

**DECLARATION OF PROTECTIVE COVENANTS  
FOR  
FOXHALL SUBDIVISION**

A 53 Lot Residential Development Phase One, Two & Three

**PART A-PREAMBLE**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, the undersigned, being all of the owners of Foxhall Subdivision a 53 Lot Residential Development according to Plat thereof recorded in Volume \_\_\_\_\_ of Plats, pages \_\_\_\_\_, records of San Juan County, State of Washington, makes the following declarations as to the restrictions, limitations, and uses for which the lots in the subdivision may be put and specifies that said declaration shall constitute covenants to run with the land as provided by law and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision.

The lots subject to these covenants are described as: Lots 1,2,3 & 7 and Lots 35 through 51 of Phase One, Lot 22 & Lots 26 thru 34 and Lots 52 thru 56 of Phase Two, and future Lots 8 thru 21 and Lots 23, 24, & 25 Phase Three.

The purpose of these covenants is to impose on the land mutually beneficial restrictions under a general plan or scheme of improvement to assure that present and future property owners will have pleasant, sanitary, and safe sites to erect their homes.

**PART B - AREA OF APPLICATION**

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

**B-2 ARCHITECTURAL CONTROL OF CONSTRUCTION**

No dwelling, outbuilding, structure, pen, paving, concrete, or other man-made object shall be erected, placed, or altered on any lot unless the same is otherwise permitted under this Declaration and until the construction plans and specifications, and a plot plan showing the location of the structure to be built thereon, have been approved by the Architectural Control Committee of said subdivision.

The Architectural Control Committee shall review such plans, specifications, and plot plans with regard to (a) quality of workmanship, (b) quality of materials, (c) harmony of external color design with existing structures, (d) location with respect to topography, and (e) finish grade elevations. No fence or wall shall be erected, placed, or altered on

any lot unless similarly approved. Approval shall be as provided in Part C. Construction from identical or similar plans must be modified to the extent that no two (2) houses will be duplicated.

Construction of any structure or alteration to any structure shall be completed within one (1) year after approval by Architectural Control Committee.

The Architectural Control Committee shall be empowered to waive specific requirements if, in it's opinion such waiver does not compromise the general quality of this subdivision.

The Architectural Control Committee shall be empowered to develop any procedure, checklist or other control mechanism that it shall deem necessary to the proper enforcement and administration of these covenants.

### 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. 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. "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. 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-6 NUISANCES

No noxious or offensive activity shall be carried on upon any lot, common area or public right of way lying within the boundaries denoted on the plat, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No vehicle, campers, or other item may be parked on the street in excess of twenty-four (24) hours.

#### 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.

#### 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-9 LIVESTOCK AND POULTRY

No animals, livestock, or fowl of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. No owner shall be permitted to raise, breed, train, or keep, on any lot for any purpose more than three (3) dogs or cats in any combination at one time. All pets shall be restricted to the owners premises and not be allowed to stray at any time.

#### 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-11 WATER SUPPLY

No individual water supply system shall be permitted on any lot. The water for each lot shall be that which is provided by the Town of Friday Harbor.

#### B-12 SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot. Every lot shall use the public sewer disposal system.

#### B-13 OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted on any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

#### 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. 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.

#### 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.
- 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.

#### 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.

### B-17 EXTRA VEHICLES

Inoperable vehicles and parts thereof, including automobiles, or trucks not used at least twice weekly, campers, boats, recreational vehicles, snow machines, or other machinery shall be kept in a garage or other closed structure so that the item is not visible from the street, and adjoining lot, or a neighbor's house.

### 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.

### B-19 SCREENING

All clotheslines, equipment, service yards, wood piles, utility areas, and other unsightly items shall be screened by sight-obscuring fences or screens so as to conceal them from the view of neighboring streets, lots, and residences.

### B-20 OUTSIDE INSTALLATIONS

No outside radio pole, television antennas, or other similar installation of any nature may be installed on the exterior of a building or the roof of a building without first obtaining the approval of the Architectural Control Committee. All fuel storage tanks shall be buried below finish grade.

## **PART C - ARCHITECTURAL CONTROL COMMITTEE**

### C-1 MEMBERSHIP

The original Architectural Control Committee shall initially be composed of Donald A. Galt and Donna F. Galt, or their designee. A majority of the Committee may designate a representative to act for them. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time after the majority of the original members die or resign, the owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee its powers and duties.

## C-2 PROCEDURE

Thirty (30) days prior to the start of any construction, including clearing or grading the site a complete application for review by the Architectural Control Committee shall be delivered to:

**Foxhall Architectural Control Committee  
4066 Beaverton Valley Road  
P.O. Box 2779  
Friday Harbor, Washington 98250  
(360) 378-5822 or Fax 378-6816**

The application shall include lot number, the name, the address, and the telephone number of the lot owner seeking approval and specific plans showing the proposed construction. The materials provided shall include:

- A. A site plan prepared by a Washington Registered Surveyor showing existing and proposed topography, site improvements, and property lines.
- B. Building or structure plans including exterior elevations.
- C. 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.

Within thirty (30) days of receipt of the above, the Committee shall approve or disapprove the proposal. In the event the Committee fails to so notify the applicant within said thirty (30) days, the proposal shall be deemed approved. Notification may be delivered orally, to be followed with a written confirmation. Within fifteen (15) days after completion of the foundation construction, an "as built" survey shall be delivered to the Architectural Control Committee. Further construction is expressly prohibited until the applicant receives written notice from the Architectural Control Committee whether the construction conforms to the "as built" with the plot plan. Committee review does not imply any review or opinion durability, including structural design. Approval of any proposal, shall not constitute any warranty or representation by the Committee as to or create or impose liability or responsibility of the Committee for the quality or sufficiency of the design.

**All materials submitted to the Committee will be retained by the Architectural Control Committee.**

## C-3 PERSONAL LIABILITY

No member of the Architectural Control Committee shall be personally liable for his or her action or inaction while serving as a member of the Committee on Committee business, except for intentional misconduct or unlawful or fraudulent behavior.

## **PART D - GENERAL PROVISIONS**

### **D-1 TERMS**

These covenants shall run with the land and shall be binding on all parties and all persons, claiming under them for a period of twenty five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The owners of a majority of the lots of the subdivision may, by written agreement duly executed and recorded with the said Auditor's office, change these covenants in whole or in part. By purchase of any lot in this subdivision its purchaser covenants and agrees to be bound by these protective covenants in their entirety and to abide by them.

### **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.

### **D-3 SEVERABILITY**

Invalidation of any one of these covenants by a judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

### **D-4 ANNEXATION OF ADDITIONAL PROPERTIES**

Declarant or its successors in interest, may bind additional subdivisions or phases of the same subdivision hereto which shall become subject to these protective covenants. Such additional subdivisions or phases of this subdivision shall not require the consent of any other owners of property subject to these covenants. Such additional subdivisions or phases of this subdivision shall become effective upon the filing of an amendment to these covenants signed by Declarant or its successors or assigns attesting thereto.

