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OPAL Community Land Trust  
P. O. Box 1133  
Eastsound, WA 98245

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SAN JUAN COUNTY, WASHINGTON  
SI A. STEPHENS, AUDITOR

DMT

**Covenants, Conditions, and Restrictions for  
OPAL Homes located at 432 Madrona Street, Eastsound**


Grantor/Grantee: Current and future owners of property of Madrona Street OPAL Homes

Current owners: OPAL (Of People and Land) Community Land Trust (OPAL CLT)  
T.P.N. 2714 53 405000

Real Property Affected: 432 A & B Madrona Street, Eastsound.  
LOT 5, BLOCK 4, FIRST ADDITION TO SOUNDVIEW

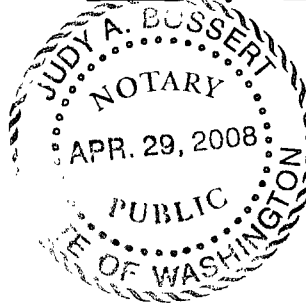
These Covenants, Conditions, and Restrictions shall be binding for all future property owners of the OPAL homes located at 432 Madrona Street, Eastsound.

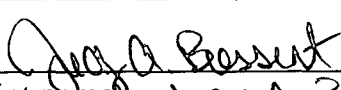
Filed with the County Auditor on behalf of OPAL Community Land Trust by:

  
Elisabeth C. Byers, OPAL CLT Executive Director 8/31/06  
(date)

STATE OF WASHINGTON )  
) ss.  
COUNTY OF SAN JUAN )

On this day personally appeared before me Elisabeth C. Byers, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that, as Executive Director of OPAL Community Land Trust, she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 31<sup>ST</sup> day of AUGUST, 2006.



  
(print name) JUDY A. BOSSERT  
Notary Public in and for the State of Washington  
My Appointment Expires 4-29-08

**Covenants, Conditions, and Restrictions for  
the Madrona Street OPAL Homes**

**1. INTRODUCTION**

- A. 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 homeownership opportunities for low- and moderate-income people in San Juan County, Washington. The legal documents from which OPAL CLT derives its existence and manages its affairs are the OPAL CLT bylaws, OPAL CLT Articles of Incorporation, and the Ground Lease and the Covenants, Conditions, and Restrictions (CC&R's) that apply to each OPAL CLT leasehold property.
- B. OPAL CLT owns the two parcels and leases these parcels to Homeowners who own their homes on these leasehold parcels. The OPAL CLT ground lease requires each Homeowner to abide by these CC&Rs and conveys to OPAL CLT the right to enforce these CC&Rs.
- C. All the parties to these CC&Rs have agreed to abide by these CC&Rs, and they are therefore adopted and in effect as of the date of filing with the San Juan County Auditor's office.

**2. DEFINITIONS**

**Additions:** Those structures whose construction requires a building permit from San Juan County.

**Ancillary structures:** Those structures whose construction does **not** require a building permit from San Juan County.

**Board:** The Board of Trustees of OPAL CLT.

**Common Area:** Any easement areas, entrances, roads, driveways, and any other improvements such as fences, sheds, or other buildings held for common use by Members.

**Consensus or Consensual Agreement:** An agreement reached by all persons involved that may not be the best decision for any one individual, but is considered by each person to be the best decision that may be reached for the good of the whole. Persons who withhold agreement must have examined themselves to know that they are not doing so out of self-interest, bias, vengeance, or any other emotion or idea except the heart-felt belief that the decision is wrong, and that they would be doing the group a great disservice by allowing it to go forward. It is important that the group see the person withholding agreement as doing so out of that person's highest understanding and beliefs.

**Homeowner:** The individual or individuals who own buildings and improvements upon an OPAL CLT Leasehold Lot on Madrona Street.

**Land:** That certain real property described as "premises" in the OPAL CLT Ground Lease that applies to Madrona Street Leaseholds.

**Leasehold:** A platted residential lot on Madrona Street owned by OPAL CLT and Leased to a Homeowner, including its parking space.

**Madrona Street Member:** A single representative from each legal parcel in Madrona Street. Each lot has one vote. OPAL CLT, as the owner of the two lots, holds the tie-breaking vote should Consensus between Members not be reached. Should a lot be vacant, OPAL CLT shall be the representative for that Member.

**OPAL CLT:** Of People And Land Community Land Trust, a Washington State nonprofit corporation that is the owner and Lessor of the two lots.

**3. MUTUAL AGREEMENTS**

**A. HOMEOWNERS** agree, as a condition of living at Madrona Street, to:

1. Abide by and enforce the Madrona Street CC&R's.
2. Take individual responsibility for, and join in the creation of a mutually supportive and respectful Madrona Street Community.
3. Serve as stewards of the land in partnership with OPAL CLT.
4. Preserve and protect the property value and ecological health of Madrona Street through the enforcement of these CC&R's.
5. Designate a treasurer to authorize Madrona Street expenditures through OPAL CLT.

**B. OPAL CLT** agrees to:

1. Manage and maintain a fund, paid for by a portion of the lease fee, for the maintenance of the repair, and improvement of Common Areas in Madrona Street property, including roads, vegetative and landscape buffers, and also for occasional major maintenance and repair of utilities, storm drainage, or storm damage.
2. Provide adequate liability insurance for the land owned by OPAL CLT.
3. Serve as stewards of the land in partnership with the Homeowners.
4. Help resolve possible conflicts involving Homeowners pertaining to their Leasehold in a manner that is consistent with the OPAL CLT bylaws if the conflicts cannot be otherwise resolved within the Madrona Street Community.

**4. MEETINGS, CHANGES, DISPUTE RESOLUTION AND COMMUNITY REVIEW**

**A. Meetings**

1. Madrona Street Community meetings will be held at least quarterly.
2. The Madrona Street Members are encouraged to communicate regularly about issues outlined in these CC&Rs prior to taking any action.
3. Any action that requires OPAL approval should first be review by and agreed upon by both Members.

**B. Community Review**

1. Community Review is the process by which issues are discussed and resolved within the Madrona Street Community. When these CC&Rs call for Community Review then the issue must be addressed in accordance with this process.
2. The Community Review process is as follows:
  - a. Members are encouraged to communicate regularly about any actions on their Leasehold that could affect the other Member.
  - b. If Members cannot agree on a specific issue, they may forward a request to OPAL, who will work with the two Members to come to Consensus, and in the absence of Consensus will offer the tie-breaking vote.
  - c. Any Member who has a concern about the other Member's possible violation of the CC&Rs should follow the process outlined in Enforcement.
  - d. Members shall keep written records of all Member meetings and actions and of all communications between the Members concerning the matter at hand.

**C. Changes to these CC&R's**

1. Ideally, any changes to the CC&R's will be made with the agreement of both Members and OPAL. However, if the Members cannot agree, the CC&R's can be changed with the agreement of one Member and OPAL.
2. If a Member would like to request an exemption from or a change to the CC&R's, the Member requesting the exemption or change shall submit a written proposal to the other Member.
3. The requesting Member must first secure written agreement to their proposal from the other Member, and submit that request to OPAL.
4. OPAL will have three weeks to either call a meeting to solicit more information from both members, and approve or deny the request.
5. If the requesting Member cannot secure approval from the other Member in order to submit the request to OPAL, he or she should either modify the request in order to achieve consensus, or submit the dispute to OPAL for a final decision.
6. All changes to these CC&Rs must be approved by the OPAL Board once they have been approved by the Members, and before they are recorded with San Juan County.

**D. Dispute Resolution and Enforcement**

1. The considerate and appropriate way to deal with a desire to change these CC&Rs, to request an exemption from a provision of these CC&Rs or to gain approval in order to comply with these CC&Rs is discussed above, in *Changes to CC&R's* and *Community Review*.
2. Madrona Street Members understand that any continuing, unresolved violation of these CC&Rs can detrimentally affect other Member or the broader neighborhood. In the event of persistent noncompliance, the following steps will be taken.
  - a. The affected Member will make reasonable attempts to resolve differences amicably with the offending Member. No individual Member, however, may grant exemption from the CC&R's to any other Member in lieu of the process outlined above.
  - b. If individual resolution fails, the issue will be forwarded to OPAL Community Land Trust or its designated Committee for review.
  - c. If the decision is to enforce compliance with the CC&R's, OPAL will deliver written notice and warning to the Member who is in violation. Such written notice shall clearly state the background and analysis of the decision made at the Meeting where the issue was discussed, and shall further state the

- corrective actions, consequences for failure to comply, possible fines and timeline to be followed by the Member who is out of compliance.
- d. If non-compliance continues beyond the timeline outlined in the written notice, OPAL will issue the offending Member a second notice which will be a fine of **\$50**. The third notice will be a fine of **\$250**. The fourth notice will be a fine of **\$500**. These fees may be adjusted based on changes in the consumer price index for the Seattle metropolitan area.
  - e. All fines will be due within 30 days of written notice and can be paid with the Homeowners lease fee.
  - f. Paid fines will go into the Madrona Street Maintenance Fund managed by OPAL CLT.
  - g. In the worst case, non-compliance may result in revocation of the Ground Lease and eviction.
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## **5. Madrona Street RESTRICTIONS**

### **A. Pet Regulations -**

1. There is a limit of two dogs and two cats per household. New Members' existing pets are exempt from this limit at the time of purchase. However, all other pet provisions apply.
2. Homeowners and their guests are responsible for any damage their pets cause to other Members' property, person, or pets, and will take action to resolve the issue. This includes cleaning up after their pets.
3. All dogs shall be well cared for and kept in enclosed areas (including invisible fences) or be under leash or voice control at all times.
4. Dogs and cats shall be spayed or neutered and have all legally required inoculations.
5. Roosters are prohibited on the Madrona Street property.
6. Service animals are permitted.

### **B. Vehicle Regulations**

1. Homeowners are responsible for the care and maintenance of the parking space belonging to their individual Leasehold. No Member or visitor shall park in the other's assigned space without previous arrangement or permission.
2. No vehicle may be parked at Madrona Street for longer than three months unless it is licensed and in operating condition.
3. Smaller boats such as kayaks, canoes, rowboats, and dinghies (generally 16 feet in length or shorter) may be stored on-site with approval from the other Member.
4. The parking of other types of boats that are longer than 16ft in length is prohibited,
5. The parking of trailers, campers or RV's is prohibited.
6. Vehicle owners must be conscientious regarding their vehicle's noise and exhaust fumes.
7. Cars should not exceed 5mph in the driveway.

**C. Noise Control**

1. Out of consideration for the privacy, well-being, and convenience of one's neighbors, no Member shall allow extreme or repetitive noises that are disturbing to others to be made on the premises by Members, guests, pets, or employees.
2. Unless there is a different prior agreement among affected Members, work in the nature of construction, repair, or landscaping that is accompanied by noise audible to other Members shall take place between the hours of **8am** and **7pm only**.
3. If such noises are disturbing to any other, no Member or visitor may play or allow to be used any musical instrument, radio, TV, machinery, etc., after **10pm** or before **9am**.

**D. Fencing**

1. The other Member and OPAL shall be consulted for mutual agreement prior to the installation or alteration of any fencing.
2. Members 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.
3. All fences shall be maintained in good repair and appearance.
4. Privacy fencing shall not exceed a total of 60 linear feet.

**E. Additions, Temporary Structures and Ancillary Structures**

1. Members are encouraged to be considerate of other Members when designing and constructing; likewise to be sensitive to site compatibility, and to promote low environmental impact. Prior to beginning any construction, Member must acquire consent from the other Member and request approval from OPAL.
2. Each Leasehold lot extends 5 feet beyond the foot print of each house and San Juan County requires a 5 foot setback for all buildings, therefore the foot print of Madrona Street homes may not be expanded.
3. All Additions and Ancillary Structures on any Leasehold or the Common Area, including 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.
4. Members shall consult the other member prior to changing exterior paint colors.
5. Members are responsible for knowing building codes and 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 the OPAL Board.
7. Temporary structures may be allowed – either on the common area or an individual lot – if agreed upon by both residents and providing they are only temporary in nature and are not erected for more than 6 weeks in any calendar year.

**F. Landscaping**

1. Out of consideration for one's neighbors, any landscaping that may affect the other'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.

2. 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.
3. Removal from any Leasehold of living trees greater than 6 inches in diameter (as measured from 4 feet above ground) requires Community Review 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.

#### **G. Common Areas**

1. Members 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 OPAL Madrona Street Fund (see Mutual Agreements section above) according to availability, and through Community Review and consensus.
2. It is recommended that Common Areas be left in as pristine a state as possible, and required that any proposed changes to the landscape, including the planting or removal of trees or plants, or any construction must go through Community Review and consensus.
3. Common Areas may be used by individual members during periods of construction with agreement of the other Member. 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 consent of Members.

**H. Children** – Children shall be treated by all Members with respect and positive support. It is understood that ultimate responsibility for the children and for any damage that they cause to others lies with their parents, who will take action to resolve any issues that arise.

#### **I. Business Use**

1. Business uses within a home (as defined as home occupations by county code) are permitted as long as they 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&R's.
2. Business uses of Common Areas shall require neighborhood approval by Members.

#### **J. Camping**

1. Camping in Common Areas is permitted with approval of the other member.
2. Camping is permitted on any Leasehold.
3. Camping in any area by persons other than members of the Homeowner's household for longer than two weeks is prohibited. This is intended for occasional use only. Any camping that takes place within a six week period will be considered cumulative and apply to the two-week maximum.

**K. Septic Tanks/Water & Sewer Memberships**

1. Individual Homeowners are responsible, solely, for the maintenance and timely repair of their septic tanks.
2. Each Homeowner will have memberships in the Eastsound Sewer and Water Districts and is responsible for maintaining those memberships.

**L. Propane**

1. Individual propane tanks, their maintenance and supply, are the responsibility of each individual Homeowner, solely. Members are prohibited from increasing the size of their propane tanks (150 gallon maximum).
2. Provided that access is not hampered, propane tanks should be masked for minimum visual impact so as to harmonize with their surroundings.

**N. Recycling/Trash Disposal** – All members are strongly encouraged to recycle.

1. Trash and recycling containers, and compost bins, must be well maintained, should be as aesthetically pleasing as possible, must not attract rodents or pests and must not constitute a nuisance to other Members. Mesh or open compost bins or piles are not permitted.
2. Homeowners are limited to a maximum of three trash and/or recycling cans/bins stored outside on their Leasehold.

**O. Roads, Driveways and Parking Areas**

1. OPAL CLT will collect a monthly fee (as part of its lease fee), to pay for the on-going maintenance of the shared roadway in Madrona Street. In the event there are insufficient funds available in the road maintenance fund to effect needed repairs, additional fees will be assessed.

**P. Prohibited Uses and Nuisances**

1. Lumber, metals, bulk materials, trash or recycling shall be stored out of view of other Members to the extent possible.
2. Porches shall not be used for storage except during times of transition.
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 materials.
4. No exterior lighting shall be placed or fixed in such a manner as to cause a concentrated beam to be directed towards the adjacent home(s).



EXHIBIT "A"

Lot 5 Block 4, FIRST ADDITION TO SOUNDVIEW AN ADDITION TO EASTSOUND, according to the Plat thereof recorded in Volume 1 of Plats, at page 64, in the office of the Auditor of San Juan County, Washington.

Situate in San Juan County.

Unofficial  
Copy