

AFTER RECORDING RETURN TO:

New Tradition Homes, Inc.
11815 NE 113th Street
Vancouver, WA 98662



CHICAGO TITLE INSURANCE

misc-07-383

86-

DOCUMENT TITLE(s) (or transactions contained therein):
DECLARATION OF COVENANTS AND RESTRICTIONS OF BROADMOOR
ESTATES PHASE III

GRANTOR(s):
New Tradition Homes, Inc.

GRANTEE(s):
To the Public

LEGAL DESCRIPTION:
Broadmoor Estates Phase III
Volume D of Plats, at Page 330
City of Pasco, Franklin County, Washington

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):
115-415-128

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

The following Declaration of Covenants and Restrictions as recorded in Volume D of Plats, at Page 330 records of Franklin County or City of Pasco, Washington shall affect all of the lots contained within the subdivision of Broadmoor Estates Phase III.

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:** Full-wrap Hardiplank 8" lap (or comparable fiber cement 8" lap siding on all four sides) with Hardishingle 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 8 day of November, 2007.

Helmes Development, Inc, a Washington Corporation

By: [Signature]

Name: Chris Helmes

Title: President

By: [Signature]

Name: Kelly Helmes

Title: Secretary



STATE OF WASHINGTON)
) ss.
County of Clark)

On this 8th day November, 2007, 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

After Recording Return to:
J. Miller
New Tradition Homes, Inc.
11815 NE 113th Street, Suite 100
Vancouver, WA 98662

CHICAGO TITLE INSURANCE
misc 08-529

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR BROADMOOR ESTATES PHASE III**

DATE OF DOCUMENT: June 30, 2008
GRANTOR: Helmes Development, Inc., a Washington Corporation
GRANTEE: Helmes Development, Inc., a Washington Corporation
RELATED DOCUMENTS: 1711342
LEGAL: Broadmoor Estates Phase III
Volume D of Plats, at Page 310
City of Pasco, Franklin County, Washington
TAX PARCEL: 115-415-128

THIS IS THE FIRST AMENDMENT to the Declaration of Covenants, Conditions, and Restrictions for Broadmoor Estates Phase III, recorded under Franklin County Auditor's file number 1711342 on November 19, 2007 ("Declaration") by Helmes Development, Inc., a Washington corporation ("Helmes"). This First Amendment is made by Helmes, which is duly authorized to transact business in the state of Washington, and the owner of all lots within the development known as Broadmoor Estates Phase III.

RECITALS

1. Helmes makes this First Amendment pursuant to Helmes's unqualified right to make this First Amendment, and now Helmes amends the Declaration as set forth herein.

2. This First Amendment applies to all real property within Broadmoor Estates Phase III, and legally described as:

Broadmoor Estates Phase III
Volume D of Plats, at Page 310
City of Pasco, Franklin County, Washington.

3. The terms of this First Amendment constitute covenants, conditions and restrictions that run with the land and that burden and benefit the applicable properties within Broadmoor Estates Phase III, as described herein, and shall inure to the benefit and be binding upon the successors and assigns of Grantor and Grantee.

4. In the event of any conflict between the terms of the Declaration and this First Amendment, the terms of the First Amendment shall control.

AMENDMENT

Now, therefore, the undersigned does hereby amend Section 4 of the Declaration to read as follows:

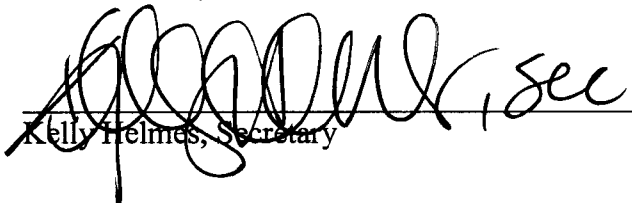
Section 4. EXTERIOR WALL CONSTRUCTION: Full-wrap Hardiplank 8" lap siding (or comparable fiber cement 8" lap siding on all four sides) with shake siding accents and/or batten siding accents.

CERTIFICATION

The undersigned President and Secretary of Helmes Development, Inc. hereby certify, on oath before a notary public, the preceding First Amendment to the Declaration is approved under applicable law.

Helmes Development, Inc., a Washington corporation

By: 
Chris Helmes, President

By: 
Kelly Helmes, Secretary

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After Recording Return to:
J. Miller
New Tradition Homes, Inc.
11815 NE 113th Street, Suite 110
Vancouver, WA 98662

CHICAGO TITLE INSURANCE
misc# 08-536

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR BROADMOOR ESTATES PHASE III**

DATE OF DOCUMENT: July 7, 2008
GRANTOR: Helmes Development, Inc., a Washington Corporation
GRANTEE: Helmes Development, Inc., a Washington Corporation
RELATED DOCUMENTS: 1711342
LEGAL: Broadmoor Estates Phase III
Volume D of Plats, at Page 310
City of Pasco, Franklin County, Washington
TAX PARCEL: 115-415-128

THIS IS THE SECOND AMENDMENT to the Declaration of Covenants, Conditions, and Restrictions for Broadmoor Estates Phase III, recorded under Franklin County Auditor's file number 1711342 on November 19, 2007 ("Declaration") by Helmes Development, Inc., a Washington corporation ("Helmes"). This Second Amendment is made by Helmes, which is duly authorized to transact business in the state of Washington, and the owner of all lots within the development known as Broadmoor Estates Phase III.

RECITALS

1. Helmes makes this Second Amendment pursuant to Helmes's unqualified right to make this Second Amendment, and now Helmes amends the Declaration as set forth herein.

2. This Second Amendment applies to all real property within Broadmoor Estates Phase III, and legally described as:

Broadmoor Estates Phase III
Volume D of Plats, at Page 310
City of Pasco, Franklin County, Washington.

3. The terms of this Second Amendment constitute covenants, conditions and restrictions that run with the land and that burden and benefit the applicable properties within Broadmoor Estates Phase III, as described herein, and shall inure to the benefit and be binding upon the successors and assigns of Grantor and Grantee.

4. In the event of any conflict between the terms of the Declaration and this Second Amendment, the terms of the Second Amendment shall control.

AMENDMENT

Now, therefore, the undersigned does hereby amend Section 4 of the Declaration to read as follows:

Section 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.

CERTIFICATION

The undersigned President and Secretary of Helmes Development, Inc. hereby certify, on oath before a notary public, the preceding First Amendment to the Declaration is approved under applicable law.

Helmes Development, Inc., a Washington corporation

By: [Signature]
Chris Helmes, President

By: [Signature], sec.
Kelly Helmes, Secretary

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State of Washington)
County of Clark) ss. **Corporate Acknowledgment**

On this 7 day of July, 2008, before me personally appeared Chris Helmes and Kelly Helmes, to me known to be the President and Secretary of Helmes Development, Inc. that executed the within and foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to executes such instrument.

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

Jody M. Miller
Notary Public in and for the State of
Washington, residing at Vancouver

After Recording Return to:
J. Miller
New Tradition Homes, Inc.
11815 NE 113th Street, Suite 100
Vancouver, WA 98662

CHICAGO TITLE INSURANCE
09-401MISC.

**THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS
AND RESTRICTIONS
FOR BROADMOOR ESTATES PHASE III**

DATE OF DOCUMENT: July 28, 2009

GRANTOR: Helmes Development, Inc., a Washington Corporation

GRANTEE: Helmes Development, Inc., a Washington Corporation

RELATED DOCUMENTS: 1711342, 1721413, 1722217

LEGAL: Broadmoor Estates Phase III
Volume D of Plats, at Page 310
City of Pasco, Franklin County, Washington

TAX PARCELS: 115-412-129, 115-412-130, 115-412-131, 115-412-132,
115-412-133, 115-412-134, 115-412-135, 115-412-136,
115-412-137, 115-412-138, 115-412-139, 115-412-140,
115-412-141, 115-412-142, 115-412-143, 115-412-144,
115-412-145, 115-412-146, 115-412-147, 115-412-148,
115-412-149, 115-412-150, 115-412-151, 115-412-152,
115-412-153

THIS IS THE THIRD AMENDMENT to the Declaration of Covenants and Restrictions for Broadmoor Estates Phase III, recorded under Franklin County Auditor's file number 1711342 on November 19, 2007 ("Declaration") by Helmes Development, Inc., a Washington corporation ("Helmes"); and as amended by the First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Broadmoor Estates Phase III, recorded under Franklin County Auditor's No. 1721413 on July 3, 2008 ("First Amendment"); and as further amended by the Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Broadmoor Estates Phase III, recorded under Franklin County Auditor's No. 1722217 on July 22, 2008 ("Second Amendment"). The

Declaration, First Amendment, and Second Amendment shall be collectively referred to herein as the "Declaration." This Third Amendment to the Declaration of Covenants and Restrictions for Broadmoor Estates Phase III ("Third Amendment") is made by Helmes, which is duly authorized to transact business in the state of Washington, and the owner of a majority of lots within the development known as Broadmoor Estates Phase III.

RECITALS

1. Helmes has the unilateral right to make this Third Amendment because Helmes owns a majority of lots within Broadmoor Estates Phase III.

2. This Third Amendment applies to all real property within Broadmoor Estates Phase III, Volume D of Plats, at Page 310, City of Pasco, Franklin County, Washington, recorded under Franklin County Auditor's No. Volume "D", Page 310, AFN 1705963 on July 30, 2007.

3. The terms of this Third Amendment constitute covenants, conditions and restrictions that run with the land and that burden and benefit the applicable properties within Broadmoor Estates Phase III, as described herein, and shall inure to the benefit and be binding upon the successors and assigns of Grantor and Grantee.

4. In the event of any conflict between the terms of the Declaration, First Amendment or Second Amendment, on the one hand, and this Third Amendment, on the other hand, the terms of this Third Amendment shall control.

AMENDMENT

Now, therefore, the undersigned does hereby amend section 2 of the Declaration to read as follows:

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 (or some other foundation dimensions not to exceed 576 square feet) 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 with the residence constructed on such lot.

Now, therefore, the undersigned does hereby amend section 8 of the Declaration to read as follows:

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 fences are to be cedar with cedar top cap and steel post (see drawing attached); all fencing shall be concurrent; and all fences shall have at least one coat of oil stain (i.e., Olympic #909 or equivalent) applied before or at the time of installation. Notwithstanding the foregoing requirements, the Declarant shall have the unqualified right to install fences of any type within or along the boundary lines of Broadmoor Estates Phase III, including, but not limited to, metal, cyclone or chain link fencing.

Now, therefore, the undersigned does hereby add a new section, section 22, to the Declaration to read as follows:

22. DECLARANT. "Declarant" shall mean and refer to Helmes Development, Inc., a Washington Corporation, or its successors, successors-in-title or assigns who take title to any portion of the real property within Broadmoor Estates Phase III for the purpose of development and/or sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant. The designation of Declarant and the Declarant's authority shall terminate when the Declarant no longer owns any lots within Broadmoor Estates Phase III.

Now, therefore, the undersigned does hereby add a new section, section 23, to the Declaration to read as follows:

23. AMENDMENT. Except as otherwise provided in this section, the Declaration of Covenants and Restrictions of Broadmoor Estates Phase III, and any subsequent amendment thereto, may be amended, at any time, by a written and recorded instrument signed by the Declarant or by the owners who own a majority of lots within Broadmoor Estates Phase III. However, so long as the Declarant exists, the Declarant shall have the unilateral right to amend the Declaration of Covenants and Restrictions of Broadmoor Estates Phase III, and any amendments thereto; and no amendment proposed by owners who own a majority of lots within Broadmoor Estates Phase III shall be effective unless approved, in writing, by the Declarant.

Now, therefore, the undersigned does hereby add a new section, section 24, to the Declaration to read as follows:

24. OPTIONAL HOMEOWNERS ASSOCIATION. Except as otherwise provided in this section, the Declarant or the owners of a majority of lots within Broadmoor Estates Phase III may, but are in no way required to, establish a homeowners

association, Broadmoor Estates Phase III Homeowners Association (or similar name), as a nonprofit corporation, organized under the laws of the State of Washington, to engage in any activity allowed by Revised Code of Washington Chapter 64.38, Homeowners' Associations, and as specified in the homeowners association's articles of incorporation, bylaws or in a subsequent amendment to the Declaration of Covenants and Restrictions for Broadmoor Estates Phase III. All lots subject to the Declaration of Covenants and Restrictions for Broadmoor Estates Phase III, and any amendment thereto, shall also be subject to the authority of the homeowners association authorized in this section.

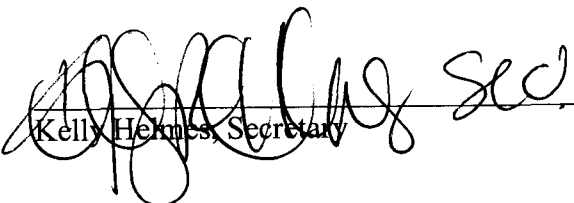
However, so long as the Declarant exists, the Declarant shall have the unilateral right to establish the homeowners association authorized in this section; and owners who own a majority of lots within Broadmoor Estates Phase III shall have no authority to establish a homeowners association unless approved, in writing, by the Declarant.

CERTIFICATION

The undersigned President and Secretary of Helmes Development, Inc. hereby certify, on oath before a notary public, the preceding Third Amendment to the Declaration is approved under applicable law.

Helmes Development, Inc., a Washington corporation

By: 
Chris Helmes, President

By:  sec
Kelly Helmes, Secretary

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State of Washington

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County of Clark

ss.

Corporate Acknowledgment

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On this 28 day of July, 2009, before me personally appeared Chris Helmes and Kelly Helmes, to me known to be the President and Secretary of Helmes Development, Inc. that executed the within and foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute such instrument.

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



Jody M. Miller

Notary Public in and for the State of Washington, residing at Vancouver