

UNOFFICIAL DOCUMENT



201804230094

Skagit County Auditor
4/23/2018 Page

1 of \$79.00
6 10:53AM

Document Title:

RELEASE

Reference Number :

N/A

Grantor(s):

additional grantor names on page ___.

1. TIMOTHY L GUESS

2. KYONG S GUESS

Grantee(s):

additional grantee names on page ___.

1. UNISON AGREEMENT CORP., A DELAWARE CORPORATION

2.

Abbreviated legal description:

full legal on page(s) ___.

LOT 357, PLAT OF SKAGIT HTGHLANDS DIVTSTON V (PHASE 2). ACCORDING TO TFR
PLAT THEREOF RECORDED ON JANUARY 17 , 2008 LTNDE R AUDITOR'S FIT-E NO.
200801170047, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ___.

P127292

**RETURN TO:
BCHH, INC
181 MONTOUR RUN ROAD
CORAOPOLIS, PA 15108
412-249-8241**

**Prepared by, recording requested by,
and when recorded mail to:**

Unison Agreement Corp.
P.O. Box 26800
San Francisco, CA 94126-6800

Unison HomeOwner Agreement ID Number:
FRX-043777

MEMORANDUM OF UNISON HOMEOWNER AGREEMENT

Grantor(s):

1. TIMOTHY L GUESS AND KYONG S GUESS, HUSBAND AND WIFE

Additional names on page ___ of document

Grantee(s):

1. Unison Agreement Corp., a Delaware corporation

Additional names on page ___ of document

Abbreviated Legal Description (lot, block and plat name, or section-township-range):

Lot , Block ,

Additional legal description is on page 6 of document

Assessor's Property Tax Parcel Account Number(s): P127292

Reference Numbers of Documents Assigned or Released (if applicable):

Additional reference numbers on page ___ of document

MEMORANDUM OF UNISON HOMEOWNER AGREEMENT

This **MEMORANDUM OF UNISON HOMEOWNER AGREEMENT** (“**Unison HomeOwner Recorded Memorandum**”) is entered into as of 02/13/2018 (“**Effective Date**”) by and between TIMOTHY L GUESS AND KYONG S GUESS, HUSBAND AND WIFE (individually or collectively “**Owner**”) and Unison Agreement Corp., a Delaware corporation, and its successors and assignees (“**Benefited Party**”), whose address is 650 California Street, Suite 1800, San Francisco, CA 94108.

Owner hereby declares that Owner has entered into that certain Unison HomeOwner Agreement (“**Unison HomeOwner Agreement**”) with Benefited Party, as of the Effective Date, pursuant to which Owner grants and conveys to Benefited Party the option to purchase an undivided percentage interest in that certain real property (the “**Property**”) described in attached **SCHEDULE A** (“**Option**”), and pursuant to which Owner has made certain covenants and promises to, or for the benefit of, Benefited Party in connection with the Property, all as more particularly described, and on the terms and conditions stated in the Unison HomeOwner Agreement. The percentage interest shall equal the Investor Percentage, as specified in the Unison HomeOwner Option Agreement. The Option is irrevocable by Owner. The term of the Option shall commence on the Effective Date and shall expire at 11:59 p.m., Pacific Time, on the day immediately preceding the thirtieth (30th) anniversary of the Effective Date (“**Expiration Date**”) (subject to certain extensions as set forth in the Unison HomeOwner Agreement). The terms of the Unison HomeOwner Agreement are hereby incorporated into this Unison HomeOwner Recorded Memorandum by this reference.

MEMORANDUM OF COVENANTS RUNNING WITH THE LAND

This Unison HomeOwner Recorded Memorandum identifies the covenants and promises set forth in the Unison HomeOwner Agreement that run with the land and will be binding upon any party who acquires Owner’s interest in the Property so long as the Unison HomeOwner Agreement has not expired or been terminated. The Unison HomeOwner Agreement covenants are deemed to be covenants running with the land within the meaning of the applicable law of the state of Washington so as to give it the broadest possible application, and include, without limitation:

- a. **Section 8.2** of the Unison HomeOwner Covenant Agreement which, among other things, requires Owner to maintain and repair the Property and to ensure that use of the Property complies with all applicable state, federal and local laws and regulations.
- b. **Section 8.16** of the Unison HomeOwner Covenant Agreement which, among other things, requires Owner to maintain insurance on the Property against certain hazards.
- c. **Section 8.10** of the Unison HomeOwner Covenant Agreement which, among other things, requires Owner to pay all taxes and assessments accruing on the Property.
- d. **Section 8.8** of the Unison HomeOwner Covenant Agreement which, among other things, requires Owner to occupy the Property as Owner’s principal residence and prohibits use of the Property for commercial or other non-residential purposes.
- e. **Section 8.9** of the Unison HomeOwner Covenant Agreement which, among other things, restricts the ability of Owner to increase the amount of debt to third parties secured by liens on the Property beyond the Maximum Authorized Debt specified in

the Unison HomeOwner Agreement, and requires Owner to keep the Property free of liens prohibited under the terms of the Unison HomeOwner Agreement or not otherwise approved by Benefited Party.

f. **Article Three** of the Unison HomeOwner Covenant Agreement which, among other things, restricts the right of Owner to transfer the Property other than as expressly permitted under the terms of the Unison HomeOwner Agreement.

RELEASE

This Unison HomeOwner Recorded Memorandum shall remain in full force and effect until released by a written termination or quitclaim deed executed and notarized by Benefited Party and recorded in the real property records for the county where the Property is located.

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING IT. ALL PRIOR ORAL, ELECTRONIC AND WRITTEN COMMUNICATIONS AND AGREEMENTS FROM OR WITH BENEFITED PARTY, INCLUDING ALL CORRESPONDENCE, OFFER LETTERS, TERM SHEETS, PRINTED MATERIALS, DISCLOSURES, AND THE PROGRAM GUIDE, ARE MERGED INTO AND SUPERSEDED AND REPLACED BY THIS UNISON HOMEOWNER RECORDED MEMORANDUM, THE OTHER TRANSACTION DOCUMENTS, AND THE OTHER WRITTEN AGREEMENTS MADE BY AND BETWEEN OWNER AND BENEFITED PARTY AS OF THE EFFECTIVE DATE.

IN WITNESS WHEREOF, the undersigned Owner has executed this Unison Recorded Memorandum as of the date set forth above.

OWNER:



Timothy L. Guess

Date signed: 02/14/2018



Kyong S. Guess

Date signed: 2-14-2018

Date signed: _____

Date signed: _____

Owner Address:

853 Panorama Rdg
Mount Vernon, WA 98273

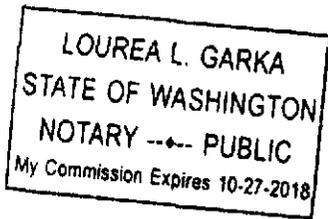
OWNERS' ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF Skaagit)

On this day personally appeared before me Lourea L Garka,
personally appeared Timothy L Guess Kyong S Guess
to me known to me to be the individual(s) described in and who executed the within and
foregoing instrument, and acknowledged that he/she/they signed the same as his/hers/their and
voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14 day of February, 2018.

Lourea L Garka
NOTARY PUBLIC in and for the State of Washington,
Residing at Cerklinton
My appointment expires 10/27/2018
Lourea L Garka
Name



SCHEDULE A

LEGAL DESCRIPTION

That certain real property situated in the City of Mount Vernon, County of Skagit, State of Washington, described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

LOT 357, PLAT OF SKAGIT HIGHLANDS DIVISION V (PHASE 2), ACCORDING TO THE PLAT THEREOF RECORDED ON JANUARY 17, 2008 UNDER AUDITOR'S FILE NO. 200801170047, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS COVENANTS AND AGREEMENTS OF RECORD, IF ANY.

APN: P127292

[end of legal description]