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PROTECTIVE COVENANTS
OF
PANORAMIC HEIGHTS NO. 2

VERNER MULLER, AUDITOR
DEPUTY
RECORDED IN VOL. 321

Recorded: February 15, 1977

Auditor's File No.

We, the undersigned, being the owners of the following described real property, to-wit:

Panoramic Heights No. 2, according to Plat thereof recorded in Volume 10 of Plats, page 37, in Benton County, Washington, do hereby declare the following restrictions and covenants, which shall run with the land shall be binding on all parties and their heirs, successors or assigns hereafter and until January, 1982 and shall thereafter be automatically extended for successive periods of five years, unless by a vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If the parties hereto, or their heirs, successors or assigns, shall violate or attempt to violate any of the following covenants, it shall be lawful for any other person or persons owning any real property situated in the above described area to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to request injunctive relief or damages for such violation. Invalidation of any one of the following covenants by a court of competent jurisdiction shall in no way affect any of the other covenants which shall remain in full force and effect.

PURPOSE: It is the intent and purpose of these restrictions and covenants to assure the high quality of dwellings and other structures now and in the future, to protect the health, safety, welfare, security of monetary investments, and to further all things conducive to harmony and compatibility among neighbors.

NEIGHBORHOOD COMMITTEE: These covenants, construction on the premises, and irrigation provisions hereinafter described shall be under the jurisdiction of a neighborhood committee composed of landowners in the subdivision. Harold N. Thompson and Ira C. Lampson shall constitute the committee until other owners have purchased property in the subdivision. Thereafter the committee shall consist of three persons elected by the majority of the landowners in the subdivision.

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The committee shall approve all proposed construction in the subdivision for compliance with these covenants before construction is started. Such committee shall not have authority to waive any conditions of these covenants, but failure to secure their approval will be deemed a violation and any construction or activity without such approval may be enjoined and damages collected for the violation by any landowner in the subdivision.

DWELLINGS AND STRUCTURES: No dwelling, barn, shed, or shelter of any kind shall be placed on any of the property by moving thereon such a structure or building which had earlier been erected at any other location.

No trailer, basement, tent, shack, garage, barn, or other outbuilding erected or placed on the property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

No structure or dwelling shall exceed two stories in height. Residence shall be single unit dwellings having an enclosed ground floor projected living area of not less than 1450 square feet for a single floor and not less than 1,300 square feet for split entries, and not less than 1,300 square feet for single floors with a basement. Such area does not include porches, garages, patios, breezeways, etc. No outbuildings shall have a sheltered area greater than that of the dwelling.

Dwellings shall comply with not less than minimum F.H.A. requirements and specifications.

Garages shall be no larger than adequate for three cars.

Any dwelling or other structure erected or placed on the property shall be completed as to external appearance including finished painting within nine (9) months of commencement of construction. Construction must commence within 1 year after purchase of lot. Lots will be watered and kept free of noxious weeds until construction commences. Landscaping shall be completed within six months after completion of dwelling unit.

LOCATION OF DWELLINGS AND STRUCTURES: No building shall be located nearer than 25 feet to the front lot line or nearer than 15 feet to the side street line, or than 30 feet from the back lot line. No building shall be located nearer than ten feet to any side lot line.

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FENCING: Any fencing of this area, if provided, shall be of a decorative nature with a height of not more than four feet for front yard and six feet for back or side yard or whatever City requirements may be for swimming pools.

TREES: No tree or shrub shall be planted or allowed to grow to a height in excess of 20 feet.

ANIMALS: No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, birds or other household pets may be kept, if they are not kept, bred or maintained for any commercial purpose, and that they shall not be kept in numbers or under conditions objectionable in a closely built up residential community.

IRRIGATION WATER USAGE: The irrigation system will be operated under a Local Improvement District (LID), supervised by the Kennewick Irrigation District. The neighborhood committee will work with the KID as necessary. Irrigation water will be supplied under pressure. Each lot in the subdivision shall be charged its prorata share of the cost of maintenance and operation of the system in each year. The irrigation system will deliver water to the boundaries of the respective lots at one turnout.

Upon full development of the subdivision, rotation of irrigation deliveries may be required. The neighborhood committee shall be vested with full power to establish the rotation calendar of days and hours when water will be made available to the respective lots and all lots in the subdivision shall be subject to this schedule. The committee may change the schedule from time to time as circumstances require. The purpose of the irrigation regulations shall be to distribute irrigation water to all of the lots in the most equitable manner possible.

RESTRICTIONS ON OTHER USES: This property shall not be used for storage for construction machinery or rental equipment.

No public garage, manufactory, mercantile business or repair occupation may be conducted as a significant part of the activity on any of these lots.

No inoperable farm machinery, including tractors, trucks, or automobiles may be held on the property for more than one week.

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No trash shall be dumped or allowed to accumulate on any part of the property. This includes excess excavation material which cannot be beneficially utilized for fill, driveways, or other construction purposes.


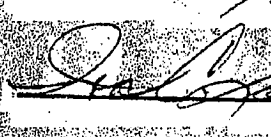
SIGNS: No signs shall be erected or maintained on any residential lot in the tract, except that not more than one approved FOR SALE or FOR RENT sign placed by the owner or builder or by a licensed Real Estate Broker, not exceeding 18 inches high and 24 inches long, may be displayed on any lot. No signs are to be posted by owners until such signs have been approved as to design and appearance by the Neighborhood Committee.


EASEMENTS: Easements as indicated on the plat have been dedicated for irrigation water lines, and for public utility purposes. As long as these easements are not employed for the intended uses, the owners of the land affected by said easements shall have the use of same. It should be understood, of course, that any structure or fencing erected thereon are subject to removal whenever these easements are employed for public uses.

RECREATION/PARK AREA: Lot 1, Block 2, Panoramic Heights No. 2, consisting of approximately 1.8 acres shall be set aside for residents in Panoramic Heights for a park and/or recreation area for a period of 2 1/2 years commencing January 1, 1977 and ending July 1, 1979. On or before July 1, 1979, the residents of Panoramic Heights must form an organization and/or corporation to which this parcel of land may be deeded so that the sellers will be relieved of any responsibility for taxes, irrigation, water or any other liabilities that may occur.

Omitting restrictions herein, if any, based on race, color, religion or national origin.

Panoramic Heights Limited Partnership
by T & L INVESTMENTS, INC.
General Partner



Pres.
Sec.



STATE OF WASHINGTON

County of Senton

On this Twentieth day of February A.D., 1977
before me personally appeared Harold N. Thompson & Ira C. Lempson,
to me known to be the President / Secretary of the
corporation that executed the within and foregoing instrument,
and acknowledged the said instrument to be the free and vol-
untary act and deed of said corporation for the uses and
purposes therein mentioned, and on oath stated that they
were authorized to execute said instrument.

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

Melen Louise Sanders

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

Kennewick Washington