

AFTER RECORDING RETURN TO:

J. Miller  
New Tradition Homes, Inc.  
11815 NE 113<sup>th</sup> Street  
Vancouver, WA 98662

Zona G. Lenhart, Auditor, Franklin County, WA.  
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DOCUMENT TITLE(s) (or transactions contained therein):  
DECLARATION OF COVENANTS AND RESTRICTIONS OF BROADMOOR  
ESTATES PHASE IV

GRANTOR(s):  
Helmes Development, Inc.

GRANTEE(s):  
To the Public

LEGAL DESCRIPTION:  
Broadmoor Estates Phase IV  
Volume D of Plats, at Page 353  
City of Pasco, Franklin County, Washington

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

115-382-015  
115-382-024  
115-382-033  
115-382-042  
115-382-097  
115-382-104

**DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
BROADMOOR ESTATES PHASE IV**

The following Declaration of Covenants and Restrictions as recorded in Volume D of Plats, at Page 353 records of Franklin County or City of Pasco, Washington shall affect all of the lots contained within the subdivision of Broadmoor Estates Phase IV.

The following covenants, restrictions, reservations, conditions and agreements shall run with the land and shall be binding upon and ensure to the benefit of all parties hereto, their successors and assigns and all persons claiming upon them and shall be a part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfer and conveyances.

Such covenants, restrictions, reservations, conditions, and agreements shall be binding and effective for a period of 20 years from the date hereof at the end of which time they shall be automatically extended for successive periods of ten years unless platted area has been recorded agreeing to change said covenants in whole or in part EXCEPT however, if prior to such 20 year date, it appears to the advantage of this platted subdivision that these restrictions should be modified, then and in that event any modification desired may be made by a majority of the then owners of lots within this subdivision and evidenced by suitable instrument filed for public record, OR if such event occurs during the development period (development period defined as the period of the time from the date this document is executed and recorded up to the date of completion of separate residential building lots located in Broadmoor Estates) such modification or waiver of nonconformity may be evidenced by special permission granted in writing by an appointed successor, without such vote of other owners provided, however, that such modification or waiver shall not affect the provisions of Paragraph No. 1 as follows:

1. LAND USE: No lot shall be used except for residential purposes, with the exception of the temporary sales trailer and/or temporary sales model home(s) of the builder(s) with lots/homes to market in the neighborhood. No lot shall be re-subdivided into separate building sites.

2. BUILDING TYPE: No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling together with a private garage for not less than two cars. However, the foregoing

provisions shall not be interpreted to exclude a private swimming pool, or a shelter for the protection of said pool, or for a garden shed or garage/workshop not to exceed 24' x 24' foundation dimensions and not to exceed 10' wall height, provided the location of such structure is in conformity with the applicable municipal regulations and the structure is compatible in design and decoration (including fiber-cement 8" lap siding and 30-year architectural composition shingles), with the residence constructed on such lot.

3. **DWELLING SIZE:** The main floor area for one-story dwelling structure exclusive of basements, open or screened porches and attached garages shall not be less than 1300 square feet. Multi-level dwelling structures shall contain a minimum floor area of 1500 square feet with all levels exclusive of garage area, basements, and open or screened porches.

4. **EXTERIOR WALL CONSTRUCTION:**

Option One: Full-wrap Hardiplank 8" lap siding (or comparable fiber cement 8" lap siding on all four sides) with shake siding accents and/or batten siding and/or stone accents.

Option Two: Full-wrap stucco siding (Three (3) coat system with drainage plane) on all four sides with or without any stone accents.

5. **ROOFING MATERIAL:** Roofing material shall be a (minimum) 30-year Architectural composition shingle. Color shall be "Weathered Wood" or comparable.

6. **BUILDING LOCATION:** No building shall be located on any lot with respect to set-back from front, side and rear lot lines, except in conformity with the planning regulations and requirements of the municipal government having jurisdiction within the area in which this subdivision is located.

7. **COMPLETION:** Construction of any dwelling shall be completed including exterior decoration within 6 months from date of start of construction. All lots, during and after construction, shall be kept in a neat and orderly condition and free of brush, vines, weeds and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard. Erosion control measures shall be in place before, during and after construction until permanent landscaping is in place.

8. **FENCE:** No fence or hedge on any lot boundary line shall exceed six (6) feet in height above the grade on which it is situated, and no fence shall be situated

forward of the front yard set-back line as determined by the then current applicable municipal set-back regulations, except that a privacy entry court screening may extend into the set-back area a minimum distance of three (3) feet from the set-back line. All fencing is to be cedar with cedar top cap and steel post (see drawing attached) and all fencing to be concurrent. One coat oil stain (Olympic #909 or comparable) is required either pre-finished or applied the first 6 months after completion.

9. **EASEMENTS:** Easements for the installation of utilities, drainage facilities and berms are reserved as shown on the official plat recorded herewith. The area included in said easements shall be maintained in as attractive and well-kept condition as the remainder of the lot.

10. **NUISANCES:** No noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which grounds shall be maintained in a neat sightly fashion at all times. No parking or dismantling of inoperable vehicles shall be permitted on any lot. No trailers or other recreational vehicles shall be storage-parked on the public street area, nor shall any trailer / recreational vehicles (boats, mobile homes, mobile trailer or truck camper) be storage-parked on any lot or parked within front set back of building line. All recreational vehicles and trailers must be shielded from public view by sight-obscuring fence or garage.

11. **TEMPORARY STRUCTURES:** No structure of a temporary character, including trailers of any type, tent, shack, garage, barn or other outbuilding shall be used as a residence on any lot, at any time, either temporarily or permanently.

12. **SIGNS:** No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except a professional sign not larger than one square foot, or a sign no larger than 18 x 24 inches advertising the property for sale or rent. Signs used by the developers or a builder to advertise the property must also follow this size restriction. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or the owners thereof.

13. **GARBAGE AND REFUSE DISPOSAL:** No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept, except in sanitary containers pending collection and removal. All incinerators or other equipment for the temporary storage of disposal of such material shall be kept in a clean and sanitary condition.

14. **EXISTING STRUCTURES:** No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision, nor shall any dwelling thereon be occupied prior to its completion.

15. **OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

16. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind will be raised, bred or kept on any lot, except that not more than 2 dogs, 2 cats or other usual household pets may be kept provided that they are not permitted to cause damage, constitute a nuisance or run at large in the neighborhood. No pets will be allowed to run loose except within a fenced yard.

17. **ENFORCEMENT:** The failure on the part of any party affected by these restriction at any time to enforce any of the provisions hereof shall in no event be deemed a waiver thereof, nor shall the invalidation of any of said reservations, conditions, agreements, covenants and restrictions by judgement of court order affect any of the other provisions hereof, which shall remain in full force and effect.

18. **ATTORNEY'S FEES:** Should any suit or action be instituted by any party affected by these restrictions to enforce any of these covenants, restrictions, reservations, conditions, and agreements, or to restrain the violation of any thereof after demand for compliance therewith, or for the cessation of such violation, and failure to comply with such demand then and in either of said events and whether such suit or action be reduced to decree or not, the party instituting such action shall be entitled to recover from the defendants therein such sum as the court may adjudge reasonable attorney fees in such suit or action, or appeal thereof, in addition to statutory costs and disbursement.

19. **OVERHEAD ANTENNAS:** No antennas of any kind are allowed. No satellite dishes or similar devices larger than eighteen (18) inches are allowed. No satellite dish shall be located on front of home.

20. **LANDSCAPE:** All landscaping and irrigation shall be installed no later than 90 days from issuance of Certificate of Occupancy. Each lot to have one (1) indigenous tree with diameter of not less than 1-1/4 inches, and planted within six (6) feet of sidewalk in front yard.

**21. REPAIR AND RECONSTRUCTION: In the event of a partial loss or damage resulting in less than total destruction of structures on any lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications which meet all of the standards and restrictions contained herein. Manufactured and/or mobile homes are not and will not be allowed within the subdivision. If a home is completely destroyed for whatever reason, it will be required to be replaced with a single-family residence, with a crawlspace foundation and a stick built frame in accordance with all of the standards and restrictions contained herein. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the lot in a neat and attractive condition consistent with the Community-Wide Standard.**

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Covenants and Restrictions to be executed this 23 day of January, 2009.

Helmes Development, Inc, a Washington Corporation

By: CHRIS HELMES

Name: Chris Helmes

Title: President

By: KELLY HELMES

Name: Kelly Helmes

Title: Secretary

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

On this 23 day January, 2009, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Chris Helmes and Kelly Helmes to me known to be the President and Secretary of Helmes Development, Inc, a Washington corporation, and he/she acknowledged that he/she as said duly authorized officer of said corporation executed said instrument on behalf of said corporation, and acknowledged the said instrument to be the voluntary act and deed of said corporation for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.



Jody M Miller  
Notary Public in and for the State of Washington  
My commission expires: Jan 15, 2011