

PARCEL 16 DECLARATION OF USE RESTRICTIONS

THIS PARCEL 16 DECLARATION OF USE RESTRICTIONS ("Declaration") is made as of the 18th day of March, 2023 by HJ GRATHOL, a California general partnership ("Declarant").

RECITALS

This Declaration is made with reference to the following facts and objectives:

A. Declarant is the owner of all or some of those certain parcels of land in the City of Athol (the "City"), County of Kootenai, State of Idaho, more particularly described on **Exhibit A** attached hereto (collectively, the "HJ Center Property") and on **Exhibit B** attached hereto (collectively, the "HJ Excess Property" or the "Athol East Parcels"). The HJ Center Property is comprised of Lots 2 through 12, inclusive, and Lot 19 on the map attached hereto as **Exhibit C** (the "Parcel Map"), and the HJ Excess Property is comprised of Lot 1, Lots 13 through 18, inclusive, and Lots 20 through 22, inclusive, on the Parcel Map. The terms "Parcel" and "Lot" have the same meaning and are used interchangeably in this Declaration and in the Parcel Map.

B. Declarant and AB CROSSING LLC, an Idaho limited liability company ("McIntire"), as the owner of a certain parcel of land contiguous to the HJ Center Property, identified in the DEC (as hereafter defined) as the "McIntire Property" or "Parcel A", entered into that certain Declaration of Restrictions and Grant of Easements recorded in the office of the Recorder of Kootenai County, Idaho (the "Official Records") on June 12, 2017 as Instrument No. 2598134000, as amended by that certain First Amendment to Declaration of Restrictions and Grant of Easements recorded in the Official Records on November 29, 2018 as Instrument No. 2672156000 (as amended, the "DEC"), which (a) provides for certain access across portions of the HJ Center Property and the McIntire Property (collectively, the "Shopping Center"), (b) creates and establishes certain restrictions upon and against the Shopping Center, (c) sets forth certain other matters and agreements regarding the Shopping Center, and (d) provides for non-exclusive perpetual utility easements across the Shopping Center, all as more particularly set forth in the DEC.

C. Concurrently with the execution of the DEC, Declarant entered into that certain Project Declaration of Use Restrictions and Grant of Easements recorded in the Official Records on June 12, 2017 as Instrument No. 2598135000 (the "Project DEC"), which (a) grants an easement for the benefit of the HJ Excess Property over the Access Road (as defined in the Project DEC) located in the Shopping Center for the purposes of ingress and egress by vehicular and pedestrian traffic, (b) grants certain utility easements for the benefit of the HJ Excess Property with respect to the Utility Infrastructure (as defined in the Project DEC) located in the Shopping Center, (c) creates and establishes certain use restrictions upon and against the HJ Excess Property, (d) provides for the maintenance of and certain cost sharing obligations with respect to the Access Road and the Utility Infrastructure, and (e) sets forth certain other matters and agreements regarding the Shopping Center and the HJ Excess Property (collectively, the "Project"), all as more particularly set forth in the Project DEC.

D. In connection with the recordation of the Parcel Map in the Official Records, Declarant executed that certain Athol East Declaration of Covenants and Restrictions and Grant of Easements recorded in the Official Records on December 23, 2019 as Instrument No. 2728806000 (the "AE DEC"), which (a) grants certain ingress, egress, utility and surface storm drainage easements across Athol East Parcels and Parcel 19, (b) creates and establishes certain restrictions upon and against the Athol East Parcels and Parcel 19, (c) imposes certain maintenance obligations upon the Athol East Parcels and Parcel 19, and (d) sets forth certain other matters and agreements regarding the Athol East Parcels and Parcel 19, all as more particularly set forth in the AE DEC.

E. Declarant intends to sell and/or has sold one or more of the parcels comprising the HJ Center Property and the HJ Excess Property, and also intends the Shopping Center to be developed as an integrated retail shopping complex, and not as a planned development. In order to effectuate the common use and operation of the HJ Center Property and the HJ Excess Property, Declarant hereby imposes certain conditions and restrictions thereon.

DECLARATION

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Declaration, the conditions and restrictions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby makes this Declaration:

1. DEFINITIONS

- 1.1. "Declarant" shall mean and refer to the signatory hereto so long as it retains ownership of at least one of the Parcels.
- 1.2. "Defaulting Party" shall mean the Party violating one or more of the use restrictions set forth in Section 2 below after Notice and expiration of any applicable cure period provided herein.
- 1.3. "Harmed Party" shall, upon the violation of one or more of the use restrictions set forth in Section 2 below, mean and refer to the Declarant and only as long as Declarant owns one of Parcels.
- 1.4. "Notice" shall have the meaning set forth in Section 4.5 below.
- 1.5. "Occupant" shall mean any Person from time to time entitled to the use and occupancy of any portion of a building on the Parcels under an ownership right or any lease, sublease, license, concession, or other similar agreement.
- 1.6. "Parcel" or "Lot" shall mean a legally subdivided portion of the HJ Center Property or HJ Excess Property owned by a Party.
- 1.7. "Party" shall mean the signatory hereto and its successors and assigns who become owners of any Parcel. Each Party shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to all or any part of the Parcels owned by it that accrue during the period of such ownership, and such liability shall continue with respect to any portion transferred until the Notice of transfer set forth below is given, at which time the transferring Party's liability for such unaccrued obligations shall terminate. A Party transferring all or any portion of its interest in the Parcels shall give Notice to the Declarant of such transfer and shall include the name and address of the new Party and a copy of the legal description of the portion of the Parcels transferred. If a Parcel is owned by more than one Person, the Person or Persons holding at least fifty-one percent (51%) of the ownership interest in the Parcel shall designate one (1) of their number to represent all owners of the Parcel and such designated Person shall be deemed the Party for such Parcel.
- 1.8. "Person" shall mean any individual, partnership, limited liability company, firm, association, corporation, trust, or any other form of business or governmental entity.

2. RESTRICTIONS ON PARCEL 16.

- 2.1. Use Restriction. Parcel 16 shall not be used for any purpose other than as a retail tire and suspension shop offering incidental repair services related to such, but specifically excluding quick service oil and lubricant change services, in accordance with all applicable declarations, covenants, conditions and restrictions of record affecting Parcel 16. Notwithstanding the foregoing, Declarant shall have the right to release the use restriction set forth in the previous sentence as and when Declarant desires, in Declarant's sole discretion, by recording in the Official Records a written instrument signed by Declarant which releases such use restriction and recites the name and recording information of this Declaration. For the avoidance of doubt, such instrument shall not release Parcel 16 from any other applicable declarations, covenants, conditions and restrictions of record affecting Parcel 16.
- 2.2. Limitations on Waste Water Discharge. In addition to the restrictions set forth in Section 5.4 (Sewage Treatment System) of the Project DEC and Section 3.2 (Sewage Restrictions) of the AE DEC, (i) all water used for any operations and activities on Parcel 16 must, to the maximum extent possible, utilize recycled water and available treated water from the Sewage Treatment System (as defined in the DEC), and (ii) any operations or other

activities on Parcel 16 shall be conducted in a manner to discharge the minimum possible amount of waste water. In no event shall any operations and activities on Parcel 16 generate more than 500 gallons of waste water per day in the aggregate, and water to be used for irrigation purposes on Parcel 16 shall be supplied (to the extent available) by the central system, which may be comprised of a combination of Class A reuse and groundwater.

2.3. Declarant Approval Rights. In addition to the restrictions set forth in Section 4 (Construction) of the AE DEC, no fixture, drain or device that handles water shall be constructed on Parcel 16 except in accordance with plans and specifications approved by Declarant, even if the same are to be constructed within the interior of any buildings on Parcel 16.

2.4. Access Easement. Parcel 16 shall be subject to the Access Easement (as defined in the AE DEC) and all related terms and conditions pursuant to Section 2 of the AE DEC.

3. DEFAULT

3.1. Event of Default. The failure of any Party to observe or perform any of the covenants, conditions or obligations of this Declaration, within thirty (30) days after the issuance of Notice to such Party by the Harmed Party specifying the nature of the default claimed, shall constitute a material default and breach of this Declaration by the Defaulting Party. Each Party shall be responsible for the default of its Occupants.

3.2. Waiver of Default. No waiver by any Party of any default under this Declaration shall be effective or binding on such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One (1) or more written waivers or any default under any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Declaration.

3.3. Equitable Relief. Each Harmed Party shall have the right (but without any obligation) to prosecute any proceedings at law or in equity against any Defaulting Party, or any other Person, violating or attempting to violate or defaulting upon any of the provisions contained in this Declaration, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants, or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a Party under this Declaration or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

3.4. Declaration Continues Notwithstanding Default. It is expressly agreed that no breach of or event of default under this Declaration shall: (a) entitle any Party to cancel, rescind, or otherwise terminate this Declaration; or (b) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the Parcels. This limitation shall not affect in any manner any other rights or remedies that a Party may have hereunder by reason of any such breach or default.

3.5. Limitation of Liability. In the event of default by a Defaulting Party hereunder, any Harmed Party who seeks recovery from a Defaulting Party hereto shall look solely to the interest of such Defaulting Party, its successors and assigns, in the Parcel(s) owned by the Defaulting Party and on which the violation of the use restrictions has occurred, for the satisfaction of each and every remedy of the Harmed Party; provided, however, the foregoing shall not in any way impair, limit or prejudice the right of any Party to pursue equitable relief in connection with any term, covenants or condition of this Declaration, including a proceeding for temporary restraining order, preliminary injunction, permanent injunction or specific performance.

4. MISCELLANEOUS

4.1. Binding Effect. The terms of this Declaration shall constitute covenants running with the land and shall bind the real estate described herein and inure to the benefit of and be binding upon the signatory hereto and its successors and assigns who become Parties hereunder. This Declaration is not intended to supersede, modify, amend, or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

4.2. Construction and Interpretation.

(a) Whenever required by the context of this Declaration: (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa; and (ii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of non-limitation, such as "without limitation", or "but not limited to", are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, terms or matter.

(b) The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Declaration. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Declaration.

(c) Any provision of this Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Declaration.

(d) This Declaration may be amended by, and only by, a written agreement signed by the then-current Parties and shall be effective only when recorded in the county and state where the Parcels are located. No consent to the amendment of this Declaration shall ever be required of any Person other than the then-current Parties.

4.3. Estoppel Certificate. Each Party and Occupant agrees that within ten (10) business days following written request of any other Party, it will issue to such Person, or its prospective mortgagee or successor, an estoppel certificate stating to the best of the issuer's knowledge that as of such date:

(a) whether it knows of any default under this Declaration by the requesting Person, and if there are known defaults, specifying the nature thereof;

(b) whether this Declaration has been assigned, modified or amended in any way by it and if so, then stating the nature thereof; and

(c) whether this Declaration is in full force and effect.

Such statement shall act as a waiver of any claim by the Person furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement. The issuance of an estoppel certificate shall in no event subject the Person furnishing it to any liability for the negligent or inadvertent failure of such Person to disclose correct and/or relevant information.

4.4. Mitigation of Damages. In all situations arising out of this Declaration, all Parties shall use commercially reasonable efforts to avoid and mitigate the damages resulting from the conduct of any other Party. Each Party hereto shall take all reasonable measures to effectuate the provisions of this Declaration.

4.5. Notices. Whenever a Party is required or permitted under this Declaration to provide the other Party with any notice, submittal, request, demand, consent, or approval ("Notice"), such Notice will be given in writing

and will be delivered to the other Party at the address set forth below: (a) personally; (b) by a reputable overnight courier service; (c) by certified mail, postage prepaid, return receipt requested; or (d) by e-mail or facsimile transmission. A Party may change its address for Notice by written notice to the other Party delivered in the manner set forth above. Notice will be deemed to have been duly given: (i) on the date personally delivered; (ii) one (1) business day after delivery to an overnight courier service with next-day service requested; (iii) on the third (3rd) business day after mailing, if mailed using certified mail; or (iv) on the date sent when delivered by facsimile or e-mail (so long as the sender sends such facsimile or email on a business day and a copy of the Notice is sent by one of the other means permitted hereunder on or before the next business day). The initial address for Notice is as follows:

IF TO DECLARANT:

HJ Bayview Gateway, LLC
c/o Hughes Investments
Attn: William W. Hughes, Jr.
23 Corporate Plaza, Suite 245
Newport Beach, CA 92660
Telephone: (949) 759-9531 Ext. 230
E-mail: whughes@hughesinv.com

And to:

HJ Bayview Gateway, LLC
P.O. Box 999
Coeur d Alene, ID, 83816
Attn: Alan Johnson
Telephone: (208) 818-0836
Email: ajohnson@hughesinv.com

4.6. Relationship of Parties. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

4.7. Time. Time is of the essence with respect to each and every term, condition, obligation and provision contained in this Declaration.

4.8. Waiver. The failure of any Party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies that such Party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed effective as of the day and year first above written.

HJ GRATHOL,
a California general partnership

By: HJ BAYVIEW GATEWAY, LLC,
a Delaware limited liability company,
its Manager Partner

By: *William W. Hughes, Jr.*
Name: William W. Hughes, Jr.
Title: Managing Member

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On March 18, 2022, before me, Cindy A. Stoltman,
(insert name and title of the officer)

Notary Public, personally appeared William W. Hughes, Jr.,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Cindy A. Stoltman*

(Seal)



EXHIBIT A

LEGAL DESCRIPTION OF HJ CENTER PROPERTY

Real property in the City of Athol, County of Kootenai, State of Idaho, described as follows:

Lots 2 through 12, inclusive, and Lot 19, Block 1, THE CROSSINGS AT ATHOL, according to the plat thereof recorded in Book L of Plats at Page 413, records of Kootenai County, Idaho.

EXHIBIT B

LEGAL DESCRIPTION OF HJ EXCESS PROPERTY

Real property in the City of Athol, County of Kootenai, State of Idaho, described as follows:

Lot 1, Lots 13 through 18, inclusive, and Lots 20 through 22, inclusive, Block 1, THE CROSSINGS AT ATHOL, according to the plat thereof recorded in Book L of Plats at Page 413, records of Kootenai County, Idaho.

EXHIBIT C

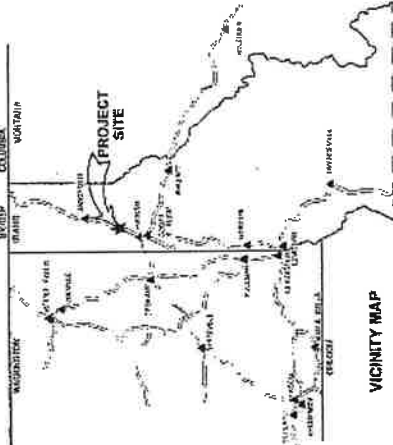
PARCEL MAP

(See attached.)

THE CROSSINGS at ATHOL

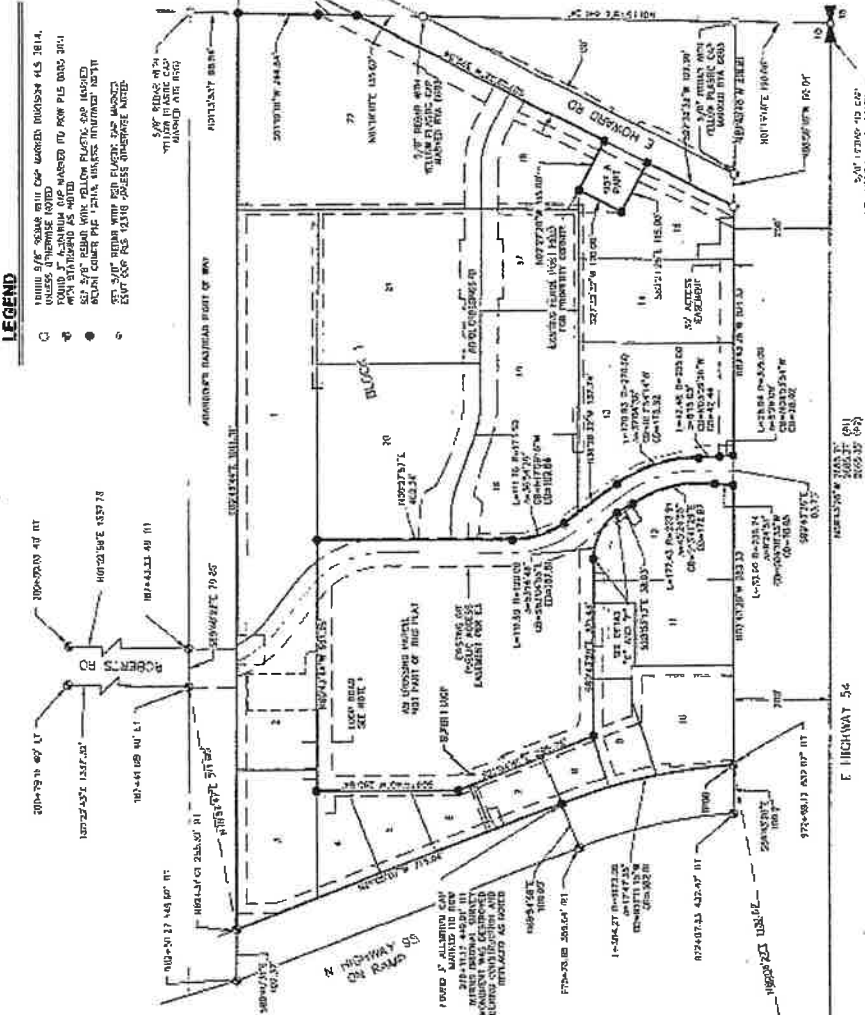
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CONFORM COPY



VICINITY MAP

REFERENCES: RECORD OF DEEDS BOOK 23 OF SAGEWA, PAGE 214
 RECORD OF DEEDS BOOK 23 OF SAGEWA, PAGE 186
 RECORD OF DEEDS BOOK 23 OF SAGEWA, PAGE 187
 RECORD OF DEEDS BOOK 23 OF SAGEWA, PAGE 188
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