

**SECOND AMENDMENT TO THE  
DEVELOPMENT AGREEMENT AND RESIDUAL LAND USE RESTRICTIONS FOR  
WILD VALLEY NORTH R.L.U.P.**

This *Second Amendment to the Development Agreement and Residual Land Use Restrictions for Wild Valley North R.L.U.P.* ("Second Amendment") is made this 28 day of March, 2022, between the Board of County Commissioners of Larimer County, Colorado ("County"), and Wild Valley North Homeowners Association ("Association"), TK3 Holdings, LLC (Lots 1-5, Residual Lots "A" and "B" and Outlot "A"), David W. Micklo & Sarah C. Micklo (Lot 6), Joseph F. Dudek Jr. & Elizabeth Rose Dudek (Lot 7), The Valerie L Buehler Trust by and through its Trustee Valerie L. Buehler (Lot 8), and the Lazy T5 Family Trust by and through its Trustees Kathryn M. Dokter and Jay D. Dokter (Lot 9) (collectively "Successor Developers") and Hidden Valley Homeowner's Association ("Replacement Association") (collectively the County, the Association, the Successor Developers and the Replacement Association are the "Parties").

WHEREAS, the Final Plat of Wild Valley North R.L.U.P. 03-S2076 was approved by County on December 6, 2005, and recorded on December 7, 2005, at Reception No. 2005-0104268 of the Larimer County records (hereafter "WVN Plat"); and

WHEREAS, County, Association and Developer Gregory Wild entered into and executed that *Development Agreement and Residual Land Use Restrictions for Wild Valley North R.L.U.P.* (the "WVN Development Agreement" with that area being referenced as "WVN"), with the WVN Development Agreement being recorded on December 7, 2005, at Reception No. 2005-0104269 of the Larimer County records for the property described on Exhibit "A" attached; and

WHEREAS, County, Association and Developer Gregory Wild entered into and executed that *First Amendment to the Development Agreement and Residual Land Use Restrictions for Wild Valley North R.L.U.P.* (the "First Amendment"), which First Amendment was recorded on August 20, 2009, at Reception No. 20090058263 of the Larimer County records; and

WHEREAS, Successor Developers own, collectively, all the property described in Exhibit "A" attached hereto (comprising of Lots 1 through 9, Residual Lots "A" and "B" and Outlot "A") as Developer Gregory Wild has previously sold all of his interests in the lands described on Exhibit "A"; and

WHEREAS, the Replacement Association is a Colorado nonprofit corporation incorporated with the Colorado Secretary of State in 1999 and manages and oversees three residential use plans called Hidden Valley Estates R.L.U.P. 01-S1901, Hidden Valley Estates R.L.U.P. 02-S1948 and Hidden Valley Estates III, R.L.U.P. 03-S2168 which are adjacent, near or contiguous to WVN in some parts and all share the same access point and road from US Highway 34; and

WHEREAS, while the Association has been a party to the WVN Development Agreement since inception, it has been determined by the Successor Developers and the Association that it is in the best interests of all residents in both WVN and Hidden Valley Estates to be managed and overseen by the same homeowners association given the commonality of interests and proximity of lands and lots within each residential land use plan; and

WHEREAS, the Replacement Association by and through a vote at a meeting called for such purpose has amended its bylaws to include as part of its purpose for the prospective management and oversight of WVN; and

WHEREAS, the Replacement Association by and through a vote at a meeting called for such purpose will consent and agree to be the operative homeowners association for WVN including the requirement to be the contractually bound homeowners association under the WVN Development Agreement here forward; and

WHEREAS, in order to have the Replacement Association replace the Association as the operative homeowners association for WVN, the Association needs to be dissolved; and

WHEREAS, Section 30 of the WVN Development Agreement states that the "Association shall not be dissolved without the written consent of the Board of County Commissioners of Larimer County . . . ."; and

WHEREAS, the County does not object to dissolution of the Association provided that all obligations, responsibilities, and liabilities of the Association are assumed fully by the Replacement Association; and

WHEREAS, the County does not object to dissolution of the Association provided the Replacement Association agrees to be contractually and legally bound to serve as the homeowners association for WVN under the WVN Development Agreement, and to assume all obligations, responsibilities and liabilities of the WVN Development Agreement; and

WHEREAS, the Successor Developers have further requested additional minor amendments to the WVN Development Agreement (as outlined and set forth later in this Second Amendment) of which the County does not object to; and

WHEREAS, Section 40 of the WVN Development Agreement provides, in part, that, amendment of the WVN Development Agreement requires the mutual consent of the County and 6 of 11 lots provided such amendment is in writing except that any amendment to either Sections 3 or 24c require approval of not only the County, but 100% of the Residual Lots "A" and "B" and Residential Lots 1 thru 9 after published notice and hearing before the Board of County Commissioners; and

WHEREAS, the County published notice of the amendments identified herein, held a hearing and therein approved the amendments set forth herein; and

WHEREAS, as identified by the signatures hereto, 100% of the Residual Lots "A" and "B" and Residential Lots 1 thru 9 of WVN have approved the amendments identified herein; and

WHEREAS, Association and Replacement Association certify that they have appropriate authority to enter into this agreement and bind themselves and their respective property owners to the agreement; and

WHEREAS, as set forth in that fully executed *Agreement of HOA Merger & Annexation of Wild Valley North, R.L.U.P. 03-S2076*, all of the owners of Residual Lots "A" and "B," Residential Lots 1 thru 9 and Outlot "A" of WVN as well as the Replacement Association have agreed to the terms herein as to the Association dissolving and being substituted by the Replacement Association; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and the covenants and promises in this Second Amendment, the parties agree as follows:

- 1) The Parties hereby consent and agree to the dissolution of the Wild Valley North Homeowners Association.
- 2) The Parties hereby consent and agree that the Replacement Association shall hereafter be the legal entity that is the contractually and legally bound to the rights, responsibilities and obligations of the WVN Development Agreement. And, that the Replacement Association shall be responsible for all duties under the WVN Development Agreement. For purposes of the WVN Development Agreement, hereafter the Replacement Association shall also be defined as the Association therein. To the extent that there is a conflict between the governing documents and other legal obligations and protections of the Replacement Association and the WVN Development Agreement, the Replacement Association agrees it shall be bound by the WVN Development Agreement.
- 3) As to the \$5,000 escrow requirements as set forth in the First Amendment, the sales of Lots 6 thru 9 resulted in the County receiving a sum total of \$20,000 (\$5,000 per lot) for the specific purposes set forth in the WVN Development Agreement. In that those monies were paid to the County and not held in an escrow account by Developer, it is agreed that the County may continue to hold said amounts in lieu of being held in escrow by the Developer or Successor Developers. As to future lot sales that trigger additional \$5,000 escrow payments, they shall likewise be paid to the County and held for the specific purpose set forth in the WVN Development Agreement.
- 4) Section 30 of the WVN Development Agreement shall be deleted and replaced with the following:

**30. Declaration of Covenants.** Developer and Association certify that the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Road Maintenance for Wild Valley North R.L.U.P. provide for a regular maintenance program and adequate funding for maintenance, repairs and

replacements of improvements (including roads, drainage facilities, landscaping (if any), private trails, common areas and means of enforcement; continuous safety inspections and immediate follow-up maintenance to correct unsafe conditions; the receiving and processing of complaints.

Developer and Association agree that the Association shall not be dissolved without the written consent of the Board of County Commissioners of Larimer County and certify that the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Road Maintenance for Wild Valley North R.L.U.P. include such language.

- 5) Except as modified herein, all terms and conditions of the WVN Development Agreement shall remain in full force and effect.
  
- 6) This Second Amendment may be executed in counterparts.

IN WITNESS WHEREOF

LARIMER COUNTY:

**Board of County Commissioners of  
Larimer County, Colorado**

Kristin Stephens  
Chair



3/28/22  
DATE APPROVED AS TO FORM  
[Signature]  
SENIOR COUNTY ATTORNEY

ATTEST:  
[Signature]  
Deputy Clerk to the Board

STATE OF COLORADO )  
) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of March, 2022, by Kristin Stephens.

WITNESS my hand and official seal.  
[SEAL]

[Signature]  
Notary Public  
My commission expires: January 31, 2023

**ELIZABETH LEE CARTER**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194004217  
MY COMMISSION EXPIRES JAN 31, 2023

**TK3 Holdings, LLC**

(WVN Lots 1 thru 5, Residual Lots "A" and "B" and Outlot "A" and on behalf of Wild Valley North Homeowners Association)

*Travis Crites*  
Travis Crites, Member and Manager

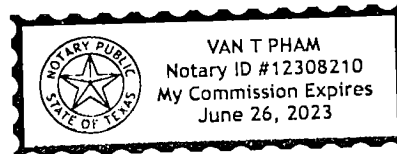
STATE OF TEXAS            )  
  ) ss.  
COUNTY OF HARRIS        )

The foregoing instrument was acknowledged before me this 3 day of March, 2022, by Travis Crites, in his capacity of Member and Manager of TK3 Holdings, LLC, as Declarant.

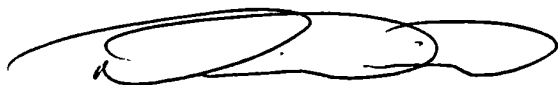
WITNESS my hand and official seal.  
[SEAL]  
Notary Public

*Van Pham*

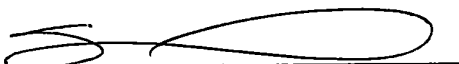
My commission expires: 06-26-23



**David W. Micklo & Sara C. Micklo**  
(WVN Lot 6 and on behalf of Wild Valley North Homeowners Association)



David W. Micklo

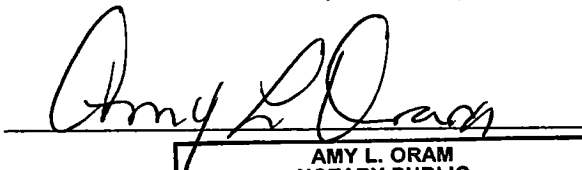


Sara C. Micklo

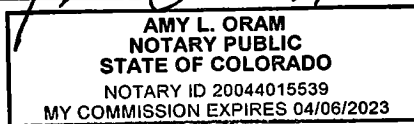
STATE OF COLORADO )  
 ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 14 day of March,  
2022, by David W. Micklo.

WITNESS my hand and official seal.  
[SEAL]  
Notary Public



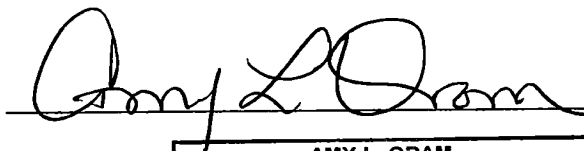
My commission expires: 4-6-2023



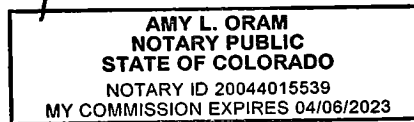
STATE OF COLORADO )  
 ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 14 day of March,  
2022, by Sara C. Micklo.

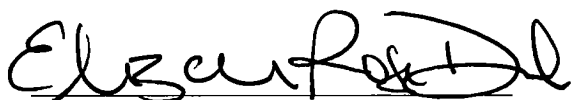
WITNESS my hand and official seal.  
[SEAL]  
Notary Public



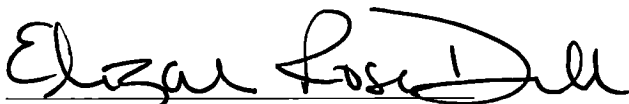
My commission expires: 4-6-2023



**Joseph F. Dudek Jr. & Elizabeth Rose Dudek**  
(WVN Lot 7 and on behalf of Wild Valley North Homeowners Association)



Joseph F. Dudek Jr.  
by Elizabeth Rose Dudek and on behalf  
of Joseph F. Dudek Jr., her husband and  
Declarant, by and through that Financial  
and Medical Durable Power of Attorney  
attached hereto

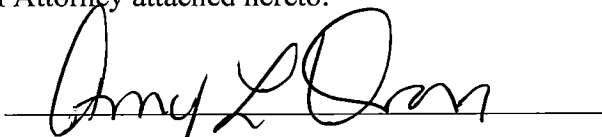


Elizabeth Rose Dudek

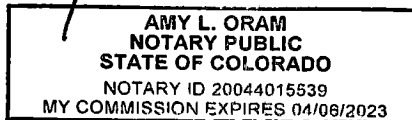
STATE OF COLORADO    )  
  ) ss.  
COUNTY OF LARIMER    )

The foregoing instrument was acknowledged before me this 22 day of March,  
2022, by Elizabeth Rose Dudek and on behalf of Joseph F. Dudek Jr., her husband, by and through  
that Financial and Medical Durable Power of Attorney attached hereto.

WITNESS my hand and official seal.  
[SEAL]  
Notary Public



My commission expires: 4-6-2023



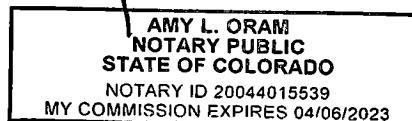
STATE OF COLORADO    )  
  ) ss.  
COUNTY OF LARIMER    )

The foregoing instrument was acknowledged before me this 22 day of March,  
2022, by Elizabeth Rose Dudek.

WITNESS my hand and official seal.  
[SEAL]  
Notary Public



My commission expires: 4-6-2023



**The Valerie L. Buehler Trust**

(WVN Lot 8 and on behalf of Wild Valley North Homeowners Association)

Valerie L. Buehler  
Valerie L. Buehler, Trustee

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF LARIMER    )

The foregoing instrument was acknowledged before me this 14 day of March,  
2022, by Valerie L. Buehler, in her capacity as Trustee of the Valerie L. Buehler Trust.

WITNESS my hand and official seal.  
[SEAL]  
Notary Public

Amy L. Oram

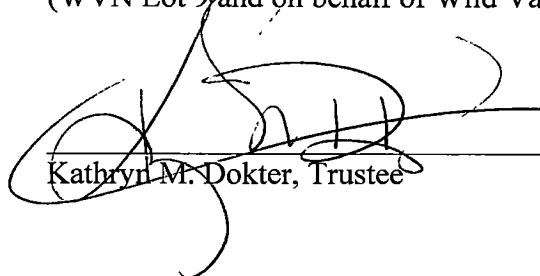
My commission expires: 4-6-2023

AMY L. ORAM  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20044015539  
MY COMMISSION EXPIRES 04/06/2023



**The Lazy T5 Family Trust**

(WVN Lot 9 and on behalf of Wild Valley North Homeowners Association)

  
Kathryn M. Dokter, Trustee

  
Jay D. Dokter, Trustee

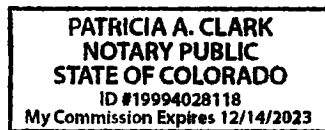
STATE OF COLORADO    )  
  ) ss.  
COUNTY OF LARIMER    )

The foregoing instrument was acknowledged before me this 7 day of March, 2022, by Kathryn M. Dokter, in her capacity as Trustee of the Lazy T5 Family Trust.

WITNESS my hand and official seal.  
[SEAL]  
Notary Public



My commission expires: 12/14/2023



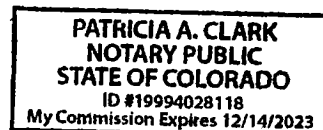
STATE OF COLORADO    )  
  ) ss.  
COUNTY OF LARIMER    )

The foregoing instrument was acknowledged before me this 7 day of March, 2022, Jay D. Dokter, in his capacity as Trustee of the Lazy T5 Family Trust.

WITNESS my hand and official seal.  
[SEAL]  
Notary Public



My commission expires: 12/14/2023



**Hidden Valley Homeowners' Association**

  
\_\_\_\_\_  
Stephen Nilsen, HVE HOA President

Date: 3/14/22

  
\_\_\_\_\_  
Michael W. Routh, HVE HOA Vice-President

Date: 3/14/22

\_\_\_\_\_  
Raef Sully, HVE HOA Treasurer

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

  
\_\_\_\_\_  
Shari Vines, HVE HOA Secretary

Date: 3/14/22

  
\_\_\_\_\_  
Cynthia Routh, Board Member

Date: 3/14/22

  
\_\_\_\_\_  
Ray Mey, Board Member

Date: 3/14/22

**Hidden Valley Homeowners' Association**

\_\_\_\_\_  
Stephen Nilsen, HVE HOA President

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

\_\_\_\_\_  
Michael W. Routh, HVE HOA Vice-President

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

  
\_\_\_\_\_  
Raef Sully, HVE HOA Treasurer

Date: 21 MAR 2022

\_\_\_\_\_  
Shari Vines, HVE HOA Secretary

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

\_\_\_\_\_  
Cynthia Routh, Board Member

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

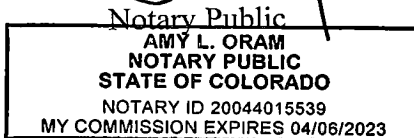
\_\_\_\_\_  
Ray Aley, Board Member

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

STATE OF COLORADO    )  
                                  )  
                                  )                    SS  
COUNTY OF LARIMER    )

The foregoing Agreement of Annexation was acknowledged and signed before me this 14 day of March, 2022 by Stephen Nilsen.  
Witness my hand and official seal.

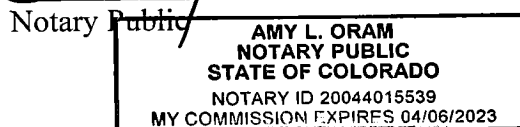
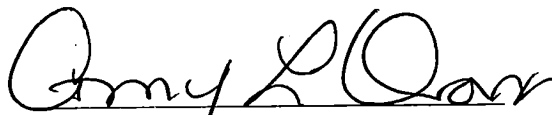
My commission expires: 4-6-2023



STATE OF COLORADO    )  
                                  )  
                                  )                    SS  
COUNTY OF LARIMER    )

The foregoing Agreement of Annexation was acknowledged and signed before me this 14 day of March, 2022 by Michael W. Routh.  
Witness my hand and official seal.

My commission expires: 4-6-2023



STATE OF COLORADO    )  
                                  )  
COUNTY OF LARIMER    )                    ss

The foregoing Agreement of Annexation was acknowledged and signed before me this \_\_\_ day of \_\_\_\_\_, 2022 by Raef Sully.  
Witness my hand and official seal.

My commission expires: \_\_\_\_\_  
Notary Public

STATE OF COLORADO    )  
                                  )  
COUNTY OF LARIMER    )                    ss

The foregoing Agreement of Annexation was acknowledged and signed before me this 14 day of March, 2022 by Shari Vines.  
Witness my hand and official seal.

My commission expires: 4-6-2023



Notary Public

AMY L. ORAM  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20044015539  
MY COMMISSION EXPIRES 04/06/2023

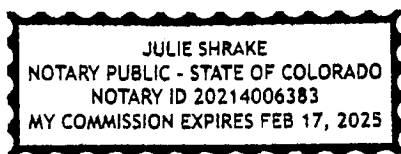
STATE OF COLORADO )  
 )  
COUNTY OF LARIMER )                    ss

The foregoing instrument was acknowledged and signed before me this 21 day of March, 2022 by Raef Sully in his capacity as a board member of Hidden Valley Homeowners Association.

Witness my hand and official seal.

My commission expires: Feb 17, 2025

Julie Shrake  
Notary Public



STATE OF COLORADO )  
 )  
COUNTY OF LARIMER )                    ss

The foregoing instrument was acknowledged and signed before me this \_\_\_ day of \_\_\_\_\_, 2022 by Shari Vines in her capacity as a board member of Hidden Valley Homeowners Association.

Witness my hand and official seal.


My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF COLORADO    )  
                                  )  
COUNTY OF LARIMER    )                    ss

The foregoing Agreement of Annexation was acknowledged and signed before me this 14 day of March, 2022 by Cynthia Routh.  
Witness my hand and official seal.

My commission expires: 4-6-2023

  
Notary Public  
**AMY L. ORAM  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20044015539  
MY COMMISSION EXPIRES 04/06/2023**

STATE OF COLORADO    )  
                                  )  
COUNTY OF LARIMER    )                    ss

The foregoing Agreement of Annexation was acknowledged and signed before me this 14 day of March, 2022 by Ray Aley.  
Witness my hand and official seal.

My commission expires: 4-6-2023


  
Notary Public  
**AMY L. ORAM  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20044015539  
MY COMMISSION EXPIRES 04/06/2023**

Exhibit A

Lots 1 through 9, Residual Lots A and B and Outlot A, Wild Valley North R.L.U.P. 03-S2076.

Also described as:

A TRACT OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 5 NORTH, AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 69 WEST, OF THE 6TH P.M.; COUNTY OF LARIMER, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH SIXTEENTH CORNER OF SAID SECTION 5, SAID POINT BEING MARKED BY A 2 ½" ALUMINUM CAP STAMPED PLS 32829; AND CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5 TO HAVE AN ASSUMED BEARING OF S02°14'27"W, (SOUTH END OF SAID LINE BEING MARKED BY A #6 REBAR WITH 2 ½" ALUMINUM CAP STAMPED PLS 20676) WITH ALL OTHER BEARINGS RELATIVE THERETO;  
THENCE ALONG SAID EAST LINE, S02°14'27"W, 1,300.20 FEET;  
THENCE S89°46'20"W, 2,538.89 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5;  
THENCE ALONG SAID WEST LINE, N00°24'21"E, 1,287.04 FEET TO THE NORTH SIXTEENTH CORNER OF SAID SECTIONS 5 AND 6;  
THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5, N00°28'29"E, 1,418.43 FEET TO THE NORTHWEST QUARTER OF SAID SECTION 5;  
THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, N01°19'24"W, 1,343.03 FEET TO THE SOUTH SIXTEENTH CORNER OF SECTIONS 31 AND 32, TOWNSHIP 6 NORTH, RANGE 69 WEST;  
THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, S89°19'57"E, 1,322.10 FEET TO THE SOUTHWEST SIXTEENTH CORNER OF SAID SECTION 32;  
THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, S00°51'57"E, 1,336.52 FEET TO THE WEST SIXTEENTH CORNER OF SAID SECTION 5;  
THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5, S01°19'36"W, 1,398.71 FEET TO THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 5;  
THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5, N89°29'48"E, 1,290.08 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 158.51 ACRES (6,904,640 SQUARE FEET), MORE OR LESS AND IS SUBJECT TO RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS NOW IN USE OR OF RECORD.



**FINANCIAL AND MEDICAL  
DURABLE POWER OF ATTORNEY**

**JOSEPH FRANCIS DUDEK, JR. to ELIZABETH ROSE DUDEK**

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1. **DESIGNATION.** JOSEPH F. DUDEK, JR., (the "Principal") designates his Wife, ELIZABETH R. DUDEK, as attorney-in-fact for the Principal. If ELIZABETH R. DUDEK is unwilling or unable to act as attorney-in-fact, the Principal designates his parents, JOSEPH DUDEK and ANN MARIE DUDEK, of Pearl River, New York, to act as Co-successor attorneys in-fact. If either JOSEPH DUDEK or ANN MARIE DUDEK is unwilling or unable to act as a co-attorney-in-fact, then the Principal appoints the other of them to act as sole attorney-in-fact. A successor attorney-in-fact shall have all rights, duties and discretion hereinbefore granted to the initial attorney-in-fact.

2. **EFFECTIVENESS; DURATION.** The power of attorney shall become effective immediately, shall not be affected by the disability or incapacity of the Principal and shall continue until revoked or terminated under Section 12, notwithstanding any uncertainty as to whether the Principal is dead or alive.

3. **FINANCIAL POWERS.** The attorney-in-fact shall have all of the powers of an absolute owner over the assets and liabilities of the Principal, whether located within or without the State of Washington. The attorney-in-fact shall exercise all powers as a FIDUCIARY for the Principal, and nothing herein shall be construed to grant an attorney-in-fact a general power of appointment. These powers shall include, without limitation, the power and authority:

3.1 **Real Property.** To purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property, and to manage or dispose of any proceeds realized from any transaction involving real property.

3.2 **Personal Property.** To purchase, take possession of, lease, sell, assign, transfer, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property including, without limitation, stocks, U.S. Treasury bonds or other bonds, or securities of any kind or nature, and to manage or dispose of any proceeds realized from any transaction involving personal property.

3.3 **Financial Accounts.** To deal with accounts maintained by or on behalf of the Principal with institutions (including, without limitation, banks, trust companies, savings and loan associations, credit unions and securities dealers). This shall include but not be limited to the authority to maintain and close existing accounts, as well as to open, maintain and close other accounts, to manage assets in all accounts (including directing sales, purchases, trade in stocks, bonds or other securities and to deliver securities to a broker to change certificated securities into street name) and to make deposits, transfers, and withdrawals with respect to all such accounts. To have the authority in the same manner and to the same extent as any account holder on qualified and non-qualified retirement accounts (including but not limited to IRAs, 401(k)s, pension plans,

etc.) and to direct distributions from such accounts and to make any elections in connection therewith, including tax withholding. The attorney-in-fact may vote in person, or by general or limited proxy, with or without power of substitution, with respect to any stock or other securities the Principal may own. To execute on Principal's behalf any powers of attorney in whatever form which may be required by any stockbroker with whom Principal has deposited any securities.

**3.4 Monies Due.** To request, demand, recover, collect, endorse and receive all monies, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the Principal.

**3.5 Claims Against Principal.** To pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness against the Principal and, in so doing, use any of the Principal's funds or other assets or use funds or other assets of the attorney-in-fact and obtain reimbursement out of the Principal's funds or other assets.

**3.6 Legal Proceedings.** To participate in any legal action in the name of the Principal or otherwise. This shall include without limitation (a) actions for attachment, execution, eviction, foreclosure, indemnity, and any other proceeding for equitable or injunctive relief and (b) legal proceedings in connection with the exercise or determination of the authority granted in this instrument.

**3.7 Written Instrument.** To sign, seal, execute, deliver and acknowledge all written instruments and do and perform each and every act and thing whatsoever which may be necessary or proper in the exercise of the powers and authority granted to the attorney-in-fact as fully as the Principal could do if personally present.

**3.8 Safe Deposit and Post Office Boxes.** To enter and remove items from any safe deposit or post office box in which the Principal has a right of access.

**3.9 Transfers to Trust.** To create, amend, revoke, or transfer assets of all kinds to any trust, including without limitation any revocable or irrevocable trust, special needs trust or annuity trust, which (a) is for the sole benefit of the Principal during Principal's lifetime, as to the Principal's separate property; and/or (b) is for the sole benefit of the Principal during Principal's lifetime and/or the Principal's spouse as to their community property; and (c) which does not have dispositive provisions which are different from those which would have governed the property had it not been transferred to the trustee.

**3.10 Disclaimer.** To disclaim any interest under Chapter 11.86 RCW in or to any property, right, power, privilege or immunity to which the Principal would otherwise succeed.

**3.11 Taxes.** To represent the Principal in all tax matters of whatever kind or nature, including without limitation the authority to prepare, sign and file federal state and local income, gift and any other returns, to execute IRS Form 2848 granting the attorney-in-fact a power of attorney as to any tax matters of the Principal, to pay or lawfully challenge any taxes or deficiencies levied against the Principal or any property or asset of the Principal, to make any

election the Principal may have under federal, state or local tax laws or regulations, or allocate any generation-skipping tax exemption to which the Principal is entitled. The attorney-in-fact is authorized to receive any and all confidential tax information of the Principal for all tax years, and to execute any power of attorney form required by the Internal Revenue Service or any state or local taxing authority.

**3.12 General.** To otherwise do what is reasonably necessary to safeguard the Principal's best interests, including to make loans; employ attorneys, accountants and other professionals on behalf of the Principal, participate in and operate business entities and ventures on behalf of the Principal, and oversee the ownership, health and welfare of the Principal's pets.

**4. STATUTORY PROVISIONS REGARDING CERTAIN ACTIONS.** The attorney-in-fact SHALL NOT have authority to make, amend, alter, or revoke the Principal's wills or codicils.

**4.1. Grant of Authority to Change Estate Plan for Certain Purposes.** Pursuant to RCW 11.94.050, the attorney-in-fact SHALL have the power, to make, amend, alter, or revoke any of the Principal's life insurance, annuity, or similar contract beneficiary designations, employee benefit plan (including IRA, Keogh or other qualified plan) beneficiary designations, trust agreements, registration of the Principal's securities in beneficiary form, payable on death or transfer on death beneficiary designations, designation of persons as joint tenants with right of survivorship with the Principal with respect to any of the Principal's property, community property agreements, or any other provisions for nonprobate transfer at death contained in nontestamentary instruments described in RCW 11.02.091. The authority to make the above changes may ONLY be exercised for one or more of the following purposes and ONLY so long as a change is NOT inconsistent with Principal's overall plan of estate distribution:

4.1.1. To avoid probate;

4.1.2. To reduce estate or income taxes;

4.1.3. To establish or fund a trust, such as a special needs trust, a conduit trust or accumulation trust in order to protect assets for a minor, young adult or incapacitated beneficiary; or

4.1.4 For any other purpose with permission of the Court and/or pursuant to agreement under the provisions of RCW 11.96A.

**4.2. Exceptions to Limitations For Purposes of Becoming Eligible for Federal or State Needs-Based Programs.** For the purpose of preservation of Principal's assets by becoming eligible for state or federal needs-based programs, the attorney-in-fact may establish an annuity, sell or purchase life insurance (and make or revise a beneficiary designation) or establish or amend a trust. Program eligibility would include but not be limited to COPEs, Medicaid, SSI,

DSHS long-term care or any other federal or state needs-based programs. Any changes made by the attorney-in-fact **MUST** be consistent with the Principal's overall plan of estate distribution.

**4.3. Gifts Allowed.** To make gifts (a) in keeping with the Principal's past practices of gift giving; (b) to members of Principal's family in an amount not to exceed the maximum federal annual exclusion for gifts if the making of such gifts will result in the elimination or reduction of the federal or state estate tax on the Principal's eventual death **ONLY** so long as such gifts are consistent with Principal's overall plan of estate distribution; (c) so long as transfers are not prohibited under applicable federal or state law, to make transfers, for the purpose of qualifying the Principal for medical assistance or the limited casualty program for the medically needy; or (d) to any persons, including the attorney-in-fact, with permission of the Court and/or pursuant to agreement under the provisions of RCW 11.96A.

**4.4. Exoneration of Vulnerable Adult Protective Provisions.** The exercise of the power of gifting as provided above shall not be construed as a misuse of the power of attorney and shall not be considered financial exploitation of the Principal unless it can be shown by clear, cogent and convincing evidence that the actions taken are not consistent with the standards provided above.

**5. MEDICAL AND PERSONAL DECISION OF PRINCIPAL.** The attorney-in-fact shall have the following powers:

**5.1 Access to Medical Records and Other Medical and Personal Information.** To request, receive and review any information, verbal or written, regarding Principal's personal affairs or physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required in order to obtain such information, and to disclose or authorize disclosure of such information to such persons, organizations, firms or corporations as the attorney-in-fact shall deem appropriate.

**5.2 Employ and Discharge Health Care Personnel.** To employ and discharge medical and health care personnel including but not limited to physicians, psychiatrists, dentists, nurses, and therapists as the attorney-in-fact shall deem necessary for Principal's physical, mental and emotional well-being, and to pay them (or cause to be paid to them) reasonable compensation from Principal's funds.

**5.3 Give, Withhold or Withdraw Informed Consent to Medical Treatment.** To give or withhold consent to any medical or health care procedure, test or treatment, including surgery, except as specified below; to arrange for Principal's hospitalization, convalescent care, hospice or home care; to summon paramedics or other emergency medical personnel and seek emergency treatment for the Principal, as the attorney-in-fact shall deem appropriate; and under circumstances in which the attorney-in-fact determines that certain medical procedures, tests or treatments are no longer of any benefit to the Principal or where the benefits are outweighed by the burdens imposed, to revoke, withdraw, modify or change consent to such procedures, tests and treatments, as well as hospitalization, convalescent care, hospice or home care which the Principal or the attorney-in-fact may have previously allowed or consented to or which may have been

implied due to emergency conditions. The attorney-in-fact's decisions should be guided by taking into account (a) the provisions of this document, (b) any reliable evidence of preferences that the Principal may have expressed on the subject, whether before or after the execution of this document, which may be in the form of a Health Care Directive, (c) what the attorney-in-fact believes the Principal would want done in the circumstance as if the Principal were able to express himself or herself, (d) any information given to the attorney-in-fact by the physicians treating the Principal as to the Principal's medical diagnosis and prognosis, and the intrusiveness, pain, risks and side effects associated with the treatment, and (e) any communications the Principal is able to provide despite his or her disability or incapacity. As permitted by RCW 11.94.010(3), the attorney-in-fact is authorized to give informed consent for health care decisions on behalf of the Principal, and as the Principal's "personal representative" (as that term is defined and designated under the HIPAA provisions of 45 CFR 160 and 164), to receive and authorize the use and disclosure of the Principal's protected health information.

**5.4 Consent or Refuse Consent to Principal's Psychiatric Care.** Upon the execution of a certificate by two (2) licensed, independent psychiatrists, who have examined the Principal, and who conclude that the Principal is in immediate need of hospitalization because of mental disorders, alcoholism or drug abuse, the Principal authorizes the attorney-in-fact to arrange for the Principal's voluntary admission to an appropriate hospital or institution for treatment of the diagnosed problem or disorder; to arrange for private psychiatric and psychological treatment for the Principal; to refuse consent for any such hospitalization, institutionalization and private psychiatric and psychological care; and to revoke, modify, withdraw or change consent to such hospitalization, institutionalization and private treatment which the Principal or attorney-in-fact may have given at an earlier time.

**5.5 Refuse Life-Prolonging Procedures.** To request that aggressive medical therapy not be instituted or continued, including (but not limited to) cardiopulmonary resuscitation, the implantation of a cardiac pacemaker, renal dialysis, parenteral feeding, the use of respirators or ventilators, blood transfusions, nasogastric tube use, intravenous feedings, endotracheal tube use, antibiotics and organ transplants. The attorney-in-fact should try to discuss the specifics of any such decision with the Principal, in any manner, that the Principal may be able to communicate, even blinking eyes. If Principal is unconscious, comatose, senile or otherwise unreachable by such communication, the attorney-in-fact should make the decision guided primarily by any preferences which Principal may have previously expressed and, secondarily, by the information given by the Principal's treating physicians as to a medical diagnosis and prognosis. It is Principal's intent and desire that the attorney-in-fact honor any Health Care Directive and/or Supplement thereto or Physician's Order regarding Life-Sustaining Treatment (POLST) which Principal may have signed. The attorney-in-fact shall have the authority to make the final decision if at any time a conflict arises between any Health Care Directive and/or Supplement thereto or POLST which Principal has signed and this Power of Attorney. The attorney-in-fact may specifically request and concur with the writing of a "no-code" (DO NOT RESUSCITATE) order by the attending or treating physician.

**5.6 Limitations on Exercising Medical Powers.** Notwithstanding the foregoing, the attorney-in-fact shall not have the power to consent to any psychiatric or mental health procedures that are intrusive of the Principal's bodily integrity, physical freedom of

movement, or the Principal's rights under Chapter 71.05 of the Revised Code of Washington with regard to involuntary commitment.

**5.7 Exercise and Protect Rights.** To exercise the Principal's right of privacy and right to make decisions regarding the Principal's medical treatment even though the exercise of such rights might hasten the Principal's death or be against conventional medical advice.

**5.8 Authorize Relief From Pain.** To consent to and arrange for the administration of pain-relieving drugs of any kind or other surgical or medical procedures calculated to relieve the Principal's pain, including unconventional pain-relief therapies which the attorney-in-fact believes may be helpful, even though such drugs or procedures may lead to permanent physical damage or addiction or hasten the moment of (but not intentionally cause) the Principal's death. Such unconventional methods may include, but not be limited to, pain-relief therapies such as biofeedback, guided imagery, relaxation therapy, acupuncture or massage.

**5.9 Grant Releases.** To grant, in conjunction with any instructions given under this Article, releases to hospital staff, physicians, nurses and other medical and hospital administrative personnel who act in reliance on instructions given by the attorney-in-fact, or who render written opinions to the attorney-in-fact in connection with any matter described in this Article, from all liability from damages suffered or to be suffered by the Principal; and to sign documents titled or purporting to be a "Refusal to Treatment" and "Leaving Hospital Against Medical Advice" as well as any necessary waivers of or releases from liability required by a hospital or physician to implement the Principal's wishes regarding medical treatment or non-treatment.

**5.10 Provide For Residence.** To make all necessary arrangements for the Principal at any hospital, hospice, nursing home, convalescent home or similar establishment and to assure that all the Principal's essential needs are provided for at such a facility. In this connection, the attorney-in-fact should bear in mind Principal's strong preference to remain in Principal's residence as long as possible.

**5.11 Provide for Companionship.** To provide for such companionship as will meet the Principal's needs and preferences at a time when the Principal is disabled or otherwise unable to arrange for such companionship.

**5.12 Make Advance Final Arrangements.** To make advance arrangements for the Principal's funeral service, burial, cremation or other disposition of remains, including the purchase of a burial plot and marker, and such other related arrangements as the attorney-in-fact shall deem appropriate, and that are not inconsistent with Principal's express, written wishes, if the Principal has not already done so.

**5.13 Execute Documents and Incur Costs in Implementing the Above Powers.** To sign, execute, deliver and acknowledge any contract or other document that may be necessary, desirable, convenient or proper in order to exercise any of the powers described in this

document and to incur reasonable costs in the exercise of such powers. In addition, the attorney-in-fact shall pay all fees and costs incurred in the exercise of the powers granted in this document.

**6. AUTHORIZATION FOR RELEASE OF INFORMATION.** The Principal hereby authorizes all health care providers, including, but not limited to, physicians, psychiatrists, nurses, hospitals and all other individuals and entities who may have provided, or will be providing the Principal with any type of health care, to disclose protected health care information that relates directly or indirectly to the Principal's capacity to act rationally and prudently in the Principal's own best interest and to manage the Principal's financial affairs to the attorney-in-fact, including photocopies of any records that the attorney-in-fact may request. If the Principal is incapacitated at the time the attorney-in-fact shall request such information, all persons and entities are authorized to treat any such request for information by the attorney-in-fact as the request of the Principal's legal representative and to honor such request on that basis. The Principal hereby waives all privileges with regard to disclosures to the attorney-in-fact which may be applicable to such information and records and to any communication pertaining to the Principal and made in the course of any confidential relationship recognized by law. This authorization is intended to provide the attorney-in-fact with the authorization necessary to allow the attorney-in-fact to proceed under this document and to disclose protected health care information regarding the Principal to carry out the intent and purposes of this power of attorney and for the purpose of allowing the attorney-in-fact to make the specific determinations regarding the Principal's capacity or need for protective proceedings. Information disclosed by a health care provider pursuant to this authorization may be subject to re-disclosure and shall no longer be protected by the privacy rules of 45 CFR 160 and 164. The authorization contained in this section may be revoked by a writing signed by the Principal or by the Principal's personal representative, and shall expire three (3) years after the death of the Principal unless sooner terminated in accordance with Section 12 hereof.

**7. THIRD-PARTY RELIANCE.** For the purpose of inducing any individual, organization, or entity (including, but not limited to, any physician, hospital, nursing home, insurer, or other party, all of whom will be referred to in this Article as a "person") to act in accordance with the instructions of the attorney-in-fact as authorized in this document, the Principal hereby represents, warrants and agrees that:

**7.1 Reliance On Attorney-in-Fact's Authority and Representations.** No person who relies in good faith upon the authority of the attorney-in-fact under this document shall incur any liability to the Principal, the Principal's estate, or the Principal's heirs, successors or assigns as a result of such reliance. In addition, no person who relies in good faith upon any representation the attorney-in-fact may make as to (a) the fact that the attorney-in-fact's powers are then in effect, (b) the scope of the attorney-in-fact's authority granted under this document, (c) the Principal's competency at the time this document is executed, (d) the fact that this document has not been revoked, or (e) the fact that the attorney-in-fact continues to serve as the attorney-in-fact shall incur any liability to the Principal, the Principal's estate, or the Principal's heirs, successors or assigns as a result of such reliance for permitting the attorney-in-fact to exercise any such authority.

**7.2 No Liability for Unknown Revocation or Amendment.** Notwithstanding the Principal's power to revoke this document contained in Section 12, if this document is revoked or amended for any reason, the Principal, the Principal's estate, and the Principal's heirs, successors and assigns will hold any person harmless from any loss suffered or liability incurred as a result of such person's reliance in good faith upon the apparent authority of the attorney-in-fact prior to the receipt by such person of actual notice or knowledge of such revocation or amendment.

**7.3 Attorney-in-Fact May Act Alone.** The powers conferred on the attorney-in-fact by this document may be exercised by the attorney-in-fact alone and the attorney-in-fact's signature or act under the authority granted in this document may be accepted by persons as fully authorized by the Principal and with the same force and effect as if the Principal were personally present, competent, and acting on the Principal's own behalf. Consequently, all acts lawfully done by the attorney-in-fact hereunder are done with the Principal's consent and shall have the same validity and effect as if the Principal were personally present and had personally exercised the powers, and shall inure to the benefit of and bind the Principal, the Principal's estate, and the Principal's heirs, successors, assigns and personal representatives.

**8. ADDITION TO MEDICAL RECORDS.** In the discretion of the attorney-in-fact, this document may be made part of the Principal's permanent medical record upon the Principal's admission to a health care facility.

**9. RESORT TO COURTS.** The Principal hereby authorizes the attorney-in-fact to, on the Principal's behalf and at the Principal's expense (a) file a petition for any matters permitted under RCW 11.94.090 or (b) seek a mandatory injunction requiring compliance with the attorney-in-fact's instructions by any person obligated to comply with instructions given by the attorney-in-fact; or (c) seek damages against any person obligated to comply with instructions given by the attorney-in-fact who negligently or willfully fails or refuses to follow such instructions.

**10. REIMBURSEMENT OF COSTS.** The attorney-in-fact shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by the attorney-in-fact on the Principal's behalf under any provision of this document.

**11. NO COMPENSATION.** The attorney-in-fact shall NOT be entitled to compensation for services rendered hereunder.

**12. TERMINATION.** This power of attorney shall be terminated by: (a) the Principal by written notice to the attorney-in-fact and, if this power of attorney has been recorded, by recording the written instrument of revocation in the office of the recorder or auditor of the place where the power was recorded; (b) a Guardian of the estate of the Principal after court approval of such revocation; (c) the death of the Principal upon actual knowledge or receipt of written notice by the attorney-in-fact; (d) court order; or (e) if the Principal and attorney-in-fact are married to each other, then as to the appointment of the spouse as attorney in fact, upon the filing by either of a petition, complaint or other pleading for separation, dissolution or divorce.



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13. **ACCOUNTING.** Upon request of the Principal or the Guardian of the estate of the Principal or the personal representative of the Principal's estate, the attorney-in-fact shall account for all actions taken by the attorney-in-fact for or on behalf of the Principal.

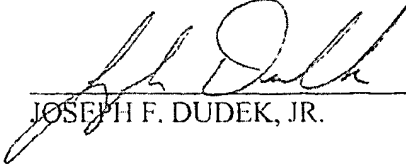
14. **NOMINATION OF GUARDIAN.** The Principal nominates the attorney-in-fact as guardian of the Principal's person and estate if protective proceedings for the Principal's person or estate are ever commenced.

15. **PRIOR POWER OF ATTORNEY.** This Power of Attorney hereby revokes all other durable powers of attorney which the Principal may have given and which grant general financial and/or medical decision-making authority to an attorney-in-fact.

16. **RESIGNATION.** If an attorney-in-fact wishes to resign, the attorney-in-fact shall provide written notice to the Principal, if not incapacitated, and if the Principal is incapacitated, then to the named successor attorney-in-fact; but if no successor is named, the attorney-in-fact may resign by recording a resignation in the county in which the Principal resides.

17. **SEVERABILITY AND APPLICABLE LAW.** The invalidity of any provision of this Power of Attorney as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof. The laws of the State of Washington shall govern this power of attorney.

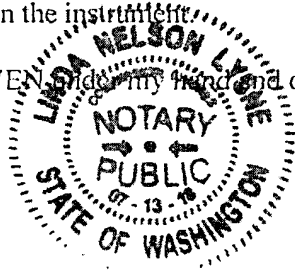
DATED this 30 day of April, 2015.

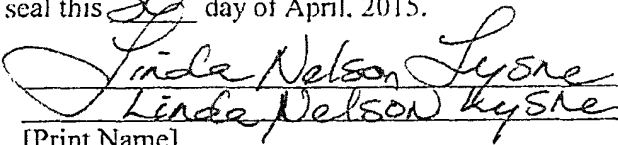
  
\_\_\_\_\_  
JOSEPH F. DUDEK, JR.

STATE OF WASHINGTON )  
) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that JOSEPH F. DUDEK, JR. signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 30<sup>th</sup> day of April, 2015.



  
\_\_\_\_\_  
Linda Nelson Lyone  
[Print Name]  
Notary Public in and for the State of Washington, residing at: Tacoma WA  
My Appointment expires: 12-13-2018.