

24.00

245995

FILED OR RECORDED

BOOK OF 1225 FOR

Jeffrey Danielson

'87 AUG 25 AM 9:05

DOUGLAS COUNTY CLERK
WATERVILLE, WASHINGTON

Julie Rose DEPUTY

DESIGN GUIDELINES

FOR

FANCHER HEIGHTS

M 1

VOL 225 PAGE 194

AUG 25 1987

DESIGN GUIDELINES
FOR
FANCHER HEIGHTS

<u>Section</u>	<u>Table of Contents</u>	<u>Page</u>
1.	Philosophy	1
2.	Introduction	2
3.	Design Committee	2
	3.1 Design Committee Membership Organization	2
	3.2 Appointment of Members	2
	3.3 Resignation of Members	2
	3.4 Duties	2
	3.5 Meetings	2
	3.6 Compensation	2
	3.7 Amendment of Design Guidelines	3
	3.8 Non-Liability	3
	3.9 Non-Liability of Committee and Developer	3
	3.10 Incorporation	4
	3.11 Enforcement	4
4.	Review and Approval Process	4
	4.1 Pre-Design Meeting	5
	4.2 Preliminary Submittal	5
	4.3 Preliminary Review	6
	4.4 Final Submittal	6
	4.5 Final Approval	7
	4.6 Construction Permit	7
	4.7 Additional Construction and/or Exterior Design	7
	4.8 Resubmittal of Drawings	7
	4.9 Work in Progress - Inspection	7
	4.10 Final Inspection	7
	4.11 Non-Waiver	8
	4.12 Right of Waiver	8
	4.13 Estoppel Certificate	8
	4.14 Commencement of Construction	8


VOL 225 PAGE 195

5.	Site Development Guidelines	9
	5.1 Building Envelope	9
	5.2 Prohibited Plants	9
	5.3 Site Work	9
	5.4 Parking Spaces	10
	5.5 Site Drainage and Grading	10
	5.6 Entrance Driveways	10
	5.7 Swimming Pools	10
	5.8 Sports/Tennis Courts	11
	5.9 Basketball Hoops	11
	5.10 Address Identification	11
	5.11 Lighting	11
6.	Architectural Design Standards	11
	6.1 No Reflective Finishings	11
	6.2 Building Heights	11
	6.3 Building Sizes	11
	6.4 Roofs	12
	6.5 Colors	12
	6.6 Building Projections	12
	6.7 No Antennae	12
	6.8 Screen Walls	12
	6.9 Service Yard	12
	6.10 No Visible Storage Tanks	12
7.	Construction Regulations	13
	7.1 Builders Bond	13
	7.2 Pre-Construction Conference	13
	7.3 Occupational Safety and Health Act Compliance (OSHA)	13
	7.4 Construction Trailers, Portable Field Offices, Etc.	13
	7.5 Debris and Trash Removal	13
	7.6 Sanitary Facilities	14
	7.7 Vehicles and Parking Areas	14
	7.8 Excavation Materials	14
	7.9 Restoration or Repair of Other Property Damage	14
	7.10 Dust and Noise	14
	7.11 Construction Signage	14
	7.12 Daily Operation	14
8.	Definitions	14

APPENDIX

VER 225 PAGE 196

DESIGN GUIDELINES
FOR
FANCHER HEIGHTS

1. PHILOSOPHY

The philosophy of Fancher Heights is to blend people and structures into a harmonious and aesthetically pleasing community while allowing each property owner to take advantage of the spectacular vistas afforded throughout Fancher Heights.

The site of Fancher Heights is well suited to justify such a philosophy. The several hundred feet of elevation above the general Wenatchee community and the Columbia and Wenatchee Rivers help provide for spectacular city light views as well as wonderful views of the Cascade Mountain range and Mission Ridge area.

These Design Guidelines have been and will be written to implement this philosophy of developing with sensitivity for the preservation and maintenance of the natural environment and terrain. Minimum standards of design, justified by the climate and the terrain, provide direction in the planning, design, and construction of structures to ensure compatibility with that environment.

The purpose of the Design Guidelines is not to create look-alike structures or other improvements, but to ensure that designs are compatible with the site and the overall environment, as well as protect adjacent property owners' views. No improvement should so stand apart in its design construction as to detract from the overall environment of Fancher Heights. Creativity, innovative use of materials and design, and unique methods of construction are encouraged so long as the final result is consistent with individual guidelines and this overall philosophy.

Landscaping will be controlled to integrate well with the natural area, using a combination of indigenous and carefully selected non-indigenous plants. Finally, the goal will be for the appearance and character of all buildings and other improvements to harmonize with and enhance their natural settings rather than contrast sharply with them. Density of development will be carefully controlled in an effort to preserve substantial open spaces and view corridors.

The Design Guidelines will be implemented by a Design Committee. The goal of the Committee will be to review and approve building plans expeditiously at as little cost as possible and not to discourage home builders.

VGL 225 PAGE 197

2. INTRODUCTION

Each Parcel within Fancher Heights is unique in terms of its natural opportunities and constraints. In order to take full advantage of those attributes, each Parcel will require different approaches in design and construction. It is the intent of the development Philosophy, and the architectural standards and design restrictions set forth in these Design Guidelines to preserve, protect and enhance the natural environment and terrain of Fancher Heights. These Guidelines apply only to the exterior appearance of the Residences.

3. DESIGN COMMITTEE

3.1 Design Committee Membership Organization. The Committee will consist of three members. Each member will hold office until such time as he or she has resigned or been removed, or until his or her successor has been appointed as set forth herein or in the Declaration of Covenants, Conditions, Restrictions, and Easements for Fancher Heights ("Declaration").

3.2 Appointment of Members. Members of the Committee will be appointed as provided in Paragraph 9.1 of the Declaration, which in substance provides for the Developer to appoint the Committee at least until the Transition Date, as defined in the Declaration.

3.3 Resignation of Members. Any member of the Committee may at any time resign from the Committee upon written notice delivered to Developer or to the Association, whichever then has the right to appoint and remove members.

3.4 Duties. It shall be the duty of the Committee to consider and to act upon such proposals or matters as from time to time are submitted to it pursuant to these Design Guidelines, to perform such other duties as from time to time are delegated to it by the Declaration or the Owners' Association, as defined in the Declaration, and to amend the Design Guidelines or the design guidelines for any parcel when, and in the manner, deemed appropriate or necessary by the Committee to further the philosophy of Fancher Heights or the practical necessities of making Fancher Heights an outstanding and successful community.

3.5 Meetings. The Committee shall meet from time to time as necessary to properly perform its duties. The vote or written consent of a majority of the members shall constitute an act by the Committee. The Committee should keep and maintain a record of all action taken by it at such meetings.

3.6 Compensation. Unless authorized by the Association, the members of the Committee shall not receive any compensation for services

VGL 225 PAGE 198

rendered. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Committee function or duty. Professional consultants retained by the Committee shall be paid such compensation as the Committee determines.

3.7 Amendment of Design Guidelines. The Committee may, from time to time and in its sole discretion, adopt, amend, and repeal by unanimous vote, rules and regulations to be incorporated into these Design Guidelines which, among other things, interpret, supplement, or implement the provisions of these Guidelines. All such rules, regulations, or amendments, as may from time to time be adopted, amended, or repealed, should be appended to and made a part of these Design Guidelines, and shall have the same force and effect as if they were set forth in, and were a part of, the applicable Guidelines. Each Owner is responsible for obtaining from the Committee a copy of the most recently revised Design Guidelines, and should inquire if any substantive amendments to the Guidelines have been adopted since the most recent printing of the Guidelines. Changes in the Guidelines made after a review and approval process has begun shall not apply to that particular process.

3.8 Non-Liability. Neither the Committee nor any member thereof shall be liable to the Association or to any Owner or other Person for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of any drawings or specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved drawings and specifications; (c) the development or manner of development of any property within Fancher Heights; or (d) the execution and filing of an estoppel certificate, whether or not the facts therein are correct; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith. Without in any way limiting the generality of the foregoing, the Committee, or any member thereof, may, but is not required to, consult with or hear the Association or any Owner or other Person with respect to any drawings, or specifications, or any other proposal submitted to it.

3.9 Non-Liability of Committee and Developer. Neither the Committee, any member thereof, nor the Developer, or their respective successors or assigns, shall be liable in damages to anyone submitting drawings or specifications to them for approval, or to any Owner or other Person by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any drawings or specifications. Every Owner or other person who submits drawings or specifications to the Committee for approval agrees, by submission of such drawings and specifications, that he will not bring any action or suit against the Committee, any member thereof, or the Developer to recover damages. Approval by the Committee, any member thereof, or the Developer shall not be deemed to be a representation or warranty that the Owner's drawings or specifications or the actual construction of a Residence or other improvement comply with

applicable governmental ordinances or regulations. It shall be the sole responsibility of the Owner or other person submitting drawings or specifications to the Committee or performing any construction to comply therewith.

3.10 Incorporation. The provisions of the Declaration applicable to Design and Landscape Control are incorporated herein by reference, and control over the provisions herein in case of conflict. Capitalized terms used herein, but not defined herein, shall have the same meaning as in the Declaration.

3.11 Enforcement. These Design Guidelines may be enforced by the Committee, the Association, or Developer as provided herein or in the Declaration.

4. REVIEW AND APPROVAL PROCESS

In order to assist each Owner in the planning and designing of his Residence to take full advantage of the unique opportunities of his Lot, a comprehensive design review process administered by the Design Committee has been established. This provides an opportunity for the Owner to draw upon expertise and knowledge which has been acquired during the planning and development of Fancher Heights. Under the Declaration, the Design Committee is charged with the responsibility of maintaining the standards set forth in these Design Guidelines. As provided in these Design Guidelines, the Design Committee has the authority to issue all formal approvals or disapprovals of projects, and enforce these Design Guidelines.

In general, the design review process is divided into five phases: the Pre-Design Meeting, the Preliminary Submittal, the Final Submittal, the Construction Permit, and the Final Inspection.

It is strongly recommended that an Owner retain competent professional services for planning and design. A thorough analysis and understanding of a particular Lot and the Owner's special needs and the skill to translate this into building form, as well as the ability to convey to the Design Committee the concept and design of a proposed Residence or other improvement, are all important elements of the design review process.

The design review process was developed to provide adequate checkpoints along the way, in an effort to minimize time and money spent on designs which do not adhere to these Design Guidelines or to the overall philosophy of Fancher Heights, and attempt has been made to streamline this process to eliminate excessive time delays. Nevertheless, each Owner is himself responsible for complying with the Design Guidelines, and all other applicable provisions of the Declaration, as well as all rules and regulations of any

VGL 225 PAGE 200

governmental authority, in order to bring the design review process to a speedy and satisfactory conclusion.

The Design Committee will conduct reviews of projects during their regular meetings or at such other times as they deem appropriate. Owners, Architects, or Builders shall have the right to attend any meeting of the Committee. The Committee will respond in writing no later than thirty (30) days after a submittal is completed. Results of reviews will not normally be discussed over the telephone by the Committee with an Owner or his Architect or Builder. Any responses an Owner may wish to make in reference to issues contained in the Design Committee's notice following review of submittals should be addressed to the Design Committee in writing.

The following is a procedural walk-through of the review and approval process.

4.1 Pre-Design Meeting. To initiate the review and approval process prior to preparing any drawings for a proposed improvement, it is necessary that the Owner and/or his Architect meet with a representative of the Design Committee to discuss the proposed Residence and to explore and resolve any questions regarding building requirements or interpretation of the Design Guidelines. This informal review is to offer guidance prior to the initiation of preliminary design. An appointment for the Pre-Design Meeting should be made at least one week in advance.

4.2 Preliminary Submittal. Preliminary drawings, including all of the exhibits outlined below, must be submitted to the Design Committee after the Pre-Design Meeting.

4.2.1 Preliminary Submittals shall include:

(a) A site plan at the same scale as the survey showing the location and areas of the Residence and all other buildings or major structures, driveways, parking areas, patios, pools, walls, proposed utility service facilities and routes, site grading including existing and proposed contours and topographic features such as washes, rock outcroppings and existing trees and major shrubs to be retained and to be relocated, and elevations of all building floors, patios, and terraces, shown in relation to site contour elevations.

(b) Roof Plan and Floor Plans (at no less than 1/8" = 1'). Roof plans should show areas of flat and sloped roofs and all roof mounted equipment such as air conditioning units, if permitted, and solar collectors.

VGL 225 PAGE 201

(c) Exterior elevations of all sides of the Residence, at the same scale as the floor plans, with both existing and proposed grade lines shown and all exterior materials and general colors indicated.

(d) A Design Review Fee in an amount specified by the Design Committee.

(e) Any other drawings, materials, or samples required by the Committee.

4.2.2 All accessory improvements contemplated on the Lot must be shown on the Preliminary Submittal.

4.2.3 To assist the Design Committee in its evaluation of the Preliminary Submittal, the Owner shall, if requested, provide preliminary staking at the locations of the corners of the Residence or major improvement and at such other locations as the Committee may request.

4.3 Preliminary Review. After the posting and comment period and any staking of the Lot, the Preliminary Submittal will be deemed complete. The Design Committee will then review the submittal for conformance to these Design Guidelines and provide a written response to the Owner.

4.4 Final Submittal. After preliminary approval is obtained, the following documents are to be submitted to the Design Committee for final approval.

4.4.1 Final Submittals shall include:

(a) Complete construction documents for the Residence, including all data noted in Section 5.2.1, Paragraphs (a), (c) and (d), building sections as required to illustrate the building, all utility locations, electric meter and transformer locations, any adjustments to locations and/or areas of the Building Envelope or the Residence, and locations and manufacturer's catalog cuts of all exterior lighting fixtures.

(b) Descriptions of all exterior materials and colors, and window and glass specifications. Samples of the materials shall be supplied if requested.

(c) A complete landscape plan at the same scale as the site plan, showing areas to be irrigated, locations and sizes of all existing and proposed plants and any decorative features such as pools or imported rocks, and a list of all proposed plants.

VOL 225 PAGE 202

(d) An approximate time schedule indicating approximate dates for starting and completion of construction, utility hook-up, completion of landscaping work, and anticipated occupancy data.

4.5 Final Approval. Upon receipt of the complete Final Submittal, the Design Committee will review the submittal for conformance to these Design Guidelines, and to any preliminary approval stipulations and provide a written response to the Owner within fourteen (14) days.

4.6 Construction Permit. Securing of a building permit is the responsibility of the Owner and/or Builder. Construction shall be in accordance with the Final Submittal approved by the Design Committee.

4.7 Additional Construction and/or Exterior Changes. Any changes to the approved drawings before, during, or after the construction of an improvement must first be submitted for review to the Design Committee.

4.8 Resubmittal of Drawings. In the event of disapproval by the Design Committee of either a Preliminary or a Final Submittal, any resubmission of drawings must follow the same procedure as the original submittal.

4.9 Work in Progress - Inspection. The Design Committee may inspect all work in progress and give notice of non-compliance if found. Absence of such inspection and notification during the construction period does not constitute approval by the Design Committee of work in progress or of compliance with these Design Guidelines or the Declaration.

4.10 Final Inspection.

4.10.1 Upon completion of any Residence or other Improvement for which final approval was given, the Owner shall give written notice of completion to the Design Committee.

4.10.2 Within such reasonable time as the Design Committee may determine, but in no case exceeding twenty (20) days from receipt of such written notice of completion, it may inspect the Residence and/or Improvements. If it is found that such work was not done in strict compliance with the approved Final Submittal, it shall notify the Owner in writing of such non-compliance with thirty (30) days of its receipt of the Owner's notice of completion, specifying in reasonable detail the particulars of non-compliance, and shall require the Owner to remedy the same.

4.10.3 If, upon the expiration of thirty (30) days from the date of such notification by the Design Committee, the Owner shall have failed to remedy such non-compliance, the Design Committee shall notify the Owner, and may take such action to remove the non-complying improvements as is

provided in these Design Guidelines or the Declaration, including without limitation, injunctive relief or the imposition of a fine.

4.10.4 If, after receipt of written notice of completion from the Owner, the Design Committee fails to notify the Owner of any failure to comply within the provided period following the Design Committee's inspection, the Improvements shall be deemed to be in accordance with the approved Final Submittal.

4.11 Non-Waiver. The approval by the Design Committee of any drawings or specifications for any work done or proposed, or in connection with any other matter requiring such approval under these Design Guidelines or the Declaration, including a waiver by the Committee, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar drawing, specification, or matter whenever subsequently or additionally submitted for approval.

4.12 Right of Waiver. The Design Committee reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion, for good cause shown, but not to the prejudice of a member while building is in progress.

4.13 Estoppel Certificate. Within thirty (30) days after written demand therefor is delivered to the Design Committee by any Owner, and upon payment thereof to the Design Committee of a reasonable fee from time to time to be fixed by it, the Design Committee shall record an estoppel certificate executed by any two of its members, certifying with respect to any Lot of said Owner, that as of the date thereof either (a) all improvements and other work made or done upon or within said Lot by the Owner, or otherwise, comply with these Design Guidelines and the Declaration, or (b) such improvements and/or work do not so comply, in which event the certificate shall also (1) identify the non-complying improvements and/or work and (2) set forth with particularity the cause or causes for such non-compliance. Any purchaser from the Owner or mortgagee or other encumbrancer shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, the Design Committee, Developer, all Owners and other interested Persons, and such purchaser, mortgagee, or other encumbrancer.

4.14 Commencement of Construction. Upon receipt of approval from the Design Committee, the Owner shall satisfy all conditions thereof and commence the construction, reconstruction, refinishing, alterations, or other work pursuant to the approved drawings within one year from the date of such approval. If the Owner shall fail to comply with this paragraph, any approval given shall be deemed revoked unless, upon the written request of the Owner made to the Design Committee prior to the expiration of said one-year period and upon a finding by the Design Committee that there has been no change in

VCL 225 PAGE 204

circumstances, the time for such commencement is extended in writing by the Design Committee. The Owner shall, in any event, complete the construction, reconstruction, refinishing, or alteration of the foundation and all exterior surfaces (including the roof, exterior walls, windows, and doors) of any improvement on his Lot within one year after commencing construction thereof except when, and for so long as, such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, or natural calamities. If Owner fails to comply with this paragraph, the Design Committee may notify the Association of such failure and the Association, at its option, shall either complete the exterior in accordance with the approved drawings or remove the improvement and the Owner shall reimburse the Association for all expenses incurred in connection therewith.

5. SITE DEVELOPMENT GUIDELINES

5.1 Building Envelope. The Building Envelope is the portion of each Lot within which all Improvements must be built. An appropriate Building Envelope has been or will be identified for each Lot based on the natural features of the Lot, views, relationship to adjacent building envelopes, and topography. Some modifications to the Building Envelope may be permitted by the Design Committee upon an Owner's application, as part of the design review process. The Building Envelope acts as a limit beyond which no construction activity may take place or materials be stored. Since the Building Envelope is a maximum conceptual allowable building area, screen walls, berms or other landscape elements will not be permitted arbitrarily, or without relation to other elements of the Residence, to delineate Building Envelope borders.

5.2 Prohibited Plants. Plant materials with characteristics which are potentially destructive to indigenous plants by reason of profuse and noxious pollen, excessive height, weed-like characteristics of excessive growth, and similar traits are prohibited.

5.3 Site Work. While the natural topography varies considerably from Lot to Lot, the following general limitations will apply in the absence of special circumstances justifying exceptions as may be approved by the Design Committee:

- (a) Cut and fill may not be exposed following completion of construction;
- (b) No change in natural or existing drainage patterns for surface waters shall be made upon any Lot that could adversely affect another Owner;
- (c) Retaining walls and other walls not directly supporting a building structure, except screen walls, shall not exceed eight feet (8') in height, measured from the lowest natural grade adjacent to the wall. The

VCN 225 PAGE 205

appearance of such walls over six feet (6') in height must be softened by landscaping with trees or large shrubs. Screen walls may not exceed four feet eight inches (4'8") in height measured from natural grade in the manner described above for retaining walls.

In the event of any violation of (a) or (b) above, the Design Committee or the Association may cause the Lot to be restored to its state existing immediately prior to such violation. The Owner of such Lot shall reimburse the Design Committee and the Association for all expenses incurred by them in performing their obligations under this paragraph. The Design Committee shall have the right to require complete or partial restoration of cut areas.

5.4 Parking Spaces. Each Residence shall contain parking space within the Lot for at least two automobiles in an enclosed garage either attached to or detached from the main structure of the Residence. A minimum of two (2) additional parking spaces should be provided to accommodate guest parking. No on-street parking will be permitted for residents' vehicles. Views of guest parking areas from adjacent Lots, streets, or public spaces must be mitigated and diffused by screen walls or a combination of screen walls and landscaping. Walls shall be between thirty-six inches (36") and forty-eight inches (48") high. Landscaped berms may also be used. No exterior storage of recreational vehicles or boats will be permitted.

An area will be set aside called "Recreational Vehicle Storage" in which property owners will be allowed to store all recreational vehicles and boats.

5.5 Site Drainage and Grading. Site drainage and grading must be done with minimum disruption to the Lot. Surface drainage shall not drain to adjoining Lots or open spaces except as established by natural drainage patterns, nor cause a condition that could lead to offsite soil erosion on open spaces. It is the intent of these Guidelines to discourage excessive cut and fill. Any alterations to washes carrying fifty (50) cubic feet per second or more resulting from a 100-year storm may require special consideration for approval by the Committee.

5.6 Entrance Driveways. Driveways shall be a maximum of twenty-two feet (22') wide at the property line and shall intersect the street at a minimum angle of sixty (60) degrees and in such a way as not to interfere with drainage in the street right-of-way.

5.7 Swimming Pools. Swimming pools, if any, should be designed as being visually connected to the Residence through walls or courtyards, and must be screened from view from adjacent Lots, streets and public spaces.

W 7
VOL 225 PAGE 206

5.8 Sports/Tennis Courts. Sports/tennis courts may be installed on any Lot subject to approval by the Design Committee.

5.9 Basketball Hoops. Basketball hoops and backboards may be installed on any Lot subject to approval by the Design Committee.

5.10 Address Identification. Individual address identification devices for each approved Residence may be installed by the Lot Owner. Such devices must utilize the same materials and colors as the Residence and must reflect its design character. No "unique" identification devices will be permitted. No additional signage detached from the Residence will be permitted, except temporary construction signs or other signs as permitted by the Declaration and approved by the Design Committee. The Design Committee may, in the future, require installation of uniform address identification devices for all Lots, including Lots with previously constructed identification devices.

5.11 Lighting. An overall lighting plan for Fancher Heights will be designed with the goal of creating a unified, natural effect which will not interfere or compete with the dramatic nighttime panorama of views, surrounding mountains and the valley below. Any additional lighting on individual Lots must be approved by the Design Committee and will be approved only if it is limited to a small area within the Building Envelope, is of low intensity, and does not result in excessive glare. Special lighting regulations may also be established by the County.

6. ARCHITECTURAL DESIGN STANDARDS

The following architectural standards have evolved in response to climatic and aesthetic considerations at Fancher Heights.

6.1 No Reflective Finishes. No highly reflective finishes except glass and door hardware shall be used on any exterior surfaces.

6.2 Building Heights. Building heights in Fancher Heights shall not exceed any County restrictions, impair the views of other members or be in sharp contrast to other Residences. These Design Guidelines are intended to discourage and/or prevent any Residence or other structure which would appear excessive in height when viewed from a street, public space, or other lot, and/or which would appear out of character with other Residences because of height. The Design Committee shall approve or disapprove building heights on an individual basis based upon these Guidelines.

6.3 Building Sizes. It is expected that Residences will contain at least 2,500 square feet of living area; however, small Residences may be approved by the Design Committee if, in its opinion, the design would not

VCL 225 PAGE 207

result in a Residence which would be out of character with the other Residences.

6.4 Roofs. Since roofscapes will form an important part of the visual environment, they must be carefully designed. Dominant roof colors such as white, black and red and reflective roof surfaces are prohibited. Materials such as shakes and tile are encouraged. Composition and metal roofs are prohibited. Roof mounted mechanical equipment is prohibited unless in the judgment of the Design Committee, it does not adversely affect views from streets, other Lots, or public spaces. When permitted, such equipment must be screened from view from streets, other Lots, or public spaces.

6.5 Colors. Colors must be muted tones chosen to blend with the natural colors of the vegetation and mountains as seen from a distance. Since Residences at Fancher Heights will be seen from above and from great distances, color should be chosen to blend rather than to contrast with the Residence's surroundings. Darker, rather than lighter colors are preferred and may be required. Subdued accent colors may be used subject to Committee approval on an individual case basis. Stains are preferred.

6.6 Building Projections. All projections from a building including, but not limited to, chimney caps, vents, gutters, downspouts, utility boxes, porches, railings, and exterior stairways shall match the color of the surface from which they project, unless otherwise approved by the Design Committee. All building projections must be contained within the Building Envelope.

6.7 No Antennas. There shall be no antennas of any sort either installed or maintained which are visible from Neighboring Property, except as expressly permitted by the Design Committee.

6.8 Screen Walls. Screen walls should be a visual extension of the architectural design of the Residence. The colors of walls must conform to the same color standards described in Section 7.5 of these Design Guidelines.

Finish materials on all building walls and screen walls must be continued down to finish grade, thereby eliminating unfinished foundation walls.

6.9 Service Yard. All above-ground garbage and trash containers, clotheslines, mechanical equipment, and other outdoor maintenance and service facilities must be screened by walls from other Lots, streets, or public spaces.

6.10 No Visible Storage Tanks. All fuel tanks, water tanks, or similar storage facilities shall either be shielded from view by walls or

VOL 225 PAGE 208

structures or shall be located underground with all visible projections screened from view.

7. CONSTRUCTION REGULATIONS

The following Construction Regulations should be made a part of the construction contract documents for each Residence or other Improvements on a Lot. All Builders and Owners shall be bound by these Regulations and any violation by a Builder shall be deemed to be a violation by the Owner of the Lot.

7.1 Builders Bond. To guarantee that these Regulations are adhered to, each Builder, before beginning any construction, shall post a cash bond in the amount of \$2,000.00 with the Design Committee. Should it become necessary for either the Design Committee or the Association to remedy any violation of these Regulations, the costs of such remedy will be charged against the bond. The requirement for the bond may be waived by the Design Committee.

7.2 Pre-Construction Conference. Prior to commencing construction, the Builder may be required to meet with a representative of the Design Committee to review construction procedures and to coordinate construction activities.

7.3 Occupational Safety and Health Act Compliance (OSHA). All applicable OSHA and WISHA regulations and guidelines must be strictly observed at all times.

7.4 Construction Trailers, Portable Field Offices, Etc.. Any Owner or Builder who desires to bring a construction trailer, field office, or the like to Fancher Heights shall first apply for and obtain written approval from the Design Committee. To obtain such approval he shall submit a copy of the architect's site plan with proposed locations of the construction trailer or field office, the portable toilet, and the trash receptacle noted thereon. Such temporary structures shall be removed upon completion of construction.

7.5 Debris and Trash Removal. Trash and debris shall be removed from each construction site frequently and not be permitted to accumulate. Lightweight material, packaging, and other items shall be covered or weighted down to prevent their being blown off the construction site. Builders are prohibited from dumping, burying, or burning trash anywhere on Fancher Heights except as expressly permitted by the Design Committee. During the construction period, each construction site shall be kept neat and clean, and shall be properly policed to prevent it from becoming a public eyesore or affecting other Lots or any open space. Unsightly dirt, mud, or debris resulting from activity on each construction site shall be promptly removed and the general area cleaned up.

VOL. 225 PAGE 209

7.6 Sanitary Facilities. Each Builder shall be responsible for providing adequate sanitary facilities for his construction workers. Portable toilets or similar temporary toilet facilities shall be located only within the Building Envelope or in areas approved by the Design Committee. See Section 8.4 for the required submittal.

7.7 Vehicles and Parking Areas. Construction crews shall not park on, or otherwise use, other Lots or any open space. All vehicles shall be parked so as not to inhibit traffic.

7.8 Excavation Materials. Excess excavation materials must be hauled away from Fancher Heights.

7.9 Restoration or Repair of Other Property Damage. Damage and scarring to other property resulting from construction operations, including, but not limited to, open space, other Lots, roads, driveways, and/or other improvements will not be permitted. If any such damage occurs, it must be repaired and/or restored, promptly at the expense of the Builder.

7.10 Dust and Noise. The Builder shall be responsible for controlling dust and noise, including without limitation music, from the construction site.

7.11 Construction Signage. Temporary construction signs shall be limited to one sign per site not to exceed six square feet of total surface area. The sign shall be free standing and its design within the Building Envelope and location shall be subject to disapproval by the Design Committee.

7.12 Daily Operation. Daily working hours for each construction site shall be from 7:00 a.m. to 7:00 p.m., unless other hours are designated in writing by the Design Committee.

8. DEFINITIONS

Unless the context otherwise specifies or requires, the following words or phrases, when used in these Design Guidelines, shall have the following specific meanings. Terms used herein which are defined in the Declaration shall have the meanings specified therein.

8.1 "Architect" means a person appropriately licensed to practice architecture or landscape architecture in Washington.

8.2 "Association" means the Fancher Heights Owners Association, as defined in the Declaration.

8.3 "Board" means the Board of Directors of the Association.

VCE 225 PAGE 210

- 8.4 "Builder" means a person or entity engaged by an Owner for the purposes of constructing any improvement on the Owner's Lot. The Builder and Owner may be the same person or entity.
- 8.5 "Building Envelope" means that portion of a Lot, as described in Section 6.1, which encompasses the area of the Lot upon which a Residence may be constructed.
- 8.6 "Compound" means the grouping or clustering of two or more Lots, in accordance with the Declaration, into one replatted Lot with commonly owned amenities but individually owned Residences, not exceeding the same number of single-family dwellings as the number of Lots which are grouped.
- 8.7 "County" means Douglas County, Washington.
- 8.8 "Declaration" means the Declaration of Covenants, Conditions, Restrictions and Easements as amended from time to time.
- 8.9 "Developer" means Fancher Heights Associates, a partnership.
- 8.10 "Excavation" means any disturbance of the surface of the land (except to the extent reasonably necessary for planting of approved vegetation), including any trenching which results in the removal of earth, rock or other substance from a depth of more than twelve (12) inches below the natural surface of the land, or any grading of the surface.
- 8.11 "Fill" means any addition of earth, rock or other materials to the surface of the land, which increases the natural elevation of such surface.
- 8.12 "Lot" means a subdivided Lot or other building site as shown on the plat of record.
- 8.13 "Owner" means the Owner (as defined in the Declaration) of a Lot. For the purposes herein, the Owner may act through his designated agent, provided that such agent is authorized in writing or by law to act in such capacity.
- 8.14 "Design Guidelines" means the restrictions, procedures and regulations relating to Fancher Heights as adopted and enforced by the Design Committee, and as amended from time to time by it.
- 8.15 "Design Committee" means the Design Committee established pursuant to the Declaration.
- 8.16 "Residence" means any building or buildings, including any garage or other accessory building used for residential purposes, constructed

on a Lot, and any Improvements constructed in connection therewith. Unless otherwise defined, "Residence" shall mean a single-family residence.

8.17 "Structure" means anything constructed or erected on a Lot, the use of which requires location on the ground or attachment to something having location on the ground.

8.18 "Visible from Neighboring Property" means that an object or activity on a Lot which is or would be in any line of sight originating from any point six feet above any other property, including other Lots.

FANCHER HEIGHTS ASSOCIATES

By *Jeffrey S. Rhodes*
JEFFREY S. RHODES, Managing Partner

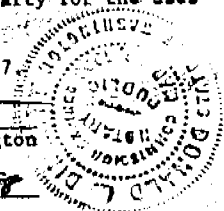
STATE OF WASHINGTON)
) ss.
COUNTY OF Chelan)

I certify that I know or have satisfactory evidence that JEFFREY S. RHODES signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the MANAGING PARTNER of FANCHER HEIGHTS ASSOCIATES to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 20th day of Aug 1987.

[Signature]
NOTARY PUBLIC, State of Washington

My Commission Expires: 3/22/88



M
VOL. 225 PAGE 212

AUG 25 1987

APPENDIX

APPROVALS CHECKLIST

Pre-design Meeting

Preliminary Submittal

- Site Plan
- Survey of Lot
- Roof plan and floor plans
- Exterior elevations
- Design Review Fee
- Posting Lot for other Owner inspection of submittals
- Preliminary approval from Design Committee

Final Submittal

- Complete construction documents
- Time schedule for construction, utility hook-up and landscaping
- Sample of all exterior materials, colors, and glass specifications
- Landscaping plan
- Exterior lighting plan and lighting fixture cuts
- Final approval by Design Committee

Building Permit

- Upon completion of above steps, a copy of working drawings approved by the Design Committee is one of the required submittals.

Construction Regulations

- Builder must, if required, meet with a representative of the Design Committee prior to commencement of construction.
- Approval from the Design Committee must be obtained prior to bringing in any construction trailer, field office, etc.
- Builder must post builders bond
- Final inspection by Design Committee

Final Inspection Certificate

- Issued by the Design Committee upon completion of construction and all required inspections

VOL 225 PAGE 213