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PLEASE PRINT OR TYPE INFORMATION:

Document Title: Declaration of Covenants, Conditions, Restrictions, Easements and Reservations

Grantor(s)(Last name first, first name, middle initials):

1. Dennis Sawby Construction, LLC, a Washington Limited Liability Company
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Grantee(s)(Last name first, first name, middle initials):

1. Public
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)

Lot 1-39 and Tract A, Panorama Vista, according to the plat thereof recorded in Volume 15 of Plats, page 667, records of Benton County, Washington.

Additional legal is on page _____ of document.

Reference Number(s) of documents assigned or released:

Additional numbers on page _____ of document.

Assessor's Property Tax Parcel/Account Number: **(MUST HAVE 15 DIGITS)**
105984000006000

Property Tax Parcel ID is not yet assigned.

Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS
AND RESERVATIONS**

FOR

PANORAMA VISTA

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS for Panorama Vista (the "Declaration") is made by Dennis Sawby Construction, LLC, a Washington limited liability company ("Declarant") and effective as of this 9th day of January 2020.

ARTICLE 1: DEFINITIONS:

Section 1. "Association" shall mean and refer to the Developer, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described herein and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use. The Common Area includes but is not limited to the stormwater retention pond located within the Plat of Panorama Vista.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area and Tracts. Panorama Vista is anticipated to include 39 Lots.

Section 5. "Member" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall refer to the Developer, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. Declarant shall maintain control over Panorama Vista during the development period which is the period prior to conveyance of 75% of the Lots to persons other than Declarant.

Section 7. "Panorama Vista" shall mean the common interest community created by the plat of Panorama Vista as recorded with the Benton County Auditor.

ARTICLE II: LEGAL DESCRIPTION

The real property which is and shall be, held, transferred, sold, conveyed, and occupied subject to this declaration is located in Benton County, Washington, and is described on Exhibit A.

ARTICLE III: GENERAL PROTECTIVE COVENANTS

Section 1. Resident Character of Property. The term "Residential Lot," as used herein, means all of the Lots now or hereafter platted on the existing property or the additions thereto.

Section 2. Parking. No commercial-type trucks or trailers shall be parked or permitted to remain on any Lot, unless the same is stored or placed in a garage. Campers or other trailers used exclusively for recreational purposes, motor homes, boats used for recreational purposes or motorcycles may be stored on a Lot, provided that such vehicles on a Lot shall at all times be parked adjacent to the garage portion of each dwelling and be screened from view by means of a hedge, fence and/or gate that satisfies the requirements of Section 15. No such vehicles shall be parked overnight on any street adjoining any Lot; provided that such vehicles belonging to guests may occasionally be so parked. No motor vehicles, inoperative for reasons of mechanical failure, shall be parked and/or stored on any Lot or in the street right-of-way for more than 72 hours.

Section 3. Architectural Review Committee (hereinafter referred to as "ARC"). No building shall be erected, placed or altered on any Lot (residential or non-residential) on the property until the builder, building plans, specifications, plot plan, landscaping, fencing plan, and exterior color selections showing the nature, shape, height, materials, and location of such building have been approved in writing as to conformity and harmony of external design and color with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Developer of Panorama Vista, or by a representative designated by the Developer. In the event there is a failure to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fully complied with. Neither the Developer of Panorama Vista nor its representatives shall be entitled to any compensation for services performed pursuant to the covenant. All plans, specifications, exterior color selections and plot plans shall be submitted to Alana Carter or Jenifer Sawby ("ARC") at the following address:

E-mail: alana@windermere.com or jenifersawby@windermere.com

or to such other address(es) as may hereafter be given in writing to the owners or contract purchasers involved by the Developer or by said committee.

Section 4. Lot Size; Principal Permitted Uses. Upon approval by the ARC, the following uses shall be permitted:

- (a) Single family dwellings.
- (b) Limited noncommercial agriculture uses such as vegetable gardens.
- (c) Accessory buildings (garage and/or shop).

The owners shall use their respective properties to their enjoyment in such a manner so as not to offend or detract from other owners' enjoyment of their own respective properties.

Section 5. Residential Structure Setbacks. The residential structure requirements for Panorama Vista are as follows:

(a) Setback will be in accordance with the City of West Richland.

(b) Any exceptions must be approved through the ARC.

(c) Plot plan showing house setbacks on all lots must be submitted and approved by the ARC prior to construction. The ARC reserves the right to change the setbacks if warranted at the sole discretion of the ARC.

Section 6. Prohibited Uses.

(a) No trade, craft, business or profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Residential Lot, with the exception of the developer or builder maintaining a sales office or model home on the subject property for the purpose of selling property located within the subject area. Declarant, during the development period, may approve the allowance of a home office at the home of the property owner. No goods, equipment, vehicles (including buses, trucks, and trailers of any description) used for private or commercial purposes be kept, parked, stored, dismantled, or repaired outside on any Residential Lot.

(b) The following uses and any other use not expressly permitted are prohibited in Panorama Vista: no livestock, animals, poultry of any kind shall be raised, bred, or kept except that dogs, cats or other household pets are permitted. Owner shall observe and obey laws applicable to the County of Benton, pertaining to care, control and husbandry of animals and pets.

(c) Kennels in which any animal is contained permanently. The ARC may allow a "Run." It shall be no less than 48 square feet and no than 80 larger square feet, using approved fencing material. A dog barking in excess shall be considered a nuisance and shall be controlled by the owner. An unreasonable accumulation of animal waste may be cause for objection due to site and smell. Any Run shall be maintained in good and sanitary condition by the owner.

(d) No owner shall carry on any activity of any nature whatsoever on their property that is in derogation or in violation of the laws and statues of the State of Washington.

Section 7. Visual Nuisance.

(a) No Lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other material resulting from construction and landscaping work shall not be dumped onto public streets, utility easements or ditches. Paper, plastic and construction wrappings shall not be allowed to blow onto neighboring lots or property. The removal and disposal of such materials shall be the sole responsibility of the individual Lot owner. Should any individual Lot owner or contract purchaser fail to remove any such trash, rubbish, and garbage, yard rakings, other such materials from his property or the streets

and ditches adjacent thereto, within 10 days following the date on which notice is mailed to him by the developer informing him of such violation, then the developer may have said trash removed and charge the expense of removal to the Lot owner or purchaser. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the then owner or contract purchaser, and their successors in interest. Such charge shall also be a personal obligation of the one who is the owner or contract purchaser of the Lot involved on the date of removal.

(b) No owner or contract purchaser of any Residential Lot shall permit any vehicle owned by them or by any member of their family or by any acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street within the existing property in excess of 48 hours. Should any such owner or contract purchaser fail to remove such vehicle within two days following the date on which notice is mailed to them by the developer informing them of a violation of this provision, the developer may have such vehicle removed and charge the expense of removal to said owner or purchaser in accordance with provisions of removal to said owner or purchaser in accordance with provisions of the immediately preceding paragraph. A vehicle shall be deemed to be in an extreme state of disrepair when, in the opinion of the ARC, its presence offends the reasonable sensibilities of the occupants of the neighborhoods.

Section 8. Residential Use of Temporary Structures Prohibited. No trailer, basement, tent, shack, garage, bam, or other outbuildings or any structure of any temporary character erected or placed on the property shall at any time be used as a residence temporarily or permanently.

Section 9. Minimum Square Footage. The ground floor area of the main structure, exclusive of open porch and garages, shall not be less than 1,800 square feet for a one-story dwelling, nor less than 1,500 square feet for the ground floor area of a dwelling of more than one story with no less than 2,200 total square feet in a two-story dwelling. Exterior walls shall be limited to 16 feet flat expanses across the front except for garages. Length of flat exterior expanses can be changed at the discretion of the ARC. Garages shall require the third bay to be offset from the other two bays. Each house shall have a minimum of 144 square feet of covered porch or patio area located on the rear elevation. The covered porch or patio shall have a pitched roof. In the event, due to unforeseen circumstances, such as underground rock formations, allowances can be made at the total discretion of the ARC (A home with a daylight basement shall be considered a dwelling of more than one story.) Support columns on patios and porches must be wrapped, minimum 8" x 8". Lots 1-8, 17-18, 30, and 36-37 may be ramblers or two-story buildings only. Lots 9-15, 28-29, 31-34, and 39 may be single story with daylight basement only. Lots 16, 19-27, and 38 may be two-story buildings or single story with daylight basement only. Lot 35 may be a rambler only. Ramblers and single story with daylight basement homes will have a 22-foot height restriction.

Section 10. Utility Easements. The grantors, for themselves, their successors and assigns, dedicate easements for public utility easement strips as shown in the recorded plats. Said easements are hereby granted to maintain, construct and reconstruct or repair sewer lines, domestic and irrigation water lines, telephone lines and lines for the delivery of electric energy as the same are constructed and installed at the time of or after the conveyance of each of the lots in said plat; and whenever the uses of said easement shall cease, the same shall revert to the owner of the land

affected by said easement. No permanent structures, storage of equipment, construction materials or cars, recreational vehicles, campers or trailers shall be built or placed on a utility easement.

Section 11. Date for Completion of Construction. Any dwelling or structure erected or placed on any Residential Lot shall be completed as to external appearance, including finished painting, within six months from the date of commencement of construction. Full Lot landscaping shall be completed at the time the Certificate of Occupancy is issued.

Section 12. Animals. No animals, 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 be kept in numbers or under conditions reasonably acceptable in a closely built-up residential community.

Section 13. 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 the builder or by a licensed real estate broker, not exceeding 18 inches in height and 24 inches in length, may be displayed on any Lot.

Section 14. Mortgage Protected. Nothing herein contained shall impair or defect the lien of any mortgage or deed of trust now or hereinafter recorded covering any lot or lots, but title to any property obtained as a result of foreclosure shall hereafter be held subject to all of the provisions herein.

Section 15. Building Setback and Fence Requirements. No building or structure including a detached garage shall be located nearer to the front line of the Lot or nearer to the side street Lot line than the building setback lines shown on the recorded plat. Nothing shall prevent the erection of a necessary retaining wall.

Approved fencing shall be stone, block, brick, stucco, or wrought iron and shall be in accordance with the ARC approved design. All other fencing materials, colors, stains, if any, must be approved by the ARC. Cedar fences are prohibited. All fencing plans shall be approved by the ARC before commencement of construction. A patio constructed immediately adjacent to the house on any Lot may be enclosed by a fence. Also, a fence may be constructed and maintained to enclose a swimming pool.

The ARC shall have the authority in any individual case to make such exceptions to the building setback and fence location requirements set forth herein as said committee shall in its uncontrolled discretion deem necessary or advisable. In the event there is a conflict of setback distances and requirements between the ARC and City of West Richland setbacks shall take precedence.

Section 16. Building Restrictions.

(a) *Exterior finishes and Colors.* All homes shall be required to incorporate brick, stone, or stucco in the exterior finish. Architectural and aesthetic balance shall be a primary concern in determining how much brick, stone, or stucco will be required. Horizontal siding will

be allowed with the addition of 15% to 20% brick or rock veneer siding on the front elevation of the home exteriors. Other acceptable sidings are stucco, brick or stone. Board and batt maybe approved for use in the gables. Windows on the front elevation shall be trimmed and framed using four-inch or wider trim material, unless otherwise approved by the ARC.

(b) *Roofing*. Roofing shall be architectural 30-year grade or higher quality. Only dark brown, gray or black colors are permitted unless otherwise approved by the ARC as compatible with a particular design or style. Roof vents and other ventilation pipes shall be located on the rear elevations, except where impractical, and shall otherwise be installed in an inconspicuous location and manner.

(c) *Repetition of House Elevations*. Builders that are owners of multiple Lots shall allow at least a four Lot separation between houses when using similar front elevations to avoid the appearance of tract housing. Builders shall make a concerted effort to not repeat front elevations. When a builder holds multiple Lots and submits a plan for ARC approval, the builder shall include a note to the ARC that notifies the ARC if the plan is a repeated elevation already built and what Lot number the home was built on or planned to be built on. The ARC shall have final discretion in approving or modifying any house plan.

(d) *Exterior Colors*. All homes shall be painted with light or dark earth tones on the body of the house and whites, beiges and light or dark earth tones on the trim of the house. No large contrasts in color shall be used on the body of the house when painted in multiple colors. All colors and color schemes must be approved by the ARC prior to painting the house. No blue, orange, purple, yellow or reds, or variations thereof will be allowed. Some earth tone greens such as olive or sage may be approved.

(e) *Exposed Mechanical Equipment*. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pools pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment, shall be aesthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and safety concerns. No radio or television antennas shall be permitted without written approval of the ARC.

(f) *Basketball Equipment*. Basketball backboards shall not be permitted on the roof or walls of the dwelling.

(g) *Driveways and Parking Strips*. Any driveway on the Lot, including additional parking bays located in front of a gate or fence, shall be constructed of concrete, concrete aggregate, or brick. RV pads next to the house shall be concrete or gravel base only.

(h) *Landscaping*. Trees, shrubs and bushes shall not exceed 20 feet in height. All engineered slopes shall be landscaped with black woven fabric and black fractured basalt rock 2"-4" in diameter. All Lot owners shall be required to landscape and maintain their entire Lot. Landscaping from the edge of the road to the front Lot line shall be maintained by the owner. The area will be kept free from weeds and debris by the Lot owner. Any variation from the above must have the express approval of the ARC. Lot owners shall control and maintain water runoff to prevent excessive water runoff onto common areas or neighboring lots.

Section 17. Grading. The owner of any Lot within the Property in which grading or other work has been performed pursuant to any approved grading plan shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of the Association, or a public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to all assessments described in this Declaration, as may be applicable. An "approved grading plan" means such plans as may have been approved by the ARC and any government agency, if required.

Section 18. Lights. No spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any lot or any structure or fence or wall erected thereon which in any manner will allow light to be unreasonably directed or reflected on any other lot. Front yard box lights are allowed.

Section 19. Leasing. The owners of Lots shall have the right to lease their respective Lots and the dwelling thereon, provided that any such lease is in writing and is specifically made subject to the covenants, conditions, restrictions limitations and uses contained in this Declaration, and any reasonable rules and regulations published by the Association. Such lease term must be a minimum of 30 days. No short term rentals are allowed. Any owner who leases their Lot shall provide notice to the Association, which notice shall include the tenant's name, the number of occupants, the date the lease commences and the date the lease will terminate.

ARTICLE IV: EXTERIOR MAINTENANCE ENFORCEMENT

Section 1. In the event an owner of any Lot on the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to developer, the developer, its successors or assigns, shall have the right to enter upon said parcel to repair, maintain, and restore the Lot and the exterior of the buildings and other improvements erected thereon after 30 days written notice is given to the owner of any Lot setting forth a violation. Declarant, the ARC or the agent of either may enter upon such Lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 2. Declarant, the ARC or any Lot owner shall have the right to enforce any provision of this Declaration or to recover damages resulting from any violation thereof by any proceeding at law or in equity. 30 days after written notice to the owner of any Lot setting forth a violation, Declarant, the ARC or the agent of either may enter upon such Lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within 30 days after written notice and billing may be filed as a lien upon such Lot. Failure of Declarant, the ARC or any Lot owner to enforce any provision herein shall in no event be deemed a waiver of the right to do so.

ARTICLE V: COMMON AREA MAINTENANCE – STORMWATER RUNOFF MAINTENANCE

Section 1. Stormwater Retention Pond and Easement Tract. Tract A of Panorama Vista is a stormwater retention pond which is for the benefit of Lots 18-30 within Panorama Vista. Each owner of Lots 18-30 is obligated to equally contribute to the maintenance and repair of the stormwater retention pond and the easements thereto.

Section 2. Maintenance and Repair Decisions. The owners of Lots 18-30 within Panorama Vista may determine appropriate repairs and maintenance of the stormwater retention pond and the easements thereto by majority vote. Additionally, the Lot owners for all of Panorama Vista must establish a unit owner's association in compliance with RCW 64.90.400 and will have the powers and duties set forth in RCW 64.90.400 to RCW 64.90.560 to effectuate the repair, maintenance and contribution determinations.

ARTICLE VI: GENERAL PROVISIONS

Section 1. Enforcement. The Trustee, the developer, and each owner or contract purchaser of a Lot or Lots may enforce this Declaration subject to this law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, provided, however, that the developer's right to enforce the provisions of this Declaration shall terminate at such time as the developer shall cease to be owner of a Lot or Lots subject to this Declaration. Failure of the Trustee, the developer, or any such owner or contract purchaser to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions of judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind with the land, and shall inure to the benefit of and be enforceable by the Trustee, the owner or contract purchaser of any Lot subject to this Declaration, including the developer, the irrespective legal representatives, heirs, successors, and assigns for a term of 30 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument terminating these covenants which is signed by not less than the owners or contract purchasers then owning 65% of the Property described in Article II shall be filed with the Benton County Auditor. The covenants and restrictions of this Declaration may be amended during the first 30 year period by an instrument signed by not less than the owners or contract purchasers then owning 65% of the Property described in Article II herein and thereafter by an instrument signed by not less than the owners or contract purchasers then owning 65% of the Property described in Article II herein. Amendments shall take effect when they have been recorded with the Auditor of Benton County.

Section 4. Adjacent Properties. Buyers or Lot owners acknowledge that agricultural property exists next to or near their Lot or Lots. Buyers further acknowledge that activities that are normal in agricultural farming will occur during certain times throughout the year.

EXHIBIT A
LEGAL DESCRIPTION

Lot 1-39 and Tract A, Panorama Vista, according to the plat thereof recorded in Volume 15 of Plats, page 667, records of Benton County, Washington.