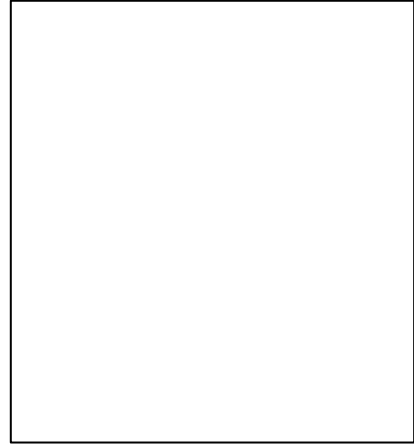


AFTER RECORDING, PLEASE MAIL TO:  
**OPAL Community Land Trust**  
P. O. Box 1133  
Eastsound, WA 98245



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**Covenants, Conditions, and Restrictions for  
Lahari Ridge**

A portion of the Plat of Harbor Uplands, San Juan County, Washington  
On behalf of OPAL Community Land Trust and Circle of the Spirit

Grantor/Grantee: Current and future owners of property in Lahari Ridge, Lots A, B, C, D, E, F, G and I of the Plat of Harbor Uplands and all Common Areas appurtenant thereto.

Current owners: OPAL (Of People and Land) Community Land Trust  
Circle of the Spirit, d.b.a. Lahari Hospice and Respite Care

Real Property Affected: Lots A, B, C, D, E, F, G and I of the Plat of Harbor Uplands, Altered and all Common Areas appurtenant thereto.

These Covenants, Conditions, and Restrictions for Lahari Ridge Members shall be binding for all future property owners of Lahari Ridge, as Lahari Ridge is defined in this document.

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

\_\_\_\_\_  
Elisabeth C. Byers, Executive Director (date)  
OPAL Community Land Trust

\_\_\_\_\_  
Suzi Rose, Administrator (date)  
Circle of the Spirit

Notary signature on page following

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(print name)\_\_\_\_\_

Notary Public in and for the State of Washington  
My Appointment Expires \_\_\_\_\_

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

On this day personally appeared before me Suzi Rose, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that, as Administrator of Circle of the Spirit, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(print name)\_\_\_\_\_

Notary Public in and for the State of Washington  
My Appointment Expires \_\_\_\_\_

## **Covenants, Conditions, and Restrictions for Lahari Ridge**

A portion of the Plat of Harbor Uplands, San Juan County, Washington  
On behalf of OPAL Community Land Trust and Circle of the Spirit

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### **1. INTRODUCTION**

- A. The Lahari Ridge Association is formed to provide for the maintenance of property and assets owned in common by its Members.
- B. 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 Covenants, Conditions, and Restrictions (CC&R's) that apply to each OPAL CLT leasehold property,
- C. OPAL CLT owns six of the parcels that are part of Lahari Ridge 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.
- D. Lahari Hospice and Respite Care Center is a program activity of Circle of the Spirit, a 501(c) (3) non-profit corporation, whose mission is to provide compassionate, quality care to people in the final phases of life, whether they choose to spend their final days at the Lahari Hospice building or at home, or to those persons living with illness and/or debility, helping people to live and die fully with dignity and hope, and supporting their families and loved ones, and;
- E. 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.

**Circle of the Spirit:** The non-profit corporation of which Lahari Hospice and Respite Care is a program activity, and the previous owner of all the property described as Lahari Ridge, and the seller of 6 lots of that property to OPAL CLT.

**Common Area:** Lahari Ridge entrances, roads, driveways, parking lots, pedestrian trails, drainage field, detention basins, vegetative buffers and inter-lot areas, the

community garden, and any other improvements such as fences, sheds, or other buildings held for common use by Members.

**Consensus or Consensual Agreement:** Shall be the process that is defined in the OPAL CLT by-laws.

**Homeowner:** The individual or individuals who own buildings and improvements upon any OPAL CLT Leasehold Lot in Lahari Ridge.

**Lahari Hospice:** The program activity of Circle of the Spirit that is housed on Lot C of the Harbor Uplands Plat and used in these CC&Rs to refer to the appointed representatives of Circle of the Spirit who manage the Lahari Hospice and Respite Care program.

**Lahari Ridge Community:** all occupants of the properties in Lahari Ridge.

**Lahari Ridge:** Lots A, B, C, D, E, F, G and I of the Plat of Harbor Uplands and all Common Areas appurtenant thereto. At the time of adoption of these CC&Rs, lots A and C are owned by Circle of the Spirit, doing business as Lahari Hospice, and lots B,D,E,F, I, and G are owned by OPAL CLT to be leased to Homeowners.

**Land:** That certain real property described as “premises” in the OPAL CLT Ground Lease that applies to Lahari Ridge Leaseholds.

**Leasehold:** A platted residential lot in Lahari Ridge owned by OPAL CLT and Leased to a Homeowner, including its parking spaces.

**Lahari Ridge Member:** A single representative of every legal parcel in Lahari Ridge. Each of the eight Members has one vote. OPAL CLT, as the owner of six of the lots, appoints the Homeowners of each lot as its representative Member for that lot. 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 six lots B, D, E, F, I and G.

**Proxy:** A Member authorized by another Member to represent him or her on a specific issue. A Member may not have a blanket proxy to speak for another Member on all issues.

### **3. MUTUAL AGREEMENTS**

**A. HOMEOWNERS** agree, as a condition of living at Lahari Ridge, to:

1. Abide by and enforce the Lahari Ridge CC&R’s.
2. Take individual responsibility for, and join in the creation of a mutually supportive and respectful Lahari Ridge Community.
3. Preserve and protect the property value and ecological health of Lahari Ridge through the enforcement of these CC&R’s.
4. Participate in the discussions and decision-making processes regarding Lahari Ridge community affairs by scheduling and attending Lahari Ridge community meetings, or through an alternative arrangement with concerned parties. Each Homeowner is to have at least one representative present at Lahari Ridge community meetings.
5. Designate a treasurer to authorize Lahari Ridge expenditures through OPAL CLT.

**B. OPAL CLT** agrees to:

1. Manage and maintain a fund, 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 Lahari Ridge, including roads and pedestrian trails, vegetative and landscape buffers, the water system, drain fields, and community buildings; 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. Preserve and protect the property value and ecological health of Lahari Ridge.
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 Lahari Ridge Community.

**C. LAHARI HOSPICE** agrees to:

1. Contribute to the Lahari Ridge Maintenance fund for water, septic and road improvements.
2. Offer the use of the Lahari Hospice facility for meetings and gatherings when there is no in-house guest.
3. Give twenty-four-hour notice to Members prior to the arrival of a hospice or respite guest arrival.
4. Appoint a representative to attend Lahari Ridge meetings.
5. Attend and participate in Lahari Ridge meetings, unless the topics discussed are solely in the interest of the Homeowners.
6. Join in the creation of a mutually supportive and respectful Lahari Ridge Community.

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

**A. Meetings**

1. Lahari Ridge Community meetings will be held at least quarterly, and all Lahari Ridge Members will be invited to attend and bring any issues of concern regarding Lahari Ridge to the entire group.
2. The Member calling the meeting shall provide a minimum of seven days' notice to all Members for all meetings.
3. Each notice shall include an agenda listing any issues that will be discussed, and shall include time to bring forward any new issues of concern.
4. If a new issue is raised at a meeting that was not on the agenda, it may be discussed, but no action may be taken if all Members are not present.
5. Decision-making will be governed by the process of consensus, as defined and outlined in the OPAL CLT bylaws.

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

1. Upon a Member's request for an exemption from or a change to the CC&R's, the Member requesting the exemption or change shall submit a written proposal to all Members.

2. The written proposal shall be mailed or hand delivered to all Members along with an announcement of a meeting time, date and place a minimum of 14 days prior to said meeting.
3. In order to consider the proposed change, three-quarters of all Members, including at least one representative of Lahari Hospice, shall be represented in person, through proxy, or in writing at the prescribed meeting.
4. At the meeting the proposal shall be discussed and approved or disapproved by consensual agreement.
5. 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, if approved by consensual agreement of all Members.
6. All changes and exceptions to these CC&R's 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. Community Review***

1. Community Review is the process by which issues are discussed and resolved within the Lahari Ridge 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:
  - a. At a meeting called in accordance with these CC&Rs, the Members will attempt to quickly answer any questions that individuals 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.
  - b. Members will reach a decision through consensus.
  - c. Any Member who has a concern about another Member's possible violation of the CC&Rs should follow the process outlined in Enforcement.
  - d. Written records will be kept of all Member meetings and actions and of all communications between the Members concerning the matter at hand.

#### ***E. 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. Lahari Ridge Members understand that any continuing, unresolved violation of these CC&R's can detrimentally affect other Members. In the event of persistent noncompliance, the following steps will be taken.
  - a. The affected Members will make reasonable attempts to resolve differences amicably amongst themselves. 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 subjected to Community Review to achieve consensus, and either compliance with or a change to the CC&R's.
  - c. If the decision is to enforce compliance with the CC&R's, a Member will be appointed to 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, the appointed Member 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**.
  - 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 Lahari Ridge Maintenance Fund managed by OPAL CLT.
  - g. Copies of all notices shall be given to OPAL CLT, which will, in case of continuing non-compliance and non-payment, add the amount of the fines to the Homeowner's lease fee.
  - h. In the worst case, non-compliance may result in revocation of the Ground Lease and eviction.
3. When the above process fails to resolve a conflict and/or does not result in satisfactory compliance with these CC&Rs, then the Members may bring the matter to the OPAL Board.

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## 5. LAHARI RIDGE RESTRICTIONS

**A. Pet Regulations** - *Lahari Hospice has expressed concern about the following issues regarding the pets belonging to Lahari Ridge Homeowners: noise, organic matter, possible conflict with people or other animals, and wildlife preservation. With this in mind:*

1. There is a limit of one dog per household, except that dogs owned by the initial Homeowners of Lahari Ridge will be grandfathered into the neighborhood. However, Homeowners may not replace those individual dogs once they die outside of the process outlined below.
2. New dogs and all outdoor animals must be approved by Member consensus.
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 have necessary inoculations, and be spayed or neutered, with the possible exception of registered show animals and breeders.
5. Dog whelping on the premises is prohibited.
6. 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.
- 7. During the residency of a Lahari Hospice guest, if Lahari Hospice is disturbed by a continually vociferous animal belonging to a Lahari Ridge Homeowner, Lahari Hospice may give a notice to the Homeowner to have the animal quieted or removed from the Lahari property within one hour. If the animal is not quieted or removed from the premises within one hour, it must be permanently removed thereafter, unless agreed to otherwise through Member consensus.**
8. Roosters are prohibited in Lahari Ridge.

9. A maximum of two cats per household is permitted in Lahari Ridge. The only exception is kittens born on-site, which may remain on the premises until they are up to 8 weeks old.

#### **B. Vehicle Regulations**

1. Homeowners are responsible for the care and maintenance of parking spaces belonging to their individual Leasehold. No Member or visitor shall park in any other's assigned space without previous arrangement or permission.
2. No vehicle may be parked at Lahari Ridge for longer than three months unless it is licensed and in operating condition.
3. The parking of boats longer than 16ft in length, trailers, campers, and RV's is prohibited in Lahari Ridge. Kayaks, canoes, rowboats, and sailboats (dinghies) shall be stored out of sight as much as reasonably possible.
4. Vehicle owners must be conscientious regarding their vehicle's noise and exhaust fumes.
5. Cars should not exceed 5mph in driveways and parking lots.

#### **C. Noise Control** – *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.*

1. 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 **9am** and **7pm only**.
2. 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 **9pm or** before **9am**.
3. Lahari Ridge Members shall be particularly sensitive to noise at all times of day and night when a Lahari Hospice guest is in residence.

#### **D. Fencing**

1. All immediate neighbors affected by proposed fencing shall be consulted for mutual agreement.
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 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, Members must notify all other Members of any proposed Addition or Ancillary structure. Any addition or structure that is visible to another Member requires agreement of the affected Member.
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. In an effort to minimize the visual impact on the Lahari Ridge property of the Leasehold homes, OPAL must approve paint/siding colors to be used on OPAL Leaseholds.
  4. No Addition or Ancillary Structures shall exceed the height of the peak of the roof of the original structure.
  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.

#### **F. Landscaping**

1. 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.
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 a Leasehold of any living tree 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. All 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 Lahari Ridge 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. The area originally platted as Lot B of the Harbor Uplands Platt has been reserved by Lahari Hospice for the placement of a Torii and meditation bench. This area will be available to any Member, but may not be altered and must be treated with respect. In addition, Lahari Hospice will build a pavilion and commemorative garden in the Common Area. The construction of this pavilion does not require community approval. Use of the commemorative garden and pavilion for specific dates may be granted to any Member by Lahari Hospice upon request.
4. Common Areas may be used for utility construction or maintenance purposes. The parties involved are responsible for restoring used areas to their prior condition.

5. Use of any Common Areas for social events shall require prior notification and consent of Members, with the exception of Lahari Hospice, which has *a priori* approval for its necessary services and shall give reasonable early notice of any such events to all Lahari Ridge 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.
3. Owing to concerns of Lahari Hospice, dog businesses are not permitted— this includes, but is not limited to, dog sitting, on-site breeding, whelping and the raising of pups, and dog training.
4. Lahari Hospice's use of its property as a temporary residence for individuals in need of hospice or respite care is considered an allowable residential use.

**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 Member consensus.

**K. Water System**

1. Lahari Ridge Members obtain their water through a Class B water system. The Lahari Ridge Community and all of its members are responsible for stewarding this resource and minimizing waste and unnecessary use.
2. The Water Users Agreement for the Lahari Ridge Class B water system was filed on June 16, 2005 with the San Juan County Auditor File # 2005 0616013. Detailed information about the roles and responsibilities of water users is outlined therein.

**L. Septic Systems/Drain Field**

1. Individual Homeowners are responsible, solely, for the maintenance and timely repair of their septic tanks.
2. The drain field is the common responsibility of all Members of Lahari Ridge.
3. No driving or digging on or around the drain field is permitted.
4. All Members are responsible for taking appropriate measures to minimize stress on septic systems and the drain field. This includes notifying all guests of this requirement.

### **M. Propane**

1. Individual propane tanks, their maintenance and supply, are the responsibility of each individual Homeowner, solely. Members must seek neighborhood approval to increase the size of their propane tank.
2. Community tanks, if applicable, shall be the mutual responsibility of all Homeowners, which would include their maintenance, the ordering of propane, the calculating of individual bills, and the timely payment of such bills.
3. 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.
2. Homeowners are limited to four 50 gallon trash and/or recycling cans stored outside on their Leasehold and out of view of other Members.

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

1. OPAL CLT will collect a monthly fee, (as part of its lease fee for Leaseholders, and separately for Lahari Hospice), to pay for the on-going maintenance of shared roadways and parking areas in Lahari Ridge. In the event there are insufficient funds available in the Lahari Ridge road maintenance fund to effect needed repairs, additional fees will be assessed.
2. Members of Lahari Ridge are also parties to the Road Maintenance Agreement for Potlatch Drive and will participate and be assessed accordingly.

### **P. Prohibited Uses and Nuisances**

1. Lumber, metals, bulk materials, refuse, trash or recycling shall be stored out of view of other Members.
2. Porches in view 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 outside the boundaries of any lot or to allow the source of the light to be visible outside the boundaries of the lot.
5. Dog businesses are prohibited on the Lahari Ridge property as set forth in A. *Pet Regulations* and I. *Business Use*.