

**Covenants, Conditions, and Restrictions (CC&Rs)**  
**Oberon Meadow Short Plat Subdivision**

*Approved by the OPAL Board of Trustees 8/9/2012*

**1. INTRODUCTION**

A. Oberon Meadow refers to that certain short plat recorded with San Juan County as Oberon Meadow, which is divided into four separate leasehold lots and one common area as defined on the face of the plat.

B. Homeowners are property owners in the Oberon Meadow Short Plat Subdivision, a subdivision of four Leaseholds.

C. OPAL Community Land Trust (OPAL CLT) 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 people with low and moderate-incomes residing in San Juan County, Washington. The legal documents from which OPAL CLT derives its existence and manages its affairs are the OPAL CLT by-laws, OPAL CLT Articles of Incorporation, and the Ground Lease and Covenants, Conditions, and Restrictions (CC&Rs) that apply to each OPAL CLT Leasehold property.

D. OPAL CLT owns the land and leases the four parcels in the Oberon Meadow Subdivision to Homeowners who own their homes on each parcel. OPAL CLT, through a ground lease, conveys to these homeowners membership in the Oberon Meadow sub-division and requires each Homeowner to abide by these CC&Rs. The ground lease also retains for OPAL CLT the right to enforce these CC&Rs.

E. All the parties to these CC&Rs have agreed to abide by them. These CC&Rs are adopted and in effect as of the date of filing with the San Juan County Auditor's office.

**2. DEFINITIONS**

**Additions:** Structures that require a building permit from San Juan County to construct.

**Ancillary Structures:** Structures that do not require a building permit from San Juan County to construct. Though not requiring a permit, these structures should compliment the aesthetic and environmental concerns expressed in these CC&Rs and must be constructed in accordance with all restrictions, including those on the Plat map for the Oberon Meadow Short Plat Subdivision.

**Board:** Board of Trustees of OPAL Community Land Trust.

**Common Area:** Roads, parking lots, pedestrian trails, drainage field, detention basins, vegetative buffers, inter-lot areas, community garden, and any structures such as

fences, sheds, or other buildings, land or improvements not leased or owned exclusively by any individual Homeowner.

**Consensus or Consensual Agreement:** A decision-making process, which values diversity of viewpoints and is inclusive, participatory, cooperative, egalitarian, and solution-oriented. Participants actively listen so that all participants feel heard.

Consensus involves collaboration, deep listening and a welcoming of diverse viewpoints. It is based on the understanding that diverse viewpoints, properly handled, strengthen relationships and engender better solutions. Achieving consensus requires serious treatment of every group members considered opinion.

Full agreement by all voting Homeowners present is required to achieve consensus, though participants who do not fully embrace a decision may elect to not block the decision, thus allowing it to pass.

**Homeowner:** The individual or individuals who have legal ownership of their home on a Leasehold in Oberon Meadow. There may be more than one Homeowner per Leasehold and all are encouraged to participate in meeting discussions, however, each Leasehold is entitled to one vote.

**Household:** Collectively all Residents of any Leasehold.

**Leasehold:** A platted residential lot in Oberon Meadow, including its parking spaces, owned by OPAL CLT and leased to a Homeowner.

**Neighborhood:** The collective entity comprised of all Homeowners living in Oberon Meadow.

**OPAL CLT:** "Of People and Land" Community Land Trust, a Washington State charitable non-profit corporation that is the owner and Lessor of the four lots and the common lands in Oberon Meadow Short Plat Subdivision.

**Proxy:** A representative appointed and authorized by an Oberon Meadow Homeowner to vote on their behalf at any meeting to which the Homeowner cannot attend. The Proxy can only be used for the purpose of casting a vote on a pre-defined topic or issue. In the event of a decision being made through consensus, the Proxy can present the Homeowner's views for consideration, but cannot stop the consensual process on behalf of the absent Homeowner. The Proxy must be submitted to all Homeowners prior to any meeting at which the Proxy is to be utilized.

**Quorum:** The number of Households required to vote on an issue or make a binding decision. For decisions brought before the entire neighborhood, a quorum is three homeowners representing three different households. 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.

**Resident:** Any person living regularly within any Leasehold.

### **3. MUTUAL AGREEMENTS**

#### **A. HOMEOWNERS agree to:**

1. Abide by and enforce the Oberon Meadow CC&Rs in accordance with this document.
2. Preserve and protect the property, the property value and ecological health of Oberon Meadow through the enforcement of these CC&Rs.
3. Participate in the discussions and decision-making processes regarding Oberon Meadow affairs by scheduling and attending quarterly homeowner meetings.

#### **B. OPAL CLT agrees to:**

1. Collect, manage and maintain an Operating Fund, as specified in the ground lease, paid for by a portion of the lease fee, for the maintenance, repair and improvement of common areas in Oberon Meadow, including roads and pedestrian trails, vegetative and landscape buffers. OPAL reserves the right to administer those funds on behalf of the residents to ensure a high standard of ongoing maintenance.
2. Collect, manage, maintain and authorize the use of a Reserve Fund, as specified in the OPAL ground lease, for the repair and replacement of infrastructure and utilities, such as roads, utilities, storm drainage, and storm damage.
3. Provide adequate liability insurance for the land owned by OPAL CLT.
4. Preserve and protect the property value and ecological health of Oberon Meadow.

### **4. VOTING, MEETINGS AND DECISION MAKING**

#### **A. Eligibility to Vote:**

1. All residents are encouraged to participate in meetings and to voice their opinions in a respectful manner.
2. Each Leasehold shall be entitled to one vote, resulting in a total of four possible votes.

#### **B. Notice of Meetings:**

1. It shall be the duty of the Secretary/Treasurer to give notice of each meeting.
2. Such notice shall be e-mailed, hand-delivered or sent pre-paid first class United States mail to the mailing address of each homeowner.
3. The notice of meeting shall be given at least seven days in advance of the meeting, and will state the time and place of the meeting and the items on the

agenda to be voted on by Homeowners.

C. Frequency and Place of Meetings:

1. The neighborhood shall hold its Annual Meeting in January of each year. The Annual Meeting may be considered to be one of the four quarterly meetings.
2. Other meetings may be called from time to time, as deemed necessary to conduct the affairs of the neighborhood.

D. Quorum: A quorum is required to make decisions.

E. Consensus Decision-Making Process: The decision-making process for an agenda item at a meeting shall be as follows, unless otherwise noted:

1. The Facilitator states the agenda item or goal and if necessary, there is discussion to clarify the agenda item or goal;
2. Those present at the meeting identify the issues relevant for a resolution of the agenda item;
3. Those present at the meeting develop options to resolve the issues related to that agenda item;
4. Those present at the meeting discuss the options until one option appears to emerge as the favored resolution;
5. The Facilitator states the favored resolution and asks each person to state their position;
6. If everyone present is in agreement, the option passes;
7. If not everyone is in agreement, the issue is tabled for a subsequent meeting;
8. If, after two meetings, each person present at the meeting where action is to be taken does not agree, a vote may be called.
9. In the event of a vote, a 2/3 majority of the eligible voters present or by Proxy will be required to pass the measure.

## **5. NEIGHBORHOOD COUNCIL**

A. Officers and Terms

1. The Council shall consist of two people, Facilitator and Secretary/Treasurer elected at the Annual Meeting held in January. In no event shall the two people elected live in the same Household.
2. The term of the Facilitator shall be for two years.
3. The term of the Secretary/Treasurer shall be for one year.

B. Roles and Responsibilities:

1. The Facilitator shall:
  - a. Be the chief executive officer of the Council
  - b. Preside at all meetings
  - c. Welcome new households to the neighborhood, providing those households with an orientation to these CC&Rs

2. The Secretary/Treasurer shall:
  - a. Record and transcribe minutes of all meetings,
  - b. Have custody of the business records
  - c. Be responsible for assuring there are full and accurate accounts of all receipts and disbursements
  - d. Be the financial liaison with OPAL Community Land Trust.
  - e. Keep a register of all the households' contact information.
  
3. The Neighborhood Council shall:
  - a. Convene and Facilitate the Annual Meeting to be held in January;
  - b. Prepare an annual budget for review and adoption at the Annual Meeting;
  - c. Oversee the disbursement of funds as approved in the budget;
  - d. Convene and Facilitate other meetings, as appropriate or necessary throughout the year;
  - e. Participate in dispute resolutions and enforcement of these CC&Rs, as defined in the Dispute Resolution and Enforcement section of these CC&Rs.

## **6. CHANGES OR EXCEPTIONS TO THESE CC&Rs**

- A. A Homeowner who wishes to request a change to the CC&Rs shall submit a written proposal to all Homeowners.
- B. The Homeowner requesting the proposal will coordinate an announcement of a meeting with all Homeowners stating the time, date and place of the meeting a minimum of 14 days prior to said meeting.
- C. Since changes in CC&Rs are so important, this meeting will require the attendance or input of all Homeowners. Homeowners shall be represented in person or in writing.
- D. At the meeting, the proposal shall be discussed and considered for approval or disapproval. Minutes will be taken and preserved for the record.
- E. A second meeting shall be held not sooner than 14 days nor longer than 30 days after the first meeting, during which the proposed change may be formally adopted or rejected by consensual agreement of all Homeowners represented in person or in writing.
- F. The OPAL CLT Board must approve Changes to the CC&Rs and an amended document recorded in the public records of San Juan County.
- G. A Homeowner who wishes to request an exception to the CC&Rs shall seek approval of their exception request from all Homeowners following the steps outlined above in A through F.

## **7. DISPUTE RESOLUTION AND ENFORCEMENT**

A. Homeowners understand that conflict exists in communities and is a normal part of community life. In addition, part of living in a community must include a commitment to continuing to participate during conflicts. With that in mind, Residents are encouraged to resolve disputes with their neighbors in good faith with respectful and direct communication.

B. The considerate and appropriate way to deal with a desire to change the CC&Rs, to request an exception to a provision of the CC&Rs or to gain approval in order to comply with these CC&Rs is discussed above in Changes or Exceptions to CC&Rs.

C. Homeowners understand that any continuing, unresolved violation of the CC&Rs can detrimentally affect other Residents. In the event of persistent noncompliance, the following steps will be taken:

1. The affected Homeowners will make reasonable attempts to resolve differences amicably amongst themselves. No individual Homeowner, however, may grant exemption from the CC&Rs to any other Homeowner in lieu of the process outlined above in Section 4.
2. If the problem isn't resolved among the affected parties, then all Homeowners will meet to decide if there is indeed a violation of the CC&Rs. Through discussion among all Homeowners present, a consensus will be reached regarding whether the conflict can be resolved or if the issue needs to be brought to the OPAL Board.
3. If the above process fails to resolve a conflict and/or does not result in satisfactory compliance with these CC&Rs, then the Homeowners may bring the matter to the OPAL CLT Board. In the worst case, non-compliance may result in a lien on the property or revocation of the Ground Lease and eviction, all of which is outlined in the Ground Lease.
4. Regardless of any other language in this document, Homeowners may take immediate action to enforce any CC&R provision if the violation presents an immediate threat to health or safety. If the offending Homeowner does not immediately stop or otherwise correct the violation after being asked to, said Homeowner shall be responsible for reimbursing all Homeowners or OPAL CLT for its costs in correcting the violation, as well as any expenses connected with any legal action the Homeowners or OPAL CLT incurs to enforce these CC&Rs.

## **8. PROJECT RESTRICTIONS**

### **A. Pet Regulations**

1. No household shall have more than two dogs and two cats. If a household currently exceeds this number, their pets will be grandfathered in. When the grandfathered animal dies, it cannot be replaced if it will bring the owner over the pet limit.
2. All pets shall be spayed, neutered, adequately fed, inoculated and exercised.
3. Pets that go outside for any reason on a daily basis are defined as outdoor animals. Dogs should be fenced, or under leash or voice control, when outside.
4. Noisy pets must be quieted as quickly as possible.
5. For safety considerations, appropriate fencing is required for all dogs. Appropriate fencing is a physical barrier and therefore invisible electric fencing is not considered appropriate fencing.
6. Pet owners are responsible for any damage or annoyance their pets cause to property or residents.
7. Owners shall clean up after their pets should they defecate outside their owner's Leasehold.
8. No roosters or livestock are allowed, but hens are permitted. The maximum number of hens permitted is six.
9. Residents considering owning any outdoor animal other than dogs, cats or chickens must seek approval to do so from all Homeowners.
10. Service animals are animals that are individually trained to perform tasks for people with disabilities such as guiding people who are blind, alerting people who are deaf, pulling wheelchairs, alerting and protecting a person who is having a seizure, or performing other special tasks. Service animals are welcome at Oberon Meadow, are subject to the applicable rules in this section and will comply with state and federal ADA laws.

### **B. Vehicle Regulations**

1. Homeowners are responsible for the care and maintenance of parking spaces assigned to their individual Leasehold, as identified on the face of the Oberon Meadow Short Plat. No Resident or visitor shall park in any other's assigned space without previous arrangement or permission.
2. No vehicle may be parked at Oberon Meadow for longer than two months unless it is licensed and in operating condition.
3. The parking of boats, trailers, campers, and RVs is prohibited at Oberon Meadow. Kayaks, canoes, and dinghies shall be stored out of sight as much as reasonably possible.
4. Vehicle owners must be considerate regarding their vehicle's noise and exhaust fumes.

### C. Noise Control

1. Out of consideration for the privacy, well-being, and convenience of one's neighbors, no Homeowner shall allow extreme or repetitive noises that are disturbing to others to be made on the premises by Residents, guests, pets, or employees.
2. Unless there is a different prior agreement among affected Homeowners, work in the nature of construction, repair, or landscaping that is accompanied by noise audible to other Residents shall take place between the hours of 9am and 8pm only, year-round, with sensitivity to neighbors on Sundays and Holidays.
3. No Resident or visitor may play or use any musical instrument, radio, TV, machinery, etc., after 10pm or before 9am if such noises are disturbing to any neighbors.

### D. Fencing

1. All fencing constructed following initial occupancy shall comply with the Oberon Meadow Fencing Policy, Attachment A to these CC&Rs.
2. Fencing at Oberon Meadow will allow for an open feeling along with respecting the need for privacy. The fencing will be consistent in look as to encourage a community aesthetic.
3. Homeowners are encouraged to use natural barriers and living fences as much as possible, allowing for the passage of wildlife through the common areas. No cyclone, electric (except invisible fencing), or barbed-wire fencing is allowed. Garden/deer fences shall be easily seen through.
4. New Homeowners who have animals have 30 days to construct their pet fencing in accordance to the Oberon Meadow Fencing Policy. Before the 30 days, temporary fencing of any nature may be installed but must be removed after 30 days.
5. All fences shall be maintained in good repair and appearance with a requirement to repair any broken fencing within 30 days.
6. No fence posts shall be installed without contacting OPALCO or CenturyTel. Contact "Call Before You Dig" at 800 424-5555.

### E. Additions and Ancillary Structures

1. Homeowners are encouraged to be considerate of other Residents when designing and constructing additions or ancillary structures; likewise to be sensitive to site compatibility, and to promote low environmental impact. Prior to beginning any construction, Homeowners must notify all other Homeowners of any proposed Addition or Ancillary structure. Any addition or structure that is visible from another Homeowner's Leasehold requires agreement of the affected Homeowner.
2. All Additions and Ancillary Structures on any Leasehold, including accessory dwellings, sheds, and storage units, shall be consistent with the main residence in at least two of the three following aspects: roof pitch, color, siding material.
3. Homeowners may change the paint color of any structure on their Leasehold without any approval providing they are using a color from the approved Oberon



Meadow Color Palette, which is kept on file at the OPAL office. If a Homeowner selects any color outside the approved palette for any structure or portion of a structure, all Homeowners must approve the color.

4. No Addition or Ancillary Structures shall exceed the height of the peak of the roof of the original structure.
5. Homeowners are responsible for abiding by San Juan County building codes and fire set back requirements and for acquiring all permits applicable to new structures or occupied spaces, and for following county regulations as to size and safety standards.
6. All additions attached to the main residence of any Leasehold must be approved in advance by OPAL CLT and are governed by the OPAL Master Lease
7. The use of any color tarp besides brown is prohibited. Brown tarps may be used for up to a one month period, such as an emergency covering or during construction.
8. Due to fire safety codes, all additions and ancillary structures unattached to the house must be located at least three feet from any other structure.

#### F. Landscaping

1. Landscaping shall be well maintained, native planting is encouraged, and extensive ground cover may not include plants on the State's Noxious Weed List. Taking into consideration our limited water supply, drought and fire-resistant plants are especially recommended. It is strongly recommended that edible landscaping be made an integral part of the landscape design.
2. Out of consideration for one's neighbors, any landscaping that may affect another's view, access to light, or property requires prior approval by the affected neighbor – this includes trees that over time would grow to a height greater than 6 feet.
3. Removal from a Leasehold of any living tree greater than six inches in diameter (as measured from four feet above ground) requires approval by all Homeowners except in cases of fire or hazard to life or property.
4. Organic gardening and landscaping are strongly encouraged. If herbicides, fertilizers, or pesticides are used, they must be a nontoxic variety.
5. If digging a hole or trench deeper than one foot on the Leasehold premises, call OPALCO and CenturyTel to determine the location and depth of utility, phone or sewer lines on your Leasehold. Contact "Call Before You Dig" at 800 424-5555.

#### G. Common Areas

1. All Homeowners are responsible for the maintenance of the Common Areas, with special emphasis on those areas surrounding one's personal Leasehold. Requested funds for landscaping, improvements, and storm damage cleanup shall be allocated from the Oberon Meadow Annual Operating Fund upon approval by all Homeowners and according to availability.
2. It is recommended that Common Areas be left in as pristine a state as possible, and that any proposed changes to the landscape, including the planting or

removal of trees or plants, or any construction must be approved by all Homeowners.

3. Common Areas may be used for utility construction or maintenance purposes in accordance with the restrictions identified on the Oberon Meadow Short Plat Subdivision plan. The parties involved are responsible for restoring used areas to their prior condition.
4. Use of any Common Areas for social events shall require prior notification and approval of all Homeowners.

#### H. Children

1. Residents shall treat all children with respect and positive support.
2. It is understood that ultimate responsibility for children and for any damage that they cause to individuals or property lies with their parents, who will take action to resolve any issues that arise.

#### I. Business Use

1. Business uses within a home must fall under the definition of home occupations as defined in the county code. Such businesses are permitted as long as they conform to applicable county, state, and federal zoning regulations. In addition, a home business must not be an annoyance to neighbors, must properly dispose of waste products, and must not entail parking requirements that cannot be satisfied within the parking regulations as set forth in these CC&Rs. Cottage enterprises, as defined in the county code, are not permitted.
2. Temporary business uses of Common Areas shall require approval of all Homeowners.

#### J. Camping

1. Camping in Common Areas is not permitted.
2. Camping on any Leasehold by persons other than the Homeowner for longer than two weeks requires approval all Homeowners.

#### K. Propane

1. There is one 1,000-gallon tank buried within Oberon Meadow, with individual meters to each home.
2. Homeowners will decide as a group which propane company to use as the propane source. Homeowners will hold an account with whichever company is selected.

#### L. Water and Sewer

1. Water service is provided through Eastsound Water Users Association. Each Homeowner will hold an account with EWUA and will be billed directly by EWUA.
2. Sewer service is provided through Eastsound Sewer and Water District. Each Homeowner has a separate membership with Eastsound Sewer. Each Homeowner will hold an account with ESWD and will be billed directly by ESWD.

M. Recycling/Trash Disposal

1. All Residents are strongly encouraged to recycle.
2. Trash and recycling containers, and compost bins, must be well maintained, must not be unsightly, must not attract rodents or pests, and must not constitute a nuisance to other Residents.
3. Residents are limited to four 50-gallon trash and/or recycling cans that must be stored out of public view as reasonably possible on their Leasehold.

N. Roads, Driveways and Parking Areas

1. Homeowners shall share equally in the costs to maintain Oberon Lane, per the Oberon Lane Road Maintenance Agreement, Attachment B, and all parking areas in Oberon Meadow.
2. The Neighborhood Council or OPAL CLT may assess additional fees in the event there are insufficient funds available in the Oberon Meadow reserve fund to effect needed repairs.

O. Prohibited Uses and Nuisances

1. Lumber, firewood, metals, bulk materials, refuse, trash or recycling shall be stored out of public view as reasonably possible. Brown tarps may be used temporarily (no more than 30 days) to cover items used during construction on a Homeowner's house. Once construction is completed, the tarps are no longer allowed as ancillary structures.
2. Porches in public view shall not be used for storage except when moving in or out of the neighborhood, and in any event no longer than 30 days.
3. No structure, planting, or other material shall be placed or permitted to remain on any property if it may damage or interfere with the installation or maintenance of utilities, or if it may unreasonably change, obstruct, or retard the direction of flow of drainage.
4. Lighting shall be installed so that the beam shines down and 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 the lot on which the house sits.
5. Residents recognize the rights of each other to enjoy their homes and yards and agree that air quality is important. Therefore, if a neighbor's actions are negatively compromising the air quality of another household on an on-going and repetitive basis, steps for conflict resolution should be taken.