressly amended hereby remain in full force and effect.

AMENDMENT

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

1. **Paramount Owners Association Inc.** Article VI, Section 6.05, is hereby amended to include a new subsection (i), entitled "Miscellaneous Services and Improvements", which shall read as follows:

(i) **Miscellaneous Services and Improvements.** The Association shall have the power to obtain and pay for the services of any person or entity as the Association shall determine to be necessary or desirable for the proper operation of the Association or for the general health and well-being of the Members of the Association. This power shall include the power to pay for improvements to property other than Common Area, if such improvements will further the health, safety, or well-being of the Members. If the costs of any service or improvement provided pursuant to this Subsection 6.05(i) are not included in the fiscal operating budget,

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INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT

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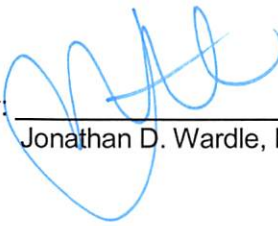
the Association shall levy a Special Assessment as described in Article IX, Section 9.03 after meeting the quorum requirements provided in Article IX, Section 9.10.

2. Miscellaneous. Unless otherwise defined herein, the words and phrases in the Forty-Second 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-Second Amendment and the Master Declaration and any subsequent amendments, the terms and conditions of this Forty-Second Amendment shall control. This Forty-Second 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-Second Amendment this 5th day of April, 2019.

GRANTOR:

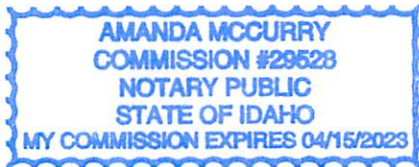
BRIGHTON DEVELOPMENT INC.,
an Idaho corporation

By: 
Jonathan D. Wardle, President

STATE OF IDAHO)
) ss:
County of Ada)

On this 5th day of April, 2019, 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