

RESOLUTIONS ADOPTED BY WRITTEN CONSENT
OF THE ASSOCIATION MEMBERS OF
I-5 COMMERCE LOT OWNERS' ASSOCIATION

KAUFMAN REAL ESTATE, LLC, a Washington limited liability company (the “**Member**”), being the sole Member, Owner, and Declarant of I-5 COMMERCE LOT OWNERS’ ASSOCIATION, a Washington nonprofit corporation (the “**Association**”), hereby with this instrument, in lieu of a meeting of the Members of the Association, consents to, approves, and ratifies the following actions and adoption of the following resolutions. Any capitalized term not defined herein shall be given the meaning ascribed to it in that certain Declaration of Covenants, Conditions and Restrictions of I-5 Commerce, dated July 27, 2022 (the “**CC&Rs**”). The Member hereby waives any notice rights to terminate the Association and the CC&Rs whether set forth in the CC&Rs or provided by applicable law.

WHEREAS, the Member has determined it is in the best interest of the Association to dissolve and terminate the CC&Rs; and

WHEREAS, pursuant to Section 13.2 of the CC&Rs, amendment, revocation, and modification require at least sixty-seven percent (67%) of the total Class A votes in the Association, and written consent of Declarant, which is attached hereto in **Exhibit A**, and hereby incorporated by reference; and

WHEREAS, the Member desires to formally consent to, approve, and ratify the dissolution of the Association and termination of the CC&Rs (collectively, the “**Transaction**”) and as further set forth in any applicable agreement or document to terminate the CC&Rs (the “**Termination Agreement**”) or dissolve the Association (the “**Articles of Dissolution**”).

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Transaction is hereby approved and ratified.

IT IS FURTHER RESOLVED, that THERESA WALL, President of the Member, is hereby authorized and directed to consummate the Transaction on behalf of the Association, including without limitation, the authority to execute the Termination Agreement, Articles of Dissolution, or other document on behalf of the Association to complete the Transaction, and to take such other actions and to execute and deliver all such other documents and instruments as may be necessary, advisable, convenient, or appropriate in order to carry out the intent and purpose of consummating the Transaction and to cause the performance of the Association’s obligations thereunder.

IT IS FURTHER RESOLVED, that all documents, agreements, and instruments previously executed and delivered, and any and all actions previously taken by any Member, Member of the Board of the Association, or agent of the Association in connection with or related to the matters set forth in, or reasonably contemplated or implied by, the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed, and approved in all respects and for all purposes as the acts and deeds of the Association.

IN WITNESS WHEREOF, the undersigned have signed this Written Consent as of the 27th day of September, 2024.

KAUFMAN REAL ESTATE, LLC
a Washington limited liability company

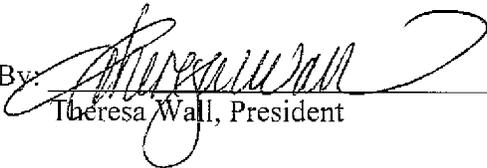
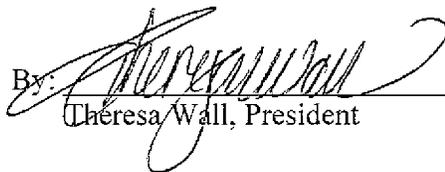
By:  _____
Theresa Wall, President

EXHIBIT A
WRITTEN CONSENT OF DECLARANT

KAUFMAN REAL ESTATE, LLC, a Washington limited liability company, as Declarant under that certain Declaration of Covenants, Conditions and Restrictions of I-5 Commerce, dated July 27, 2022 (the “**CC&Rs**”), hereby consents to the foregoing Written Consent, and authorizes the dissolution of I-5 COMMERCE LOT OWNERS’ ASSOCIATION, a Washington nonprofit corporation (the “**Association**”) and termination of the CC&Rs.

KAUFMAN REAL ESTATE, LLC
a Washington limited liability company

By: 
Theresa Wall, President

AFTER RECORDING RETURN TO:

The Confederated Tribes of the Chehalis Reservation
Office of Tribal Attorney
Attn: Harold Chesnin
420 Howanut Road
Oakville, WA 98568

TERMINATION OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

| | |
|--|---|
| Declarant | KAUFMAN REAL ESTATE, LLC, a Washington limited liability company |
| Legal Description (abbreviated) | |
| Assessor's Tax Parcel Nos. | 55520000100, 55520000200, 55520000300, 55520000400, 55520000500, 55520000600, 55520000700, 55520000800, 55520000900, 55520001000, 55520001100, 55520001200; 55520000001, 55520000002, 55520000003, 55520000004. |
| Reference Nos. of Related Documents | 4952603 |

THIS TERMINATION OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "**Termination**") is made on September 30, 2024 (the "**Effective Date**"), by KAUFMAN REAL ESTATE, LLC, a Washington limited liability company ("**Declarant**"). Any term not defined in this Termination shall have the meaning ascribed to it in the Declaration (as defined below).

RECITALS

WHEREAS, Declarant caused that certain instrument entitled DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR I-5 COMMERCE, dated July 27, 2022, to be recorded under recording number 4952603 on September 27, 2022 (the "**Declaration**"); and

WHEREAS, the Declaration imposed covenants running with the land on that certain property described in Exhibit A (the “Property”), attached hereto and hereby incorporated by reference; and

WHEREAS, Section 13.2 of the Declaration requires consent of the Owners of the Property and the Declarant to amend, remove, or revoke the Declaration; and

WHEREAS, Declarant has remained the sole Owner of the Property since recording the Declaration and desires to revoke, terminate, and release all rights and obligations stemming from the Declaration in entirety.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations in hand paid at the time of the execution hereof, the receipt of which is hereby acknowledged, and intending to be legally bound, Declarant hereby agrees as follows:

I. **Termination of Declaration.** Declarant hereby terminates the Declaration in its entirety. From and after the Effective Date, the Property shall no longer be burdened by the Declaration and the terms, conditions, and restrictions of the Declaration shall be null, void, and of no legal consequence whatsoever.

II. **Binding Effect.** The covenants contained in this Termination are not personal but shall run with the land and shall be binding upon and inure to the benefit of the fee simple title holder of the Property, and their respective heirs, personal representatives, transferees, successors, and/or assigns.

III. **Authority to Terminate.** Declarant hereby represents and warrants that it has been the sole owner of the Property since the Declaration was recorded, and has full authority to terminate the CC&Rs.

IV. **No Unpaid Charges or Encumbrances.** Declarant hereby represents and warrants that there are no unpaid charges or assessments levied by the Association or any third party or entity, and there are no leases encumbering the Property.

V. **Governing Law.** This Termination shall be governed by, and construed in accordance with, the laws of the State of Washington.

VI. **Severability.** If any term or condition of this Termination is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision included in the Termination, and this Termination shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Declarant has executed this Termination as of the Effective Date.

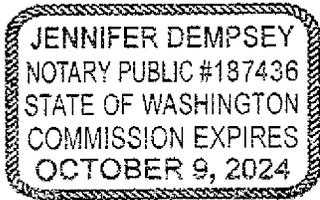
KAUFMAN REAL ESTATE, LLC
a Washington limited liability company

By: *Theresa Wall*
Theresa Wall, President

STATE OF WASHINGTON)
) ss.
COUNTY OF Thurston)

On this day personally appeared before me, THERESA WALL, to me known, or proved to me on the basis of satisfactory evidence, to be the PRESIDENT of KAUFMAN REAL ESTATE, LLC, a Washington limited liability company, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that she were authorized to execute said instrument on behalf of the limited liability company.

WITNESS my hand and official seal this 27th day of September, 2024.



Jennifer Dempsey
Print Name: Jennifer Dempsey
Notary Public in and for the State of
Washington. Residing at: Olympia
My Commission Expires: 10/9/2024

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Lots 1 through 12, inclusive and Tracts A, B, C and D, Plat of I-5 Commerce Place, according to the plat thereof recorded September 27, 2022 under Auditor's No. 4952603, records of Thurston County, Washington.

Situate in the City of Tumwater, County of Thurston, State of Washington.

Parcel No(s): 55520000100, 55520000200, 55520000300, 55520000400, 55520000500, 55520000600, 55520000700, 55520000800, 55520000900, 55520001000, 55520001100, 55520001200, 55520000001, 55520000002, 55520000003, and 55520000004.

Address: 9010 - 9253 Legacy Ct. SW, Olympia,



Office of the Secretary of State
 Corporations & Charities Division
 (360) 725 - 0377 | www.sos.wa.gov/corps
 801 Capitol Way S, Olympia, WA 98504-0234

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- Expedite Service \$50

ARTICLES OF DISSOLUTION
Washington Nonprofit Corporation

RCW 24.03

Please provide UBI # 605 183 630

Name of entity: (as currently recorded with the Office of the Secretary of State)
I-5 COMMERCE LOT OWNERS' ASSOCIATION

EFFECTIVE DATE: Please check ONE of the following:

- Date of filing Specify a Date _____ cannot be more than 90 days following received date

REVENUE CLEARANCE

- A Washington State Department of Revenue Clearance Certificate is attached.

ADOPTION STATEMENT

Articles of Dissolution were adopted by: (please check and complete one of the following)

- The dissolution was adopted by a meeting of members held: (Date) _____ A quorum was present at the meeting and the amendment received at least two-thirds of the votes which the members present or represented by proxy were entitled to cast.
- The dissolution was adopted by a consent in writing and signed by all members entitled to vote.

There were no members that have voting rights. The dissolution received a majority vote of the directors at a board meeting held: (Date) _____

DISSOLUTION ATTESTATIONS

By checking all three boxes below you are attesting that the statements are true.

- All debts, obligations, and liabilities of the corporations have been paid and discharged or that adequate provision has been made therefore. *Required*
- All of the remaining property and assets of the corporation have been transferred, conveyed or distributed in accordance with the provisions of this chapter. *Required*
- No suits are pending against the corporation in any court, or that adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against it in any pending suit. *Required*

RETURN ADDRESS FOR THIS FILING - REQUIRED:

Attention: Theresa Wall

Email: (optional) Theresa@kaufmancd.com

Country: USA

Address: 7908 Sweet Iron Ct.SE

Zip: 98501 City: Tumwater State: WA

AUTHORIZED PERSON:

This record is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.



Signature

Theresa Wall

Printed Name/Title

9/24/2024

Date
