

When recorded return to:

Twin Falls Storage Partners LLC
349 Lake Havasu Ave S #104
Lake Havasu City, AZ 86403

GRANT OF RECIPROCAL EASEMENTS

AND

DECLARATION OF COVENANTS

LUXELOCKER CROSSROADS POINT COMMERCIAL CONDOMINIUMS

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GRANT OF RECIPROCAL EASEMENTS

AND

DECLARATION OF COVENANTS

THIS GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS (this "**Declaration**") is made this 10th day of August, 2023, by TWIN FALLS STORAGE PARTNERS LLC, a Nevada limited liability company (the "**Declarant**") for LUXELOCKER CROSSROADS POINT COMMERCIAL CONDOMINIUMS.

RECITALS

A. Declarant is the owner of that certain real property located in the County of Jerome, State of Idaho, which is more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference, together with every building, improvement or Structure thereon, and every easement or right appurtenant thereto (the "**Property**"), and depicted on **Exhibit B**, attached hereto and incorporated herein by this reference (the "**Site Plan**").

B. Declarant desires and intends that the Project be subject to the provisions of the Idaho Condominium Property Act (I.C. Section 55-1501 et seq.) and operated as an integrated storage facility and to impose upon the Project and all Units from time to time created within the Project, mutual and beneficial restrictions, covenants, agreements, easements, conditions and charges as hereinafter set forth, under a general plan for the benefit of all of the Project.

ARTICLE 1 DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article I shall, for all purposes of this Declaration, have the meaning herein specified.

1.1 Accessibility Law. "**Accessibility Law**" means any federal, state or local Law, statute, code, ordinance, rule, regulation or requirement relating to accessibility to facilities or properties for disabled, handicapped and/or physically challenged persons, including, without limitation, the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Section 12101 et seq.) and any similar State of Idaho statute, as amended.

1.2 AR. "**AR**" shall mean the Architectural Review established pursuant to Article VI hereof.

1.3 Building Area. "**Building Area**" or "**Building Areas**" shall mean the areas designated on the Site Plan where buildings and appurtenant improvements, including, without limitation, attached sidewalks, drive-throughs, patios, may be located. Unless otherwise expressly permitted by this Declaration or previously agreed to in writing by the Declarant, its officers, managers, principals, successors or assigns, the Owners have no right to place, without limitation, footings, signs, canopies, roof overhangs, cornices, columns, foundation walls and walls or other building features, Structures or improvements whether or not attached to a building.

1.4 Common Area. "**Common Area(s)**" shall mean all non-Unit areas within the Project, including, without limitation: (a) landscape areas; (b) entry signage at the entrance of the Project, if any, and monument signage, if any; (c) lighting facilities for the parking areas and any Common Area signage; (d) common curb cuts, roadways, driveways, parking areas, drive aisles, walkways and sidewalks; (e) water facilities located within the Project (including, without limitation, all pipes, submeters and other appurtenances necessary for the delivery of water service to the Units but not within the Units); (f) such other property or facilities that the Declarant is required to maintain pursuant to the Covenant to Share Costs, if any; and (g) any similar amenities which may now or hereafter be established by Declarant for the common use and enjoyment of all Units.

1.5 Common Area Assessments. "**Common Area Assessments**" shall mean the assessments for Common Expenses described in Article 9.

1.6 Common Drives. "**Common Drives**" shall mean those portions of the Project shown or illustrated on **Exhibit B**, as the same may be modified from time to time.

1.7 Common Expenses. "**Common Expenses**" shall mean all costs and expenses, reasonably incurred hereafter in connection with the Project or Common Areas, including, without limitation, the operating expenses (which shall include, without limitation, the cost of any management fees under any agreement entered into with a property manager pursuant to Section 11.4 hereof), real and personal property taxes (but not real property taxes for the Project in connection with any Unit which shall be the responsibility of the Owner of such Unit) and amortized cost of capital improvements for the Common Areas of the Project; insurance; utility costs (including, without limitation, water and electricity for the Common Areas or Units that have common utilities except that Units with their own utility meters shall bear the costs of their own metered utility use or any Unit with upgraded amenities, which shall be the exclusive cost responsibility of the Unit Owner); cleaning and maintenance of the Project and Common Areas or any portion thereof; maintenance of Common Area landscaping and the replacement of same as necessary; cleaning, striping, sealing and paving of the paved surfaces of the Common Area; the maintenance, repair, replacement of all facilities necessary for the delivery of other utilities or lighting which may exist for the benefit of the Common Areas or all Units within the Project, specifically including all water facilities and all charges for water services supplied to the Units; the maintenance of any pipes, submeters or other appurtenances necessary for the delivery of any utility service to the Common Areas and the Units to the extent such maintenance is not the responsibility of a public utility including, without limitation, water service; and maintenance of reasonable replacement reserves.

1.8 Covenant to Share Costs. "**Covenant to Share Costs**" shall mean such agreements as may be hereafter made by Declarant with the owners of other property adjacent to or near the Project providing for a reasonable allocation between the parties of the costs of providing shared services and/or benefits, and maintaining, operating, insuring and replacing any property and facilities owned or maintained by one party and made available for use by, or providing a common benefit to the owners or members of each.

1.9 Declarant. "**Declarant**" shall mean Twin Falls Storage Partners LLC, a Nevada limited liability company, and, to the extent provided in Article 11 below, its successors and assigns.

1.10 Default Interest Rate. "**Default Interest Rate**" shall mean a per annum rate of interest equal to the "reference rate" publicly announced from time to time by the Bank of America National Trust and Savings Association, San Francisco, California (or, in the event of the discontinuance of such rate, a reasonable replacement reference rate determined from time to time by the Declarant) plus ten percent (10%), or any lesser maximum applicable legal rate.

1.11 Design Standards. "**Design Standards**" shall mean any rules, regulations, and/or standards that may be adopted by the Declarant in conformity with this Declaration pursuant to Section 6.7 below, for the development and use of the Units within the Project, as may be amended, revised and/or supplemented by the Declarant from time to time.

1.12 Environmental Law(s). "**Environmental Law(s)**" shall mean any Law that concerns the management, control, storage, discharge, treatment, containment, removal, release, and/or transport of substances or materials that are or may become a threat to public health or the environment, including, without limitation: (a) the Resource Conservation Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (RCRA, 42 U.S.C. Section 6901 et seq.); (b) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (CERCLA, 42 U.S.C. Section 9601 et seq.); (c) the Clean Water Act (CWA, 33 U.S.C. Section 1251 et seq.); (d) the Safe Drinking Water Act (SDWA, 14 U.S.C. Section 1401 et seq.); (e) the Toxic Substances Control Act (TSCA, 15 U.S.C. Section 2601 et seq.); (f)

the Hazardous Materials Transportation Act (HMTA, 49 U.S.C. Section 5101 et seq.); (g) the Emergency Planning and Community Right to Know Act of 1986 (EPCRA, 42 U.S.C. Section 11001 et seq.); (h) the Clean Air Act (CAA, 42 U.S.C. Section 7401 et seq.); (i) the Endangered Species Act (ESA, 16 U.S.C. Section 1531 et seq.); (j) the Occupational Safety and Health Act of 1970 (OSHA, 29 U.S.C. Section 651 et seq.); (k) any regulations promulgated pursuant to Items (a) - (k) above; and (l) any similar local, state or federal Laws, rules, ordinances or regulations either in existence as of the date hereof, or enacted or promulgated after the date of this Declaration, as may be amended from time to time.

1.13 Hazardous Substance. "**Hazardous Substance**" shall mean any substance, material, element, compound, mixture, solution, waste, pollutant or matter that may give rise to liability under any Environmental Law or under any common law theory involving materials or substances which are (or alleged to be) hazardous to human health or the environment, based on nuisance, trespass, negligence, strict liability or other tortious conduct.

1.14 Law(s). "**Law(s)**" shall mean all statutes, ordinances, codes, rules, regulations, orders and decrees of all municipal, state and federal authorities.

1.15 Lien. "**Lien**" shall mean a lien against any Unit or Units arising pursuant to this Declaration.

1.16 Mortgage/Mortgagee. "**Mortgage**" shall mean a mortgage, deed of trust or other security device affecting all or any portion of the Project and which shall have been recorded in the Public Records, and "**Mortgagee**" shall mean and refer to the mortgagee, beneficiary or other holder of any of the foregoing instruments, provided the name and address of such mortgagee, beneficiary or other holder shall appear among the Public Records.

1.17 Occupant. "**Occupant**" shall mean anyone occupying or using a Unit under or through the Owner, including, without limitation, any Owner, lessee, licensee, user or their employees, agents, contractors, licensees, customers, or invitees.

1.18 Owner. "**Owner**" shall mean any Person having any fee simple interest in any Unit, excluding any Person who holds such interest as security for the payment of an obligation, but including any Mortgagee or other security holder in actual possession of any Unit, by foreclosure or otherwise, and any Person taking title from any such security holder.

1.19 Person. "**Person**" shall include artificial persons or legal entities (such as, without limitation, corporations, partnerships, limited liability companies, governmental subdivisions, etc.) as well as natural persons, and the term includes the plural.

1.20 Project. "**Project**" means the entirety of the Property divided or to be divided into condominiums.

1.21 Public Records. "**Public Records**" shall mean the Official Records of Jerome County, Idaho, or such other public office as may, at the time and according to the context, be the repository of records and documents imparting constructive notice under applicable local, state or federal Law.

1.22 Structure. "**Structure**" shall mean anything, device or improvement, the placement of which within any Unit might affect the exterior physical appearance thereof, including, by way of illustration and not limitation, buildings, covered patios, canopies, drive-throughs, walkways, driveways, parking areas, trees, shrubbery, paving, curbing, landscaping, fences or walls, satellite dishes, television or radio antennas, and any sign or signboard.

1.23 Unit. "**Unit**" shall mean those Units described on the condominium plat for Luxlocker Condominium, attached hereto as **Exhibit C** and incorporated herein by this reference, to be recorded in the Public Records and any legally created parcel hereafter created and located within the Project, including, without limitation, the subsequent division, if any, of any such Units. No Unit may be created

other than by Declarant so long as Declarant owns any portion of the Project unless prior written approval is obtained from Declarant. The boundaries of each Unit are as more particularly defined in Note 3 on Sheet 5 of the Plat on file in the Public Records.

1.24 Owner Association. "Owner Association" shall mean the association of Unit Owners which shall be formed upon to the expiration of the Declarant control of the Project. Each Unit Owner shall have a voting right equal to one (1) for each Unit owned for any matter that requires a vote in this Declaration.

ARTICLE 2 GENERAL DECLARATION

Declarant hereby declares that all of the Project is hereby made subject to this Declaration and shall be conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration. All of the covenants and provisions of this Declaration are hereby declared to be in furtherance of a general plan for the use, enjoyment, improvement, subdivision, and sale of Units within the Project, and are established for the purpose of enhancing and perfecting the value, aesthetics, desirability and attractiveness of the Project and the Units. All of the covenants, conditions, restrictions and easements provided in this Declaration shall run with the land now or hereafter constituting the Project, for all purposes, and shall be binding upon and inure to the benefit of Declarant, and all Owners, as well as their respective successors-in-interest and assigns. All of the covenants, conditions, restrictions and easements provided in this Declaration shall also be binding upon all Occupants of the Project, as well as their respective successors-in-interest and assigns.

ARTICLE 3 DURATION AND MODIFICATION OF RESTRICTIONS

3.1 Duration. This Declaration shall remain in full force and effect for fifty (50) years after the date of recordation of this Declaration in the Public Records, and may not be terminated prior to such date, unless terminated by instrument recorded in the Public Records and executed by: (a) Declarant (so long as Declarant owns any interest in the Project); and (b) if applicable, any Required Mortgagees (as defined in Section 3.3). Thereafter, this Declaration shall be renewed automatically, without further notice and, without limitation, for successive renewal periods of ten (10) years each, unless terminated by instrument recorded in the Public Records and executed by the Declarant and, if applicable, any Required Mortgagees. Provided, however, that any termination of this Declaration shall not operate to terminate the easements granted under Article VII hereof to the extent that such easements are necessary for the continued use of any Unit, unless a separate easement is granted and recorded in connection with the instrument terminating this Declaration.

3.2 Amendment. So long as Declarant owns any portion of the Project, this Declaration may be modified only by the recordation, in the Public Records, of an agreement or document of modification executed by (a) Declarant and (c) if applicable, any Required Mortgagee. At such time as Declarant no longer owns any portion of the Project, this Declaration may be modified only by the recordation, in the Public Records, of an agreement or document of modification executed by the record Owners greater than ninety nine percent (99%) of the Unit Owners of the Project and, if applicable, any Required Mortgagee.

3.3 Required Mortgagee Consent. A first Mortgage may by its terms require that a termination or amendment of this Declaration (or certain specified amendments) be approved in writing by the holder of the Mortgage (the Mortgagee under such a first Mortgage is referred to as a "**Required Mortgagee**"). In such event, a termination or amendment (or, if applicable, the specified amendment) shall not be effective as against a Required Mortgagee without its prior written approval or consent.

ARTICLE 4 USE OF PROJECT

4.1 No Hazardous Waste. No Unit or any portion thereof shall be utilized for the storage or disposal of Hazardous Substance, nor shall any Owner cause, suffer or permit any Hazardous Substance to be brought upon, kept, stored, disposed of, released, manufactured or used in or about the Project, except to the extent the bringing upon, keeping storage, manufacturing or use of such Hazardous Substance: (a) is necessary, consistent with or useful to the conduct of any activity lawfully permitted to be operated (under applicable Laws and this Declaration) within the Project; (b) will be in strict compliance with all Laws, including, without limitation, all Environmental Laws; (c) will not result in the breach or default under a Mortgage; (d) is not harmful to, and will not unreasonably interfere with the use of a Unit of, any other Owner or Occupant, of the Project; (e) will not cause any increase in the amounts of insurance otherwise required to be carried by the Declarant or any other Owner hereunder; and (f) will not create a nuisance. If an Owner breaches the obligations stated in the preceding sentence, or if, notwithstanding that such presence is permitted under the preceding sentence, the presence of Hazardous Substance within the Project caused, suffered or permitted by an Owner results in contamination of the Project or any part thereof, or if contamination of the Project or any part thereof by Hazardous Substances otherwise occurs for which an Owner is legally liable to any other Owner or Occupant of the Project or Declarant for damage directly resulting therefrom, then such Owner shall protect, indemnify, defend and hold the other Owners and Occupants and Declarant harmless from and against any and all claims (including, without limitation, diminution in value of the Project, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Project, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, reasonable attorneys' fees, consultant fees, expert fees and costs) which arise as a result of such contamination, unless caused the gross negligence or willful misconduct of the other Owners, Occupants and/or the Declarant. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Substances present in the soil or ground water on or under the Project. Without limiting the foregoing, if the presence of any Hazardous Substance within the Project or any part thereof caused, suffered or permitted by an Owner directly results in any contamination of the Project or any part thereof, such Owner shall promptly take all actions as are necessary at its sole expense to return the Project or such part thereof to the condition existing prior to the introduction of any such Hazardous Substance to the Project; provided, that the written approval of such actions shall first be obtained from the affected Owners, all Mortgagees and Declarant (if Declarant then owns any interest in the Project).

4.2 General Use Restrictions and Prohibited Uses. Each Unit shall be used for lawful storage purposes only in conformance with the restrictions set forth herein and all restrictions imposed by all applicable Laws and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Unit which is illegal. In addition to the foregoing, throughout the term of this Declaration, no portion of the Project shall be used, directly or indirectly, for use as a residence, public business purposes, purposes of auction house; flea market; commercial warehouse, assembly, manufacturing, distilling, refining, smelting, industrial, agriculture or mining operation; commercial laundry or dry cleaning plant; mortuary; labor camp; junkyard, stock yard or use involving animal raising; automobile body and fender repair shop operation; any use which constitutes a public or private nuisance; any use which produces any noxious odor which may be smelled outside any Unit; any use which produces any excessive quantity of litter, dust, dirt or ash. Any use involving unusual fire, explosive or other damaging or dangerous hazards (including the storage, display or sale of explosives or fireworks); any operation for drilling for and/or removal of subsurface substances; or any operation involving dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes, is prohibited. Furthermore, Owners shall be permitted to lease their Unit/Units to third-parties, provided, that each possible tenant shall be subject to the approval of the Declarant and said leasing activity shall require the use of a form of lease provided by the Declarant.

4.3 Nuisances and Noxious or Offensive Activities. No Owner or Occupant of any portion of the Project shall create a nuisance to all or any part of the Project or the surrounding properties. No rubbish or debris of any kind shall be placed or permitted to accumulate within any Unit (except trash awaiting regular removal and temporarily placed in approved trash receptacles) and no odors, vibrations or noises shall be permitted to arise therefrom so as to render any Unit or portion thereof unsanitary,

unsightly, offensive or detrimental to any Unit in the vicinity thereof or to the Owners or Occupants thereof.

4.4 Underground Utilities, Pipes, etc. All pipes, conduits, cables, lines and other equipment for water, gas, sewage, drainage, steam, electricity, or any other energy or service, shall be installed and maintained underground in accordance with and subject to applicable Laws.

4.5 Signs. The location, size, design and construction of all Project signs shall be established and maintained in accordance with plans and specifications approved by the Declarant, subject to applicable governmental codes.

4.6 Fumes, Gases, Odors, etc. No fumes, odors, gases, vapors, acids or other substances shall be permitted to escape or be discharged or released into the atmosphere which are determined to be detrimental to the health, safety or welfare of Persons within the Project or surrounding properties, or which are harmful to property or vegetation. Without limiting the generality of any other provision hereof, all uses within the Project shall comply with all Laws, including, without limitation, all applicable municipal air pollution control standards.

4.7 Maintenance of Units. Subject to Section 8.1 below, the Owner of every Unit shall maintain its Unit in a safe, clean, neat and sanitary condition and in all respects in compliance with all Laws, including, without limitation, governmental zoning, health, fire and police requirements. Such maintenance shall, if applicable, include, without limitation, the foregoing:

(a) Maintaining in good condition and repair, the interior of each Unit and consistent with standards of a first-class storage facility, and replacing, as necessary, all improvements and fixtures, to include, without limitation, doors, door openers, light bulbs, etc. located within the Unit.

4.8 Construction Clean-Up. During construction or alteration of any Structure on any Unit, the Owner thereof shall keep the construction site free of accumulations of rubbish and scrap materials to the fullest extent practical. Construction materials, trailers and similar items employed in connection with such construction shall be kept within the property lines of the Unit but not within any part of the Common Drives and in a neat and orderly manner, and shall be removed promptly upon completion of construction. All construction activities shall be conducted in a manner so as not to unreasonably interfere with the activities of any Owner or Occupant of a Unit.

4.9 Animals. No livestock, poultry or other animals shall be kept in any Unit without the written consent of the Declarant.

4.10 Dirt, Dust, and Waste Discharge. No use will be permitted which emits dust, sweepings, dirt or cinders into the atmosphere, or discharges liquid, solid wastes or other harmful matter into any runoff, irrigation or other water in violation of any Laws, or regulations of any public body having jurisdiction over the Project. No waste or any substance or materials of any kind shall be discharged into any public or private sewer serving the Project, or any part thereof, in violation of any Laws, or regulations of any public body having jurisdiction over the Project.

4.11 Drainage. There shall be no interference with the established drainage pattern of the Project, without the prior written consent of the Declarant. Declarant has entered into that certain Permanent Operation and Maintenance (O&M) Agreement with the city of Twin Falls, which Agreement is, or shall be, recorded in the real property records of Jerome County, Idaho. The Twin Falls City-approved site grading and drainage plans, and the Operation and Maintenance Manual referenced in such Agreement, can be obtained by Public Records Request.

4.12 Laws. All Owners and Occupants shall, at all times, comply with all Laws, including, without limitation, the covenants, conditions, obligations and restrictions contained in this Declaration.

4.13 Enclosed Operations; Exterior Storage. Except for loading, unloading, parking, all

activities within a Unit shall be carried on within fully enclosed buildings and no outside operations shall be permitted, except in accordance with the guidelines adopted by the Declarant. No equipment, machinery, products, materials, debris, or similar matters shall be placed, stored, or kept outside of any building in the Project, except in strict compliance with all Laws and with the approval of the Declarant and in such event, the Owner shall store all such equipment, machinery, products, materials, debris, and similar matters in a neat, clean and attractive manner.

4.14 Leafletting. No distribution, advertising, leafletting, broadcasting, posting or other dissemination of any handbills, streamers, circulars, flyers or other promotional or advertising materials whatsoever shall be permitted at any time in the Project.

4.15 Off-street Parking. No parking shall be permitted on the Common Drives, the landscape area, any street, lawn, median strip, public walkway, swales, berm or other unpaved area or at any place other than on paved and designated parking spaces.

4.16 No Further Subdivision. No Unit may be divided into two or more parcels, nor may the property lines of any Unit be altered, whether by line adjustment, subdivision map, record of survey, parcel map or otherwise, without the prior written approval of, for so long as Declarant owns any interest in the Project, the Declarant.

4.17 Fire-Safety Systems. Each Owner shall be responsible for the repair of any damage and replacement, as necessary, of the sprinklers, alarms, smoke detectors and other fire-safety systems, facilities and components existing from time to time on, and/or servicing, its Unit. The Declarant shall be required to separately secure the services of a third-party for the maintenance and off-site monitoring of all such fire-safety systems, facilities and components on, and/or servicing, each Unit (except those for which the fire department assumes responsibility). No Unit Owner shall be permitted to perform any work or activity that would result in the penetration of any fire wall located within any Unit.

ARTICLE 5 PARKING

5.1 Non-Exclusive Parking. All parking in the Project shall be reciprocal and for the non-exclusive use by all Owners and their Occupants and respective guests, employees, customers, agents and invitees. The Owners, Occupants, guests, employees, customers, agents and invitees of each Unit shall be entitled to use a reasonable number of the non-exclusive parking spaces in the Project, but in no event shall such use by the Owners, Occupants, guests, employees, customers, agents and invitees of a single Unit be permitted to park overnight at the Project.

5.2 Additional Parking Restrictions.

(a) There shall be no parking of any kind allowed on any Common Drives, drive aisle, landscape area, lawn, median strip, walkway, any unpaved area or any other place other than on paved and designated parking space within the Project.

(b) No recreational vehicle, camper, boat, limousine, or any commercial vehicle may be parked by any Owner or Occupant (or their guests, employees, agents, customers or invitees) on any part of the Project, except for delivery vehicles (provided that such delivery vehicles are otherwise parked in accordance with the terms herein). No vehicles may be stored by any Owner or Occupant (or their guests, employees, agents, customers or invitees) in the parking areas within the Project and no work may be performed on vehicles in any of the parking areas of the Project. No vehicle shall be parked in any parking areas of the Project for more than four (4) consecutive hours without the prior written consent of the Declarant, unless otherwise permitted by any rules adopted by the Declarant from time to time.

5.3 Parking Enforcement. Any vehicles parked in the parking areas in violation of these terms may be towed away at the direction of the Declarant, without imposing any liability on the Declarant for such action, including, without limitation, for any consequential damages, loss of property or loss of the

use of the vehicle or other property. Additionally, the Declarant shall have the right to charge a fee not to exceed One Hundred Dollars (\$100.00) per over-parked vehicle per day, to any Owner whose Occupants, guests, employees, agents, customers or invitees are over-parking in violation of the terms of this Article 5.

ARTICLE 6 ARCHITECTURAL CONTROL

6.1 Architectural. All improvements or construction activity on any Unit shall be subject to architectural review (“**AR**”) as set forth in this Section VI. AR shall be performed, monitored and enforced by the Declarant pursuant to the provisions of this Article VI.

6.2 Submission of Plans and Specifications. No construction activities shall commence in a Unit, nor shall any Structure be erected, placed, moved onto or permitted to remain within any Unit, nor shall any existing Structure within any Unit be altered in any way which materially changes the exterior appearance thereof, unless plans and specifications (including, without limitation, a description of any proposed use) thereof shall have been submitted to and approved in writing by the Declarant. Such submittals shall be in such form, and shall contain such information, as may be reasonably required by the Declarant. Unit Owners shall not be permitted to make any modifications to any exterior portion of their respective Unit.

6.3 Disapproval. The Declarant shall have the right, without obligation to disapprove or request modifications of any plans and specifications submitted hereunder because of any of the following:

- (a) failure to comply with any provision of this Declaration or any Law;
- (b) failure to include information in such plans and specifications as may have been reasonably requested by the Declarant;
- (c) incompatibility of any proposed Structure or use with existing Structures or uses within other Units or other properties in the vicinity;
- (d) objection to the location of any proposed Structure within any Unit or with reference to other Units in the vicinity;
- (e) objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any Structure;
- (f) objection to the design or location of Building Areas for any Unit; or
- (g) any other matter which, in the reasonable judgment of the Declarant, would render the proposed Structure or Structures or use inharmonious with the general plan of improvement of the Project or with Structures located within other Units.

In any case where the Declarant shall disapprove any plans and specifications submitted hereunder or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Declarant shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted, or re-submitted, for approval.

6.4 Time for Approval. Approval for use within any Unit of any plans or specifications shall not be deemed to constitute the approval of such plans or specifications or any of the features or elements included therein for use within any other Unit or Units. Approval of plans and specifications relating to any Unit, however, shall be final as to that Unit and such approval may not be revoked or rescinded thereafter, provided: (a) the Structures or uses shown or described on or in such plans and

specifications do not violate any specific prohibitions contained in this Declaration; (b) that the plans and specifications, as approved, and any conditions attached to any such approval, have been strictly adhered to and complied with in regard to all Structures and uses within the Unit in question; and (c) if construction is not commenced within twelve (12) months after the granting of approval, the approval shall expire and Owner must re-submit for approval. In the event that the Declarant fails to approve or disapprove any plans and specifications as herein provided within forty-five (45) days after each submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required to evidence such approval; provided, that such approval shall not relieve the Owner from its obligation to obtain the approval of the Declarant for any subsequent plan submissions required pursuant to this Declaration.

6.5 Construction Without Approval. If any Structure shall be constructed, altered, erected, placed or maintained within any Unit other than in accordance with the provisions of this Article VI, such construction, alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article VI and without the approval required herein, and, upon written notice from the Declarant, any such Structure so altered, erected, placed or maintained within any Unit in violation hereof shall be promptly removed at the offending Owner's sole cost and expense, and any such use shall be terminated, so as to extinguish such violation.

If within fifteen (15) days after the notice of such violation the Owner of the Unit within which such violation exists shall not have taken reasonable steps to accomplish the removal or termination of the same, the Declarant shall have the right, through its agents and employees, to enter into such Unit, and to take such steps as may be necessary to extinguish such violation. The Declarant, as well as their agents and employees, shall not thereby be deemed to have trespassed within such Unit and shall be subject to no liability to the Owner or Occupant of such Unit for such entry or any action taken in connection with the removal of any violation. The cost of any abatement or removal hereunder shall be reimbursed to the or the Declarant, as the case may be, within ten (10) days of written notice and shall be a binding, personal obligation of such Owner, and may also be enforced by perfection of a Lien in the manner provided in Section 10.2 below.

6.6 Inspection. Any agent of the Declarant may at any reasonable time or times and upon reasonable notice to the Owner (except in the event of an emergency) enter upon and inspect any Unit and any Structures thereon for the purpose of ascertaining whether the maintenance of such Unit and the maintenance, construction, and alteration of Structures thereon and the use or uses conducted thereon are in compliance with the provisions hereof; and neither the Declarant nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry inspection.

6.7 Design Standards. The Declarant may, from time to time, promulgate reasonable rules, regulations, and/or standards in conformity with this Declaration for the development and use of Units within the Project, which rules, regulations and standards shall be binding on all Owners and Occupants.

6.8 Liability. Neither the Declarant, its respective successors or assigns, nor any agent or employee of the Declarant, shall be liable for any damage, loss or prejudice suffered or claimed by any applicant or any third party on account of: (a) any defects or errors in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications; (b) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (c) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; or (d) the development of any Unit, or construction of any Structure, within the Project, unless arising as a result of the gross negligence and/or willful misconduct of the Declarant, or their respective successors or assigns, or any agent or employee of the Declarant.

6.9 Maintenance of Improvements. Anything to the contrary in this Declaration notwithstanding, all Units constructed as approved by the Declarant pursuant to this Article VI shall at all times thereafter be maintained by the Owner of the Unit in a neat, clean, attractive and sound condition, substantially as originally installed or constructed. So long as this Declaration remains in effect, and

regardless of whether Declarant continues to own any portion of the Project, there shall be no substantial alteration to the architectural style, color, layout or exterior appearance of any Unit, without the prior written consent of the Declarant.

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ARTICLE 7 EASEMENTS

7.1 Reservation of Easements. Non-exclusive easements and rights-of-way are hereby expressly reserved to the Declarant, together with its successors and assigns in, on, over and under the "**easement area**", as hereinafter defined, of each Unit, for the erection, installation, construction, maintenance, repair and replacement of poles, wires, lines and conduits and the necessary or proper attachments in connection with the transmission of electricity, telephone, storm-water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility facility, or functions. Declarant, and its respective agents, successors and assigns, shall have the right to enter upon all parts of the easement area of each Unit for any of the purposes for which the foregoing easements and rights-of-way are reserved and in connection with their other obligations under this Declaration. The term "**easement area**," as used herein, shall mean and refer to: (a) each Unit with respect to which any easements may be now or hereafter created as shown on any recorded map, plat, or easement relating thereto; and (b) the Common Areas including, without limitation, the Common Drives and landscape areas.

In addition, exclusive easements are hereby expressly reserved to Declarant, its successors and assigns in, on, over and under the Project for the purpose of exercising Declarant's rights set forth in Section 8.1.

7.2 Reciprocal Easements for Use of Common Areas. Subject to Section 5.1, each of the Units and their respective Owners and Occupants, and the agents, customers, licensees and invitees of each of them, are hereby granted a non-exclusive reciprocal right, privilege and easement over, upon and across the Common Areas, to use those portions of the Common Areas which, by their nature, are manifestly designed and intended for common use by the Owners and Occupants of the Project, including, without limitation, for pedestrian walkways, pedestrian ingress and egress to and from buildings, pedestrian and vehicular ingress and egress to and from the parking areas and the buildings, for the respective purposes for which such Common Areas are designed. Without limiting the generality of the foregoing, each of the Units and their respective Owners and Occupants, and the agents, customers, licensees and invitees of each of them, is hereby granted a nonexclusive reciprocal right, privilege and easement over, upon and across the parking areas, for parking, vehicular and pedestrian ingress and egress, but not for storage. Notwithstanding anything to the contrary contained herein, the easement rights granted hereunder may not be exercised in any manner which would prevent the reasonable use of any portion of a Unit by its Owner and/or Occupants, and their respective guests, employees, customers, contractors or invitees, including, without limitation, any reserved parking spaces.

7.3 Utility Easements. Each Unit is hereby granted an underground easement across and under each of the other Units for utilities, including, without limitation, electricity, water, gas, sewer, telephone, cable television and storm drains. No such utility easements shall be within any building footprint, or encroach upon any permanent improvements, and all such easements shall be situated so as to minimize damage, diminution in value or other negative impacts upon the burdened Unit. The utility easements granted hereby are for the purpose of installation, testing, maintenance, replacement and/or repair of utility lines, conduits or other facilities; provided, however, that in using the easements granted hereby, any Owner who goes, or causes such Owner's agent or any utility company to go, upon any other Owner's Unit shall: (a) cause such use of its utility easement to be conducted in a manner which, under the circumstances, is the least disruptive to the other Owner and its Occupants, and their respective agents, invitees, customers and licensees; (b) cause such use to be completed promptly and with due regard for the safety of all persons coming onto such Unit; and (c) cause, at its expense, any damage to the other Owner's Structures and improvements (including, without limitation, pavement) to be promptly repaired and restored as near as practicable to the prior condition of such improvement. Each such Owner shall be liable to such other Owner and its Occupants for any breach of the foregoing obligations, and each such Owner shall indemnify such other Owner and its Occupants and hold such other Owner and its Occupants free and harmless from any and all claims, actions, demands, causes of action, costs and expenses whatsoever (including attorneys' fees and court costs) for any personal injury or property damage arising from or as a result of such Owner's use of a utility easement upon such other Owner's

Unit.

7.4 Drainage Easement. A drainage easement is hereby reserved over and upon each Unit for the benefit of all other Units, for the purpose of drainage of storm and surface water in the established drainage patterns.

7.5 Maintenance Easements. The Declarant, as well as its agents and employees, are hereby granted a non-exclusive right, privilege and easement over, upon, into and across each and every Unit, to maintain the Common Areas and any other portion of Project related to the maintenance of the Project in accordance with the terms hereof, including, without limitation, the terms of Section 9.1.

7.6 Encroachment Easement. Should any building or Structure constructed within the Project inadvertently encroach on any adjacent Unit and said encroachment does not exceed twenty-four (24) inches, the encroaching party shall not be liable for any damages and the Owner of the adjacent Unit shall be deemed to have granted an easement effective as of the recording date hereof for such encroachment for so long as such encroachment shall exist, and shall execute such instruments as may reasonably be required by the encroaching party, or its assignees, title insurer or Mortgagees, confirming such easement.

7.7 Lateral Support Easement. Each Owner and such Owner's Unit shall also have an easement in and through the Common Area and each other Unit for all support elements (including trusses) and utility, wiring, and other service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of the Project.

ARTICLE 8 DECLARANT'S SPECIAL RIGHTS

8.1 Special Declarant Rights. Declarant hereby reserves all reasonable and necessary rights to complete the development of the Project in accordance with plans and specifications approved by the applicable municipal authorities, including the following rights:

- (a) to complete Structures and improvements indicated on any subdivision map describing the Project or otherwise required by Law or by this Declaration;
- (b) to maintain within the Project, including the Common Area, management offices and facilities and signs advertising or identifying the Project;
- (c) to use easements through the Project and all Units for the purpose of making improvements or performing maintenance within the Project;
- (d) to install a master antenna or antennae system;
- (e) the right to maintain the Common Area or any portion thereof in accordance with this Declaration; and
- (f) to take all reasonable actions necessary to maintain the Project; and
- (g) to do all other things allowed by the terms of this Declaration.

8.2 Transfer. Any or all of the rights reserved to Declarant pursuant to Section 7.1 and 8.1 may be transferred to other persons or entities, provided, however, that the transfer shall not unreasonably interfere with the Owners intended use nor shall the transfer reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and recorded in the Public Records.

8.3 Changes to Site Plan. As of the date of recording of this Declaration, the Project may not

be developed, and the Site Plan may identify area(s) as “**Future Development Area(s)**.” Declarant reserves the right to complete the development of the Project in accordance with applicable Laws and the applicable municipal land use regulations and ordinances and to amend and supplement the Site Plan at any time from time to time, without the consent of any other Owner, Occupant or any other party, to establish and create within any Future Development Phase additional Units, Building Area, Common Area, easements and to provide for the same. Each such amendment, modification or supplement to the Site Plan shall be affected, if at all, by recording of an amendment to this Declaration properly executed by the Declarant. All provisions of this Declaration, including, without limitation, those provisions regarding obligations relating to maintenance, shall apply to any Future Development Phase upon the recording of such amendment.

8.4 Declarant's Construction Activities. Declarant is undertaking the work of selling, leasing the Project, and developing portions of the Project. The completion of that work is essential to the establishment and welfare of the Project as an attractive and desirable storage development. In order that such work may be completed and the Project be established as a fully occupied storage facility, nothing in this Declaration shall be understood or construed to:

- (a) Prevent Declarant, its agents, employees, contractors, subcontractors or representatives from undertaking within the Project whatever is reasonably necessary or advisable in connection with the completion of such work;
- (b) Prevent Declarant or its agents, employees, contractors, subcontractors or representatives from erecting, constructing, maintaining and/or repairing on any part or parts of the Project such Structures as may be reasonable and necessary for the conduct of its business of completing its work, establishing the Project as a first-class storage facility and selling and/or leasing portions thereof;
- (c) Prevent Declarant in any other manner from conducting on any part of the Project, its business of completing the Project, and of selling and/or leasing the Project and/or portions thereof;
- (d) Prevent Declarant from maintaining such signs within any part of the Project as may be necessary or desirable for the sale, lease or disposition of the Project or portion thereof; provided, however, that the maintenance of any such sign shall not unreasonably interfere with the use by any Owner of its Unit or the Common Areas, where a right to use the Common Area has been granted herein; or
- (e) Otherwise prevent Declarant from exercising any of the rights set forth in Section 8.1 or elsewhere in this Declaration.

ARTICLE 9 COMMON AREAS, PROJECT, AND ASSESSMENTS

9.1 Maintenance of Common Areas, the Project and Utilities. The Declarant shall maintain the Common Areas and any other portion of the Project and shall undertake such activities as the Declarant reasonably deems appropriate and/or in the best interests of the Owners, Occupants, Common Areas and the Units, including, without limitation:

- (a) cleaning, sweeping, disposal of rubbish and debris and all other tasks necessary to maintain the Common Areas in a safe, clean and orderly condition;
- (b) maintaining all landscaping, including, without limitation, making such replacements of shrubs and other landscaping as is necessary, keeping the landscape areas at all times adequately weeded, fertilized and watered, and maintaining, repairing and replacing irrigation systems as necessary;

- (c) operating, keeping in good condition and repair and replacing as necessary all artificial lighting fixtures and bulbs, including, without limitation, all parking area lighting;
- (d) maintaining the parking areas and the paved, concrete and other improved surfaces that constitute the Common Areas in good condition and repair and making all necessary repairs and replacements thereto;
- (e) cleaning, sweeping, striping, sealing and resurfacing of the paved areas within the Common Areas, and maintaining appropriate directional signs and markers and any artificial lighting fixtures as may reasonably be necessary within the Common Areas;
- (f) maintaining, repairing, replacing all facilities necessary for the delivery of other utilities which may exist for the benefit of the Common Areas or all Units within the Project;
- (g) the maintenance of any common fire systems/pumps and common walls pipes, submeters or other appurtenances necessary for the delivery of any utility service (including, without limitation, water service) to the Common Areas and the Units to the extent such maintenance is not the responsibility of a public utility, as well as any fire protection systems located within the Common Areas;
- (h) payment for all charges for water services provided to the Common Areas and the Units;
- (i) maintaining adequate operating and/or replacement reserves as may be determined by the Declarant; and
- (j) any other obligation for which the Declarant is responsible under this Declaration.

The Declarant may permit the Owner of a Unit to maintain designated Common Areas, provided that, in no event shall the Declarant be relieved of its obligations under this Section in the event an Owner fails to maintain such Common Areas as required by this Declaration.

9.2 Common Area Lighting. Lighting for the Common Area (other than lighting necessary for Project security) shall remain on each day commencing at least one half (1/2) hour before darkness and thereafter until 11:00 p.m. or such other later time as determined by the Declarant) or dictated by the Owners permitted use. Common Area security lighting as designated by the Declarant shall remain on each day during hours of darkness for security purposes. If any applicable Law then in effect restricts the hours or amount of lighting herein specified, then the standard prescribed by such restriction shall be adhered to while in effect. If "special" lighting (other than lighting necessary for Project security) is required by any Owner or Occupant within any Unit, or if regular lighting is required by any Owner or Occupant within any Unit after 11:00 p.m. (or such later time as determined by the Declarant) or before one half (1/2) hour prior to sunrise (any such lighting, "**Special Lighting**"), then the electricity to service such lighting requirements shall be separately metered and all expenses thereof shall be paid by such Occupant (or the Owner of such Unit), or if such separate metering is not reasonably feasible, then such cost shall be determined on a prorated basis in accordance with such usage and all such prorated expenses shall be so paid by such Occupant (or the applicable Owner). In the event that more than one Occupant desires Special Lighting, then such additional expenses relating thereto shall be equitably shared by all Occupants (or Owners) benefiting from such Special Lighting, as reasonably determined by the Declarant.

9.3 Project Signs. Subject to governmental approval, the Declarant may construct Project identification pylon signs identifying the Project in the location(s) as is approved by Declarant ("**Project Signs**"). Declarant shall determine (in its sole discretion) how the sign panels are designed and displayed in the Project. The initial size, location and design of the Project Signs shall be chosen by Declarant.

9.4 Allocation of Assessments.

(a) The Declarant shall estimate, annually in advance, the amount of Common Expenses for the succeeding year, and said estimated Common Expenses shall be allocated among the Owners pro rata, per Unit (herein each Owner's "**Proportionate Share**"), and assessed against each Unit as further provided on **Exhibit D**, attached hereto and incorporated herein by this reference or the Declarant shall determine a fixed charge per Unit paid by all Unit Owners.

(b) Notwithstanding the provisions of Section 9.4(a), the Common Expenses related to the delivery and supply of water to Units shall be assessed at a higher rate against any Unit that uses higher volume of water to reimburse the Declarant for the additional water used within such Unit; provided, however, that the Declarant shall reasonably establish such higher rate(s) in proportion with Declarant's estimation of the additional water used within each Unit.

(c) For any Common Area Assessments or charges or reserves that affect one or more, but not all, of the Units, the Declarant shall reasonably determine the Proportionate Share of such costs, including, without limitation, additional management fees in connection therewith, among the Owners exclusively or disproportionately being benefitted.

9.5 Collection of Common Area Assessments; Interest and Late Charges. No later than thirty (30) days after the first day of each calendar year, the Declarant shall notify each Owner in writing of the estimated Common Expenses for said upcoming calendar year, and said notice shall contain a computation of each Owner's Proportionate Share or flat rate amount. The estimated Proportionate Share of Common Expenses allocated to each Owner for any calendar year shall be payable in annual installments (or quarterly at the election of the Declarant) in advance, unless otherwise established by the Declarant. The installment payment shall be due and payable on the first day of the second month of said calendar year, unless otherwise established by the Declarant. An account shall be opened in the name of the Declarant at a federally-insured banking institution, and all amounts received by the Declarant shall be promptly deposited therein. As promptly as practicable after the end of each calendar year, the Declarant shall determine the actual amount of all Common Expenses for the preceding year and shall allocate any deficit to the respective Owner(s) in their Proportionate Shares. If a surplus has been collected, it shall be held in the Declarant account and shall be used to off-set the future Common Expenses of the Declarant and allocated to the applicable Owner(s) pursuant to the terms herein. If at any time there is a deficit in the amounts collected by the Declarant, the Declarant may notify all of the Owners of such deficit, which notice shall set forth the Proportionate Share of such deficit attributable to each Owner, and said amounts shall be payable within thirty (30) days after delivery of said notice. If any Owner or Owners shall fail to pay any Common Area Assessment when due, all unpaid amounts shall incur interest at the Default Interest Rate until paid. If any such delinquent Owner has not paid all amounts due after written notice by the Declarant, within ten (10) days after receipt of such notice, the Declarant shall also have the right: (a) to establish and enforce a Lien for said amount, plus interest thereon at the Default Interest Rate (together with all attorneys' fees and costs of collection); or (b) at the election of the enforcing entity, to commence a civil action for the recovery of such sums pursuant to Section 10.3 hereof.

9.6 Special Assessments. Nothing contained in this Article is intended to limit the ability of the Declarant to provide additional or special services to any Unit, in which event the costs and expenses therefor shall be the matter of a separate agreement between the Owner of such Unit and the Declarant. Furthermore, in the event an Owner fails to maintain (or to cause to be maintained) its Unit, as required by Section 4.7, the Declarant shall be entitled to maintain such Unit (or portion thereof) in which event all costs, expenses and reasonable fees incurred by the Declarant pursuant to the provisions of this Section shall be payable by the applicable Unit Owner as a special assessment against the Unit.

9.7 Declarant Advances. For so long as Declarant owns any portion of the Project, Declarant shall have the right, but not the obligation, to advance funds ("**Declarant Advances**") from time to time for the sole purpose of paying Common Expenses in excess of Declarant funds then reasonably available to pay Common Expenses. The aggregate amount of any Declarant Advances outstanding from time to

time, together with interest at a reasonable rate established by Declarant, shall be repaid to Declarant as soon funds are reasonably available therefore (or, at Declarant's sole and absolute discretion, may be set off and applied by Declarant from time to time against any and all past, current, or future Common Area Assessments and/or contributions to reserve accounts, to such extent, if any, Declarant is obligated to pay any such amounts under this Declaration).

9.8 Taxes. Each Owner shall pay or cause to be paid, prior to delinquency, directly to the taxing authorities, all real property taxes and assessments which may be levied against such Owner's Unit and all municipal, county, state or federal taxes assessed against any Structures located within any such Unit, including, without limitation, any leasehold interest and any personal property of any kind owned, installed or used by each Owner or its Occupants.

9.9 Declarant Books and Records. The Declarant shall maintain current copies of the Declaration, any rules or regulations adopted by the Declarant, books, records and financial statements for the Project. The Declarant shall permit any Owner to inspect the books and records for the Project maintained by the Declarant during normal business hours with forty-eight (48) hours advance notice of the request to the review the records by the Owner.

ARTICLE 10 VIOLATION OF RESTRICTIONS; ENFORCEMENT

10.1 Removal of Violations; Liens. If any nonmonetary violation or breach of any of provision of this Declaration shall exist within any Unit, and the Owner of such Unit shall not have taken reasonable steps to accomplish or cause the removal or termination of the same within fifteen (15) days after written notice thereof to the Owner and Mortgagee, if any, provided, however, that no notice shall be required in the event of an emergency, Declarant shall have the right, through their agents and employees, to enter into such Unit and summarily abate, remove and extinguish any thing or condition that may be or exist thereon contrary to the provisions hereof. Declarant, or any such agent, shall not thereby be deemed to have trespassed within such Unit and shall be subject to no liability to the Owner or Occupant of such Unit for such entry, abatement or removal, except to the extent of any negligent or willful act by such entering party. The cost of any abatement or removal of violations authorized under this Section 10.1 shall be a binding, personal obligation of the Owner of the Unit upon which such violation has occurred as well as a Lien upon such Unit.

10.2 Enforcement of Liens. In the event that Declarant has incurred costs and expenses by reason of a violation under Article VI or Section 10.1 hereof, or in the event that any Owner is delinquent in the payment of any Common Area Assessments or special assessments due hereunder, then Declarant may establish a Lien against the violating Unit or Units, by recording a document in the Public Records which specifies the Unit or Units in violation, describes the nature of the violations and sets forth the amount of the delinquency. Declarant shall not be deemed under any circumstances to have elected to establish such Lien unless and until the aforesaid document has been duly recorded in the Public Records. At any time after the Lien has been recorded and a copy thereof has been served upon the offending Owner or Owners, Declarant (as applicable) may bring an action to foreclose the Lien upon the offending Unit or Units in any manner now or hereafter permitted by applicable Law. If Declarant does not elect to create and enforce a Lien as aforesaid, it shall nevertheless have all of the rights set forth in Section 10.3 below and such rights shall not be considered or deemed waived.

The Lien provided in this Section shall not be valid as against a bona fide purchaser (or bona fide Mortgagee) of the Unit in question unless the Lien shall have been filed in the Public Records prior to the recordation in the Public Records of the deed (or Mortgage) conveying the Unit in question to such purchaser (or subjecting the same to such Mortgage). The Lien provided in this Section shall furthermore be subject to the provisions of any bona fide lease, pursuant to which the tenant thereunder has entered into possession prior to the recordation in the Public Records of the Lien.

10.3 Legal Action Upon Violation. If Declarant does not elect to establish and enforce a Lien against any offending Unit or Units, it may nevertheless bring a civil action against the pertinent Owner or

Owners to recover all costs, expenses and damages incurred or suffered in connection with a violation of any provision of this Declaration and/or to recover any delinquency. Moreover, violation of any provision of this Declaration may be enjoined, abated, restrained or otherwise remedied by appropriate legal or equitable proceedings. Proceedings to restrain violation of this Declaration may be brought at any time that such violation appears imminent. Any material violation or threatened material violation of this Declaration is hereby declared to be a circumstance which threatens Declarant, with an immediate, material and irreparable injury without adequate remedy at law, such that Declarant shall be per se entitled to apply for and receive equitable relief, including, without limitation, a temporary restraining order, preliminary injunction and permanent injunction, mandatory or prohibitive. In the event of proceedings brought by any party or parties to enforce or restrain violation of any provision of this Declaration, or to determine the rights or duties of any person hereunder, the prevailing party in such proceedings may recover a reasonable attorneys' fee to be fixed by the court, in addition to court costs and any other relief awarded by the court in such proceeding.

10.4 No Waiver. The failure of any Person entitled to enforce any provision of this Declaration to do so shall in no event be deemed a waiver of the right of any such Person to enforce this Declaration thereafter. Waiver or attempted waiver of any provision hereof with respect to any Unit shall not be deemed a waiver thereof as to any other Unit, nor with respect to the Unit in question in regard to any subsequent violation, nor shall the violation of any provision of this Declaration within any Unit affect the applicability or enforceability of this Declaration with respect to any other Unit.

ARTICLE 11 ASSIGNMENT OF RIGHTS AND DUTIES

11.1 Assignment by Declarant. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned in writing, and recorded in the Public Records, to any Person which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such Person evidencing its consent in writing to accept such assignment and assume such duties, such Person shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

11.2 Powers and Authority of Declarant. The Declarant shall have all of the powers in operating for the benefit of the Owners, subject only to such limitations upon the exercise of such powers as are expressly set forth in this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under and by virtue of this Declaration, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Declarant for the peace, health, comfort, safety or general welfare of the Owners.

11.3 Duties of Declarant. Subject to and in accordance with this Declaration, the Declarant shall have and perform each of the following duties for the benefit of the Owners:

- (a) The Declarant shall maintain the Common Areas, collect Common Area Assessments and enforce the Declarant's legal and/or lien rights set forth in this Declaration;
- (b) The Declarant shall perform its obligations under the Covenant to Share Costs, if any, and shall assess and collect a share of the Declarant's costs in performing such obligations as provided therein;
- (c) The Declarant shall pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any Common Areas, to the extent that such taxes and assessments are not levied directly upon the Owners. The Declarant shall have all rights granted by law to contest the legality and the amount of such taxes and assessments;
- (d) The Declarant shall obtain and maintain in effect policies of insurance adequate to be necessary to protect the Common Areas and the Declarant and to carry out the Declarant's

functions. The Declarant shall be deemed trustee of the interests of all Owners in all insurance proceeds, and shall have full power to receive and to reasonably deal with such proceeds;

(e) The Declarant shall make, establish and promulgate, and in its reasonable discretion amend or repeal and reenact, such rules and regulations not in contradiction to this Declaration, as it deems proper covering any and all aspects of its functions, including, without limitation, the use and occupancy of the Project. Without limiting the generality of the foregoing sentence, such rules and regulations may set reasonable dues, fees and fines for use of the Project and prescribe the reasonable regulations governing the operation of the Project; and

(f) The Declarant shall pay all charges for water services, electrical services and any other utility services provided to the Common Areas.

11.4 Assignment By Declarant. The Declarant shall have the right, but not the obligation, to enter into a management agreement with Declarant or a property manager (as defined herein below) to manage the operation of the Project, including, without limitation, the collection of Common Area Assessments, maintenance of the Common Areas, and enforcement of the Declarant's legal and/or lien rights contained herein. Any and all of the rights, powers and reservations of the Declarant herein contained may be assigned to a property manager which will assume the duties of the Declarant pertaining to the particular rights, powers and reservations assigned, and upon such property manager's evidencing its consent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Declarant herein. As used herein, "**property manager**" shall mean Declarant or a Person: (a) that is considered within the community to be primarily involved in the management of real property similar to the Project; (b) whose primary business consists of the management of real property similar to the Project; and (c) that has had their primary source of income derived from the management of real property similar to the Project for not less than the three (3) years immediately preceding the execution of a property management agreement for the Project. All costs associated with the management agreement and property manager, including, without limitation, a commercially reasonable property management fee, shall be Common Expenses. The Declarant shall be entitled to transfer or assign any of its rights or obligations as set forth herein to any other party at the Declarant's sole and absolute discretion.

ARTICLE 12 INSURANCE; DESTRUCTION; CONDEMNATION

12.1 Liability Insurance. Each Owner shall have the option to procure and maintain general liability insurance with broad form coverage endorsement (including broad form property damage endorsement), or its equivalent, insuring it against claims for personal injury, bodily injury or death, and property damage or destruction occurring within such Owner's Unit, including, without limitation, any Common Areas. If obtained, such insurance shall be written with an insurer lawfully authorized to do business in the State of Idaho. The Declarant, its property management company, for so long as Declarant owns any interest in the Project, Declarant, and Declarant's Mortgagee, shall each be named as additional insureds on each such policy if said insurance is obtained. Each Owner shall, upon written request from the Declarant or Declarant, furnish to the Declarant certificates of insurance evidencing the existence of the insurance if it is carried pursuant to this Section 12.1 and Section 12.2.

12.2 Casualty Insurance. Each Owner shall also have the option to maintain at its sole expense a policy or policy of fire and casualty insurance covering all Structures on such Owner's Unit (except Common Area Structures which shall be insured by the Declarant), in an amount not less than the full replacement value thereof, which provides for the replacement and restoration of such Structures in the event of a fire or other casualty. Any such insurance shall otherwise conform to the provisions with respect to insurance contained in Section 12.1.

12.3 Damage to or Destruction of Improvements. If any Structure within the Project (except Common Area Structures which shall be insured by the Declarant) shall be damaged by fire, elements or

other casualty, the Owner of the Unit on which such Structure is located shall, at such Owner's own expense, cause such damage to be repaired. Any rebuilding, repair or restoration undertaken pursuant to this Section shall be completed forthwith, and in any event within three (3) months after such casualty shall have occurred and shall be conducted in a manner so as to result in as minimal interruption as practicable to the Owners within the Project.

12.4 Waiver of Subrogation. To the extent that the same shall not invalidate any insurance coverage obtained by an Owner, each Owner hereby waives any claim that it might have against any other Owner for damages which would be covered by the casualty insurance under this Article 12. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release regarding any loss of, or any damage to, the said property of any Owner. Inasmuch as the said mutual waivers will preclude the assignment of any such claim by way of subrogation (or otherwise) to an insurance company (or any other person, firm or corporation), each Owner shall give to each insurance company which has issued to it policies of Causes of Loss, Special Form, or its equivalent, fire and casualty insurance with extended coverage, written notice of the terms of said mutual waivers, and shall have said insurance policies properly endorsed, if necessary, to prevent invalidation of said insurance coverages by reason of said waiver. All such insurance maintained by an Owner pursuant to this Article 12 shall provide that such insurance shall not be canceled or amended without ten (10) days prior written notice to Declarant.

12.5 Common Area Liability and Property Insurance. Commencing upon the opening of the first building in the Project for occupancy, the Declarant shall maintain with an insurer lawfully authorized to do business in the State of Idaho with a Best Rating of not less than A-VIII, the following:

(a) Commercial general liability insurance, or its equivalent, on the Common Area insuring against bodily injury, property damage and personal injury arising out of any duties of the Declarant in the Common Areas. The limits of liability of all such insurance shall be not less than One Million Dollars (\$1,000,000.00) for personal injury or bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for personal injury or bodily injury or death of more than one person in one occurrence, and One Million Dollars (\$1,000,000.00) with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence (or as adjusted from time to time to reflect industry standards); and

(b) A policy or policy of fire and casualty insurance covering all Common Area Structures in the Project, in an amount not less than the full replacement value thereof, which provides for the replacement and restoration of such Common Area Structures in the event of a fire or other casualty.

12.6 Indemnification. Each Owner ("Indemnitor") covenants and agrees to defend, protect, indemnify and hold harmless each other Owner, the Declarant, the Declarant's Mortgagee and any property manager employed by the Declarant (each an "Indemnitee") from and against all claims, including any actions or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorneys' fees actually incurred and costs of suit) directly arising from or as a direct result of the injury to or death of any person, or damage to the property of any person located within the Unit owned or leased by Indemnitor, except for claims caused by the gross negligence or willful act or omission of Indemnitee or its agents, licensees, Occupants, servants, partners or employees.

12.7 Condemnation. In the event of any condemnation (or sale under threat of condemnation) by any duly constituted authority of all or any part of the Project, that portion of the award attributable to the value of the land and Structures so taken shall be payable only to the Owner(s) thereof. In the event of a partial taking of any Unit(s), the Owner(s) thereof shall promptly repair and restore the remaining portion of the Unit(s) as nearly as practicable to its/their condition immediately prior to such taking; provided, however, that an Owner of a Unit which has been partially condemned shall not be obligated to repair or restore the remaining portion of the Unit if such repair and restoration would not be commercially

reasonable. In such event, the Owner of the Unit whose property has been taken by the condemnation shall promptly raze such remaining area and cause it to be paved or landscaped (as appropriate).

ARTICLE 13 MORTGAGEE PROTECTION CLAUSE

No violation of any provision of this Declaration, nor any remedy exercised hereunder, shall defeat or render invalid the lien of any Mortgage made in good faith and for value upon any portion of the Project, nor shall any Lien created hereunder be superior to any such Mortgage unless such Lien shall have been recorded in the Public Records prior to the recordation in the Public Records of such Mortgage; provided, however, that any Mortgagee or other purchaser at any trustee's or foreclosure sale shall be bound by and shall take its property subject to this Declaration as fully as any other Owner of any portion of the Project.

ARTICLE 14 ANNEXATION AND DE-ANNEXATION; SUBSEQUENT SUBDIVISION

14.1 Annexation of Additional Property by Declarant. Upon the written approval of the Declarant (if Declarant then owns any portion of the Project), the owner of any Unit who desires to add real property to the scheme of this Declaration and to subject it to the jurisdiction of the Declarant, may record a Declaration of Annexation which shall extend the scheme of this Declaration to the Project.

14.2 Annexation of Additional Property by Declarant. If, within 7 years of the date of the recordation of this Declaration in the Public Records, Declarant should develop any real property adjacent to the Project, such additional property, or any portion thereof, may be added to the Project subject to this Declaration and included within the jurisdiction of the Project by Declarant without the assent of any Mortgagees.

14.3 Effectiveness of Annexation; Additional Common Areas. Annexation may be accomplished by the recording of a Declaration of Annexation or separate Declaration of Restrictions ("**Supplemental Declaration**"). At the time of recording of the Supplemental Declaration, the common area in the property being annexed shall become a part of the Common Area hereunder and all Owners shall thereafter have the same right, title and interest in and to that additional Common Area as such Owners have in the initial Common Area; provided, however, that the Declarant shall have no responsibility to maintain any of the Common Areas within the property being annexed until improvements constructed thereon are substantially complete (including, without limitation, the building(s), perimeter walls and paved areas). The obligation of each owner to pay dues to the Declarant in any annexed property shall commence upon recordation of the Supplemental Declaration.

14.4 Subsequent Subdivision of Units and De-Annexation. Notwithstanding anything contained herein to the contrary, any Unit may be re-subdivided, only upon the written approval of the Declarant, which shall be at the Declarant's sole and absolute discretion (if Declarant then owns any interest in the Project), so long as it is done in accordance with all Laws, rules and regulations then in effect, at the time of re- subdivision, and is done with all applicable governmental approvals. Upon conclusion of such re- subdivision, the new Units created shall have the right to enjoy the full use and benefit of the Common Area along with all other Owners, and the ownership interest in the Declarant shall be automatically adjusted to provide for such newly created Units, including, without limitation, the adjusted Proportionate Shares of the new and existing Units. Any land not constructed with a Unit upon it, shall be subject to De-Annexation from the Project from the Project at the Declarant's sole and absolute discretion.

ARTICLE 15 AS-IS SALE; ARBITRATION

15.1 As-Is Sale. By accepting a deed conveying an interest in a portion of the Project, each Owner agrees that each Unit and Structures thereon have been sold by Declarant without any warranties, express or implied, unless specifically agreed to by Declarant in a separate written agreement. All

express and implied warranties of quality are specifically excluded from the sale of a Unit by Declarant and by accepting a deed conveying an interest in any Unit each Owner expressly waives any such express or implied warranty. By accepting possession of all or part of a Unit each Owner and Occupant expressly waives any such express or implied warranty.

15.2 Arbitration of Disputes. Any and all claims, controversies, breaches or disputes by or between Declarant, an Owner, an Occupant, and/or the respective successors-in-interest of each, arising out of or related to the Project, a Structure, a Unit, the sale of a Unit (and any Structures) by Declarant, this Declaration, whether such dispute is based on contract, tort, statute, or equity (each a "**Dispute**"), shall be arbitrated pursuant to the Federal Arbitration Act and subject to the procedures set forth in this Section 15.2 (the "**Arbitration Agreement**"). For all Disputes, Declarant, each Owner and each Occupant, agree to follow the pre-arbitration procedures set forth below:

(a) Notice, Cooperation and Access If Claim Involve Declarant. If the Dispute involves or relates to the construction or condition of the Project, a Structure, a Unit or any other improvement within the Project, or involves or relates to any work performed by or at the direction of Declarant or any of its agents, employees or contractors, then the following procedures shall additionally apply:

(b) Notification. The Declarant, and each Owner and each Occupant agree to provide Declarant with written notice of any matters relating to a Dispute as soon as is reasonably possible after becoming aware of such matters and Dispute;

(c) Cooperation; Access; Repair. The Declarant, each Owner and each Occupant agree to provide Declarant and its representatives, contractors, and others as Declarant may request, with prompt, reasonable cooperation, which may, for example, include access to the Project, in order to facilitate Declarant's investigation regarding a Dispute including, without limitation, for purposes of inspecting, testing, repairing, replacing, correcting, or otherwise addressing matters related to the Dispute. If the Dispute arises out of or relates to the planning, surveying, design, engineering, grading, specifications, construction, or other development of the Project, Declarant is hereby granted the irrevocable right, but is under no obligation, to inspect, repair and/or replace any and all affected parts of the Project;

(d) Mediation. Upon their mutual agreement, the parties to a Dispute may agree to voluntary mediation of such Dispute before a mutually-agreeable neutral mediator, in which case, the parties to the Dispute shall pay an equal share of the mediator's fees unless the parties to the Dispute otherwise agree in writing. A decision to mediate or not to mediate by either party is without prejudice to either party's rights;

(e) Disputes. All Disputes shall be submitted to binding arbitration by and pursuant to the rules and procedures of the American Arbitration Association ("**AAA**") in effect at the time the request for arbitration is submitted. In the event AAA is for any reason unwilling or unable to serve as the arbitration service, the parties shall select another reputable arbitration service. If the parties are unable to agree on an alternative service, then either party may petition any court of competent jurisdiction in Jerome County, Idaho to appoint such alternative service, which appointment shall be binding on the parties. The rules and procedures of such alternative service in effect at the time the request for arbitration is submitted shall be followed;

(f) General Arbitration Provisions. In the event any Dispute is submitted to arbitration, each party shall bear its own attorney's fees and costs (including, without limitation, expert costs) for the arbitration. The arbitrator shall be authorized to provide all recognized remedies available at law or in equity for any cause of action that is the basis of the arbitration. THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING;

(g) Waiver of Jury Trial. DECLARANT, AND, BY ACCEPTANCE OF A DEED TO ANY PORTION OF THE PROJECT, EACH OWNER, AND, BY ACCEPTANCE OF

POSSESSION OF ALL OR PART OF THE UNIT OR STRUCTURE, EACH OCCUPANT, FOR ITSELF AND ALL PERSONS CLAIMING BY, THROUGH OR UNDER SUCH OWNER OR OCCUPANT, SHALL CONCLUSIVELY BE DEEMED TO HAVE AGREED TO HAVE ANY DISPUTE DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT, AND SUCH PARTIES ARE GIVING UP ANY RIGHTS EACH MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL, AND ARE GIVING UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. IF THE DECLARANT, ANY OWNER OR ANY OCCUPANT REFUSES TO SUBMIT TO ARBITRATION SUCH PARTY MAY BE COMPELLED TO ARBITRATE. THE PARTIES' AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY;

(h) Confidentiality. Declarant, each Owner and each Occupant, whether or not a party to an arbitration under this Section 15.2, and each arbitrator, is expressly prohibited from disclosing the existence, content or results of any arbitration hereunder without the prior written consent of all parties to such arbitration.

ARTICLE 16 GENERAL

16.1 Interpretation. The provisions of this Declaration shall be liberally construed together, to effectuate the purpose of creating a uniform plan for the development and operation of the Project. All provisions shall be construed so as to be in conformance with, and shall be governed by, Idaho law.

16.2 Severability. The determination by any court that any provision of this Declaration is unlawful, void or unenforceable shall not affect the validity of any other provision hereof; and no such determination that any provision hereof is inapplicable or unenforceable as to any particular Unit or Units shall affect the applicability or enforceability of that provision or any other provision hereof to any other Unit or Units.

16.3 Waiver of Reversionary Right. This Declaration shall not be construed as conditions, or creating a possibility of reverter, and no provision hereof shall be deemed to vest in the Declarant or any other Person any reversionary interest with respect to any Unit. Any such reversionary right is hereby expressly waived.

16.4 Effect of Headings. The headings of the Articles and Sections herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

16.5 Conflict with Applicable Laws. This Declaration shall not be taken as permitting any action or thing prohibited by the applicable zoning Laws, or any other Laws, codes, ordinances or regulations of any governmental authority, or by specific restrictions imposed by any deed. In the event of any conflict, the most restrictive provision of same shall be taken to govern and control.

16.6 Remedies Cumulative. Each remedy provided in this Declaration is cumulative and not exclusive.

16.7 Attorney's Fees. In the event of any action to interpret or enforce the terms and provisions of this Declaration, the prevailing party or parties shall be entitled to its costs and reasonable attorneys fees from the non-prevailing party or parties including those on appeal.

16.8 Jurisdiction. State of Idaho.

16.9 Notices. Any notice, demand, request or other communication required or appropriate hereunder shall be in writing and shall be given by hand-delivering the same in person or by depositing the same in the United States mail, registered or certified, return receipt requested, postage prepaid. All notices sent by mail as aforesaid shall be addressed as follows:

If to Declarant:

Twin Falls Storage Partners LLC
349 Lake Havasu Ave S #104
Lake Havasu City, AZ 86403

If to any other Owner:

To such address as such Owner or Occupant shall designate in writing to the Declarant, or to the Owners' or Occupant's address in the Project, if no other address is designated.

16.10 Existing Covenants and Restrictions. This Declaration shall be subordinate to any existing covenants and restrictions encumbering the Project prior to the recording of this Declaration and each Owner agrees to be bound by the terms of any such existing covenants and restrictions. Furthermore, each Owner does hereby appoint the Declarant as its proxy for voting matters related to any prior existing covenants and restrictions that encumber the Project.

16.11 Non-Discrimination. Each Owner by acceptance of a deed to a Unit, and each Owner and Occupant by accepting possession to all or any portion of a Unit, promises and agrees that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Project or any portion thereof.

16.12 Right of First Refusal Sale or Transfer of Unit. After a Unit has been conveyed to its initial Owner, if an Owner enters into a bona fide agreement to sell their interest in their Unit with a third party, the Owner shall notify Declarant in writing, and provide Declarant a copy of the agreement, of the party to whom it desires to sell such interest and the price at which and the terms upon which it desires to sell the same. Declarant shall transmit this material to Luxelocker LLC and Luxelocker LLC and/or its assignee shall, within 20 days of receipt of the notice, notify Owner in writing whether it wishes to purchase such interest at the price and on the terms set forth in the notice. If Luxelocker LLC and/or its assignee elects to purchase such interest, Owner shall be bound to convey, assign, or otherwise transfer such interest to Luxelocker LLC and/or its assignee promptly thereafter at such price and on such terms. If Luxelocker LLC elects not to purchase such interest or fails to give notice of its intention within the 20-day period, Owner shall be free to convey, assign, or otherwise transfer such interest to the third party at a price not less than stated in the notice or on more favorable terms than those stated in the notice. Any conveyance by Owner to a third party shall be subject to the terms of this Declaration. If Owner shall not have so disposed of such interest to said third party within 90 days after receipt of notice that Declarant elects not to exercise its right of first refusal or after expiration of that party's 20-day period within which to give notice, the provisions of this section shall again apply to the disposition by Owner of any such interest. In the event an Owner sells, assigns, conveys or otherwise transfers the ownership interest in any Unit, to any party other than the Declarant or Luxelocker LLC, transfer administration fees shall be required to be paid by the Owner to the Declarant as follows: (a) a fee in the amount of one-half percent (.5%) of the Unit sale price at the time of closing with these funds to be placed in the Project's capital reserves to be managed by the Declarant; and (b) a fee in the amount of one percent (1%) of the Unit sale price at the time of closing. The fee provided in subsection (b) shall be payable to Declarant so long as Declarant holds an interest in the Project at the time of the transfer of the Unit. Such fees may be used to pay Declarant or any management company reasonable management fees for the Project. This provision shall not be applicable to any Unit transfer that is being done for the purpose of estate planning or any transfer to any entity that is wholly owned by the existing Owner at the time of transfer.

16.13 No Government Obligation. Nothing herein shall be construed to impose upon any governmental entity any duties whatsoever that do not exist under the Law independently from this Declaration.

16.14 End of Declarant Control. Upon the expiration of the Declarant control of the Project, any right held by the Declarant, not exclusively retained by the Declaratn, shall be transferred to the Owner Association.

**ARTICLE 17
GRANTEES' COVENANT**

Each Owner, by accepting a deed to any Unit, or accepting an interest in any Unit, whether or not the same incorporates or refers to this Declaration, covenants for itself, its heirs, successors and assigns to observe, perform and be bound by this Declaration and to incorporate this Declaration by reference in any Deed or other document of conveyance of all or any portion of its interest in any part of the Project subject hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant has executed this Grant of Reciprocal Easements and Declaration of Covenants the day and year first above written.

DECLARANT:

TWIN FALLS STORAGE PARTNERS LLC,
a Nevada limited liability company

By: Luxelocker LLC
Its: Manager

By: _____
Adam C. Pakes, Manager
Its: Manager

STATE OF ARIZONA

COUNTY OF MOHAVE

This record was acknowledged before me on April __, 2024 by Adam C. Pakes as Manager of Luxelocker LLC in its capacity as Manager of Twin Falls Storage Partners LLC, a Nevada limited liability company.

Signature of notary public
(Stamp)
My commission expires: _____

**EXHIBIT A
LEGAL DESCRIPTION**

Lot 1 in Block 1 of CP17, a Replatting of Lots 1, 2 and a portion of Lot 3 in Block 11 of Crossroads Point Business Center PUD Phase 1 and a portion of the SW¹/₄ of Section 10 and a portion of the NW¹/₄ of Section 15 all in Township 9 South, Range 17 East of the Boise Meridian, Jerome, County, Idaho, as shown on the recorded plat thereof, recorded March 13, 2023 as Instrument No. 2300949, Jerome County records.

**EXHIBIT B
PROJECT SITE PLAN**

**EXHIBIT C
LUXLOCKER CONDOMINIUM/
IDENTIFICATION OF UNITS**

**EXHIBIT D
ALLOCATED INTEREST**

<u>Unit Number</u>	<u>Square Feet</u>	<u>Allocated Interest</u>
A1	519.87	0.35%
A2	526.5	0.35%
A3	526.5	0.35%
A4	526.5	0.35%
A5	526.5	0.35%
A6	526.5	0.35%
A7	526.5	0.35%
A8	472.5	0.32%
A9	472.5	0.32%
A10	472.5	0.32%
A11	472.5	0.32%
A12	472.5	0.32%
A13	472.5	0.32%
A14	526.5	0.35%
A15	526.5	0.35%
A16	526.5	0.35%
A17	526.5	0.35%
A18	526.5	0.35%
A19	526.5	0.35%
A20	539.37	0.36%
H21	519.87	0.35%
H22	526.5	0.35%
H23	526.5	0.35%
H24	526.5	0.35%
H25	526.5	0.35%
H26	526.5	0.35%
H27	539.37	0.36%
D28	1285.125	0.86%
D29	645.25	0.43%
D30	645.25	0.43%
D31	645.25	0.43%
D32	645.25	0.43%
D33	645.25	0.43%
D34	645.25	0.43%
D35	645.25	0.43%
D36	645.25	0.43%
D37	645.25	0.43%
D38	645.25	0.43%
D39	645.25	0.43%
D40	645.25	0.43%

D41	645.25	0.43%
D42	645.25	0.43%
D43	645.25	0.43%
D44	645.25	0.43%
D45	645.25	0.43%
D46	645.25	0.43%
D47	1246.3125	0.84%
D48	565.5	0.38%
D49	565.5	0.38%
D50	565.5	0.38%
D51	565.5	0.38%
D52	565.5	0.38%
D53	565.5	0.38%
D54	565.5	0.38%
D55	565.5	0.38%
D56	565.5	0.38%
D57	565.5	0.38%
D58	565.5	0.38%
D59	565.5	0.38%
D60	565.5	0.38%
D61	565.5	0.38%
D62	565.5	0.38%
D63	565.5	0.38%
D64	565.5	0.38%
D65	565.5	0.38%
C66	1364.13	0.92%
C67	572.75	0.39%
C68	572.75	0.39%
C69	572.75	0.39%
C70	572.75	0.39%
C71	572.75	0.39%
C72	572.75	0.39%
C73	572.75	0.39%
C74	572.75	0.39%
C75	572.75	0.39%
C76	572.75	0.39%
C77	572.75	0.39%
C78	572.75	0.39%
C79	572.75	0.39%
C80	572.75	0.39%
C81	572.75	0.39%
C82	572.75	0.39%
C83	572.75	0.39%
C84	572.75	0.39%

C85	1359.8175	0.91%
C86	714.415	0.48%
C87	714.415	0.48%
C88	714.415	0.48%
C89	714.415	0.48%
C90	714.415	0.48%
C91	714.415	0.48%
C92	714.415	0.48%
C93	714.415	0.48%
C94	714.415	0.48%
C95	714.415	0.48%
C96	714.415	0.48%
C97	714.415	0.48%
C98	714.415	0.48%
C99	714.415	0.48%
C100	714.415	0.48%
C101	714.415	0.48%
C102	714.415	0.48%
C103	714.415	0.48%
B104	1026.97	0.69%
B105	1032.5	0.69%
B106	1032.5	0.69%
B107	1032.5	0.69%
B108	1032.5	0.69%
B109	783	0.53%
B110	783	0.53%
B111	783	0.53%
B112	783	0.53%
B113	783	0.53%
B114	783	0.53%
B115	773.82	0.52%
J116	773.82	0.52%
J117	783	0.53%
J118	783	0.53%
J119	783	0.53%
J120	783	0.53%
J121	783	0.53%
J122	783	0.53%
J123	1032.5	0.69%
J124	1032.5	0.69%
J125	1032.5	0.69%
J126	1032.5	0.69%
J127	1582.97	1.06%

F128	539.37	0.36%
F129	526.5	0.35%
F130	526.5	0.35%
F131	526.5	0.35%
F132	526.5	0.35%
F133	526.5	0.35%
F134	472.5	0.32%
F135	472.5	0.32%
F136	472.5	0.32%
F137	472.5	0.32%
F138	472.5	0.32%
F139	526.5	0.35%
F140	526.5	0.35%
F141	526.5	0.35%
F142	519.87	0.35%
K143	519.87	0.35%
K144	526.5	0.35%
K145	526.5	0.35%
K146	526.5	0.35%
K147	472.5	0.32%
K148	472.5	0.32%
K149	472.5	0.32%
K150	472.5	0.32%
K151	472.5	0.32%
K152	526.5	0.35%
K153	526.5	0.35%
K154	526.5	0.35%
K155	526.5	0.35%
K156	526.5	0.35%
K157	539.37	0.36%
G158	1563.5	1.05%
G159	1032.5	0.69%
G160	1032.5	0.69%
G161	1032.5	0.69%
G162	1032.5	0.69%
G163	783	0.53%
G164	783	0.53%
G165	783	0.53%
G166	783	0.53%
G167	783	0.53%
G168	783	0.53%
G169	783	0.53%
L170	783	0.53%

L171	783	0.53%
L172	783	0.53%
L173	783	0.53%
L174	783	0.53%
L175	783	0.53%
L176	783	0.53%
L177	1032.5	0.69%
L178	1032.5	0.69%
L179	1032.5	0.69%
L180	1032.5	0.69%
L181	1032.5	0.69%
E182	567.24	0.38%
E183	714.125	0.48%
E184	714.125	0.48%
E185	714.125	0.48%
E186	714.125	0.48%
E187	714.125	0.48%
E188	714.125	0.48%
E189	714.125	0.48%
E190	714.125	0.48%
E191	714.125	0.48%
E192	714.125	0.48%
E193	714.125	0.48%
E194	714.125	0.48%
E195	714.125	0.48%
E196	714.125	0.48%
E197	714.125	0.48%
E198	714.125	0.48%
E199	714.125	0.48%
E200	714.125	0.48%
E201	1336.875	0.90%
E202	572.75	0.39%
E203	572.75	0.39%
E204	572.75	0.39%
E205	572.75	0.39%
E206	572.75	0.39%
E207	572.75	0.39%
E208	572.75	0.39%
E209	572.75	0.39%
E210	572.75	0.39%
E211	572.75	0.39%
E212	572.75	0.39%
E213	572.75	0.39%

E214	572.75	0.39%
E215	572.75	0.39%
E216	572.75	0.39%
E217	572.75	0.39%
E218	572.75	0.39%
E219	572.75	0.39%
E220	567.24	0.38%
Total	148656	100.00%