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Spokane Co, WA

WHEN RECORDED RETURN TO:

TRANSNATION TITLE COMPANY  
2828 EAST 32<sup>ND</sup> AVENUE  
SPOKANE, WA 99223

081403.6-17

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DECLARATION ESTABLISHING COVENANTS, CONDITIONS AND  
RESTRICTIONS

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**SPOKANE TELEVISION, INC.** a Washington Corporation

**BROADMOOR ESTATES, L.L.C.** a Washington Limited Liability Company

**ABBREVIATED LEGAL DESCRIPTION:**

PTN OF SECTION 26, TNSHP 25 NORTH, RANGE 43 EAST.  
(SEE EXHIBIT A FOR FULL LEGAL DESCRIPTION)

PARCEL NOS. <sup>35264.9121, 35264.9122, 35264.9123, 35264.9124</sup> 35253.9011, 35253.9012, 35253.9014, 35253.9094 AND 35253.9016

Unofficial Document



DECLARATION ESTABLISHING  
COVENANTS, CONDITIONS AND RESTRICTIONS

This declaration is made this 12th day of August, 2003, by Spokane Television, Inc., a Washington corporation, and Broadmoor Estates, L.L.C., a Washington limited liability company, referred to as "Declarants."

ARTICLE I: RECITALS

1.1 Real Property Description. Declarants are the owner and developer, respectively, of all that real property located in Spokane County, Washington, as described on Exhibit "A" attached hereto and incorporated herein by this reference. Said real property is referred to below as the "Property"

1.2 Development. Declarant intends to develop and market the Property to include separate Building Lots for single family home purposes. Upon Recordation of this Declaration, Declarant submits and subjects the Property, together with all buildings, improvements and other permanent fixtures of whatever kind now or hereafter located thereon, and all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto (all of which constitute a part of The Property as hereinafter defined), to the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights contained herein.

Declarant deems it desirable to establish covenants, conditions and restrictions upon the Property and each and every portion thereof, and certain mutually beneficial restrictions and obligations with respect to the proper use, occupancy and enjoyment thereof, all for the purpose of enhancing the quality of life within the Property.

Declarant desires and intends that the owners, mortgagees, beneficiaries and trustees under trust deeds, occupants and all other Persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to, the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights set forth herein in this Declaration, all of which are declared to be in furtherance of a plan to promote and protect the Property.



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1.3 Conditions. So long as Declarant owns any portion of the Property, any plans for development of the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Declarant, so long as reasonable and in furtherance of the purpose and intent of this Declaration as stated in Section 1.4. Any purchaser of a Building Lot within the Property acknowledges that said Building Lot is subject to zoning and subdivision ordinances and regulations and such other governmental ordinances and regulations, and approvals hereunder as may be in effect or as may from time to time be imposed. Said purchaser acknowledges it is solely the purchaser's obligation to become familiar and comply with the same.

1.4 Purpose and Intent. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "Restrictions") that apply to the Property. The Restrictions are designed to preserve the value, desirability and attractiveness of the Property; as well as the value, desirability and attractiveness of Broadmoor Estates, whose owners will obtain access to their homes and property utilizing a roadway through the Property.

ARTICLE II: DECLARATION

Declarant hereby declares that the Property, including each Building Lot or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale thereof, and to enhance the value, desirability and attractiveness thereof. The terms, covenants, conditions, easements and restrictions set forth herein shall run with the land, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in said real property or any Building Lot or portion thereof; shall inure to the benefit of and be binding upon Declarant, Declarant's successors in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Declarant, by any Owner or such Owner's successors in interest, against any other Owner, tenant or occupant of said real property.

ARTICLE III: DEFINITIONS

3.1 "Building Lot" shall mean one or more lots within the Property as specified or shown on any Plat and/or by any



Supplemental Declaration, upon which a single family residence and other Improvements may be constructed. With respect to Association voting rights, Building Lot shall also mean a lot so specified on any final plat or on any preliminary plat of the Property.

3.2 "Declarant" shall mean the owner and developer of the Property named in the introductory paragraph first stated above in this Declaration. The term "Declarant" shall also include the successors in interest of the Declarant, so long as such successor is expressly designated as the successor Declarant by the immediately preceding Declarant and accepts such responsibility in writing.

3.3 "Declaration" shall mean this Declaration as it may be amended from time to time.

3.4 "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, patios, paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, drainage facilities and improvements to drainage tracts, recreational facilities, and fixtures of any kind whatsoever.

3.5 "Mortgagee" shall include a mortgagee under a mortgage, as well as a beneficiary under any deed of trust.

3.6 "Owner" shall mean the person or other legal entity, including Declarant, which acquires fee simple interest of record to a Building Lot that is covered by this Declaration, as well as purchasers under real estate contracts.

3.7 "Person" shall mean any individual, partnership, corporation or other legal entity.

3.8 "Property" shall mean the real property described on Exhibit "A" attached hereto and incorporated herein by this reference, (including each Building Lot and interest therein, including all water rights associated with or appurtenant to such property. The Property included in Exhibit "A" is subject to this Declaration upon the recording of this Declaration and without the filing of a Supplemental Declaration.

3.9 "Supplemental Declaration" shall mean any Supplemental Declaration including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property or additional real property or improvements which may be made part of the Property as provided herein.



ARTICLE IV: ARCHITECTURAL CONTROL

4.1 Covenants, Conditions, Restrictions and Easements Applicable to Building Lots. The following covenants, conditions, restrictions and reservation of easements and rights shall apply to all Building Lots and the Owners thereof (except those owned by the Declarant):

4.1.1 Use and Height of Structures. Except as may be expressly provided in this Declaration, all Building Lots shall be improved and used solely for residential purposes. No Building Lot shall be improved, except with a single family dwelling unit designed to accommodate no more than a single family and its employees and occasional guests, and such other Improvements as are necessary or customarily incident to a single family residence. In addition, the owner of any Building Lot shall be entitled to construct one outbuilding which shall be constructed on material and architectural style consistent with those utilized in construction of the residence.

No dwelling unit shall be used for any purpose other than as a single-family residence, and no gainful occupation, profession, trade or other non-residential use shall be conducted on any Building Lot. Provided, however, nothing in this Declaration shall prevent the rental of property by an Owner for residential purposes on a long- or short-term basis, nor from using a portion of the dwelling unit for in-home office purposes as provided in this Declaration.

No dwelling unit shall be more than two stories in height. No other structure shall be more than one story in height. A basement or daylight basement shall not be counted as a story in determining compliance with this Section 4.1.1.

4.1.2 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion.

4.1.3 No Further Subdivision. No finally platted Building Lot may be further subdivided.

4.1.4 Signs. No sign of any kind shall be displayed to the public view, except: (1) such signs as may be used by Declarant in connection with the construction, development, management or administration of the Property and sale of Building Lots and/or Improvements thereon; (2) temporary construction signs as permitted in the Design Guidelines; (3) temporary "For Sale," "For Rent" and similar signs; and (4) such signs as may be



required by legal proceedings or as required under Washington state law.

4.1.5 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any portion of the Property or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Architectural Committee), flashing lights or search lights (other than customary holiday decorations), shall be located, used or placed on the Property, if they can be heard or seen outside the boundaries of the Owner's Building Lot.

4.1.6 Exterior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair.

4.1.7 Drainage. There shall be no interference with the natural established drainage pattern over any portion of the Property, nor with any portion of any storm drainage system or facilities which are to be constructed by Declarant in accordance with plans approved by the Spokane County Engineer, unless an adequate alternative provision is made for proper drainage and such plan is first approved in writing by the Spokane County Engineer.

4.1.8 Grading. The Owner of any Building Lot in which grading or other work has been performed pursuant to an approved grading plan shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices.

4.1.9 Mining; Wells, Potable Water. No portion of any Building Lot shall be used in any manner to explore for, quarry, or remove any water, oil, or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth of any kind. Without limiting the generality of the foregoing, no wells for the pumping or removal of water shall be placed on any Building Lot.

4.1.10 No Hazardous Activities. No activities shall be conducted on the Property, and no Improvements constructed on any portion of the Property which are or might be unsafe or hazardous to any person or property.



4.1.11 Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage and trash shall be kept at all times in such containers and removed on a timely basis at the expense of the Owner. No clothing or fabrics shall be hung, dried or aired in such a way as to be visible from areas outside the Owner's Building Lot, and no equipment, heat pumps, compressors, containers, garbage cans, trash containers, lumber, firewood, grass clippings, shrub or tree clippings, plant waste, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view from any property outside such Building Lot. No vacant residential structures shall be used for the storage of building materials.

4.1.12 No Temporary Structures. No house trailer, mobile home, tent, shack or other temporary building or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any temporary sales office established by Declarant for the Property.

4.1.13 No Unscreened Items. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles or similar items, vehicles or equipment shall be placed or parked upon any portion of the Property outside of the boundaries of any Building Lot (including, without limitation, streets, parking areas and driveways), or in a location where such item(s) are visible from outside the Building Lot. Keeping said items within a structure, site obscuring landscape buffer, or similar barrier that conceals such items from view from any property outside the Building Lot, and in a manner approved by the Architectural Committee, will be permitted. To the extent possible, garage doors shall remain closed at all times. Provided, this provision shall not prohibit temporary use or placement of such items on other portions of the Building Lot while such items are being washed, loaded, unloaded or used.

4.1.14 Sewage Disposal Systems. No municipal sewer system is contemplated for the Property. Each Owner shall be responsible for constructing an individual sewage disposal system on each Building Lot that conforms with the requirements and regulations of the Spokane County Health Department, and any other applicable governmental authority.

4.1.15 Energy Devices, Outside. No energy production devices, including but not limited to generators of any kind and solar energy devices, shall be constructed or maintained on any



portion of the Property without the written approval of the Architectural Committee, except for heat pumps, passive solar energy systems and similar equipment or devices.

4.1.16 Vehicles and Recreational Vehicles. The use of all vehicles, including but not limited to trucks, automobiles, bicycles, motorcycles, snowmobiles, RV's, trailers, aircraft and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof on the Property and on each Building Lot. No on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front or backyard. No exterior storage of any such vehicles will be permitted on any Building Lot, unless such storage area is completely screened from view from any property outside the Building Lot.

4.1.17 Animals/Pets. No animals, livestock, poultry or birds of any kind shall be raised, bred or kept in any Building Lot or dwelling, or on any portion of the Property; except that no more than four (4) usual and ordinary household pets, such as dogs, cats, or birds may be kept outdoors, provided that they are not kept, bred or maintained for any commercial purposes, and that they are kept under reasonable control at all times.

NO PIT BULLDOGS (INCLUDING ANY MIXED BREED DOGS THAT ARE IN PART PIT BULLDOGS) SHALL BE PERMITTED ANYWHERE ON THE PROPERTY BY ANY PERSON FOR ANY REASON AT ANY TIME, PIT BULL being defined as the American Stafford Shire Terrier by the American Kennel Club or the Stafford Shire Bull Terrier by the A.K.C., or the American Pit Bull Terrier by the United Kennel Club.

4.1.18 Landscaping. At a minimum, all Owners shall use reasonable efforts and diligence to keep their Building Lots free of noxious weeds, as the same are now or hereafter defined in any state, county or local statute, ordinance, rule or regulation. In addition, each Owner shall landscape at least the portion of their yard in front of their dwelling, extending at least fifty feet toward the front of their Building Lot from the forward most point of their dwelling structure, and extending laterally at least twenty feet beyond the outside edge of their dwelling on either side of the dwelling. If an Owner's dwelling is set back more than two hundred feet from the closest border of the road in front of their Building Lot, then the required landscape area in front of such Owner's home will be increased from fifty feet to seventy feet.

4.1.19 Fencing. Fences will be generally be allowed. However, no barbed wire, uncoated metal, or similarly appearing fencing is permitted. Wood, vinyl, powder coated colored metal, and similarly appearing fences are permitted.



Further, no fence may be installed around the exterior border of any Building Lot. In this regard, fences may not be constructed or maintained within ten (10) feet of any Building Lot border.

4.1.20 Fires. No open burning, other than barbecues, or fireplaces and fire pits installed as part of the construction of a dwelling or patio area, or incorporated into a Building Lot's landscaping, shall be permitted on any Building Lot.

4.1.21 Antennas. Subject to any applicable legal restrictions or regulation, no radio, television or other antennas of any kind or nature, or device for reception or transmission of radio, microwave, or other similar signals, shall be placed or maintained upon any Building Lot.

4.1.22 Lighting. Exterior lighting, including flood lighting, shall be restrained in design, and excessive brightness shall be avoided.

4.1.23 Exemption of Declarant. So long as Declarant is an Owner of any portion of the Property, nothing contained herein shall limit the right of Declarant to grant licenses, to reserve rights-of-way and easements to utility companies, public agencies or others. Nor shall anything contained herein limit the right of Declarant to excavate, grade and construct Improvements, including landscaping alterations, roads and any other improvement of whatsoever nature, to and on any portion of the Property, or to reasonably alter any or the foregoing or its construction plans and designs, or to construct such additional Improvements in the course of development of the Property. Declarant shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Declarant to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Declarant, to utility companies, or to others. Provided, Declarant shall have no right to do any of the things permitted in this paragraph except to the extent reasonably necessary for proper development of the Property and the adjacent property being platted as Morgan Murphy Estates and marketed under the name Broadmoor Estates.

ARTICLE V: ENFORCEMENT OF COVENANTS; LIENS; PROCEEDINGS

5.1 Right to Enforce. Each Owner of a Building Lot within the Property shall have the right to enforce these covenants pursuant to the provisions hereof including the institution of litigation. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to abide by and comply with the provisions in this Declaration. In the event any Owner or party with a right to enforce these



covenants employs an attorney or attorneys to enforce or interpret the provisions of this Declaration, whether by suit or otherwise, or to otherwise enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner.

ARTICLE VI: EASEMENTS

6.1 Easements of Encroachment: There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and adjacent Building Lots due to minor unintentional wrongful placement or settling or shifting of the Improvements including but not limited to structures, walkways, paths, landscaping, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements. Provided, however, in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner, or any Person acting through or under an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 6.1.

6.2 Drainage and Utility Easements. Declarant expressly reserves for the benefit of all the Property, as well as Broadmoor Estates easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, from any portion of the Property or Broadmoor Estates within drainage easement areas shown in any recorded survey or plat, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property.

6.2.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on any recorded survey or plat or



otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose. Provided, however that the Owner of such Building Lots and the Declarant, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes. Provided further, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

6.3 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

6.3.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

6.3.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Building Lot.

6.4 Light, Air and Unobstructed View Easement. An easement is hereby reserved to each Owner of a Building Lot for the purposes of creating a perpetual, appurtenant and non-exclusive easement over, on and across all areas of the Property lying downhill from each Owner's Building Lot. This easement is reserved to reasonably protect the right to receive light, air, and unobstructed views from the building pad on each Building Lot from which a view of the Spokane Valley exists as of the time of execution of this Declaration. Residential dwelling units which do not exceed the maximum height restrictions as stated in Section 4.1.1, shall not be considered an unreasonable restriction in violation of this Section 6.8. Trees and shrubs planted or installed by an Owner will be allowed to extend to a maximum height of 30 feet. This will not be construed as requiring any action to remove, trim or top any trees growing naturally on the



Property, such as the existing pine trees located on the Building Lots. Buildings ancillary to the main residential structure will be allowed to extend to a height of 25 feet from the existing ground level. Other improvements to the main residential structure will be allowed to extend to a height of 6 feet from the existing ground level.

6.5 Power Lines, Communications Towers, Equipment and Apparatus. Each person becoming or continuing as an owner, member, or otherwise enjoying any beneficial rights or interests in any Building Lot or other portion of the property or additional areas annexed and becoming part of the Property, as well as the Association, its Board of Directors, and all others interested in the Property have been advised of and are aware of the power transmission lines, communications towers, and related equipment and apparatus located on or adjacent to portions of the Property. Declarants reserve, grant and convey perpetual easements for the continued maintenance, placement, existence, and operation of said power lines, communications towers, related equipment and apparatus, as well as similar towers, equipment and apparatus which might be erected in the same vicinity as the existing facilities, all for the benefit of the Declarant and any third parties to whom easement and operation rights or interests may have been granted, or which may be granted in the future by Declarant, or its designated successor in interest. In this regard, Declarant expressly reserves the right to expand, extend, renew and otherwise modify any licenses, easements, agreements or other contract rights on behalf of any of said third parties to use, maintain and operate said power lines, communications equipment, related transmission equipment, and equipment and apparatus, so long as the nature and extent of such use is not appreciably greater than or different in nature and effect than the uses presently existing on the affected portions of the Property. This easement and right shall specifically include the right to continue to operate all of such equipment, notwithstanding any static electricity, electromagnetic waves or fields, or other related impacts or effects which may result therefrom. The easement and usage rights granted, reserved and conveyed herein shall be perpetual and shall run with all portions of the Property, as well as all portions of any property which may be annexed into and become part of the Property. Any persons having or acquiring an ownership interest in any portion of the Property, by accepting such interest or ownership therein, forever relinquishes and releases any rights to seek injunctive relief, compensation, damages, or any other right, relief or remedy in law or in equity in any way associated with said power lines, communications towers, related transmission towers or facilities, or related equipment or apparatus, or the operation thereof, which is consistent with the reservations and grants contained herein.



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ARTICLE VII: MISCELLANEOUS

7.1 Term. The easements created hereunder shall be perpetual, subject only to modification or extinguishment by the holders of the beneficial interests of such easements as provided by law, and no Supplemental Declaration or other amendment which is not executed by such holders shall modify or extinguish any such easement. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run for a term of twenty (20) years from the date this Declaration is recorded, unless amended as herein provided. Thereafter, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by members holding at the requisite voting power of the Association as provided below for amendment, and such written instrument is recorded with the Spokane County Auditor.

7.2 Amendment.

7.2.1 By Declarant. Except as provided in Section 7.3, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Declarant by recordation of a written Supplemental Declaration forth such amendment or termination.

7.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, may be amended by an instrument in writing signed and acknowledged by Owners representing more than fifty percent (50%) of the Building Lots in the Property. Such amendment shall be effective upon its recordation with the Spokane County Auditor. Any amendment to this Article XIII shall require the vote or written consent of all Owners of Building Lots within the Property.

7.3 Trust Deed and Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the Mortgagee under any mortgage (or a beneficiary under a deed of trust) covering a Building Lot, made in good faith and for value, and recorded prior to the recordation of such Supplemental Declaration provided that after foreclosure of any such deed of trust or mortgage, such Building Lot shall remain subject to this Declaration, as amended.

7.4 Enforcement and Non-Waiver.

7.4.1 Right of Enforcement. Except as otherwise



provided herein, any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any portion of the Property and Owners thereof.

7.4.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, is hereby declared a nuisance and will give rise to a cause of action in favor of any Owner of a Building Lot within the Property for recovery of damages, or for negative or affirmative injunctive relief, or both.

7.4.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law or equity.

7.4.4 Remedies Cumulative Each remedy provided herein is cumulative and not exclusive.

7.4.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

7.5 Interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Washington.

7.5.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

7.5.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Section 7.5.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

7.5.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

7.5.4 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and



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shall not affect that which is set forth in any of the provisions hereof.

7.6 Successors and Assigns. All references herein to Declarant, Owners, Association or Person shall be construed to include all successors, assigns, partners and authorized agents of such Declarant, Owners, Association or Person.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

SPOKANE TELEVISION, INC

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*  
EXECUTIVE VICE PRES./GENERAL MANAGER

BROADMOOR ESTATES, L.L.C.

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*  
Co-manager MEMBER

Unofficial





**EXHIBIT "A" LEGAL DESCRIPTION**

**PARCEL "A"**

The East Half of the East Half of the South Half of the Northeast Quarter of the Southeast Quarter of Section 26, T.25 N., R.43 E., W.M. in the County of Spokane, State of Washington

Except County Road right of way

**PARCEL "B"**

The West Half of the East Half of the South Half of the Northeast Quarter of the Southeast Quarter of Section 26, T.25 N., R.43 E., W.M. in the County of Spokane, State of Washington

Except County Road right of way

**PARCEL "C"**

The East Half of the West Half of the South Half of the Northeast Quarter of the Southeast Quarter of Section 26, T.25 N., R.43 E., W.M. in the County of Spokane, State of Washington

Except County Road right of way

**PARCEL "D"**

The West Half of the West Half of the South Half of the Northeast Quarter of the Southeast Quarter of Section 26, T.25 N., R.43 E., W.M. in the County of Spokane, State of Washington

TOGETHER WITH the South Half of the Northwest Quarter of the Southeast Quarter of Section 26, T.25 N., R.43 E., W.M. in the County of Spokane, State of Washington lying Easterly of THE OLD HOME SUBDIVISION as recorded in Book D of Plats, Page 55

Except County Road right of way