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7-17500

BCT

**PROTECTIVE COVENANTS FOR  
COMORE LOMA DIVISION #15**

KNOW ALL MEN BY THESE PRESENTS:

That Comore Development Inc. & Hi-Willow Ranch Corporation, of the County of Bonneville, State of Idaho, being the owners of the following described property located in Bonneville County Idaho, to wit:

Comore Loma, Division No. 15 to the County of Bonneville,  
State of Idaho, per the recorded plat thereof and

in order to protect their interests and that of subsequent lot and home owners in said premises, which are to be known hereafter as "Comore Loma Subdivision", and in order to insure the uniform and desirable use, occupancy and improvements on said real property, do hereby impress the above described real property with the following covenants and restrictions.

1. Persons Bound by These Restrictions. The covenants and restrictions are to run with the land and all persons, corporations, partnerships or associations or other entities who now own or shall hereafter acquire any interest in any of the land herein before described, or any lot, portion or parcel thereof, shall be taken only upon, and held subject to, the following covenants, restrictions and stipulations as to the use thereof, and as to the construction of residences and other improvements thereon, for a period of thirty (30) years from the date hereof, at which time said protective covenants shall be automatically extended for successive periods of ten (10) years each. PROVIDED however, the owners of said lots and land may change such covenants in whole or in part during any term or extended term, such vote to require plurality comprised of not less than the then owners of two-thirds (2/3) of the actual owners of lots in the said tract, and evidence of said vote must be recorded with the County Recorder of Bonneville County, Idaho.

2. Use of Land, Cost, Frontage. None of said land or any fractions thereof shall be improved, used or occupied for any purpose other than for private residential purposes, such restriction to private residential purposes to include, but not necessarily be limited to, the following specific covenants and restrictions:

- A. Not more than one dwelling shall be built upon one (1) acre plot.  
Any dwelling shall be designed for not more than occupancy by one family, and shall be a detached single family dwelling not to exceed two stories in eight. Two stories in height means: Two stories above grade at the high

point of ground adjacent to the structure, No more than three (3) stories including basement is permitted.

B. No pre-built or prefabricated homes of any nature shall be permitted on any lot unless a deviation from such restriction shall have been approved, in writing, by the Architectural Control Board. Also, no dwelling shall be permitted on any lot at a cost of less than \$110,000 based upon cost levels prevailing on the date these covenants are recorded in Bonneville County, Idaho, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated above for the minimum permitted dwelling size.

C. For a single story dwelling (with or without basement), exclusive of open porches and garages, the ground floor shall be not less than 1,400 square feet. For a split level home, the combined area of the top and main level, exclusive of open porches and garages shall not be less than 1,400 square feet. For a split entry home, the combined area of the two levels shall not be less than 2,800 square feet. For a two story home, the combined area of the top two levels shall be not less than 2,000 square feet.

D. All dwellings shall be equipped with bath and toilet facilities connected to a sewer system approved by the County of Bonneville and the State of Idaho and shall have a water supply and connection, a central heating plant, or an electrical heating and lighting system, approved by the County of Bonneville and the State of Idaho. Notwithstanding the above connection to a community water system shall not exceed 20-gallons of water per minute, per lot and dwelling.

E. No livestock or animals of any kind or character shall be permitted to be kept or maintained on said property except:

- (1) Not to exceed two household pets per member of the family actually residing in the dwelling on the lot.
- (2) No more than a total of two (2) horses and/or cattle, regardless of age or size, per acre of area used for that purpose.
- (3) Not more than twelve (12) chickens.

May be allowed with each dwelling. Under no circumstances shall any sheep, goats or swine be permitted to be kept or maintained on the property. All livestock shall be kept in an enclosure or on a leash except for household pets. All horses,

- cattle and chickens must be kept in an enclosure at least 50 feet distant from any dwelling. All household pets shall be on a leash or on their premises.
- F. All garbage and refuse must be kept in receptacles of a design approved by the Architectural Control Board, and placed in uniform locations and out of sight of the general public. Said garbage shall be disposed of at least weekly.
- G. All plans for structures of any kind to be built or installed on any dwelling site shall be first submitted to the Architectural Control Board for approval as to the location, on the dwelling site, and for approval as to the architectural harmony of the proposed structure with the rest of the development. The decision of said Board in approving or denying said plans shall be in all cases final.
- H. No commercial or industrial adventures or businesses of any type may be constructed and maintained upon said property. However, home occupation is permissible as is allowed by Bonneville County Planning and Zoning regulations.
- I. No barn, coop, hutch or shelter for pets or animals shall be erected closer than 100 feet from any dwelling, or nearer than 150 feet from any front property line, or nearer than 20 feet from any side property line, unless a deviation from such restrictions shall have been approved in writing by the Architectural Control Board.
- J. No sign of any kind shall be displayed to the public view on any lot except that a sign advertising all or any portion of said property to be for sale or rent may be temporarily maintained.
- K. No lot shall be used or maintained as a dumping ground for rubbish.
- L. No noxious or offensive activities shall be carried on upon any portion of said property, nor shall anything be put thereon which may be or may become an annoyance or nuisance to the neighborhood, and all animals shall be maintained under such circumstances to insure that they shall not become offensively odorous or noisy, including, but not limited to barking dogs.
3. Building Locations. No dwelling shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 20 feet to any side lot line or nearer than 100 feet to any rear lot line, unless a deviation from such restriction shall have been approved, in writing, by the Architectural Control Board.
4. Size of Lots. No lot shall be under one (1) acre for each dwelling. Each dwelling site shall have a frontage of not less than 100 feet along the roadway or the street servicing said lot, except a lot fronting a cul-de-sac shall have a frontage of not less than 50 feet.

5. Subdividing. No portion of this property shall be re-subdivided in any manner whatsoever without prior written approval of the Architectural Control Board.

6. Temporary Residences Prohibited. No trailerhouse, mobile homes, tents, shacks, garbage, barn or other outbuildings erected on the subject property shall at any time be used as a residence, temporarily or permanently. No structure of a temporary character shall remain on the property for a period in excess of six months.

7. Restrictions on Fences and other Obstructions to View. No fence, wall, hedge, shrub, tree or other plant which would obstruct sight lines at elevations between 3 ½ and 6 feet above the roadway, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street-property lines and a line connecting them at a point 35 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street-property lines, where they extended in the fashion identified above. This same sight-line limitation shall apply on any lot in relationship to any driveway thereon and the street-property lines, but the depth of the connecting lines shall be ten feet from the intersection of the street-property lines and the appropriate edge of the driveway.

8. Architectural Control Board. The Architectural Control Board is composed of Richard Skidmore, Randy Skidmore, David Skidmore and Brett Skidmore. The Board may designate a representative to act for it. In the event of death or resignation of any member of the Board, the remaining member shall have full authority to designate a successor. Neither of the members of the Board nor its designated representative, shall be entitled to any compensation for services performed pursuant to these covenants.

A. The Board's approval or disapproval as required in these covenants shall be in writing or stamp approval and signed on plans.

B. In the event the Board or its designated representative fails to approve or disapprove any plans or specifications within thirty (30) days after such has been submitted to it, approval will not be required thereof and these covenants shall be deemed to have been fully complied with.

C. At any time, the then record owners of a majority of the acreage covered by these covenants shall have the power, through a duly recorded written instrument, to change the number of members on the Board, to change the membership thereof or to add to, withdraw from, or restore to the Board any of its powers and authorities. Evidence of such vote shall be in writing and shall be recorded with the County Recorder of Bonneville County, Idaho.

D. A minimum of two members of the Board shall constitute quorum, and a majority vote of the Board shall decide any issue. A signature of any board member shall be accepted as the Board's decision.

E. The Architectural Control Board, acting by a majority thereof, shall have the right to interpret and enforce these covenants. Should such Board deem it necessary or convenient, it may require a written interpretation of these covenants adopted by it by appropriate resolution, to be recorded in the records of Bonneville County, Idaho to give notice of such interpretation. However, whether recorded or not, such interpretation by the Board shall be fully effective.

9. Easements. All easements for roads and roadways which currently exist on the above described property as of the date these covenants are recorded shall be and remain permanent easements affecting the described property. Furthermore, any description which may have heretofore or hereafter been recorded and which will affect the described property shall be deemed permanent easements affecting the described property.

10. Enforcement. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate any covenant hereof, and such proceedings may be either to recover damages for such violation, or to restrain such violation.

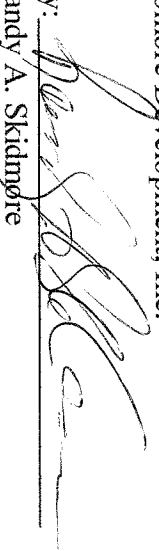
11. Saving Clause. Invalidity of any of these covenants by judgement of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

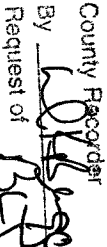
IN WITNESS WHERE OF, the undersigned have hereunto set their hands this 28<sup>th</sup> day of June, 2001.

Comore Development, Inc.

By:   
David M. Skidmore

Comore Development, Inc.

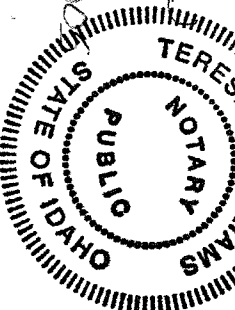
By:   
Randy A. Skidmore

INSTRUMENT NO.	<u>1851505</u>
DATE	<u>6-29-01</u>
INST. CODE	<u>927</u>
IMAGED PGS	<u>2</u>
FEE	<u>18.00</u>
STATE OF IDAHO ) COUNTY OF BONNEVILLE )	ss
I hereby certify that the within instrument was recorded.	
Ronald Longmore,	
County Recorder	
By: 	Deputy
Request of <u>BCF</u>	

STATE OF IDAHO )  
 )ss  
County of Bonneville )

On this 28<sup>th</sup> day of June, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID M. SKIDMORE, known to me to be the Co-Vice President of the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

Teresa A. Williams  
Notary Public for the State of Idaho  
Residing at: Idaho Falls, Idaho  
My Commission Expires: 8-13-2005  


STATE OF IDAHO )  
 )ss  
County of Bonneville )

On this 28<sup>th</sup> Day of June, 2001, before me, the undersigned, a Notary Public in and for the said State, personally appeared RANDY A. SKIDMORE, known to me to be the Co-Vice President of the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

Teresa A. Williams  
Notary Public for the State of Idaho  
Residing at: Idaho Falls, Idaho  
My Commission Expires: 8-13-2005  
