

### PROTECTIVE COVENANTS FOR COMORE LOMA DIVISION #33

KNOW ALL MEN BY THESE PRESENTS:

That Comore Development Inc., 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. 33 to the County of Bonneville,  
State of Idaho, per the recorded plat thereof recorded instrument #1774104; 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 ensure 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. 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 each developed lot. Any dwelling shall be designed for occupancy by not more than one nuclear family and shall be a detached single-family dwelling not to exceed two stories in height. 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. No structure shall be more than 35' high from the final grade of the lot measured at the highest corner of the footprint of the structure.  
In accordance with the current Bonneville County Zoning Ordinance, a guest house or mother-in-law suite is allowed. The guest house may be a separate space or incorporated into a shop or garage. It is not to exceed 800

  
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**PROTECTIVE COVENANTS FOR  
COMORE LOMA DIVISION #33**

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That Comore Development Inc., 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. 33 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 ensure 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. 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 each developed lot. Any dwelling shall be designed for occupancy by not more than one nuclear family and shall be a detached single-family dwelling not to exceed two stories in height. 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. No structure shall be more than 35' high from the final grade of the lot measured at the highest corner of the footprint of the structure.  
In accordance with the current Bonneville County Zoning Ordinance, a guest house or mother-in-law suite is allowed. The guest house may be a separate space or incorporated into a shop or garage. It is not to exceed 800

PROTECTIVE COVENANTS FOR COMORE LOMA SUBDIVISION #33

  
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Error! Unknown document property name.

square feet of living space and must comply with Bonneville County Ordinance 1-448 (Guest House Standards)

- 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 an appraised value of less than \$350,000 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 a basement), exclusive of open porches and garages, the ground floor shall be not less than 1,500 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 1,500 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. The floor area of a guest house or mother-in-law suite is not to exceed 800 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.
- E. Each lot owner in Comore Loma Subdivision that has water service stubbed to the lot is an owner in the Comore Loma Water Corporation. Each connection is allowed 10 gallons per minute and is not to exceed ½ acre of irrigation as allowed by the water rights and or compliance with the State of Idaho regulation.
- F. No livestock or animals of any kind or character shall be permitted to be kept or maintained on said property except:
  - 1. No more than two household pets per member of the family actually residing in the dwelling on the lot.
  - 2. No more than a total of one (1) horse, cow, sheep, and/or goat, regardless of age or size, per acre of area used for that purpose. Not to exceed four (4) per developed lot.
  - 3. Not more than twelve (12) chickens per lot. All other animals will be subject to approval by the Architectural Control Board. All livestock shall be kept in an enclosure or on a leash. All horses, cattle and chickens must be kept

  
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in an enclosure at least 50 feet from any dwelling. All household pets shall be on a leash or on their premises. Vegetation or an appropriate ground cover must be maintained in all animal enclosures.

- G. 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.
- H. 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 final in all cases.
- I. No commercial or industrial ventures or businesses of any type may be constructed and maintained upon said property. However, home occupation is permissible as allowed by Bonneville County Planning and Zoning regulations.
- J. No barn, coop, hutch, or shelter for pets or animals shall be erected closer than 100 feet from any dwelling, or nearer than 100 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. Separate garage or shop buildings must comply with the setback requirements of Bonneville County.
- K. 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.
- L. No lot shall be used or maintained as a dumping ground for rubbish.
- M. 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, including but not limited to motorcycle race tracks. All animals shall be maintained under such circumstances to ensure that they shall not become offensively odorous or noisy, including, but not limited to, barking dogs. All animals shall be confined to the owner's property, including dogs.
- N. It shall be the responsibility of the lot owner to control dust at all times, including, but not limited to, during construction.
- O. Construction of a structure shall be finished 24 months after construction begins, and a Certificate of Occupancy is obtained for the structure. Landscape is to be finished 12 months from obtaining the Certificate of Occupancy from Bonneville

  
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- P. Any disturbed soils or excavated areas shall be landscaped or returned to the natural vegetation. Weeds must be removed and controlled.
- Q. Drainage swells are to be maintained or developed to allow water to flow as per the engineered design of the Comore Loma Subdivision. Culverts and drain pipes must be sized accordingly.
3. Building Locations. No dwelling shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 25 feet to any side lot line, or nearer than 75 feet to any rear lot line, unless a deviation from such restriction shall have been approved, in writing, by the Architectural Control Board.
- A. Shops, outbuildings, and R.V. storage buildings will comply with the setback requirements of Bonneville County and shall complement the residence.
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 to create additional lots in any manner whatsoever without prior written approval of the Board (defined below).
6. Temporary Residences Prohibited. No trailer house, mobile homes, tents, shacks, garage, 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 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 to 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 (the "Board") is composed of Richard Skidmore, Randy Skidmore, Russell Skidmore, Braxton Skidmore, and Brett Skidmore. The Board may designate a representative to act for it. In the event of the death or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. Neither the members of the Board nor the Board's designated representative shall be entitled to any compensation for services performed pursuant to

  
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these covenants.

- A. The Board's approval or disapproval as required in these covenants shall be in writing or stamped approved 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 have been submitted to it, approval will not be required thereof, and these covenants shall be deemed to have been fully complied with, providing a signed document of receipt with the Board, signed and dated.
  - C. A majority of the Board shall constitute a quorum, and a majority vote of the Board shall decide any issue. A signature of any board member certifying that a decision was approved by the Board in accordance with these covenants shall be accepted as the Board's decision.
  - D. The Board, acting by a majority of the members 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.
  - E. Failure to comply with these covenants may result in a fine being assessed for non-compliance of up to \$1,000.00 per day as determined by the Board.
9. Easements. All easements for utilities, 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. The Board has the authority to vacate an easement.
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 judgment of court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

  
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IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 22<sup>ND</sup> day of JANUARY, 2026.

Comore Development, Inc.

By: [Signature]  
Randy A. Skidmore, President

Comore Development, Inc.

By: [Signature]  
Brett C. Skidmore, Vice President

State of Idaho  
County of Bonneville

On this 22<sup>ND</sup> day of JANUARY, 2026, before me, the undersigned, a notary public for the State of Idaho, personally appeared Randy A Skidmore, known or identified to me to be the President, and Brett C Skidmore, known or identified to me to be the Vice President, of Comore Development, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, 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 year in this certificate first above written.

[Signature]  
Signature of Notary Public

(Seal)

BRAXTON SKIDMORE  
Printed Name of Notary Public  
3/12/2027  
Commission Expiration Date:

