

# HANSON HARBOR HOA — NEWSLETTER

## *Hanson Harbor HOA Board Members*

### **Dewey Bray**

President

### **Dwayne Deckard**

Vice President

### **Joanne Sherwood**

Board Member

### **Bruce Klapmeier**

Board Member

### **Doug Pittman**

Board Member

## *Hanson Harbor HOA Officers*

### **Laura Moes**

Secretary

### **Linda Bray**

Treasurer



Dear HHHOA Members

We hope this newsletter finds everyone well and safe through a very challenging time due to the current pandemic. The good news is that a vaccine has begun to be administered, and we hope that we will be able to conduct our annual homeowner meeting in May. Due to our inability to conduct the homeowner meeting last May, we were not able to share with everyone what your Hanson Harbor Board has been up to over the last year or so.

First off, would like to welcome all the new home and property owners:

#### **New Home Owners**

- Bill & Angie Foster
- Tom and Ann Balerud
- Joe & Nina Holcombe
- Jason & Susan Barnes
- Colton & Kelsey Hoppe

#### **New Lot Owners**

- Jeremy & Amy Bray
- Nate & Kala Truitt
- Nathan Smith & Melissa Schade
- Mark Clay
- Lan & Jessica Clarke
- Randy & Kelly Moffatt
- Tuyen & Kim Nguyen
- Dennis & Mali Stapleton
- Rob & Shannon Rickert

We also recognize the new homes that were built over the past year and half: **Brandon and Alicia Rosman**, who built a beautiful home in Division 3, and **Chuck Berg and Lori Pierce**, who constructed an ultra-modern home in Division 1.

Our understanding is that there are several new homes in the planning stages, and we appreciate the work of our Architectural Committee composed of Bruce Klapmeier, Chuck Berg, Sean Benson, Tim Hood and Joe Holcombe.

**Pandemic conditions and guidelines will dictate, but our annual association meeting is scheduled for May 29th at 10am @ the Brays. Hope to see you there!**



## Our Water System

As many of you are aware, we went through a challenging process of deciding how best to deal with arsenic levels within our water system. The old limit of 50 parts per billion was reduced by our federal government to 10 parts per billion. This put many water systems in violation of the new threshold. We had to make a decision whether to treat our water system using a heavy maintenance coagulation system or a fairly maintenance free adsorption system. The coagulation system would have meant hiring a full time employee wherein the adsorption system allowed us to rely on our volunteers to run the system. The one drawback of the adsorption system was our media would have to be changed out every 5 years and replaced. The good news is, we were able to get nearly 7 years out of our original media. This was accomplished by our ability to blend our treated water in the heavy irrigation season, yet keeping our arsenic level below the 10 parts per billion.

Our media was changed out this past year, and being our first time at it, we were a bit apprehensive of the process. We flew a representative from AdEdge based in Atlanta to oversee the procedure. The old media was removed, new media delivered and installed, and there were many volunteers and board members involved in the operation. Special thanks to our President Dewey Bray, who oversaw the logistics of the entire operation, Bruce Klapmeier, Doug Pittman, Fred Holm, Dwayne Deckard, and water operator, Doug Hale.

The new media is working well and hopefully we can get another 7 years out of the media with careful control of our blending by our Board and volunteers and water conservation by our homeowners.

This past summer we had a water leak in our main line in Division 2. Again, thanks to our Dewey Bray, Dwayne Deckard, Bruce Klapmeier, Fred Holm, Jim Hagel and Doug Pittman, we were able to turn the water off and fix the leak. Unfortunately, it spelled out an issue that we knew we always had: our turn off valves in different locations around the plats have been covered up by the Lincoln County chip sealed roads. This will be a project we hope to undertake this summer, to contract with some utility line specialists for more turn off valves within our three Plats so it will be unnecessary to turn off the entire system when a water leak is detected.

It is important to remember that the waterline from the meter to the home is the owner's responsibility. If you have irrigation leaks it is important to repair the leak in order to conserve water and the filtration media.

A new security fence and access gate was set up off the main road to the Pod (Arsenic Treatment Facility). Many thanks to Bruce and Nancy Klapmeier and Dewey for its construction. Minimal amounts of chlorine and CO<sub>2</sub> are injected into the water for optimal arsenic treatment. Thanks to Scott Warrington who transports the heavy CO<sub>2</sub> tanks back and forth into Wilbur for the tank exchange. If you would like a tour of your water treatment facility, please make arrangements with Dewey, Bruce or Doug and we would be happy to show you a quick tour of its operation.



**Wind storm knocked down a tree, blocking access to POD!**

**Special thanks to Bruce, Dwayne and Dewey for getting it cut up and removed!**

## Fire Prevention and Remediation

### Speaking of fire and our neighboring communities;

Two years ago many of you recall the wildfire across the River from us. Last year it was as close as Creston on our side of the River.

### Wildfire Ready:

Things to do to get your house ready for the next wildfire.

Clean your gutters of leaves and needles. Make sure your roof is fire rated. Roofs are rated Class A to Class C based on their fire resistance. Class A providing the most protection.

Create a buffer around your home. (0-5 feet being the home ignition zone). Use hardscape materials.

Best Practice: No vegetation in the ignition zone.

Do not park boats, RVs or other vehicles in this zone. Do not store firewood, outdoor furniture or any other items in this zone.

Remove items from under your deck. (We also have skunks that love residing under decks with wood)

Trim/Limb up your trees and clear vegetation from adjacent lots if possible with owner's permission. (Many of our good neighbors have been clearing adjacent lots for fire safety).

Continue to clear around all electrical boxes.

We would like to see the owners of the vacant lots come and remove the high grasses, cut the



### Reminder:

Spring is a great time to trim your bushes and trees

**Re-evaluate your landscaping!**

**Let's remember to conserve our water source.**

## Notices

2021 Association Dues have been emailed and mailed. If you have not received them let Linda know!



Let's hope we can continue the tradition of our parade and barbeque this year!

## Covenants

We would like to report that the Homeowner Covenants in Division 1 have been formally amended and recorded to be more consistent with Division 3 in reference to time shares and construction. The Homeowner Association wanted to be neutral in this endeavor as we are here to represent all the Homeowners. A homeowner in Division 1 however saw the benefit to maintaining and increasing the property values of Division 1 by incorporating the Covenants of Division 3 and took on this difficult task. By successfully acquiring the required percentage of homeowners' signatures, he was able to amend said Covenants.

I have attached an article that I wrote a few years ago in reference Covenants, Conditions and Restrictions for your reading pleasure.

## A Note from Doug Pittman

My personal concern for our Plats, and I have voiced this at Homeowner meetings and Board meetings, is the location and size of tree plantings. As I walk around the neighborhood, I have noticed trees planted behind garages and houses that have been allowed to exceed the roof lines of many homes. When I first built here, I had a wonderful view of the River, now I have been impacted in many directions. There are some waterfront lots that have planted trees along the street line that clearly have no impact on the waterfront view lots but will certainly have impacts on their neighbors behind them. Division 3 has a specific covenant regarding heights of trees (section 4.9) that states: *No tree, shrub or other planting shall unreasonably impair the views enjoyed by or from other Lots, whether such impairment exists by reason of height, bulk, location or density of such plantings. All trees, shrubs and other plantings shall at all times be trimmed and thinned or, if necessary, removed to the preceding sentence is not violated.* As a good neighbor, take a look at your trees, and if they are in fact impacting the view of your neighbors, try to remedy the situation.



## Covenants, Conditions & Restrictions

By: Doug Pittman

Covenants, Conditions and Restrictions, also known as CCR's may affect any property we might be requested to search. A covenant, generally speaking, is a solemn promise to engage in or refrain from a specific action. It is also a type of contract in which the covenantor makes a promise to a coventee to do or not do some action. A covenant "running with the land" imposes duties or restrictions upon the use of the land regardless of the owner.

Some restrictive covenants are very general and short, for example, no production of alcohol or malt liquors on the premises, and others go on for numerous pages and may even restrict the type of pet you can have, if any. The whole idea of the CCR's is to keep the neighborhood to an appealing level, to maintain and even enhance the value of real estate, and to control some actions that take place within its boundaries.

The typical covenants nearly always stipulate the minimum and or maximum size of structures allowed, how many homes to be built on one lot, height of any structures and the type of construction the homes must or may not be. Other typical restrictions may include easements (for utilities, pathways and roadways); rules about tree cutting and height of trees; rules about pets and other animals (for example, no poultry or livestock, leash laws and rules, and even the size/weight of dogs), set back requirements, in-home business and home rental, types of fencing, choice/limitation of paint color and type of siding for the home. Other popular restrictions include prohibiting owners from storing inoperable vehicles and the parking of trailers, boats and other recreational vehicles.

As I mentioned earlier, these covenants can range in size from a single sentence to a 40 page binder of covenants, conditions, restrictions and easements, to include homeowner assessment fees to pay for the common areas and facilities within the project. I will never forget the conversation I had with a homeowner, who had gone to the Seattle Boat show, made a purchase, and when he parked it in his yard was told by an adjoining lot owner that he would need to find a different location for the boat and trailer. When he called me at the title company to say he was unaware of this restrictive covenant, I pulled his file, found the recorded covenant and stated to him that it had been disclosed in the preliminary title report and put on his policy as an exception to coverage. He then admitted in his reply to me that he had not read the CCR's and certainly there could not have been any expectation for him to have read any of the 30 pages of covenants that were attached to his preliminary commitment or provided to him by the real estate agent. I explained to him that there was, in fact, an expectation that he read the covenants that ran with the property he had purchased, and that they were there to enhance and maintain his real estate value and other properties in his neighborhood. This is not what he wanted to hear.

Covenants are normally drafted and put in place by the original developer and may differ from any other areas of homes. Again, many are specific dependent on the type of properties- those with views which need to be protected, etc. It is also important to point out that restrictive covenants can become so restrictive that it could have a negative impact on value as it may limit the marketability of the plat so much that people do not desire to live there. The other negative impact they may have as it may turn neighbor against neighbor. Covenants are to be enforced by the homeowners themselves and if they fail to enforce them, they may become unenforceable. The other concern is, "How do you enforce a covenant on one owner and not on another owner."

In all fairness though, CCR's very much have their benefits and these benefits far outweigh the disadvantages or challenges that might be presented in the future. There is a lot to be said for an Owner's expectation that the neighborhood is to be maintained and values enhanced by these said covenants and their quiet, peaceful enjoyment of their property and investment.