
**OPAL Community Land Trust
Covenants, Conditions and Restrictions for Bonnie Brae**

These Covenants, Conditions and Restrictions for Bonnie Brae (“CC&Rs”) are executed as of this _____ day of _____, 1998, to define reasonable terms for living at Bonnie Brae in harmony with one’s neighbors.

I. Introduction The OPAL Community Land Trust (OPAL), in which all Bonnie Brae Residents are members, is a non-profit corporation organized for charitable purposes including, but not limited to, the development and preservation of decent, affordable housing and home-ownership opportunities for low and moderate income people in San Juan County. The legal documents from which OPAL derives its existence and manages its affairs are the OPAL Bylaws and Articles of Incorporation, the Bonnie Brae Ground Lease, and these Covenants, Conditions and Restrictions (CC&Rs).

Residents of Bonnie Brae agree to honor the CC&Rs. Residents understand that any lack of honoring the CC&Rs can result in revocation of the Ground Lease for the Leased Lot in which the Resident resides and the forced sale of the home on that Leased Lot.

II. Mutual Agreements

A. Residents agree, as a condition of living at Bonnie Brae:

1. To abide by these CC&Rs.
2. To participate in regularly scheduled Residents Meetings for the purpose of discussing and making decisions about issues affecting the community. If residents are unable to attend at least four meetings each year, they are to agree upon an alternative arrangement with the other residents.

B. OPAL agrees, in consideration of the foregoing,

1. To insure proper maintenance in the common areas which includes the roads, pedestrian trails, buildings located in the common area, drainage swales, detention pond, wetlands, wetland buffers, vegetative buffers, and landscape buffers. OPAL shall delegate certain responsibilities to Residents, as further defined in these CC&Rs and as defined by policy actions of the Board of Trustees.
2. To provide adequate public liability and property insurance covering only the common areas of Bonnie Brae by which to protect the interests of OPAL and the Residents;
3. To protect and preserve property values and ecological health through enforcement of the protective CC&Rs;
4. To resolve conflicts between Residents.

III. Definitions

- A. “Bonnie Brae” shall mean and refer to that certain long-plat recorded with San Juan County as Bonnie Brae, which is divided into 24 separate Leasehold Lots and Common Area as defined on the face of the plat and recorded in Volume ____ of Plats, at pages ____ and ____ in the Office of the Auditor of San Juan County, Washington.
- B. “OPAL” shall mean and refer to OPAL Community Land Trust, a Washington non-profit corporation that is owner and lessor of the Land.
- C. “Land” shall mean that certain real property as described as “Premises” in Exhibit A of the Bonnie Brae Ground Lease.
- D. “Leased Lot” shall mean and refer to a platted single-family residential lot, with rights to one or two parking spaces.
- E. “Common Area” shall mean community entrances, roads, driveways, parking lots, pedestrian trails, drainage swales, detention basins, vegetative buffers, the garden area, and common improvements such as sheds, fences, plantings, common-use buildings, or other improvements held for common use by Residents. The “Common Area” is identified as “Common Area A” on the plat map.
- F. “Board” shall mean the Board of Trustees of OPAL.
- G. “Resident” shall mean and refer to any person living regularly within any Leased Lot and to any person who has entered into a Bonnie Brae Ground Lease with OPAL, or to the owner of any buildings and improvements within any Leased Lot.
- H. “Household” shall mean and refer collectively to all Residents of any Leased Lot.
- I. “Quorum” shall consist of residents representing 50% of Households, including proxies. Each Household will have one vote on any matter brought before the Residents for consideration. Each Household may nominate one person to speak for the Household.
- J. “Proxy” shall be a verbal authorization for one Household to represent another household on a specific issue. A Household shall not be allowed to have a blanket proxy to speak for another Household on all issues.
- K. “Ancillary Structures” shall be those structures that do not require a building permit from San Juan County.
- L. “Additions” shall be those structures that do require a building permit from San Juan County.
- M. “Community Review” shall mean at a minimum seeking consensus or approval on an issue from the Residents at a Residents Meeting, as defined in section IV.C.
- N. “R.V.” (Recreational Vehicle) shall mean a motorized vehicle greater than 25 feet in length that accommodates sleeping and kitchen facilities.
- O. “Camper” shall mean a canopy or addition to a truck that is designed to accommodate sleeping.

IV. Decision Making and Dispute Resolution

Residents' decisions regarding these CC&Rs will be guided and enforced according to the following procedures, in the order they appear, unless otherwise stated.

A. Affected Neighbors

1. Generally. If a dispute arises between two or more Residents over the interpretation of or compliance with these CC&Rs, the affected Residents will make reasonable efforts to resolve the dispute.
2. Exemptions from CC&Rs. Notwithstanding the foregoing, no Resident has authority to grant an exemption from these CC&Rs to oneself or any other Resident. Any requests for exemption must be brought directly to the CC&Rs Review Committee, whose decision is subject to approval by the OPAL Board.

B. CC&Rs Review Committee

1. Generally. Where two or more Residents are unable to resolve a dispute, or where any Resident requests an exemption from or violates any of these CC&Rs, the issue must be submitted to the CC&Rs Review Committee.
2. Review Committee To promptly and fairly facilitate community review OPAL appoints and empowers the CC&Rs Review Committee. The Review Committee shall consist of no less than three (3) Residents and no more than five (5) Residents, all of whom will be chosen at a regular Bonnie Brae Residents Meeting where a quorum is present. Two (2) alternates will also be chosen to substitute in instances when any Review Committee member has a conflict of interest, or is unable to meet with the Review Committee. All members commit to one (1) year terms. Review Committee members shall be conversant with the CC&Rs so as to quickly answer any questions that arise.
3. Decision Making and Dispute Resolution. The Review Committee serves to answer Residents' questions about interpretations of these CC&Rs, to facilitate communication between Residents in conflict, and to guide all residents toward amicable cooperation with the CC&Rs. It will attempt to resolve any matters brought before it. If all affected Residents are satisfied with the decision of the Review Committee, there will be no further appeals. Provided, however, that any decision by the Review Committee to permit an exemption from these CC&Rs is subject to approval of the OPAL Board.

C. Residents Meetings

1. Generally. If the Review Committee is unable to resolve a Resident dispute or ensure voluntary compliance with the CC&Rs, or where these CC&Rs call for community review, or if a Resident is dissatisfied with the decision of the Review Committee, either the affected Resident or the Review Committee shall request that the matter be reviewed at the next regularly-scheduled Residents Meeting.
2. Decision Making and Dispute Resolution. Issues brought before a Residents Meeting shall be reviewed in accordance with the "Process for Consensus Decision-Making" described in Appendix A of the OPAL Bylaws. For certain issues, Residents may choose, through consensus, to vote on a matter. A quorum will be required in order for a vote to be taken and the affirmative

vote of a majority of members, a quorum being present, is required to pass any motion. Any resident who is dissatisfied with a decision reached at the Residents Meeting may appeal the matter to the OPAL Board.

D. OPAL Board

1. Generally. The OPAL Board will be the final arbiter of any disputes between Residents and must also approve any requests for exemption from the CC&Rs.
2. Decision Making and Dispute Resolution. The OPAL Board will attempt to quickly resolve any matters brought before it, in accordance with the requirements of the OPAL Bylaws and Articles of Incorporation, and will endeavor to apply the same standard of review to all like issues. Decisions by the Board will be made at its next regularly-scheduled meeting after receipt of a request for review. A request to be included on the Board meeting's agenda must be received at least two full working days prior to the Board meeting.

V. Records of Decisions Written notes will be kept of all deliberations and decisions by the Review Committee, the Residents at Residents Meetings or by the OPAL Board involving Resident disputes, enforcement of the CC&Rs or exemptions from the CC&Rs. These notes will be used to guide future decisions. Any decisions or actions may, at the discretion of the deciding body, be communicated to all residents.

VI. Amendments *These CC&Rs may be altered and amended at any time, in whole or in part, by consensus of the Residents, and with consensus of the Board of Trustees, in accordance with the consensus decision making process outlined in the OPAL Community Land Trust bylaws. Any proposed changes should first be agreed upon by the Residents. The Residents should then seek concurrence from the Board of Trustees. Once the changes are adopted, a revised document shall be filed with the San Juan County Auditor and the old CC&Rs shall be nullified.*

VII. Covenants, Conditions and Restrictions

A. Automobile Regulations -- Bonnie Brae has been specifically designed to de-emphasize the impact of automobiles. Toward this end, the following restrictions apply:

1. Cars should not exceed 10 mph.
2. No car should be parked so as to block another vehicle, parking space, or the roadway. No Resident should park, nor should any visitors park, in any other's assigned parking spaces without express permission to do so.
3. The parking of boats (greater than 20 feet in length), trailers, campers, and RVs is prohibited. Kayaks, canoes and rowboats/dinghies are allowed, but should be stored out of sight from the neighbors and the street as much as reasonably possible.
4. No automobile or other vehicle may be parked in Bonnie Brae for longer than three months unless it is in operating condition.
5. Residents shall be responsible for the care and maintenance of the parking spaces assigned to their individual Leased Lot.

6. Vehicle owners are expected to be conscientious regarding the effect of their vehicles' noise and exhaust fumes.

B. *Pet Regulations* -- Bonnie Brae respects Residents' fondness for pets and welcomes pets. In fairness to all Residents, those Residents who own pets are required to exercise responsible pet ownership.

1. All dogs should be trained, walked regularly, and kept in enclosed areas or be under leash or voice control. Dogs and cats must be kept healthy, receiving necessary inoculations, and must be neutered or spayed (with possible exception for show animals and breeders).
2. Residents are responsible for any damage or annoyance their pets cause to other Residents' property, persons or pets, as well as, cleaning up after their own pets.
3. All cats and dogs currently owned by Bonnie Brae Residents are approved (assuming the above conditions are met).
4. Any new pets (of current or future residents), or any animals other than cats and dogs, must pass through Community Review and approval (with exception for indoor pets that are well-kept and of no annoyance to neighbors.) The Residents may decide to set a limit on the total number of pets in the community through the Community Review process.

C. *Noise Control* -- Out of consideration for the privacy, comfort and convenience of one's neighbors, no resident should make or permit any extreme and repetitive noises disturbing to others to be made on the premises by oneself, one's family, friends, pets, invitees, or employees. No work in the nature of construction, repair, installation, modification or landscaping that is accompanied by noise audible to other residents shall be scheduled to be performed except between the hours of 8:00 am and 8:00 pm. Nor may any resident or visitor play or allow to be played any musical instrument, radio, TV, etc., between the hours of 10:00 pm and the following 8:00 am if such noises shall disturb or annoy any others.

D. *Fencing*

1. Residents are encouraged to use natural barriers and "living fences" as much as possible, allowing for the natural passage of wildlife through the common areas. No cyclone (also called chain link), electric or barbed wire fences will be allowed. All fences must be maintained in good repair and appearance.
2. With respect to height and length (enclosures) of fencing, the following uses and dimensions shall be used, in order to promote landscaping cohesiveness:
 - a) Garden/deer fencing may be as high as seven feet and may enclose the entire lot. This is not intended to be security fencing. The fence should be a lightweight material (thin plastic or chicken wire) and have a wide weave (large openings). It should be easily seen through.
 - b) Privacy fencing/screening may be up to six feet tall and should not exceed 180 feet in total length (approximately one-half to two-thirds of the lot). Fences shall be made of wood and finished with natural finish color.
 - c) Pet enclosures/decorative fencing may be up to four feet in height, may enclose the entire lot, and should be aesthetically pleasing. Fences shall be made of wood and finished with natural finish colors.

E. Additions and Ancillary Structures

1. Generally. All Additions and Ancillary Structures on any Leased Lot, including accessory dwellings, sheds, storage units, shall be consistent with the main residence in at least two of the three following aspects: roof pitch, color and/or siding material.
2. Agreement of Affected Residents. Residents are encouraged to be considerate of other Residents when designing and constructing Additions and Ancillary Structures. Any Addition or Ancillary Structure that affects another Resident's line of sight requires approval of the affected Resident(s).
3. Approval of Ancillary Structures. The design for any Ancillary Structure must be approved in advance by the affected neighbors and by the CC&Rs Review Committee. If a Resident is dissatisfied with the decision of the Review Committee, the Resident may appeal the decision to the OPAL Board pursuant to Section IV of these CC&Rs. In any event, design plans for an Ancillary Structure must be provided to OPAL for information purposes.
4. Approval of Additions. Any Additions must be approved in advance by the OPAL Board. Design plans for all such Additions must be provided to the OPAL Board to help in their review of the proposal pursuant to Section IV of these CC&Rs.

F. Landscaping -- Resident initiatives to beautify leasehold lots and the community with landscaping improvements are encouraged. The following restrictions apply:

1. Landscaping must be well-maintained and extensive ground cover may not include gravel or plants known to be invasive.
2. Plants that at full maturity grow to less than 6 feet are approved.
3. Removal of any living trees greater than 6 inches in diameter require *community review*, except in case(s) of hazard to life or properties.
4. Homeowners are responsible for healthy maintenance of all landscaping improvements, including removal of dead plants.
5. Organic gardening and landscaping is strongly encouraged. No potentially toxic herbicides, fertilizers, or pesticides are permitted.
6. Any landscaping which may affect a neighbor's view or access to sunlight, or any pedestrian way, requires community review.

G. Common Area

1. Access: The common areas of Bonnie Brae shall be accessible to all residents on equal basis; some areas, such as pedestrian trails, may be made available for public use by approval of the Residents.
2. Utilities and Personal Use: Common areas may be used for utility construction or maintenance purposes. However, anyone who uses the common areas for this purpose is responsible for promptly restoring the area to its prior condition. Residents will be responsible for their impact on the common area when using the area for personal projects.

3. **Maintenance:** All Residents are responsible for sharing the labor and costs of both normal maintenance and unusual needs such as cleanup of storm damage. Provisions will be made for alternate contributions to community efforts by those who are not physically able to help with labor. OPAL will set aside a portion of each month's land lease fee for landscaping and improvements to the common area. The allocation of landscaping funds will be determined at regular Residents Meetings.
4. **Alterations:** Any permanent or semi-permanent change to the common area requires community review.
5. **Use by Children:** It is understood that the children of Bonnie Brae will want to play in the common areas. Parents may use the regular Residents Meetings to gauge the effect of their children's proposed projects on the neighborhood environment.
6. **Guest Use:** Use of the Common Area by friends/guests of residents to camp requires consensus of the community.

H. Detention Pond, Wetland and Wetland Buffer -- The detention pond, wetland and wetland buffer are essential aspects of the Bonnie Brae drainage plan. OPAL will inspect the pond annually to insure its proper function and health. Residents agree to:

1. Keep wetland plants healthy and vigorous.
2. Keep the drainage ditches and pond free of trash.
3. Remove any accumulations of metal and oil deposits.

I. Children --- Bonnie Brae is a family neighborhood and *all* adults shall treat children with deep respect and positive support. At the same time, it is understood the parents are ultimately responsible for their children and for any damage or annoyance their children might cause to neighbors or any Bonnie Brae property.

J. Business Use --- Business uses within a home are permitted as long as such uses conform to applicable county, state, and federal zoning regulations, are not an annoyance to neighbors, properly dispose of waste products, and do not entail parking requirements that cannot be satisfied within the parking regulations as set forth in these CC&Rs. Business uses of common areas, such as commercial gardening, shall require a consensus decision at a regular Residents Meeting.

K. Camping -- Guest/friend camping on any Leased Lot for longer than two weeks requires consensus of the community.

L. Septic Systems -- Individual Residents are solely responsible for the maintenance of their septic tanks and fields and for the timely repair of any failed systems.

M. Recycling -- Recycling is strongly encouraged throughout all levels of the Bonnie Brae community. Trash and recycling containers and compost bins must be well-maintained, must be as aesthetically pleasing as possible, and must not constitute any annoyance (such as compost that smells or attracts rats).

N. Prohibited Uses and Nuisances

1. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any property, except building materials during the course of approved construction.
2. No structure, planting or other material shall be placed or permitted to remain on any property which may damage or interfere with the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of drainage materials.
3. Dwellings, or structures, including accessory dwellings, sheds, swimming pools, hot tubs, children's play houses, dog kennels, fuel tanks, garbage cans, and wood and/or compost piles shall be located with respect to the following guidelines: Along the "roadward" side of the property these structures shall be no closer than six feet to the property line in all cases. Along the shared boundary, these structures may be placed right up to the boundary with neighbors' agreement. If the neighbor does not agree, a six foot distance shall be minimum. Along a boundary that is not shared these structures may be placed right up to the boundary line.
4. No exterior lighting shall be placed or fixed in such a manner as to cause a concentrated beam to be directed outside the boundaries of any Leased Land or to allow the source of the light to be visible outside the boundaries of the Leased Land.
5. No brightly colored tarps (such as blue) shall be used. Residents should use tarps of natural earth tone colors.