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ALPINE Quality Construction Services Inc. P. Lowry  
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Vancouver, WA. 98684

Document Title(s) or transactions contained herein:

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BRIDGE VIEW HEIGHTS

GRANTOR(S) (Last name, first name, middle initial)

ALPINE QUALITY CONSTRUCTION SERVICES INC

☐ Additional names on page of document.

GRANTEE(S) (Last name, first name, middle initial)

BRIDGE VIEW HEIGHTS LOTS 1-5

☐ Additional names on page of document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter, Quarter)

LOTS 1-5 BRIDGE VIEW HEIGHTS

☐ Complete legal on page of document.

REFERENCE NUMBER(S) of Documents assigned or released:

BK B PL 113

☐ Additional numbers on page of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

3-7-25-4 - 205 THRU 209

☐ Property Tax Parcel ID is not yet assigned☐ Additional parcel numbers on page of document.The Auditor/Recorder will rely on the information provided on the form. The Staff will not read  
the document to verify the accuracy or completeness of the indexing information.



**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
BRIDGE VIEW HEIGHTS NEIGHBORHOOD**

**ARTICLE I.  
USE RESTRICTIONS**

**1. Enjoyment of Property.**

The Owners shall use their respective properties for their own enjoyment in such a manner so as not to offend or detract from other Owners' enjoyment of their own respective properties. The maintenance, upkeep and repair of lots shall be the sole responsibility of the individual owners, and not the responsibility of the other lot owners. Owners shall maintain their lots, dwellings and any and all appurtenances to the high standards of the development. Painting and landscaping must be kept in good order, condition and repair and lots must be kept clean, sightly and sanitary at all times.

**2. Residential Use**

All lots in BRIDGE VIEW HEIGHTS are for single-family residential purposes only. No building or structure intended for or adapted to business or commercial purposes. No improvements or structure whatever, other than a private dwelling house, patio walls, swimming pool, and customary outbuilding, or garage, may be erected, placed or maintained on any lot. No day care, auto repair, auto sales or businesses requiring commercial vehicles or vehicular traffic to enter the development (to exclude UPS/FED X).

**3. Derogation of Law.**

No owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington, Skamania County, or other applicable government body.

**4. Nuisances.**

No swine, poultry, or fowl shall be kept on any lot. Domesticated animals; dogs, cats, EMU's or pot bellied pigs will be limited to two each. No noxious or offensive activity shall be carried on upon the Property or Lots nor shall anything be done thereon which may become a nuisance as defined by the laws of the State of Washington or Skamania County.

**5. Vehicles.**

Parking or storage of inoperable cars, junk cars, construction equipment or other unsightly vehicles or implements shall not be allowed on any lot or road or easement within the development except only within the confines of any enclosed garage. No auto dismantling allowed anywhere in development.

**6. Trash and Trash Containers.**

All garbage or trash containers must be stored within a permanent structure where they are not visible from outside the premises. No trash, garbage, discarded equipment, rubbish, ashes, yard rakings or other materials resulting from landscaping activity, or other refuse, shall be thrown, dumped, or allowed to accumulate on any lot, building site, street or driveway. The other owners may remove the above at owner's expense, seven (7) days, after written notification.

**7. Exterior Lighting.**

Outdoor Lighting will be carefully reviewed to assure that neighboring properties are protected from the direct view of the light sources. No floodlighting will be permitted, and illumination necessary for evening activities must be directed downward, screened, and only bright enough to provide for the safe traverse of steps and paths. Ornate lighting types such as colored lights or extensive yard lighting will be prohibited, with the exception of seasonal lighting such as Christmas lights. Light sensitive automatic lighting is discouraged, in favor of motion-activated lighting.



**8. Antennae and Satellite Dishes.**

No large antennae or satellite dishes, which are visible from other homes or the road, will be permitted. The use of landscaping is permitted to hide satellite dishes.

**9. Recreational Vehicles.**

Parking of trailers, boats, construction equipment or habitable motor vehicles of any nature on any site, road or easement for more than five (5) consecutive days is prohibited, unless it is within an enclosed garage or sight-obscuring fence.

**NO ON STREET OR EASEMENT PARKING WILL BE PERMITTED ON SANJEN LANE**

**10. Prefabricated Homes.**

The use, placement or storage of mobile homes or manufactured homes, or similar structures, which are largely constructed off site as living units are prohibited.

**11. Firearms and Pyrotechnic Devices**

Because of the open areas and residential nature of River View Meadow, discharging firearms or igniting pyrotechnic devices (fireworks etc.) is positively prohibited.

**12. Assurance of View.**

Bridge View Heights is set in a beautiful environment with varied vistas from all parts of the site. When planning your home, care should be taken to visually use the natural setting to provide filtered and selected views. At the same time care should be taken so as not to obstruct neighboring views. No foliage may be erected or grown in such a manner as to obstruct any view.

**ARTICLE 2**

**CONSTRUCTION AND LANDSCAPING REQUIREMENTS**

**1. Approval for Building or Construction Plans Reserved.**

For the purpose of further insuring the development of the lands so platted as an area of high standards the developer must review and approve in writing all building plans. The plans will be completed with engineering and a plot plan prior to submission for approval. We also reserve the right to make exceptions to these Covenants, Conditions and Restrictions with written notification.

**2. Building Type and Completion.**

The floor area of the dwelling shall be no less than 1,200 square feet, exclusive of garage, covered walks, and open porches. No two-story, no split-level, and no one and one-half story building shall be constructed with a fully enclosed first floor area of less than 900 square feet. No structure shall exceed two stories in height. Dwelling size may be altered or modified by the Developer or Homeowners Association at their sole discretion. All modifications granted will be subject to maintaining the integrity of the neighborhood dwelling units so as not to create a home of lesser quality and/or street-appeal. All requests for modifications or changes must be made in writing and receive a written response.

When construction on any lot has begun, it must be pursued to completion with diligence and finished within six (6) months from the issuance of the building permit. There is not a minimum time to begin construction. The six months rule applies only after permits have been issued.

In the event that all or any portion of a residence or other building located on the property is destroyed by fire or other casualty, it shall be the duty of the owner thereof, with due diligence, to rebuild or reconstruct such structure to original appearance and condition within three months.



### 3. Construction Standards.

There shall be only one residence permitted on each lot. The exterior construction of all dwelling structures shall be horizontal lap siding or approved equivalent (stucco, log etc.) on the side facing the street. Each roof shall be covered only by 250# composition roofing or better and have a 5/12 or more roof pitch. The developer or Homeowners Association must approve substitution of construction materials. Each dwelling shall be constructed with an attached and fully enclosed garage sufficient in size and design to house at least two full-size automobiles. A carport in lieu of a garage is prohibited. All outbuildings must be constructed to match the house in siding, roof pitch and roofing material. Metal or pole buildings are prohibited. Only those dwellings shall be allowed which are constructed in accordance with and using construction techniques and materials regulated and permitted by the Uniform Building Code as adopted by the State of Washington and the local municipality with jurisdiction.

### 4. Exterior Colors.

The color of all exterior materials should be subdued to blend with the natural landscape. Earth tones are encouraged, although muted accent colors, which are used judiciously and with restraint, may be permitted. In no case will colors approaching the primary range (red, blue, and yellow) be permitted, nor will drastic contrasts in value (light to dark) be allowed. It is the intent to preserve the appearance of the natural landscape and preclude the use of colors that would appear out of place and, therefore, offensive to the eye.

### 5. Temporary Structures.

No structure of a temporary character such as trailer, shack, tent, garage, barn or other out building shall be used, moved or placed on any Lot at any time as a residence or outbuilding.

### 6. Fences

The greatest preservation of the natural environment would be achieved if no fences were to be built. We understand, however, that there is a functional need to enclose areas for privacy and for protection of children and containment of pets. Fencing where required, should be designed to enhance the neighborhood. Wood fences must be maintained in good condition and stained or painted in earth colors. Privacy or screen walls must not exceed six feet in height, measured from existing natural grade, and they may not encroach into any required setback.

### 7. Swimming Pools and Spas.

Any in-ground pool requires a geo-technical engineer's design and approval from the Developer or Homeowners Association prior to construction. Covers such as inflatable bubbles will not be acceptable.

### 8. Outdoor Storage.

Outdoor areas housing trash containers, firewood, clotheslines, maintenance or service equipment such as lawnmowers, snow blowers or overflow storage shall be screened from all adjacent properties by a wall or fence.

### 9. Landscaping and Property Maintenance.

All dwellings and outbuildings must be landscaped within a fifty-foot (50') radius of the structure; landscaping work must be completed within thirty, (30) days from owner's possession. Extensions will be granted for weather conditions, which prevent installation of plant materials or other landscaping improvements. Areas left in their natural state and lots prior to construction must be kept free of noxious weeds and field grass must be mowed at sufficient intervals to prevent a fire hazard.

No excessive excavation or fill will be permitted on any lot except where specifically allowed by the Developer or Homeowners Association due to terrain considerations. Strong efforts should be made to balance cut and fill with minimal use of retaining walls and engineered building pads.

Drainage swales or washes interrupted by site improvements or additional drainage structures created by such improvements shall be constructed or reconstructed of natural materials properly placed for positive operation of the drainage system. Structures, that are artificial in appearance, such as drainage pipe, must



be avoided unless buried. Erosion is to be controlled in all circumstances. Special care must be taken during construction to protect and retain exposed earth silt fences etc.

**12. Road and Entry Maintenance**

The road maintenance is covered in the Road Maintenance Agreement recorded with the property.

**13. Remedies for Violations or Invalidation's:** The developer or elected officials of the Homeowners Association may, at any time, inspect a lot or improvement and, upon discovering a violation of the Covenants, Conditions and Restrictions provide a written notice of noncompliance to the Owner and if applicable, to the contractor including a reasonable time limitation within which to correct the violation, not to exceed thirty (30) days. If the violation creates an immediate hazard to the adjacent properties the time limit is waived. If an Owner and/or builder fails to comply with in this time period, the Developer or the Officials of the Homeowners Association or its authorized agents may enter the property and correct the violation at the expense of the Owner and/or contractor of such property. Any such entry and abatement or removal shall not be considered a trespass. Said expense shall be the primary responsibility of the Owner and be secured by a lien upon such site enforceable in accordance with the Declaration.

**14. Severability:** If any provision of these CCR's, or any section clause, sentence, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of the CCR's shall be construed as if such invalid part were never included therein.

**ARTICLE 5**

**ADMINISTRATION and ENFORCEMENT**

**1. Compliance:** By acceptance of a deed to a lot, execution of a contract therefore, or any other means of acquisition of an ownership interest. Whether or not it shall be so expressed in any such deed or other instrument, the owner covenants agrees thereby, on behalf of himself and heirs, successors and assigns, to observe and comply with the terms and conditions of this Declaration as they now exist and hereafter are amended.

**2. Right to Enforce:** Any Lot owner or Association of Lot Owners shall have the right to enforce by proceeding at law or in equity all restrictions, conditions, covenants, reservations, requirements, liens and charges now or hereafter imposed by the provisions of this Declaration.

**3. Disclaimer of Liability:** The Lot Owners shall not be liable to any person for act and emissions done in good faith in the interpretation, administration and enforcement of this Declaration.

**4. Remedies:** By signing these Covenants Conditions and Restrictions you agree to accept the Remedies provided by Binding Arbitration.

**5. Correspondence:** All correspondence, requests and responses will be in writing. Verbal approvals or disapprovals will not be accepted. This will be done to eliminate any confusion.

**ARTICLE 6**

**AMENDMENT**

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded. Beyond this time said covenants should be automatically extended until terminated by an instrument, which has received the signatures of at least seventy-five percent (75%), of the votes eligible to be cast. This Declaration and beyond may be amended during the initial twenty (20) year period by an instrument which has received the signatures of at least ninety-percent (90%) of the votes eligible to be cast. This Declaration may be amended during the initial twenty (20) year period and beyond by an instrument which has received the signatures of at least ninety (90%) percent of the votes eligible to be cast.



**ARTICLE 7**  
**GENERAL PROVISIONS**

1. **Severability:** Invalidation of any one of these Covenants, Conditions and Restrictions by judgment or court order will in no way affect or invalidate any other provision, which will remain in full force.
2. **Interpretation:** The captions herein are for the convenience of use and reference only and do not define, limit, augment or describe the scope, content or intent of this Declaration or any parts of this Declaration.
3. **Applicable Law and Venue:** Washington law shall govern This Agreement. All actions will be brought in Skamania County, Washington.
4. **Waiver:** Failure of any Property Owner or Association of Property Owners at any time to require performance of the provisions of this Declaration will not limit such party's right to enforce the provision. Additionally, any waiver of any breach of any provision will not constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.
5. **Exceptions:** These Covenants, Conditions and Restrictions do not apply to Lot 6 of Bridge View Heights. This lot will remain as an open space for multi use as described under the zoning.

**ARTICLE 8**  
**CONSTRUCTION STANDARDS**

In order to ensure that nuisances inherent to any construction process are kept to a minimum, the following regulations will be enforced during the construction period of all improvements at Bridge View Heights. Any violation of these regulations by an Owner's agent, representative, builder, contractor, or subcontractor will be treated as a violation by the Property Owner.

1. **Contractors:** No dwelling on a property shall be constructed except by a licensed General Building Contractor by the state of Washington, who performs his services under a general contractors bond as required by the State. No unlicensed or unbonded person shall be responsible for the actual construction of a dwelling, and it shall not be an exception to the licensed, bonded contractor requirement that the owner is doing the work or is responsible for the construction of the dwelling. This requirement may be waived under special circumstances by the developer or Homeowners Association.
2. **Construction Trailers:** Upon commencement of construction, a construction trailer or portable field office may be located on the building site within the building envelope, clear of all setbacks. The type, size, color of any portable office must be approved by the Developer. The field office may not be placed on-site earlier than two weeks prior to the actual onset of continuous activity. A construction trailer may not remain on site for a period of time exceeding six months without written approval of The Developer.
3. **Trash Receptacles and Debris Removal:** Owners and builders shall clean up all trash and debris at the end of each day. An approved trash receptacle must remain on the site at all times for this purpose, to contain all lightweight materials or packaging. The receptacle must be positioned on the side alongside the access drive, clear of side and rear setbacks, adjacent road right(s)-of way and neighboring properties. Trash receptacles must be emptied on a timely basis to overflow of refuse. Disposal shall be at a suitable off-site facility. Owners and builders are prohibited from dumping or burying trash anywhere on the site or elsewhere in River View Meadow. Heavy debris such as broken stone, wood scrap, and the like, must be removed from the site immediately upon completion of the work of each trade that has generated the debris. All concrete washouts, from both trucks and mixers,



must occur within the building envelope of the lot in a location where it will ultimately be concealed by structure or covered by backfill. Washout in road rights-of way, setbacks or on adjacent properties is strictly prohibited. During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or detriment to other Units or Properties. Any clean-up costs incurred by the Developer or the Homeowners Association in enforcing these requirements shall be payable by the owner and/or general contractor.

4. **Sanitary Facilities:** Each Owner or builder shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets must be located within the building envelope, clear of all setbacks.
5. **Construction Access:** The approval access drive will be the only construction access to any lot. At all times delivery and construction vehicles must be on graveled surfaces.
6. **Vehicles and Parking Areas:** Construction crews may not park on, or otherwise use, undeveloped portions of lots or Properties. All vehicles shall be parked within the building envelope. During very busy construction periods involving multiple trades such that all construction vehicles cannot be confined to the site proper, the overflow vehicles may be temporarily parked along the shoulder of the roadway. During these limited occurrences, vehicles must be off of the paved surface of the roadway or cul-de-sac to allow continual unconstrained access by normal traffic and emergency vehicles, including fire trucks. Vehicles may not be parked on neighboring lots, in nearby driveways, or an open space. Changing oil or other maintenance on any site is prohibited.
7. **Dust and Noise Control:** The contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from public or private roads that is the result of construction activity on the site. The playing of radios or use of other audio equipment by construction crews during the improvement of any lot at Bridge View Heights is restricted.
8. **Material Deliveries:** All building materials, equipment and machinery required to construct a residence on any lot must be delivered to and remain within the building envelope of each lot, clear of all setbacks. This includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes, and any other equipment or machinery that will remain overnight. Material delivery vehicles may not drive across adjacent lots or tracts to access a construction site.
9. **Alcohol and Controlled Substances:** The consumption of alcohol or use of any construction site or Common Area within River View Meadow is prohibited.
10. **Fires and Flammable Materials:** Careless disposition of cigarettes and other flammable materials as well as the build-up of potentially flammable materials constituting a fire hazard is prohibited. At least 20-pound ABC-Rated Dry Chemical Fire Extinguishers shall be present and available in a conspicuous place on the construction site at all times.
11. **Pets:** Pets are not allowed to run loose on the property by members of any construction crew.
12. **Restoration of Property:** Upon completion of construction, each Owner and builder shall clean his construction site and repair all property which has damaged, including but not limited to, restoring grades and planting shrubs and/or trees and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting, and fencing. In addition, the Owner and general contractor (builder) shall be held financially responsible for any damage repair, site restoration/revegetation and refuse removal required on any and all adjacent properties as a result of trespass or negligence by them, their employees, or sub-contracted agents. This will include removing mud from road and restoring gravel to original condition.
13. **Construction Signage:** With the exception of small signs identifying the general contractor, individual signs identifying individual contractors, sub-contractors, tradesmen or suppliers are prohibited. Identification of licensed tradesmen, when required by state or county statutes shall be confined to the posting location of the building permit. Attachment of signs or similar material to trees is strictly prohibited.
14. **Daily Operations:** Construction activity which generates excessive noise, such as hammering, sawing, excavation work, concrete delivery, etc., must be confined to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, and 8:00 a.m. to 7:00 p.m. on Saturday. Noisy activity should be curtailed on Sunday of each week.
15. **Site Visitations:** Due to the inherent danger associated with an active construction site, visitors to any site should be limited to those persons with official business relating to the construction activity, such as construction workers, tradesmen, building officials, design review observers and the owner. Construction personnel will not invite or bring family members or friends to the job site.



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16. **Licensing and Insurance:** All contractors and sub-contractors must post evidence of proper licensing and insurance with their lot owners and Developer, prior to entering the construction premises. Confirmation shall be evident in the form of a valid Washington, State contractor's license and a certificate of insurance naming the lot owner as a certificate holder. The required insurance must provide coverage not less than the applicable limits of coverage relating to comprehensive general liability, automobile liability, and workman's compensation.

I have read and agree to comply with the provisions contained in the Covenants, Conditions and Restrictions for the Bridge View Heights Development.

Alpine Quality Construction, Inc. 7/10/03  
Contract Owner Date  
Beta Sullivan 7/10/03  
Witness Date

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