

**Nisqually Pines Bylaws**  
as revised 2014

**Nisqually Pines Community Club**

8903 Pepperidge Lane SE

Yelm, WA 98597

(360) 458-7370

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## ARTICLE I GENERAL PROVISIONS

**1. Name** The name of this association is Nisqually Pines Community Club, which may for convenience be referred to herein as "The Pines."

**2. Jurisdiction** This association has jurisdiction over all land within the Nisqually Pines development, legally described as: Nisqually Pines, Division Nos. 1-5, according to plats thereof recorded in volume 16 of Plats, pages 39-A, 52, 53, 54 and 84; and volume 17 of Plats, pages 3, 4, 5, 6 and 90; as well as all activities therein related to the purpose of the association.

**3. Purpose** The purpose of this association is to promote the community welfare of the members and their families to make The Pines a better place in which to live and enjoy life, for the benefit of members and their families.

**4. Authorities** This association is subject to the recorded Declarations of Protective Restrictions and Declarations of Charges, Assessments and Liens for Nisqually Pines divisions; its Articles of Incorporation; these bylaws; other association governing documents and rules and regulations of the association; RCW ch. 24.03, the Nonprofit Corporation Act, or its successor; RCW ch. 64.38, the Homeowners' Association Act, or its successor; and the laws of the State of Washington and of the United States.

### **5. Definitions**

**a. Pursuant to law:** a subject covered by a specific State law, and The Pines will follow that law, even if the State changes it in some way.

**b. Absentee ballot:** ballots given to another member to take to the meeting and submit as any other ballot.

**c. Member:** an individual or entity having membership rights in Nisqually Pines Community Club. These bylaws define a member as a recorded owner of lot(s) in The Pines as per Thurston County Records.

**d. Acquiescence:** (acquiesce) to accept or agree to something.

**e. Indemnify:** to protect against possible damage or loss, especially a promise of payment, or the money paid if there is such damage or loss.

**f. Sever ability:** (sever) to break or separate. In this case, to separate and allow the remaining parts to remain in force.

**g. Construction:** (interpret) to understand the meaning, especially of other people's actions and statements, in a particular way.

## ARTICLE II MEMBERSHIP

**1. General.** The authority of the Nisqually Pines Community Club rests with its members. The members elect directors to the board of directors, approve or disapprove the annual budget and further financial proposals, and vote on initiatives or referendum. The members are responsible for complying with all association requirements, including paying in a timely manner all assessments due to the association.

Each member in good standing has the right to use The Pines' property and facilities, and to permit guests, family members and tenants to do so as well, pursuant to The Pines' reasonable rules and regulations. Each member is personally responsible for the actions of himself or herself, and all such others, as they relate to the facilities and operations of the association, governing documents, and other association rules and regulations, and other requirements. Each member also has all of the rights and responsibilities conferred by The Pines governing documents and other rules and regulations, as well as state law.

**2. Voting Rights.** Voting rights are determined by the ownership of a lot. The record owners of a lot are entitled to one vote no matter how many lots they own. Multiple owners of any lot shall designate who shall cast a vote for the ownership.

**3. Members In Good Standing** Members in good standing are those with no current substantial property covenant or other rule violations, and who are no more than 60 days delinquent in the payment of any amount due to the association.

**4. Membership Meetings.**

**a. General Membership Meetings.** There shall be two general membership meetings of the association per year at dates and times to be fixed by the board of directors.

**b. Special Membership Meetings.** Special meetings of the membership may be called by the president of the board of directors, a majority of the board of directors, or by members having ten percent of the total votes of the association.

**c. Notice.** Notice of all membership meetings shall be hand delivered or sent by prepaid, first class United States mail to each member. Notice shall be given not less than 14 days, and not more than 50 days prior to the meeting. The notice shall state the time and place of the meeting, and the business placed on the agenda.

**d. Place.** Membership meetings shall be held at a place in the vicinity of The Pines, as directed by the board of directors.

**e. Agenda.** The notice of any membership meeting shall include the agenda for the meeting, as set by the board of directors. Matters to be determined at membership meetings may include elections, approval of the annual budget and/or other financial proposals, and discussions. At the general membership meetings, the officers and committee chairpersons shall provide summary reports of operations of the preceding year, and plans for the upcoming year, as well as any available long-range plans. The agenda may also include referenda, which are issues submitted to the general membership by the board of directors; and initiatives, which are issues submitted by the signatures of members in good standing representing ten percent of the total votes of the association. In order to be fair to members unable to attend, neither the agenda nor any items on it may be modified or amended during the course of the meeting, and all items to be voted on shall be considered as presented without amendment or modification.

**f. Quorum.** A quorum for the transaction of business at any general membership meeting shall be 10% of the total number of votes of members in good standing, voting either in person, by mail-in ballot, or by absentee ballot.

**g. Ballots.** A member's vote may be cast in person, by mail, or by proxy. The board shall adopt procedures for voting and counting votes that is fair and reasonable, and protects the integrity of the voting process and the privacy of individual votes.

**h. Majority.** Actions of the membership shall be taken by a majority vote of the members in good standing who cast ballots, except as otherwise provided by law or The Pines governing documents.

**i. Procedures.** The board of directors shall establish procedures for initiative, referenda and membership meetings that are reasonable and fair, including additional procedures to ensure the accuracy of voting as deemed appropriate.

### **ARTICLE III BOARD OF DIRECTORS POWER AND DUTIES**

**1. General.** The board of directors is responsible for acting in all instances on behalf of the association, except where otherwise expressly provided. It conducts, manages, and controls the affairs and business of the association, and exercises ownership authority and control over all of the common properties of the association.

Members of the board of directors develop skills and insight into the work of the association through their service on the board of directors. Their responsibilities are to follow state laws and Nisqually Pines Community Club governing documents and rules and regulations in ways that, in their individual and collective judgments, best serve the purpose of the association, and are fair and reasonable.

**2. Communication.** The board shall keep the membership informed of current and prospective issues. The board shall define significant issues, take steps to educate and inform the membership about them, and listen to the members' responses. In communicating with the members, the use of open and advertised informal "town meetings" shall be employed. In evaluating the opinions of the members, the board shall take care to consider its duties to the purposes of the association, and to avoid allowing any one member to exercise a disproportionate role in the process.

**3. Rules and Regulations.** The board shall, when necessary and appropriate, develop rules and regulations to support the purposes of the association, and to provide procedures for operation.

### **ARTICLE IV BOARD OF DIRECTORS GENERAL**

**1. Number.** There shall be seven members of the board of directors.

**2. Qualification.** Any member in good standing who has been an owner in The Pines for at least one year is qualified to serve as a director.

**3. Terms of Office.** Each director shall serve a term of three years. In the first year of a three-year cycle, three director positions shall be open for election; in each of the second and third years of the three-year cycle, two director positions shall be open for election.

**4. Removal.** A director may be removed with or without cause by a majority vote of the membership at any membership meeting, upon proper submission of a member initiative or board referendum. A director may also be removed by resignation, disqualification, or dismissal. A director shall become disqualified if he or she is no longer a member, or a member in good standing. Directors missing three consecutive meetings without cause shall be dismissed by the board of directors.

**5. Vacancies.** If a director is removed by membership approval of an initiative or referendum, the membership shall elect a successor at the next membership meeting. If a director is removed by resignation, disqualification or dismissed, the board of directors shall appoint a successor within 30 days of acceptance of resignation, disqualification or dismissal. The appointee shall be confirmed by a vote of the members at the next membership meeting. The successor, in either case, shall fill the remainder of the unexpired term of the former director.

#### **6. Board Meetings.**

**a. Where and When.** The board of directors shall meet at the clubhouse of the association, unless otherwise necessary, at least monthly.

**b. Notice.** Notice of regular monthly meetings shall be given by posting a notice on the reader board at the entrance and The Pines website. Notice of other board meetings shall be given by the office staff to the directors at least 24 hours prior to the meeting, by personal communication, or if not possible, by message. Notice of such other board meetings shall also be given to the members at least 24 hours prior to the meeting, by posting notice on the reader board at the entrance and The Pines official website.

**c. Agenda.** Agendas for board meetings shall be posted at least 24 hours prior to the meeting. In order to be fair to members unable to attend, neither the agenda nor any items on it may be modified or amended once posted,

**d. Quorum.** A quorum of the board of directors for the transaction of business shall be a majority of the currently elected directors.

**e. Majority.** A majority vote of the directors at a meeting at which a quorum is present is sufficient to transact the business of the board of directors.

#### **7. Functions**

**a. Procedures.** The board of directors shall develop procedures for operation that are fair and reasonable.

**b. Delegation of Powers.** The board of directors may delegate such powers with respect to management of the association, as it deems appropriate, subject to state law and the governing documents and rules and regulations of the association.

**c. Budget.** Not later than thirty days after adoption by the board of directors of any proposed annual or special budget, the board of directors shall set a date for a meeting of the members to consider ratification of the budget. This meeting shall be the last general membership meeting, prior to the beginning of the next fiscal year. Acceptance by the membership of the proposed budget shall be as specified by law and these bylaws.

#### **d. Changes to the Budget.**

- (1) Any changes to the annual budget that affect the grand total shall require membership approval.

(2) Transfers within budget categories may be made by the board of directors.

**e. Debt.** The board shall not incur debt on behalf of the association unless approved by the members. The membership shall approve all expenditures from the Long Range/Capital Improvement fund.

## **ARTICLE V OFFICERS**

**1. Election.** After the general membership meeting, at which directors are elected, the board of directors shall elect its president, vice-president, secretary, and treasurer from among the directors. Two or more offices may be combined in one person, except the offices of president and secretary. In the event of an officer vacancy, the board of directors will elect another board director to fill the vacant office.

**a. Removal of officer:** Any elected officer may be removed by a majority vote of the board of directors.

**b. Resignation of officer:** Any officer who resigns their office shall retain their directorship.

**2. President.** The president shall preside at all meetings of the directors and members, shall sign as president on all agreements, contracts and instruments authorized by the board of directors, and shall be its chief executive officer. A director may not serve as president until he/she has served on the board of directors for at least one year in the past.

**3. Vice President.** The vice president shall assume the duties of the president or secretary in their absence as determined by the board.

**4. Secretary.** The secretary shall be generally responsible for all meeting notices and the minutes of all meetings of the membership and of the board of directors, and shall have charge of all of the association books, records, and papers.

**5. Treasurer.** The treasurer shall be generally responsible for keeping safely all money and financial accounts of the association, and for preparing and keeping a complete accounting of the financial records of the association for presentation to the members at the annual membership meeting, and at all other times as required.

**6. Amendments to Association Documents.** The president and secretary shall together be responsible for preparing, executing, certifying and recording association governing documents, association rules and regulations, and amendments thereto.

**7. Employees and Agents.** The board of directors may appoint, engage and/or employ, pursuant to its direction, employees, agents and volunteers.

## **ARTICLE VI**

## COMMITTEES

**1. General.** The Board of Directors may form committees at any time for the purposes as it may deem necessary. At least one director shall be a contact for each committee. The Board of Directors shall adopt a resolution establishing each such committee, addressing its makeup, authority and operation procedures. The Board of Directors may delegate, pursuant to law, its authority to take action to any committee that is composed entirely of Directors. The actions of any committee shall be subject to the ratification or disapproval of the Board of Directors. All committees shall take minutes of their meetings, and keep their minutes and other documents in the association offices.

**2. Adjudication Committee.** The board of directors shall appoint a director to serve as a contact with the Adjudication Committee. There shall be at least three Adjudication Committee members. The Adjudication Committee is responsible for resolving claims that a member has violated a term of the governing documents of The Pines, including covenants, Articles of Incorporation, bylaws, and other rules and regulations. A member is eligible to be on the Adjudication committee if he or she has lived in the Pines for at least a year and is a member in good standing. A tenant is eligible if he or she has lived in the Pines for at least one year and has been given written authorization by property owner. A prospective member can not be an immediate family member of a board member or an employee of The Pines and must submit to a background check.

The Adjudication Committee will perform its duties pursuant to procedures as developed by the board of directors. Such procedures shall include provisions for appeal to the board of directors of any determinations made by the Adjudication Committee. All final decisions of the Adjudication Committee shall be subject to the ratification or disapproval of the board of directors.

**3. Finance Committee.** The board of directors shall appoint a director to serve as a contact with the Finance Committee. There shall be at least three Finance Committee members (excluding current board members). The Finance Committee is responsible for development of the preliminary budget, Long Range Plan and periodic reviews of The Pines finances. A member is eligible to be on the Finance Committee if he or she is a member in good standing. The Finance Committee will perform its duties pursuant to procedures as developed by the board of directors.

## ARTICLE VII CODE OF ETHICS

**1. Standard of Care.** The directors, officers, committee members, agents, employees, volunteers and all others performing services for or on behalf of the association shall do so in a manner they believe to be in the best interest of the association, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances.

**2. Open Meetings.** All meetings of the board of directors and its committees shall be open for observation by all members and their authorized agents, except as otherwise pursuant to law.

**3. Open Records.** Except as otherwise specified by law, the minutes of all the meetings, and all other records of the association, shall be available for examination by all members and the holders of any mortgages on any lots and their authorized agents, on reasonable notice, and upon payment of reasonable costs incurred to provide the same.

**4. Compensation.** No director, officer, committee member or volunteer shall be compensated for work performed as such. Reasonable expense reimbursement is not considered compensation.

**5. Board Members.** Employees, their spouses or their immediate family members may not serve on the board of directors. Nor may spouses or immediate family members serve on the board of directors at the same time.

**6. Conflict of Interest.** No member of the board of directors, or of any board committee, shall participate in any vote on any subject in which he or she has a specific personal, professional, financial, or other conflict of interest. He or she may, however, participate in discussions regarding the same.

**7. Loans.** The association shall make no loans to its directors, officers, employees, or members.

**8. Audit.** The board shall cause to be prepared an audit of any or all of the financial accounts or affairs of the association at any time, and to what extent, it deems appropriate. In addition, at least annually, the board shall cause to be prepared a financial statement of the association. Such financial statements shall be audited as provided by law.

**9. Accounts.** The funds of the association shall be kept in accounts in its name, and shall not be commingled with the funds of any other association, the president of the association, or any other person responsible for custody of such funds.



## ARTICLE VIII ASSESSMENTS

**1. General.** Each member, by accepting an ownership interest in any lot within the development, agrees to pay all assessments as provided herein or otherwise by law. Each assessment shall be a personal obligation of each member, and shall constitute a charge against his or her respective lot. Assessments collected shall serve the purpose of meeting capital, operating and other expenses to operate The Pines.

**2. Assessment.** The following are included in the meaning of "assessments:"

**a. General Annual Assessment.** The association may impose a general annual assessment on each lot within the development, at a uniform rate per lot, which assessment shall be set by the board of directors. The board shall not adjust the general annual assessment from the previous year without approval of the membership pursuant to law.

**b. Special Assessments.** Special assessments for particular expenses may be imposed by a vote of the general membership, pursuant to law.

**c. Additional Assessments.** The following charges may also be imposed, and are for the purposes of the bylaws also considered assessments:

**(1) Service Fees.** The board of directors may, in its discretion, impose direct fees for services.

**(2) Fines.** The board of directors may adopt a system for the imposition of fines for violation of association governing documents or rules and regulations, which may be imposed after notice and an opportunity to be heard by the board or its designated representative, pursuant to law.

**(3) Late Fees and Interest.** The association may add reasonable late fees as well as interest of not more than 12% per annum, compounded annually, to any delinquent assessment account. Interest applies to all assessment amounts as defined herein.

**(4) Expenses.** If the board of directors is required to expend any funds, with or without litigation, in pursuit of the collection of any assessments, the correction of any violation of association governing documents or rules and regulations, or with regard to any dispute concerning its actions and/or powers; all expenses, to include attorney, expert, title report and surveyor fees; lot condition remediation costs; and all costs of litigation, including court and discovery expenses; and any and all other amounts reasonably expended in the process of collection, dispute resolution or correction; shall be paid by the member responsible.

### **3. Charges and Assessments.**

**a.** The authority to impose charges, assessments and liens against lots has been granted to the Association in a Declaration of Charges, Assessments and Liens filed for each division in The Pines, recorded in the office of the County Auditor of Thurston County, Washington. All such charges and assessments are included within the term "assessment" within the bylaws.

**b.** Each owner of a lot, whether by acceptance of a deed or by the signing of a contract or agreement to purchase, binds himself or herself and his or her successors, to pay all such assessments.

c. The time and manner of paying general annual and special assessments shall be specified by vote of the membership. The president or secretary of The Pines shall mail or deliver to the owner of each lot written notice of such assessments. Notices will be mailed or delivered to the owners' last known address at least one week prior to the due date and will include an explanation of the time and manner of payment.

d. General annual assessments and water service fees shall be ratified by membership vote on the annual budget.

**4. Water Service Termination.** All members who are more than 60 days delinquent in payment of assessments are subject to having their water service terminated. Service will be restored only upon receipt of all delinquent assessments and reconnect fee, or upon approval by the board of directors of an agreement for repayment of the same.

**5. Foreclosure Proceedings.** All liens herein provided for shall be enforceable by foreclosure proceedings, provided however, that by the acceptance of a deed for any lot or by the signing of a contract or agreement to purchase same, whether from the present or subsequent owner or purchasers thereof, such purchaser or owner shall thereby waive all rights of redemption and of homestead in such lot with respect to the foreclosure of such liens. No proceeding for foreclosure of any such lien or liens shall be commenced except upon the expiration of 30 days from and after the date the assessment giving rise to such lien or liens become due and payable. Deficiency or personal judgments are also authorized.

## ARTICLE IX GOVERNANCE

**1. Binding Rules.** The rules of the association are binding on all members. The acceptance of an interest in title constitutes an agreement that the association governing documents and rules and regulations, as they exist now and may be lawfully amended in the future, are accepted by the member, for himself or herself as well as for all family members, guests and tenants.

**2. Construction.** Where any terms of the governing documents or rules and regulations are unclear, the association shall have the right, power and authority to interpret the same by providing a meaning that is reasonable and fair, and advances the purpose of the association and the collective interest of the members.

**3. Member Responsibilities and Violations of Rules.** In addition to collection of assessments, it may from time to time be necessary for legal action to be brought in order to correct violations of the association rules. Such actions may be brought by the association itself, or, where the rule violated is a recorded restrictive covenant, or equitable restriction, by individual members. A corrective action may be brought by law or in equity, and may request relief in the form of injunction, remediation, foreclosure, damages and/or collection of assessments as defined at Article VIII above, or any other relief authorized by law or in equity.

A member is responsible for the condition and uses of his or her lot. This means, among other things, that if a member buys a lot that has conditions or uses associated with it that

constitute violations of The Pines covenants and/or rules, he or she is responsible for correction of such violations in all ways as if he or she were the owner at the time of the violations.

One of The Pines rules is that members are responsible for ensuring that their lot conditions, and actions of themselves and their family members and guests, also comply with federal, state and local requirements, including but not limited to Thurston County zoning, planning, and health department requirements. The Pines does not have the ability to pay for extensive permitting and enforcement processes, nor does it want to assess its members to pay for these. Instead, The Pines adopts federal, state and local rules to make sure that members comply with those rules, and if members do not, the failures to comply are therefore violations of The Pines rules, including this Bylaw.

**4. Limitation on Actions Against the Board of Directors.** No legal action may be brought against the board of directors, its officers, employees, and agents, committee members and/or volunteers, for failure to enforce any provisions of the governing documents or rules and regulations under any circumstances; or for mistakes made in good faith regarding the approval or failure to approve building or other lot improvement plans.

**5. Acquiescence.** Each member is conclusively deemed to acquiesce to any board action by payment of assessments, by the use of The Pines facilities, or by other acceptance of any benefit of membership, after actual or constructive notice of any such action. Constructive notice includes notice of such actions by mail to the member, including the association newsletter.

**6. Application of Bylaws.** The provisions of these Bylaws shall apply to all circumstances existing at the time of their adoption, except when to do so would substantially impair an existing vested right or interest. If such circumstances exist, the application of the provisions of these Bylaws shall be shaped to effectuate their purposes to the greatest degree possible while at the same time interfering with such rights only to the extent reasonably necessary to do so.

**7. Indemnification.** The association may indemnify current or former directors or officers, or any other persons, pursuant to law.

**8. Severability.** If any provision of these bylaws is deemed illegal or without effect, the remaining provisions shall not be affected.

**9. Non-Waiver.** Failure of the association to enforce any association covenant, Article of Incorporation, bylaw, or any other rule or regulation against any member shall not operate (1) to waive the right of the association to enforce at any time the same rule or any other rule against the same or any other member; (2) to acquiesce in the future non-enforcement of the same or any other rule; or (3) as the abandonment of the right to enforce the same or any other rule; or (4) to constitute any other defense to enforcement in any particular case. No member may rely on any such failure to enforce for any purpose.

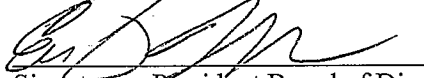
**10. Amendments.** Amendments to these Bylaws may be submitted to the membership by the Board of Directors, or by a petition of the members in good standing to the Board of

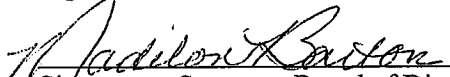
Directors representing ten percent of the total votes of the association. These bylaws may be amended by the majority vote of the members in good standing voting at a meeting with a quorum. The effective date of each amendment shall be as specified therein.

**ARTICLE X  
CERTIFICATION OF AMENDMENT**

- Certification.** We, the president and secretary of the Nisqually Pines Community Club, certify that the above stated bylaws were properly adopted according to all requirements as an amendment to the bylaws of the Nisqually Pines Community Club.
- Effective date.** The effective date of these amended bylaws shall be and is the 1<sup>st</sup> day of October, 2014. All provisions of these amendments shall apply to all members and circumstances subject hereto immediately upon said day, except as otherwise prohibited by law.

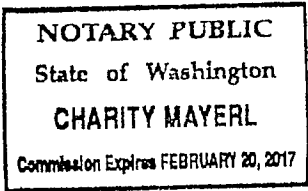
By our signatures, we so certify.

	<u>ERIC WEAVER</u>	<u>10/13/14</u>
Signature – President Board of Directors	Typed Name	Date

	<u>MADÉLON BARTON</u>	<u>10/08/14</u>
Signature – Secretary Board of Directors	Typed Name	Date

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

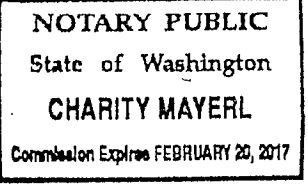
On this 15 day of Oct, 2014, personally appeared before me ERIC WEAVER, personally known to me, provided to me on the basis of satisfactory evident to be the president of Nisqually Pines Community Club, the corporation that executed the foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of the said corporation, for the uses and purposes therein mentioned, and oath stated that he is authorized to execute said document.  
WITNESS my hand and official seal affixed the day and year above written.



Charity Mayerl  
PRINT NAME Charity Mayerl  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, residing at Thurston Co.  
My commission expires Feb 20, 2017

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

On this 8th day of Oct., 2014, personally appeared before me MADÉLON BARTON, personally known to me, provided to me on the basis of satisfactory evident to be the president of Nisqually Pines Community Club, the corporation that executed the foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of the said corporation, for the uses and purposes therein mentioned, and oath stated that he is authorized to execute said document.  
WITNESS my hand and official seal affixed the day and year above written.



Charity Mayerl  
PRINT NAME Charity Mayerl  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, residing at Thurston  
My commission expires Feb 20, 2017

**RETURN ADDRESS:**

Robert D. Wilson-Hoss  
Hoss and Wilson-Hoss  
236 West Birch  
Shelton, Washington 98584

**Document Title(s) (Or transactions contained therein):**

1. Nisqually Pines Community Club Bylaws as Revised 2014
- 2.
- 3.
- 4.

**Grantor(s) (Last name first, then first name and initials):**

1. Nisqually Pines Community Club
- 2.
- 3.
- 4.
5.  Additional Names on Page \_\_\_\_ of Document.

**Grantee(s) (Last name first, then first name and initials):**

1. Public
- 2.
- 3.
- 4.
5.  Additional Names on Page \_\_\_\_ of Document.

**Legal Description (Abbreviated: *I.e.*, lot, bloc, plat; or section, township range):**

Legal Description is on Page \_\_\_\_ of Document.

**Reference Number(s) (Of documents assigned or released):**

Additional Reference Numbers on Page \_\_\_\_ of Document

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

4418045

Pages: 14

11/20/2014 08:47 AM Miscellaneous  
Thurston County Washington  
ROBERT D WILSON-HOSS

