

OCT 31 1977

PANORAMA ESTATES  
PROTECTIVE COVENANTS  
LOTS 1 THROUGH 13

336

INDEXED BY  
CHECKED BY

KNOW ALL MEN BY THESE PRESENTS: That Mathews & Moore, Inc., a Washington corporation, being the owner in fee simple, as its separate property, the property described in Exhibit A attached and by reference made a portion thereof, the same being platted portion of the SW 1/4 of the NW 1/4 of Sec. 24, T. 8 North, R. 29 East, W.M., Benton County, Washington, lying South of the center line of existing K.I.D. canal and Westerly of County Road, in the County of Benton, Washington, according to the recorded plat thereof of record in the office of the Auditor of Benton County, State of Washington in Volume //, SAVE AND EXCEPT Lots 14 and 15 of said plat, do hereby make this Plat and dedication subject to the following protective covenants and restrictions, which covenants and restriction run with the land and shall be binding on all parties and persons claiming them until January 1, 1990, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants and restrictions in whole or in part. These Protective Covenants and restrictions are being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as herein specified:

I. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars. Trailers and trucks shall not be stored or parked on the premises nearer the front property line than the minimum set back line.

II. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish unless otherwise approved by the committee. No fence, hedge or mass planting (other than foundation planting) or wall, shall be erected, placed or altered on any lot nearer to any street than the minimum setback line, unless similiary approved.

The Architectural control Committee is composed of:

- Chet Mathews
- Eugene Mathews
- Harry H. Moore

A majority of the committee may designate a representative to act for it. In event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members or the committee, nor the designated representative shall be entitled to any compensation for services pursuant to the covenant. At any time, the then

PLAT OF PANORAMA ESTATES

record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

III. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost less than \$65,000, exclusive of lot, based upon cost level prevailing on the date of these covenants, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date of these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 1400 square feet for a one-story dwelling nor less than 1100 square feet for a dwelling of more than one story.

Any dwelling or structure erected or placed on any lot shall be completed as to external appearance including finished painting within 12 months from the date of commencement of construction.

V. BUILDING LOCATION: No building shall be located on any lot nearer to front lot line, or nearer to the side street line, than the minimum building set-back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front line or nearer than 25 feet to any side street lines, except that no side yard of more than 20 feet shall be required for a garage or other permitted accessory building. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another.

VI. LOT AREA AND WIDTH: No lot shall be re-subdivided or divided into more than one lot, nor shall any

dwelling be erected or placed on any lot having a width of less than 60 feet at the minimum building set-back line, or an area of less than 8,000 square feet.

VII. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

VIII. DRAINAGE: No structures, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the drainage slope areas which would create flooding, erosion, drainage or sliding problems. Slope areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

IX. NUISANCES: No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

X. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, tent, basement, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

XI. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than ten square feet advertising the property for sale or rent, or any sign used by builder to advertise the property during the construction and sales period, to be not over 52 square feet in area.

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

XIII. LIVESTOCK AND POULTRY: No animals, live-stock, or poultry of any kind shall be raised or kept or bred on any lot, except dogs and cats may be kept provided that they are not kept, bred or maintained for any commercial purpose. All domestic pets shall be under the control of the owner by leash or other approved control device.

XIV. GARBAGE AND REFUSE: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

XV. WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Benton County Health Department. Approval of such systems as installed shall be obtained from such authority.

XVI. PROTECTIVE SCREENING: No fence, wall, hedge, or mass planting shall be permitted that is over six (6) feet in height and shall be for privacy only and not to obstruct view of neighboring dwellings.

XVII. SIGHT DISTANCES AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a streetline with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

XVIII. Each individual lot owner shall endeavor to cooperate with all other owners within the above described realty at all times for the purpose of maintaining the residential standards created by these covenants and preventing the creating of any nuisance or offensive, noisy or illegal trade, calling or transaction to be done, suffered or permitted upon any land conveyed within said realty above described.

XIX. BREACH: If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any said real property situated in the aforesaid addition, to prosecute any proceedings at law or in equity against the person or persons violating any such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of the aforesaid covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.



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PANORAMA ESTATES  
1st AMENDMENT TO  
PROTECTIVE COVENANTS  
LOTS 1 THROUGH 13

346

INDEXED BY *[Signature]*  
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PIONEER NATIONAL TITLE INS. CO.

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*Mathews & Moore, Inc.*  
*6201 W. Clearwater, Unit C*  
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