

ARCHITECTURAL CONTROL COMMITTEE

RULES AND REGULATIONS

of

DRIFTWOOD KEY CLUB

DRIFTWOOD KEY CLUB

ARCHITECTURAL CONTROL COMMITTEE RULES AND REGULATIONS¹

INTRODUCTION

The authority and responsibility of the Architectural Control Committee are contained in the Protective Covenants, Articles of Incorporation, and the Bylaws of the Driftwood Key Club.

The object of these rules is to allow development of a community where the placement of dwellings and adjacent structures on the property of the members blends with the topography in a manner to allow reasonable access to available views within the community.

Responsible planning is essential to achieve these goals and with the diverse ideas presented by membership, it is essential that certain guidelines be known and used.

These are not constraints on the rights of the membership, but are intended to provide protection of the rights of the minority; to preserve and enhance the values of the community, and ensure conformity with applicable regulations.

The Articles of Incorporation, Article II, Paragraph II, in describing the purpose of the Corporation and responsibilities of the Board of Trustees, is quoted in full for the information and guidance of all who would use this document:

"To approve and/or disapprove, as provided by restriction, conditions and covenants affecting said property, plans, specifications for and/or location of fences, walls, poles, dwellings and/or structures to be erected or maintained upon said property or any portion thereof; to approve or disapprove the kind, shape, height, and materials for same and/or the plan indicating the location thereof of their respective building sites and such grading plans as may be required, and to issue permits for the same; to pay any and all expenses and charges in connection with the performance of any of said powers or the carrying out of any of said purposes; to **supervise** construction of any buildings or structures to the extent deemed necessary by the Board of Trustees and to establish rules therefore."

The Architectural Control Committee consists of all members of the Board of Trustees.

These rules and regulations may be amended by members of Driftwood Key Club as defined in Bylaw Article X-1.

¹ The Rules and Regulations are current as of February 15, 2008.

DRIFTWOOD KEY CLUB
ARCHITECTURAL CONTROL COMMITTEE
RULES AND REGULATIONS

GENERAL REGULATIONS

ALL CONSTRUCTION

All buildings, docks, ramps, floats, piling, bulkheads and construction of any kind at Driftwood Key shall comply with the Architectural Control Committee Regulations and the Protective Covenants which are an inseparable part of title to properties in Driftwood Key. In the event of any of the Driftwood Key Club regulations conflict with any provision of the Protective Covenants, the Protective Covenants shall control.

It is the sole responsibility of the person submitting plans (i.e., "the petitioner") to ensure that all construction shall comply with the applicable building codes of Kitsap County in effect on the date any application is filed with the Architectural Control Committee.

Application for a Kitsap County building permit, or other applicable permits, shall be made only after building plans have been approved by the Architectural Control Committee and the Board of Trustees.

Proposals for docks, ramps, floats, piling, bulkheads must be approved by the Architectural Control Committee prior to application of permits and plans from US Army Corps of Engineers and Kitsap County.

Procedures for submitting plans are contained in Driftwood Key Club Bylaw Article VI-8.

DWELLINGS and STRUCTURES

Quoting Bylaw Article VI-8 "Plans for new construction of any kind, remodeling, or additions to structures to be erected or fabricated upon building sites within the Driftwood Key Club development shall be submitted in duplicate for action to the Architectural Control Committee by certified mail or in person at the business office of the club at reasonable hours during the day."

The date of receipt noted on the certified mail receipt by the Driftwood Key Club representative shall be deemed the date the plans are received by the Club. If the plans are submitted in person, then the Driftwood Key Club representative shall issue a receipt in duplicate, noting the date the plans were received. The receipt is to be signed by the person submitting the plans and the person authorized by the Board of Trustees to receive the plans. The second copy of the receipt shall be given to the person submitting the plans. The original shall be filed with the club's records.

Plans which are disapproved shall be date-stamped, stamped disapproved, and signed by the Architectural Control representative authorized to disapprove such plans and returned to the member submitting them with a brief statement as to why the plans were disapproved."

1. **These procedures are binding** on the Driftwood Key Club and the petitioner. Prior to locating, erecting, or building any structure, including outbuildings, and **including any excavating**, filling or grading of any kind on any lot in Driftwood Key, the petitioner will:

A. Submit detailed plans and specifications to provide the following **enclosures**

- 1) Name and address of owners, plus architect and contractor, if any.
- 2) Property identification (block, lot, address)
- 3) Plot plan showing exact location of existing structures, if any, and the proposed structure.
- 4) Survey - Applicant must provide a certificate of elevations prepared by a certified surveyor when submitting building plans to the Architectural Control Committee.
- 5) A scale cross-section drawing of the lot which will show location of the house (or structure) in relation to "average lot grade" and showing the exact height of roof peak above "average lot grade." Average lot grade is to be determined per the method and sample sketch, which is provided as Enclosure 1.
- 6) General construction data: floor plan, dimensions and/or square

footage.

7) Elevations

- B. Stake the four corners of the lot.
- C. Place stake indicating point of "average lot grade."
- D. Stake all corners of the dwellings or structure to be erected.
- E. Post marker on the lot clearly visible from the road, which shows the name, and lot number of the petitioner.

2. Unless proposed plans and specifications are either **approved or disapproved within 45 days (30 days for Driftwood Key and the First Addition)** after filing thereof with the **Architectural Control Committee**, the plans and specifications as submitted shall be deemed approved. Plans and specifications submitted less than 10 days prior to the next Board of Trustees meeting might not be acted upon at the next Board meeting. No variation from submitted plans and specifications shall be permitted without written approval of the Board of Trustees. **There shall be no variation from:**

- A. Height restriction except as noted in Paragraph 5.
- B. The extension of eaves as noted in Paragraph 9.
- C. Structure location on lot according to approved plans.
- D. All new residences will have a minimum square footage of 900 square feet (600 square feet for Driftwood Key and the First Addition) as noted in Protective Covenants.
- E. All new residences will allow parking space for two cars.

3. In considering plans and specifications, including location of structures, the **Architectural Control Committee** shall consider the following:

- A. Quality and workmanship of materials.
- B. Harmony of external design and finish with the topography and existing structures.
- C. The effect which the proposed structure or alterations will have on other building sites and the views therefrom; it being the duty of the Architectural Control Committee to give maximum protection to such views which may be reasonable under the circumstances.
- D. All other factors, which the Architectural Control Committee may in its sole discretion, deem to affect the desirability or suitability of the

proposed structure or alteration.

- E. Confirm, by checklist, compliance with all rules and regulations, Bylaws and Covenants including height, average grade of lot, square footage of building. All plans shall be reviewed and approved in writing by at least two members of the Architectural Control Committee before being submitted to the Board of Trustees for final action. Majority vote by the Board of Trustees at a meeting at which a quorum is present is required for final approval.

4. The **Board of Trustees** may grant **variances** from strict application of these regulations except as noted in Paragraph 2, provided such variance will not abridge the rights of other lot owners and are necessary for the petitioner to have full use and enjoyment of his property.

5. Structure Height

a. No dwelling or other structure shall **exceed 23 feet in height**, as measured from the average ground level of the lot to the peak of the roof. In those outer perimeter areas of Driftwood Key along Vista Key Drive Road to Olympic View Drive to Hood Canal Drive and those lots abutting the Shorewood community on the outer perimeter of Bay Street, the Kitsap County height restriction shall prevail.

b. For lots located in the Flood Zone as defined by attachment 1 to these ACC Rules "average ground level" shall mean the measured average ground level adjusted to be equal to the Federal Emergency Management Authority, FEMA minimum first floor elevation provided that no event shall such adjustment exceed one foot.

6. The **23 feet height restriction** can be changed by a majority vote of the membership at the annual membership meeting, or special meeting called for that particular purpose.

7. All structures shall meet the standards of construction as established by Kitsap County, and every dwelling shall have a permanent continuous block or poured concrete foundation extending below the frostline and at least 6 inches above grade, except that on sloping uplands, piers and permanent skirting may be permitted subject to written approval of the Board of Trustees. All structures shall be constructed of new material.

8. The work of construction of **all dwellings and structures** shall be **prosecuted diligently** and continuously until such buildings and structures are **fully completed and painted**. All structures shall be completed as to external appearance, including exterior painting, **within 8 months** from the date of commencement of construction.

9 All dwellings in Driftwood Key shall have a minimum of **16 inches of roof overhang**, including gutters.

10. All property owners shall have the obligation to provide **proper maintenance** of individual properties, including care of lawns, landscaping and painting. Continued failure to maintain properties in accordance with reasonable standards, after property notice has been given, may justify remedial action by the Board of Trustees.

11. **Landscaping** shall be provided on each developed lot in all open areas not required for circulation or parking and shall stress lawn or ground cover. Flowering native shrubs and deciduous trees are considered to be desirable supplements.

No native trees or landscaping shall be planted or maintained which will interfere with reasonable **access to available views within the community**.

12. **Fences, hedges, walls, and plantings** - 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. No fence, wall or mass planting of any kind shall be placed between the street line and the building set-back line (Driftwood Key and the First Addition). Any fence or hedge or boundary wall be aesthetically pleasing, and must be approved by the entire Architectural Control Committee (Second through Twelfth and the Park Additions).

13. No yard shall be used for **storage** or unserviceable vehicles, appliances, furniture or unsightly litter.

14. All permanent utility wires shall be **underground** on all properties.

15. 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.

16. 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.

DOCKS and BULKHEADS

1. There shall be no structure of any kind including docks, ramps, floats, piling, or bulkhead constructed on Driftwood Key tidelands without **permission** of the Board of Trustees.
2. A careful examination of the use of the waterways is essential **prior** to securing permission from the Board of Trustees and **prior** to securing permits.
3. Submit a **general** proposal of specifications with the following:
 - A. name and address of owners
 - B. property identification (addition, block, address)
 - C. a map showing proposed private dock location within the waterways
 - D. approximate dock, length and height

THE HIGHEST PROJECTION OF THE DOCK SHALL NOT EXCEED THE HIGHEST ELEVATION OF THE PROPERTY

1. Structures (piers, floats, docks, ramps) may extend over Driftwood Key tidelands up to 100 feet from the "staked line" or 60 feet from the property line, **except** in those areas where traffic lanes and open waterways, as described in the plan for use of inner bay, restrict said distance, or where such length would encroach on another property owner.
2. You must stay within the **extended property line** into the DK waterways.
3. **Approval** for construction of docks, ramps, floats, piling, and bulkheads on tidelands within Driftwood Key will/may proceed when proposals are approved by U.S. Army Corps of Engineers, State Fisheries, Kitsap County and other pertinent permits are secured for marine structures.
4. **A lease shall be drawn** up between Driftwood Key Club and the lot owner prior to start of any dock construction over Driftwood Key Club tidelands. A copy of the Master Plan for the Inner Bay is on file at the Club office for reference.
5. **NO BOATHOUSES WILL BE PERMITTED.**

PRIVATE DOCKS

PERMISSION AND FINAL APPROVAL

REGULATIONS FOR MARINE STRUCTURES ARE IN ARCHITECTURAL RULES

PERMISSION to construct marine docks, ramps, or floats on your lot and Driftwood Key waterways is given by the DK Board of Trustees after careful review of proposed use of waterways.

You must follow the waterways rules for maximum extension for a dock not to exceed 100' from the staked line or 60' from the waterfront property line.

Additional length may be approved by the Board of Trustees.

You must stay within the extended property line into the DK waterways.

FOR PERMISSION TO BUILD YOU MUST SUBMIT TO THE BOARD OF TRUSTEES A GENERAL PROPOSAL OF **EXPECTED LOCATION** of the construction on your lot in relation to the 60' maximum extension into the waterways.

APPROVAL of marine construction plans and lot locations is provided by US Army Corps of Engineers, the State Fisheries, and Kitsap County.

PERMITS must be obtained from the above agencies by the your builder/contractor or yourself.

MODULAR and MANUFACTURED HOMES

Modular and manufactured homes which would need to be transported into Driftwood Key shall be in accordance with factory specifications and shall be sold direct from the factory or factory representative to the lot owners and shall be adhere to the Architectural Control Rules for constructing a residence.

The Architectural Control Committee may inspect the building prior to transport to Driftwood Key.

The member applying for such installation shall reimburse the Driftwood Key Club for expenses involved in such inspection.

HOUSE TRAILERS -- MOBILE HOMES

Plans for **house trailers**, including structures commonly known as **mobile homes**, will not be approved (see Protective Covenant Number 6). Mobile homes are defined as follows: a factory fabricated dwelling originally designed with such features as a chassis or steel frame so that it may be transported on highways, whether or not it is demobilized or attached to the ground. A mobile home is further defined by utility companies as requiring a plug-in panel or pedestal for hook-up of electrical service.

DISAGREEMENTS

1. In the event of a disagreement over **determining height, grade elevation of structures, length of dock, location of dock as pertains to encroachment on adjoining property**, or other architecture disputes, only data developed by professional personnel licensed to perform in that capacity will be accepted by the Board of Trustees as a condition of approval.

2. Should the Board not agree with the data developed by the petitioner's licensed personnel, then an independent agency of like professional expertise will be hired at Club expense to either verify or deny data provided on behalf of the petitioner, and the decision of the Club's expert will be binding upon the parties.

3. Should Driftwood Key Club employ counsel to enforce any of the Rules and Regulations within the Covenants, Articles of Incorporation or Bylaws of Driftwood Key Club, all costs incurred in such enforcement, including reasonable attorneys' fees, shall be paid by the owner violating same, and Driftwood Key Club shall have a lien upon such lot to secure payment of any such account.

ACC CONTRACT

Name (Hereinafter "Owner") _____

Addition _____ Block _____ Lot _____

RECITALS:

WHEREAS: Owner desires to construct a house or other structure within the Driftwood Keys Club (DKC) Subdivision as set out above and in the attached plans, and

WHEREAS: The Owner must obtain the approval of the DKC Architectural Control Committee of all building and site plans prior to the commencement of any construction by Owner pursuant to the DKC Covenants and Bylaws, and

WHEREAS: The DKC Architectural Control Committee must approve all building and site plans prior to commencement of construction pursuant to the DKC Covenants and Bylaws, and

WHEREAS: Owner desires to obtain the approval of Owner's building and site plans by the DKC Architectural Control Committee, and

WHEREAS: Submitting and complying with this Contract is a condition precedent to obtaining the DKC Architectural Control Committee (hereinafter ACC) approval of Owner's building and site plans,

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The DKC Articles of Incorporation, Covenants, Bylaws, Architectural Control Committee Rules are by this reference hereby incorporated herein as part of this contract as if set out in full.
2. Owner hereby certifies that Owner has read the DKC Articles of Incorporation, Covenants, Bylaws, Architectural Control Committee Rules and this Construction Contract and hereby covenants and agrees to strictly adhere to the Articles of Incorporation, Covenants, Bylaws, Architectural Control Committee Rules and this Construction Contract. Owner further agrees that the Covenants, Bylaws Architectural Control Committee Rules and this Construction contract are in force and applicable to this project.
3. The Owner understands and agrees that the ACC has the discretion to make final, conclusive, and binding determinations on all matters as regards to the approval of the building and site plans.
4. Owner agrees not to commence construction or erect, place or alter any structure on any lot until construction plans and specifications and plans showing location and height of the structure to be constructed have been approved by the ACC,

which approval includes, but is not limited to the quality of workmanship and materials, harmony of external design with existing structures and as to its height and location with respect to topography and finish grade elevation. Owner agrees that the maximum height of the finished structure will not exceed 23' above the surveyed hub in grade. (Except as stated in ACC Rules and Regulations Item 5 Perimeter Areas allow 35 feet.)

5. Owner understands and agrees that the ACC approval of Owner's plans and Owner's compliance with the covenants and this contract are required by the DKC homeowners association to assure that views, property values and the community character are maintained for the benefit of all members of the association.
6. **Compliance Deposit Requirement:** As security for the Owner's full and faithful performance of the work in accordance with the approved plans and specifications, Design Guidelines, and any terms and conditions set forth in the ACC's approval, or in this contract the Owner hereby agrees to provide to the DKC a Compliance Deposit or Bond. The Compliance Deposit shall be required only on projects with construction cost greater than or equal to \$15,000 and shall be a sum equal to 2% of the estimated cost of construction of the improvement, as set forth in the application for a building permit submitted to Kitsap County or other applicable authority. In the event that the work to be performed consists solely of work that does not require a building permit then the amount of the Compliance Deposit shall be in an amount equal to 2% of the estimated cost of the work on projects of greater than \$15,000 as mutually agreed upon between the Owner and the ACC or, in the absence of contract, as set forth in a verified statement of the Owner's architect, engineer, or contractor performing the work. No deposit is required for those projects of less than \$15,000.

7.0 **Compliance Deposit Use and Return:**

- 7.1 The purpose of the Compliance Deposit is to reimburse the DKC for any costs or expenses incurred in enforcing the Owner's obligations under provisions of this Contract, the ACC Rules, the Covenants, By Laws, and Articles of incorporation. Costs and expenses shall include but not be limited to legal, administrative, engineering, and surveying and also any associated with any completion or preservation efforts that the DKC may elect to take. DKC shall not be obligated to under take any action to complete or preserve the project and Owner shall remain fully responsible for the project.
- 7.2 Return of Compliance Deposit bond or cash deposit as security for the Owner's full and faithful performance.
 - a. Any part of the Compliance Deposit **not** used by the ACC shall be released and returned to the Owner within 30 days after the issuance of a Certificate of Occupancy, the Certificate of Compliance will not be issued

until the Certificate of Occupancy has been issued. . Issuance of the Certificate of Compliance is intended only as an indication of compliance with the requirements of this contract and shall not be construed as a representation as to the quality, safety or suitability of the construction or any aspect thereof.

- b. If a cash deposit was used as the Compliance Deposit it will be return from the trust account with interest earn at the prevailing rate at the bank of DKC's choosing.

7.3 The DKC is hereby authorized to apply the Compliance Deposit in any manner authorized under this Section. If the amount of the Compliance Deposit is not sufficient to cover all costs and expenses associated with all areas of noncompliance by the Owner, the DKC may apply the Compliance Deposit in a manner which, in the DKC's discretion, best mitigates the effects of the deficiencies, DKC shall not be held responsible/liable for non-completion or non-compliance or failure to identify same for any reason.

- 8. Owner hereby agrees and understands that the ACC has the right to withdraw its approval at any time if Owner is found to not be in compliance with the Covenants and Bylaws or this Contract. If the Owner is found to be not in compliance and the ACC withdraws its approval, Owner agrees to immediately correct non-complying construction in a timely manner after receipt of written notice of non-compliance from the ACC.
- 9. Owner hereby agrees to release, indemnify, hold harmless and defend the ACC, it's Chairman, any person acting for the ACC, DKC and the Board of Trustees of DKC from any claims resulting from any action taken pursuant to the provisions of this Contract, ACC Rules, Covenants, or By Laws, including but not limited to approval or disapproval of any plans or specifications, monitoring construction progress, entering the construction site, interfacing with any contractor associated with the project and enforcing the provisions of this Contract, ACC Rules, Covenants and By Laws.
- 10. Owner hereby provides consent and waives any claim of trespass for the ACC Chairman/members or any member of the DKC Board of Trustees and persons acting for any of the fore going to enter onto the Owner's construction site and to interface with any contractors working on this project for the purposes of determining whether or not the construction project fully complies with the terms of this contract. The ACC Chairman and the DKC Board of Trustee's shall not be required to provide advance notice to the owner or the contactor. This consent shall terminate once Owner has obtained an occupancy permit from Kitsap County for building of their home/project
- 11. This Contract and the approval of the ACC are only valid if the construction has begun within 12 months of Board Approval.

12. **DKC agrees to:**

- a. Receive and review Owner's drawings and site plans and notify Owner of approval or disapproval within the time specified in 13 below.
- b. In the event of disapproval, specify the nature of the reason for the disapproval including the Contract, ACC Rules, Bylaws or Covenant that have not been met review and discuss owners proposed remedies.
- c. Answer questions regarding the ACC Rules.
- d. Notify owner in writing of any nonconformities found during or after construction
- e. Discuss with Owners resolution of any disputes.
- f. Issue a Certificate of compliance at the conclusion of the construction.

13. The Parties agree that, provisions of the Covenants notwithstanding, the ACC will approve or disapprove the plans and specifications submitted to them within 45 (30 for Driftwood Key and the First Addition) calendar days of the date of receipt. In the event that the ACC has neither approved nor disapproved the plans or specifications within such period, such plans and specifications will be deemed approved.

14. Owner agrees to comply with the requirements of the ACC Check-Off sheet, which is attached here to. The hub stake placement in accordance with the survey shall not be moved until the building has passed its height check or upon written approval by the ACC. If the hub is moved during construction the hub it will be replaced by the surveyor at the owner's expense. It is the owner's responsibility to maintain the integrity of the hub stake location

15. **Notice:** Any notice required to be given hereunder shall be deemed sufficiently given if sent by regular mail to the following address of any party hereto.

Owner	Active		Contractor	Active	
Address			Address		

**DriftwoodKeyClub
P.O.Box299
Hansville, WA 98340**

16. **Binding on Heirs:** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors, representatives, receivers, trustees and assigns of those parties.
17. **Facsimile Transmission:** Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the parties will confirm facsimile transmitted signatures by signing an original document.
18. **Authority:** If the parties signing this contract are other than individuals, they hereby warrant that they are authorized to bind the named parties to the terms of this contract. If any party to this contract is a Native American, that party hereby waives any issues or claims of Sovereign Immunity.
19. **Time:** Time is of the essence of this contract.
20. **Enforcement:** If any part of this Contract is found to be invalid it shall not affect the remainder of the Contract. In the event either party to this Contract shall seek to enforce this contract or any duties or obligations arising out of this Contract by legal proceedings, then the prevailing party shall be entitled to an award of reasonable attorney fees and costs for enforcement of this Contract. This Contract shall be construed in accordance with, governed by, the laws of the State of Washington. Venue and Jurisdiction for any suit filed to enforce this Contract shall be in Kitsap County Superior Court.

OWNER and CONTRACTOR certify that they have read the Driftwood Key Club Articles of Incorporation, Covenants, Bylaws, and Architectural Control Committee Rules this Building Contract and Check Off List and agree and covenant to strictly adhere to the Covenants and this Contract.

Dated this ____ day of _____ month, _____ year.

Owner _____

Signature _____

Contractor _____

Signature _____

Driftwood Key Club

Signature _____

Title: _____

ACC Check Off Sheet

Owner hereby initialed and submits for approval by the ACC the following documents:

- _____ A. Two (2) complete sets of plans (one set will be returned)
- The plans must include an elevation or section drawing, which shows, in detail, the overall height of the structure as it is to be sited in relation to the average lot grade,
- _____ B. A certified survey report from a licensed surveyor with a certificate of elevations showing:
- All corner elevations
- Average lot grade
- A roof elevation house plan that clearly shows the average lot grade stake (hub), as established by a licensed surveyor, in relation to the top of roof dimensions
- _____ C. A dimensioned plot plan showing the exact location of any existing structure, the proposed structure and all drainage systems.
- _____ D. Requirements **Owner** and **General Contractor/Builder** agree to adhere to:

OWNER HAS INITIALED EACH OF THE FOLLOWING REQUIREMENTS AND AGREES TO STRICTLY ADHERE TO EACH AND EVERY RULE

- _____ 1. Lot corners have been staked by Licensed Surveyor and are visible on the lot.
- _____ 2. Average lot grade has been staked by Licensed Surveyor and is visible on lot during the entire construction process.
- _____ 3. All corners of the building have been staked and are visible from the street.
- _____ 4. A sign showing name and lot number of petitioner is visible from the street.
- _____ 5. The maximum height of the structure is not to exceed **23'** above the average lot grade.
- _____ 6. The house has a minimum living space of **900 (600 for Driftwood Key**

and the First Addition) square feet.

- _____ 7. All eaves extend away from house a minimum of **16** inches.
- _____ 8. Major Gable ends shall extend a minimum of **8** inches.
- _____ 9. Foundation meets DKC requirements detailed in paragraph #7 of ACC Rules and Regulations.
- _____ 10. All structures shall be constructed of new materials.
- _____ 11. Each sheet of the plans must be numbered (e.g., sheet 1 of 5, sheet 2 of 5, etc.).
- _____ 12. A sani-can is required and site bulk trash container is place on lot to control trash building materials or contractor is responsible to control trash building materials.
- _____ 13. All utility wires must be underground from the house to the nearest connection point; if connection point is across the street or driveway, wires must also be underground.
- _____ 14. All structures will be completed on the outside, including the exterior paint, within **8** months after construction is initiated.
- _____ 15. All structures will be set back from property lines, per current Kitsap County building codes.
- _____ 16. Payment of the Compliance Deposit is due with the submission of this Contract to the ACC.

General Contractor/Builder_____

Items 1-15 only

Signature _____

ASSIGNMENT OF ACCOUNT

Driftwood Key Club Architectural Control Committee Construction
P.O. Box 299, Hansville, WA 98340
Phone (360) 638-2077 Fax (360) 638-2321

NOTE TO ASSIGNOR: This account cannot be released until the Architectural Control Committee issues a Certificate of Compliance and the Certificate of Occupancy has been issued by Kitsap County.

This assignment is for the purpose of securing the Owner's full and faithful performance of the work in accordance with the approved plans and specifications, Design Guidelines, and any terms and conditions set forth in the Architectural Control Committee Construction Contact approval. The undersigned does hereby assign, transfer and set over unto the Driftwood Key Club Architectural Committee all right, title, and interest in and to \$ _____

(_____ and no/100 Dollars) of Account No. _____ in the (bank name) _____ with full power and authority to demand, collect, and receive said deposit and to give receipt and acquittal therefore for the uses and purposes prescribed by said Construction Contract as surety for the work authorized by Driftwood Key Club Architectural Control Committee. It is understood and agreed that (bank name) _____ holds the said savings account or time deposit in its possession and agrees to hold \$ _____ until a release of this assignment is received from the Driftwood Key Club Architectural Control Committee. In the event that the undersigned fails to faithfully perform all obligations and agreements of the Architectural Control Committee's approval, the deposit will be released to the Driftwood Key Club Architectural Control Committee after 30-days notice on demand, and a "stop-work" order has been initiated.

Signed and dated at _____, Washington, this _____ day of _____ 20_____

Signature of Depositor

Address

City State Zip

ACCEPTANCE- To be completed by bank personnel

The undersigned hereby accepts the foregoing assignment of account or time deposit and agrees to hold the funds until an authorized release is received by the Driftwood Key Club Architectural Control Committee.

Signature of Bank Officer and Title

Date

Bank Address

Branch

City

State

Zip

Phone Number

NOTARIZED SIGNATURE OF AUTHORIZED BANK PERSONNEL

Subscribed and sworn to before me this date: _____

Notary Public in and for the State of Washington

Residing at

My Commission Expires _____