

RETURN TO:
Benjamin A. Luchini
P. O. Box 2096
Everett, Washington 98203

238236

71
414-509
Kala Point Dev.
76 NOV 8 PM 12:35

DECLARATION SUBMITTING PROPERTY TO THE
WASHINGTON HORIZONTAL PROPERTY REGIMES ACT

KALA POINT CONDOMINIUMS DIVISION I
A PROJECT OF KALA POINT DEVELOPMENT COMPANY,
A LIMITED PARTNERSHIP

W. Chatfield

Pursuant to Chapter 156 of the Laws of 1963, State of Washington, RCW Chapter 64.32 as amended, for the purpose of submitting the real property hereinafter described to the provisions of said chapter, the undersigned, general partners of a limited partnership known as KALA POINT DEVELOPMENT COMPANY, a limited partnership, hereby make the following Declaration, to-wit:

ARTICLE 1
SUBMISSION TO CONDOMINIUM OWNERSHIP

The purpose of this Declaration is to submit the lands herein described, the facilities and improvements constructed thereon to the condominium form of ownership and use in the manner provided in Chapter 64.32 of the Revised Code of Washington, as amended, entitled "Horizontal Property Regimes Act," hereinafter referred to herein as "Act" or "The Act."

ARTICLE 2
NAME AND LOCATION

The name by which this condominium is to be identified is KALA POINT CONDOMINIUMS, a condominium, hereinafter referred to as "Condominium", located in the County of Jefferson, in the State of Washington, six (6) miles south of the City of Port Townsend, Washington.

ARTICLE 3
LEGAL DESCRIPTION

The land on which the buildings, facilities and improvements hereinafter described are located is the real property situ-

VOL 78 474

ated in the County of Jefferson, State of Washington, as more particularly described upon Exhibit "A" which is attached hereto and incorporated herein by reference as though fully set forth.

ARTICLE 4
FILING NUMBER OF SURVEY MAP AND PLANS

The Plat of KALA POINT NO. 3, a condominium, being the property on which the lots are located, has been filed in the office of the auditor of Jefferson County, Washington, on the 13th day of October, 1976, as Auditor's File No. 235450. By such filings, the said plat and plans are by this reference incorporated herein and made an integral part hereof.

ARTICLE 5
DECLARATION OF COMMON AREA

The Declarant hereby transfers, conveys and grants an easement to all of the community area portion of the property to the Association for its purposes and the common use and enjoyment of the Association members in accordance with the terms and conditions of this Declaration; reserving, however, to Declarant for the benefit of Declarant and Developer, those certain rights of use, ingress, egress, occupation and control indicated elsewhere in this Declaration for the duration of the development period, at which said time this said reservation shall cease and then be of no further force and effect.

ARTICLE 6
ENCROACHMENTS

If any portion of the common areas and facilities, general or limited, shall encroach upon any condominium unit, or if any such unit shall encroach upon any other unit, or upon any portion of the common areas and facilities as a result of construction of or as a result of settling or shifting, a valid easement for the encroachment and its maintenance shall be created and shall exist so long as the structures stand.

ARTICLE 7
DEFINITIONS

The terms used herein shall have the meanings stated in The Condominium Act, RCW 64.32, as amended, except as modified or enlarged herein:

A. "Association" shall mean and refer to the Association of Condominium Unit Owners of KALA POINT CONDOMINIUMS, a Washington Non-Profit Corporation, its successors and assigns.

B. "Block" shall mean any block shown on the Plat together with all appurtenances of said block.

C. "Board" shall mean and refer to the Board of Directors of the Association.

D. "Buildings": the buildings located on the above described land contain 35 resident units. The units are one and two story and are principally of wood construction, all as indicated in the survey maps and plans filed and to be filed in connection with this Declaration.

E. "Common Areas" shall mean the properties as hereinabove defined in Article 3, but excluding every unit as defined in this Declaration. The term "Community Areas" as used in this document is synonymous with "Common Areas."

F. "Limited Common Area" shall mean and refer to driveways, parking spaces, and similar areas included in the definition of common areas which may be designated from time to time by Association action as allocated to the exclusive use of a particular unit or to the exclusive use of the Association as a corporate entity.

G. "Corporate Action" means and refers to a corporate resolution of the Association in the form of either a by-law

or a resolution duly passed by either the Board of Directors of the Association or by the members of the Association in a members' meeting.

H. "Declarant" shall mean the general partners of a limited partnership known as KALA POINT DEVELOPMENT COMPANY, a limited partnership.

I. "Declaration" shall mean and refer to this instrument.

J. "Developer" shall mean jointly and severally the general partners of a limited partnership known as KALA POINT DEVELOPMENT COMPANY and the limited partnership, their successors and assigns.

K. "Development Period" shall mean that period of time from the day of recording this Declaration until the date upon which seventy-five percent (75%) of Units 1 through 35, inclusive, according to the said Plat have been sold by the Declarant and/or Developer, and at the end of five years from this date, whichever first occurs.

L. "Members" shall mean and refer to every person or entity who holds a membership alone or in co-ownership in the Association. There shall be one membership per unit which shall be inseparably appurtenant to each unit.

M. "Owner" shall mean and refer to the record owner (whether one or more entities) of a fee interest to any unit, but excluding entities having such interest merely as security for the performance of an obligation. Purchasers under real estate contract shall be deemed "owners" as against their respective sellers.

N. "Plat" shall mean that certain plat of KALA POINT CONDOMINIUMS recorded in Volume 77 of Condominiums, page 299, records of Jefferson County, Washington

O. "Properties" shall mean that certain real property described in said plat together with those certain open space easements in the said Plat and recorded under Auditor's File No. 237637, records of Jefferson County, Washington, together with non-exclusive rights of easement for the purpose of ingress, egress, and access to private and public roads as described in said plat, together with non-exclusive easement for purposes of drainage and utilities all as subject to any restrictions and conditions existing as of the date of this instrument.

P. "Unit" shall mean that portion of a building occupied by an owner within any block as more fully defined in the Plat of KALA POINT NO. 3, record of survey of each block, and Exhibit "B"; the terms "unit" and "block" shall be used in all conveyances, wills, or trust instruments.

Q. "Description of Units": the location and approximate area and number of rooms for each unit is as set forth in the record of survey and Exhibits "B" and "C" which are incorporated herein by reference as though fully set forth. The figures for unit area are approximations only, as provided by statute, and are not intended as precise computations of unit area.

R. "Description of Common Areas and Facilities": Disposition of parking spaces not assigned to units or as guest parking are reserved to Declarant. These common areas consist of those specified in RCW 64.32.010 (6) as well as the following:

1. Land. The land described in Articles 3 and 4.
2. Buildings. The roof, walls, foundations, stud-
ding, joists, beams, supports, main walls, ex-
cluding only non-bearing interior partition of
units, if any, pipes, conduits, and wire, wher-
ever they may be located, whether in partitions
or otherwise, and any awnings and all other
structural parts of the buildings to the interior
of the units, perimeter walls, floors, ceilings,
windows and doors, that is, to the boundaries of
the units as defined in the Act in RCW 64.03.010
(1).
3. Roadways. The roadways and driving areas which
provide access to the limited common areas for
parking and to the unit.
4. Greens. The greens and landscaped areas and walk-
ways which surround and provide access to the
building or are used for recreational purposes.
5. Guest Parking. Parking spaces assigned as guest
parking. These parking spaces include only those
specifically designated for guest parking. Spaces
not assigned as guest parking or to a specific
apartment are reserved by the Declarant and will be
assigned as parking for units or guest parking for
condominium units located on adjoining parcels of
realty. The Declarant shall determine use, assign-
ment, and eventual disposition of all unassigned
parking spaces.
6. Exclusions. Certain items which would ordinarily
be considered common areas such as, but not limi-
ted to, screen doors, window screens, awnings, storm
windows, planter boxes, antenna and the like, may,
if so specified in the by-laws, be designated as
private or individual items to be furnished and main-
tained at individual expense and in good order, ac-
cording to standards set and requirements set by the
Association by rule or regulation.

8. "Description of Limited Common Areas": the limited
common areas and facilities consist of: the parking space or
spaces assigned to each unit in this Declaration, or in the
plans, and identified by the numbers shown in the plans. Each
of the limited common areas is reserved for the exclusive use
of the unit to which it is adjacent or to which it is assigned.
It is possible, but not warranted, that at some future time
some form of covering may be desired for some of the parking
spaces by the owners of the unit for which said spaces are
assigned as common areas. If so desired and feasible, the

covering may be added at the additional expense of the unit owner who desires such covered parking and to whose unit the parking space is assigned. Such addition shall not affect the percentage of interest of such unit, but the costs of maintaining such covered parking shall be paid by special assessment by the Board only against those unit owners having such covered parking; except that it is levied against only certain units, this assessment shall have all of the characteristics, priorities, and conditions that may be enforced in the same manner provided for normal monthly assessments in this Declaration. The decision whether or not to add such covering to parking spaces, the feasibility, how many may be covered, the location thereof, and the structure, design, and combination of such coverings is hereby reserved to the Declarant; or this decision may, at the Declarant's option, in whole or in part, be relinquished by the Declarant to the managing agent or to the Board of the Association of unit owners. Maintenance of such parking space covering shall fall within the authority of the Board or the Managing Agent of the Condominium.

ARTICLE 8
ACCESS

Each owner has access from the entryway to the common walks, lawns, and landscaped areas, thence to the common parking spaces and driveways, and thence to the roadway system, and to the public highway. Each owner also has access to the common lawns and landscaped areas.

ARTICLE 9
ENTRY FOR REPAIRS OR EMERGENCY

The Board of Managing Agent and their agents or employees may enter any unit when necessary in connection with any maintenance, landscaping, or construction for which the Board or Managing

Agent is responsible or in the event of emergencies. Such entry shall be made with as little inconvenience to the owners as is practicable, and any damage caused thereby shall be repaired by the Board or the Managing Agent out of the common expense fund if the entry was due to an emergency or for the purpose of maintenance or repairs to the common areas or another unit where the repairs to the unit were undertaken by, or under, the direction or authority of the Board or Managing Agent. The Board or Managing Agent may retain a key to each unit for the purpose of facilitating such access.

ARTICLE 10
PERCENTAGE OF UNDIVIDED INTEREST IN
COMMON AND LIMITED COMMON AREAS AND FACILITIES

The percentage of the individual interest in the general and limited common areas and facilities appertaining to each condominium unit and to its owner, for all purposes, including voting, shall be allocated to each owner of the subject unit as the percentage value of each individual's ownership interest in that unit relates to the total percentage value of the property. Attached hereto, marked Exhibit "C," and by this reference incorporated herein and made a part hereof, is a listing of the subject units and the respective percentage interests of the owner of each such designated unit and the common areas and facilities.

ARTICLE 11
MEMBERSHIP IN KALA POINT CONDOMINIUM
OWNERS ASSOCIATION AND KALA POINT SWIM & RAQUET CLUB

Each owner of a condominium unit in KALA POINT NO. 3 shall be deemed a member of the Kala Point Condominium Owners Association and Kala Point Swim & Raquet Club, non-profit associations of Washington, ownership of such condominium unit being in-

separably appurtenant to membership in said associations. Each such owner shall pay, in addition to all assessments and other charges as herein provided, annually, such dues and assessments as shall be from time to time fixed by the said associations. Transfer of ownership of any condominium unit shall likewise be deemed to be a transfer of membership in the Kala Point Condominium Owners Association and Kala Point Swim & Raquet Club, and the secretaries of said associations are hereby appointed as attorneys in fact for each owner for the purpose of effecting transfer of membership upon the transfer of ownership of a condominium unit.

ARTICLE 12
OWNERS SUBJECT TO DECLARATION, BY-LAWS AND RULES

All present and future owners, tenants, and occupants of a unit shall be subject to, and shall comply with the provisions of this Declaration, the by-laws, and rules adopted pursuant thereto, or as they may be amended from time to time. The acceptance of occupancy of any such unit shall constitute an acceptance of the provisions of such instruments. The provisions contained in such instruments shall be deemed covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were cited and fully stipulated in each deed, conveyance, or lease thereof.

ARTICLE 13
CONDOMINIUM OWNERS ASSOCIATION

A. Membership. For each unit covered by this Declaration, either initially or by annexation, there shall be but one membership in the Association, and said membership shall be automatically held and owned in the same manner as the beneficial fee interest and be inseparably appurtenant to the unit to which it relates. Every person or entity who is an

owner of a fee or undivided fee interest in any unit shall be automatically thereby a member of the Association. However, there shall be excluded from membership persons holding merely a security interest in a unit for the performance of an obligation. Membership shall be inseparably appurtenant to and may not be separated from ownership of any unit.

B. Voting. A single vote is hereby made inseparably appurtenant to each membership in the same manner as each such membership is made inseparably appurtenant to each respective unit. When a single entity holds more than one membership, each membership may be voted separately. When more than one entity holds in common the fee interest in any unit, the vote for such unit shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any unit.

C. Easements-Limitations. Every member shall have a right of easement of enjoyment in and to the community area and for ingress and egress over and through the community area and such easement shall be inseparably appurtenant and shall pass with title to every unit, subject to the following provisions and rights which are otherwise hereby granted:

1. Guests. The right of the Association to limit the number of guests of members; and
2. Fees. The right of the Association by Association action to charge reasonable admission and other fees for the use of any recreational facilities within the community areas; and
3. Suspension-Assessments. The right of the Association to suspend the voting rights and right to use any portion of the community area by any member for any period in which any assessment by the Association against the owner's unit remains unpaid, and this right shall not be exercised by the Association as against any secured party with respect to assessments coming due before completion of foreclosure proceedings through the period of redemption; and

4. Suspension-Violations. The right of the Association to suspend the voting rights and right to use any portion of the community area by any member for any violation of the Association's rules and regulations, which suspension shall not exceed 180 days; and
5. Utilities. The right of the Association to exclusive use and management of the community area for utility, utility equipment, supplies, and materials; and
6. Loans. The right of the Association to borrow money (except as otherwise proscribed by other regulations or contracts) for the purpose of improving the community area and facilities and in aid thereof to convey a security interest in the community area; and
7. Conveyances. The right of the Association to dedicate or transfer any portion of the community area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Association; and
8. Limited Common Areas. The right of designated owners to the exclusive use of limited areas as specified by the Association; and
9. Management. The right of the Declarant or the Developer during the development period to have the exclusive control, management, and administration of the common and limited common areas.

D. Delegation of Rights. Any member may delegate his rights of enjoyment to the common and limited common area and facilities to the members of his family, his tenants, or his guests.

E. Limited Common Areas. The ownership of each unit shall entitle the owner or owners thereof to the use, as limited areas, of the driveway immediately adjacent to each unit and such other parking areas as may be specified by Declarant's action.

F. Membership Transfer. Membership in the Association shall be inalienable and unencumberable in any way except as an appurtenance to the unit which entitled as entity to membership. Any attempt to make a prohibited transfer of a mem-

bership is void and shall not be reflected upon the records of the Association; nor shall the same be recognized by the Association. In the event an owner refuses or neglects to advise the Association of a transfer, the Association may, on evidence satisfactory to it, reflect such new transfer upon the books of the Association and recognize as the member the owner's successor or successors to the exclusion of the prior member.

G. Assessments and Purposes. Each unit owner, for himself, his heirs, successors, and assigns, covenants and agrees that each unit shall be subject to annual assessments or charges and certain special assessments for capital improvements in an amount to be determined by the Declarant and Developer during the development period, and thereafter by the Association, in accordance with this instrument and the following provisions:

1. Maintenance. The Association (and the Developer during the development period) shall, without limitation, maintain and otherwise manage all of the community area, including the landscaping, parking areas, streets, and recreational facilities, roofs and exteriors of the buildings located upon the properties (except window and door cleaning), and conduct such additional maintenance as may be determined by the Association. Owners shall maintain their units in the same condition as a reasonably prudent homeowner would maintain his own home. Maintenance of the units shall be the sole obligation and expense of the owners thereof, except to the extent that the exterior maintenance or repair is provided by the Association. The sewer system and water system shall be separately maintained and subject to individual assessments to each member.
2. Assessments-Personal Obligation. Assessments shall be made by Association action setting forth unit numbers and the amounts thereby assessed against the same. Notification of the amount of the assessment shall not be necessary to the validity thereof. There shall also arise a personal obligation upon the owner of each such respective unit as of the date and time of the assessment.

3. Association Assessment. The assessment by the Association shall be made for, and the proceeds therefrom shall be used for promotion of recreation, health, safety and welfare of the members and their use and enjoyment of the community area. In connection with determining whether or not to make an assessment and the amount thereof, consideration shall be given to the following:
 - a. the costs of taxes, repairs, replacement and maintenance of the community area; and
 - b. the cost of any recreational facilities as may from time to time be provided; and
 - c. the cost of amounts necessary for the establishment and maintenance of a reserve for repair, maintenance and taxes, and other charges, including insurance premiums; and
 - d. the cost of maintaining the exteriors of the units; and
 - e. the individual cost for the utility assessment provided for the common area.
4. Assessment-Development Period. By virtue of this instrument each member during the development period shall pay to the Developer an annual amount hereby assessed as shown on Exhibit "C" attached, as and for the common charges. Said assessment may be paid quarterly at the direction of the Developer. During the development period, the extent of the expenditures for the purposes specified in paragraph 3 above shall be in the sole discretion of the Declarant or the Developer. Upon termination of the development period, the annual assessment shall be fixed by Association action.
5. Assessment-Effective Date. The liability of each member for assessments shall commence on the date upon which any instrument of transfer to such person becomes operative, and, if earlier, the first date of the calendar month following the first occupancy of a unit by an owner. One-twelfth of a member's annual assessment shall be due and payable on the commencement date and on the first day of each calendar month thereafter. The due date of any special assessment shall be fixed by the Association.
6. Assessments Period. Assessments may be made on an annual, semi-annual, quarterly or monthly basis conforming as near as possible to a calendar year. Every reasonable effort will be made to give notice of the annual assessment prior to the end of the preceding calendar year. Certificates evidencing the extent of assessments and assessment payments

on a specified unit may be issued. Issuance of such certificates shall be conclusive evidence of payment of any assessment or of assessment payments. A reasonable charge may be made by the Association for the issuance of such certificate.

7. Assessments-Special. In addition to the annual assessments, special assessments applicable to that year only may be made by the Association. Such assessments may be for repairing or maintaining a unit chargeable to that unit only for a failure of the owner to comply with applicable Association action. Such assessments may also be for construction, reconstruction, repair, or replacement of capital improvements in the community area and related personal property or fixtures. Except on an emergency basis, special assessments may be made at a special meeting of the members of the Association.
8. Lien-Attorney Fees. Annual and special assessments together with the interest thereon and the cost of collection thereof, including reasonable attorney's fees, shall become a lien against each respective unit from the time of the assessment, and shall also be the personal obligation of the record owners of each unit. The personal obligation to pay a prior assessment shall not pass to successors in interest unless expressly assumed by them; provided, however, that in the case of a sale, contract for sale, assignment of a contract purchaser's interest in any unit which is charged with an assessment, the owner or contract purchaser immediately prior to the date of such instrument shall be personally liable only for the amount of the monthly installments due prior to said date and the new owner shall be personally liable for the monthly installments becoming due on or before said date.
9. Interest. If any assessment is not paid in full within thirty (30) days after it was first due and payable, the assessment shall bear interest on the unpaid portion from the date it was made at the rate of twelve percent (12%) per annum.
10. Each member hereby expressly grants the Association, its agents and the Developer during the development period, the right and power to bring all actions against such member personally for the collection of such assessments as a debt and to enforce the liens created by this instrument in favor of the Association, by foreclosure of

the liens in the same form of action as may be provided for the foreclosure of a mortgage on real property. The liens provided for in this instrument shall be for the benefit of the Association, and it shall have the power to bid in at any lien foreclosure sale and to acquire, hold, lease, mortgage, and to convey the unit foreclosed.

H. Suspension. In the event any member shall be in arrears in the payment of assessments or is otherwise in default of the Articles and By-laws of the Association or this declaration for a period of thirty (30) days, said membership's voting rights shall be suspended (except as against foreclosing secured parties) and remain suspended until all arrearages or past-due assessments have been paid and defaults otherwise remedied. No member is relieved of liability for assessments by non-use of the community area or by abandonment of their unit.

I. Discrimination. No action shall at any time be taken with respect to assessments which may unreasonably discriminate against any particular owner in favor of other owners. However, a special assessment may be made against a particular unit in the event that after notice of failing to maintain the unit thereon in a condition comparable to the remaining units in the development, the Association elects to expend funds to bring the particular assessed unit up to comparable standard.

ARTICLE 14
VOTING IN OWNER'S ASSOCIATION

A. Votes-Value. The total voting power of all owners shall be votes, and the total number of votes available to the owners of any one unit shall be equal to the percentage of undivided interest in the common areas and facilities assigned to such unit.

B. Owners May Vote. The fee owners and contract purchasers of units shall constitute the Owners Association as defined in the Act and shall be considered owners for the purpose of this Declaration, the Association, and the By-laws.

C. Designated Voter. There shall be one voting owner for each unit. The voting owner shall be designated by the owner or owners of each unit by written notice to the Association, or Managing Agent. The designation shall be revocable at any time by actual notice. Where no designation is made, or where the designation has been made but is revoked and no new designation has been made, the voting owner of each unit shall be the group composed of all its owners; and all of such owners may be present at any meeting of the voting owners, and, if those present act unanimously, the several owners may vote or take any other action as a voting owner. Declarant shall be the voting owner with respect to any unit or units owned by the Declarant.

D. More Than One Vote. If a person, partnership, or corporation owns more than one unit, he or it shall have the votes of each unit owned.

E. Pledged Votes. In the event the record owner or owners have pledged their vote regarding special matters, only the vote of such person will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Board. Amendments of this paragraph shall only be effective upon written consent of all the voting owners and their respective mortgagees, deed of trust beneficiaries, and vendors, if any.

F. Special Voting Requirements. A vote of a majority of the percentage votes of owners as established by Exhibit

"C" hereto shall be required for any decision of rebuilding, repair, restoration, or sale of the property in the event of damage or destruction of all or a part of the property. Provided, however, if damage is substantially limited to walls, roofs, floors, garage, decks, or entry areas of or pertaining to less than all of the units, then repair or restoration shall be determined by a majority of percentage votes of owners of units so affected; in the event such damage is limited to the units in a particular structure, a majority of the percentage votes of owners of units within such structure shall be required.

G. Subdivision or consolidation. No subdivision or combination of any unit or units, the common area or facilities, or limited common area or facilities except as provided in Article 27, Amendment to Declarations, at a meeting called upon notice for that stated purpose; if so approved, any such subdivision or consolidation shall be the subject of a recorded revised plat and floor plan consistent therewith, and such subdivision or consolidation shall be ineffective for any purpose until it is of record.

ARTICLE 15
MEETINGS, AUDITS

A. Annual Meetings. There shall be an annual meeting of the owners (after the development period) at such reasonable place and time as may be designated by written notice of the Board, delivered to the owners no less than ten (10) days prior to the date fixed for said meeting. At the annual meeting, there shall be presented an audit of the common expenses, itemizing receipts and disbursements for the preceding calendar year, the allocation thereof to each owner, and the estimated common expense for the coming year.

The Board, or twenty percent (20%) of the owners upon written request, may at any time require an audit of the Owners' Association and presentation of management books at any special meeting. A unit owner, at his own expense, may, at any reasonable time, make an audit of the books of the Board and the Managing Agent.

B. Special Meetings. Special meetings of the owners may be called at any time for the purpose of considering matters which, by the terms of the act, or this Declaration, require the approval of all or some of the owners, or for any other reasonable purpose. Such meetings shall be called by written notice by: (1) the President or Chairman; (2) the Managing Agent; (3) a majority of the Board; or (4) owners having one-third (1/3) of the total vote, and the notice must be delivered not less than ten (10) days prior to the date fixed for said meeting. The notice shall specify the date, time, and place of the meeting, and, in general, the matters to be considered.

ARTICLE 16
NOTICES

A. Procedure. Any notice permitted or required to be delivered under these provisions or the by-laws, may be delivered either personally or by mail. Deliveries made by mail of any such notice shall be deemed delivered twenty-four (24) hours after a copy of such notice has been deposited in the United States mail, postage prepaid, addressed to the person entitled to such notice at the most recent address given by such person, or to the most recent address known to the Board. Notice to the owner or owners of a unit shall be sufficient if mailed to the unit of such persons

or persons. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Board may be given to the Declarant during the development period and thereafter shall be given to the Chairman or Secretary of the Board.

B. Secured Parties. Upon written request therefor, and for a period of three years after such a request, a vendor, mortgagee, or a deed of trust beneficiary of any unit shall be entitled to a copy of any notices respecting the units covered by a security instrument until the request is withdrawn or the security right is discharged. Such written request may be renewed an unlimited number of times.

ARTICLE 17
BY-LAWS OF KALA POINT
CONDOMINIUM OWNERS' ASSOCIATION

A. Adoption. A majority of the owners of all units in KALA POINT NO. 3 shall adopt the By-laws for the management and administration of the property. Such By-laws shall be adopted or amended at an annual or special meeting called for that purpose. Administration and enforcement of the By-laws and rules shall be under the direction of the Board of Directors elected from among the owners, which Board shall, in turn, elect among themselves a president, vice-president, and a secretary-treasurer or a secretary and a treasurer. The Board may provide for the management of the property by Manager or Managing Agent selected for that purpose. The Board of Directors shall have authority from time to time to provide rules governing the conduct of unit owners and their invitees.

B. Quorum. A quorum shall consist of the members present at any regular or special meeting. Except as herein

specifically provided to the contrary, or by the provisions of RCW Chapter 64.32, the majority vote of such members present shall be sufficient for the carrying of any proposition.

ARTICLE 18
REGULATIONS OF USES-ARCHITECTURAL UNIFORMITY

A. Uses. The building and units shall be used for single family residential purposes and for common social, recreational or other reasonable uses incident to such use, and also for such other additional or entirely different uses or purposes as are from time to time deemed appropriate by the Board. Units of the building may be used for the purpose of operating the Association of Condominium Owners and for the management of the Condominium if required. This Article 19A is subject to Article 11 of this Declaration.

B. Vehicle Parking. Parking spaces are restricted to the parking of motor vehicles. Other items of equipment may be kept therein subject to the rules and regulations of the Board.

C. Drives and Walks. Common drives and walks shall be used exclusively for normal transit and no obstructions shall be placed thereon other and except by express written consent of the Board.

D. Limited Common Areas. Limited common areas are for the sole and exclusive use of the unit to which they are reserved. Unit owners are responsible for the care and maintenance of the lanais, decks, or patios adjacent to their units. Owners may not modify, paint, decorate, or alter the limited common areas without prior written approval of the Board.

E. Exterior Maintenance. In order to preserve a uniform exterior appearance to the buildings, the Board may proscribe the type and color of paint for buildings, lanais, decks, or patios. This power of the Board extends to screens, doors, awnings, or other visible portions of the buildings.

F. Fire Risks. Nothing shall be done or kept in any unit or in the common area which will increase the rate of insurance on the common area or buildings without the prior written consent of the Board. No owner shall permit anything to be done or kept in his unit or in the common areas which result in cancellation of insurance on any unit or any part of the common areas or which would be in violation of any law. No waste shall be committed in the common area of any unit.

G. Signs-T.V. Antenna. No sign or television antenna of any kind shall be displayed to the public view or from any unit or the common area without the prior written consent of the Board or Managing Agent.

H. Animals-Pets. No animals, livestock or poultry of any kind shall be raised or kept in any unit or in the common area (except common household pets subject to the rules and regulations adopted by the Board or the By-laws of the Association).

I. Noxious Activities. No noxious or offensive activities shall be carried on in any unit or common area, nor shall anything be done therein which may be, or become, an annoyance or nuisance to other owners.

J. Alterations. Nothing shall be altered or constructed upon or removed from the common area, except upon the written consent of the Board of Managing Agent.

K. Rules and Regulations. The Board is empowered to pass, or state detailed administrative rules and regulations necessary or convenient to insure compliance with the general guidelines of this Article, and to regulate the general conduct of owners and their use of the units.

L. Violations. There shall be no violation of such rules as are furnished in writing to the owners.

ARTICLE 19
ASSESSMENTS

A. Common Assessments. Owners are obligated to pay monthly, quarterly, semi-annual, or annual assessments imposed by the Board, the By-laws, or this Declaration to meet the common expenses of the Association. Assessments shall be pro rata according to the percentage of undivided interest in the common areas and facilities, and limited common areas and facilities owned by each owner. Common expenses may include, but need not be limited to, administrative services, premiums on insurance policies of fire and extended coverage upon the property, public liability and property damage, maintenance, electricity, real and personal property taxes, if any, upon the common areas and facilities, and limited common areas and facilities, provided, however, such insurance and the loss provided therefor shall not include the liabilities for loss of any personal property which may be the property of any of the individual unit owners.

B. Allocation. Assessments shall be payable in advance and in accordance with the By-laws, and delinquencies may be subject to such penalties as the Board of Directors or the by-laws shall provide. Provided, however, anything herein

to the contrary notwithstanding, assessments may be based upon a per capita ownership other than pro rata, according to the percentage of undivided interest when the assessment or particular portion thereof is imposed by reason of a change made or imposed on a per capita or unit basis, or as a part of an overall charge, which more equitably should be divided and assessed on a per capita rather than a pro rata basis.

ARTICLE 20
SECURITY DEPOSITS

A. Recurring Delinquency. In the event there should be a recurring delinquency in the payment of any assessment or assessments as the same become due and payable by a condominium unit owner or owners, the Association may, in its discretion, pursuant to the rules and regulations which from time to time may be fixed by the Board of Directors pursuant to the By-laws, require such owner from time to time to make security deposits not to exceed three months estimated monthly assessments, which security deposit shall be held in a separate fund, credited to such member, and resort made thereto at any time such member becomes ten (10) days, or more, delinquent in the payment of his monthly assessment or assessments.

B. Collection. The Association may enforce the collection of delinquent assessments in the manner provided for in RCW 64.32.200, or by such other lawful means as the Association may deem fit and proper, the remedies provided for collection of delinquent assessments being deemed to be cumulative in nature and not exclusive. In accordance with such cited chapter, the Association may, upon the giving of ten (10) days' written notice, terminate utility services to the

unit of any owner who is thirty (30) days or more delinquent in the payment of any assessment, and following such termination, the utilities shall remain severed until all delinquencies have been brought current. The Association may impress and collect its lien in the manner given and provided by the chapter referred to herein. In any action to foreclose such lien, or to collect in any other manner, any judgment rendered in favor of the Association shall include therein a reasonable sum for attorney fees, together with costs and expenses reasonably incurred in preparation for, and the prosecution of, said action, together with the taxable costs as permitted by law.

ARTICLE 21
ASSOCIATION LIENS

A. Lien Created. Declarant hereby creates in the Association perpetually the power, and hereby subjects all units perpetually to the power of the Association, to create a lien in favor of the Association against each unit to secure to the Association the payment to it of all assessments, interest, costs, and attorney's fees. The said lien for each said respective unit when created shall be a security interest in the nature of a mortgage in favor of the Association. Said lien shall arise automatically in accordance with the terms of this Declaration. Said lien shall expire periodically also in accordance with the terms of this Declaration.

B. Exemptions. The holder of a first mortgage or Deed of Trust or second mortgage or Deed of Trust given to secure payment of the purchase price of a unit shall not, by reason of the security interest, be liable for the payment of any

assessment or charge as to such unit, nor for the observance or performance of any covenant or restriction, excepting only those enforceable by equitable relief and not requiring the payment of money, and except as hereinafter provided.

C. Other Exemptions. No unit after the development period shall be exempt from assessments by the Association in any event, but there shall be exempt from assessments by the Association all portions of the properties dedicated to and accepted by a local public authority or other charitable or non-profit organization exempt from taxation by the laws of the State of Washington.

D. Rights During Foreclosure. During the pendency of any proceeding to foreclose the first mortgage or deed of trust or second mortgage or deed of trust given to secure payment of the purchase price of a unit including any period of redemption, the holder of such mortgage or deed of trust, or the receiver, if any, may exercise any or all of the rights and privileges of the owner of the encumbered unit, including but not limited to the right to vote as a member of the Association to the exclusion of the owner's exercise of such rights and privileges.

E. Duties After Foreclosure. At such time as said mortgage or deed of trust holder shall become the record owner of the unit, he shall be subject to all of the terms and conditions of this instrument, including those creating the obligation to pay for all assessments and charges accruing as to the said unit in the same manner as any other owner.

F. Lien Extinguished. Said mortgage or deed of trust holder or other secured party acquiring title to an encumbered unit through foreclosure, suit, deed of trust sale, deed in lieu of foreclosure or equivalent method, shall acquire title

to the encumbered unit free and clear of any lien authorized by or arising out of any of the provisions of this instrument insofar as said lien secures the payment of any assessment or charge, installment accrued but unpaid before the final conclusion of any such proceeding, including the expiration date of any period of redemption. The Association, by Association action, may treat any unpaid assessment against the foreclosed unit as a common expense, in which case it shall pro-rate such unpaid assessment among remaining units, and each unit shall be liable for its pro-rata share of such expense, as any other assessment.

G. Foreclosure-Survival of Debt. Any unpaid assessments shall, regardless of the foreclosure of any security interest in a unit, nevertheless continue to exist and remain as a personal obligation of the owner against whom the same accrued, and the Association shall use reasonable efforts to collect the same from the owner even after he is no longer a member.

H. Subordination. The liens for assessments provided for in this instrument shall be subordinate to the lien of any mortgage, deed of trust, or other security interest placed upon a unit as a construction loan security interest or as a purchase price security interest, and the Association will, upon demand, execute a written subordination document to the particular superior security interest. Sale of any unit or interest therein shall not affect the liens therein provided for in this instrument except as otherwise specifically provided for herein; and in the case of a transfer of a unit for purposes of realizing a security interest, liens

shall arise against the unit for any assessment payments coming due subsequent to the date of completion of foreclosure (including expiration of redemption).

ARTICLE 22
ANNEXATION OF ADDITIONAL LAND

Additional land (which need not be contiguous but which must be not more than one mile distant from the present boundaries of the properties) may be brought within the jurisdiction of the Association. At the request of the Declarant made within ten years from the date of this instrument, the Association shall annex any additional lands developed by the Declarant. For lands other than those developed by Declarant, the Association in its Articles and By-Laws shall provide for annexation.

ARTICLE 23
SERVICE OF PROCESS

is the individual upon whom process may be served as provided for in the Act. After organization of the Owners' Association, service of process for the purpose provided in the Act may also be made upon the President of the Association. Such service may also be made upon the person who is from time to time the General Manager of KALA POINT, so long as KALA POINT is the manager or managing agent of the condominium. Government agencies having authority for the control of housing, sanitation and the like may contact the Association through the parties named in this paragraph. The Board of the Association may at any time designate a new or different person or agency for such purposes by filing an amendment to this Declaration limited to the sole purpose of making such change, and such amendment need only be signed and acknowledged by the then-President of the Association.

ARTICLE 24
INVALIDITY

The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of this Declaration, and the other provisions of this Declaration shall continue in effect as if such invalid provision had never been included therein.

ARTICLE 25
WALVER

No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may have occurred.

ARTICLE 26
AMENDMENT TO DECLARATIONS

This Declaration may be amended, consistent with Chapter 64.32, Revised Code of Washington, by the concurring vote, either in person or by proxy, of not less than sixty percent (60%) of the owners of units within the condominium at an annual or special meeting called for that purpose, notice of which meeting has been given in writing not less than ten (10) days prior to the date of such meeting, except that any amendment altering the value of the property and of each unit and the percentage of undivided interest in the common areas and facilities shall require the unanimous consent of all unit owners.

ARTICLE 27
PRE-EXISTING RESTRICTIONS

The properties covered by this Declaration; to the extent that they may be already affected by covenants, conditions and restrictions, are submitted without the said burdens being previously removed, and to the extent that the same are valid, they shall continue despite this Declaration.

ARTICLE 28
MAINTENANCE AGREEMENTS

Each owner expressly covenants that the Association (and the Developer during the development period) may enter into management agreements for the common and limited common areas, and all maintenance functions related thereto, with such entities as the Association or Developer deem fit and proper, and each owner is bound to observe the terms and conditions of any such management agreement. Any such management agreement shall be available for inspection by any member upon request. No management agreement shall be made by Developer unless it may be cancelled upon two (2) years' notice by the Association at any time.

IN WITNESS WHEREOF, the undersigned Declarants designated herein set their hands and seals this 13th day of October, 1976.

DECLARANT

KALA POINT DEVELOPMENT COMPANY,
A Limited Partnership

By KALA POINT COMPANY,
A Corporation, General Partner

By


PRESIDENT

By


SECRETARY

By REINA (Real Estate in North
America Corporation),
a Delaware corporation,
General Partner

By


VICE-PRESIDENT

By


ASSISTANT SECRETARY

EXHIBIT "A"

DESCRIPTION

That portion of the south one-half of Section 26, Township 30 North Range 1 West, W.M., Jefferson County, Washington, described as follows:

COMMENCING at the most southerly corner of Lot 42 in the Plat of KILA POINT DIVISION NO. 1, as recorded in Volume 6 of Plats, Pages 10 through 12, records of said County; thence N 65°19'05" E, along the south line of said lot a distance of 190.00 feet to the most southerly corner of Lot 43 in said plat; thence N 9°47'57" along the east line of said lot a distance of 136.46 feet; thence N 41°00'00" E, 35.00 feet; thence S 49°00' 00" E, 250.00 feet; thence S 65°29'43" E, 275.00 feet to the POINT OF BEGINNING; thence continuing S 65°29'43" E 370.35 feet; thence S 32°30'00" E, 125.00 feet to the beginning of a curve to the right having a radius of 200.00 feet; thence southerly along said curve, through a central angle of 27°10'00" an arc distance of 94.83 feet to a point of tangency; thence S 5°20'00" E, 293.72 feet to the beginning of a curve to the right having a radius of 120.00 feet; thence southwesterly and northeasterly along said curve, through a central angle of 137°10'00" an arc distance of 287.26 feet to a point of tangency; thence N 48°10'00" 340.00 feet; thence N 32°50'00" E, 36.37 feet; thence N 7°16'30" W, 129.36 feet; thence N 38°55'49" W, 185.00 feet; thence N 24°30'17" E, 185.00 feet to the POINT OF BEGINNING.

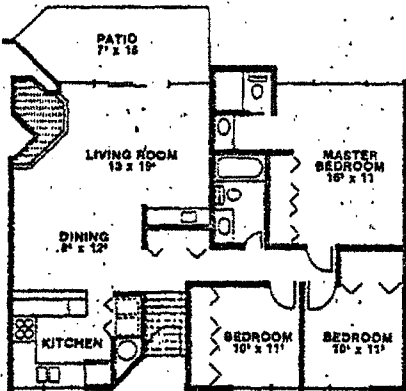
TOGETHER WITH a non-exclusive right to ingress, egress, drainage, and utilities over, under and across that portion of the south one-half of Sections 26 and 27, Township 30 North Range 1 West, W.M., Jefferson County, Washington described as follows:

COMMENCING at the most southerly corner of Lot 38 in the Plat of KILA POINT DIVISION NO. 1, as recorded in Volume 6 of Plats, Pages 10 through 12, records of said county, said corner being on the easterly margin of Kila Point Drive and on the arc of a curve at a point from which the center lies S 62°27'43" W, 1130.00 feet; thence southerly along said margin and said curve through a central angle of 13°44'23", an arc distance of 270.93 feet to the POINT OF BEGINNING at a point of reverse curvature and the beginning of a curve to the left having a radius of 30.00 feet; thence southerly and easterly along said curve through a central angle of 87°02'06" an arc distance of 45.57 feet to a point of tangency; thence north 79°10'00" E, 221.55 feet to the beginning of a curve to the left having a radius of 270.00 feet; thence northeasterly along said curve through a central angle of 25°20'00" an arc distance of 119.38 feet to a point of reverse curvature and the beginning of a curve to the right having a radius of 330.00 feet; thence northeasterly and southeasterly along said curve through a central angle of 78°00'00" an arc distance of 449.25 feet to a point of tangency; thence south 48°10'00" E, 550.00 feet to the beginning of a curve to the left having a radius of 120.00 feet; thence southeasterly along said curve through a central angle of 48°00'00" an arc distance of 100.53 feet; thence south 6°10'00" E, 60.00 feet to the beginning of a curve to the right having a radius of 180.00 feet; thence westerly along said curve through a central angle of 48°00'00" an arc distance of 150.80 feet to a point of tangency; thence north 48°10'00" west 550.00 feet to the beginning of a curve to the left having a radius of 270.00 feet; thence northwesterly and southwesterly along said curve through a central angle of 78°00'00" an arc distance of 367.57 feet to a point of reverse curvature and the beginning of a curve to the right having a radius of 330.00 feet; thence southwesterly along said curve through a central angle of 25°20'00" an arc distance of 145.91 feet to a point of tangency; thence south 79°10'00" west 221.55 feet to the beginning of a curve to the left having a radius of 30.00 feet; thence westerly and southerly along said curve through a central angle of 87°02'06" an arc distance of 45.57 feet to the easterly margin of said Kila Point Drive at a point of reverse curvature and the beginning of a curve to the left having a radius of 1130.00 feet; thence northerly along said margin and said curve through a central angle of 5°55'48" an arc distance of 116.95 feet to the POINT OF BEGINNING.

NOV. 8, 1976

UNIT A (A-1, Second Floor)
3 Bedroom/2 Bath/1244 sq. ft. living area.

1011 - 30-6 HARBORVIEW



FEATURES:

- Water front location.
- Unobstructed view of Puget Sound and Port Townsend.
- Massive natural brick open hearth fireplace.
- Open beam cathedral ceiling in second floor unit.
- Wet bar in living room.
- Quarry tile entrance.
- Fully carpeted with color selection.
- No wax vinyl in kitchen and baths.
- Fully equipped kitchen with deluxe hotpoint appliances:
 - Refrigerator.
 - Dishwasher.
 - Self cleaning oven.
 - Range.
 - Compactor.
 - Disposal.
- Large private patio or deck.
- Outdoor lighting individually controlled with photo electric eye.
- Soundproof construction:
 - Concrete floors between all units.
 - Insulated walls separating units.
- Maintenance free cedar siding and shake roofing.
- Electric baseboard heating with individual thermostats.
- Hardwood trim and doors.
- Solid core front door.
- Asphalt paved parking and access areas.

Interior dimensions - inside wall to inside wall. All dimensions are approximate and subject to change without notice based on final dimensions as constructed.

EXHIBIT "B" - Page 1

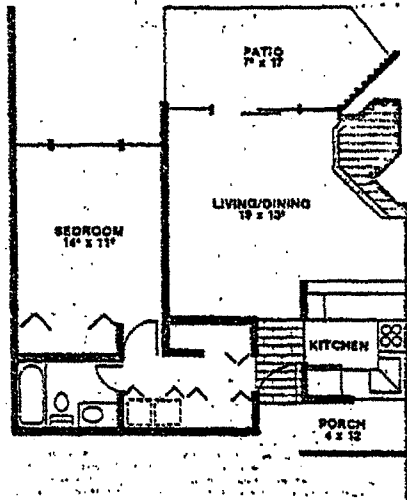
VOL. 78 - 505 EXHIBIT "B" - Page 1



Kala Point Development Company / Box 433, Port Townsend, WA 98368 / (206) 385-2906
MacPherson's Inc., Realtors / 5201 University Way NE, Seattle, WA 98105 / (206) 525-2660

LITHO IN U.S.A. 1976

UNIT C & UNIT B (IDENTICAL PLAN) WITH LOFT
 1 Bedroom/1 Bath/760 sq. ft. living area.



FEATURES:

- Water front location.
- Unobstructed view of Puget Sound and Port Townsend.
- Massive natural brick open hearth fireplace.
- Quarry tile entrance.
- Fully carpeted with color selection.
- No wax vinyl in kitchen and baths.
- Fully equipped kitchen with deluxe hotpoint appliances:
 - Refrigerator.
 - Dishwasher.
 - Self cleaning oven.
 - Range.
 - Compactor.
 - Disposal.
- Private patio.
- Outdoor lighting individually controlled with photo electric eye.
- Soundproof construction:
 - Concrete floors between all units.
 - Insulated walls separating units.
- Maintenance free cedar siding and shake roofing.
- Electric baseboard heating with individual thermostats.
- Solid core front door.
- Asphalt paved parking and access areas.

Interior dimensions - inside wall to inside wall. All dimensions are approximate and subject to change without notice based on final dimensions as constructed.



Kala Point Development Company / Box 433, Port Townsend, WA 98368 / (206) 385-2906
 MacPherson's Inc., Realtors / 5201 University Way NE, Seattle, WA 98105 / (206) 525-2660

UNIT E With Loft
2 Bedroom/2 Bath/1252 sq. ft. living area.

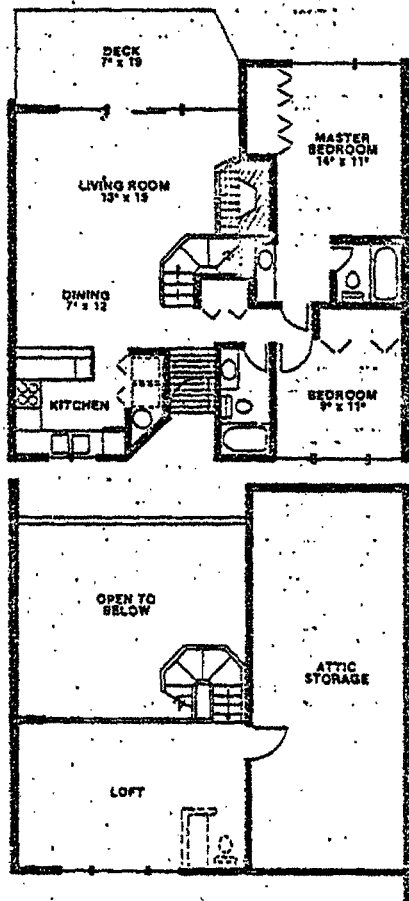
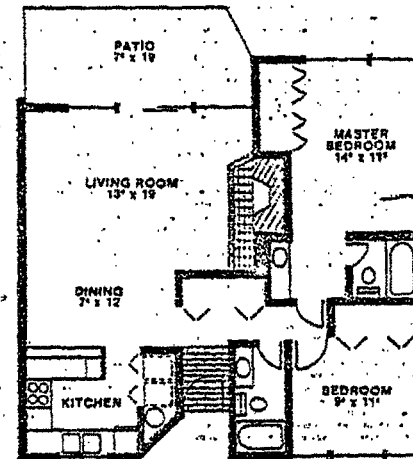


Exhibit B - page 3

LITHO IN USA/LASA 1987

UNIT D Without Loft
2 Bedroom/2 Bath/1026 sq. ft. living area.



UNIT E

Loft with unfinished attic room for future room and bath.
Cathedral ceiling in living room with skylight windows.
Spiral staircase leading to loft with decorative paneling.
Large attic storage area.
Private deck.

UNIT D

Private patio.

FEATURES:

- Water front location.
- Unobstructed view of Puget Sound and Port Townsend.
- Large living room with fireplace.
- Quarry tile entrance.
- Fully carpeted with color selection.
- No wax vinyl in kitchen and baths.
- Fully equipped kitchen with deluxe hotpoint appliances:
 - Refrigerator.
 - Dishwasher.
 - Self cleaning oven.
 - Range.
 - Compactor.
 - Disposal.
- Outdoor lighting individually controlled with photo electric eye.
- Soundproof construction:
 - Concrete floors between all units.
 - Insulated walls separating units.
- Maintenance free cedar siding and shake roofing.
- Electric baseboard heating with individual thermostats.
- Hardwood trim and doors.
- Solid core front door.
- Asphalt paved parking and access areas.

Interior dimensions — inside wall to inside wall. All dimensions are approximate and subject to change without notice based on final dimensions as constructed.



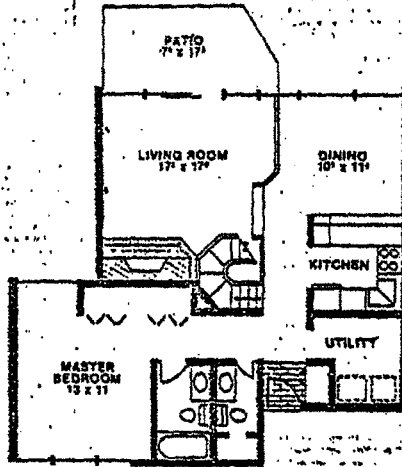
Kala Point Development Company / Box 433, Port Townsend, WA 98368 / (206) 385-2906
MacPherson's Inc., Realtors / 5201 University Way NE, Seattle, WA 98105 / (206) 525-2660

Exhibit "B" page 3
78 507

Nov. 8, 1974

UNIT F

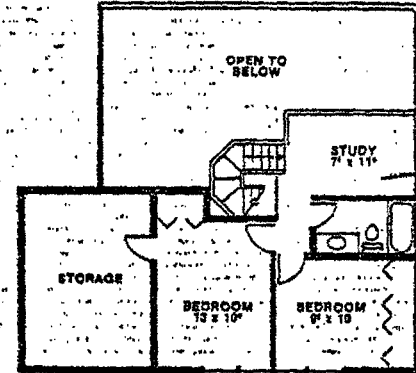
3 Bedroom/2 1/2 Bath/1505 sq. ft. living area.



FEATURES:

- Water front location.
- Unobstructed view of Puget Sound and Port Townsend.
- Townhouse with loft study.
- Quarry tile entrance.
- Fully carpeted with color selection.
- No wax vinyl in kitchen and baths.
- Fully equipped kitchen with deluxe hotpoint appliances.
 - Refrigerator.
 - Dishwasher.
 - Self cleaning oven.
 - Range.
 - Compressor.
 - Disposal.
- Large attic storage area.
- Private patio.
- Outdoor lighting individually controlled with photo electric eye.
- Soundproof construction:
 - Concrete floors between all units.
 - Insulated walls separating units.
- Maintenance free cedar siding and shake roofing.
- Electric baseboard heating with individual thermostats.
- Sunken living room with fireplace.
- Separate dining area.
- Spiral staircase leading to loft with decorative paneling.
- Utility room with washer/dryer hookup.
- Cathedral ceilings in living/dining area.
- Hardwood trim and doors.
- Solid core front door.
- Asphalt paved parking and access areas.

Interior dimensions - inside wall to inside wall. All dimensions are approximate and subject to change without notice based on final dimensions as constructed.



Kala Point Development Company / Box 433, Port Townsend, WA 98368 / (206) 385-2906
MacPherson's Inc., Realtors / 5201 University Way NE, Seattle, WA 98105 / (206) 525-2660

EXHIBIT "C"

KALA POINT CONDOMINIUMS PROPOSED UNIT DESIGNATION

<u>Architects Floor</u> <u>Plan Designation</u>	<u>Unit</u> <u>Designation</u>	<u>Percentage of</u> <u>Undivided Interst</u>	<u>Development Annual</u> <u>Common Charge</u> <u>Assessment</u>
<u>Building 1</u> (7 Units)			
A-1	1011	3.098	\$600
A-2	1012	3.098	\$660
B-2	1013	2.490	\$540
C-1	1014	1.893	\$480
D-1	1015	2.555	\$540
E-2	1016	3.118	\$600
F-T	1017	3.748	\$720
<u>Building 2</u> (10 Units)			
F-T	1020	3.748	\$720
A-1	1021	3.098	\$600
A-2	1022	3.098	\$660
B-2	1023	2.490	\$540
C-1	1024	1.893	\$480
D-1	1025	2.555	\$540
E-2	1026	3.118	\$600
D-2	1027	2.555	\$600
E-1	1028	3.118	\$540
F-T	1029	3.748	\$720
<u>Building 3</u> (9 Units)			
A-1	1031	3.098	\$600
A-2	1032	3.098	\$660
D-2	1033	2.490	\$540
C-1	1034	1.893	\$480
D-1	1035	2.555	\$540
E-2	1036	3.118	\$600
D-1	1037	2.555	\$540
E-1	1038	3.118	\$540
F-T	1039	3.748	\$720
<u>Building 4</u> (9 Units)			
A-1	1041	3.098	\$600
A-2	1042	3.098	\$660
B-2	1043	2.490	\$540
C-1	1044	1.893	\$480
D-1	1045	2.555	\$540
E-2	1046	3.118	\$600
D-2	1047	2.555	\$600
E-1	1048	3.118	\$540
F-T	1049	3.748	\$720

EXHIBIT "A"

KALA POINT CONDOMINIUMS UNIT DESIGNATION

Building 1
(7 Units)

<u>Architects Floor</u> <u>Plan Designation</u>	<u>Unit</u> <u>Designation</u>	<u>Percentage of</u> <u>Undivided Interest</u>	<u>Development</u> <u>Annual Common</u> <u>Charge Assessment</u>
A-1	1011	2.918	600
A-2	1012	2.918	660
B-2	1013	2.345	540
C-1	1014	1.782	480
D-1	1015	2.406	540
E-2	1016	2.936	600
F-T	1017	3.530	720

Building 2
(10 units)

F-T (North)	1020	3.530	720
A-1	1021	2.918	600
A-2	1022	2.918	600
H-Penthouse	1023	2.345	540
C-1	1024	1.782	480
B-2	1025	2.345	540
D-1	1026	2.406	540
E-2	1027	2.936	600
F-T2 (South)	1028	3.530	720
G-1	1029	2.345	540

Building 3
(10 units)

F-T (North)	1030	3.530	720
A-1	1031	2.918	600
A-2	1032	2.918	600
H-Penthouse	1033	2.345	540
C-1	1034	1.782	480
B-2	1035	2.345	540
D-1	1036	2.406	540
E-2	1037	2.936	600
F-T2 (South)	1038	3.530	720
G-1	1039	2.345	540

Building 4
(10 Units)

F-T (North)	1040	3.530	720
A-1	1041	2.918	600
A-2	1042	2.918	600
H-Penthouse	1043	2.345	540
C-1	1044	1.782	480
B-2	1045	2.345	540
D-1	1046	2.406	540
E-2	1047	2.936	600
F-T2 (South)	1048	3.530	720
G-1	1049	2.345	540

310465

Amendment No. 3
Of
Declaration of Kala Point Condominiums
Division I

VOL 245 311-374
OF RECORDS
Margaret Berry
SEP 21 PM 12:06

This is the third amendment to the Declaration for Kala Point Condominiums, Division I (Condominium), which declaration was filed on November 8, 1976, under receiving No. 283236 and recorded in Volume 78 of Records, pages 474-509, Jefferson County, WA. The original plans, survey map and plat of the condominiums was filed on June 30, 1976 under receiving No. 235450, and recorded in Volume 1 of Condominiums, pages 41-42, Jefferson County, WA. The Declaration and plans, survey maps and plat were amended by amendment filed on December 10, 1976, under receiving No. 238847, and recorded in Volume 1 of Condominiums, page 43-45, Jefferson County, WA. Amendment No. 2 of Declaration of Kala Point Condominium Association, Division I was filed on June 30, 1978 and recorded in Volume 104, page 88-92, Jefferson County, WA.

In accordance with Article 8 of the Kala Point Condominium Association's By-Laws, the following amendments were adopted by the membership at the Association's annual meeting held on September 16, 1984.

- (1) Article 18 is amended by adding the following section:

M. Written Leases; Enforcement; Penalties

A unit may be rented or leased only pursuant to a written rental or lease agreement, which agreement must recite that it is subject to the Declaration, By-Laws, and Rules and Regulations of the Owners' Association. All rental or lease agreements must be for a term of not less than ninety (90) days, except that institutional first mortgagees in possession of a unit after any form of mortgage foreclosure or realization on security may rent or lease a unit for shorter periods; provided, that the Board of Directors may approve rental or lease agreements of terms less than ninety (90) days if serious hardship would otherwise occur or in other special circumstances. Any rental or lease agreement shall provide that compliance by the tenant or lessee with the Declaration, By-Laws, and Rules and Regulations is a condition of the agreement and that any failure to comply therewith shall constitute grounds for termination of the agreement.

To enforce the provisions of this Declaration, the By-Laws and such Rules and Regulations as may be adopted from time to time, each unit owner whose unit is rented or leased irrevocably designates and appoints the Board of Directors of the Owners' Association to be such owner's attorney-in-fact for the limited purpose of enforcing compliance with the Declaration,

By-laws and Rules and Regulations by such owner's tenant or lessee. The Board of Directors shall have authority, as attorney-in-fact, to give notice of termination of a rental or lease agreement and to commence unlawful detainer proceedings in the event the tenant or lessee holds over; provided, however, that the Board shall first give an owner thirty (30) days written notice of intent to terminate a lease or commence unlawful detainer proceedings, sent by first class mail to the latest address on the records of the Association.

Owners whose units are rented or leased without written leases on the date this amendment is adopted shall have ninety (90) days in which to enter into written leases with their tenants. Any owner who, in violation of this section, permits a tenant or lessee to occupy his unit, or permits a tenant or lessee to continue to occupy his unit, shall be assessed a penalty in an amount equal to two (2) times the monthly common expense assessment for his unit per month for each month such occupancy continues. This penalty shall constitute a "special assessment" and may be collected in any manner authorized for the collection of such assessments. The Board of Directors may, in its discretion, exercise any of its powers under this Declaration to enforce this section, including the commencement of legal action for monetary and/or injunctive relief. Any unit owner who violates this section shall pay the reasonable attorneys' fees and costs of enforcing this section, whether or not such enforcement results in a judgment, which fees and costs shall also be assessed to the unit owner as a "special assessment".

Subleases shall be deemed to be "lease agreements" for all purposes under this Declaration.

(2) The first sentence of Article 17, Section B, of the Declaration is amended to read:

A quorum for any regular or special meeting shall consist of the presence, in person or by proxy, of members whose combined voting percentage equals or exceeds thirty (30%).

(3) The third sentence of Article 16 of the Declaration is amended to read:

The quorum for purposes of any action requiring a greater than majority vote under Articles X through XV shall be the presence, in person or by proxy, of members whose combined voting percentage equals or exceeds fifty percent (50%) of the votes of all classes of the membership.

(4) The second sentence of Article 16 is amended to read:

Written notice, setting forth the purpose or purposes of the meeting, shall be given to all members not less than ten (10) days in advance of the meeting.

(5) Article 13, Section G, subsection 3.c., of the Declaration is amended to read:

the cost of amounts necessary for the establishment and maintenance of reserves for capital improvements and/or replacements, repair, maintenance, insurance premiums, taxes and other charges, as may be determined to be appropriate by the Board of Directors;

(6) The third sentence of Article 19, Section A, of the Declaration is amended to read:

Common expenses may include, but need not be limited to, administrative services, maintenance, electricity, real and personal property taxes, if any, upon the common areas and facilities, reserves for capital improvements and/or replacement, premiums on insurance policies of fire and extended coverage upon the property, including limited common areas and facilities, provided, however, such insurance and the loss provided therefor shall not include the liabilities for loss of any personal property which may be the property of any of the individual unit owners.

(7) Amend Article 20 of the Declaration, by adding sentence C. as follows:

C. Special Assessments. All remedies and procedures described in this Declaration for the collection of delinquent assessments shall apply with equal force to the collection of delinquent special assessments, including the automatic creation of an assessment lien and remedies for the foreclosure thereof.

In Witness Whereof, the undersigned have caused these amendments to be duly recorded as of this 21 day of September, 1987.

Kala Point Condominium Association

By Ed Sampson
President

Margaret J. Berry
Secretary

313455

UTILITY EASEMENT AND WATER SUPPLY AGREEMENT

Kala Point Condominium Association ("Grantor"), for and in consideration of the sum of one Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, conveys and quitclaims to Kala Point Utility Company, a Washington Corporation ("Grantee"), as a covenant running with the land, for the purposes herein set forth, a non-exclusive easement over, under, and across the real property known as Kala Point Condominium Division No. 1 and recorded under Jefferson County Auditors File No. 235450 in Volume 1 of Condominiums pages 41-42 as such has been amended from time to time.

1. PURPOSE: This utility easement is given by Grantor and Grantee for the purpose of maintaining, replacing, and repairing the existing well, pumps, valves and pump house enclosure associated with Well #1 of the Kala Point Water System. Well #1 is shown on that certain survey map recorded under Jefferson County Auditors file number 313457 in Book 9 of Surveys at page 91. Grantor further grants to Grantee exclusive use of the water rights to Well #1 as such were issued under certificate number G2-23892C.

2. AGREEMENT TO SUPPLY WATER: Grantee agrees to supply water to Grantor under the terms of the current Washington Utilities and Transportation Commission Tariff - WNU-1 effective 2/1/87 as the same is revised from time to time.

3. TERM: This easement shall exist until such time as the appropriate governmental authorities determine that Well #1 is no longer required as part of the Kala Point Water System.

4. SUCCESSORS AND ASSIGNS: The rights and obligations of the parties hereto shall be for the benefit of and be binding upon their respective heirs, personal representatives, successors and assigns.

Dated this 6th day of JAN 1988

KALA POINT CONDOMINIUM ASSOCIATION

by Robert Sampson
Robert Sampson, President

KALA POINT UTILITY COMPANY

By William H. Lindeman
William H. Lindeman, President

RECORDED
VOL. 254 PAGE 1-2
OF GENERAL RECORDS
SECTION OF
Land Survey
MAR 15 AM 9:54
MAR 15 1988
JEFFERSON COUNTY AUDITOR
BY A. H. [Signature]

Add Acknowledgements

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF JEFFERSON) ss.

On this 6th day of Jan, 1988,
before me, a NOTARY PUBLIC in and for the State of Washington; per-
sonally appeared WILLIAM H. LINDEMAN, to me known to be the
PRESIDENT OF KALA POINT UTILITY COMPANY, that executed the within
and foregoing instrument and acknowledged said instrument to be
the free and voluntary act and deed of said corporation for the
uses and purposes therein mentioned, and on oath stated that they
were authorized to execute said instrument and that the seal
affixed is the corporate seal of said corporation.

Given under my hand and Official Seal this 6th day
of Jan, 1988.

Shannon Drewell
Notary Public in and for the State
of Washington
Residing at Port Townsend

ACKNOWLEDGEMENT

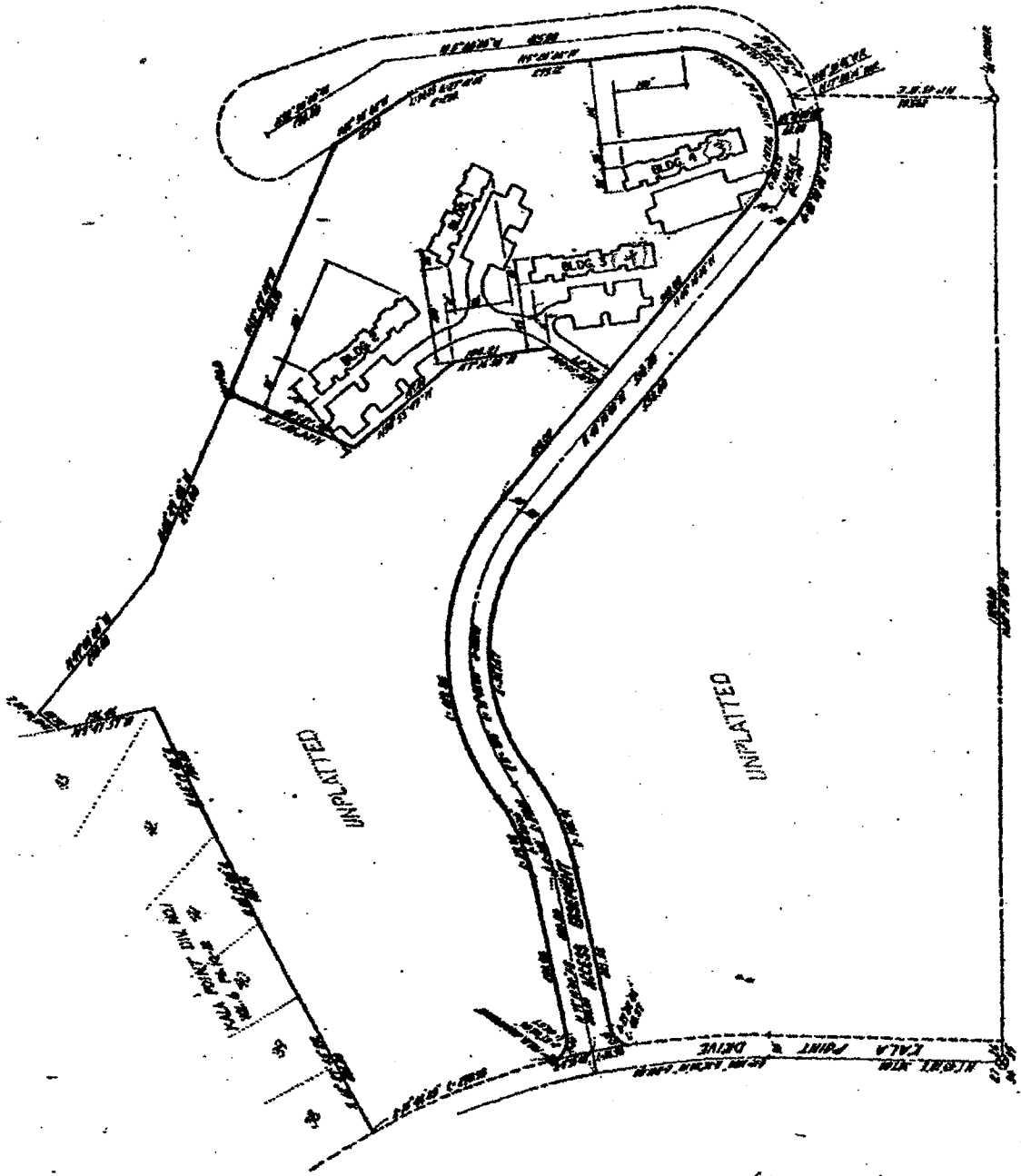
STATE OF WASHINGTON)
COUNTY OF JEFFERSON) ss.

On this 6th day of Jan, 1988,
before me, a NOTARY PUBLIC in and for the State of Washington; per-
sonally appeared ROBERT SAMPSON, to me known to be the
PRESIDENT OF the KALA POINT CONDOMINIUM ASSOCIATION, Inc., that
executed the within and foregoing instrument and acknowledged
said instrument to be the free and voluntary act and deed of said
corporation for the uses and purposes therein mentioned, and on
oath stated that they were authorized to execute said instrument
and that the seal affixed is the corporate seal of said
corporation.

Given under my hand and Official Seal this 6th day
of Jan, 1988.

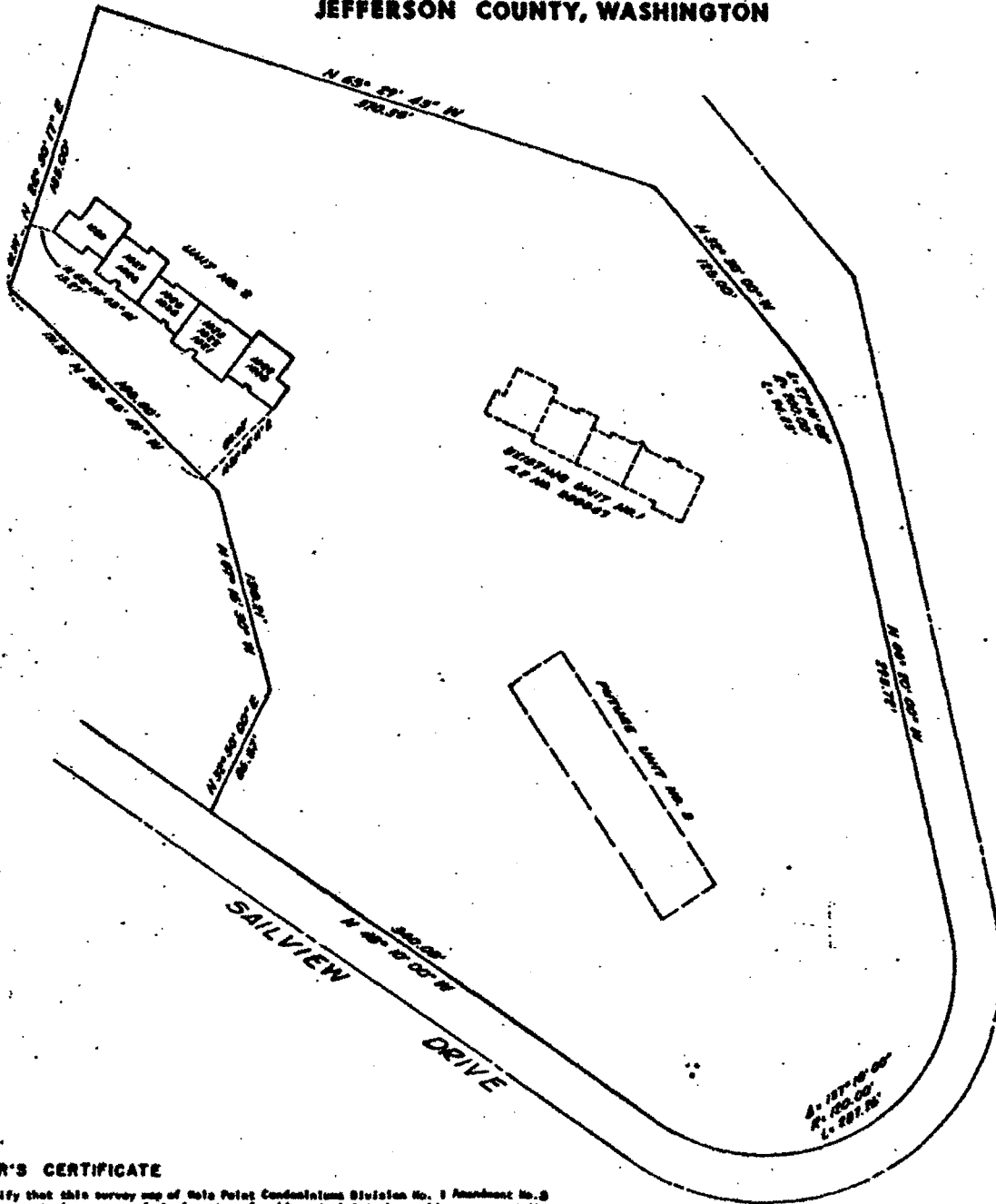
Shannon Drewell
Notary Public in and for the State
of Washington
Residing at Port Townsend

**A CONDOMINIUM
 A PORTION OF SECTION 26 IN T.30N., R.1W., W.M.
 JEFFERSON COUNTY, WASHINGTON**



3RD AMENDMENT TO KALA PT. CONDOMINIUMS DIV. NO. 1

A CONDOMINIUM
SECTION 26, TWP 30 N, RGE 1 W, W.M.
JEFFERSON COUNTY, WASHINGTON



SURVEYOR'S CERTIFICATE

I hereby certify that this survey map of Kala Point Condominium Division No. 1 Amendment No. 3 is based upon an actual resurvey of the location of said condominium that said courses and distances shown are correct and that I have complied with the provisions of the applicable statutes and that said plan accurately depicts the location and dimensions of Building No. 2 "as-built".

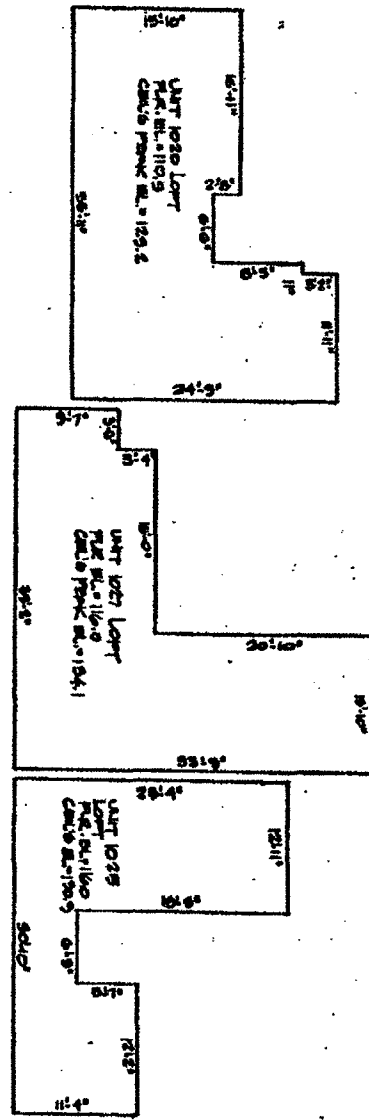
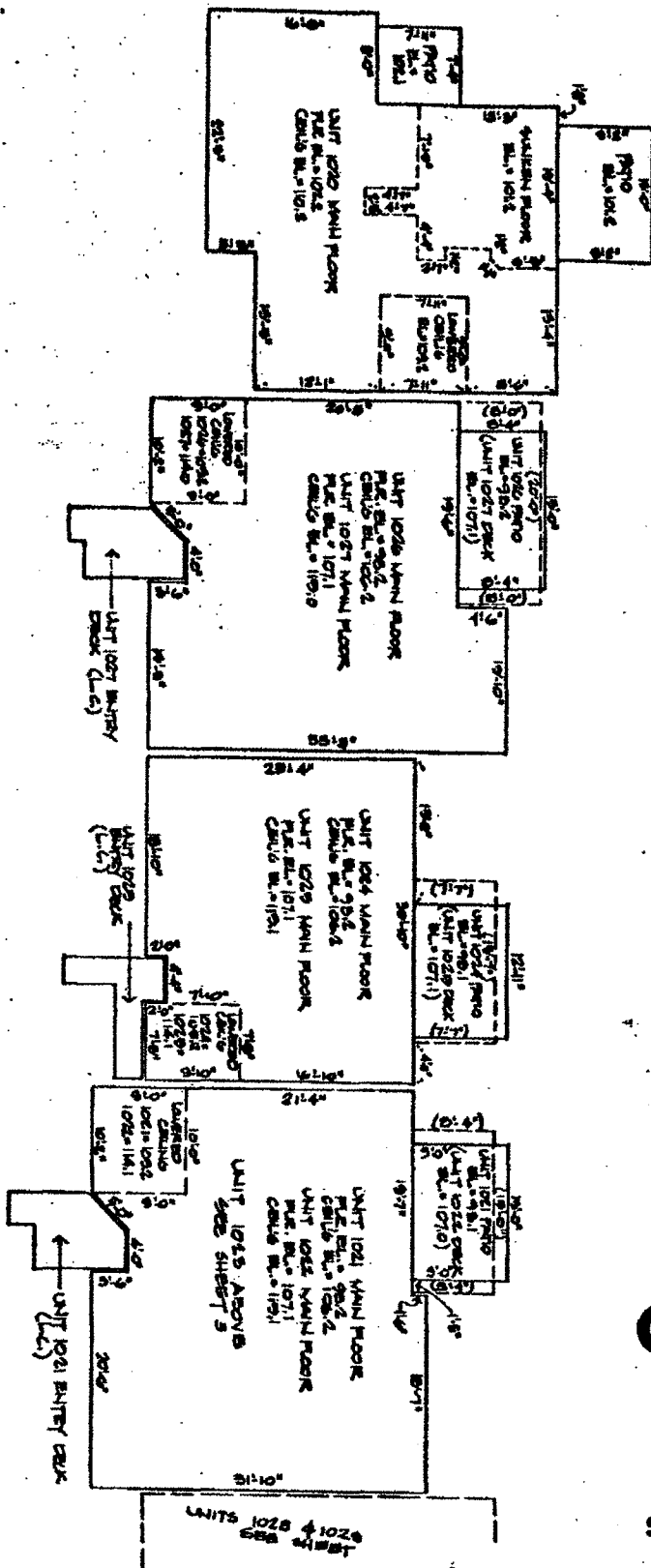


John C. Erickson
John C. Erickson, PLS No. 1785

Note: This plan is a 3rd amendment to the plat of condominium recorded under Jefferson County Auditor's File No. 235458 and recorded in Volume 1 of Condominiums, pages 51-52 and amendment recorded under Jefferson County Auditor's File No. 288997 and recorded in Volume 1 of Condominiums, pages 43-45 records of Jefferson County Auditor, AND AMENDMENT RECORDED UNDER JEFFERSON COUNTY AUDITOR'S FILE NO. AND RECORDED IN VOLUME 1 OF CONDOMINIUMS, PAGES RECORDS OF JEFFERSON COUNTY AUDITOR.

RECORDING CERTIFICATE

Filed for record at the request of Kala Point
this 30 day of June 1978, at 66
minutes past 5 P.M. and recorded in Volume 1
of Condominiums on pages 52 & 53 records of Jefferson
County Auditor.

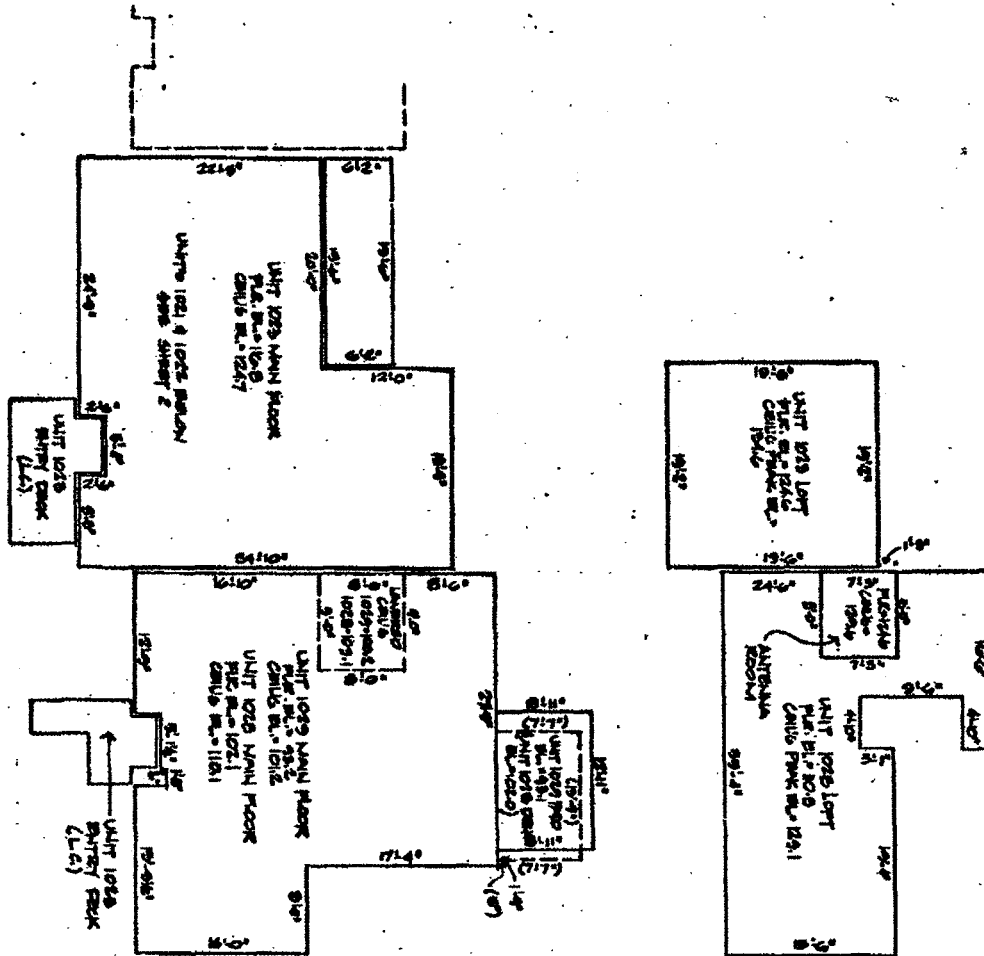


**3RD AMENDMENT TO
KALA PT.
CONDOMINIUMS
DIV. NO. 1**

A CONDOMINIUM

**SECTION 26, TWP 30 N, RGE 1 W, W. M.
JEFFERSON COUNTY, WASHINGTON**

224
2022

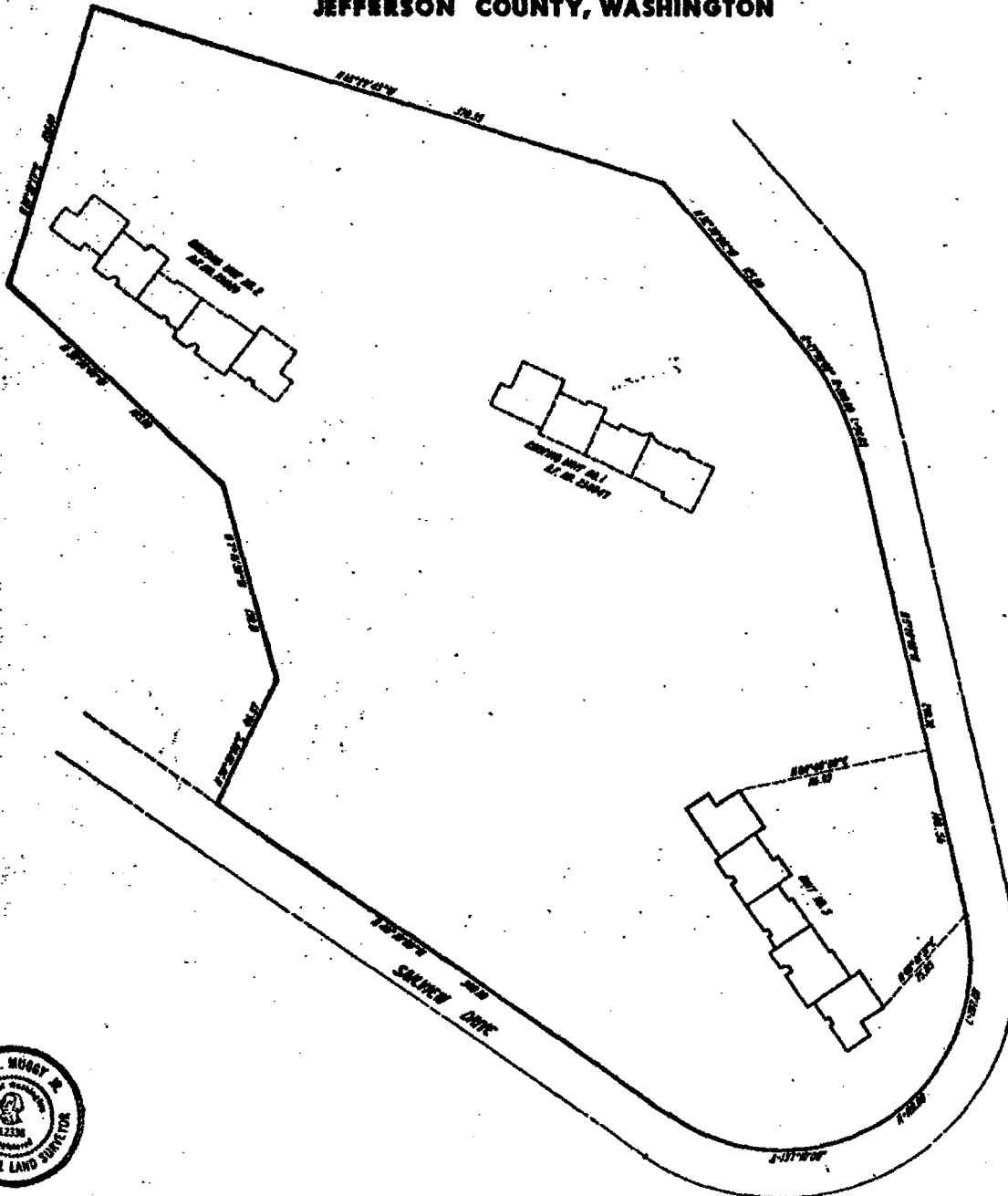


**3RD AMENDMENT TO
KALA PT. CONDOMINIUMS DIV. NO. 1
A CONDOMINIUM**

**JEFFERSON COUNTY, WASHINGTON
SECTION 26, TWP 30 N, RGE 1 W, W.M.**

4TH AMENDMENT TO KALA PT. CONDOMINIUMS DIV. NO. 1 A CONDOMINIUM

SECTION 26, TWP 30 N, RGE 1 W, W.M.
JEFFERSON COUNTY, WASHINGTON



SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY AND MAP OF KALA POINT CONDOMINIUMS DIV. NO. 1 AMENDMENT NO. 4 IS BASED ON AN ACTUAL SURVEY OF THE LOCATION OF SAID CONDOMINIUMS THAT SAID SURVEY AND INSTRUMENTS SHOWS ARE CORRECT AND DO NOT CONTRADICT WITH THE PROVISIONS OF THE APPLICABLE CODES AND THAT SAID PLAN ACCURATELY DEPICTS THE BOUNDARY AND DIMENSIONS OF SAID LANDS 'AS SHOWN'.

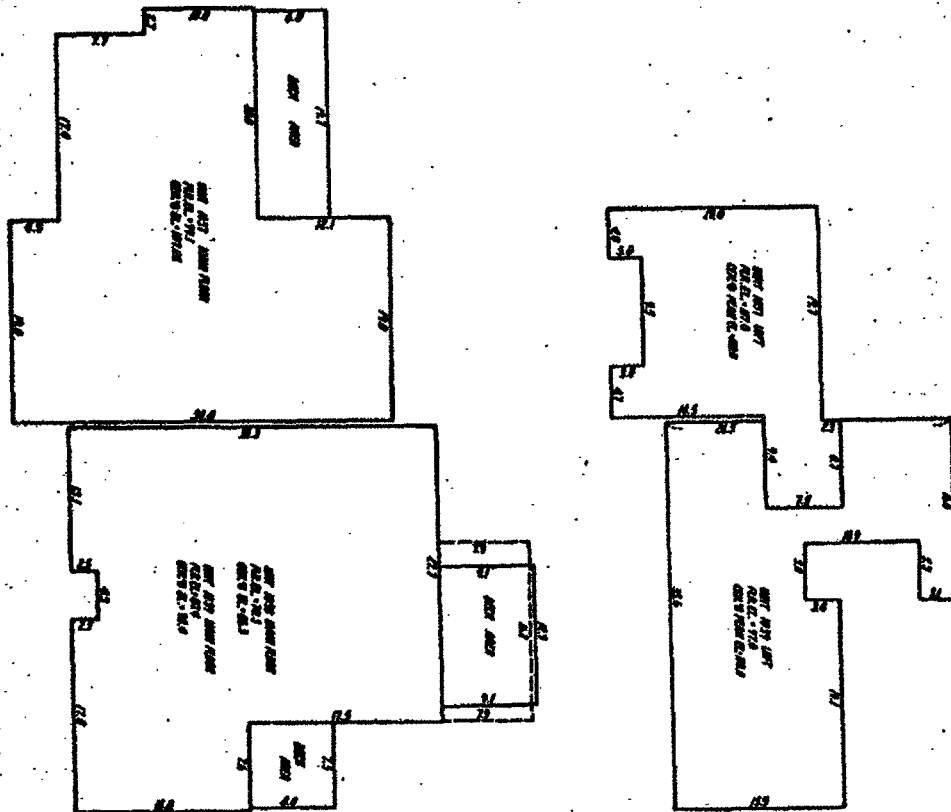
Alex E. Huggs
ALEX E. HUGGS, S. P.L.S. No. 12228

057683

RECORDING CERTIFICATE
FILED THIS RECORD IN THE OFFICE OF _____ Kala Point Div.
THIS _____ DAY OF _____ 1977, AT _____ MINUTES
BY _____ AND REGISTERED AS INSTRUMENT NO. _____ OF CHANDLER
ON JANUARY _____, 1977. RECORDS OF JEFFERSON COUNTY WASH.

NOTE: THIS PLAN IS A FOURTH AMENDMENT TO THE PLAN OF CONDOMINIUMS RECORDED UNDER JEFFERSON COUNTY INSTRUMENT FILE NO. 25401 AND RECORDED IN OFFICES OF CHANDLER, PAGE 44-48 AND INSTRUMENTS RECORDED UNDER THE FOLLOWING INSTRUMENTS:

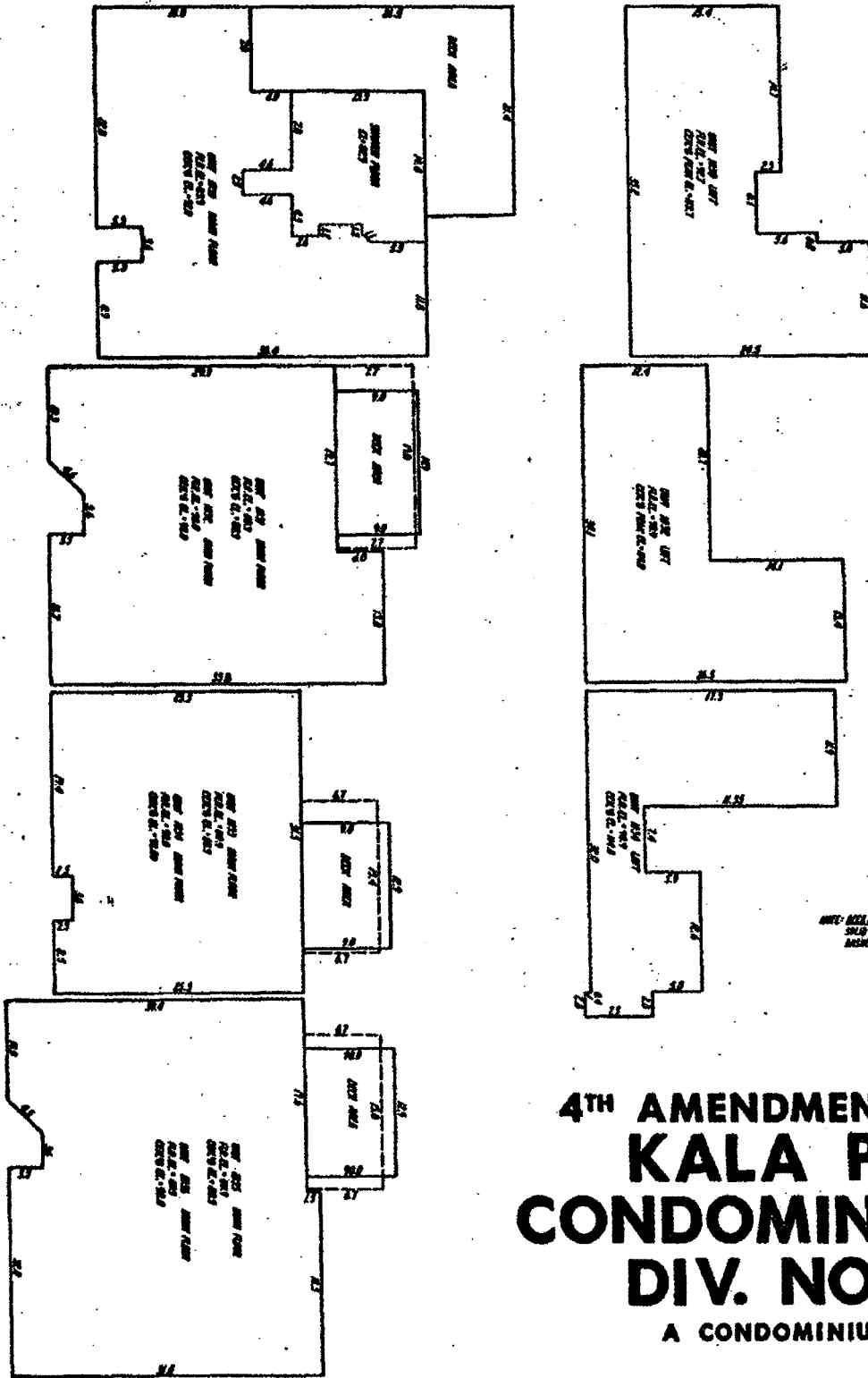
AMENDMENT NO.	INSTRUMENT NO.	CONDOMINIUM NO.	DATE
340	25401	1	03 20 76
	25402	1	03 20 76



NOTE: DIMENSIONS
 SHOWN ARE APPROXIMATE
 DIMENSIONS AND SHOULD NOT BE
 USED FOR CONSTRUCTION PURPOSES

**4TH AMENDMENT TO
 KALA PT. CONDOMINIUMS DIV. NO. 1
 A CONDOMINIUM**

**JEFFERSON COUNTY, WASHINGTON
 SECTION 26, TWP 30 N, RGE 1 W, W.M.**



NOTE: ALL DIMENSIONS ARE APPROXIMATE AND SHOULD BE USED AS A GUIDE ONLY. DIMENSIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

**4TH AMENDMENT TO
KALA PT.
CONDOMINIUMS
DIV. NO. 1
A CONDOMINIUM**

**SECTION 26, TWP 30 N, RGE 1 W, W.M.
JEFFERSON COUNTY, WASHINGTON**

26261

**5TH AMENDMENT TO
KALA PT. CONDOMINIUMS DIV. NO. 1
A CONDOMINIUM
SECTION 26, TWP 30 N, RGE 1 W, W.M.
JEFFERSON COUNTY, WASHINGTON**



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY MAP OF KALA POINT CONDOMINIUM DIV. NO. 1 AMENDMENT NO. 5 IS BASED ON AN ACTUAL RESURVEY OF THE LOCATION OF SAID CONDOMINIUM, THAT SAID COURSES AND DISTANCES SHOWN ARE CORRECT, AND THAT I HAVE COMPLIED WITH THE PROVISIONS OF THE APPLICABLE STATUTES, AND THAT SAID PLAN ACCURATELY DEPICTS THE LOCATION AND DIMENSIONS OF BUILDING NO. 4 AS BUILT.

Glen C. Mudgett
GLEN C. MUGGETT, S.L.S. NO. 2282



NOTES: THIS PLAN IS A FIFTH AMENDMENT TO THE PLAT OF CONDOMINIUM RECORDED UNDER JEFFERSON COUNTY AUDITOR'S FILE NO. 253400 AND RECORDED IN VOLUME 7 OF CONDOMINIUMS, PAGES 41-52, AND AMENDMENTS RECORDED UNDER THE FOLLOWING INFORMATION:

AMENDMENT NUMBER	JEFFERSON CO. A.P. NO.	CONDOMINIUM VOLUME	PAGES
5th	250647		48 TO 49
4th	251029		87 TO 89
	257483		85 TO 84

262615

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF *Kala Pt. Assoc.* THIS 24 DAY OF *December 2014* AT 12:00 MINUTES P.M. AND RECORDED IN VOLUME 109 OF CONDOMINIUMS ON PAGES 85-86 RECORDS OF JEFFERSON COUNTY AUDITOR.



LAND TITLE COMPANY

382220

Filed for Record at Request of

AFTER RECORDING MAIL TO:

Name Richard Canaan

Address 4098 NORRIS AVE

City, State, Zip SACRAMENTO CA 95821

Escrow No.
95-6-25

DECLARED BY 57 PAGE 459
 This Space Reserved For Recorder's Use:
LAND TITLE COMPANY
 1995 JUN -8 PM 1:41
 JAMES H. ELDRIDGE
 JEFFERSON COUNTY AUCTIONER
[Signature] DEPUTY

Quit Claim Deed

THE GRANTOR Richard Canaan and Mary Canaan
 for and in consideration of mere change in identity or form
 conveys and quit claims to Richard Canaan Family 1993 Trust
 the following described real estate, situated in the County of Jefferson, State of Washington,
 together with all after acquired title of the grantor(s) therein:

Unit 1039 of Kala Point Condominium, Division No. 1,
according to the amended declaration recorded
under Auditor's File No. 310465, records of
Jefferson County, Washington.

Situate in County of Jefferson, State of
Washington

LAND TITLE COMPANY
 has placed this document of record as a
 customer courtesy and accepts no liability
 for the accuracy or validity of the document.

Dated: June 8, 1995
Richard Canaan

Mary Canaan

STATE OF Washington
 County of Jefferson

JEFFERSON COUNTY EXCISE TAX
 Aff. No. 71083
 Date Paid 6/15/95 Amt. 0
 By [Signature]
 (TREASURER)

I certify that I know or have satisfactory evidence that Richard Canaan
and Mary Canaan, is/are the person(s) who appeared
 before me, and said person(s) acknowledged that they signed this instrument and
 acknowledged it to be their free and voluntary act for the uses and purposes
 mentioned in this instrument.

Dated June 8, 1995



Kathy Ann Sufer
 Print/Notary name Kathy Ann Sufer
 Notary Public in and for the State of Washington
 Residing at: Port Hadlock
 My appointment expires: 8-24-98

LPB-12
JUN - 8 1995

251028

RECORDED IN VOLUME 104
OF OFFICIAL RECORDS OF
JEFFERSON COUNTY, WA.
88-99
PACIFIC NATIONAL TITLE INSURANCE CO.
JUN 30 PM 3:21

AMENDMENT NO. 2

OF

DECLARATION OF KALA POINT CONDOMINIUMS

DIVISION I

DETTI J. ANDERSON
SECRETARY
J. Hatfield

This is the second amendment to the DECLARATION for KALA POINT CONDOMINIUMS, DIVISION I (Condominium), which declaration was filed on November 8, 1976, under receiving No. 238236 and recorded in Volume 78 of Records, pages 474-509, Jefferson County, WA. The original plans, survey map and plat of the Condominium was filed on June 30, 1976 under receiving No. 235450, and recorded in Volume 1 of Condominiums, pages 41-42, Jefferson County, WA. The declaration and plans, survey map and plat were amended by Amendment filed on December 10, 1976, under receiving No. 238847, and recorded in Volume 1 of Condominiums, pages 43-45, Jefferson County, WA. (As so amended the declaration and plans, survey map and plat are called respectively the "Declaration" and "Plat.")

The Condominium is proposed to consist of four buildings. Building 1 has been completed and units conveyed to owners. Building 2 is nearing completion but still owned by Declarant. Buildings 3 and 4 have not been commenced. The undersigned being all the Owners and encumbrancers of Units and Declarant, desire to and hereby amend the Declaration as follows:

(1). Article 4 is amended to read:

The Plat of KALA POINT CONDOMINIUMS, DIVISION I, being the property on which the units are located, has been filed in the office of the auditor of Jefferson County, WA., on June 30, 1976, under receiving No. 235450, as amended by Amendment filed on December 10,

1976, under receiving No. 238847. By such filings, the plans, survey map and plat are by this reference incorporated herein.

(2). The following sections only of Article 7 are amended to read:

D. "Buildings": the buildings located and to be located on the Properties will contain up to 37 units. The units are one and two story and are principally of wood construction, all as indicated in the survey maps and plans filed and to be filed in connection with this Declaration.

K. "Development Period" shall mean that period of time from the day of recording this Declaration until the date upon which seventy-five percent (75%) of Units 1 through 37, inclusive, according to the said Plat have been sold by the Declarant and/or Developer, or October 13, 1981, whichever first occurs.

L. "Member" shall mean each person or entity which owns a unit. There shall be one membership per unit which shall be inseparably appurtenant to each unit.

N. "Plat" shall mean the plans, survey map and plat of KALA POINT CONDOMINIUMS, DIVISION I recorded in Volume 1 of Condominiums, pages 41-42, as amended by Amendment recorded in Volume 1 of Condominiums, pages 43-45, Jefferson County, WA., and as the same may be hereafter amended.

O. "Properties" shall mean the real property described in the plat, including easements therein.

P. "Unit" shall mean "Apartment" as defined in R.C.W. 64.32.010.

STATE OF WASHINGTON)
) ss.
COUNTY OF Clallam)

On this 29th day of June, 1978, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Charles P. Williams to me known to be the President of Port Angeles Savings and Loan Association, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.



WITNESS my hand and official seal hereto affixed the day and year first above written.

J. W. Wynn
Notary Public in and for the State of
Washington, residing at Port Angeles

STATE OF WASHINGTON)
) ss.
COUNTY OF JEFFERSON)

On this 28th day of JUNE, 1978, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KENNETH G. ROLETT to me known to be the VICE-PRESIDENT of Island Savings and Loan Association, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Cindy Groom
Notary Public in and for the State of
Washington, residing at PORT TOWNSEND