

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



CHICAGO TITLE

COMPANY OF WASHINGTON

Commitment Number:

**190033695 Listing
Commitment**

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent

Attest:

Secretary

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ALTA Commitment for Title Insurance w-WA Mod (08/01/2016)



ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Mark Karjalahti Chicago Title Company of Washington 676 Woodland Square Loop SE, Suite 405 Lacey, WA 98503 Phone: 360-456-7878 Fax: 360-493-1985 Main Phone: (360)456-7878 Email: Mark.Karjalahti@ctt.com	

SCHEDULE A

1. Commitment Date: June 10, 2020 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006

Proposed Insured:	Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:	\$10,500.00
Premium:	\$ 190.00
Tax:	\$ 17.86
Total:	\$ 207.86
3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Ferns Construction LLC, a Washington limited liability company
5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 72580000700 and 72580000800

Lots 7 and 8 of Schmidt Park, as recorded April 27, 2012 under Auditor's File No. 4262961;

In Thurston County, Washington

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**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

7. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of Thurston County .

CAUTION: Washington has a graduated excise tax rate for sales occurring on or after 1/1/2020 for most properties, although a flat rate applies to properties formally classified and specially valued as timberland or agricultural land on the day of closing.

The rate of real estate excise tax to a sale on or after 1/1/2020 for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$500,000 or less;
1.28% on any portion of the sales price above \$500,000, up to \$1,500,000;
2.75% on any portion of the sales price above \$1,500,000, up to \$3,000,000;
3.00% on any portion of the sales price above \$3,000,000;

Local portion: 0.50% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Ferns Construction LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

END OF REQUIREMENTS**NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Lots 7 & 8 Schmidt Park
Tax Account No.: 72580000700 and 72580000800

Note B: Note: Any map furnished with this Commitment is for convenience in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of reliance thereon.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

- Note C: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:
- 5805 192nd Ave SW
Rochester, WA 98579
Affects Lot 7
- 5817 192nd Ave SW
Rochester, WA 98579
Affects Lot 8
- Note D: NOTE: The names of the proposed insured were not furnished in the application for title insurance, and when disclosed, the commitment will be subject to such matters as may be found by a search of the records against said names.
- The company reserves the right to add additional items or make further requirements after review of the requested documentation.
- Note E: The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- Note F: For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- Note G: Note: Effective October 1, 2014, Chicago Title Company of Washington in Thurston County will no longer be charging a flat rate recording fee. All files will be charged the actual county recording fees.
- There is an additional \$4.00 plus tax per document electronic recording processing fee.
- Recording charges are subject to change without notice.
- Note H: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF NOTES

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

END OF SCHEDULE B, PART I

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**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

SPECIAL EXCEPTIONS

1. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020
Tax Account No.: 72580000700
Levy Code: 490
Assessed Value-Land: \$93,100.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:

Billed: \$1,225.09
Paid: \$1,225.09
Unpaid: \$0.00
Affects: Lot 7

2. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020
Tax Account No.: 72580000800
Levy Code: 490
Assessed Value-Land: \$98,000.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:

Billed: \$1,289.08
Paid: \$1,289.08
Unpaid: \$0.00
Affects: Lot 8

3. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Puget Sound Energy, Inc.
Purpose: Electric transmission and/or distribution line
Recording Date: May 8, 2008
Recording No.: 4008919
Affects: Portion of said premises
5. Restrictions limiting the use of a portion of said premises lying within certain distances of a water well and or regulating the location of a water well, recorded under recording Nos. 4154460 and 4154461.
6. Agreement for Pollution Source Control Plan and Stormwater Facilities Maintenance, and the terms and conditions thereof:
- Recording Date: July 20, 2010
Recording No.: 4160956
7. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Plat of Schmidt Park:
- Recording No: 4262961
8. Covenants, conditions, restrictions, liability for future assessments and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document
- Recording Date: April 27, 2012
Recording No.: 4262962
9. Provisions contained in the articles of incorporation and bylaws of Schmidt Park Lot Owners Association, a Washington Non-profit Corporation , including any liability to assessment lien.

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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(continued)

- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

END OF CONDITIONS

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RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

**A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

AFTER RECORDING MAIL TO:

Ferns Construction LLC
1477 Mukilteo Lane
Mukilteo, WA 98275

16 OCT '15 729051

Thurston County Treasurer

Real Estate Excise Tax Paid 15112.20

By [Signature] Deputy

STATUTORY WARRANTY DEED 150008834

EGCROW NO CEGI-42740 CHICAGO TITLE

GRANTOR(S): Diversified Commercial Holdings LLC, a Washington limited liability company
GRANTEE(S): Ferns Construction LLC, a Washington limited liability company
ABBREVIATED LEGAL: LOT 1-10, SCHMIDT PARK
FULL LEGAL ON PAGE: 1
TAX PARCEL NO.: 72580000100, 72580000200, 72580000300, 72580000400, 72580000500, 72580000600, 72580000700, 72580000800, 72580000900, 72580001000

THE GRANTOR(S), Diversified Commercial Holdings LLC, a Washington limited liability company, for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, including Grantees acquisition leg of an IRC Section 1031 tax deferred exchange, conveys and warrants to Ferns Construction LLC, a Washington limited liability company, the following described real estate, situated in the County of Thurston, State of Washington:

LOTS 1 THROUGH 10, INCLUSIVE, OF SCHMIDT PARK, AS RECORDED APRIL 27, 2012 UNDER AUDITOR'S FILE NO. 4262961, RECORDS OF THURSTON COUNTY, WASHINGTON.
SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

SUBJECT TO: Easement recorded May 8, 2008 under recording no. 4008919; Restrictions as recorded under recording nos. 4154460 and 4154461; Agreement and the terms and conditions thereof recorded July 20, 2010 under recording no. 4160956; Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters as set forth on Plat of Schmidt Park recorded under recording no. 4262961; Covenants, conditions, restrictions, liability for future assessments and easements as set forth in the document recorded April 27, 2012 under recording no. 4262962; Provisions contained in the articles of incorporation and bylaws of Schmidt Park Lot Owners Association.

4470631

10/16/2015 03:21 PM Deed
Thurston County Washington
CHICAGO TITLE COMPANY

Pages: 2



This Conveyance is being made directly by Grantor to Grantee at the request of and under the exclusive control of Tax Deferred Exchange Services, Inc., a Washington corporation, who is acting as Qualified Intermediary for this transaction.

Dated: 10/15/15

Diversified Commercial Holdings LLC

By: Aaron Stewart, Manager

STATE OF WASHINGTON)

) ss:

COUNTY OF PIERCE)

On this 15th day of October, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Aaron Stewart, to me known to be the Manager of Diversified Commercial Holdings LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



William V. Kimball

Notary Public in and for the State of Washington

Print Name: William V Kimball

Residing at: Puyallup

My Commission Expires: 4-9-17

PLAT 4262961 1/3

PLAT OF SCHMIDT PARK

PLAT 4262961 1/3

SHEET 1 OF 3

DEDICATION

A PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 1, TOWNSHIP 15 NORTH, RANGE 3 WEST, W.M.

KNOW ALL PEOPLE BY THESE PRESENTS THAT 1-5 MINI STORAGE LLC A WASHINGTON LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED, AND THURSTON FIRST BANK THE MORTGAGEE HEREOF, HEREBY DECLARE THIS LAND DIVISION AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE DIVISION AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS SHOWN HEREON, ALSO THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID STREETS.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS THIS 10 DAY OF January 2012

(SIGN) [Signature] (SIGN) [Signature]
SHAWN PARKER (TITLE: MANAGING MEMBER OF 1-5 MINI STORAGE LLC) WAYNE SCHMIDT (TITLE: MANAGING MEMBER OF 1-5 MINI STORAGE LLC)

(PRINT NAME AND TITLE) SHAWN PARKER
THURSTON FIRST BANK

ACKNOWLEDGMENTS

STATE OF WASHINGTON
COUNTY OF THURSTON > SS

ON THE 10 DAY OF January 2012, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DUTY COMMISSIONED AND SWORN, PERSONALLY APPEARED SHAWN PARKER TO ME KNOWN TO BE A MANAGING MEMBER (TITLE) OF 1-5 MINI STORAGE LLC AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED (IF ANY) IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE-WITTEN.

Sabrina David Bre
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
(PRINT NAME) Sabrina David Bre
RESIDING AT: Olympia
MY COMMISSION EXPIRES: 12-11-2014

STATE OF WASHINGTON
COUNTY OF THURSTON > SS

ON THE 10 DAY OF January 2012, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DUTY COMMISSIONED AND SWORN, PERSONALLY APPEARED WAYNE SCHMIDT TO ME KNOWN TO BE A MANAGING MEMBER (TITLE) OF 1-5 MINI STORAGE LLC AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED (IF ANY) IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE-WITTEN.

Sabrina David Bre
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
(PRINT NAME) Sabrina David Bre
RESIDING AT: Olympia
MY COMMISSION EXPIRES: 12-11-2014

STATE OF WASHINGTON
COUNTY OF THURSTON > SS

ON THE 10 DAY OF January 2012, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DUTY COMMISSIONED AND SWORN, PERSONALLY APPEARED Wayne L. Schmidt (NAME) TO ME KNOWN TO BE A MANAGING MEMBER (TITLE) OF THURSTON FIRST BANK AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE/SHE IS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED (IF ANY) IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE-WITTEN.

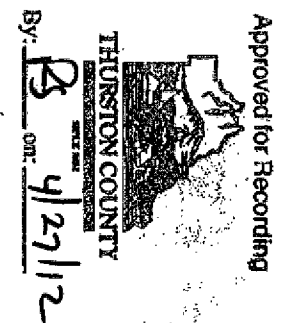
Wayne L. Schmidt
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
(PRINT NAME) Wayne L. Schmidt
RESIDING AT: Thurston Co.
MY COMMISSION EXPIRES: 7/11/13

DESCRIPTION

THE SOUTH HALF OF LOT 2 AND ALL OF LOT 3, IN BLOCK 5, OF AMERICAN HOME FRUIT TRACTS, DIVISION 2, AS RECORDED IN VOLUME 8 OF PLATS, PAGE 72, RECORDS OF THURSTON COUNTY, WASHINGTON

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO PUGET SOUND ENERGY, QWEST CORPORATION TELEPHONE COMPANY, COMCAST OF WASHINGTON INC., GRAND MOUND DOMESTIC WATER UTILITIES, GRAND MOUND SANITARY SEWER UTILITIES, SCHMIDT PARK LOT OWNERS ASSOCIATION AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THAT PORTION OF THE FRONT 12 FEET OF LOTS 1 THROUGH 6 INCLUSIVE, PARALLEL WITH AND ADJOINING 192ND AVE. SW, AS DEPICTED HEREON IN WHICH TO INSTALL, LAY, CONSTRUCT, REPAIR, REPLACE, ENLARGE, RENEW, OPERATE AND MAINTAIN UNDERGROUND PIPES, CONDUITS, CABLES AND WIRES WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND APPEARANCES THEREON FOR THE PURPOSE OF SERVING THIS SUBDIVISION WITH ELECTRIC, TELEPHONE, GAS AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THERE CONDITION, NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOTS UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.



Approved for Recording
By: [Signature] 4/27/12
THURSTON COUNTY

APPROVALS

EXAMINED AND APPROVED THIS 18 DAY OF April 2012

[Signature]
THURSTON COUNTY ENGINEER

EXAMINED AND APPROVED THIS 18 DAY OF April 2012

[Signature]
THURSTON COUNTY HEALTH OFFICER

EXAMINED AND APPROVED THIS 18 DAY OF April 2012

[Signature]
THURSTON COUNTY PLANNING DIRECTOR

EXAMINED AND APPROVED THIS 24 DAY OF April 2012

[Signature]
CHAIRMAN, BOARD OF THURSTON COUNTY COMMISSIONERS

ATTEST:

[Signature]
COUNTY AUDITOR AND EX OFFICIO CLERK OF COUNTY COMMISSIONERS

EXAMINED AND APPROVED THIS 18 DAY OF April 2012

[Signature]
THURSTON COUNTY ASSESSOR

I HEREBY CERTIFY THAT ALL TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID TO AND INCLUDING THE YEAR 2012 AND ADVANCED TAXES FOR 2013 ON THE LAND VOUCHER.

[Signature]
THURSTON COUNTY TREASURER
DATE: 4/18/12

COVENANTS

COVENANTS, CONDITIONS AND RESTRICTIONS ARE RECORDED UNDER AUDITOR'S FILE NO. 4262962

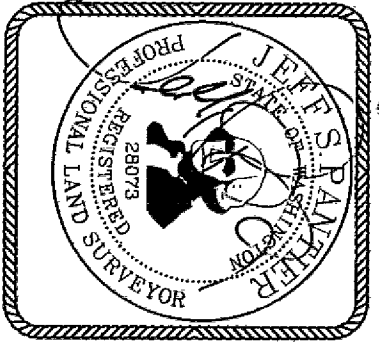
AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF HATTON GODAT PANTIER THIS 27 DAY OF April 2012 AT 34 MINUTES PAST 10 O'CLOCK A.M., AND RECORDED UNDER FILE NO. 4262961

[Signature]
THURSTON COUNTY AUDITOR
DEPUTY [Signature]

LAND SURVEYOR'S CERTIFICATE

I, JEFF S. PANTIER, HEREBY CERTIFY THAT THE PLAT OF SCHMIDT PARK IS BASED ON AN ACTUAL SURVEY AND SUBDIVISION OF AMERICAN HOME FRUIT TRACTS, DIVISION 2, THAT THE DISTANCES AND COURSES SHOWN HEREON ARE CORRECT, THAT THE LOT CORNERS HAVE BEEN STAKED ON THE GROUND WITH 5/8" REBAR WITH PLASTIC CAPS STAMPED "SP 28073".



INDEX OF SHEETS	
SHEET 1	1) DEDICATION, ACKNOWLEDGMENTS, APPROVALS, EASEMENT PROVISIONS, DESCRIPTION AND LAND SURVEYOR'S CERTIFICATE
SHEET 2	2) PLAT MAP, CURVE TABLE, EASEMENT NOTES AND ADDRESSES
SHEET 3	3) SURVEY REFERENCES, PLAT NOTES, MONUMENT LEGEND

HATTON GODAT PANTIER
ENGINEERS AND SURVEYORS
1840 BARNES BOULEVARD S W
TUMWATER, WA 98512
TEL: 360.943.1599 FAX: 360.357.6299
jeff@hattonpantier.com 08021

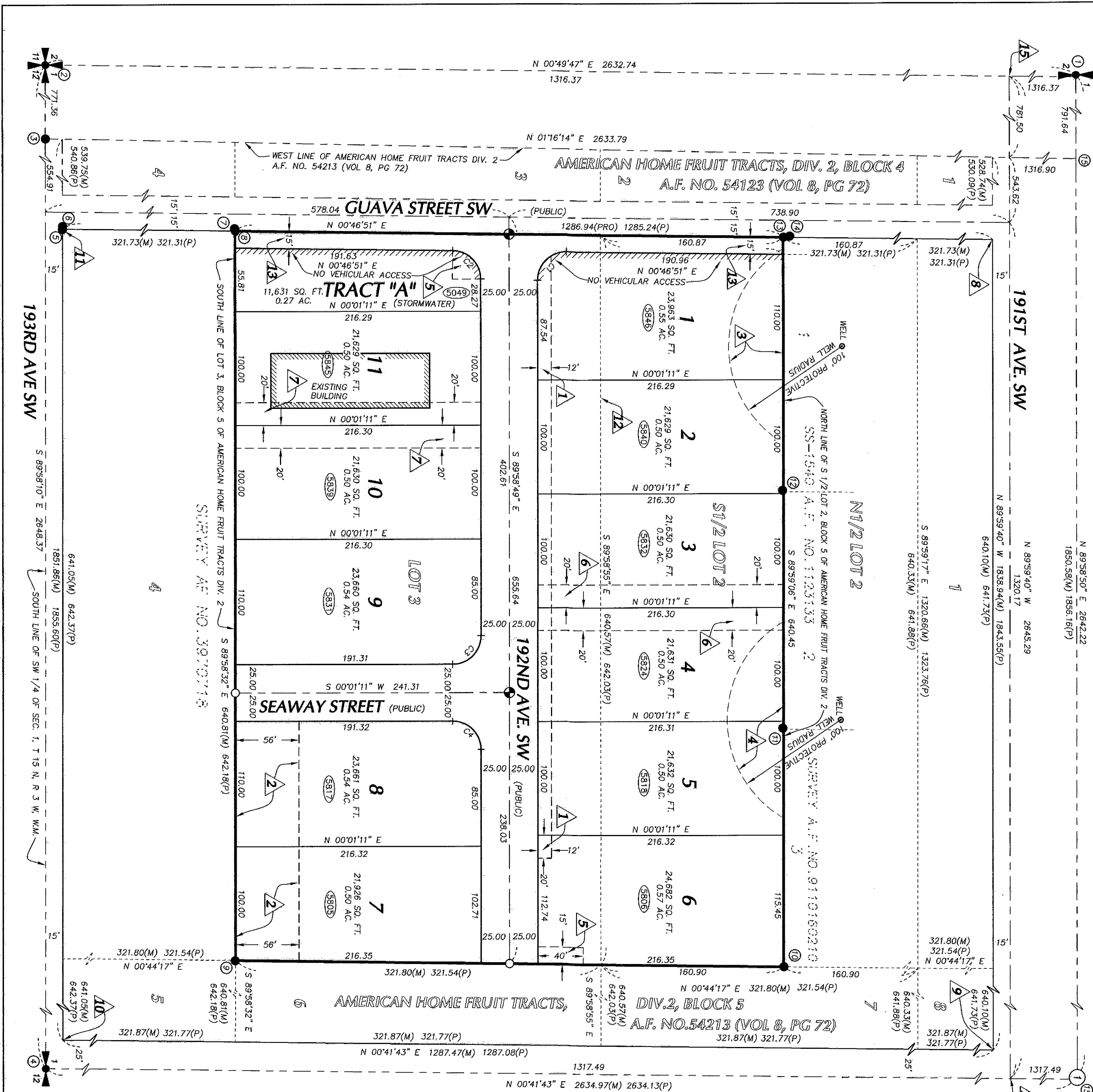
PLAT 4262961 2/3

A PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 1, TOWNSHIP 15 NORTH, RANGE 3 WEST, W.M.

PLAT OF SCHMIDT PARK

PLAT 4262961 2/3

SHEET 2 OF 3



LEGEND

- FOUND AS NOTED
- SET CONCRETE MONUMENT IN DISC STAMPED "SP 28073"
- SET 5/8" REBAR WITH PLASTIC CAP STAMPED "SP 28073"
- WELL
- MEASURED DISTANCE
- PLAT DISTANCE PER AMERICAN FRUIT TRACTS, DIV. 2, A.F. NO. 54213 VOL 8, PG 72
- NO VEHICULAR ACCESS (HATCHED STRIP)
- STREET ADDRESS: 192ND AVE SW ROCHESTER, WA 98579
- UTILITY EASEMENT (SEE EASEMENT PROVISIONS SHEET 1 OF 3)
- STORMWATER EASEMENT FOR THE BENEFIT OF THE SCHMIDT PARK LOT OWNERS ASSOCIATION, (SEE PLAT NOTE 8 ON SHEET 3 OF 3)
- 100' SANITARY CONTROL RADIUS PER RESTRICTIVE COVENANT RECORDED UNDER AUDITOR'S FILE NO. 4154461
- 100' SANITARY CONTROL RADIUS PER RESTRICTIVE COVENANT RECORDED UNDER AUDITOR'S FILE NO. 4154460
- EASEMENT FOR THE BENEFIT OF 1-5 MINI-STORAGE LLC FOR THE PURPOSE OF LANDSCAPING AND SIGNAGE.
- INGRESS, EGRESS AND UTILITY EASEMENT FOR THE BENEFIT OF LOTS 10 AND 11
- NW CORNER BLOCK 5 AMERICAN HOME FRUIT TRACTS, DIV. 2, A.F. NO. 54213 (VOL 8, PG 72)
- NE CORNER BLOCK 5 OF AMERICAN HOME FRUIT TRACTS, DIV. 2, A.F. NO. 54213 (VOL 8, PG 72)
- SE CORNER BLOCK 5 OF AMERICAN HOME FRUIT TRACTS, DIV. 2, A.F. NO. 54213 (VOL 8, PG 72)
- SW CORNER BLOCK 5 OF AMERICAN HOME FRUIT TRACTS, DIV. 2, A.F. NO. 54213 (VOL 8, PG 72)
- SOUTH LINE LOT 2, BLOCK 5 OF AMERICAN HOME FRUIT TRACTS, DIV. 2, A.F. NO. 54213 (VOL 8, PG 72)
- ADDITIONAL RIGHT OF WAY DEDICATION TO THURSTON COUNTY
- NE CORNER OF THE SE 1/4 OF THE SW 1/4 NW CORNER OF THE SW 1/4 OF THE SW 1/4 SEE SHEET 3 MONUMENT LEGEND

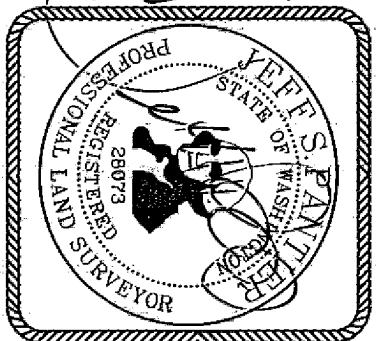
CURVE TABLE

NO	DELTA	RADIUS	LENGTH
C1	90°45'40"	25.00	39.60
C2	89°14'20"	25.00	38.94
C3	90°00'00"	25.00	39.27
C4	90°00'00"	25.00	39.27

THIS SURVEY WAS CONDUCTED BY FIELD TRAVERSE METHODS USING A LEICA THREE SECOND TOTAL STATION SURVEY INSTRUMENT IN JULY, 2010. THE RESULTS OF THIS SURVEY EXCEED THE STANDARDS CONTAINED IN WAC 332.130.090.

MERIDIAN:

SURVEY AS RECORDED UNDER
RECORDED UNDER AUDITOR'S
FILE NO. 3970718



HATTON GODAT PANTIER

ENGINEERS AND SURVEYORS

3910 MARTIN WAY E, SUITE B

OLYMPIA, WA 98506

TEL: 360.943.1599 FAX: 360.357.6299

hatterpantier.com

08021

PLAT 4262961

3/3

PLAT OF SCHMIDT PARK
A PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 1, TOWNSHIP 15 NORTH, RANGE 3 WEST, W.M.

PLAT 4262961 3/3

SHEET 3 OF 3

PLAT NOTES

1. ATTENTION: THURSTON COUNTY HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN OR OTHERWISE SERVICE THE PRIVATE ROAD OR DRIVEWAY WITHIN OR PROVIDING ACCESS TO PROPERTY DESCRIBED IN THIS PLAT. THE BUILDING, MAINTENANCE, REPAIR, IMPROVEMENT, OPERATION OR SERVICING OF THE STORMWATER FACILITIES OUTSIDE THE COUNTY RIGHTS OF WAY ARE THE RESPONSIBILITY OF THE PROPERTY OWNER(S).
2. INCREASED STORM WATER RUNOFF FROM THE ROAD(S), BUILDING, DRIVEWAY AND PARKING AREAS SHALL BE RETAINED ON SITE AND SHALL NOT BE DIRECTED TO ROADWAY DITCHES ADJACENT TO GAVIA STREET SW.
3. IF SEASONAL DRAINAGE CROSSES SUBJECT PROPERTY, NO FILLING OR DISRUPTION OF THE NATURAL FLOW SHALL BE PERMITTED.
4. PRIVATE ROADS ARE REQUIRED TO REMAIN OPEN AT ALL TIMES FOR EMERGENCY AND PUBLIC SERVICE VEHICLE USE. ANY FUTURE IMPROVEMENTS (GATES, FENCING, ETC.) THAT WOULD NOT ALLOW FOR THE "OPEN" ACCESS, WILL NEED TO BE APPROVED BY ALL APPLICABLE DEPARTMENTS OF THURSTON COUNTY.
5. EACH LOT WITHIN THIS SUBDIVISION SHALL BE REQUIRED TO PROVIDE ADEQUATE TREATMENT AND STORAGE OF STORMWATER ASSOCIATED WITH RUN-OFF FROM FUTURE IMPROVEMENTS INCLUDING ROOF TOPS AND PARKING AND OTHER IMPERVIOUS AREAS. STORMWATER DESIGNS SHALL BE APPROVED BY THURSTON COUNTY PRIOR TO ISSUANCE OF A BUILDING PERMIT. STORAGE REQUIREMENTS FOR STORMWATER RUNOFF FROM BUILDINGS AND PARKING SURFACES FOR FUTURE IMPROVEMENTS ON INDIVIDUAL BUILDING LOTS, INCLUDING DRYWELL SIZING OR STORM DRAIN CONNECTION POINTS WILL NEED TO BE APPROVED BY ALL APPLICABLE DEPARTMENTS OF THURSTON COUNTY.
6. MAINTENANCE OF THE REQUIRED LANDSCAPING WITHIN THE PUBLIC RIGHT OF WAY IS THE SOLE RESPONSIBILITY OF THE SCHMIDT PARK LOT OWNERS ASSOCIATION. THURSTON COUNTY HAS NO RESPONSIBILITY TO MAINTAIN OR SERVICE THE SAID LANDSCAPING.
7. THE SCHMIDT PARK LOT OWNERS ASSOCIATION SHALL BE RESPONSIBLE TO OPERATE AND MAINTAIN THE STREET LIGHTS UNTIL SUCH TIME THE PROPERTY IS ANNEXED TO THE CITY OF GRAND WOOD.
8. THIS PLAT IS SUBJECT TO COMMERCIAL AGREEMENT TO MAINTAIN STORMWATER FACILITIES AND TO IMPLEMENT A POLLUTION SOURCE CONTROL PLAN RECORDED UNDER AUDITOR'S FILE NO. _____.
9. TRACT "A" IS A STORMWATER TRACT SERVING THIS SUBDIVISION. THE SCHMIDT PARK LOT OWNERS ASSOCIATION SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING SAID TRACT AND THE STORMWATER FACILITIES THEREIN. (SEE PLAT NOTE 8)
10. THIS SUBDIVISION HAS BEEN APPROVED THROUGH PROVISIONS OF PLANNED INDUSTRIAL PARK ZONING DISTRICT (TCC 20.27).
11. PAYMENT OF THE OFF-SITE TRAFFIC MITIGATION REQUIRED IN THE JULY 3, 2007 MITIGATED DETERMINATION OF NON-SIGNIFICANCE IS REQUIRED AT TIMES SPECIFIED IN ACCORDANCE WITH SECTION 2.13 OF THE THURSTON COUNTY ROAD STANDARDS. TIMING OF SUCH PAYMENTS TO THE OTHER JURISDICTIONS MAY BE ALTERED UPON AGREEMENT WITH RESPECTIVE JURISDICTION AND THURSTON COUNTY.
12. TO MITIGATE TRAFFIC IMPACTS WITHIN THURSTON COUNTY, AND PURSUANT TO COUNTY ROAD STANDARDS AND TITLE 17.10 OF THE THURSTON COUNTY CODE, THE PROponent OF FUTURE LOT IMPROVEMENTS WILL NEED TO CONTRIBUTE TO PROPOSED THURSTON COUNTY ROADS AND TRANSPORTATION SERVICES TO STATE ROUTE 12 AS WELL AS WIDENING OF OLD HIGHWAY 99 AND EMERGENCY ROAD SW. MITIGATION PAYMENTS SHALL BE MADE PRIOR TO CERTIFICATE OF OCCUPANCY FOR USES AND/OR STRUCTURES ON EACH OF THE LOTS OF THIS SUBDIVISION. THE NUMBER OF TRIPS WILL BE DETERMINED USING THE TRIP GENERATION MODEL, AND THE LATEST EDITION OF THE TRIP GENERATION MODEL. INDIVIDUAL BUILDING APPLICATIONS ARE MADE. A TRIP GENERATION AND DISTRIBUTION WILL NEED TO BE PROVIDED AT THAT TIME. MITIGATION PAYMENTS SHALL BE MADE PRIOR TO CERTIFICATE OF OCCUPANCY FOR USES AND/OR STRUCTURES ON EACH OF THE LOTS OF THIS SUBDIVISION.
13. TO MITIGATE TRAFFIC IMPACTS TO THE INTERSTATE 5 GRAND MOUND INTERCHANGE, AND PURSUANT TO THURSTON COUNTY ROAD STANDARDS, THE PROponent OF FUTURE LOT OWNER WILL NEED TO CONTRIBUTE \$1,300 TO THE WASHINGTON DEPARTMENT OF TRANSPORTATION (WSDOT) FOR EACH PM PEAK HOUR TRIP TO THE INTERCHANGE. THE NUMBER OF TRIPS WILL BE DETERMINED USING THE TRIP GENERATION MODEL, AND THE LATEST EDITION OF THE TRIP GENERATION MODEL. INDIVIDUAL BUILDING APPLICATIONS FOR EACH LOT OF THIS SUBDIVISION ARE MADE. A TRIP GENERATION AND DISTRIBUTION WILL NEED TO BE PROVIDED AT THAT TIME. MITIGATION PAYMENTS SHALL BE MADE PRIOR TO CERTIFICATE OF OCCUPANCY FOR USES AND/OR STRUCTURES ON EACH OF THE LOTS OF THIS SUBDIVISION.
14. THE LANDS DEPICTED HEREON ARE SUBJECT TO AN UNLOCATABLE EASEMENT GRANTED TO PUGET SOUND ENERGY BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 4008919.
15. PRIOR TO BUILDING PERMIT ISSUANCE FOR EACH LOT, THE APPLICANT/OWNER SHALL OBTAIN DEVELOPMENT SERVICES DEPARTMENT APPROVAL OF A LANDSCAPE PLAN FOR THE LOT. THE LANDSCAPE PLAN MUST COMPLY WITH THURSTON COUNTY CODE 20.27.040.
16. EASEMENTS ARE HEREBY GRANTED FOR THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS DELINEATED ON THE PLAT FOR SUBDIVISION DEPICTED HEREON, INCLUDING UNRESTRICTED ACCESS FOR THURSTON COUNTY STAFF TO ANY AND ALL STORMWATER SYSTEM FEATURES FOR THE PURPOSE OF ROUTINE INSPECTIONS AND/OR PERFORMING MAINTENANCE, REPAIR AND/OR RETROFIT AS MAY BECOME NECESSARY. NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS SHOWN ON THE PLAT WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION, INSPECTION AND MAINTENANCE OF UTILITIES, MAINTENANCE AND EXPENSE THEREOF. THE UTILITIES AND DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION AS ESTABLISHED BY COVENANT RECORDED UNDER AUDITOR'S FILE NUMBER _____.

MONUMENT LEGEND

- ① FOUND THURSTON COUNTY CONCRETE MONUMENT WITH 3" BRASS DISC STAMPED "THURSTON COUNTY 1/4 CORNER"
- ② FOUND THURSTON COUNTY CONCRETE MONUMENT WITH 3" BRASS DISC STAMPED "THURSTON COUNTY, GPS, RTK, STA. 202 SECTION CORNER"
- ③ FOUND THURSTON COUNTY CONCRETE MONUMENT WITH 3" BRASS DISC STAMPED "THURSTON COUNTY, RTK, STA. 203 PLAT MON"
- ④ FOUND 11" BY 11" STONE MONUMENT WITH TACK AND FLASHER STAMPED "AT 968"
- ⑤ FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "D. LOVETT LS 36603"
- ⑥ FOUND 1 1/4" IRON PIPE WITH BRASS TACK N 88°55'04" W 2.44' FROM CALCULATED POSITION
- ⑦ FOUND 1 1/2" REBAR WITH PLASTIC CAP STAMPED "SLA 29538" S 79°18'30" W 2.21' FROM CALCULATED POSITION
- ⑧ FOUND 1/2" REBAR WITH PLASTIC CAP STAMPED "LS 33138"
- ⑨ FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "D. LOVETT LS 36603"
- ⑩ FOUND 1/2" REBAR WITH PLASTIC CAP STAMPED "LS 33138"
- ⑪ FOUND 1/2" REBAR WITH PLASTIC CAP STAMPED "T.L. MARTIN" S 00°00'54" W 0.61' FROM THE NORTH LINE OF THE SOUTH 1/2 OF LOT 2, BLOCK 5 OF AMERICAN HOME FRUIT TRACTS, DIV.2
- ⑫ FOUND 5/8" REBAR S 00°00'54" W 0.61' FROM THE NORTH LINE OF THE SOUTH 1/2 OF LOT 2, BLOCK 5 OF AMERICAN HOME FRUIT TRACTS, DIV.2
- ⑬ FOUND 1/2" REBAR WITH PLASTIC CAP STAMPED "LS 33138"
- ⑭ FOUND 5/8" REBAR BENT SOUTHWESTERLY FIELD LOCATED AT POINT OF ROTATION N 10°26'48" W 5.84' FROM CALCULATED POSITION
- ⑮ CALCULATED PER SURVEY REFERENCE NO. 2

SURVEY REFERENCES

1. PLAT CERTIFICATE PREPARED BY CHICAGO TITLE INSURANCE COMPANY DATED DECEMBER 12, 2011 UNDER ORDER NO. 2062427
2. PLAT OF AMERICAN HOME FRUIT TRACTS RECORDED UNDER AUDITOR'S FILE NUMBER 54213 (VOL. 8, PG. 72)
3. SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 3650352
4. SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 9305200038
5. SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 9505080045
6. SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 3970718



HATTON GODAT PANTIER
ENGINEERS AND SURVEYORS
1840 BARNES BOULEVARD S W
TUMWATER, WA 98512
TEL: 360.943.1599 FAX: 360.357.6299
haddonpanther.com 08021



Thurston County Treasurer
2000 Lakeridge Dr. SW
Olympia, WA 98502
(360) 786-5550

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Property Account Summary

6/16/2020

Property Number	72580000700	Property Address	5805 192ND AVE SW , ROCHESTER, WA 98579
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Tax Balance

No Charges are currently due. If you believe this is incorrect, please contact our Office at 360-786-5550.

[Installments Payable/Paid for Tax Year\(Enter 4-digit Year, then Click-Here\):](#)

Distribution of Current Taxes

District	Rate	Amount	Voted Amount	Non-Voted Amount
CEMETERY DISTRICT #1	0.05	\$4.59	\$0.00	\$4.59
CONSERVATION FUTURES	0.04	\$3.52	\$0.00	\$3.52
COUNTY ROAD	1.15	\$107.21	\$0.00	\$107.21
FIRE DISTRICT #01	1.59	\$147.89	\$147.89	\$0.00
FIRE DISTRICT #01	1.45	\$135.22	\$0.00	\$135.22
MEDIC ONE	0.30	\$27.87	\$27.87	\$0.00
PORT OF OLYMPIA	0.18	\$16.41	\$0.00	\$16.41
PUD #1	0.01	\$0.73	\$0.00	\$0.73
ROCHESTER S.D. #401	3.86	\$359.63	\$359.63	\$0.00
STATE OF WASHINGTON	2.93	\$272.47	\$0.00	\$272.47
THURSTON COUNTY	1.16	\$108.20	\$0.00	\$108.20
TIMBERLAND LIBRARY	0.34	\$31.71	\$0.00	\$31.71
CONSERVATION DISTRICT		\$5.04	\$0.00	\$5.04
NOXIOUS WEED CONTROL		\$4.60	\$0.00	\$4.60
TOTAL	13.06	\$1,225.09	\$535.39	\$689.70

Levy Rate History

Tax Year	Total Levy Rate
2019	11.33
2018	13.92
2017	13.74

Receipts

Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
04/10/2020 00:00:00	5028096	\$1,225.09	\$1,225.09	\$1,225.09	\$0.00
10/22/2019 08:57:00	4938799	\$557.69	\$5,132.17	\$5,132.17	\$0.00
04/08/2019 11:10:00	4805683	\$557.68	\$10,264.31	\$5,132.14	\$0.00
10/22/2018 10:22:00	4703538	\$846.46	\$7,771.23	\$7,790.77	\$0.00
04/16/2018 14:31:00	4585484	\$846.46	\$15,542.45	\$7,771.22	\$0.00

10/26/2017 00:00:00	4495269	\$625.75	\$625.75	\$625.75	\$0.00
04/17/2017 00:00:00	4367528	\$625.74	\$1,251.49	\$625.74	\$0.00
10/25/2016 00:00:00	4273393	\$744.27	\$744.27	\$744.27	\$0.00
05/02/2016 00:00:00	4223847	\$744.27	\$1,488.54	\$744.27	\$0.00
10/16/2015 15:24:00	4044514	\$1,639.20	\$16,765.40	\$16,765.40	\$0.00

General Information

Alternate Property #	
Property Description	Section 01 Township 15 Range 3W Quarter SE SW Plat SCHMIDT PARK LT 7 Document 4262961
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	490
Remarks	

Property Characteristics

Use Code	91 Undeveloped Land
Size in Acres	.50

Related Properties

No Related Properties Found

Parties

Role	Percent	Name	Address
Taxpayer	100	FERNS CONSTRUCTION LLC	1425 BROADWAY # 29473, SEATTLE, WA 98122
Owner	100	FERNS CONSTRUCTION LLC	1425 BROADWAY # 29473, SEATTLE, WA 98122

Property Values

Value Type	Tax Year 2020	Tax Year 2019	Tax Year 2018	Tax Year 2017	Tax Year 2016
Taxable Value Regular	\$93,100	\$97,600	\$121,300	\$90,400	\$106,750
Exemption Amount Regular					
Market Total	\$93,100	\$97,600	\$121,300	\$90,400	\$106,750
Assessed Value	\$93,100	\$97,600	\$121,300	\$90,400	\$106,750
Market Land	\$93,100	\$97,600	\$121,300	\$90,400	\$106,750
Market Improvement					
Personal Property					

Active Exemptions

No Exemptions Found

[Printable Version](#)

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Thurston County Treasurer
2000 Lakeridge Dr. SW
Olympia, WA 98502
(360) 786-5550

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Property Account Summary

6/16/2020

Property Number	72580000800	Property Address	5817 192ND AVE SW , ROCHESTER, WA 98579
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Tax Balance

No Charges are currently due. If you believe this is incorrect, please contact our Office at 360-786-5550.

[Installments Payable/Paid for Tax Year\(Enter 4-digit Year, then Click-Here\):](#)

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COUNTY ROAD	1.15	\$112.85	\$0.00	\$112.85
FIRE DISTRICT #01	1.59	\$155.68	\$155.68	\$0.00
FIRE DISTRICT #01	1.45	\$142.34	\$0.00	\$142.34
MEDIC ONE	0.30	\$29.34	\$29.34	\$0.00
PORT OF OLYMPIA	0.18	\$17.28	\$0.00	\$17.28
PUD #1	0.01	\$0.77	\$0.00	\$0.77
ROCHESTER S.D. #401	3.86	\$378.56	\$378.56	\$0.00
STATE OF WASHINGTON	2.93	\$286.81	\$0.00	\$286.81
THURSTON COUNTY	1.16	\$113.89	\$0.00	\$113.89
TIMBERLAND LIBRARY	0.34	\$33.35	\$0.00	\$33.35
CONSERVATION DISTRICT		\$5.04	\$0.00	\$5.04
NOXIOUS WEED CONTROL		\$4.62	\$0.00	\$4.62
TOTAL	13.06	\$1,289.08	\$563.58	\$725.50

Levy Rate History

Tax Year	Total Levy Rate
2019	11.33
2018	13.92
2017	13.74

Receipts

Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
04/10/2020 00:00:00	5028097	\$1,289.08	\$1,289.08	\$1,289.08	\$0.00
10/22/2019 08:57:00	4938799	\$584.32	\$5,132.17	\$5,132.17	\$0.00
04/08/2019 11:10:00	4805683	\$584.31	\$10,264.31	\$5,132.14	\$0.00
10/22/2018 10:22:00	4703538	\$887.53	\$7,771.23	\$7,790.77	\$0.00
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10/26/2017 00:00:00	4495268	\$653.23	\$653.23	\$653.23	\$0.00
04/17/2017 00:00:00	4367529	\$653.23	\$1,306.46	\$653.23	\$0.00
10/25/2016 00:00:00	4273394	\$780.65	\$780.65	\$780.65	\$0.00
05/02/2016 00:00:00	4223848	\$780.64	\$1,561.29	\$780.64	\$0.00
10/16/2015 15:24:00	4044514	\$1,719.38	\$16,765.40	\$16,765.40	\$0.00

General Information

Alternate Property #	
Property Description	Section 01 Township 15 Range 3W Quarter SE SW Plat SCHMIDT PARK LT 8 Document 4262961
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Status	Active, Locally Assessed
Tax Code Area	490
Remarks	

Property Characteristics

Use Code	91 Undeveloped Land
Size in Acres	.54

Related Properties

No Related Properties Found

Parties

Role	Percent	Name	Address
Taxpayer	100	FERNS CONSTRUCTION LLC	1425 BROADWAY # 29473, SEATTLE, WA 98122
Owner	100	FERNS CONSTRUCTION LLC	1425 BROADWAY # 29473, SEATTLE, WA 98122

Property Values

Value Type	Tax Year 2020	Tax Year 2019	Tax Year 2018	Tax Year 2017	Tax Year 2016
Taxable Value Regular	\$98,000	\$102,300	\$127,200	\$94,400	\$112,000
Exemption Amount Regular					
Market Total	\$98,000	\$102,300	\$127,200	\$94,400	\$112,000
Assessed Value	\$98,000	\$102,300	\$127,200	\$94,400	\$112,000
Market Land	\$98,000	\$102,300	\$127,200	\$94,400	\$112,000
Market Improvement					
Personal Property					

Active Exemptions

No Exemptions Found

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Filed for Record at Request of

**Rodgers Kee & Pearson, P.S.
324 West Bay Drive NW, Ste. 201
Olympia, Washington 98502**

DOCUMENT TITLE(S):

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR(S): (DECLARANT) I-5 MINI STORAGE, LLC

Schmidt Park

GRANTEE(S): THE PUBLIC

LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)

Section 1, Township 15 North, Range 3 West, W.M.

X Additional legal is on Exhibit A of the document

S 1/2 L2, L3 BIKS American Home Fruit Tracts

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER:

31420500102

X Additional legal is on Exhibit A of the document



**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
SCHMIDT PARK**

This Declaration of Covenants, Conditions and Restrictions is made this 27 day of April, 2012 by **I-5 Mini Storage, LLC**, a Washington Limited Liability Company ("Declarant").

Declarant owns real property described on Exhibit "A" (attached hereto and by this reference incorporated herein) on which it is developing Schmidt Park. Declarant intends by this Declaration to establish a method for the administration, maintenance, preservation, use and enjoyment of the Common Areas and architectural control of the development of the Lots in Schmidt Park.

Declarant hereby declares that the Property shall be held, sold, used and conveyed subject to the provisions of this Declaration. This Declaration shall be binding on all parties having any interest in the Property, their heirs, successors, and assigns, and shall inure to the benefit of each Owner.

1. DEFINITIONS

1.1 "Articles of Incorporation" or "Articles" means the Articles of Incorporation of Schmidt Park Lot Owners Association, as filed with the Secretary of State of the State of Washington.

1.2 "Association" means Schmidt Park Lot Owners Association, a Washington nonprofit corporation, formed or to be formed to serve as a mandatory membership Lot Owners Association, having jurisdiction over the Common Areas and architectural control within Schmidt Park.

1.3 "Base Assessment" means assessments levied on all Lots subject to assessment hereunder to fund Common Expenses.

1.4 "Board of Directors" or "Board" means the body responsible for administering the Association, selected as provided in the Bylaws.

1.5 "Bylaws" means the Bylaws of the Association.

1.6 "Common Areas" means all real and personal property which the Association now or hereafter owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners, including easements held by the Association for those purposes.

1.7 "Common Expenses" means the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve.

1.8 "Declarant" means I-5 Mini Storage, LLC.

1.9 "Declaration" means this declaration of covenants, conditions, restrictions and easements, applicable to the Property.

1.10 "Member" means a Person who qualifies for membership in the Association, including Declarant, as described in Section 4.

1.11 "Mortgage" means any mortgage, deed of trust, or similar instrument used for the purpose of encumbering any of the Property as security for payment or satisfaction of an obligation.

1.12 "Plat" means the Plat of Schmidt Park, recorded in the Office of the Auditor of Thurston County, Washington, on April 27th, 2012, under Auditor's File No. 4262961.

1.13 "Schmidt Park" means the industrial/retail/office/business park development comprised of all property subjected to this Declaration.

1.14 "Owner" means one or more Persons who hold the record title to any Lot, except persons holding an interest merely as security for the performance of an obligation, in which case the equitable owner will be considered the Owner, unless the contract specifically provides otherwise.

1.15 "Lot" means any contiguous portion of the Property, whether improved or unimproved, including those portions imposed with easements for Common Areas and property dedicated to the public, which may be independently owned, conveyed, developed and used for industrial purposes. If any Lot is subdivided, and some or all of the subdivision is conveyed separately, each resulting Lot shall be considered a Lot.

1.16 "Person" means a natural person, corporation, limited liability company, partnership, association, trustee or any other legal entity.

1.17 "Property" means the real property described in Exhibit "A".

1.18 "Special Assessments" means assessments levied under Section 6.4.

2. **OVERVIEW OF ASSOCIATION FUNCTIONS AND ORGANIZATIONS**

2.1 Hierarchy of Association Management Documents. The list below sets forth the hierarchy of the Association Management Documents for the purpose of resolving any conflicts. In any conflicts among documents, the provisions of a document shall control over the provisions of all documents below it on the list:

- ~~~ Declaration
- ~~~ Articles
- ~ Bylaws

3. **PROPERTY**

3.1 Generally. This Declaration applies to the Property described in Exhibit "A". The Property consists of the Lots, the Common Areas and property dedicated to the public.

4. **ASSOCIATION; MEMBERSHIP**

4.1 Schmidt Park Lot Owners Association. Declarant, as present owner of all of the Lots in the Property, shall form a non-profit corporation to be named "Schmidt Park Lot Owners Association" and referred to hereinafter as "Association".

4.2 Membership Appurtenant to Ownership. Every owner of a Lot in the Property shall be deemed to be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot and ownership of a Lot shall be the sole qualification for such membership. In the event that fee title to a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his or her transferee any certificates or other evidences of such membership, if any. The foregoing is not intended to include Mortgagees or any other persons who hold an interest in a Lot merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no owner, whether one or more persons, shall have more than one membership per Lot. Membership rights in the Association shall include all rights and restrictions imposed thereon as described in this Declaration or as may be promulgated by the Board of Directors.

4.3. Voting. Membership in the Association shall include the right to vote. The Association shall have two (2) classes of voting membership:

- (a) **Class "A".** Class "A" members shall be all owners, with the exception of Declarant, and shall be entitled to one (1) vote

for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be divisible and exercised as the owners determine, but in no event shall more than one vote be cast with respect to the Lot.

(b) **Class "B".** The Class "B" members shall be the Declarant, which shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership upon the date (hereafter, the "Transfer Date") of the happening of either of the following events, whichever occurs earlier:

- i. the expiration of three (3) years after the date of this Declaration;
- ii. the date on which 100% of the Lots have been transferred by the Declarant;
- iii. the surrender by the Declarant of the authority to appoint directors and officers of the corporation.

4.4 Books and Records. The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to owners and mortgagees, current copies of this Declaration, and the books, records, and financial statements of the Association prepared pursuant to the Association's Bylaws. The Association may charge a reasonable fee for copying such materials.

4.5 Transfer Date of Declarant's Authority. Until the Transfer Date described in Section 4.3(b), Declarant shall have the right to appoint or remove any member of the Board of Directors and any officer or officers of the Association. From and after the Transfer Date, the Declarant shall cease to have such authority and the Directors and officers of the Association shall be appointed and removed as set forth in the Articles of Incorporation, Bylaws and Chapter 24.03 RCW.

4.6 Successor to Declarant. The Association shall succeed to all of the rights, duties and responsibilities of Declarant under this Declaration upon the earlier of the events listed at Section 4.3(b).

5. ASSOCIATION; RIGHTS AND OBLIGATIONS

5.1 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration or the Bylaws, or which may be reasonably implied from, or reasonably necessary to effectuate, any such right or privilege.

5.2 Rules. The Association, through its Board, may make, modify, and enforce reasonable rules governing the use of the Common Areas, consistent with the rights and duties established by this Declaration. Such rules shall be binding upon all Owners, lessees, occupants, invitees, and licensees until and unless repeated or modified in a regular or special meeting of the Association by Owners.

5.3 Indemnification. The Association, to the fullest extent allowed by law, shall indemnify every officer, director, and committee member against all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he or she may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, except for their own individual misfeasance, malfeasance, misconduct or bad faith, and shall have no personal liability to third parties with respect to any contract or other commitment made or action taken by them in good faith on behalf of the Association. The Association shall indemnify and hold each such officer, director, and committee member harmless against all liability to others on account of any such contract, commitment, or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers and directors liability insurance to fund this obligation, if such insurance is reasonably available.

5.4 Enforcement. The Association may impose sanctions for violations of this Declaration, the Articles, the Bylaws, or rules, including, without limitation, reasonable monetary fines and suspension of voting rights. In addition, the Association may exercise self-help remedies to cure violations of the Bylaws and may suspend any services it provides to the Lot of any Owner thirty (30) days or more delinquent in paying any assessment or other charge due to the Association. The Board may seek relief in any court. Board actions to impose or seek sanctions shall be governed by the Bylaws.

5.5 Common Areas. The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Common Areas and all improvements thereon, and shall keep the common Areas in good, clean, attractive, and sanitary condition, order, and repair, under the terms and conditions of this Declaration, all in compliance with all applicable laws, rules, regulations and agreements.

5.6 Dedication of Common Areas. The Association, by Board resolution, may dedicate portions of the Common Areas to any local, state, or federal government entity.

5.7 No Partition. The Common Areas shall remain undivided, and no Owner or any other Person shall bring any action for partition or division of the whole or any part

thereof without the written consent of all Owners of all of the Property and all holders of Mortgages encumbering any portion of the Properties.

5.8 Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property, or interests therein, reasonably necessary for the management, control, maintenance and repair of the Common Areas. Declarant shall convey to the Association, by Grant and Deed of Easement, the Common Areas, and such property shall be accepted and thereafter maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the conveyance.

6. ASSESSMENTS

6.1 Agreement to Pay. There are hereby created two types of assessments for Association expenses: (a) Base Assessments to fund Common Expenses for the general benefit of all Lots, and (b) Special Assessments as described in Section 6.4. Each Owner, by acceptance of a deed or recording of a contract of sale for any portion of the Property, is deemed to covenant and agree to pay these assessments as levied from time to time by the Association. No Owner may exempt itself from liability for assessments by nonuse of Common Areas, abandonment of its Lots or any other means. The obligation to pay assessments is a separate and independent covenant of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed for any alleged failure of the Association to take any action required of it or for inconvenience or discomfort arising from repairs or improvements or other actions taken by it.

6.2 Base Assessment. The Base Assessment shall be levied against each Lot and its Owner in aggregate amounts reasonably expected to produce income equaling the total budgeted Common Expenses of the Association for each forthcoming year. In determining assessments, the Board may consider other sources of funds.

6.3 Capital Improvement Assessments. The Board shall annually prepare reserve budgets for general purposes which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in Base Assessments capital contributions in amounts sufficient to meet these projected needs.

6.4 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover expenses greater or different than those budgeted. Special Assessments may be levied against the entire membership for Common Expenses. Except as otherwise specifically provided in this Declaration, Special Assessments must be approved by the affirmative vote or written consent of Owners holding at least a majority of the total votes. Special Assessments shall be paid in a manner and by dates fixed by the Board. The Board may allow payment in installments extending beyond the fiscal year in which the Special Assessment is approved.

6.5 Assessment Allocation. All assessments shall be levied against the Lots within the Property, other than the Common Areas, on an equal basis.

6.6 Declarant's Obligation for Assessments. Until the Transfer Date, Declarant may elect annually to pay the Association either (a) regular assessments on all of its unsold Lots, or (b) the difference between the amount of assessments against all other Lots and the necessary expenditures of the Association during the fiscal year. Unless Declarant otherwise notifies the Board at least sixty (60) days before the beginning of a fiscal year, Declarant shall continue paying on the same basis as the preceding fiscal year. Declarant's obligations hereunder may be satisfied in cash, by "in kind" contributions of services or materials, or by a combination of these. In addition, Declarant may, but is not obligated to, reduce the Base Assessments by paying a subsidy, which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the Common Expense budget. Payment of any subsidy shall not obligate Declarant to continue subsidies in the future.

6.7 Approval of Assessments. The Board shall send to each Owner a copy of the budget and notice of the amount of the Base Assessment against such Owner's Lot at least thirty (30) days before the beginning of the fiscal year. The budget and assessment shall be effective unless disapproved at a meeting by a vote of the Owners holding at least 75% of the total votes in the Association. There shall be no obligation to call a meeting to consider the budget unless a petition of the Owners, as provided for special meetings in the Bylaws, is presented to the Board within ten (10) working days after delivery of the notice of assessments. If a proposed budget is disapproved or the Board fails to determine the budget for any year, until a budget is determined, the budget for the preceding fiscal year shall continue.

6.9 Commencement Date for Assessments. The obligation to pay assessments shall commence as to each Lot on the first day of the month following the month in which the Board first determines a budget and levies assessments.

6.10 Collection of Assessments. Assessments shall be paid in a manner and by dates fixed by the Board. The Board may allow payment of assessments in installments. Unless the Board otherwise provides, the Base Assessments shall be due in advance on the tenth day of each fiscal year. If an Owner is delinquent in paying any assessments or charges levied on its Lot, the Board may require all unpaid installments to be paid immediately.

6.11 Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver assessment notices shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as for the prior year until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively.

7. ENFORCEMENT OF ASSESSMENT LIENS

7.1 Delinquency/Lien for Assessments. The Association shall have a lien against each Lot to secure payment of delinquent assessments, interest, late charges, and costs of collection (including attorney's fees) with respect to such Lot. Each such assessment, with interest, late charges, costs of collection, including reasonable attorney's fees, also shall be the personal obligation of the Person who was Owner of such Lot at the time the assessment arose. If title to a Lot is transferred, the grantee shall be jointly and severally liable for assessments and charges due at the time of conveyance, except that a first Mortgagee who obtains title to a Lot by exercising rights under the Mortgage shall not be liable for previously accrued assessments and related charges. Such lien shall be prior and superior to all other liens except: (a) the liens for taxes and governmental assessments which by law are superior, and, (b) the lien of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as a Mortgage. The Association may sue to recover a money judgment for unpaid assessments and related charges, including attorney's fees, without foreclosing or waiving the lien securing the same.

7.2 Foreclosure Sale. The Association may bid for a Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. When a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf, (b) no assessment shall be levied on it; and, (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtain title pursuant to foreclosure of the Mortgage, it shall not be liable for the share of the assessments which became due prior to such acquisition of title. Such unpaid share of assessments shall be deemed to be Common Expenses collectible from Owners of all Lots, including such acquirer, its successors, and assigns.

7.3 Curing Defaults. On request of the Owner, after payment of all amounts due or other satisfaction of assessment liens, the Association shall record an appropriate release of the lien. The Association shall, on request, furnish to any Owner a written certificate setting forth whether assessments have been paid for any particular Lot, on advance payment of a reasonable processing fee as set by the Board.

7.4 Reallocation of Delinquent Assessments. To the extent the aggregate amount of uncollected delinquent assessments and collection costs exceeds the amounts budgeted for those purposes in any fiscal year, the Board shall make appropriate reductions in budgeted expenditures or levy supplemental assessments to maintain a balanced budget.

8. MAINTENANCE

8.1 Association's Responsibilities. The Association shall maintain and keep in good repair the Common Areas, which shall include, but need not be limited to all utility

easements, landscape areas, parking areas, driveways and the Storm Tract as shown on the Plat, including any retaining walls, bulkheads, and dams retaining water in them, and any pumps, conduits and similar equipment installed in or used in connection with them. The Association shall be relieved of its responsibilities under this Section to the extent they are assumed by any local, state or federal governmental agency or any private utility, except that the Association may provide any additional maintenance for the Common Areas if the Board determines that such additional maintenance is necessary or desirable.

8.2 Public Utilities and Public Facilities. The Association has no obligation to maintain, replace or restore any public utilities or public facilities located within the Property but not owned by the Association.

9. OWNER MAINTENANCE AND USE RESTRICTIONS

9.1 General. The Property shall be used only for purposes permitted by ordinances, zoning plans, and regulations of the City of Rochester and Thurston County, Washington, and the restrictions in this Declaration.

9.2 Maintenance. Each Owner shall maintain its Lot, including, without limitation, all structures and other improvements comprising the Lot, which are not part of the common areas, in an attractive, neat, clean, tidy, well-maintained condition and in a manner consistent with all applicable covenants. In addition to any other enforcement rights, if Owner fails properly to maintain its Lot, the Association may perform such maintenance and assess the costs against the Lot and the Owner under Sections 5.4 and 6; provided, the Association shall give the Owners reasonable notice and an opportunity to perform such maintenance, unless the Board determines that maintenance is needed on an emergency basis. Nothing shall be done, maintained, stored or kept outside enclosed structures of a Lot which the Board finds to cause an unclean, unhealthy, or untidy condition. Any structures, equipment or other items permitted on the exterior portions of a Lot shall be kept in a neat and attractive condition and promptly be repaired or removed if the Board finds they have fallen into disrepair. All outside storage on any Lot shall be fenced and screened so that items stored therein will not be visible from adjacent Lots or public thoroughfares. All metal buildings or structures on any Lot shall have exterior concrete or masonry wainscoting not less than four feet high (measured from ground level).

9.3 Industrial Uses. A Lot shall be used only for Thurston County PID (planned industrial district) purposes, which includes industrial through commercial purposes.

10. EASEMENTS

10.1 Common Areas. Every Owner shall have a right and nonexclusive easement for use, access, and enjoyment in and to the Common Areas, subject to:

- (a) this Declaration, any other applicable covenants, and the terms of any deed conveying such property to the Association;

(b) the right of the Board to adopt rules regulating use of the Common Areas;

(c) the right of the Association to transfer all or part of the Common Areas to governmental entities under Section 5.6; and

(d) the right of the Association to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or obligations incurred.

Any Owner may extend such Owner's right of use and enjoyment to its lessees, employees, guests, and business invitees, subject to rules of the Board. An Owner who leases a Lot shall be deemed to have assigned all such rights to the lessee.

10.2 Easements for Stormwater Maintenance. Declarant reserves for itself, the Association and their respective successors and designees the non-exclusive right and easement, but not the obligation, to enter the infiltration galleries within the Common Areas to (a) install, maintain, and replace pumps; (b) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; and, (c) fulfill their maintenance responsibilities under this Declaration. Declarant, the Association, and their designees shall have an access easement over and across any of the Property abutting or containing any portion of any of the infiltration galleries and/or the Storm Tract as depicted on the Plat to the extent reasonably necessary to exercise their rights under this Section. Declarant further reserves to itself, the Association and their respective successors and designees, a perpetual, non-exclusive right and easement of access and encroachment over the Common Areas and Lots. All Persons exercising these easements shall use reasonable care in, and repair any damage resulting from, such activities. The Property is subject to an Agreement with the County of Thurston entitled "Guava Street Industrial Resource Protection", recorded in the Office of the Auditor of Thurston County on February 24, 2009 under Auditor's File No. 4062558. The Property is also subject to an Agreement with the County of Thurston entitled "Commercial Agreement to Maintain Stormwater Facilities and to Implement a Pollution Source Control Plan", recorded in the Office of the Auditor of Thurston County on July 20, 2010 under Auditor's File No. 4160956. The use of the Property is restricted by said agreements.

10.3 Easement for Maintenance and Enforcement. Authorized agents of the Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Association, to enter all portions of the Property, including each Lot, to (a) perform its maintenance responsibilities hereunder, and (b) make inspections to ensure compliance with this Declaration, the Bylaws, and rules. Except in emergencies, entry onto a Lot shall be only during reasonable hours and after notice to and permission from the Owner. This easement shall be exercised with a minimum of interference to the quiet enjoyment of Owners' property, and any damage shall be repaired by the Association at its expense. The Association also may enter a Lot to abate or remove, using such force as may be reasonably necessary, any

structure, thing, or condition which violates this Declaration, the Bylaws, or the rules. All costs incurred, including reasonable attorney's fees, shall be assessed against the violator.

10.4 Lots Subject to Easements. Each Lot is subject to the utility, driveway and parking easements as shown on the Plat. The easements on all Lots are for the use and benefit of all of the Owners and lessees and their licensees and invitees subject to the Bylaws and any rules and regulations adopted by the Board of Directors. The driveway and parking areas depicted on the Plat contain and are subject to ingress, egress and parking easements for the use and benefit of all Owners and lessees and their respective licensees and invitees, subject to the Bylaws and any rules and regulations adopted by the Board of Directors.

11. PROPERTY AND LIABILITY INSURANCE

11.1 Association Insurance. The Board shall obtain a commercial general liability policy covering the Common Areas, including landscape areas, driveway and parking areas, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, and any of its Members, its employees, agents, or contractors acting on its behalf. If generally available at reasonable cost, the liability policy shall have at least a One Million Dollars (\$1,000,000) combined single limit per occurrence and in the aggregate. Premiums for all insurance shall be Common Expenses included in the Base Assessment. The policies may contain reasonable deductibles which shall be disregarded in determining whether the insurance meets the coverage requirements. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as premiums for the applicable insurance. However, if the Board reasonably determines, after notice and an opportunity to be heard under the Bylaws, that the loss resulted from negligence or willful misconduct of one or more Owners, the Board may assess the full amount of such deductible against such Owners and their Lots under Section 6.

All insurance coverage obtained by the Board on behalf of the Association shall:

- (a) Be written with a company authorized to do business in Washington;
- (b) Be written in the name of the Association as trustee for the benefited parties. Policies on the Common Areas shall be for the benefit of the Association and its Members.
- (c) Vest in the Board exclusive authority to adjust losses provided that a Mortgagee having an interest in such losses may participate in any settlement negotiations;
- (d) Provide that it will not be brought into contribution with insurance purchased by individual Owners, occupants or their Mortgagees;

(e) If for property insurance, have inflation guard endorsements, if reasonably available, and if containing a co-insurance clause, in an agreed amount endorsement, if reasonably available; and,

(f) Provide for a certificate of insurance to be furnished to the Association. A copy of such certificate shall be provided by the Association to any Member upon request.

The Association shall arrange for an annual review of the insurance coverage by one or more qualified persons.

The Board shall use reasonable efforts to secure insurance policies that provide endorsements:

(i) Waiving subrogation as to any claims against the Association's Board, officers, employees, and manager, the Owners and occupants of Lots and their respective employees, servants, agents and guests;

(ii) Providing that the policy may not be cancelled, invalidated, suspended, or subjected to non-renewal on account of any one or more individual Owners;

(iii) Excluding individual Owners' policies from consideration under any "other insurance" clause; and,

(iv) Providing that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

The Board also shall obtain, as a Common Expense, employer's liability insurance, if and to the extent required by law, and such other insurance as it deems necessary or advisable.

11.2 Owners Insurance. By taking title to a Lot subject to this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any Lot and covenants and agrees with all other Owners and with the Association that it will be solely responsible for any property insurance for its Lot and structures constructed thereon and for any liability policy covering damage or injury occurring on a Lot.

11.3 Damage and Destruction.

(a) Immediately after damage to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board or its agent shall file all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used

in this Section, means repairing or restoring the property to substantially the condition existing prior to the damage, with any changes needed to comply with applicable codes.

(b) Any damage to the Common Areas shall be repaired or reconstructed unless the Owners holding at least 75% of the total Class "A" votes in the Association, and the Class "B" Member, if any, decide within sixty (60) days after the loss either (i) not to repair or reconstruct or (ii) to construct alternative improvements.

If either the insurance proceeds or reliable, detailed estimates of the cost of repair or reconstruction are not available to the Association within the sixty (60) day period, then the period may be extended for not more than sixty (60) additional days.

11.4 Disbursement of Proceeds. Any insurance proceeds remaining after paying for repair or reconstruction or, if no repair or reconstruction is made, after settlement as is necessary and appropriate, shall be retained by the Association and placed in a capital improvements account.

11.5 Repair and Reconstruction. If insurance proceeds are insufficient to pay for repairing or reconstructing the damage to the Common Areas, the Board may, during and following the completion of any repair or reconstruction and without membership approval, levy Special Assessments to pay for such repair or reconstruction against the Owners on a pro rata basis.

12. CONDEMNATION OF COMMON AREAS

12.1 Owner's Rights. Whenever any part of the Common Areas shall be taken or conveyed under threat of condemnation by any authority having the power of eminent domain, each Owner shall be entitled to notice thereof. The Board may convey Common Areas under threat of condemnation only if approved in writing by Owners holding at least 75% of the total votes in the Association.

12.2 Award Distribution. The award made for such taking or conveyance shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Areas on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Areas to the extent practicable, unless within sixty (60) days after such taking Declarant, so long as Declarant owns any property described in Exhibit "A", and Owners holding at least 75% of the total votes of the Association otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions in Section 10 regarding the disbursement of funds for the repair of casualty damage shall apply.

13. ARCHITECTURAL REVIEW

13.1 Improvements Subject to Review. No improvements (including staking, clearing, excavating, grading and other site work) or exterior alteration of existing improvements on any Lot shall take place except in compliance with this Section and with the approval of the Architectural Committee (as defined below) except:

- (a) improvements to the interior of structures, if not visible from Common Areas, public roads or nearby Lots;
- (b) installation of underground utilities and similar improvements within easements previously established for that purpose; and,
- (c) actions taken by the Declarant to develop any part of the Property.

Except as limited above, an owner may remodel or redecorate the interior of buildings in any manner desired, or rebuild structures in accordance with originally approved plans and specifications, without approval under this Section.

13.2 Architectural Committee. Review of applications for construction and modifications under this Section shall be handled by a committee of not less than two (2) persons appointed by the Board of Directors. Committee members need not be Owners or representatives of Owners and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established by the Board. The Board may establish reasonable fees for review of applications and require them to be paid prior to review.

13.3 Purpose. The purpose of the Architectural Committee shall be to ensure that all improvements, construction, and modifications conform to the requirements of this Declaration.

13.4 Time Limit for Review and Automatic Approval. If the Architectural Committee fails to approve or to disapprove any application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval whether expressly granted or implied, shall be inconsistent with this Declaration.

13.5 No Waiver of Future Approvals. The approval of any proposals, plans specifications, drawings or other matters in any one instance shall not be deemed a waiver of any right to withhold subsequent approval of any similar proposals, plans, specifications, drawings or matters.

13.6 Limitation of Liability. The Architectural Committee shall not be responsible for the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither Declarant, the Association, the Board, nor any committee, nor member of any of them, shall be

liable for any injury, damage, or loss arising out of the manner or quality of approved construction or modifications.

13.7 Failure to Submit Plans: Nonconformity. Any construction, alteration, or other work done in violation of this Section shall be deemed nonconforming. On written request from the Board or Declarant, Owners shall, at their own expense, cure such nonconformance to the satisfaction of the requester or restore the land to substantially the same condition as existed prior to the nonconforming work. If an Owner fails to so cure or restore, the Board, Declarant, or their designees may do so at the Owner's expense and assess the cost against the benefited Lot as a Specific Assessment under Section 6.

14. GENERAL PROVISIONS

14.1 Term. This Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Declarant, the Association and the Owners, their respective representatives, heirs, successors and assigns, perpetually, to the extent allowed by law.

14.2 Amendment. Unless otherwise indicated, all references to documents also include such amendments made thereto from time to time.

(a) **By Declarant.** Until termination of the Class "B" membership, Declarant may unilaterally amend this Declaration if such amendment is necessary to: (i) bring any provision into compliance with any applicable government statute or regulation or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) enable any institution or government agency to make or purchase mortgage loans on the Lots; (iv) enable any government agency or reputable private insurance company to insure or guarantee mortgage loans on the Lots; or, (v) otherwise satisfy the requirements of any governmental agency or governmental regulations. However, any such amendment shall not adversely affect the title to any Lot without written consent of its Owner. So long as Declarant owns property described in Exhibit "A" as part of the Properties, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect on any substantive right of any Owner and does not adversely affect the title to any Lot without written consent of its Owner.

(b) **By Owners.** This Declaration may also be amended by the affirmative vote or written consent, or any combination thereof, of Owners holding at least 75% of the total Class "A" votes in the Association with written consent of Declarant.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Amendments must be recorded in the public records of Thurston County, Washington.

No amendment may remove, revoke, or modify any right or privilege of Declarant without written consent of Declarant.

14.3 Severability. Invalidation of any provision or application of a provision of this Declaration by any court shall not affect any other provisions or applications.

14.4 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by Owners holding at least 75% of the total votes in the Association, except for actions brought by the Association to: (a) enforce this Declaration; (b) impose and collect assessments under Section 6; (c) challenge tax assessments and other matters relating to taxes for which the Association may be liable; and, (d) counterclaims by the Association in proceedings instituted against it.

14.5 Use of Words "Schmidt Park". No Person shall use the words "Schmidt Park", or the logo of Schmidt Park, or any derivative thereof in any printed or promotional material without prior written consent of the Association. However, Owners may use the words "Schmidt Park", and the logo thereof, in printed or promotional matter where such words are used solely to specify their particular property is located within "Schmidt Park".


14.6 Notice of Sale or Transfer of Title. Any Owner selling or otherwise transferring title to a Lot shall give the Board at least seven (7) days' prior written notice of the name and address of the transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Each transferee of a Lot shall, within seven (7) days of taking title to a Lot, confirm that the information previously provided by the transferor is complete and accurate.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 27 day of April, 2012.

Declarant: I-5 Mini Storage, LLC



By: **Wayne Schmidt**
Its: Member

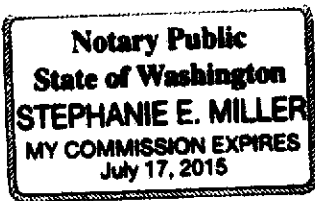


By: **Sean Parker**
Its: Member

STATE OF WASHINGTON)
) ss.
 County of Thurston)

I certify that I know or have satisfactory evidence that **Wayne Schmidt** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of **I-5 Mini Storage, LLC**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 4/27/12

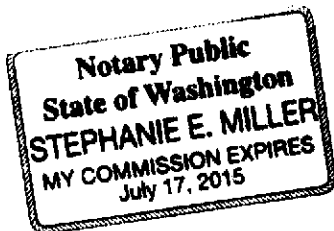


Stephanie Miller
 Notary Public in and for the State of Washington
 Residing at Olympia
 My commission expires 7/17/2015

STATE OF WASHINGTON)
) ss.
 County of Thurston)

I certify that I know or have satisfactory evidence that **Sean Parker** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of **I-5 Mini Storage, LLC**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 4/27/12



Stephanie Miller
 Notary Public in and for the State of Washington
 Residing at Olympia
 My commission expires 7/17/2015

Exhibit A

Legal Description

THE SOUTH HALF OF LOT 2 AND ALL OF LOT 3 IN BLOCK 5, OF AMERICAN HOME
FRUIT TRACTS, DIVISION 2, AS RECORDED IN VOLUME 8 OF PLATS, PAGE 72.

IN THURSTON COUNTY, WASHINGTON