

1 **Conformed Protective Covenants of Panoramic Heights 1, 2, and 3**

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3 These conformed covenants consolidate and supercede the three previous individual covenants
4 for each area of Panoramic Heights, located in the City of Kennewick in Benton County,
5 Washington. The owners of the following described real property adopt these conformed
6 covenants on this 28th day of August 2000.

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8 • Panoramic Heights No. 1, as described and recorded in Volume 8 of Plats at Page 189, in the
9 records of Benton County, Washington.
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11 • Panoramic Heights No. 2, as described and recorded in Volume 10 of Plats at Page 37, in the
12 records of Benton County, Washington.
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14 • Panoramic Heights No. 3, as described and recorded in Volume 14 of Plats at Page 160, in
15 the records of Benton County, Washington.
16

17 The duly elected Board of Panoramic Heights recommended that the original covenants be
18 merged into one common set of covenants. The Panoramic Heights Homeowners Association
19 agreed to this recommendation in the annual meeting held in 1999. These conformed covenants
20 are the result of the Panoramic Heights Homeowners Association Covenants Committee efforts,
21 based on the motions passed in the annual meeting.
22

23 **Purpose:**

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25 It is the intent and purpose of these covenants to assure that high quality dwellings and other
26 structures are built and maintained now and in the future. The covenants shall also attempt to
27 ensure the livability of the area by protecting the health, safety, welfare, security of property
28 values, and to further all things conducive to harmony and compatibility among neighbors.
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30 **Applicability and Term of Covenants:**

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32 This conformed covenants document supercedes all previous individual covenant documents for
33 the three- (3) areas listed above. No covenant shall be allowed to violate any zoning, codes, or
34 ordinances of any governmental agency having jurisdiction over the area. These covenants shall
35 be valid for a period of twenty (20) years from the date of original recording, after which time
36 the covenants shall be automatically extended for successive periods of ten (10) years.
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38 The covenants are to run with the land and shall be binding on all parties and all persons
39 claiming ownership of the land. The owners of property in Panoramic Heights may amend the
40 covenants (in part or in whole), as allowed in the Panoramic Heights Homeowner Association
41 (PHHA) bylaws. However, any amendments must be approved by vote of the owners of the
42 property (one vote is allowed per lot owned). The vote shall take place at a regularly scheduled
43 meeting, a special meeting, or other balloting method, as allowed in the Panoramic Heights
44 Homeowner Association (PHHA) bylaws. Quorum and percentage requirements for passage of
45 amendments shall be in accordance with the Washington Homeowner’s Associations act, RCW

46 64.38.005, *et seq.* [“owners to which thirty-four percent of the votes of the association are
47 allocated are present in person or by proxy at the beginning of the meeting”.]
48

49 **Neighborhood Committees:**

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51 Committees may be formed as required to perform activities deemed necessary for the “greater
52 good” of the Panoramic Heights neighborhood. Each committee shall have a defined purpose and
53 authority. The PHHA Board shall appoint the committee members (except Recreational) as
54 required. The preferred method of selecting committee members is to solicit volunteers during
55 regularly scheduled PHHA meetings. The appointment of members may be made during the
56 meeting, deferred until a later date, or filled as vacancies occur. The following is a partial list of
57 potential committees.
58

- 59 • Architectural: This group shall review proposed construction to ensure the construction is in
60 compliance with the covenants.
- 61 • Recreational: This group is comprised of residents that are members of the Panoramic
62 Heights Recreation Association (PHRA) (upon approval of the PHRA).
- 63 • Irrigation: This group is lead by the “Water Master” and deals with maintenance and
64 operation of the irrigation system.
- 65 • Grievance: This group shall receive complaints or recommendations from any homeowner in
66 PHHA and discuss potential covenant violations with offending parties. This group acts as a
67 mediator to minimize the need for litigation.
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69 **Dwellings and Structures:**

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71 All dwellings or structures shall comply with the restrictions in this section. Buildings that are in
72 existence when these covenants are adopted (or amended in the future) are not expected/required
73 to be modified to meet any new requirements. All construction shall comply with the City of
74 Kennewick building and zoning codes, as a minimum requirement, and shall be maintained in
75 good repair and in accordance with the general character of the neighborhood. Any variance or
76 exception from the application of these requirements shall be first approved by the Architectural
77 Committee.
78

- 79 • Each lot shall be used only for one single-family detached residence and related accessory
80 buildings.
- 81 • No mobile, prefabricated, or modular home shall be erected or maintained on any lot.
- 82 • No dwelling of any kind, that had been erected elsewhere, can be moved onto any lot.
- 83 • No trailer, basement, tent, shack, garage, barn, or other outbuilding is to be used as a
84 permanent or temporary residence.
- 85 • The maximum structure height is two stories above the foundation.
- 86 • Dwellings must comply with the minimum FHA requirements and specifications, as well as,
87 those of the City of Kennewick.
- 88 • The “living area” in a dwelling is defined as the normal enclosed spaces that does not include
89 the garage, porch, deck, patio, or breezeways.
- 90 • All new construction single level homes shall have a minimum of 1800 square feet of living
91 area.

- 92 • All new construction split-entry and two story homes shall have a minimum of 1400 square
93 feet of living area on the main floor.
- 94 • All new construction single level homes with a daylight basement shall have a minimum of
95 1600 square feet of living area on the main floor.
- 96 • Any structure that is rebuilt, such as those destroyed by fire, may be built to the original
97 configuration and size.
- 98 • No outbuildings may have sheltered areas greater than that of the residence.
- 99 • All dwelling roofing material must have a minimum life expectancy of 25 years and conform
100 to the current City of Kennewick/Benton County restrictions when installed. Materials shall
101 be limited to those approved by the Architectural Committee.
- 102 • Any dwelling or other structure being erected on a property shall have the exterior completed
103 (painting, roofing, etc) within nine (9) months after the start of construction; and landscaping
104 shall be completed no later than six (6) months following issuance of a certificate of
105 occupancy for the structure.
- 106 • Any detached structure exceeding 200 square feet shall be constructed in a manner similar to
107 the main structure, including siding and roofing.
- 108 • No detached structure shall exceed fifteen (15) feet in height as measured from the natural
109 ground level plus one (1) foot for footings and floor.

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111

111 **Setbacks:**

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113 Setbacks are established by the City of Kennewick codes. All dwellings and structures shall be in
114 compliance with these regulations.

115
116 **Easements:**

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118 The owners of the lot shall maintain all easements shown on the face of the plat. No structures,
119 plantings, or other materials shall be placed upon the easements in a manner which may damage
120 or interfere with the installation and maintenance of utilities or which may interfere with or
121 change the direction of drainage channels in these easements.

122
123 **Fences:**

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125 All fences shall be decorative and in compliance with the height and setback requirements of the
126 City of Kennewick at the time that they are installed. NOTE: Lots with swimming pools shall
127 have a fence as required by the city. It is the owner's responsibility to verify that the fence does
128 not violate any local regulations. The owner may erect a fence along property lines or in
129 easements as long as the owner is aware that the fence may need to be removed to allow access
130 to the easement.

131
132 **Animals:**

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134 No animals or livestock of any kind shall be raised, bred, or kept on any lot with the exception of
135 dogs, cats, and other household pets, provided that they are not kept, bred, or maintained for
136 commercial purposes. No more than four (4) pets shall be allowed per household, or in the case
137 of a household pet giving birth, no longer than sixty (60) days from the date of birth.
138 Homeowners are expected to keep pets under control, such that they do not roam unattended,
139 deposit waste, or otherwise create a nuisance to the neighbors.

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141 **Irrigation Water:**

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143 An irrigation system is established and supplied to each lot in Panoramic Heights. No individual
144 water supply system is necessary or permitted (excluding using city water). The water is supplied
145 from the Kennewick Irrigation District (KID), and the irrigation committee is responsible for
146 coordinating the supply of water and terms with the KID. All homeowners are expected to pay
147 their annual water fee to KID and their prorated share of the operation and maintenance expenses
148 associated with the operation of the irrigation system. The irrigation committee, based on water
149 availability or other conditions that may require restrictions, shall determine water supply,
150 rotation, and limits of usage. Some variations to these general arrangements are allowed if the
151 irrigation system is modified or controlled by other agencies.

152
153 **Signs:**

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155 Permanent signs are permitted at each entrance to Panoramic Heights. The sign(s) and
156 landscaping around the sign(s) are maintained by the PHHA. Information signs (park restrictions,

157 etc.) are allowed in common areas if approved by PHRA and/or PHHA, as applicable. One
158 permanent sign of not more than three (3) square feet is allowed on each lot to identify the
159 occupant. Temporary signs are allowed to advertise the owner's property for sale or rent.

160

161 **Parking Restrictions:**

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163 The City of Kennewick does not normally allow single entrance housing subdivisions due to the
164 inability to get emergency vehicles into those areas and for homeowners to escape during
165 emergency conditions. Panoramic Heights was built before these restrictions were put in the city
166 code. As such, parking on the street that could possibly restrict emergency egress should be
167 minimized. Also, various forms of on-street parking reduce the livability and desirability of the
168 area. This may have an impact on property values and resale ability of the neighborhood.

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170 Recreational vehicles, boats, trailers, utility trailers, etc. shall not be parked on the street, nor
171 shall any of these items be stored on any individual lot closer to the street than the front of the
172 garage for any period exceeding 24 hours. The Board or Architectural Committee may authorize
173 exceptions to the "off-street setback requirement" only when this restriction is impracticable due
174 to topography and structure location. It is the homeowner's responsibility to comply with the
175 restrictions or to consult with the Board or the Architectural Committee to obtain the exemption.
176 Alternate solutions should be explored to minimize the impact or need for exceptions to this
177 requirement. The intent of this covenant applies to the permanent storage of these vehicles by the
178 property owner. It does not apply to temporary parking of vehicles belonging to visitors of the
179 property owner. Temporary parking, by visitors, is defined as a period of one (1) week or less.
180 Any parking longer than one week shall be considered permanent and fall under the provisions
181 of this covenant.

182

183 All property owners shall attempt to park their other personal vehicles in the garage or driveway
184 unless special circumstances require parking in the street. Disabled or inoperable vehicles shall
185 not be left parked for greater than one (1) week in any outside area of any property. Vehicles
186 may not be parked if they impede the view at intersections, block the view of traffic control
187 devices, or impede the use of walkway or bicycle paths.

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190 **Vegetation:**

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192 Trees, shrubs, plantings, and grasses shall be controlled and maintained to minimize the impact
193 on public safety and concerns for property values. As such, the following guidelines shall be
194 observed:

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- 196 • Plantings shall be trimmed such that public areas are not impacted (i.e., covering sidewalks
197 or roadways) and/or a driver's view at intersections is not blocked creating a traffic hazard.
- 198 • Plantings that create a nuisance (i.e., affecting roofs, pools, yards, etc.) on a neighbor's
199 property should be trimmed such that the nuisance is minimized.
- 200 • Weeds and/or blowing dust shall be controlled on all lots within the requirements of the City
201 of Kennewick.

- 202 • Tree or shrub location, species, and size shall be considered when planting such that a
203 neighbor's view is not significantly degraded and/or creates a nuisance as the tree/shrub
204 matures.
- 205 • The homeowners recognize the value of view property and the expenses that property owners
206 have incurred for such property. Therefore, upon request of a resident whose view is
207 impacted, vegetation that significantly obstructs and degrades a neighbor's panoramic view
208 from living spaces or elevated deck shall be trimmed or removed. For purposes of
209 determining the impact of vegetation, any such vegetation in excess of twenty (20) feet in
210 height shall be presumed to degrade the requesting party's view.

211

212 **Miscellaneous Restrictions:**

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- 214 • Property shall not be used for storage of construction machinery or rental equipment.
- 215 • No public garage, manufacturing, mercantile business, or repair occupation may be
216 conducted as a significant part of the activity on any lot.
- 217 • No inoperable farm machinery, tractors, trucks, or automobiles may be held on the property
218 for more than one (1) week.
- 219 • No trash shall be dumped or left to accumulate on any property. Excess construction debris
220 shall be disposed of properly. Trash shall be placed at curbside no more than twenty-four
221 (24) hours prior to regularly scheduled pick up; and containers shall be removed from
222 curbside no later than twenty-four (24) hours after trash pickup.
- 223 • Any use of property allowed by law shall be in conformance with local regulations and
224 permits.
- 225 • Noxious or offensive activity shall not be conducted on any lot, nor shall anything be done
226 on the lot, which may be, or may become, annoying or a nuisance to the neighborhood.

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228 **Grievance Committee:**

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230 The Board of the Panoramic Heights Homeowners Association shall appoint a committee to
231 receive and address grievances of homeowners. Grievances shall be limited to perceived
232 violations of the covenants. This committee shall be comprised of a minimum of three persons;
233 at least two shall be Panoramic Heights Homeowners Association members, and may also have
234 as a member, a person whom is not a homeowner but who agrees to serve due to professional
235 experience in dispute resolution. Any person who serves as a volunteer member of this
236 committee shall not be barred from receiving payment for professional services obtained from
237 them by the committee, the Board, or a homeowner. Committee members shall be expected to
238 avoid all conflicts of interest and shall not be allowed to make judgements that would be
239 financially beneficial to themselves or other family members. No member of the committee may
240 consider a grievance in which the member is a party; and the committee may appoint a substitute
241 member on an ad hoc basis to avoid conflicts of interest.

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243 Any decision of the committee shall be forwarded to the Board. The Board may implement the
244 decision through the powers granted to Homeowners Associations by law, or it may forward the
245 decision to the homeowners for private resolution. Upon request of a homeowner, the decision
246 of the committee shall be in writing.

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248 **Invalidity; Reasonableness:**

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250 Invalidation of any one of these covenants by judgement of court, city regulations, or any other
251 applicable jurisdiction shall in no way affect any of the other provisions which shall remain in
252 effect until amended. The Panoramic Heights Homeowners Association agrees that if a court of
253 competent jurisdiction deems any provision of these covenants to be unreasonable, a reasonable
254 provision was intended and may be substituted therefore by such court.

255

256 **Remedies:**

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258 The purpose of the covenants is to promote harmony in the neighborhood and to protect the
259 property values of all homeowners. As such, remedies shall be used to promote this philosophy.
260 The following methods should be followed to voluntarily resolve problems and violation of
261 covenants.

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- 263 • Homeowners will be informed about generic neighborhood problems and solutions in
264 periodic newsletter or PHHA meetings.
- 265 • Neighbors shall discuss problems with each other to prevent escalation of actions.
- 266 • A homeowner may discuss perceived covenant violations with the appropriate grievance,
267 architectural, irrigation, or other seated committees. An alternative is to discuss the situation
268 with the PHHA board. The committee and/or board shall evaluate the situation and make
269 recommendations.
- 270 • The appropriate committee and/or board shall be empowered to invoke such enforcement
271 measures as are permissible by law under the Washington State Homeowners' Association
272 Act, RCW 64.38.005, *et seq.*
- 273 • Enforcement of covenant violations (not resolved by the above methods) may be resolved by
274 proceedings at law, or in equity, against the person(s) alleged to be in violation of the
275 covenants.

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277 **Existing Uses:**

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279 Any use of property, including structures and appurtenances thereto, in existence at the time
280 these covenants are adopted and that was in compliance with the covenants applicable to that
281 property at the time of first use shall not be deemed to violate these covenants. Any change of
282 use, or addition or modifications to the property after the effective date of these covenants shall
283 be in compliance herewith.

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