AMOUNT 9.00

BOISE IDAHO 03/06/06 04:10 PM DEPUTY Vicki Allen RECORDED - REQUEST OF Title One



ELEVENTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PARAMOUNT SUBDIVISION

PARAMOUNT SUBDIVISION
(To Annex Paramount Subdivision No. 11)

March 2, 2006

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, recorded April 21, 2004, as Instrument No. 104047957, records of Ada County, Idaho; which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated July 30, 2004, recorded August 3, 2004 as Instrument No. 104099257, records of Ada County, Idaho; which Master Declaration was amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated October 20, 2004, recorded October 26, 2004 as Instrument No. 104136673, records of Ada County, Idaho; which Master Declaration was amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated November 1, 2004, recorded November 5, 2004 as Instrument No. 104141495, records of Ada County, Idaho; which Master Declaration was amended by a Fourth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated July 12, 2005, recorded July 13, 2005 as Instrument No. 105094378, records of Ada County, Idaho; which Master Declaration was amended by a Fifth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated July 25, 2005, recorded July 27, 2005 as Instrument No. 105103178, records of Ada County, Idaho; which Master Declaration was amended by a Sixth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated August 4, 2005, recorded August 4, 2005 as Instrument No. 105108620, records of Ada County, Idaho; which Master Declaration was amended by a Seventh Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated September 23, 2005, recorded September 27, 2005 as Instrument No. 105142788, records of Ada County, Idaho; which Master Declaration was amended by an Eighth Amendment to Master Declaration of Covenants, Conditions, Restriction and easements for Paramount Subdivision dated November 1, 2005, recorded November 3, 2005 as Instrument No. 105166823, records of Ada County, Idaho; which Master Declaration was amended by a Ninth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated December 12, 2005, recorded December 13, 2005 as Instrument No. 105189698, records of Ada County, Idaho; which Master Declaration was amended by a Tenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements 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 purpose of this Eleventh Amendment is 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, and to supplement the Master Declaration.

ARTICLE I.

PROPERTY COVERED

The property which is covered by this Eleventh Amendment and which shall be annexed under the Master Declaration is the real property described as follows (hereafter "Annexed Property"):

Lot 5 through and including Lot 14 of Block 15, Lot 3 through and including Lot 22 of Block 16, and Lot 12 through and including Lot 20 of Block 17 of PARAMOUNT SUBDIVISION NO. 11 according to the official plat thereof filed in Book 94 of Plats at Pages 11486 thru 11488, 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 this Eleventh Amendment shall have the same meaning as such words and 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.

ELEVENTH AMENDMENT
TO MASTER DECLARATION - 2

ARTICLE IV.

OWNERS ASSOCIATION

As provided in Section 12.01 of the Master Declaration, upon the annexation of the Annexed Property, the Owners of the 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.

EFFECTIVE DATE

This Eleventh 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, being the Grantor under the Master Declaration, and pursuant to Section 12.01 of the Master Declaration, has hereunto executed this Eleventh Amendment as of the date and year first above written.

GRANTOR:

PARAMOUNT DEVELOPMENT, INC.

David W. Turnbull, President

STATE OF IDAHO

) ss:

County of Ada

On this ______day of March, 2006, 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 PARAMOUNT 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.

WITHESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this

entificate first above written.

Notary Public for Idaho
Residing at: Meridian, Idaho

My Commission Expires: 10/6/2011

Vando

ELEVEN MANNENDMENT

TO MASTER DECLARATION - 3

CERTIFICATE OF OWNERS. WITH THE PARAMOUNT DEVOLOPINENT INC., AN IDANO CORPORATION, DOES HERBY WHOLE ALL HAN BY THESE PRESENTS. THAT HE WAS OF THE REAL PROPERTY DESCRIBED AS POLLOWS.

A PARES OF LAW LOCATED IN SECTION 13. I. 4 IL, R. I. II. B.M., ADBUM, ADA COUNTY, IDAMO, KOME PARTICULARLY BESCHBED AS FRILDINS. COMEDICAYO AT THE SECTION CORNER COMMON TO SCICTIONS 23, 24, 25 AND 26 OF SAID T. 4 M, R. 1 W.

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hedre ilan feet on die are of the cume to dre bight, sud curve, kanne af aads of 20,00 feet, a contral, ange of 32/4506/and a Gado ossaneg of 17,77 feet hech bejass acrit 7032735' hest) Wence 18.15 teet on the are of the chare to the Lett, sad chare hanne at bodies chare, a coatral ande of issu'is an a Chood defining of 18.11 teet went genes horth betitud "Nest to a point of reading chare.

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PARAMOUNT SUBDINISON ND. 61. THENCE ON THE EXTERGA BOUNDARY LINE OF SAID PARAMOLAT SUBGINSTON HO. 3 FOR THE FOLLOWING COURSES AND DISTANCES hence horn 440922" heet, 84.00 feet, a porton of san line bend on the exferor boundary line of

REDICE HORTH 45'48'39" EAST, 578.97 FEET;

HENCE SOUTH 44'11'01" EAST, 9.00 FEET,

REPACE NORTH 45'46'59" EAST, 201,00 PEET TO THE REAL PORIT OF BECHARING, SAN PARKEL CONTAINS 9,45 ACRES MIRRE OF LESS.

IT IS THE WITH THAN OF THE UNDERSAND TO HEREDY INCLUDE THE ABONE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PRESENTS AS SHOWN ON THIS PLAT, HE EASTWARTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PRIBLY HEREOF FOR PLATIFILIALLY RESENTED FOR PUBLIC PRIBLY RESENTED FOR PUBLIC PRIBLY RESENTED FOR PUBLIC PRIBLY RESENTED FOR PUBLIC PRIBLY RESENTED FOR PUBLIC PUBLIC PRIBLY RESENTED FOR PUBLIC PU

PARAMOUNT DEVELOPMENT INC., AN IDANO CORPORATION

CERTIFICATE OF SURVEYOR

I, JAMES R. WASHBURN, DO HEREBY CERTEY THAT I AM A PROFESSIONAL LAND SURVEYOR LUCENEED BY THE STATE OF DAMO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICIE" OF OWNERS. WAS CHAMM FROM A ACTUAL SURVEY MADE IN THE GROUND UNDER MY DIECT SUPERVISION AND ACCURATELY REPRESSIIS THE POINTS PLATED WEREOW, AND IS, IN CAPOTAMITY WITH THE STATE OF SURVEYS.



ACKNOWLEDGEMENT

STATE OF IDAHO

COUNTY OF ADA \\ \text{2.200} \text{2.200} \text{1.700} \text{2.200} \text{2.700} \

IN WINESS WROZEDF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, THE DAY AND YEAR IN THIS CARDFILIATE FIRST ABOVE WRITTEN.







APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTARIS AS REDURED BY DAVID CODE, UTLE 50, CHAPTER 13 MAYE BEEN SATISFIED BASED ON A REVIEW AND ADMINISTRATION COT OF MERITARY DEPARAMENT AND THE COPE APPROVAL, OF THE DEPOSED PARAMENT OF COPE OF MERITARY RESTRICTIONS, BUTSET IS CUTTOMED THAT THE THE OFFICIAL PRESENCE APPROVAL, IND INBURING WITE ETCHSIONS OF SERVED FARMED THAT THE THE OF THIS APPROVAL, NO INBURING WATER ETCHSIONS OF SERVE ETCHSIONS OF SERVED FARMED CONSTRUCTED, BUILDING CONSTRUCTED OF REPORTANCE AND ADMINISTRATIONS AND ADMINISTRATIONS AND ADMINISTRATION OF AND REPORTANCE OF A CENTRALIST ONNING MERITARY OF REPORTANCE AND ADMINISTRATIONS AND REPORTANCE AND ACCORDANCE WITH SECTION 50-1324, IDAPOCOUR, BY THE ESCANDANCE WITH SECTION 50-1524, IDAPOCOUR 50-1524, ID





APPROVAL OF CITY ENGINEER.

1, THE UNDERSCHED, CITY ENGINEER IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, EDANG, HEREBY APPROVE THIS PLAT.

APPROVAL OF CITY COUNCIL

I, THE UNDERSONED, CITY CLERK IN AND FOR THE CITY OF LEFTIONN, AND COUNTY, DANC, OD HERELY CENTEY THAT AT A REQUIRE METHOR OF THE CITY COUNCE, HED ON THE \$\int_{\infty} \int_{\infty} \



CERTIFICATE OF COUNTY SURVEYOR.

1. THE UNDERGINED, COUNTY SURVEYOR, IN AND FOR ADA COUNTY, IDAND, DO HEREBY CERTIFY THAT I HAVE CHECKED.
THIS PLAT AND THAT IT COUPLIES WITH THE STATE OF IDAND CODE RELATIVE TO PLATE AND SURVEYS.



L 2-03-06

CERTIFICATE OF THE COUNTY TREASURER. L THE UNDERSORD, COUNTY RESISTER WAN FOR THE COUNTY OF ADA, STATE OF DAHO, FOR THE REDURED-ENTS
OF IC. SO-1308 TO HEREBY CENTRY THAT ANY AND ALL CURRENT AND/OR DEJMOLENT COUNTY PROPERTY TAXES FOR
THE TREASENT MILLIOD IN THIS SUBDINSON HAVE BEDS PAID IN FULL. THIS CENTRATION IS WILD FOR THE NEXT
THRITY (20) DATE ONLY.



3-3-06

COUNTY RECORDER'S CERTIFICATE

COUNTY OF ADA \$ S.S. STATE OF KDAHO)

I HEREBY CERTIFY THAT THES INSTITUTION WAS FILED FOR RECORD AT THE REQUEST OF ENGINEERING MORTHWEST, LLC.
AT \$\frac{1}{2} \text{LAMINTES PAST } OCCOCK \(\frac{1}{2} \text{LACK} \) AT, ON THIS \$\frac{1}{2} \text{LACK} \) AND OF \$\frac{1}{2} \text{LACK} \) AND OF \$\frac{1}{2} \text{LACK} \) AS OF \$\frac{1}{2} \t

FIE. 5/16CD Change of the

OF THE PERSON OF

ADA COUNTY RECORDER J. DAVID NAVARRO BOISE IDAHO 11/01/06 04:32 PM

DEPUTY Bonnie Oberbillg RECORDED—REQUEST OF Tille One NAVARRO AMOUNT 9.00 3

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TWELFTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PARAMOUNT SUPPLY//SION

PARAMOUNT SUBDIVISION
(To Annex Paramount Subdivision No. 12)

November 1, 2006

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, recorded April 21, 2004, as Instrument No. 104047957, records of Ada County, Idaho; which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated July 30, 2004, recorded August 3, 2004 as Instrument No. 104099257, records of Ada County, Idaho; which Master Declaration was amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated October 20, 2004, recorded October 26, 2004 as Instrument No. 104136673, records of Ada County, Idaho; which Master Declaration was amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated November 1, 2004, recorded November 5, 2004 as Instrument No. 104141495, records of Ada County, Idaho; which Master Declaration was amended by a Fourth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated July 12, 2005, recorded July 13, 2005 as Instrument No. 105094378, records of Ada County, Idaho; which Master Declaration was amended by a Fifth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated July 25, 2005, recorded July 27, 2005 as Instrument No. 105103178, records of Ada County, Idaho; which Master Declaration was amended by a Sixth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated August 4, 2005, recorded August 4, 2005 as Instrument No. 105108620, records of Ada County, Idaho; which Master Declaration was amended by a Seventh Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated September 23, 2005, recorded September 27, 2005 as Instrument No. 105142788, records of Ada County, Idaho; which Master Declaration was amended by an Eighth Amendment to Master Declaration of Covenants, Conditions, Restriction and easements for Paramount Subdivision dated November 1, 2005, recorded November 3, 2005 as Instrument No. 105166823, records of Ada County, Idaho; which Master Declaration was amended by a Ninth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated December 12, 2005, recorded December 13, 2005 as Instrument No. 105189698, records of Ada County, Idaho; which Master Declaration was amended by a Tenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements

TWELFTH AMENDMENT
TO MASTER DECLARATION - I

for Paramount Subdivision dated February 1, 2006, recorded February 2, 2006 as Instrument No. 106017033, records of Ada County, Idaho; which Master Declaration was amended by an Eleventh Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated March 2, 2006, recorded March 6, 2006 as Instrument No. 106034549, records of Ada County, Idaho; (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 purpose of this Twelfth Amendment is 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, and to supplement the Master Declaration.

ARTICLE I.

PROPERTY COVERED

The property which is covered by this Twelfth Amendment and which shall be annexed under the Master Declaration is the real property described as follows (hereafter "Annexed Property"):

Lot 15 through and including Lot 22 of Block 15; Lot 11 through and including Lot 18 of Block 25; Lot 2 through and including Lot 14 of Block 26; Lot 12 through and including Lot 22 of Block 30; and Lot 1 through and including Lot 5 of Block 33 of PARAMOUNT SUBDIVISION NO. 12 according to the official plat thereof filed in Book 96 of Plats at Pages 11976 thru 11978, 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 this Twelfth Amendment shall have the same meaning as such words and phrases are defined in the Master Declaration.

ARTICLE III.

ANNEXATION AND DECLARATION

TWELFTH AMENDMENT
TO MASTER DECLARATION - 2

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 the 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.

EFFECTIVE DATE

This Twelfth 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, being the Grantor under the Master Declaration, and pursuant to Section 12.01 of the Master Declaration, has hereunto executed this Twelfth Amendment as of the date and year first above written.

GRANTOR:

PARAMOUNT DEVELOPMENT, INC.

David W. Turnbull, President

STATE OF IDAHO) ss:
County of Ada

On this _____ day of November, 2006, 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 PARAMOUNT 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 WIELE CA, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above with ECA

Notary Public for Idaho Residing at: Meridian, Idaho My Commission Expires: 10/6/2011

TWELFTH AMENDMENTO A HO
TO MASTER DECLARATION "3"

<u>Certificate of Onnées</u> Width all by these presents. That the paramothy development inc. An daho corporation, does hereby Certify that its tipe owers of the real property described as colons:

A PARCEL OF LAND LOCATED HI THE S 1/2 OF SECTION 25, T.4 M., N. 1 N., N.J. MEDIDIAN, ADA COUNTY, IDANO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

INDECE ON THE EASTERLY BOUNDARY LINE OF SAID PARAMOUNT SUBDINISON HO. 6 FOR THE FOLLOWING COURSES AND DISTANCES.

DIENCE HORTH 00'34'27" EAST, 114.00 FEET:

THENTEE SOUTH 89725'33" EAST, JA. 90 FEET;

THENCE NORTH COCH'27" EAST, 707,03 FEET,

THENCE HOMM 12729'15" EAST, 52,00 FEET TO A POINT OF CLIEVE,

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indice ndrin 454859° East, 196.00 feet on the Easterly Bolhoury Ldie of Sad Paraugunt Subdivision no. 10:

thence learner the easterly boundary line of sub paraliculy substrision no. 10, south 4-fit by east, 108.00 pet.

PHENCE SOUTH 45'48'SH" NEST, 240,45 FEETS

riblica morth 8872/10° MCST, 577,24 FEET to a font on the North-South 1/16th section line of the SM 1/4 of SMO section 156

THEMES HEARTH COSSIDERS EAST, 117,589 FEET TO THE CONTEX-SOUTH 1/16TH SECTION CORNER OF SAID SECTION 254

todac, konth 1872'13" west, 4114.11 fixt on the last-west 1/1874 seeman line of 540 seemon 25 to the real point of deciminal 540 pares. Sad sandays 14.75 acres home on less

IT IS THE WITENDOW OF THE UNDESCIONED TO JERGESY WILLING TO AGRING DISCUSSED PROPERTY IN THIS PLAT AND TO DEDUCATE TO THE PUBLIC THE PUBLIC STREETS AS SHOWN ON THIS PLAT AND HOT ELECANDED TO THE PUBLIC THE PUBLIC STREETS AS SHOWN ON THIS PLAT AND HOT PERLUANDED STRUCTURES AND SHOW ON THIS PLAT AND HOT PERLUANDED STRUCTURES AND SHOWN ON THIS PLAT AND HOT PERLUANDED STRUCTURES AND THE PRECIDENT AND SHOWN OF THE PUBLIC THE PUBLI

PARAMOUNT DEVELOPMENT INC., AN IDAHD CORPORATION

3 AMALILICATION SALL PRESIDENT

ACKNOWLEDGEMENT

STATE OF WAND)

COUNTY OF AM.)

ON THIS 29TH MAY OF ALLLANDALL. 2025, BEFORE ME, THE UNDERSUNED, A NOTARY PUBLIC IN AND FOR SUD STATE PRESENTALY APPEARED DAYD II. THRUBULL, INCOM OR IDENTIFED TO ME TO BE THE PRESENT OF PARAMONAL DESCRIPTION OF MANAGEMENT OF SUD COMPORATION, AND ACKNORLEDGED TO ME THAT HE DESCRIPTO THE WITHIN PREMIMENT ON BEHALF OF SUD COMPORATION, AND ACKNORLEDGED TO ME THAT SUCH COMPORATION EXECUTED THE SAME.

In witness whereot, I have agreento set my hand and aftixed my deficial seal the day and year in this certificate first above whoten.



CERTIFICATE OF SURVEYOR.

L JAMES R. WASHIMAN, DO MEREDY CERTLY THAT I AM A PROFESSIONAL LAND SURVEYOR UCENSED BY THE STATE OF EDANG, AND THAT THIS PLAT AS DESCRIBED BY THE "CERTIFICATE OF OWNERS" BAS BRAIM FROM AN ACTUAL SURVEY DAME, AND THAT THIS PLAT IS DESCRIBED BY THE "CERTIFICATE OF OWNERS" BASH FOR PLAT BAS DESCRIBED BY THE FORTH OF THE PORTS FLAT BY DEPENDING THE PORTS FLAT BY DEPENDENT FROM THE PORTS FLAT BY DEPENDING THE PORTS FLAT BY DEPENDING FROM THE PORTS FLAT BY DEPENDING THE PORTS FLAT BY DEPENDING FROM THE PORTS FLAT BY DEPENDENT FROM THE PORTS FLAT BY DEPENDING FROM THE PORTS FLAT BY DEPENDENT FROM THE PORTS FLAT BY DEPENDING FROM THE PORTS FLAT BY DE

JAMES R. WASHBURK 25 DAHO NO., 7880

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

emplay restrictions as required by Idaho Code. Title 50, Chapter 13 have been satisfied according to the Etiter to be read on file with the county recorder or his acent using the countions of approval santary Restrictions hay be re-hiposed, in accordance with section 50–1326, Idaho Code. By the issuance of a Extribute of disapproval.



CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT
BE FOREGOIND PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS
ON THE BATTONY OF HUMBING TO A ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS



APPROVAL OF CITY ENGINEER

1, THE UNDERSIONED, CITY ENCANCER IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

APPROVAL OF CITY COUNCIL.

THE UNDERSCHED, CITY CLERK IN AND FOR THE CITY OF MERIDIAN, JOA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A RECEAR MEETING OF THE CITY COUNCIL HELD ON THE ______ ONY OF __________________________________. THIS PLAT WAS DULY JUCKEPIED AND APPROVED.

CIT CLERK HERBINA, MONTO

CERTIFICATE OF COUNTY SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO NEREBY CERTEY THAT I HAVE CHECKED IN UNDERSIDED, COUNTY SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO NEREBY CERTEY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPUES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

BK 26

BC-11978

CERTIFICATE OF THE COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, FER THE REQUIREMENTS OF LC. 50-1308 DO HERENY CERTIFY THAT ANY AND ALL CURRENT AND/ART DELINOUEDIT COUNTY PROPERTY TURES FOR THE PROPERTY MELLUSON IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THERETY (30) DAYS ONLY.

COUNTY RECORDER'S CERTIFICATE

COUNTY OF ADA S.S. STATE OF IDAHO)

I HEREBY CENTRY THAT THE INSTRUMENT WAS FLED FOR RECORD AT THE REQUEST OF ENCHEDMIN MORTHWEST, LLC AT ALL MINTES PAST (12 O'CLOCK) ALL, ON THIS (2 O'CLOCK) OF BLACK OF PLATS AT PAGES (1976). THROUGH (1976). ASSTRUMENT NO. 106(1235(7)

War.

Je: 416.00

1.5

In his Zhineeld Vid

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 01/30/07 01:29 PM
DEPUTY Bonnie Oberbillig
RECORDED—REQUEST OF

Title One

AMOUNT 18.00

107014024

THIRTEENTH AMENDMENT TO MASTER DECLARATION
OF
OVENANTS, CONDITIONS, RESTRICTIONS AND FASEMENT

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR

PARAMOUNT SUBDIVISION
(To Annex Paramount Subdivision No. 13 and to add new Easement Section)

January 29, 2007

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, recorded April 21, 2004, as Instrument No. 104047957, records of Ada County, Idaho; which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated July 30, 2004, recorded August 3, 2004 as Instrument No. 104099257, records of Ada County, Idaho; which Master Declaration was amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated October 20, 2004, recorded October 26, 2004 as Instrument No. 104136673, records of Ada County, Idaho; which Master Declaration was amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated November 1, 2004, recorded November 5, 2004 as Instrument No. 104141495, records of Ada County, Idaho; which Master Declaration was amended by a Fourth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated July 12, 2005, recorded July 13, 2005 as Instrument No. 105094378, records of Ada County, Idaho; which Master Declaration was amended by a Fifth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated July 25, 2005, recorded July 27, 2005 as Instrument No. 105103178, records of Ada County, Idaho; which Master Declaration was amended by a Sixth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated August 4, 2005, recorded August 4, 2005 as Instrument No. 105108620, records of Ada County, Idaho; which Master Declaration was amended by a Seventh Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated September 23, 2005, recorded September 27, 2005 as Instrument No. 105142788, records of Ada County, Idaho; which Master Declaration was amended by an Eighth Amendment to Master Declaration of Covenants, Conditions, Restriction and easements for Paramount Subdivision dated November 1, 2005, recorded November 3, 2005 as Instrument No. 105166823, records of Ada County, Idaho; which Master Declaration was amended by a Ninth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated December 12, 2005, recorded December 13, 2005 as Instrument No. 105189698, records of Ada County, Idaho; which Master Declaration was amended by a Tenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements

for Paramount Subdivision dated February 1, 2006, recorded February 2, 2006 as Instrument No. 106017033, records of Ada County, Idaho; which Master Declaration was amended by an Eleventh Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated March 2, 2006, recorded March 6, 2006 as Instrument No. 106034549, records of Ada County, Idaho; which Master Declaration was amended by a Twelfth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated November 1, 2006, recorded November 1, 2006 as Instrument No. 106173072, records of Ada County, Idaho (collectively hereafter "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 purpose of this Thirteenth Amendment is 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, and to supplement the Master Declaration with respect to the Annexed Property as defined herein.

ARTICLE I.

PROPERTY COVERED

The property which is covered by this Thirteenth Amendment and which shall be annexed under the Master Declaration is the real property described as follows (hereafter "Annexed Property"):

Lot 1 through and including Lot 13 of Block 34; and Lot 1 through and including Lot 13 of Block 35 of PARAMOUNT SUBDIVISION NO. 13 according to the official plat thereof filed in Book 97 of Plats at Pages 12128 thru 12130, records of Ada County, Idaho.

ARTICLE II.

DEFINED TERMS

Unless the context otherwise specifies or requires, the words and phrases in this Thirteenth Amendment shall have the same meaning as such words and 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, terms 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 the 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.

RIGHT TO CREATE SIDE-YARD EASEMENTS

All references to "Lot" in Article V of this Thirteenth Amendment shall be to those Lots as described on the official plat of the Annexed Property. The Grantor shall have the right at any time prior to the conveyance of fee title to a Lot to an Owner to declare and create an easement, not to exceed ten feet (10') in width (hereafter "Side-Yard Easement") on, over, along and across any Lot (hereafter "Servient Lot") within Paramount Subdivision No. 13, which Side-Yard Easement shall be adjacent to and along the whole of the side yard lot line that abuts an adjacent Lot (hereafter "Dominant Lot"), which Side-Yard Easement shall, if so declared and created by the Grantor, except as expressly provided to the contrary hereafter, be for the sole and exclusive use of the Dominant Lot, provided that there shall be only one (1) such Side-Yard Easement on each Servient Lot. The location of the Side-Yard Easement on each Servient Lot, if not shown on the recorded subdivision plat for Paramount No. 13 Subdivision, must be declared and created by the Grantor. The width of the easement shall be determined by the location of the Building on the Servient Lot and shall be located along the side lot line which is nearest to the Building constructed by an Owner on such Owner's Lot. The width of the easement shall terminate at that point of the residential dwelling located on the Servient Lot which is nearest the Lot line. If the Grantor declares and creates a Side-Yard Easement on a Lot in accordance with this Section, the Grantor shall execute, acknowledge and record in the official records of Ada County, Idaho, a Declaration of Side-Yard Easement, which shall evidence the declaration and creation by the Grantor of the Side-Yard Easement and shall describe the location thereof upon the Servient Lot.

(a) Purpose of Side-Yard Easements. The purpose of the Side-Yard Easements, if declared and created by the Grantor pursuant to this Section, shall be to allow the Owner of the Dominant Lot the right to perpetually use and maintain, on an exclusive basis (except as expressly provided to the contrary hereafter), the area within the Side-Yard Easement for any use or purpose for which the Dominant Lot may be used, subject to applicable setbacks as provided in the Master Declaration or required by the applicable ordinances

of the City of Meridian, Idaho, as modified by any special or conditional use permit granted by the City of Meridian, Idaho, and relating to Paramount Subdivision.

- (b) Easements Appurtenant. If the Grantor declares and creates a Side-Yard Easement on a Lot, such Side-Yard Easement shall be an easement appurtenant to the Dominant Lot and cannot be separated from the Dominant Lot or transferred or assigned by the Owner of the Dominant Lot separate from the conveyance of fee title to the Dominant Lot. A conveyance of fee title to the Dominant Lot shall constitute a conveyance, transfer and assignment of all right, title and interest in and to the Side-Yard Easement to the recipient of fee title to the Dominant Lot notwithstanding any provision in the document(s) of conveyance to the contrary or if such document(s) of conveyance is silent with respect to such Side-Yard Easement.
- (c) <u>Covenants Running with Land No Termination</u>. Each Side-Yard Easement declared and created by the Grantor hereunder shall be a perpetual easement running with the land and shall inure to the benefit of and be binding upon the Owner of the Servient Lot and the Dominant Lot and their respective successors and assigns including, without limitation, all subsequent owners of either the Servient Lot and the Dominant Lot and all persons claiming under and through them. Each Side-Yard Easements declared and created by the Grantor shall not terminate by lapse of time, non-use or the lack of maintenance.
- Easements as may be declared and created by the Grantor hereunder, the Owner or Occupant of the Servient Lot, and their employees, agents and contractors, shall have the right to enter upon the Side-Yard Easement located on the Servient Lot, if such entry is necessary for the maintenance, repair or restoration of the improvements located on the Servient Lot. Any such entry by the Owner or Occupant of the Servient Lot, or their employees, agents or contractors, shall be at such time(s) and intervals as shall minimize the inconvenience of the Owner or Occupant of the Dominant Lot, and, when possible, shall be made after notice, written or oral, given to the Owner or Occupant of the Dominant Lot. The Owner or Occupant of the Servient Lot shall be responsible for the repair of any damage to any property, including landscaping, located on the Side-Yard Easement resulting from such entry, which repair shall be made promptly after such entry, but in no event more than ten (10) days thereafter. The Owner of the Serviant Lot will not be allowed to place a fence or fences within the Side-Yard Easement Area or any part thereof.
- (e) <u>Right to Mortgage</u>. The Owner of the Dominant Lot shall have the right to mortgage such Owner's rights with respect to a Side-Yard Easement which is appurtenant to such Owner's Lot, if required by the mortgagee, and, in such event, the mortgagee of an Owner's interest in the Side-Yard Easement shall have no obligation hereunder unless and until the mortgagee acquires the fee title to the mortgaged property.

The mortgage by the Owner of a Servient Lot shall be subordinate to and junior to the right of the Owner of the Dominant Lot in and to a Side-Yard Easement, if any, located on the Servient Lot.

- (f) Acceptance and Succession. If a Side-Yard Easement is declared and created by the Grantor in accordance with this Thirteenth Amendment, each Owner of the Servient Lot, and each successor Owner of the Servient Lot, by the acceptance of a deed to the Servient Lot, shall be deemed to agree to, and to be bound by, the terms, conditions and covenants of this Section. The rights and obligations contained in this Section shall bind each Owner of a Lot within Paramount No. 13 Subdivision, the such Owner's Occupants, heirs, personal representatives, successors and assigns.
- (g) Indemnification. From and after the date that the Grantor declares and creates a Side-Yard Easement on a Lot, the Owner of a Dominant Lot shall indemnify, save and hold harmless the Owner of its respective Servient Lot, and such Owner's heirs, personal representatives, successors and assigns, from and against any claim, liability, damage, judgment, cost or expense, of whatever kind or nature, including attorneys fees, arising from or relating to the use by the Owner of the Dominant Lot of the Side-Yard Easement located on the Servient Lot.
- (h) <u>Settlement of Disputes Concerning Side-Yard Easements</u>. In the event of any dispute arising between the Owner of a Dominant Lot and the Owner of a Servient Lot concerning a Side-Yard Easement located on the Servient Lot, or a dispute between said Owners involving the interpretation of this Article, the matter shall be submitted to the Board of the Association, which shall act as a Board of Arbitration and shall proceed in accordance with the rules and procedures of the American Arbitration Association then in effect, and the decision of the majority of the members of the Board shall be binding on the respective Owners of the Servient Lot and the Dominant Lot.
- (i) <u>Conflicts</u>. Any conflicts between the terms of the Master Declaration and the provisions of this Thirteenth Amendment shall be controlled by this Thirteenth Amendment.

ARTICLE VI.

EFFECTIVE DATE

This Thirteenth 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, being the Grantor under the Master Declaration, and pursuant to Section 12.01 of the Master Declaration, has hereunto executed this Thirteenth Amendment as of the date and year first above written.

GRANTOR:

PARAMOUNT DEVELOPMENT, INC.

David W. Turnbull, President

STATE OF IDAHO)
) ss
County of Ada)

On this ______day of January 2007, 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 PARAMOUNT 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

Residing at: Meridian, Idaho

My Commission Expires: 10/6/2011

ADA COUNTY RECORDER J. DAVID NAVARRO BOISE IDAHO 02/13/08 11:36 AM

DEPUTY Bonnie Oberbillig RECORDED—REQUEST OF Title One AMOUNT 12.00

108016265

FOURTEENTH AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR

PARAMOUNT SUBDIVISION
(To Annex Paramount Subdivision No. 14 and Paramount No. 15)

February 8, 2008

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, recorded April 21, 2004, as Instrument No. 104047957, records of Ada County, Idaho; which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated July 30, 2004, recorded August 3, 2004 as Instrument No. 104099257, records of Ada County, Idaho; which Master Declaration was amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated October 20, 2004, recorded October 26, 2004 as Instrument No. 104136673, records of Ada County, Idaho; which Master Declaration was amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated November 1, 2004, recorded November 5, 2004 as Instrument No. 104141495, records of Ada County, Idaho; which Master Declaration was amended by a Fourth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated July 12, 2005, recorded July 13, 2005 as Instrument No. 105094378, records of Ada County, Idaho; which Master Declaration was amended by a Fifth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated July 25, 2005, recorded July 27, 2005 as Instrument No. 105103178, records of Ada County, Idaho; which Master Declaration was amended by a Sixth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated August 4, 2005, recorded August 4, 2005 as Instrument No. 105108620, records of Ada County, Idaho; which Master Declaration was amended by a Seventh Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated September 23, 2005, recorded September 27, 2005 as Instrument No. 105142788, records of Ada County, Idaho; which Master Declaration was amended by an Eighth Amendment to Master Declaration of Covenants, Conditions, Restriction and easements for Paramount Subdivision dated November 1, 2005, recorded November 3, 2005 as Instrument No. 105166823, records of Ada County, Idaho; which Master Declaration was amended by a Ninth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated December 12, 2005, recorded December 13, 2005 as Instrument No. 105189698, records of Ada County, Idaho; which Master Declaration was amended by a Tenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated February 1, 2006, recorded February 2, 2006 as Instrument No. 106017033, records of Ada County, Idaho; which Master Declaration was amended by an Eleventh Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated March 2, 2006, recorded March 6, 2006 as Instrument No. 106034549, records of Ada County, Idaho; which Master Declaration was amended by a Twelfth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated November 1, 2006, recorded November 1, 2006 as Instrument No. 106173072, records of Ada County, Idaho; which Master Declaration was amended by a Thirteenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated January 29, 2007, recorded January 30, 2007 as Instrument No. 107014024, records of Ada County, Idaho (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 purpose of this Fourteenth Amendment is 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, and to supplement the Master Declaration.

ARTICLE I.

PROPERTY COVERED

The property which is covered by this Fourteenth Amendment and which shall be annexed under the Master Declaration is the real property described as follows (hereafter "Annexed Property"):

Lot 15 through and including Lot 22 of Block 26; Lot 7 and Lot 8 of Block 33; Lot 1 through and including Lot 20 of Block 36; Lot 1 and Lot 2 of Block 37; and Lot 1 through and including Lot 14 of Block 38; and Lot 1 of Block 39 of PARAMOUNT SUBDIVISION NO. 14 according to the official plat thereof filed in Book 99 of Plats at Pages 12759 thru 12761, records of Ada County, Idaho;

and

Fourteenth Amendment
To Master Declaration - 2

Lot 11 of Block 32; Lot 1 through and including Lot 6 of Block 40; and Lot 2 through and including Lot 4 of Block 41 of PARAMOUNT SUBDIVISION NO. 15 according to the official plat thereof filed in Book 99 of Plats at Pages 12762 thru 12765, 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 this Fourteenth Amendment shall have the same meaning as such words and 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 the 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.

EFFECTIVE DATE

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

Fourteenth Amendment
To Master Declaration - 3

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 Fourteenth Amendment as of the date and year first above written.

GRANTOR:

PARAMOENT DEVELOPMENT, INC.

David W. Turnbull, President

STATE OF IDAHO

) ss:

County of Ada

day of February, 2008, 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 PARAMOUNT 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

Residing at: Meridian, Idaho My Commission Expires: 10/6/2011

CEXTIFICATE OF OWNERS

THAT THE PARAMOUNT DEVELOPMENT HE., AN DAVID CORPORATION, DOES HEREBY DRAFT IN IT IS THE OWNERS OF THE RELA PROPERTY DESCRIBED AS FOLLOWS:

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PARAMOUNT DEVELOPMENT INC., AN IDAMO CORPORATION

ACKNOWLEDGEMENT

STATE OF IDAHO 25

COURTY OF MAY S

ON THIS 15TH DAY OF DEPLETE DAYO II, THE BETORE ME, THE UNCOESTIGNED, A NOTARY PUBLIC IN AND FOR SUD SYNTE PERSONALLY APPEARED DAYO II, THE BRILL HOUSIN OR DESTRICED TO ME TO BE THE PRESCRIPT OF PRANAULARY DESCRIPTORY AND ACRONICADED TO ME THAT HE DESCRIPTORY HE WITHH HESTIMMENT ON BEHALF OF SUD CORPORATION, AND ACRONICADED TO ME THAT SUCH CORPORATION EXECUTED THE MESTIMMENT ON BEHALF OF SUD CORPORATION, AND ACRONICADED TO ME THAT SUCH CORPORATION EXECUTED THE

in winess wereof, I have nergunto set uy havo and affixed by official seal the day and year in this certaficate frost above written.

DA CONTRES ON EXPLIES





CERTIFICATE OF SURVEYOR

1. JAMES R. WASHRURY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR UCCHSED BY THE STATE OF DIAHO, AND THAT THIS PLAT AS DESCRIBED BY THE "CERTIFICATE OF DIAHORS" WAS ORAIM FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER AND DIESTENS AND ACCURATED THEREON. AND IS IN CONFORMITY WITH THE STATE OF DANIO CODE RELATING TO PLATS AND SURVEYS.



APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT.

SANTIARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER ON HIS SCHOOL STITLE THE CONDITIONS OF APPROVAL SANTIARY RESTRICTIONS LAY BE RE-LIFOSED, IN ACCORDANCE WITH SECTION 50-1336, DANIO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.



APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

APPROVED FUT WAS ACCUPING AND APPROVED BY THE BOARD OF ADA COUNTY HISHWAY DISTRICT COMMISSIONERS OF $\frac{1}{2}$ AND $\frac{1}{2}$ AND





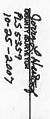
APPROVAL OF CITY ENGINEER IN AND FOR THE CITY OF MERIONAN, ADA COUNTY, IDANO, HEREBY APPROVE THIS PLAT.

De Contraction

APPROVAL OF CITY COUNCIL

, the understabled, only clear in and for the city of lergians, and county, idago, do hereby certify that at a regular letting of the city council held on the 1/2-1 only of -3-22 and 44, -222.2.6. This play has outly accepted and appropriate.

CERTIFICATE OF COUNTY SURVEYOR. IN AND FOR ADA COUNTY, IDANO, DO NESSERY CERTIFY BAST I HAVE CHECKED IN THE STATE OF IDANO CODE RELATED TO PLATS AND SURVEYS.





CERTIFICATE OF THE COUNTY TREASURER

L THE UNDERSONED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA. STATE OF IDAHO, PER THE REQUIREMENTS OF LC, 30-1308 DO HEXESY CEXTEY THAT ANY AND ALL CHREDIT AND/OR IDELECTION COUNTY PROPERTY TAXES FOR THE PROPERTY HACLURED IN THIS SUBUNISION HAVE BEEN PAID IN FULL. THIS CORTIFICATION IS VALID FOR THE MEXIT THIRTY (30) DAYS ONLY.





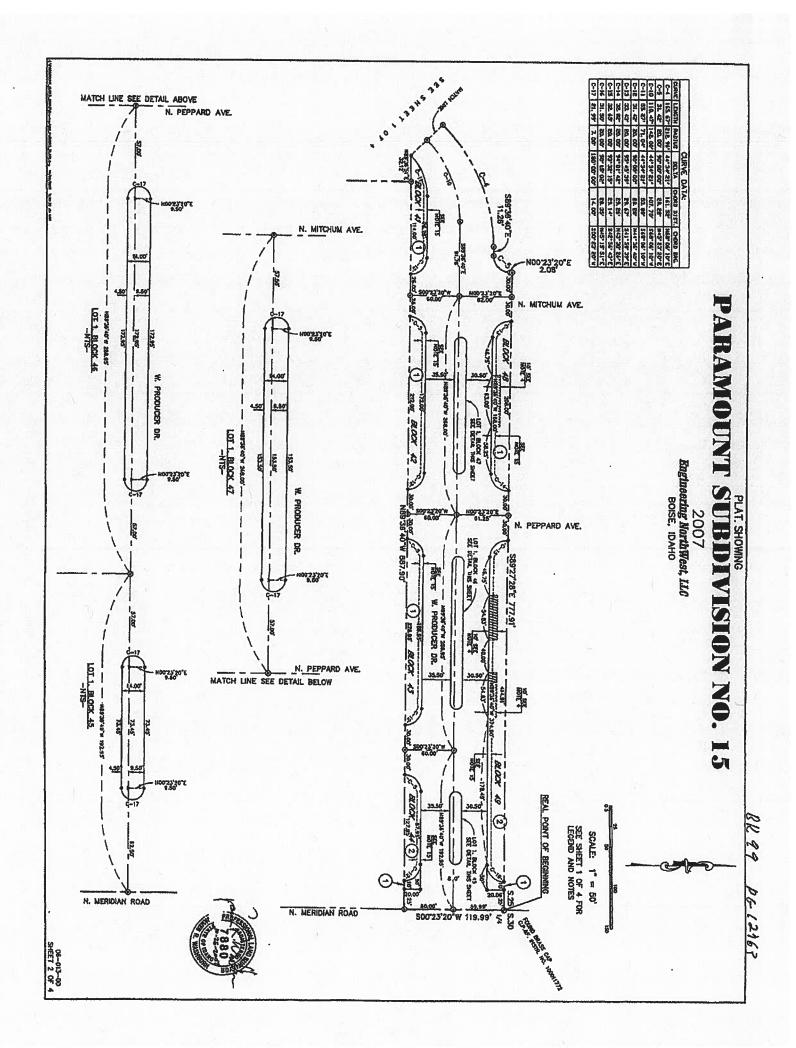


COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO)

COUNTY OF ADA SS

为: \$16.00



CERTIFICATE OF OWNERS
KNOW ALL JUEN BY THESE PRESENTS:
PROPERTY DESCRIBED AS FOLLOWS:

THAT THE UNDERSIGNED, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE REAL

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PARAMOUNT DEVELOPMENT INC., AN IDAHO CORPORATION

CERTIFICATE OF SURVEYOR

I, JAMES R. WASHBURIN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SHAWETOR UCENSED BY THE STATE OF DANIO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DANIME FROM AN ACTUAL SHAWET WAS ON THE GROUND UNDER ATV DIRECTS USEPENSION AND ACCURATURE REPRESSIONS THE POINTS PLATED THEREON, AND IS IN CONFORMITY WITH THE STATE OF DANIO CODE RELATING TO PLATS AND SHRWETS.



ACKNOWLEDGEMENT

STATE OF IDAHO)

in withess whereof, I have herbuitd set ay hand and attied by official seal the day and year in this certificate first above written.







APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT.

SANTARY RESTRICTIONS AS REQUEED BY DIAHO CODE, THE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE
LITTER TO BE READ ON THE WIN THE COUNTY RECORDED OR HIS ACROT LISTING THE COMMITTINGS OF APPROVAL, SANTIARY
RESTRICTIONS LIAY BE RE-BADDED, IN ACCORDANCE WITH SECTION 50-1338, IDAHO CODE, BY THE ISSUANCE OF A
CENTRICATE OF DESCRIPTION.



APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREOGING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONEDS
ON THE ZECONY OF 314 (1997)





APPROVAL OF CITY ENGINEER IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

APPROVAL OF CITY COUNCIL.

I, THE UNDERSONED, CITY CLERK IN AND FOR THE CITY OF LIFEDIAN, ADA, COUNTY, DANG, DO HEREBY CERTBY THAT AT A REGULTR LIEBTHS OF THE CITY COUNCIL HELD ON THE $\sqrt{32}$ DAY OF $\sqrt{1000}$ DAY, DAY, THE DAY THAT AT DAY, ACCESTED AND APPROVED.

CERTIFICATE OF COUNTY SURVEYOR. IN AND FOR JOA COUNTY, DANG, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS FAIT IN CHAPLES WITH THE STATE OF DANG COUNTY, DANG, DO HEREBY CERTIFY THAT I CHAPLES WITH THE STATE OF DANG COOR RELATING TO PLATE AND SURVEYS.



CERTIFICATE OF THE COUNTY TREASURER WAY, FOR THE COUNTY OF ADA. STATE OF IDAHO, FOR THE REQUIREMENTS OF LC. SO-1308 DO HEREDY CERTEY THAT ANY AND ALL CURRENT AND/OR DELINCATED COUNTY PROPERTY TAXES FOR THE REPORTERY BRUILDED M THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE MEXT THRETY (30) DAYS ONLY.







COUNTY RECORDER'S CERTIFICATE

COUNTY OF ADA SS.

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ADA COUNTY RECORDER J. DAVID NAVARRO BOISE IDAHO 10/16/08 04:21 PM

DEPUTY Bonnie Oberbillig RECORDED – REQUEST OF Title One 108115008

AMOUNT 15.00

FIFTEENTH AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
PARAMOUNT SUBDIVISION
(To Annex Paramount Subdivision No. 16)

October 15, 2008

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, recorded April 21, 2004, as Instrument No. 104047957, records of Ada County, Idaho; which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated July 30, 2004, recorded August 3, 2004 as Instrument No. 104099257, records of Ada County, Idaho; which Master Declaration was amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated October 20, 2004, recorded October 26, 2004 as Instrument No. 104136673, records of Ada County, Idaho; which Master Declaration was amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated November 1, 2004, recorded November 5, 2004 as Instrument No. 104141495, records of Ada County, Idaho; which Master Declaration was amended by a Fourth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated July 12, 2005, recorded July 13, 2005 as Instrument No. 105094378, records of Ada County, Idaho; which Master Declaration was amended by a Fifth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated July 25, 2005, recorded July 27, 2005 as Instrument No. 105103178, records of Ada County, Idaho; which Master Declaration was amended by a Sixth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated August 4, 2005, recorded August 4, 2005 as Instrument No. 105108620, records of Ada County, Idaho; which Master Declaration was amended by a Seventh Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated September 23, 2005, recorded September 27, 2005 as Instrument No. 105142788, records of Ada County, Idaho; which Master Declaration was amended by an Eighth Amendment to Master Declaration of Covenants, Conditions, Restriction and easements for Paramount Subdivision dated November 1, 2005, recorded November 3, 2005 as Instrument No. 105166823, records of Ada County, Idaho; which Master Declaration was amended by a Ninth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated December 12, 2005, recorded December 13, 2005 as Instrument No. 105189698, records of Ada County,

Idaho; which Master Declaration was amended by a Tenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated February 1, 2006, recorded February 2, 2006 as Instrument No. 106017033, records of Ada County, Idaho; which Master Declaration was amended by an Eleventh Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated March 2, 2006, recorded March 6, 2006 as Instrument No. 106034549, records of Ada County, Idaho; which Master Declaration was amended by a Twelfth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated November 1, 2006, recorded November 1, 2006 as Instrument No. 106173072, records of Ada County, Idaho; which Master Declaration was amended by a Thirteenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated January 29, 2007, recorded January 30, 2007 as Instrument No. 107014024, records of Ada County, Idaho; which Master Declaration was amended by a Fourteenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated February 8, 2008, recorded February 13, 2008 as Instrument No. 108016265, records of Ada County, Idaho (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 purpose of this Fifteenth Amendment is 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, and to supplement the Master Declaration.

ARTICLE I. PROPERTY COVERED

The property which is covered by this Fifteenth Amendment and which shall be annexed under the Master Declaration is the real property owned by Brighton Development Inc., an Idaho corporation, and Paramount Owners Association, Inc., an Idaho corporation, described as follows (hereafter "Annexed Property"):

Lot 7 through and including Lot 16 of Block 40; Lot 5 through and including Lot 9 of Block 41; Lot 1 through and including Lot 13 of Block 50; and Lot 1 through and including Lot 6 of Block 51 of PARAMOUNT SUBDIVISION NO. 16 according to the official plat thereof filed in Book 101 of Plats at Pages 13322 thru 13324, 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 this Fifteenth Amendment shall have the same meaning as such words and 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 the 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. EFFECTIVE DATE

This Fifteenth 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, being the Grantor under the Master Declaration, and pursuant to Section 12.01 of the Master Declaration, has hereunto executed this Fifteenth Amendment as of the date and year first above written.

PARAMOUNT DEVELOPMENT, INC., an Idaho

GRANTOR:

corporation

By: Ille Murubul	
David W. Turnbull, President	
STATE OF IDAHO)	
) ss:	
County of Ada)	
On this	of ig id
Notary Public for Idaho My Commission Expires: 10/6/2011 Fifteenth Amendifient To Master Declaration - 3	

CONSENT OF OWNER OF ANNEXED PROPERTY (All except Lot 16, Block 40):

Brighton Development Inc. hereby consents to the Grantor's annexation of the Annexed Property described herein into Paramount Subdivision, which Annexed Property is now subject to the terms and conditions of the Master Declaration as amended from time to time, pursuant to this Fifteenth Amendment.

BRIGHTON DEVELOPMENT INC., an Idaho

corporation

By:

David W. Turnbull, President

STATE OF IDAHO

County of Ada

On this ______ day of October, 2008, 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.

) ss:

Notary Public for Idaho

My Commission Expires: 10/6/2011

CONSENT OF OWNER OF ANNEXED PROPERTY (Lot 16, Block 40):

Paramount Owners Association, Inc. hereby consents to the Grantor's annexation of the Annexed Property described herein into Paramount Subdivision, which Annexed Property is now subject to the terms and conditions of the Master Declaration as amended from time to time, pursuant to this Fifteenth Amendment.

PARAMOUNT OWNERS ASSOCIATION, INC., an Idaho corporation

Beter I Oliver Preside

STATE OF IDAHO

) ss:

County of Ada

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: 10/6/2011

6

After recording, please return to: Brighton Corporation 12601 W. Explorer Drive, Suite 200 Boise, Idaho 83713 Attn: Legal Department ADA COUNTY RECORDER J. DAVID NAVARRO BOISE IDAHO 06/25/09 04:45 PM DEPUTY Bonnie Oberbillig RECORDED – REQUEST OF

AMOUNT 18.00

109074922

SIXTEENTH AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
PARAMOUNT SUBDIVISION
(Common Area Lots)

Title One

June 24, 2009

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, recorded April 21, 2004, as Instrument No. 104047957, records of Ada County, Idaho; which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated July 30, 2004, recorded August 3, 2004 as Instrument No. 104099257, records of Ada County, Idaho; which Master Declaration was amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated October 20, 2004, recorded October 26, 2004 as Instrument No. 104136673, records of Ada County, Idaho; which Master Declaration was amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated November 1, 2004, recorded November 5, 2004 as Instrument No. 104141495, records of Ada County, Idaho; which Master Declaration was amended by a Fourth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated July 12, 2005, recorded July 13, 2005 as Instrument No. 105094378, records of Ada County, Idaho; which Master Declaration was amended by a Fifth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated July 25, 2005, recorded July 27, 2005 as Instrument No. 105103178, records of Ada County, Idaho; which Master Declaration was amended by a Sixth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated August 4, 2005, recorded August 4, 2005 as Instrument No. 105108620, records of Ada County, Idaho; which Master Declaration was amended by a Seventh Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated September 23, 2005, recorded September 27, 2005 as Instrument No. 105142788, records of Ada County, Idaho; which Master Declaration was amended by an Eighth Amendment to Master Declaration of Covenants, Conditions, Restriction and easements for Paramount Subdivision dated November 1, 2005, recorded November 3, 2005 as Instrument No. 105166823, records of Ada County, Idaho; which Master Declaration was amended by a Ninth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated December 12, 2005, recorded December 13, 2005 as instrument No. 105189698, records of Ada County,

Idaho; which Master Declaration was amended by a Tenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated February 1, 2006, recorded February 2, 2006 as Instrument No. 106017033, records of Ada County, Idaho; which Master Declaration was amended by an Eleventh Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated March 2, 2006, recorded March 6, 2006 as Instrument No. 106034549, records of Ada County, Idaho; which Master Declaration was amended by a Twelfth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated November 1, 2006, recorded November 1, 2006 as Instrument No. 106173072, records of Ada County, Idaho; which Master Declaration was amended by a Thirteenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated January 29, 2007, recorded January 30, 2007 as Instrument No. 107014024, records of Ada County, Idaho; which Master Declaration was amended by a Fourteenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated February 8, 2008, recorded February 13, 2008 as Instrument No. 108016265, records of Ada County, Idaho; which Master Declaration was amended by a Fifteenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated October 15, 2008, recorded October 16, 2008 as Instrument No. 108115008, records of Ada County, Idaho (collectively hereafter as amended "Master Declaration");

WHEREAS, Section 12.01 of the Master Declaration authorizes the Grantor to annex additional property into Paramount Subdivision, which additional property, when annexed, is brought within the provisions of the Master Declaration;

WHEREAS, some previous annexations into Paramount Subdivision recorded by Grantor inadvertently omitted lots which are Common Area owned and maintained by the Association;

WHEREAS, some previous annexations into Paramount Subdivision recorded by Grantor included some lots which are Common Area owned and maintained by the Association, but such lots had already been conveyed to the Association; and

WHEREAS, the purpose of this Sixteenth Amendment is for the Grantor and Association to confirm annexation of the above described lots which are Common Area, and that such lots are and continue to be a part of Paramount Subdivision, and are subject to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration, and to supplement the Master Declaration hereby.

ARTICLE I. PROPERTY COVERED

The lots which are Common Area as described in this Sixteenth Amendment and which are hereby confirmed to be annexed under the Master Declaration, and a part of the Paramount Subdivision, are as follows (collectively "Common Area Lots"):

Subdivision	Lot / Block	Plat Instrument No.
No. 4	Lots 11 & 21, Block 5	104136323
No. 5	Lot 12, Block 21	105090433

No. 6	Lot 45, Block 8	105107025
No. 8	Lots 2 & 14, Block 19	105164175
No. 9	Lot 1, Block 28	105188282
No. 10	Lot 1, Block 29	106014026
No. 11	Lot 11, Block 17	106018714
No. 12	Lot 19, Block 25	106162517
No. 14	Lot 6, Block 33	107146424
No. 15	Lot 1, Block 41 Lot 1, Block 42 Lot 1, Block 43 Lot 1-2, Block 44 Lot 1, Block 45 Lot 1, Block 46 Lot 1, Block 47 Lot 1, Block 48 Lot 1, Block 49	107146438

according to the official plat thereof filed in the records of Ada County, Idaho.

ARTICLE II. <u>DEFINED TERMS</u>

Unless the context otherwise specifies or requires, the words and phrases in this Sixteenth Amendment shall have the same meaning as such words and phrases are defined in the Master Declaration.

ARTICLE III. ANNEXATION AND DECLARATION

Pursuant to Section 12.01 of the Master Declaration, the Grantor hereby confirms and declares that the Common Area Lots are annexed to Paramount Subdivision, and are within the provisions of the Master Declaration, and are subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

ARTICLE IV. EFFECTIVE DATE

This Sixteenth Amendment shall be effective as of the applicable dates of the original intended annexations of the various Common Area Lots described herein.

[End of Text]

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

GRANTOR:

PARAMOUNT DEVELOPMENT INC., an Idaho

corporation

By: North W. Tarriball B

David W. Turnbuil, President

STATE OF IDAHO

) ss:

County of Ada

On this day of June, 2009, 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 PARAMOUNT 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.

certificate first above written.

Notary Public for Idaho Residing: Wisculp

My Commission Expires: 1.24.11

CONFIRMATION AND CONSENT OF ASSOCIATION AS OWNER OF THE COMMON AREA LOTS:

Paramount Owners Association, Inc., an Idaho corporation, hereby consents to the confirms that the Common Area Lots are a part of Paramount Subdivision, and consents to the Grantor's annexation of the Common Area Lots contained herein, which Common Area Lots are subject to the terms and conditions of the Master Declaration as amended from time to time.

PARAMOUNT OWNERS ASSOCIATION, INC., an Idaho corporation

By: Peter J. Oliver, President

STATE OF IDAHO

County of Ada

On this _____day of June, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared PETER J. OLIVER, known or identified to me to be the President of PARAMOUNT OWNERS ASSOCIATION, 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.

PUBLIC OF THE OF THE PROPERTY OF THE OF THE

) ss:

Notary Public for Idaho Residing: 219 10

My Commission Expires: 1.24 1

CONSENT TO AMENDMENT:

U.S. BANK NATIONAL ASSOCIATION

11160	
By: //// Mark A. Jensen, Vice-President	
STATE OF IDAHO)	
STATE OF IDAHO)) ss: County of Ada)	
identified to me to be a Vice-Pres banking association that executed the	June, 2009, before me, the undersigned, a e, personally appeared MARK A. JENSEN, known or ident of U.S. BANK NATIONAL ASSOCIATION, the foregoing instrument or the person who executed the aid banking association, and acknowledged to me that he same.
IN WITNESS WHEREOF, I the day and year in this certificate first	nave hereunto set my hand and affixed my official seal st above written.
TAMI L GRIGSBY Notary Public State of Idaho	Notary Public for Idaho Residing:Boise, Idaho My Commission Expires:10-1-2014

After recording, please return to: Brighton Corporation 12601 W. Explorer Drive, Suite 200 Boise, Idaho 83713 Attn: Legal Department ADA COUNTY RECORDER J. DAVID NAVARRO BOISE IDAHO 06/25/09 04:45 PM DEPUTY Bonnie Oberbillig [1] [] [] [] [

DEPUTY Bonnle Oberbillig RECORDED - REQUEST OF Title One AMOUNT 18.00

109074923

SEVENTEENTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PARAMOUNT SUBDIVISION (Completion of Improvements)

June 24, 2009

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, recorded April 21, 2004, as Instrument No. 104047957, records of Ada County, Idaho; which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated July 30, 2004, recorded August 3, 2004 as Instrument No. 104099257, records of Ada County, Idaho; which Master Declaration was amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated October 20, 2004, recorded October 26, 2004 as Instrument No. 104136673, records of Ada County, Idaho; which Master Declaration was amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated November 1, 2004, recorded November 5, 2004 as Instrument No. 104141495, records of Ada County, Idaho; which Master Declaration was amended by a Fourth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated July 12, 2005, recorded July 13, 2005 as Instrument No. 105094378, records of Ada County, Idaho; which Master Declaration was amended by a Fifth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated July 25, 2005, recorded July 27, 2005 as Instrument No. 105103178, records of Ada County, Idaho; which Master Declaration was amended by a Sixth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated August 4, 2005, recorded August 4, 2005 as Instrument No. 105108620, records of Ada County, Idaho; which Master Declaration was amended by a Seventh Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated September 23, 2005, recorded September 27, 2005 as Instrument No. 105142788, records of Ada County, Idaho; which Master Declaration was amended by an Eighth Amendment to Master Declaration of Covenants, Conditions, Restriction and easements for Paramount Subdivision dated November 1, 2005, recorded November 3, 2005 as Instrument No. 105166823, records of Ada County, Idaho; which Master Declaration was amended by a Ninth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated December 12, 2005, recorded December 13, 2005 as

Instrument No. 105189698, records of Ada County, Idaho; which Master Declaration was amended by a Tenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated February 1, 2006, recorded February 2, 2006 as Instrument No. 106017033, records of Ada County, Idaho; which Master Declaration was amended by an Eleventh Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated March 2, 2006, recorded March 6, 2006 as Instrument No. 106034549, records of Ada County, Idaho; which Master Declaration was amended by a Twelfth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated November 1, 2006, recorded November 1, 2006 as instrument No. 106173072, records of Ada County, Idaho; which Master Declaration was amended by a Thirteenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated January 29, 2007, recorded January 30, 2007 as Instrument No. 107014024, records of Ada County, Idaho; which Master Declaration was amended by a Fourteenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated February 8, 2008, recorded February 13, 2008 as Instrument No. 108016265, records of Ada County, Idaho; which Master Declaration was amended by a Fifteenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated October 15, 2008, recorded October 16, 2008 as Instrument No. 108115008, records of Ada County, Idaho; which Master Declaration was amended by a Sixteenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated June 29 109074922 _, records of Ada County, Idaho (collectively hereafter as amended "Master Declaration");

WHEREAS, Section 14.02(b) of the Master Declaration authorizes amendments of the Master Declaration by a majority of the total of the Class B Member votes cast by the Class B Member(s); and

WHEREAS, the Grantor holds all of the Class B Member votes; and

WHEREAS, the purpose of this Seventeenth Amendment is for the Grantor to clarify and address provisions in the Master Declaration regarding the construction of Improvements on a Lot, and to supplement the Master Declaration hereby.

ARTICLE I AMENDMENT OF DEFINED TERMS

The definitions of "Building" and "Improvements" in Article III shall be deleted and replaced in its entirety with the following definition:

"Building: A structure, whether complete, substantially complete, or partially complete, including, but not limited to, a foundation for such structure, constructed on a Lot on a temporary or permanent basis and unless specified to the contrary, shall include all other appurtenances and improvements thereto or used in connection therewith, whether complete, substantially complete or partially complete."

"Improvements: All structures and appurtenances thereto of all kinds and types, including, whether complete, substantially complete or partially complete, including but not limited to, Buildings, roads, driveways, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs and lighting. Improvements shall not include those items which are located totally on the interior of a Building and cannot be readily observed when outside thereof."

Unless the context otherwise specifies or requires, the words and phrases in this Seventeenth Amendment shall have the same meaning as such words and phrases are defined in Article III of the Master Declaration.

ARTICLE II AMENDMENTS TO OTHER DECLARATION PROVISIONS

2.01 Section 5.03 is hereby deleted and replaced it in its entirety with the following new Section 5.03:

"SECTION 5.03 Approval of Use and Plans; Completion of Construction. No Improvements shall be built, constructed, erected, placed or materially altered within the Property unless and until the plans, specifications and site plan therefore have been reviewed in advance and approved by the ACC in accordance with the provisions of Article XI, below. Once an Owner commences construction of an Improvement on a Lot, an Owner shall have one hundred eighty (180) days from commencement of construction to complete such Improvement. Grantor and/or ACC are hereby granted the authority, but not the obligation, to cause Owner to complete or remove any Improvements which are not completed within such period, with all costs and expenses incurred to do so at such Owner's cost and expense, and subject to a Limited Assessment for payment therefor."

- 2.02 Section 9.04(a) is hereby deleted and replaced in its entirety with the following new Section 9.04(a):
 - "(a) Maintenance and Repair. The Association shall have the power, but not the obligation, to incur expenses for maintenance and repair of any Lot or the maintenance, repair, completion or removal of, any Improvement on a Lot, including the Street Landscape Strip (as defined in Section 5.14(b) above), if such maintenance and repair, completion or removal, is necessary to protect the Common Area or any other portion of the Property, and/or the existence of the condition of the Lot and/or Improvement reflects anything other than a first-class residential subdivision, as determined by the Board in its discretion, and if the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable timeframe after written notice of the necessity thereof has been delivered by the Board to said Owner. The Board shall levy a Limited Assessment against the Owner of the Lot owned by said Owner to pay for the cost of such maintenance and repair, and any other cost or expense, including attorneys' fees arising out

of or incident to such maintenance and repair and the Assessment therefor."

2.04 Section 11.08 is hereby deleted and replaced in its entirety with the following new Section 11.08:

"SECTION 11.08 Completion Security Deposit. At the time of the submission of the application under Section 11.07, above, the Owner shall deposit with the ACC, as a completion security deposit (hereafter "Completion Deposit"), such amount as shall be determined by the ACC from time to time. The Completion Deposit shall be held by the ACC as security for the timely completion by the Owner of the improvements on the Lot as approved by the ACC, including, the deadlines for the completion of Improvements described in Section 5.03 and/or specifically landscaping in Section 5.25. Upon such timely completion, the Completion Security Deposit shall be returned to the Owner without interest. If the Owner fails to timely complete such Improvements within such designated periods, the ACC shall have the right to deduct from such Completion Deposit the amount of any penalties, off-sets, costs and repairs as set forth in this Master Declaration or the ACC Rules/ACC Standards, including any costs which may be paid or incurred by the Association or a third party to complete or remove such improvements, as the case may be. The Inspection Fee(s) payable by an Owner to the ACC under Section 11.17, below, may be deducted from the Completion Deposit, if any, held by the ACC."

ARTICLE III EFFECTIVE DATE

This Seventeenth 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 has hereunto executed this Seventeenth Amendment as of the date and year first above written.

GRANTOR:

PARAMOUNT DEVELOPMENT INC.

STATE OF IDA	HO)			
STATE OF IDA County of Ada) ss:)			
corporation, the executed the for	e corporation that	at executed the at on behalf of said	foregoing instrum	e me, the undersigned, a V. TURNBULL, known or PMENT INC., an Idaho nent or the person who acknowledged to me that

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
Residing: LD
My Commission Expires: 1.24.11

CONSENT TO AMENDMENT:

U.S. BANK NATIONAL ASSOCIATION

By: Mark A. Jensen, Vice-President

STATE OF IDAHO) ss: County of Ada)

On this <u>24</u> day of <u>June</u>, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared MARK A. JENSEN, known or identified to me to be a Vice-President of **U.S. BANK NATIONAL ASSOCIATION**, the banking association that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said banking association, and acknowledged to me that such banking association 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.

TAMI L GRIGSBY
Notary Public
State of Idaho

Notary Public for Idaho

My Commission Expires: 10-1-2014

After recording, please return to: Brighton Corporation 12601 W. Explorer Drive, Suite 200 Bolse, Idaho 83713 Attn: Legal Department ADA COUNTY RECORDER J. DAVID NAVARRO

BOISE IDAHO 08/25/09 04:45 PM

DEPUTY Bonnie Oberbillig

RECORDED—REQUEST OF

Title One

AMOUNT 15.00 5

109974924

EIGHTEENTH AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
PARAMOUNT SUBDIVISION
(Grantor)

June 24, 2009

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, recorded April 21, 2004, as Instrument No. 104047957, records of Ada County, Idaho; which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated July 30, 2004, recorded August 3, 2004 as Instrument No. 104099257, records of Ada County, Idaho; which Master Declaration was amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated October 20, 2004, recorded October 26, 2004 as Instrument No. 104136673, records of Ada County, Idaho; which Master Declaration was amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated November 1, 2004, recorded November 5, 2004 as Instrument No. 104141495, records of Ada County, Idaho; which Master Declaration was amended by a Fourth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated July 12, 2005, recorded July 13, 2005 as Instrument No. 105094378, records of Ada County, Idaho; which Master Declaration was amended by a Fifth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated July 25, 2005, recorded July 27, 2005 as Instrument No. 105103178, records of Ada County, Idaho; which Master Declaration was amended by a Sixth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated August 4, 2005, recorded August 4, 2005 as Instrument No. 105108620, records of Ada County, Idaho; which Master Declaration was amended by a Seventh Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated September 23, 2005, recorded September 27, 2005 as Instrument No. 105142788, records of Ada County, Idaho; which Master Declaration was amended by an Eighth Amendment to Master Declaration of Covenants, Conditions, Restriction and easements for Paramount Subdivision dated November 1, 2005, recorded November 3, 2005 as Instrument No. 105166823, records of Ada County, Idaho; which Master Declaration was amended by a Ninth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated December 12, 2005, recorded December 13, 2005 as Instrument No. 105189698, records of Ada County,

Idaho; which Master Declaration was amended by a Tenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated February 1, 2006, recorded February 2, 2006 as Instrument No. 106017033, records of Ada County, Idaho; which Master Declaration was amended by an Eleventh Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated March 2, 2006, recorded March 6, 2006 as Instrument No. 106034549, records of Ada County, Idaho; which Master Declaration was amended by a Twelfth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated November 1, 2006, recorded November 1, 2006 as Instrument No. 106173072, records of Ada County, Idaho; which Master Declaration was amended by a Thirteenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated January 29, 2007, recorded January 30, 2007 as Instrument No. 107014024, records of Ada County, Idaho; which Master Declaration was amended by a Fourteenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated February 8, 2008, recorded February 13, 2008 as Instrument No. 108016265, records of Ada County, Idaho; which Master Declaration was amended by a Fifteenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated October 15, 2008, recorded October 16, 2008 as Instrument No. 108115008, records of Ada County, Idaho, which Master Declaration was amended by a Sixteenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated June 24 , 2009, recorded June 25 , 2009, as Instrument No. 109074922 , records of Ada County, Idaho; which Master Declaration was amended by a Seventeenth Amendment to Master Declaration of Covenants, Conditions, Restriction and Easements for Paramount Subdivision dated June 24 ____, 2009, recorded ______, 2009, as Instrument 109074923 , records of Ada County, Idaho (collectively hereafter as amended "Master Declaration"):

WHEREAS, Section 14.02(b) of the Master Declaration authorized amendments of the Master Declaration pursuant to Section 14.02(b) by a majority of the total of the Class B Member votes cast by the Class B Member(s); and

WHEREAS, the Grantor holds all of the Class B Member votes; and

WHEREAS, the Grantor desires to amend the Master Declaration to clarify the definition of "Grantor"; and

WHEREAS, the purpose of this Eighteenth Amendment is to effectuate the foregoing recitals.

ARTICLE I AMENDMENT OF DEFINED TERMS

The definition of "Grantor" in Article III shall be deleted and replaced in its entirety with the following definition:

"Grantor: The undersigned Grantor, so long as it owns at least one (1) Lot in the Property. The undersigned Grantor may convey, assign and transfer its rights as "Grantor" in the Master Declaration to another entity, so long as the following occur: (i) at the time of such transfer, the entity owns at least one (1) Lot in the Property; and (ii) the Grantor records a document evidencing such conveyance, assignment and transfer of its rights as "Grantor" to such entity in the records of Ada County, Idaho. A transferee of the Grantor's rights as described herein may also transfer its rights as described above."

Unless the context otherwise specifies or requires, the words and phrases in this Eighteenth Amendment shall have the same meaning as such words and phrases are defined in Article III of the Master Declaration.

ARTICLE II

EFFECTIVE DATE

This Eighteenth 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 has hereunto executed this Eighteenth Amendment as of the date and year first above written.

GRANTOR:

PARAMOUNT DEVELOPMENT INC., an idaho corporation,

STATE OF IDAHO) ss: County of Ada)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

PUBLIC OF DESIGNATION OF THE PROPERTY OF THE P

Notary Public for Idaho Residing: 609 10

My Commission Expires: 1.24.11

CONSENT TO AMENDMENT:

TAMI L GRIGSBY Notary Public State of Idaho

U.S. BANK NATIONAL ASSOCIATION

By: Mark A. Jensen, Vice-President
STATE OF IDAHO)) ss: County of Ada)
On this 24 day of June , 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared MARK A. JENSEN, known or identified to me to be a Vice-President of U.S. BANK NATIONAL ASSOCIATION, the banking association that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said banking association, and acknowledged to me that such banking association 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: 10-1-2014

DEPUTY Vicki Allen
RECORDED — REQUEST OF
Brighton Development



AMOUNT 33.00

11

NINETEENTH AMENDMENT TO MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
PARAMOUNT SUBDIVISION
(Authorized Agent for Grantor; Side Yard Easements)

November 3, 2009

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, recorded April 21, 2004, as Instrument No. 104047957, records of Ada County, Idaho; which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated July 30, 2004, recorded August 3, 2004 as Instrument No. 104099257, records of Ada County, Idaho; which Master Declaration was amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated October 20, 2004, recorded October 26, 2004 as Instrument No. 104136673, records of Ada County, Idaho; which Master Declaration was amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated November 1, 2004, recorded November 5, 2004 as Instrument No. 104141495, records of Ada County, Idaho; which Master Declaration was amended by a Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated July 12, 2005, recorded July 13, 2005 as Instrument No. 105094378, records of Ada County, Idaho: which Master Declaration was amended by a Fifth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated July 25, 2005, recorded July 27, 2005 as Instrument No. 105103178, records of Ada County, Idaho; which Master Declaration was amended by a Sixth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated August 4, 2005, recorded August 4, 2005 as Instrument No. 105108620, records of Ada County, Idaho; which Master Declaration was amended by a Seventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated September 23, 2005, recorded September 27, 2005 as Instrument No. 105142788, records of Ada County, Idaho; which Master Declaration was amended by an Eighth Amendment to Master Declaration of Covenants, Conditions, Restrictions and easements for Paramount Subdivision dated November 1, 2005, recorded November 3, 2005 as Instrument No. 105166823, records of Ada County, Idaho; which Master Declaration was amended by a Ninth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated December 12, 2005, recorded December 13, 2005 as Instrument No. 105189698, records of Ada County, Idaho; which Master Declaration was amended by a Tenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated February 1, 2006, recorded February 2, 2006 as Instrument No. 106017033, records of Ada County, Idaho; which Master Declaration was amended by an Eleventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated March 2, 2006, recorded March 6, 2006 as Instrument No. 106034549, records of Ada County, Idaho; which Master Declaration

NINETEENTH AMENDMENT TO MASTER DECLARATION - 1

was amended by a Twelfth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated November 1, 2006, recorded November 1, 2006 as Instrument No. 106173072, records of Ada County, Idaho; which Master Declaration was amended by a Thirteenth Amendment to Master Declaration of Covenants. Conditions, Restrictions and Easements for Paramount Subdivision dated January 29, 2007, recorded January 30, 2007 as Instrument No. 107014024; which Master Declaration was amended by a Fourteenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated February 8, 2008, recorded February 13, 2008 as Instrument No. 108016265, records of Ada County, Idaho; which Master Declaration was amended by a Fifteenth Amendment to Master Declaration of Covenants. Conditions, Restrictions and Easements for Paramount Subdivision dated October 15, 2008, recorded October 16, 2008 as Instrument No. 108115008, records of Ada County, Idaho. which Master Declaration was amended by a Sixteenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated June 24, 2009, recorded June 25, 2009, as instrument No. 109074922, records of Ada County, Idaho; which Master Declaration was amended by a Seventeenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated June 24. 2009, recorded June 25, 2009, as Instrument No. 109074923, records of Ada County, Idaho; which Master Declaration was amended by an Eighteenth Amendment to Master Declaration of Covenants, Conditions, Restrictionss and Easements for Paramount Subdivision dated June 24, 2009, recorded June 25, 2009, as Instrument No. 109074924 (collectively hereafter as amended "Master Declaration");

WHEREAS, Section 14.02(b) of the Master Declaration authorizes amendments of the Master Declaration pursuant to Section 14.02(b) by a majority of the total of the Class B Member votes cast by the Class B Member(s); and

WHEREAS, the Grantor holds all of the Class B Member votes; and

WHEREAS, the Grantor desires to amend the Master Declaration to revise the definition of "Grantor" and to add provisions regarding side-yard easements; and

WHEREAS, the Grantor desires to record this Nineteenth Amendment to effectuate the foregoing purposes.

ARTICLE I.

AMENDMENT OF DEFINED TERMS

The definition of "Grantor" in Article III shall be deleted and replaced in its entirety with the following definition:

"Grantor: Paramount Development, Inc., or any affiliate of Paramount Development, Inc., for as long as Paramount Development, Inc., or such affiliate owns at least one (1) Lot in the Property, or Paramount Development, Inc. or such affiliate owns any real property which will be annexed into the Subdivision in the future. Paramount Development, Inc., hereby designates Brighton Corporation, an Idaho corporation, to be the "Designated Agent" for the Grantor (whether Paramount Development, Inc. or an affiliate is the Grantor as described herein) to sign any and all documents and take any and all actions on behalf of Grantor which are permitted to be made or done by Grantor in this Master Declaration, including, but not limited to, the recording of amendments to this Master Declaration. Any documents and/or acts taken

by Brighton Corporation as Designated Agent may be relied upon as the act of the Grantor, unless Brighton Corporation's authority as Designated Agent is revoked as provided herein. Grantor may at any time revoke the status of Brighton Corporation as Designated Agent, and appoint a new "Designated Agent" for Grantor by recording such revocation and/or appointment in the records of Ada County, Idaho."

Unless the context otherwise specifies or requires, the words and phrases in this Nineteenth Amendment shall have the same meaning as such words and phrases are defined in Article III of the Master Declaration.

ARTICLE II.

GRANTING OF SIDE-YARD EASEMENTS

Section 5.07 of the Master Declaration is hereby amended by adding the following new subsection (g):

"(g) Side-Yard Easements.

- (i) Granting of Specific Easements. For Lots that are adjacent to, and served by, alleys, the Grantor shall have the right at any time to declare and create an easement, not to exceed ten feet (10') in width (hereafter "Side-Yard Easement") on, over, along and across any Lot (hereafter "Servient Lot") within the Subdivision, which Side-Yard Easement shall be adjacent to and along the whole of the side yard lot line that abuts an adjacent Lot (hereafter "Dominant Lot"). A Side-Yard Easement shall, if so declared and created by the Grantor, except as expressly provided to the contrary hereafter, be for the sole and exclusive use of the Dominant Lot, provided that there shall be only one (1) such Side-Yard Easement on each Servient Lot. If the Grantor grants and conveys a Side-Yard Easement on a Lot in accordance with this Section, the Grantor shall delineate the specific easement area ("Side-Yard Easement Area") over which a Side-Yard Easement is granted on a particular Lot by recording it in at least one of the following written instruments in the records of Ada County, Idaho: (i) a plat of the Subdivision; (ii) an amendment of this Master Declaration; and/or (iii) by a separate Declaration of Side-Yard Easement.
- (ii) <u>Purpose of Side-Yard Easements</u>. The purpose of the Side-Yard Easements are to allow the Owner of the Dominant Lot the right to perpetually use and maintain, on an exclusive basis (except as expressly provided to the contrary hereafter), the area within the Side-Yard Easement for any use or purpose for which the Dominant Lot may be used, subject to applicable setbacks as provided in the Master Declaration or required by the applicable ordinances of the City of Meridian, Idaho, as modified by any special or conditional use permit granted by the City of Meridian, Idaho, and relating to Paramount Subdivision.
- (iii) <u>Easements Appurtenant</u>. A Side-Yard Easement shall be an easement appurtenant to the Dominant Lot and cannot be separated from the Dominant Lot or transferred or assigned by the Owner of the Dominant Lot separate from the conveyance of fee title to the Dominant Lot. A conveyance of fee title to the Dominant Lot shall constitute a conveyance, transfer and assignment of all right, title and interest in and to the Side-Yard Easement to the recipient of fee title to the Dominant Lot notwithstanding any provision in the document(s) of conveyance to the contrary or if such document(s) of conveyance is silent with respect to such Side-Yard Easement.

- (iv) <u>Covenants Running with Land No Termination</u>. Each Side-Yard Easement declared and created by the Grantor hereunder shall be a perpetual easement running with the iand and shall inure to the benefit of and be binding upon the Owner of the Servient Lot and the Dominant Lot and their respective successors and assigns including, without limitation, all subsequent owners of either the Servient Lot and the Dominant Lot and all persons claiming under and through them. Each Side-Yard Easements declared and created by the Grantor shall not terminate by lapse of time, non-use or the lack of maintenance.
- (v) Right of Access by Servient Lot. Notwithstanding the exclusive nature of the Side-Yard Easements as may be declared and created by the Grantor hereunder, the Owner or Occupant of the Servient Lot, and their employees, agents and contractors, shall have the right to enter upon the Side-Yard Easement located on the Servient Lot, if such entry is necessary for the maintenance, repair or restoration of the improvements located on the Servient Lot. Any such entry by the Owner or Occupant of the Servient Lot, or their employees, agents or contractors, shall be at such time(s) and intervals as shall minimize the inconvenience of the Owner or Occupant of the Dominant Lot, and, when possible, shall be made after notice, written or oral, given to the Owner or Occupant of the Dominant Lot. The Owner or Occupant of the Servient Lot shall be responsible for the repair of any damage to any property, including landscaping, located on the Side-Yard Easement resulting from such entry, which repair shall be made promptly after such entry, but in no event more than ten (10) days thereafter.
- (vi) Right to Mortgage. The Owner of the Dominant Lot shall have the right to mortgage such Owner's rights with respect to a Side-Yard Easement which is appurtenant to such Owner's Lot, if required by the mortgagee, and, in such event, the mortgagee of an Owner's interest in the Side-Yard Easement shall have no obligation hereunder unless and until the mortgagee acquires the fee title to the mortgaged property. The mortgage by the Owner of a Servient Lot shall be subordinate to and junior to the right of the Owner of the Dominant Lot in and to a Side-Yard Easement, if any, located on the Servient Lot.
- (vii) <u>Acceptance and Succession</u>. If a Side-Yard Easement is declared and created by the Grantor, each Owner of the Servient Lot, and each successor Owner of the Servient Lot, by the acceptance of a deed to the Servient Lot, shall be deemed to agree to, and to be bound by, the terms, conditions and covenants of this Section. The rights and obligations contained in this Section shall bind each Owner of a Lot within the Subdivision, the such Owner's Occupants, heirs, personal representatives, successors and assigns.
- (viii) <u>Indemnification</u>. From and after the date that the Grantor declares and creates a Side-Yard Easement on a Lot, the Owner of each Dominant Lot shall indemnify, save and hold harmless the Owner of the Servient Lot, and such Owner's heirs, personal representatives, successors and assigns, from and against any claim, liability, damage, judgment, cost or expense, of whatever kind or nature, including attorneys fees, arising from or relating to the use by the Owner of the Dominant Lot of the Side-Yard Easement located on the Servient Lot.
- (ix) <u>Settlement of Disputes Concerning Side-Yard Easements</u>. In the event of any dispute arising between the Owner of a Dominant Lot and the Owner of a Servient Lot concerning a Side-Yard Easement located on the Servient Lot, or a dispute between said Owners involving the Interpretation of this Article, the matter shall be submitted to the Board of the Association, which shall act as a Board of Arbitration and shall proceed in accordance with the rules and procedures of the American Arbitration Association then in effect, and the decision of the majority of the members of the Board shall be binding on the respective Owners of the Servient Lot and the Dominant Lot.

ARTICLE III.

SIDE-YARD EASEMENTS SUBDIVISION NO. 16

The Grantor hereby grants and conveys the following Side-Yard Easements for the following Lots, as such Lots are shown in the Plat showing Subdivision No. 16, recorded in the records of Ada County, Idaho, as described below:

A Side-Yard Easement over, under, through and across, the most northwesterly five feet (5.00') of the Servient Lot ("Side-Yard Easement Area"), which Side-Yard Easement Area abuts, is parallel and adjacent to, the lot line common to the Servient Lot (as defined below) and the Dominant Lot (as defined below), for the benefit of the Dominant Lot.

Lots 1 & 2, Block 50:

<u>Servient Lot</u>: Lot 2, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

<u>Dominant Lot</u>: Lot 1, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

Lots 2 & 3, Block 50:

Servient Lot: Lot 3, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

<u>Dominant Lot</u>: Lot 2, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

Lots 3 & 4, Block 50:

Servient Lot: Lot 4, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

Dominant Lot: Lot 3, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

Lots 4 & 5, Block 50:

<u>Servient Lot</u>: Lot 5, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

<u>Dominant Lot</u>: Lot 4, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

Lots 5 & 6, Block 50:

<u>Servient Lot</u>: Lot 6, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

<u>Dominant Lot</u>: Lot 5, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

Lots 6 & 7, Block 50:

<u>Servient Lot</u>: Lot 7, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

<u>Dominant Lot</u>: Lot 6, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

Lots 7 & 8, Block 50:

<u>Servient Lot</u>: Lot 8, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

<u>Dominant Lot</u>: Lot 7, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

Lots 8 & 9. Block 50:

<u>Servient Lot</u>: Lot 9, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

<u>Dominant Lot</u>: Lot 8, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

Lots 9 & 10, Block 50:

<u>Servient Lot</u>: Lot 10, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

<u>Dominant Lot</u>: Lot 9, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

Lots 10 & 11, Block 50:

<u>Servient Lot</u>: Lot 11, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

<u>Dominant Lot</u>: Lot 10, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

Lots 12 & 13, Block 50:

<u>Servient Lot</u>: Lot 13, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

<u>Dominant Lot</u>: Lot 12, Block 50, PARAMOUNT SUBDIVISION NO. 16, according to the official plat thereof filed in Book 101 of Plats at Pages 13322 through and including 13324, records of Ada County Idaho.

[End of Text]

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

GRANTOR:

PARAMOUNT DEVELOPMENT, INC., an Idaho corporation

By: Mulliman President

ACCEPTANCE AS DESIGNATED AGENT FOR GRANTOR:

BRIGHTON CORPORATION, an Idaho corporation

By: Manager David W. Turnbull, President

STATE OF IDAHO)	
County of Ada)	
On this 30th day of 2009, before me, the undersigned, Notary Public in and for said State, personally appeared DAVID W. TURNBULL, known identified to me to be the President of PARAMOUNT DEVELOPMENT, INC., an Ida corporation, the corporation that executed the foregoing instrument or the person who execut the foregoing instrument on behalf of said corporation, and acknowledged to me that su corporation executed the same.	iho ted
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal to day and year in this certificate first above written. Notary Public for Idaho Residing at: Where Public for Idaho Residing at: My Commission Expires: Notary Public for Idaho Residing at: My Commission Expires:	ihe
STATE OF IDAHO) ss: County of Ada On this day of	the ing
instrument on behalf of said corporation, and acknowledged to me that such corporat executed the same.	ion
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal to day and year in this certificate first above written.	the
Notary Public for Idaho Residing at: My Commission Expires: 10 - 6 - 2011	

CONSENT TO SIDE-YARD EASEMENTS DESCRIBED AND GRANTED HEREIN (CURRENT AFFECTED OWNERS IN SUBDIVISION NO. 16 NOT RELATED TO GRANTOR):

OWNER OF LOT 12, BLOCK 50: State of Idaho) \$8. County of Ada On this 36 day of eth har, 2009, before me, a Notary in and for said State, personally appeared ERIC M. MAIER, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificat written. Notary Public for Residing at 177~ My commission expires State of Idaho 14000000000 County of Ada On this 3 60t day of & the 2009, before me, a Notary in and for said State, personally appeared MICHAEL K. MAIER, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. In witness whereof. I have hereunto set my hand and affixed my official seal the day

OWNER OF LOT 13, BLOCK 50:

MARK MUGUIRA

State of Idaho

On this 37d day of 000, before me, a Notary in and for said State, personally appeared MARK MUGUIRA and PATRICIA MUGUIRA, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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 Residing at Mark My commission expires 10. 1.2511

BOISE IDAHO 03/18/11 04:33 PM DEPUTY Bonale Oberbillig RECORDED -- REQUEST OF Brighton Caro AMOUNT 19.00

TWENTIETH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PARAMOUNT SUBDIVISION (Annexation – Phase 17)

411100401011 111000 11

March 8, 2011

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, recorded April 21, 2004, as Instrument No. 104047957, records of Ada County, Idaho; which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated July 30, 2004, recorded August 3, 2004 as Instrument No. 104099257, records of Ada County, Idaho; which Master Declaration was amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated October 20, 2004, recorded October 26, 2004 as Instrument No. 104136673, records of Ada County, Idaho; which Master Declaration was amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated November 1, 2004, recorded November 5, 2004 as Instrument No. 104141495, records of Ada County, Idaho; which Master Declaration was amended by a Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated July 12, 2005, recorded July 13, 2005 as Instrument No. 105094378, records of Ada County, Idaho: which Master Declaration was amended by a Fifth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated July 25, 2005, recorded July 27, 2005 as Instrument No. 105103178, records of Ada County, Idaho; which Master Declaration was amended by a Sixth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated August 4. 2005, recorded August 4, 2005 as Instrument No. 105108620, records of Ada County, Idaho; which Master Declaration was amended by a Seventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated September 23, 2005, recorded September 27, 2005 as Instrument No. 105142788, records of Ada County, Idaho; which Master Declaration was amended by an Eighth Amendment to Master Declaration of Covenants, Conditions, Restrictions and easements for Paramount Subdivision dated November 1, 2005, recorded November 3, 2005 as Instrument No. 105166823, records of Ada County, Idaho; which Master Declaration was amended by a Ninth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated December 12, 2005, recorded December 13, 2005 as Instrument No. 105189698, records of Ada County, Idaho; which Master Declaration was amended by a Tenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated February 1, 2006, recorded February 2, 2006 as Instrument No. 106017033, records of Ada County, Idaho; which Master Declaration was amended by an Eleventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated March 2, 2006, recorded March 6, 2006 as Instrument No. 106034549, records of Ada County, Idaho; which Master Declaration

TWENTIETH AMENDMENT TO MASTER DECLARATION - 1

was amended by a Twelfth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated November 1, 2006, recorded November 1, 2006 as Instrument No. 106173072, records of Ada County, Idaho; which Master Declaration was amended by a Thirteenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated January 29, 2007. recorded January 30, 2007 as Instrument No. 107014024; which Master Declaration was amended by a Fourteenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated February 8, 2008, recorded February 13, 2008 as Instrument No. 108016265, records of Ada County, Idaho; which Master Declaration was amended by a Fifteenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated October 15, 2008, recorded October 16, 2008 as Instrument No. 108115008, records of Ada County, Idaho, which Master Declaration was amended by a Sixteenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated June 24, 2009, recorded June 25, 2009, as Instrument No. 109074922, records of Ada County, Idaho; which Master Declaration was amended by a Seventeenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated June 24, 2009, recorded June 25, 2009, as Instrument No. 109074923, records of Ada County, Idaho; which Master Declaration was amended by an Eighteenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated June 24, 2009, recorded June 25, 2009, as Instrument No. 109074924; which Master Declaration was amended by a Nineteenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Paramount Subdivision dated November 3, 2009, recorded November 9, 2009, as Instrument No. 109126023 (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 purpose of this Twentieth Amendment is 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. PROPERTY COVERED

The property which is covered by this Twentieth Amendment and which shall be annexed under the Master Declaration is the real property owned by Brighton Corporation, an Idaho corporation, who hereby consents to such annexation by signing this Twentieth Amendment, described as follows:

Lots 25 through and including 28, Block 19, Lots 12 through and including 21, Block 32, Lots 1 through and including 10, Block 52, Lots 1 through and including 4, Block 53, of PARAMOUNT SUBDIVISION NO. 17 according to the official plat thereof filed in Book 103 of Plats at Pages 13907 through 13909, as Instrument No. 111020452 on March 8, 2011, 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 Twentieth 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 the 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. EFFECTIVE DATE

This Twentieth 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 Designated Agent for Grantor under the Master Declaration, and pursuant to Section 12.01 of the Master Declaration, has hereunto executed this Twentieth Amendment as of the date and year first above written

DESIGNATED AGENT FOR GRANTOR:

BRIGHTON CORPORATION, an Idaho corporation

By:

By:

Bavid W. Turnbull, President

STATE OF IDAHO) ss: County of Ada)

On this day of MMM, 2011, 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 CORPORATION, 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.

AMANDA K. SCHAUS NOTARY PUBLIC STATE OF IDAHO Notary Public for Idaho
My Commission Expires: 1.24.17