



WHEN RECORDED RETURN TO:

Gary Chantry
P.O. Box 1796
Newport, WA 99156

Document Title(s):

Covenants and Restictions Governing Moonlight Meadows

Reference Number(s) of Documents Assigned, Released or Re-recorded:

(On page _____ of document(s))

Grantor(s) (Last name first, then first name and middle initials)

Aluvus Co., a Washington corporation

Grantee(s) (Last name first, then first name and middle initials)

Owners

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

Tract E, Lots 1, 2, 3, 4 and 6 Aluvus Co. Seg Survey AFN 297697; Lot 5A & 5B Big Goosmus Creek SP#23-018 AFN 300042; Tax #32 (Ptn Lot 7 Aluvus Co Seg Survey AFN 297697 W/Big Goosmus Creek Rd) S12 T40N R33 EWM; Tax #33 (Ptn Lot 7 Aluvus Co Seg Survey AFN 297697 E/Big Goosmus Creek Rd) S12 T40N R33 EWM; Lot 8A, 8B & 8C Brenner Road SP#23-019 AFN 300044 Tax #3 (Ptn Tract D Murphy Seg Svy #262845 W/ Big Goosmus Creek Rd) S11 T40N R33 EWM Tax #4 (Ptn Tract D Murphy Seg Svy #262845 E/ Big Goosmus Creek Rd) S11 T40N R33 EWM

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel / Account Number

34012240009000, 34012240001000, 34012240002000, 34012240003000, 34012240004000,
34012240005100, 34012240005200, 34012240006000, 34012330002000, 34012330003000,
34012240008100, 34012240008200, 34012240008300, 34011140002100, 34011140002200

Additional Parcel Numbers on page _____ of document.

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34012330003000, Tax #33 (that portion of Lot 7 of Aluvus Co Seg Survey AFN297697, recorded April 25, 2022, lying East of Big Goosmus Creek Road), Segregation per Partial Exemption AFN298488, Recorded September 30, 2022, (also referenced as Lot 7N in the ROAD AND UTILITY EASEMENTS document which was recorded December 4, 2023, AFN0300000), in Section 12, Township 40 North, Range 33 East, W.M.; Address: 294 Big Goosmus Creek Rd, Curlew, WA 99118;

34012240008100, Lot 8A of Brenner Road SP#23-019 AFN300044 (a portion of lot 8 of previous Aluvus Co Seg Survey AFN297697, recorded April 25, 2022, (Boundary Line Adjustment #23-044 AFN300073, recorded December 19, 2023), in Section 12, Township 40 North, Range 33 East, W.M.; Address: Unassigned;

34012240008200, Lot 8B of Brenner Road SP#23-019 AFN300044 (a portion of lot 8 of previous Aluvus Co Seg Survey AFN297697, recorded April 25, 2022, (Boundary Line Adjustment #23-044 AFN300073, recorded December 19, 2023), in Section 12, Township 40 North, Range 33 East, W.M.; Address: Unassigned;

34012240008300, Lot 8C of Brenner Road SP#23-019 AFN300044 (a portion of lot 8 of previous Aluvus Co Seg Survey AFN297697, recorded April 25, 2022, (Boundary Line Adjustment #23-044 AFN300073, recorded December 19, 2023), in Section 12, Township 40 North, Range 33 East, W.M.; Address: 278 Big Goosmus Creek Rd, Curlew, WA 99118;

34011140002100, Tax #3 (That Portion of TRACT D: MURPHY SEG SURVEY #262845 Lying West of Big Goosmus Creek Road), (also referenced as Lot 9 in the ROAD AND UTILITY EASEMENTS document which was recorded December 4, 2023, AFN0300000), in Section 11, Township 40 North, Range 33 East, W.M.; Address: 359 Big Goosmus Creek Rd, Curlew, WA 99118;

34011140002200, Tax #4 (That portion of TRACT D: MURPHY SEG SURVEY #262845 Lying East of Big Goosmus Creek Road), (also referenced as Lot 10 in the ROAD AND UTILITY EASEMENTS document which was recorded December 4, 2023, AFN0300000), in Section 11, Township 40 North, Range 33 East, W.M.; Address: 356 Big Goosmus Creek Rd, Curlew, WA 99118;

2. **DECLARATION:** The Owner hereby declares and establishes, upon recording of this document, the Covenants and Restrictions set forth herein, governing all of the above referenced fifteen (15) Tracts of land, hereinafter referred to as the Tracts.

3. **APPLICABILITY:** All Tracts shall be acquired, held and transferred subject to these Covenants and Restrictions which shall run with the land. Every person or persons who by Deed, Contract, Lease, Rental, or Option of any kind, shall in any manner acquire an interest in any of the said Tracts thereof shall have accepted such Deed, Contract, Lease, Rental, or Option subject to all of the restrictions, conditions and covenants contained herein. The respective heirs, executors, assignees, or successors in interest shall be bound by these Covenants and Restrictions and any amendments thereto to the same extent as the original owner.

4. **PURPOSE:** The purpose of these Covenants and Restrictions is to insure the use of the property for attractive residential and other allowed purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to keep the Tracts desirable, uniform, and suitable in use, and thereby to secure to each Tract owner the full benefit and enjoyment of his/her Tract, with no greater restriction on the free and undisturbed use of his/her Tract than is necessary to insure the same advantages to the other Tract owners.

After recording please mail to:
Gary Chantry P.O. Box 1796, Newport, WA 99156

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1. The UNDERSIGNED, Aluvus Co, a Washington corporation, hereinafter referred to as the Owner, is the owner of fifteen (15) Tracts of land in Ferry County, Washington known as: (Parcel numbers, Legal descriptions and Addresses as follows):

34012240009000, Tract E of Aluvus Co Seg Survey AFN297697, recorded April 25, 2022, in Section 12, Township 40 North, Range 33 East, W.M.; Address: 45 Moonlight Drive, Curlew, WA 99118;

34012240001000, Lot 1 of Aluvus Co Seg Survey AFN297697, recorded April 25, 2022, in Section 12, Township 40 North, Range 33 East, W.M.; Address: 44 Moonlight Drive, Curlew, WA 99118;

34012240002000, Lot 2 of Aluvus Co Seg Survey AFN297697, recorded April 25, 2022, in Section 12, Township 40 North, Range 33 East, W.M.; Address: 39 Moonlight Drive, Curlew, WA 99118;

34012240003000, Lot 3 of Aluvus Co Seg Survey AFN297697, recorded April 25, 2022, in Section 12, Township 40 North, Range 33 East, W.M.; Address: 33 Moonlight Drive, Curlew, WA 99118;

34012240004000, Lot 4 of Aluvus Co Seg Survey AFN297697, recorded April 25, 2022, in Section 12, Township 40 North, Range 33 East, W.M.; Address: 36 Moonlight Drive, Curlew, WA 99118;

34012240005100, Lot 5A of Big Goosmus Creek SP#23-018 AFN300042 (a portion of Lot 5 of previous Aluvus Co Seg Survey AFN297697, recorded April 25, 2022), (Boundary Line Adjustment #23-044 AFN300073, recorded December 19, 2023), in Section 12, Township 40 North, Range 33 East, W.M.; Address: 31 Moonlight Drive, Curlew, WA 99118;

34012240005200, Lot 5B of Big Goosmus Creek SP#23-018 AFN300042 (a portion of Lot 5 of previous Aluvus Co Seg Survey AFN297697, recorded April 25, 2022), (Boundary Line Adjustment #23-044 AFN300073, recorded December 19, 2023), in Section 12, Township 40 North, Range 33 East, W.M.; Address: Unassigned;

34012240006000, Lot 6 of Aluvus Co Seg Survey AFN297697, recorded April 25, 2022, in Section 12, Township 40 North, Range 33 East, W.M.; Address: 27 Moonlight Drive, Curlew, WA 99118;

34012330002000, Tax #32 (that portion of Lot 7 of Aluvus Co Seg Survey AFN297697, recorded April 25, 2022, lying West of Big Goosmus Creek Road), Segregation per Partial Exemption AFN298488, Recorded September 30, 2022, (also referenced as Lot 7S in the ROAD AND UTILITY EASEMENTS document which was recorded December 4, 2023, AFN0300000), in Section 12, Township 40 North, Range 33 East, W.M.; Address: 283 Big Goosmus Creek Rd, Curlew, WA 99118;

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5. FURTHER SUBDIVISION: Further short platting or subdivision shall be allowed, in accordance with the County rules in effect at the time. All such future Tracts shall be bound by these covenants and restrictions.

6. USE OF TRACTS AND PRIVATE RESIDENCES: All Tracts shall be used for residential or agricultural purposes. Homes shall have at least one thousand square feet (1,000 sq ft) of living space, not including garages, porches and decks. All buildings shall be maintained in an attractive condition. Tract owners shall be allowed a home office or home-based business. Scrap yards, wrecking yards and recycling operations shall NOT be allowed on any Tract. The commercial growing, packaging, distribution and selling of marijuana and marijuana products shall NOT be allowed.

7. SETBACKS: All permanent structures must be at least twenty-five (25) feet away from the common lot lines between the Tracts.

8. FENCING AND LIGHTING: Fencing shall be allowed along the boundaries of the Tracts, as well as cross fencing within the Tract and all fencing shall be maintained in a neat, orderly, safe and reasonable state of repair. Exterior lighting shall be moderate in intensity and effect and with beams not directed toward a neighboring Tract, so as to allow all Tract owners to enjoy the night sky.

9. BURNING: The outdoor burning of natural yard waste such as wood and leaf debris is allowed, provided it is done according to the applicable governmental regulations, and in a manner so as to not disturb the neighboring Tract owners. Burning of household garbage, hay or manure is not allowed at any time. Campfires and fire pits are allowed, provided all fire regulations and restrictions are followed.

10. ANIMALS: All animals must be kept under reasonable control at all times and must be contained within the Tract so that they in no way shall become offensive to surrounding property owners or become a nuisance to the community. Animal foods must not become unsightly or have offensive odors. All Tract owners must keep their dogs and other animals from barking and being noisy, so as to maintain the tranquility of the Tracts. No more than four (4) dogs shall be allowed on a Tract. No more than two (2) swine shall be allowed on a Tract.

11. MINING: No mining, quarrying, tunneling or excavating for any substance, including minerals, petroleum, gravel, sand or rock above or below ground shall be permitted. This provision shall not preclude excavation for a sewer/septic system, roadway or foundation for an allowed building.

12. NUISANCES: All terrain vehicles, such as four-wheelers, side-by-sides and trail bikes, are allowed provided they are muffled and are operated considerately. No accumulation of rubbish, debris, and no more than three (3) non-running or 'project' motor vehicles, shall be permitted on any Tract. All trash, garbage, etc. from normal home usage shall be disposed of in a proper manner. Noxious, illegal or offensive use of the Tracts shall NOT be allowed. Hunting, target practice and shooting of firearms must be done in a safe and considerate manner.

13. DURATION: These Covenants and Restrictions shall run with the land and shall be binding on all persons owning, leasing, or renting property in the development. These shall remain in effect unless changed or extinguished in whole or in part by agreement of seventy-five percent (75%) of the owners of the Tracts, and evidenced by a recorded, written document, signed by those owners.

14. VIOLATIONS: Any violations of these Covenants and Restrictions shall be considered a breach of the Covenants. Any person or person Owning a Tract or Tracts herein, upon thirty (30) days written notice to cease and desist, shall have the right to recover reasonable attorney fees, court costs, or any other reasonable costs incurred, which costs shall constitute a lien upon the violator's property, if a judgment is given in the complainant's favor. However, to avoid frivolous complaints, before this civil action or any formal legal action is commenced, by any party, concerning a complaint for a violation, the alleged violation of the Covenants and Restrictions shall first be discussed/communicated between the complaining party and the alleged violator, and there shall be a fifteen (15) day review period.

