

3200

When recorded please return to:
Broadmoor Park Management Office.
9250 Sandifur Parkway
Pasco, WA 99301

DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS
 BROADMOOR PLACE PHASE III
 PASCO, WASHINGTON

F A M I

FRONTIER TITLE CO.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ("Declaration") is made on the date hereinafter set forth, by Neighborhood, Inc., a State of Idaho corporation ("Declarant"), with reference to the following facts:

- A. Declarant is the owner of that certain real property, situated in the City of Pasco, County of Franklin, State of Washington which is more particularly described as follows ("Property"):

SEE EXHIBIT A

Ptm SE 8-9-29 115-492-025 10P

- B. Declarant desires to create on the Property a subdivision development to be known as "Broadmoor Place Phase III, as amended" hereinafter referred to as the "Project."
- C. Declarant intends by this document to impose upon the Property mutually beneficial restrictions under a general plan of operation for the benefit of all the said Lots and Owners thereof.
- D. Declarant hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved subject to the following declarations, limitations, covenants, conditions, restrictions. And easements all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and every part thereof. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Project.

ARTICLE 1

Definitions

Unless otherwise expressly provided, the following words and phrases, when used in this Declaration and in the Project Documents, shall have the following meanings:

- 1.1 Architectural Control Committee: A three member board comprised initially of the Declarant and/or its designee Neighborhood, Inc. ("Developer"), and/or its designee, and a third party selected by agreement between the Declarant and the Developer. The Architectural Control Committee, hereinafter referred to as the Committee, shall review all architectural and landscape plans for improvements or modification of existing improvements within the Project. The Declarant and the Developer have the sole and exclusive rights and could anytime, at their individual and separate discretion, select and appoint a successor to their respective position on the board.
- 1.2 Broadmoor Place: Broadmoor Place Phase I, together with Short Plat 2002-05, as amended, and Broadmoor Place Phase II and Broadmoor Place Phase III, as amended, and any and all subsequent phases or addition that may be annexed or incorporated into the Project as provided for by the Declaration.
- 1.3 Declarant: Metropolitan Mortgage and Securities, Inc., its successors-in-interest or assignees with respect to the entire Project, but excluding independent third parties purchasing completed Lots.
- 1.4 Declaration: The Declaration of Covenants, Conditions and Restrictions, as may be amended from time to time.
- 1.5 Home Occupation: The uses permitted by the definition and descriptions for "Home Occupation" set forth in the City of Pasco Planning & Zoning Ordinance, as may be amended.
- 1.6 Land Use: One (1) single family residential dwelling per Lot that complies with the designated City of Pasco zoning designation, the corresponding zoning, improvements and use provisions set forth in City of Pasco Planning & Zoning Ordinance, as may be amended and this Declaration, as may be amended. The Declaration further prohibits any uses, within the Project, that are included under definitions and descriptions for day-care facilities, nursery schools, in or out patient medical facilities, and rehabilitation or recovery facilities.
- 1.7 Landscape Professional: A person, partnership or corporation who designs or installs landscaping as a regular part of its business activity.
- 1.8 Lot: Any particular and separately designated parcel of land indicated by a lot number on the Plat, as described herein.
- 1.9 Mortgage: Includes a mortgage, deed of trust, real estate contract, or other instrument creating a security interest in any Lot.
- 1.10 Mortgagee: Includes a beneficiary or holder of a deed of trust, real estate contract vendor, or other holder of a mortgage (including Declarant or Declarant's assignee with respect to any purchase-money security interest retained by Declarant on sale on any Lot).
- 1.11 Mortgagor: Includes a mortgagor, the trustor of a deed of trust, real estate contract vendee, or other individual granting a security interest in any Lot.



1623014

Page: 3 of 14

04/21/2003 01:48P

FRONTIER TITLE AND ESCROW COCOV

32.00

Franklin Co, WA

1.12 Owner or Owners: The record holder or holders of title of a Lot or Lots in the Project. This shall include any person having a fee simple title to any Lot, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a recorded contract for sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner."

1.13 Plat: The recorded Final Plat of Broadmoor Place Phase III, as amended, that depicts the land included within the Project, which identifies each Lot and all other elements in the Project.

1.14 Project: The entirety of the project described by this Declaration (generally synonymous with "Property").

1.15 Project Documents: This Declaration, the Plat, and applicable statutory and regulatory documents, any of which may be restated or amended from time to time.

1.16 Property: The land described in this Declaration, and every easement or right appurtenant thereto, intended for use in connection therewith or for the use, benefit or enjoyment of the Owners.

1.17 Utility Easements: Those areas designated, as such, on the Plat, that have been dedicated or granted for installation, access, maintenance and repair of utilities and communications systems or networks within the Project.

ARTICLE 2

ARCHITECTURAL CONTROL

2.1 Prohibition of Alteration and Improvement.

Subject to the exemption of Declarant hereunder, no building, sign, fence, wall, obstruction, awning, improvement, or structure of any kind, which would be visible from any area outside of any Lot, shall be commenced, erected, painted, or maintained upon the Property, nor shall any alteration or improvement of any kind be made thereto unless and until the same has been approved in writing by the Architectural Control Committee.

2.2 Plans and Approval.

Plans and specifications showing the nature, kind, shape, color, size, material and location of all proposed improvements or alterations including landscaping shall be submitted to the Architectural Control Committee (Committee) for approval as to quality of workmanship and design and harmony of external design with existing structures, as to location and in relation to surrounding structures, and finish grade elevation, all with reference to the architectural standards set forth in this Article. Further, no construction shall be commenced on any Lot, until the Committee shall have approved in writing the final location of all footings and foundations (as evidenced by physical staking) prior to placement of forms. No permission or approval shall be required to rebuild in accordance with specifications previously approved by the Committee.

It is the intent of these provisions to avoid a mixture of architectural and landscaping styles, which would create disharmony of design and appearance as determined by the Committee. The Committee shall review front and back yard landscaping to insure a proper mixture of trees, shrubs and turf is installed together with the irrigation sprinkler system.

All decisions by the Committee shall be by majority vote, except as otherwise required herein. Neither the Committee nor any of its members shall be liable to any owner for any decision made by the Committee in good faith and in accordance with this Article.

The Committee shall consider and act upon any and all plans and specifications submitted for its approval under this Article, and may perform such additional functions as may be in the best interest of the Project, including the inspection of construction in progress to assure its conformance with plans approved by the Committee. Any applications submitted to the Committee pursuant to this Article shall be deemed approved, unless written disapproval or request for additional information or materials by the Committee shall have been transmitted to the applicant within forty-five (45) days after the date of receipt by the Committee of all required materials.

2.3 Construction Requirements.

After the closing of sale of any Lot the owner shall have his architectural and landscaping plans approved by the Committee, commence construction on said Lot within six (6) months of the date of closing, and complete construction and landscaping within one year from the date of closing.

2.3.1 Domestic Water: The City of Pasco Water District is the purveyor for domestic water to the Lots in the Project. The Developer will provide a tap-on connection, from the City's system to a boundary of each Lot of the Project. It shall be the Lot owner's responsibility and obligation to secure any hook-up approvals and pay for any and all on-site installation and associated costs and fees related to being provided domestic water services. Private water systems are prohibited on all Lots of the Project.



1623014

Page: 5 of 14
04/21/2003 01:48P

FRONTIER TITLE AND ESCROW CO COV

32.00 Franklin Co, WA

- 2.3.2 Irrigation Water: An Irrigation Water Purveyor shall provide water strictly for irrigation purposes to the Lots in the Project. The Developer will provide a tap-on connection, to the Purveyor's dry-line irrigation system. It shall be the Lot owner's responsibility and obligation to secure any hook-up approvals and pay for any and all on-site installation and associated costs and fees related to being provide irrigation water services.
- 2.3.3 Municipal Fees: The Lot owner shall be responsible and obligated to secure the required regulatory permits to construct improvements, as approved by the Committee, on the Lot and to pay for any and all costs and fees, including impact fees, related to the building and construction permits.
- 2.3.4 Unapproved Construction: If any structure shall be erected, placed, altered or maintained upon any Lot, otherwise than in accordance with approved plans and specifications, such use shall be deemed to have been undertaken in violation of this Article 3. Upon written notice from the Committee any such violations shall be removed or re-altered and any such use shall be terminated, so as to extinguish such violation. If within fifteen (15) days after the notice of such a violation, the Owner of the Lot upon which the violation exists shall not have taken reasonable steps toward the removal or termination of the violation, the Committee, the Developer or the Declarant, shall have the right through its agents or employees to enter the Lot and as may be necessary to extinguish any violation and the costs thereof shall be a binding personal obligation of said Owner.

2.4 Architectural Guidelines.

While the Committee shall have discretion in improving architectural plans and specifications submitted pursuant to this Article, the following specific guidelines shall apply:

- 2.4.1 Minimum Dwelling Size: Lots 1-46, Block 1; Lots 63-71, Block 1, according to Final Plat of Broadmoor Place Phase III, on the gross floor area of the primary detached structure, exclusive of the garage, any basement area or any attached ancillary structures, shall, for a single story structure, be a minimum of 900 square feet, and for split level or two (2) story structures, be a minimum of 1300 square feet. Additionally, a garage which provides sufficient space for the parking of two passenger vehicles shall be included.

Lots 47-62, Block 1; according to Final Plat of Broadmoor Place Phase III on the gross floor area of the primary detached structure, exclusive of the garage, any basement area, or any attached ancillary structures shall, for a single story structure, be a minimum of 1300 square feet and for split level or two (2) story structures, be a minimum of 1600 square feet. Additionally, a garage, which provides sufficient space for the parking of two passenger vehicles, shall be included.

Garages, describe above, shall be used perpetually for parking of passenger vehicles and shall not be converted to accommodate any residential, trade, or commercial uses.

- 2.4.2 Accessory Buildings: No detached garages or accessory or utility buildings shall be permitted unless such structure is designed and integrated with the overall architectural and landscaping, is architecturally compatible with the main structure and is approved by the Committee. A single-story storage shed no greater than 200 feet square in floor area may be placed on the property provided that both the color and roofing of the shed is consistent with the design and construction of the residential structure.
- 2.4.3 Roof Construction: Roofs shall be covered with good quality wood shingles, or shakes, or with slate tile or a composition roofing material of a weight and texture deemed visibly compatible and structurally equivalent to wood, slate, or tile. Furthermore, said roof material shall be of a fire class rating of "A or B." Any replacements shall be of like material and color or alternate products to be approved by the Committee.
- 2.4.4 Fences: No wire, cyclone or metal fencing of any kind shall be placed on any Lot. Lot owners may erect fencing only in the rear and side yards, not to extend beyond the front building line. Fencing may not be higher than six (6) feet. "Good neighbor" fencing in which each side of fence is identical shall be required. Front yard fencing is prohibited. Corner lots shall be considered to have two front yards and two side yards for purposes of this restriction. The fencing of corner lot side yards may not extend beyond the front or side building line of the residential structure. The Developer may install fencing, along the South side of the "Project" along the freeway. Should the Developer install said fence shall be owned and maintained by each adjoining lot owner and shall not be removed. Repair or replacement of this perimeter fencing shall be with "like kind" materials. The Developer installed fencing, shall be approved by to City of Pasco, prior to installation. The City may make repairs or replace the fencing as needed Property owners adjoining said fence shall be responsible for payment of all costs associated with maintenance and upkeep. Repair or replacement of this perimeter fencing shall be with "like kind" materials.



- 2.4.5 Mailboxes: Design and placement of mailboxes, newspaper receptacles and street address labeling shall be a part of, and in aesthetic harmony with, the landscape and architectural plans submitted and approved by the Committee.
- 2.4.6 Antennas: No radio, citizen band, or other communication antennas shall be erected upon any Lot or dwelling. Provided however, the Committee shall have the authority to approve any such items in the future if new technologies develop such antennae products that are deemed by the Committee to be unobtrusive to the surrounding properties.
- 2.4.7 Temporary Residency: No trailer, basement, tent, shack, garage, barn, camper or other outbuilding or any structure of a temporary character erected or placed on any Lot shall at anytime be used as a residence.
- 2.4.8 Landscaping Requirements: As part of the construction of each single-family residence within the Project, the lot owner shall be required to landscape and plant the front yard of the residence from the building line to the curb of the roadway, including any portion of the road right-of-way lying between the curb and the residential structure as per the City of Pasco ordinance. Residential structures located on lots with frontage on more than one roadway shall landscape and plant all yards lying between the residential structure and the curb of the roadway. The time limit for completion of the required landscaping shall be no later than six (6) months from the date of occupancy of the residential structure. The lot owner shall, within six (6) months of their date of occupancy, plant, cultivate, and maintain at least one leafy tree, one inch or more in diameter at the base, in the front yard or in the curb side grassy swale. Corner lot owners shall also plant and maintain a tree in the side yard or side yard grassy swale, but shall not impair traffic site distances. The lot owner shall also be required to plant and maintain grass in the grassy area between the curb and the sidewalk, and shall not allow any fills or grade changes as per the City of Pasco ordinance.
- 2.4.9 Exterior Lighting: All exterior lighting shall be low intensity and shall be limited to landscaping or structural accent lighting. No high wattage or mercury vapor yard lights are permitted.
- 2.4.10 Waiver by Committee: Notwithstanding the guidelines set forth in this Article, the Committee shall have the right, by majority vote, to waive any of the architectural standards relating to appraised value, colors, materials, and types of construction, provided the Owner is able to satisfy the Committee that the proposed colors, materials and/or type of construction are at least equivalent in quality and attractiveness to the above standards and would not otherwise be inconsistent with the overall harmony of design and appearance of the Project.

ARTICLE 3

USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the Property and each Lot is subject to the following:

3.1 Use of Individual Lots.

No Lot shall be occupied and used except for private, single-family residential purposes by the Owners, their tenants, and invitees. To the extent allowed by the "Home Occupation" provisions of the Pasco Planning and Zoning Ordinance, the trade or business use of a lot shall be restricted as follows:

- 3.1.1 Family Member: The allowable home occupation may only be conducted by a family member, and involve no non-family employees on the site.
- 3.1.2 Visibility: The allowable home occupation must have no exterior visibility, be conducted totally within the residence, and not be open to the public.
- 3.1.3 Traffic and Parking: The allowable home occupation must not increase vehicular traffic in the Project, or increase on-street parking.

Day Care facilities, nursery schools, in-patient or out-patient medical facilities, including rehabilitation or recovery facilities, are prohibited within the Project. Educational and religious activities must comply with the above-described "home occupation" restrictions.

No goods, equipment, materials, supplies, or vehicles (including buses, trucks, and trailers) of any description used in connection with any trade, service, or business wherever the same may be conducted, shall be kept, parked, stored, dismantled, or repaired outdoors on any Lot or on any road within the Project.

3.2 Nuisances.

No noxious, illegal, or offensive activities shall be carried on in any Lot, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to, or which may in any way interfere with, the quiet enjoyment by each Owner of his respective Lot.

3.3 Signs.

Signs temporarily advertising Lots for sale or rent may be displayed on the Property without prior approval of the Committee provided that such signs shall be of reasonable and customary size. Except as expressly permitted by this paragraph, no signs shall be displayed in public view on any Lot or any portion of the Property, unless first approved by the Committee in its discretion. Any signs installed by the Declarant or the Developer for purposes associated with the Project are exempt and excluded from this provision.

3.4 No Further Subdivision.

No Lot shall be further split, divided, or subdivided for sale, resale, lease, mortgage, or gift for the purpose of creating an additional building site.

3.5 Garbage Disposal.

No Lot shall be used or maintained as a dumping ground for garbage or rubbish. Trash, garbage, and other waste shall be kept in aesthetically non-offensive and good-condition sanitary containers concealed from view. The temporary storage of such refuse and/or wood



1623014

Page: 9 of 14

04/21/2003 01:48P

32.00 Franklin Co, WA

FRONTIER TITLE AND ESCROW COCOV

piles, etc. shall not be allowed within view of the street, except for garbage containers and receptacles are permitted on the front portion of the Lot during a twelve (12) hour period before and a twelve (12) hour period after scheduled pick-up by the servicing garbage entity.

3.6 Animals Restriction.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except a reasonable quantity of ordinary household pets such as dogs, cats, and birds, may be kept on the property, provided, however, that they are not kept, bred, or maintained for commercial purposes, and that they are kept in accordance with the animal control laws of the City of Pasco. No commercial kennels shall be kept on any lot.

3.7 Recreational Vehicles.

Exposed, unlicensed vehicles shall not be permitted upon the streets of the Project, nor within public view upon any lot. Recreational vehicles, including boats, shall not be parked upon the streets of the Project for more than twenty-four hours at any one time. Permanent or seasonal storage of recreational vehicles is prohibited except in rear yards, enclosed side yards, or within garages. No semi-truck and/or trailer shall be permitted to park on the streets within the Project, other than while making deliveries or unloading passengers.

3.8 No Warranty of Enforceability.

While Declarant has no reason to believe that any of the restrictive covenants contained in this Article, or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot in the Project in reliance on one of more of such restrictions shall assume all risk of the validity and enforceability thereof and by acquiring the Lot agrees to hold Declarant harmless therefrom.



ARTICLE 4

GENERAL PROVISIONS

4.1 Duration.

This Declaration shall continue in full force for a term of thirty (30) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a declaration of termination is recorded, meeting the requirements of an amendment to this Declaration as set forth in the following sub-paragraph.

4.2 Amendment.

Upon completion of the Declarant Development Period, when all lots in all phases of Broadmoor Place are sold, amendments to these covenants, conditions and restrictions can be made by a vote of the Lot Owners. Said vote to amend the Declaration shall require a sixty seven percent (67%) affirmative vote of the then current total Lot ownership subject to the Declaration.

4.3 Annexation.

The Declarant reserves the right to annex additional phases of the Broadmoor Place project to the Broadmoor Place – Phase III and to otherwise allow other subdivisions of similar land use within the Broadmoor Park project to be governed by this Declaration. Any such annexation together with finalization of any plats, engineering or survey plans, and corresponding, supplemental or sequential documentation association with any and all annexations, shall be the sole and exclusive right of the Declarant and shall not require approval, by any form, by the Lot owners.

4.4 Declarant's Rights and Reservations.

The Declarant is undertaking the work of subdivision and sale of the Project. Completion of that work is essential to the establishment and welfare of the Property as a residential community. In order that said work may be completed and said Property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

Prevent Declarant its contractors or subcontractors from doing on the Property, or any Lot, whatever is reasonably necessary or advisable in connection with the completion of the work; or

Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Property such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Property as a residential subdivision and disposing of the same in parcels by sale, lease or otherwise;
or

Prevent Declarant from maintaining such sign or signs on any of the Property as may be necessary for the sale, lease or disposition thereof.

4.4.1 So long as Declarant, its successors-in-interest or assigns owns one or more of the Lots established and described in this Declaration, except as otherwise specifically provided herein, Declarant, its successors and assigns shall be subject to the provisions of this Declaration.



1623014

Page: 11 of 14
04/21/2003 01:48P

FRONTIER TITLE AND ESCROW COCOV

32.00 Franklin Co, WA

- 4.4.2 In the event Declarant shall convey all of its right, title and interest in and to the Property to any third person, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder and such third person shall be obligated to perform all such duties and obligations of the Declarant.



1623014

Page: 12 of 14
04/21/2003 01:48P
Franklin Co, WA

FRONTIER TITLE AND ESCROW COCOV

32.00

4.5 Enforcement.

The Committee, any Owner, and any governmental or quasi-governmental agency or municipality having jurisdiction over the Project shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter provided by this Declaration, and in any such action shall be entitled to recover its costs, and reasonable attorney fees as are ordered by the Court. Failure by any such person or entity to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter.

4.6 Severability.

Should any provision of this Declaration be declared invalid or in conflict with any applicable law, the validity of all other provisions shall remain unaffected and in full force and effect.

4.7 Conflict of Project Documents.

If there is any conflict among or between the Project documents, the provisions of this Declaration shall prevail; thereafter, priorities shall be given to Project documents in the following order: Plat and then rules and regulations.



1623014

Page: 13 of 14
04/21/2003 01:48P
Franklin Co, WA

FRONTIER TITLE AND ESCROW COCOV

32.00

The undersigned, being the Déclarant herein, has executed this Declaration on this the 30th day of March, 2003 K

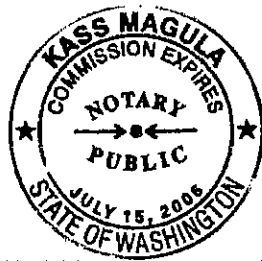
DECLARANT:

NEIGHBORHOOD, INC.

By: Clifford E. Mort, pres
Clifford E. Mort, President

STATE OF WASHINGTON)
COUNTY OF SPOKANE Benton

On this 30th day of March, 2003 K, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Clifford E. Mort to me known as the President of Neighborhood, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and who stated that they were authorized to execute the said instrument. Given under my hand and official seal the day and year last above written.



Kass Magula
Notary Public
Residing at pasco
Spokane



1623014

Page: 14 of 14
04/21/2003 01:48P
32.00 Franklin Co, WA

FRONTIER TITLE AND ESCROW COCOV

**EXHIBIT A
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BROADMOOR PLACE PHASE III**

That portion of the Southeast quarter of Section 8, Township 9 North, Range 29 East, Willamette Meridian, City of Pasco, Franklin County, Washington, described as follows:

COMMENCING at the East quarter corner of said Section 8; thence S00°33'07"E 1,142.74 feet along the east line of the Southeast quarter of said Section 8, to the southeast corner of Lot 7, Block 6, BROADMOOR PLACE PHASE 2, per plat recorded in Volume D of Plats, Page 210, records of Franklin County; and the POINT OF BEGINNING;

thence continuing S00°33'07"E 1,170.37 feet along said east line to the North right-of-way line of SR-182, thence N 67°51'07" W 205.68 feet, along the North right-of-way line of SR-182 thence N 65°56'34" W 821.97 feet, continuing along said North right-of-way line to the southeast corner of Lot 17, Block 1 of said Broadmoor Place Phase 2, thence along the southerly boundary of said BROADMOOR PLACE PHASE 2 the following eleven (11) courses:

1. thence N00°33'07"W 275.22 feet;
2. thence N89°26'53"E 62.07 feet;
3. thence N00°33'07"W 120.00 feet;
4. thence N89°26'53"E 130.00 feet;
5. thence N00°33'07"W 345.00 feet;
6. thence N89°26'53"E 180.00 feet;
7. thence S00°33'07"E 45.00 feet;
8. thence N89°26'53"E 375.00 feet;
9. thence N00°33'07"W 95.00 feet;
10. thence N79°59'09"E 60.83 feet;
11. thence N89°26'53"E 130.00 feet to the east line of said Southeast quarter and the to Point of Beginning.