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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by LOUIS SHEFFELS and ROBERT SHEFFELS, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Renton, County of King, State of Washington, which is more particularly described as:

TIFFANY PARK DIVISION #4, as recorded in Volume III of Plats, pages 47 through 48, records of King County, Washington.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and, which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner hereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to TIFFANY PARK HOMEOWNERS ASSOCIATION, INC., a Washington corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

RECORDED  
JUL 31 1979  
RECORDS & ELECTIONS  
KING COUNTY

JUL 31 1979

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Common Area" shall mean all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

TRACTS A and B of TIFFANY PARK DIVISION #4, as recorded in Volume 111 of Plats, pages 47 through 48, records of King County, Washington.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "Declarant" shall mean and refer to LOUIS SHEFFELS and ROBERT SHEFFELS, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

#### ARTICLE II

#### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend voting rights and right to use of the Common Area by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

JUL 31 1979

7907310846

7-31-79

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

#### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of

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either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On June 30, 1980.

#### ARTICLE IV

##### COVENANT FOR CAPITAL & MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the

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7-31-79

JUL 31 1979

first Lot to an Owner, the maximum annual assessment shall be Twelve dollars (\$12.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year after the calendar year 1979, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under

JUL 31 1979

7907310846

7-31-79

Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot

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be binding upon the Association as of the date of its issuance.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE V

GENERAL PROTECTIVE COVENANTS

Section 1. Residential Character of Property. The term "residential lot" as used herein, means all of the lots now or hereafter platted on the existing property. No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family dwelling for a single-family occupancy only, not to exceed two stories in height, with a

JUL 31 1979

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7-31-79

private garage or carport for not more than three (3) standard size passenger automobiles.

Section 2. Business and Commercial Use of Property Prohibited. No trade, craft, business, profession, commercial or activity of any kind shall be conducted or carried upon any residential lot, or within any building located on a residential lot, nor shall any goods, equipment, vehicles (including buses, trucks, and trailers of any description) or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, or any vehicles in excess of 6,000 pounds gross weight (including buses, trucks, and trailers of any description) regardless of the purposes for which such are used, be kept, parked, stored, dismantled or repaired outside of any residential lot or on any street within the property nor shall anything be done on any residential lot which may be or may become any annoyance or nuisance to the neighborhood.

No owner of any residential lot shall permit any vehicle owned by him or by any member of his family or by an acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street or lot within the existing property for a period in excess of forty-eight (48) hours.

Section 3. Residential Use of Temporary Structures Prohibited. No trailer, basement, tent shack, garage, barn or other outbuildings or any structure of a temporary character erected or placed on the property shall at any time be used as a residence temporarily or permanently.

Section 4. Architectural Control. No building, fence or wall shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the

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7-31-79

JUL 31 1979



architectural control committee as to quality of workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as follows:

Section 4(a). Architectural Control Committee. The architectural control committee is composed of three homeowners:

Mr. Charles L. Henderson  
17504 N.E. 33rd  
Redmond, WA 98052

Mr. Bradley Sutherland  
2841 Kent-Des Moines Road #428  
Kent, WA 98031

Mrs. Julie Carl  
11318 - 206th Ave. N.E.  
Redmond, WA 98052

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

Section 4(b). Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not

7907310846  
JUL 31 1979

be required and the related covenants shall be deemed to have been fully complied with.

Section 5. Dwelling Size and Location. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.

No buildings, exclusive of porches, roofs, overhangs and steps, shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat, or as required by the City of Renton ordinance. In any event, no building, exclusive of porches, roofs, overhangs and steps, shall be located on any lot nearer than 20 feet to the front property line, nearer than 10 feet to any side street line, or nearer than 5 feet to any interior lot line. No dwelling shall be located on any lot nearer than 15 feet to the rear lot line.

For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 6. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,200 square feet.

Section 7. Easements. There are hereby specifically reserved for the benefit of the Developer, any applicable utility company, the lot owners in common, and each lot owner severally, as their respective interests shall obtain,

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JUL 31 1979

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the easements, reciprocal negative easements, secondary easements, and right-of-way, as are specifically identified hereinafter.

(a) Utility Easements. On each lot an easement is reserved under, over and upon five (5) foot strips of land adjacent to front, rear and side boundary lines for utility installation and maintenance, including but not limited to, power, telephone, water, sewer, drainage, gas, etc., together with the right to enter upon the lots at all times for said purposes. Additional utility easements are reserved as shown on the recorded plat and others as required will also be regarded as necessary easements required by governmental subdivisions.

Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels or pipes in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

(b) Easement for Repair and Maintenance of Walls and Porches, Roofs, Overhangs and Steps Contiguous to Side Boundary Lines. There is specifically reserved, upon any adjoining lot which faces the exterior wall of a building across the common boundary between adjoining lots as the servient tenement, for the benefit of the adjoining lot on which such building is located, and the owner thereof as dominant tenement, an easement over,

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under, upon and through such servient tenement, at reasonable places, for the performance of such work during daylight hours as may be necessary or advisable in connection with the maintenance, repair, or restoration of the building and portions thereof, such as porches, roofs, overhangs and steps constructed on the dominant lot and an easement for ingress and egress to perform such work.

Section 8. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 9. Garbage and Refuse Disposal. No lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other material resulting from landscaping work shall not be dumped into public streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner. All incinerators or other equipment for the storage or disposal of trash, garbage or other work shall be kept in a clean and sanitary condition.

Section 10. Fences. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the building setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall.

Section 11. Animals. No animal, livestock or poultry of any kind shall be raised, bred, or kept on any lot,

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JUL 31 1979

except that cats, dogs, birds or other household pets may be kept if they are not kept, bred, or maintained for any commercial purpose, and that they shall not be kept in numbers or under conditions reasonably objectionable in a residential community.

Section 12. Outside Antennas. No outside television or radio antenna of any kind shall be placed on any lot or upon any structure without written consent of the Architectural Control Committee.

Section 13. Signs. No signs shall be erected or maintained on any residential lot in the tract, except that no more than one approved FOR SALE or FOR RENT sign placed by the owner or builder or by a licensed real estate broker, not exceeding eighteen (18) inches high and twenty-four (24) inches long, may be displayed on any lot.

Section 14. Date for Completion of Construction. Any dwelling or structure erected or placed on any residential lot shall be completed as to external appearance, including finished painting, within eight (8) months from date of commencement of construction. Any dwelling shall be connected to the public sewer system.

Section 15. Mortgages Protected. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any lot or lots, but title to any property obtained as a result of foreclosure shall thereafter be held subject to all of the provisions herein.

Section 16. Greenbelt Easement. A Greenbelt Easement and/or Slope Protection Easement is reserved as shown on the Composite Development Plan and Plat Map, Tiffany Park Division 4, over Lots 11 through 18, Lots 23 and 24 and Lots 30 through 32. Within these natural growth areas, no

7907310846  
JUL 31 1979

structure, clearing, grading or vehicular access or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels, except access shall be permitted for the purpose of installation and maintenance of screening, utilities and drainage facilities. The natural growth protection area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

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#### ARTICLE VI

##### GENERAL PROVISIONS

Section 1. Enforcement. Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, conditions, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year

period by an instrument signed by not less than ninety per-  
cent (90%) of the lot owners, and thereafter by an instru-  
ment signed by not less than seventy-five percent (75%) of  
the lot owners. Any Amendments shall take effect when they  
have been recorded with the Auditor of King County.

Section 4. Annexation. Additional residential property  
and Common Area may be annexed to the Properties with the  
consent of two-thirds (2/3) of each class of members; pro-  
vided that, the F.H.A. and the V.A. determine that the  
annexation is in accord with the general plan for staged  
development within Tiffany Park approved by them.

Section 5. FHA/VA Approval. As long as there is a  
Class B membership, the following actions will require the  
prior approval of the Federal Housing Administration or the  
Veterans Administration: Annexation of additional proper-  
ties, dedication of Common Area, and amendment of this  
Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the  
Declarants herein, have hereunto set their hand this 27  
day of July, 1979.

Louis Sheffels  
LOUIS SHEFFELS

Robert Sheffels  
ROBERT SHEFFELS

STATE OF WASHINGTON )  
COUNTY OF Snohomish ) ss.

On this 27 day of July, 1979, before me,  
the undersigned, a Notary Public in and for the State of  
Washington, duly commissioned and sworn personally appeared

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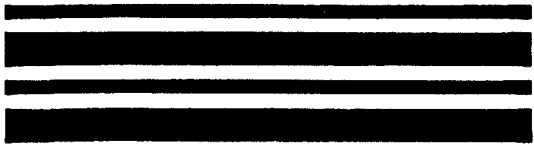
LOUIS SHEFFELS and ROBERT SHEFFELS, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

*John O. Anderson*  
Notary Public in and for the  
State of Washington, residing  
at *Medina*

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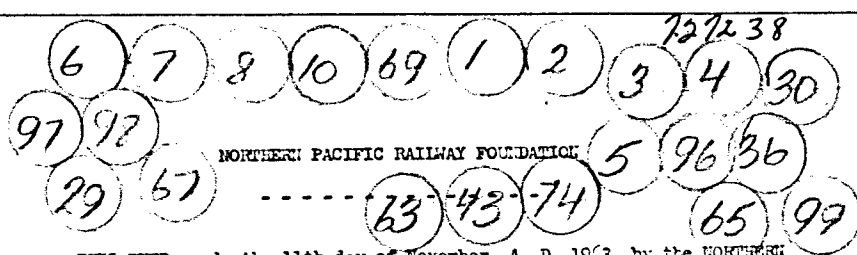




PATCH T (FILE A)

5665203 DEED

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THIS DEED, made the 11th day of November, A. D. 1963, by the NORTHERN PACIFIC RAILWAY FOUNDATION, a charitable corporation of the State of Minnesota, grantor, to PARKER AND SANWICK INVESTMENTS, INC., a corporation of the State of Washington, of Seattle, in the County of King, and State of Washington, grantee, WITNESSETH:

WHEREAS, by a contract in writing entered into on the 1st day of November, A.D. 1958, the grantor contracted to sell and convey certain lands, of which the premises hereinafter described are a part, which contract has been duly performed as to the land hereinafter described and the grantee has become entitled to a conveyance of the premises:

NOW, THEREFORE, the grantor, in consideration of the sum of one hundred fifty-six thousand eight hundred sixty dollars (\$156,860), unto it paid, the receipt whereof is acknowledged, warrants and conveys unto the grantee, its successors and assigns, the following described tract of land situate in the County of King, and State of Washington, to-wit:

Government Lots four (4) and six (6), the southwest quarter of the northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ ), the northwest quarter of the northwest quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$ ), the southeast quarter of the northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ), the northwest quarter of the southeast quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$ ) and that portion of the southwest quarter of the southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section Twenty-one (21), in Township Twenty-three (23) North of Range Five (5) East of the Willamette Meridian lying north of the northerly right of way line of the City of Seattle Cedar River pipeline as conveyed to the City of Seattle by deed recorded under Auditor's File No. 178644; excepting therefrom, however, that part of said premises heretofore acquired by the City of Seattle for its Mercer Island pipeline by condemnation under King County Superior Court Cause No. 486190, Ordinance No. 84393, Judgment on Verdict dated June 5, 1956, and that part of said premises heretofore conveyed to Parker and Sanwick Investments, Inc. by deed dated June 28, 1960, and that part of said premises heretofore acquired by the United States of America by Decree of Court, Judgment on Verdict dated May 25, 1961.

The tract of land hereby conveyed contains two hundred twenty-seven and ninety-two hundredths (227.92) acres, more or less, and is subject to an easement in the public for any public roads heretofore laid out or established and now existing over and across any part of the premises.

Subject also to the rights acquired by the United States of America under Judgment on Verdict dated May 25, 1961, for an electric transmission line.

Subject also to the rights granted the Defense Plant Corporation by the Northwestern Improvement Company, predecessor in interest, to the grantor under easement deeds dated July 18, 1944, for an access road and October 7, 1944, for an electric transmission line.

Subject also to rights granted by the Northwestern Improvement Company to Puget Sound Power and Light Company for electric transmission lines by deed dated July 27, 1944.

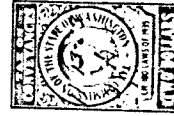
SALES TAX PAID ON CONTRACT AFF. No. 78414  
A. A. TREMPER, KING COUNTY TREASURER

*[Signature]* DEPUTY

2 sheets

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Subject also to the rights granted by the grantor and Parker and Sanwick Investments, Inc. to the United States of America under easement deed dated December 16, 1960, for an access road.

Subject also to the reservation of minerals in deed from the Northern Pacific Railway Company to the grantor, dated December 18, 1957, recorded in the office of the King County Auditor on December 23, 1957, in Volume 3745 of Deeds, Page 294.

A material consideration for this conveyance, without which it would not be made, is the agreement by the grantee, its successors or assigns, that none of the property will be devoted to industrial purposes other than residential use, and that commercial uses will be restricted to those normally incident to a residential area such as retail establishments.

Together with the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the said land and appurtenances unto the grantee, its successors and assigns, forever.

The grantor will forever warrant and defend the title to the premises except as against liens, charges and incumbrances originating after the date of the aforesaid contract of sale.

IN WITNESS WHEREOF, the grantor has caused these presents to be sealed with its corporate seal and signed by its Vice President the day and year first above written.

In Presence Of:

NORTHERN PACIFIC RAILWAY FOUNDATION,

Beatrice E. Nachtrieb

By [Signature]

Richard A. Deulker

Attest: [Signature]  
Secretary

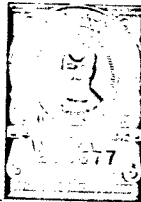
STATE OF MINNESOTA)

COUNTY OF RAISEY )

On this 12th day of November, A.D. 1963, before me personally appeared E. B. STANTON, to me known to be the Vice President of the Northern Pacific Railway Foundation, the corporation which executed the within and foregoing instrument, 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 was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

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[Signature]  
E. W. THAYER,  
Notary Public, Ramsey County, Minn.  
My Commission Expires Nov. 17, 1964

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