

DRIFTWOOD KEY CLUB
PROTECTIVE COVENANTS¹

Applicable to:

Driftwood Key

First through Twelfth Additions

Park Addition

("sub-divisions")

Preamble Appears in all sub-divisions:

The following covenants and restrictions shall run with the above described land and shall be binding on all parties and all persons claiming under them for a period of 25 yrs. from date these covenants were recorded after which time said covenants and restrictions shall be automatically extended for successive periods of 10 yrs. unless an instrument signed by a majority of the then owners (each owner to have the number of votes equal to the number of lots owned) has been recorded agreeing to change said covenants in whole or in part.

1st Covenant Appears as paragraph 1 in all sub-divisions, except the Sixth Addition:

The following residential area covenants in their entirety shall apply to the sub-division above described.

Appears as paragraph 1 in the Sixth Addition:

The following residential area covenants shall apply to the sub-division above described, except those lots zoned commercial in Lot 10.

2nd Covenant Appears as paragraph 2 in all sub-divisions [with reference to the appropriate sub-division], except the Sixth Addition:

All of the lots in the plat of [sub-division] shall be designated as "residence lots". A building site shall consist of at least one such resident lot or more as shown on said plat herein.

¹ The covenants, current as of February 15, 2008, are being provided in an integrated form for convenience of use. Certain formatting, grammatical, and typographical changes have been made to the covenants as recorded with the Kitsap County Auditor. For the precise wording of the covenants applicable to any lot, please refer to the recorded plat for the appropriate sub-division and all recorded amendments to that plat.

Appears as paragraph 2 in the Sixth Addition:

All of the lots in this plat except those lots zoned commercial in Lot 10, shall be designated as "residence lots." A building site shall consist of at least one such lot or more as shown on said plat herein.

3rd Covenant Appears as paragraph 3 in Driftwood Key and the First, Second, and Park Additions [with reference to the appropriate sub-division]:

No building or structure shall be erected, constructed, maintained, or permitted upon the property of [sub-division] except upon a building site as hereinabove defined, and no building or structure shall be erected, constructed, maintained, or permitted on a building site, other than a single family detached dwelling, except that appurtenances to any dwelling house such as private garages, private shop building, gardenhouses, pergolas, conservatories, or similar structures, architecturally in harmony therewith and of permanent construction, may be erected within the building limits hereinafter set forth; except that during the construction period a temporary workshop and material and tool storage building may be located upon said tract.

Appears as paragraph 3 in the Third through Twelfth Additions [with reference to the appropriate sub-division]:

No building or structure shall be erected, constructed, maintained, or permitted upon the property of [sub-division] except upon a building site as hereinabove defined, and no building or structure shall be erected, constructed, maintained, or permitted on a building site, other than a single family dwelling, except that appurtenances to any dwelling house such as private garages, private shop building, gardenhouses, pergolas, conservatories, or similar structures, architecturally in harmony therewith and of permanent construction, may be erected within the building limits hereinafter set forth; except that during the construction period a temporary workshop and material and tool storage building may be located upon said tract.

4th Covenant Appears as paragraph 4 in Driftwood Key and the First, Second, and Park Additions and as paragraph 13 in the Third through Twelfth Additions:²

No building shall be erected, placed or altered on any lot until construction plans and specifications and plan showing location of structure have been approved by the "Architectural Control Committee", as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade

² In a typographical error, the 5th Addition refers to "No business shall be erected" rather than "No building shall be erected."

elevation. Approval shall be as provided in paragraphs 14 and 15.

5th Covenant Appears as paragraph 5 in Driftwood Key and the First, Second, and Park Additions:

No dwelling shall be permitted on any lot with ground floor area of the main structure, exclusive of open porches and garages, less than 600 square feet.

Appears as paragraph 4 in the Third through Twelfth Additions:

No dwelling shall be permitted on any lot with ground floor area of the main structure, exclusive of open porches and garages, less than 900 square feet.

6th Covenant Appears as paragraph 6 in Driftwood Key and the First, Second, and Park Additions and as paragraph 5 in Third through Twelfth Additions:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, except during period of construction, either temporarily or permanently.

7th Covenant Appears as paragraph 7 in Driftwood Key and the First, Second, and Park Additions and as paragraph 6 in the Third through Twelfth Additions:

The work of construction of all buildings and structures shall be prosecuted diligently and continuously until such building and structure are fully completed and painted. All structures should be completed as to external appearance, including exterior painting, within 8 months from the date of commencement of construction, unless prevented by causes beyond the owners control.

8th Covenant Appears as paragraph 8 in Driftwood Key and the First Addition:

No fence or hedge or boundary wall situated anywhere on any lot shall be higher than 6 ft. above the finished ground surface on the ground on which said fence is situated, nor shall any fence, wall or mass planting of any kind be placed between the street line and the building set-back line.

Appears as paragraph 8 in the Second and Park Additions and as paragraph 7 in the Third through Twelfth Additions:

No fence or hedge or boundary wall situated anywhere on any lot shall be higher than 6 feet above the finished ground surface on the ground on which said fence is situated, must be aesthetically pleasing, and must be

approved by the entire Architectural Control Committee.

9th Covenant Appears as paragraph 9 in Driftwood Key and the First, Second, and Park Additions and as paragraph 8 in the Third through Twelfth Additions:³

No noxious or undesirable thing or undesirable or illegal use of the property shall be permitted on said property or in said addition. The construction of spite or nuisance wall, hedge, fence or tree shall be prohibited on said property.

10th Covenant Appears as paragraph 10 in Driftwood Key and the First, Second, and Park Additions and as paragraph 9 in the Third through Twelfth Additions:

No trash, ashes, or other refuse may be thrown or dumped on any lot of said plat. No building material of any kind shall be placed or stored upon any lot until the owner is ready to commence construction and the building materials shall be placed within the property line of the building site upon which said structure shall be started and shall not be placed in the streets.

11th Covenant Appears as paragraph 11 in Driftwood Key and the First, Second, and Park Additions and as paragraph 10 in the Third through Twelfth Additions:

No animals or pets may be kept in violation of zoning ordinances and in any case no swine, sheep, goats, or poultry shall be kept on any lot. Also, no pets shall be permitted to run at large.

12th Covenant Appears as paragraph 12 in Driftwood Key and the First, Second, and Park Additions and as paragraph 11 in the Third through Twelfth Additions:

No sign of any kind may be permanently displayed to public view on any lot, except one professional sign of not more than 72 square inches bearing only the name and occupation of the occupant of the premises; or one sign per lot of not more than 5 square feet advertising property for sale or rent or sign used by builder and/or realtor, to advertise property during construction and sales period.

13th Covenant Appears as paragraph 13 in Driftwood Key and the First, Second, and Park Additions, and as paragraph 12 in the Third, Fourth, Fifth, Seventh, Eighth, Tenth, and Eleventh Additions [with reference to the appropriate sub-division]:

³ In some sub-divisions, the term "undesirable" is spelled as "undesireable" and the phrase "shall be prohibited" is changed to "shall not be permitted."

No business shall be conducted from any lot of [sub-division] except that dressmaking, baby-sitting, music teaching, or similar activity or profession may be conducted by a resident of the household, provided that the privacy of adjoining householders is not disturbed. This is not to be construed to permit barber shops, beauty shops, or other service type businesses to be operated in the sub-division. During the period of development and sale of the sub-division, the developer may permit one firm to maintain a real estate and insurance office in a dwelling or upon a lot in the sub-division so as to facilitate and sales of a property in that area. This right to maintain a real estate and insurance office shall terminate upon sale of the lots in "Driftwood Key" and additions thereto.

Appears as paragraph 12 in the Sixth, Ninth, and Twelfth Additions [with reference to the appropriate sub-division]:

No business shall be conducted from any residential lot of [sub-division] except that dressmaking, baby-sitting, music teaching, or similar activity or profession may be conducted by a resident of the household, provided that the privacy of adjoining householders is not disturbed. This is not to be construed to permit barber shops, beauty shops, or other service type businesses to be operated in the sub-division. During the period of development and sale of the sub-division, the developer may permit one firm to maintain a real estate and insurance office in a dwelling or upon a lot in the sub-division so as to facilitate and sales of a property in that area. This right to maintain a real estate and insurance office shall terminate upon sale of the lots in "Driftwood Key" and additions thereto.

14th Covenant Appears as paragraph 14 in all sub-divisions:

Concurrent with any sale or other transfer of ownership of title of any lot, the transferor is requested to provide the Board of Trustees of Driftwood Key Club with the name(s) and address(es) of the transferee(s). For the purpose of this Covenant 14, the meaning of the term "transferor" shall include, but not be limited to, a grantor under a deed to convey title, a seller under a real estate contract, or a party who assigns a purchaser's interest (assignor) under a real estate contract.

15th Covenant Appears as paragraph 15 in Driftwood Key and the First Addition:

The Trustees of the "Driftwood Key Club" shall act as the "Architectural Control Committee." The Trustees' approval or disapproval as required in the covenants shall be in writing. In the event the Trustees or their designated representatives fail to approve or disapprove within 30 days after plans and specifications have been submitted to them, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Appears as paragraph 15 in the Second through Twelfth and Park Additions:

The Trustees of the "Driftwood Key Club" shall act as the "Architectural Control Committee." The Trustees' approval or disapproval as required in the covenants shall be in writing. In the event the Trustees or their designated representatives fail to approve or disapprove within 45 days after plans and specifications have been submitted to them, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

16th Covenant Appears as paragraph 16 in all sub-divisions:

If the parties hereto, or any of them or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said sub-division to prosecute any proceedings at law or in equity against person or persons violating or attempting to violate any such covenants and to prevent him or them from so doing or to recover damages or other dues for such violation.

17th Covenant Appears as paragraph 17 in the Second Addition:

No shoreside covered structures shall be built outside the line of high tide.

18th Covenant Appears in the Park Addition:⁴

Various detailed provisions in the recorded original contract between the developer, Park Development Co., and the initial lot owners. These provisions relate to: installation and transfer to a public water district or non-profit corporation of a water system; assignment of the contract subject to approval of Driftwood Key Club; the contract being subject to the payment of annual maintenance dues of the Club; and, the lots being subject to charges and assessments of the Club.

⁴ The granting deed states that the above terms are set forth in the contracts of sale between Park Development Co. and the purchasers of lots in the Park Addition.