ASSESSOR'S PARCEL #: 0623049056

W.U.C.I.O.A. DECLARATION

THE FOLLOWING STATEMENT IS PROVIDED IF AND TO THE EXTENT THIS SUBDIVISION IS CONSTRUED AS A COMMON INTEREST COMMUNITY UNDER THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT ("WUCIOA"):

THE ONLY PORTIONS OF WUCIOA THAT APPLY TO THIS SUBDIVISION ARE RCW SECTIONS 64.90.020, 64.90.025, AND 64.90.030 BECAUSE:

- A. THIS SUBDIVISION CONTAINS NO MORE THAN LOTS;
- B. THIS SUBDIVISION IS NOT SUBJECT TO ANY DEVELOPMENT RIGHTS AS THAT TERM IS DEFINED IN WUCIOA;
- C. THE DECLARANT FOR THIS SUBDIVISION (THE "DECLARANT") HAS NOT ESTABLISHED OR STATED ANY ASSESSMENTS FOR THE LOTS. HOWEVER, THIS SUBDIVISION MAY CONTAIN OBLIGATIONS ON THE OWNERS OF THE LOTS FOR CERTAIN MAINTENANCE AND OTHER OBLIGATIONS OUTSIDE THE OWNER'S LOT. THE DECLARANT BELIEVES IN GOOD FAITH THAT THE COST OF THESE MAINTENANCE AND OTHER OBLIGATIONS WILL NOT EXCEED THE AMOUNT SPECIFIED IN RCW 64.90.075; AND
- D. THE LIMITATIONS STATED IN PARAGRAPH C ABOVE WILL NOT BE EXCEEDED PRIOR TO NINETY (90) DAYS AFTER THE DATE THE DECLARANT HAS CONVEYED SEVENTY—FIVE PERCENT (75%) OF THE UNIT LOTS UNLESS APPROVED BY 90% OF THE OWNERS OF THE LOTS OTHER THAN THE DECLARANT.
- E. THIS SUBDIVISION IS A DECLARATION UNDER WUCIOA.

Α	PP	R	O	V	Α	L	S:
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DEPARTMENT OF DEVELOPMENT AND ENVIRONMENTAL SERVICES

EXAMINED AND APPROVED THIS DAY OF	2022
BY:	
DIRECTOR, LAND USE SERVICES DIVISION	
EXAMINED AND APPROVED THIS DAY OF	2022
BY:	
DEVELOPMENT ENGINEER	

KING COUNTY DEPT. OF ASSESSMENTS

EXAMINED AND APPROVED THIS DAY	OF202
ASSESSOR:	
DEPUTY ASSESSOR:	



DATE: _____

RECORDING 1	٧٥.		VOL.	/PAGE		
SCALE:	1 INCH = 30 FT.	0	15	30	60	
PORTION OF						
NW 1/4 of	NW 1/4, S.	6 T. 23	N., F	₹. 4 E	, W.M.	

DECLARATION:

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S) OF INTEREST IN THE LAND HEREBY SHORT SUBDIVIDED, HEREBY DECLARE THIS SHORT SUBDIVISION TO BE THE GRAPHIC REPRESENTATION OF THE SHORT SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOR EVER, ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL EASEMENTS AND TRACTS SHOWN ON THIS SHORT SUBDIVISION FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACES, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS SHORT SUBDIVISION AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SHORT SUBDIVIDED WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST KING COUNTY, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SHORT SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY KING COUNTY.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SHORT SUBDIVIDED AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD KING COUNTY, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SHORT SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SHORT SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SHORT SUBDIVISION. PROVIDED THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING KING COUNTY, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF KING COUNTY, ITS SUCCESSORS OR ASSIGNS.

THIS SHORT SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS
NAME:
BY ITS
STATE OF WASHINGTON)
SS COUNTY OF KING)
ON THIS DAY OF 2022 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED MEMBER OF
WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE ABOVE WRITTEN.

NOTARY	PUBLIC	IN	AND	FOR	THE	STATE	OF	WASHINGTON
RESIDING	AT.							

RI	EC	OR	DII	NG	CER	TIFI	ICA	TE
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FILED FOR RECORD THIS ______DAY OF ______2022
AT ______M. IN VOLUME _____OF SURVEYS,
PAGE _____AT THE REQUEST OF CHADWICK & WINTERS.

DEPARTMENT OF RECORDS & ELECTIONS

MANAGER SUPT. OF RECORDS

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF ELIAS WOLDE.

IN _____, 2022.

B.E. WINTERS, L.S. 45803

CHADWICK WINTERS

LAND SURVEYING AND MAPPING

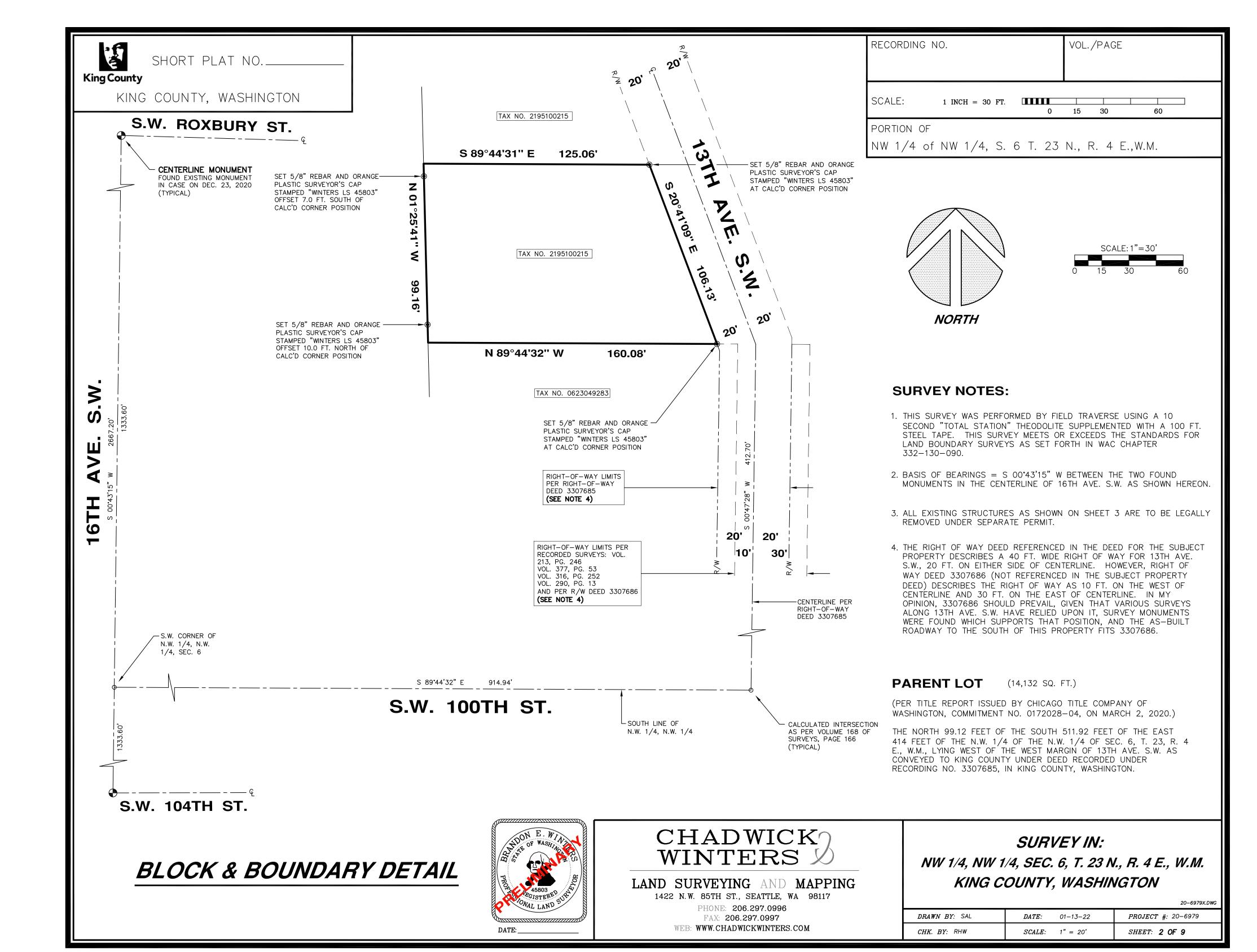
1422 N.W. 85TH ST., SEATTLE, WA 98117

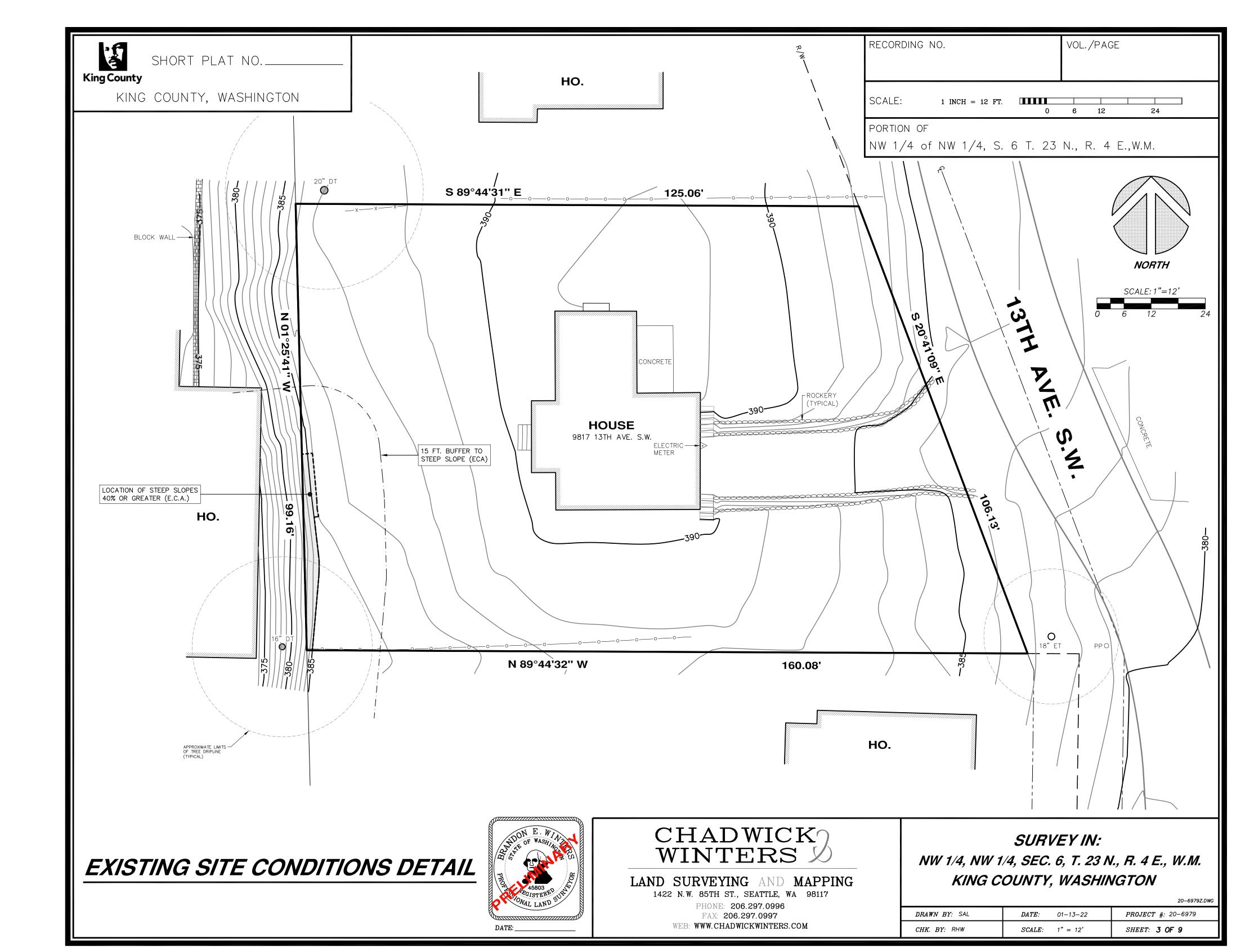
PHONE: 206.297.0996 FAX: 206.297.0997 WEB: WWW.CHADWICKWINTERS.COM

SURVEY IN: NW 1/4, NW 1/4, SEC. 6, T. 23 N., R. 4 E., W.M. KING COUNTY, WASHINGTON

REVISED: 01/13/22 20-6979X.DWG

DRAWN BY: SAL	DATE: 01-13-22	PROJECT #: 20-6979
CHK. BY: RHW	SCALE: N/A	SHEET: 1 OF 9





SHORT PLAT NO.______

King County

KING COUNTY, WASHINGTON

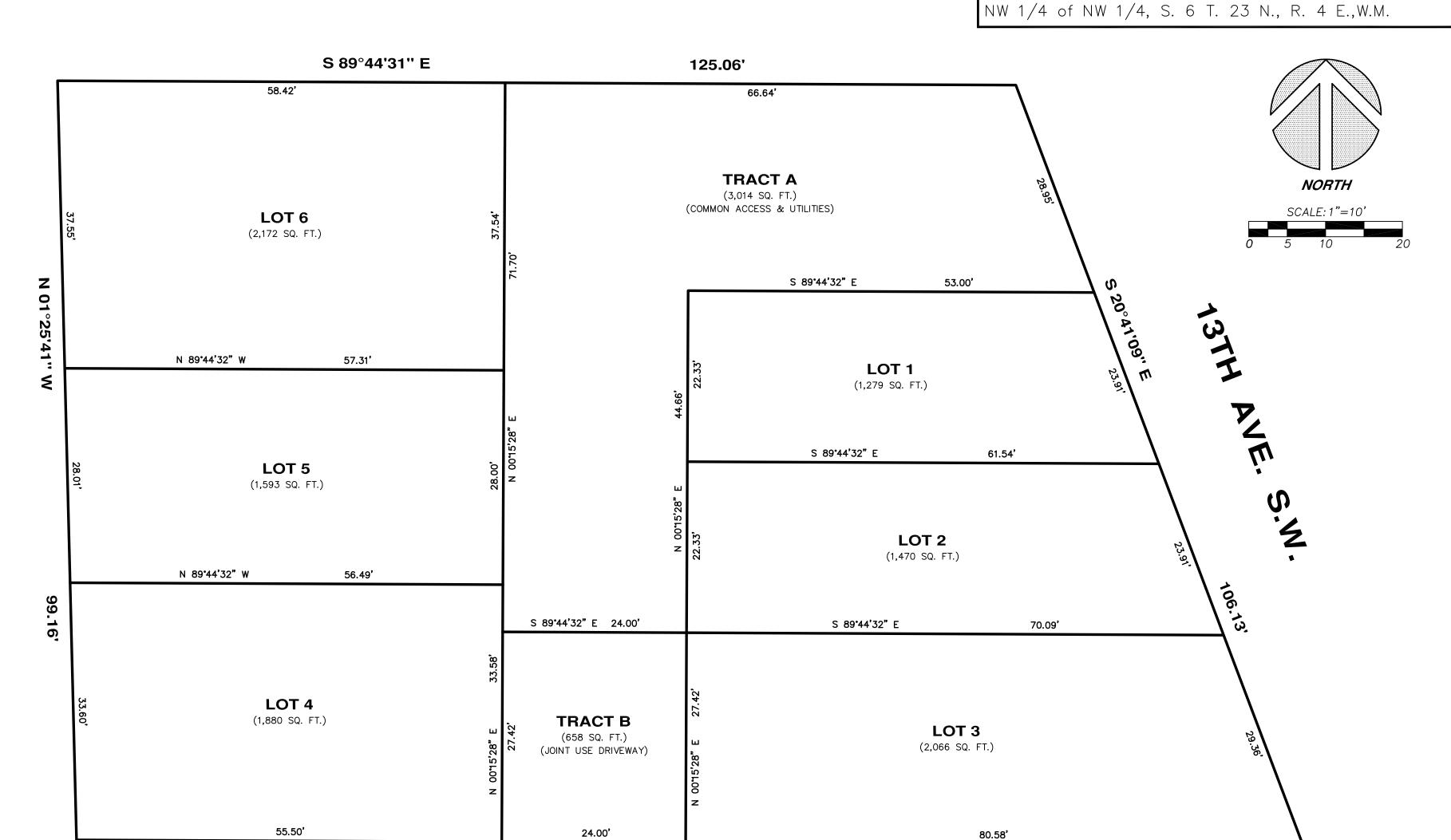
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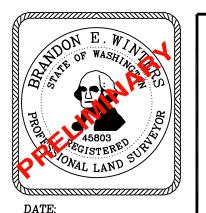
SCALE: 1 INCH = 10 FT.

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PORTION OF



SHORT SUBDIVISION DETAIL



N 89°44'32" W

CHADWICK WINTERS

160.08'

LAND SURVEYING AND MAPPING

1422 N.W. 85TH ST., SEATTLE, WA 98117

PHONE: 206.297.0996

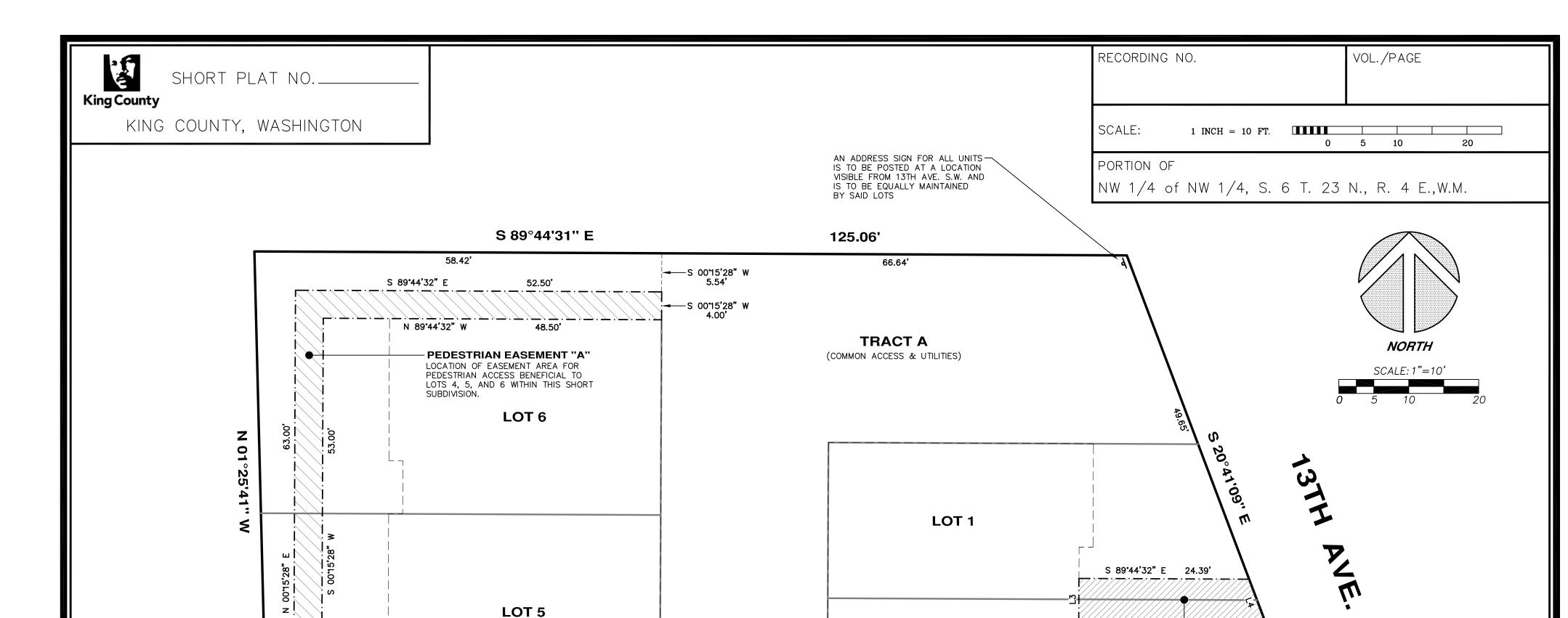
FAX: 206.297.0997

WEB: WWW.CHADWICKWINTERS.COM

SURVEY IN: NW 1/4, NW 1/4, SEC. 6, T. 23 N., R. 4 E., W.M. KING COUNTY, WASHINGTON

 DRAWN BY:
 SAL
 DATE:
 01-13-22
 PROJECT #: 20-6979

 CHK. BY:
 RHW
 SCALE:
 1" = 10'
 SHEET:
 4 OF 9



PEDESTRIAN EASEMENT DETAILS

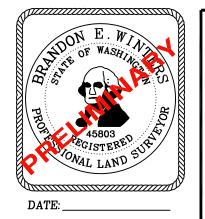
LINE TABLE

99.16

LINE	BEARING	LENGTH
L1	N 89°44'32" W	11.50'
L2	S 00°15'28" W	6.00'
L3	N 00°15'28" E	6.00'
L4	N 20°41'09" W	6.42'

S 89'44'32" E 15.50'

LOT 4



N 89°44'32" W

CHADWICK WINTERS

LOT 2

LOT 3

160.08'

N 89°44'32" W

PEDESTRIAN EASEMENT "B" LOCATION OF EASEMENT AREA FOR PEDESTRIAN ACCESS BENEFICIAL TO LOTS 1, AND 2 WITHIN THIS SHORT SUBDIVISION.

LAND SURVEYING AND MAPPING

1422 N.W. 85TH ST., SEATTLE, WA 98117
PHONE: 206.297.0996
FAX: 206.297.0997

FAX: 206.297.0997
WEB: WWW.CHADWICKWINTERS.COM

SURVEY IN: NW 1/4, NW 1/4, SEC. 6, T. 23 N., R. 4 E., W.M. KING COUNTY, WASHINGTON

DRAWN BY: SAL	DATE:	01-13-22	PROJECT #: 20-6979
CHK. BY: RHW	SCALE:	1" = 10'	SHEET: 5 OF 9

	SHORT PLAT NO.	
King County		

KING COUNTY, WASHINGTON

UTILITY & EMERGENCY ACCESS EASEMENT —

LOCATION OF EASEMENT AREA FOR UTILITIES, INCLUDING SANITARY AND STORM SEWER, AND FOR EMERGENCY ACCESS BENEFICIAL TO ALL LOTS WITHIN THIS SHORT SUBDIVISION.

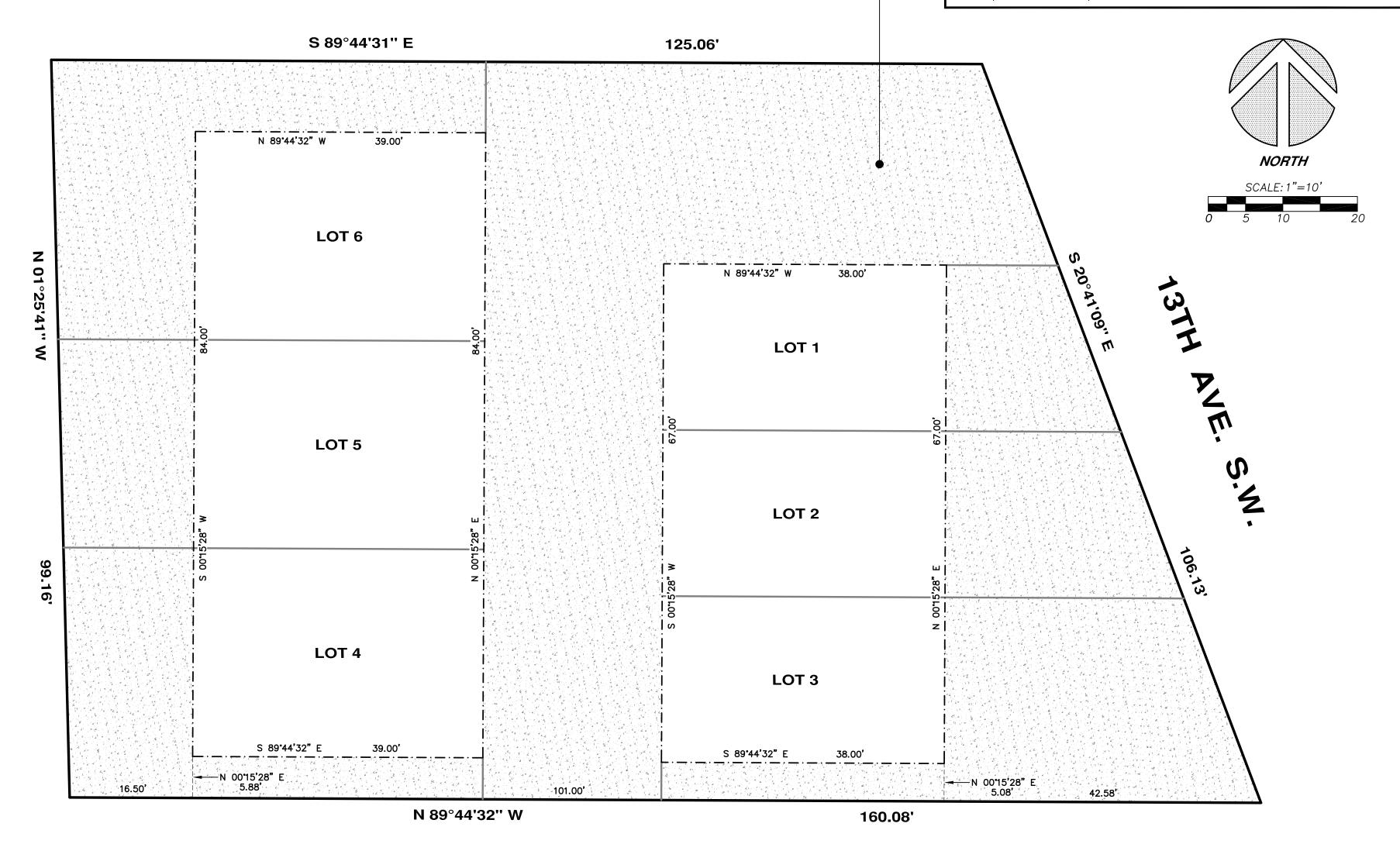
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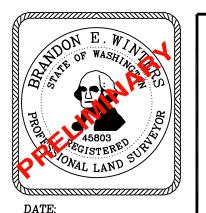
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PORTION OF

NW 1/4 of NW 1/4, S. 6 T. 23 N., R. 4 E.,W.M.



UTILITY & EMERGENCY ACCESS EASEMENT DETAIL



CHADWICK WINTERS

LAND SURVEYING AND MAPPING

1422 N.W. 85TH ST., SEATTLE, WA 98117

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WEB: WWW.CHADWICKWINTERS.COM

SURVEY IN: NW 1/4, NW 1/4, SEC. 6, T. 23 N., R. 4 E., W.M. KING COUNTY, WASHINGTON

DRAWN BY: SAL	DATE:	01-13-22	<i>PROJECT</i> #: 20-6979
CHK. BY: RHW	SCALE:	1" = 10'	SHEET: 6 OF 9

King County	SHORT PLAT NO
KING	COUNTY, WASHINGTON

RECORDING NO.

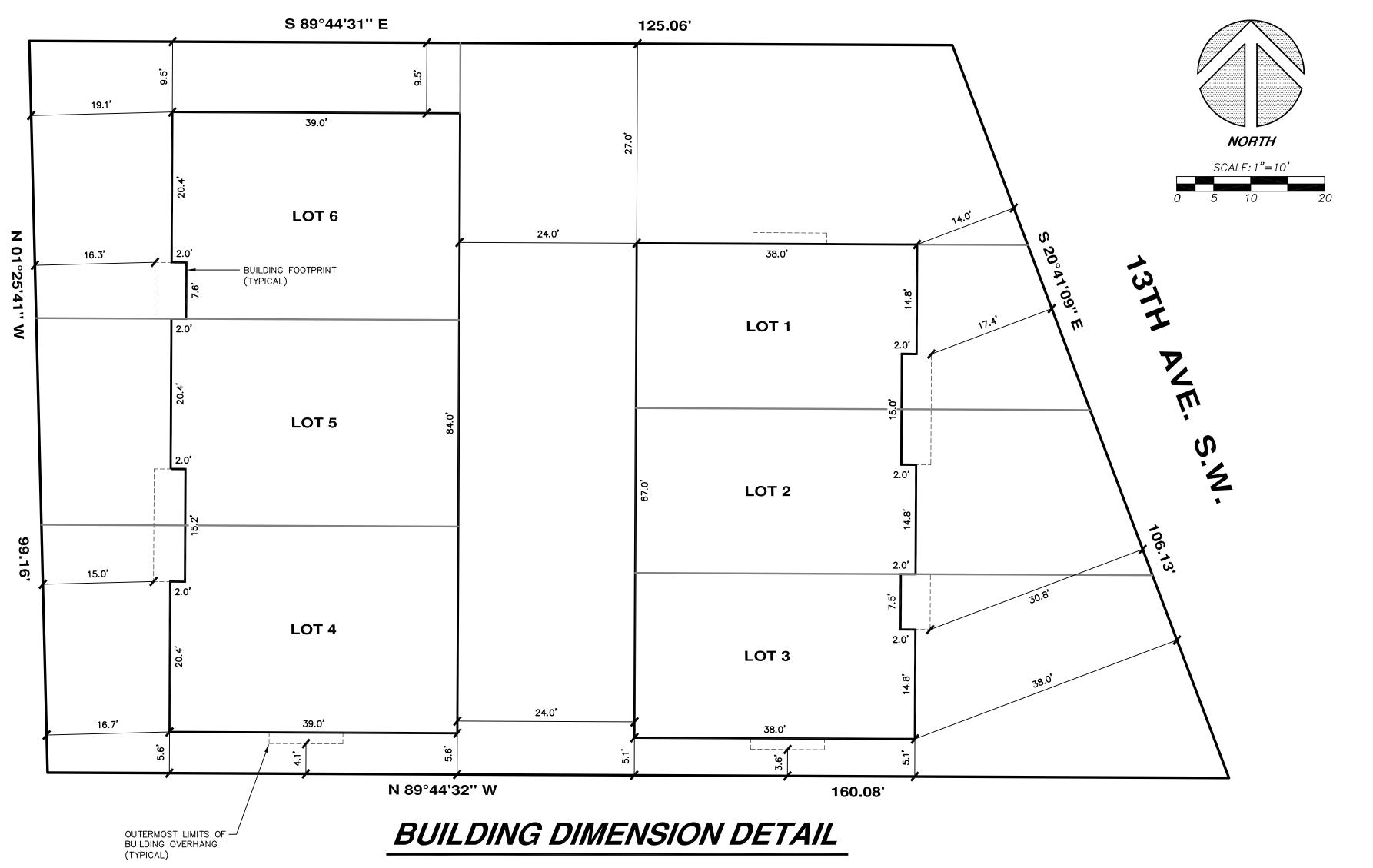
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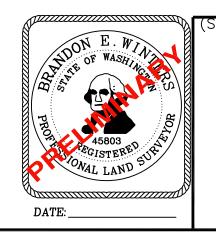
PORTION OF

NW 1/4 of NW 1/4, S. 6 T. 23 N., R. 4 E.,W.M.



BUILDING NOTE:

ALL BUILDING DIMENSIONS, FOOTPRINTS AND BUILDING OFFSET DISTANCES SHOWN HEREON ARE FROM INFORMATION SHOWN ON THE ARCHITECTURAL PLANS PREPARED BY CITIZEN DESIGN. WE PROVIDE NO CERTIFICATION THAT THESE FOOTPRINTS, DIMENSIONS, OR OFFSETS ARE AS CONSTRUCTED.



CHADWICK WINTERS

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SURVEY IN: NW 1/4, NW 1/4, SEC. 6, T. 23 N., R. 4 E., W.M. KING COUNTY, WASHINGTON

DRAWN BY: SAL	DATE: 01-13-22	PROJECT #: 20-6979
CHK. BY: RHW	SCALE: 1" = 10'	SHEET: 7 OF 9

KING	COUNTY.	WASHINGTON

RECORDING	NO.		VOL./F	PAGE	
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NW 1/4 c	of NW 1/4, S.	6 T. 23	N., R.	4 E.,W.	М.

PEDESTRIAN EASEMENT "A"

AN EASEMENT FOR PEDESTRIAN ACCESS BENEFICIAL TO LOTS 4, 5, AND 6 WITHIN THIS SHORT SUBDIVISION

THAT PORTION OF THE NORTH 99.12 FEET OF THE SOUTH 511.92 FEET OF THE EAST 414 FEET OF THE N.W. 1/4 OF THE N.W. 1/4 OF SEC. 6, T. 23, R. 4 E., W.M., LYING WEST OF THE WEST MARGIN OF 13TH AVE. S.W. AS CONVEYED TO KING COUNTY UNDER DEED RECORDED UNDER RECORDING NO. 3307685, IN KING COUNTY, WASHINGTON. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N.W. CORNER OF THE SAID NORTH 99.12 FT. OF THE SOUTH 511.92 FEET OF THE EAST 414 FEET OF THE N.W. 1/4 OF THE N.W. 1/4 OF SEC. 6, T. 23, R. 4 E., W.M.; THENCE S 89°44'31" E ALONG THE NORTH LINE OF SAID PARCEL FOR A DISTANCE OF 58.42 FT.; THENCE S 0015'28" W, 5.54 FT. TO THE **POINT OF BEGINNING**; THENCE CONTINUING S 00°15'28" W, 4.00 FT.; THENCE N 89°44'32" W, 48.50 FT.; THENCE S 00°15'28" W, 53.00 FT.; THENCE S 89°44'32" E, 11.50 FT.; THENCE S 00°15'28" W, 6.00 FT.; THENCE N 89°44'32" W, 15.50 FT.; THENCE N 00°15'28" E, 63.00 FT.; THENCE S 89°44'32" E. 52.50 FT. TO THE **POINT OF BEGINNING**.

PEDESTRIAN EASEMENT "B"

AN EASEMENT FOR PEDESTRIAN ACCESS BENEFICIAL TO LOTS 1 AND 2 WITHIN THIS SHORT SUBDIVISION

THAT PORTION OF THE NORTH 99.12 FEET OF THE SOUTH 511.92 FEET OF THE EAST 414 FEET OF THE N.W. 1/4 OF THE N.W. 1/4 OF SEC. 6, T. 23, R. 4 E., W.M., LYING WEST OF THE WEST MARGIN OF 13TH AVE. S.W. AS CONVEYED TO KING COUNTY UNDER DEED RECORDED UNDER RECORDING NO. 3307685, IN KING COUNTY, WASHINGTON. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N.W. CORNER OF THE SAID NORTH 99.12 FT. OF THE SOUTH 511.92 FEET OF THE EAST 414 FEET OF THE N.W. 1/4 OF THE N.W. 1/4 OF SEC. 6, T. 23, R. 4 E., W.M.; THENCE S 89°44'31" E ALONG THE NORTH LINE OF SAID PARCEL FOR A DISTANCE OF 125.06 FT.; THENCE S 20°41'09" E, 49.65 FT. TO THE **Point of Beginning**; thence continuing S 20°41'09" e, 6.42 ft.; thence N 89°44'32" W, 26.69 FT.; THENCE N 00°15'28" E, 6.00 FT.; THENCE S 89°44'32" E, 24.39 FT. TO THE POINT OF BEGINNING.

UTILITY & EMERGENCY ACCESS EASEMENT

AN EASEMENT FOR UTILITIES, INCLUDING BUT NOT LIMITED TO UNDERGROUND WATERLINE, POWER, GAS TELEPHONE, TELECABLE, SANITARY SEWER, STORM SEWER, FOR BUILDING REPAIR AND MAINTENANCE AND FOR EMERGENCY ACCESS BENEFICIAL TO ALL LOTS WITHIN THIS UNIT LOT SUBDIVISION

THE NORTH 99.12 FEET OF THE SOUTH 511.92 FEET OF THE EAST 414 FEET OF THE N.W. 1/4 OF THE N.W. 1/4 OF SEC. 6, T. 23, R. 4 E., W.M., LYING WEST OF THE WEST MARGIN OF 13TH AVE. S.W. AS CONVEYED TO KING COUNTY UNDER DEED RECORDED UNDER RECORDING NO. 3307685, IN KING COUNTY, WASHINGTON.

EXCEPT THOSE PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.W. CORNER OF THE SAID NORTH 99.12 FT. OF THE SOUTH 511.92 FEET OF THE EAST 414 FEET OF THE N.W. 1/4 OF THE N.W. 1/4 OF SEC. 6, T. 23, R. 4 E., W.M.; THENCE S 89°44'32" E ALONG THE SOUTH LINE OF SAID PARCEL FOR A DISTANCE OF 16.50 FT.; THENCE N 00°15'28" E, 5.88 FT. TO THE **POINT OF BEGINNING**; THENCE CONTINUING N 00°15'28" E, 84.00 FT.; THENCE S 89°44'32" E, 39.00 FT.; THENCE S 00°15'28" W, 84.00 FT.; THENCE N 89°44'32" W, 39.00 FT. TO THE **POINT OF BEGINNING**.

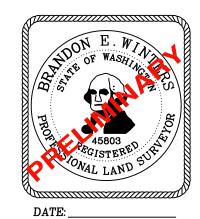
AND ALSO **EXCEPT** THAT PORTION COMMENCING AT THE S.W. CORNER OF THE SAID NORTH 99.12 FT. OF THE SOUTH 511.92 FEET OF THE EAST 414 FEET OF THE N.W. 1/4 OF THE N.W. 1/4 OF SEC. 6, T. 23, R. 4 E., W.M.; THENCE S 89°44'32" E ALONG THE SOUTH LINE OF SAID PARCEL FOR A DISTANCE OF 117.50 FT.; THENCE N 00°15'28" E, 5.08 FT. TO THE **POINT OF BEGINNING**: THENCE N 89°44'32" W. 38.00 FT.: THENCE N 00°15'28" E, 67.00 FT.; THENCE S 89°44'32" E, 38.00 FT.; THENCE S 00°15'28" W, 67.00 FT. TO THE **POINT OF BEGINNING**.

EASEMENT MAINTENANCE AGREEMENT

SAID EASEMENTS OF THIS SHORT PLAT TO BE EQUALLY MAINTAINED, REPAIRED, AND/OR REBUILT BY THE OWNERS OF THE LOTS HAVING LEGAL ACCESS AND UTILITY SERVICE THEREFROM AND THEIR HEIRS. ASSIGNS AND SUCCESSORS.

INDIVIDUAL UTILITY SERVICE STRUCTURES, INCLUDING BUT NOT LIMITED TO STORM AND SANITARY SIDE SEWER LINES, DETENTION TANKS. AND PUMPS, ARE THE SOLE RESPONSIBILITY OF THE OWNERS OF THE LOT THE INDIVIDUAL SERVICE STRUCTURE SERVES. UTILITY SERVICE STRUCTURES WHICH SERVICE MORE THAN ONE LOT SHALL BE EQUALLY MAINTAINED, REPAIRED, AND/OR REBUILT BY THE OWNERS OF THE LOTS SERVICED.

THIS MAINTENANCE AGREEMENT COVERS NORMAL USAGE, WEAR AND TEAR, AND LIFE EXPECTANCY OF MATERIALS. ANY DAMAGE INCURRED BY AN INDIVIDUAL OWNER SHALL BE REPAIRED AND/OR RESTORED TO PRE DAMAGED CONDITION WITHIN 30 DAYS. THE OWNER WHICH INCURRED THE DAMAGE SHALL BE SOLELY RESPONSIBLE FOR THE COST OF REPAIR OR REPLACEMENT OF THE MATERIALS. IN NO EVENT SHALL ACCESS OR UTILITY SERVICE BE DENIED OTHER PROPERTY OWNERS OF SAID EASEMENTS FOR MORE THAN 24 HOURS



CHADWICK WINTERS 以

LAND SURVEYING AND MAPPING

1422 N.W. 85TH ST., SEATTLE, WA 98117

PHONE: 206.297.0996 FAX: 206.297.0997 WEB: WWW.CHADWICKWINTERS.COM

SURVEY IN: NW 1/4, NW 1/4, SEC. 6, T. 23 N., R. 4 E., W.M. KING COUNTY, WASHINGTON

20-6979X.DWG

<i>DRAWN BY</i> : SAL	DATE: 01-13-22	PROJECT #: 20-6979
CHK. BY: RHW	SCALE: N/A	SHEET: 8 OF 9

JOINT USE / MAINTENANCE AGREEMENT

WITNESSETH; THAT FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN EXPRESSED, IT IS HEREBY AGREED BETWEEN ALL PARTIES HAVING OWNERSHIP INCLUSIVE TO THIS CITY OF SEATTLE SHORT SUBDIVISION THAT:

1ST — EACH OWNER IS RESPONSIBLE FOR THE MAINTENANCE REPAIR AND WELL—KEEPING OF THEIR INDIVIDUAL TOWNHOME. EACH OWNER SHALL KEEP THEIR TOWNHOME AND PROPERTY IN GOOD STATE OF REPAIR, AND WILL KEEP THE DRIVEWAY (PERMANENT EASEMENT FOR INGRESS, EGRESS, AND UTILITIES) CLEAR AT ALL TIMES. EASEMENTS HAVE BEEN CREATED AND ARE PART OF THIS SHORT SUBDIVISION FOR WALKING ACCESS, STREET ENTRY AND PARKING IN DESIGNATED AREAS. ALL OWNERS HAVING LEGAL ACCESS FROM SAID EASEMENTS ARE TO SHARE EQUALLY IN THE MAINTENANCE AND REPAIR OF THE EASEMENT AREAS. LANDSCAPE MAINTENANCE IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER(S), BUT IT IS EXPECTED THAT ALL USERS OF THE ACCESS EASEMENTS WILL DO SO WITH CARE AND RESPECT FOR THE APPEARANCES OF THE WALKWAYS AND DRIVEWAYS.

2ND — EACH ROOF SHALL BE CARED FOR AND MAINTAINED BY THE OWNER(S) OF THE PROPERTY UPON WHICH THE ROOF IS LOCATED. IN THE EVENT THAT PROPERTY OWNER(S) INTEND TO REPAIR OR REPLACE THEIR ROOF, IT IS HEREBY AGREED THAT THE MATERIALS WILL BE SIMILAR IN TYPE, QUALITY AND COLOR OF THE ORIGINAL ROOF, UNLESS MUTUALLY AGREED UPON. THE COST OF SUCH REPAIR IS THE SOLE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER(S) MAKING THE ROOF REPAIR OR REPLACEMENT. HOWEVER, IN THE EVENT OF A TOTAL ROOF REPLACEMENT FOR A BUILDING WITHIN THIS SHORT SUBDIVISION, THE COSTS WILL BE SHARED EQUITABLY IN BETWEEN THE PROPERTY OWNER(S) IN PROPORTION WITH EACH OWNER(S) AREA OF ROOF ON THAT BUILDING. SUCH A ROOF REPLACEMENT WILL BE REQUIRED EVERY 25 YEARS (OR AS WARRANTED BY THE ROOFING MATERIAL MANUFACTURER) UNLESS DELAYED BY MUTUAL AGREEMENT OF THE OWNER(S) OF THAT BUILDING

3RD — SHARED WALL, SIDING AND EXTERIOR TRIM SHALL BE CARED FOR AND MAINTAINED BY THE OWNER(S) OF THE PROPERTY UPON WHICH THE SHARED WALLS, SIDING AND EXTERIOR TRIM IS LOCATED. IN THE EVENT A PROPERTY OWNER INTENDS TO REPAIR OR REPLACE THEIR SHARED WALLS, SIDING AND EXTERIOR TRIM, IT IS HEREBY AGREED THAT THE MATERIALS WILL BE SIMILAR IN TYPE, QUALITY AND COLOR OF THE ORIGINAL WALLS, SIDING AND EXTERIOR TRIM, UNLESS MUTUALLY AGREED UPON. THE COST OF SUCH REPAIR OR REPLACEMENT IS THE SOLE RESPONSIBILITY OF THE OWNER(S) MAKING THE WALLS, SIDING AND EXTERIOR TRIM REPAIR OR REPLACEMENT. HOWEVER, IN THE EVENT OF A TOTAL WALL, SIDING AND/OR EXTERIOR TRIM REPLACEMENT FOR A BUILDING WITHIN THIS SHORT SUBDIVISION, COSTS WILL BE SHARED EQUITABLY BETWEEN THE PROPERTY OWNER(S) IN PROPORTION WITH EACH OWNER'S AREA OF WALLS, SIDING AND EXTERIOR TRIM ON THAT BUILDING.

4TH - COMMON SIDE SEWERS AND COMMON STORM DRAINAGE SYSTEMS SERVING THE UNIT LOTS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED EQUALLY BY THE OWNERS OF SAID LOTS.

5TH — THIS AGREEMENT SHALL BE A COVENANT RUNNING WITH THE LAND, AND SHALL BE BINDING UPON ALL AFOREMENTIONED PARTIES AND THEIR HEIRS AND ASSIGNS FOREVER.

ADDRESS SIGN MAINTENANCE AGREEMENT

ANY LOT BENEFITING FROM THE POSTING OF THE ADDRESS SIGN AS SHOWN HEREON IS RESPONSIBLE FOR THE MAINTENANCE, SHARING EQUALLY IN THE COST OF REPAIR AND OR MAINTENANCE TO SAID ADDRESS SIGN.

RECORDING NO.

SCALE:

1 INCH = 30 FT.

0 15 30 60

PORTION OF

NW 1/4 of NW 1/4, S. 6 T. 23 N., R. 4 E., W.M.

COMMON WALL AGREEMENT

WITNESSETH; THAT FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN EXPRESSED, IT IS HEREBY AGREED BETWEEN THE PARTIES THAT:

1ST — THE WALLS WHICH ARE ON THE LOT LINES SEPARATING THE INDIVIDUAL TOWNHOMES ARE HEREBY DECLARED TO BE A "COMMON WALL". THE TERM "COMMON WALL" INCLUDES EVERYTHING LOCATED WITHIN SUCH WALL (SUCH AS FRAMING, INSULATION, SOUNDPROOFING, PIPES, WIRES, JOISTS, JUNCTION BOXES, AND OTHER MATERIAL OR EQUIPMENT RELATED TO THE UTILITIES), AND BELOW THE WALL (SUCH AS THE SURFACE OF THE GROUND AND FOOTINGS LOCATED IN THE GROUND), AND ABOVE THE WALL (SUCH AS RAFTERS AND ROOF), AND ON THE SIDES OF THE WALL INCLUDING THE EXTERIOR SIDING.

2ND — IF THE "COMMON WALL" IS DAMAGED OR DESTROYED FROM ANY CAUSE WHICH IS NOT THE RESULT OF FAULT OR NEGLIGENCE OF EITHER OF THE OWNERS OR OTHER PERSONS USING THE ADJOINING HOUSES; OR IS THE RESULT OF THE JOINT OR CONCURRING FAULT OF EACH OWNER OR OTHER PERSONS OCCUPYING OR USING THEIR RESPECTIVE HOUSES, THEN EACH OWNER SHALL BE RESPONSIBLE FOR THE COST TO REPAIR THEIR PORTION OF THE WALL, EXCEPT FOR THOSE UTILITIES THAT ARE IN THE WALL AND COMMON TO BOTH HOUSES, THE REPAIR SHALL BE SHARED EQUALLY.

3RD — IF THE "COMMON WALL" IS DAMAGED OR DESTROYED FROM ANY CAUSE WHICH IS THE RESULT OF FAULT OR NEGLIGENCE OF EITHER OF THE OWNERS OR OTHER PERSONS USING THE ADJOINING HOUSES, THEN THAT RESPONSIBLE OWNER SHALL BEAR THE SOLE COST OF REPAIR OR RECONSTRUCTION.

4TH - WHEN NECESSARY TO REPAIR OR RECONSTRUCT THE "COMMON WALL", THE PARTIES TO THIS AGREEMENT SHALL HAVE THE RIGHT OF ENTRY FOR THAT PURPOSE.

5TH - THIS AGREEMENT SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND THEIR HEIRS AND ASSIGNS FOREVER.

ELECTRICAL, TELEPHONE & CABLE T.V. EASEMENT AGREEMENT

WITNESSETH; THAT FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN EXPRESSED, IT IS HEREBY AGREED BETWEEN THE PARTIES THAT:

1ST — AN EASEMENT FOR ELECTRICAL, TELEPHONE AND CABLE TELEVISION CONNECTION AND METER BOXES AS CONSTRUCTED SHALL BE GRANTED. CABLES SHALL RUN UNDERGROUND AND THROUGH THE BUILDINGS FROM THIS COMMON CONNECTION POINT TO EACH PARCEL.

2ND — THERE SHALL BE A COMMON CONNECTION AND THE LINES SHALL BE AS CONSTRUCTED FOR THE USE AND BENEFIT OF ALL PROPERTIES.

3RD — THE COST OF MAINTENANCE, REPAIR OR RECONSTRUCTION OF THAT PORTION OF THE DISTRIBUTION SYSTEM USED IN COMMON SHALL BE BORNE IN EQUAL SHARES, EXCEPT WHEN SUCH REPAIRS OR RECONSTRUCTION ARE DUE TO DAMAGES FOR WHICH A SINGLE OWNER IS RESPONSIBLE, THEN THAT OWNER SHALL BE RESPONSIBLE FOR THE COST.

4TH — THIS AGREEMENT SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND THEIR HEIRS AND ASSIGNS FOREVER.



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KING COUNTY, WASHINGTON

20-6979X.DWG

<i>DRAWN BY</i> : SAL	DATE: 01-13-22	PROJECT #: 20-6979
CHK. BY: RHW	SCALE: N/A	SHEET: 9 OF 9