

RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR CHELSEA PARK

ARTICLE 1 – MEETINGS

Annual and special meetings of the Chelsea Park Improvement Association (the “Association”) and of the Association’s Board of Directors (the “Board”) shall be called and held as provided in the Bylaws.

ARTICLE 2 – PRESENTATION OF ISSUES

Any owner of a lot within Chelsea Park may present any issue concerning the Association to any Officer or directly to any meeting of the Board. Issues presented by an owner to an Officer shall be placed on the agenda at the next Board meeting. Special Board meetings may be requested as provided in the Bylaws.

ARTICLE 3 – ASSOCIATION AUTHORITY

Owners of lots within Chelsea Park are subject to the Association’s authority. The Association is empowered to enforce this Restated Declaration, the Association’s Bylaws, and any Rules adopted by the Board through reasonable fines (provided that they are based on a schedule adopted by the Board and distributed to all owners) and legal action. Written agreements made with the Association, its Board of Directors, or those acting on its behalf prior to the execution of this Restated Declaration will be honored and “grandfathered in,” and the Association has no authority to require changes in contradiction to such written agreements.

ARTICLE 4 – ASSESSMENTS

Each lot owner is obligated to pay his or her pro rata one-sixteenth share of the assessed cost by the Association to maintain all common facilities and services. The Board shall approve annual and, when necessary, special budgets each year. Within thirty days of approving a budget, the Board shall schedule a meeting of the owners to consider ratification of the approved budget between thirty and sixty days after a summary of that budget (which shall include the reserve account disclosures listed in RCW 64.38.025(4)) has been provided to the owners. An approved budget shall be considered ratified unless owners possessing a majority of the votes in the Association reject it at the budget ratification meeting, whether or not a quorum is present. A vote to ratify or reject the budget may be submitted electronically as long as it is received at or before the budget ratification meeting. Assessments shall be collected bi-annually, with the first payment due by March 31<sup>st</sup> and the second payment due by September 30<sup>th</sup> of the same year. The Association may impose late fees and interest charges at the highest rate permitted by law if assessments are not paid. Failure to pay an assessment may result in a lien being recorded against the delinquent owner’s lot by the Association, and that lien may be judicially foreclosed. Lot owners are also personally liable for assessments, and the

Association may file a lawsuit against a delinquent owner. The Association shall not record a lien against a lot, instruct an attorney or agency to pursue collection of unpaid assessments, or begin a lawsuit to collect unpaid assessments without first notifying the owner in question of the debt in writing and providing that owner with a thirty-day period to pay the debt or propose a payment plan. Owners are liable to pay all attorney fees and costs associated with the collection of unpaid assessments on their accounts.

#### ARTICLE 5 – RESIDENTIAL USE

Lots shall be used for single-family residential purposes only. Apartments, duplexes, lodges, boarding houses, or other multiple-family dwellings are not permitted on lots. The operation of a business on a lot is allowed only when it has no external indication of commercial activity. No improvement or structure other than a first-class private dwelling house may be erected. No lot shall have direct access to NE 50<sup>th</sup>.

#### ARTICLE 6 – TREE CUTTING

The Bridle Trails area of the City of Bellevue has special rules that apply to the cutting of trees. A permit must be obtained in order to cut down any tree that meets the size standard established by the City or any tree that is deemed hazardous by a certified arborist. A copy of the permit must be sent to the President of the Board before proceeding with the removal of either type of tree.

#### ARTICLE 7 – LANDSCAPING

Lot yards and native foliage shall be maintained on a regular basis. Weeds shall be kept under control. Driveways shall be kept clean and neat in appearance. Dead trees shall be removed immediately as they can pose a safety issue.

#### ARTICLE 8 – PAINTING

Homes shall be painted in such a way as to not conflict with the overall appearance of the neighborhood. All outside painting shall be completed without undue delay. Homes should not be left only primed or in an unfinished state with regard to exterior paint.

#### ARTICLE 9 – EXTERIOR ITEMS

Clotheslines, garbage cans, equipment, coolers, wood piles, and storage piles shall be kept out of sight from the view of neighboring lots. Removal of garbage cans from side streets shall occur within forty-eight hours of pick-up dates.

#### ARTICLE 10 – SETBACK LINES

No building, structure, outbuilding, or appurtenance shall be located closer than thirty feet from any lot or property line without the Board's prior written approval.

## ARTICLE 11 – ANIMALS

The rules of the City of Bellevue apply with regard to the keeping of animals on lots. No animals except domestic dogs, cats, caged birds and rodents will be permitted on any lot. Dogs must be kept on a leash when they are off the owner's lot.

## ARTICLE 12 – FENCES

Fence construction must first be approved by the Board of Directors and must also have the approval of the neighbors on either side of such fence.

## ARTICLE 13 – UTILITY LINES

All electrical service and telephone lines shall be placed underground. All exposed or exterior radio or television receptors shall be erected or placed in such a way as to reduce any visibility from the street and the neighbors.

## ARTICLE 14 – NUISANCES

No lot shall be used in whole or in part in a manner that annoys, injures, or endangers the safety, health, comfort, or repose of one or more of the occupants of surrounding lots. Owners are permitted to engage in composting, but that activity must not be visible to their neighbors.

## ARTICLE 15 – SIGNS

No billboards or advertising signs of any character may be erected, placed, permitted, or maintained on any lot. A homeowner name and address sign, the design of which shall be furnished to the Board for approval, is allowed. A sign used to promote the sale of a lot is allowed. Signs advocating candidates for political office are permitted during primary and general election seasons.

## ARTICLE 16 – GARAGES

No garage or other outbuilding shall be placed, erected, or maintained upon any part of a lot except for use in connection with an existing residence.

## ARTICLE 17 – CONSTRUCTION

Roofs must blend with the overall appearance of the neighborhood. No evaporative cooler or heat pump shall be placed, installed, or maintained on the roof or wall of any building or structure. Evaporative coolers and heat pumps shall not be visible by neighboring lots or from the street. Each home shall have a three-car garage. Construction shall be conducted in accordance with state and local laws and codes. The Association shall comply with all applicable laws pertaining to approval and regulation of solar panels.

## ARTICLE 18 – APPROVAL OF PLANS

Construction or alteration of driveways, exterior buildings, fences, walls, or any other visible structure on a lot shall be submitted to the Board of Directors for its written approval before such projects are initiated.

## ARTICLE 19 – LETTER AND DELIVERY BOXES

The location, color, size, design, lettering, and all other particulars of mail or paper delivery boxes shall be uniform in appearance.

## ARTICLE 20 – COMMERCIAL VEHICLES

No commercial vehicles, construction, mobile, stationary trailers, motor homes, or like equipment of any kind shall be permitted on any lots unless approved in advance by the Board in writing and kept in an enclosed fence area.

## ARTICLE 21 – PLEASURE BOATS

A pleasure boat on its trailer may be permanently parked or stored in an enclosed fenced areas approved in advance by the Board. During the summer months, a pleasure boat on its trailer may be temporarily parked in the driveway for less than two weeks.

## ARTICLE 22 – STREET PARKING

There shall be no on-street overnight vehicular parking.

## ARTICLE 23 – GARAGE SALES

An annual neighborhood garage sale will be held once a year at a time determined by the Board of Directors. The Association shall provide the lot owners with at least sixty days' notice of each annual garage sale.

## ARTICLE 24 – ESTATE AND MOVING SALES

A lot owner may hold one estate/moving sale when vacating a home in Chelsea Park.

## ARTICLE 25 – COMMON AREAS

The common areas of the neighborhood include the street, islands, lights, and the two foot easement in front of each home. These areas are to be maintained by the Association and paid for from the annual assessments.

## ARTICLE 26 – PROPERTY MAINTENANCE

If an owner fails to maintain the exterior of a lot and the improvements situated thereon

in a manner that is consistent with this Restated Declaration within one hundred and twenty days after mailing of notice by certified or registered mail to the last known address of the owner, then the Board may impose reasonable fines and initiate legal action in order to compel the owner to perform the required maintenance.

#### ARTICLE 27 – DURATION

These covenants shall remain in force for a period of thirty years from the date they are approved, after which time they shall be automatically extended for successive periods of ten years unless an instrument amending or terminating them is approved by the owners of a majority of the lots and recorded with the King County Recorder.

CHELSEA PARK IMPROVEMENT  
ASSOCIATION

By: Ronald D. Davis

\_\_\_\_\_, President

CHELSEA PARK IMPROVEMENT  
ASSOCIATION

By: Victoria B. Billington

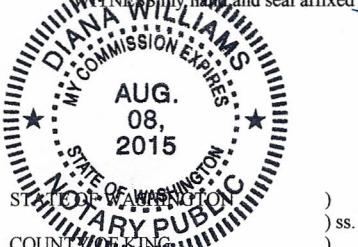
\_\_\_\_\_, Secretary

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

2012 *2012*

On this 25 day of July, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ronald Davis, to me known to be the President of Chelsea Park Improvement Association, the Washington non-profit corporation that executed the foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes mentioned therein, and on oath stated that s/he was authorized to execute the instrument on behalf of the Association.

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



*Diana Williams* (Print name)  
Notary Public in and for the State of Washington, residing at Bellevue, WA  
My commission expires: Aug, 08, 2015

On this 25 day of July, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ketona Billington, to me known to be the Secretary of Chelsea Park Improvement

Association, the Washington non-profit corporation that executed the foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes mentioned therein, and on oath stated that s/he was authorized to execute the instrument on behalf of the Association.

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



Diana Williams  
Diana Williams (Print name)  
Notary Public in and for the State of  
Washington, residing at Bellevue WA  
My commission expires: Aug. 08, 2015