

DECLARATION OF CONDITIONS AND RESTRICTIONS

FOR

POINTS WEST

LTL Development as "Declarant"

Pursuant to the Laws of the State of Washington and pertaining to and affecting Points West, a Planned Unit Development, the plat of which is recorded under Clark County Auditor's Recording No. H-377, and all other plats contiguous thereto or joined thereto by successive contiguous plats which in the future may be recorded by Declarant, or its assigns or successors in interest, and to which these declared Conditions and Restrictions shall be made applicable by declaration of the owner or owners or dedicator of any such plat.

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS, that LTL Development hereinafter referred to as "Declarant", pursuant to action duly authorized by its partners, hereby declares as follows:

WITNESSETH:

WHEREAS, Declarant hereby certifies and declares it has established and does hereby establish the following general plan, including, but not limited to, the Conditions and Restrictions herein defined, for the improvement, protection, and benefit of property in Points West, a Planned Unit Development, the plat of which is recorded under the Clark County Auditor's Records, for Clark County, Washington, and all other plats which in the future shall be recorded by Declarant, or its assigns or successors in interest, and to which these declared Conditions and Restrictions shall be made applicable by declaration of the owner or owners or dedicator of any such plat, which plats, individually and collectively, are referred to herein as Points West; and

WHEREAS, Declarant does hereby establish the following Conditions and Restrictions subject to which each and all residential lots, single family dwellings, and residential units of every kind and nature and to any other buildings of any nature or purpose in Points West, all of which are herein referred to as "Units", shall be held, used, occupied, leased, sold, assigned or conveyed; and

WHEREAS, said Conditions and Restrictions, each and all of which shall run with the land and shall inure to the benefit of, be imposed upon, and pass to the successor in interest of each and all said units as a servitude in favor of and enforceable by the owner or owners of any other of such units;

NOW, THEREFORE, IT IS HEREBY DECLARED AS FOLLOWS:

Section 1. CONDITIONS, RESTRICTIONS, COVENANTS

1.1 LAND USE. The general plan for location of units, recreational and other buildings for public or common use, commercial areas, and recreation areas, offices, and easements and the recreation center building and maintenance structures, shall be as specified in the several Points West recorded plats. Only single family dwellings with attached garages, and amenities related to any thereof, shall be constructed or maintained in areas designated for residential purposes only; provided, exceptions or variances may be allowed if first approved in writing as provided in Section 1.15. Provided, however, so long as Declarant or its successor in interest shall own property in Points West, it shall be entitled to maintain a sales office and such model homes as it, in its sole discretion, shall determine to be necessary or helpful to the sale of units in the development.

Utilities to service lots will be installed underground; that is, sanitary sewer, storm drainage, water, natural gas, electrical service, telephone lines and cable television lines. All building plans must be submitted to the Declarant for architectural approval prior to obtaining a building permit or any other type of permit from Clark County or any other governmental entity.

1.2 ALTERATIONS AND ADDITIONS, TEMPORARY STRUCTURES, OVER-HANG-
INDEMNITY, ETC.

No exterior alteration or addition shall be made to any premises or building or structure without the prior written approval of the Declarant or the Association as provided in Section 1.15. No structure of a temporary character shall be erected or maintained on any lot other than during the period required for building construction or for an emergency, nor shall any such structure or basement, garage, or trailer be used at any time for living quarters. X No truck, camper, motor home, X trailer, boat, or recreational vehicle shall be parked or shall overhang on any lot, street, sidewalk, driveway, or street planting strip other than temporarily (in no case in excess of 24 hours) and solely for the purpose of loading or unloading or a service call except within the garage structure at residence premises. In addition, except when necessary to avoid conflict with other traffic or when temporarily parking a vehicle for the purpose of and while actually engaged in loading or unloading property or passengers, no person shall stop, overhang or park a vehicle on any street, sidewalk or street planting strip within Points West. If any person violates this provision, then said person shall be subject to the enforcement provisions by the Declarant or the Homeowners Association under Section 4.2 hereinbelow. If any such vehicle is stored or parked in any area designated for that purpose either on the Points West premises or elsewhere, or if any vehicle is stopping, overhanging or parking, such storage or parking or overhanging or stopping shall be solely at the risk of the owner, and neither Declarant nor any other person, firm, or corporation shall have any responsibility therefore, whether or not any fee or charge is made, or paid for the privilege of such storage or parking or overhanging or stopping, and owner agrees to indemnify and hold harmless the Declarant, its successors, and the Association from any and all liability, loss, or damage the Declarant, its successors, and the Association may suffer as a result of claims, demands, costs or judgements against it if any person violates the terms of this Section 1.2.

1.3 FENCES, HEDGES, AND WALLS. On all lots no fence, hedge, structure, wall or retaining wall shall be constructed or exist anywhere on a lot without the prior written approval of the Declarant or as provided in Section 1.15. No planting or structure obstructing vision at roadway intersections or driveways, shall be permissible or maintained. Installation and maintenance of retaining walls that are required and approved in writing by the Declarant due to topographic conditions of individual lots are the sole and absolute responsibility of the property owner and are to be aesthetically incorporated into the landscaping of the lot and are not the responsibility of the Declarant, its successor, or the Points West Homeowners Association.

1.4 ANIMALS Other than a maximum of two (2) household pets, no larger than 15 pounds, or one animal not to exceed 35 pounds, no animals, fowl or reptiles shall be kept or allowed to be kept on any lot or any residential premises. Household pets may not be kept, bred, or maintained for a commercial purpose. Dogs shall be controlled as provided by ordinance of Clark County, Washington. Cats and other pets shall be confined to the dwelling or rear portion of the lot and shall not be permitted to run free or otherwise to be or become a nuisance or a source of annoyance to other residents. The Declarant or the Association may at any time require the removal of any animal which it finds disturbing other owners unreasonably, in the Association's determination, and may exercise this authority for specific animals even though other animals are permitted to remain.

1.5 SIGNS No sign shall be erected or displayed upon any unit or building without prior written permission as provided in Section 1.15; provided, such permission shall not be required for one sign no larger than 6 inches by 24 inches displaying the name and/or address of the occupant; or for one temporary sign no larger than 18 inches by 24 inches advertising the property for sale or rent; or for temporary community decorations, but such signs must be removed upon the sale, rental of the unit, or conclusion of the community project.

1.6 USE OF PROPERTY. No dwelling is to be used for the conduct of business or for any commercial purpose unless prior written approval is obtained as provided in Section 1.15 and such use meets the requirements of any applicable provisions of the Clark County Code. No oil or gas well, mine or quarry, or equipment therefore and no appliance or structure for business purposes shall be located or operated on any of said property designated as residential premises. Installation of flag poles, radio antennae, exterior-mounted television antennae or cable-television antennae, exterior machinery for cooling and/or heating, and structures detached from the dwelling unit are prohibited on units or buildings unless prior written approval is obtained as provided in Section 1.15. Drying lines or apparatus shall be screened from exterior view. Garbage and other waste shall be kept in sanitary containers away from public view and regularly disposed of; and nothing shall be done which may constitute a nuisance or aesthetic burden to the neighborhood or other occupants. It is the obligation of each and every resident or unit owner to strictly comply with Clark County Code Chapter 9.14, et. seq., pertaining to public disturbances, noise or any other rule or regulation pertaining to the same.

1.7 LANDSCAPE AND MAINTENANCE. All front yards shall be landscaped and all yards and growth thereof shall be maintained, cultivated, and kept free from insects and diseases by the Homeowners Association.

1.8 SLOPE AND DRAINAGE EASEMENTS. The owner and occupant of a residential building site will permit access by the owner or occupant of an adjoining or adjacent site to slopes or drainageways on the property of the former to maintain slopes or drainage facilities for the protection and use of such adjoining or adjacent site. Each owner will not block, hinder, or interfere with the established drainage pattern over his land from adjoining or adjacent land.

1.9 OCCUPANCY OF RESIDENTIAL UNITS. Except for LTL, as the Declarant, or an investment entity approved in writing by the Declarant, no residential

unit in Points West shall be occupied by more than four persons, one of which is thirty-five years or older, and not less than eighteen years of age, or who is not a member of the Points West Homeowners Association; provided, this restriction shall not prohibit temporary and social visitation of the occupants of a residential unit by persons not so qualified to be occupants; provided, further, that no children are allowed as full time residents; provided, further, that variances from the restrictions on occupancies defined herein may be granted on such terms and conditions as the granting authority may deem appropriate, as provided in Section 1.15.

1.10 ROOFS, EXTERIOR PAINT COLOR, AND TREES. No roof shall be replaced with other than like material and color without prior written approval as provided in Section 1.15. No structure shall be repainted with other than like color without prior written approval as provided in Section 1.15. No existing tree shall be removed or damaged within Points West and no exterior alteration or addition (whether joined to or detached from any unit or other building) shall be made to any residential unit in Points West unless prior written consent as provided in Section 1.15 shall have been obtained.

1.11 ARCHITECTURAL CONTROL. No building, fence, wall or other structure or landscaping shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location by site plan of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant or its successor as developer, during such period as Declarant or its successor shall own any property in Points West. Thereafter, the jurisdiction and authority shall be exclusively that of the Points West Homeowners Association, acting through its Board of Directors, or by an Architectural Committee composed of three (3) representatives appointed by the Board. In the event said Declarant or

Board or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with.

1.12 MODEL HOMES - SALES FACILITIES OF DECLARANT.

Declarant shall be permitted to maintain during the period of these Conditions and Restrictions upon such portion of the property as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the sale or rental of model homes including but not limited to, a business office, storage area, signs, model units, sales office, and parking areas for all prospective purchasers or tenants of Declarant.

1.13 LOTS SOLD TO BUILDERS. If Declarant sells or otherwise conveys lots to builders, then construction thereof must commence within six (6) months from date of purchase. All exterior improvements (especially exterior cleanliness) must be completed within six (6) months from date of commencing construction. All front yard landscaping must be completed upon completion of residence. In the event said builder fails to commence construction, then the Declarant, in its sole discretion, may exercise a right of economic damages against said builder as well as any other remedies authorized by law or equity.

1.14 GUEST. Guests of residents are allowed to use the recreational and common facilities within Points West and are subject to the posted rules and regulations governing said facilities. Residents are responsible for the actions and damages of their guests.

1.15 GRANT OF WAIVERS OF CONSENTS. Jurisdiction and authority to grant or extend exceptions, variances, waivers, and consents contemplated by the foregoing sections 1.1 through 1.14, inclusive, shall be exclusively in the Declarant or its successor as developer, during such period as Declarant or its successor, shall own any real property in Points West. Thereafter, the jurisdiction and authority shall be exclusively in the Points West Home-

owners Association.

SECTION 2. POINTS WEST HOMEOWNERS ASSOCIATION. Points West Homeowners Association has been duly formed to serve the residents of Points West, a Planned Unit Development.

2.1 MEMBERSHIP Until changed by amendment of its Bylaws, memberships in the Homeowners Association are:

2.1.1 ASSOCIATION MEMBERS Except for LTL Development as the Declarant, or an investment entity approved in writing by the Declarant of a completed residential unit in Points West, and except for lots sold to builders according to Section 1.13 above, each owner of a completed residential unit in Points West shall be an Association Member, subject to the Bylaws; provided, that the purchaser(s) in a contract for the purchase and sale of a residential unit shall be deemed the "owner" of such residential unit for these purposes. Except for LTL Development as the Declarant, or an investment entity approved in writing by the Declarant, each Association Member shall be at least eighteen (18) years of age providing further that one of the Association Owners of any unit shall be at least thirty-five (35) years of age. Each Association Member and LTL Development as the Declarant, or an investment entity approved in writing by the Declarant, shall be entitled to one vote per residential unit owned by such member or said Declarant or investment entity; provided that if two (2) or more Association members or an investment entity shall own any residential unit by any form of co-tenancy or community property type of interest, such ownership is entitled to one vote, and the community or co-owners shall designate in writing filed with the secretary of the Homeowners Association the one of their number who shall exercise the voting rights for such residential unit.

The rights and privileges of an Association Membership shall terminate when the holder of any such Membership shall cease to qualify as an owner, and his or its certificate of membership shall thereupon be void.

2.2 . ASSESSMENTS, PURPOSE OF ASSESSMENTS, LIENS AND COLLECTIONS.

Declarant maintains and reserves the right to veto any assessments so long as Declarant owns property in the project.

2.2.1 ASSESSMENTS. Subject to the final approval of Declarant, in writing, the Homeowners Association is vested with power and authority to, and shall, assess and collect from time to time from its Association Members: (1) annual assessments and/or monthly dues and/or charges on a per occupant basis, and (2) special assessments for capital improvements on a per unit basis, such assessments to be fixed, assessed, and collected as hereinafter provided. Such annual assessment and/or monthly dues and/or charges shall be chargeable ratably based upon the number of occupants residing in the respective residential units in Points West. Such special and/or capital assessments shall be chargeable ratably based upon the number of units in Points West. Each such assessment, together with interest at the rate of twelve (12) percent per annum from the due date on the unpaid balance of the assessment and costs and expenses, and also including a reasonable attorney's fee (whether or not suit is filed, and including any appeal from any court decision), incurred in the collection thereof, shall become a charge against the respective residential unit and a continuing lien on the residential unit against which the assessment is made, which lien may be enforced by a suit in law or equity. Each owner of a residential unit, by acceptance of a deed or contract or other conveyance therefore, whether or not it shall be so expressed in such deed or contract or other conveyance, is deemed to covenant and agree to pay to the Homeowners Association each such annual or special assessment; and each such assessment shall be the personal obligation of the owner of such residential unit as of the date the assessment is declared due as well as a lien against the residential unit. No owner may avoid liability for the assessments provided for herein by non-use of the community facilities by himself or any occupant of the residential unit against which the assessment is levied.

2.2.2 Purpose of Assessments. The assessments levied by the Points West Homeowners Association shall be used exclusively for maintenance of RV parking area, private roads, care and up-keep of all front yards and landscaping, Recreational Building, all perimeter fencing of Points West, a Planned Unit Development, and any other facilities devoted to this purpose, and related to the use and enjoyment of the common areas and facilities in the Points West area.

2.2.3 Basis of Annual Assessments. Subject to change as hereinafter provided, the annual assessment shall be _____ per residential unit, with proration on a calendar year basis respecting any resident whose residence commences or terminates other than as of January 1. The annual assessment may be increased or decreased effective January 1 or July of each calendar year by action of the Board, without vote of the membership. The assessment shall be payable on or before January 10. Any increase effective July shall be payable on or before the following July 10.

2.2.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Declarant and/or the Board may levy, effective January 1 or July 1 of each calendar year, a special assessment against each and every unit for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair, maintenance, or replacement of any partial improvement described in the notice of the Board meeting at which such action shall be considered.

2.2.5 Uniform Rate of Assessment. Unless otherwise provided by action of the Board, annual assessments as set forth above shall be fixed at a uniform rate per owner of all residential units and may be collected on an annual basis, or such other basis as the Board shall determine. Special assessments as set forth above shall be fixed at a uniform rate against each and every unit. During any period when the Declarant, or its successors in interest as developers, shall own any real property in Points West, any action of the Board fixing any assessment on other than a uniform rate per occupant shall be invalid unless the Declarant, or its successors in interest as developers, shall concur in writing with that action.

2.2.6 Subordination of Lien to Mortgages or Deed of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or Deed of Trust encumbering the residential unit upon which it is levied. Sale or transfer of any lot or residential unit shall not affect the assessment lien. However, the sale or transfer of any lot or residential unit which is subject to any mortgage or Deed of Trust, pursuant to a decree of foreclosure under such mortgage or Deed of Trust or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such lot or residential unit from liability for any assessments thereafter becoming due or from the lien thereof.

2.2.7 Points West Homeowners Association Option to Remedy Violations. The Homeowners Association, at its option, shall have the power and right at all times, after reasonable notice to the owner and any occupant, and for the account of the owner, to abate and correct any violation of these Declarations and Restrictions, to plant or re-plant, trim, cut back, remove, replace, cultivate, or maintain hedges, trees, shrubs, plants, or lawns; and to clean, paint, repair, replace, and generally maintain the exterior of a residential unit and improvements thereon and to keep said lot or parcel and any residential building and improvements thereon in neat and good order to conform with the general attractive character of the area. Any and all expenses which may be incurred by the Homeowners Association pursuant to this Section 2.2.7 shall be a charge and a lien against the residential unit, lot, or parcel involved with a lien enforceable as above provided in this Section 2 and shall be the personal obligation of the owner thereof.

SECTION 3. COMMON FACILITIES.

3.1 CONVEYANCE OF COMMON FACILITIES. At such time or times as the Declarant, or its successor as developer, shall deem the Points West Homeowners Association financially capable of operation of the Common

Facilities, it shall convey to the Association some or all of the Common Facilities; provided, that any part so conveyed shall be free of debt encumbrance at the time of conveyance. Points West Homeowners Association shall accept each such conveyance, and thereupon shall be vested with authority to govern the facility or facilities so conveyed and thereafter shall be entitled to all revenue produced by the facility and shall be responsible to operate, maintain, and support the facility, and the Declarant thereafter shall have no control over, or responsibility for, the facility (except as to Directors of the Homeowners Association) and shall have no obligation or responsibility, financial or otherwise, with respect thereto, except to provide Directors in accordance with the Articles and Bylaws of the Homeowners Association.

SECTION 4. GENERAL PROVISIONS

4.1 ENFORCEMENT. Should any covenant or restriction then in effect be violated, or should an attempt be made to violate any such covenant or restriction, any person owning a unit in Points West or the Points West Homeowners Association, or Declarant, or its successor, may prosecute any proceedings in law or in equity to restrain or abate such violation against the responsible person. Costs, expenses and reasonable attorney fees incurred by the Homeowners Association pursuant to Section 2.2.7 shall be considered as having been incurred as agent for the responsible person and shall constitute a lien thereon.

4.2 SUBORDINATION. Any breach of the covenants and restrictions contained herein, a re-entry by reason thereof, or judgment or lien resulting therefrom shall be subordinate to any mortgage or Deed of Trust herebefore or hereafter executed in good faith and for value encumbering a unit, but shall be binding upon and effective against a subsequent purchaser thereof.

A bona fide purchaser for value or mortgagee or beneficiary under a Deed of Trust, without actual or constructive notice of an existing breach of the Conditions and Restrictions contained herein shall not be

bound thereby; provided, the Homeowners Association, through its Board of Directors, may execute, acknowledge, and record a Notice of Claim of Breach, setting forth the facts thereof with any monetary amount involved, description of the unit against which the lien is claimed, and name or names of the reputed owners thereof. Such notice, recorded in Clark County, Washington, shall be public notice of such breach, and constructive notice to any subsequent purchaser, but if no action for enforcement thereof has been commenced within 120 days after recording, such notice shall expire and the breach described presumed to have been remedied.

4.3 SEVERABILITY. Invalidation by judgment or decree by any court of any one or more of these restrictive covenants herein defined or as hereafter duly amended shall in no way affect any of the remaining provisions which shall remain in full force and effect.

4.4 BINDING EFFECT The provisions contained in this Declaration, as herein defined or as hereafter duly amended, shall bind and inure to the benefit of and be enforceable by, the Declarant, the owner or owners of any unit in Points West and their respective representatives, successors, or assigns.

4.5 NON-WAIVER. Failure or delay to enforce any covenant or restriction shall not be deemed a waiver of the right to do so.

4.6 COVENANT RUNNING WITH THE LAND. It is intended that these Declarations and Restrictions shall be operative as a set of covenants running with the land, or equitable servitudes, supplementing and interpreting these Declarations and Restrictions, and operating independently of the Declarations and Restrictions should the Declarations and Restrictions be, in any respect, inapplicable.

4.7 PERSON, ETC. When interpreting these Declarations and Restrictions, the term "person" may include natural persons, partnerships, corporations, associations, and personal representatives. The term "mortgage" may be read to include Deeds of Trust. The singular may include the plural and the masculine may include the feminine, or vice versa, where the

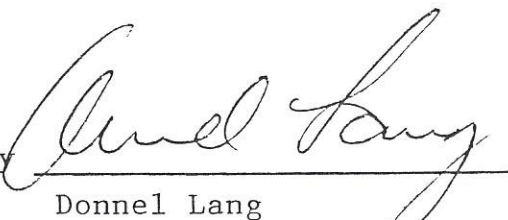
where the context so admits or requires.

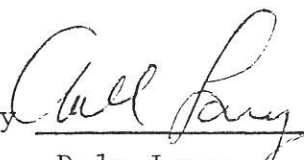
4.8 CAPTION AND SCHEDULES. Captions given to the various Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.

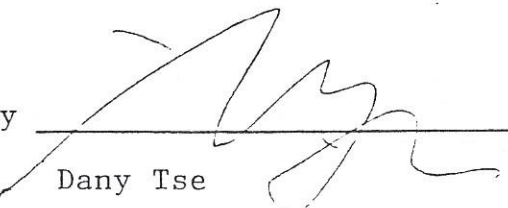
4.9 FULL TIME RESIDENTS. Full time residents shall mean any person who is an owner or the lessee of a unit who occupies the property contained within Points West. Builders constructing homes within the project are not to be considered residents.

IN WITNESS WHEREOF, Declarant has executed this instrument
this _____ day of _____, 19 ____.

LTL Development

By 
Donnel Lang

By  *By Donnel Lang*
Dale Lang *As Attorney in Fact*

By 
Dany Tse

② CTA: MSS00
File
w/ Bk
Pg 377

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Points West, a planned unit development **8804060166**

MODIFICATION OF CONDITIONS AND RESTRICTIONS

for

LTL DEVELOPMENT AS "DECLARANT"

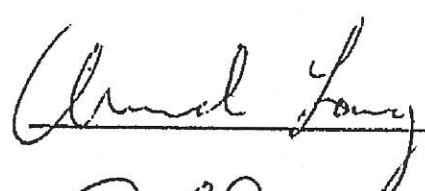
Phase I as recorded in Volume H of plats at page 377, records of Clark County WA.

Phase II as recorded in Volume __ of plats at page __ records of Clark County WA.

With respect to Lot 10, Phase II, of said plat, as authorized by Section 1.15 of conditions and restrictions; Declarant hereby modifies said document in the following particulars only:

1. Age limitations are waived.
2. Number of permanent occupants per household are waived.
3. No persons under the age of 18 to be allowed in the association recreation room.
4. Declarant recognizing Points West as an adult community also declares that the Points West Homeowners Assn. has authority pursuant to Section 2.2.7 to ensure that occupants herein do not create a disturbance and/or nuisance not otherwise allowed by conditions and restrictions. Further that no toys, bicycles, tri-cycles, etc. to be allowed unattended on the private drives, streets, and sidewalks.

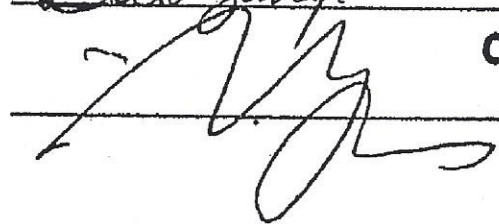
LTL DEVELOPMENT



Don Lang Date 4-1-88



Dale Lang Date 4-1-88



CHARTER TITLE CORP.

Dany Tse Date 6/1/88

APR 6 3 55 PM '88

ELIZABETH A. LUCE

- 379

9211030216

AMENDMENT TO
DECLARATION OF CONDITIONS AND RESTRICTIONS
FOR
POINTS WEST

As recorded under Clark County Auditor's Recording No. H-377 and No. H-437.

SECTION 5. AMENDMENTS

5.1 This DECLARATION OF CONDITIONS AND RESTRICTIONS may be amended at a regular or special meeting of the Association members, as prescribed by subsections 5.2 through 5.5 below.

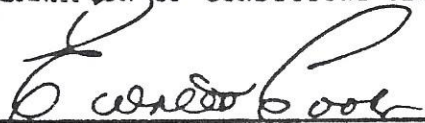
5.2 A proposed amendment must be hand-delivered or mailed to all association members at least 10 days before the meeting.

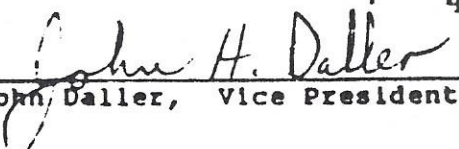
5.3 An amendment may be proposed by the board, or by not less than twenty percent of the Association members.

5.4 The amendment must be favored by at least sixty-seven percent of the Association members by signature of the member on an appropriate form at the meeting, or by signature on an appropriate form prepared and mailed or delivered to the Board not later than five days after the date of the meeting. The meeting may be recessed for ten days to permit receipt of all possible ballots.

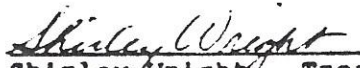
5.5 No amendment may restrict, eliminate, or modify any special right of an Association member provided by the DECLARATION without the consent of the Association member.

Ratified by the Membership of Points West Homeowners and added to the DECLARATION OF CONDITIONS AND RESTRICTIONS as of July 11, 1991.

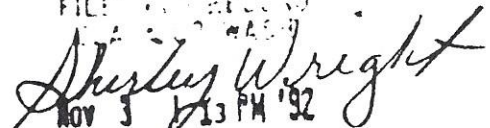

Everett Cook, President


John Daller, Vice President 473


Carolynn Holloway, Secretary


Shirley Wright, Treasurer


Eleanor Bennett, Member At Large

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128 NW 95th Circle
etc 98665

ELIZABETH A. LUCE

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AMENDMENT TO
DECLARATION OF CONDITIONS AND RESTRICTIONS
FOR
POINTS WEST

As recorded under Clark County Auditor's Recording No. H-377 and No. H-437.

Section 1

Article 1.9 (Page 6) changes the language on Line 2 from "which is thirty-five years or older and not less than eighteen years of" to read "which is fifty-five years or older, and not less than eighteen years of".

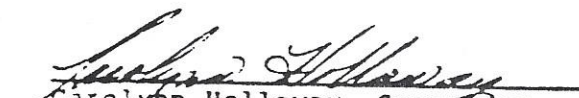
Section 2

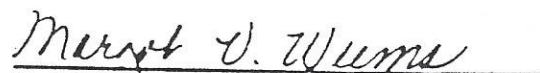
Article 2.1.1 (Page 8) changes the language on lines 17 and 18 from "that one of the Association Owners of any unit shall be at least thirty-five (35) years of age" to read "that one of the Association Owners of any unit shall be at least fifty-five (55) years of age".

Ratified by the Membership of Points West Homeowners and added to the DECLARATION OF CONDITIONS AND RESTRICTIONS as of November 10, 1992.


Gloria Delaney Holper, President

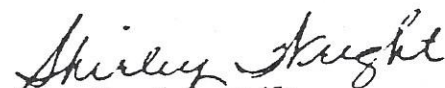

Glenn Sheppard, Vice President


Carolynn Holloway, Secretary


Margot Weems, Treasurer

620


Eleanor Bennett, Member at Large


Nov 16 11 11 AM '92

128 1 95th Cir
City 48665

4851602 CCRAMDRecFee - \$72.00 Pages: 11 - KATHLEEN PROFITT
Clark County, WA 05/03/2012 02:44

AFTER RECORDING, RETURN TO:

Attn: Kathleen Profitt

Barker • Martin, P.S.

719 - 2nd Avenue, Suite 1200

Seattle, WA 98104

**FOURTH AMENDMENT TO DECLARATION
OF CONDITIONS AND RESTRICTIONS FOR
POINTS WEST**

GRANTOR(S):	POINTS WEST HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation
GRANTEE(S):	POINTS WEST HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation; POINTS WEST; THE GENERAL PUBLIC
LEGAL DESCRIPTION:	POINTS WEST PER THAT CERTAIN DECLARATION RECORDED AT CLARK COUNTY RECORDER NO. 8802240051
REFERENCE NOS. OF RELATED DOCUMENTS:	8802240051; 8905090171

**FOURTH AMENDMENT TO DECLARATION
OF CONDITIONS AND RESTRICTIONS FOR
POINTS WEST**

WHEREAS, on February 24, 1988, a certain Declaration of Conditions and Restrictions was recorded in the real property records of Clark County at Clark County Auditor's ("CCA") No. 8802240051 (the "Declaration"), and a Survey Map and Plans was recorded contemporaneously therewith at CCA No. 8802240051 (the "Survey Map"), thereby submitting the real property legally described in the Declaration and Survey Map to the covenants, conditions and restrictions contained therein and creating Points West (the "Property"). A second Declaration was recorded for Phase 2 under CCA No. 8905090171. The Declaration was subsequently amended by a Modification to the Declaration, and the First, Second and Third Amendments thereto, recorded at CCA Nos. 8804060166, 9211030216, 9211160238 and 3535086, respectively. The Survey Map was subsequently amended by the First Amendment thereto, recorded at CCA No. 8905090171.

WHEREAS, consistent with Declaration Section 5.4 (of First Amendment recorded under recording no. 9211030216), the Board of Directors (the "Board") of Points West Homeowners Association (the "Association") approved the Declaration amendments herein, and, after notice to all of the Owners entitled to vote thereon duly given, and holding a special meeting of the Association, not less than sixty-seven percent (67%) of the voting power in the Association consented in writing to the amendments herein;

NOW THEREFORE, the President and Secretary of the Association certify the Declaration to have been amended in the following particulars:

A. *Section 1.2 of the Declaration is hereby amended as follows:*

1.2 ALTERATIONS AND ADDITIONS, TEMPORARY STRUCTURES, OVERHANG-INDEMNITY, ETC. No exterior alteration or addition shall be made to any premises or building or structure without the prior written approval of the Declarant or the Association as provided in Section 1.15. No structure of a temporary character shall be erected or maintained on any lot other than during the period required for building construction or for an emergency, nor shall any such structure or basement, garage, or trailer be used at any time for living quarters. No truck, camper, motor home, trailer, boat or recreational vehicle, or commercial vehicle as defined by registration of a commercial license shall be parked or shall overhang on any lot, street, sidewalk, driveway, or street planting strip other than temporarily (in no case in excess of 24 48 hours) and solely for the purpose of loading or unloading or a service call except within the garage structure at residence premises. In addition, except when necessary to avoid conflict with other traffic or when temporarily parking a passenger vehicle for the purpose of and while actually engaged in loading or unloading property or passengers (in no case in excess of 24 hours), no person shall stop, overhang or park a vehicle on any street, sidewalk or street planting strip within Points West. If any person violates this provision, then said person shall be subject to the enforcement provisions by the Declarant or the Homeowner's Association under Section 4.2 1 hereinbelow. If any such vehicle is stored or parked in any area designated for that purpose either

on the Points West premises or elsewhere, or if any vehicle is stopping, overhanging or parking, such storage or parking or overhanging or stopping shall be solely at the risk of the owner, and neither Declarant nor any other person, firm, or corporation shall have any responsibility therefore, whether or not any fee or charge is made, or paid for the privilege of such storage or parking or overhanging or stopping, and owner agrees to indemnify and hold harmless the Declarant, its successors, and the Association from any and all liability, loss, or damage the Declarant, its successors, and the Association may suffer as a result of claims, demands, costs or judgments against it if any person violates the terms of this Section 1.2.

B. Section 1.7 of the Declaration is hereby amended as follows:

1.7 LANDSCAPE AND MAINTENANCE. All front yards shall be landscaped and all yards and growth thereof shall be maintained, cultivated, and kept free from debris, overgrowth, and diseases insects by the Homeowners Association. Each owner is responsible for watering the front yard and shrubbery of their respective lot.

C. Section 1.9 of the Declaration is hereby amended as follows:

1.9 OCCUPANCY OF RESIDENTIAL UNITS. Points West is intended as an adult only retirement community. No person under the age of 18 may reside in a residential unit other than on a temporary, visiting basis, the maximum period of which may be established in rules and regulations. Further, at least one occupant residing in a residential unit must be 55 years or older, except during temporary periods approved by the Board of Directors of the Association, in their sole discretion, based upon hardship. In no event may more than twenty percent (20%) of the residential units be subject to such a waiver at one time. Each lot is designed for use as a single-family residence. No more than one residential unit may be located on any lot and no more than four persons shall occupy any residential unit other than on a temporary basis as approved by the Board of Directors. Except for LTL, as the Declarant, or an investment entity approved in writing by the Declarant, no residential unit in Points West shall be occupied by more than four persons, one of which is thirty-five years or older, and not less than eighteen years of age, or who is not a member of the Points West Homeowners Association; provided, this restriction shall not prohibit temporary and social visitation of the occupants of a residential unit by persons not so qualified to be occupants; provided, further that no children are allowed as full time residents; provided, further, that variances from the restrictions on occupancies defined herein may be granted on such terms and conditions as the granting authority may deem appropriate, as provided in Section 1.15.

D. Section 1.12 of the Declaration is hereby amended as follows:

~~1.12 MODEL HOMES SALES FACILITIES OF DECLARANT.~~ Declarant shall be permitted to maintain during the period of these Conditions and Restrictions upon such portion of the property as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the sale or rental of model homes including but not limited to, a business office, storage area, signs, model units, sales

office, and parking areas for all prospective purchasers or tenants of Declarant.

1.12 RENTAL OF HOMES. Renting or leasing of homes within the Points West Community shall not be allowed, except by hardship exception as outlined in Section 1.12.1 below. The terms "to rent," "renting" or "rental" shall refer to and include the leasing or renting of a single-family residence by its owner and to the occupancy of a home solely by a person or persons other than its owner; provided that for the purpose of the regulation of rentals as provided in this Section and the purpose of tenant screening as provided in Section 1.12.5, the terms "to rent," "renting" or "rental" shall not refer to the occupancy of a home by a related party. "Related party" means half or whole brother or sister, parent, son or daughter or stepson or stepdaughter, aunt, uncle, niece or nephew, or first cousin.

1.12.1 HARDSHIP EXCEPTION. Where, on written application from a homeowner, the Board determines that a hardship exists whereby, due to circumstances beyond the control of the owner, that owner would suffer serious harm by virtue of the limitation on renting contained in Section 1.12, and where the Board further determines that a variance from the policies contained therein would not detrimentally affect the other homeowners or for secondary mortgage market financing, lender approval or V-A or FHA approval, the Board may, in its discretion, grant an owner a waiver of the rental prohibition for a temporary period not to exceed twelve (12) months. If after twelve (12) months, the owner continues to desire to rent the home due to circumstances beyond the control of the owner, the owner must resubmit a written application requesting an extension of the hardship exception. If the Board determines that a continued variance from the policies contained in Section 1.12 would not detrimentally affect the other homeowners or for secondary mortgage market financing, lender approval or V-A or FHA approval, the Board may, in its discretion, grant an owner a waiver of the rental prohibition for a temporary period not to exceed twelve (12) months. In no case shall a hardship exception be granted for a period greater than twenty-four (24) months.

1.12.2 PENALTY FOR NON-COMPLIANCE. In the event a homeowner leases a residence without the approval of the Association and/or is not in full compliance of the rules set forth in this Amendment, that owner shall be assessed a fine according to a schedule of fines adopted by the Board, but not more than One Thousand Five Hundred Dollars (\$1,500) per month for Non-Compliance and shall be required to remove the tenant within 30 days. Failure to comply may subject the owner to additional fines for continuing violations and/or further legal action.

1.12.3 LEASE REQUIREMENTS. If a homeowner is granted a hardship exception, and permitted to rent, the following lease requirements apply. No rental of a home shall be valid or enforceable unless it shall be by means of a written instrument or agreement between the homeowner(s) and the tenant(s) (referred to as a "lease"). No lease entered into after the date of recording of this Amendment shall be valid unless it bears the written approval by the association granted prior to the occupancy of the tenant. The occupancy of a home and every lease shall be subject to the Governing Documents of the Association, including the age restrictions for occupancy. By entering into occupancy of a home, a tenant agrees to be bound by the Declaration, Bylaws, any amendments thereto, and the Rules and Regulations adopted by the Association (herein

the "Governing Documents"). The Association shall have and may exercise the same rights of enforcement and remedies for breach of the Governing Documents against a tenant as it has against a homeowner. Each lease shall contain language acknowledging the Association's rights and the tenant's obligations under the Governing Documents.

1.12.4 LEASE APPROVAL. An owner seeking to rent his/her home as a result of obtaining a hardship exception shall submit a proposed lease for approval by the Board or Managing Agent. This lease shall include language acknowledging the Governing Documents of the Association and incorporating them by reference into the terms of the lease. Upon approval of the lease, an owner who has been granted a hardship exception may lease their home. This approved lease will be valid for all future tenants for twelve (12) months from the date of approval, or until advised otherwise by the Board or Managing Agent. Upon entering into a lease agreement with a tenant, the signed lease must be submitted to the Board or Managing Agent within seven (7) days of signing the lease. If the Association should amend the Declaration such that lease agreements must be modified, owners are required to make such changes at their expense and resubmit lease for approval prior to entering into another lease agreement. The Association shall, within seven (7) days of receipt of such request, make a determination on the requested lease. In making its determination upon an application to lease, the Association shall consider:

1.12.4.1(a) whether the homeowner has complied with this section and with Section 1.12.5 of the Declaration.

1.12.4.1(b) whether the homeowner is current with all HOA dues and all other charges, or has made payment arrangements to cure a delinquency acceptable to the Board.

1.12.4.1(c) whether the lease is in compliance with the requirements of the Declaration.

1.12.5 TENANT SCREENING.

1.12.5.1 TENANT SCREENING REQUIRED. Any owner who desires to rent a residence to a person (referred to as an "Applicant") other than a related party, shall, prior to entering into a lease, provide evidence of a valid HOA approved lease and a receipt for a tenant screening report from a reputable tenant screening service ("Service"), such Service also being acceptable to the Association.

1.12.5.2 NATURE OF SCREENING REQUIRED. The Service shall provide at least the following information with regard to each applicant.

1.12.5.2(a) Obtain a consumer credit report on the Applicant;

1.12.5.2(b) Verify the Applicant's employment for the last two years;

1.12.5.2(c) Check the Applicant's rental history in its database and with all landlords during the last two years, either as reported by the Applicant or disclosed by the Service's investigation;

1.12.5.2(d) Check the public records in the counties of the Applicant's residence for criminal convictions, bankruptcy and unlawful detainer actions involving the Applicant.

1.12.5.3 RESPONSIBILITY FOR TENANT SELECTION. Neither the Association's designee nor the Association shall evaluate any information provided by the Service or in any way make any determination or recommendation as to the suitability of any Applicant. The selection of a suitable and appropriate tenant shall be the sole responsibility of the leasing homeowner.

1.12.5.4 CONFIDENTIALITY. The Association's designee and the leasing homeowner shall treat all information received as confidential and not disclose the contents of any report to the Applicant or any other person not permit access to such information.

1.12.6 GRANDFATHERED RENTAL. An owner of a non-owner occupied home prior to the recording of this Amendment to the Declaration shall not be restricted from renting or re-renting their homes under Section 1.12 until which time there is a change in ownership or the residence becomes owner occupied.

E. Section 1.13 of the Declaration is hereby deleted in its entirety:

~~1.13 LOTS SOLD TO BUILDERS. If Declarant sells or otherwise conveys lots to builders, then construction thereof must commence within six (6) months from date of purchase. All exterior improvements (especially exterior cleanliness) must be completed within six (6) months from date of commencing construction. All front yard landscaping must be completed upon completion of residence. In the event said builder fails to commence construction, then the Declarant, in its sole discretion, may exercise a right of economic damages against said builder as well as any other remedies authorized by law or equity.~~

F. Section 1.14 of the Declaration is hereby amended as follows and renumbered as Section 1.13:

1.14 13 GUEST. Guests of residents are allowed to use the recreational and common facilities within Points West, except storage lots, and are subject to the posted rules and regulations governing said facilities. Residents must be present when their guests are using the recreational and common facilities and are responsible for the actions and damages of their guests.

G. Section 2.1.1 of the Declaration is hereby amended as follows:

2.1.1 ASSOCIATION MEMBERS. ~~Except for LTL Development as the Declarant, or an investment entity approved in writing by the Declarant of a completed residential unit in Points West, and except for lots sold to builders according to 1.13 above, Each owner of a completed residential unit in Points West shall be an Association Member, subject to the Bylaws; provided, that the purchaser(s) in a contract for the purchase and sale of a residential unit shall be deemed the "owner" of such residential unit for these purposes. Except for LTL Development as the Declarant, or an investment entity approved in writing by the Declarant, each~~ Each Association Member shall be at least eighteen (18) years of age providing further that one of the Association Owners of any unit shall be at least ~~thirty-five (35)~~ fifty-five (55) years of age. Each Association Member ~~and LTL Development as the Declarant, or an investment entity approved in writing by the Declarant,~~ shall be entitled to one vote per residential unit owned by such member ~~or said Declarant or investment entity;~~ provided that if two (2) or more Association Members ~~or an investment entity~~ shall own any residential unit by any form of co-tenancy or community property type of interest, such ownership is entitled to one vote, and the community or co-owners shall designate in writing filed with the secretary of the Homeowners Association the one of their number who shall exercise the voting rights for such residential unit.

The rights and privileges of an Association Membership shall terminate when the holder of any such Membership shall cease to qualify as an owner, and his or its certificate of membership shall thereupon be void.

H. Section 2.2.1 of the Declaration is hereby amended as follows:

2.2.1 ASSESSMENTS. Subject to the final approval of Declarant, in writing, the Homeowners Association is vested with power and authority to, and shall, assess and collect from time to time from its Association Members: (1) annual assessments and/or monthly dues and/or charges on a per ~~occupant~~ residential unit basis, and (2) special assessments for capital improvements on a per residential unit basis, such assessments to be fixed, assessed, and collected as hereinafter provided. ~~Such annual assessment and/or monthly dues and/or charges shall be chargeable ratably based upon the number of occupants residing in the respective residential units in Points West.~~ Each such assessment, together with interest at the rate of twelve percent (12%) per annum from the date due on the unpaid balance of the assessment and costs and expenses, and also including a reasonable attorney's fee (whether or not suit is filed, and including any appeal from any court decision), incurred in the collection thereof, shall become a ~~charge~~ assessed against the respective residential unit and a continuing lien on the residential unit against which the assessment is made, which lien may be enforced by a suit in law or equity. Each owner of a residential unit, by acceptance of a deed or contract or other conveyance therefore, whether or not it shall be so expressed in such deed or contract or other conveyance, is deemed to covenant and agree to pay to the Homeowners Association each such annual or special assessment; and each such assessment, including any fees, costs and expenses assessed as a result of seeking enforcement of Declaration, Bylaws, and Rules and Regulations, shall be the personal obligation of the owner of such residential unit as of the date of the assessment is declared due as well as a lien against the residential unit. No owner may avoid liability for the

assessments provided for herein by non-use of the community facilities by himself or any occupant of the residential unit against which the assessment is levied.

I. Section 2.2.3 of the Declaration is hereby amended as follows:

2.2.3 BASIS OF ANNUAL ASSESSMENTS. Subject to change as hereinafter provided, the annual assessment shall be _____ determined per residential unit, with proration on a calendar year basis respecting any resident whose residence commences or terminates other than as of January 1. The annual assessment may be increased or decreased effective January 1 or July of each calendar year by action of the Board, without vote of the membership. The assessment shall be payable on or before January 10. Any increase effective July shall be payable on or before the following July 10.

J. Section 2.2.5 of the Declaration is hereby amended as follows:

2.2.5 UNIFORM RATE OF ASSESSMENT. Unless otherwise provided by action of the Board, annual assessments as set forth above shall be fixed at a uniform rate ~~per owner of all for each~~ residential units and may be collected on an annual basis, or such other basis as the Board shall determine. Special assessments as set forth above shall be fixed at uniform rate against each and every unit. ~~During any period when the Declarant, or its successors in interest as developers, shall own any real property in Points West, any action of the Board fixing any assessment on other than a uniform rate per occupant shall be invalid unless the Declarant, or its successors in interest as developers, shall concur in writing with that action.~~

K. Section 4.1 of the Declaration is hereby amended as follows:

4.1 ENFORCEMENT. In the event that any owner violates any provision of the Declaration, the Bylaws, or other Rules and Regulations adopted by the Association, then the Association may notify the owner in writing that the violations exist and the owner is responsible for them, and may, after reasonable notice and providing an opportunity to be heard, do any or all of the following: (a) suspend the owner's voting rights and right to use the common areas for the period that the violations remain unabated, or for any period not to exceed sixty (60) days for the infraction of its Rules and Regulations, (b) impose reasonable fines upon the owner, in the manner and amount the Board deems appropriate in relation to the violation, which fines shall be paid into the operation fund as an assessment, or (c) bring suit or action against such owner to enforce this Declaration. Nothing in this section, however, shall give the Association the right to deprive any owner of access to and from the residential unit. Should any covenant or restriction then in effect be violated, or should an attempt be made to violate any such covenant or restriction, any person owning a unit in Points West or the Points West Homeowners Association, or Declarant, or its successor, may prosecute any proceedings in law or in equity to restrain or abate such violation against the responsible person. Costs, expenses and reasonable attorney fees incurred by the Homeowners Association in seeking compliance with the Declaration, Bylaws or Rules and Regulations are chargeable as assessments to the violating owner and residential unit, and constitute a lien on the residential unit. ~~pursuant to Section 2.2.7 shall be considered as~~

~~having been incurred as agent for the responsible person and shall constitute a lien thereon.~~

L. Section 4.4 of the Declaration is hereby amended as follows:

4.4 BINDING EFFECT. The provisions contained in this Declaration, as herein defined or as hereafter duly amended, shall bind and inure to the benefit of and be enforceable by, the ~~Declarant~~ Association, the owner or owners of any unit in Points West and their respective representatives, successors, or assigns.

M. This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provision of the Declaration, including the "Table of Contents" and the Bylaws of the Association. The Declaration shall remain in full force and effect and shall include the changes herein.

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[Remainder of page is intentionally blank. Signatures on following page]

ATTEST: The above amendment was properly adopted.

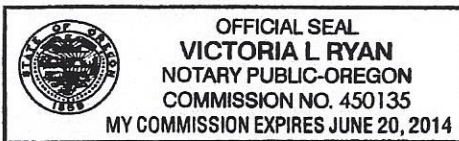
By:

Renate W. Savoie
Renate W. Savoie, its Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 3rd day of May, 2012, personally appeared before me, Rexate Sawie, known to me to be the Secretary of the POINTS WEST HOMEOWNERS ASSOCIATION, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the instrument.

DATED this 5 day of May, 2012.



(Signed)

(Print Name)
Notary Public in and for the State of Washington,
Residing at _____
My commission expires: _____

RETURN ADDRESS

Points West Homeowners
128 NW 95th Circle
Vancouver, WA 98665

Document Title: Amendment to Declaration of Conditions and Restrictions #5

Reference Numbers of Related Documents: Recording No. H-377 and H-437

Original Recordings: Phase I - 8802240051 and Phase II - 8905090171

Related Recordings: 8804060166, 9211160238, 9211030216, 3535086



Maurice R Savoie
President, Points West HOA

Date 2/01/17

Amendment To #5
Declaration of Conditions and Restrictions
For
Points West

Section 1. Conditions, Restrictions, Covenants

Article 1.10 (page 6) changes verbiage in line 1 to read: No roof shall be replaced with other than approved materials and color. Written approval, as provided in Section 1.15, must be obtained prior to work starting. Roofing material shall be Cement Roof Tiles or Heavy-Weight Laminated Composition Shingles with a minimum weight of 350 lbs./square. Roofing material colors must be consistent with existing roof colors and approved by Board