

After recording please mail to:

Aluvus Co, P.O. Box 1796, Newport, WA 99156

**COVENANTS AND RESTRICTIONS GOVERNING ARIZONA ESTATES WEST SHORT PLAT,
ARIZONA ESTATES SHORT PLAT AND ARIZONA ESTATES EAST SHORT PLAT**

Page 1 of 4

1. The UNDERSIGNED, Aluvus Co, a Washington Corporation, hereinafter referred to as the Owner, is the owner of ten (10) Tracts of land in Pend Oreille County, Washington known as Lots 1 and 2 of Arizona Estates West Short Plat, Tracts 1, 2, 3 and 4 of Arizona Estates Short Plat, and Lots 1, 2, 3 and 4 of Arizona Estates East Short Plat, in Section 6, Township 30 North, Range 45 East, W.M., currently on the Assessor's tax rolls as Parcel numbers: 453006620001, 453006620002, 453006630001, 453006630002, 453006630003, 453006630004, 453006640001, 453006640002, 453006640003, 453006640004.

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 ten (10) 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.

5. FURTHER SUBDIVISION: Further short platting or subdivision will 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. HOMES AND RECREATIONAL VEHICLES (RV'S): Manufactured Homes shall be allowed, provided they are newly constructed, are double-wide or larger and that they meet all county and state regulations. All Tracts are allowed to have one (1) RV hookup, one (1) primary residence, and up to three (3) additional buildings, for a maximum of four (4) buildings, not counting the RV. All Tracts are allowed to have one (1) RV hook-up. Until a primary residence has been constructed on the Tract, one (1) RV is allowed for limited recreational use during the authorized use period defined as March 15th through November 15th, provided the RV remains licensed and mobile at all times, not blocked-up, skirted or otherwise secured for long-term use. Temporary residential use of one (1) RV shall be allowed for up to 24 months, only during construction of a primary residence, whether the

**COVENANTS AND RESTRICTIONS GOVERNING ARIZONA ESTATES WEST SHORT PLAT,
ARIZONA ESTATES SHORT PLAT AND ARIZONA ESTATES EAST SHORT PLAT**
Page 2 of 4

primary residence being constructed is a manufactured home or a stick-built home. Before the primary residence is constructed, no residential use of outbuildings shall be allowed, although a RV may be used, as provided in the previous sentence. The RV shall not be allowed to be stored on the Tract during the period November 16th through March 14th, unless inside a garage/shop. The RV is to be commercially manufactured and kept in working order and in a well-maintained condition. The RV shall be connected to an on-site sewage disposal system approved by the local health district, or shall be taken off the Tract to discharge sewage and waste water at a dump site. No sewage or wastewater shall be otherwise discharged on any Tract at any time. It is the Tract owner's responsibility to follow all local health regulations. After a primary residence is constructed on the Tract, one (1) RV may be stored on the Tract year-round. At that point, permanent residential use of the RV shall not be allowed, but Guest use shall be allowed, during the March 15th through November 15th time period.

7. **USE OF TRACTS AND PRIVATE RESIDENCES:** All Tracts shall be used for residential purposes. Tract owners may rent out their Tract, provided that it is for a period of at least thirty (30) days, (no daily or weekly rentals). The growing, packaging, distribution and selling of marijuana and marijuana products shall NOT be allowed, Tract owners shall be allowed a home office or home-based business of a limited and quiet nature, provided customer traffic, including delivery and pickup, is limited to no more than a total of twenty (20) trips per month. Scrap yards, wrecking yards and recycling operations shall not be allowed on any Tract.

8. **BUILDING RESTRICTIONS:** All structures shall comply with applicable Pend Oreille County building regulations and zoning and land use laws. Each primary residence building shall contain a minimum of one thousand (1000) square feet, exclusive of open decks, patios, sheds, garages or other buildings.

9. **FENCING AND LIGHTING:** Fencing shall be allowed along the boundaries of the Tracts, as well as cross fencing within the Tract. Fencing shall not exceed a length of six (6) feet, with the exception of a family garden, which may be fenced to a height of eight (8) feet. All fencing shall be maintained in a neat, orderly, safe and reasonable state of repair. Exterior lighting shall be moderate in intensity and effect, with beams not directed toward a neighboring Tract, nor impacting the pleasant and safe travel along the county road, Arizona Lane.

10. **APPEARANCE AND MAINTENANCE:** The buildings and grounds upon all Tracts shall be kept in a neat, orderly, safe and reasonable state of repair and cleanliness. The landscape of all Tracts must be allowed to remain in a natural, vegetated state or landscaped. If landscaped, the owners are responsible for ensuring irrigation is available and used to maintain a clean and attractive appearance at all times.

11. **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. Household garbage is not allowed to be burned at any time. Burning barrels are not allowed. Campfire rings or fire pits are allowed, provided they are used in accordance with local fire regulations.

12. **ANIMALS:** So as to help maintain the appearance of the street-side landscaping, lawns and sod, and the overall appearance of and the general tranquility of the Tracts, all animals must be kept under reasonable control at all times. All animals must be contained within the Tract and kept properly fenced, leashed or housed at all times 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 from barking excessively in the daytime, and prevent them from barking at night, so as to maintain the tranquility of the Tracts. Commercial kennels and raising or housing of any animal on a commercial basis is prohibited. Each Tract shall be limited to

**COVENANTS AND RESTRICTIONS GOVERNING ARIZONA ESTATES WEST SHORT PLAT,
ARIZONA ESTATES SHORT PLAT AND ARIZONA ESTATES EAST SHORT PLAT**

Page 3 of 4

no more than three (3) dogs. Each Tract shall be limited to no more than three (3) cats. Each Tract shall be limited to no more than six (6) birds, such as chickens, ducks and pigeons. The following animals shall NOT be allowed under any circumstances: swine, geese, and large animals, such as horses, cattle, camels, llamas and alpacas. No wild or untamed animals of any kind are permitted to be kept or confined on any Tract.

13. 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.

14. NUISANCES: Hunting, target practice and shooting of firearms or bows for any purpose are prohibited. All terrain vehicles, such as four-wheelers, side-by-sides and trail bikes, are allowed provided they are muffled and are operated considerately, during daylight hours. No accumulation of rubbish, debris, excess building materials, stripped down, wrecked, or junked motor vehicles, or accumulation of parts thereof, shall be permitted on any Tract. All vehicles kept on any tract shall be maintained in an operable condition and licensed, unless they are stored inside a building and are not visible from the street. All trash, garbage, etc. from normal home usage shall be disposed of in a proper manner. Any major mechanical work shall be done inside of garage or shop or taken to a facility to be completed. No noxious, illegal or offensive use of property shall be carried on, nor shall anything be done thereon which may be or become a nuisance to a neighbor or the community at large.

15. 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 sixty percent (60%), which is six (6) or more of the owners of the ten (10) Tracts, and evidenced by a recorded, written document, signed by the owners of those six (6) or more of the Tracts.

16. 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 between the complaining party and the alleged violator, and there shall be a fifteen (15) day review period. If this discussion fails to resolve the issue, the complaining party shall still have the right to prosecute a civil action.

17. NOTICES: Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered five (5) days after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address shown as a Tract owner on the county treasurer's tax records.

18. NON-WAIVER, INTERPRETATION AND SEVERABILITY: The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision. The provisions of these Covenants and Restrictions shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and use of the Tracts. These Covenants and Restrictions shall be construed and governed under the laws of the State of Washington. Invalidation by court order or judgment of any provision, sentence, paragraph, or other portion of these Covenants and Restrictions shall in no way effect or invalidate any other provisions, sentences or paragraphs, and the remaining portion shall continue in full force and effect.

COVENANTS AND RESTRICTIONS GOVERNING ARIZONA ESTATES WEST SHORT PLAT,
ARIZONA ESTATES SHORT PLAT AND ARIZONA ESTATES EAST SHORT PLAT

Page 4 of 4

19. COVENANTS ON THE FACE OF THE SHORT PLATS: These Covenants and Restrictions are in addition to those covenants, if any, that are shown on the face of the short plats for Arizona Estates West Short Plat, Arizona Estates Short Plat and Arizona Estates East Short Plat, as recorded in the records of Pend Oreille County, Washington.

Executed and Dated this 25th day of Oct, 2022.

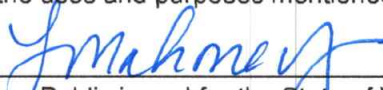

ALUVUS CO., by Gary B. Chantry, President

State of Washington)
)
County of Pend Oreille)

I hereby certify that I know or have satisfactory evidence that Gary B. Chantry, is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he is authorized to execute the instrument and acknowledged it as the President of Aluvus Co. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: Oct. 25, 2022

My appointment expires 12-7-24


Notary Public in and for the State of Washington
Residing at Newport, Wa.

