

Return Address: ASPEN SHORES HOMEOWNERS ASSOCIATION
2850 MIKAYLA LANE
EAST WENATCHEE, WA 98502

Document Title(s) (or transactions contained therein):

1. ASPEN SHORES CONTRACT FOR ON-SITE WASTE MANAGEMENT SYSTEM
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

(on page of document(s))

Grantor(s) (last name first, then first name and initial(s))

1. ASPEN SHORES WASTE MANAGEMENT SYSTEM & HOMEOWNERS ASSOCIATION
2. SOUTH SLOPE SHORES, LLC
- 3.
- 4.

Additional names on page of document.

Grantee(s) (last name first, then first name and initial(s))

1. CHELAN DOUGLAS HEALTH DEPARTMENT
- 2.
- 3.
- 4.

Additional names on page of document.

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

ALL RESIDENTIAL LOTS OF THE ASPEN SHORES SUBDIVISION, DOUGLAS COUNTY, WA
ACCORDING TO THE PLATS THEREOF

Additional legal is on page of document

Assessor's Property Tax Parcel/Account Number:

Additional parcel numbers on page of document

Washington State County Auditor/Recorder's indexing form (cover sheet)

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 provided herein.

EMERGENCY NONSTANDARD REQUEST – SIGN ONLY WHEN RECORDING AS NONSTANDARD

I am requesting an emergency nonstandard recording for an additional fee of \$50.00 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

DATE

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 246-272A.

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, WA, according to the plats thereof for Phase 1, Phase 2, Phase 3, and Phase 4 as recorded in Volume H of plats, page 708-719; Volume H of plats, page 815-816; Volume H of plats, page 825-827; and Volume I of plats, page 209-211; and associated amended or corrected plats for Aspen Shores Subdivision filed subsequent to original plats.

DEFINITIONS

In addition to those definition set forth in WAC 246-272A, 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. **Owner** – Any individual, corporation, company, association, firm, partnership, trustee, governmental agency, or any other entity whatsoever, and authorized agents of these entities, and heirs, successors, and assigns holding title to a lot within the Aspen Shores Subdivision.
3. **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 of WAC 246-272A.

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 sewage system.

Existing Statues, Rules, Regulation, etc. – Conflicts

The management of the Aspen Shores On-site Waste Management System must be in conformance with existing statues and the rules and regulations of any applicable regulatory agency. 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.

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, owner, and developer.

1. Management agrees to provide maintenance and operation of on-site sewage system, provide surveillance of functioning of on-site sewage 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 developer will require the contract of sale, property deed, or lease to include a clause wherein the owner agrees to conform to the provision 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 agreement.
4. In the event the developer retains possession of individual lots which contribute sewage to the on-site sewage system, the developer's obligations will include those of an owner with respect to those individual lots.
5. Management, owner, and developer may mutually agree to amend, add, or delete from this contract so long as those changes are approved by the local health officer and other applicable regulatory agencies.
6. Management has the right to contract with public or private agencies for labor and other services.
7. Management shall employ competent people, as determined by the local health officer and other applicable regulatory agencies, familiar with the maintenance and operation of the types of on-site sewage system under its management.
8. Management shall exercise responsibility over all portions of the sewage system from the point where the lateral lines leave individual lots. In addition, management shall be responsible for coordinating the daily pumping schedule and yearly inspection of the septic tanks of the individual lots.
9. Intentionally left blank

10. In the event management is unable to comply with the requirements of this contract and any applicable governmental regulations then management shall assign interest to an entity or governmental authority approved by the Chelan-Douglas County Health District.
11. Cost of restoration pursuant to the Section titled "Restorations" below shall be allocated pro rata to all lot owners.
12. Owners may perform work to hook up to the waste management system only under the supervision of management.
13. Owners shall not connect to an alternate sewage disposal system without the approval of 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.

FINANCIAL SOLVENCY

Management shall assure the financial solvency of its management responsibilities. Financial arrangements shall include, but not be limited to the following consideration:

1. Management shall setup 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 owners for all maintenance, operations, repairs or improvements even though the owners 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 the on-site sewage system.
4. Management shall establish an emergency fund. The initial funds 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 apportion of the emergency fund, the 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 the on-site sewage system being serviced.
6. Management is permitted to bill owner for any routine repair work, replacement, emergency work or modification undertaken on behalf of owner'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 reference above. In the event these assessments or bills are not paid, management shall have the right to lien the 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 final disbursement of funds on hand and collectible at such time as the on-site waste 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 and operation of the sewage system shall be accounted for and shall be used for the sole purpose of carrying out the functions of the sewage management system.

MAINTENANCE AND OPERATION – MANAGEMENT AND OWNER

The on-site waste management shall be operated pursuant to an operation manual prepared and approved pursuant to Chelan-Douglas County Health Department guidelines for the formation and operation of on-site waste management systems.

RIGHT TO ENTER ON OWNERS PROPERTY

Management shall have the right to enter upon owner's property to perform routine inspections or to work and to respond to emergency conditions.

RESTORATIONS

Whenever work is performed by management on owner's property, management shall restore all paving, plantings, and other features of owner's property to its original condition as nearly as possible.

OWNER'S RIGHT TO PERFORM WORK

Except in the event of an emergency that demands immediate action, upon notification of management by the owner, management may permit the owner to perform repairs, replacements, and other work, other than routine maintenance and operations on those portions of the sewage system located on owner's property. If management permits such work by owner, 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 material shall be borne by the owner.
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 owner, or require owner to make such corrections, and may complete work not finished by owner within the time limit set by management, and may bill owner for all labor and materials.
5. Management shall enter such work into the maintenance and operation record.

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 the court of competent jurisdiction of the State of Washington, County of Douglas.

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.

MODIFICATION OF AGREEMENT

Any modification of the contract or additional obligation assumed by either party in connection with this contract shall be binding only if evidenced in writing by each party or an authorized representative of each party.

Developer James H. [Signature] Date 8-19-2011

Aspen Shores Home Owners Association Martin S. [Signature] PRESIDENT Date 8/22/2011

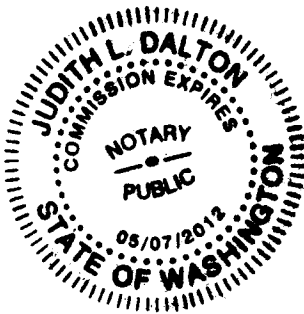
INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON,

County of Chelan } ss.

I certify that I know or have satisfactory evidence that Pamela T Talbot-Kewger
_____ is/are the person(s) who appeared before me, and said person(s)
acknowledged that she signed this instrument and acknowledged it to be her
free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 19th day of August, 2011.



Judith L Dalton
Print Name Judith L Dalton
Notary Public in and for the State of Washington
My appointment expires: 5-7-2012



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON

COUNTY OF Douglas

I certify that I know or have satisfactory evidence that Martin Ritter

Is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes in the instrument.

Dated this 22nd day of August, 2011.



Sign Name Cheryl Ann Day

Print Name Cheryl Ann Day

Notary Public in and for the State of WA

My appointment expires: 3-4-2012