

**AFTER RECORDING, RETURN TO:**

Vial Fotheringham LLP  
17355 SW Boones Ferry Rd., Ste. A  
Lake Oswego, Oregon 97035  
(503) 684-4111

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**GRANTOR:** Paramount Owners Association, Inc.

**GRANTEE:** Public

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

This Forty-Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision ("Amendment") is made this 29<sup>th</sup> day of June, 2022, by Paramount Owners Association, Inc., an Idaho nonprofit corporation ("Association").

**RECITALS**

- A. Paramount Subdivision (the "Subdivision") is a multi-phase community located in Ada County, Idaho. The Subdivision was established by the following documents:

*Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision*, recorded on April 21, 2004 as Document No. 104047957, Records of Ada County, Idaho ("Master Declaration").

*By-laws of Paramount Owners Association, Inc.*, dated April 28, 2004 ("Bylaws").

Plat of *Paramount Subdivision No. 1*, recorded on March 22, 2004 in Book 88, Pages 10,163-10,166, Plat Records of Ada County, Idaho.

Plat of *Paramount Subdivision No. 2*, recorded on April 6, 2004 in Book 88, Pages 10,181-10,183, Plat Records of Ada County, Idaho.

- B. Association is Paramount Owners Association, Inc., formed pursuant to the Master Declaration and incorporated as an Idaho nonprofit corporation by Articles of Incorporation filed April 26, 2004 as Registry No. C154351 (now Registry No. 469165) in the office of the Idaho Secretary of State.

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- C. The Master Declaration has been amended and supplemented from time to time, and has been applied to additional property. The property to which the Master Declaration and this Amendment apply is described in the Master Declaration and its prior amendments and supplements.
- D. Pursuant to Article XIV, Section 14.02 of the Master Declaration, the Association and Owners desire to amend the Master Declaration in the manner set forth below.

**NOW, THEREFORE**, pursuant to Article XIV, Section 14.02 of the Master Declaration, with the consent or approval of the Owners holding a majority of the voting rights, the Association and Owners hereby amend the Master Declaration as set forth below.

- I. **Article V, Section 5.16 of the Master Declaration is deleted in its entirety and replaced with new language to read as follows:**

**SECTION 5.16. Parking.**

- (a) **Boats, Trailers, Commercial Vehicles, Recreational Vehicles and Like Equipment.** Except when in actual use, boats, trailers, mobile homes, tractor trailers, fifth wheels, campers, ATVs, UTVs, off-road vehicles, and other recreational vehicles; commercial vehicles; garden, maintenance, or other similar equipment; and trucks larger than standard pickup trucks, and vehicles other than automobiles, regardless of weight, shall not be parked on any Lot (including the driveway), any part of the Common Area, or on any streets in the Subdivision, except fully within the confines of an enclosed garage.
  - (i) This restriction, however, shall not prohibit such otherwise prohibited vehicles from parking on a Lot or on the street adjoining a Lot for a maximum of four (4) different periods of up to forty-eight (48) consecutive hours during a single calendar month for loading, unloading, and cleaning purposes.
  - (ii) This restriction shall not be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing service to a Lot or the Common Areas, or for construction of Improvements by Owners during normal business hours (or extended hours with written consent from the Board); provided, however, that such use shall not unreasonably bother or constitute a nuisance to others as determined by the Board in its sole and reasonable discretion and judgment.
- (b) **Driveway Parking.** The number of vehicles that may be parked in any driveway on a Lot is limited to a maximum of three (3) vehicles. For purposes of this Subsection, the count toward the limitation on the number of vehicles that may be parked in a driveway includes all vehicles, including, without limitation, any


passenger automobiles, trucks, and vehicles as authorized in Subsection 5.16(a)(i) or combination thereof. Further, the parking of a passenger automobile, truck or vehicle described in Subsection 5.16(a)(i) in a driveway is allowed as long as the vehicle is parked in a manner that does not interfere with any other Owner's right of ingress and egress, or obstruct the sidewalk.


- (c) **Vehicles in Disrepair/Inoperable or Unlicensed.** No Owner shall permit any vehicle that is in a state of disrepair (including, but not limited to, a vehicle that fails to run, cannot be moved under its own power in current condition, has flat tires, or has body parts missing) or that is not currently licensed to be abandoned or to remain parked upon the Common Area or on any street in the Subdivision at any time and may not permit them on a Lot for an unreasonable period of time, except fully enclosed within the confines of a garage. A vehicle in a "state of disrepair" may be required to be removed when the Board reasonably determines that its presence creates a nuisance to the Occupants of the neighborhood. If an Owner fails to remove such vehicle within five (5) days following the date on which the Association mails or delivers to such Owner a notice directing such removal, the Association may have the vehicle removed from the Subdivision and charge the expense of such removal to the Owner as an assessment, which may be collected and enforced as any other assessment imposed pursuant to the Declaration and Bylaws.
- (d) **Interpretation and Implementation.** The Board, in its sole discretion, may adopt Rules governing, implementing, and interpreting this Section and all parking within the Subdivision, including, without limitation, parking in the Common Areas, on Lots, and on public streets and rights-of-way within the Subdivision.
- (e) **Enforcement.** The Board, by Rule or Resolution, may enforce the provisions of this Section 5.16 and all other provisions of this Declaration or other Project Documents in any manner allowed under Idaho law, including, without limitation:
- (i) By enjoining, abating, or remedying such thing or condition by appropriate legal proceedings;
  - (ii) By levying fines in accordance with Idaho Code 55-115 or any other provision of Idaho law;
  - (iii) By terminating the right to use recreational and service facilities of the Subdivision until the correction of the violation has occurred;
  - (iv) By bringing suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration, the Articles, Bylaws, and any Rules and Regulations of the Association; and
  - (v) By doing any of the actions specified in this subsection in conjunction with each other.

If the Board intends to fine an Owner for violation of any provision of this Section, then the Board, prior to doing so, must impose, by Resolution, any fines and/or penalties for such violations in accordance with the schedule of fines and penalties adopted by the Board in its Enforcement Policy (effective January 1, 2019) and Idaho Code § 55-115. Any fine or penalty levied against an Owner shall be considered an Assessment that is lienable and collectible in the same manner as any other Assessment; provided, however, no fine or penalty may be imposed against an Owner or such Owner's Lot until such Owner is given an opportunity for a hearing.

II. Except as otherwise indicated, all other provisions of the Master Declaration remain unchanged.

**PARAMOUNT OWNERS ASSOCIATION, INC.,**  
an Idaho nonprofit corporation

By:   
\_\_\_\_\_  
Donn Doss, President

By:   
\_\_\_\_\_  
Patrick Grace, Secretary

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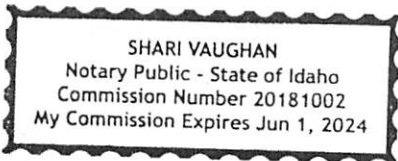
CERTIFICATION

The undersigned President and Secretary of Paramount Owners Association, Inc., hereby certify that the above Forty-Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision has been adopted by the Owners holding a majority of the voting rights of the Subdivision in accordance with Article XIV, Section 14.02 of the Master Declaration.

Donn Doss, President  
Paramount Owners Association, Inc., an Idaho  
nonprofit corporation

STATE OF IDAHO )  
 ) ss.  
County of Ada )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of June, 2022, by Donn Doss, President of Paramount Owners Association, Inc., an Idaho nonprofit corporation, on its behalf.

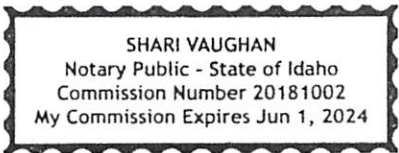


Notary Public for Idaho

Patrick Grace, Secretary  
Paramount Owners Association, Inc., an Idaho  
nonprofit corporation

STATE OF IDAHO )  
 ) ss.  
County of Ada )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of June, 2022, by Patrick Grace, Secretary of Paramount Owners Association, Inc., an Idaho nonprofit corporation, on its behalf.



Notary Public for Idaho