

Variance Discussion 14424 34<sup>th</sup> Ave S

We are asking for a variance for lot 14424 in order to make it a part of Osterly Park Townhomes. The townhouse development needs access of the 8 ft of the eastern boarder of this lot in order to have access to its back lot and a through private road. This came as a result of one of the other owners dropping out of the approved subdivision. The owner of 14424 agreed to trade the easement for an improvement to his unit and in order to finish the development this was required. This improvement was a 1250 sq. ft addition, that includes two more 2-bedroom units that would be constructed as a third floor to the existing 2 story townhouse. He was not interested in selling any of his land and this was his only offer. The architect helped us create exterior features that mirror the newly constructed townhouses in the subdivision. Even though it would become a small six plex multifamily dwelling it would have a belonging visually appearance to the townhome community.

The 3<sup>rd</sup> story does not change the foot print of the building. However here are the 3 areas that will require a variance to current zoning code. The first is the building set backs on the western side of the building and 12 feet in the northwest corner of the building. On this private drive in 1968, there were three 4 plex multifamily units constructed on 2 lots and it appears that from the recorded history, that years later the back 2 units turned in to condominiums in order to subdivide them and sell them separately. The 2 buildings are 25 feet apart, but our subject property is only 3.5 feet away from the dividing property line and it appears in order to keep lot sizes equal this was done. The condominium status played a role in this as it apparently didn't meet the 5 ft set back in King County. These abnormal condo plats are singly owned and not part of the same association as shown on the survey. Currently, you need a 20 ft setback from the property line and we only have 3.5. However, going straight up would not have an effect on his next-door neighbor because of the fire department requirements of 20 feet between buildings that are 3 stories for safety reasons even if we could.

The second is the parking. We would need to have 12 spots per code and would have 11 with the possibility of a tandem on the end. Making the 12 required. There is a 1/3 spot left over on the western property line and sharing a spot with the neighbor each contributing, is a possibility. We are also within a block of the TIB border where 1.5 cars per spot is acceptable.

The 3<sup>rd</sup> is landscaping area. The landscaping plan we turned in prepared by our landscape architect shows 2440 square feet of recreation space that would meet the requirement however, this does include 180 sq. ft in front of the unit that the tenants have turned in to a pea patch on their own and 2240 square feet in the rear of the property, that was given to him by a vote of 7 of 7 owners that showed up to the OSTERLY PARK HOA meeting about this issue. We feel like if it is part of the town house development, that it is fair to give it the same side yard benefits that townhouses get in the unique situation. The planning staff had said that the side backs would not be the same for the Multifamily. So even in that case, we would be asking for a variance because of the entire benefit to the development. Without this variance there is no phase 2.

Variance 14424 34<sup>th</sup> ave s Tukwila

Criteria for Zoning code Variance (TMC 18.72.020)

1. Most all of the HDR zoning within 2 blocks originally had a 5 ft Setback. This includes apartments bordering the west side of Osterly Park Townhomes as well as apartments and 3 multifamily structures to the south of Osterly Park townhomes. In the northwest corner 12 feet of the building currently sets at 8 feet from the property line and a single family home in the HDR zoning is on this property and they have the backside of their recently remodeled external garage along the 5 feet back property line where it is closest to our building. It is unlikely in the next 30 years that these buildings will be removed and will enjoy their 5 ft setbacks in the meantime.
2. Long before this area was Tukwila the narrow lot lines were recorded. These long narrow lots presented a change to modern day zoning regulations. These 62 to 68 ft wide lots in HDR are presented with enormous challenges. For example 10 ft on each side for landscaping, 20 ft road would only leave as much as 28 ft for multi unit buildings and the original size especially in this project was very challenging and required joining 2 lots and sharing a road in the middle. We had a 300 ft deep lot and without sharing a road it would have been almost impossible. Other lots in this area that are narrow also share these challenges and make be stuck if they can't share a road.
3. In this case granting us a variance would have no impact on the surrounding community except in a positive light. For starters the foot print is the same we are only going up and slightly out as in 2 ft on the front and east side of the building for architecture appeal. No traffic will be affected as the driveway and surrounding townhouse access are being approved. Aesthetically our appeal will improve drastically and fit in with the new townhomes rather than the run down 4 plexes that are run down and desolate in appearance. The community has been asking for these 3 multifamily buildings to be approved for some time and this a great first step. A lighting plan for the unit will be turned in as well with the building permit by David Buttler who designed the townhouse complex.
4. As part of the recent changes to the city comprehensive plan the 2 lots south 343417 and 3421 were changed from MDR to HDR and the rest of the bordering units in the area were HDR to begin with. A block and a half away starts the TIB district and this project is consistent with the uses in the immediate area.
5. Osterly Park townhomes originally included 6 lots and removing the existing multifamily and constructing a zero lot townhome on the site. One of the properties was lost during the economic crash and one of the contributing members lost his home. This project had been through 2 years of planning, approval by planning commission and the city council. Because the approval was listed on title the bank allowed our agent to broker and sell the property to someone whom understood this and was alright with proceeding. He changed his mind in 2018 and would not sign on as part of the development. Thank fully the owner of 14426 agreed to sit down and grant an easement but asked for equal value in return to benefit his property. This variance makes his unit look very similar to the existing townhomes.

14424 34<sup>th</sup> Ave S. Tukwila, WA 98168

### 3<sup>rd</sup> story addition

14424 was one of 3 buildings built in 1968 on this private drive. The 3 buildings are 4 plex units and were built with exact same lay out and materials. Over time, the buildings have become run down and in need of repair. Mensthab Tzegai, the owner of 14424 our subject property, has begun remodeling kitchen counters and cabinets among other things. His unit is a very clean and nice additions to the community. The other two buildings are still in dire need of repair.

The building is a two story 4-unit complex that has a two bedroom and one-bedroom unit on each level. It was originally built with 6 parking spaces. The roof is a flat torch down roof.

Originally, this unit was to be replaced with 2 zero lot line townhouse buildings in the original approval of Osterly Park Townhomes, but after one of the owners withdrew from the project, that was not possible. So, in order to finish Osterly Park Townhomes an agreement for the easement was reached and in exchange for a 3<sup>rd</sup> story the owner would still allow the easement for the through road that was a necessity for the townhome project to continue. Jim Barker, who designed Osterly Park townhomes, designed a 3<sup>rd</sup> story addition to this building to make it consistent with the rest of the townhomes and the 3<sup>rd</sup> story very much resembles the 2<sup>nd</sup> and 4<sup>th</sup> buildings in the complex.

The exterior will have Hardie sheet siding with decorative striping, a 6 /12 pitch roof with architectural roofing shingles. The existing siding on floors one and two will remain on Unit. They are similar but older than the Hardie siding used on the townhomes but are still in good shape and have recently been mended and painted. Two more two bedroom units will be added on the top floor and access is via the front hall way. Each unit has a private deck on the back of the unit.

Mike Overbeck  
Osterly Park Developer

## Osterly Park Phase 2

### Preliminary Plat Review Criteria

1. The plat located within 3 blocks of the Tukwila Village. It is in an area next to TIB zone that the city has spent considerable resources for improvement. Small developments like this in this area are also contributing to the improvement of the community. This project was one of 3 that they city used as an intro townhouse living within the zoning code. Phase 1 has tremendous feedback from the community and I believe that the city would be happy that they adopted the new townhouse code after this and a few others in the city have been a success.
2. In June of 2018, a developer's extension was approved by water district 125, this includes 13 new units and a fire hydrant in phase 2. The storm draining system was approved in 2010 by public works, 80 % of the nearly 6000 sq. ft storage was installed in phase one and the rest of it was installed with building 5 permit in 2017. All roofs, streets, sidewalks, and driveways are diverted to the storage are under the main under 34<sup>th</sup> lane and then drain into the city storm system. The entire plat is circled with a retaining wall preventing fill from leaving the lot, minimizing any chance for an erosion problem to occur. In July of 2018, A developer's extension for a 250 ft long 8-inch sewer main down the southern most property line was approved and installation should be completed by mid-August, serving 13 new units in phase 2. All standards for materials and installation are current with 2018 codes and manuals.
3. The 23 units are served by a 20 ft private drive the comes off 144<sup>th</sup> street and through to 34<sup>th</sup> Ave S. All utilities in the original plat had final drawings and plans that were in place with the changes to the plat. Some of the utilities were moved to locations that could better suit the new configuration.
4. All the varying types of easements are listed on the survey. These include utility and access easements. There are common easements for all parties, as well as limited ones such as shared drive ways. Seattle City light, PSE gas, Water District 125 and Valley View Sewer have their own easements as well. There are 2 common recreation spaces, an adult/family one and one aimed at the 5-12yr. age group. These 2 areas and the main driveway plus sidewalks are separate trac's inside of the plat.
5. A tremendous amount of thinking about how the lot layout was involved in this phase 2 redesign. The planning staff, architect, Landscape architect and owners of the property all spent a lot of time discussing ways and what if's in an attempt to come up with an outstanding product that is something the community can be proud of. All of the code requirements were reviewed carefully considered in the plat layout. It is not an easy process and it takes time. The area that this development in is has challenges because of its history and previous codes when it was part of King county including the shape of the lots when they were created many years ago.
6. The subdivision is in HDR Zoning. 2000 square feet per unit, the required setbacks and lot coverage are uniform with the TMC manual listed specifications. Some key elements are, the public works permit requirements that support the subdivision, including storm drain storage as to not over load the city's drainage systems, 2 fire hydrants and road access, A through road with 7 guest parking, two common recreation spaces, and conformance with the Tukwila Townhouse design manual.

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JUL 27 2018

Community  
Development

7. Osterly Park Townhome plat has CCR's recorded on title, the HOA has the job of enforcing them. The planning staff has carefully reviewed the CCR's and approved them as per Phase 1. All common areas and lighting, as well as storm drain and road maintenance are a shared cost. There are maintenance plans recorded for the storm drain detention. The upkeep and maintenance of lighting, asphalt and common areas is covered in the CCR's and it is a shared cost of the home owners.
8. To comply with subdivision 58.17.110, the subdivision has illustrated it complies with public safety. All utilities have been correctly addressed to comply with city and local district policy's and standards. The sidewalk area's have been placed in safe areas, as well as a slow down area in the middle of the development for safety to children. The recreation space created meets more than the minimum and gives a couple of different choices to the tenants. There is a park less than 2 blocks away, 2 major buss lines, and 15 blocks from the Light Rail Station. The new library is 4 blocks away in Tukwila Village as well. The architecture is new to the area that is heavily dominated by multi family and apartment living and the feed back from the community has been extremely positive.

  
7/27/18



*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**

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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 and the renovation of one multi-family building owned by Declarant, 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.

**ARTICLE1.  
DEFINITIONS**

**1.1. WORDS DEFINED. THE FOLLOWING WORDS, WHEN USED IN THIS DECLARATION (UNLESS THE CONTEXT SHALL PROHIBIT), SHALL HAVE THE FOLLOWING MEANING:**



**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 C, Common Areas Easements 1 and 2.**

**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. The owner of Lot 24, "Mengstab Tzegai", a Declarant, does not have any voting rights, may not withhold consent, and is a limited non-voting member.

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. Lot 24 shall not have any voting rights.

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. Lot 24 shall remain a non-voting member.

3.3.2. *Voting Owner.* There shall be one (1) voting representative of each Lot, excluding Lot 24 which shall be non-voting. 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, except Lot 24 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 Lot 24, "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~~  
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from time to time during the year, subject to the notice requirements and the right of the 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. Lot 24 is exempt from any assessments.

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, **except Lot 24**. 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 C, and Common Easement 1 and 2.**

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. However, Lot 24 shall be subject to and governed by the same rules and regulations as all other members controlled by Section 7.

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.



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 [11],[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 [11],[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],[12] 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],[12] legally described on **Exhibit A** attached hereto and incorporated herein by this reference.

**9.8.5** Phase II Lots [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 [13], [14] and [15] 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, **except Lot 24 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:**

**Michael D. Overbeck,**

By: \_\_\_\_\_  
Print Name: Michael D. Overbeck

STATE OF WASHINGTON    }  
                                  } ss.  
COUNTY OF KING

On this day personally appeared before me Michael D. Overbeck 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

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







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

Ashok Bandaranayake <ashoknight@gmail.com>

Wed 9/12/2018 2:58 PM

To: Jaimie Reavis <Jaimie.Reavis@TukwilaWA.gov>;

Cc: Kanchana Seneviratne <ksenev@gmail.com>;

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

[Jaimie.Reavis@TukwilaWA.gov](mailto:Jaimie.Reavis@TukwilaWA.gov) | [www.tukwilawa.gov](http://www.tukwilawa.gov)

*The City of opportunity, the community of choice.*

---

**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)

*The City of opportunity, the community of choice.*

---

**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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# Project # PL18-0054

Allison Long <allisonlong1980@gmail.com>

Mon 10/1/2018 5:26 PM

To: Jaimie Reavis <Jaimie.Reavis@TukwilaWA.gov>;

📎 1 attachments (1 MB)

Osterly park og.jpg;

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.

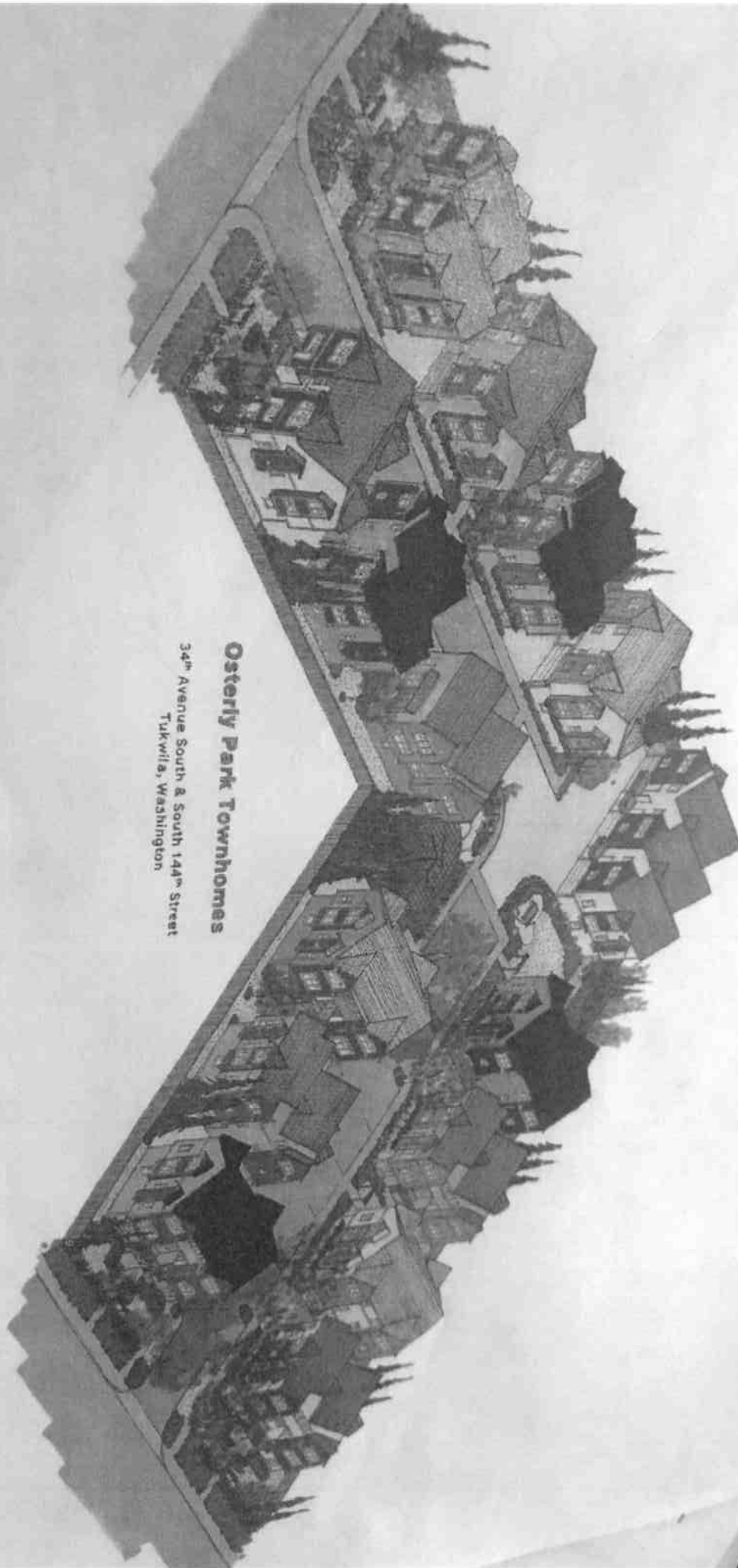
Thank you.

Allison Long

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**Osterly Park Townhomes**

34<sup>th</sup> Avenue South & South 144<sup>th</sup> Street  
Tukwila, Washington



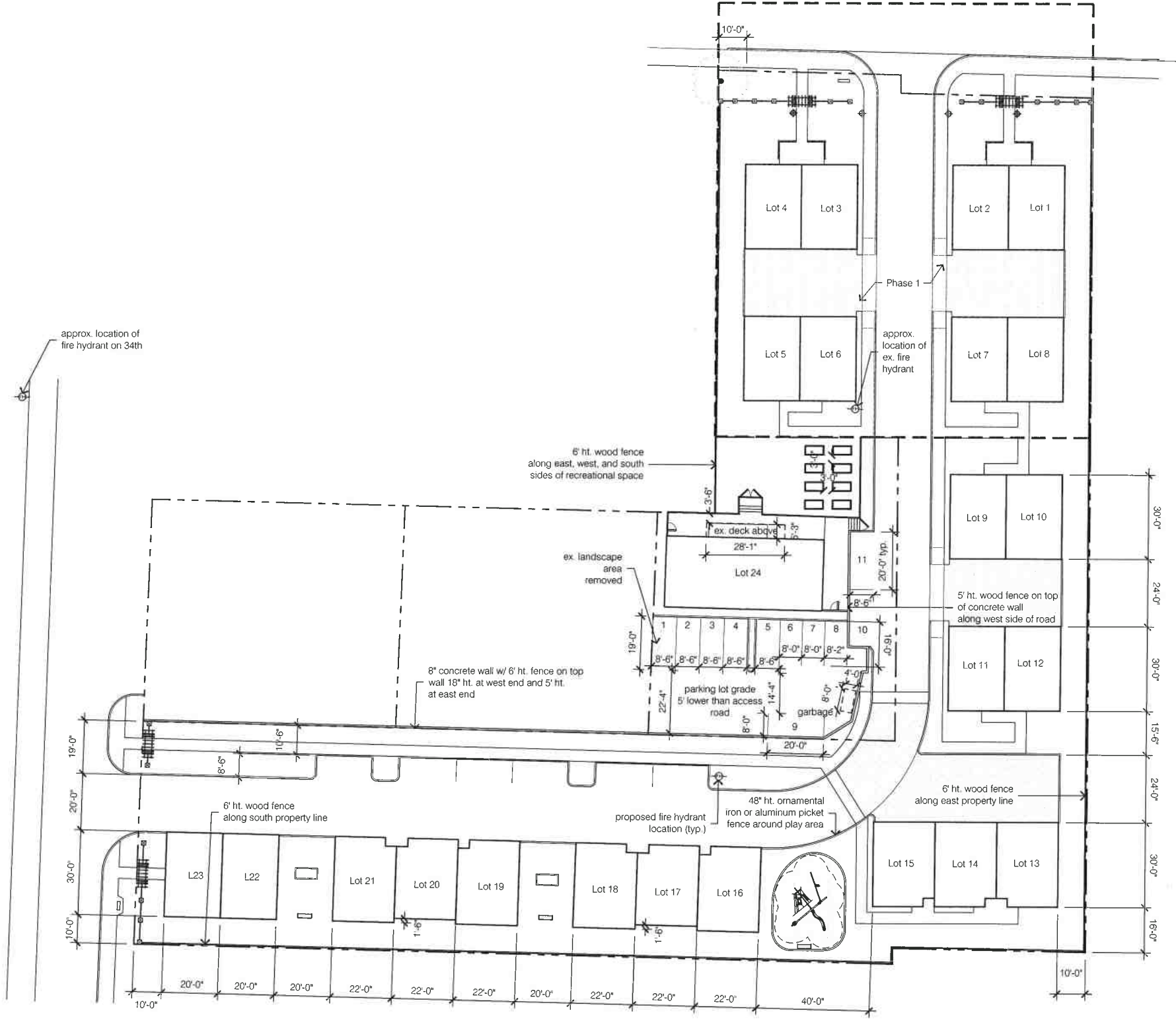
# ATTACHMENT D

Osterly Park  
Townhomes

3429 South 144th Street  
Tukwila, Washington



post office box 872  
edmonds • washington • 98020  
phone: 206.245.0342  
www.studio342.com



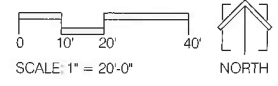
CHAD S. WICHERS  
CERTIFICATE NO. 931

project number: 20081020  
drawn: CSW  
checked: Studio 342

date	issue / revision
9/10/2008	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
5/11/18	Phase 2 Revision
7/31/18	Phase 2 Landscape
8/19/18	Phase 2 Revisions
1/06/19	Ph 2 Site Plan Revisions

## Phase 2 Landscape Site Plan

L-1





Osterly Park  
Townhomes

3429 South 144th Street  
Tukwila, Washington



Post Office Box 872  
Edmonds, Washington 98020  
Phone: (206) 545-0342  
www.studio342.com

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 glabrum	Vine Maple	6-8' ht	multi-stem
4	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
45	Calamagrostis x acutifolia 'Karl Foerster'	Feather Reed Grass	1 gal	
44	Hydrangea macrophylla 'Blue Wave'	Blue Wave Hydrangea	5 gal	
178	Liriope muscari	Big Blue Lily Turf	1 gal	
99	Nandina domestica 'Firepower'	Firepower Heavenly Bamboo	2 gal	
50	Nandina domestica 'Plum Passion'	Plum Passion Heavenly Bamboo	5 gal	
25	Nassella tenuissima	Mexican Feather Grass	1 gal	
25	Pittosporum tobira 'Wheeler's Dwarf'	Wheeler's Dwarf Tobira	5 gal	
9	Polystichum munitum	Western Sword Fern	1 gal	
54	Rhododendron 'Cilipense'	Cilipense Rhododendron	5 gal	
16	Rhododendron 'Top Banana'	Top Banana Rhododendron	5 gal	
9	Rhododendron 'Yaku Princess'	Yaku Princess Rhododendron	5 gal	
4	Ribes sanguineum '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	Banish Strawberry	4' pots	744 sq ft @ 18" o.c.
	turf grass			hydroseeded

Climbing Vines				
Quantity	Botanical Name	Common Name	Size	Notes
2	Clematis integrifolia	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.



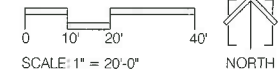
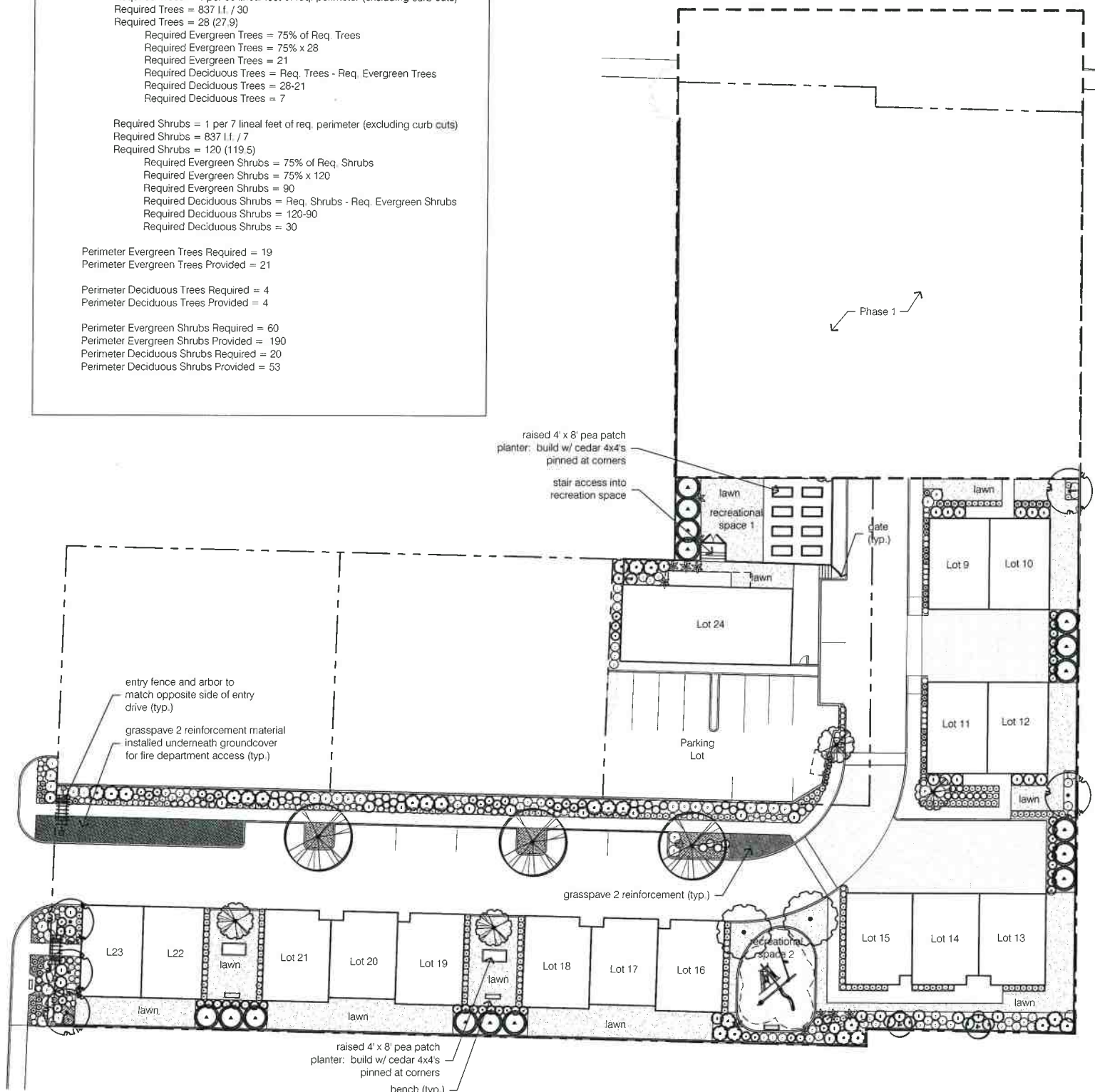
project number: 20081020  
drawn: CSW  
checked: Studio 342

date	issue / revision
9.20.18	Permit Submittal
9.23.18	Revisions
10.18.18	Revisions
12.4.18	Revisions
12.13.18	Revisions
1.6.19	Revisions

Phase 2  
Landscape  
Plan

L-2

© Studio 342 Landscape Architecture, LLC 2008





# OSTERLY PARK TOWNHOMES SITE LIGHTING & PHOTOMETRIC STUDY Phase II (Revised)

## Luminaire Schedule

Symbol	Qty	Label	Lumens	LLF	Description	Filename	Lum. Watts	MANUFACT
○	8	A	N.A.	0.900	ALED5T78N_D10_ALED5T78N	rab02350.ies	83	RAB LIGHTING INC.
	16	B	N.A.	0.900	ALED52N_WPLED52N (15 - DEGREE UPTILT - STANDARD CUTOFF	rab02587mod5240.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

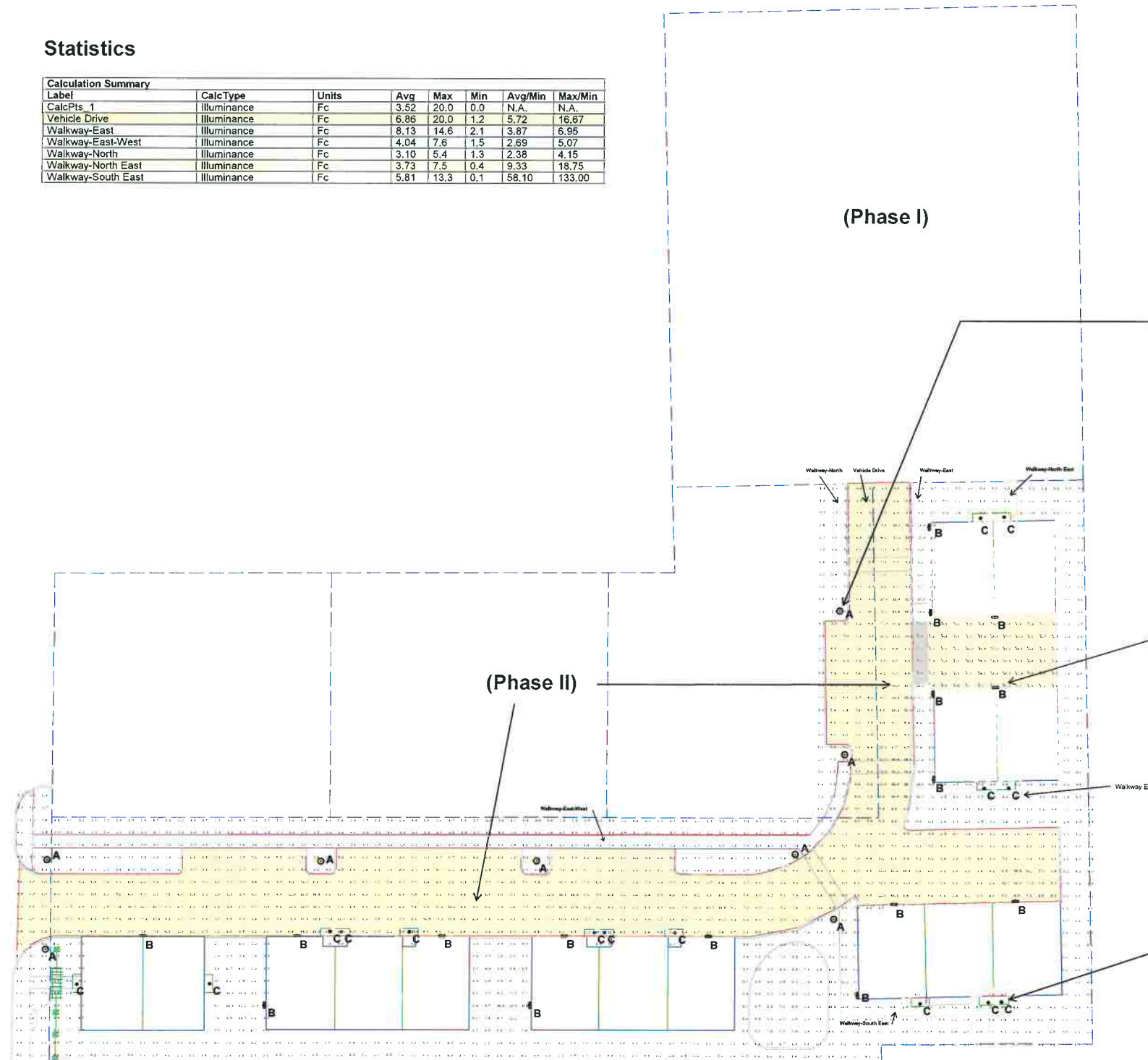
## Statistics

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts 1	Illuminance	Fc	3.52	20.0	0.0	N.A.	N.A.
Vehicle Drive	Illuminance	Fc	6.86	20.0	1.2	5.72	16.67
Walkway-East	Illuminance	Fc	8.13	14.6	2.1	3.87	6.95
Walkway-East-West	Illuminance	Fc	4.04	7.6	1.5	2.69	5.07
Walkway-North	Illuminance	Fc	3.10	5.4	1.3	2.38	4.15
Walkway-North East	Illuminance	Fc	3.73	7.5	0.4	9.33	18.75
Walkway-South East	Illuminance	Fc	5.81	13.3	0.1	58.10	133.00

**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

Revised: 11/9/2018 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.

LED Info		Driver Info	
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:	9874	277V:	0.35A
Efficacy:	66 LPW	Input Watts:	90W
		Efficiency:	87%

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

**RAB LIGHTING**

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.

LED Info		Driver Info	
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)

**RAB LIGHTING**

**JUNO** G1-S-52  
6" IC 900 LUMEN LED DOWNLIGHT NEW CONSTRUCTION  
IC22LED G4 09LM 40K 90CRI 120FRPC 239WH  
LENSED TRIMS

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

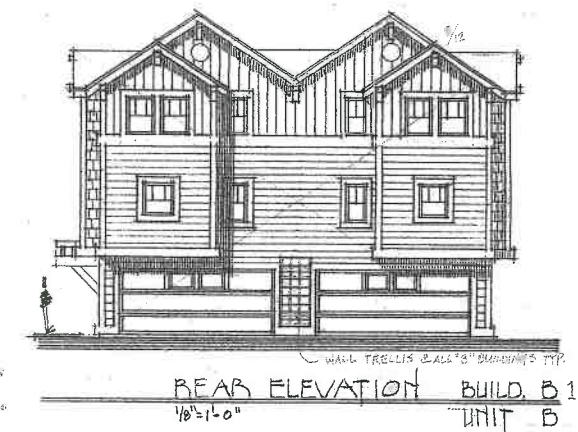
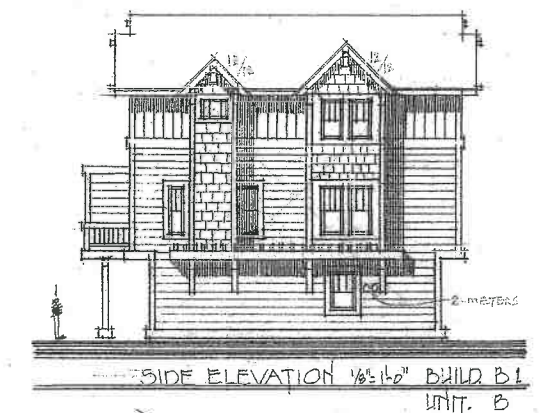
**JUNO LIGHTING**







Units 9-10



Units 11-12

PHASE 1 - 12 UNITS COSTLEY PARK





BUILDING D6 FRONT ELEVATION



BUILDING D6 SIDE ELEVATION



BUILDING D6 REAR ELEVATION



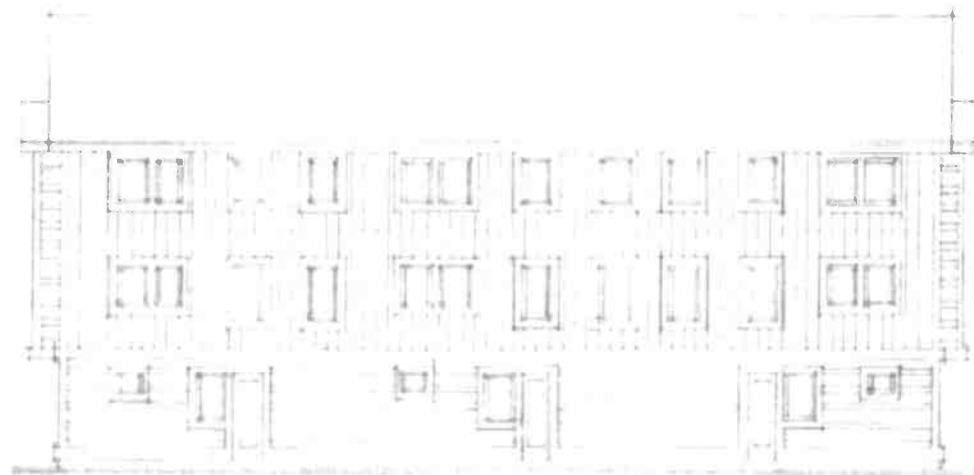
BUILDING D6 SIDE ELEVATION

## Unit 13-14-15





SIDE ELEVATION



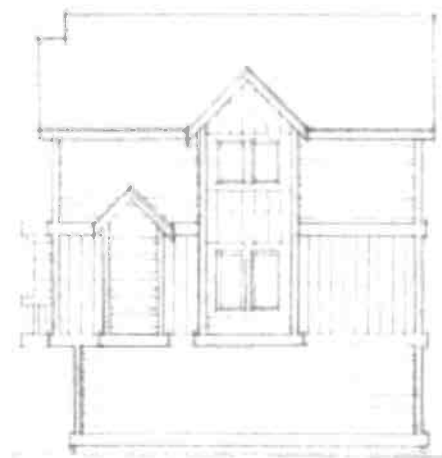
REAR ELEVATION



SIDE ELEVATION  
TRI- A



FRONT ELEVATION



SIDE ELEVATION



REAR ELEVATION



SIDE ELEVATION  
TRI- B



FRONT ELEVATION

Unit 16-17-18

Units 19-20-21



Lot 22-23



SIDE ELEVATION



REAR ELEVATION



SIDE ELEVATION

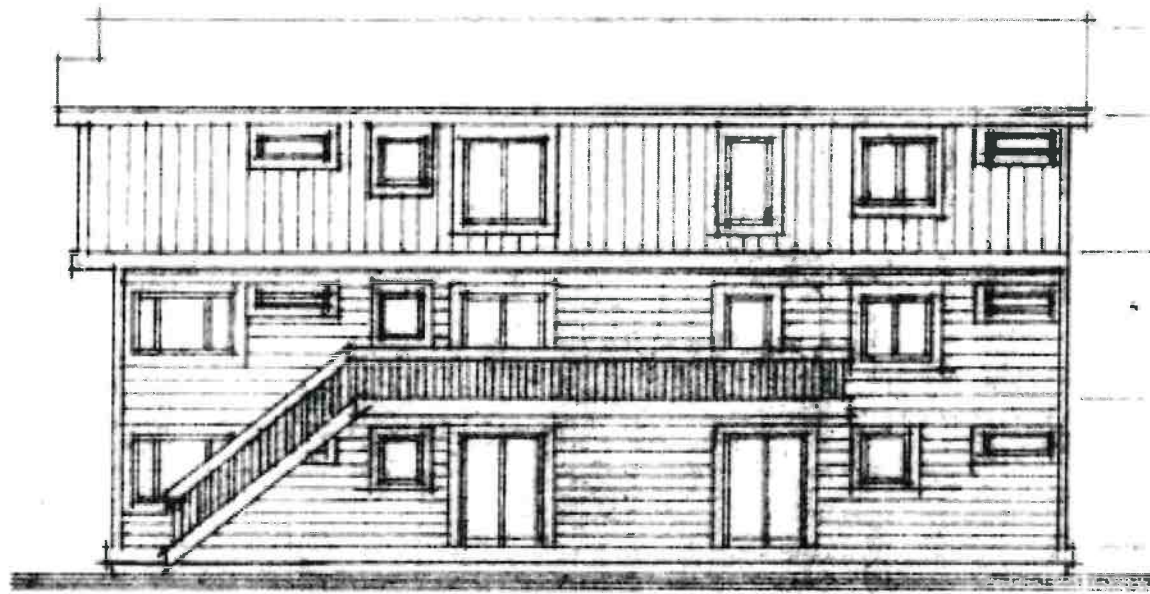


FRONT ELEVATION

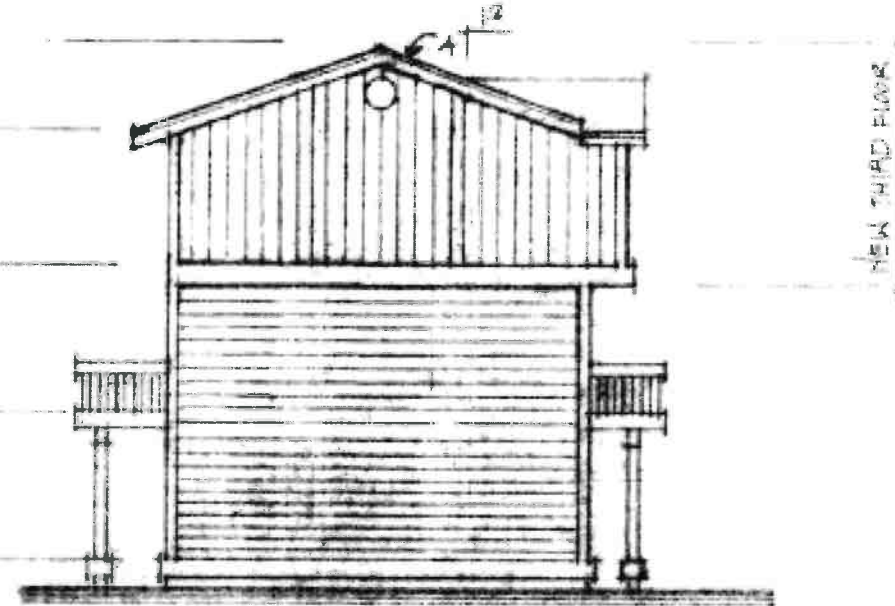




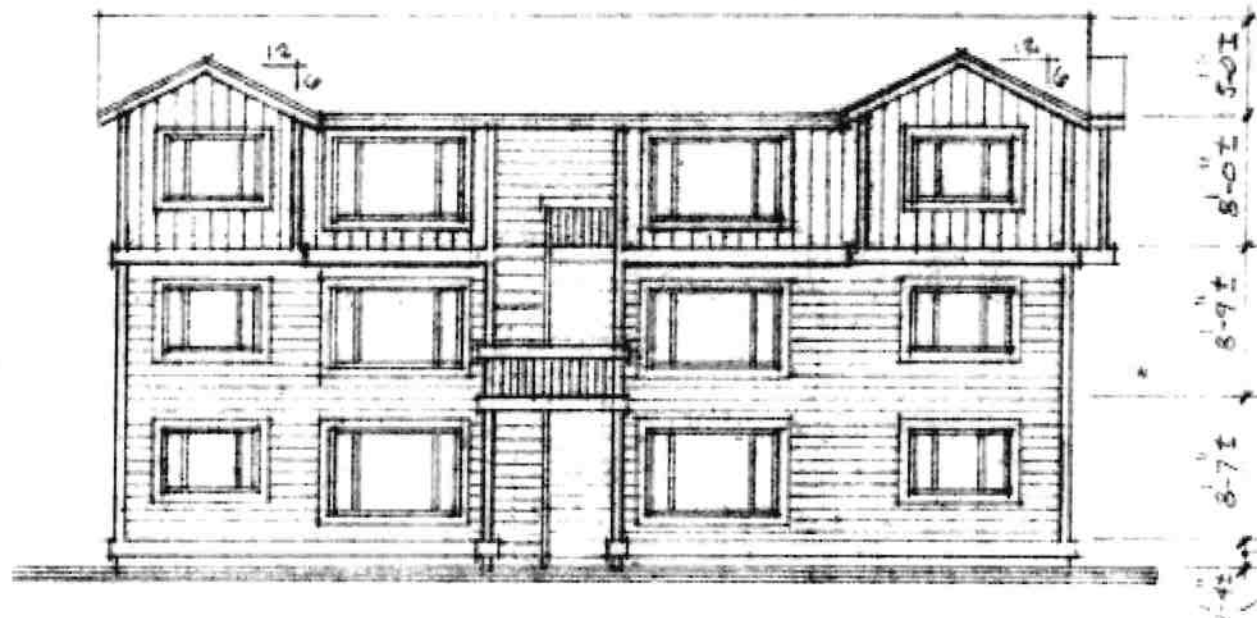
# LOT 24



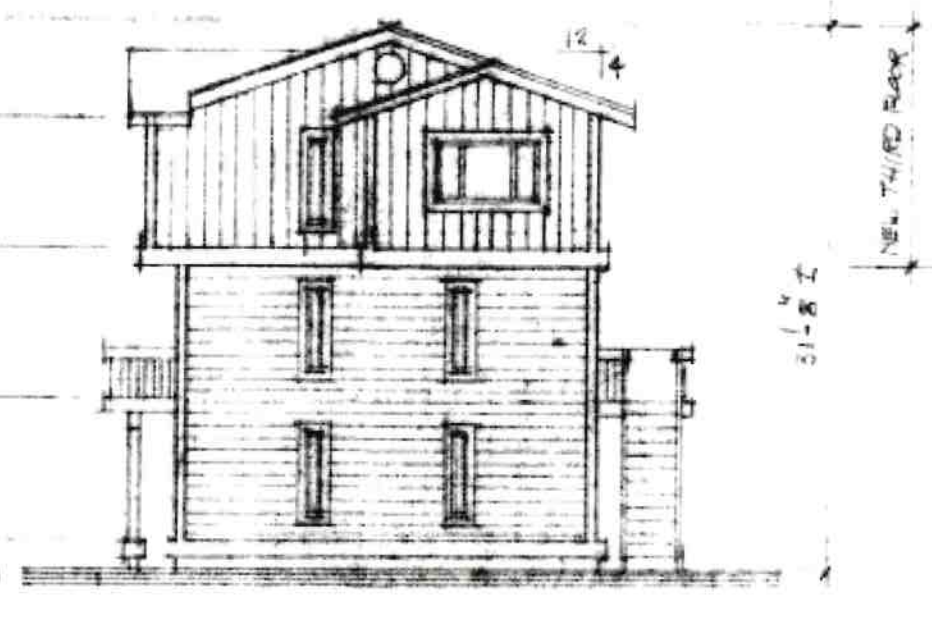
REAR ELEVATION  $\frac{1}{8}'' = 1'-0''$



LEFT SIDE ELEVATION  $\frac{1}{8}'' = 1'-0''$



FRONT ELEVATION  $\frac{1}{8}'' = 1'-0''$



RIGHT SIDE ELEVATION  $\frac{1}{8}'' = 1'-0''$





CITY OF TUKWILA FILE NO. \_\_\_\_\_

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 TWO)

RECORDING NO.

VOL./PAGE

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

## 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 \_\_\_\_\_

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 \_\_\_\_\_.

## EXISTING LEGAL DESCRIPTIONS

(REFERNECE: NEXITLE 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

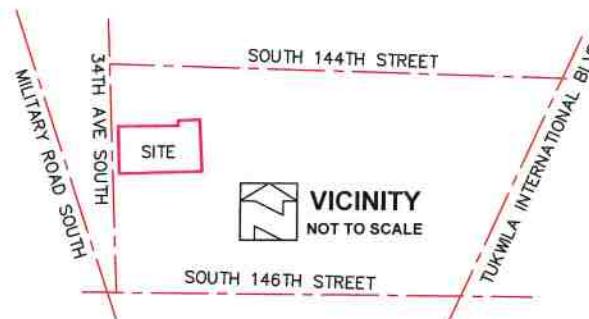
LOT 9 OF OSTERLY PARK TOWNHOMES (PHASE ONE), AS PER THE PLAT RECORDED IN VOLUME 272 OF PLATS, PAGE 59 THROUGH 62, RECORDS OF KING COUNTY AUDITOR; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

## 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 \_\_\_\_\_



## 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: 12/6/18 PROJECT NO. 18008 DRWN BY LAW  
JOB NO. 530/4 FIELD DATE 11/11/07 REVISED





CITY OF TUKWILA FILE NO. \_\_\_\_\_

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 TWO)

RECORDING NO.

VOL./PAGE

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, 16.79 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 63.73 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 268.08 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**

KC REC. NO. 20180927001053:

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 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

B. 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.

**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, 8.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 87°32'19" WEST, ALONG THE SOUTH LINE THEREOF, 40.00 FEET; THENCE NORTH 02°59'12" EAST 40.01 FEET; THENCE SOUTH 87°32'24" EAST 23.20 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 15.87 FEET; THENCE SOUTH 01°09'38" WEST 43.12 FEET TO THE TRUE POINT OF BEGINNING.

**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.

**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, 15.54 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 87°49'57" EAST 45.33 FEET; THENCE NORTH 01°09'38" EAST 4.00 FEET; THENCE NORTH 87°49'57" WEST 45.33 FEET TO THE WEST LINE OF SAID LOT 15; THENCE NORTH 01°09'38" EAST, ALONG SAID WEST LINE, 23.59 FEET TO A POINT ON A CURVE WHICH BEARS SOUTH 20°16'20" 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 4.22 FEET;  
THENCE SOUTH 01°09'38" WEST 26.18 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-\_\_\_\_\_

**RECREATION EASEMENTS**

A. THAT PORTION OF 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 SAID LOT 3, ON THE EAST MARGIN OF 34TH AVENUE SOUTH; THENCE SOUTH 87°32'19" EAST 146.00 FEET; THENCE NORTH 02°59'12" EAST 10.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 87°32'19" WEST 10.00 FEET; THENCE NORTH 02°59'12" EAST 30.00 FEET; THENCE SOUTH 87°32'24" EAST 20.00 FEET; THENCE SOUTH 02°59'12" WEST 30.00 FEET; THENCE NORTH 87°32'19" WEST 10.00 FEET TO THE TRUE POINT OF BEGINNING;  
DETAILED MAINTENANCE RESPONSIBILITIES SHALL BE AS LISTED UNDER THE CONVENTS, CONDITIONS, AND RESTRICTIONS UNDER KING COUNTY RECORDING NUMBER \_\_\_\_\_

B. THAT PORTION OF 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 SAID LOT 3, ON THE EAST MARGIN OF 34TH AVENUE SOUTH; THENCE SOUTH 87°32'19" EAST 60.00 FEET; THENCE NORTH 02°59'12" EAST 10.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 87°32'19" WEST 10.00 FEET; THENCE NORTH 02°59'12" EAST 30.00 FEET; THENCE SOUTH 87°32'24" EAST 20.00 FEET; THENCE SOUTH 02°59'12" WEST 30.00 FEET; THENCE NORTH 87°32'19" WEST 10.00 FEET TO THE TRUE POINT OF BEGINNING;  
DETAILED MAINTENANCE RESPONSIBILITIES SHALL BE AS LISTED UNDER THE CONVENTS, CONDITIONS, AND RESTRICTIONS UNDER KING COUNTY RECORDING NUMBER \_\_\_\_\_

PRELIMINARY

SHEET 2 OF 4

SCHROETER LAND SURVEYING

PROFESSIONAL LAND SURVEYORS

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

DATE: 12/6/18	PROJECT NO. 18008	DRWN BY LAW
JOB NO. 530/4	FIELD DATE 11/11/07	REVISED 12/17/18



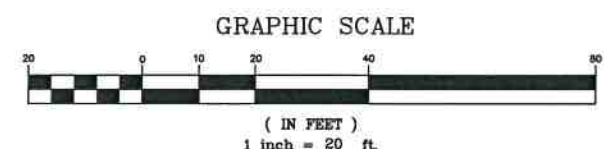
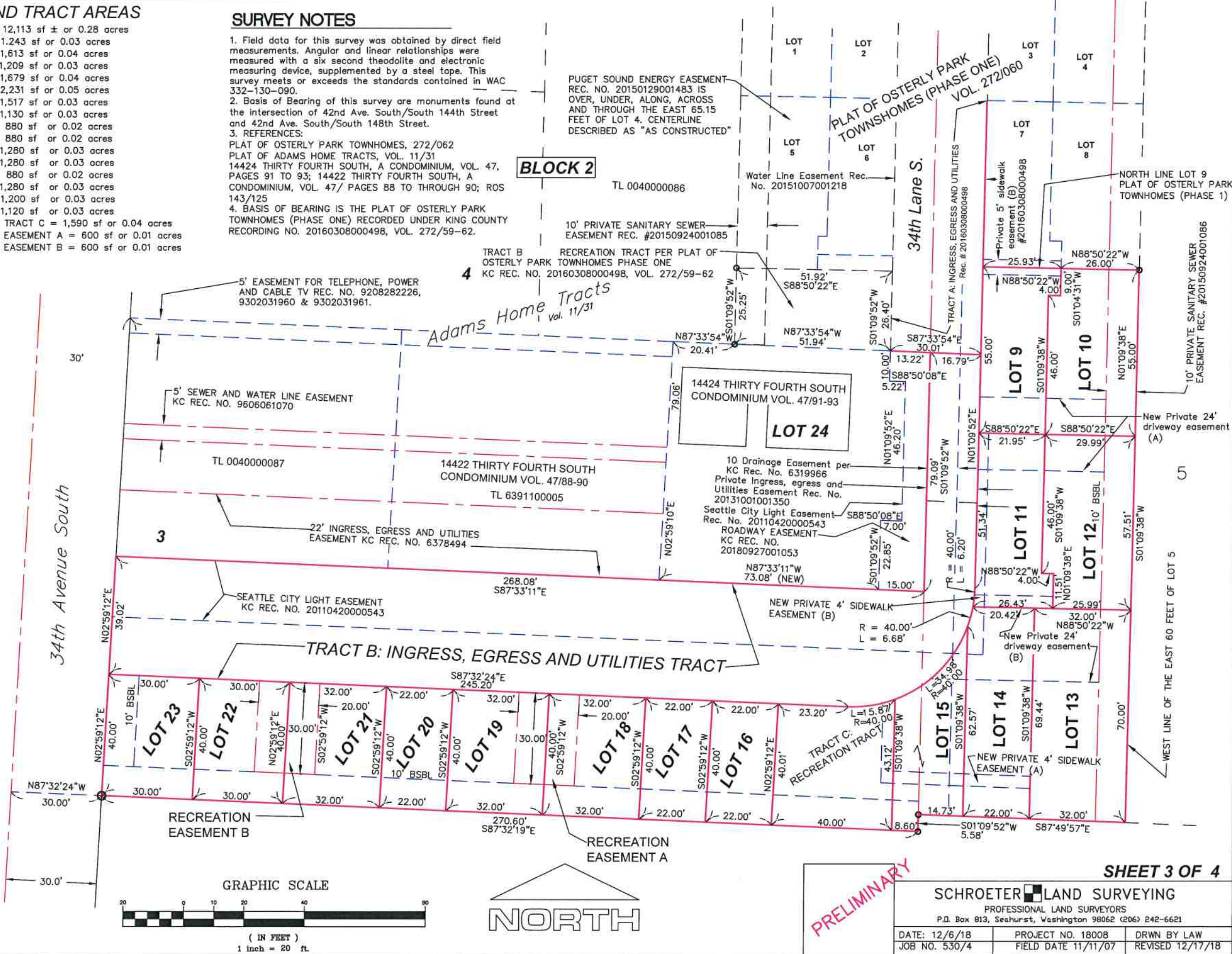


LOT AND TRACT AREAS

- 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 = 1,130 sf or 0.03 acres
- LOT 16 = 880 sf or 0.02 acres
- LOT 17 = 880 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 = 1,280 sf or 0.03 acres
- LOT 22 = 1,200 sf or 0.03 acres
- LOT 23 = 1,120 sf or 0.03 acres
- RECREATION TRACT C = 1,590 sf or 0.04 acres
- RECREATION EASEMENT A = 600 sf or 0.01 acres
- RECREATION EASEMENT B = 600 sf or 0.01 acres

SURVEY NOTES

- 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.
- 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.
- 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
- BASIS OF BEARING IS THE PLAT OF OSTERLY PARK TOWNHOMES (PHASE ONE) RECORDED UNDER KING COUNTY RECORDING NO. 20160308000498, VOL. 272/59-62.



PRELIMINARY

SCHROETER LAND SURVEYING		
PROFESSIONAL LAND SURVEYORS		
P.O. Box 813, Seahurst, Washington 98062 (206) 242-6621		
DATE: 12/6/18	PROJECT NO. 18008	DRWN BY LAW
JOB NO. 530/4	FIELD DATE 11/11/07	REVISED 12/17/18







CITY OF TUKWILA FILE NO. L

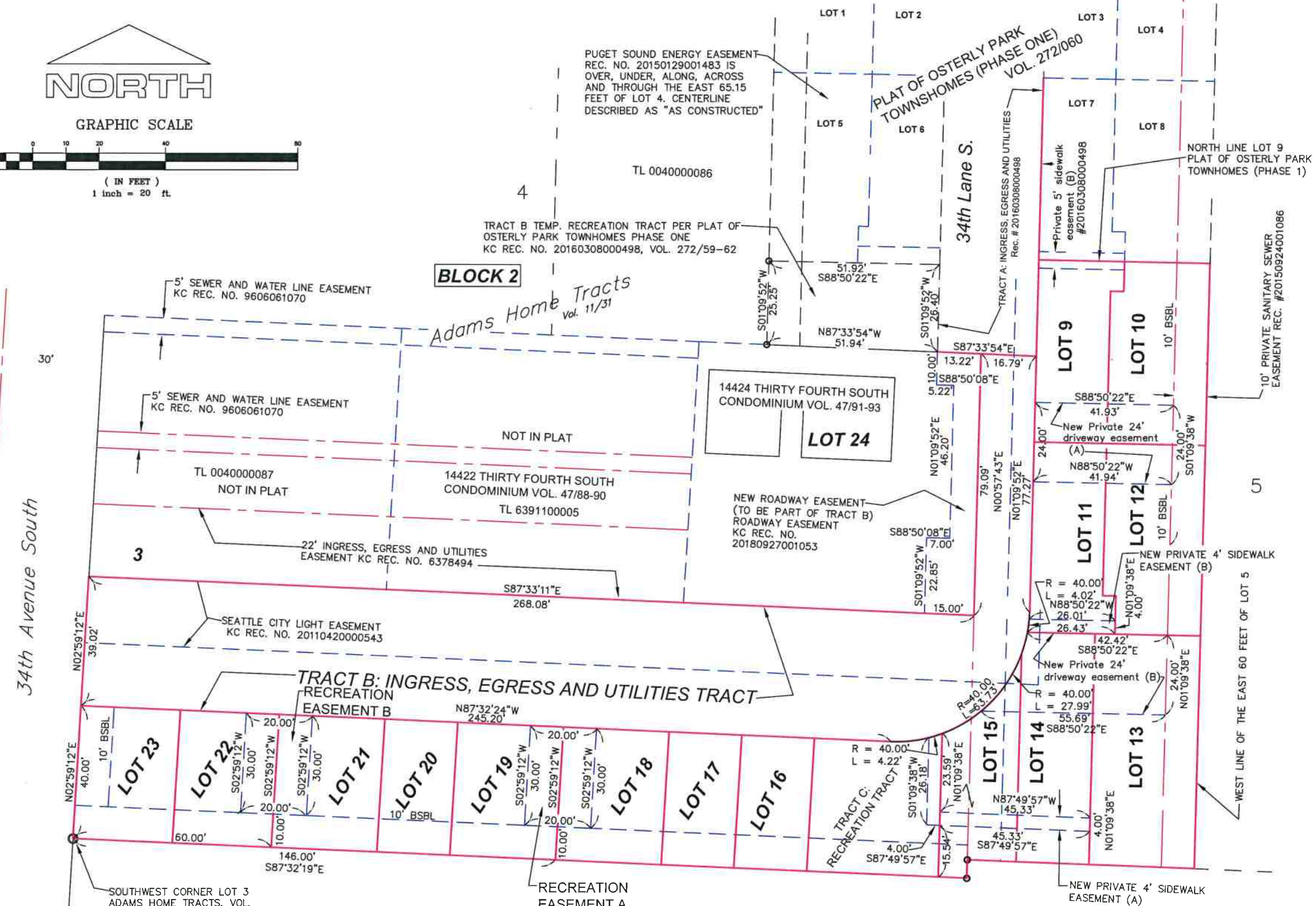
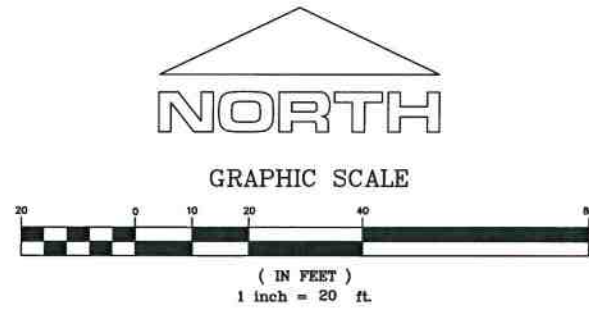
City of Tukwila  
Department of Community Development  
6300 Southcenter Boulevard, Tukwila, WA 98188  
Telephone (206) 431-3670 FAX (206) 431-3665

City of Tukwila

Plat of Osterly Park Townhomes (PHASE 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, RECREATION TRACT, DRIVEWAY AND SIDEWALK EASEMENTS LOCATIONS



PRELIMINARY

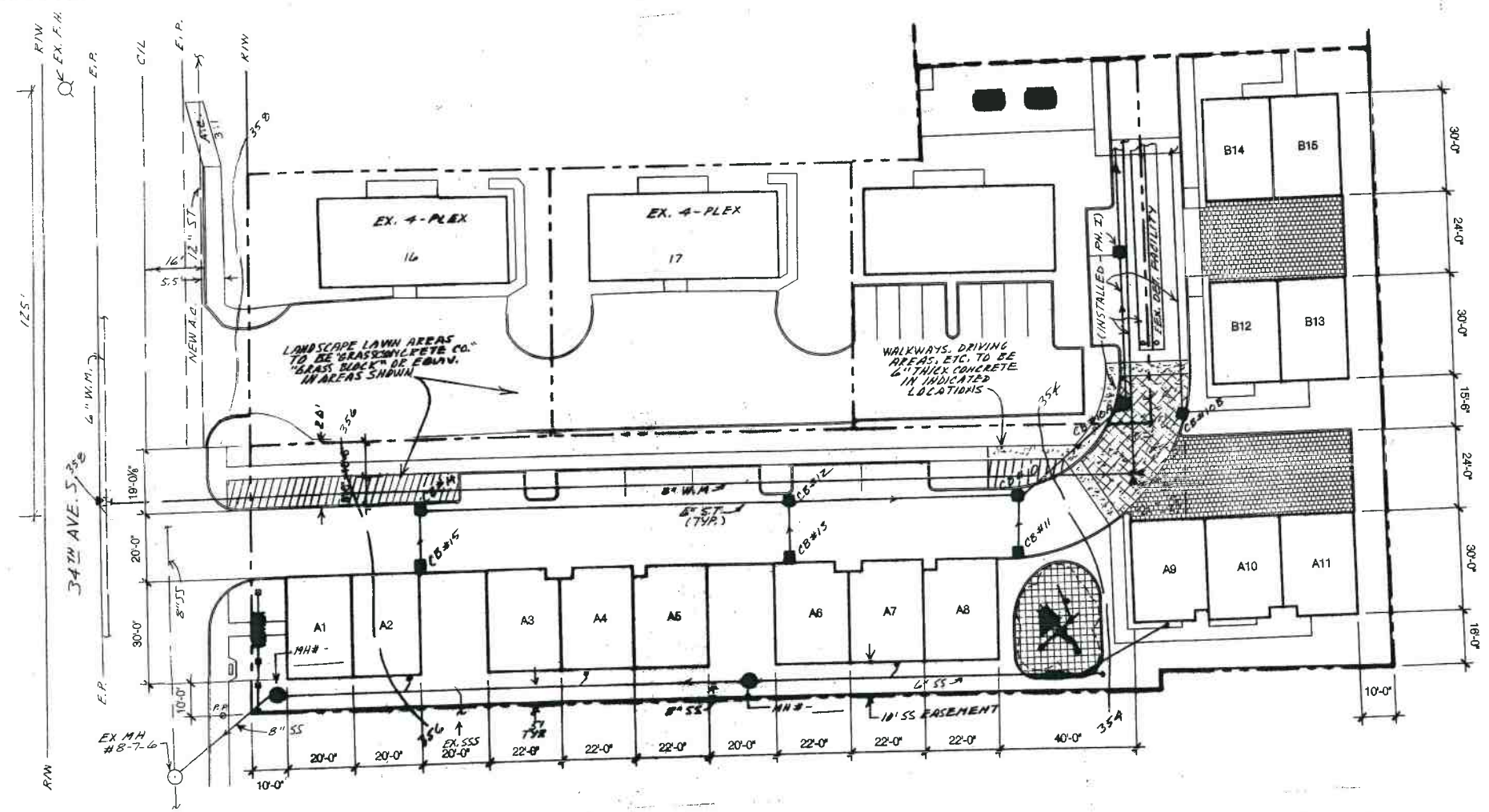
SHEET 4 OF 4

SCHROETER LAND SURVEYING		
PROFESSIONAL LAND SURVEYORS		
P.O. Box 813, Seahurst, Washington 98062 (206) 242-6621		
DATE: 12/6/18	PROJECT NO. 18008	DRWN BY LAW
JOB NO. 530/4	FIELD DATE 11/11/07	REVISED 12/17/18



**SITE IMPROVEMENT PLAN**  
 23 94 Lot Townhouse Sub-Division  
 3429 S. 144th Street, Tukwila, WA 98168  
 PN's: 004000-0083, 004000-0087, 004000-0087,  
 004000-0088, 004000-0084, 638110-0000 and 638111-0000

**PHASE II**

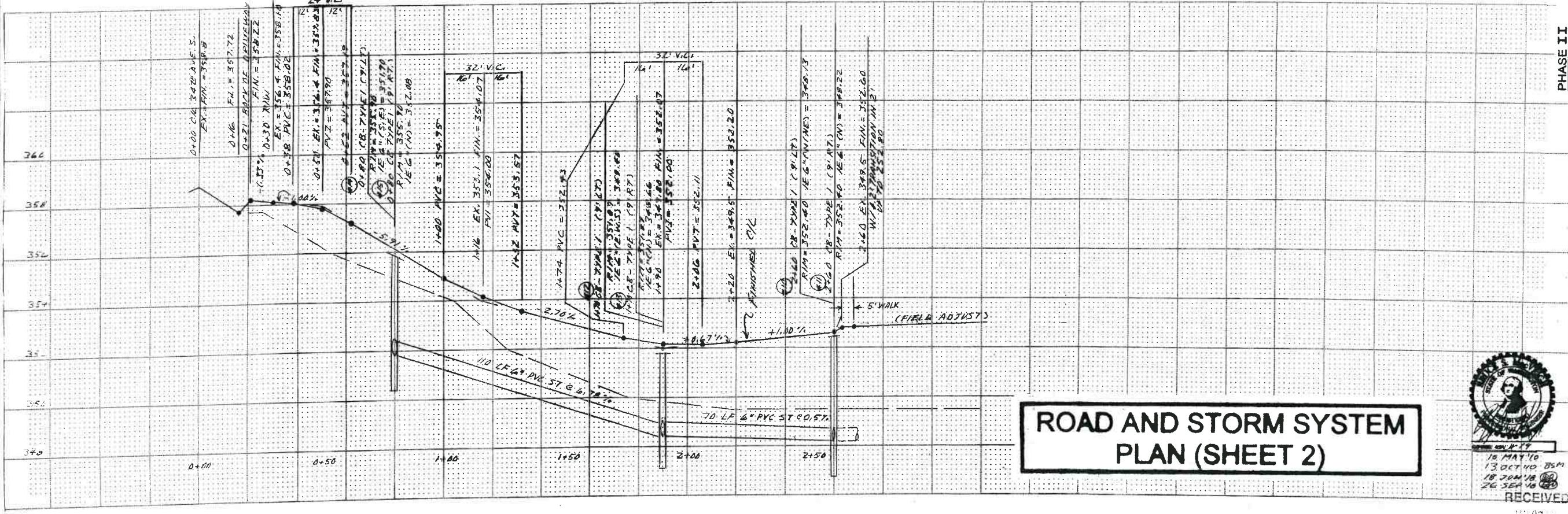


**Bruce S. MacVeigh, P.E. - Civil Engineer**  
 14245 59th Avenue South  
 Tukwila, WA 98168  
 Office: (206) 842-1665 FAX: Same - call first.

Mike Overback  
 4620 S. 143rd Street  
 Tukwila, WA 98168  
 (206) 283-8356

CLIENT

**PHASE II**  
**SITE IMPROVEMENT PLAN**  
 23 94 Lot Townhouse Sub-Division  
 3429 S. 144th Street  
 Tukwila, WA 98168  
 PN's: 004000-0083, 004000-0087,  
 004000-0087, 004000-0088, 004000-0084,  
 638110-0000 and 638111-0000



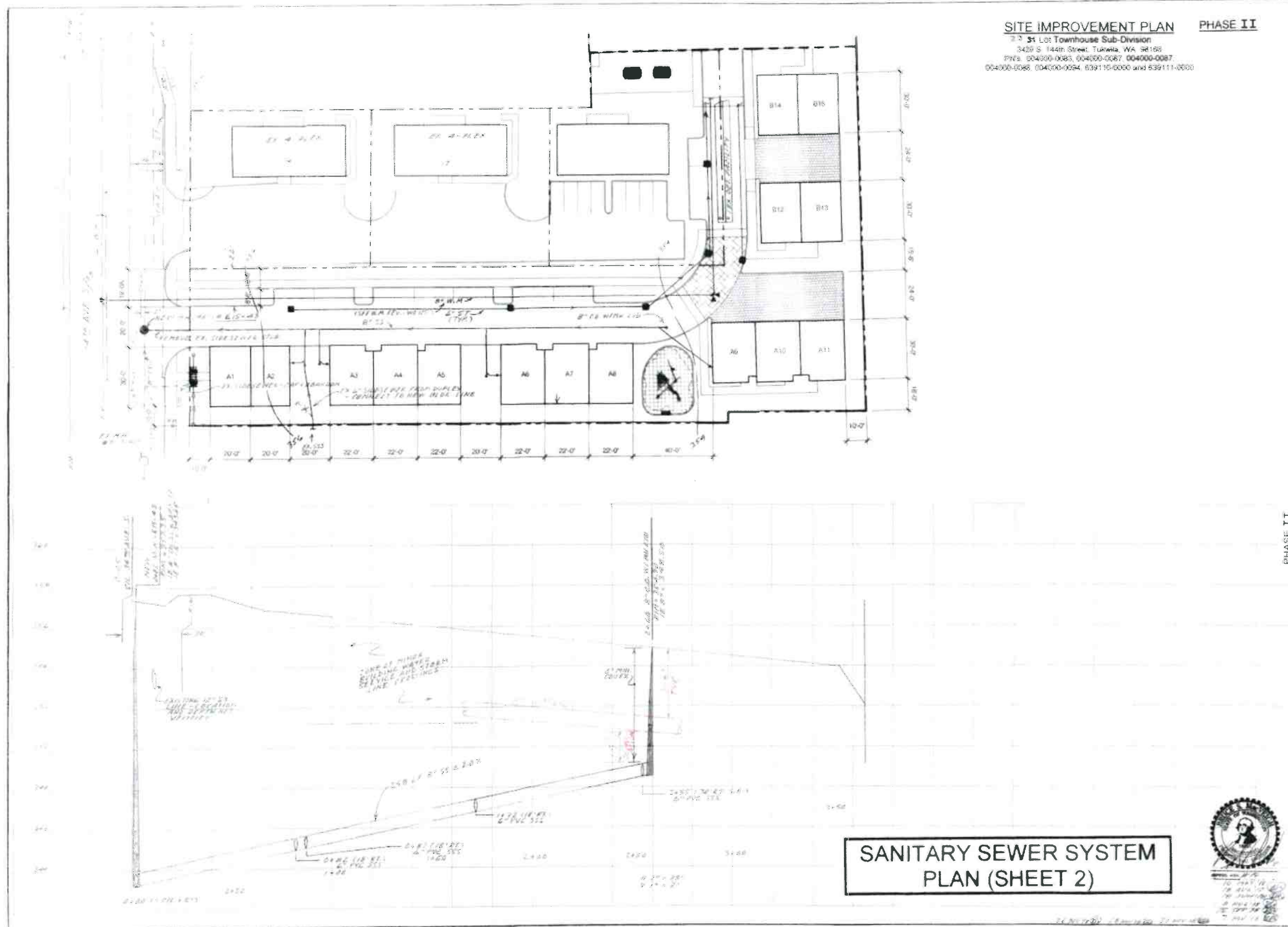
**ROAD AND STORM SYSTEM PLAN (SHEET 2)**



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

JOB NO.	DESIGN	DATE	SCALE	REV	DESCRIPTION	DATE	APPD
0819	537		1" = 20'				
	537						
	537						
		9 MAY '10					





**SITE IMPROVEMENT PLAN PHASE II**  
 2.3 31 Lot Townhouse Sub-Division  
 3420 S. 144th Street, Tukwila, WA 98168  
 P.N.s. 004000-0083, 004000-0087, 004000-0087  
 004000-0086, 004000-0084, 004000-0000 and 004000-0000

**Bruce S. MacVeigh, P.E. - Civil Engineer**  
 14245 49th Avenue South  
 Tukwila, WA 98168  
 Office: (206) 447-7666 FAX: Same as cell phone

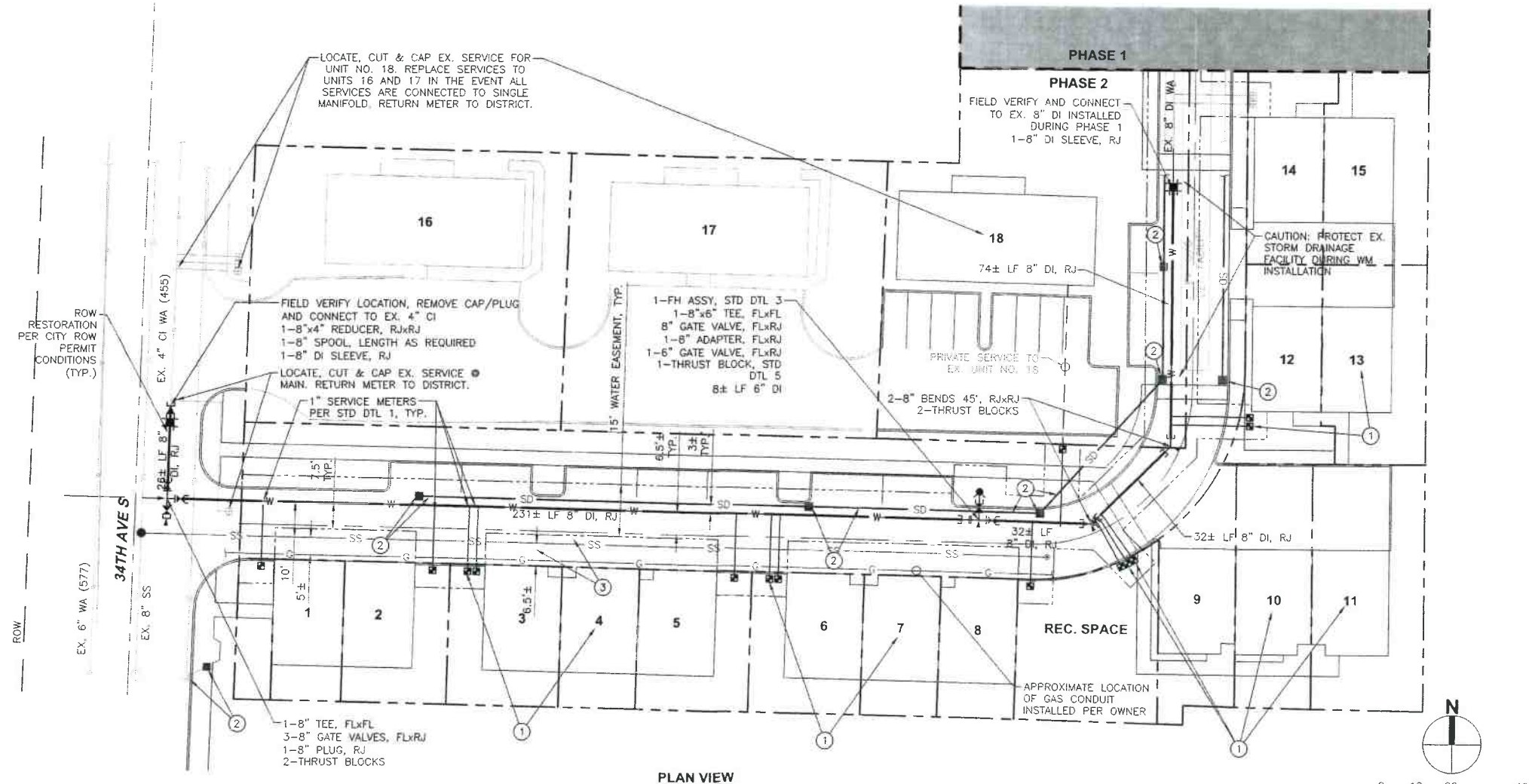
Mark Overdose  
 4807 S. 148th Street  
 Tukwila, WA 98168  
 (206) 361-6186

**SITE IMPROVEMENT PLAN**  
 2.3 31 Lot Townhouse Sub-Division  
 3420 S. 144th Street, Tukwila, WA 98168  
 P.N.s. 004000-0083, 004000-0087, 004000-0087  
 004000-0086, 004000-0084, 004000-0000 and 004000-0000

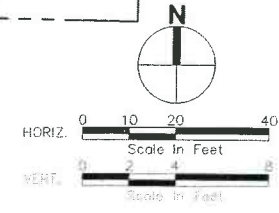


DATE	DESCRIPTION	BY	DATE





PLAN VIEW

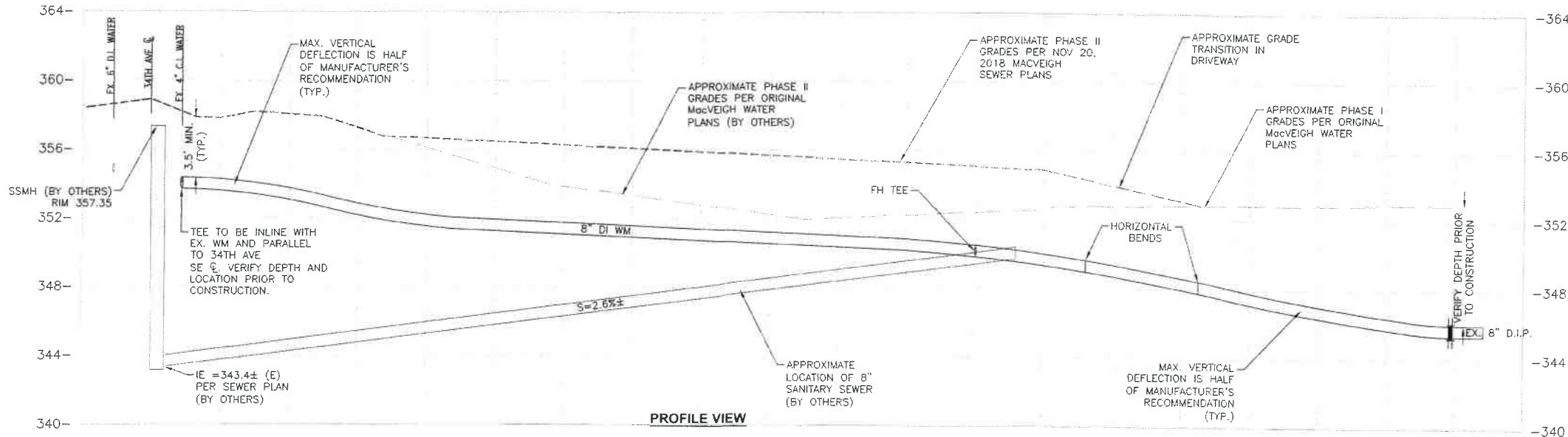


**CONSTRUCTION NOTES**

1. PRIVATE EASEMENT FOR CUSTOMER SERVICE LINE REQUIRED.
2. INSTALL CB INSERT.

**NOTES**

1. PHASE 2 SITE PLAN PROVIDED BY LANDSCAPE ARCHITECT, DEVELOPER AND CONTRACTOR TO VERIFY CONDITIONS.
2. EX. UTILITIES AND OFFSITE IMPROVEMENTS SHOWN ARE APPROXIMATE ONLY BASED ON CIVIL SITE IMPROVEMENT PLANS FOR PHASES 1 AND 2 BY BRUCE S. MACVEIGH. UTILITIES AND OFFSITE IMPROVEMENTS HAVE NOT BEEN SURVEYED. CONTRACTOR TO LOCATE AND VERIFY LOCATION OF ONSITE AND OFFSITE UTILITIES AND IMPROVEMENTS PRIOR TO CONSTRUCTION.
3. PROPOSED STORM IMPROVEMENTS ARE APPROXIMATE ONLY AND ARE BASED ON PHASE 2 SITE PLAN PREPARED BY BRUCE S. MACVEIGH. DEVELOPER AND CONTRACTOR TO VERIFY CONDITIONS PRIOR TO CONSTRUCTION AS DIFFERENCES EXIST BETWEEN UTILITIES AND IMPROVEMENTS IN PHASES 1 AND 2 PLANS.
4. THIS PLAN IS FOR CONSTRUCTION FOR WATER IMPROVEMENTS ONLY. EROSION CONTROL MEASURES SHOWN ARE THE MINIMUM ANTICIPATED FOR WATER INSTALLATION ONLY. REFER TO CIVIL PLANS FOR ADDITIONAL MEASURES FOR SITE CIVIL IMPROVEMENTS.
5. PROFILE IS BASED ON APPROXIMATE ELEVATIONS PER PHASE 2 CIVIL SITE PLAN.
6. FIRE MARSHAL APPROVAL REQUIRED FOR DISTRICT APPROVAL.
7. PHASE I EX. 3/4\"/>



PROFILE VIEW

REVISED REVISED CONSTRUCTION SET

FILE NAME: P:\18073\18073 OVERBECK PLAT PHASE 2\CONSTRUCTION\DWG\18073\_18073\_01.dwg  
 DATE: 12/11/2018 8:37 AM  
 USER: jlp  
 PLOT TIME: 12/11/2018 8:37 AM  
 PLOT SCALE: 1/8\"/>

DESIGNED	HPP				
DRAWN	MLBM				
CHECKED	HPP				
SYMBOL	REVISION	DATE	BY	APP'D	
		12/10/18	HPP		

**PACE**  
An Engineering Services Company

11255 Kirkland Way, Suite 300  
Kirkland, WA 98033  
p. 425.827.2014 | f. 425.827.5043

Civil | Structural | Planning | Survey  
www.paceengr.com

King County  
Water District  
No. 125

**VERIFY SCALE**  
BAR IS ONE INCH ON ORIGINAL DRAWING.  
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DATE: 9/26/2018  
SCALE: AS SHOWN

**OSTERLY PARK TOWNHOMES - PHASE II**  
WATER PLAN & PROFILE

CALL BEFORE YOU DIG 811  
UNDERGROUND SERVICE (USA)

12/11/18

JOB NUMBER: 18073  
DWG NAME: P18073\_WA  
SHEET 2 OF 4





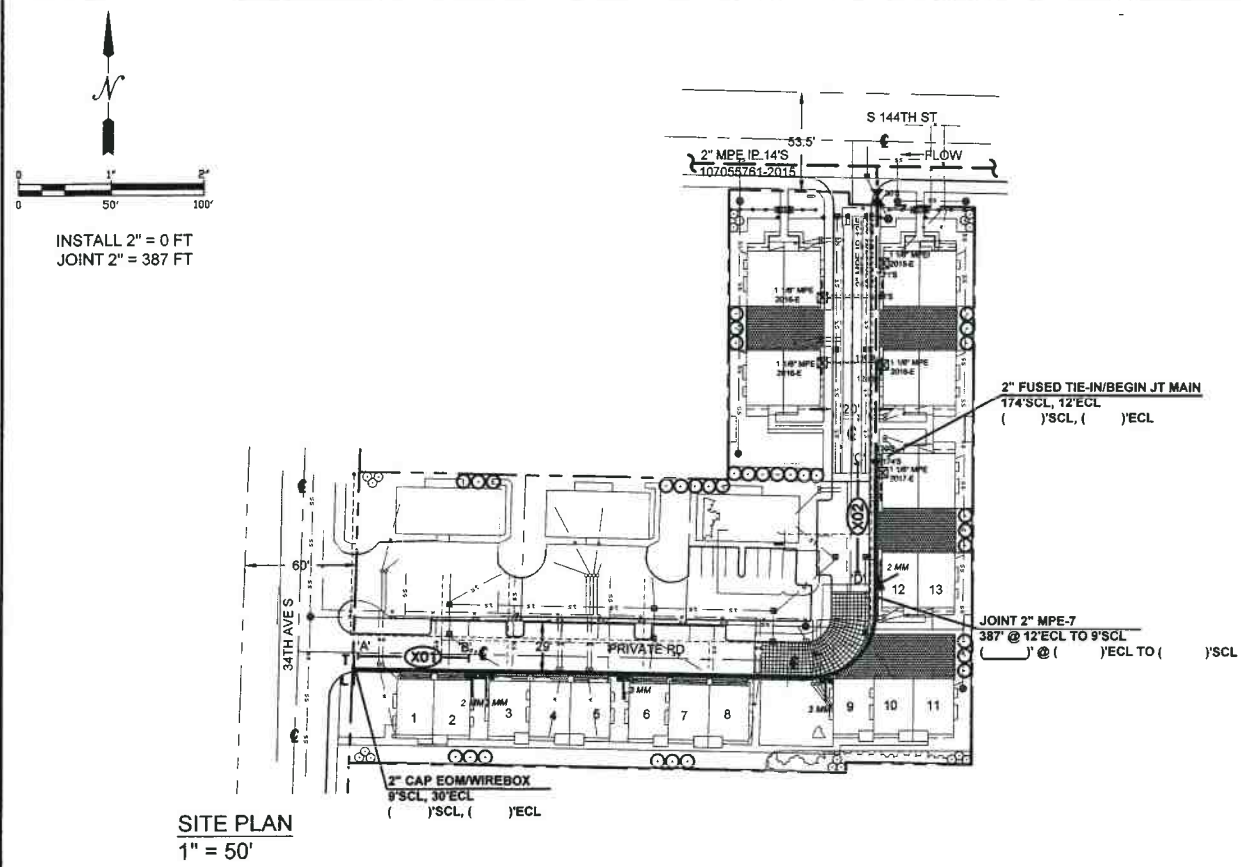
CROSSINGS CONDUIT TABLE

X-ING NO.	LOCATION		GAS			Length (ft)	Remarks (type of crossing) (Primary, Feeder, Secondary, St. Light, Gas Only, etc.)	
	FROM	TO	SIZE (in)	Type	Qty			
X01	'A'	'B'	4	40	1	N	80	GAS MAIN SLEEVE
X02	'C'	'D'	4	40	1	E	EXISTING	EXISTING GAS MAIN SLEEVE INSTALLED IN PHASE 1

80 = 4" YELLOW SCH 40 PVC (ft)  
2 = Total 4" PVC Plug / Caps

GENERAL NOTES - GAS (JOINT TRENCH):

- Excavator to contact Utilities Underground Location Center (One-Call) 48 hours prior to construction, to two working days prior to construction. 1-800-424-5555
- Notify appropriate permitting agency prior to job start (see permit requirements).
- Erosion and sediment control shall be per PSE Standard Practice 0150.3200 Techniques for Temporary Erosion and Sediment Control and any additional local jurisdiction requirements.
- Any change in route, pipe size/type, tie-in method or additional main footage must be approved by the appropriate Engineer/Project Manager.
- Complete "Exposed Pipe Condition Report" on all exposed existing Steel PSE Facilities. Check box on report for wire box (Test Lead) installation.
- Pipeline Markers and Warning Signs shall be installed and recorded by the Contractor per PSE Gas Operating Standard 2525.2500.
- To prevent accidental overpressure of adjoining systems, no two mains shall be connected, except as shown on this design, unless approved by the appropriate Engineer/Project Manager.
- System MAOP denoted by  System MAOP = 45 PSIG
- Install Main Valves out of traffic where possible.
- Gauge (use Manometer for LP Systems) and monitor use of all stoppers and squeezes to insure adequate feed.
- Install one pound Anode for every 1000' of locating wire. Install Anode and Test Lead Wires per PSE Gas Operating Standards 2525.1200 and 2525.2300.
- If STW pipe involved, coordinate installation with CP Tech. N/A Cell # N/A
- Purge Points and Pressure Taps shall be installed per PSE Gas Operating Standards 2525.3400 and PSE Gas Field Procedures Manual 0812 and 0813.
- Mains and services shall be tested and purged per PSE Gas Operating Standards 2525.3300 and 2525.3400.
- Unless otherwise noted:  
All pipes installed in place to be 2" MPE-7.  
All crossings to be Yellow 4" PVC.  
All Services to be 1-1/8" PE.  
/ denotes service stub location.  
( ) denotes footage between fittings.
- Customer to dig and backfill on private property or easement only. Trenches must conform to PSE Gas Operating Standards 2525.1500, 2525.1600 and 2525.1700.
- Note all recordable footages, locations and material changes on the as-built in red.
- Upon completion of the project send the print copy, along with the completed work order, listing crew & actual materials used to the appropriate design group.
- On site pre-con required before start of job.
- At symbol: install natural gas main piping and fixtures. Size as indicated on tables and work sketch (gas main is to parallel power system unless otherwise shown on work sketch).
- Inclement weather conditions may cause delays in construction times and dates.

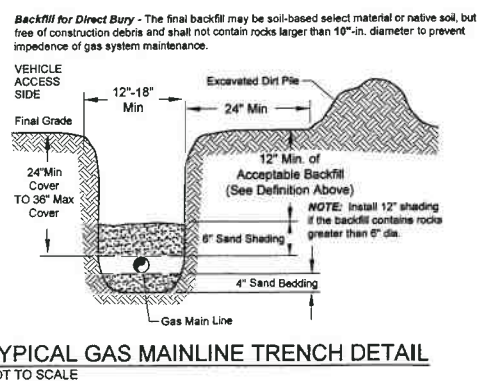
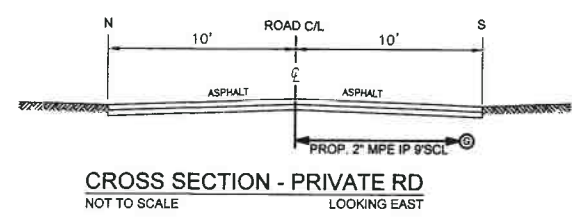
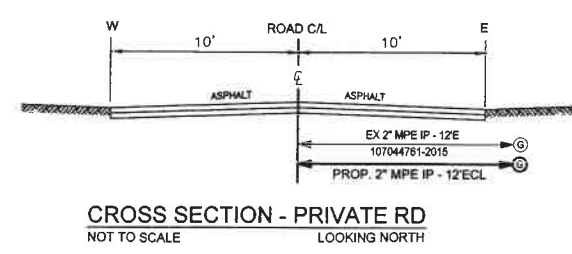


PIPE SEGMENT	FOREMAN'S NAME	DATE	Verify Testing Requirements, Chart vs Gauge GOS 2525.3300 sec. 5, Table 5-1 and sec. 5.5			
			TYPE TEST	SOAP	AIR	NITROGEN
			DATE ON	START TIME	TESTED BY	
			DATE OFF	STOP TIME		
			PRESSURE	TEST RESULTS	P	F

GAS SERVICE PIPE TABLE

DESCRIPTION OF ACTIVITIES	LOCATION		PIPE		DESIGN		AS-BUILT		REMARKS
	FROM	TO UNIT	SIZE (IN)	TYPE	LENGTH (FT)	LOCATION	LENGTH (FT)	EFV SIZE	
SS SINGLE	2" MAIN	1,2	1 1/8	MPE-7	10	( ) ECL		2600	
SS SINGLE	2" MAIN	3,4,5	1 1/8	MPE-7	10	( ) ECL		2600	
SS SINGLE	2" MAIN	6,7,8	1 1/8	MPE-7	10	( ) ECL		2600	
SS SINGLE	2" MAIN	9,10,11	1 1/8	MPE-7	10	( ) ECL		2600	
SS SINGLE	2" MAIN	12,13	1 1/8	MPE-7	10	( ) SCL		2600	

SS SINGLES = 5 50 FT 1 1/8" PE PIPE



FITTER'S CHECKLIST (CHECK BOX TO CONFIRM COMPLETION)

- Inspected Steel and PE pipe per GOS 2450.1400 and 2450.1500
- Reviewed and complied with all construction notes.
- Recorded all required information on the as-built per GOS 2500.1700.
- Completed post installation inspection per GOS 2525.1200 and 2525.2700.
- Left the work area in a clean and safe condition.

Foreman's Signature: \_\_\_\_\_  
Foreman's Name (printed): \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

GAS MAIN INSTALLATION/RETIREMENT			
Type/Work	Pipe Size	Type	Est Length / Act Lgh / Manufacturer
INSTALL	2"	MPE-7	0 FT
JOINT	2"	MPE-7	387 FT

Verify Testing Requirements, Chart vs Gauge  
GOS 2525.3300 sec. 5, Table 5-1 and sec. 5.5

TYPE TEST	SOAP	AIR	NITROGEN	WATER
DATE ON	/ /	START TIME		TESTED BY
DATE OFF	/ /	STOP TIME		
PRESSURE	TEST RESULTS	P	F	

DESIGN PRESS: 45 | SYS MAOP: 45 | IP: 058-45

PROJECT PHASE: \_\_\_\_\_ Notification #: \_\_\_\_\_ Order #: 107057078

GAS: SAP Superior 50085624

Service/Stub: N/A

Service/Meter: N/A

Service/Meter: N/A

Service/Meter: N/A

Ind. Service: N/A

Ind. MSA: N/A

Dis. Reg. / FT: N/A

HP Svcs/MSA: N/A

Relocate: N/A

Retirement: N/A

Owner / Developer Contact Info:  
144th St REO Partners, LLC  
4620 S 148th St  
Tukwila, WA 98168  
ATTN: Mike Overbeck  
206-787-0259 office

Project Manager Contact Information:  
Manager: Lee Brown  
Cell Phone: 425-417-8620  
E-Mail: lee.brown@pse.com

CALL (800) 424-5555  
2 BUSINESS DAYS BEFORE YOU DIG

THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF EXISTING FACILITIES

REV#	DATE	BY	DESCRIPTION	FUNCTION	CONTACT	PHONE NO	DATE
3	#	#	#	PROJECT MGR	L. BROWN	425-417-8620	8/29/18
2	#	#	#	ENGR - GAS	J. YANG	206-503-0706	8/29/18
1	#	#	#	DRAWN BY	J. YANG	206-503-0706	8/29/18

CHECKED BY: \_\_\_\_\_ 9/1/18

APPROVED BY: \_\_\_\_\_ 9/1/18

CP APPROVAL: N/A

PC APPROVAL: N/A

MAPPING: N/A

JOINT FACILITIES ARRANGEMENTS

UTILITIES	COMCAST	CENTURYLINK	RIGHT OF WAY	PSE PROJECT MANAGER
CONTACT	JERRY STEELE	JOSEPH THOMAS	AMBER YANG	LEE BROWN
PHONE#	253-286-7533	206-345-4905	415-452-2134	425-417-8620

SAP Sup Order Nbr: 107057078  
ELEC Order Number: N/A

SCALE: 1" = 50'  
PAGE: 1 OF 1

Sep 18, 2018 - 12:40pm J:\PLATS\Brown\Osterly Park Townhomes Ph.2 - 107057078\Design\JY FINAL 107057078.dwg