

375388

**RESTATED AND REVISED  
KALA TERRACE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**Recitals**

Reference is made to that certain DECLARATION of Covenants, Conditions and Restrictions (Declaration) dated the 26th day of November, 1990, wherein Kala Point Development Company, a Washington Limited Partnership (Declarant) was the Declarant; a copy of the Declaration was recorded March 22, 1991, Auditor's file 338991 in Volume 332, pp 543-553 inclusive, official records of Jefferson County, State of Washington.

Since the execution and recording of the Declaration, there have been several changes and Declarant desires to restate, amend and re-publish the Covenants, Conditions and Restrictions. Accordingly the Declaration is hereby restated and amended to read as follows:

Declarant is the owner of the real property in Jefferson County, Washington, described on Exhibit A (the "Property").

The Property is subdivided as shown on the plat for Kala Terrace recorded in Volume 6 of Plats, pages 150-153, records of Jefferson County, Washington.

Declarant wishes to subject the Property to this Declaration.

THEREFORE, Declarant declares that the Property, subject to all restrictions and easements of the plat, shall be subject to the covenants, conditions and restrictions hereinafter set forth.

**ARTICLE I.**

**RESTATED AND REVISED MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF RECORD OF KALA POINT OWNER'S ASSOCIATION**

For purposes of the restated and revised master declaration of covenants, conditions and restrictions of record of Kala Point Swim and Racquet Club recorded September 17, 1984 under Recording No. 291353, records of Jefferson County, Washington (the "Master CC&R's"), the Property constitutes a Division 15 and the Property shall be subject to all the covenants, conditions and restrictions contained in the Master CC&R's. Each owner of a lot (a "Lot") comprising the Property shall be a member of the Kala Point Owner's Association and shall be entitled to all the rights and privileges and subject to all the obligations of members of the Kala Point Owner's Association, without limitation the obligation to pay such dues and assessments as may be established from time to time by the Kala Point Owner's Association.

## ARTICLE 2.

### WATER AND SEWER SERVICES

Water and sewer services to the Property shall be supplied by Kala Point Utility Company, a private utility company. Charges for water are \$24.30 per month per Lot and charges for sewer are \$10.00 per month per Lot. These charges are subject to change based upon the actual increase or decrease in the operational and maintenance costs computed on a pro rata basis for all users of Kala Point Utility Company water and sewer services. The Declarant has entered into an agreement with Kala Point Utility Company and Jefferson County, Washington pertaining to the maintenance and management of the sewage disposal system for Lots 1-9 and 14-20. A copy of this agreement is attached as Exhibit B.

Lots 10-13 and 21 each will have their own separate septic system which will be the responsibility of the respective lot owner for installation and maintenance. These four lots (10-13) will not be subject to the monthly sewer charge.

The community drainfields for Lots 1-9 and 14-20 together with associated sewer lines to each lot line will be installed by the Declarant. Each lot owner will be responsible for the cost of installation of a septic tank and connection lines to the system at the time his house is constructed.

## ARTICLE 3.

### COMMON AREAS AND COMMON AREA MAINTENANCE

Tract E, the open space containing active and reserve drainfields for the property and adjacent properties and Tract C shall be owned in common by all the lots in the property. Each lot owner shall have a 1/21 undivided interest in Tract E and in Tract C. Declarant intends to landscape these areas together with certain areas along the lot boundaries of Sailview Drive and Terrace Drive. Declarant intends to enter into an annual maintenance agreement with Kala Point Utility Co. for upkeep of Tract E and C and the landscaped borders of Sailview Dr. and Terrace Dr. Cost of this agreement will be billed pro-rata to each owner on a quarterly basis by the Utility company. Declarant shall pay its pro-rata share for any unsold lots. Lot owners shall have the right to cancel this agreement by a vote of the majority of lot owners.

## ARTICLE 4.

### EASEMENTS AND LICENSE AGREEMENTS

As noted on the final plat map Declarant has granted a license agreement to Kala Point Village Association to use a portion of Tract E.

This agreement is recorded under Jefferson County Auditor's file number 334905. Declarant has also granted Kala Point Village Association an easement for reserve drainfields in a

portion of Tract E. This easement is recorded under Jefferson County Auditor's file number 334904.

Declarant reserves the right to install active and reserve drainfields in Tract E for use by lot 21 at such time as Lot 21 is developed. Declarant, in its sole discretion, shall have the right to amend this declaration at such future date to add a recorded easement for this purpose.

Declarant reserves the right to enter onto owner's lot where necessary to undertake the landscape installation and maintenance as set forth in Article 3 above.

#### ARTICLE 5.

#### BUILDING RESTRICTIONS

Section 4.1 Number of Bedrooms. Lot 1-20 are each restricted to a structure containing no more than 2 bedrooms.

Section 4.2 Building Height. Certain lots shall have a height restriction as established by Declarant in its sole discretion, by amendment to this Declaration.

Section 4.3 Architectural Theme. To preserve the planned development theme of Kala Terrace, certain architectural guidelines have been established by the Declarant and are set forth in Exhibit C of this Declaration. Declarant in its sole discretion, shall have the right to amend Exhibit C from time to time as new materials and products become available. Lot 21 shall be exempt from Exhibit C requirements.

Section 4.4 Landscaping. Prior to completion of a residential structure the lot owner shall submit a landscape plan of the lot for approval by the Declarant before installation of the landscape plan. Landscaping shall be completed within six months of the completion date of the structure.

Section 4.5 Master CC&R's. The restrictions contained in subsections 4.1 thru 4.4 are in addition to all building restrictions set forth in the Master CC&R's referred in Article 1.

INDEXED  
VOLUME PAGE 382-389  
OF OFFICIAL RECORDS

REC'D BY  
Kala Point Company

1994 SEP 19 AM 11:26

MARY E. GASOURY  
JEFFERSON COUNTY AUDITOR  
BY Yanissia DEPUTY

Article 6.

Amendment

This Declaration can be amended by a unanimous vote of all lot owners until such time as Declarant has sold all of Lots 1-20. Thereafter, the Declaration can be amended by an affirmative vote of 75% of the lot owners.

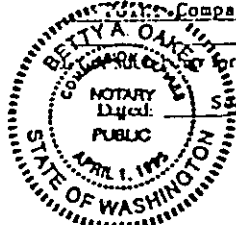
Kala Point Development Company  
A Washington Limited Partnership  
by Kala Point Company, a Washington Corporation General Partner,

William H. Lindeman  
William H. Lindeman, President

STATE OF WASHINGTON,

County of Jefferson }

I certify that I know or have satisfactory evidence that WILLIAM H. LINDEMAN  
is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath  
stated that he/she was authorized to execute the instrument and acknowledged it as the President of Kala  
Point Development Company, general partner of the KALA POINT DEVELOPMENT COMPANY of  
to be the free and voluntary  
for the uses and purposes mentioned in the instrument.



September 19, 1994

Betty A. Oakes  
Notary Public for the State of Washington

My appointment expires 4/1/95

ACKNOWLEDGMENT — REPRESENTATIVE CAPACITY  
FIRST AMERICAN TITLE COMPANY  
WA — 48 (AMENDED 1989)

## POOR QUALITY FOR FILMING

### EXHIBIT A

That portion of the southwest quarter of the Southwest quarter of Section 26, Township 30 North, Range 1 West, W.M., in Jefferson County, Washington and of Kala Point Village Phase 5, according to the condominium thereof recorded in Volume 1 of Condominiums, pages 119 thru 121, records of Jefferson County described as follows:

Beginning at the Southwest corner of said Section 26; thence South  $88^{\circ}23'03''$  East along the South line of said Section 26 a distance of 30.00 feet to the Easterly line of Kala Point Div. No. 1, according to the plat thereof recorded in Volume 6 of Plats, pages 10 thru 12, records of said Jefferson County, and the TRUE POINT OF BEGINNING; thence continuing South  $88^{\circ}23'03''$  East along said South line 1071.00 feet to the Southeast corner of a Drainfield Easement as described in instrument recorded under Jefferson County Recording No. 259243; thence continuing South  $88^{\circ}23'03''$  East along said South line 40.00 feet; thence North  $22^{\circ}15'40''$  West 98.42 feet to the East line of said Drainfield Easement; thence North  $01^{\circ}41'18''$  East 124.00 feet to the Northeast corner of said Drainfield Easement; thence North  $88^{\circ}23'03''$  West along the North line thereof 116.19 feet to the Southeasterly line of Kala Point Village, Phases 1 and 2, according to the Condominium thereof recorded in Volume 1 of Condominiums, pages 46 thru 56, records of Jefferson County; thence South  $41^{\circ}50'00''$  West 18.33 feet to an angle point in the South line of said Kala Point Village, Phases 1 and 2; thence North  $88^{\circ}23'03''$  West along said South line and the South line of Kala Point Village Phases 3 and 4, according to the condominium thereof recorded in Volume 1 of Condominiums, pages 97 thru 101, records of said Jefferson County, and the South line of Kala Point Village Phase 5, according to the condominium thereof recorded in Volume 1 of Condominiums, pages 119 thru 121, records of said Jefferson County a distance of 497.41 feet; thence North  $01^{\circ}26'57''$  East 60 feet; thence North  $37^{\circ}27'40''$  East 107.12 feet to a point of curve; thence Northerly along said curve to the left, having a radius of 87.21 feet, thru a central angle of  $58^{\circ}32'21''$ , an arc distance of 21.15 feet; thence North  $21^{\circ}08'23''$  West 106.43 feet; thence North  $48^{\circ}12'47''$  West 13.48 feet to the Southerly line of Tract B, said Kala Point Village, Phases 1 and 2; thence South  $69^{\circ}00'00''$  West 102.41 feet to the most Southerly corner of said Tract B; thence North  $26^{\circ}20'00''$  West 147.30 feet to the most Westerly corner of said Tract B and the Southerly margin of Sailview Drive as shown on the Plat of Kala Point Division No. 5, according to the plat thereof recorded in Volume 6 of Plats, pages 42 thru 46, records of said Jefferson County; thence along the Southerly margin of said Sailview Drive the following courses, curves and distances: Westerly on a curve to the right, the center which bears North  $26^{\circ}20'00''$  West 200.00 feet, thru a central angle of  $15^{\circ}40'00''$ , an arc distance of 87.27 feet; thence South  $29^{\circ}10'00''$  West 221.55 feet to a point of curve; thence Southeasterly along said curve to the left, having a radius of 30.00 feet, thru a central angle of  $87^{\circ}02'06''$ , an arc distance of 45.57 feet to a point on the Easterly margin of Kala Point Drive as shown on the plat of said Kala Point Div. No. 1; thence leaving the Southerly margin of said Sailview Drive and along the Easterly margin of said Kala Point Drive, Southerly on a curve to the right, the center which bears South  $82^{\circ}07'54''$  West 1100.00 feet, thru a central angle  $20^{\circ}12'47''$ , an arc distance of 187.14 feet; thence South  $01^{\circ}41'18''$  along said center's margin 66.24 feet to the TRUE POINT OF BEGINNING.

**EXHIBIT B**

**Agreement for Management of On-Site Sewage Disposal System  
Recorded in Volume 332 pages 547-553 records of Jefferson County.**

**Exhibit C**

**Architectural Standards -- Kala Terrace**

1. **Roofing Materials:** Currently accepted roofing materials are as follows:
  - a) Shake Like Monier Tile -- Colors Charcoal / Char Grey / Cedar Blend
  - b) Life Tile -- Shake-like Tile -- Charcoal Blend / Brown Blend / Charcoal / Brown Blend

Such other cement tile roofing materials with shake-like or shingle-like appearance may be added by Declarant in color tones consistent with 1(a) and 1(b).

2. **House colors** shall be semi-transparent or semi-solid stains within the color range of the following Cabot Stains:

Dune Grey  
Pewter Grey  
Spruce Blue  
Pewter Grey  
Beachwood Grey

Trim colors should be from the same color spectrum but may be solid. Small accent trims of Teal Tradewinds, Blue Devereux, or Infinity Blue by Martin Senior Paints will be allowed. Such other manufacturer's paint may be approved by Declarant if within this approved color spectrum.

3. **Siding materials** shall be cedar.
4. **Driveways** -- Exposed aggregate or asphaltic concrete.
5. **Building Set Backs** -- Set backs for each lot are detailed in Exhibit D.
6. **Maximum Roof Elevation and Height restrictions** are contained in Exhibit E.

**Exhibit D**

**Building Setback Requirements – Kala Terrace**

1. Set back from Kala Point Drive – 25 feet: affects Lots 2, 3, 6, 7, and 21.
2. Set back from Sailview Drive – 20 feet: affects Lots 1, 2, 20.
3. Set back from Terrace Drive – 20 feet: affects Lots 1, 4, 5, 8, 9, 10, 13, 14, 15, 16, 19, 20.
4. Tracks A, B, D, and F are considered Driveway accesses and have a side set back of 7.5 feet except where increased due to sewer (septic lines) or drainage easements. Affects Lots 1, 4, 5, 8, 10, 13, 16, 19.
5. Ends of Tracks A, B, D and F – 20 feet from a line extended from the front lot boundary through the hammerhead. Front Line of lots – area not on hammerhead – set back of 20 feet. Affects Lots 2, 3, 6, 7, 11, 12, 17, 18.
6. Side and Rear Lot lines not covered in above paragraphs 1-5 – set back is 10 feet. Affects all lots.



395462

395973

AMENDMENT #1 TO RESTATED AND REVISED KALA TERRACE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REQUEST OF CHARTER TITLE CORP.

RECORDED IN 326 PAGE 38  
OCT 17 1996  
JEFFERSON COUNTY AUDITOR

1. Reference is made to that certain Restated and Revised Kala Terrace Declaration of Covenants, Conditions and Restrictions (Declaration) dated September 19, 1994, wherein Kala Point Development Company, a Washington Limited Partnership (Declarant) was the Declarant; a copy of the Declaration was recorded September 19, 1994, under auditors file number 375388 in Volume 513 pp 382-389 inclusive, official records of Jefferson County, State of Washington.

2. Declarant has a pending sale of lot 18 and an option for the sale of lot 17 of the Kala Terrace subdivision to the Kala Point Village Association (KPVA), owner of the property adjacent to the rear lot lines of lot 18 and 17. KPVA intends on closing of lot 18 sale and lot 17 sale if existing option is exercised, to merge lot 18 and lot 17 into the common area of the KPVA Condominium Association common area created under the KPVA Declaration auditors file number 250 367 records of Jefferson County consisting of Phases 1-5.

3. Upon closing of lot 18 sale and recording of the boundary line adjustment merging lot 18 into KPVA common area recorded under auditors file number 395461 records of Jefferson County, the following amendment to the Declaration shall become effective:

- a. Article 1 shall not apply to lot 18 and lot 18 area;
- b. Article 3 shall not apply to lot 18 and lot 18 area as long as this area is maintained by KPVA in a manner consistent with the surrounding KPVA common area landscaping;
- c. Article 5 subsections 4.3 and 4.4 shall not apply to lot 18 and lot 18 area except for paragraph 6 of exhibit C; reference to subsection 4.3 and 4.4 in subsection 4.5 is eliminated;

4. Upon closing of lot 17 sale and recording of the boundary line adjustment merging lot 17 into the KPVA common area, the following amendment to the Declaration shall become effective:

- a. Article 1 shall not apply to the lot 17 and lot 17 area;
- b. Article 3 shall not apply to lot 17 and lot 17 area as long as this area is maintained by KPVA in a manner consistent with the surrounding KPVA common area landscaping;
- c. Article 5 subsections 4.3 and 4.4 shall not apply to lot 17 and lot 17 area except for paragraph 6 of exhibit C; reference to subsection 4.3 and 4.5 in subsection 4.5 is eliminated;

5. Upon closing of lot 18 and lot 17 sale to KPVA, the lot area of each shall be exempt from any assessment created by the Kala Terrace owners except for assessments that may develop for the community drainfield as set forth under the agreement in exhibit B of the Declaration. KPVA/lot 18 and lot 17 if existing option is exercised, shall have the right to use the community drainfields as referenced in article 2 of the declaration.

THIS DOCUMENT IS BEING RE-RECORDED TO ADD RECORDING NO. OMITTED AT RECORDING

OCT 17 1996

NOV 6 1996

VOL 563 PAGE 700

VOL 562 PAGE 326

6. All other Articles and exhibits of the Declaration shall remain unchanged with reference to the lot 18 and 17 and lot 18 and lot 17 areas. On closing of the sale of lot 18 and lot 17 if the existing option is exercised, KPVA shall have all rights and obligations under the Declaration as the owner of two lots, including the right to cast two votes on any matters requiring a vote under the Declaration.

7. Exhibit E of the Declaration is attached hereto and made a part of this amendment.

Kala Point Development Company  
A Washington Limited Partnership, by Kala Point Company, General Partner

William H. Lindeman Pres

William H. Lindeman, Owner Lots 1,2,5-20

Donald L. Shore

Elaine R. Shore  
Owners Lot 3

Fredrick B. White

Nancy L. White  
Owners Lot 4

William H. Lindeman Pres

owner lot 21  
Kala Point Co. Gen Partner  
Kala Point Dev Co. General Part  
Kala Point Office Building Partnership

RECORDED IN 708  
VOL 563 PAGE 704  
OF OFFICIAL RECORDS  
REGISTER OF

CHARTER TITLE CORP.

DOUGLAS H. FLOEDIGE  
JEFFERSON COUNTY AUDITOR

Kawisier DEPUTY

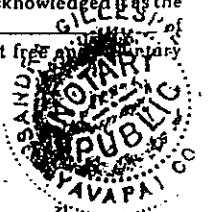
Acknowledgment for above signatures follows:

ARIZONA  
STATE OF WASHINGTON, }  
County of YAVAPAI } ss.

I certify that I know or have satisfactory evidence that FREDRICK & NANCY WHITE  
signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the  
OWNERS OF LOT 4  
KALA TERRACE to be that free and voluntary  
act of such party for the uses and purposes mentioned in the instrument.

Dated: OCTOBER 3, 1996

Sandra Collier  
Notary Public for the State of Washington ARIZONA



ACKNOWLEDGMENT - CORPORATION  
FIRST AMERICAN TITLE COMPANY  
WA - 48

My appointment expires 8/12/99

VOL 562 PAGE 327

562 7114

EXHIBIT E

KALA TERRACE LOTS -- MAXIMUM ROOF ELEVATIONS

Lot 1 - 18' Above Pin Edge of Track A  
Lot 2 - No Restriction  
Lot 3 - No Restriction  
Lot 4 - 17' 5" Above Pin Edge of Track A  
Lot 5 - 18' Above Pin Edge of Track B  
Lot 6 - No Restriction  
Lot 7 - No Restriction  
Lot 8 - 18' Above Pin Edge of Track B  
Lot 9 - No Restriction  
Lot 10 - No Restriction  
Lot 11 - 14' Above Hub in Asphalt  
Lot 12 - 10' Above Hub in Asphalt  
Lot 13 - No Restriction  
Lot 14 - 4' 6" Above Bronze Hub Front of Lot 8  
Lot 15 - 8' 9" " " " " " "  
Lot 16 - 8' 3" " " " " " Lot 4  
Lot 17 - 1' 0" " " " " " "  
Lot 18 - 2' 2" " " " " " "  
Lot 19 - 10' 6" " " " " " "  
Lot 20 - 16' 8" " " " " " "