

**Return Address:**

Vantage Point Title, Inc.

25400 US Highway 19 N, Ste 135

Clearwater, FL 33763

VPT File # WA513993

Unison Homeowner #FRX-175441

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)1. Memorandum of Unison Homeowner Agreement 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** (Last name, first name, initials)1. Eppley, Richard \_\_\_\_\_  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** (Last name first, then first name and initials)1. Unison Agreement Corp. \_\_\_\_\_  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

Lot 63, Cedar Heights PUS #1, Phase 1

Additional legal is on page 8 of document.**Assessor's Property Tax Parcel/Account Number**assigned  
P125759☐ Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

THIS IS A RECORDING ONLY.

VANTAGE POINT TITLE DID NOT PERFORM A TITLE SEARCH FOR THE SUBJECT PROPERTY OR  
BORROWERS - NO TITLE INSURANCE REQUESTED.

**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-175441

**MEMORANDUM OF UNISON HOMEOWNER AGREEMENT**

**Grantor(s):**

1. RICHARD EPPLEY, AN UNMARRIED PERSON

☐ 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):** P125759

**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 06/14/2019 ("Effective Date") by and between RICHARD EPPLEY, AN UNMARRIED PERSON (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 (30<sup>th</sup>) 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.

[This space intentionally left blank]

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.

[Signatures appear on following page.]

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 Benefited Party and Owner have each executed this Unison Recorded Memorandum as of the date set forth above.

**BENEFITED PARTY:**

Unison Agreement Corp., a Delaware corporation

By: \_\_\_\_\_

Name: Ismael Casas, Jr.

Title: Vice President

Date signed: \_\_\_\_\_

6/14/2019

**OWNER:**

Richard Eppley

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

**Owner Address:**

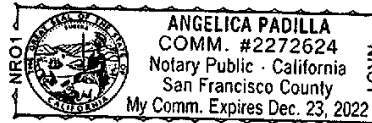
216 Shantel St

Mount Vernon, WA 98274

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On JUN 14 2019 before me, Angelica Padilla, a notary public  
 personally appeared Ismael Casas, Jr. who proved to me on  
 the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed  
 to the within instrument and acknowledged to me that he/she/they executed the same in  
 his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
 instrument the person(s), or the entity upon behalf of which the person(s) acted,  
 executed the instrument.

WITNESS my hand and official seal.



Signature Angelica Padilla (Seal)

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.

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**BENEFITED PARTY:**

Unison Agreement Corp., a Delaware corporation

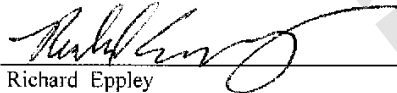
By: \_\_\_\_\_

Name: Ismael Casas, Jr.

Title: Vice President

Date signed: \_\_\_\_\_

**OWNER:**

  
Richard Eppley

Date signed: 6-18-19

\_\_\_\_\_  
Date signed: \_\_\_\_\_

\_\_\_\_\_  
Date signed: \_\_\_\_\_

\_\_\_\_\_  
Date signed: \_\_\_\_\_

**Owner Address:**

216 Shantel St

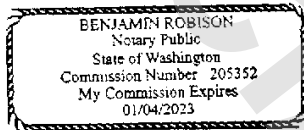
Mount Vernon, WA 98274

**OWNERS' ACKNOWLEDGMENT**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me BENJAMIN ROBISON Notary Public  
personally appeared RICHARD EPPLEY  
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 18 day of JUNE, 2019.



[Signature]  
NOTARY PUBLIC in and for the State of Washington,

Residing at MOUNT VERNON, WA

My appointment expires 01/04/2023

Name [Signature] Benjamin Robison



**SCHEDULE A****LEGAL DESCRIPTION**

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

HLot 63, "PLAT OF CEDAR HEIGHTS PUD 1/PHASE 1," as per plat recorded on January 19, 2007, under Auditor's File No. 200701190116, records of Skagit County, Washington, SITUATE in the City of Mount Vernon, County of Skagit, State of Washington

APN: P125759

[end of legal description]