

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

John Jankovich  
Unison Agreement Corp.  
P.O. Box 2389  
San Francisco, CA 94126

Unison HomeOwner Agreement ID Number:  
FRX-465130  
Title File Number: WA881215

### MEMORANDUM OF UNISON HOMEOWNER AGREEMENT

**Grantor(s):**

1. Thomas Roger Meyer
  2. Kathleen Ann Meyer A Married Couple
  - 3.
  - 4.
- ☐ 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 175, EASGLEMONT, PHASE 1B, DIV.2**

☒ Additional legal description is on page 8 of document

**Assessor's Property Tax Parcel Account Number(s):** P120298

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

☐ Additional reference numbers on page \_\_ of document

Prepared by,  
 recording requested by, and when recorded mail  
 to:  
 John Jankovich  
 Unison Agreement Corp.  
 PO Box 2389  
 San Francisco, CA 94126  
  
 650 California St, Suite 1800  
 San Francisco, CA 94108  
  
 Unison ID Number: FRX-465130  
 Title File Number: WA881215  
 Parcel Identification Number:  
 P120298

#### MEMORANDUM OF UNISON UNISON HOMEOWNER AGREEMENT

This **MEMORANDUM OF UNISON HOMEOWNER AGREEMENT** ("Unison HomeOwner Recorded Memorandum") is entered into as of February 10, 2023 ("Effective Date") by THOMAS ROGER MEYER AND KATHLEEN ANN MEYER, A MARRIED COUPLE, whose address is 4704 Beaver Pond Dr N, Mount Vernon, WA 98274 (individually or collectively "Owner").

Owner hereby declares that Owner has entered into that certain Unison HomeOwner Agreement ("Unison HomeOwner Agreement") with 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, 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.

Owner's Initials: TRM AK / / /

- 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.

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, or until extinguished by operation of law.

In construing this Memorandum of Unison HomeOwner Agreement, where the context so requires, singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

[Signatures appear on following page.]


Owner's Initials: TRM, AA , \_\_\_\_\_

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

Sign:  Date: 2/16/2023  
Name: Justin Tanimoto  
Title: Authorized Signatory

**OWNER(S):**

**Signed in Counterpart**

Sign: \_\_\_\_\_  
Thomas Roger Meyer

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

**Signed in Counterpart**

Sign: \_\_\_\_\_  
Kathleen Ann Meyer

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

**Owner Address:**

4704 Beaver Pond Dr N, Mount Vernon, WA 98274

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

**Signed in Counterpart**

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Justin Tanimoto  
Title: Authorized Signatory

**OWNER(S):**

Sign: Thomas Roger Meyer  
Thomas Roger Meyer  
Date: 2/14/23

Sign: Kathleen Ann Meyer  
Kathleen Ann Meyer  
Date: 2/14/23

**Owner Address:**

4704 Beaver Pond Dr N, Mount Vernon, WA 98274

## 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  
County of San Francisco

On 2/16/2023 before me, Nicole Marie Lualhati Dela Cruz, Notary Public  
(insert name and title of the officer)

personally appeared Justin Tanimoto  
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 [Handwritten Signature] (Seal)

⑤

TRM JH

**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 )  
 ) ss.  
 COUNTY OF SAN FRANCISCO )

SEE Attached

On \_\_\_\_\_, before me \_\_\_\_\_, Notary Public, personally appeared Justin Tagimoto 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

\_\_\_\_\_  
 (seal)

⑥

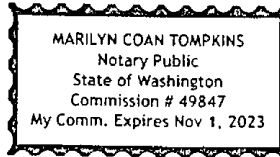
TLN KNI

OWNERS' ACKNOWLEDGMENTState of WashingtonCounty of Skagit

The foregoing instrument was acknowledged before me this February 14, 2023 (date) by  
Thomas Roger Meyer and Kathleen Ann Meyer (name(s) of  
individual(s) acknowledged).

Marilyn Coan Tompkins  
Notary's official signatureNotary Public  
Title and Rank

(Seal)

11/01/2023  
Commission Expiration

(7)



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:

Real property in the County of Skagit, State of Washington, described as follows:

Lot 175, PLAT OF EAGLEMONT, PHASE 18, DIVISION 2, as per plat recorded on May 1, 2003 under Auditor's File No. 200305010087, records of Skagit County, Washington.

APN: P120298

[end of legal description]

8

TRM KJN