

POOR ORIGINAL

**Return Address:**

Vantage Point Title, Inc.

25400 US Highway 19 N, Ste 135

Clearwater, FL 33763

VPT File # W-WA548875

Unison Homeowner #FRX-289212

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. THRALL, DENNIS E. \_\_\_\_\_  
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 25, "Plat of Country Aire Phase 2", Volume 15 of Plats at Pages 119 and 120, Skagit County WA

Additional legal is on page 9 of document.

**Assessor's Property Tax Parcel/Account Number**

assigned  
4615-000-025-0004

☐ 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:

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

Unison HomeOwner Agreement ID Number: FRX-  
289212

Parcel Identification Number:  
4615-000-025-0004

Consideration Amount:  
\$56,875.00

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MEMORANDUM OF UNISON HOMEOWNER AGREEMENT

Grantor(s):

1. DENNIS E. THIRALL

☐ 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 25, Block ,

☒ Additional legal description is on page 6 of document

Assessor's Property Tax Parcel Account Number(s): 4615-000-025-0004

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 January 7, 2020 ("Effective Date") by and between DENNIS E. THRALL, whose address is: 1208 Kendra Ln Burlington, WA 98233 (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 ("Option") in that certain real property (the "Property") described in attached SCHEDULE A, 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 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 14 of the Unison HomeOwner Covenant Agreement which, among other things, requires Owner to maintain insurance on the Property against certain hazards.
- c. Section 12 of the Unison HomeOwner Covenant Agreement which, among other things, requires Owner to pay all taxes and assessments accruing on the Property.
- d. Section 3 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 11 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. Section 4A 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  
650 California St Suite 1800, San Francisco, CA 94108

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

Name: Ismael Casas, Jr.

Title: Vice President

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

**OWNER:**

Sign: Dennis E. Thrall  
Dennis E. Thrall

Sign: \_\_\_\_\_

Date: 1-10-2020

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

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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

**Owner Address:**

1208 Kendra Ln. Burlington, WA 98233

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:**

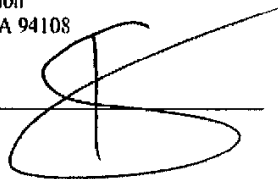
Unison Agreement Corp., a Delaware corporation  
650 California St Suite 1800, San Francisco, CA 94108

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

Name: Ismael Casas, Jr.

Title: Vice President

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

  
01/08/2020

**OWNER:**

Sign: \_\_\_\_\_  
Dennis E. Thrall

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

Sign: \_\_\_\_\_

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

Sign: \_\_\_\_\_

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

Sign: \_\_\_\_\_

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

Sign: \_\_\_\_\_

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

Sign: \_\_\_\_\_

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

**Owner Address:**

1208 Kendra Ln, Burlington, WA 98233

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.

(Seal)

**BENEFITED PARTY'S ACKNOWLEDGMENT**

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.

STATE OF CALIFORNIA *Wa*

) ss.

COUNTY OF ~~SAN FRANCISCO~~ *Skagit*

On *Jan 10* 2020, before me *Richard D Horak*, Notary Public,  
 personally appeared *Dennis E Thrall* 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.

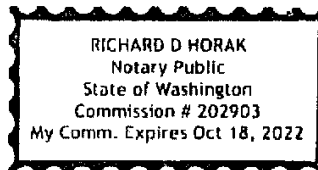
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is  
 true and correct.

WITNESS my hand and official seal.

Signature

*Richard D Horak*

(seal)





SCHEDULE A

LEGAL DESCRIPTION

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

The following described real property situated in Skagit County, State of Washington, to wit:

Lot 25, "Plat of Country Aire Phase 2", as per Plat recorded in Volume 15 of Plats at Pages 119 and 120, in the records of Skagit County, State of Washington.

APN: 4615-000-025-0004

[end of legal description]