

Osterly park Phase Two

Design Changes Report

History

Osterly Park was originally approved in 2009 as a 31 Unit town house development. It took a couple of years to get to that point and it happened to be during an extreme decline in real estate and a market crash. The project sat until 2015, when we were able to restructure it into 2 phases. In Phase one, 8 units were completed in 2017 and has had amazing praise from the community. The 3 owners of the four plex's located in Phase 2 decided that after the economic turn fall it was best not to remove their buildings, but that sharing the common road that was approved was fine. We pursued this but after the owner of 14420 had on no less than 10 occasions agreed to share the road, that would also come with many improvements to his lot. Such as developer agreeing to re landscape and repaint his entire building for starters, the owner thought it was not in his best interest to proceed. So that period ended. His lot currently is in disarray and a fence will be between him and Osterly park Phase 2.

New Direction

In April of 2018, when the shared road that was approved by the owners was now rejected by one of the owners, we asked the architect to come up with a new direction. This included; removing 4 duplexes and replacing them 2 triplexes. One duplex facing south instead of each other. The fourplex building was present in the original approval, but one 1 building. The new design has 2 more triplexes with a road behind them and a side walk in front of them that goes through the entire development to both recreation spaces and on to 34<sup>th</sup> Ave S. This design breaks up the monotony of the townhomes in a positive way, giving the drive through the development some diversity.

The only exception to the structures was on the last duplex that sits facing 34<sup>th</sup> Ave S. We moved the appearance of the front unit to allow it to face 34<sup>th</sup> Ave S. This is a strict design review component and we felt that is was a great benefit to the first view of the development for persons passing by.

Challenges

This lot is a very deep, skinny lot so outside of HDR 2000 square feet Zoning code and town house manual, it had considerable challenges. These lots were recorded many years ago in an area where apartments were being built with very loose standards and requirements. Tukwila has recognized this and help us work towards a successful project. As mentioned before one of the three owners that was going to share a road refused to do so in the spring of this year. The utilities in phase one in order to be extended required the back lot (14424) to dedicate a section 8 ft wide by his entire property on the east side in order to have the water mains storm drain power and road go through, and he had a long interest in improving his building. We have submitted for a pre-application meeting for an expansion of

RECEIVED

JUL 27 2018

97 of 211  
Community  
Development

his building to make it one story taller and making it look like a sister building to the Townhomes. He is in agreeance and excited to get started.

#### Neighborhood

In this close area there have not been many improvements and crime is a tremendous problem. By investing into this area we can begin the path to cleaning up the problems. If we can bring more home owners in the crime rate will go down. The first 8 Units that sold have outstanding citizens for the city living there and we hope to add more like them.

#### Conclusion

As mentioned we have not added a new style building, just 2 more 3 plexes and re arraigned them with careful consideration to meet all zoning, safety, and public works requirements. The original development had 2 rec spaces and we have moved them but saved the approved structures within the spaces and they maintain the same purposing. The utilities were modified and approved by the local districts.



3/27/10



**OWNER**  
 MR. MIKE OVERBECK  
 13624 1st. AVE. SO.  
 BURLEN, WA. 98168  
 206-431-2999

**SITE ADDRESS**  
 3429 SO. 144TH. ST.  
 TUKWILA, WA. 98188

**LEGAL**  
 LOTS 3, 4 & 5 BLOCK 2, ADAMS HOME TRACTS, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 31, RECORDS OF KING CO. WA.

**SITE DATA**

LOT ZONE HDR  
 LOT AREA 73,499.94 sq ft  
 BUILD AREA: UNIT A 230, UNIT B 240, UNIT C 250  
 FIRST FLOOR 700'x1630' 654'x1545'  
 SECOND FLOOR 700'x1630' 654'x1545'  
 THIRD FLOOR 700'x1630' 654'x1545'

LOT COVERAGE 50% BUILD. = 36,749 sq ft HAVE 21,068 sq ft  
 OCCUPANCY R-2, U-1 GARAGE  
 NO. OF STORIES 3  
 HEIGHT 45', HAVE 37'±

SETBACKS:  
 - FRONT 20'  
 - SIDE 10'  
 - REAR 10'

ROOF L.L. 20' P.O.F.  
 FLOOR L.L. 40' P.O.F.  
 WIND L.L. 20' P.O.F. - EXPOSURE B, 85MPH  
 EARTHQUAKE ZONE D R=6.5

PARKING TWO PER UNIT = 31X2 = 62 + 14 = 76 CARS  
 DEVELOPMENT & PAVING TO BE TIGHT-L  
 UNITS TO BE TIGHT-L

CONST. TYPE B-N, TR-1-HF  
 CODE 2000 IRC  
 BUILD. SEPARATION 20'  
 NO. OF UNITS 2000/UNIT = 73,499.94 / 2000 = 36.7 UNITS  
 HAVE 31 UNITS

OPEN RECREATION SPACE: 250' PRIVATE, AND 400' AVG.

UNIT	DIM.	SQ. FT.	UNIT	DIM.	SQ. FT.
A1	20x25-48	675	B12	11x27.5-48	254
A2	48, 21x24, 42x10	1010	B13	15x18, 42x10	735
A3	11x21-24	295	B14	11x27.5-48	254
A4	13x24, 42x10	732	B15	13x24, 42x10	510
A5	11x27-24	295	B16	11x37.5-48	254
A6	13x24, 42x10	732	B17	13x24, 42x10	510
A7	11x27-24	295	B18	17x24-48	408
A8	11x24, 42x10	684	B19	48, 24x25, 42x10	1044
A9	11x24	264	B20	48, 24x30, 42x10	1212
A10	11x24	264	B21	17x30-48	522
A11	48, 18x30, 42x10	1032	B22	12x25, 42x10	684
A20	11x27-24	295	B23	11x27.5-48	254
A27	13x24, 42x10	732	C24	22x13, 24x10	528
A28	11x27-24	295	C25	22x12	264
A29	13x24, 42x10	732			
A30	48, 24x30, 42x10	1032			
A31	22x23-48	675			

OPEN SPACE AVG. = 18,078 / 31 UNITS = 583' AVG.

RECREATION ARE = 1000' MIN. OR 100' PER UNIT  
 REQUIRED = 31 UN. X 100' = 3100'  
 HAVE = 65x10, 16x24 = 3104'  
 = 32x44 = 1408'  
 4512'

LANDSCAPE REQUIREMENTS:

REQUIRED LANDSCAPING	HAVE LANDSCAPING
FY = 15', SY = 10', RT = 10' ± SY = 5' W/ AVERAGING	
REQUIRED LANDSCAPING	HAVE LANDSCAPING
FY = 150.04 X 15 = 2250'	FY = 135.04 X 22 = 3030'
FY = 135.88 X 15 = 2038'	FY = 113.88 X 24 = 2733'
SY = 250.6 X 10 = 2506'	SY = 250.6 X 10 = 2506'
SY = 181.0 X 10 = 1810'	SY = 181.0 X 10 = 1810'
SY = 137.66 X 10 = 1376'	SY = 137.66 X 10 = 1376'
SY = 273.51 X 10 = 2735'	SY = 273.51 X 10 = 2735'
RT = 68.75 X 10 = 687'	RT = 68.75 X 11 = 756'
	13,492'
	14,952'

MODULATION: 4' OFFSET HORIZ. OR VERTICAL  
 NOT REQUIRED FOR 2-PLEX  
 HAVE 4' OFFSET AT ROOF & TRI

IMPERVIOUS LOT COVERAGE: 75% MAX.  
 73,499.94' x 75% = 55,125' MAX.

HAVE:

BUILD. A = 1400' x 7 BUILD. = 9,800'	} 210,000'
BUILD. B = 1308' x 6 BUILD. = 7,848'	
BUILD. C = 1320' x 1 BUILD. = 1,320'	
BUILD. D = 2100' x 1 BUILD. = 2,100'	
ROADS = 268' x 20' = 5360'	
236' x 20' = 4720'	
24' x 46' x 4' = 4416'	
24' x 42' x 4' = 4032'	
PARKING = 8x20x14 = 2240'	
WALKS = 808' x 5' = 4040'	
500' x 4' = 2000'	
	47,876'

NO.	DATE	REVISION	BY

© BARKER ARCHITECTS

SITE PLAN

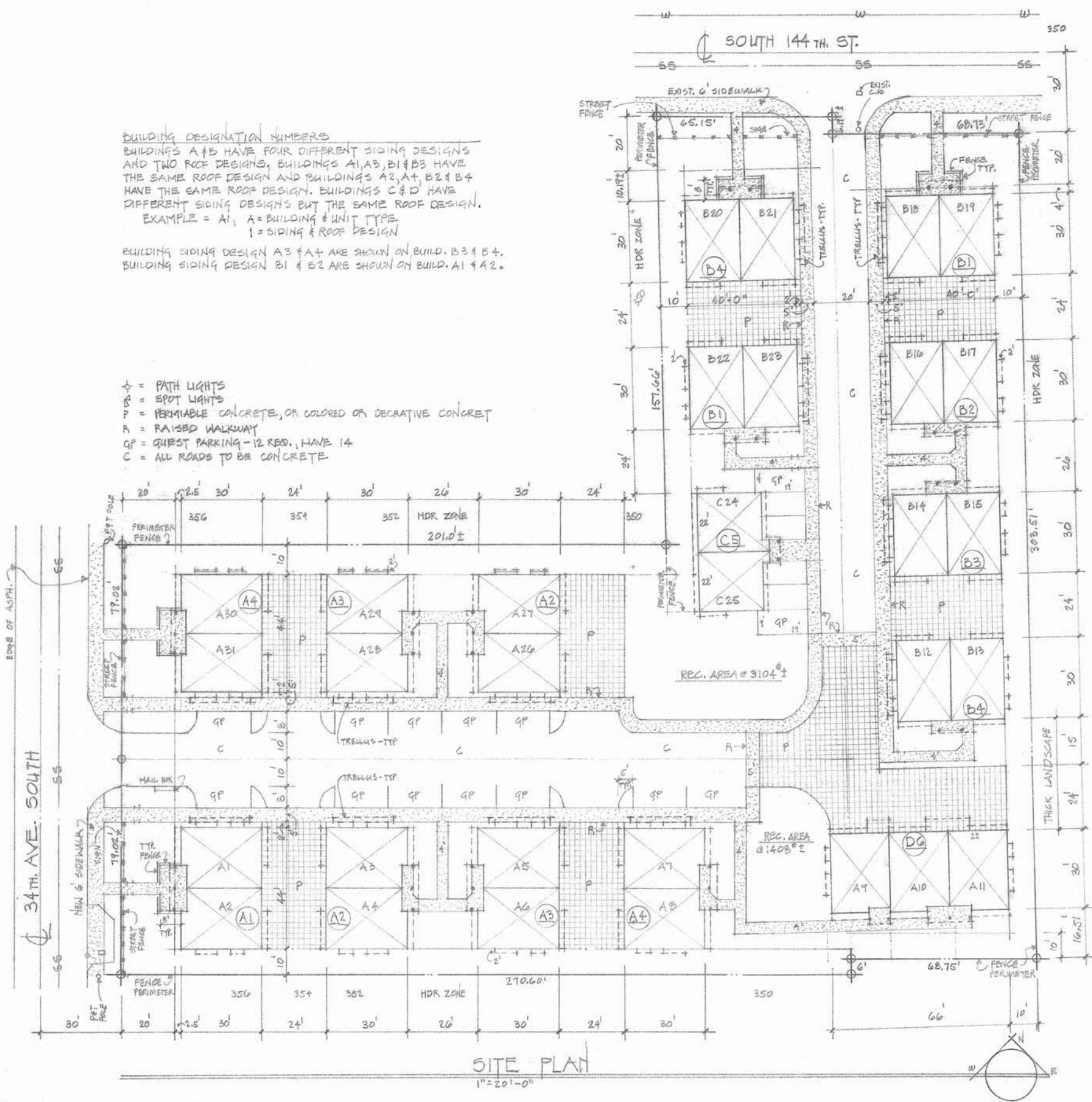
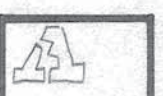
SCALE: 1" = 20'-0"

CHECKED: \_\_\_\_\_ DATE: \_\_\_\_\_

DRAWN: \_\_\_\_\_

31 TOWNHOMES FOR  
 MR. MIKE OVERBECK

JOB NO.:



**BUILDING DESIGNATION NUMBERS**  
 BUILDINGS A & B HAVE FOUR DIFFERENT SIDING DESIGNS AND TWO ROOF DESIGNS. BUILDINGS A1, A3, B1 & B3 HAVE THE SAME ROOF DESIGN AND BUILDINGS A2, A4, B2 & B4 HAVE THE SAME ROOF DESIGN. BUILDINGS C & D HAVE DIFFERENT SIDING DESIGNS BUT THE SAME ROOF DESIGN.  
 EXAMPLE = A1, A = BUILDING # UNIT TYPE  
 1 = SIDING & ROOF DESIGN

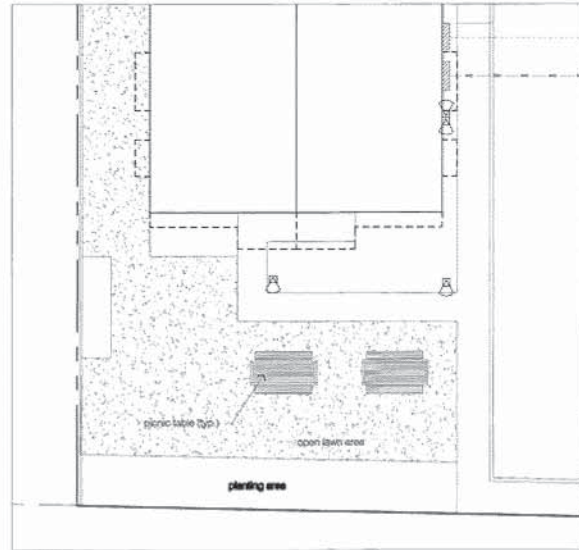
BUILDING SIDING DESIGN A3 & A4 ARE SHOWN ON BUILD. B3 & B4.  
 BUILDING SIDING DESIGN B1 & B2 ARE SHOWN ON BUILD. A1 & A2.

- ⊕ = PATH LIGHTS
- ⊙ = SPOT LIGHTS
- P = PERMIABLE CONCRETE, OR COLORED OR DECORATIVE CONCRET
- R = RAISED WALKWAY
- QP = QUEST PARKING - 12 REQ., HAVE 14
- C = ALL ROADS TO BE CONCRETE

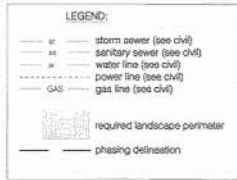






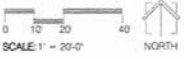
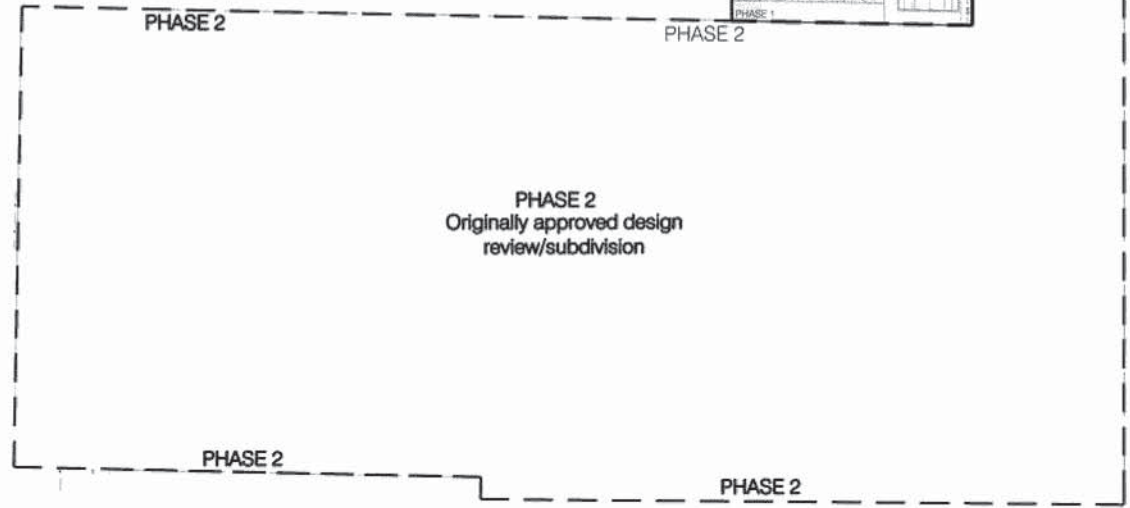


1 recreation space A enlargement  
SCALE: 1/4" = 1'-0"



note: utility locations shown on landscape plan are approximate. see civil and/or utility plans for exact locations.

- PHASING NOTES:**
- PHASE 1: Phase 1 work shall include common infrastructure for the entire development (main road, utilities, sidewalks, recreation space A with children's play equipment, mailbox, etc.), Townhome Units B-16, B-17, B-18, B-19, B-20, B-21, B-22, B-23, C-24, C-25, private walks and driveways associated with those units, and landscaping adjacent to those units and as determined by Tukwila Planning Department.
- PHASE 2: Phase 2 work shall include recreation space B; Townhome Units A-5, A-6, A-7, A-8, A-9, A-10, A-11, B-12, B-13, B-14, B-15, private walks and driveways associated with those units, and landscaping adjacent to those units.
- PHASE 3: Phase 3 work shall include Townhome Units A-1, A-2, A-3, A-4, A-26, A-27, A-28, A-29, A-30, A-31, private walks and driveways associated with those units, and landscaping adjacent to those units.
- TREE PROTECTION NOTES:**
1. Contractor shall provide the following minimum tree protection measures (per Tukwila Planning Dept.) for all existing trees to remain on site.
    - Enclose tree entry with 6' height chain link fence.
    - Chain link fence posts shall be set in concrete piers on grade.
    - Set chain link fence circumference equal or greater than circumference of dripline of tree.
  2. No construction activity or material storage shall take place inside the chain link fence.
  3. All Tree Protection measures shall be installed prior to beginning construction and shall be maintained by Contractor for the duration of construction.



Osterly Park  
Townhomes  
3429 South 144th Street  
Tukwila, Washington



project number: 20061020  
drawn: CSW  
checked: Studio 342

date	issue / revision
9/13/2008	Prelim. Review
9/22/2009	Revision
8/9/2010	Revision
9/9/2010	Utility Update
2/2/2011	Phase 1
2/3/2012	Phase 1 Revision

Phase 1  
Landscape  
Site Plan  
**L-1**  
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**LANDSCAPE CALCULATIONS:**

Required Type I Landscaping (per TMC 18.52.030)

Total Lineal Feet of Property Line Perimeter = 857 l.f.  
Total Lineal Feet of Perimeter Curb Cuts = 20 l.f.  
Total Lineal Feet of Perimeter for Landscape Calculations = 857 - 20  
Total Lineal Feet of Perimeter for Landscape Calculations = 837

Required Trees = 1 per 30 lineal feet of req. perimeter (excluding curb cuts)  
Required Trees = 837 l.f. / 30  
Required Trees = 28 (27.9)  
Required Evergreen Trees = 75% of Req. Trees  
Required Evergreen Trees = 75% x 28  
Required Evergreen Trees = 21  
Required Deciduous Trees = Req. Trees - Req. Evergreen Trees  
Required Deciduous Trees = 28-21  
Required Deciduous Trees = 7

Required Shrubs = 1 per 7 lineal feet of req. perimeter (excluding curb cuts)  
Required Shrubs = 837 l.f. / 7  
Required Shrubs = 120 (119.5)  
Required Evergreen Shrubs = 75% of Req. Shrubs  
Required Evergreen Shrubs = 75% x 120  
Required Evergreen Shrubs = 90  
Required Deciduous Shrubs = Req. Shrubs - Req. Evergreen Shrubs  
Required Deciduous Shrubs = 120-90  
Required Deciduous Shrubs = 30

Perimeter Evergreen Trees Required = 19  
Perimeter Evergreen Trees Provided = 21

Perimeter Deciduous Trees Required = 4  
Perimeter Deciduous Trees Provided = 4

Perimeter Evergreen Shrubs Required = 60  
Perimeter Evergreen Shrubs Provided = 190  
Perimeter Deciduous Shrubs Required = 20  
Perimeter Deciduous Shrubs Provided = 53



Trees				
Quantity	Botanical Name	Common Name	Size	Notes
2	Acer circinatum	Vine Maple	6'-8' ht	multi-stem
5	Acer rubrum 'Bowhall'	Bowhall Maple	2'-3' cal.	
2	Cercidiphyllum japonicum	Katsura Tree	2'-3' cal.	
24	Chamaecyparis nootkatensis 'Green Arrow'	Green Arrow Alaska Cedar	6'-8' ht.	
3	Cornus 'Eddie's White Wonder'	Eddie's White Wonder Dogwood	2'-3' cal.	
16	Picea omorika	Serbian Spruce	6'-8' ht.	
5	Pyrus calleryana 'Autumn Blaze'	Autumn Blaze Flowering Pear	2'-3' cal.	matching

Shrubs				
Quantity	Botanical Name	Common Name	Size	Notes
48	Calamagrostis x acutifolia 'Karl Foerster'	Feather Reed Grass	1 gal.	
44	Hydrangea macrophylla 'Blue Wave'	Blue Wave Hydrangea	5 gal.	
229	Liriope muscari	Big Blue Lily Turf	1 gal.	
113	Nandina domestica 'Firepower'	Firepower Heavenly Bamboo	2 gal.	
50	Nandina domestica 'Plum Passion'	Plum Passion Heavenly Bamboo	5 gal.	
29	Nasella tenuissima	Mexican Feather Grass	1 gal.	
30	Pittosporum tobira 'Wheeler's Dwarf'	Wheeler's Dwarf Tobira	5 gal.	
9	Polystichum munifolium	Western Sword Fern	1 gal.	
54	Rhododendron 'Clipense'	Clipense Rhododendron	5 gal.	
16	Rhododendron 'Top Banana'	Top Banana Rhododendron	5 gal.	
9	Rhododendron 'Yaku Princess'	Yaku Princess Rhododendron	5 gal.	
4	Ribes sagnaium 'King Edward VII'	Red Flowering Currant	5 gal.	
33	Spiraea japonica 'Magic Carpet'	Magic Carpet Spirea	5 gal.	

Groundcovers				
Quantity	Botanical Name	Common Name	Size	Notes
504	Fragaria chiloensis	Beach Strawberry	4' pnts.	744 sf @ 18" o.c.
	turf grass			hydroseeded

Climbing Vines				
Quantity	Botanical Name	Common Name	Size	Notes
1	Clematis armandii	Evergreen Clematis	1 gal.	1 per wood arbor

**GENERAL NOTES:**

- Required perimeter planting shall meet the following size requirements per TMC 18.52.030:  
Deciduous trees shall be 2" caliper minimum  
Evergreen trees shall be 6' height minimum  
Shrubs shall be 18" height minimum
- All planting and lawn areas shall be served by an automatic irrigation system per TMC 1852.040.H. Irrigation plan shall be Design/Build by installing contractor and shall meet all applicable codes and Design/Build Irrigation Specifications found on Sheet L-2. Installing contractor shall provide the irrigation design to Landscape Architect for approval prior to construction.

**PLANTING NOTES:**

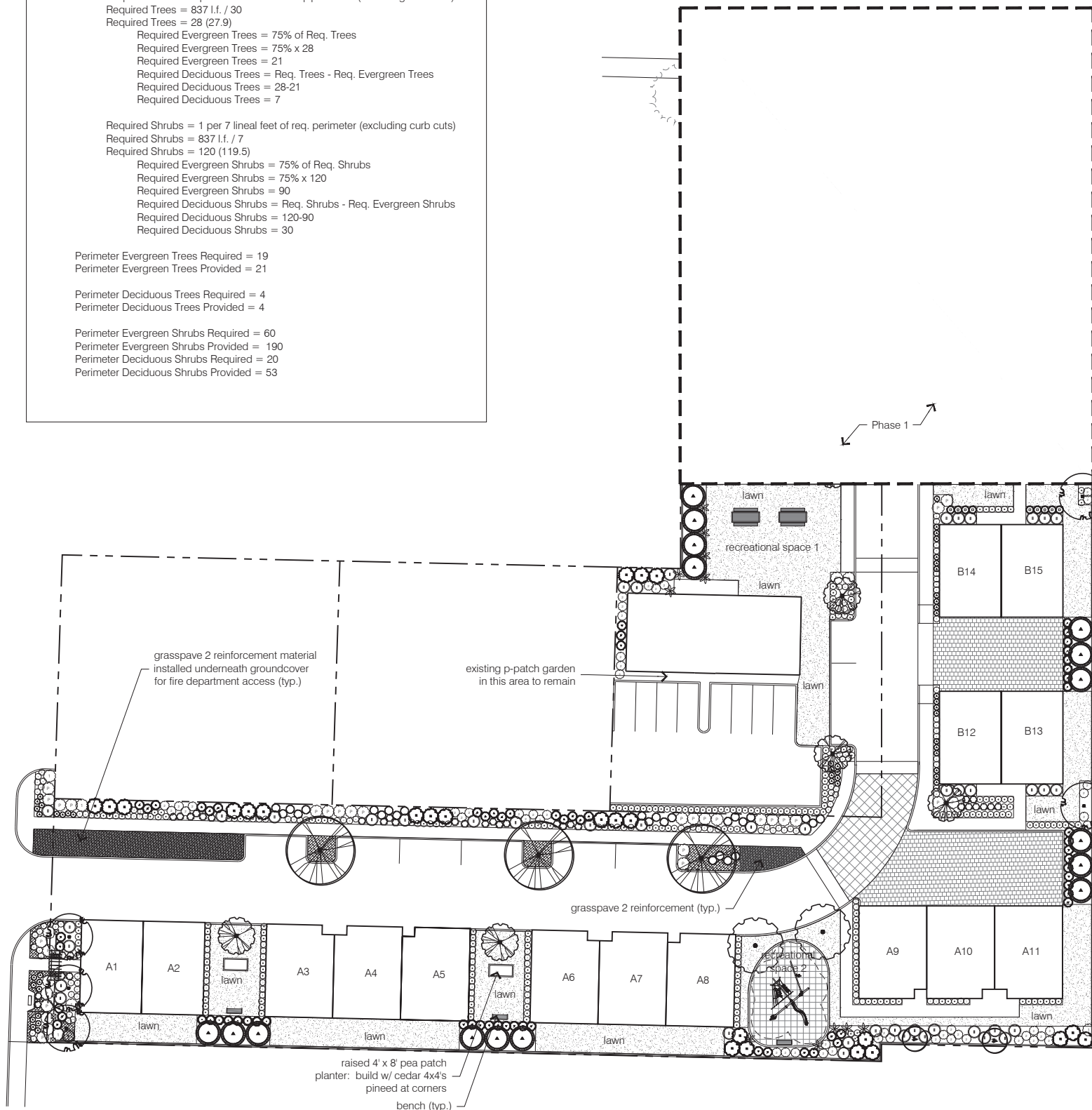
- Plant quantities listed on this sheet are total quantities for each species.
- Landscape Architect (L.A.) or Owner shall approve all plant material upon delivery.
- Contractor to layout all plant material and get approval from L.A. prior to planting anything in the ground.
- Plants shall meet the current American Standard for Nursery Stock and shall be healthy, vigorous and well-formed, with well-developed, fibrous root systems, free from dead branches or roots. Plants shall be free from damage caused by temperature extremes, lack of or excess moisture, insects, disease, and mechanical injury. Plants in leaf shall be well foliated and of good color. Plants shall be habituated to outdoor environmental conditions (hardened-off)
- Root balls of potted and balled and burlapped (B&B) plants must be loosened and pruned as necessary to ensure there are no encircling roots prior to planting. At least the top half of burlap and any wire straps are to be removed from B&B plants prior to planting. The plant should be completely vertical. The top of the root flare, where the roots and the trunk begins, should be about one inch from the surrounding soil

**Soils:**

- Incorporate 6" of 3-Way topsoil from Cedar Grove (or approved equal) tilled to a depth of 12" into all planting areas and mounded to account for settling.
- Incorporate 6" of 80/20 top dress topsoil from Cedar Grove (or approved equal) tilled to a depth of 12" into all lawn area and mound to account for settling.
- Install 2" top course of Cedar Grove Landscape Mulch (or approved equal) to all planting areas. Cedar Grove: (877) 764-5748

**Irrigation:**

- Contractor to modify existing irrigation system to provide head to head coverage for all planting and lawn areas. See Sheet L-2 for irrigation specifications.
- Irrigation water shall be applied with goals of avoiding runoff and over-spray onto adjacent property, non-irrigated areas, and impervious surfaces.
- Modified irrigation system to follow water conservation best management practices and include a rain sensor.



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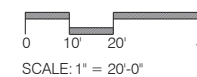


STATE OF WASHINGTON  
REGISTERED  
LANDSCAPE ARCHITECT  
*Chad S. Wichers*  
CHAD S. WICHERS  
CERTIFICATE NO. 931

project number: 20081020  
drawn: CSW  
checked: Studio 342


date	issue / revision
9.20.18	Permit Submittal
9.23.18	Revisions

**Phase 2  
Landscape  
Plan**









**CITY OF TUKWILA FILE NO. L14-0066**  
Approved by Tukwila City Council 2/22/16

City of Tukwila  
Department of Community Development  
6300 Southcenter Boulevard, Tukwila, WA 98188  
Telephone (206) 431-3670 FAX (206) 431-3665

**City of Tukwila**  
**Plat of Osterly Park Townhomes (PHASE ONE)**  
**Portion of the NW 1/4 of the NW 1/4 of Section 22, Township 23 North, Range 4 East, W.M., in King County, Washington**

**EXISTING LEGAL DESCRIPTIONS**

**TUKWILA APPROVALS**

**PUBLIC WORKS DIRECTOR'S CERTIFICATE**  
I HEREBY APPROVE THE SURVEY DATA, THE LAYOUT OF THE STREETS, ALLEYS AND OTHER RIGHTS-OF-WAY, DESIGN OF DRAINAGE SYSTEMS AND OTHER STRUCTURES.

I CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ONE OF THE FOLLOWING:  
A. ALL IMPROVEMENTS HAVE BEEN INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF TUKWILA MUNICIPAL CODE TITLE 17 AND WITH THE PRELIMINARY PLAT APPROVAL, AND THAT ORIGINAL AND REPRODUCIBLE MYLAR OR ELECTRONIC RECORDS IN A FORMAT APPROVED BY PUBLIC WORKS AND MEETING CURRENT PUBLIC WORKS DRAWING STANDARDS FOR ROAD, UTILITY AND DRAINAGE CONSTRUCTION PLANS CERTIFIED BY THE DESIGNING ENGINEER AS BEING 'AS CONSTRUCTED' HAVE BEEN SUBMITTED FOR CITY RECORDS.  
B. AN AGREEMENT AND BOND OR OTHER FINANCIAL SECURITY HAVE BEEN EXECUTED IN ACCORDANCE WITH SECTION 17.24.030 OF THIS TITLE SUFFICIENT TO ASSURE COMPLETION OF REQUIRED IMPROVEMENTS AND CONSTRUCTION PLANS.

EXAMINED AND APPROVED BY THE CITY OF TUKWILA DEPARTMENT OF PUBLIC WORKS  
THIS 17<sup>th</sup> DAY OF FEBRUARY, 2016.  
*Bob Johnson*  
DIRECTOR

**DIRECTOR OF COMMUNITY DEVELOPMENT**

Reviewed and approved by the DIRECTOR OF COMMUNITY DEVELOPMENT and hereby certified for filing  
this 17 day of February, 2016  
*Jeff Bass*  
DIRECTOR OF COMMUNITY DEVELOPMENT

**CITY OF TUKWILA TREASURER'S CERTIFICATE**  
I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS, AND THAT ALL SPECIAL ASSESSMENTS OF THE PROPERTY HEREIN CONTAINED DEDICATED FOR STREETS, ALLEYS OR FOR OTHER PUBLIC USE AND ARE PAID IN FULL ON THIS 17<sup>th</sup> DAY OF February, 2016.  
*Peggy McCarthy*  
FINANCE DIRECTOR

**MAYOR AND CLERK'S APPROVAL**  
EXAMINED AND APPROVED THIS 23<sup>rd</sup> DAY OF February, 2016  
*Alta E. Berg* Mayor      *Christy O'Flaherty* City Clerk

**KING COUNTY APPROVALS**

**KING COUNTY TREASURER'S CERTIFICATE**  
I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL THIS 8<sup>th</sup> DAY OF MARCH, 2016.

**KING COUNTY DEPARTMENT OF ASSESSMENTS**  
EXAMINED AND APPROVED THIS 25<sup>th</sup> DAY OF February, 2016.  
*John Wilson* King County Assessor      *Allen Johnson* Deputy King County Assessor  
ACCOUNT NUMBER 0040000088 and 0040000094

**DEDICATION**

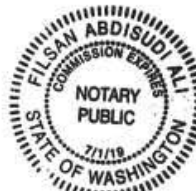
KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE, THE UNDERSIGNED OWNER(S) IN FEE SIMPLE OF THE LAND HEREIN DESCRIBED DO HEREBY MAKE A SUBDIVISION THEREOF PURSUANT TO RCW 58.17.16. THE UNDER SIGNED FURTHER DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF SAID SUBDIVISION AND THE SAME IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNER(S).  
KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED, OWNERS IN FEE SIMPLE AND LIEN HOLDERS OF THE LAND HEREBY PLATTED, DECLARE, DEDICATE ALL TRACTS AND EASEMENTS, TO THE PERSON(S) OR ENTITY(S) IDENTIFIED AND FOR THE PURPOSE STATED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED UNDER KING COUNTY RECORDING NUMBER \_\_\_\_\_.

IN WITNESS WE HAVE SET OUR HANDS AND SEALS THIS 2<sup>nd</sup> DAY OF FEB., 2016.  
*[Signature]*  
144TH ST. REO PARTNERS, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

**ACKNOWLEDGMENTS**

STATE OF WASHINGTON  
COUNTY OF King

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT FILED OVERBECK SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.



SIGNATURE OF [Signature]  
NOTARY PUBLIC  
PRINTED NAME Filsan Abdusudi Ali  
DATED 02-05-2016  
MY APPOINTMENT EXPIRES 7-1-19

**DAMAGE WAIVER**

PER TMC 17.04.060 THE FOLLOWING PERSONS OR CORPORATIONS HAVING AN INTEREST IN THE SUBDIVIDED LAND WAIVE BY THEM AND THEIR SUCCESSORS ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY ARISING FROM THE CONSTRUCTION AND MAINTENANCE OF PUBLIC FACILITIES AND PUBLIC PROPERTY WITHIN THE SUBDIVISION:  
144TH ST. REO PARTNERS, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

**RECORDER'S CERTIFICATE**

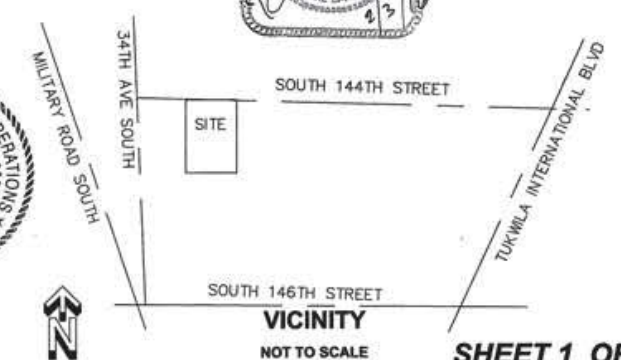
EXAMINED AND APPROVED THIS 25<sup>th</sup> DAY OF February, 2016.  
*Norm Alberg*  
KING COUNTY ASSESSOR

20160308000498  
144TH ST REO P PLAT 137-88  
PAGE 001 OF 004 VOL 272 PG 009  
03/02/2016 11:47  
KING COUNTY, WA  
Norm Alberg  
RDS

**LAND SURVEYOR'S CERTIFICATE**

I, Richard L. Schroeter, registered as a land surveyor by the State of Washington, certify that this plat is based on an actual survey of the land described herein, conducted by me or under my supervision; that the distances, courses and angles are shown thereon correctly; and that monuments other than those monuments approved for setting at a later date, have been set and lot corners staked on the ground as depicted on the plat.

*[Signature]*  
PROFESSIONAL LAND SURVEYOR      CERTIFICATE NO. 23604



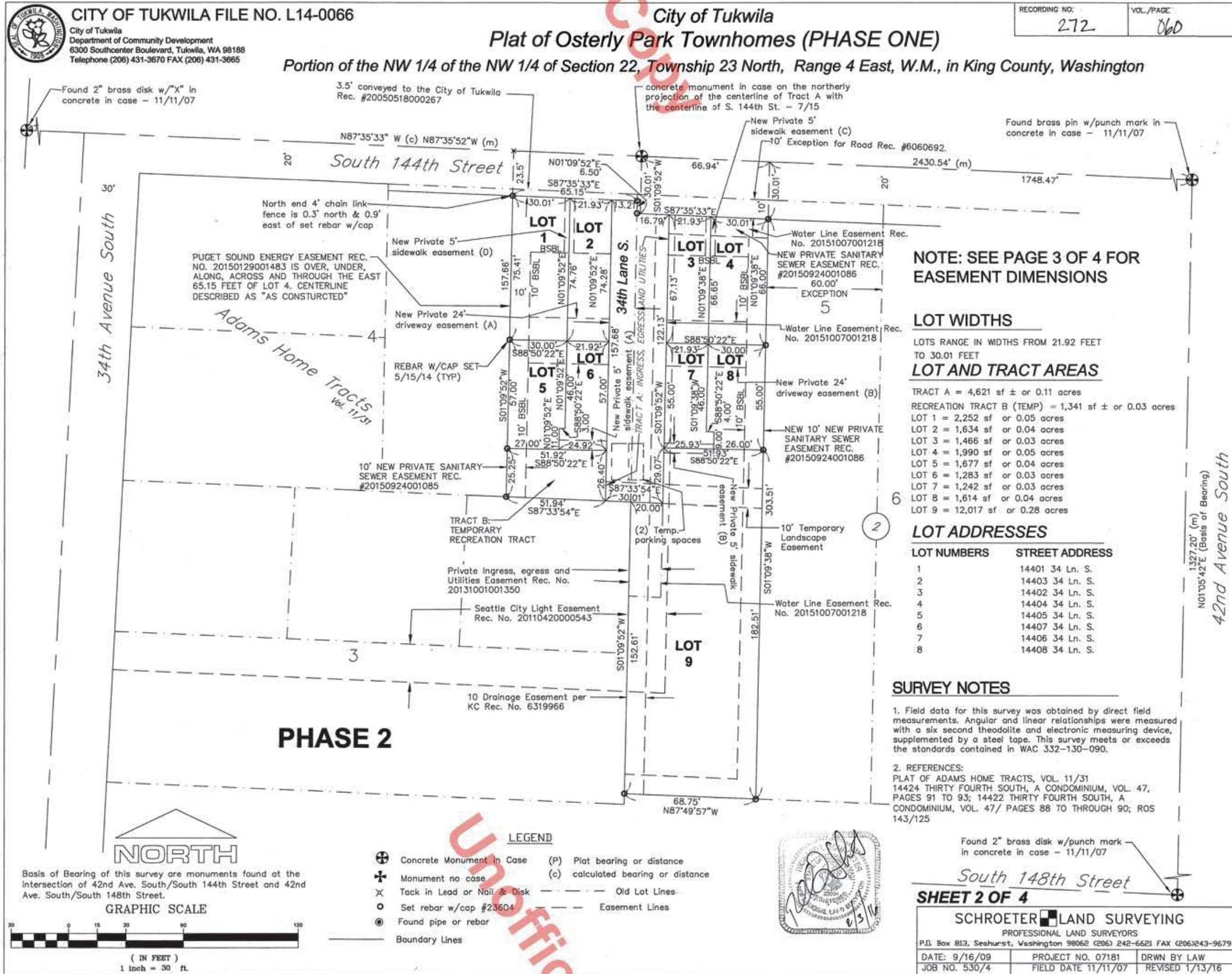
**VICINITY**  
NOT TO SCALE

**SCHROETER LAND SURVEYING**  
PROFESSIONAL LAND SURVEYORS  
P.O. Box 813, Seahurst, Washington 98062 (206) 242-6621 FAX (206) 243-9679

DATE: 9/16/09	PROJECT NO. 07181	DRWN BY LAW
JOB NO. 530/4	FIELD DATE 11/11/07	REVISED 1/13/16

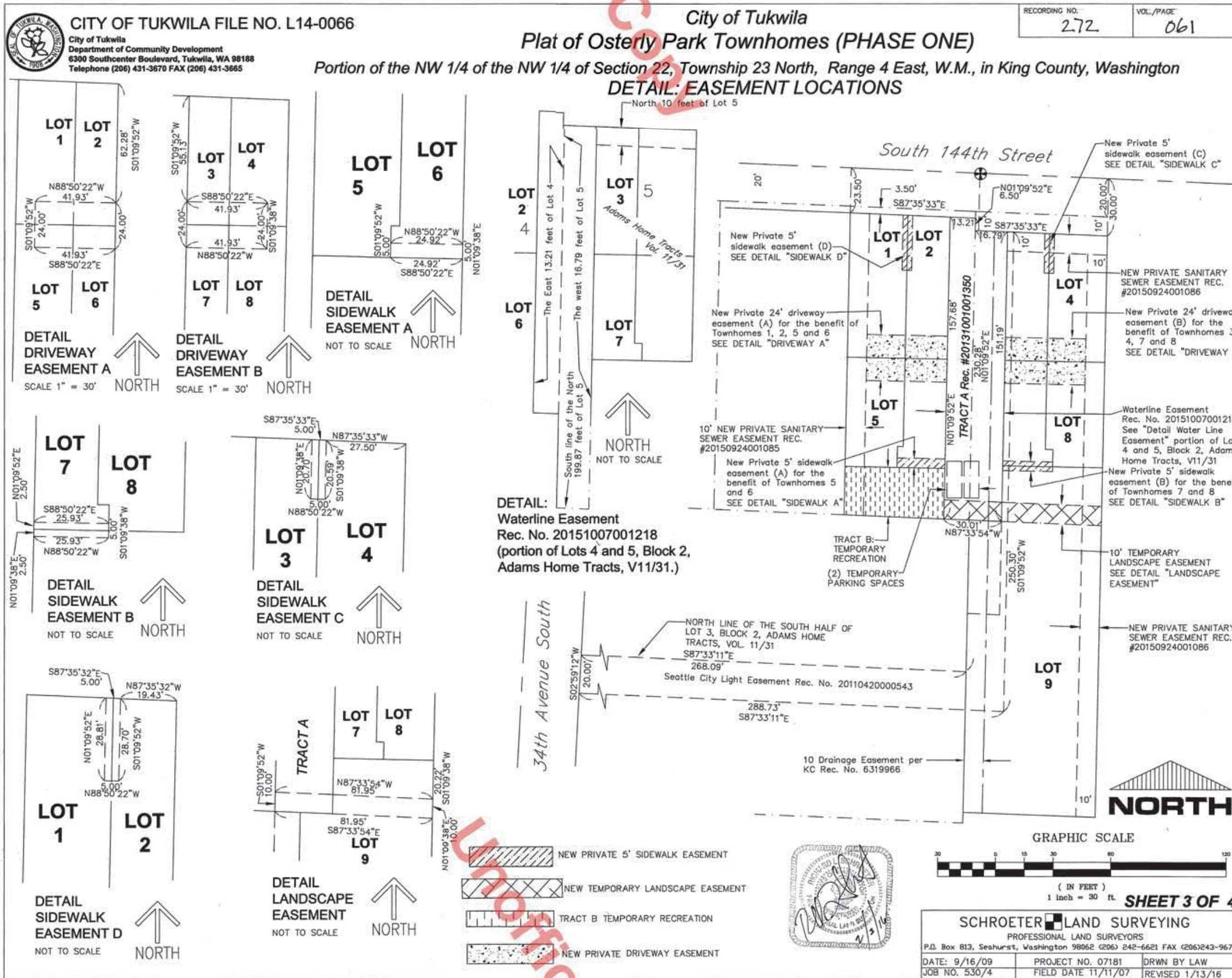












20160308000498  
 144TH ST BRD PLAT, VOL. 272 PG. 889  
 RECORDS OF KING COUNTY, WA







CITY OF TUKWILA FILE NO. L14-0066

City of Tukwila
Department of Community Development
6300 Southcenter Boulevard, Tukwila, WA 98188
Telephone (206) 431-3670 FAX (206) 431-3665

City of Tukwila

Plat of Osterly Park Townhomes (PHASE ONE)

Portion of the NW 1/4 of the NW 1/4 of Section 22, Township 23 North, Range 4 East, W.M., in King County, Washington

RECORDING NO. 272

VOL./PAGE 062

TRACT NOTES

TRACT A: INGRESS, EGRESS AND UTILITIES EASEMENT

TRACT A IS A PRIVATE JOINT USE INGRESS, EGRESS, AND UTILITIES TRACT FOR THE BENEFIT OF THE OWNERS OF LOTS 1 THROUGH 9 AND FUTURE PHASES OF THE OSTERLY PARK TOWNHOMES, AS APPROVED UNDER TUKWILA FILE NUMBERS L08-079 AND L12-0005. OWNERSHIP OF LOTS 1 THROUGH 9 OF THIS PLAT INCLUDES AN EQUAL AND UNDIVIDED RESPONSIBILITY FOR THE MAINTENANCE OF SAID TRACT AND ANY UNDERLYING UTILITIES. OWNERSHIP, OPERATION AND MAINTENANCE OF TRACT A SHALL BE THE OSTERLY PARK TOWNHOMES OWNERS ASSOCIATION. DETAILED MAINTENANCE RESPONSIBILITIES SHALL BE AS LISTED UNDER THE DECLARATION OF CONVENTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND AGREEMENTS FOR THE OSTERLY PARK TOWNHOMES UNDER KING COUNTY RECORDING NUMBER 20160308000499.

LEGAL DESCRIPTION FOR TRACT A, AN INGRESS, EGRESS AND UTILITIES EASEMENT: THAT PORTION OF THE EAST 65.15 FEET OF LOT 4, EXCEPTING THE NORTH 3.5 FEET THEREOF AND OF LOT 5, EXCEPTING THE EAST 60 FEET AND THE NORTH 10.00 FEET THEREOF ALL IN BLOCK 2, ADAMS HOME TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 31, IN KING COUNTY, WASHINGTON, ALSO BEING KNOWN AS A PORTION OF THE PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE) CITY OF TUKWILA FILE NO. L14-0066, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 3, PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE), ON THE SOUTHERLY MARGIN OF SOUTH 144TH STREET; THENCE SOUTH 01'09'52" WEST 151.20 FEET; THENCE NORTH 87'33'54" WEST 30.01 FEET; NORTH 01'09'52" EAST 157.68 FEET TO THE SOUTHERLY MARGIN OF SAID SOUTH 144TH STREET; THENCE SOUTH 87'35'32" EAST, ALONG SAID MARGIN, 13.21 FEET; THENCE SOUTH 01'09'52" WEST 6.50 FEET TO THE SOUTHERLY MARGIN OF SAID SOUTH 144TH STREET; THENCE SOUTH 87'35'33" EAST, ALONG SAID MARGIN, 16.79 FEET TO THE POINT OF BEGINNING; SUBJECT TO A TEMPORARY LANDSCAPE EASEMENT ACROSS THE SOUTH 10 FEET THEREOF; SUBJECT TO RIGHT TO MAKE NECESSARY CUTS AND FILLS UNDER KING COUNTY RECORDING NUMBER 6060692; SUBJECT TO A DRAINAGE PIPELINE UNDER KING COUNTY RECORDING NUMBER 6319966; SUBJECT TO AND TOGETHER WITH SEATTLE CITY LIGHT EASEMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 20110420000543; TOGETHER WITH AND SUBJECT TO A PUGET SOUND ENERGY EASEMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 20150129001483; SUBJECT TO AND TOGETHER WITH A PRIVATE INGRESS, EGRESS, STORM AND UTILITIES EASEMENT KC REC. NO. 20131001001350; TOGETHER WITH AND SUBJECT TO A WATERLINE EASEMENT KC REC. NO. 20151007001218;

TRACT B: TEMPORARY RECREATION TRACT

OWNERSHIP, OPERATION AND MAINTENANCE OF TRACT B SHALL BE THE OSTERLY PARK TOWNHOMES HOMEOWNERS ASSOCIATION; LEGAL DESCRIPTION FOR TRACT B, A TEMPORARY RECREATION TRACT: THAT PORTION OF THE EAST 65.15 FEET OF LOT 4, EXCEPTING THE NORTH 3.5 FEET THEREOF AND OF LOT 5, EXCEPTING THE EAST 60 FEET AND THE NORTH 10.00 FEET THEREOF ALL IN BLOCK 2, ADAMS HOME TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 31, IN KING COUNTY, WASHINGTON, ALSO BEING KNOWN AS A PORTION OF THE PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE) CITY OF TUKWILA FILE NO. L14-0066, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE); THENCE SOUTH 01'09'52" WEST, ALONG THE WEST LINE OF SAID PLAT, 25.25 FEET; THENCE SOUTH 87'33'54" EAST 51.94 FEET; THENCE NORTH 01'09'52" EAST 26.40 FEET; THENCE NORTH 88'50'22" WEST 51.92 FEET TO THE POINT OF BEGINNING. DETAILED MAINTENANCE RESPONSIBILITIES SHALL BE AS LISTED UNDER THE CONVENTS, CONDITIONS, AND RESTRICTIONS UNDER KING COUNTY RECORDING NUMBER

PROPERTY NOTES

- 1. THE UNIT LOTS ARE NOT SEPARATE BUILDABLE LOTS, AND ADDITIONAL DEVELOPMENT ON THE INDIVIDUAL UNIT LOTS MAY BE LIMITED AS A RESULT OF THE APPLICATION OF DEVELOPMENT TO THE PARENT LOT. DEVELOPMENT SHALL BE PER THE APPROVED DESIGN REVIEW RECEIVED FROM THE CITY OF TUKWILA UNDER FILE NUMBERS L08-076 AND L12-005.
2. THE FOLLOWING CONDITIONS OF PRELIMINARY APPROVAL SHALL BE DEFERRED TO BUILDING PERMIT FOR INDIVIDUAL UNITS:
A) CONSTRUCTION OF PERIMETER FENCE, RECREATION AREA, IRRIGATION, LIGHTING, LIGHTING FIXTURES, COLORED AND PATTERNED SHARED DRIVEWAY AREAS, RECREATION AREA LANDSCAPING (IRRIGATION AND EQUIPMENT) AND LANDSCAPING SHALL BE DEFERRED TO THE BUILDING PERMITS.
B) SCREENING OF THE INDIVIDUAL METERS, ELECTRICAL BOXES AND SIMILAR EQUIPMENT NECESSARY FOR PROJECT INFRASTRUCTURE SHALL BE REVIEWED AS PART OF THE BUILDING PERMIT FOR EACH UNIT.

DRIVEWAY EASEMENTS

A. PRIVATE 24 FOOT DRIVEWAY EASEMENT FOR THE BENEFIT OF TOWNHOMES ON 1, 2, 5 AND 6. FOR DETAILED MAINTENANCE RESPONSIBILITIES SEE THE CONVENTS, CONDITIONS, AND RESTRICTIONS UNDER KING COUNTY RECORDING NUMBER 20160308000499. LEGAL DESCRIPTION AS FOLLOWS: THAT PORTION OF LOTS 1, 2, 5 AND 6 OF THE PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE) CITY OF TUKWILA FILE NO. L14-0066, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 2, PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE), ON THE SOUTHERLY MARGIN OF SOUTH 144TH STREET; THENCE SOUTH 01'09'55" WEST, ALONG THE EAST LINE OF SAID LOT 2, 62.28 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88'50'22" WEST 41.93 FEET; THENCE SOUTH 01'09'52" WEST 24.00 FEET; THENCE SOUTH 88'50'22" EAST 41.93 FEET TO THE EAST LINE OF SAID LOTS 2 AND 6; THENCE NORTH 01'09'52" EAST, ALONG SAID EAST LINE, 24.00 FEET TO THE TRUE POINT OF BEGINNING.

B. PRIVATE 24 FOOT DRIVEWAY EASEMENT FOR THE BENEFIT OF TOWNHOMES ON 3, 4, 7 AND 8 FOR DETAILED MAINTENANCE RESPONSIBILITIES SEE THE CONVENTS, CONDITIONS, AND RESTRICTIONS UNDER KING COUNTY RECORDING NUMBER 20160308000499. LEGAL DESCRIPTION AS FOLLOWS: THAT PORTION OF LOTS 3, 4, 7 AND 8 OF THE PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE) CITY OF TUKWILA FILE NO. L14-0066, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 3, PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE), ON THE SOUTHERLY MARGIN OF SOUTH 144TH STREET; THENCE SOUTH 01'09'52" WEST, ALONG THE WEST LINE OF SAID LOT 3, 55.13 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 88'50'22" EAST 41.93 FEET; THENCE SOUTH 01'09'38" WEST 24.00 FEET; THENCE NORTH 88'50'22" WEST 41.93 FEET TO THE WEST LINE OF SAID LOTS 3 AND 7; THENCE NORTH 01'09'52" EAST, ALONG SAID WEST LINE, 24.00 FEET TO THE TRUE POINT OF BEGINNING.

TEMPORARY LANDSCAPE EASEMENT

TEMPORARY PRIVATE LANDSCAPE EASEMENT FOR THE BENEFIT OF THE PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE) CITY OF TUKWILA FILE NO. L14-0066. DETAILED MAINTENANCE RESPONSIBILITIES SEE THE CONVENTS, CONDITIONS, AND RESTRICTIONS UNDER KING COUNTY RECORDING NUMBER

LEGAL DESCRIPTION AS FOLLOWS: THAT PORTION OF LOT 9 AND TRACT A OF THE PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE) CITY OF TUKWILA FILE NO. L14-0066, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER CORNER OF LOT 9, PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE); THENCE SOUTH 01'09'38" WEST, ALONG THE EAST LINE OF SAID LOT, 20.22 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 87'33'54" WEST 81.95 FEET TO THE WEST LINE OF SAID TRACT A; THENCE SOUTH 01'09'52" WEST, ALONG SAID WEST LINE, 10.00 FEET; THENCE SOUTH 87'33'54" EAST 81.95 FEET TO THE EAST LINE OF SAID LOT; THENCE NORTH 01'09'38" EAST, ALONG SAID EAST LINE, 10.00 FEET TO THE TRUE POINT OF BEGINNING.

SIDEWALK EASEMENTS

A. PRIVATE 5 FOOT SIDEWALK EASEMENT FOR THE BENEFIT OF TOWNHOMES ON 5 AND 6. FOR DETAILED MAINTENANCE RESPONSIBILITIES SEE THE CONVENTS, CONDITIONS, AND RESTRICTIONS UNDER KING COUNTY RECORDING NUMBER 20160308000499. LEGAL DESCRIPTION AS FOLLOWS:

THAT PORTION OF LOT 6 OF THE PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE) CITY OF TUKWILA FILE NO. L14-0066, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 6, PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE); THENCE NORTH 01'09'38" EAST, ALONG THE EAST LINE OF SAID LOT 6, 5.00 FEET; THENCE NORTH 88'50'22" WEST 24.92 FEET TO THE EAST LINE OF LOT 5, OSTERLY PARK; THENCE SOUTH 01'09'52" WEST, ALONG THE EAST LINE OF SAID LOT 5, 5.00 FEET; THENCE SOUTH 88'50'22" EAST, ALONG THE SOUTH LINE OF SAID LOT 6, 24.92 FEET TO THE EAST LINE OF SAID LOT 6 AND THE POINT OF BEGINNING.

B. PRIVATE 5 FOOT SIDEWALK EASEMENT FOR THE BENEFIT OF TOWNHOMES ON 7 AND 8. FOR DETAILED MAINTENANCE RESPONSIBILITIES SEE THE CONVENTS, CONDITIONS, AND RESTRICTIONS UNDER KING COUNTY RECORDING NUMBER 20160308000499. LEGAL DESCRIPTION AS FOLLOWS:

THAT PORTION OF LOTS 7, 8 AND 9 OF THE PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE) CITY OF TUKWILA FILE NO. L14-0066, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 7, PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE); THENCE NORTH 01'09'52" EAST, ALONG THE WEST OF SAID LOT 7, 2.50 FEET; THENCE SOUTH 88'50'22" EAST 25.93 FEET TO THE WEST LINE OF LOT 8, OSTERLY PARK; THENCE SOUTH 01'09'38" WEST, ALONG THE EAST LINE OF SAID LOT 8 AND ITS PROJECTION SOUTHERLY, 5.00 FEET; THENCE NORTH 88'50'22" WEST 25.93 FEET TO THE EAST LINE OF SAID LOT 9; THENCE NORTH 01'09'52" EAST, ALONG SAID EAST LINE, 2.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7 AND THE POINT OF BEGINNING.

C. PRIVATE 5 FOOT SIDEWALK EASEMENT FOR THE BENEFIT OF TOWNHOMES ON 3 AND 4. FOR DETAILED MAINTENANCE RESPONSIBILITIES SEE THE CONVENTS, CONDITIONS, AND RESTRICTIONS UNDER KING COUNTY RECORDING NUMBER 20160308000499. LEGAL DESCRIPTION AS FOLLOWS:

THAT PORTION OF LOTS 3 AND 4 OF THE PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE) CITY OF TUKWILA FILE NO. L14-0066, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 4, PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE); THENCE NORTH 87'35'33" WEST, ALONG THE NORTH OF SAID LOT 4, 27.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 01'09'38" WEST 20.59 FEET; THENCE NORTH 88'50'22" WEST 5.00 FEET; THENCE NORTH 01'09'38" EAST 20.70 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 87'35'33" EAST, ALONG THE NORTH LINE OF SAID LOTS, 5.00 FEET TO THE TRUE POINT OF BEGINNING.

D. PRIVATE 5 FOOT SIDEWALK EASEMENT FOR THE BENEFIT OF TOWNHOMES ON 1 AND 2. FOR DETAILED MAINTENANCE RESPONSIBILITIES SEE THE CONVENTS, CONDITIONS, AND RESTRICTIONS UNDER KING COUNTY RECORDING NUMBER 20160308000499. LEGAL DESCRIPTION AS FOLLOWS:

THAT PORTION OF LOTS 1 AND 2 OF THE PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE) CITY OF TUKWILA FILE NO. L14-0066, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 2, PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE); THENCE NORTH 87'35'33" WEST, ALONG THE NORTH OF SAID LOT 1, 19.43 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 01'09'52" WEST 28.70 FEET; THENCE NORTH 88'50'22" WEST 5.00 FEET; THENCE NORTH 01'09'52" EAST 28.81 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 87'35'33" EAST, ALONG THE NORTH LINE OF SAID LOTS, 5.00 FEET TO THE TRUE POINT OF BEGINNING.

SHEET 4 OF 4



Table with 3 columns: DATE, PROJECT NO., DRWN BY LAW. Includes contact info for Schroeter Land Surveying and recording details.







LANDSCAPE CALCULATIONS:

Required Type I Landscaping (per TMC 18.52.030)

Total Lineal Feet of Property Line Perimeter = 857 l.f.  
Total Lineal Feet of Perimeter Curb Cuts = 20 l.f.  
Total Lineal Feet of Perimeter for Landscape Calculations = 857 - 20  
Total Lineal Feet of Perimeter for Landscape Calculations = 837

Required Trees = 1 per 30 lineal feet of req. perimeter (excluding curb cuts)  
Required Trees = 837 l.f. / 30  
Required Trees = 28 (27.9)  
Required Evergreen Trees = 75% of Req. Trees  
Required Evergreen Trees = 75% x 28  
Required Evergreen Trees = 21  
Required Deciduous Trees = Req. Trees - Req. Evergreen Trees  
Required Deciduous Trees = 28-21  
Required Deciduous Trees = 7

Required Shrubs = 1 per 7 lineal feet of req. perimeter (excluding curb cuts)  
Required Shrubs = 837 l.f. / 7  
Required Shrubs = 120 (119.5)  
Required Evergreen Shrubs = 75% of Req. Shrubs  
Required Evergreen Shrubs = 75% x 120  
Required Evergreen Shrubs = 90  
Required Deciduous Shrubs = Req. Shrubs - Req. Evergreen Shrubs  
Required Deciduous Shrubs = 120-90  
Required Deciduous Shrubs = 30

Perimeter Evergreen Trees Required = 19  
Perimeter Evergreen Trees Provided = 21

Perimeter Deciduous Trees Required = 4  
Perimeter Deciduous Trees Provided = 4

Perimeter Evergreen Shrubs Required = 60  
Perimeter Evergreen Shrubs Provided = 190  
Perimeter Deciduous Shrubs Required = 20  
Perimeter Deciduous Shrubs Provided = 53



Trees				
Quantity	Botanical Name	Common Name	Size	Notes
2	Acer circinatum	Vine Maple	6'-8' ht	multi-stem
5	Acer rubrum 'Bowhall'	Bowhall Maple	2'-3' cal.	
2	Cercidiphyllum japonicum	Katsura Tree	2'-3' cal.	
24	Chamaecyparis nootkatensis 'Green Arrow'	Green Arrow Alaska Cedar	6'-8' ht.	
3	Cornus 'Eddie's White Wonder'	Eddie's White Wonder Dogwood	2'-3' cal.	
16	Picea omorika	Serbian Spruce	6'-8' ht.	
5	Pyrus calleryana 'Autumn Blaze'	Autumn Blaze Flowering Pear	2'-3' cal.	matching

Shrubs				
Quantity	Botanical Name	Common Name	Size	Notes
48	Calamagrostis x acutifolia 'Karl Foerster'	Feather Reed Grass	1 gal.	
44	Hydrangea macrophylla 'Blue Wave'	Blue Wave Hydrangea	5 gal.	
229	Liriope muscari	Big Blue Lily Turf	1 gal.	
113	Nandina domestica 'Firepower'	Firepower Heavenly Bamboo	2 gal.	
50	Nandina domestica 'Plum Passion'	Plum Passion Heavenly Bamboo	5 gal.	
29	Nasella tenuissima	Mexican Feather Grass	1 gal.	
30	Pittosporum tobira 'Wheeler's Dwarf'	Wheeler's Dwarf Tobira	5 gal.	
9	Polystichum munifolium	Western Sword Fern	1 gal.	
54	Rhododendron 'Clipense'	Clipense Rhododendron	5 gal.	
16	Rhododendron 'Top Banana'	Top Banana Rhododendron	5 gal.	
9	Rhododendron 'Yaku Princess'	Yaku Princess Rhododendron	5 gal.	
4	Ribes sagnaium 'King Edward VII'	Red Flowering Currant	5 gal.	
33	Spiraea japonica 'Magic Carpet'	Magic Carpet Spirea	5 gal.	

Groundcovers				
Quantity	Botanical Name	Common Name	Size	Notes
504	Fragaria chiloensis	Beach Strawberry	4' pnts.	744 sf @ 18" o.c.
	turf grass			hydroseeded

Climbing Vines				
Quantity	Botanical Name	Common Name	Size	Notes
1	Clematis armandii	Evergreen Clematis	1 gal.	1 per wood arbor

GENERAL NOTES:

- Required perimeter planting shall meet the following size requirements per TMC 18.52.030:  
Deciduous trees shall be 2" caliper minimum  
Evergreen trees shall be 6' height minimum  
Shrubs shall be 18" height minimum
- All planting and lawn areas shall be served by an automatic irrigation system per TMC 1852.040.H. Irrigation plan shall be Design/Build by installing contractor and shall meet all applicable codes and Design/Build Irrigation Specifications found on Sheet L-2. Installing contractor shall provide the irrigation design to Landscape Architect for approval prior to construction.

PLANTING NOTES:

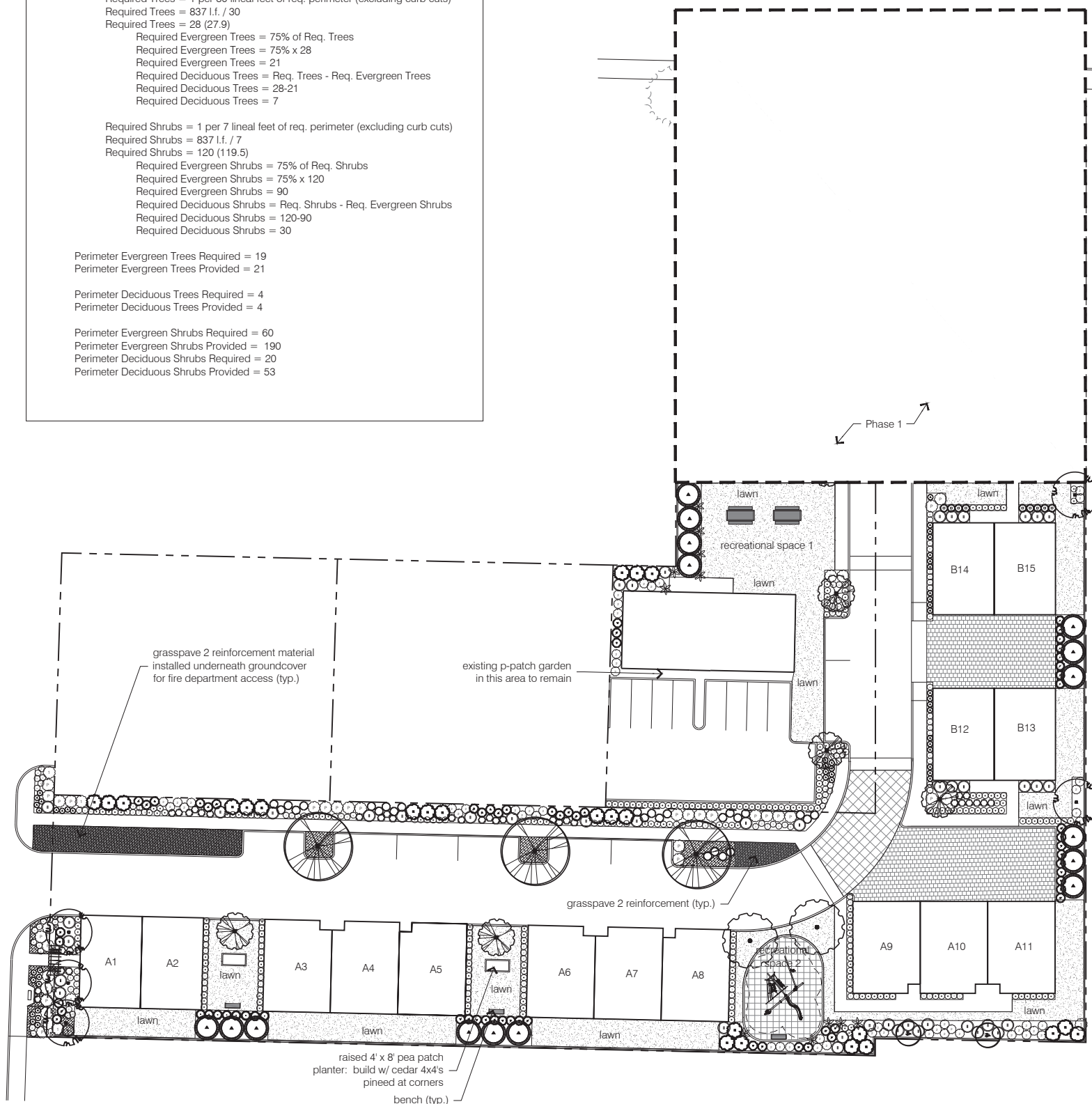
- Plant quantities listed on this sheet are total quantities for each species.
- Landscape Architect (L.A.) or Owner shall approve all plant material upon delivery.
- Contractor to layout all plant material and get approval from L.A. prior to planting anything in the ground.
- Plants shall meet the current American Standard for Nursery Stock and shall be healthy, vigorous and well-formed, with well-developed, fibrous root systems, free from dead branches or roots. Plants shall be free from damage caused by temperature extremes, lack of or excess moisture, insects, disease, and mechanical injury. Plants in leaf shall be well foliated and of good color. Plants shall be habituated to outdoor environmental conditions (hardened-off)
- Root balls of potted and balled and burlapped (B&B) plants must be loosened and pruned as necessary to ensure there are no encircling roots prior to planting. At least the top half of burlap and any wire straps are to be removed from B&B plants prior to planting. The plant should be completely vertical. The top of the root flare, where the roots and the trunk begins, should be about one inch from the surrounding soil

Soils:

- Incorporate 6" of 3-Way topsoil from Cedar Grove (or approved equal) tilled to a depth of 12" into all planting areas and mounded to account for settling.
- Incorporate 6" of 80/20 top dress topsoil from Cedar Grove (or approved equal) tilled to a depth of 12" into all lawn area and mound to account for settling.
- Install 2" top course of Cedar Grove Landscape Mulch (or approved equal) to all planting areas. Cedar Grove: (877) 764-5748

Irrigation:

- Contractor to modify existing irrigation system to provide head to head coverage for all planting and lawn areas. See Sheet L-2 for Irrigation specifications.
- Irrigation water shall be applied with goals of avoiding runoff and over-spray onto adjacent property, non-irrigated areas, and impervious surfaces.
- Modified irrigation system to follow water conservation best management practices and include a rain sensor.



grasspave 2 reinforcement material installed underneath groundcover for fire department access (typ.)

existing p-patch garden in this area to remain

grasspave 2 reinforcement (typ.)

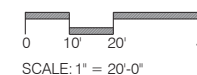
raised 4' x 8' pea patch planter: build w/ cedar 4x4's pined at corners bench (typ.)



project number: 20081020  
drawn: CSW  
checked: Studio 342

date	issue / revision
9.20.18	Permit Submittal
9.23.18	Revisions

Phase 2  
Landscape  
Plan





# OSTERLY PARK TOWNHOMES SITE LIGHTING & PHOTOMETRIC STUDY Phase II

## Luminaire Schedule

Symbol	Qty	Label	Lumens	LLF	Description	Filename	Lum. Watts	[MANUFAC]
○	9	A	N.A.	0.900	ALED5T78N D10, ALED5T78N	rab02350.ies	83	RAB LIGHTING INC.
□	18	B	N.A.	0.900	ALED52N WPLED52N (15 - DEGREE UPTILT - STANDARD CUTOFF)	fab02587mod5240.ies	58.2	RAB LIGHTING INC.
○	15	C	N.A.	0.900	IC922LEDG4-41K-1+239W-WH	IC922LEDG4-41K-1+239W-WH.IES	16	JUNO LIGHTING GROUP, LLC

## Statistics

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts_1	Illuminance	Fc	5.12	20.3	0.0	N.A.	N.A.
vehicle drive	Illuminance	Fc	6.78	20.3	1.7	3.99	11.94
Walkway-East	Illuminance	Fc	8.86	13.5	3.3	2.68	4.09
Walkway-NE Corner	Illuminance	Fc	4.57	6.8	0.5	9.14	13.60
Walkway-NE Corner_2	Illuminance	Fc	9.72	13.4	5.2	1.87	2.58
Walkway-South	Illuminance	Fc	3.79	13.2	0.0	N.A.	N.A.

**Photometric Calculations:**  
Horizontal Footcandles, at grade  
(measured at 4' horiz. and 4' vertical intervals)

Project:

**Osterly Park Townhomes**  
3429 S. 144th Street  
Tukwila WA 98168

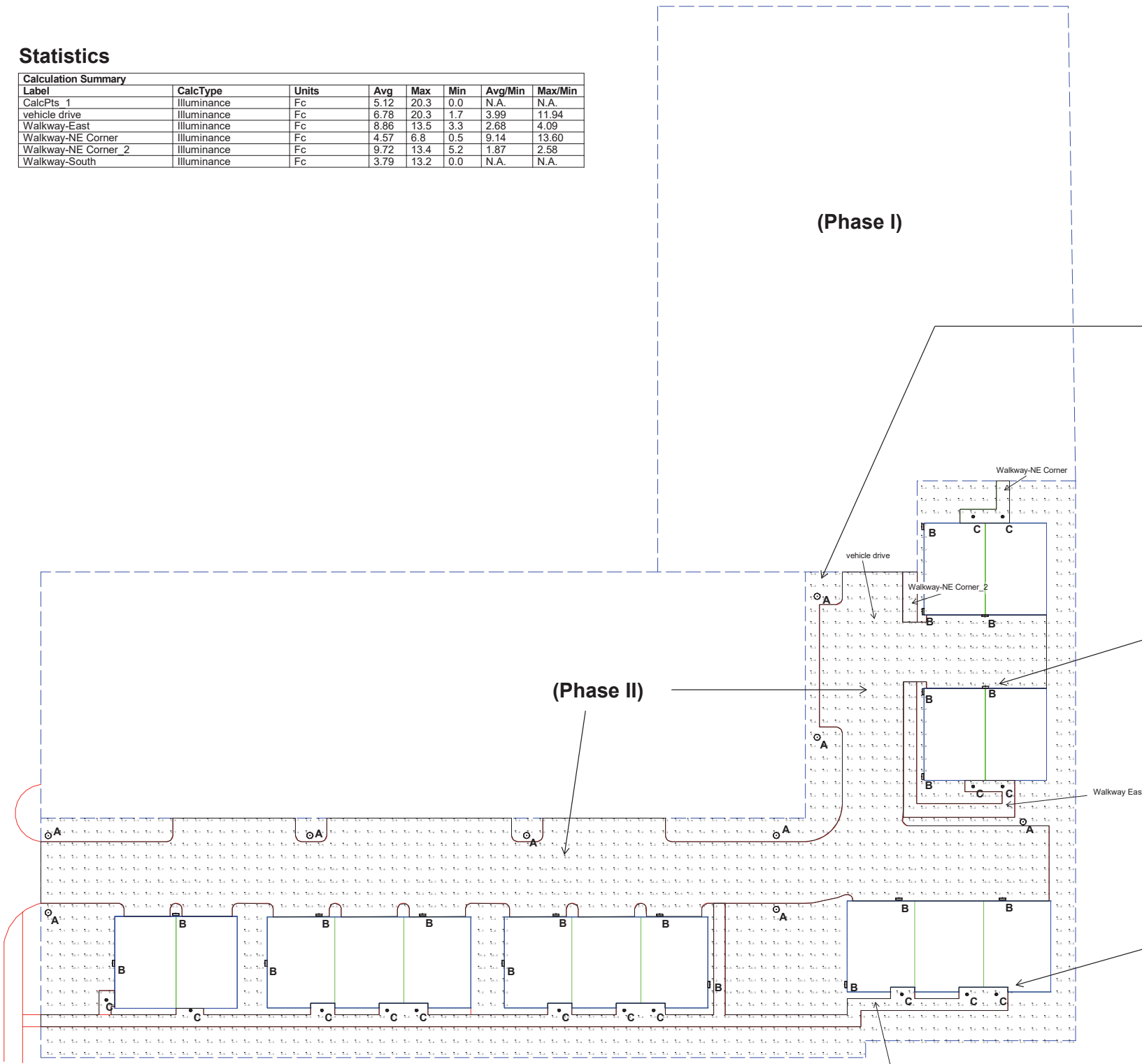
Client:

Mike Overbeck  
4620 S. 148th Street  
Tukwila WA 98168

Lighting & Photometric Calculations by:

David Butler, LC, MIES  
206-784-4821  
david.butler.lc@comcast.net

7/26/2018



**Plan View**  
Scale: 1" = 20'

Color: Bronze



**ALED5T78N**  
High output LED pole top area light with IES type V circular distribution. Wide and uniform 360 degree pattern ideal for large outdoor areas such as parking lots, corporate parks, and retail settings.

<b>LED Info</b>	<b>Driver Info</b>
Watts: 78W	Type: Constant Current
Color Temp: 4000K (Neutral)	120V: 0.74A
Color Accuracy: 82	208V: 0.47A
L70 Lifespan: 100000	240V: 0.41A
LM79 Lumens: 5874	277V: 0.35A
Efficacy: 66 LPW	Input Watts: 90W
	Efficiency: 87%

**Type A**  
(On Pole @ 11' AFG)



Color: Bronze



**WPLED52N**  
ALED Area Lights mount to 4" square steel poles at 15-20'. Available in regular, cutoff and full cutoff versions. 1 to 4 fixtures can be mounted to each pole. IES Full Cutoff, Fully Shielded optics. 5 year Warranty.

<b>LED Info</b>	<b>Driver Info</b>
Watts: 52W	Type: Constant Current
Color Temp: 4000K (Neutral)	120V: 0.51A
Color Accuracy: 82	208V: 0.33A
L70 Lifespan: 100000	240V: 0.29A
LM79 Lumens: 4584	277V: 0.24A
Efficacy: 76 LPW	Input Watts: 60W
	Efficiency: 87%

**Type B**  
(On Wall @ 12' AFG)




**Juno** G1.5.52

Project: \_\_\_\_\_  
Fixture Type: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact/Phone: \_\_\_\_\_

**6" IC 900 LUMEN LED DOWNLIGHT NEW CONSTRUCTION**  
IC22LED G4 09LM 40K 90CRI 120FRPC 239WH  
**LENSED TRIMS**

**PRODUCT DESCRIPTION**  
Dedicated LED, Air-Loc® sealed new construction housing with integral light engine • Shallow housing allows for 8 in 2 x 8 construction • Can be completely covered with insulation • Fully sealed housing stops infiltration and exfiltration of air, reducing heating and air cooling costs without the use of additional gaskets • LED housing is designed to provide 50,000 hours of life and is compatible with many standard Juno trims • 5 year limited warranty on LED components.



**Type C** (Recessed @ 8' AFG)







City of Tukwila  
Department of Community Development  
6300 Southcenter Boulevard, Tukwila, WA 98188  
Telephone (206) 431-3670 FAX (206) 431-3665

**Plat of Osterly Park Townhomes (PHASE TWO)**

Portion of the NW 1/4 of the NW 1/4 of Section 22, Township 23 North, Range 4 East, W.M., in King County, Washington

RECORDING NO.

VOL./PAGE

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE, THE UNDERSIGNED OWNER(S) IN FEE SIMPLE OF THE LAND HEREIN DESCRIBED DO HEREBY MAKE A SUBDIVISION THEREOF PURSUANT TO RCW 58.17.16. THE UNDER SIGNED FURTHER DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF SAID SUBDIVISION AND THE SAME IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNER(S).  
KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED, OWNERS IN FEE SIMPLE AND LIEN HOLDERS OF THE LAND HEREBY PLATTED, DECLARE, DEDICATE ALL TRACTS AND EASEMENTS, TO THE PERSON(S) OR ENTITY(S) IDENTIFIED AND FOR THE PURPOSE STATED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED UNDER KING COUNTY RECORDING NUMBER \_\_\_\_\_.

IN WITNESS WE HAVE SET OUR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
MIKE OVERBECK

\_\_\_\_\_  
MENGSTAB TZEGAI

\_\_\_\_\_  
144TH ST. REO PARTNERS, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

ACKNOWLEDGMENTS

STATE OF WASHINGTON  
COUNTY OF \_\_\_\_\_

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

SIGNATURE OF \_\_\_\_\_  
NOTARY PUBLIC \_\_\_\_\_  
PRINTED NAME \_\_\_\_\_  
DATED \_\_\_\_\_  
MY APPOINTMENT EXPIRES \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF WASHINGTON  
COUNTY OF \_\_\_\_\_

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

SIGNATURE OF \_\_\_\_\_  
NOTARY PUBLIC \_\_\_\_\_  
PRINTED NAME \_\_\_\_\_  
DATED \_\_\_\_\_  
MY APPOINTMENT EXPIRES \_\_\_\_\_

DAMAGE WAIVER

PER TMC 17.04.060 THE FOLLOWING PERSONS OR CORPORATIONS HAVING AN INTEREST IN THE SUBDIVIDED LAND WAIVE BY THEM AND THEIR SUCCESSORS ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY ARISING FROM THE CONSTRUCTION AND MAINTENANCE OF PUBLIC FACILITIES AND PUBLIC PROPERTY WITHIN THE SUBDIVISION:

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF \_\_\_\_\_  
AT THE REQUEST OF \_\_\_\_\_

\_\_\_\_\_  
AUDITOR

SURVEYOR'S CERTIFICATE

This MAP correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of \_\_\_\_\_

\_\_\_\_\_ in \_\_\_\_\_  
Certificate No. \_\_\_\_\_

EXISTING LEGAL DESCRIPTIONS

(REFERNECE: NEXTITLE ORDER NO. NXWA-0288250, DATED MARCH 12, 2018 AT 8:00 AM)

PARCEL A: TAX LOT 0040000083

THE SOUTH HALF OF LOT 3, BLOCK 2, ADAM'S HOME TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 31, RECORDS OF KING COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

PARCEL B: TAX LOT 6391110005

UNITS 1, 2, 3, AND 4, 14424 THIRTY FOURTH SOUTH CONDOMINIUM, A CONDOMINIUM, AND USE OF LIMITED COMMON ELEMENTS, IF ANY, RECORDED IN VOLUME 47 OF CONDOMINIUMS, PAGES 61 THROUGH 93, INCLUSIVE, ACCORDING TO THE DECLARATION THEREOF, RECORDED UNDER RECORDING NO.: 8010200753, AND ANY AMENDMENTS THERETO, RECORDS OF KING COUNTY, STATE OF WASHINGTON.

PARCEL C: TAX LOT 5433600090

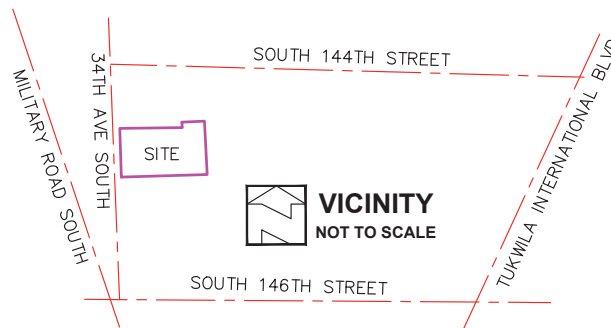
LOT 9 OF OSTERLY PARK TOWNHOMES (PHASE ONE), AS PER THE PLAT RECORDED IN VOLUME 272 OF PLATS, PAGE 59 THROUGH 62, RECORDS OF KING COUNTY AUDITOR; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

ACKNOWLEDGMENTS

STATE OF WASHINGTON  
COUNTY OF \_\_\_\_\_

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

SIGNATURE OF \_\_\_\_\_  
NOTARY PUBLIC \_\_\_\_\_  
PRINTED NAME \_\_\_\_\_  
DATED \_\_\_\_\_  
MY APPOINTMENT EXPIRES \_\_\_\_\_



PRELIMINARY

TUKWILA APPROVALS

PUBLIC WORKS DIRECTOR'S CERTIFICATE

I HEREBY APPROVE THE SURVEY DATA, THE LAYOUT OF THE STREETS, ALLEYS AND OTHER RIGHTS-OF-WAY, DESIGN OF DRAINAGE SYSTEMS AND OTHER STRUCTURES.

I CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ONE OF THE FOLLOWING;  
A. ALL IMPROVEMENTS HAVE BEEN INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF TUKWILA MUNICIPAL CODE TITLE 17 AND WITH THE PRELIMINARY PLAT APPROVAL, AND THAT ORIGINAL AND REPRODUCIBLE MYLAR OR ELECTRONIC RECORDS IN A FORMAT APPROVED BY PUBLIC WORKS AND MEETING CURRENT PUBLIC WORKS DRAWING STANDARDS FOR ROAD, UTILITY AND DRAINAGE CONSTRUCTION PLANS CERTIFIED BY THE DESIGNING ENGINEER AS BEING "AS CONSTRUCTED" HAVE BEEN SUBMITTED FOR CITY RECORDS.

B. AN AGREEMENT AND BOND OR OTHER FINANCIAL SECURITY HAVE BEEN EXECUTED IN ACCORDANCE WITH SECTION 17.24.030 OF THIS TITLE SUFFICIENT TO ASSURE COMPLETION OF REQUIRED IMPROVEMENTS AND CONSTRUCTION PLANS.

EXAMINED AND APPROVED BY THE CITY OF TUKWILA DEPARTMENT OF PUBLIC WORKS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
DIRECTOR

DIRECTOR OF COMMUNITY DEVELOPMENT

Reviewed and approved by the DIRECTOR OF COMMUNITY DEVELOPMENT and hereby certified for filing

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
DIRECTOR OF COMMUNITY DEVELOPMENT

CITY OF TUKWILA TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS, AND THAT ALL SPECIAL ASSESSMENTS OF THE PROPERTY HEREIN CONTAINED DEDICATED FOR STREETS, ALLEYS OR FOR OTHER PUBLIC USE AND ARE PAID IN FULL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
FINANCE DIRECTOR

MAYOR AND CLERK'S APPROVAL

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

KING COUNTY APPROVALS

KING COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 .

\_\_\_\_\_  
KING COUNTY ASSESSOR

\_\_\_\_\_  
DEPUTY KING COUNTY ASSESSOR

ACCOUNT NUMBER 0040000083, 0040000087, 6391100005 and 6391110005

**SHEET 1 OF 4**

**SCHROETER LAND SURVEYING**

PROFESSIONAL LAND SURVEYORS  
P.O. Box 813, Seahurst, Washington 98062 (206) 242-6621

DATE: 5/16/18  
JOB NO. 530/4

PROJECT NO. 18008  
FIELD DATE 11/11/07

DRWN BY LAW  
REVISED







**Plat of Osterly Park Townhomes (PHASE TWO)**

Portion of the NW 1/4 of the NW 1/4 of Section 22, Township 23 North, Range 4 East, W.M., in King County, Washington

**TRACT B: INGRESS, EGRESS AND UTILITIES EASEMENT**

TRACT B IS A PRIVATE JOINT USE INGRESS, EGRESS, AND UTILITIES TRACT FOR THE BENEFIT OF THE OWNERS OF LOTS 1 THROUGH 8, OSTERLY PARK TOWNHOMES PHASE ONE, RECORDED UNDER RECORDING NUMBER 20160308000498, RECORDS OF KING COUNTY, WASHINGTON AND LOTS 9 THROUGH 23 OF OSTERLY PARK TOWNHOMES, PHASE TWO, APPROVED UNDER TUKWILA FILE NUMBERS \_\_\_\_\_.

OWNERSHIP OF LOTS WITHIN OSTERLY PARK TOWNHOMES (PHASE ONE) AND OSTERLY PARK TOWNHOMES (PHASE 2) OF THESE PLATS INCLUDES AN EQUAL AND UNDIVIDED RESPONSIBILITY FOR THE MAINTENANCE OF SAID TRACT AND ANY UNDERLYING UTILITIES. OWNERSHIP, OPERATION AND MAINTENANCE OF TRACT A SHALL BE THE OSTERLY PARK TOWNHOMES OWNERS ASSOCIATION. DETAILED MAINTENANCE RESPONSIBILITIES SHALL BE AS LISTED UNDER THE DECLARATION OF CONVENTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND AGREEMENTS FOR THE OSTERLY PARK TOWNHOMES UNDER KING COUNTY RECORDING NUMBER \_\_\_\_\_.

LEGAL DESCRIPTION FOR TRACT B, AN INGRESS, EGRESS AND UTILITIES EASEMENT: THAT PORTION LOT 9, OSTERLY PARK TOWNHOMES, PHASE ONE, RECORDED UNDER RECORDING NUMBER 20160308000498, RECORDS OF KING COUNTY, WASHINGTON AND THE SOUTH HALF OF LOT 3, BLOCK 2, ADAM'S HOME TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 31, RECORDS OF KING COUNTY, WASHINGTON, SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT A, A PRIVATE JOINT USE INGRESS, EGRESS, AND UTILITIES TRACT A PER THE PLAT OSTERLY PARK TOWNHOMES, PHASE ONE, RECORDED UNDER RECORDING NUMBER 20160308000498, RECORDED OF KING COUNTY, WASHINGTON;  
THENCE SOUTH 87°33'54" EAST, ALONG THE SOUTH LINE OF SAID TRACT A, 13.22 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 87°33'54" EAST, ALONG THE SOUTH LINE OF SAID TRACT A, 16.78 FEET;  
THENCE SOUTH 01°09'52" WEST 77.27 FEET TO A POINT OF CURVATURE;  
THENCE ON A CURVE TO THE RIGHT IN A SOUTHWESTERLY DIRECTION WITH A RADIUS OF 40.00 FEET AN ARC OF 63.74 FEET;  
THENCE NORTH 87°32'24" WEST 245.20 FEET TO THE EAST MARGIN OF 34TH AVE SOUTH;  
THENCE NORTH 02°59'12" EAST, ALONG SAID MARGIN, 39.02 FEET;  
THENCE SOUTH 87°33'11" EAST 268.09 FEET;  
THENCE NORTH 01°09'52" EAST 79.09 FEET TO THE SOUTH LINE OF SAID TRACT A, OSTERLY PARK TOWNHOMES (PHASE ONE) AND THE TRUE POINT OF BEGINNING;

SUBJECT TO AND TOGETHER WITH SEATTLE CITY LIGHT EASEMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 20110420000543;

SUBJECT TO A DRAINAGE PIPELINE UNDER KING COUNTY RECORDING NUMBER 6319966;

SUBJECT TO RIGHT TO MAKE NECESSARY CUTS AND FILLS UNDER KING COUNTY RECORDING NUMBER 6060692;

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR SEWER LINE RECORDED UNDER KING COUNTY RECORDING NO. 6591979.

SUBJECT TO AND TOGETHER WITH SEATTLE CITY LIGHT EASEMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 20110420000543;

TOGETHER WITH AND SUBJECT TO A PUGET SOUND ENERGY EASEMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 20150129001483;

SUBJECT TO AND TOGETHER WITH A PRIVATE INGRESS, EGRESS, STORM AND UTILITIES EASEMENT KC REC. NO. 20131001001350;

TOGETHER WITH AND SUBJECT TO A WATERLINE EASEMENT KC REC. NO. 20151007001218;

PROVISIONS SET FORTH ON THE SURVEY MAP AND PLANS AND AMENDMENTS THERETO, RECORDED UNDER RECORDING NO. 8010200750.

PROVISIONS SET FORTH ON THE SURVEY MAP AND PLANS AND AMENDMENTS THERETO, RECORDED UNDER RECORDING NO. 8010200752.

**EASEMENT FOR INGRESS, EGRESS AND UTILITIES:**

THAT PORTION OF UNITS 1, 2, 3, AND 4, 14424 THIRTY FOURTH SOUTH CONDOMINIUM, A CONDOMINIUM, AND USE OF LIMITED COMMON ELEMENTS, IF ANY, RECORDED IN VOLUME 47 OF CONDOMINIUMS, PAGES 61 THROUGH 93, INCLUSIVE, ACCORDING TO THE DECLARATION THEREOF, RECORDED UNDER RECORDING NO. 8010200753, AND ANY AMENDMENTS THERETO, RECORDS OF KING COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT A, A PRIVATE JOINT USE INGRESS, EGRESS, AND UTILITIES TRACT A PER THE PLAT OSTERLY PARK TOWNHOMES, PHASE ONE, RECORDED UNDER RECORDING NUMBER 20160308000498, RECORDED OF KING COUNTY, WASHINGTON, BEING ON THE NORTH LINE OF 14424 THIRTY FOURTH SOUTH CONDOMINIUM; THENCE SOUTH 87°33'54" EAST, ALONG SAID NORTH LINE, 13.22 FEET; THENCE SOUTH 01°09'52" WEST 79.09 FEET; THENCE NORTH 87°33'11" WEST 15.00 FEET; THENCE NORTH 01°09'52" EAST 22.85 FEET; THENCE SOUTH 88°50'08" EAST 7.00 FEET; THENCE NORTH 01°09'52" EAST 46.20 FEET; THENCE NORTH 88°50'00" WEST 5.21 FEET; THENCE NORTH 01°05'16" EAST 10.00 FEET TO THE BOUNT OF BEGINNING.

**TRACT A: INGRESS, EGRESS AND UTILITIES EASEMENT**

TRACT A: INGRESS, EGRESS AND UTILITIES EASEMENT  
TRACT A IS A PRIVATE JOINT USE INGRESS, EGRESS, AND UTILITIES TRACT FOR THE BENEFIT OF THE OWNERS OF LOTS 1 THROUGH 9 AND FUTURE PHASES OF THE OSTERLY PARK TOWNHOMES, AS APPROVED UNDER TUKWILA FILE NUMBERS L08-079 AND L12-0005. OWNERSHIP OF LOTS 1 THROUGH 9 OF THIS PLAT INCLUDES AN EQUAL AND UNDIVIDED RESPONSIBILITY FOR THE MAINTENANCE OF SAID TRACT AND ANY UNDERLYING UTILITIES. OWNERSHIP, OPERATION AND MAINTENANCE OF TRACT A SHALL BE THE OSTERLY PARK TOWNHOMES OWNERS ASSOCIATION. DETAILED MAINTENANCE RESPONSIBILITIES SHALL BE AS LISTED UNDER THE DECLARATION OF CONVENTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND AGREEMENTS FOR THE OSTERLY PARK TOWNHOMES UNDER KING COUNTY RECORDING NUMBER 20160308000498.

**DRIVEWAY EASEMENTS**

A. PRIVATE 24 FOOT DRIVEWAY EASEMENT FOR THE BENEFIT OF TOWNHOMES ON 13, 14 AND 15. FOR DETAILED MAINTENANCE RESPONSIBILITIES SEE THE CONVENTS, CONDITIONS, AND RESTRICTIONS UNDER KING COUNTY RECORDING NUMBER \_\_\_\_\_.

LEGAL DESCRIPTION AS FOLLOWS:

THAT PORTION OF LOTS 13, 14 AND 15 OF THE PLAT OF OSTERLY PARK TOWNHOMES (PHASE TWO) CITY OF TUKWILA FILE NO. L-, DESCRIBED AS FOLLOWS;  
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 13, PLAT OF OSTERLY PARK TOWNHOMES (PHASE TWO);  
THENCE NORTH 88°50'22" WEST, ALONG THE NORTH LINE OF SAID LOT 13, 10.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING NORTH 88°50'22" WEST 42.42 FEET TO A POINT ON A CURVE WHICH BEARS SOUTH 79°57'05" EAST 40.00 FEET FROM THE CENTER POINT OF SAID CURVE;  
THENCE ALONG THE ARC OF SAID CURVE IN A SOUTHWESTERLY DIRECTION WITH A RADIUS OF 40.00 FEET AND AN ARC OF 27.99 FEET; THENCE SOUTH 88°50'22" EAST 55.69 FEET;  
THENCE NORTH 01°09'38" EAST 24.00 FEET TO THE TRUE POINT OF BEGINNING.

B. PRIVATE 24 FOOT DRIVEWAY EASEMENT FOR THE BENEFIT OF TOWNHOMES ON 9, 10, 11 AND 12. FOR DETAILED MAINTENANCE RESPONSIBILITIES SEE THE CONVENTS, CONDITIONS, AND RESTRICTIONS UNDER KING COUNTY RECORDING NUMBER \_\_\_\_\_.

LEGAL DESCRIPTION AS FOLLOWS:

THAT PORTION OF LOTS 9, 10, 11 AND 12 OF THE PLAT OF OSTERLY PARK TOWNHOMES (PHASE TWO) CITY OF TUKWILA FILE NO. L-, DESCRIBED AS FOLLOWS;  
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 9, PLAT OF OSTERLY PARK TOWNHOMES (PHASE TWO);  
THENCE NORTH 01°09'52" EAST, ALONG THE WEST LINE OF SAID LOT 14, 12.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 88°50'22" EAST 41.93 FEET;  
THENCE SOUTH 01°09'35" WEST 24.00 FEET;  
THENCE NORTH 88°50'22" WEST 41.94 FEET TO THE WEST LINE OF SAID LOT 11;  
THENCE NORTH 01°09'52" EAST 24.00 FEET TO THE TRUE POINT OF BEGINNING

**TRACT C: RECREATION TRACT**

OWNERSHIP, OPERATION AND MAINTENANCE OF TRACT C SHALL BE THE OSTERLY PARK TOWNHOMES HOMEOWNERS ASSOCIATION;  
LEGAL DESCRIPTION FOR TRACT B, A RECREATION TRACT:  
THAT PORTION OF THE LOT 3, BLOCK 2, ADAM'S HOME TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 31, RECORDS OF KING COUNTY, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 87°32'19" WEST, ALONG THE SOUTH LINE THEREOF, 12.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 87°32'19" WEST, ALONG THE SOUTH LINE THEREOF, 40.00 FEET; THENCE NORTH 02°59'11" EAST 40.01 FEET; THENCE SOUTH 87°32'24" EAST 27.20 FEET TO A POINT OF CURVATURE; THENCE ON A CURVE TO THE LEFT IN A NORTHERLY DIRECTION WITH A RADIUS OF 40.00 FEET AN ARC OF 11.65 FEET; THENCE SOUTH 01°09'38" WEST 41.70 FEET TO THE TRUE POINT OF BEGINNING.

**SIDEWALK EASEMENTS**

A. PRIVATE 4 FOOT SIDEWALK EASEMENT FOR THE BENEFIT OF TOWNHOMES 13, 14 AND 15. FOR DETAILED MAINTENANCE RESPONSIBILITIES SEE THE CONVENTS, CONDITIONS, AND RESTRICTIONS UNDER KING COUNTY RECORDING NUMBER \_\_\_\_\_.

THAT PORTION OF LOTS 14 AND 15 AND TRACT C OF THE PLAT OF OSTERLY PARK TOWNHOMES (PHASE TWO) CITY OF TUKWILA FILE NO. L-, DESCRIBED AS FOLLOWS;  
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 15; THENCE NORTH 01°09'38" EAST, ALONG THE WEST LINE OF SAID LOT 15, 15.52 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 87°49'57" EAST 49.33 FEET; THENCE NORTH 01°09'38" EAST 4.00 FEET; THENCE NORTH 87°49'57" WEST 49.33 FEET TO THE WEST LINE OF SAID LOT 15; THENCE NORTH 01°09'38" EAST, ALONG SAID WEST LINE, 22.18 FEET TO A POINT ON A CURVE WHICH BEARS SOUTH 14°13'56" EAST 40.00 FEET FROM THE CENTER POINT OF CURVE;  
THENCE ON A CURVE IN THE SOUTHWESTERLY DIRECTION WITH A RADIUS OF 40.00 FEET AND ARC OF 4.10 FEET;  
THENCE SOUTH 01°09'38" WEST 25.23 FEET; THENCE SOUTH 87°49'57" EAST 4.00 FEET TO THE TRUE POINT OF BEGINNING.

B. PRIVATE 6 FOOT SIDEWALK EASEMENT FOR THE BENEFIT OF TOWNHOMES 11 AND 12. FOR DETAILED MAINTENANCE RESPONSIBILITIES SEE THE CONVENTS, CONDITIONS, AND RESTRICTIONS UNDER KING COUNTY RECORDING NUMBER \_\_\_\_\_.

LEGAL DESCRIPTION AS FOLLOWS:  
THE SOUTH 6.00 FEET OF LOT 11 OF THE PLAT OF OSTERLY PARK TOWNHOMES (PHASE TWO) CITY OF TUKWILA FILE NO. L-\_\_\_\_\_.

**PROPERTY NOTES**

1. THE UNIT LOTS ARE NOT SEPARATE BUILD ABLE LOTS, AND ADDITIONAL DEVELOPMENT ON THE INDIVIDUAL UNIT LOTS MAY BE LIMITED AS A RESULT OF THE APPLICATION OF DEVELOPMENT TO THE PARENT LOT. DEVELOPMENT SHALL BE PER THE APPROVED DESIGN REVIEW RECEIVED FROM THE CITY OF TUKWILA UNDER FILE NUMBERS L\_\_\_\_\_ AND L\_\_\_\_\_.
2. THE FOLLOWING CONDITIONS OF PRELIMINARY APPROVAL SHALL BE DEFERRED TO BUILDING PERMIT FOR INDIVIDUAL UNITS:  
A) CONSTRUCTION OF PERIMETER FENCE, RECREATION AREA, IRRIGATION, LIGHTING, LIGHTING FIXTURES, COLORED AND PATTERNED SHARED DRIVEWAY AREAS, RECREATION AREA LANDSCAPING (IRRIGATION AND EQUIPMENT) AND LANDSCAPING SHALL BE DEFERRED TO THE BUILDING PERMITS.  
B) SCREENING OF THE INDIVIDUAL METERS, ELECTRICAL BOXES AND SIMILAR EQUIPMENT NECESSARY FOR PROJECT INFRASTRUCTURE SHALL BE REVIEWED AS PART OF THE BUILDING PERMIT FOR EACH UNIT.

**TRACT D: RECREATION TRACT.....**  
**TRACT E: RECREATION TRACT.....**

PRELIMINARY

SCHROETER LAND SURVEYING		
PROFESSIONAL LAND SURVEYORS		
P.O. Box 813, Seahurst, Washington 98062 (206) 242-6621		
DATE: 10/2/18	PROJECT NO. 18008	DRWN BY LAW
JOB NO. 530/4	FIELD DATE 11/11/07	REVISED



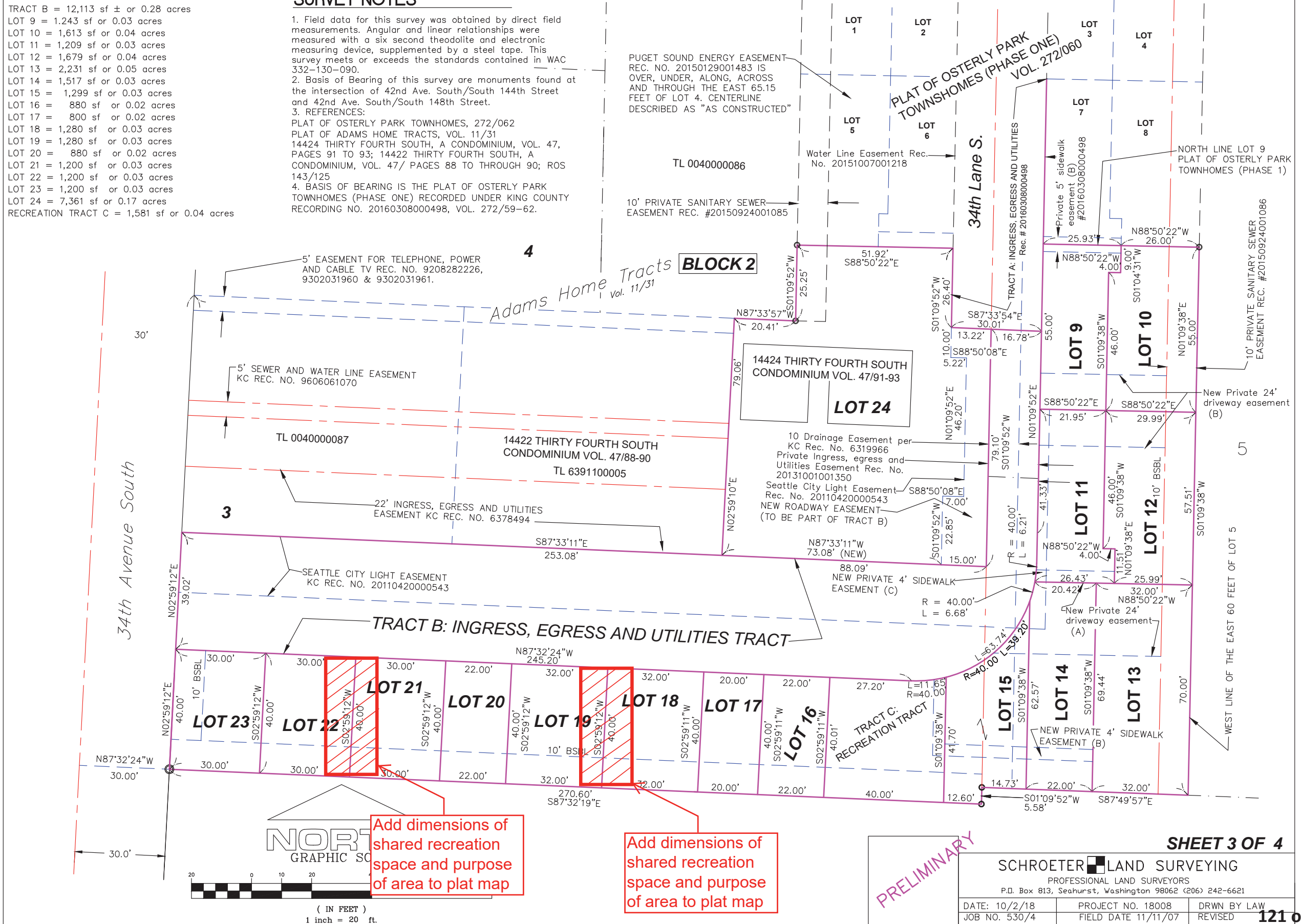


LOT AND TRACT AREAS

TRACT B = 12,113 sf ± or 0.28 acres  
LOT 9 = 1,243 sf or 0.03 acres  
LOT 10 = 1,613 sf or 0.04 acres  
LOT 11 = 1,209 sf or 0.03 acres  
LOT 12 = 1,679 sf or 0.04 acres  
LOT 13 = 2,231 sf or 0.05 acres  
LOT 14 = 1,517 sf or 0.03 acres  
LOT 15 = 1,299 sf or 0.03 acres  
LOT 16 = 880 sf or 0.02 acres  
LOT 17 = 800 sf or 0.02 acres  
LOT 18 = 1,280 sf or 0.03 acres  
LOT 19 = 1,280 sf or 0.03 acres  
LOT 20 = 880 sf or 0.02 acres  
LOT 21 = 1,200 sf or 0.03 acres  
LOT 22 = 1,200 sf or 0.03 acres  
LOT 23 = 1,200 sf or 0.03 acres  
LOT 24 = 7,361 sf or 0.17 acres  
RECREATION TRACT C = 1,581 sf or 0.04 acres

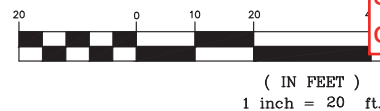
SURVEY NOTES

1. Field data for this survey was obtained by direct field measurements. Angular and linear relationships were measured with a six second theodolite and electronic measuring device, supplemented by a steel tape. This survey meets or exceeds the standards contained in WAC 332-130-090.  
2. Basis of Bearing of this survey are monuments found at the intersection of 42nd Ave. South/South 144th Street and 42nd Ave. South/South 148th Street.  
3. REFERENCES:  
PLAT OF OSTERLY PARK TOWNHOMES, 272/062  
PLAT OF ADAMS HOME TRACTS, VOL. 11/31  
14424 THIRTY FOURTH SOUTH, A CONDOMINIUM, VOL. 47, PAGES 91 TO 93; 14422 THIRTY FOURTH SOUTH, A CONDOMINIUM, VOL. 47/ PAGES 88 TO THROUGH 90; ROS 143/125  
4. BASIS OF BEARING IS THE PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE) RECORDED UNDER KING COUNTY RECORDING NO. 20160308000498, VOL. 272/59-62.



Add dimensions of shared recreation space and purpose of area to plat map

Add dimensions of shared recreation space and purpose of area to plat map



PRELIMINARY

SCHROETER LAND SURVEYING		
PROFESSIONAL LAND SURVEYORS		
P.O. Box 813, Seahurst, Washington 98062 (206) 242-6621		
DATE: 10/2/18	PROJECT NO. 18008	DRWN BY LAW
JOB NO. 530/4	FIELD DATE 11/11/07	REVISED





**SITE IMPROVEMENT PLAN PHASE II**

23 34 Lot Townhouse Sub-Division  
 3429 S. 144th Street, Tukwila, WA 98168  
 PN's: 004000-0083, 004000-0087, 004000-0087,  
 004000-0088, 004000-0094, 639110-0000 and 639111-0000

**DRAINAGE DISCUSSION:**

The site was found to have non-infiltrative soils. As a result, the site's future developed runoff will be detained on site. The site is generally level. Due to the existing pervasive clay surface soils, combined with the limited available drainage system area and shallow receiving street drainage system, the following detention criteria are proposed.

The future developed impervious area will be detained and released using Level 1 detention calculations, KCRTS methodology.

The base existing condition will be the existing impervious conditions.

Calculations for the site's detention system are included in the **TECHNICAL INFORMATION REPORT (T.I.R.)**. The size and release rate for the detention system are included.

Underground storage will be provided under the new private access road. Due to the shallow available receiving street system, Stormtech Infiltrators, Model SC-840 (30" height) will be used. Two two-hundred foot long level runs of the above will be required.

**IMPERVIOUS SURFACE:** *COMBINED PH I + II DETENTION SYSTEM (INSTALLED PH I)*

EXISTING 21,790 SF 0.50 AC  
 PROPOSED 48,790 SF 1.12 AC

A geotechnical evaluation for this site has been prepared and accepted, titled: **Geotechnical Evaluation for On-Site Stormwater Infiltration and General Site Engineering, 31 Lot Townhouse Sub-Division, 3429 S. 144th Street, Tukwila, WA 98168**, dated December 4, 2008. The evaluation was prepared by:

Bruce S. MacVeigh, P.E.  
 14245 59th Ave. S.  
 Tukwila, WA 98168  
 (206) 242-7665

**CITY OF TUKWILA ZONING CLASSIFICATION:**

HDR - High Density Residential

**EXISTING PARCEL AREAS: (PH I + II)**

Parcel No. 004000-0083	21,271 square feet	0.488 acres
Parcel No. 004000-0087	7,110 square feet	0.163 acres
Parcel No. 004000-0088	10,261 square feet	0.236 acres
Parcel No. 004000-0094	20,976 square feet	0.482 acres
Parcel No. 639110-0000	7,114 square feet	0.163 acres
Parcel No. 639111-0000	6,865 square feet	0.158 acres
<b>Total</b>	<b>73,597 square feet</b>	<b>1.690 acres</b>

**IMPERVIOUS SURFACE (PHASE II):**

EXISTING 10,860 SF 0.25 AC  
 (3 EXISTING 4-PLEX BLDGS.)  
 PROPOSED 30,760 SF 0.71 AC

**EARTHWORK ESTIMATES (PHASE II):**

CUT 2,000 CY  
 FILL 3,000 CY  
 TOTAL 5,000 CY

**GENERAL UTILITIES NOTES:**

- ALL UTILITIES WILL BE UNDERGROUND.
- THE ON-SITE WATER MAIN WILL BE REVIEWED AND APPROVED BY KING COUNTY WATER DISTRICT #125.
- THE ON-SITE SANITARY SEWER MAIN WILL BE REVIEWED AND APPROVED BY VALLEY VIEW SEWER DISTRICT.
- THE DETAILED PLANS FOR ELECTRICAL POWER, TELEPHONE, CATV AND NATURAL GAS WILL BE PREPARED BY EACH OF THEIR SERVICE PROVIDERS RESPECTIVELY. COPIES OF THEIR PLANS ARE ATTACHED TO THIS PLAN SET.

**INDEX OF DRAWINGS:**

- Sheet 1 COVER SHEET
- Sheet 2 TEMPORARY EROSION CONTROL PLAN (TESCP) AND EARLY GRADING PLAN
- Sheet 3 TEMPORARY EROSION CONTROL PLAN (TESCP) AND EARLY GRADING PLAN
- Sheet 4 34th AVENUE S. FRONTAGE IMPROVEMENTS
- Sheet 5 34th AVENUE S. FRONTAGE IMPROVEMENTS
- Sheet 6 ROAD AND STORM SYSTEM PLAN
- Sheet 7 ROAD AND STORM SYSTEM PLAN
- Sheet 8 ROAD AND STORM SYSTEM PLAN
- Sheet 9 SANITARY SEWER SYSTEM PLAN
- Sheet 10 SANITARY SEWER SYSTEM PLAN
- Sheet 11 SANITARY SEWER SYSTEM PLAN
- Sheet 12 WATER MAIN SYSTEM PLAN
- Sheet 13 WATER MAIN SYSTEM PLAN
- Sheet 14 WATER MAIN SYSTEM PLAN

**ATTACHED SHEETS:**

- Sheets L-1 and L-2 LANDSCAPING PLAN
- Sheets 1 and 2 LIGHTING PLAN
- Pugot Sound Energy NATURAL GAS SERVICE PLAN
- Seattle City Light ELECTRICAL SERVICE PLAN
- Schroeter Land Surveying PLAT DRAWINGS (5 SHEETS)

**DESIGN REPRESENTATIVES:**

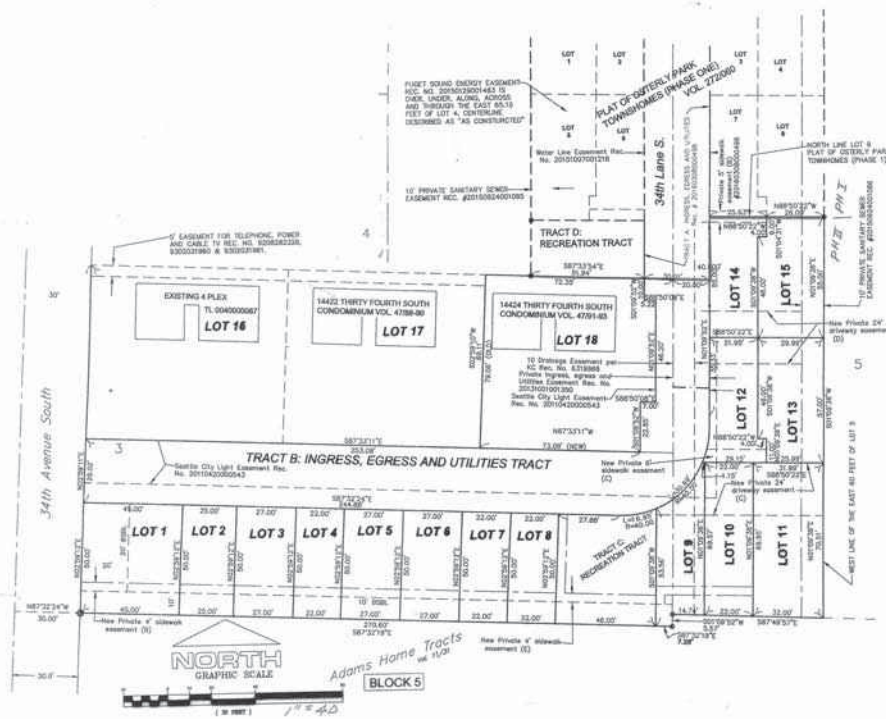
Bruce S. MacVeigh, P.E.	206-571-8794	bruce_engr@comcast.net
Barker Architects/Jim Barker, A.I.A.	425-821-7601	barker.architects@verizon.net
CT Engineering/Todd Eaton, P.E.	206-285-4512, Ext. 3	teaton@ctengineering.com
Richard Schroeter, P.L.S./Schroeter Land Surveying	206-242-8621	r_schroeter@msn.com
Studio 342 Landscaping/Jamie Fleckenstein	206-545-0342	jamie@threefourtwo.com

**UTILITY SERVICES:**

Service	Utility	Point of Contact	Telephone	E-mail
Electricity	Seattle City Light	Tosh Sharp	206-386-1551	Tosh.Sharp@seattle.gov
Natural Gas	PSE/Potelco	Mike Klapperich	253-606-6099	mikeklapperich@pse.com
Telephone	Qwest	Bill Haden	253-372-5361	bill.haden@qwest.com
CATV	Comcast	Jerry Stelle	253-288-7532	jstelle@comcast.com
	Sefnco	Jarrod Duncan	253-405-6558	jduncan@sefnco.com
Sewer	Valley View Sewer District		206-242-3236	
Water	K.C. Water District #125		206-242-9547	

**CONTRACTOR:** Clark Excavating, Inc. Tracy Clark 206-579-6472

**COVER SHEET**



**PHASE II**

**SITE IMPROVEMENT PLAN**  
 23 34 Lot Townhouse Sub-Division  
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 Tukwila, WA 98168  
 PN's: 004000-0083, 004000-0087, 004000-0088, 004000-0094, 639110-0000 and 639111-0000

**CLIENT:**  
 Mike Overbeck  
 1620 S. 144th Street  
 Tukwila, WA 98168  
 (206) 295-6356

**BRUCE S. MACVEIGH, P.E. - Civil Engineer**  
 14245 59th Avenue South  
 Tukwila, WA 98168  
 Office: (206) 242-7665 FAX: Same - call first

JOB NO.	DESIGN	DRAWN	APP'D	DATE	SCALE	REV	DESCRIPTION	DATE	APP'D
0813	BSM	BSM		27 APR 10	N/A				

123 of 211 of 14





**SITE IMPROVEMENT PLAN**

**PHASE II**

23 31 Lot Townhouse Sub-Division  
 3429 S. 144th Street, Tukwila, WA 98168  
 PN's: 004000-0083, 004000-0087, 004000-0087,  
 004000-0088, 004000-0094, 639110-0000 and 639111-0000

**STABILIZED CONSTRUCTION ENTRANCE**

**Purpose**  
 Construction entrances are stabilized to reduce the amount of sediment transported onto paved roads by motor vehicles or runoff by constructing a stabilized pad of quarry spalls at the entrances to construction sites.

**Application**  
 Construction entrances shall be stabilized wherever traffic will be leaving a construction site and traveling on paved roads or other paved areas within 1,000 feet of the site.

**Design and Installation Specifications**

- See Figure C3.1.A for details.
- A separation geotextile shall be placed under the spalls to prevent fine sediment from pumping up into the rock pad. The geotextile shall meet the following standards:

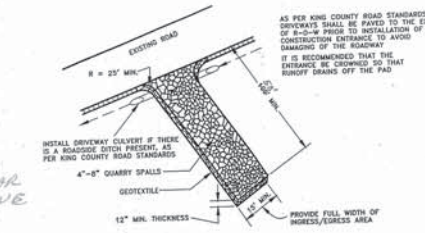
Grab Tensile Strength (ASTM D4751)	200 psi min.
Grab Tensile Elongation (ASTM D4632)	30% max.
Mullen Burst Strength (ASTM D3769-80a)	400 psi min.
AOS (ASTM D4751)	20-45 (U.S. standard sieve size)

- Hog fuel (wood based mulch) may be substituted for or combined with quarry spalls in areas that will not be used for permanent roads. The effectiveness of hog fuel is highly variable, but it has been used successfully on many construction sites. It generally requires more maintenance than quarry spalls. Hog fuel is not recommended for entrance stabilization in urban areas. The inspector may at any time require the use of quarry spalls if the hog fuel is not preventing sediment from being tracked onto pavement or if the hog fuel is being carried onto pavement. Hog fuel is prohibited in permanent roadbeds because organics in the subgrade soils cause difficulties with compaction.
- Whenever possible, the entrance shall be constructed on a firm, compacted subgrade. This can substantially increase the effectiveness of the pad and reduce the need for maintenance.

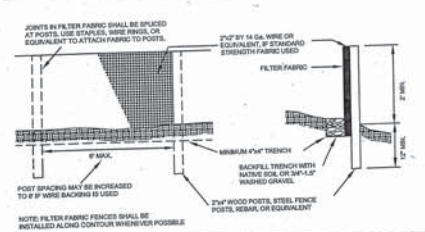
**Maintenance**

- Quarry spalls (or hog fuel) shall be added if the pad is no longer in accordance with the specifications.
- If the entrance is not preventing sediment from being tracked onto pavement, then alternative measures to keep the streets free of sediment shall be used. This may include street sweeping, an increase in the dimensions of the entrance, or the installation of a wheel wash. If washing is used, it shall be done on an area covered with crushed rock, and wash water shall drain to a sediment trap or pond.
- Any sediment that is tracked onto pavement shall be removed immediately by sweeping. The sediment collected by sweeping shall be removed or stabilized onsite. The pavement shall not be cleaned by washing down the street, except when sweeping is ineffective and there is a threat to public safety. If it is necessary to wash the street, a small sump must be constructed. The sediment would then be washed into the sump where it can be controlled and discharged appropriately.
- Any quarry spalls that are loosened from the pad and end up on the roadway shall be removed immediately.

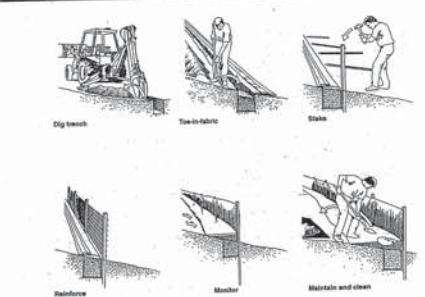
**FIGURE C3.1.A STABILIZED CONSTRUCTION ENTRANCE**



**FIGURE C.3.E SILT FENCE**



**FIGURE C.3.F SILT FENCE INSTALLATION AND MAINTENANCE**



**SILT FENCE**

**Purpose**  
 Use of a silt fence reduces the transport of coarse sediment from a construction site by providing a temporary physical barrier to sediment and reducing the runoff velocities of overland flow.

**Conditions of Use**  
 Silt fence may be used on development of all disturbed areas. Silt fence is not intended to treat concentrated flows, nor is it intended to treat substantial amounts of overland flow.

**Design and Installation Specifications**

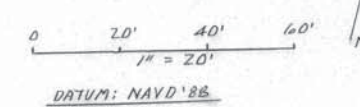
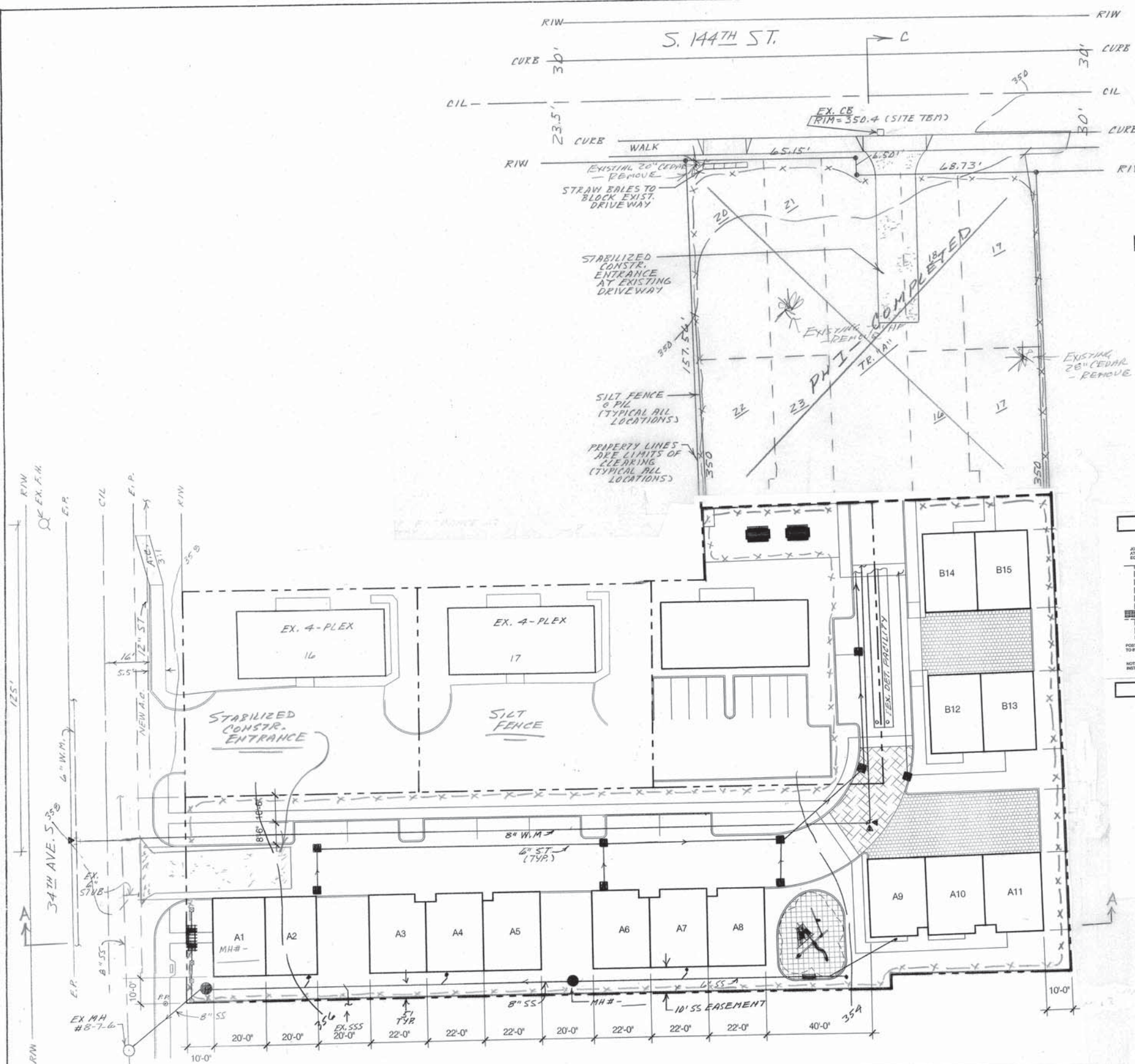
- See Figure C3.1.E and Figure C.3.F for details.
- The geotextile used must meet the standards listed below. A copy of the manufacturer's fabric specifications must be available onsite.

AOS (ASTM D4751)	20-45 sieve size (0.85-0.15 mm) for silt filter 20-100 sieve size (0.30-0.15 mm) for other fabrics
Water Permittivity (ASTM D4491)	0.02 sec <sup>2</sup> /cm <sup>2</sup> minimum
Grab Tensile Strength (ASTM D4632)	180 lbs. min. for extra strength fabric 100 lbs. min. for standard strength fabric
Grab Tensile Elongation (ASTM D4632)	30% max.
Ultraviolet Resistance (ASTM D4355)	70% min.

- Standard strength fabric requires wire backing to increase the strength of the fence. Wire backing or closer post spacing may be required for extra strength fabric if field performance warrants a stronger fence.
- Where the fence is installed, the slope shall be no steeper than 2H:1V.
- If a typical silt fence (per Figure C.3.1.E) is used, the standard 4 x 4 trench may not be reduced as long as the bottom 8 inches of the silt fence is well buried and secured in a trench that stabilizes the fence and does not allow water to bypass or undermine the silt fence.

**Maintenance Standards**

- Any damage shall be repaired immediately.
- If concentrated flows are evident uphill of the fence, they must be intercepted and conveyed to a sediment trap or pond.
- It is important to check the uphill side of the fence for signs of the fence clogging and acting as a barrier to flow and then causing channelization of flows parallel to the fence. If this occurs, replace the fence or remove the trapped sediment.
- Sediment must be removed when the sediment is 6 inches high.
- If the filter fabric (geotextile) has deteriorated due to ultraviolet breakdown, it shall be replaced.



**TEMPORARY EROSION AND SEDIMENT CONTROL PLAN (T.E.S.C.P.) AND EARLY STAGE GRADING PLAN**



10/14/10  
 13 OCT 11 04 BSM  
 18 JUN 11 BSM  
 26 SEP 11 BSM



**Bruce S. MacVeigh, P.E. - Civil Engineer**  
 14245 59th Avenue South  
 Tukwila, WA 98168  
 Office: (206) 242-7665 FAX: Same - call first.

**CLIENT'S**  
 Mike Overbeck  
 4620 S. 144th Street  
 Tukwila, WA 98168  
 (206) 293-6356

**PHASE II**

**SITE IMPROVEMENT PLAN**  
 23 31 Lot Townhouse Sub-Division  
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REV	DESCRIPTION	DATE	APP'D

JOB NO: 0517  
 DESIGN: BSM  
 DRAWING: BSM  
 APP'D: BSM  
 DATES: 28 APR 10  
 SCALE: 1" = 20'

2 of 14







**SITE IMPROVEMENT PLAN PHASE II**

23 3/4 Lot Townhouse Sub-Division  
 3429 S. 144th Street, Tukwila, WA 98168  
 PN's: 004000-0083, 004000-0087, 004000-0087,  
 004000-0088, 004000-0094, 639110-0000 and 639111-0000

**STANDARD CONSTRUCTION NOTES**

Prior to starting construction, contact ONE-CALL (1-800-424-5555) for utility locations.

**CONTACTS**

Owner/Project Manager Mike Overbeck (206) 293-6356  
 Design Engineer Bruce MacVeigh, P.E. (206) 242-7665  
 Project Surveyor Richard Schroeter, P.L.S. (206) 242-8621

**GENERAL**

- Locations shown for existing utilities are approximate.
- At least 48 hours before starting project site work, notify the Utilities Inspector at 206-433-0179.
- Request a Public Works utility inspection at least 24 hours in advance by calling 206-433-0179.
- The Contractor assumes sole responsibility for worker safety, and damage to structures and improvements resulting from construction operations.
- The Contractor shall have the permit(s) and conditions, the approved plans, and a current copy of City of Tukwila *Development Guidelines and Design and Construction Standards* available at the job site.
- All work shall conform to these approved drawings. Any changes from the approved plans require pre-approval from the owner, the engineer, and the City of Tukwila.
- All methods and materials shall meet City of Tukwila *Development Guidelines and Design and Construction Standards*, unless otherwise approved by the Public Works Director.
- Contractor shall maintain a current set of record drawings on-site.
- Contractor shall provide record drawings prior to project final approval.
- Provide traffic control and street maintenance plan for Public Works approval before implementation.
- All surveying for public facilities shall be done under the direction of a Washington licensed land surveyor. Vertical datum shall be NAVD 1988. Horizontal datum shall be Washington State (grid) Coordinates, North Zone, using NAD 83/91 survey control and tied to any two City of Tukwila Horizontal Control Monuments. For projects within a flood control zone, the Permittee shall provide conversion calculations to NGVD 1929.
- Replace or relocate all signs damaged or removed due to construction.
- Retain, replace or restore existing vegetation in rights-of-way, easements, and Access Tracts.

**CONSTRUCTION**

- All work performed shall be per approved plans and specifications only. The Permittee is required to maintain a set of approved plans, specifications, and associated permits on the job site. Work shall be performed in accordance with all federal, state, and local laws. Permittee shall apply for a Revision for any work not according to the approved plans.
- Permittee/Contractor shall arrange a preconstruction conference with the City's Inspector(s) prior to beginning any work.
- Work in Roadways
  - All work in roadways shall meet TMC 11 and the following:
    - Prior to any activity in City right-of-way, the Permittee shall provide the City a traffic control plan for review and approval. The traffic control plan shall include the location, address and description of traffic flow during the work and shall meet MUTCD requirements.
    - All work requiring lane closures must be by permit only. From the third Thursday in November to the following January 2nd, the Director does not allow lane closures in the Tukwila Urban Center.
    - Fire, pedestrian, and vehicular access to buildings shall be maintained at all times, except when Permittee has permission from the building owner and the Director to close an access.
    - All roadways shall be kept free of dirt and debris using street sweepers. Use of water trucks for cleaning roadways requires preapproval from the Director.
    - Install steel plates over any trench, at any time work is stopped and the trench is left open.
- From October 1 through April 30, provide temporary and permanent cover measures to protect disturbed areas that will remain unworked for two days or more. In addition to cover measures, the Contractor shall:
  - Protect stockpiles and steep cut and fill slopes if unworked for more than 12 hours.
  - Stockpile, on site, enough cover materials to cover all disturbed areas.
  - By October 8, seed all areas that will remain unworked during the wet season (October 1 through April 30). Mulch all seeded areas.
- Failure to maintain ESC measures in accordance with the approved maintenance schedule may result in the work being performed at the direction of the Director and assessed as a lien against the property where such facilities are located.
- During the life of the project, the Permittee shall maintain in good condition and promptly repair, restore, or replace all grade surfaces; walls, drains, dams, structures, vegetation, erosion and sediment control measures, and other protective devices in accordance with approved plans.
- The Permittee shall monitor the downstream drainage features, and shall, with the Director's approval, remove all sediment deposition resulting from project-related work.
- All work performed shall be per approved plans and specifications only. The Permittee is required to maintain a set of approved plans and specifications and associated permits on the job site. Work shall be performed in accordance with all federal, state, and local laws.
- As the first order of business, the Permittee shall install erosion prevention and sediment control measures per the ESC and shall install the downstream temporary ESC measures before any site disturbance occurs. Before the temporary measures are removed, install and establish the upstream permanent ESC measures.
- The Permittee shall at all times protect sensitive areas, their buffers, and adjacent private properties and public rights-of-way or easements from damage during grading operations. The Permittee shall restore, to the standards in effect at the time of the issuance of the permit, sensitive areas, their buffers, and public and private properties and improvements damaged by the Permittee's operations.
- Permittee shall arrange for and comply with the following:
  - Notify the Public Works Department within 48 hours following installation of ESC measures.
  - Obtain permission in writing from the Public Works Department prior to modifying the ESC plan.
  - Maintain all road drainage systems, storm water drainage systems, control measures and other facilities as identified in the ESC plan.

**GRADING AND EROSION CONTROL NOTES**

- The erosion prevention and sediment control (ESC) measures on the approved plans are minimum requirements.
- Before beginning any construction activities, establish the clearing limits, install construction entrance, and install erosion prevention and sediment control measures.
- Before any ground disturbance occurs, all downstream erosion prevention and sediment control measures (ESC) must be constructed and in operation. Install and maintain all ESC measures according to the ESC plan.
- ESC measures, including all perimeter controls, shall remain in place until final site construction is completed and permanent stabilization is established.
- From May 1 through September 30, provide temporary and permanent cover measures to protect disturbed areas that will remain unworked for seven days or more.

- Repair any siltation or erosion damages to adjoining properties and drainage facilities.
- Inspect according to the approved ESC inspection schedule and make needed repairs immediately.

**UTILITY NOTES**

- All trench excavation operations shall meet or exceed all applicable shoring laws for trenches over 4-feet deep. All trench safety systems shall meet WISHA requirements.
- Power, cable, fiber optics, and telephone lines shall be in a trench with a 5' minimum horizontal separation from other underground utilities.
- Adjust all manholes, catch basins, and valves in public rights-of-way or easements after asphalt paving.

**STORM DRAINAGE NOTES**

- All methods and materials shall meet City of Tukwila *Development Guidelines and Design and Construction Standards*, and the current *King County Surface Water Design Manual*, unless otherwise approved.
- Mark all storm drain inlets with "Dump No Waste" and either "Drains to Streams", "Drains to Wetlands", or "Drains to Groundwater", as applicable.
- Driveway culverts shall be of sufficient length to provide a minimum 3:1 slope from the edge of the driveway to the bottom of the ditch. Culverts shall have beveled end sections that match the side slope.

**TEMPORARY EROSION AND SEDIMENT CONTROL PLAN (T.E.S.C.P.) AND EARLY STAGE GRADING PLAN**



**Bruce S. MacVeigh, P.E. - Civil Engineer**  
 14245 59th Avenue South  
 Tukwila, WA 98168  
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Mike Overbeck  
 4620 S. 148th Street  
 Tukwila, WA 98168  
 (206) 293-6356

CLIENT

SITE IMPROVEMENT PLAN  
 23 3/4 Lot Townhouse Sub-Division  
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 004000-0087, 004000-0088, 004000-0084,  
 639110-0000 and 639111-0000

JOB NO:	DESIGN:	DRAWN:	APPD:	DATE:	SCALE:	REV	DESCRIPTION	DATE	APPD
0817	5579	5579		27 APR '10	1" = 20'				
				10 MAY '10					
				13 OCT '10					
				18 JUL '18					
				26 SEP '18					

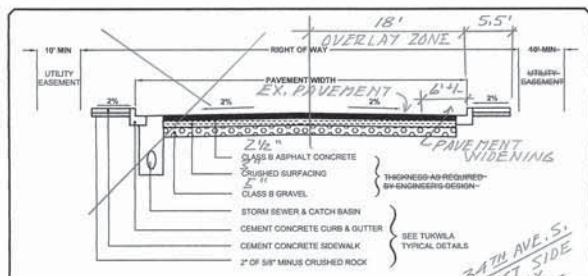
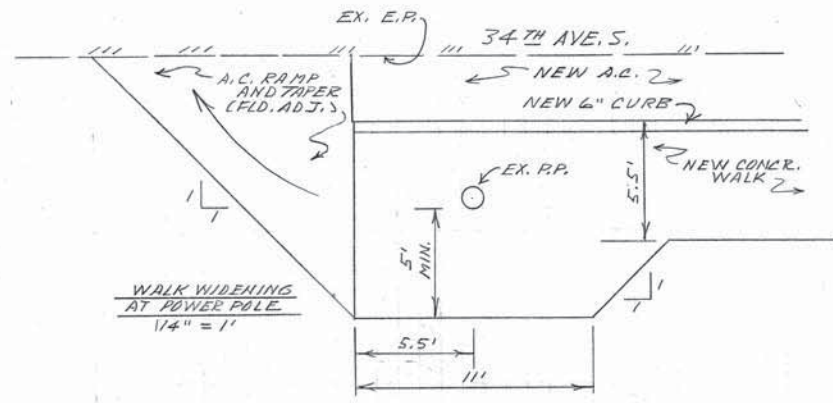
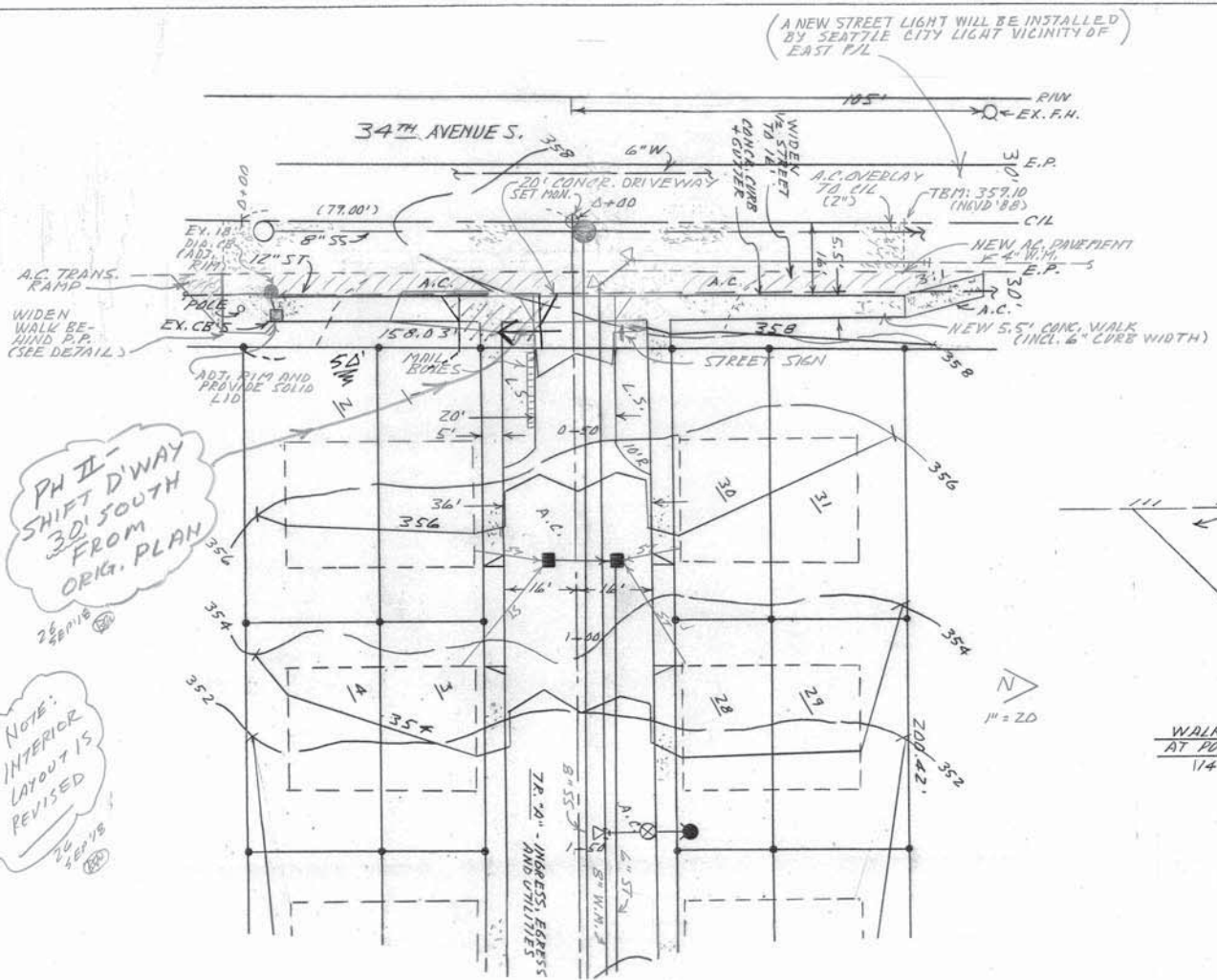






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 004000-0088, 004000-0094, 639110-0000 and 639111-0000



TYPE OF STREET	RIGHT-OF-WAY (FEET)	PAVEMENT WIDTH (FEET)
<b>PUBLIC</b>		
ARTERIAL	80-100	48-64
PRINCIPAL	60-80	36-64
COLLECTOR	60	48
COMMERCIAL	60	48
RESIDENTIAL	60	28-30
<b>ACCESS</b>		
COMMERCIAL	60	36
RESIDENTIAL	50	28
ALLEY	20	15
CUL-DE-SAC	40	28
ROADWAY	92 (DIA)	81 (DIA)
TURNAROUND	40	28
PRIVATE	20	28
COMMERCIAL	20	28
RESIDENTIAL	20	20

- NOTES:**
- ALL SPECIFICATIONS SHALL MEET CURRENT WSDOT/APWA "STANDARD SPECIFICATIONS FOR ROADS, BRIDGE, AND MUNICIPAL CONSTRUCTION".
  - SEE DETAIL RS-11 FOR THE SIDEWALK WIDTH.
  - STREET CLASSIFICATIONS ARE DESIGNATED BY ORDINANCE.
  - PAVEMENT SECTION MUST BE DESIGNED PER AASHTO FOR A MINIMUM OF HS20 LOADING.

**City of Tukwila**

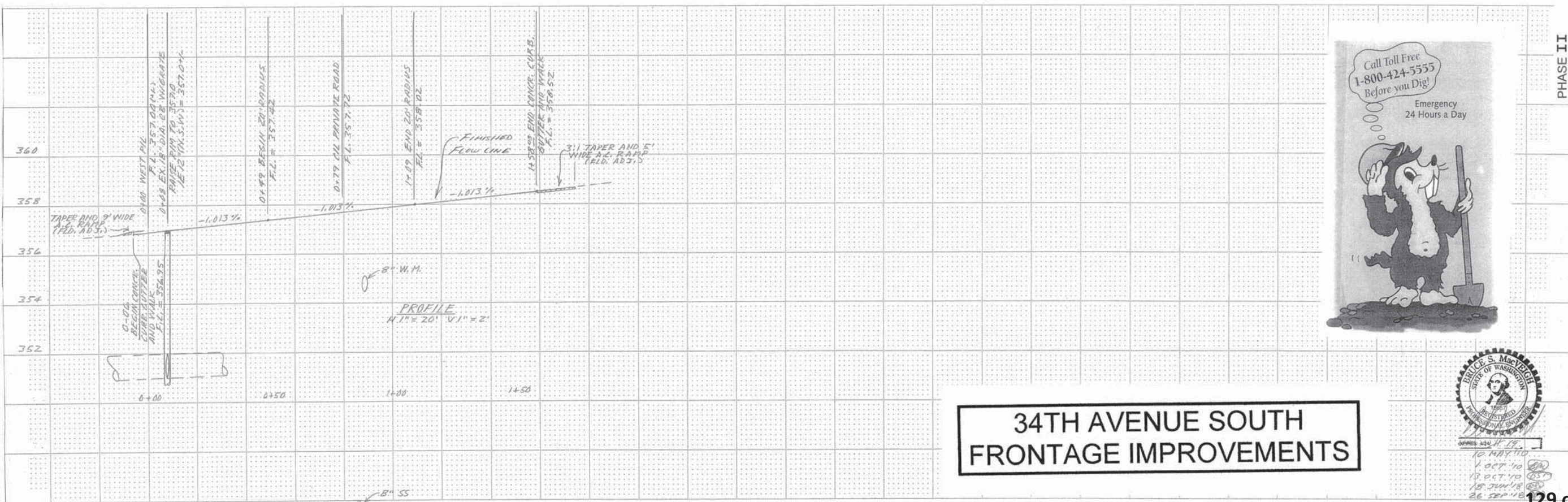
**TYPICAL ROADWAY SECTION**

NOT TO SCALE

SHEET: RS-01

REVISION #: 08.03 LAST REVISION: 04.08

APPROVAL: BOB GIBERSON, CITY ENGINEER



**34TH AVENUE SOUTH FRONTAGE IMPROVEMENTS**



**Bruce S. MacVeigh, P.E. - Civil Engineer**

14245 59th Avenue South  
 Tukwila, WA 98168  
 Office: (206) 242-7665 FAX: Same - call first.

CLIENT: Mike Overbeck  
 4620 S. 148th Street  
 Tukwila, WA 98168  
 (206) 293-8356

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JOB NOS	DESIGN	DRAWN	APP'D	DATE	SCALE	REV	DESCRIPTION
0819	05/19	05/19	05/19	7 MAY 10	1" = 20'		
				10 OCT 10			
				13 OCT 10			
				18 JAN 11			
				26 SEP 10			

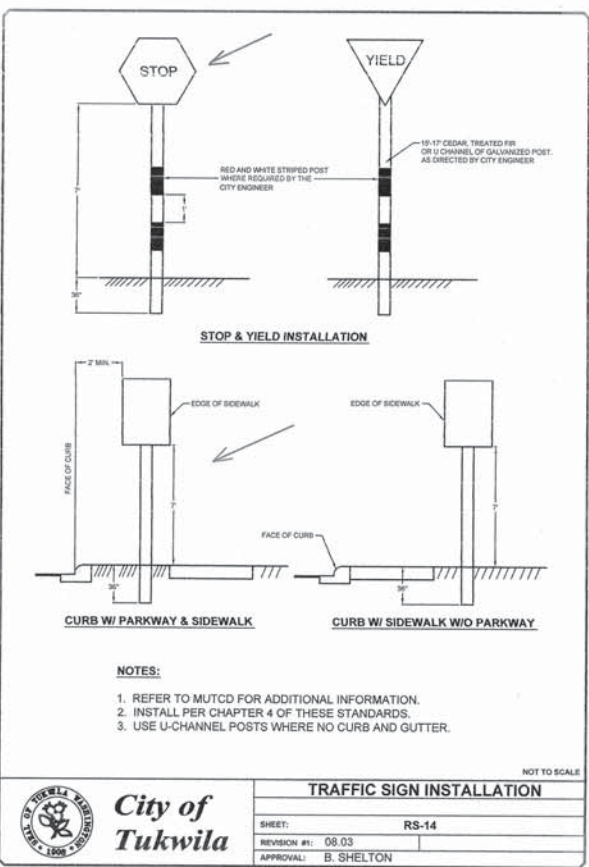
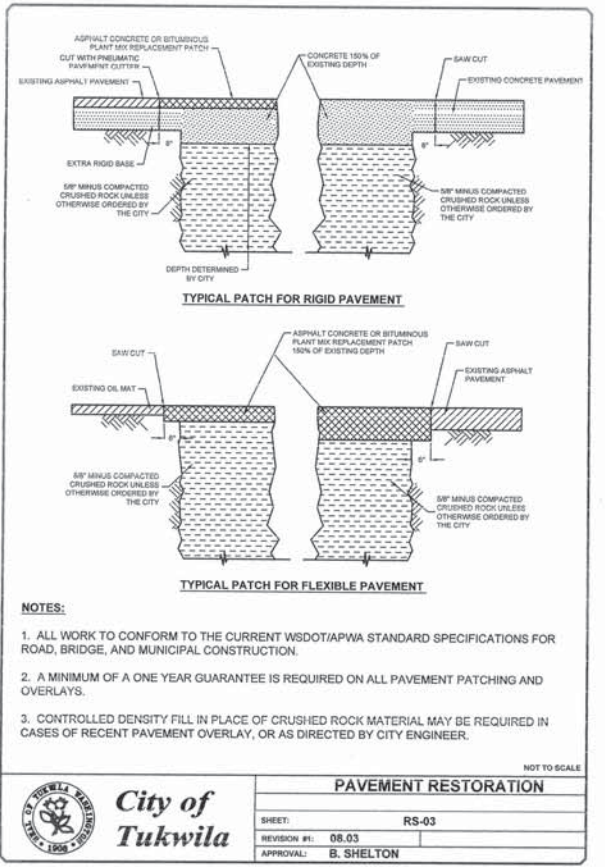
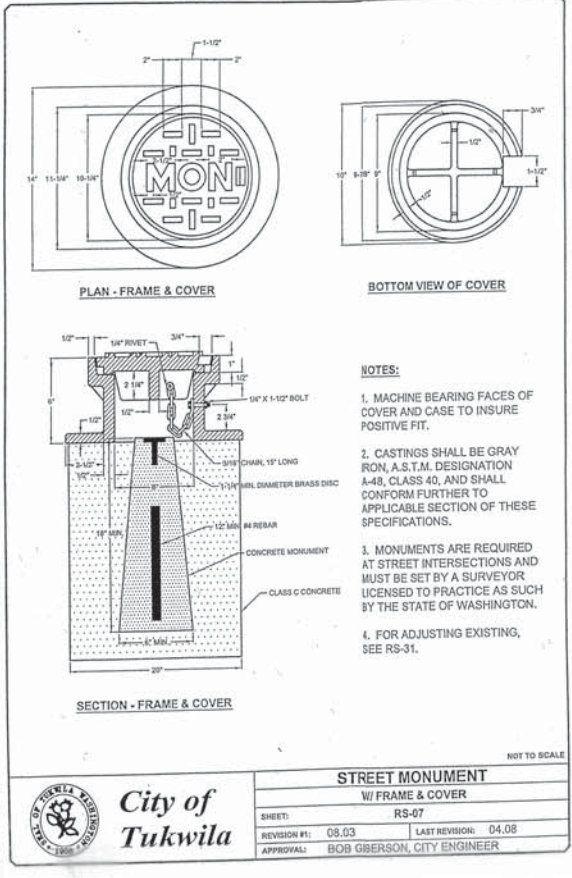
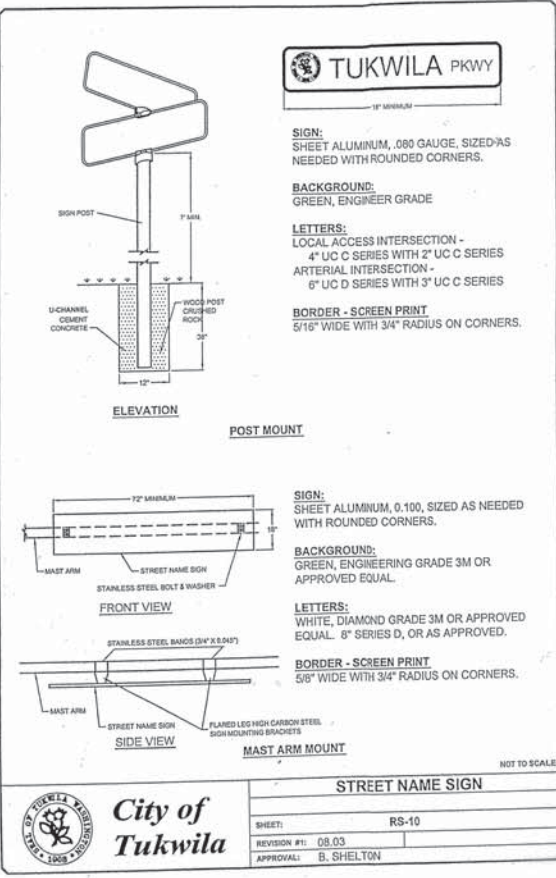
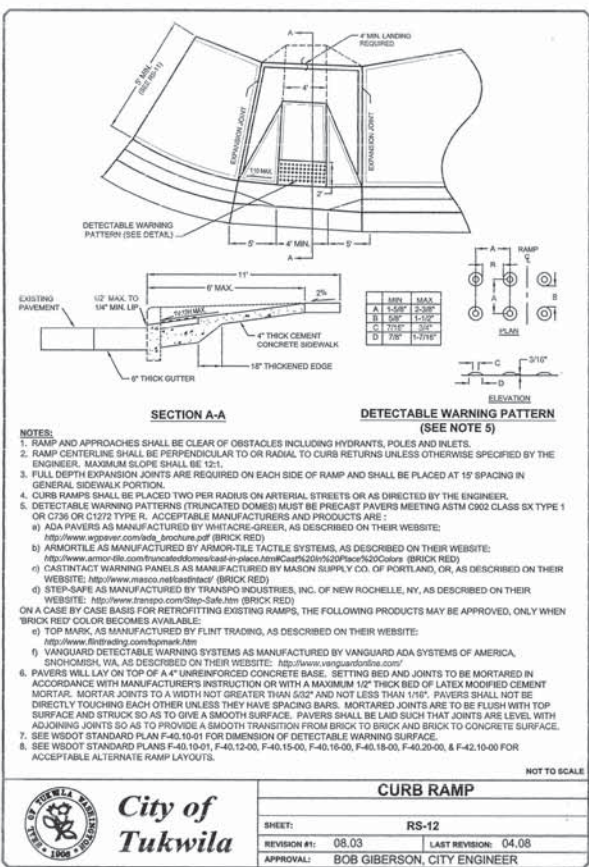
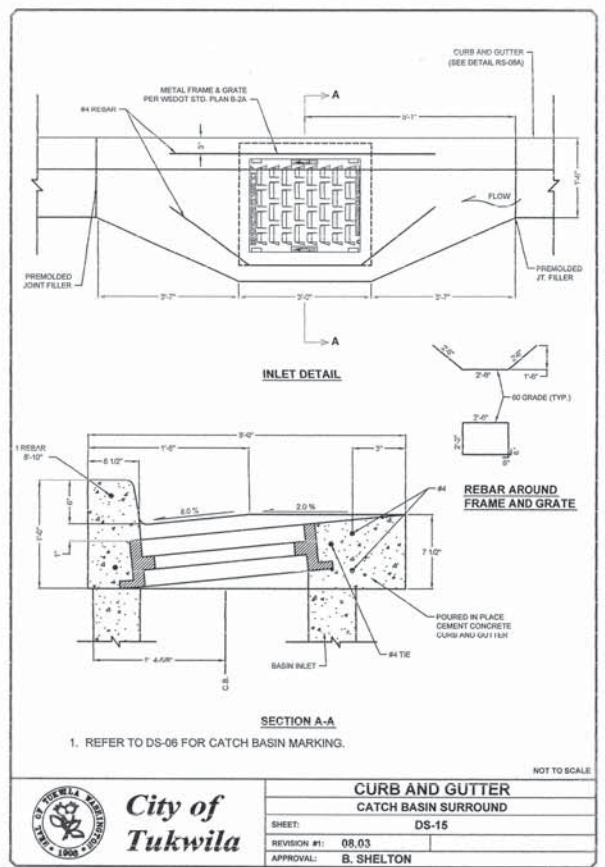
129 of 211





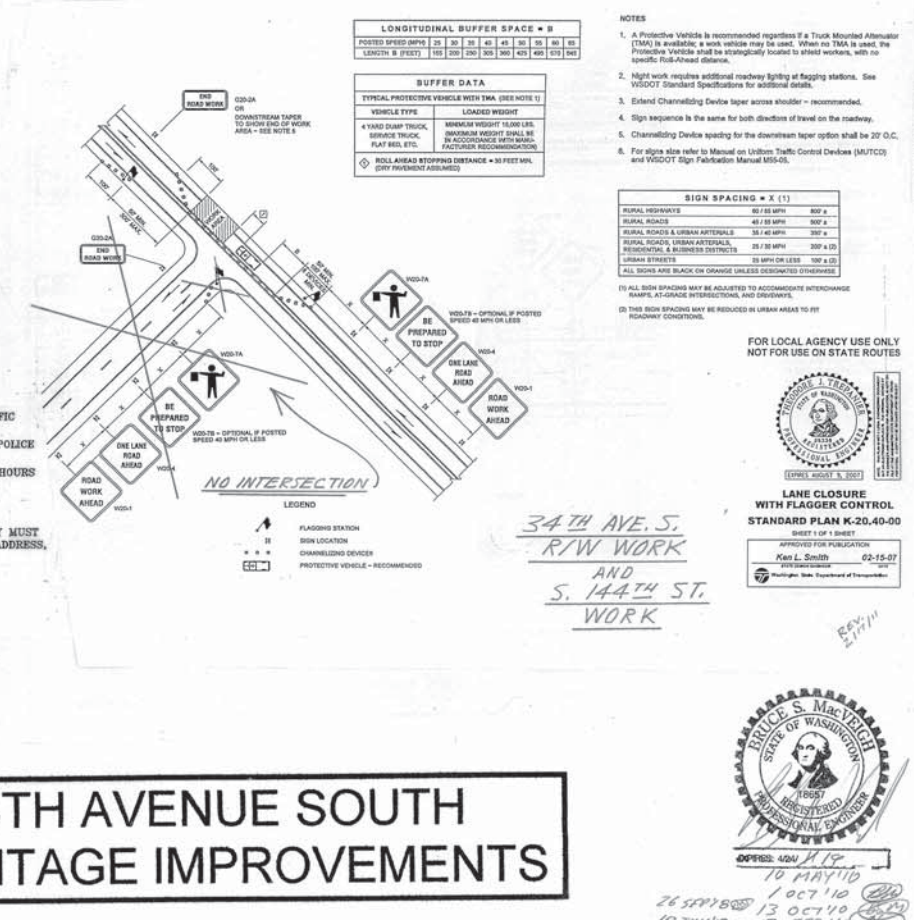


**SITE IMPROVEMENT PLAN PHASE II**  
 23 3/4 Lot Townhouse Sub-Division  
 3429 S. 144th Street, Tukwila, WA 98168  
 PN's: 004000-0083, 004000-0087, 004000-0087,  
 004000-0088, 004000-0094, 639110-0000 and 639111-0000



**NOTES:**

- 1) WORK ZONE TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 2) CALL 911 (USING A LOCAL PHONE) OR 253-852-2121 (USING A CELL PHONE), FIRE, AND POLICE DEPARTMENTS BEFORE ANY CLOSURE WITHIN PUBLIC RIGHT OF WAY.
- 3) CALL METRO TRANSIT CONTROL CENTER AT (206) 664-2732 AT LEAST TWENTY-FOUR (24) HOURS BEFORE ANY STREET OR LANE CLOSURE AND 30 MINUTES BEFORE THE ACTUAL CLOSURE.
- 4) THIS PLAN MUST BE SUBMITTED AT LEAST THREE (3) WORKING DAYS PRIOR TO WORK.
- 5) APPROVED TRAFFIC CONTROL PLAN MUST BE AT THE WORK SITE DURING WORK HOURS.
- 6) ANY VEHICLE AND/OR EQUIPMENT TO BE USED FOR WORK WITHIN THE CITY RIGHT OF WAY MUST DISPLAY A COMPANY LOGO (ANY LEGALLY ACCEPTABLE SIGN SHOWING A COMPANY NAME, ADDRESS, AND TELEPHONE NUMBER) AT A CONSPICUOUS PLACE ON THE VEHICLE OR EQUIPMENT.



**CLIENTS**

Mike Overbeck  
 4820 S. 148th Street  
 Tukwila, WA 98168  
 (206) 283-6356

**PHASE II**

**SITE IMPROVEMENT PLAN**  
 23 3/4 Lot Townhouse Sub-Division  
 3429 S. 144th Street  
 Tukwila, WA 98168  
 PN's: 004000-0083, 004000-0087, 004000-0087,  
 004000-0088, 004000-0094, 639110-0000 and 639111-0000

JOB NO.	DESIGN	DRAWN	APP'D	DATE	SCALE	REV	DESCRIPTION
0879	ESM	ESM	ESM	7/11/07	N/A		

**DATE APP'D**

**5 of 14**







**SITE IMPROVEMENT PLAN**  
 23 81 Lot Townhouse Sub-Division  
 3429 S. 144th Street, Tukwila, WA 98168  
 PN's: 004000-0083, 004000-0087, 004000-0087,  
 004000-0088, 004000-0094, 639110-0000 and 639111-0000

**PHASE II**

**Bruce S. MacVeigh, P.E. - Civil Engineer**

14245 59th Avenue South  
 Tukwila, WA 98168  
 Office: (206) 242-7665 FAX: Same - call first.

**CLIENT**

Mike Overbeck  
 4620 S. 148th Street  
 Tukwila, WA 98168  
 (206) 293-6356

**SITE IMPROVEMENT PLAN**  
 23 81 Lot Townhouse Sub-Division  
 3429 S. 144th Street  
 Tukwila, WA 98168  
 PN's: 004000-0083, 004000-0087,  
 004000-0087, 004000-0088, 004000-0094,  
 639110-0000 and 639111-0000

**PHASE II**

10/19/10  
 13/06/10  
 18/07/10  
 26/09/10

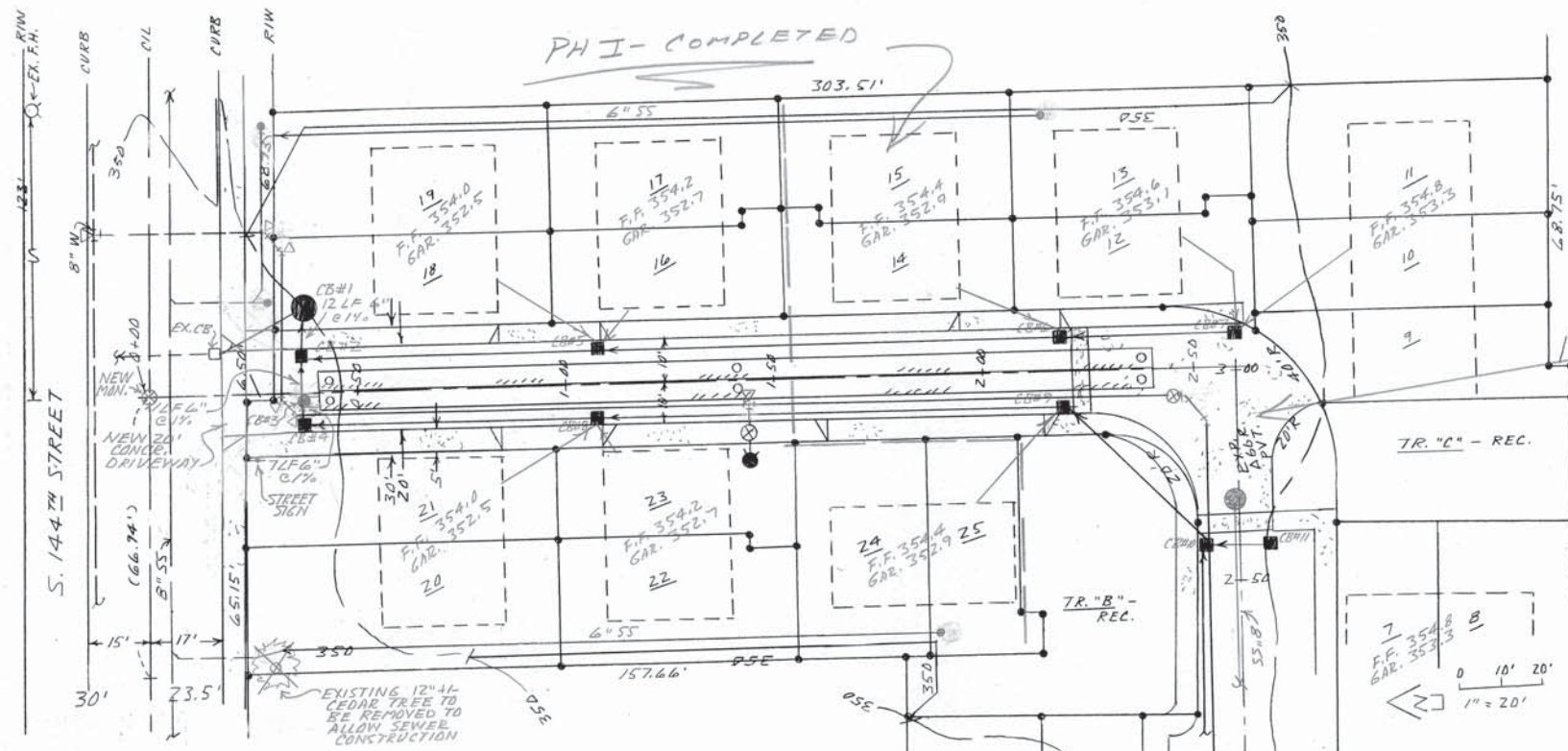
**REV**

DATE

**DESCRIPTION**

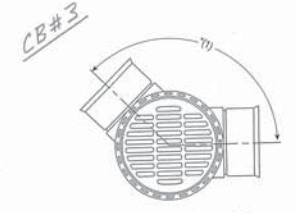
1" = 20'

6 of 14

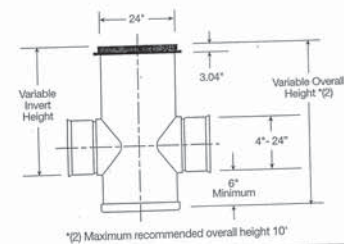


**TRAFFIC CONTROL PLAN FOR R/W WORK - SEE WSDOT STD. PLAN K-20.40-00 ON SHT. 5/14**

Part/Prefix	Product Description	Available Outlets
2824AG_X	24" Custom Basin	4" thru 24"

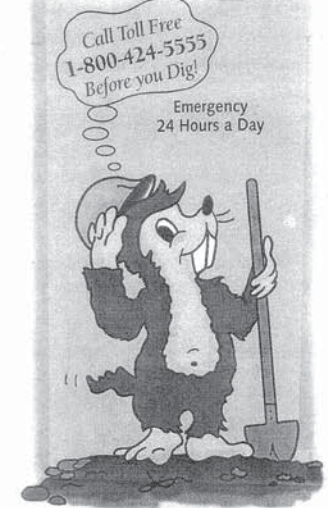


(1) Adapters can be mounted on any angle 0° to 359°.  
 To determine minimum angle between adapters please see chart on page (1).

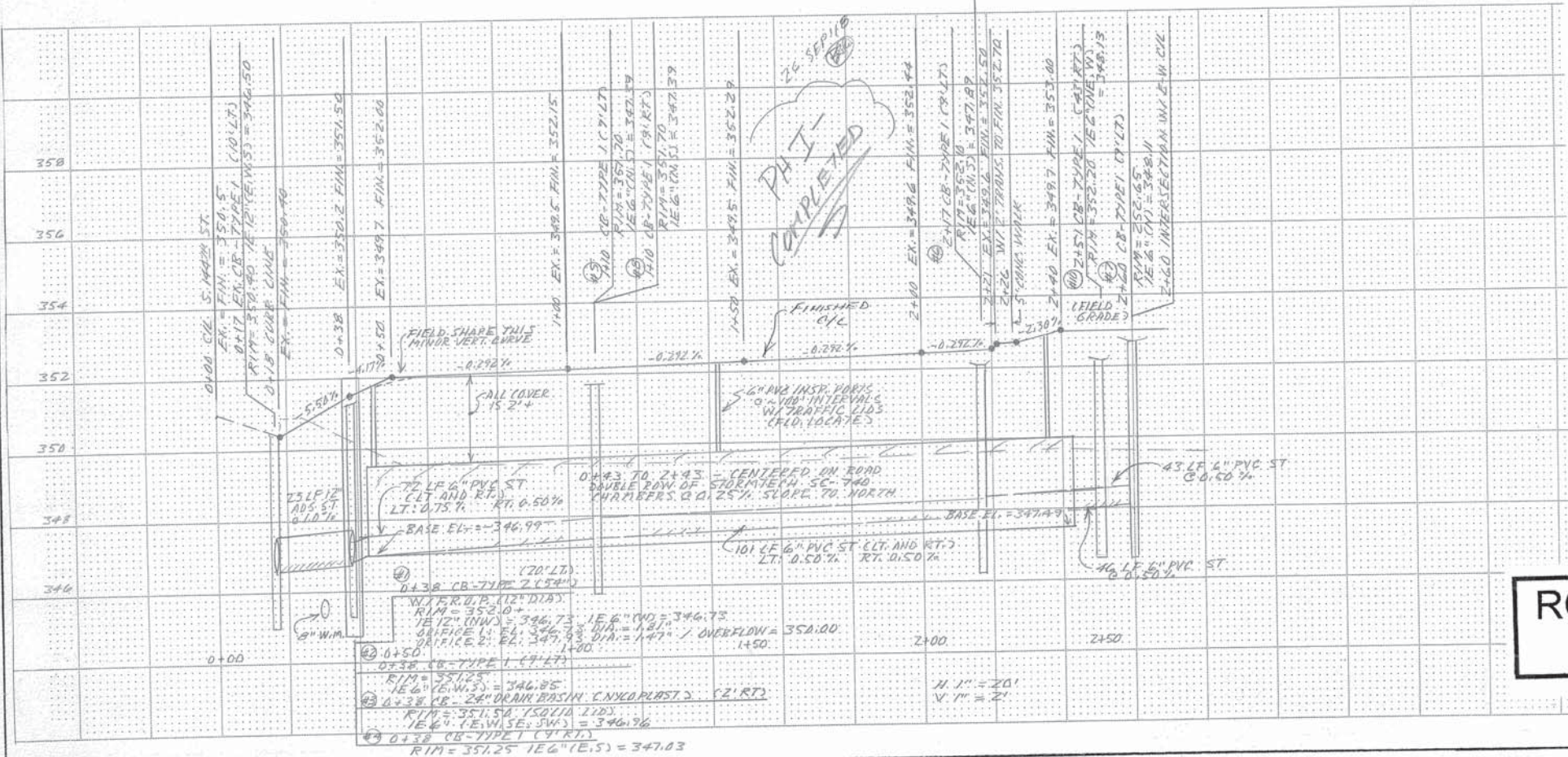


**24" Grate Options**

- Standard H-20 Plated
- Pedestrian H-10 Plated
- Solid
- Domed



**Nyloplast**  
 Tomorrow's Storm Drainage Structures Today.  
 Phone: (866) 888-8479 (770) 932-2443  
 Main Fax: (770) 932-2490  
 Nyloplast  
 3130 Verona Avenue  
 Buford, Georgia 30518  
 www.adp-pipe.com  
 www.han-coor.com



**ROAD AND STORM SYSTEM PLAN (SHEET 1)**



10/19/10  
 13/06/10  
 18/07/10  
 26/09/10



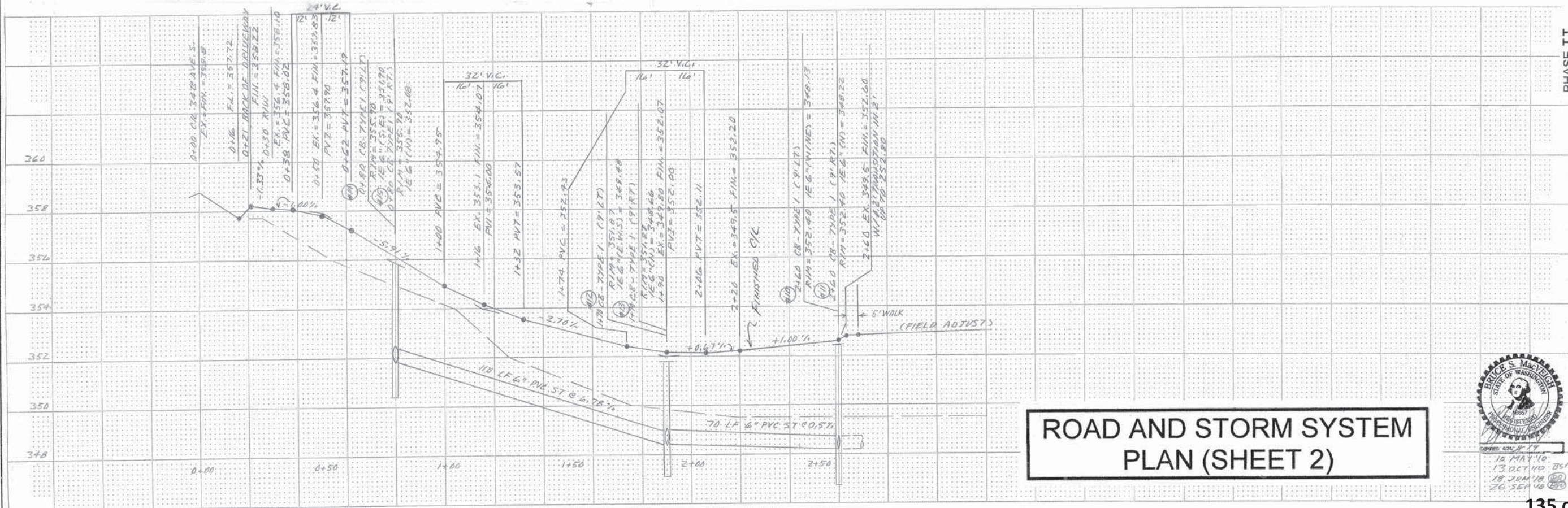
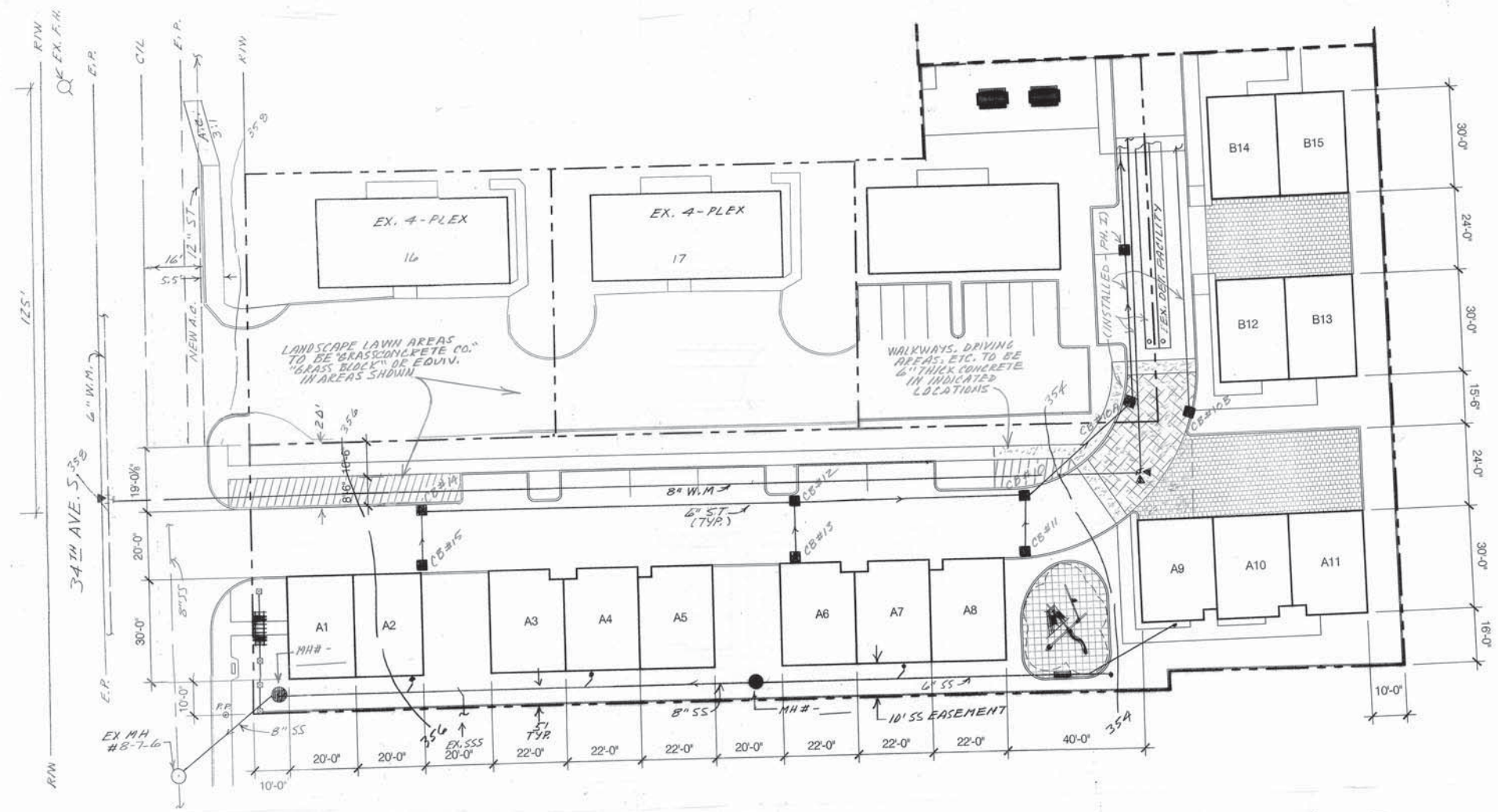




**SITE IMPROVEMENT PLAN**

**PHASE II**

34 Lot Townhouse Sub-Division  
 3429 S. 144th Street, Tukwila, WA 98168  
 PN's: 004000-0083, 004000-0087, 004000-0087,  
 004000-0088, 004000-0094, 639110-0000 and 639111-0000



**ROAD AND STORM SYSTEM PLAN (SHEET 2)**



10 MAY 10  
 13 OCT 10 BSM  
 18 JUN 18  
 26 SEP 18

**Bruce S. MacVeigh, P.E. - Civil Engineer**  
 14245 59th Avenue South  
 Tukwila, WA 98168  
 Office: (206) 242-7665 FAX: Same - call first.

Mike Overbeck  
 4620 S. 148th Street  
 Tukwila, WA 98168  
 (206) 293-6366

**SITE IMPROVEMENT PLAN**  
 34 Lot Townhouse Sub-Division  
 3429 S. 144th Street  
 Tukwila, WA 98168  
 PN's: 004000-0083, 004000-0087,  
 004000-0088, 004000-0094, 639110-0000 and 639111-0000

DATE	APP'D	DESCRIPTION	REV
10 MAY 10	BSM	DESIGN	1
13 OCT 10	BSM	DESIGN	2
18 JUN 18	BSM	DESIGN	3
26 SEP 18	BSM	DESIGN	4







### 8.0 Incremental Storage Volumes

Table 5 and Table 6 provide incremental storage volumes for SC-310 and SC-740 chamber systems. This information may be used to calculate a detention/resention system's stage storage volume.

Product Specifications: 1.1, 2.2, 2.3, 2.4 and 2.6

**TABLE 5 - SC-310 Incremental Storage Volumes Per Chamber**  
Assumes 40% Stone Porosity. Calculations are Based Upon a 6-inch Stone Base Under the Chambers.

Depth of Water in System (ft)	Cumulative Chamber Storage (ft <sup>3</sup> )	Total System Cumulative Storage (ft <sup>3</sup> )
28	14.70	31.00
27	14.70	30.21
26	14.70	29.42
25	14.70	28.63
24	14.70	27.84
23	14.70	27.05
22	14.70	26.26
21	14.64	25.43
20	14.49	24.54
19	14.22	23.58
18	13.68	22.47
17	12.99	21.25
16	12.17	19.97
15	11.25	18.62
14	10.23	17.22
13	9.15	15.78
12	7.99	14.29
11	6.78	12.77
10	5.51	11.22
9	4.19	9.64
8	2.83	8.03
7	1.43	6.40
6	0	4.74
5	0	3.05
4	0	1.36
3	0	0
2	0	0
1	0	0

Note: Add 0.79 cu. ft. of storage for each additional inch of stone foundation.

**TABLE 6 - SC-740 Incremental Storage Volumes Per Chamber**  
Assumes 40% Stone Porosity. Calculations are Based Upon a 6-inch Stone Base Under the Chambers.

Depth of Water in System (ft)	Cumulative Chamber Storage (ft <sup>3</sup> )	Total System Cumulative Storage (ft <sup>3</sup> )
42	45.90	74.90
41	45.90	73.77
40	45.90	72.64
39	45.90	71.52
38	45.90	70.39
37	45.90	69.26
36	45.90	68.14
35	45.90	67.01
34	45.69	65.75
33	45.41	64.46
32	44.81	63.17
31	44.01	61.85
30	43.05	60.56
29	41.98	59.28
28	40.80	58.05
27	39.54	56.77
26	38.19	55.43
25	36.74	54.03
24	35.22	52.58
23	33.64	51.11
22	31.99	49.60
21	30.29	48.05
20	28.54	46.47
19	26.74	44.87
18	24.89	43.23
17	23.00	41.56
16	21.06	39.88
15	19.09	38.26
14	17.08	36.63
13	15.04	34.98
12	12.97	33.31
11	10.87	31.62
10	8.74	29.91
9	6.58	28.19
8	4.41	26.46
7	2.21	24.71
6	0	22.94
5	0	21.15
4	0	19.34
3	0	17.51
2	0	15.66
1	0	13.79

Note: Add 1.13 cu. ft. of storage for each additional inch of stone foundation.

14 Call StormTech at 888.892.2694 or visit our website at [www.stormtech.com](http://www.stormtech.com) for technical and product information.

### 12.0 Detail Drawings

Figure 13  
Plan View Detail - StormTech SC-740 Chamber (not to scale)

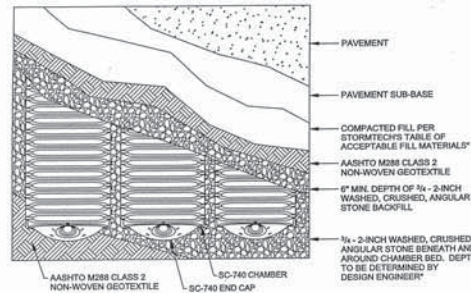
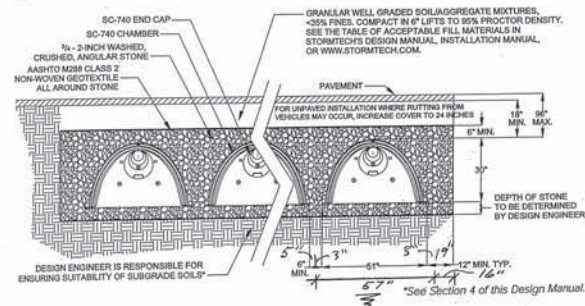
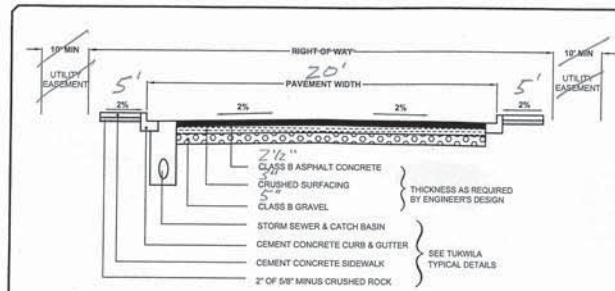


Figure 14  
Typical Cross Section Detail - StormTech SC-740 Chamber (not to scale)



Detail drawings available in AutoCad Rev. 14 format at [www.stormtech.com](http://www.stormtech.com).

18 Call StormTech at 888.892.2694 or visit our website at [www.stormtech.com](http://www.stormtech.com) for technical and product information.

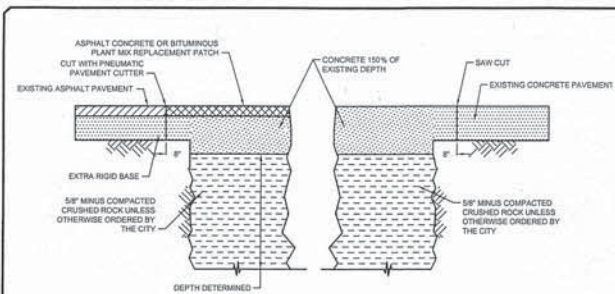


TYPE OF STREET	RIGHT-OF-WAY (FEET)	PAVEMENT WIDTH (FEET)
PUBLIC ARTERIAL	80-100	48-64
PRINCIPAL	60-80	36-54
MINOR	60	48
COLLECTOR	60	28-36
COMMERCIAL RESIDENTIAL	60	48
ACCESS	60	36
COMMERCIAL	50	28
RESIDENTIAL	50	28
ALLEY	20	15
CUL-DE-SAC	40	28
ROADWAY TURNAROUND	52 (DIA)	81 (DIA)
PRIVATE COMMERCIAL	40	28
RESIDENTIAL	20	20

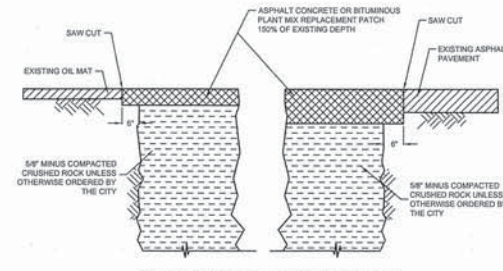
**NOTES:**

1. ALL SPECIFICATIONS SHALL MEET CURRENT WSDOT/APWA STANDARD SPECIFICATIONS FOR ROADS, BRIDGE, AND MUNICIPAL CONSTRUCTION.
2. SEE DETAIL RS-11 FOR THE SIDEWALK WIDTH.
3. STREET CLASSIFICATIONS ARE DESIGNATED BY ORDINANCE.
4. PAVEMENT SECTION MUST BE DESIGNED PER AASHTO FOR A MINIMUM OF HS20 LOADING.

City of Tukwila  
TYPICAL ROADWAY SECTION  
SHEET: RS-01  
REVISION #: 08.03 LAST REVISION: 04.08  
APPROVAL: BOB GIBERSON, CITY ENGINEER



TYPICAL PATCH FOR RIGID PAVEMENT

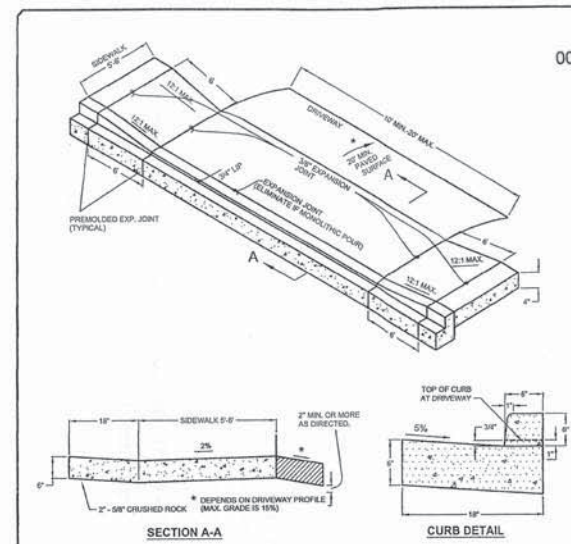


TYPICAL PATCH FOR FLEXIBLE PAVEMENT

**NOTES:**

1. ALL WORK TO CONFORM TO THE CURRENT WSDOT/APWA STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION.
2. A MINIMUM OF A ONE YEAR GUARANTEE IS REQUIRED ON ALL PAVEMENT PATCHING AND OVERLAYS.
3. CONTROLLED DENSITY FILL IN PLACE OF CRUSHED ROCK MATERIAL MAY BE REQUIRED IN CASES OF RECENT PAVEMENT OVERLAY, OR AS DIRECTED BY CITY ENGINEER.

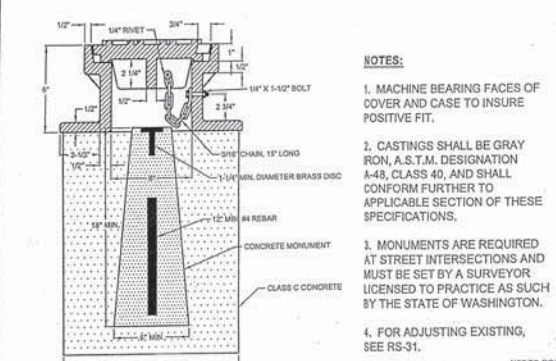
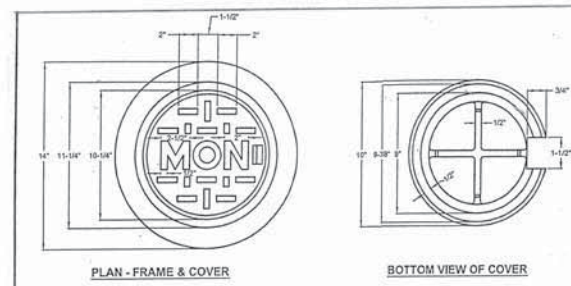
City of Tukwila  
PAVEMENT RESTORATION  
SHEET: RS-03  
REVISION #: 08.03  
APPROVAL: B. SHELTON



**NOTES:**

1. THIS ALTERNATE SHOULD BE USED ONLY AFTER STUDYING CLOSENESS OF DRIVEWAYS, DRAINAGE, TOPOGRAPHY, DRIVEWAY GRADES, RIGHT OF WAY, ETC.
2. CONCRETE SHALL BE CLASS 4000.
3. INSPECTION REQUIRED BEFORE PLACING CONCRETE. AT LEAST 24 HOUR NOTICE MUST BE GIVEN TO TUKWILA PUBLIC WORKS DEPARTMENT.
4. ALL DRIVEWAY APRONS SHALL BE A MINIMUM OF 6" THICK.
5. WHERE DRIVEWAY WIDTHS EXCEED 15', A 3/8" X 5-1/2" EXPANSION JOINT SHALL BE PLACED LONGITUDINALLY ALONG THE CENTERLINE.
6. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH APWA/WSDOT PLANS AND SPECIFICATIONS OR AS DIRECTED BY THE CITY OF TUKWILA.
7. AN ASPHALT APRON MAY BE USED IN AREAS WHERE NO CURB EXISTS.
8. REMOVAL OF EXISTING CONCRETE CURB, GUTTER OR SIDEWALK SHALL BE SAW CUT TO THE NEXT CONSTRUCTION JOINT.

City of Tukwila  
RESIDENTIAL DRIVEWAY  
ALTERNATE 3 OF 3  
SHEET: RS-08C  
REVISION #: 08.03 LAST REVISION: 04.08  
APPROVAL: BOB GIBERSON, CITY ENGINEER



**NOTES:**

1. MACHINE BEARING FACES OF COVER AND CASE TO INSURE POSITIVE FIT.
2. CASTINGS SHALL BE GRAY IRON, A.S.T.M. DESIGNATION A-48, CLASS 40, AND SHALL CONFORM FURTHER TO APPLICABLE SECTION OF THESE SPECIFICATIONS.
3. MONUMENTS ARE REQUIRED AT STREET INTERSECTIONS AND MUST BE SET BY A SURVEYOR LICENSED TO PRACTICE AS SUCH BY THE STATE OF WASHINGTON.
4. FOR ADJUSTING EXISTING, SEE RS-31.

City of Tukwila  
STREET MONUMENT  
W/ FRAME & COVER  
SHEET: RS-07  
REVISION #: 08.03 LAST REVISION: 04.08  
APPROVAL: BOB GIBERSON, CITY ENGINEER

# ROAD AND STORM SYSTEM PLAN (SHEET 3)

**SITE IMPROVEMENT PLAN**  
23 3/4 Lot Townhouse Sub-Division  
3429 S. 144th Street, Tukwila, WA 98168  
PN's: 004000-0083, 004000-0087, 004000-0087, 004000-0088, 004000-0094, 639110-0000 and 639111-0000

## PHASE II

**Bruce S. MacVeigh, P.E. - Civil Engineer**  
14245 59th Avenue South  
Tukwila, WA 98168  
Office: (206) 242-7665 FAX: Same - call first.

Millie Overbeck  
4620 S. 148th Street  
Tukwila, WA 98168  
(206) 285-6386

CLIENTS  
Mile Overbeck  
4620 S. 148th Street  
Tukwila, WA 98168  
(206) 285-6386

PHASE II

JOB NO	DATE	DESIGN	DRAWN	APP'D	DATE	SCALE	REV	DESCRIPTION
0819	08/19	BSM	BSM					



26 SEP 08  
4 DEC 08  
4 AUG 09  
10 MAY 10  
13 OCT 10



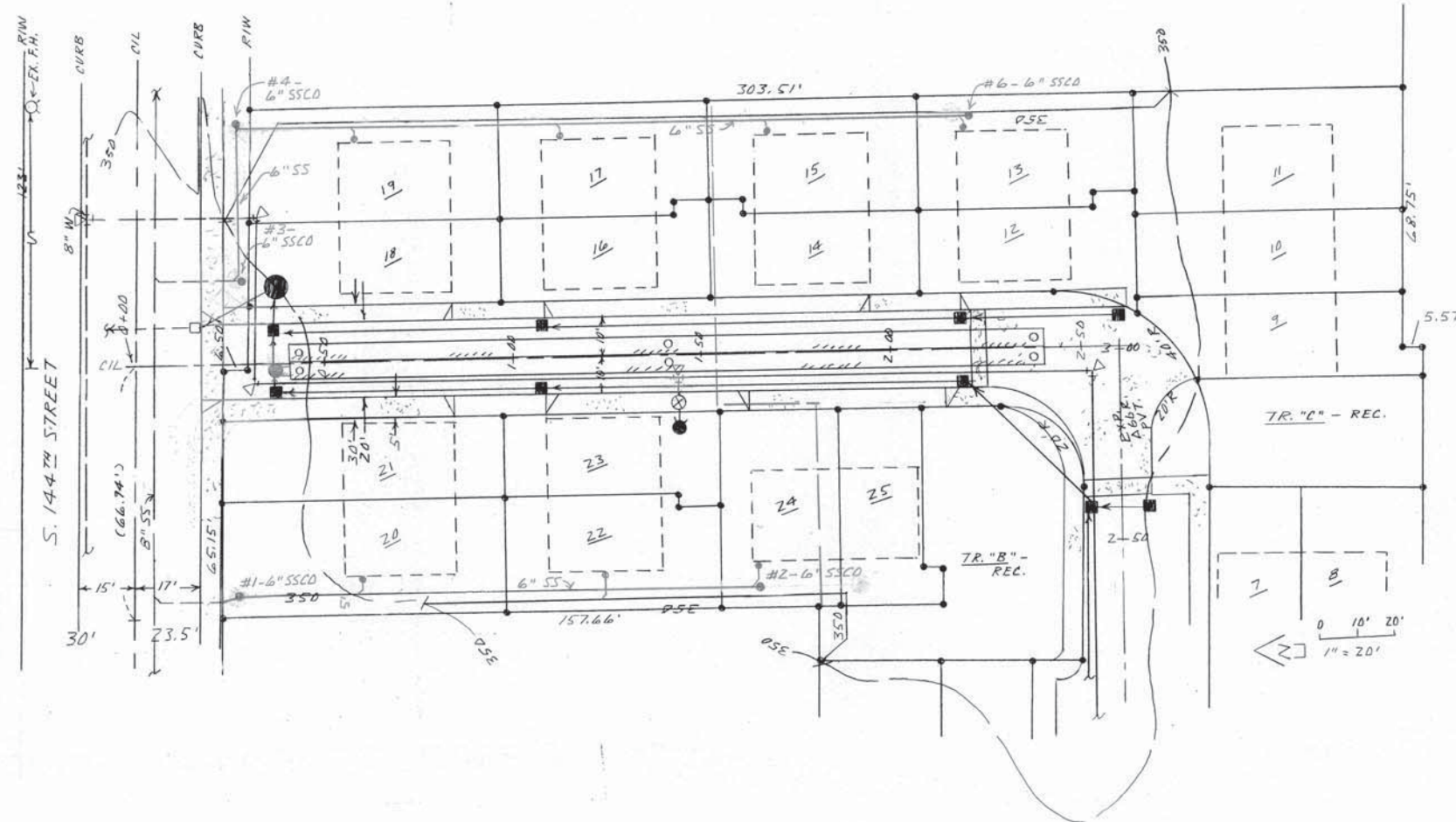




**SITE IMPROVEMENT PLAN**

**PHASE II**

23 34 Lot Townhouse Sub-Division  
 3429 S. 144th Street, Tukwila, WA 98168  
 PN's: 004000-0083, 004000-0087, 004000-0087,  
 004000-0088, 004000-0094, 639110-0000 and 639111-0000



*2 SEWERLINES;  
 ALL INSTALLED  
 IN PH I*

26 SEP 18



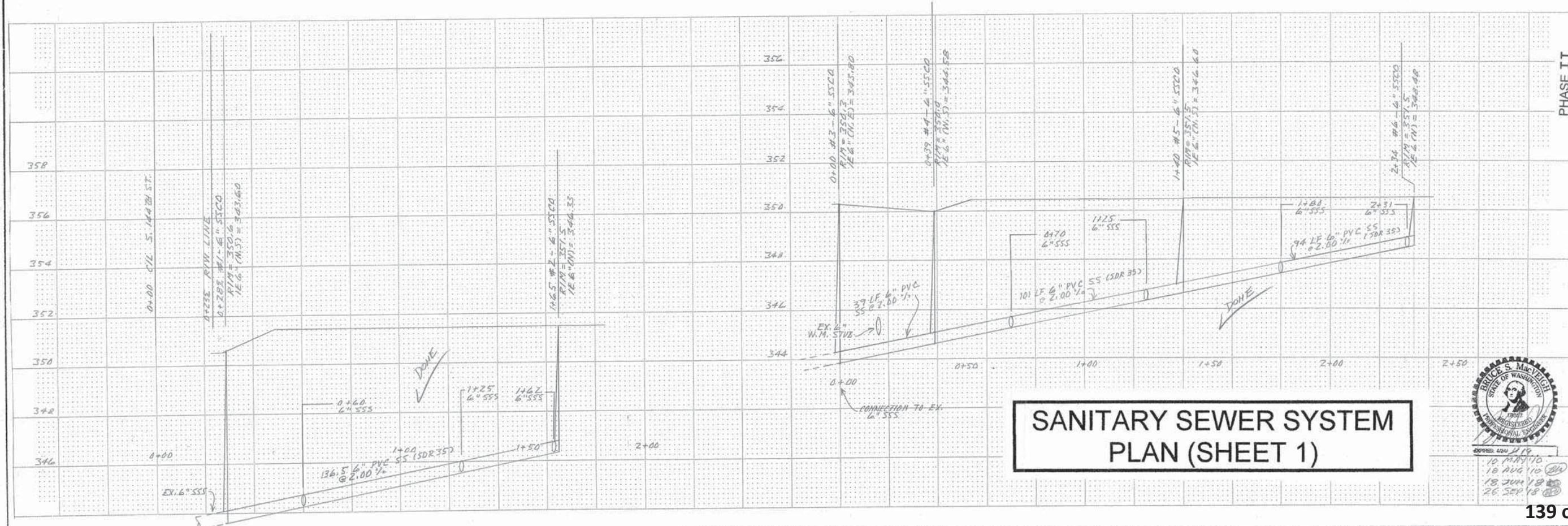
**Bruce S. MacVeigh, P.E. - Civil Engineer**  
 14245 59th Avenue South  
 Tukwila, WA 98168  
 Office: (206) 242-7665 FAX: Same - call first.

Mike Overbeck  
 4620 S. 148th Street  
 Tukwila, WA 98168  
 (206) 295-6356

CLIENT:

**SITE IMPROVEMENT PLAN**  
 23 34 Lot Townhouse Sub-Division  
 3429 S. 144th Street  
 Tukwila, WA 98168  
 PN's: 004000-0083, 004000-0087,  
 004000-0087, 004000-0088, 004000-0094,  
 639110-0000 and 639111-0000

**PHASE II**



**SANITARY SEWER SYSTEM  
 PLAN (SHEET 1)**



DATE: 26 SEP 18  
 18 JUN 18  
 10 MAY 18

REV	DESCRIPTION	DATE	APPD

JOB NO: 0819  
 DESIGNS: BSM  
 DRAWNS: BSM  
 APPDS:  
 DATE: 7 MAY 18  
 SCALE: 1" = 20'







**SITE IMPROVEMENT PLAN PHASE II**

23 31 Lot Townhouse Sub-Division  
 3429 S. 144th Street, Tukwila, WA 98168  
 PN's: 004000-0083, 004000-0087, 004000-0087,  
 004000-0088, 004000-0094, 639110-0000 and 639111-0000

**Bruce S. MacVeigh, P.E. - Civil Engineer**

14245 59th Avenue South  
 Tukwila, WA 98168  
 Office: (206) 242-7665 FAX: Same - call first.

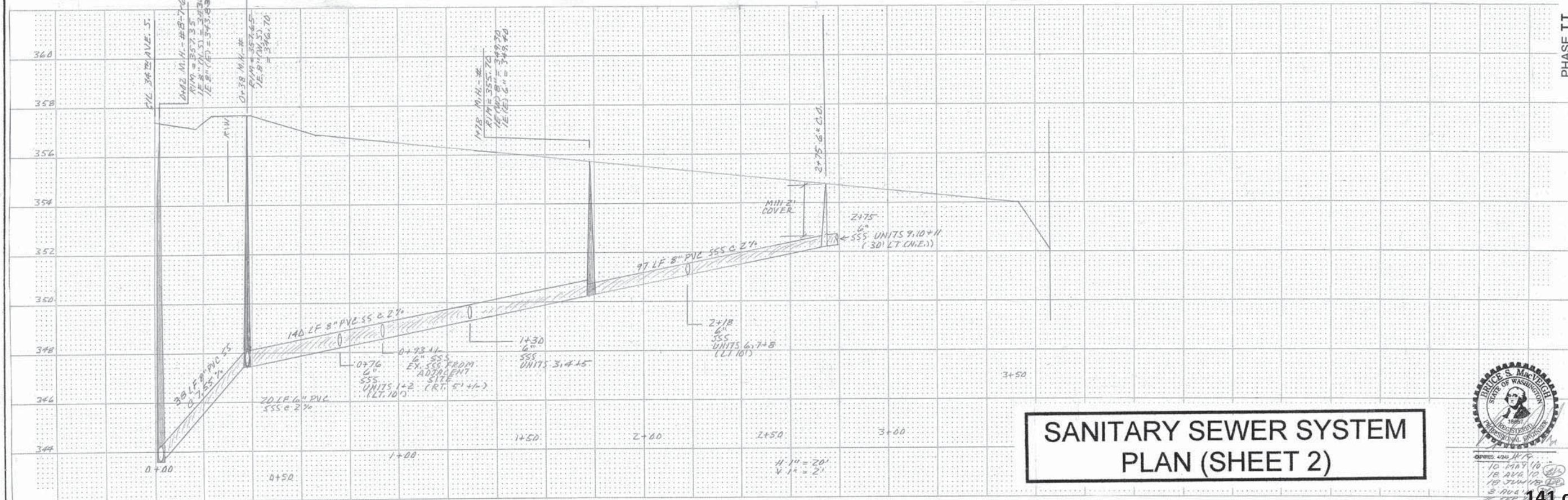
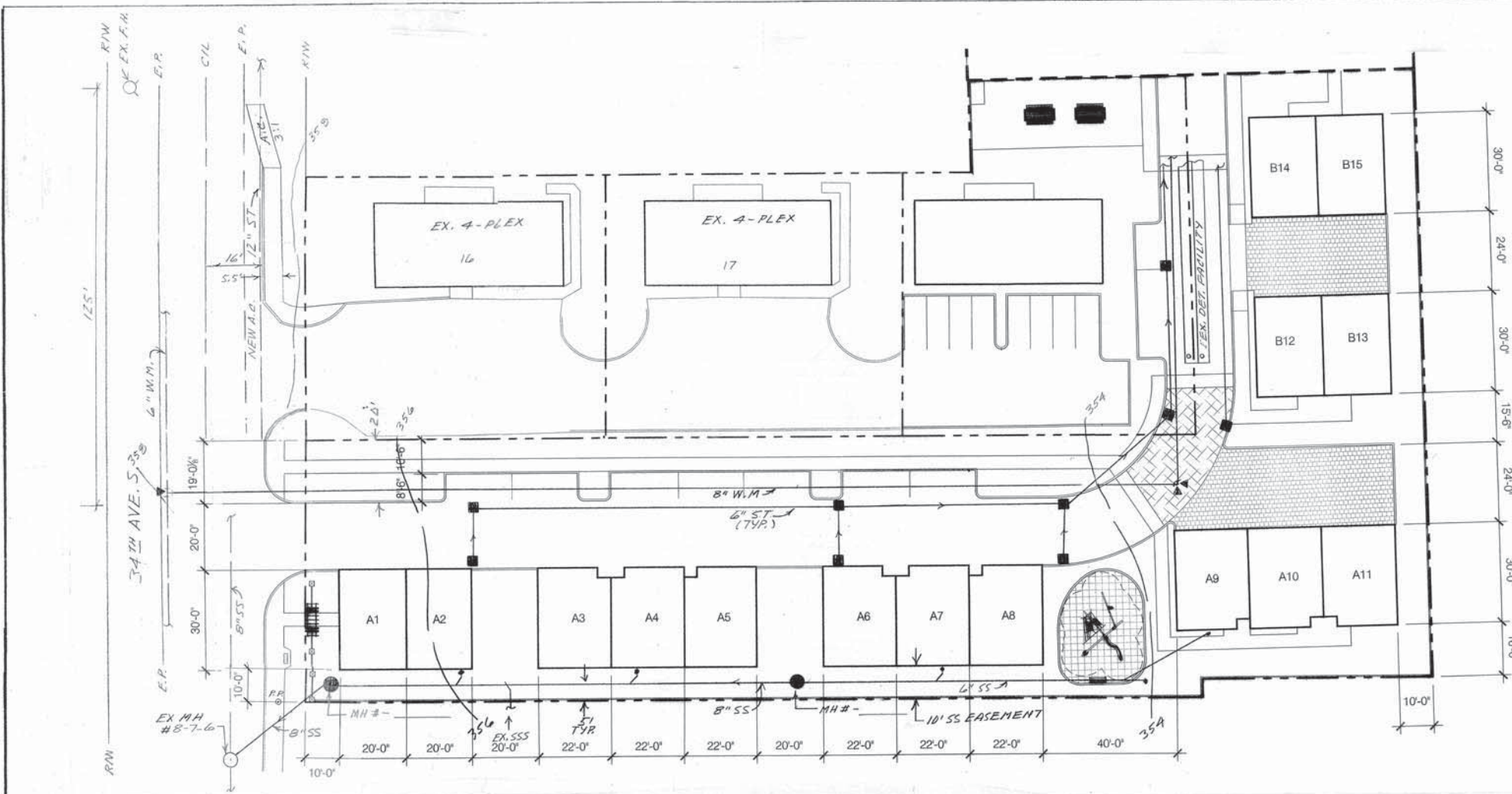
Mike Overbeck  
 4620 S. 148th Street  
 Tukwila, WA 98168  
 (206) 283-6356

CLIENTS

**SITE IMPROVEMENT PLAN PHASE II**  
 23 31 Lot Townhouse Sub-Division  
 3429 S. 144th Street  
 Tukwila, WA 98168  
 PN's: 004000-0083, 004000-0087,  
 004000-0087, 004000-0088, 004000-0088,  
 639110-0000 and 639111-0000

PHASE II

JOB NO:	DESIGN:	DRAWN:	APP'D:	DATE:	SCALE:	REV	DESCRIPTION	DATE	APP'D
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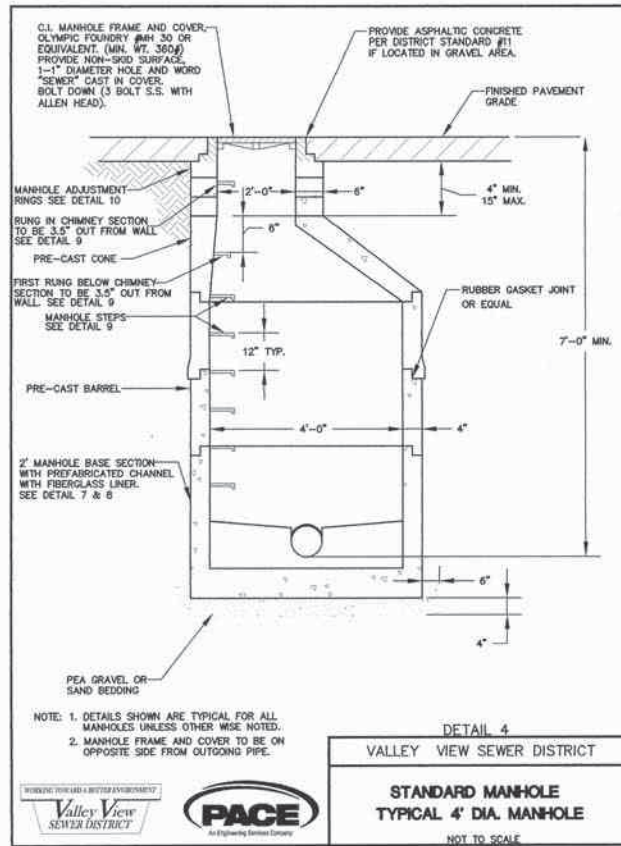
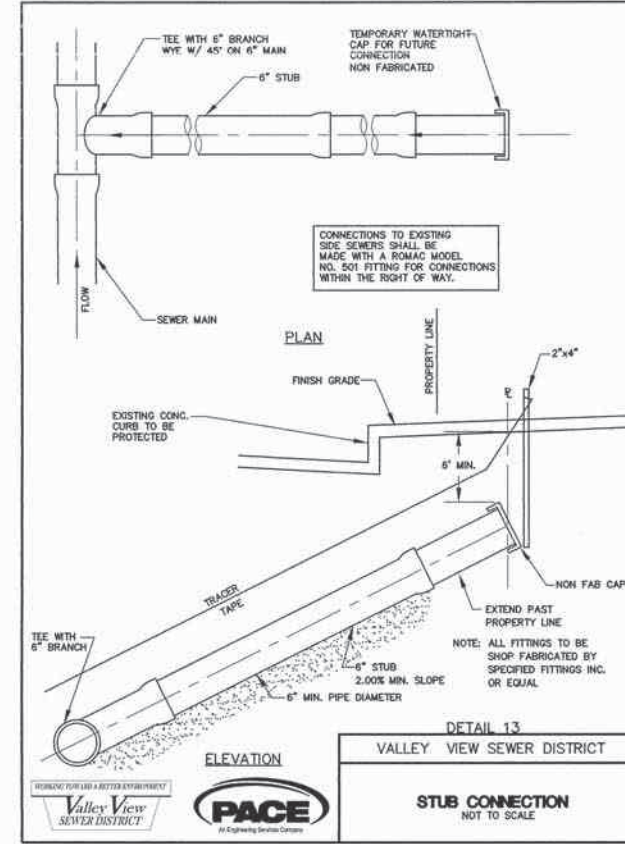
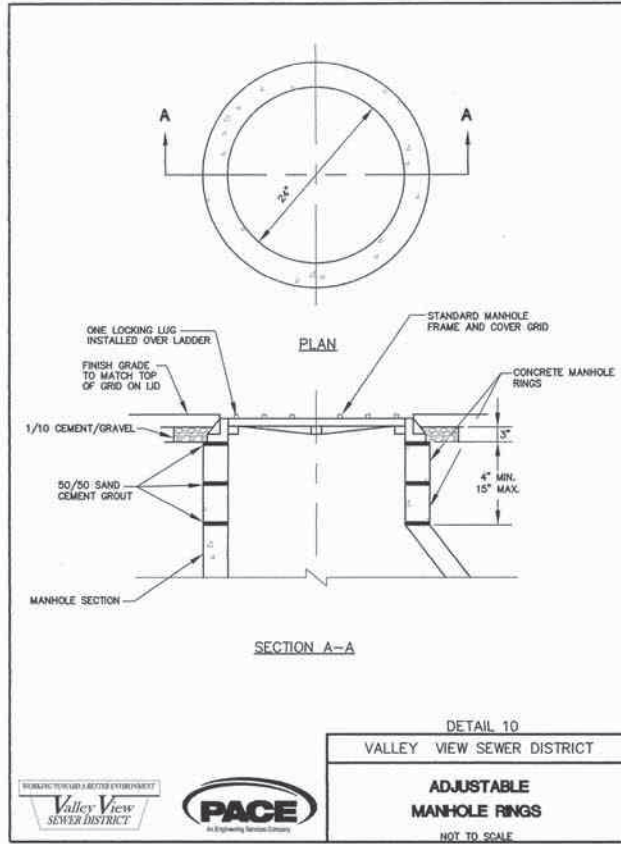
**SANITARY SEWER SYSTEM PLAN (SHEET 2)**



APPROVED FOR CONSTRUCTION  
 10/11/10  
 10/11/10  
 10/11/10  
 8/10/11  
 26/3/11







**SANITARY SEWER SYSTEM  
 PLAN (SHEET 3)**



10 MAY 10  
 10 AUG 10  
 18 JUN 10  
 8 JUL 10  
 26 SEP 10

**PHASE II**

<b>CLIENT:</b>	
Mike Overbeck 4620 S. 148th Street Tukwila, WA 98168 (206) 293-6356	Bruce S. MacVeigh, P.E. - Civil Engineer 14245 59th Avenue South Tukwila, WA 98168 Office: (206) 242-7665 FAX: Same - call first.
<b>SITE IMPROVEMENT PLAN</b>	
23 34 Lot Townhouse Sub-Division 3429 S. 144th Street Tukwila, WA 98168 PN's: 004000-0083, 004000-0087, 004000-0088, 004000-0094, 639110-0000 and 639111-0000	
JOB NO. 0817	DATE APPD.
DESIGN: BSM	REV.
DRAWN: BSM	DESCRIPTION
APP'D:	SCALE
DATE: 9 MAY 10	
SCALE: N/A	

11 of 14













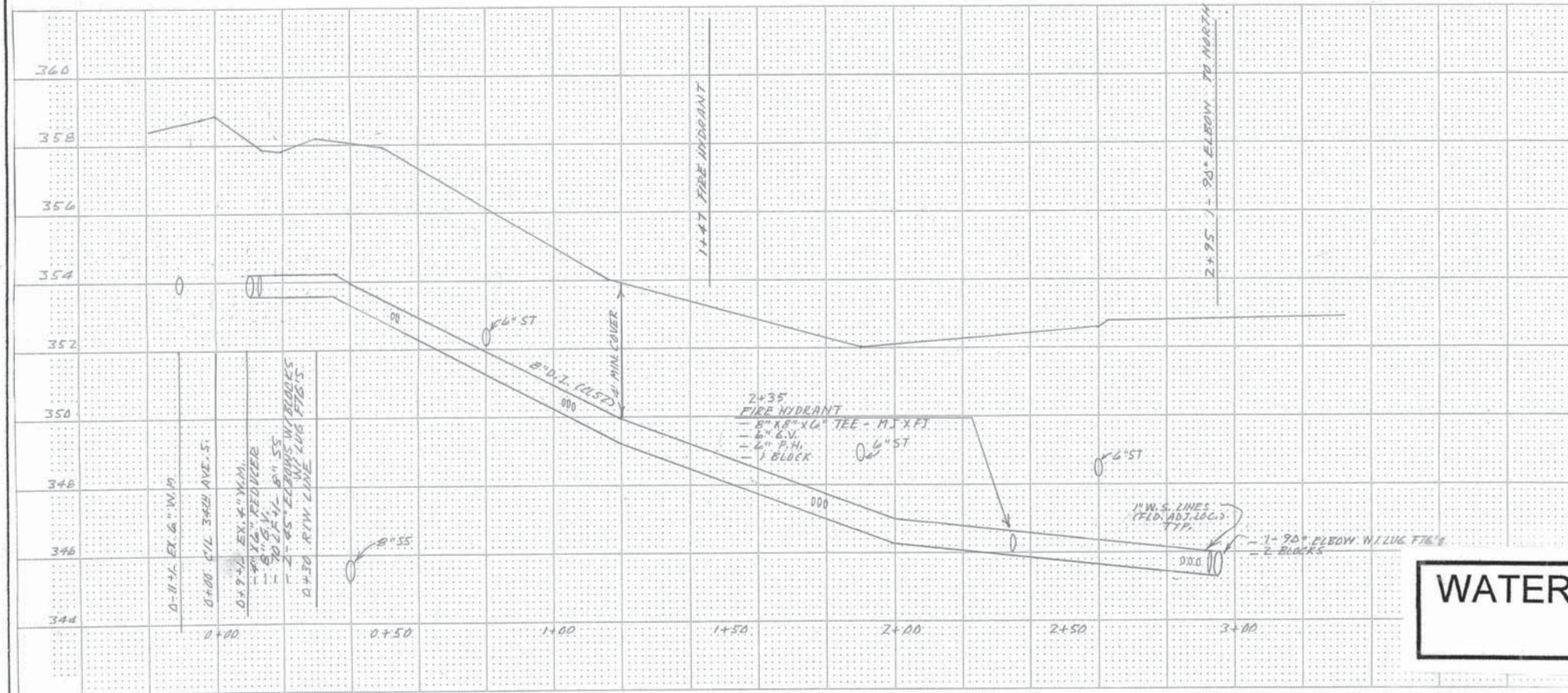
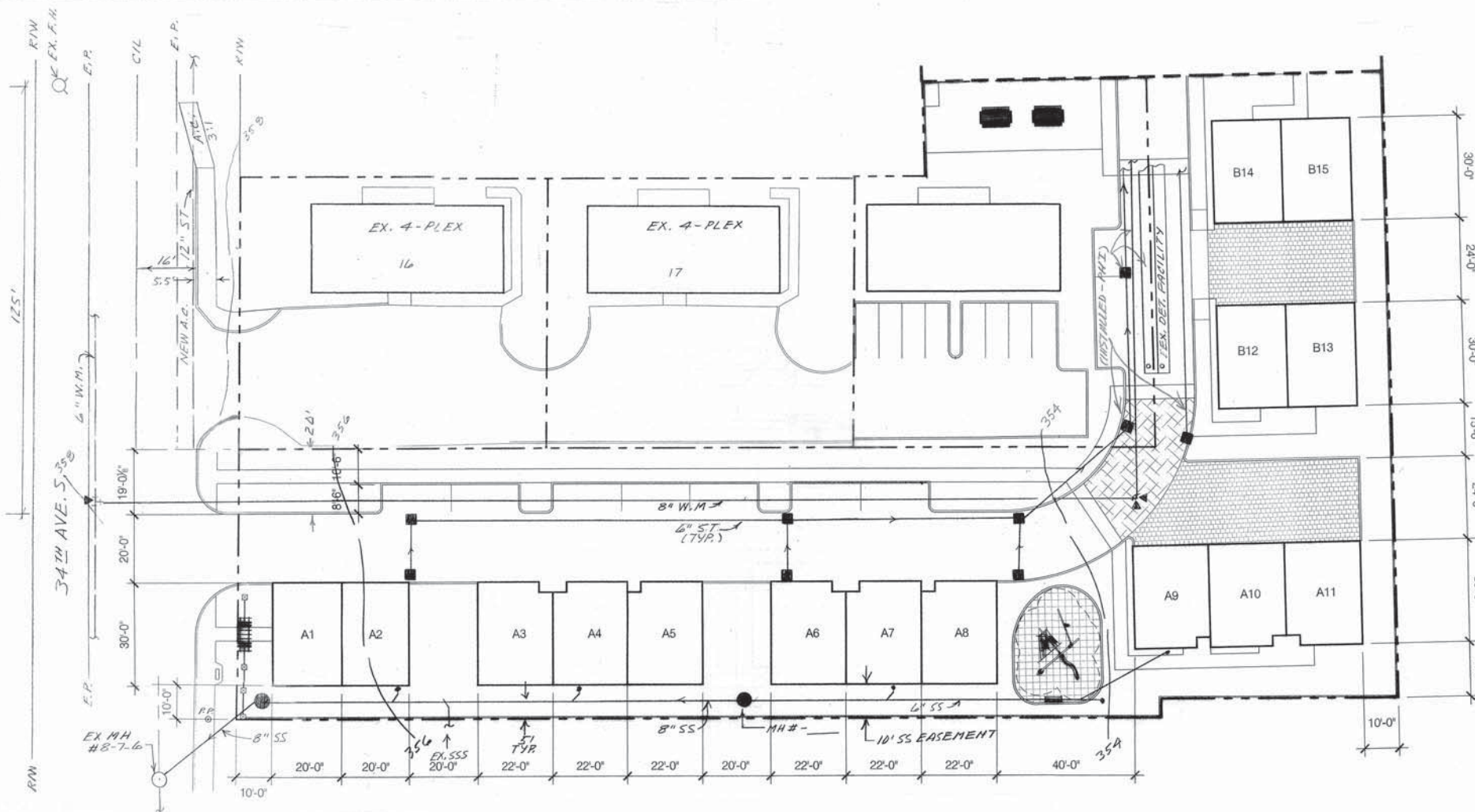
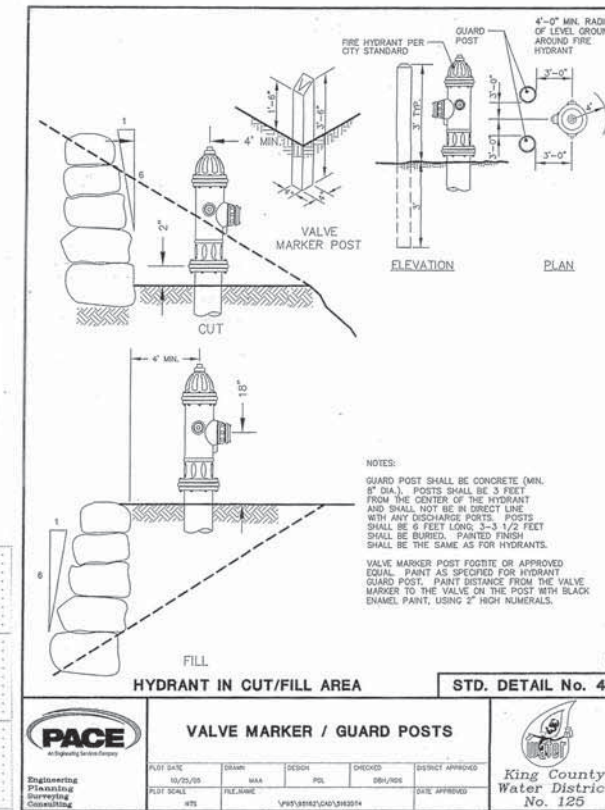


**SITE IMPROVEMENT PLAN**

**PHASE II**

23 31 Lot Townhouse Sub-Division  
 3429 S. 144th Street, Tukwila, WA 98168  
 PN's: 004000-0083, 004000-0087, 004000-0087,  
 004000-0088, 004000-0094, 639110-0000 and 639111-0000

- Note Reference Water Services to Buildings:
1. All taps and water service lines from the water main to meter boxes to be 1 inch diameter.
  2. Upon completion of fire flow tests for newly installed on-site fire hydrants, those buildings requiring interior fire sprinkler systems (as determined by the Tukwila Fire Department) will be fitted with 1 inch meters and bases. Those not requiring sprinkler systems will be fitted with 3/4 inch meters and bases.
  3. All water service lines from the meters to the buildings to be 1 inch diameter.
  4. All specifications for the above to be per current Water District #125 criteria and standard details.



**Bruce S. MacVeigh, P.E. - Civil Engineer**  
 14245 59th Avenue South  
 Tukwila, WA 98168  
 Office: (206) 242-7665 FAX: Same - call first

Mike Overbeck  
 4820 S. 148th Street  
 Tukwila, WA 98168  
 (206) 293-6356

**SITE IMPROVEMENT PLAN**  
 23 31 Lot Townhouse Sub-Division  
 3429 S. 144th Street  
 Tukwila, WA 98168  
 PN's: 004000-0083, 004000-0087,  
 004000-0087, 004000-0088, 004000-0094,  
 639110-0000 and 639111-0000

JOB NO.	DATE	REV	DESCRIPTION
DESIGN	12/10/10	1	DESIGN
DRAWN	12/10/10	1	DRAWN
APP'D	12/10/10	1	APP'D
DATE	12/10/10	1	DATE
SCALE	1" = 20'		SCALE







**SITE IMPROVEMENT PLAN PHASE II**

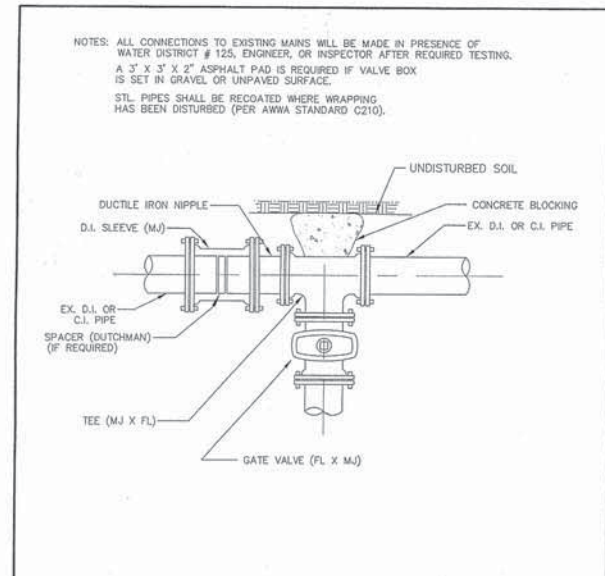
23 34-Lot Townhouse Sub-Division  
 3429 S. 144th Street, Tukwila, WA 98168  
 PN's: 004000-0083, 004000-0087, 004000-0087,  
 004000-0088, 004000-0094, 639110-0000 and 639111-0000

**Bruce S. MacVeigh, P.E. - Civil Engineer**  
 14245 59th Avenue South  
 Tukwila, WA 98168  
 Office: (206) 442-7665 FAX: Same - call first

Mike Overbeck  
 4820 S. 148th Street  
 Tukwila, WA 98168  
 (206) 283-6366

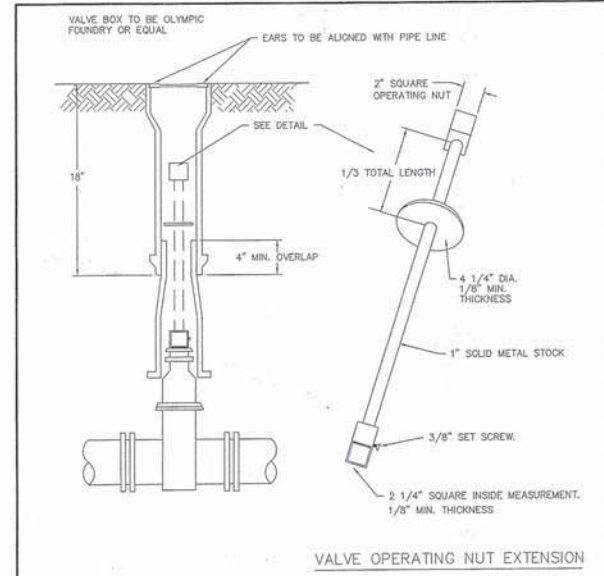
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 34 Lot Townhouse Sub-Division  
 3429 S. 144th Street  
 Tukwila, WA 98168  
 PN's: 004000-0083, 004000-0087,  
 004000-0088, 004000-0094,  
 639110-0000 and 639111-0000

**PHASE II**



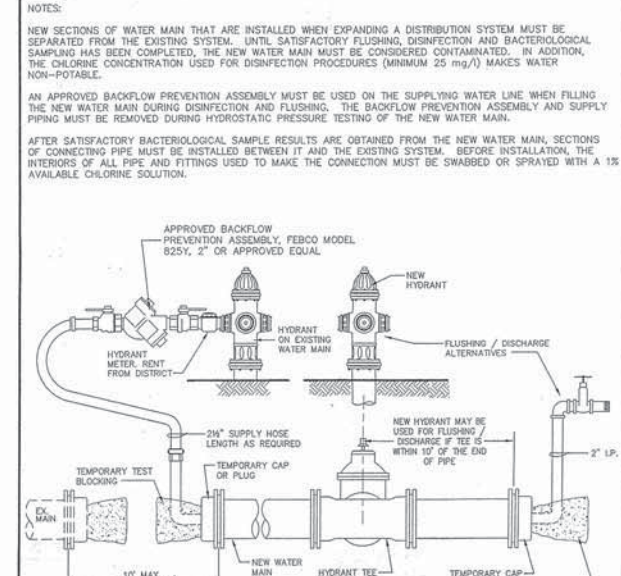
**STD. DETAIL No. 10**

<b>PACE</b> Engineering Planning Surveying Consulting	<b>CUT-IN USING SINGLE VALVE</b>						<b>King County Water District No. 125</b>
	PLT DATE 10/29/05	DRWN MMA	DESIGN PBL	CHECKED SM/RES	DISTRICT APPROVED	DATE APPROVED	
	PLT SCALE N/A	FILE NAME V:\P\050724\CD\050724					



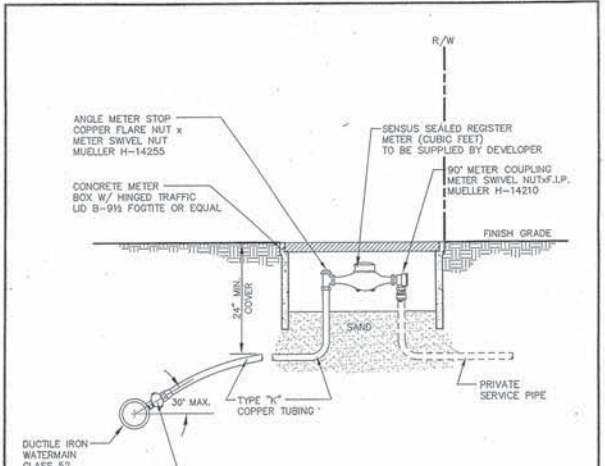
**STD. DETAIL No. 8**

<b>PACE</b> Engineering Planning Surveying Consulting	<b>VALVE EXTENSION DETAIL</b>						<b>King County Water District No. 125</b>
	PLT DATE 10/29/05	DRWN MMA	DESIGN PBL	CHECKED SM/RES	DISTRICT APPROVED	DATE APPROVED	
	PLT SCALE N/A	FILE NAME V:\P\050724\CD\050724					



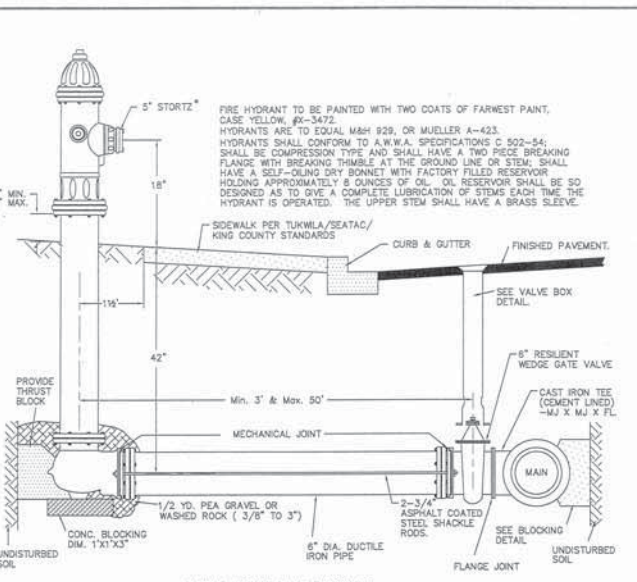
**STD. DETAIL No. 7**

<b>PACE</b> Engineering Planning Surveying Consulting	<b>WATER MAIN FILLING DETAIL</b>						<b>King County Water District No. 125</b>
	PLT DATE 10/29/05	DRWN MMA	DESIGN PBL	CHECKED SM/RES	DISTRICT APPROVED	DATE APPROVED	
	PLT SCALE N/A	FILE NAME V:\P\050724\CD\050724					



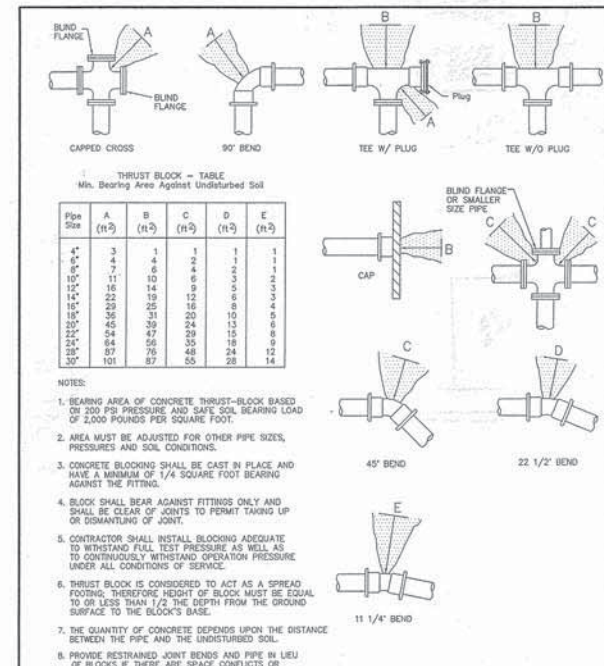
**STD. DETAIL No. 1**

<b>PACE</b> Engineering Planning Surveying Consulting	<b>3/4\"/&gt; </b>						<b>King County Water District No. 125</b>
	PLT DATE 10/29/05	DRWN MMA	DESIGN PBL	CHECKED SM/RES	DISTRICT APPROVED	DATE APPROVED	
	PLT SCALE N/A	FILE NAME V:\P\050724\CD\050724					



**STD. DETAIL No. 3**

<b>PACE</b> Engineering Planning Surveying Consulting	<b>FIRE HYDRANT ASSEMBLY DETAIL</b>						<b>King County Water District No. 125</b>
	PLT DATE 10/29/05	DRWN MMA	DESIGN PBL	CHECKED SM/RES	DISTRICT APPROVED	DATE APPROVED	
	PLT SCALE N/A	FILE NAME V:\P\050724\CD\050724					



**STD. DETAIL No. 5**

<b>PACE</b> Engineering Planning Surveying Consulting	<b>HORIZONTAL THRUST BLOCKING DETAIL &amp; TABLE</b>						<b>King County Water District No. 125</b>
	PLT DATE 10/29/05	DRWN MMA	DESIGN PBL	CHECKED SM/RES	DISTRICT APPROVED	DATE APPROVED	
	PLT SCALE N/A	FILE NAME V:\P\050724\CD\050724					

- WATER DISTRICT NO. 125 STANDARD NOTES:**
- APPROXIMATE LOCATIONS OF EXISTING UTILITIES HAVE BEEN OBTAINED FROM AVAILABLE RECORDS AND ARE SHOWN FOR CONVENIENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF LOCATIONS SHOWN AND FOR DISCOVERY OF POSSIBLE ADDITIONAL UTILITIES NOT SHOWN SO AS TO AVOID DAMAGE OR DISTURBANCE. THE CONTRACTOR SHALL CONTACT THE UTILITIES UNDERGROUND LOCATION CENTER (1-800-424-5555) PRIOR TO CONSTRUCTION. THE OWNER OR HIS REPRESENTATIVE SHALL BE CONTACTED IF A UTILITY CONFLICT EXISTS.
  - CONTRACTOR SHALL NOTIFY THE DISTRICT ENGINEER A MINIMUM OF 48 HOURS IN ADVANCE OF ALL REQUESTS FOR STAKING, TESTING OR INSPECTION. CONTRACTOR IS RESPONSIBLE FOR CONTROL AT THE TIME OF STAKING.
  - CONTRACTOR SHALL FURNISH SHOP DRAWINGS FOR APPROVAL WHERE REQUIRED BY THE DETAIL SPECIFICATIONS AND FOR VARIATION FROM THE ENGINEER'S DESIGN.
  - CONTRACTOR SHALL INSTALL EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, WD #125 SPECIFICATIONS, AND (CITY OF TUKWILA / CITY OF SEATAC / KING COUNTY) STANDARDS.
  - ALL WATERMAIN PIPE SHALL BE DUCTILE IRON CLASS 52, PUSH-ON JOINT OR MECHANICAL JOINT, CEMENT LINED (ANSI A21.4), EXTERIOR COATED WITH COAL TAR VARNISH. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. ALL FITTINGS SHALL BE CAST IRON AND SHALL CONFORM TO APPLICABLE PORTIONS OF ANSI STANDARD A21.10, A21.11, B16.2, B16.4 AND A21.53, WITH A MINIMUM PRESSURE RATING OF 150 PSI AND WILL BE CEMENT LINED.
  - ALL GATE VALVES TO BE MUELLER. ALL HYDRANTS TO BE MUELLER (ALL HYDRANTS IN CITY OF SEATAC TO BE IOWA).
  - CUT-INS AND LIVE TAPS TO BE MADE BY CONTRACTOR. WD #125 SUPERINTENDENT, ENGINEER AND (CITY OF TUKWILA / CITY OF SEATAC / KING COUNTY) INSPECTOR MUST BE NOTIFIED 48 HOURS IN ADVANCE.
  - CAST IRON MECHANICAL JOINT SLEEVE COUPLINGS REQUIRED.
  - TAPPING SLEEVES SHALL BE MUELLER CAST IRON, JCM EPOXY COATED STEEL, OR ROMAC SST WITH STAINLESS STEEL FLANGE.
  - CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING PIPE TYPES AND SIZES FOR COUPLINGS, CONNECTIONS, CUT-INS, AND LIVE TAPS.
  - 3/4\"/>
  - DEVELOPER TO PAY FOR STATE, COUNTY AND CITY INSPECTION FEES.
  - ALL METER LOCATIONS TO BE COORDINATED WITH WATER DISTRICT NO. 125 SUPERINTENDENT.
  - ALL EXISTING FIRE HYDRANTS AND MAINS TO BE OPERATIONAL PRIOR TO COMMENCEMENT OF CONSTRUCTION.
  - NO CHANGES ARE TO BE MADE WITHOUT WRITTEN APPROVAL BY THE WD #125 SUPERINTENDENT OR DISTRICT ENGINEER AND THE CITY OF TUKWILA / SEA TAC / KING COUNTY PUBLIC WORKS ENGINEER.
  - REFER TO WD #125 CONDITIONS AND STANDARDS, AND TO THE (CITY OF TUKWILA / CITY OF SEATAC / KING COUNTY) STANDARD SPECIFICATIONS FOR ALL REMAINING NOTES AND DETAILS.
  - PROVIDE 3/4\"/>
  - MAXIMUM ALLOWABLE OPEN TRENCH SHALL BE 8\"/>
  - STOCKPILES SHALL BE COVERED DURING ALL PERIODS OF PRECIPITATION.

- MODIFIED PROCTOR COMPACTION AND MOISTURE CONTROL TESTS REQUIRED AND COPIES OF TEST REPORTS SUBMITTED TO THE DISTRICT ENGINEER. ALL COMPACTION UNDER PAVED AND TRAFFIC AREAS SHALL BE 95% MAXIMUM DENSITY MODIFIED PROCTOR PER ASTM D-1557. ALL OTHER AREAS TO BE 90% MAXIMUM DENSITY MODIFIED PROCTOR.
  - ALL VALVES, FIRE HYDRANTS AND SERVICES TO THE METER STOP TO BE INCLUDED AS PART OF ALL PRESSURE AND PURITY TESTS. NO EXCEPTIONS.
  - TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH (CITY OF TUKWILA / CITY OF SEATAC / KING COUNTY) REQUIREMENTS.
  - ALL PIPE AND APPURTENANCES TO BE TESTED WITHIN 10 FEET OF ANY CONNECTION POINTS UNLESS OTHERWISE APPROVED BY ENGINEER.
  - CONCRETE THRUST BLOCKING SHALL BE PROVIDED AT ALL BENDS, TEES, OR OTHER APPURTENANCES WHERE INTERNAL FORCES REQUIRE RESTRAINT. BLOCKING SHALL BE IN ACCORDANCE WITH WATER DISTRICT NO. 125 STANDARDS. RESTRAINED JOINT PIPE AND BENDS SHALL BE USED IN LIEU OF BLOCKS WHERE THERE ARE UTILITY PROXIMITY CONFLICTS OR WHERE BEARING SOIL HAS BEEN DISTURBED.
  - ALL BENDS INSTALLED AS PART OF CONNECTIONS TO EXISTING MAINS SHALL BE RESTRAINED WITH "MEGA-LUG" RETAINER GLANDS AND PROVIDED WITH THRUST BLOCKS.
  - THE TESTING AND DISINFECTION OF THE WATER SYSTEM SHALL BE WITNESSED BY WATER DISTRICT NO. 125.
- ADD THE FOLLOWING NOTES WHEN WORKING IN THE CITY OF SEATAC:**
- CONTRACTOR TO OBTAIN CITY OF SEATAC CONSTRUCTION PERMIT PRIOR TO STARTING ANY WORK WITHIN THE RIGHT-OF-WAY AND SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL TERMS AND CONDITIONS OF RIGHT-OF-WAY PERMIT.
  - CONTRACTOR TO NOTIFY SEATAC PUBLIC WORKS INSPECTOR A MINIMUM 48-HOURS PRIOR TO CONSTRUCTION STARTUP AND TO SCHEDULE ALL INSPECTION. INSPECTOR SHALL BE PRESENT DURING BACKFILL AND COMPACTION OPERATIONS.
  - ALL FIRE HYDRANTS AND/OR GUARD POSTS TO BE PLACED SO AS TO PROVIDE A MINIMUM OF 10' CLEARANCE TO FUTURE ROADWAY LIMITS.
  - NEW WATERLINE CONSTRUCTION TO MAINTAIN 4' MINIMUM SEPARATION TO PROPOSED STORM DRAIN LOCATION, OR CONSTRUCTION SHALL BE SCHEDULED TO FOLLOW STORM DRAIN INSTALLATION.

**WATER MAIN SYSTEM PLAN (SHEET 3)**



14 MAY 10  
 2 SEP 10  
 8 SEP 10  
 18 JUN 18  
 26 SEP 18

JOB NOS.	DESIGNS	DRWNS	APPS	DATE	SCALE	REV	DESCRIPTION
0519	0519	0519	0519	11/18	1/4\"/>		





*When Recorded, Return to:*

144<sup>th</sup> Street REO Partners, LLC  
13975 Interurban Ave S  
Tukwila, WA 98168

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DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS AND AGREEMENTS  
FOR  
OSTERLY PARK TOWNHOMES

Grantor: *144<sup>th</sup> St REO Partners, LLC and/or Michael D. Overbeck and Mengstab Tzegai*

Grantee: 144<sup>th</sup> Street REO Partners, LLC

Legal Description  
(Abbreviated): Osterly Park Townhomes, Lots 1 through 24

Complete on: EXHIBIT A

Assessor's Tax Parcel ID #: Phase II  
6433600100,6433600090,0040000083,6391110000

Reference Nos. of Documents Released or Assigned:



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**DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS AND AGREEMENTS  
FOR  
OSTERLY PARK TOWNHOMES**

**IT IS THE INTENT OF THE GRANTOR THAT THIS AGREEMENT SHALL NOT  
BE EXTINGUISHED BY THE DOCTRINE OF MERGER**

---

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is dated for reference purposes this \_\_\_ day of \_\_\_\_\_, 2018, and is made by Michael D. Overbeck, and/or 144<sup>th</sup> Street REO Partners, LLC, and Mengstab Tzegai (“Declarant”).

**RECITALS**

**A.** Declarant is the owner of the real property located in the City of Tukwila, King County, Washington, more particularly described on the attached **EXHIBIT A** ("Property").

**B.** Declarant desires to subject the Property to the provisions of this Declaration to create a residential community of twenty three (23) town-homes. Full build out of the Community will include 23 townhomes, all of which will be subject to this Declaration as amended during final subdivision approval for Phase II of the Osterly Park Townhomes ("Community").

Now, THEREFORE, Declarant hereby declares that the Property, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Property, and shall be binding on all persons having any right, title or interest in all or any portion of the Property, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

**ARTICLE 1.  
DEFINITIONS**

**1.1. WORDS DEFINED. THE FOLLOWING WORDS, WHEN USED IN THIS**



**DECLARATION (UNLESS THE CONTEXT SHALL PROHIBIT), SHALL HAVE THE FOLLOWING MEANINGS:**

**1.1.1. "Association"** shall mean the Osterly Park Townhomes Owners Association, a Washington nonprofit corporation, its successors and assigns to be formed.

**1.1.2. "Board of Directors" or "Board"** shall mean the appointed or elected board of directors of the Association having its normal meaning under Washington law.

**1.1.3. "Bylaws"** shall refer to the duly adopted Bylaws of the Association.

**1.1.4. "Common Areas"** shall mean all real and personal property, including easements which the Association owns or leases or in which it otherwise holds possessory or use rights, all for the common use and enjoyment of the Owners including, without limitation, those areas and facilities described on attached EXHIBIT B. **Common areas also include both Tract A, Common Areas Easements 1, 2 and 3.**

**1.1.5. "Common Expenses"** shall mean expenditures made by, or financial liabilities of, the Association which are related to the Common Areas and the general operation of the Association, including, without limitation, maintenance and repair of certain exterior portions of the residential improvements constructed on the Lots as provided herein, certain utilities and systems serving such improvements, landscaping maintenance for the Lots and allocations to reserves.

**1.1.6. "Community"** shall mean and refer to the Property described in EXHIBIT A, attached hereto, and all improvements to such Property including, without limitation, the townhomes constructed on the Lots.

**1.1.7. "Community-Wide Standard"** shall mean the standard of conduct, maintenance, or other activity as initially established by Declarant and as generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors.

**1.1.8. "Declarant"** shall mean and refer to 144<sup>th</sup> Street REO Partners, LLC, a New Mexico limited liability company, and its successors-in-title and assigns, provided, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon designation of a successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease.

**1.1.9. "Declarant Control Period"** shall mean the period of time during which Declarant is entitled to appoint the members of the Board. The Declarant Control Period shall expire on the first to occur of the following: (a) when Declarant owns less than 4 Lots for development and/or sale in the Community; (b) when, in its sole discretion, Declarant so determines in a notice recorded in the real property records of King County, Washington.



**1.1.10. "Declaration"** shall mean this Declaration of Covenants, Conditions, Restrictions and Easements for Osterly Park Townhomes, as it may be amended.

**1.1.11. "Governing Documents"** shall mean this Declaration, as it may be amended, the Articles of Incorporation and Bylaws of the Association and any rules and regulations adopted by the Association.

**1.1.12. "Lot"** shall mean any legally conveyable parcel of land within the Community, together with the improvements constructed thereon, which constitutes a residence, as shown on a plat recorded in the land records of King County, Washington. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title and interest of an Owner in the Common Areas, which shall include, without limitation, membership in the Association.

**1.1.13. "Mortgage"** means any mortgage, deed of trust and any and all other similar instruments used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation.

**1.1.14. "Mortgagee"** shall mean the holder of a Mortgage.

**1.1.15. "Occupant"** shall mean any Person occupying all or any portion of a residence or other property located within the Community for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

**1.1.16. "Owner"** shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

**1.1.17. "Person"** means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

**1.1.18. "Plat"** means that certain subdivision of the Property more particularly described on the attached **EXHIBIT A**.

**1.1.19. "Property"** shall mean the real property described in **EXHIBIT A** attached hereto.

**1.1.20. "Total Association Vote"** means all of the votes attributable to members of the Association (including votes of Declarant), and the consent of Declarant so long as Declarant owns any Property for development and/or sale in the Community.

1.1.21. "Townhome" shall mean and refer to any structure located on a Lot, which structure is designed and intended for use and occupancy as a residence by a single family.

**ARTICLE 2.  
PROPERTY SUBJECT TO THIS DECLARATION**

The Property which is, by the recording of this Declaration, subject to the covenants, conditions and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration is the real property described in EXHIBIT A, attached hereto and by reference made a part hereof.

**ARTICLE 3.  
ASSOCIATION**

3.1. **FORM OF ASSOCIATION.** The Association shall be a non-profit corporation formed under the laws of the State of Washington; provided that from and after the formation of such non-profit corporation, the rights and duties of the members of such corporation shall continue to be governed by the provisions of this Declaration.

3.2. **MEMBERSHIP.**

3.2.1. *Qualification.* Each Owner (including Declarant) shall be a member of the Association and shall be entitled to one membership for each Lot so owned; provided that if a Lot has been sold on contract, the contract purchaser shall exercise the rights of the Lot Owner for the purposes of the Association, this Declaration and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Lot shall be the sole qualification for membership in the Association.

3.2.2. *Transfer.* The Association membership of each Owner (including Declarant) shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon transfer of the title to said Lot, and then only to the transferee of title to such Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the new Owner of such Lot.

3.3. **VOTING.**

3.3.1. *Number of Votes.* The Association shall have two classes of voting membership:



(a) *Class A.* Class A members shall be all Owners with the exception of Declarant. Each Owner shall be entitled to one vote for each Lot owned.

(b) *Class B.* The Class B member shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon expiration of the Declarant Control Period.

3.3.2. *Voting Owner.* There shall be one (1) voting representative of each Lot. Declarant shall be considered an "Owner" and shall be the voting representative with respect to any Lot owned by Declarant. If a person (including Declarant) owns more than one Lot, the person shall have the votes for each Lot owned. The voting representative shall be designated by the Owner but need not be an Owner. The designation shall be revocable at any time by actual notice to the Association from a party having an ownership interest in a Lot, or by actual notice to the Association of the death or judicially declared incompetency of any person with an ownership interest in the Lot. This power of designation and revocation may be exercised by the guardian of an Owner, and the administrators or executors of an Owner's estate. Where no designation is made, or where a designation has been made but is revoked and no new designation has been made, the voting representative of each Lot shall be the group composed of all of its Owners.

3.3.3. *Joint Owner Disputes.* The vote of a Lot must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their votes shall be cast, they shall lose their right to vote on the matter in question. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

3.3.4. *Pledged Votes.* If an Owner is in default under a first Mortgage on a Lot for ninety (90) consecutive days or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the Owner has pledged his or her vote on all issues to the Mortgagee during the continuation of the default. If the Association has been notified of any such pledge to a Mortgagee, or in the event the record Owner or Owners have otherwise pledged their vote regarding special matters to a Mortgagee under a fully recorded mortgage, or to the vendor under a duly recorded real estate contract, only the vote of such Mortgagee or vendor will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Association. Amendments to this Section shall only be effective upon the written consent of all of the voting Owners and their respective Mortgagees and vendors, if any.

3.4. MEETINGS, AUDITS, NOTICES OF MEETINGS.

3.4.1. *Annual Meetings, Audits.* There shall be an annual meeting of the Owners in the first quarter of each calendar year, or such other fiscal year as may be adopted by the Association, at such reasonable place and time as may be designated by written notice of the Association delivered to the Owners no less than fourteen (14) nor more than sixty (60) days prior to the date fixed for said meeting. At the annual meeting, there shall be presented a report of the itemized receipts and disbursements for the preceding fiscal year, and allocation thereof to each Owner, and the estimated expenses, if any, for the Association for the coming fiscal year. Any Owner, at the Owner's own expense, may at any reasonable time make an audit of the books of the Association.

3.4.2. *Special Meetings.* Special meetings of the Owners may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the Owners, or for any other reasonable purpose. Such meeting shall be called by the petition of Owners holding not less than 10% of the Class A votes or as otherwise provided in the Bylaws. Such notice shall be delivered not less than fourteen (14) nor more than sixty (60) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting and, in general, the matters to be considered.

3.4.3. *Quorum Requirements for Association Meeting.* At all meetings of the Owners, 25% of the Owners present in person or by proxy shall constitute a quorum. A majority of Owners present and entitled to vote, either in person or by proxy, shall be sufficient for the passage of any motion or the adoption of any resolution, except in connection with amendment or repeal of this Declaration. If the required quorum is not present, another meeting may be called subject to the requirement of written notice sent to all members at least ten (10) days in advance of such meeting. In the absence of a quorum of a members' meeting, a majority of those present in person or by proxy may adjourn the meeting to another time but may not transact any other business. An adjournment for lack of a quorum shall be to a date not less than five (5) nor more than thirty (30) days from the original meeting date.

3.5. BYLAWS OF ASSOCIATION.

3.5.1. *Adoption of Bylaws.* Bylaws for the administration of the Association and the Property, and for other purposes not inconsistent with the intent of this Declaration shall be adopted by the Declarant as the original Owner of the Lots. Subsequent amendments may be adopted by the Association as provided therein.

3.5.2. *Bylaws Provisions.* The Bylaws shall contain provisions substantially as provided for in this Article 3 and in Article 4, and may contain supplementary, not inconsistent, provisions regarding the operation and administration of the Property. The Bylaws shall establish the provisions for quorum, ordering of



meetings, and details regarding the giving of notices as may be required for the proper administration of the Association and the Community.

**ARTICLE 4.**  
**MANAGEMENT OF THE ASSOCIATION**

**4.1. INTERIM BOARD OF DIRECTORS.** Until expiration of the Declarant Control Period, the affairs of the Association shall be governed by a board of three (3) directors (who need not be Lot Owners) named by Declarant from time to time or as otherwise provided in the Bylaws.

**4.2. MANAGEMENT BY ELECTED BOARD OF DIRECTORS.** Upon expiration of the Declarant Control Period, administrative power and authority shall vest in a board of three (3) directors elected from among the Owners. The Board may delegate all or any portion of its administrative duties to a manager, managing agent, or officer of the Association. All Board positions shall be open for election at said organizational meeting. The Board shall elect from among its members, a president (who shall preside over meetings of the Board and the meetings of the Association), a secretary and a treasurer, all of which officers shall have such duties and powers as may be specified by the Board from time to time.

**4.3. AUTHORITY AND DUTIES OF THE BOARD.** The Board, for the benefit of the Community and the Owners, shall enforce the provisions of this Declaration, shall have all powers and authority permitted to the Board under this Declaration, and shall acquire and shall pay for out of the Common Expense fund hereinafter provided for, all goods and services requisite for the proper functioning of the Community. Without limitation, the Board shall have the following powers and authority:

**4.3.1. Assessments.** The establishment and collection of Assessments pursuant to Article 5 of this Declaration.

**4.3.2. Services.** Obtaining the services of persons or firms as required to properly manage the affairs of the Community to the extent deemed advisable by the Board, including legal and accounting services, property management services, as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Community.

**4.3.3. Utilities.** Obtaining all utility services (i) commonly metered (if any) for the Townhomes and providing for the submetering of such utilities for payment by the Owners where applicable and (ii) as necessary for the Common Area utilities, landscape irrigation, and lighting.

**4.3.4. Insurance.** Obtaining and paying for policies of insurance or bonds as provided by this Declaration.

4.3.5. Maintenance/Repair. Performing and paying for maintenance, repair, replacement of Common Areas and Exterior Maintenance.

#### 4.4. BOARD ORGANIZATION AND OPERATION.

4.4.1. *Election of Board of Directors and Terms of Office.* Upon expiration of the Declarant Control Period, the Owners shall elect two (2) Directors for two (2) year terms and one (1) Director for a one (1) year term to assure that the expiration dates for the term of the Board members are staggered. Thereafter, all Directors shall be elected for two (2) year terms.

4.4.2. *Vacancies.* Vacancies in the Board caused by any reason other than the removal of a Board member by a vote of the Association shall be filled by vote of the majority of the remaining Board members, even though they may constitute less than a quorum; and each person so elected shall be a Board member until a successor is elected at the next annual meeting of the Association.

4.4.3. *Removal of Board Members.* At any regular meeting or at any special meeting called for that purpose, any one or more of the Board members may be removed with or without cause, by a majority of all of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Board member whose removal has been so proposed by the Owners shall be given an opportunity to be heard at the meeting. Notwithstanding the above, until the organizational meeting, only Declarant shall have the right to remove a Board member.

4.4.4. *Organizational Meeting.* The first meeting of a newly elected Board shall be held immediately following the annual organizational meeting of the Association, and no notice shall be necessary to the newly elected Board members in order legally to constitute such meeting.

4.4.5. *Regular Meeting.* Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board members, but at least two such meetings shall be held during each fiscal year and one such meeting shall be held immediately following the annual meeting of Owners. Notice of regular meetings of the Board shall be given to each Board member as and when provided in the Bylaws.

4.4.6. *Special Meetings.* Special meetings of the Board may be called by the President or at least two Board members with notice given to each Board member as and when provided in the Bylaws.

4.5. PROFESSIONAL MANAGEMENT. Any contract with a professional manager for the Community (i) shall have a term no longer than one (1) year, (ii) may be renewed by agreement of the Association and the manager for successive one (1) year



periods and (iii) shall require the manager to carry insurance as deemed appropriate by the Board.

## ARTICLE 5 ASSOCIATION FINANCES

5.1. BUDGETING AND ALLOCATING COMMON EXPENSES. At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund. The budget shall reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots, and the amount to be generated through the levy of Base Assessments and Special Assessments against the Lots.

5.1.1. The Association is hereby authorized to levy Base Assessments equally against all Lots subject to assessment hereunder to fund the Common Expenses. In determining the Base Assessment rate per Lot, the Board may consider any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year. **Notwithstanding this Section, it is understood that Mengstab Tzegai and/or his successors and/or assigns shall be permanently exempt from any Associations, costs, charges, assessments, maintenance, or any other financial obligations to the Association in exchange for his contribution of land to the tract.**

5.1.2. Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy, which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. Payment of such subsidy in any year shall not obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

5.1.3. Within thirty (30) days after the adoption of a final budget by the Board, the Board shall send to each Owner a copy of the final budget, notice of the amount of the Base Assessment to be levied pursuant to such budget, and notice of a meeting to consider ratification of the budget. Such meeting shall be held not less than fourteen (14) nor more than sixty (60) days from the mailing of such materials. The budget and assessment shall be ratified unless disapproved at a meeting by Members representing at least 51% of the Total Association Vote. Such ratification shall be effective whether or not a quorum is present.

5.1.4. If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

5.1.5. The Board may revise the budget and adjust the Base Assessment ~~from time to time during the year, subject to the notice requirements and the right of the~~  
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Members to disapprove the revised budget as set forth above.



5.2. BUDGETING FOR RESERVES. The Board shall prepare and periodically review a reserve budget for the Common Areas and for Exterior Maintenance requirements. The reserve budget shall take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board shall include in the budget, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing.

5.3. SPECIAL ASSESSMENTS. In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Owners representing more than 50% of the Total Association Vote. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

5.4. SPECIFIC ASSESSMENTS. The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to Lots upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(b) to cover costs incurred in bringing the Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests, including any such costs related to maintenance, repair or replacement of the exteriors of improvements or of utilities or other systems serving such improvements; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this subsection (b).

5.5. AUTHORITY TO ASSESS OWNERS. Declarant hereby establishes and the Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in this Declaration. The obligation to pay assessments shall commence as to each Lot, after the Board first determines a budget and levies assessments, and after the Lot is first conveyed to an Owner by Declarant. The first annual Base Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

5.6. TIME OF PAYMENT. Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, annual assessments

may be paid in monthly or quarterly installments. If any Owner is delinquent in paying any assessments or other charges levied on the Owner's Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately.

5.7. OBLIGATION FOR ASSESSMENTS.

5.7.1. *Personal Obligation.* Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay all assessments authorized herein. All assessments, together with interest (computed from its due date at a rate of 12% per annum or such higher rate as the Board may establish, subject to the limitations of Washington law), late charges as determined by Board resolution, costs and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

(a) Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

(b) No Owner is exempt from liability for assessments by non-use of Common Areas, abandonment of the Owner's Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or setoff shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

(c) Upon written request, the Association shall furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

5.7.2. *Declarant's Option to Fund Budget Deficits.* During the Declarant Control Period, Declarant may satisfy its obligation for assessments, if any, on Lots which it owns either by paying such assessments in the same manner as any other Owner or by paying the difference between the amount of assessments levied on all other Lots subject to assessment and the amount of actual expenditures by the Association



during the fiscal year. Unless Declarant otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of Declarant's election, Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Declarant Control Period, Declarant shall pay assessments on its unsold Lots in the same manner as any other Owner.

5.8. LIEN FOR ASSESSMENTS. The Association shall have a lien against each Lot to secure payment of delinquent assessments, as well as interest, late charges (subject to the limitations of Washington law) and costs of collection (including attorneys' fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments and other levies which by law would be superior and (b) the lien or charge of any recorded first Mortgage (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment and judicial or non-judicial foreclosure.

5.8.1. The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

5.8.2. Sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure. The subsequent Owner to the foreclosed Lot shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 4.6, including such acquirer, its successors and assigns.

5.9. EXEMPT PROPERTY. The following property shall be exempt from payment of Base Assessments and Special Assessments:

(a) Any property dedicated or conveyed to and accepted by any governmental entity or public utility; and

(b) Property owned by the Association for the common use and enjoyment of such Associations' members.

5.10. CAPITALIZATION OF ASSOCIATION. Upon acquisition of record title to a Lot by the first Owner thereof other than Declarant, a contribution shall be made by or on

behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth of the annual Base Assessment per Lot for that year. This amount shall be in addition to, not in lieu of, the annual Base Assessment and shall not be considered an advance payment of such assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to this Declaration and the Bylaws.

## ARTICLE 6

### MAINTENANCE; CONVEYANCE OF COMMON AREAS TO ASSOCIATION

6.1. ASSOCIATION'S RESPONSIBILITY FOR COMMON AREAS. The Association shall maintain and keep in good repair the Common Areas. This maintenance shall include, without limitation, maintenance, repair and replacement of all landscaping including the maintenance of the irrigation system and improvements (Water District 125) situated on the Common Areas. **Common areas include Tract A, and Common Easement 1, 2, and 3.**

6.1.1 ASSOCIATION'S RESPONSIBILITY FOR STORM DRAINAGE SYSTEM. The storm drainage system was installed under Public Works permit number PW\_\_\_\_\_ and should be maintained to the current Operations and Maintenance Standards of the City of Tukwila.

6.2.1. Unless and until the Owners vote in favor of the Association providing such painting and roofing as part of the Exterior Maintenance, each Owner shall remain responsible for such maintenance on the Owner's Townhome.

6.2.2. No Owner may modify the exterior of their Townhome or the screens, doors, awnings or other portions of their Townhome visible from outside the Townhome without the prior written consent of the Board or in accordance with the rules and regulations of the Association. In particular, except as otherwise provided by law, no solar panel, radio or television antenna, satellite dish or other appliance may be installed on the exterior of a Townhome without the prior written consent of the Board which shall not be unreasonably withheld. The Owners shall not repaint, reroof or replace the glass or screens in the windows or doors of their Townhomes except with materials of similar color and quality to those originally installed or as otherwise approved pursuant to Section 7.3.

6.2.3. Exterior Maintenance shall be performed at such time as the Board considers necessary to preserve and protect the appearance and condition of the Townhomes within the Community.



6.3. OTHER ASSOCIATION MAINTENANCE PROVISIONS.

**6.3.1.** The Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community, where the Board has determined that such maintenance would benefit all Owners. Without limitation, such maintenance may include portions of any Lot that contribute to the overall appearance of the entrance to the Community or otherwise as reasonably determined by the Board.

6.3.2. In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, guests, lessees or invitees of any Owner, and is not covered or paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

6.3.3. All maintenance undertaken by the Association shall be performed consistent with the Community-Wide Standard.

6.4. OWNER'S RESPONSIBILITY. Except for the Exterior Maintenance undertaken by the Association pursuant to Section 6.2 above, each Owner is responsible for maintenance, repair and replacement of the Owner's Townhome, any portions of the Lot or improvements thereon not made subject to maintenance, repair and replacement by the Association herein. Each Owner shall, at the Owner's sole expense, keep the interior of the Owner's Townhome and its equipment, appliances and appurtenances in a clean and sanitary condition, free of rodents and pests, and good order, condition and repair and shall do all redecorating and painting at anytime necessary to maintain the good appearance and condition of the Townhome.

**6.4.1.** In the event that the Board of Directors of the Association determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary.

**6.4.2.** The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide

any such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

6.4.3 MAINTENANCE OF SHARED DRIVEWAYS. Each unit owner shall pay an equal pro rata share of driveway maintenance and repair expenses for the driveway specific to that unit owner. It is anticipated that every two buildings or (4) units shall each share a driveway so there will be two shared driveways for the initial (8) units and so on. Therefore, each unit owner shall be responsible for 25% of the expense(s) related to the maintenance and repair of each shared driveway specific to or belonging to that unit owner. Driveways not shared by the unit owner shall be shared amongst the unit owners which share each specific driveway.

6.5. CONVEYANCE OF COMMON AREAS BY DECLARANT TO ASSOCIATION. Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Areas to be maintained by the Association for the benefit of all or a part of its Members.

## ARTICLE 7 USE RESTRICTIONS AND RULES

7.1. GENERAL. The Board may, from time to time, without consent of the Members, promulgate, modify or delete other use restrictions and rules and regulations applicable to the Community so long as any such restrictions, rule or regulation is not contrary to the terms of this Declaration. Such use restrictions and rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified in a regular or special meeting by a majority of the Total Association Vote.

7.2. RESIDENTIAL USE. All Lots shall be used for residential purposes exclusively. No business or business activity shall be carried on, in or upon any Lot at any time except that an Owner or occupant of a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (b) the business activity conforms to all zoning requirements; (c) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Community; and (d) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the Board's sole discretion. This Section 7.2 shall not apply to any activity conducted by the Declarant or a builder approved by the Declarant with respect to its development and sale of any Lot.

7.3. ARCHITECTURAL STANDARDS. All Townhomes and other structures (including, without limitations, concrete or masonry walls, rockeries, fences or other structures) to be constructed within the Community, and all exterior alterations and repairs (including, but not limited to, reroofing or repainting) of any Townhomes or other structures on the Property must be approved by an Architectural Review Committee ("ARC") composed of three or more Owners designated from time to time in writing by the Board; provided, that so long as Declarant owns any Lots within the Community, Declarant at its option may exercise all of the rights and powers of the ARC under this



Section 7.3 including without limitation the appointment of members of the ARC. Complete plans and specifications of all proposed buildings, structures, and exterior alterations and repairs together with detailed plans showing the proposed location of the same on the particular Lot and other data requested by the ARC, shall be submitted to the ARC before construction, alteration or repair is started. This project was subject to City of Tukwila design review under permit numbers L08-076 and L12-005. Any major changes to the development shall be reviewed by the City.

**7.3.1.** The ARC will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the external design with proposed or existing structures on neighborhood residential Lots or building sites, and as to location of the building with respect to topography, finish grade elevation and building setback restrictions.

**7.3.2.** In the event the ARC fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, such approval will not be required.

**7.3.3.** All plans and specifications for approval by the ARC must be submitted in duplicate at least 30 days prior to the proposed construction or exterior alteration or repair starting date. The maximum height of any building shall be established by the ARC as part of the plan approval and shall be given in writing together with the approval.

**7.3.4.** The ARC may require that said plans or specifications shall be prepared by an architect or a competent house designer, approved by the ARC. One complete set of said plans and specifications shall in each case be delivered to and permanently left with the ARC. All buildings or structures shall be erected or constructed, and all exterior alterations or repairs made, by a contractor, house builder or other person or entity approved by the ARC. The ARC shall have the right to refuse to approve any design, plan or color for such improvements, construction, or exterior alteration or repair visible from a public street, Common Area or other Lot which is not suitable or desirable, in the ARC's reasonable opinion, aesthetic or otherwise.

**7.3.5.** In so passing upon such design, the ARC shall have the right to take into consideration the suitability of the proposed building or other structure, the material of which it is to be built, the exterior color scheme, the site upon which it is to be erected, the harmony thereof with the surroundings, and the effect or impairment that said structures will have on the view or outlook of surrounding building sites, and any and all factors, which, in the ARC's opinion, shall affect the desirability or suitability of such proposed structure, improvements, or exterior alteration or repair.

**7.3.6.** The ARC shall have the right to disapprove the design or installation any recreational structure or equipment, in the ARC's reasonable opinion, aesthetic or otherwise. In so passing upon such design or proposed installation, the ARC shall have the right to take into consideration the visual impact of the structure and the noise impact of the related activities upon all of the Lots

located in close proximity. Any enclosure or cover used in connection with such a recreational structure or equipment, whether temporary, collapsible, seasonal, or whatever, shall be treated as a permanent structure for the purpose of these covenants, and shall be subject to all the conditions, restrictions, and requirements as set forth herein for all buildings and structures.

7.3.7. The ARC shall have the right to require, at Owner's expense, the trimming (or, if deemed necessary by the ARC, removal) of any tree, hedge, or shrub on a Lot which the ARC determines is unreasonably blocking or interfering with the view or access to sunlight or another Lot.

7.3.8. Notwithstanding any provision contained in this Article, under no circumstance shall the ARC approve any action to construct, alter, restore or repair any structure, improvement, landscape, etc., which would be contrary to any condition of approval of the Plat of Osterly Park Townhomes as set forth under City of Tukwila subdivision file for the Plat.

7.3.9. Declarant (including any successor in interest to Declarant's status as Declarant) shall not be subject to the restrictions on this Section 7.3 as to any Lot owned by the Declarant.

7.4. SIGNS. Except as otherwise provided by RCW 64.38.034, no sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the Board. Notwithstanding the foregoing, the Board and the Declarant shall have the right to erect reasonable and appropriate signs. "For Sale" and "For Rent" signs and security signs consistent with the Community-Wide Standard and any signs required by legal proceedings may be erected upon any Lot. The provisions of this Section shall not apply to any Person holding a Mortgage who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.

7.5. OCCUPANTS BOUND. All provisions of the Governing Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

7.6. NUISANCE. Except for the exterior maintenance responsibilities of the Association, it shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her Lot. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the



occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. No plant or animal or device or thing of any sort shall be kept on any Lot whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law.

7.7. SUBDIVISION OF LOT. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots owned by Declarant. Any such division, boundary line change or replatting shall not be in violation of the applicable subdivision and zoning regulations.

7.8. FENCES. Except as originally installed by Declarant, no fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the ARC.

7.9. AIR-CONDITIONING UNITS. Except as may be permitted by the ARC, no air-conditioning units may be installed. Installation of any permitted air-conditioning unit shall be performed by a professional air-conditioning contractor licensed and bonded in the State of Washington.

7.10. LIGHTING. Except as may be permitted by the ARC, exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Lot or (b) seasonal decorative lights, subject to such restrictions as may be established by the Board. Common payment and maintenance shall be shared equally. Lighting hours of operation will be from 9pm to 6am.

7.11. MAILBOXES. All mailboxes serving the Lots shall be clustered in a kiosk style as originally installed by Declarant or as otherwise approved by the ARC.

7.12. PARKING. Unless kept within a garage, no inoperable vehicle, recreational vehicle, house trailer, mobile home, boat, trailer or commercial vehicle shall be parked within the Community overnight. In addition, no parking shall be allowed on the private streets within the Community at anytime, except within on-street guest parking spaces as shown on the Plat of Osterly Park Townhomes. Guest parking spaces are reserved for guests visiting an occupant or owner of a residence in the Osterly Park Townhomes; no owner or occupant of any townhome may park in the guest parking spaces. Guests shall be limited to a maximum parking time per space of 24 hours.

7.12(a) 6 of the 7 parking spaces on S 144<sup>th</sup> Lane are for use of the 23 townhome units. The most easterly 7<sup>th</sup> parking space is assigned to Mengstab Tzegai and/or his successors and/or assigns for use by him or his tenants. In addition, the 2

parking spaces on his lot are private and are not to be used by the Association or the Lot owners. Mengstab Tzegai and his successors, assigns, and tenants shall have ingress egress access to his parking spaces within the Common Access Tract.

7.13. PETS. No more than two (2) household pets may be kept on a Lot at anytime and then only when in compliance with rules and regulations adopted by the Board. The Board may at anytime require the removal of any such pet that it concludes is disturbing any other Owner through noise or other behavior. The Board may exercise

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this authority with regard to specific pets even though other pets are permitted to remain on the Property.

7.14. GARBAGE. Owners shall regularly dispose of their garbage and other debris in containers designed for such purpose. Such containers shall be kept in the Owner's garage until the day designated for pickup. Disposal of garbage and recycling of materials shall be subject to such rules and regulations as may be adopted by the Association.

7.15. EXTERIOR SECURITY DEVICES. No exterior security devices, including, without limitation, window bars, shall be permitted on any Lot. Signs placed on the Lot or the exterior of the residence stating that such residence is protected by a security system shall not be deemed to constitute an exterior security device.

7.16. EXTERIOR AREAS OF LOTS. The exterior areas of Lots (i.e., any area outside the Townhome built on any Lot) are generally restricted to use for landscaping; provided, however, that an Owner may keep typical patio furniture and one barbeque on the exterior of the Owner's Lot so long as any such furniture or equipment is clean and in good working order. In no event shall an Owner keep or maintain a hot tub, spa, pool or similar facility on the exterior of the Owner's Lot. Similarly, no lawn statuary, basketball hoops or similar play equipment shall be maintained on the exterior of any Lot.

7.17. LANDSCAPING. Except for plantings in pots on decks, porches or patios, no Owner shall alter the landscaping on the Owner's Lot without the express consent of the ARC.

## ARTICLE 8 INSURANCE

8.1. ASSOCIATION INSURANCE. The Association shall, subject to change by Board action on advice of the Association's insurance advisors, maintain at all times as an Association expense a policy or policies and bonds written by companies licensed to do business in Washington providing:

8.1.1. If and only if the Board, upon advice of its insurance advisors, determines it to be necessary in light of the limited nature of the Common Areas, property insurance covering the Common Areas with premiums being paid as a common expense of all Owners, protecting against fire and all other hazards normally covered by standard extended coverage endorsements and all other perils customarily covered for similar property, including those covered by the standard "all risk" endorsements, if available. If obtained, such insurance shall be in the amount of 100% of the current replacement cost of the Common Areas. The Association shall be named as the insured as trustee for the benefit of the Owners and Mortgagees, as their interests appear.

8.1.2. Liability insurance insuring the Board, the Association, Owners, Declarant, and any managing agent, with a "Severability of Interest Endorsement" or equivalent coverage that would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or of another Owner, and shall cover liability of the insureds for property damage, bodily injury, and death of persons arising out of the operation, maintenance, and use of the Common Areas, and such other risks as are customarily covered with respect to residential projects of similar construction, location, and use. The limits of liability shall be in amounts generally required by Mortgagees for projects of similar construction, location and use, but shall be at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence and \$2,000,000 general aggregate.

8.1.3. Workers' compensation insurance to the extent required by applicable laws.

8.1.4. A fidelity bond or insurance for any person who either handles or has responsibility for funds that the Association holds or administers, whether or not such person is compensated for services, naming the Association as the obligee and said bond or insurance should cover the maximum amount of funds to be handled at any time while the bond or insurance is in force and a minimum three months' assessments for all Unit Lots within the Community. If a professional manager is employed by the Association and such manager handles funds for the Association, the manager shall maintain the same coverage as the Association.

8.1.5. Such other insurance as the Association deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect coverage meeting the insurance and fidelity bond requirements for similar projects established by Federal National Mortgage Association, Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, and Veterans Administration ("Secondary Market Agencies"), so long as any of them is a Mortgagee or Owner, except to the extent such coverage is not available or has been waived in writing by such agencies.

8.2. PAYMENT AND ENDORSEMENTS. Funds to cover the costs of insurance to be maintained by the Association shall be included in the Association's operation reserve account. The policies of insurance shall include endorsements as required by any Mortgagee or any Secondary Market Agency and all such insurance shall be continuously in effect.

8.3. OWNER'S INSURANCE. Each Owner shall continuously maintain in effect insurance with respect to such Owner's Unit Lot and the improvements constructed thereon covering such casualties and liabilities and meeting the insurance requirements as now or hereafter established by the Secondary Market Agencies so long as any such agencies are either a Mortgagee or an Owner of a Unit Lot, except to the extent such coverage is not available or has been waived in writing by such agencies. Upon request

by the Association, each Owner shall provide satisfactory written evidence that such insurance is being maintained and that all premiums therefore have been paid. If an Owner fails to obtain any required insurance or fails to pay the premium therefor, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and add the cost of such payments, as a specific assessment, to the normal assessment of such Owner.

**8.4. RECONSTRUCTION.** In the event of damage or destruction by fire or other casualty of any Unit Lot and improvement thereon, the Owner thereof shall repair or rebuild such damage or destroyed portions of the Unit Lot and improvements in a good workmanlike manner substantially the same as the original plans and specifications of said property in accordance with plans approved by the Association pursuant to Section 7.3. If the Owner refuses or fails to so repair or rebuild within thirty (30) days or such greater period as may be reasonably determined by the Board, the Association may perform such repair and rebuilding. The Owner must reimburse the Association for the amount actually expended for such repairs or reconstruction, and the Association shall have a lien securing such payment in the same manner provided for herein for assessments.

## **ARTICLE 9 EASEMENTS**

### **9.1. EASEMENTS FOR ENCROACHMENT AND OVERHANG.**

(a) There shall be an appurtenant easement for that portion of the roof of any improvements constructed on any Lot which overhangs an adjacent Lot or Lots to the extent the roof overhang was originally constructed by Declarant. This easement shall allow for the Owner of the benefited Lot to have temporary access to the servient Lot for maintenance, repair and replacement of such roof overhang so long as the benefited Lot Owner indemnifies and holds the servient Owner harmless from any damage to the servient Lot in connection with such maintenance, repair or replacement.

(b) At some point in time there may be reciprocal appurtenant easements for encroachment and overhang as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Areas or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point.

### **9.2. EASEMENTS FOR USE AND ENJOYMENT.**

**9.2.1.** Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to each Lot, subject to the right of the Association to establish



reasonable rules and regulations with regard to the operation, maintenance, repair and replacement of the Common Areas including its use and enjoyment by an Owner, and the Owner's family, tenants, guests and invitees. Without limitation, the Common Areas include those easements more particularly described aforementioned and hereinafter.

9.2.2. Any Owner may delegate such Owner's right of use and enjoyment in and to the Common Areas and facilities located thereon to the members of such Owner's family and to such Owner's tenants and guests and shall be deemed to have made a delegation of all such rights to the occupants of such Owner's Lot, if leased.

9.3. GRANT OF EASEMENT FOR UTILITIES. The following easements with regard to utilities serving the Community are hereby granted and declared by Declarant.

9.3.1. Declarant declares that electrical power wires, natural gas pipelines, cable wires, water pipelines and plumbing pipelines which provide services to the Lots were installed within the Townhomes at locations which are not clearly identified on any map or plan. Such wires, pipes and lines were installed between the floor or ceiling joists and/or in the party wall in accordance with applicable building and electrical codes. Declarant grants an easement for utility purposes over and across each Lot where each such wire, pipe and/or line currently lies in favor of the Lots served by such wires, pipes and/or lines. In the event any repair or replacement of any such wire, line or pipe is required by any Owner and such repair or replacement requires entry into another Owner's Townhome, the "Consenting Owner" (i.e., the Owner of the Lot which will be entered) agrees to grant reasonable rights of entry for such purposes and further grants such other Townhome Owner the right to make such repairs or replacements from within such Consenting Owner's Townhome, on condition that the Owner in need of such entry and such work pays the cost of such work and restores the Consenting Owner's Townhome to the same condition it was before such entry and work therein. This provision is intended to be interpreted in favor of the Consenting Owner who must grant entry for such purposes and shall be liberally interpreted to ensure that a Consenting Owner is not damaged by such work.

9.3.2. Declarant grants an easement for water, drainage pipes and related equipment which form a part of the drainage and retention system which services the property, electric power, cable, natural gas, telephone, over, under and across the Lots and Common Areas, as constructed, in favor of the utility suppliers serving the Community. The intent of this easement is to allow the suppliers of such utility services (and the Association with respect to the drainage and retention system) a reasonable right to access and right to make necessary repairs and replacement of component parts of the utility service systems. The Owners who benefit from any work in such utility easement area shall bear the cost of such repair and replacement and are obligated to restore the ground surface or the side of the structure to the same condition it was prior to such utility repair or replacement.

9.4. EASEMENT FOR ASSOCIATION'S ENTRY ON LOTS. The Association shall have the right, but shall not be obligated, to enter upon any Lot within the Community for emergency, security and safety reasons, which right may be exercised by the Association's manager, and all police officers, firefighters, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

9.5. EASEMENT FOR MAINTENANCE. Declarant hereby expressly reserves a perpetual easement for the benefit of the Association across such portions of the Property (including Lots), determined in the sole discretion of the Association, as are necessary to allow for the Association's performance of Exterior Maintenance as set forth in Section 6.2 and all other work required under Article 6. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of Owner's property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

9.7. CONSTRUCTION AND SALE PERIOD EASEMENT. So long as Declarant owns any Property in the Community for development and/or sale, Declarant reserves a right of access across all Property for Declarant and any builder or developer approved by Declarant to maintain and carry on, upon such portion of the Property as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient or incidental to Declarant's and such builder's or developer's development, construction and sales activities related to Property subject to this Declaration, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Lot; the right to tie into any portion of the Community with driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace,

relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to carry on sales and promotional activities in the Community; and the right to operate model residences and a sales office for the Community.

**9.8. EASEMENTS FOR VEHICULAR ACCESS.** Declarant hereby declares that that the Owners of the following Lots shall have the following easements for vehicular and pedestrian access:

**9.8.1.** Lots [1], [2], [5] and [6] are hereby declared to have a non-exclusive easement for vehicular and pedestrian ingress and egress, and for all other functions normally associated with a driveway, over, under and across that certain portion of Lots [1], [2], [5] and [6], legally described on **Exhibit A** attached hereto and incorporated herein by this reference..

**9.8.2.** . Lots [3], [4], [7] and [8] are hereby declared to have a non-exclusive easement for vehicular and pedestrian ingress and egress, and for all other functions normally associated with a driveway, over, under and across that certain portion of Lots [3], [4], [7] and [8], legally described on **Exhibit A** attached hereto and incorporated herein by this reference.

**9.8.3.** Phase II Lots [12], [13], [14] and [15] are hereby declared to have a non-exclusive easement for vehicular and pedestrian ingress and egress, and for all other functions normally associated with a driveway, over, under and across that certain portion of Phase II Lots [12], [13], [14] and [15], legally described on **Exhibit A** attached hereto and incorporated herein by this reference.

**9.8.4.** Phase II Lots [9], [10] and [11] are hereby declared to have a non-exclusive easement for vehicular and pedestrian ingress and egress, and for all other functions normally associated with a driveway, over, under and across that certain portion of Phase II Lots [9], [10] and [11], legally described on **Exhibit A** attached hereto and incorporated herein by this reference.



ARTICLE 10  
PARTY WALLS AND OTHER SHARED STRUCTURES

10.1. GENERAL RULES OF LAW TO APPLY. Each wall or similar structure built as a part of the original construction on the Lots which serves and/or separates any two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

10.2. MAINTENANCE; DAMAGE AND DESTRUCTION. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

10.3. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

ARTICLE 11  
CONSENSUS FOR ASSOCIATION LITIGATION

Except as provided in this Article, the Association shall not commence a judicial or administrative proceeding without the approval of Owners representing at least 75% of the Total Association Vote. This Article shall not apply, however, to (a) actions brought by the Association to enforce the Governing Documents (including, without limitation, the foreclosure of liens); (b) the collection of assessments; (c) proceedings involving

challenges to ad valorem taxation; (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions brought by the Association against any contractor or vendor arising out of a contract for services or supplies between the Association and such contractor or vendor. This Article shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

## ARTICLE 12 MORTGAGEE PROTECTION

12.1. ABANDONMENT OF DECLARATION. Neither the Association nor the Owners shall, without consent of 75% of all first Mortgagees of record of the Lots, seek by act or omission to abandon this Declaration or cause any Lot to be removed from the provisions hereof.

12.2. PARTITIONS AND SUBDIVISIONS. Neither the Association nor the Owners shall combine or subdivide any Lot or accept any proposal to do so without the prior approval of 75% of all first Mortgagees of record of the Lots, and without the unanimous approval of the Mortgagee(s) of the Lot(s), so affected.

12.3. CHANGE IN ASSESSMENT METHODS, ETC. Neither the Association nor the Owners shall make any material amendment to the Declaration or Bylaws (including changes in the methods of allocating assessments among the various Lots) without the prior approval of 75% of all first Mortgagees of record of the Lots, and without the unanimous approval of the Mortgagee(s) of the Lot(s) for which the method of assessment allocation would be changed.

12.4. COPIES OF NOTICES. Written notice that an Owner/Mortgagor of a Lot has for more than thirty (30) days failed to meet any obligation under the Declaration or Bylaws shall be given by the Association to any first Mortgagee of such Lot who has requested to so be notified. Any first Mortgagee shall, upon request, be entitled to receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

12.5. EFFECT OF DECLARATION AMENDMENTS. No amendment to this Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon Mortgagees in this instrument with respect to any unsatisfied mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such mortgage. Any provisions of this Declaration conferring rights upon Mortgagees which is inconsistent with any other provisions of said Declaration or the Bylaws shall control over such inconsistent provisions.

12.6. INSPECTION OF BOOKS. First Mortgagees shall be entitled to inspect at all reasonable hours of week days all of the books and records of the Association, and, upon

request, to receive the annual financial statement of the Association within ninety (90) days following the end of the fiscal year of the Association.

**12.7. AMENDMENTS BY BOARD.** Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD or VA subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

## **ARTICLE 13 GENERAL PROVISIONS**

**13.1. ENFORCEMENT.** Each Owner and Occupant shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed to such Owner's Lot, if any. The Board of Directors may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

**13.2. SELF-HELP.** In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Lot or any other portion of the Community to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days' written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including, without limitation, reasonable attorneys' fees actually incurred, shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments.

**13.3. DURATION.** The covenants and restrictions of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns, perpetually to the extent provided by law.



**13.4. AMENDMENT.** This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser or mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, during the Declarant Control Period, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, or the Owners of at least 67% of the Lots and the consent of Declarant until expiration of the Declarant Control Period. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

**13.5. GENDER AND GRAMMAR.** The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

**13.6. SEVERABILITY.** Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

**13.7. CAPTIONS.** The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

**13.8. INDEMNIFICATION.** To the fullest extent allowed by applicable Washington law, the Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorneys' fees, imposed upon or

reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

### **13.9. BOOKS AND RECORDS.**

**13.9.1. Inspection by Members and Mortgagees.** This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any member of the Association or by the duly appointed representative of any member and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to such Person's interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

**13.9.2. Rules for Inspection.** The Board shall establish reasonable rules with respect to:

- (a) notice to be given to the custodian of the records;
- (b) hours and days of the week when such an inspection may be made; and
- (c) payment of the cost of reproducing copies of documents.

**13.9.3. Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

**13.10. FINANCIAL REVIEW.** A review of the books and records of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's financial statements at the annual

meeting, by a majority of the Total Association Vote, the Owners may require that the accounts of the Association be audited as a common expense by a certified public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements within ninety (90) days of the date of the request.

13.11. NOTICE OF SALE, LEASE OR ACQUISITION. In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sale or lease, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require. Upon acquisition of a Lot each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the Board may reasonably require. The Association reserves the right to limit the number of non-owner occupied rental leases in the Osterly Park Townhomes Community to allow for no more than 20% of the total number of townhomes at any one time.

13.12. AGREEMENTS. All agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

13.13. IMPLIED RIGHTS. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

13.14. VARIANCES. Notwithstanding anything to the contrary contained herein, the Board of Directors or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community; provided, however, that no variance shall be contrary to City of Tukwila ordinances, all of which must be complied with by Owners.



EXECUTED as of the day and year first set forth above.

**DECLARANT:**

**144th Street REO Partners, LLC,**

By: \_\_\_\_\_  
Print Name: Michael D. Overbeck  
Its: Managing Member

STATE OF WASHINGTON }  
  } ss.  
COUNTY OF KING

On this day personally appeared before me Michael D. Overbeck to me known to be the Managing Member of 144<sup>th</sup> Street REO Partners, LLC a limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing at Seattle,  
WA



EXECUTED as of the day and year first set forth above.

**DECLARANT:**

**Mengstab Tzegai,**

By: \_\_\_\_\_  
Print Name: Mengstab Tzegai

STATE OF WASHINGTON      )  
  ) ss.  
COUNTY OF KING \_\_\_\_\_

On this day personally appeared before me Mengstab Tzegai to me known to be the individual that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such individual, for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing at Seattle,  
WA





**EXHIBIT A**  
**LEGAL DESCRIPTION**

Plat of Osterly Park Townhomes,

Osterly Park Townhomes Lot 1

Osterly Park Townhomes Lot 2

Osterly Park Townhomes Lot 3

Osterly Park Townhomes Lot 4

Osterly Park Townhomes Lot 5

Osterly Park Townhomes Lot 6

Osterly Park Townhomes Lot 7

Osterly Park Townhomes Lot 8

**Phase II:**

Osterly Park Townhomes Lot 9

Osterly Park Townhomes Lot 10

Osterly Park Townhomes Lot 11

Osterly Park Townhomes Lot 12

Osterly Park Townhomes Lot 13

Osterly Park Townhomes Lot 14

Osterly Park Townhomes Lot 15

Osterly Park Townhomes Lot 16

Osterly Park Townhomes Lot 17

Osterly Park Townhomes Lot 18

Osterly Park Townhomes Lot 19

Osterly Park Townhomes Lot 20

Osterly Park Townhomes Lot 21

Osterly Park Townhomes Lot 22

Osterly Park Townhomes Lot 23

Osterly Park Townhomes Lot 24 {Mengstab Tzegai}

## EXHIBIT B

### DESCRIPTION OF COMMON AREAS

#### TRACT A

THE WEST 16.79 FEET OF THE NORTH 161.16 FEET OF LOT 5, BLOCK 2, ADAMS HOME TRACTS, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 31, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 10 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED JULY 27, 1966, UNDER RECORDING NUMBER 6060692; AND

TOGETHER WITH THE EAST 13.21 FEET OF LOT 4, BLOCK 2, ADAMS HOME TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 31, IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 3.5 FEET CONVEYED TO THE CITY OF TUKWILA BY BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 20050518000267.

#### RECREATIONAL TRACT B

THAT PORTION OF THE EAST 65.15 FEET OF LOT 4, BLOCK 2, ADAMS HOME TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 31, IN KING COUNTY, WASHINGTON, THENCE;

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL;

THENCE SOUTH 01°09'52" WEST, ALONG THE WEST LINE OF SAID PARCEL, 135.91 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°09'52" WEST 25.25 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE SOUTH 87°33'54" EAST, ALONG SAID SOUTH LINE, 51.94 FEET; THENCE NORTH 01°09'52" EAST 26.40 FEET; THENCE NORTH 88°50'22" WEST 51.92 FEET TO THE TRUE POINT OF BEGINNING.



EXHIBIT C

**DESCRIPTION OF VEHICULAR ACCESS**

(Lots [1], [2], [5] and [6])

NEW PRIVATE 24 FOOT DRIVEWAY EASEMENT  
FOR LOTS 1, 2, 5, AND 6

THAT PORTION OF THE LOTS 1, 2, 5, AND 6, PLAT OF  
OSTERLY PARK TOWNHOMES, DESCRIBED AS  
FOLLOWS:

THE SOUTH 12 FEET OF THE EAST 20.00 FEET OF LOT  
1; AND

THE SOUTH 12 FEET OF LOT 2; AND

THE NORTH 12 FEET OF THE EAST 20 FEET OF LOT 5;  
AND

THE NORTH 12 FEET OF LOT 6.

**EXHIBIT D**

**DESCRIPTION OF VEHICULAR ACCESS**

(Lots {3}, {4}, {7} and {8})

NEW PRIVATE 24 FOOT DRIVEWAY EASEMENT FOR LOTS 3, 4,  
7, AND 8

THAT PORTION OF THE LOTS 3, 4, 7, AND 8, PLAT OF  
OSTERLY PARK TOWNHOMES, DESCRIBED AS  
FOLLOWS:

THE SOUTH 12 FEET OF LOT 3; AND

THE SOUTH 12 FEET OF THE WEST 20.00 FEET OF

LOT 4; AND THE NORTH 12 FEET OF LOT 7; AND

THE NORTH 12 FEET OF THE WEST 20.00 FEET OF LOT 8.

**Exhibit E**

EASEMENT FOR VEHICULAR ACCESS PHASE II *[Lots 12, 13, 14, 15]*



**Exhibit F**

EASEMENT FOR VEHICULAR ACCESS PHASE II {Lots 9, 10, 11}



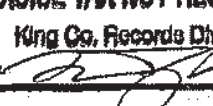
**Instrument Number: 20180927001053 Document: EAS Rec: \$105.00 Page-1**  
**Record Date: 9/27/2018 3:00 PM**  
**King County, WA**

Carl J. Marquardt  
1126 34<sup>th</sup> Avenue, Suite 311  
Seattle, WA 98122

  
**20180927001053**  
EASEMENT Rec: \$105.00  
9/27/2018 3:00 PM  
KING COUNTY, WA

Document Title: Easement Agreement  
Grantor: Mengstab Tzegai  
Grantees: 144<sup>th</sup> Street REO Partners, LLC  
Michael D. Overbeck  
Abbreviated Legal: A PORTION OF THE 14424 THIRTY FOURTH STREET  
CONDOMINIUM  
(Full legal on Exhibit A)  
Reference No: N/A  
Tax ID Number: 639111-0000

Unofficial Copy

**EXCISE TAX NOT REQUIRED**  
King Co. Records Division  
By:  Deputy



**Instrument Number: 20180927001053 Document:EAS Rec: \$105.00 Page-2  
Record Date:9/27/2018 3:00 PM King County, WA**

**EASEMENT AGREEMENT**

**A. Parties.**

Mengstab Tzegai ("Grantor") is the owner of real property at 14424 34<sup>th</sup> Ave S, Tukwila WA 98168, Tax Parcel No. 639111-0000, as more fully described in **Exhibit A** (the "Tzegai Property").

144<sup>th</sup> Street REO Partners, LLC, a New Mexico Domestic Limited Liability Company ("REO") is the owner of an adjacent property, Tax Parcel No. 643360-0090, as more fully described in **Exhibit B**.

Michael D. Overbeck ("Overbeck") is the owner of another adjacent property, Tax Parcel No. 004000-0083, as more fully described in **Exhibit C**.

REO and Overbeck are collectively referred to herein as "Grantees."

**B. Grant of Easement.**

Grantor hereby grant to Grantees a non-exclusive Easement for private ingress, egress, storm system and utilities, including appurtenances over, under, through, upon and across a portion of the Tzegai Property, as described as follows:

**PORTIONS OF THE EASTERNMOST 15.22 FEET OF THE TZEGAI PROPERTY, AS DEPICTED ON EXHIBIT D.**

**C. Maintenance.**


Grantees shall be responsible for the maintenance and upkeep of any improvements within the easement area.

**D. Easement Runs with the Land**

The easement granted herein shall run with the land and shall be binding upon and inure to the benefit of the parties' respective heirs, successors and assigns.

DATED this 10 day of September 2018.

GRANTOR:

  
\_\_\_\_\_  
Mengstab Tzegai

**Instrument Number: 20180927001053 Document:EAS Rec: \$105.00 Page-3  
Record Date:9/27/2018 3:00 PM King County, WA**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Mengshu Tzeng is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 10 day of September, 2018.



[Signature]  
(signature)  
Carl Marquardt  
(printed or typed name)  
NOTARY PUBLIC, State of Washington  
My Commission Expires 10/15/18

Unofficial Copy

**Instrument Number: 20180927001053 Document: EAS Rec: \$105.00 Page-4**  
**Record Date: 9/27/2018 3:00 PM King County, WA**

**Exhibit A**

(Legal Description Tzegai Property)

UNITS 1, 2, 3 AND 4 OF THE 14424 THIRTY FOURTH STREET CONDOMINIUM, A CONDOMINIUM RECORDED IN VOLUME 47 OF CONDOMINIUMS, PAGES 91-93 INCLUSIVE, ACCORDING TO THE DECLARATION THEREOF, RECORDING NO. 8010200753, AND ANY ATTACHMENTS THERETO.

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON.

TAX ID. No. 639111-0000

**Exhibit B**

(Legal Description REO Property)

LOT 9 OF OSTERLY PARK TOWNHOMES (PHASE ONE), AS PER THE PLAT RECORDED IN VOLUME 272 OF PLATS, PAGE 59 THROUGH 62, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN KING COUNTY, WASHINGTON.

TAX ID. No. 643360-0090

**Exhibit C**

(Legal Description Overbeck Property)

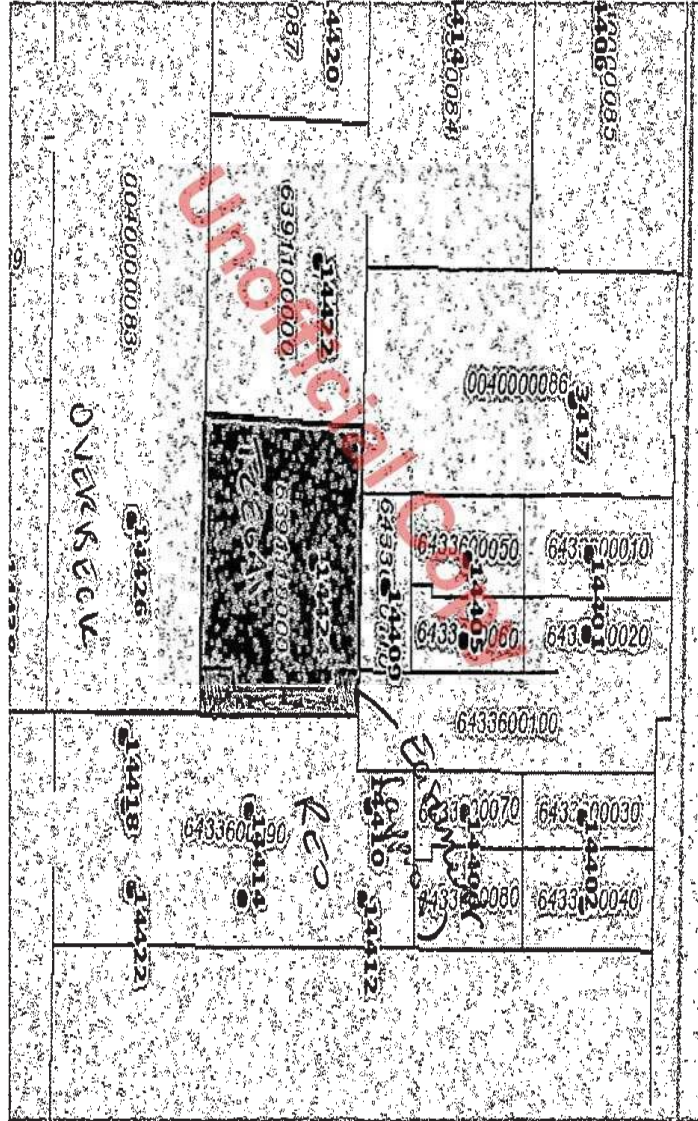
THE SOUTHERN HALF OF LOT 3, BLOCK 2, ADAM'S HOME TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 31, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON

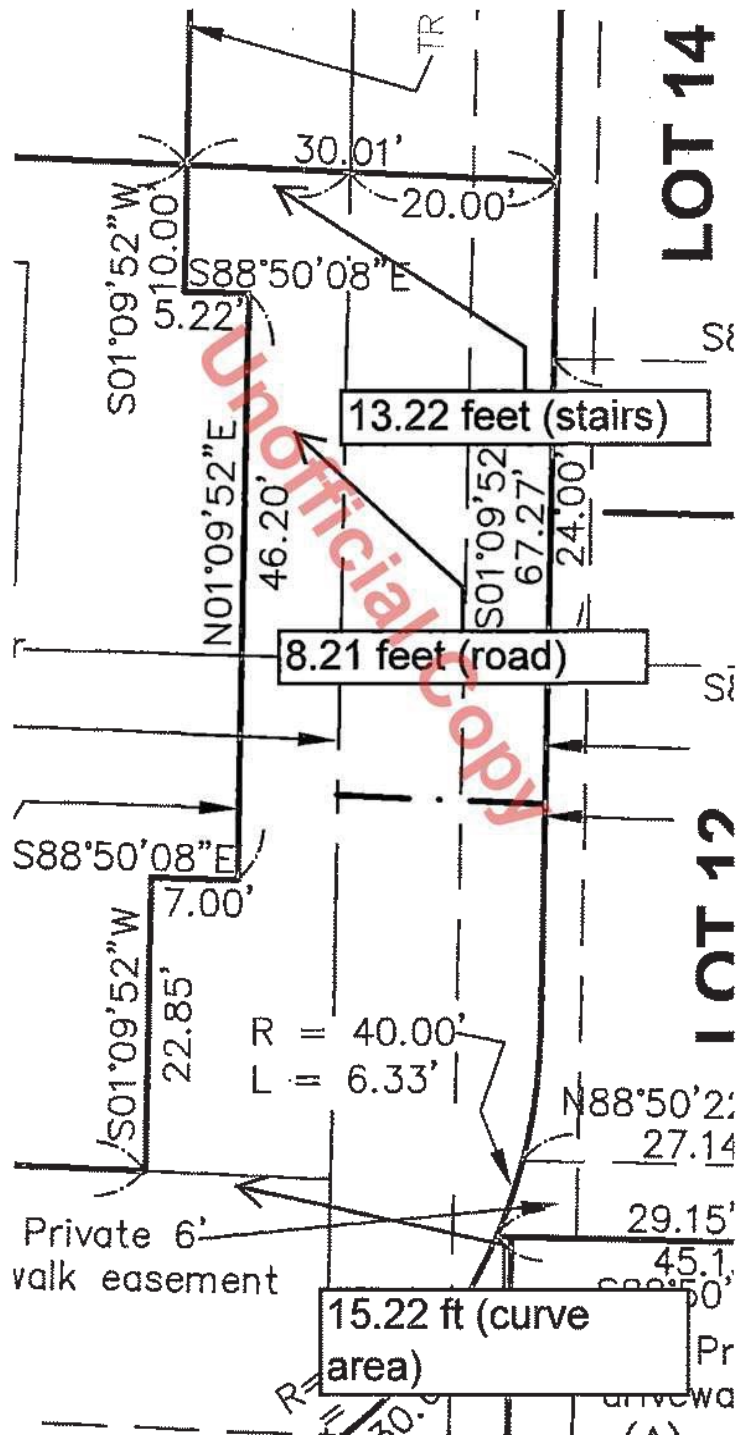
TAX ID. No. 004000-0083



# Instrument Number: 20180927001053 Document:EAS Rec: \$105.00 Page-5 of 7 Record Date:9/27/2018 3:00 PM King County, WA



Instrument Number: 20180927001053 Document: EAS Rec: \$105.00 Page-6  
Record Date: 9/27/2018 3:00 PM King County, WA



Instrument Number: 20180927001053 Document: EAS Rec: \$105.00 Page-7  
Record Date: 9/27/2018 3:00 PM King County, WA







## Fw: Project # PL18-0054

## ATTACHMENT G

Jaimie Reavis

Tue 10/2/2018 10:39 AM

To: Mike Overbeck &lt;mike@unicornmortgage.com&gt;;

 1 attachments (1 MB)

Osterly park og.jpg;

FYI

---

**From:** Allison Long <allisonlong1980@gmail.com>**Sent:** Monday, October 1, 2018 5:26 PM**To:** Jaimie Reavis**Subject:** Project # PL18-0054

Dear Miss Reavis,

I am writing to you to express concern over an application made by Mike Overbeck. I am a resident of Osterly Park Townhouses.

When I purchased my townhouse in April 2016, I was told by Mr. Overbeck that the entirety of Osterly Park would be finished in about 2 years. I have attached a photo of what I was told it would look like. In over 2 years I have observed things that were not in line with what I was promised. First off, the neighborhood is about 30% done. Second, we were promised that the apartment complex that edges up against the property was purchased and would be torn down. I was promised a communal park and 10 guest parking spots. In over two years we have no communal park, 4 guest parking spots and come to find out, the apartment complex was never purchased, will not be torn down, and Mr. Overbeck has now promised said apartment complex 2 of our guest parking spots, built them a passage way through our neighborhood, and has promised to build them a third level on their apartment complex. This is absolutely not what we agreed to.

To make matters even more frustrating, I get this notice of design review for phase 2 of the neighborhood. From what I can tell from the picture he is absorbing this apartment complex into the townhome community This is unacceptable. This is not what I and my neighbors agreed to.

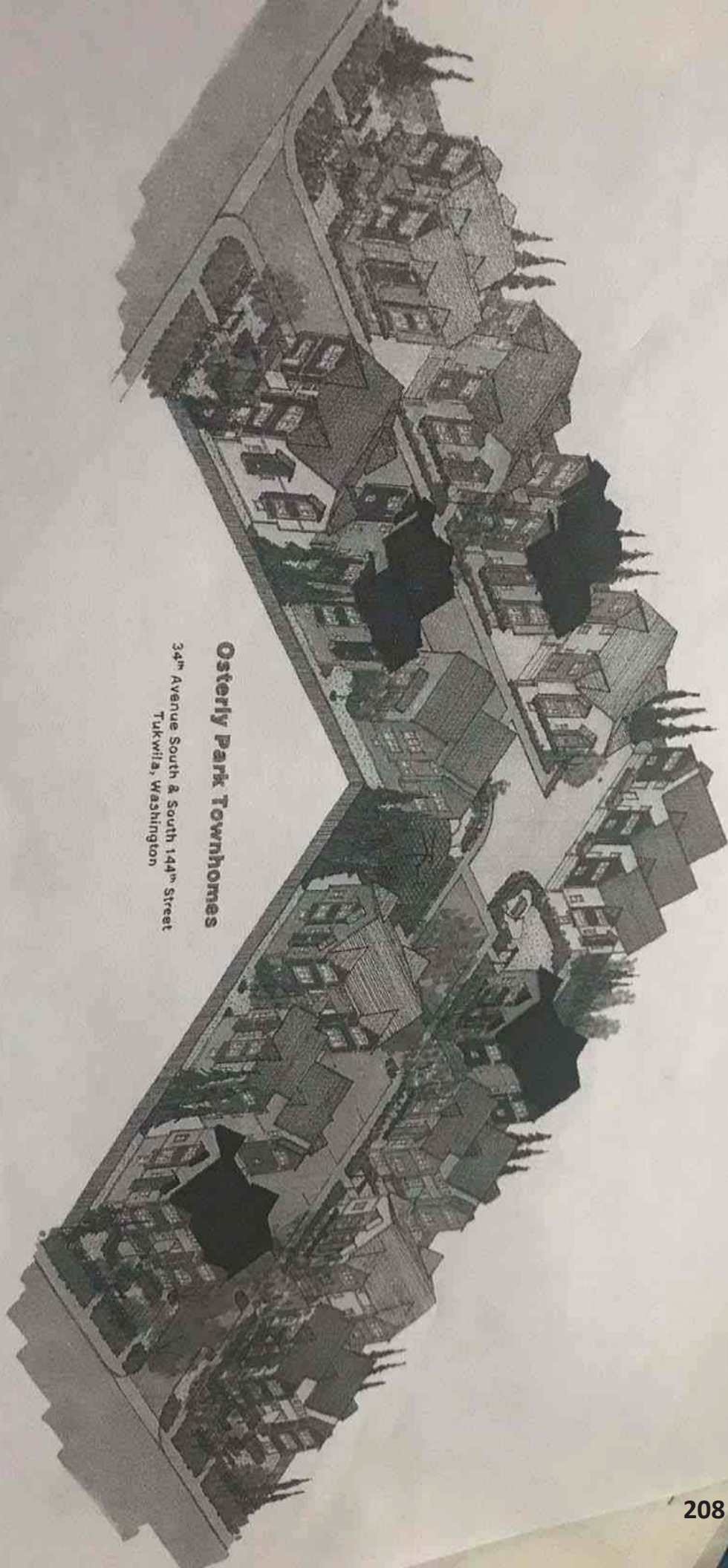
That apartment building is a dilapidated eyesore full of junkies and criminals. Since Mr. Overbeck has opened an access point for the residents of the complex to use we have had more packages stolen and car prowls. My son can no longer play in the driveway because strangers are constantly walking through our community.

I know that you asked for comments before Sept. 21st, but I have struggle to figure out what course of action we even have. I don't want to live in a construction zone anymore, but if I get a lawyer involved and I sue Mr. Overbeck and win, I might still be living in a construction zone. I can't sell my house because I doubt anyone wants to buy a place in the middle of a construction zone.

I would like to know what recourse I and my neighbors have in this decision to grant Mr. Overbeck permits, etc. Thank you.

Allison Long

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**Osterly Park Townhomes**  
34<sup>th</sup> Avenue South & South 144<sup>th</sup> Street  
Tukwila, Washington



# Fw: Project # PL18-0054 (Osterly Park Townhomes Major Mod.)

Jaimie Reavis

Tue 10/2/2018 1:43 PM

To: Minnie Dhaliwal <Minnie.Dhaliwal@TukwilaWA.gov>;

---

**From:** Ashok Bandaranayake <ashoknight@gmail.com>  
**Sent:** Wednesday, September 12, 2018 2:58 PM  
**To:** Jaimie Reavis  
**Cc:** Kanchana Seneviratne  
**Subject:** Re: Project # PL18-0054 (Osterly Park Townhomes Major Mod.)

thanks again Jaimie, I'll update the rest of the home owners and get back to you with any further comments. We're not fans of having that access point for security reasons but i'm guessing we'll have to take that up with Mike.

best,  
Ashok

On Wed, Sep 12, 2018 at 11:56 AM Jaimie Reavis <[Jaimie.Reavis@tukwilawa.gov](mailto:Jaimie.Reavis@tukwilawa.gov)> wrote:

Ashok,

The planned extension of the private access lane for the Osterly Townhomes runs across a portion of the condo building property. Mr. Overbeck has constructed two parking spaces on the west side of the private access lane extension for use by the condo building, in exchange for a temporary easement across the condo property. Once the final plat is recorded, the area of the condo property that's used for the private access lane will become part of the access and utilities tract owned by the Osterly Park Townhomes. The parking spaces will remain part of the condo building property, even though they'll be separated from the condo property by a fence. I'm not sure who will be responsible for maintenance of the fence and the parking spaces, but it seems like it would be joint responsibility between the condo owner and the Osterly Park Townhomes (homeowners association), or the sole responsibility of the Osterly Park Townhomes homeowners association. The residents of the condo will have access to the parking spaces through a fence located near the recreation space.

Let me know if you have any follow-up questions.

Thank you,

Jaimie

**Jaimie Reavis**  
Senior Planner | City of Tukwila  
6300 Southcenter Blvd, Suite 100 | Tukwila, WA 98188  
ph: (206) 431-3659

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**From:** Ashok Bandaranayake <[ashoknight@gmail.com](mailto:ashoknight@gmail.com)>  
**Sent:** Wednesday, September 12, 2018 9:19:49 AM  
**To:** Jaimie Reavis  
**Cc:** Kanchana Seneviratne  
**Subject:** Re: Project # PL18-0054 (Osterly Park Townhomes Major Mod.)

Jaimie, thank you for your quick response. One of the main issues the current tenants are concerned with is access of the condo building onto 34th Lane S, which is supposed to be a private lane. I can't tell from the PDF you sent me but do you see an access point close to the picnic benches?

thanks,  
Ashok

On Tue, Sep 11, 2018 at 3:42 PM Jaimie Reavis <[Jaimie.Reavis@tukwilawa.gov](mailto:Jaimie.Reavis@tukwilawa.gov)> wrote:

Hi Ashok,

Thank you for your email. Attached is the latest site plan for Phase 2, including the two townhomes Mr. Overbeck is finishing up (labeled B14 and B15 on the attached plan sheet). I'd be happy to meet with you to talk more about the project, if it would be helpful to see other materials within the file as you're putting your comments together.

Jaimie

**Jaimie Reavis**  
Senior Planner | City of Tukwila  
6300 Southcenter Blvd, Suite 100 | Tukwila, WA 98188  
ph: (206) 431-3659  
[Jaimie.Reavis@TukwilaWA.gov](mailto:Jaimie.Reavis@TukwilaWA.gov) | [www.tukwilawa.gov](http://www.tukwilawa.gov)

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**From:** Ashok Bandaranayake <[ashoknight@gmail.com](mailto:ashoknight@gmail.com)>  
**Sent:** Tuesday, September 11, 2018 3:05:28 PM  
**To:** Jaimie Reavis  
**Cc:** Kanchana Seneviratne  
**Subject:** Project # PL18-0054 (Osterly Park Townhomes Major Mod.)

Hi Jaimie,

I'm a current owner of one of the Osterly park townhomes and received a mailer providing notice of application for a major modification of the Osterly Park project. Our builder has not given us much information about this modification and I was wondering if you would be able to provide us with a detailed plan regarding this major modification?

I and many of the other owners of Osterly Park would then like to send you our comments as we already have some concerns regarding some of the changes we saw mentioned in the project description portion of the mailer we received.

thanks in advance,  
Ashok Bandaranayake  
14403 34th Lane S.  
Tukwila, WA 98168

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