
OPAL Community Land Trust
Covenants, Conditions and Restrictions for Opal Commons

Adopted by the leaseholders August 3, 2003 and
by the Board of Trustees August 13, 2003

1. **Introduction:** OPAL Community Land Trust (OPAL), of which all Opal Commons Lessees 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, Washington. The legal documents from which Opal Commons derives its existence and manages its affairs are the OPAL Bylaws and Articles of Incorporation, the Opal Commons Ground Lease, and these Covenants, Conditions & Restrictions (CC&Rs). Decisions are made in accordance with the consensus process defined in the bylaws.

2. **Definitions:**
 - A. "Board" shall mean the Board of Trustees of OPAL Community Land Trust.
 - B. "Common Area" shall mean community entrances, roads, driveways, parking lots, pedestrian trails, drainage swales, detention basin, vegetative buffers, the garden area, and common improvements such as sheds, fences, plantings, common-use buildings, or other improvements held for common use by lessees.
 - C. "Homeowner" shall mean and refer to the owner of all buildings and improvements within any Opal Commons Leasehold lot.
 - D. "Land" shall mean that certain real property, as described in Exhibit "A," "Premises," of the Opal Commons Ground Lease.
 - E. "Leasehold Lot" shall mean and refer to a platted single-family residential lot, with two parking spaces, within the land, as defined by the plat of Opal Commons.
 - F. "Lessee" shall mean and refer to any person who has entered into an Opal Commons Ground Lease with OPAL.
 - G. "Opal Commons" shall mean and refer to that certain long-plat recorded with San Juan County as Opal Commons, which is divided into 18 separate Leasehold Lots and Common Area as defined on the face of the plat.
 - H. "OPAL" shall mean and refer to OPAL Community Land Trust, a Washington non-profit corporation that is owner and lessor of the Land.
 - I. "Resident" shall mean and refer to any person living regularly within any Opal Commons Leased Land.

3. **OPAL agrees as follows:**
 - A. To manage and maintain a maintenance fund (paid for by a portion of the lease fee) that enables Opal Commons residents to annually maintain the common areas as identified on the face of the plat, which includes roads, pedestrian trails, buildings located in the common area, drainage swales, detention basins, vegetative buffers, and landscape buffers. OPAL reserves the right to administer those funds on behalf of the residents to ensure a high standard of ongoing maintenance;
 - B. To manage a reserve fund (paid for by a portion of the lease fee) that enables OPAL, in consultation with the residents, to perform occasional major maintenance and repairs of common infrastructure such as roads, utilities, storm drainage, and storm damage;

- C. To provide adequate public liability and property insurance in order to protect the interests of OPAL.
 - D. To protect and preserve property values and ecological health through enforcement of these CC&Rs.
 - E. To resolve conflicts between Lessees when the process for conflict resolution outlined in these CC&Rs does not result in resolution.
- 4. Steering Committee:** Opal Commons lessees are responsible for the operation and implementation of these CC&Rs. In order to facilitate efficient processes, the lessees shall establish a Steering Committee. Steering Committee meetings shall be open at all times to any resident who wishes to attend. The Steering Committee shall:
- A. Manage the daily operations of the Opal Commons neighborhood.
 - B. Facilitate communication between residents in conflict and guide all residents toward amicable compliance with these CC&Rs.
 - C. Appoint a liaison to the board of trustees of OPAL. This liaison may or may not be a trustee of OPAL.
 - D. Report regularly in writing to the residents of Opal Commons.
 - E. Convene a quarterly gathering of all residents.
- 5. Composition of the Steering Committee:** The committee shall be comprised of a minimum of three and a maximum of five residents of Opal Commons.
- A. All Committee members commit to serving 3-year terms. The initial membership shall agree to staggered terms of one-year, two-years and three-years, in order to establish a pattern in which only one member rotates off each year.
 - B. Committee members shall be elected by the residents at a gathering of all residents between January and March of every year.
 - C. If a committee member has a conflict of interest in a specific issue then the other members must chose a temporary replacement from the resident community until the issue is resolved (preferably a former committee member).
- 6. Meetings:** In order to facilitate the smooth operation of Opal Commons, and friendly relationships between residents, residents shall gather a minimum of once every season (four times per year).
- A. The date and place of each meeting shall be determined at the prior meeting.
 - B. The host or hostess for each meeting shall take minutes of any business matters discussed and distribute those minutes to all households within one week after the meeting.
 - C. The Steering Committee or any resident may convene a meeting at any time with proper notice.
- 7. Notice:** Wherever these CC&Rs call for notifying residents of a proposed action, or convening a meeting, all lessees shall be notified in writing through the mail, or by posting a notice on each front door at least 7 days prior to the event. Notice shall be posted by the Steering Committee or by the person convening the meeting.
- 8. Community Review and Conflict Resolution:** These CC&Rs define reasonable terms for living at Opal Commons in harmony with one's neighbors. All Opal Commons residents agree to comply with the CC&Rs upon signing their OPAL Ground Lease. Opal Commons residents understand that any continuing violation

of the CC&Rs can unfairly disturb other residents and, in the worst case, may result in revocation of the Ground Lease and eviction from one's home.

The Opal Commons community recognizes that when one or more residents are in violation of the CC&Rs, conflicts can arise. To promptly and fairly deal with any such violations, OPAL appoints and empowers the Steering Committee to facilitate communication between residents in conflict and to guide all residents toward amicable compliance with the CC&Rs.

When these CC&Rs call for Community Review, or when a resident seeks an exemption from any of these CC&Rs, or when two or more residents are in a continuing conflict with one another, then the issue must be submitted to the Steering Committee.

A. The Community Review process:

1. The Steering Committee will attempt to quickly answer any questions that residents have about properly complying with the CC&Rs. For instance, a resident who wants to build a shed might have questions about where it can be placed and how it must be constructed. Steering Committee members shall be conversant with the CC&Rs so as to quickly address any such questions that arise.
2. If a resident wishes to obtain a variance to the CC&Rs, the resident should first consult all of their neighbors who might be affected by the variance, and shall then request a review by the Steering Committee. All variances of the CC&Rs require final OPAL Board approval.
3. Any resident who has a concern about a neighbor's possible violation of the CC&Rs is strongly encouraged to talk with the neighbor in question. If such communication is unsuccessful, then he or she should report the conflict to the Steering Committee.
4. The Steering Committee will meet to decide if there is indeed a violation of the CC&Rs and, if so, how to proceed. The Steering Committee may:
 - a. talk to the concerned residents and ask that they come into amicable compliance with the CC&Rs; or,
 - b. bring the issue to a gathering of all Opal Commons residents.
5. When the above process fails to resolve a resident conflict and/or result in satisfactory compliance with the CC&Rs, then the Steering Committee must bring the matter to the OPAL Board.
6. Written records will be kept of all Steering Committee actions and of all communications between the Steering Committee and Opal Commons residents.
7. Before any significant decisions that are made or actions taken, the Steering Committee shall seek review and concurrence from residents and shall report to the OPAL Board.

9. Automobile Regulations: Opal Commons has been specifically designed to de-emphasize the impact of automobiles. Toward this end, the following restrictions apply:

- A. Cars should not exceed 5 mph in driveways and parking areas.
- B. No car should be parked so as to block another vehicle or any driveway. No resident should park, nor should any visitors park, in any other's assigned parking spaces (2 per Leasehold) without express permission to do so.

- C. The parking of boats, trailers, campers, and RVs are prohibited unless special permission is granted by the Steering Committee.
 - D. No automobile or other vehicle may be parked within any Opal Commons lot unless it is licensed and in operating condition.
 - E. Lessees shall be responsible for the care and maintenance of the parking spaces situated on their individual Leasehold.
- 10. Pet Regulations:** Opal Commons respects lessee's fondness for pets and welcomes pets. In fairness to all lessees, pet owners are required to exercise responsible pet ownership, including:
- A. Dogs must be trained, adequately cared for, and kept in enclosed areas, leashed or under voice control; dogs and cats must be kept healthy, receiving necessary inoculations, and should be neutered (with possible exception for show animals and breeders);
 - B. Residents are responsible for any damage or annoyance their pets cause to other resident's property or persons;
 - C. Any new pets or animals (of current or future residents) must be approved by surrounding residents and the Steering Committee (with exception for indoor pets that are well-kept and of no annoyance to neighbors.)
- 11. Fencing:** Lessees are encouraged to use natural barriers and "living fences" as much as possible. Any fences require approval of the surrounding residents by the fence and the Steering Committee, which will include the color of the fences, and the following restrictions:
- A. Fences may not enclose more than 2/3 of a leasehold lot.
 - B. No cyclone or barbed wire fences.
 - C. Garden fences may be as high as 7 feet but must be easily seen through, like chicken wire.
 - D. Fences must be maintained in good repair and appearance.
- 12. Ancillary Structures and Additions:**
- A. All structures, such as accessory dwellings, sheds, storage units, additions to existing houses, or any type of ancillary structure shall be consistent with the Lessee's home in roof pitch, color and siding material.
 - B. Any new structures, including, but not limited to 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 approved by surrounding residents and by the Steering Committee.
- 13. Landscaping:** Opal Commons lessees encourage the initiatives and energies of all residents who intend to beautify leasehold lots, common areas, and the community with landscaping improvements. Such efforts, however, may impact other lessees. An "affected lessee" shall be one for whom the proposed landscaping alters a neighbor's view, access to sunlight, or any pedestrian way. Such changes require approval of the affected lessee and the Steering Committee. The following restrictions apply:
- A. Landscaping must be well maintained and extensive ground cover may not include gravel or plants known to be invasive.
 - B. Homeowners are responsible for healthy maintenance of all landscaping improvements, including removal of dead plants.

- C. Removal of any living trees greater than 6 inches in diameter from leaseholds requires approval from affected lessees and the Steering Committee. Removal of trees greater than 6 inches in diameter from common areas requires OPAL Board approval, except in cases of immediate danger.
 - D. Organic gardening and landscaping is strongly encouraged. No potentially toxic herbicides, fertilizers, or pesticides are permitted. The Steering Committee shall attempt to keep a current list of preferred products.
- 14. Common Area:** Residents are responsible for the maintenance of all common areas. All residents agree to share in the performance of regular common areas' chores, including mowing grass, cleaning up after storms, watering young trees, picking up litter, maintaining play structures, and removing invasive plants. Use of the common area for recreational or other purposes shall include the responsibility for the cleanup and restoration of the area disturbed during such activities.
- 15. Detention Basin:** The two swales located to the east of the parking for leasehold lots 10-18 are an essential aspect of the drainage plan. Residents shall maintain the basins and agree to:
- A. Keep the drainage pipes in functioning order.
 - B. Keep vegetation healthy and the slopes stable.
 - C. Keep the swale free of trash.
 - D. Remove any metal or oil.
- 16. Children:** Opal Commons 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 Opal Commons property.
- 17. 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, and do not entail parking requirements that cannot be satisfied within the parking regulations as set forth in these CC&Rs.
- 18. Septic Systems:** Individual Lessees are solely responsible for the maintenance of their septic tanks and fields and for the timely repair of any failed systems.
- 19. Recycling:** Recycling is strongly encouraged throughout all levels of the Opal Commons community. Trash and recycling containers and compost bins must be well maintained, must be aesthetically pleasing, and must not constitute any annoyance (such as compost that smells or attracts rats).
- 20. Propane:** The residents of each cluster share in the responsibility for ordering propane as necessary, for calculating individual bills, and for paying bills in a timely manner.
- 21. Prohibited Uses and Nuisances:**
- A. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any leasehold lot or land, except for building

materials during the course of approved construction, or by approval of the Steering Committee.

- B. No structure, planting or other material shall be placed or permitted to remain on any land, 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.
- C. 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.

22. Changes to these Conditions, Covenants and Restrictions: Changes may be made to these CC&Rs at any meeting to which all residents are invited so long as proper notice has been delivered. In this instance only, written notice shall be delivered at least thirty (30) days prior to any vote taken. In addition, the following actions shall be taken:

- A. Notice about the meeting is accompanied by a written copy of the proposed changes;
- B. Any resident unable to attend the meeting may communicate his or her thoughts or feelings to any other resident who will attend the meeting;
- C. Those gathered at the meeting come to consensual agreement and vote to ratify the proposed changes;
- D. At least three-fourths (3/4) of the leaseholders, or 14 of the 18 households shall vote to adopt proposed changes, or shall send a message to the meeting indicating approval of the proposed changes; and
- E. The changes are adopted by the OPAL Board.