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Return Address:

Aspen Shores Homeowners Association  
2850 Mikayla Lane  
E. Wenatchee, WA 98802

**AMENDED PROTECTIVE COVENANTS 2014**

Aspen Shores Subdivision  
Douglas County, Washington

Grantor/Grantee: Aspen Shores Homeowners Association

Legal Description (abbreviated): Aspen Shores Subdivision, Douglas County, Washington

Additional legal on page 1.

Assessor's Tax Parcel ID#: 411-000-043-06, 411-000-044-01 & 411-000-045-00

Aspen Shores Homeowners Association represents the following described Subdivision located in Douglas County,  
State of Washington:

Aspen Shores Subdivision, Douglas County, Washington, according to the plat thereof recorded in Vol. H. of Plats,  
pages 708-719.

PREAMBLE

The Aspen Shores Subdivision is located along the Columbia River and consists of 43 lots for residential use, a Community Park, two (2) RV parking areas and a small beach area known as the Cove. This third Amended Protective Covenants supersedes the Amended Protective Covenants recorded September 3, 2004, with Douglas County Auditor file number 3077314. These covenants as amended apply to all lots.

There are additional covenants applying to some lots because of the amenities, location or utilities associated with them. See sections 43-46.

HOMEOWNERS ASSOCIATION

These covenants shall be enforced by the Board of the Aspen Shores Waste Management System and Homeowners Association corporation (Homeowners Association). The Board is elected by all owners. All owners shall be members of the corporation. Each lot shall be entitled to one vote.

GENERAL COVENANTS

- 1) Aesthetic Control. No building, including outbuildings, shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure, the location and surfacing of the driveway, fencing and the landscaping immediately surrounding the structure have been approved by the Homeowners Association. The Homeowners Association shall consider quality of workmanship and materials, harmony of external design with the natural environment, existing structures and the intended nature of the plat, conformance with these covenants and location with respect to

topography and finished grade elevation. Harmony is to be maintained through use of earth-tone colors and natural building materials where possible. Bright colors and reflective materials are to be avoided.

- 2) Riparian. There shall be a protected riparian area (Habitat Mitigation Area) along the river of variable widths but generally 34' wide. This corridor consists of naturally occurring vegetation and plants which were placed by the Developers in accordance with an enhancement plan agreed to in the subdivision process.
  - a) The Homeowners Association will be responsible for the maintenance of the riparian area, except in back of Block 1 Lots 2-7 and Block 1 Lots 9-12. Individual homeowners will be responsible for the maintenance of the riparian area in back of their lots. This maintenance will include noxious weed control, reasonable safety issues such as fire control and the protection of a year round 40' view corridor in front of lots 2-12. Aspen Shores Phase 1 Plat Amendment March, 2001, allows for the protection of year around 40' view corridors pertaining only to trimming cottonwood trees for purposes of retaining an unobstructed view. Trees within the view corridors shall be limited to a height equal to the ceiling of the first floor or daylight basement of the adjacent lot. Maintenance shall be done in a manner that does not substantially affect the intent of the Habitat Mitigation Area.
  - b) All existing vegetation and standing or down dead wood shall be retained within the Habitat Mitigation Area. Plant cutting, disturbance or removal of plantings shall be prohibited unless a standing dead tree constitutes a threat to persons or property.
  - c) Dogs and cats must be strictly attended to and picked up after when off their owner's lot. They are allowed in the riparian areas of Community Park and the Community Cove under the same attended care conditions
  - d) The enhancement of the protected area with non-native species is not allowed except by special permission of the WSDFW and the Homeowners Association Board.
- 3) Animals. No animals shall be allowed except traditional small household pets. All dogs must be kept within the boundary of the owner's parcel either indoors, in a kennel or in an adequately fenced area except when attended by the owner. No dangerous dogs (e.g. pit bulls) are allowed.
- 4) Fences. Fencing is allowed, but if necessary a 3' height maximum will be enforced on the river side of the house to protect all views up and down the river. Standard fencing for dog kennels or privacy are allowed to the side yard or non-riverfront side of the residence.
- 5) Subdivision. Lots may not be subdivided.
- 6) Maintenance of Vacant Lots. It is the intent of these restrictions that vacant lots be maintained in a reasonably presentable condition. After reasonable notice to the owner, the Board shall have the right at all times to enter upon any lot to remove debris, or other waste materials and to charge the expense thereof to the owner as an assessment. The Board shall have all rights and remedies for the collection of said assessment as provided in Section 35, Lien for Unpaid Assessments.
- 7) Landscaping. It is the responsibility of each property owner to landscape and control noxious weeds. No trees, hedges or shrubs shall be grown or maintained in a fashion which unreasonably interferes with

neighboring or future lot owner's use and enjoyment of their respective properties, especially all views of the river. The Board shall determine whether any given trees, hedges or shrubs unreasonably interfere with those rights and such determination shall be conclusive. All fruit trees shall be kept insect and disease free.

- 8) Nuisances. No activity shall be carried on upon any lot or permitted thereon which may be or become a nuisance to the neighborhood.
- 9) Electrical and Telephone service. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained. All owners shall use underground service to connect to the underground electrical or telephone utility facilities, except for the main electrical power line serving the properties which may be overhead and shall follow the relocated easement road in a manner such as is customary in line construction.
- 10) Refuse. No trash, garbage, rubbish, refuse or other solid waste of any kind, including – particularly – inoperable motor vehicles, appliances and furniture, shall be thrown, dumped, stored, or disposed of, or otherwise placed on any part of the development. Garbage and similar solid waste shall be kept in sanitary containers well suited for that purpose.
- 11) Temporary Dwellings. No mobile homes, manufactured homes, trailers, basement, tent or other outbuildings shall be used on any lot at any time, either temporarily or permanently, as a residence.
- 12) Easements. Easements for utilities are reserved as granted to utility companies. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements in it for which a public authority, utility company or homeowner's association is responsible.
- 13) Excavations. No excavation for minerals, stone, gravel or earth shall be made upon any lot other than excavation by permit for necessary construction purposes relating to main dwelling units, retaining and court walls, outbuildings and pools, boat basins, enhancement or enlargement of wetlands areas, and for the purposes of contouring, shaping, fencing and generally improving any lot. No excavation is allowed within the riparian area or the steep slopes.
- 14) Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- 15) Signs. No billboard or advertising sign of any kind may be erected, placed or maintained on any lot or lots or any building or structure thereon, except two "For Sale" signs used to advertise the property for sale. No sign may be more than three feet square (except the signs by developers to mark and identify the subdivision).
- 16) Businesses. No store or business shall be carried on upon said premises or permitted thereon which involves on-premise sales or on-premise customers, or which constitutes a nuisance.

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- 17) Fires. Burning barrels shall not be allowed.
- 18) Firearms. The use of firearms or explosives, including fireworks, are prohibited, except the legal use of explosives as is required for construction work.
- 19) Disturbed Earth. Removal and disruption of vegetative cover shall be minimized to protect the existing vegetation to the fullest possible extent. Disturbed areas shall be reseeded or landscaped.
- 20) Driveways. All driveways shall be surfaced by asphalt pavement, concrete or gravel.
- 21) Internal Combustion Engines. No electrical generators, pumps or other device powered by internal combustion engines shall be operated upon any lot for the purpose of routine maintenance, i.e., gardening equipment, power washers.

#### BUILDING COVENANTS

- 22) Single Family Dwellings. No structure shall be erected on any lot except a one single family dwelling. Any associated accessory building(s) must adhere to allowing all views of the river by other property owners and must also be approved by the Board.
- 23) Existing Structures. No existing structure of any nature shall be moved onto said premises.
- 24) Code. All buildings shall conform to the Uniform Building Code.
- 25) Materials. The use of new materials on all exterior surfaces shall be required, except that used brick is permissible. Exteriors constructed from materials indigenous to the Pacific Northwest are desired. No reflective finishes (other than glass or hardware fixtures) shall be used on exterior surfaces, including, but not limited to, the exterior surface of any of the following: roofs, all projections above roofs, fences, doors, trims, window frames, pipes, equipment and mailboxes.
- 26) Dwelling Size. No dwelling shall be constructed having a fully enclosed main floor living area of less than 1,200 square feet (this does not include garages, balconies, patios and the like) except on written waiver by the Board. On the small Block 2 Lots this requirement can be met with a two story structure having a total living space, exclusive of garages, balconies, patios and the like, not less than 1,600 square feet.
- 27) Building Setback. Block 1 Lots 2-7 and Lots 9-12 shall have building setbacks from the Ordinary High Water Mark (OHWM) as required by the Douglas County building permits agency and by any other applicable local, state, federal rules and regulations.
- 28) Outdoor Lighting. No outdoor lighting shall be more than fifteen feet above ground level. All outdoor lighting shall be adequately shielded so as not to disturb neighbors. In no instance shall mercury vapor or sodium vapor lamps be used.
- 29) Time of Completion. Any dwelling or structure erected on any lot shall be completed as to external appearance, including finished painting within six months from the date of the initial issuance of the

building permit. Provided, however, that such period for completion shall be extended sufficiently to compensate for unavoidable delays caused by acts of God, strikes, embargoes, hostilities, seizures, order of governmental authorities or any other interruption beyond the control of the owner.

- 30) Spark Arresters. Spark arresters of a type approved by the local Douglas County Fire District must be installed on all chimneys.
- 31) Repair. All buildings located on any lot in the development shall be kept in good repair and in a generally attractive condition.
- 32) Sale of Lot. In the event that any party to this Agreement sells or conveys by any means any lot described above owned by him such party's successor or assign as the case may be shall assume all of such party's obligations and rights hereunder, including the obligation to pay the appropriate share of the maintenance and improvement expenses.
- 33) Majority Vote Controls. The decision of the majority of "impacted" property owners shall be final and conclusive as to what maintenance and improvements are necessary and how the private access easements shall be maintained and improved, provided however, that each "impacted" property owner shall be consulted if reasonably practical prior to expending any funds for maintenance or improvements or incurring any indebtedness for maintenance or improvements. "Impacted" property owners include the smaller groups of owners who are benefited pursuant to paragraphs 43 through 46 in which case only the smaller group votes on that issue. In deciding the maintenance or improvements to undertake, there shall be one vote per lot. A majority affirmative vote decides each issue unless overruled by other HOA Governing Documents. The HOA Board will be involved in all project discussions and before a project is contracted all money for payment must be raised and deposited in the HOA checking account, enabling the HOA to pay this bill without enduring a possible negative cash flow. For emergency situations financial prudence will direct changes on the preceding directives.
- 34) Assessments. A lot shall not be assessed until after it is sold or used by the Developers. The amount of maintenance or improvement expense owed by each property owner shall be assessed against all of the real property owned by a property owner. Such assessment shall be paid within thirty (30) days after it is levied. Any assessment unpaid when due shall be delinquent and bear interest at 12% unless the highest rate then permissible for non-usurious consumer transactions in the State of Washington is lower in which case the lower rate will be charged.
- 35) Lien for Unpaid Assessments. The amount of any assessments plus interest due on any unpaid assessments, and any collection costs including reasonable attorney fees whether or not suit is actually commenced, shall be a lien upon the property against which the assessment is levied and such lien shall commence as of the date the assessment is levied. The Homeowners Association may record a notice of a lien levied pursuant to this paragraph. Suit to recover the amount of any unpaid assessments and interest thereon may be maintained without foreclosing or waiving this lien. In addition, such lien may be foreclosed in the same method as a mortgage.
- 36) Definition of "Property owner". The phrase "property owner" means any person(s) who agrees in writing to be bound by the terms of this Agreement, such persons successors and assigns, and any person(s) acquiring any portion of the real property described above from such a signatory. In the event that any part of the

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real property described above is sold pursuant to a real estate contract, only the contract vendee(s) and not the vendor(s) shall be considered the property owner of such portion so sold.

- 37) Filing Lawsuit. If any signatory, his successor, or assigns fail to comply with the terms hereof or pay any amounts due hereunder, any property owner or the Homeowners Association may file a lawsuit to compel such compliance or payment. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs, and attorney's fees in the amount fixed by the Court.
- 38) Agreement runs with the Land. All parties signing this Agreement acknowledge and declare that the conditions herein contained shall run with the land.
- 39) Douglas County not a party to Agreement. The undersigned acknowledge that Douglas County is not a party to this Agreement and therefore does not warrant this Agreement from any defect that may arise from its execution and application. It is further acknowledged that Douglas County will not enforce any provision of this Agreement and will not maintain or improve private access easements. If a majority of property owners agree to request any public agency to assume ownership and maintenance of the private access easement, the easement shall be improved to the applicable public road standard prior to dedication. The responsibility for this improvement shall be borne by the parties to this Agreement, their successors or assigns, without expense to any public agency.

#### MAINTENANCE COVENANTS

- 40) Storm Water Detention . The Homeowners Association shall be responsible for maintaining all open space and other associated features within the development.
- 41) Open Space areas (Steep Slopes) and trails. The Homeowner's Association shall be responsible for maintaining all open space and other associated features within the development.
- 42) Riverfront Recreation Area (RRA) The RRA was created by an amendment to the subdivision dated April 15, 2004, converting Block 1 Lot 8 to a riverfront recreational park. This amendment also eliminated the Sport Court Facility and replaced it with additional RV/storage parking. The HOA's responsibility will include landscaping, weed control maintenance, park use hours, parking restrictions and future improvements. The above listed areas and their purposes are for the present and long term use of the development (refer to APRD #95-07 dated April 15, 2004). Should there be a community dock built offshore of any community property refer to amendment #48 Docks.
- 43) Irrigation Maintenance and Operation Agreement. Block 1 Lots 2-12, Block 5 Lots 2-4 and Block 4 Lots 1-5, Block 3 Lots 1-4 and the Homeowners Association own shares of irrigation Water in the Aspen Shores subdivision and have the right to use the irrigation system. The cost of ordinary and necessary maintenance and improvements of the secondary main off of the primary main shall be borne equally by owners of these lots and shall be separately assessed by the Homeowners Association. Individual lot owners are responsible for pressure reducing valves, filters and all private pipes on individual property. Individual lot owners are responsible for fees imposed for usage by the Irrigation District.

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- 44) Private Road-Mikayla Lane. Block 1, Lots 3-12 of the Aspen Shores subdivision are served by and have the right to use the private access easement depicted on the plat. The cost of ordinary and necessary maintenance and improvements shall be borne equally by owners of these lots and shall be separately assessed by the Homeowners Association. All other owners of the Aspen Shores subdivision lots have the right to use the easement without paying assessments.
- 45) Private Driveway-Aspen Shores Drive. Block 4, Lots 1-5 of the Aspen Shores subdivision are served by and have the right to use the private access easement on the plat. The cost of ordinary and necessary maintenance and improvements shall be borne equally by owners of these lots and shall be separately assessed by the Homeowner's Association. All other owners of the Aspen Shores subdivision lots are included in the easement without paying assessments.
- 46) Private Driveway-Gracie Lane. Block 5, Lots 2, 3 and 4 are served by and have the right to use the private access easement depicted on the plat. The cost of ordinary and necessary maintenance and improvements shall be born equally by owners of these lots and shall be separately assessed by the Homeowner's Association.
- 47) RV/Storage. Individual parking spaces have been assigned previously by the Aspen Shores developers. Owners are allowed to trade spaces or share spaces with other lot owners. The spaces may not be used to store non lot owner land and water vehicles. Only licensed land and water vehicles in good repair may be stored in these areas. Any exceptions must be approved by the Board. Lot owners are allowed to temporarily waive their rights to use their storage spaces by notifying the HOA Board and the Board may temporarily grant that space to another Aspen Shores lot owner. It should be noted that Block 5, Lot 2, per covenant amendment dated April 15, 2004, is ineligible to use any RV/Storage areas. Parking of boats, jet skis, RVs, motorhomes, etc. is allowed up to three (3) days (without Board approval) in any one time period on any community streets, public or private. Preferably these vehicles should be stored in the HOA RV/Storage areas.
- 48) Docks. Should a community dock be applied for to be built off of Block 1, Lot 8 or off of the Cove area, the application, building and maintenance costs must be approved by the members in good standing via a two-thirds (2/3) affirmative vote of the total number of lot owners eligible to vote at a member meeting of the Aspen Shores Homeowner's Association or by eligible members via an electronic or written ballot without a meeting. Priority will be given to having meetings. If a community dock is approved and built on communal property by HOA members for the benefit of HOA members, then all HOA members must participate and be responsible to pay for all the application, construction, maintenance and repair expenses involved in such a project.

#### ADMINISTRATIVE COVENANTS

- 49) Duration. This plat and dedication are made subject to the above restrictions and covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of two (2) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of two (2) years unless an instrument signed by the then owners of a majority of the lots has been recorded, agreeing to change covenants in whole or in part.

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50) Amendment. Amendment of these covenants shall be by two-thirds (2/3) vote, with one vote per lot, provided further that there shall be no amendment inconsistent with the underlying conditions of plat approval. Amendments shall be in writing and recorded in the same manner as these covenants.

51) Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provisions shall not affect any other provisions hereof.

52) Enforcement . Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

These Amended Covenants were approved by 2/3 of all eligible voting lot owners of the Aspen Shores Home Owners Association. This approval meeting was on November 1, 2014.



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Date this 13 day of Nov, 2014

Aspen Shores Homeowners Association

By Carlton Olson  
Carlton Olson  
President

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Chelan )

I certify that I know or have satisfactory evidence that CARLTON OLSON is the person who appeared before me, and said person acknowledge that he signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 13th day of November, 2014.

Kristi McMATH

Typed/ Printed Name Kristi McMATH

NOTARY PUBLIC in and for the  
State of Washington, residing

In Wenatchee

My appoint expires 8/16/18

