

Association and written approval of Declarant if Declarant owns any portion of the Property. Upon the withdrawal of any Property, all voting rights otherwise allocated to Lots or Unimproved Lots being withdrawn shall be eliminated, and the common expenses shall be reallocated to the remaining Lots or Unimproved Lots.

Article 11 - SPECIAL DECLARANT RIGHTS

11.1 Improvements. Declarant hereby reserves the right, without obligation, to construct:

- (a) Any improvement shown on the Plat or included in the Project;
- (b) Any Lots and corresponding Residences upon all or any portion of the Additional Land and the addition of the same to the Project; and
- (c) Any other buildings, structures, or improvements that Declarant desires to construct in the Project, or any other real estate owned by Declarant, regardless of whether the same ever become part of the Project.

11.2 Special Declarant Rights. Special Declarant Rights are those rights reserved for the benefit of Declarant and/or Developer in this Declaration and the Governing Documents and shall include, among others, and regardless of anything in the Declaration to the contrary, the following rights, which shall remain in effect for the maximum period allowed by law, which may exceed the Period of Declarant Control:

- (a) the right to maintain sales offices, model Residences, and signs advertising the Project or any Residence at any location in the Project;
- (b) the right to use easements through the Common Areas as set forth in this Declaration;
- (c) the right to dedicate the roads, streets, and Public Parks within the Project for and to public use, to grant road easements with respect thereto, and to allow such street or road to be used by owners of adjacent land;
- (d) the right to convert any part of the Project to a different regime of residential ownership;
- (e) the right to create or designate additional Common Areas or Public Parks within the Project;
- (f) the exclusive right to act as the Board, or appoint or remove Board members in Declarant's and/or Developer's sole discretion, during the Period of Declarant Control;
- (g) unless expressly and specifically bound by a provision of the Governing Documents, Declarant and Developer shall be exempt from the provisions of the Governing Documents;
- (h) the right to withdraw land from the Project;
- (i) the right to set all Assessments for the Association during the Period of Declarant Control, including Regular, Special, and Individual Assessments;

(j) the right to set all fines and fees for the Association during the Period of Declarant Control;

(k) the exclusive right to amend any of the Governing Documents during the Period of Declarant Control without approval from any Members; and

(l) the right to exert any right allowed to the Board, the ACC, or the Association during the Period of Declarant Control.

11.3 Interference with Special Declarant Rights. Neither the Association nor any Owner may take any action or adopt any Rules that interferes with or diminishes any Special Declarant Right contained in this Declaration without Declarant's prior written consent. Any action taken in violation of this Section shall be null and void and have no force or effect.

11.4 Limitation on Improvements by Association. Until such time as the earlier of the following events occur: (a) termination of the Period of Declarant Control, or (b) such time as Declarant chooses, neither the Association nor the Board shall, without the written consent of Declarant, make any improvement to or alteration in any of the Common Areas or Public Parks created or constructed by Declarant or Developer, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Common Areas and Public Parks as originally constructed or created by Declarant or Developer.

11.5 Transfer of Special Declarant Rights. The Declarant or Developer may transfer, convey, or assign its rights created or reserved under this Declaration to any Person in whole or in part. The Declarant's or Developer's successor shall enjoy any and all rights set forth in the Declaration regardless of whether such rights are stated to be transferable. All references in the Governing Documents to Declarant and/or Developer shall equally apply to its successor.

11.6 Changes by Declarant or Developer. Nothing contained in this Declaration shall be deemed to affect or limit in any way whatsoever the right of the Declarant or Developer, or their successors or assigns, to sell or to change the location, design, method of construction, grade, elevation, or any other part or feature of a Lot and Residence prior to the contracting for the conveyance of the Lot to a purchaser.

11.7 Easements Reserved to Declarant and Developer.

(a) The reservation to Declarant and Developer, and their successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Public Utility Easement," or otherwise designated as an easement area over any road or Common Area or Public Park on the Project, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Plat.

(b) An easement for the installation, construction, maintenance, reconstruction, and repair of public and private utilities to serve the Project and the Lots therein, including but not limited to the mains, conduits, lines, meters, and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant or Developer necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located.

(c) Easement granting the privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall

be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

(d) The reservation to the Declarant and Developer, and their successors and assigns, of a nonexclusive easement and right-of-way in, through, over, and across the Common Area for the storage of building supplies and materials, parking of construction vehicles, erection of temporary structures, trailers, improvements or signs necessary or convenient to the development of the Project, and for all other purposes reasonably related to the completion of construction and development of the Project and the provision of utility services, and related services and facilities.

(e) The Declarant and Developer reserve unto themselves and their successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way, or easements, including easements in the areas designated as "open space" and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way, or easement shall be laid out or constructed through or across any Lot(s) or Unimproved Lot(s) in the Project except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Declarant.

(f) Declarant and Developer reserve unto themselves and their successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot or Unimproved Lot and grade a portion of such adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any structure built on such Lot, but neither Declarant nor Developer shall not be under any obligation or duty to do such grading or to maintain any slope.

(g) The easement rights granted herein to Declarant and Developer may be shared with or assigned by Declarant or Developer to the Association to the extent necessary or desirable, in Declarant's and/or Developer's sole discretion, to permit the Association to perform its obligations under any of the Governing Documents.

Article 12 - RIGHT OF ENTRY

The Association acting through the Board or its duly authorized agent shall have the right at all times and upon reasonable notice of at least 48 hours to enter upon any Lot or Unimproved Lot on the areas located outside the exterior boundaries of a Residence or Unimproved Lot, without trespass, and regardless of whether or not the Owner or Occupant thereof is present at the time, to abate any infractions, to fulfill its responsibilities, to exercise its rights, to make repairs, and to correct any violation of any of the Governing Documents. The notice set forth in this Section shall not be necessary in case of an emergency threatening other Residences, Owners, Occupants, or other parts of the Project. Nothing in this Section shall be construed to authorize the entry of the Association into the interior of a Residence (even in the event of an emergency) without the consent of the Owner and under any terms or conditions set forth by such Owner. Owners shall maintain up-to-date emergency contact information records with the Association, including any local representative an Owner may have for notice purposes. Owners shall be responsible for any costs incurred by the Association as a result of entering a Lot or Unimproved Lot under this Section and shall indemnify and hold harmless the Association for all damages related to such entry, except for such damages resulting from recklessness or bad faith.

Article 13 - AMENDMENTS

13.1 Amendments by Declarant. During the Period of Declarant Control, the Governing Documents may only be amended with the affirmative written consent of Declarant without any additional approval required.

13.2 Amendments by Association. After the Period of Declarant Control has expired, this Declaration may be amended upon the affirmative vote of at least sixty-seven percent (67%) of the voting interests of the Association. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or ballot. Any amendment(s) shall be effective upon recordation in the office of the Bannock County Recorder. In such instrument, the Board shall certify that the vote required by this Section for amendment has occurred.

Article 14 - MISCELLANEOUS

14.1 Notices. Any notice required or permitted to be given to any Owner according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered, emailed, texted, or mailed, postage prepaid, to the Person who appears as an Owner in the records of the Association at the time notice is sent. If no email, phone number, or mailing address has been provided, the physical address of the Lot or Unimproved Lot owned by said Owner shall be used for notice purposes. Unless an Owner notifies the Association in writing that they desire to receive notices via USPS mail, each Owner shall provide to the Association an email address that the Association may use to affect notice as described herein, along with a telephone number that can receive texts. Any notice sent via email or text shall be deemed to be delivered once the notice has been sent to the email address or phone number on file with the Association. Any notice sent by mail shall be deemed delivered when deposited in the United States mail. The declaration of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been sent to any Owner or Owners, in any manner that this Section allows, shall be deemed conclusive proof of such delivery. Notice to the Association shall be delivered by registered or certified United States mail postage prepaid, to the registered agent with the Idaho Secretary of State. The Association shall have the right to designate an email or USPS mailing address for receipt of notices hereunder by Rule.

14.2 Consent in Lieu of Voting. In any case in which this Declaration requires authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast the required percentage of membership votes.

14.3 Interpretation and Severability. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is constructed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

14.4 Covenants to Run with Land. This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Association and all parties who hereafter acquire any interest in a Lot, Unimproved Lot or in the Common Areas shall be subject to the terms of this Declaration and the provisions of any Rules, agreements, instruments, and determinations contemplated by this

Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot, Unimproved Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

14.5 No Waiver. Failure by the Association or by any Owner to enforce any Restriction or provision herein contained, or contained in any of the other Governing Documents, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

14.6 Security. Neither Declarant, Developer, nor the Association shall in any way be considered an insurer or guarantor of security within or relating to the Project, including any Common Area in which the Association may have an obligation to maintain, and the Association shall not be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures undertaken. Each Owner agrees by purchasing a Lot or Unimproved Lot in the Project that the Association, Declarant, Developer, and the Board are not insurers of the safety or well-being of Owners or Occupants or of their personal property, and that each Owner or Occupant assumes all risks for loss or damage to persons, the Lots, Unimproved Lots, the Common Areas, Public Parks, and to the contents of improvements located thereon to the extent not insured by the Association. EACH OWNER AND OCCUPANT UNDERSTANDS AND ACKNOWLEDGES THAT THE ASSOCIATION, DECLARANT, DEVELOPER, AND BOARD HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE SECURITY OF THE PROJECT.

14.7 Effective Date. The Declaration and any amendment hereof shall take effect on the date it is recorded in the office of the Bannock County Recorder.

14.8 Annexation. The City of Chubbuck is providing various municipal services to the Project and individual Lots and Unimproved Lots. All Owners are provided notice that the City of Chubbuck may and is authorized to annex the Project, or a portion thereof, into the city limits of the City of Chubbuck. The Association along with all Owners, Members, and Occupants waive the right to protest any such annexation and any such opposition is null and void.

IN WITNESS WHEREOF, Declarant has caused its name to be hereunto subscribed.


DECLARANT

Brookstone, LLC

Dated:

11/06/2023

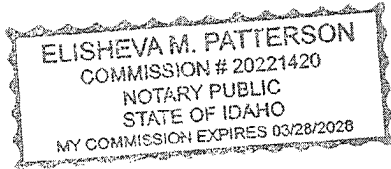
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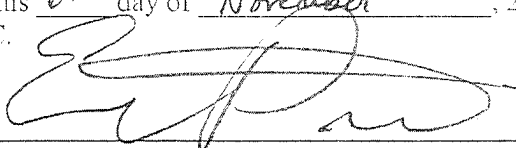


Danís Adamson, Manager

STATE OF IDAHO)
 : ss.
County of Bannock)

This record was acknowledged to me on this 6th day of November, 2023, by
Dannis Adamson as Manager of Brookstone, LLC.





Notary Public for Idaho
My Commission Expires: 03/28/2028

Exhibit A

A PARCEL OF LAND LOCATED IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BEING MONUMENTED BY AN ILLEGIBLE ALUMINUM CAP MONUMENT SET IN A MONUMENT VAULT AS DESCRIBED IN CORNER PERPETUATIONS RECORDED UNDER INSTRUMENT NOS. 20915175 & 22103718, THE SAME BEING THE SOUTHWEST CORNER OF BROOKSTONE ESTATES DIVISION 7, A SUBDIVISION RECORDED UNDER INSTRUMENT NO. 21810761 IN THE OFFICIAL RECORDS OF BANNOCK COUNTY;

THENCE NORTH 00°21'55" WEST, ALONG THE MERIDIONAL CENTERLINE OF SECTION 5 AND THE WEST BOUNDARY LINE OF BROOKSTONE ESTATES DIVISION 7, A DISTANCE OF 472.17 FEET TO AN INTERSECTION WITH THE CENTERLINE OF WILTSHIRE STREET;

THENCE CONTINUING NORTH 00°21'55" WEST A DISTANCE OF 135.00 FEET THE NORTHWEST CORNER OF BROOKSTONE ESTATES DIVISION 7, THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 00°21'55" WEST, ALONG THE MERIDIONAL CENTERLINE OF SECTION 5 AND LEAVING SAID NORTHWEST CORNER OF BROOKSTONE ESTATES DIVISION 7, A DISTANCE OF 43.83 FEET;

THENCE NORTH 78°07'24" WEST, LEAVING THE MERIDIONAL CENTERLINE OF SECTION 5, A DISTANCE OF 633.15 FEET;

THENCE NORTH 11°52'36" EAST A DISTANCE OF 194.99 FEET;

THENCE SOUTH 78°07'24" EAST A DISTANCE OF 4.80 FEET;

THENCE NORTH 11°52'36" EAST A DISTANCE OF 100.00 FEET;

THENCE SOUTH 78°07'24" EAST A DISTANCE OF 148.40 FEET;

THENCE NORTH 89°38'05" EAST A DISTANCE OF 436.49 FEET TO A POINT ON THE WEST BOUNDARY LINE OF BROOKSTONE ESTATES - DIVISION 9, A SUBDIVISION RECORDED UNDER INST. NO. 22125142 IN THE OFFICIAL RECORDS OF BANNOCK COUNTY;

THENCE SOUTH 0°21'55" EAST, ALONG THE WEST BOUNDARY LINE OF BROOKSTONE ESTATES - DIVISION 9, A DISTANCE OF 433.69 FEET;

THENCE SOUTH 89°16'10" WEST, LEAVING THE WEST BOUNDARY LINE OF BROOKSTONE ESTATES - DIVISION 9, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4.77 ACRES, MORE OR LESS.