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F. Milene Henley, Auditor

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

**AMENDED AND RESTATED  
COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs)  
OF THE WILD ROSE MEADOW LONG PLAT SUBDIVISION**

**GRANTOR:**

OPAL Community Land Trust

**GRANTEE:**

Plat of Wild Rose Meadow and Wild Rose Meadow Homeowners Association

**LEGAL DESCRIPTION:**

Lots 1 to 32 and Lots A and B, WILD ROSE MEADOW LONG PLAT SUBDIVISION, A PRIVATE SUBDIVISION, according to the Plat thereof recorded in Volume 6 of Plats at pages 35 and 35A, and as AMENDED WILD ROSE MEADOW LONG PLAT SUBDIVISION, A PRIVATE SUBDIVISION, according to the Plat thereof recorded in Volume 6 of Plats at pages 40 and 40A, in the office of the Auditor of San Juan County, Washington.

**TAX PARCEL NUMBERS:**

271160001000 through and including 271160032000,  
271144004000 and 271144024000

*Reference # 2011-0308008*

**AMENDED AND RESTATED  
COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs)  
OF THE WILD ROSE MEADOW LONG PLAT SUBDIVISION**

**1. INTRODUCTION**

A. The Wild Rose Meadow Homeowners Association is a non-profit Homeowners Association (Association).

B. Members of the Association are property owners in the Wild Rose Meadow Long Plat Subdivision, a subdivision of 34 parcels.

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 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 Covenants, Conditions and Restrictions (CC&Rs) that apply to each OPAL CLT Leasehold property.

D. OPAL CLT owns the common land and leases 32 of the 34 parcels in the Wild Rose Meadow Subdivision to Homeowners who own their homes on the Leasehold Parcels. OPAL CLT, through a ground lease, conveys to these Homeowners membership in the Wild Rose Meadow subdivision and requires each Homeowner to abide by the CC&Rs. The ground lease also retains for OPAL CLT the right to enforce the CC&Rs.

E. All the parties to the CC&Rs have agreed to abide by them. These CC&Rs were adopted by the Association on January 22, 2015 and replace, revoke and supersede the original version which was created on February 7, 2011 and recorded on March 8, 2011. These CC&Rs are in effect as of the date of filing with the San Juan County Auditor's office.

F. The Association may establish committees as the need arises. The policy governing each committee shall be posted at [www.opalhomes.org](http://www.opalhomes.org).

**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, Ancillary Structures should complement the aesthetic and environmental concerns expressed in the CC&Rs and must be constructed in accordance with all restrictions, including those on the Plat map for the Wild Rose Meadow Long Plat Subdivision.



**Association:** The incorporated entity made up of the entirety of Homeowners living in Wild Rose Meadow. The legal documents from which Wild Rose Meadow Homeowners Association derives its existence and manages its affairs are the Wild Rose Meadow Bylaws, the Wild Rose Meadow CC&Rs and the Wild Rose Meadow Homeowners Association Articles of Incorporation.

**Board of Directors:** The Wild Rose Meadow Homeowners Association Board.

**Cluster:** A group of homes within a distinct geographical area of the Wild Rose Meadow Subdivision, as defined in the Association By-laws.

**Cluster Representative:** A Wild Rose Meadow Homeowner who has been selected by his or her Cluster to represent the Cluster on the Wild Rose Meadow Board of Directors. Each Cluster shall choose two representatives.

**Common Area:** Roads, parking lots, pedestrian trails, drainage field, detention basins, vegetative buffers, inter-lot areas, the 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 that 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. The Consensus Decision Making Process is outlined in Section 1.7. of the Wild Rose Meadow Homeowner Association By-Laws.

**Homeowner:** The individual or individuals who own or lease any parcel within amended Wild Rose Meadow Long Plat Subdivision, recorded in Volume 6 of Plats at pages 40 and 40A, in the office of the Auditor of San Juan County, Washington. There may be more than one Homeowner per Parcel and all are encouraged to participate in meeting discussions, however, each Parcel is entitled to one vote.

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

**OPAL CLT:** "Of People and Land" Community Land Trust, a Washington State charitable non-profit corporation that is the owner and Lessor of 32 of the 34 lots and the common lands in Wild Rose Long Plat Subdivision.

**Parcel:** One of 34 lots, including its parking spaces, within the Wild Rose Long Plat Subdivision.

**Proxy:** A representative appointed and authorized by a Wild Rose Meadow Homeowner to vote on his or her behalf at any meeting which the Homeowner cannot attend. The Proxy must be submitted to the Secretary of the Board of Directors or the Cluster Secretary prior to the meeting at which the Proxy is to be utilized. The Proxy can only be used for the purpose of casting a vote for the Homeowner.

**Quorum:** The minimum number of members of a deliberative body necessary to conduct the business of the group, as defined in the Association Bylaws.

**Resident:** Any person living in a Wild Rose Meadow household.

### **3. MUTUAL AGREEMENTS**

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

1. Abide by and enforce the Wild Rose Meadow CC&Rs in accordance with this document and the Wild Rose Meadow Homeowners Association By-laws.
2. Take individual responsibility for, and join in the creation and maintenance of a mutually supportive and respectful Wild Rose Meadow Association.
3. Preserve and protect the wetlands, the property value and ecological health of Wild Rose Meadow through the enforcement of the CC&Rs.
4. Participate in the discussions and decision-making processes regarding Wild Rose Meadow Association affairs by scheduling and attending Cluster and Association meetings.

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

1. Collect, manage and maintain operating funds, as specified in the ground lease and Association By-laws, paid for by a portion of the lease fee or a separate fee for the non-Leasehold lots, for the maintenance, repair and improvement of Common Areas in Wild Rose Meadow, including roads and pedestrian trails, vegetative and landscape buffers. The Association may use the operating funds in accordance with the Association's By-laws.
2. Collect, manage, maintain and authorize the use of a Reserve Fund, as specified in the OPAL ground lease or through a separate fee for the non-Leasehold lots, for the repair and replacement of infrastructure and utilities, such as the water lines after the master water meter, storm water drainage system, roads and paths.
3. Monitor compliance with terms of the Washington State Department of Ecology's approved wetlands mitigation plan.
4. Provide adequate liability insurance for the land owned by OPAL CLT.



5. Preserve and protect the property value and ecological health of Wild Rose Meadow.

#### **4. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs)**

##### **A. Utilities**

1. Eastsound Water Users Association (EWUA) supplies water to Wild Rose Meadow and is responsible for the master water meter. OPAL holds a multi-unit residential membership with EWUA for Wild Rose Meadow and is responsible for the portion from the master water meter to the individual sub-meters for each Leasehold Parcel. Homeowners for Leasehold Parcels are responsible for the portion from the respective sub-meter to the home.

2. Eastsound Sewer and Water District (ESWD) provides sewer service to Wild Rose Meadow. Each Homeowner has a separate membership with ESWD.

3. San Juan Propane owns three 1,000 gallon tanks, one 500 gallon tank and one 120 gallon tank, which serve the Leasehold Parcels of Wild Rose Meadow. The tanks are located as follows: one 1,000 gallon tank is buried in the East Cluster; one 1,000 gallon tank is buried in the West Cluster; one 1,000 gallon tank is buried in the South Cluster; the 500 gallon tank is buried in the South Cluster; and the 120 gallon tank is above ground in the East Cluster. There are individual meters to each Leasehold Parcel. Each Homeowner will hold an account with San Juan Propane or its successor entity.

##### **B. Common Areas**

1. All Homeowners are responsible for maintenance of the Common Areas.

2. Homeowners shall share the costs of maintaining Rosehip Road and all parking areas in Wild Rose Meadow.

3. The playground structure is available for use by Residents and their guests every day from 9:00 AM to 8:00 PM. Parents and/or guardians are responsible for the behavior and safety of their children and guests while using the playground structure.

4. Use of any Common Area by a Resident for a social event or temporary business, such as a yard sale, shall require approval by the Board. The Board shall notify all Homeowners of the event.

5. Common Areas may be used for utility construction or maintenance purposes in accordance with the restrictions identified on the Wild Rose Meadow Subdivision plan. The parties involved are responsible for restoring used areas to their prior condition.

6. Each Homeowner is responsible for weeding and watering the berms adjacent to his or her Parcel. The Homeowner will remove alder saplings, thistle, scotch broom, blackberry and tansy ragwort, and control the spread of invasive ground covers such as clover and sheep sorrel.

7. The original landscape design of the Common Areas will be preserved as much as possible. Approval of the Grounds Committee is required before any

significant change, such as removal of trees or shrubs, occurs. Approval of the Grounds Committee is not required if Homeowner wishes to add plants to a berm, replace plants that have died, relocate plants that are being eaten by deer, prune shrubs or do minor tree trimming. However, only persons with the appropriate training are permitted to perform major tree pruning.

8. The Garden and Orchard Committees shall establish procedures for gardening and harvesting fruit, vegetables, or berries grown in the Wild Rose Meadow community garden and orchard, and post such procedures at [www.opalhomes.org](http://www.opalhomes.org).

### **C. Vehicles and Parking**

1. Each Homeowner is responsible for the care and maintenance of parking spaces belonging to his or her Parcel, as identified in the Wild Rose Meadow Subdivision plan. Any Resident or visitor who wishes to park in another Resident's assigned parking space must first obtain permission from the Resident to whom the parking space is assigned.

2. No vehicle may be parked at Wild Rose Meadow for longer than two months unless it is licensed and in operating condition.

3. A kayak, canoe or dinghy may be kept in a Resident's assigned parking space if it fits completely within the parking space. A small boat may be stored on top of the Resident's vehicle if the boat fits completely within the parking space. Larger boats, trailers or recreational vehicles that exceed the size of the parking space are prohibited.

4. Vehicle owners will keep vehicles in good repair and minimize engine idling to reduce noise and exhaust fumes.

5. Drivers shall comply with posted speed limits. In the absence of posted speed limits, the speed limit shall be 10 miles per hour. Residents will advise their guests of the speed limit.

6. Guest parking spaces are intended for short-term use by guests or visitors only. Any Resident who wishes to park in a guest parking space must first obtain permission from the Cluster Representative.

7. Short-term guest parking is permitted along the shoulder of Rosehip Road as long as the parked vehicle does not interfere with traffic or obstruct entrance to a driveway.

8. Except for quick loading or unloading, parking is prohibited on Cluster pathways. A Resident may temporarily park in front of his or her home while moving or for other activities, provided he or she has obtained the approval of other Homeowners in the Cluster.

### **D. Fencing**

1. All new or replacement fencing shall comply with the Wild Rose Meadow Fencing Policy which is posted at [www.opalhomes.org](http://www.opalhomes.org).

2. No cyclone, invisible electric, or barbed-wire fencing is allowed.

3. Within 30 days of acquiring a dog or hen, the Homeowner shall construct pet fencing in accordance with the Wild Rose Meadow Fencing Policy.



During the construction period, temporary fencing of any type may be installed but the temporary fencing must be removed after 30 days.

4. All fences shall be maintained in good condition and appearance. The Homeowner will repair any broken fencing within 30 days.

5. The Homeowner will contact "Call Before You Dig" at 800-424-5555 before installing any fence posts.

#### **E. Additions and Ancillary Structures**

1. Homeowners are encouraged to be considerate of other Residents when designing and constructing Additions or Ancillary Structures. Prior to beginning any construction, Homeowners must notify all abutting Homeowners about the project. Any Addition or Ancillary Structure that impacts the amount of sunlight available to an adjacent Parcel or casts unwanted shadows on an adjacent Parcel requires the agreement of the affected Homeowner.

2. All Additions and Ancillary Structures on any Parcel, including accessory dwellings, sheds, and storage units, shall be the same as the home in at least two of the following aspects: roof pitch, color, siding material.

3. A Homeowner may change the paint color of any structure on his or her Parcel providing the Homeowner uses a color on the Wild Rose Meadow Color Palette which is posted at [www.opalhomes.org](http://www.opalhomes.org). If a Homeowner wishes to use a color which is not on the Wild Rose Meadow Color Palette for any structure or portion of a structure, the color must be approved by the Board of Directors.

4. No Additions or Ancillary Structures shall exceed the height of the peak of the roof of the home.

5. Homeowners are responsible for abiding by building codes and fire set-back requirements as specified in the Wild Rose Meadow Subdivision plan, for acquiring all permits applicable to new structures or occupied spaces, and for following County regulations as to size and safety standards. Due to fire safety codes, Additions and Ancillary Structures that are not attached to the home must be located at least three feet from any other structure, in accordance with restrictions on the Wild Rose Meadow Long Plat Subdivision map.

6. All Additions attached to the home on any Leasehold Parcel (Lots 1 – 32) must be approved in advance by OPAL CLT and are governed by Article VII of the OPAL Master Lease.

7. Tarps may be used for up to 30 days during construction. Tarps may not be used as part of an Addition or Ancillary Structure.

#### **F. Home Exteriors**

1. Each Homeowner is limited to four 50-gallon containers for trash and/or recycling. The containers must be stored on the Homeowner's Parcel and out of neighbors' view as reasonably possible. Compost bins and trash and/or recycling containers must be well-maintained and must not be unsightly or attract pests or rodents.

2. Trash and/or recycling items that are too large to fit inside containers must be screened from neighbors' view by solid fencing or evergreen shrubbery.

3. Large storage items such as outdoor furniture, bicycles, toys, tools, lumber and firewood must be placed on one side of the main residence and out of neighbors' view as reasonably possible.

4. Porches shall not be used for storage except when moving in or out of Wild Rose Meadow and in no event for longer than 30 days.

5. No structure, planting or other material shall be placed or permitted to remain on any Parcel if it may damage or interfere with the installation or maintenance of utilities, or if it may unreasonably change, obstruct or retard the direction or flow of drainage.

6. Because Parcels are small and located close together, one Resident's indoor or outdoor lighting may affect other Residents. Under no circumstances shall indoor or outdoor lighting be directed at or toward another Parcel. Residents will use curtains, shades or other window coverings to minimize any potential effect upon neighbors. Outdoor lighting shall be installed so that the beam shines directly down. Pathway lights may be no taller than 18 inches above the ground. Holiday lights must be turned off by 10:00 PM.

7. Residents shall refrain from actions that negatively affect air quality for other Residents on an ongoing or repetitive basis.

#### **G. Parcel Landscaping**

1. Each Homeowner will maintain the landscaping on his or her Parcel. Plants classified as noxious weeds by Washington State or San Juan County may not be used as ground cover.

2. A Homeowner may remove a living tree that was part of the original Wild Rose Meadow landscape design from his or her Parcel only if the Homeowner plants a replacement tree. The Homeowner must coordinate replanting of the original tree with the Grounds Committee. Replanting of the original tree is not required if the tree is diseased or presents a fire or other hazard to life or property; however, the Homeowner will promptly notify the Grounds Committee of the tree's removal.

3. If a Resident wishes to plant vegetation that may affect an adjacent Parcel's access, views or sunlight, such as trees or shrubs that will grow to a height greater than six feet, prior approval by the Homeowner of the adjacent Parcel is required.

4. Organic gardening and landscaping are recommended. If herbicides, fertilizers or pesticides are used, they must be non-toxic.

5. The Homeowner will contact "Call Before You Dig" at 800-424-555 before digging a hole or trench that is deeper than one foot.

#### **H. Wetlands and Wetland Buffer Zones**

1. All Residents share responsibility for the stewardship, monitoring and maintenance of wetlands and wetland buffer zones that were designed in accordance with the wetland mitigation plan approved by the Washington State Department of Ecology. For reference, a site map is posted at [www.opalhomes.org](http://www.opalhomes.org).



2. Wetlands are areas that are inundated or saturated by surface or groundwater at a frequency or duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

3. The East Cluster wetland is a small area between Lot 2 and Lot 3. East Cluster Residents will cut back overgrowth from the wetland that impinges on the adjacent Parcels and pathway.

4. The South Cluster wetland is located to the west of Rosehip Road and includes the pond and the grassy, marshy areas near the bridge. Residents will remove invasive plants, particularly blackberry, tansy ragwort and thistle, at least once per year. Residents will ensure that an adequate number of willows, rushes, sedges are growing in the wetland as specified by the wetland mitigation plan. New plantings and replanting may sometimes be necessary.

5. The South Cluster also includes a wetland buffer zone. The wetland buffer zone surrounds the South Cluster wetland and is planted with native grasses, shrubs and trees. Residents will ensure that native plants are not crowded out by invasive plants such as blackberry, scotch broom, tansy ragwort, thistle and spurge laurel.

6. Work parties may be periodically scheduled to care for the wetlands and wetland buffer zones.

#### **I. Storm Water Management**

1. East Cluster Residents will vacuum pervious asphalt surfaces once per year to remove needles and debris from the two parking areas and the road behind Lots 8, 9 and 10.

2. Perforated pipe is located under the pathways to facilitate storm water drainage. Residents will minimize driving on pathways to avoid compacting the soil and impeding the flow of water through the pathway and into the pipe. (See Section 4.C.8.) Residents will weed and remove debris from the pathways, particularly during the rainy season. Use of distilled white vinegar is permissible. Chemical herbicides such as Round-Up are prohibited.

3. Bioswales have been planted with specific types of grasses to filter the storm water. Bioswales must not be allowed to fill up with silt. Residents will remove weeds and overgrown grasses from the pipe opening to ensure unimpeded water flow.

4. Residents will monitor the outlet control structure, detention tank and all catch basins for sediment build-up, and remove sediment when it threatens to obstruct the outlet drains.

5. Residents will perform other maintenance and monitoring activities as may be necessary to ensure effective storm water management.

#### **J. Noise**

1. Noise control is important for the privacy, well-being and convenience of all Residents.

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 only between the hours of 9:00 AM and 8:00 PM.

3. No Resident or visitor may loudly play or use any musical instrument, radio, television or other sound-producing device between the hours of 10:00 PM and 9:00 AM.

**K. Pets and Service Animals**

1. The Association understands that people love their pets. To facilitate harmony among all Residents, pet owners shall be guided by the following provisions.

2. No household shall have more than two dogs and two cats as pets. If a household moves into Wild Rose Meadow with more than the approved number of pets, the pets will be grandfathered in. When a grandfathered pet dies, it cannot be replaced if it causes the household to exceed the pet limit. Exceptions may be granted by the Board of Directors.

3. A Homeowner will notify neighboring Residents if a visit by a guest with a pet will cause the Homeowner to exceed the pet limit for more than one week.

4. All pets shall be spayed or neutered, and adequately fed, inoculated and exercised.

5. Pets that go outside for any reason on a daily basis are defined as outdoor animals. When they are outside, dogs should be fenced, or under leash or voice control.

6. 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. (See Section 4.D.)

7. Noisy pets must be quieted as quickly as possible.

8. Homeowners are responsible for any damage or annoyance their pets or their guests' pets cause to property, other Residents or the Association.

9. The pet owner, whether a Resident or the guest of a Resident, shall promptly clean up after the pet if it defecates outside of the Resident's Parcel, and regularly remove pet feces from the Resident's Parcel. Since it is difficult to monitor the activities of an outdoor cat, if a Resident is troubled by a cat defecating on his or her Parcel the Resident is advised to contact the cat owner to discuss the problem.

10. Roosters, horses, cows, pigs, goats, sheep, llamas and alpacas are not allowed. Hens are permitted but because hens may present noise and odor issues, the agreement of neighboring Residents is required. The maximum number of hens per household is six.

11. A Resident who is considering owning any outdoor animal other than a dog, cat or hen must seek approval to do so from the Board of Directors. No animal prohibited by State or local law will be permitted at Wild Rose Meadow.

12. 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 a wheelchair, alerting and protecting a person who is



having a seizure, or performing other special duties. Documented service animals are welcome at Wild Rose Meadow, in compliance with the American with Disabilities Act and Washington State Law Against Discrimination. A service animal is not included in the count of a household's pets.

**L. Children**

Children shall be treated by all Residents with respect and positive support. 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.

**M. Tents**

1. A Homeowner may allow a guest to pitch one tent on the Homeowner's Parcel for up to seven days maximum.
2. Tents are not permitted in the playground, community garden and orchard, wetlands, wetland buffer zones or bioswales.
3. A Homeowner whose Parcel is adjacent to a Common Area other than those listed in Section 4.M.2. may allow a guest to pitch one tent in the Common Area provided the Homeowner has notified the Cluster Representatives and obtained the approval of affected Residents.

**N. Business Use**

1. Business use within a home must fall under the definition of a home occupation as specified in the County code. Such a business is permitted as long as it conforms to applicable County, State, and federal regulations. In addition, the home occupation must not adversely impact neighbors, must properly dispose of waste products, and must not entail parking requirements that conflict with Section 4.C. Vehicles and Parking of the CC&Rs.
2. Cottage enterprises, as defined in the County code, are not permitted.
3. Business advertisements may not be displayed on the home's exterior.

**5. CHANGES TO THE CC&Rs**

- A. Changes to the CC&Rs are very important and require the approval of OPAL CLT and careful consideration by all Homeowners.
- B. A Homeowner who wishes to request a change to the CC&Rs shall submit a written proposal to the Facilitator of the Board of Directors ("Facilitator").
- C. The Facilitator shall mail, email or hand-deliver the written proposal to all Homeowners and announce the date, time and location of an initial meeting to discuss the proposal. The meeting will be held within 30 days of the Facilitator's receipt of the proposal.

D. At the meeting, the proposal shall be discussed and considered for adoption or rejection. The Facilitator will facilitate the meeting and the Secretary of the Board of Directors will take minutes.

E. A second meeting, scheduled by the Facilitator, shall be held within 30 days of the initial meeting. During the meeting, the proposal may be formally adopted or rejected by Consensual Agreement of all 34 Homeowners represented in person or in writing.

F. If the proposal is approved by OPAL CLT and all Homeowners, the amended CC&Rs will be recorded by the San Juan County Auditor's office.

G. If the proposal is approved by OPAL CLT and some but not all Homeowners, Homeowners who agree with the proposal will execute the amended CC&Rs and the appropriate documents will be recorded by the San Juan County Auditor's office. Homeowners who do not agree with the proposal will continue to abide by the prior CC&Rs; however, when such Homeowner sells his or her home, the buyer will execute the amended CC&Rs.

## **6. EXCEPTIONS TO THE CC&Rs**

A. An exception to the CC&Rs may be granted under rare or unusual circumstances; however, the granting of an exception shall not constitute abandonment or otherwise render any provision of the CC&Rs unenforceable.

B. A Homeowner who wishes to request an exception to the CC&Rs shall first seek the agreement of the affected neighbors.

C. If the affected neighbors agree, the Homeowner will submit a written proposal to the Cluster Representatives, explaining the request for an exception and documenting the affected neighbors' agreement.

D. The Cluster Representatives will then either put the item on the agenda of the next scheduled Cluster or Association meeting or call a special meeting as needed, noting the nature of the request in the meeting announcement.

E. The Homeowner's written proposal shall be mailed, emailed or hand delivered to all Homeowners along with the meeting announcement at least 14 days prior to the meeting.

F. At the meeting, the Homeowner's proposal shall be discussed and considered for approval or disapproval following the Consensus Decision Making Process outlined in Section 1.7 of the Association By-laws.

G. In an emergency, the Cluster Representatives may consult with the Facilitator of the Board of Directors ("Facilitator") and with the Facilitator's agreement, grant temporary approval of the exception until the Cluster, Association or special meeting is convened. The temporary approval period shall be no longer than four weeks.

## **7. ENFORCEMENT OF THE CC&Rs AND CONFLICT RESOLUTION**



A. 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 in the Association 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 or to request an exception to a provision of the CC&Rs is discussed above in Section 5. Changes to the CC&Rs and Section 6. Exceptions to the CC&Rs.

C. Homeowners understand that any continuing, unresolved disagreement about compliance with the CC&Rs can detrimentally affect other Residents. In the event of a dispute, the following steps will be taken:

1. The affected Homeowners will make reasonable attempts to resolve their 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 6. Homeowners are encouraged to communicate directly and respectfully with each other, either verbally or in writing, and to refrain from drawing other, uninvolved persons into the dispute.

2. If the affected Homeowners are not able to resolve their differences amongst themselves, then the Cluster Representatives will try to assist. Depending upon the nature of the dispute, the Cluster Representatives may initiate a mediation process and select two members of the Board of Directors to serve as mediators. Alternatively, the Cluster Representatives may call a special Cluster meeting in accordance with the Association Bylaws. At the Special Cluster meeting, Homeowners will discuss the dispute and through Consensual Agreement, determine whether and how the Cluster can resolve the dispute.

3. If the dispute cannot be resolved by either the affected Homeowners or the affected Cluster, the Cluster Representatives will refer the dispute to the Board of Directors for resolution.

4. The Board of Directors will discuss the dispute, decide upon the appropriate resolution and enforce compliance with the CC&Rs as necessary. If the Board of Directors determines that a Homeowner is out of compliance with the CC&Rs, the Secretary of the Board of Directors ("Secretary") will draft a notice to the Homeowner for delivery by the Facilitator of the Board of Directors ("Facilitator"). The notice shall clearly state the background, analysis and rationale for the Board of Directors' decision, and the corrective actions, including timelines, to be taken by the Homeowner who is out of compliance. The notice shall further state the consequences for failure to comply, including possible fines. The Facilitator will deliver the notice to the Homeowner via Certified Mail, Return Receipt.

5. If the Homeowner continues to be out of compliance beyond the stated timeline, the Facilitator will issue a second notice. The second notice will include a fine of \$50.00 and will be delivered via Certified Mail, Return Receipt.



6. If the Homeowner continues to be out of compliance 30 days after the second notice, the Facilitator will issue a third notice. The third notice will include a fine of \$250.00 and will be delivered via Certified Mail, Return Receipt.

7. If the Homeowner continues to be out of compliance 30 days after the third notice, the Facilitator will issue a fourth notice. The fourth notice will include a fine of \$500.00 and will be delivered via Certified Mail, Return Receipt.

8. All fines are due within 30 days of written notice.

9. Payment for fines will be deposited into the Wild Rose Meadow Operating Fund.

10. Copies of all notices shall be provided to OPAL CLT, which will, in cases of continuing non-compliance and non-payment, add the amount of the fines to the Homeowner's Lease Fee.

11. In the event the fines go unpaid, OPAL CLT reserves the right to place a lien on the property in question in accordance with the OPAL Ground Lease. The lien shall be enforceable in the manner of Mechanics' and Materialmens' Liens, Chapter 60.04, Revised Code of Washington.

12. If the above process fails to resolve the dispute and/or does not result in satisfactory compliance with the CC&Rs, then the Board of Directors may bring the matter to OPAL CLT or pursue arbitration. Arbitration shall occur in accordance with the rules for commercial arbitration of the American Arbitration Association (or a similar organization) in effect at the time such arbitration is initiated. The arbitrator(s), selected pursuant to such agreed upon rules, shall apply to the issues presented, to the extent not pre-empted by federal law, the laws of the State of Washington with regard to its conflicts of law provisions. The decision and award of the arbitrator(s), including determination of amount of any damages suffered, shall be conclusive, final and binding on such arbitrating parties, their respective heirs, legal representatives, successors and assigns and not subject to appeal except as provided under the laws of the State of Washington relating to appeals of arbitration awards. The award and any judgment upon the award rendered by the arbitrator(s) may include an award to the prevailing party for arbitrators' fees and reasonable attorneys' fees, fees for expert testimony, and for all other expenses of presenting its case, confirming the award, and any costs or reasonable attorneys' fees incurred in any appeal. In the worst case, non-compliance may result in a lien on the property or revocation of the Ground Lease and eviction.

D. If the Cluster Representatives become aware of a situation that potentially involves non-compliance with the CC&Rs, either through direct observation or a report from a Homeowner, the Cluster Representatives will take the following steps.

1. The Cluster Representatives will investigate the situation.

2. If the Cluster Representatives find no evidence of non-compliance, they discuss their findings with the Homeowner who made the report. If the Homeowner disagrees with the Cluster Representatives' findings, he or she may ask the Board of Directors to review the situation and the Cluster Representatives' findings.



3. If the Cluster Representatives determine that a Resident is out of compliance with the CC&Rs, they will discuss their findings with the responsible Homeowner and request his or her cooperation in taking the necessary corrective actions. If the Homeowner disagrees with the Cluster Representatives' findings and declines to take the requested corrective actions, the Cluster Representatives will refer the dispute to the Board of Directors for resolution.

4. The enforcement and conflict resolution process will continue as described above in Sections 7.C.4. through 7.C.12.

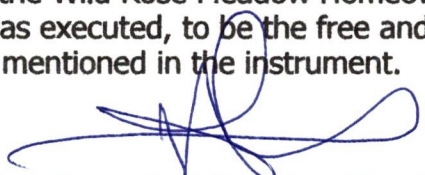
E. Regardless of any other language in this document, the Facilitator may take immediate action to enforce any CC&R provision if the violation presents an immediate threat to health or safety. If the Homeowner does not immediately stop or otherwise correct the violation after being asked to, said Homeowner shall be responsible for reimbursing the Association or OPAL CLT for its costs in correcting the violation plus any fines as outlined in Section 7.C.

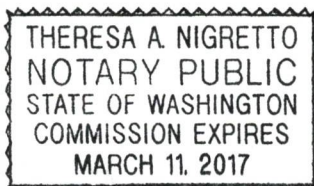
F. The Homeowner shall be liable for all the Association's and OPAL CLT's costs and attorney's fees involved in drafting, filing, enforcing, foreclosing and removing any lien imposed.

  
\_\_\_\_\_  
Carla Jo Stanley, Facilitator

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

I certify that I know or have satisfactory evidence that Carla Jo Stanley is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the Facilitator of the Wild Rose Meadow Homeowners Association on behalf of whom this instrument was executed, to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

  
\_\_\_\_\_



Print Name TERESA A. NIGRETTO  
NOTARY PUBLIC in and for the State of  
Washington, residing at

EASTSOND  
\_\_\_\_\_

My commission expires 3-11-2017