SHORT PLAT NO. [redacted]

KING COUNTY, WASHINGTON

ABBREVIATED LEGAL: PORTION OF THE N.W. 1/4 OF THE N.W. 1/4 OF SECTION 6, T. 23 N., R. 4 E., W.M.

PROPERTY ADDRESS: 9817 13TH AVE. S.W.

ASSessor'S PARCEL #: 0623049055

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

THE FOLLOWING STATEMENT IS PROMPTED IF AND TO THE EXTENT THIS SUBDIVISION IS CONSTRUED AS A COMMON INTEREST COMMUNITY UNDER THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT ("W.U.C.I.O.A.").

THE ONLY PORTIONS OF WUCKA THAT APPLY TO THIS SUBDIVISION ARE ROW 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 WUCKA.
C. THE DECLARANT FOR THIS SUBDIVISION (THE "DECLARANT") HAS NOT ESTABLISHED OR STATED ANY ASSESSMENTS FOR THE LOTS. HOWEVER, THE SUBDIVISION MAY CONTAIN OBLIGATIONS ON THE OWNERS OF THE LOTS FOR CERTAIN MAINTENANCE AND OTHER OBLIGATIONS OUTSIDE THE OWNERS LOT. THE DECLARANT BELIEVES IN GOOD FAITH THAT THE COST OF THESE MAINTENANCE AND OTHER OBLIGATIONS WILL NOT EXCEED THE AMOUNT SPECIFIED IN RCW 64.90.070.
D. THE LIMITATIONS STATED IN PARAGRAPH C ABOVE WILL NOT BE EXCEEDED PRIOR TO NINETY (90) DAYS AFTER THE DATE THE DECLARANT HAS COMPLETED SEVENTY-FIVE PERCENT (75%) OF THE UNIT LOTS UNLESS APPROVED BY THE OWNER OF THE LOTS OTHER THAN THE DECLARANT.
E. THIS SUBDIVISION IS A DECLARATION UNDER WUCKA.

APPROVALS:

DEPARTMENT OF DEVELOPMENT AND ENVIRONMENTAL SERVICES
EXAMINED AND APPROVED THE _____ DAY OF __________ 2022
BY: ____________________________
DIRECTOR, LAND USE SERVICES DIVISION

EXAMINED AND APPROVED THE _____ DAY OF __________ 2022
BY: ____________________________
DEVELOPMENT ENGINEER

KING COUNTY DEPT. OF ASSESSMENTS
EXAMINED AND APPROVED THE _____ DAY OF __________ 2021
ASSESSOR: _______________________
DEPUTY ASSESSOR: _______________________

SURVEYOR'S CERTIFICATE

THE MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CHADWICK WINTERS.

CHADWICK WINTERS
LAND SURVEYING AND MAPPING
1442 N. 88TH ST. SEATLE, WA 98188
PHONE: 206-297-9989 FAX: 206-297-9997 WEB: WWW.CHADWICKWINTERS.COM

RECORDING CERTIFICATE

RECORDED ON THE _____ DAY OF __________ 2022 AT _______ A.M. IN VOLUME _______ OF SURVEYS PAGE _______ AT THE REQUEST OF CHADWICK & WINTERS.

MANAGER: _______________________
SUPT. OF RECORDS: _______________________

KING COUNTY, WASHINGTON

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

STATE OF WASHINGTON

COUNTY OF KING

ON THE ____ DAY OF __________ 2022 BEFORE ME, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, namely, SAME PERSONAL APPEARANCE, TO ME KNOWN TO BE THE UNDERSIGNED PERSONAL APPEARANCE AND TO THE PERSONS TO WhOM I WITNESS THIS CERTIFICATE ABOVe WRITTEN.

WITNESS MY HAND AND SEAL HEREON AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE ABOVE WRITTEN.

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

SIGNATURE: _______________________

SURVEY IN:

NW 1/4, NW 1/4, SE 1/4, T. 23 N., R. 4 E., W.M.

KING COUNTY, WASHINGTON

OWNED BY _______
DATE: __________
PROJECT & PLOT:

DRAWN: __________
CHECK: _______
SCALE: _______
SHADE: 1 of 1
SURVEY NOTES:

1. THIS SURVEY WAS PERFORMED BY FIELD SURVEYING USING A ROBALO II TOTAL STATION IN COORDINATE SYSTEM, WITH A 100 FT STEEL TAL. THIS SURVEY MEETS OR EXCEEDS THE STANDARDS FOR LAND SURVEYS AS SET FORTH IN WAC 359-130-060.

2. BASIS OF MEASUREMENT IS THE CENTERLINE OF 16TH AVE S.W. AS SHOWN HEREIN.

3. ALL EXISTING STRUCTURES AS SHOWN ON SHEET 3 ARE TO BE LEGALLY REMOVED UNDER SEPARATE PERMIT.

4. THE HEIGHT OF RIGHT OF WAY AS REFERENCED IN THE DEED FOR THE SUBJECT PROPERTY DESCRIBED A 40 FT WIDE RIGHT OF WAY FOR 15TH AVE. S.W., 20 FT ON EITHER SIDE OF CENTERLINE. HOWEVER, HEIGHT OF RIGHT OF WAY (DEED 3307685) (NOT REFERENCED IN THE SUBJECT PROPERTY DEED) DESCRIBES THE HEIGHT OF 10 FT TO 20 FT ON THE CENTERLINE AND 20 FT ON THE EAST OF CENTERLINE. IN MY OPINION, 3307685 SHOULD PREVAIL, GIVEN THAT VARIOUS SURVEYS ALONG 15TH AVE. S.W. HAVE FOUND UPON IT, SURVEY MONUMENTS WERE FOUND WHICH SUPPORT THIS POSITION AND THE AS-CONTRUCTED ROADWAY TO THE SOUTH OF THIS PROPERTY FITS 3307685.

PARENT LOT

(SUBJECT: LOT 141.32 SQ. FT.)

(URBAN CHEMICAL COMPANY OF WASHINGTON, COMMITTEE NO. 07/2020-04, ON MARCH 2, 2020.)

PEDESTRIAN EASEMENT "A"

An easement for pedestrian access benefiting to Lots 4, 5, and 6 within this short subdivision.

Commencing at the N.W. corner of the said north 99.12 ft. of the south 511.92 ft. of the east 414 ft. 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. 3307860, 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 ft. of the east 414 ft. 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 50.42 ft.; THENCE S 00°12'26" W, 5.54 ft. to the point of beginning; THENCE continuing S 00°12'26" W, 4.00 ft.; THENCE N 89°44'31" W, 48.00 ft.; THENCE S 00°12'26" W, 63.00 ft.; THENCE S 89°44'31" E, 11.50 ft.; THENCE S 00°12'26" W, 6.00 ft.; THENCE N 89°44'31" W, 15.00 ft.; THENCE N 00°12'26" E, 5.50 ft.; THENCE S 89°44'31" E, 23.00 ft. to the point of beginning.

PEDESTRIAN EASEMENT "B"

An easement for pedestrian access benefiting to Lots 1 and 2 within this short subdivision.

Commencing at the N.W. corner of the said north 99.12 ft. of the south 511.92 ft. of the east 414 ft. 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. 3307860, 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 ft. of the east 414 ft. 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 120.00 ft.; THENCE S 20°41'00" E, 49.00 ft. to the point of beginning; THENCE continuing S 20°41'00" E, 61.00 ft.; THENCE N 89°44'31" W, 23.69 ft.; THENCE N 00°12'26" E, 6.00 ft.; THENCE S 89°44'31" E, 24.99 ft. to the point of beginning.

PROPERTY OF

CHADWICK WINTERS
LAND SURVEYING AND MAPPING
3422 R.W. 85TH ST. SEATTL, WA 98168
PHONE 206.297.0986 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
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 to the City of Seattle short subdivision that:

1ST - EACH OWNER IS RESPONSIBLE FOR THE MAINTENANCE OF THEIR WALLS, ENTRANCE TO THEIR HOME, AND THE INTERIOR OF THEIR HOME. ALL OWNERS SHALL KEEP THEIR WALLS IN GOOD CONDITION AND PROPERLY MAINTAINED. NO WALLS SHALL BE DAMAGED OR DESTROYED BY ANY PERSON OR ENTITY WITHOUT THE EXPRESS CONSENT OF THE OTHER OWNERS.

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 TOWNHOUSES ARE HEREBY DECLARED TO BE A "COMMON WALL". THE TERM "COMMON WALL" INCLUDES EVERYTHING LOCATED WITHIN SUCH WALL (SUCH AS FRAME, INSULATION, SOURCES, SOURCES, WINDOWS, DOORS, 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 WALLS, OR ROOF), AND ON THE SIDES OF THE WALL INCLUDING THE EXTERIOR SERVICES.

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 PARTIES USING THE ADJOINING HOUSES, OR TO THE RESULT OF THE FIRE OR CONVERSION OF ANY WALL, THEN EACH OWNER WILL BE RESPONSIBLE FOR THE COST TO REPAIR THEIR PORTION OF THE WALL, EXCEPT FOR THE 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 NOT THE RESULT OF FAULT OR NEGLIGENCE OF EITHER OF THE OWNERS OR OTHER PARTIES USING THE ADJOINING HOUSES, THEN THE OTHER OWNERS WILL BE RESPONSIBLE FOR THE COST TO REPAIR OR RECONSTRUCTION.

4TH - COMMON SIDE SEWER AND COMMON STORM DRAINAGE SYSTEMS SERVING THE UNIT LOTS WITHIN THE 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 PARTIES AND THEIR HERBS AND ASSIGNS FOREVER.

ADDRESS SIGN MAINTENANCE AGREEMENT

Any lot benefiting from the posting of the address sign as shown herein is responsible for the maintenance, sharing equally in the cost of repair and/or maintenance of such address sign.

DATE: ________________________________

CHADWICK WINTERS
LAND SURVEYING AND MAPPING
1422 W. 80TH ST. SEATTLE, WA 98116
PHONE: 206-267-0900
FAX: 206-267-0902
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

DATE: 07/15/2022
PROJECT: 2020.09.79
CHECK: 000.M
SCALE: N/A
SHEET: 9 OF 9