

**AFTER RECORDING MAIL TO:**

Jayne Thompson  
13311 Christianson Road  
Anacortes, WA 98221



200207310178

Skagit County Auditor

7/31/2002 Page 1 of 4 3:36PM

Filed for Record at Request of  
Wells Fargo Escrow Company  
Escrow Number: 05-00133-02

LAND TITLE COMPANY OF SKAGIT COUNTY

**Statutory Warranty Deed**

PA101754

Grantor(s): Jack V. Vesser

Grantee(s): Jayme Lane Thompson and Heather Rachael Thompson

Abbreviated Legal:

Lots 13 - 16, Blk. 1, Sound View Add. #2 to Similk Beach

Additional legal(s) on page: 2

Assessor's Tax Parcel Number(s): 4005-001-016-0007 P69356

**THE GRANTOR Jack V. Vesser, a Single Person** for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION** in hand paid, conveys and warrants to **Jayne Lane Thompson and Heather Rachael Thompson, Husband and Wife** the following described real estate, situated in the County of Skagit, State of Washington

Lots 13 through 16, inclusive, Block 1, Sound View Addition No. 2 to Similk Beach, as per plat recorded in Volume 5 of Plats, page 5, records of Skagit County, Washington.  
Situate in the County of Skagit, State of Washington.

Dated July 30, 2002

Jack V. Vesser

3492  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

1 JUL 31 2002

Amount Paid \$ 2,516.85  
Skagit County Treasurer  
By DC Deputy

State of Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence that **Jack V. Vesser**

is/are the person(s) who appeared before me, and said person(s) acknowledged that  
he / she / they signed this instrument and acknowledge it to be his / her / their  
free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: July 31, 2002

Sharon Garrard  
Notary Public in and for the State of Washington  
Residing at Carl Vesper  
My appointment expires: 2-10-2006



## EXCEPTIONS:

A. Reservation in the deeds from Similk Beach Development Co., through which title is claimed, recorded March 8, 1955 and December 10, 1956, under Auditor's File Nos. 514192 and 545041, of a strip of land four feet in width from the back line, and in the rear, and on the front end or side of said property, as an easement and right of way for water pipes, sewer pipes and telephone and electric lights, poles, and wires. (Affects Lots 13, 14 and 15).

B. Restrictive covenants in deed through which title is claimed from Similk Beach Development Co., recorded March 8, 1955 as Auditor's File No. 514192, as follows:

"No building other than a dwelling house and appurtenances shall be placed upon said land and no building other than a garage, costing less than \$500.00 shall be built or erected upon said property, and no building shall be built or constructed or moved on said property less than 10 feet from the front line thereof, and all buildings must be painted, stained or stuccoed within 90 days from the time they are moved or erected, except such buildings as are built with logs, stone or other natural or unfinished material, which buildings may be left in their natural state.

Said property shall only be used for residence purposes and shall not at any time be used by any person to carry on any mercantile or other business for gain or profit, except that the owner may build and maintain cottages and houses for rent.

No open toilets shall be permitted, and only septic tanks, chemical closets or sewerage system disposal or residential sewerage shall be permitted on said property.

All chimneys and flues built and constructed upon said property shall be built of either brick or stone.

Upon the failure of the grantee, his heirs or assigns to comply with the conditions and covenants herein contained, the grantor at its option may upon reasonable notice to the owner cancel this conveyance and said property and appurtenances shall immediately revert to the grantor." (Affects Lots 13, 14 and the South ½ of Lot 15).

C. Restrictive covenants in deed through which title is claimed from Similk Beach Development Co., recorded February 10, 1956, under Auditor's File No. 545041, as follows:

"No building other than dwelling house and appurtenances shall be placed upon said land, and no building, other than a garage, costing less than \$\_\_\_\_ shall be built or erected upon said property,

-Continued-



## EXCEPTIONS CONTINUED:

## C. Continued:

and no building shall be built or constructed or moved on said property less than 10 feet from the front lines thereof, and all buildings must be painted, stained or stuccoed within 90 days from time they are moved or erected, except such buildings as are built with logs, stone, or other natural or unfinished material, which buildings may be left in their natural state.

Said property shall only be used for residence purposes and shall not at any time be used by any person to carry on any mercantile or other business for gain or profit, except that the owner may build and maintain cottages and houses for rent.

No open toilets shall be permitted, and only septic tanks, chemical closets or sewerage system disposal or residential sewerage shall be permitted on said property.

All chimneys and flues built and constructed upon said property shall be built of either brick or stone.

Upon the failure of the grantee, his heirs or assigns to comply with the conditions and covenants herein contained, the grantor at its option may upon reasonable notice to the owner cancel this conveyance and said property and appurtenances shall immediately revert to the grantor." (Affects the North ½ of Lot 15).

D. Restrictive covenants in deed through which title is claimed from Similk Beach Development Co., recorded November 16, 1959, under Auditor's File No. 587887, as follows:

"(a) All buildings must be painted, stained or stuccoed within 90 days from time they are moved upon or erected upon the premises therein conveyed, except such buildings as are built with logs, stones, or other natural or unfinished material, which buildings may be left in their natural state.

(b) All buildings shall be set back not less than 20 feet from the front property line.

(c) Said premises shall not at any time be used by any person to carry on any mercantile or other business for gain or profit.

(d) No open toilets shall be constructed or used.

(e) All chimneys and flues built and constructed upon said property shall be built of either brick or stone.

(f) There shall be no camping or tenting by third parties upon said premises without consent of seller first obtained.



EXCEPTIONS CONTINUED:

D. Continued:

Upon the failure of the Grantees, their heirs or assigns, to comply with the conditions and covenants herein contained, the Grantor at its option may, upon reasonable notice to the owner, cancel this conveyance, and said property and appurtenances shall immediately revert to the Grantor." (Affects Lot 16)

E. SKAGIT COUNTY CONDITIONAL AGREEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF:

For: Alternative Sewage System Installations  
Date: May 3, 1994  
Recorded: May 3, 1994  
Auditor's File No. 9405030044

F. NOTICE OF ON-SITE SEWAGE SYSTEM STATUS AND REPAIR AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: Skagit County  
AND: Jack V. Vesser  
RECORDED: August 30, 1994  
AUDITOR'S NO.: 9408300092