

RETURN NAME & ADDRESS

Jim  
\_\_\_\_\_  
\_\_\_\_\_

Please print neatly or type information  
Document Title(s)

Agreement for on site Waste Management System

Reference Number(s) of related documents:

AFN 3037004

Additional Reference #'s on page \_\_\_\_

Grantor(s) (Last, First, and Middle Initial)

Aspen Shores Waste Management System and Homeowners Association  
~~South Shore~~ Aspen Shores James L. Boyington

Additional Grantors on page \_\_\_\_

Grantee(s) (Last, First, and Middle Initial)

Public

Additional Grantees on page \_\_\_\_

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

See

Complete legal on page \_\_\_\_

Assessor's Property Tax Parcel/Account Number

See

Additional parcel #'s on page \_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

\*I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

ASPEN SHORES CONTRACT

FOR ON-SITE WASTE MANAGEMENT SYSTEM

PURPOSE

The purpose of this contract is to provide for the management of the on-site waste management system for Aspen Shores Subdivision pursuant to WAC 246-272. (This revision was approved by 100% of owners documented by signed authorization from each owner in March 2009. This revision replaces the contract filed with Douglas County on 3/13/2001 under AFN 3037004.)

PROPERTY

The property that is subject to this agreement is described as follows:

*All residential lots except Block 5 Lot 1 of the Aspen Shores Subdivision, Douglas County, Washington, according to the plats thereof for Phase 1, Phase 2, Phase 3 and Phase 4 as recorded in*

1. *Volume H of plats, pages 708-719*
2. *Volume H of plats, pages 815-816*
3. *Volume H of plats, pages 825-827*
4. *Volume I of plats, pages 209-211*

*and associated amended or corrected plats for Aspen Shores Subdivision filed subsequent to original plats.*

- A. Definitions. In additions to those definitions set forth in WAC 246-272, and by this reference made a part hereof, the following terms shall have the meaning indicated:
- 1) Developer – South Slope Shores, LLC, a limited liability company licensed in the state of Washington, and Stephen Talbot, Pamela Krueger-Talbot, Greg DeCamp, Trina DeCamp and Grace Krueger, a partnership located in the State of Washington.
  - 2) Purchaser – Any person, or the heirs, successors or assigns of such person, who purchases and/or leases one or more such units in the Aspen shores Subdivision.
  - 3) Management – The Aspen Shores Waste Management System and Homeowners Association, or the successor or assigns of such corporation.
- B. Management. The Aspen Shores Waste Management System and Homeowners Association shall manage the on-site waste management system

of the Aspen Shores Subdivision pursuant to the provisions of this contract and the applicable guidelines at WAC 246-272.

- C. Continuity. This contract shall continue to provide management of the Aspen Shores on-site waste management system until the system has been abandoned and the dwelling units or other buildings served by the system have been connected to an approved sewerage system.
- D. Existing Statutes, Rules and Regulations, etc. - Conflicts. The management of the Aspen Shores on-site waste management system must be in conformance with existing statutes and the rules and regulations of any applicable regulatory agencies. Any portions of this contract in conflict with statutes limiting the authority of any management will not be applicable; however, management may be required to find a substitute for the non-applicable requirement.
- E. Management System Contract. The Aspen Shores on-site waste management system shall be operated pursuant to the following rights, duties and obligations of the management, developer and purchaser:
- 1) The management agrees to provide maintenance and operation of on-site sewerage system, provide surveillance of functioning of on-site sewerage system, keep records, collect fees, disburse funds, and perform all other duties set forth in this contract as are assigned to management.
  - 2) The developer agrees that, when selling or leasing property, as a condition of sale or lease he will require the contract of sale, property deed or lease to include a clause wherein the purchaser agrees to conform to the provisions of the management system contract.
  - 3) The developer agrees to provide each purchaser a full and complete copy of the management system contract prior to purchaser's signing of purchase contract.
  - 4) In the event the developer retains possession of individual lots which contribute sewage to an on-site sewerage system, the developer's obligations will include those of a purchaser with respect to those individual lots.
  - 5) The management, developer and purchaser may mutually agree to amend, add to or delete from this contract so long as those changes are approved by the local health officer and other applicable regulatory agencies.

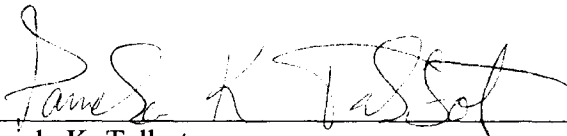
- 6) The management has the right to contract with public or private agencies for labor and other services.
  - 7) The management shall employ competent personnel, as determined by the local health officer and other applicable regulatory agencies, familiar with the maintenance and operation of the types of on-site sewerage system under its management.
  - 8) The management shall exercise responsibility over all portions of the sewerage system from the point where the lateral lines leave individual lots. In addition, the management shall be responsible for coordinating the pumping schedule of the step tanks on the individual lots.
  - 9) (Left blank to coordinate with DSHS guidelines numbering system.)
  - 10) In the event management is unable to comply with the requirements of this contract and any applicable governmental regulations then management shall assign its interest to an entity or governmental authority approved by the Chelan-Douglas County Health District.
  - 11) Cost for restoration pursuant to Section 1 below shall be allocated pro rata to the lot owners.
  - 12) Purchasers may perform work to hook up to the waste management system only under the supervision of the management.
  - 13) The properties shall not connect to an alternate sewage disposal system without the approval of the management. In the event management approves of such a connection, the cost of such connection, if any, shall be the obligation of the property owner.
- F. Financial Solvency. Management shall assure the financial solvency of its management responsibilities. Financial arrangements shall include, but not be limited to the following considerations:
- 1) Management shall set up an accounting and audit system in accordance with applicable statutes.
  - 2) Management shall establish a standard maintenance and operation fee. The fee shall be assessed equally among all users for all maintenance, operations, repairs or improvements even though the users are served by six (6) separate systems. If one system fails, all owners pay for the repair or replacement.

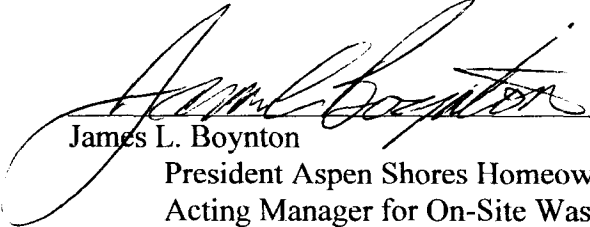
- 3) Developer shall pay for initial installation of on-site sewerage system.
- 4) Management shall establish an emergency fund. The initial fund amount shall be \$6,000 provided by the developer. Management shall reimburse Developer the full amount provided by developer from assessments on a schedule to be determined by management. If it is necessary for management to use all or a portion of the emergency fund, then management shall immediately place a schedule of assessments to replenish the fund within a reasonable time.
- 5) Management shall prepare a rate structure for various services that may be entailed beyond routine operation and maintenance due to variations in on-site sewerage system being serviced.
- 6) Management is permitted to bill purchaser for any routine repair work, replacement, emergency work or modifications undertaken on behalf of purchaser's installation to cover costs of materials and labor and other valid associated costs.
- 7) Management shall review rates annually and adjust them in order to maintain adequate funds for the system.
- 8) Management shall assess the property owners within the development for the amounts referenced above. In the event these assessments or bills are not paid, management shall have the right to lien property and collect any unpaid assessments and bills in a manner consistent with that contained in the protective covenants of Aspen Shores Subdivision.
- 9) Management shall establish a method of final disbursement of funds on hand and collectible at such time as the management system is dissolved.
- 10) Management shall establish a method of transfer of funds at such time as the management responsibilities are transferred.
- 11) Management and developer shall work together to assure that adequate operation and maintenance funds are available from the initiation of sewage system operation.
- 12) Funds collected by management for maintenance of the sewage system shall be kept in an account to be used for the sole purpose of carrying out the functions of the sewerage management system.

- G. Maintenance and Operation – Management and Purchaser. The on-site waste management shall be operated pursuant to an operation manual prepared and approved pursuant to DSHS guidelines for the formation and operation of on-site waste management system.
- H. Right to Enter on Purchaser's Property. Management shall have the right to enter upon purchaser's property to perform routine inspections or work and to respond to emergency conditions.
- I. Restorations. Whenever work is performed by management on purchaser's property, management shall restore all paving, planting, and other features of purchaser's property to its original condition as nearly as possible.
- J. Purchaser's right to perform work. Except in the event of an emergency that demands immediate action, upon notification of the management by the purchaser, management may permit purchaser to perform repairs, replacements, and other work other than routine maintenance and operations on those portions of the sewerage system located on purchaser's property. If management permits such work by purchaser, it shall be performed under the following conditions:
- 1) Design, materials, work to be performed, and time for completion shall be directed by management, and shall comply with local health department and other applicable local regulations.
  - 2) Cost of labor and materials shall be borne by the purchaser.
  - 3) Completed work shall be inspected and approved in writing by management before being placed in service.
  - 4) Management may correct any improper construction performed by purchaser or require purchaser to make such corrections, and may complete any work not finished by purchaser within the time limit set by management, and may bill purchaser for all labor and materials.
  - 5) Management shall enter such work into the maintenance and operation record.
- K. Governing Law. It is agreed that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. The venue of any legal action involving the parties shall be exclusively in a court of competent jurisdiction of the State of Washington, County of Douglas.

L. Attorney Fees. In the event that any action is filed in relation to this Contract, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

M. Modification of Agreement. Any modification of this Contract or additional obligation assumed by either party in connection with this contract shall be binding only if evidenced in writing signed by each part or an authorized representative of each party.

  
\_\_\_\_\_  
Pamela K. Talbot Date 8-28-09  
Developer Notary added - page attached 8 of 8

  
\_\_\_\_\_  
James L. Boynton Date 8/24/09  
President Aspen Shores Homeowners Association  
Acting Manager for On-Site Waste Management System  
Notary Added - page attached 7 of 8

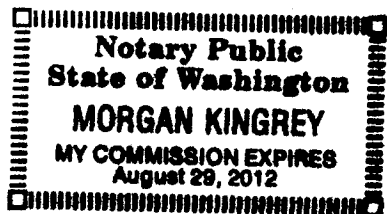
STATE OF WASHINGTON, }  
County of Chelan } ss.

ACKNOWLEDGMENT - Representative Capacity

I certify that I know or have satisfactory evidence that James L. Baynton  
is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she  
was authorized to execute the instrument and acknowledged it as the President - Aspen  
Shoes Homeowners Association of \_\_\_\_\_

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the day and year last above written.



Morgan Kingrey  
Notary Public in and for the State of Washington,  
residing at 10000th  
My appointment expires 8-29-2012

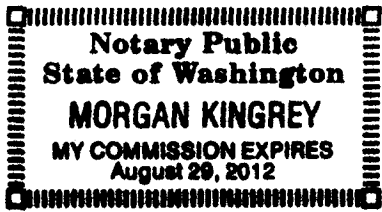


STATE OF WASHINGTON, }  
County of Chelan } ss.

ACKNOWLEDGMENT - Representative Capacity

I certify that I know or have satisfactory evidence that Pamela B Talbot  
is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she  
was authorized to execute the instrument and acknowledged it as the Managing Member  
of South Slope Shares LLC  
to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the day and year last above written.



Morgan Kingrey  
Notary Public in and for the State of Washington,  
residing at Wenatchee  
My appointment expires 8/29/2012

Aspen Shores On Site Waste Management System - Parcels Served

44200100100	Block 1, Lot 1	2752 Akamai	Residential Lot
44200100200	Block 1, Lot 2	2770 Mikayla	Residential Lot
44200100300	Block 1, Lot 3	2790 Mikayla	Residential Lot
44200100400	Block 1, Lot 4	2800 Mikayla	Residential Lot
44200100500	Block 1, Lot 5	2820 Mikayla	Residential Lot
44400100600	Block 1, Lot 6	2830 Mikayla	Residential Lot
44400100700	Block 1, Lot 7	2840 Mikayla	Residential Lot
44400100800	Block 1, Lot 8	2850 Mikayla	Community Park
44400100900	Block 1, Lot 9	2860 Mikayla	Residential Lot
44400101000	Block 1, Lot 10	2870 Mikayla	Residential Lot
44400101100	Block 1, Lot 11	2880 Mikayla	Residential Lot
44400101200	Block 1, Lot 12	2890 Mikayla	Residential Lot
44300200100	Block 2, Lot 1	2800 Akamai	Residential Lot
44300200200	Block 2, Lot 2	2810 Akamai	Residential Lot
44300200300	Block 2, Lot 3	2820 Akamai	Residential Lot
44300200400	Block 2, Lot 4	2830 Blue Heron	Residential Lot
44300200500	Block 2, Lot 5	2840 Blue Heron	Residential Lot
44300200600	Block 2, Lot 6	2850 Blue Heron	Residential Lot
44400200700	Block 2, Lot 7	2858 Blue Heron	Residential Lot
44400200800	Block 2, Lot 8	2864 Blue Heron	Residential Lot
44400200900	Block 2, Lot 9	2870 Blue Heron	Residential Lot
44400201000	Block 2, Lot 10	2878 Blue Heron	Residential Lot
44400201100	Block 2, Lot 11	2888 Blue Heron	Residential Lot
44400201200	Block 2, Lot 12	2896 Blue Heron	Residential Lot
44300300100	Block 3, Lot 1	2840 Akamai	Residential Lot
44300300200	Block 3, Lot 2	2850 Akamai	Residential Lot
44300300300	Block 3, Lot 3	2870 Akamai	Residential Lot
44300300400	Block 3, Lot 4	2890 Akamai	Residential Lot
44400400100	Block 4, Lot 1	2801 Aspen Shores	Residential Lot
44400400200	Block 4, Lot 2	2825 Aspen Shores	Residential Lot
44400400300	Block 4, Lot 3	2835 Aspen Shores	Residential Lot
44400400400	Block 4, Lot 4	2845 Aspen Shores	Residential Lot
44400400500	Block 4, Lot 5	2855 Aspen Shores	Residential Lot
44200500200	Block 5, Lot 2	2705 Gracie Lane	Residential Lot
44200500300	Block 5, Lot 3	2702 Gracie Lane	Residential Lot
44200500400	Block 5, Lot 4	2710 Gracie Lane	Residential Lot
43500001300	Block 2, Lot 13	2912 Blue Heron Lane	Residential Lot
43500001400	Block 2, Lot 14	2938 Blue Heron Lane	Residential Lot
43500001500	Block 2, Lot 15	2952 Blue Heron Lane	Residential Lot
43500001600	Block 2, Lot 16	2966 Blue Heron Lane	Residential Lot
43500001700	Block 2, Lot 17	2980 Blue Heron Lane	Residential Lot
43500001800	Block 2, Lot 18	2988 Blue Heron Lane	Residential Lot
43500001900	Block 2, Lot 19	2990 Blue Heron Lane	Residential Lot
43500002000	Block 2, Lot 20	2992 Blue Heron Lane	Residential Lot
43500002100	Block 2, Lot 21	2994 Blue Heron Lane	Residential Lot