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Clark County, WA

MARY KUFELDT ANTLE

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RETURN ADDRESS

MARY KUFELDT-ANTLE
5309 NW 14TH CIRCLE
CAMAS, WA 98607

Please print neatly or type information
Document Title(s)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
Reference Numbers(s) of related documents: KNIGHT'S POINTE SUBDIVISION

Grantor(s) (Last, First and Middle Initial)

Additional Reference #'s on page _____

KNIGHT'S POINTE HOMEOWNERS ASSOCIATION

Grantee(s) (Last, First and Middle Initial)

Additional grantors on page _____

KNIGHT'S POINTE SUBDIVISION

Additional grantees on page _____

Legal Description (abbreviated form: i.e. lot, block plat or section, township, range, quarter/quarter)

Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

Additional parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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Signature of Requesting Party _____

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
KNIGHT'S POINTE SUBDIVISION

To The Public:

THIS DECLARATION, made on the date hereinafter set forth by the undersigned Board of Directors of Knight's Pointe, hereinafter referred to as "Board:"

WHEREAS, the Board, along with a two-thirds (2/3) majority vote of all property owners in the Knight's Pointe subdivision, hereby ratifies and enacts amended changes and updates to the CC&R's of the Knight's Pointe Subdivision, which action shall supersede all prior published versions and editions of certain real property situated in Clark County, Washington, more particularly described as follows, to wit:

That portion of Section 5 and 8, Township 1 North, Range 3 East of the Willamette Meridian, Clark County, Washington, commonly known as "Knight's Pointe Subdivision."

The purpose and intent of these CC&R's is to preserve the property values, existing views, aesthetic enhancements, and quality of life in the Knight's Pointe subdivision to the maximum extend possible. Any ambiguity in the CC&R's should be read with this intent in mind, and construed against any contravening use or activity.

All said property is and shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations (CC&R's) hereinafter set forth, all of which are for the purpose of enhancing and protecting the property owners of Knight's Pointe. All conditions, covenants, restrictions

and reservations shall run with the land and shall be binding upon all persons having or acquiring any right, title or interest in said property, and all persons claiming under them, and shall insure to the benefit of and be limitations upon all future owners of said property, or any interest therein.

All property owners shall be members of the Knight's Point Homeowners Association as outlined in the CC&R's and shall be subject to the governance and jurisdiction of these Articles. The Homeowner's Association shall be an organization incorporated under the laws of Washington State and shall be governed by a Board of Directors as outlined in the By-laws. Should conflict exist between the CC&R's and the By-laws, the By-laws shall take precedence. Issues of interpretation shall be the responsibility of the Board of Directors.

ARTICLE I DEFINITIONS

Whenever used in the Declaration, the following terms shall have the following meanings:

1.1 "Association" shall mean KNIGHT'S POINTE, a corporation organized under the laws of the State of Washington, its successors and assigns;

1.2 "Said property" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by recorded declarations in the manner hereinafter set forth;

1.3 "Common area" shall mean all property intended for the common use and enjoyment of the members of the Association, including open areas, recreational facilities, and all other property in recorded subdivision maps not falling with the definition of "lot", or public right-of-way, as marked and shown on re-

corded subdivision maps of said property, and all real property similarly intended or marked on recorded declarations of additional property brought within the jurisdiction of the Association.

1.4 “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, used or intended for use as a single-family residence property and excluding any common area.

1.5 “Parcel” shall mean and refer to any combination of lots purchased with the intent of creating only one residential unit and upon which is constructed only one residential dwelling.

1.6 “Dwelling” or “home” shall mean and refer to any single-family residence constructed upon a lot, but shall not include the eaves, garage, porches, or steps of such residence.

1.7 “Member” shall mean and refer to every person or entity that holds membership in the Association.

1.8 “Owner, Property Owner(s), or Lot Owner” shall mean and refer to owner of record (including contract purchaser), whether one or more persons or entities, of all or any part of said property, excluding those having such interest merely as security for the performance of an obligation (i.e. mortgage holder, etc.)

ARTICLE II
ANNEXATION OF ADDITIONAL PROPERTIES

Real property, in addition to that described in the duly recorded plat of KNIGHT’S POINTE, may be made subject to the jurisdiction of the Association, through the following methods:



2.1 Written request to the Knight's Pointe Board of Director's asking for inclusion to the Association subject to the provisions of the CC&R's and By-laws in place for Knight's Pointe;

2.2 Voting approval by two-thirds (2/3) majority of the members of Knight's Pointe Homeowner's Association at a special meeting of the Association, called for such purpose, upon such terms and conditions as may be approved by such vote; whereupon automatically said property shall be included in any reference herein to "said property" or "said properties."

ARTICLE III
MEMBERSHIP

3.1 Knight's Pointe Homeowners Association will be duly formed and incorporated as a Washington corporation.

3.2 Every person or entity who is a record owner (including contract purchasers and excluding contract sellers) of a fee or undivided interest in a lot or parcel located upon any part of said property shall, by virtue of such ownership, be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot or parcel made subject to the jurisdiction of the Association. Such ownership shall be the sole qualification for membership, and shall automatically commence upon a person / entity becoming such owner of record and shall automatically commence upon termination and lapse when such ownership in said property shall terminate or be transferred.

ARTICLE IV
VOTING RIGHTS

4.1 All members, as described in the Definitions, shall be entitled to one vote for each lot or parcel in which they hold interest. When more than one person holds such interest in any lot or parcel, all such persons shall be members. The vote for such lot or parcel shall be exercised as they among themselves determine, or if unable to agree, they may cast fractional votes proportionate to their ownership interests, but in no event shall more than one vote be cast with respect to any one lot or parcel.

ARTICLE V
PROPERTY RIGHTS

5.1 Members' Easement of Enjoyment. Every member of the Association shall have a right of ingress and egress over and upon all streets, and shall have a right and easement of enjoyment in and to the open areas and recreational facilities designated on the recorded subdivision maps of the property, subject however, to the following provisions:

- (a) The Association shall require guests of member of the Association to be accompanied by members of the Association in the use of the Common Areas;
- (b) The right of the Association to limit the number of guests of members;
- (c) The right of the Association to charge reasonable admission fees for the use of any recreational facility situated upon the Common Areas, and the right to charge and levy a monthly assessment against each

lot for the purpose of maintenance of the Common Areas, including but not limited to streets, recreational facilities, lawns, paths, trees and shrubs, and for the payment of real and personal property taxes thereon, and to generally accomplish the purposes of the Association.

- (d) The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof, to mortgage said Common Area facilities for such purposes, provided, however, that all mortgages upon any part of the Common Areas are subject to and subordinate to the prior right of the members in and to said Common Areas and to the use of the facilities thereon as provided herein.
- (e) The right of the Association to suspend any member's voting rights and/or right to use any of the recreational facilities owned by the Association, for any period during which any assessment against said member's property remains unpaid, and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations.
- (f) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such donations as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds of the votes of the membership, if any, has been recorded in the appropriate records of Clark County, Washington, agreeing to such dedication or transfer, and unless written notice of the proposed action is



sent to every member not less than thirty (30) days nor more than ninety (90) days prior to such dedication or transfer.

(g) The right of the Board of Directors of the Association, from time to time, to promulgate reasonable rules and regulations governing such right of use by the members of the Association without unduly infringing upon the privacy or enjoyment of the owner or occupant of any part of said property, including, without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said property.

5.2 Delegation of Use. Any member may delegate, in accordance with the Rules and Regulations adopted from time to time by the Directors, his right for enjoyment of the Common Areas and facilities to the members of his family, provided they reside on the property.

ARTICLE VI

MAINTENANCE ASSESSMENTS

The Board of Directors maintains and reserves the right to veto any assessments in the subdivision.

6.1 Assessments. The Homeowners Association is vested with the power and authority to and shall assess and collect from time to time from its members: (1) Regular assessments, and (2) special assessments, such assessments to be assessed and collected as hereinafter provided.

6.2 Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot or parcel therein, that by acceptance of deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other

conveyance or agreement for conveyance, such owner is deemed to covenant and agrees to pay to the association:

- (1) Regular annual assessments or charges, which assessments of charges are to be in connection with the use and maintenance of the Common Areas, and
- (2) Special assessments for capital improvements, or funds needed to enforce the CC&R's, such assessments to be established and collected from time to time as hereinafter provided.

6.3 Regular and Special Assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time such assessment was levied. The obligation shall remain lien on the property until paid or foreclosed. No owner may avoid liability for the assessments provided for herein by non-use of the common areas by himself or any occupant of the property against which the assessment is levied.

6.4 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in said property and for the improvements and maintenance of the Common Areas, including enforcement of these CC&R's, but not limited to, real property taxes, insurance, construction, establishment, improvement, repair and maintenance of the Common Areas, payment of any costs incurred arising out of any agreements with the City of Camas regarding maintenance of easements, trails, storm drains or any other similar matter, payment of any obligations arising out of agreements with the City of Camas or other gov-

ernmental entities, and the payment of expenses incurred by the trustees in performance of their duties on behalf of the Association.

6.5 Maximum Annual Assessment. Until January 1, 1991, the maximum annual assessment shall not exceed Three Hundred and no/hundreds Dollars (\$300.00) per lot or parcel.

6.6 From and after January 1st of the year identified in Paragraph 6.4, the maximum annual assessment may be increased each year not more than six percent above the maximum assessment for the previous year without a vote of the membership.

6.7 From and after January 1st of the year identified in paragraph 6.4, the maximum annual assessment may be increased above six percent by a vote of two-thirds (2/3) of the total membership who are voting in person or by proxy at a meeting duly called for this purpose.

6.8 The Board of Directors may fix the annual assessment in an amount not in excess of the maximum.

6.9 Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or enforcement of these CC&R's, provided that any such assessment shall have the assent of two-thirds (2/3) of the total membership who are voting in person or by proxy at a meeting duly called for this purpose.

6.10 Notice and Quorum for any Action Authorized under above Sections shall be in accordance with the By-laws.

6.11 Uniform Rate of Assessment. Unless otherwise provided by action of the Board, assessments as set forth above shall be fixed at a uniform rate per lot or parcel and may be collected on an annual or monthly basis or such other basis, as the Board shall determine.

6.12 Date of Commencement of Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the 1st day of the month following the date on which the Owner acquires an interest in any lot or parcel. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot or parcel at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The Board of Directors shall establish the due date. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

6.13 Effect of Nonpayment of Assessments: Remedies of Association. Any assessments, which are not paid within thirty (30) days after the due date, shall bear interest from the date of delinquency at the highest lawful rate. The Secretary of the said Association shall file with the office of the Director of Records, County Clerk, or appropriate recorder of conveyances of Clark County, State of Washington, within one hundred twenty (120) days after delinquency, a statement of the amount of any such charges or assessments, together with interest, as aforesaid, which have become delinquent with respect to any lot or said property, and upon payment in full thereof, shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessments, together with interest, costs and expenses and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the whole lot with re-



spect to which it is affixed, from the date the notice of delinquency thereof is filed in the office of said Director or Records or County Clerk or other appropriate recording officer, until the same has been paid or released, as herein provided. Such lien may be enforced by said Association in a manner provided by law with respect to lien upon real property. The owner of a lot at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements, including reasonable attorney's fees of the Association for processing and enforcing such liens, all of which expense, costs and disbursements and attorney's fees shall be secured by said lien, including fees on appeal, and such owner at the time such assessment is incurred, shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise avoid liability or the assessments provided for herein by non-use of the common Areas or abandonment of his lot or parcel.

6.14 Subordination of the Lien to Mortgages. The list of the assessments provided for herein shall be inferior, junior and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon said property or any part thereof. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which become due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages and other prior liens and charges have been satisfied. A foreclosure sale or transfer in lieu thereof shall not relieve such lot from liability for or lien of any assessments becoming due after such sale or transfer.

6.15 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all property expressly

dedicated to and accepted by a local public authority; (b) the Common Areas, and (c) all other properties owned by the Association.

6.16 Real Property Taxes. In the event real property taxes shall become delinquent on the Common Areas, the total amount of the delinquent taxes shall be divided equally among all the owners, and said portion of each owner's share of delinquent taxes shall be a lien on said owner's lot or parcel to the same extent as if the delinquent tax was on the owner's lot or parcel.

6.17 Subordination of the Lien of Taxes or Mortgage. The lien of the taxes provided for herein relative to the Common Areas only shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot pursuant to mortgage foreclosure of any proceeding in lieu thereof shall (not) extinguish the lien of such taxes as to payment, which becomes due before such sale or transfer. No sale or transfer shall relieve such lot from liability for any taxes thereafter becoming due or for the lien thereof.

6.18 Common Area Maintenance Responsibility. Maintenance of the Common Areas and planter islands in the cul-de-sacs shall be the responsibility of the Homeowners Association. The construction of recreational amenities in the Common Areas may be permitted after approval by the Association and governmental agencies if necessary and as required by law.

6.19 Homeowners Association Option to Remedy Violations. In the event the owner of a lot or parcel fails to maintain the premises and/or improvements as set forth throughout this document, the Association Board 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 enter the premises and repair, maintain, and/or restore the premises and/or any improvement thereon, to plant or replant, trim, put back, remove, replace, cultivate, or maintain hedges, trees, shrubs, plants or

lawns, maintain a private roadway, maintain drainage areas or correct erosion on slopes. Any and all expenses, which may be incurred by the Homeowner's Association pursuant to this Paragraph, shall be a charge and a lien against the residential unit, lot, or parcel involved with a lien enforceable as provided in Paragraph 6.2 and shall be their personal obligation of the owner thereof. Appeals to the Board shall be handled in accordance as set forth in Section 8.12 Enforcement Appeal Process.

ARTICLE VII
USE RESTRICTION

The following restrictions shall be applicable to the real property first hereinabove described and more particularly described on the duly recorded subdivision maps of KNIGHT'S POINTE and every lot, and parcel thereof, and shall be used for the benefit of and limitations upon all present and future owners of the said property or of any interests therein:

NOTE: The existing house on lot 35 is not subject to the construction and material standards required for new homes.

7.1 Land Use-Building Restriction. The general plan for location of lots for private residential use and easements shall be as specified in the Knight's Pointe recorded plat. Only one single-family residence may be located on any lot within the planned development. No short platting or subdivision of lots shall be permitted.

7.2 Signs. No signs shall be erected or displayed upon any unit or building without prior written permission from the Homeowners Association.

7.3 Use of Property. Only single-family residential uses are allowed. No commercial trade or activity of whatsoever name or nature shall be carried

out upon any of the property. No oil or gas well, mines, or quarry, or equipment thereof and no appliance or structure for business purposes shall be located or operated on any of said Property.

7.4 Clotheslines, Children's Play Equipment, Tool Sheds, Greenhouses, Etc. Drying lines or apparatus and children's' play equipment shall be screened by landscaping as much as possible from exterior view. All other appurtenant structures shall be screened by landscaping, as well, and require approval of the Architectural Landscape Committee.

7.5 Trash. Trash, garbage, and other waste shall be kept in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers, including yard debris cans, must be screened so as not to be visible from the street. Trash, garbage, and other waste shall be regularly disposed of. No burning or incineration of any kind shall be allowed. No lot or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets, open spaces or on any lots. Should any individual lot owner or contract purchaser or occupant fail to remove any such trash, rubbish, garbage, yard rakings, and other materials from his property or the street or areas adjacent thereto, within ten (10) days following the date on which notice is mailed to him by the Architectural Landscape Committee informing him of such violation, then the Architectural Landscape Committee may have such trash, garbage or other waste removed and charge the expense of removal to the lot or parcel owner or purchaser. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the owner, contract purchaser, and their successors in interest. Such charge shall also be a personal obligation of the party who is the owner or contract purchaser or occupant of the lot involved on the date of removal.



7.6 Owner Obligation. It shall be the obligation of each owner of any lot to keep and maintain the same improvements now or hereafter located thereon, in proper condition. No noxious or offensive conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance, 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 the City of Camas ordinances pertaining to public disturbances, noise, or any other rule or regulation pertaining to the same.

7.7 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except dogs, cats or other household pets, provided that such household pets are not kept, bred or maintained for any commercial purpose. Pets shall be controlled as provided by ordinance of the City of Camas 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 Association may at any time require the removal of any animal, which it finds, is 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.

7.8 Alterations, Additions, Temporary Structures, Painting. No exterior alterations, painting, or addition shall be made to any building or structure without the prior written approval of the Architectural Landscape Committee. No structure shall be repainted with other than like color without prior written approval from the Architectural Landscape Committee. Structures of a temporary character shall not be erected or maintained on any lot or parcel, nor shall any such structure or basement, garage or trailer be used at any time for living quarters.

7.9 Recreational, Delivery, Service Vehicles, Etc. No truck, camper, motor home, trailer, or boat shall be parked or shall overhang on any street, 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. Vehicles belonging to members should be parked in the driveway or garage of the owned property. If any truck, camper, motor home, trailer or other vehicle, or any boat is stored or parked in any area designated for that purpose either on the Knights Pointe 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 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 Association from any and all liability, loss or the Association may suffer as a result of claims demands, costs, or judgments against it if any person violates the terms of this paragraph.

7.10 Common Areas. No owner shall remove or otherwise alter any plant or tree or any landscaping or improvement in any Common Area, parking strip, or in any recreational area. The Board of Directors shall have authority to authorize landscaping maintenance, tree trimming, and plantings as may be required and necessary.

7.11 Roadway Vision Obstructions, Retaining Walls. No planting or structure obstructing visions 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 Architectural Landscape Committee 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 land-



scaping of the lot and are not the responsibility of the Knights Pointe Homeowners Association.

7.12 Storage of Equipment, Tools, etc. No equipment including lawn and garden tools, firewood tools or other personal property shall be stored in any manner so as to be seen from any adjacent property. If any of the above is stored, they must be screened by landscaping.

7.13 Landscaping, Driveways, Drainage. Landscaping plans for new homes must be submitted to the Architectural Landscape Committee for approval. Landscaping plans, which include major renovations to the yard, must be submitted for existing homes. The parking strip on Deerfern St. (curb area) shall be sprinklered and planted with grass. All front yards shall be landscaped within ninety (90) days following building completion. The remaining landscaping of yards shall be completed within a reasonable time, but in any event, within six (6) months after building completion. All of a lot which is not occupied by a dwelling, or other permitted improvements, shall be landscaped with lawn, shrubbery, trees or other suitable ground cover, and such fixtures, patios, footpaths or other improvements or vegetation which shall be generally compatible with other properties.

7.13 (A) Lawns, shrubbery, and other landscaping shall be maintained in good condition at all times by owner. Tree heights and other landscaping shall avoid interfering with the view or sight line of surrounding houses. The landscaping plan as designed by the owner or the owner's landscaping contractor shall be approved by the Architectural Landscape Committee.

7.13 (B) Fences are permitted within the guidelines of the Policy for Fences and Walls and as approved by the Architectural Landscape Committee. Fences are required for swimming pools and the type and design



shall be approved by the Architectural Landscape Committee and meet all City of Camas ordinances and requirements.

7.13 (C) All driveways are to be paved within six (6) months from beginning of house construction.

7.13 (D) Each owner will not block, hinder, or interfere with the established drainage pattern over such owner's land from adjoining or adjacent land.

7.14 Occupancy. All Conditions, Covenants, and Restrictions as set forth in this document shall apply to any home leased or rented to others and it shall be the sole responsibility of the property owner to ensure that all tenants are aware of and comply with the terms, conditions, and requirements contained herein.

7.15 Square Footage Requirements. Square footage for houses to be built shall be as follows:

- A. All rambler (i.e., one-story house) to have minimum of 2,500 square feet of floor area, exclusive of porches, garage, and basements;
- B. All tri-levels shall have a minimum of 3,200 square feet of floor area, exclusive of porches, garage and basements;
- C. All two-story houses having above dirt grade at house location shall have a minimum of 3,000 square feet, exclusive of porches, basements and garage for total square feet on the main level and basement level.
- D. Houses are to be of a size and situated on the lot which will be compatible with adjoining properties and which will not unnecessarily inhibit the views of surrounding property owners; however, the Homeowners Association or the Architectural Landscape



Committee as hereinafter provided for shall not be liable if a dwelling should block a portion or all of another's view.

- E. Vinyl windows are allowed, provided shake molding is installed around the windows as a wrap.
- F. All chimney flues to the exterior shall be brick or stucco and not less than 24 inches in width.
- G. All exterior house colors to be approved by the Architectural Landscape Committee before application.
- H. Finished Floor Elevations will be required on lots 27 through 36 in order to maintain an unobstructed sight view. These finish floor elevations are stated in Section 7.16 and are based on a set back of at least 100 feet from the average front property lines of those lots listed. The term unobstructed will exclude plumbing vent pipes, gas vent pipes, or masonry chimneys.
- I. Appeals to the Board shall be handled in accordance as set forth in Section 8.12 Enforcement Appeal Process.

7.16 Setback Requirements. No dwelling shall be placed nearer than 30 feet to the front lot line adjoining any street; however; all setbacks shall be in compliance with the City of Camas requirements and ordinances. Standard setbacks are 50 feet from the rear property line and 15 feet on the side yards. Corner lots are not subject to the same requirements. These set back requirements may be adjusted by the Architectural Landscape Committee to maximize the view potential of any adjacent lots or of the lot for which the request is being made.

7.17 The following elevations are based on the house setback of at least 100' from the average front property line. The requirements are stated in feet as elevations above sea level.

THESE ARE FINISHED FIRST FLOOR ELEVATIONS:

- Lot 27 504'
- Lot 28 511'
- Lot 29 517'
- Lot 30 521'
- Lot 31 519'
- Lot 32 513'
- Lot 33 508'
- Lot 34 512'
- Lot 36 512'

THESE ARE ROOF PEAK ELEVATIONS: (highest point of roof excluding plumbing vent pipes, gas vent pipes, or masonry chimney)

- Lot 7 522'
- Lot 8 520'
- Lot 9 516'
- Lot 15 508'
- Lot 16 519'
- Lot 17 518'
- Lot 18 502'
- Lot 19 508'
- Lot 25 511'
- Lot 26 504'

These elevation heights are based on the setback requirements as stated in this document.

7.18 Roofs. All roof materials shall be of either cedar shake or concrete flat tile. All exteriors to be cedar bevel type, brick, or stucco. No T1-11 or other similar sheet-type siding may be used as exterior siding. No roof shall be replaced with other than like material and color without prior written approval from the Architectural Landscape Committee. No exterior alteration or addition (whether joined to or detached from any unit or other building) shall be made to



any residential unit in Knights Pointe unless prior written consent is received from the Architectural Landscape Committee.

7.19 Garages. There shall be provided for each improved lot a garage for at least two automobiles, the floor of which shall be concrete.

7.20 Television Antennas, Overhead Wiring, Satellite Dishes, etc. No outside television or radio antennas, large yard satellite dishes or overhead wiring of any sort shall be permitted upon the properties. Small satellite dishes may be placed on the structure i.e. less than 24" in diameter.

7.21 Utilities. Utilities to service lots will be installed underground; that is, sanitary sewer, storm drainage, water, natural gas, electrical services, telephone lines and cables television lines. All building plans and specifications and a plan showing the location of the structure must be submitted to the Architectural Landscape Committee for architectural approval prior to obtaining a building permit or any other type of permit from the City of Camas or any other governmental entity. No individual sewage disposal system shall be permitted on any lot.

7.22 Damage Liability. Any damage to entry structures, fences, landscaping, mailboxes, lights and lighting standards by property owners, their children, agents, visitors, friends, relatives or service personnel shall be repaired by said property owner or contract purchaser within fifteen (15) days of such damage. Should repair not be completed within fifteen (15) days following the date on which notice is mailed to him by the Architectural Landscape Committee informing him of such violation, then the Architectural Landscape Committee may execute such repair and the owner or contract purchaser will immediately remit funds upon billing. Appeals to the Board shall be handled in accordance as set forth in Section 8.12 Enforcement Appeal Process.

7.23 Maintenance Notice/Assessment of Costs. When, in the opinion of the Board of Directors of the Homeowners Association, certain maintenance needs to be performed on a lot or lots, the Board shall notify the owner by certified mail specifying in said notice exactly what needs to be repaired or maintained. The owner shall then have thirty (30) days from the receipt of such notice to perform the necessary maintenance or to make written demand for a hearing before the Board. If a hearing is demanded, the Board shall set a date therefore and give the owner at least ten (10) days notice thereof. The hearing shall be informal and rules of evidence shall not apply. The Board shall render its decision in writing. The cost of such exterior maintenance actually performed shall be added to and become part of the assessment to which the lot is subject. Appeals to the Board shall be handled in accordance as set forth in Section 8.12 Enforcement Appeal Process.

7.24 Architectural Control. The owner, purchaser, or occupant of each lot by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, fence, wall, swimming pool, rookeries, or other structure of any type 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, soils tests, location and color 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, building, setback restrictions, and finish grade elevations, by the Architectural Landscape Committee of the Association.

7.25 (A) All plans shall also comply with all city, state, county, and/or location regulations. Complete plans and specifications of all proposed buildings, structures and exterior alterations together with detailed

plans showing the proposed location of same on the particular building site shall be submitted for approval in accordance with the time lines herein below set forth. One set of plans shall always remain on the job site and one shall remain with the Homeowners Association. Approval shall be by the Architectural Landscape Committee. The jurisdiction and authority shall be exclusively that of the Homeowners Association, acting through its Board of Directors, or by an Architectural Landscape Committee composed of not less than three (3) nor more than five (5) representatives appointed by the Board.

7.25 (B) In the event said Board, or their designated committee, fails to approve or disapprove such design and location within thirty (30) days after said written plans and specifications have been submitted to it, said plans shall be considered approved by the committee.

7.25 (C) All buildings and other structures must be designed by a registered architect, a professional building designer, or by another qualified person or firm approved or accepted by the Homeowners Association, or the Architectural Control Committee. Any proposed changes or additions to an approved set of architectural plans, site plan or landscaping plans must be submitted to the Homeowners Association, the Architectural Landscape Committee, or their successors. The members of any Architectural Landscape Committee shall have no personal liability for any action by or decision of the Committee performed in good faith.

7.25 (D) The committee shall have the right to reject for any reason whatsoever, including purely aesthetic grounds, any proposal which it decides is not suitable or desirable. The decision shall be in writing and if a proposal is not approved, the decision shall include a statement of reasons for the action taken. Upon any disapproval, an aggrieved owner may sub-



mit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association then obtaining, and the expense of such arbitration shall be borne by such owner.

7.25 (E) By acceptance of a deed or other instrument of conveyance to any property within the plan of Knight’s Pointe, the owner of that property agrees and covenants not to maintain any action against any member of the Architectural Landscape Committee, Homeowners Association, or member of the Board of Directors, or officer of the Homeowners Association, which seeks to hold that member personally or individually liable for damages relating to or caused by any action or decision relating to architectural control. Jurisdiction and authority to grant or extend exceptions, variances, and waivers shall be exclusively in the Homeowner’s Association, acting through its Board of Directors.

7.26 Homeowners Association By-laws and Rules/Regulation. All owners in Knights Pointe covenant and agree to strictly comply with the By-laws and duly adopted rules and regulations of the Knights Pointe Homeowners Association, as existing and hereafter adopted and amended, being incorporated herein fully by reference. Failure of an owner to comply with any such By-laws or rules and regulations shall constitute a violation of these Declarations enforceable pursuant to the provisions hereof or as otherwise provided by Law. Failure by the Association or any owner to enforce any of the foregoing shall not waive the right to do so thereafter. The By-laws and any Association rules and regulations may be reviewed and the copies obtained from the principal office of the Homeowners Association. Any inconsistency between the By-laws and other Homeowners Association documents and these Covenants, Conditions, and Restrictions shall be rendered in favor of the former with the proviso that whenever possible all documents shall be construed to be consistent with each other.

7.27 Selling Homes. Any home may be conveyed by an owner free of any restrictions except that no owner shall convey, mortgage, pledge, hypothecate or sell his home unless and until all unpaid Association expenses assessed against the home shall have been paid as directed by the Board of Directors of the Homeowners Association. Such unpaid Association expenses, however, may be paid out of the proceeds from the sale of a home, or by the Grantee. Upon the written request of an owner or his mortgagee, the Board of Directors or its designee shall furnish a written statement of the unpaid charges due from such owner, which shall be conclusive evidence of the payment of amounts, assessed prior to the date of the statement. A reasonable charge may be made by the Board for the issuance of such statements.

7.28 Foreclosure or Contract Forfeiture. The provisions of the immediately preceding section shall not apply to the acquisition of a home by the first lien mortgagee or first lien contract vendor who shall acquire title to such home by foreclosure, deed in lieu of foreclosure or forfeiture, or contract forfeiture. In such event, the unpaid assessments against the home which were assessed and became due prior to the acquisition of title to such home by such first lien mortgagees or contract vendor shall be deemed waived by the Association and shall be charged to all other members of the association on a pro-rata basis as a common expense. Such provision shall, however, apply to any assessments, which are assessed and become due after the acquisition of title to such home by the first lien mortgagee or contract vendor and to any purchaser from such first lien mortgagee or contract vendor.

Whenever the term "home" is referred to in this section, it shall include the home, the owner's interest in the Association, and the owner's interest in any homes acquired by the Association.

ARTICLE VIII
GENERAL PROVISIONS

8.1 Enforcement. The Association, or any owner, or the owner of any recorded mortgage or trust deed upon any part of said property shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, and to recover damages for violation thereof. Failure by the Association, or by any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any party who successfully enforces these CC&R's shall be entitled to recover their reasonable costs and attorneys fees, whether a lawsuit was filed or not.

8.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any provision, which shall remain in full force and effect.

8.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded. After which time said covenants shall be automatically extended for successor periods of ten (10) years. Any of the covenants and restrictions of this Declaration may be amended by a two-thirds (2/3) majority vote of all the members of the Association. Proposals for voting issues shall be put to the general membership with each lot owner entitled to one vote per lot. All such amendments must be recorded in the appropriate Deed Records of Clark County, Washington to be effective.

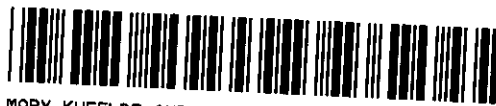


8.4 Maintenance and Repair. The Association shall cause all of said property now or hereafter owned by it, together with any improvement now or hereafter owned by it, to be kept and maintained in good order and repair. Any of said improvements owned by the Association which are damaged or destroyed shall be promptly replaced unless persons entitled to exercise a two-thirds (2/3) majority of the voting power of the Association at a special meeting duly called for such purpose, affirmatively vote in person or by proxy not to cause such damage or destroyed improvements to be replaced, in which event such property shall, nevertheless, be restored to a reasonable, neat and well-kept appearance.

8.5 Municipal Ordinances. All members know that their properties are subject to, in addition to these CC&R's, Municipal Ordinances. All Municipal Ordinances must be complied with, except where the CC&R's provide additional protection and standards, and in that case, the additional protections contained in the CC&R's will prevail. References to ordinances made in this Declaration shall be construed as references to the ordinances as they exist as of the date of the recordation of this Declaration or as they may thereafter be amended. Lot owners, purchasers and occupants shall comply with all applicable municipal ordinances and state law.

8.6 Interpretation. The Board of Directors of the Homeowners Association shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration. The Board's good faith determination, construction, or interpretation of this Declaration shall be final and binding.

8.7 Hold Harmless and Indemnity. Each owner or purchaser of a lot, 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 hold harmless and indemnify the Homeowners Associa-



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of the American Arbitration Association then obtaining, and the expense of such arbitration shall be borne by such owner.

IN WITNESS WHEREOF, by a vote of two-thirds (2/3) majority of the members of the Knight's Pointe Homeowners Association, and on behalf of the members, the Board of Directors hereby adopts these amended CC&R's this 11 day of NOVEMBER, 2004.

Mary Kufeldt-Antle

Mary Kufeldt-Antle, President

Curtis Suyematsu

Curtis Suyematsu, Vice President

Donna Lervold

Donna Lervold, Secretary

Richard Ying

Richard Ying, Treasurer

Francine I. Chough

Francine Chough, Board Member

