

FOXHALL SUBDIVISION
Po Box 809 Friday Harbor, WA 98250 360-378-8637
A 53 Lot Residential Development Phase One, Two, & Three
www.DonGalt.com

***ARCHITECTURAL CONTROL
COMMITTEE
A CHECKLIST FOR NEW CONSTRUCTION***

LOT # _____

Date: _____

Name of lot

Owner(s) _____

Telephone # _____ Cell # _____

Email _____

Will the home be built by the owner or a contractor? OWNER /
CONTRACTOR

Name of Contractor _____

Contractor License # _____

Owner(s) Mailing Address _____

Please submit the following along with the signed and completed Protective Covenant Checklist.

1. A site plan showing existing and proposed topography, site improvements, and property lines.
2. Building or new structure plans including exterior elevations.
3. A schedule showing the type, color, and texture of all materials of the proposed construction to be visible from the property line of the lot and adjoining residences.

**The committee will not accept your application without
the above items.**

For Committee Purposes Only	
Original Date received:	
Date Received by plan check member 1:	Initials:
Date Received by Plan check member 2:	Initials:
Date received back by committee Chair:	Initials:
Date Approved/ Rejected:	

PROTECTIVE COVENANT CHECKLIST

B-1 LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. *Conditional Uses as outlined in section 4. D (3) of the Comprehensive Land Use Ordinance of the Town of Friday Harbor are expressly prohibited.*

Owner/Contractor Initials: _____

No building shall be erected, altered, placed, or permitted to remain on any lot other than one *(1) detached single family dwelling not to exceed two and one-half (2 1/2) stories in height from the average elevation of the building site, and a private garage with a minimum width of twenty-two (22) feet inside dimension.*

Owner/Contractor Initials: _____

No outbuilding shall be erected, altered, placed or permitted to remain on any lot other than as provided in paragraph B-7 herein.

B-3 DWELLING COST, QUALITY, SIZE AND COLOR

All dwellings shall have not less than eighteen hundred square feet of enclosed living space excluding the garage.

Size of Home S.F: _____

Owner/Contractor Initials: _____

The enclosed living space shall be either completely finished or have adequate curtains or drapes installed to obstruct visibility into it from the street and neighboring lots.

Exterior finishes shall be natural wood, real brick, real stone, designed block, or an approved equivalent finish. Exterior colors shall be restricted to soft "earth tones" and be approved by the Architectural Control Committee PRIOR to application.

Exterior Finish Material.(TYPE and TEXTURE): _____

Exterior Color: _____

Owner/Contractor Initials: _____

"T-111" or similar single application sheeting shall be allowed only on side yards (adjacent to other homes) and backyards.

Roof materials and colors shall likewise be approved by the Architectural Control Committee PRIOR to application.

Roof Material: _____

Roof Color: _____

Owner/Contractor Initials: _____

Any alterations to approved colors or materials of any exterior surface of approved building or fence must likewise be approved.

B-4 SITE DISTANCE AT INTERSECTION

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular formed by the street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B-5 EASEMENT

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area on each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

B-7 TEMPORARY STRUCTURE, OUTBUILDINGS

No structure of temporary character, trailer, bus, or the like, or tent, shack, garage, barn, or other buildings shall be used on any lot at any time as a residence. No structure of the following type may be constructed or placed on any lot for any purpose at any time: Quonset huts, jamesways, vannigans, trailers or surplus government buildings. No outbuildings of any nature shall be erected, placed or altered on any lot for any purpose unless otherwise permitted under this Declaration and until the construction plans have been approved by the Architectural Control Committee. Non-commercial green houses and storage structures shall be permitted so long as they are approved by the Architectural Control Committee and blend with the surrounding environment. No fuel shall be stored above ground for any aircraft, automobile, boat, or their vehicle. No outdoor television, FM radio or other electronic antenna may be constructed or placed on any lot except with prior authorization by the Architectural Control Committee.

Propane Tanks must be buried.

Owner/Contractor Initials: _____

B-8 SIGNS

No signs of any kind shall be displayed to the public view on any lot except for one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

B-10 GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish or other waste. Trash, garbage, and other wastes shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in an orderly, clean, and sanitary condition, at a location which is out of site from the street, except for an appointed collection day.

B-14 TREES

No living trees larger than six (6) inches in diameter as measured three (3) feet above ground may be removed from any lot without approval of the Architectural Control Committee except for the construction of the principal dwelling and driveway.

Owner/Contractor Initials: _____

No owner shall be permitted to completely clear a lot on which standing trees of size and beauty exist. Space may be cleared to provide for construction, and trees may be thinned so long as maximum natural beauty and esthetic value of the trees retained.

Owner/Contractor Initials: _____

B-15 BUILDING LOCATION [SET BACKS]

Setbacks shall be determined by the Architectural Control Committee in conjunction with the builder, considering overall appearance of the subdivision as well as individual lot topography and home design, provided no unreasonable setback shall be required.

A. No building shall be located on any lot nearer than twenty (20) feet to the front line, or nearer than twenty (20) feet to any side street line. For the purpose of the paragraph the front street shall be the street to which the garage accesses.

B. No dwelling shall be located on any lot nearer than twenty (20) feet from the rear lot line. No building shall be located nearer than five (5) feet from an interior lot line.

Front Setbacks _____ ft Rear Setbacks _____ ft
Left Setbacks _____ ft Right Setbacks _____ ft

C. For the purposes of this Declaration, steps and open porches shall be considered as part of a building.

D. All setbacks shall meet the requirements set forth by the Municipal Code of the Town of Friday Harbor.

Owner/Contractor Initials: _____

B-16 FENCES

No fence shall be erected or placed on any lot between the front lot line and front of the residence. The placement and type of fence shall enhance, rather than detract from the quality of the surrounding neighborhood structures. All fences shall be sealed or stained so as to be weather protected. **Only wood fences shall be permitted. Fences shall be no higher than sixty (60) inches. Posts and supporting members (rails) shall be placed so as to be concealed from the front view and side view.** No chain link fences shall be permitted in the subdivision.

Owner/Contractor Initials: _____

B-18 FRONT YARDS

All land area not devoted to buildings, structures, driveways, walks, off street parking areas, or other permitted site improvement shall be landscaped or covered with lawns, shrubbery, trees, garden bark, landscaping cobbles, or other ground cover approved by the Architectural Control Committee. The owner shall actively maintain and groom all such areas.

Owner/Contractor Initials: _____

D-2 ENFORCEMENT AND PENALTY

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said covenants by the Architectural Control Committee or by any affected person, including any owner, either to restrain violation or to recover damages or both.

Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver by that owner or any other person of the right to do so thereafter.

No construction shall begin until the Architectural Control Committee has approved the proposed construction. A penalty of One Hundred Dollars (\$100.00) per day from the date of beginning thereof until date of removal or of approval of such construction shall be assessed for unapproved construction. Such penalty shall be adjusted upward by the amount of the Federal Consumer Price Index for all Urban Consumers for Seattle with the index for January 1995 equal to 100. Such adjustment shall take place annually on a date set by the Architectural Control Committee. These funds shall be kept in a separate account and used for the enforcement of these covenants.

Owner/Contractor Initials: _____

Plan Review Committee Members

APPROVED/ REJECTED.

Notes or Reason for Rejection:

Signed: _____ Date: _____

APPROVED/ REJECTED

Notes or Reason for Rejection:

Signed: _____ Date: _____

The Foxhall Subdivision Architectural Control Committee on this _____ day of _____, **APPROVES** the plans and specifications that were submitted by: _____ for lot #_____, FOXHALL subdivision, Friday Harbor, Washington. This approval is based on the existing covenants and restrictions recorded on Foxhall subdivision. It is the responsibility of the *Owner/Contractor* to conform to these recorded documents. It shall also be the responsibility of the *Owner/Contractor* to advise any deviation of these submitted plans or specifications to the Architectural control Committee **PRIOR** to construction or change.

Contractor Signature _____ DATE: _____

Owner(s) Signature _____ DATE: _____

Architectural Control _____ DATE: _____