

DECLARATION ESTABLISHING COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR LOWER BLUFF ESTATES #2

THIS DECLARATION is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_, by GTIG Lower Bluff LLC herein called "Grantor."

ARTICLE I: RECITALS

1.1 Real Property Description. Grantor is the owner of all that real property located in Gem County, Idaho, as described in Exhibit A this is attached hereto and incorporated herein by this reference, and sometimes referred to herein as "Lower Bluff Estates #2," property, parcels, Lot or Lots. Grantor intends to develop Lower Bluff Estates #2 into multiple "Lots."

1.2 Conditions. Any purchaser of a Lot within Lower Bluff Estates #2 acknowledges that said Lot is subject to the covenants, conditions, and restrictions contained herein and all applicable zoning and other governmental regulations that are now in effect or that may herein after be imposed. Said purchaser acknowledges familiarity with the same, constructively or otherwise.

1.3 Purpose. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "Restrictions") that apply to said real property. The restrictions are designed to preserve the value, desirability and attractiveness of Lower Bluff Estates #2 and to ensure a quality development.

ARTICLE II: DECLARATION

Grantors hereby declare the real property described in Exhibit A and each portion thereof, shall be subject to the following terms, covenants, conditions, easements and restrictions, which are to enhance the value, desirability, and attractiveness of described property. The terms, covenants, conditions, easements and restrictions set forth herein shall run with the land, and shall be binding upon all persons having any interest in the described property or portion thereof. The terms of this declaration may be enforced by Grantors, by any owner of such owner's successors in interest against any other owner, tenant or occupant of the described property.

ARTICLE III: GENERAL AND SPECIFIC RESTRICTIONS

3.1 Structure – Generally. All structures are to be designed, constructed and used in such a manner as shall be compatible with this Declaration, and shall meet the following minimum standards:

3.1.1 Use, Size, Height and Constructions of Dwelling Structure. All building Lots shall be improved and used solely for residential use. No building Lot shall be improved except with a single family dwelling unit designed and other such improvements as are necessary or customarily incident to a single family residence and two (2) outbuildings consisting of one (1) shop and one (1) barn for farm animals. Business conducted in the home or shop are only allowed under the following conditions: no signing or advertising of any kind shall be visible from outside the residence, no additional traffic shall result from the home business, no outside gathering or outside activities connected with the business shall occur. The minimum square footage of living space of each dwelling unit, excluding the garage and open porches, shall be 1600 square feet on the first floor. No building structure shall be over 35 feet tall. All residences shall be constructed on the Lot. No manufactured homes or pre-manufactured homes shall be allowed on any Lot. Each dwelling unit must have at least two exterior lights illuminating the garage door openings, and one exterior light for the front entry. Before any construction shall begin, the Grantor shall be given a copy of the plans for the improvement and shall confirm in writing that the plans meet the square footage and garage structure requirements set forth in this section. This also applies to shop and barn.

3.1.2 Prohibited Building/Uses. No trailer or other vehicle, tent, shack, garage, accessory building, or outbuilding shall be used as a temporary or permanent residence.

3.1.3 Completion of Construction. All construction shall be completed within two years of when construction is commenced.

3.2 Signs. No sign of any kind shall be displayed to the public view, except: (1) such signs as may be used by Grantors in connection with the development of the property and the sale of building Lots; (2) temporary signs naming the contractors, the architect, and the lending institution for a particular construction operation; and (3) one sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet as may be displayed by an owner other than Grantors on or from a building Lot advertising the residence for sale or lease.

3.3 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the property, and no odor shall be permitted to arise therefrom so as to render the property or any portion thereof unsanitary, unsightly, offensive or detrimental to the property or its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the property so as to be offensive or detrimental to the property or to its occupants generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other

than security devices used exclusively for the security purposes), flashing lights or search lights shall be located, or used or placed on the property.

3.4 Exterior Maintenance - Owner's Obligations. No improvement shall be permitted to fall into disrepair, and each improvement and all landscaping shall at all times be kept in good condition and repair.

3.5 Drainage. There shall be no interference with the established drainage pattern over any portion of the property, unless an adequate alternative provision is made for proper drainage. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the property is completed by Grantors. All Lots shall be landscaped and planned so that the drainage water shall flow in accordance with the established drainage pattern.

3.6 Grading. The owner of any building Lot within the property in which grading or other work has been performed shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices, and plantings and ground cover installed or completed thereon.

3.7 Unsightly Articles. No unsightly articles shall be permitted to remain on any building Lot so as to be visible from any other portion of the property. Without limiting the generality of the foregoing, refuse, garbage and trash shall be in containers. No equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials. Each Lot shall be properly landscaped and no weeds shall be permitted to grow on any Lot whether or not the residence on the Lot has been constructed.

3.8 Animals. For Lots, no more than two (2) large animals shall be kept on property. (Large animals are limited to, horses, sheep, llamas, and alpacas). Dogs may be kept on the property so long as they are not a nuisance to other owners and provided that no more than the number allowed by Gem County ordinance shall be kept on any Lot.

3.9 Leasing Restrictions. Any lease (as defined below) between an owner and his tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration. Any failure by said tenants to comply with the terms of such document shall be default under such lease. For the purpose of this Declaration, a "lease" shall mean any agreement for the leasing or rental of a "Dwelling Unit" including a month-to-month rental agreement, and all such leases

shall be in writing. Other than the foregoing, there is no restriction on the right of any owner to lease his dwelling unit.

3.10 EID Easement. Property owners must locate all fences, structures, building, etc. outside of Emmett Irrigation's easement. Nothing can be placed within EID's easement.

3.11 Fencing. No T-Posts, barbed wire, ribbon or other forms of temporary fencing will be allowed.

## ARTICLE IV: MISCELLANEOUS

4.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitude of this Declaration shall run for the term of fifteen (15) years from the date this Declaration is recorded, unless amended as herein provided. Thereafter, such covenants, conditions, and restrictions shall be automatically extended for successive periods of then (10) years each unless amended or extinguished by a written instrument executed by the owners holding at least three-fourth (3/4) of the votes of the Development, and such written instrument is recorded with the Gem County Recorder. There shall be one vote for each Lot.

4.2 Enforcement and Non-Waiver.

4.2.1 Right of Enforcement. Except as otherwise provided herein, any owner of any building lot shall have the right to enforce any or all of the provisions hereof against any property within Lower Bluff Estates #2 and owners thereof.

4.2.2 Violations and Nuisances. The failure of any owner of a building Lot to comply with any provision hereof, is hereby declared a nuisance and will give rise to a cause of action in by any owner of a building lot(s) within the property for recovery of damages or for negative or affirmative injunctive relief or both.

4.2.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and/or all enforcement procedures in law and equity.

4.2.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

4.2.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

4.3 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the property. The Declaration shall be construed and governed by the laws of the State of Idaho.

4.3.1 Restrictions Construed Together. All provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the property as set forth in the recitals of this Declaration.

4.3.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

4.3.3 Singular Includes Plural. Unless context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

4.3.4 Captions. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set for in any of the provisions thereof.

4.4 Successors and Assigns. All references herein to Grantors, Owners, or person shall be construed to include all successors, assigns, partners and authorized agents of Grantors, Owners or person.

4.5. Rights of Mortgagors. Notwithstanding any other provisions of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the beneficiary under any deed of trust upon a building lot made in good faith and for value, and recorded prior to the recording of such amendment, provided that after the foreclosure of any such deed of trust building lot shall remain subject to this Declaration as amended.

IN WITNESS WHEREOF, the Grantor has signed this declaration establishing covenants, conditions and restrictions for Lower Bluff Estates #2 effective the date first above written.

GRANTORS:

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STATE OF IDAHO

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_\_, before me, a notary public, personal appeared Jesse Taff known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My commission expires \_\_\_\_\_