

AFTER RECORDING MAIL TO:  
Mr. and Mrs. Michael R. Hoffman  
12613 Wabash Avenue  
Redlands, CA 92373



200502040155  
Skagit County Auditor

2/4/2005 Page 1 of 3 4:01PM

Filed for Record at Request of  
First American Title Of Skagit County  
Escrow Number: A82176

## Statutory Warranty Deed

Grantor(s): John R. Cox  
Grantee(s): Michael R. Hoffman and Keri B. Hoffman  
Assessor's Tax Parcel Number(s): P68387, 3978-000-013-0007

FIRST AMERICAN TITLE CO.

A82176E

THE GRANTOR John R. Cox, a married man as his separate estate, as third party nominee for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Michael R. Hoffman and Keri B. Hoffman, husband and wife the following described real estate, situated in the County of Skagit, State of Washington.

Lot 13, "RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 7", as per plat recorded in Volume 7 of Plats, pages 57 and 58, records of Skagit County, Washington.

SUBJECT TO the Easements, Restrictions and other Exceptions set forth on Exhibit "A" attached hereto.

Dated: January 16, 2005

John R. Cox

#584  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

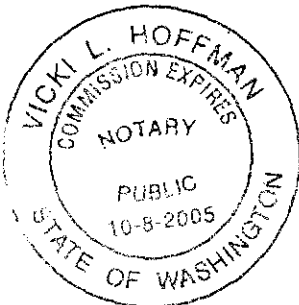
FEB 04 2005

Amount Paid \$  
By Skagit Co. Treasurer  
Dauity

STATE OF Washington }  
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that John R. Cox, the persons 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.

Date: 1-18-05



Vicki L. Hoffman  
Notary Public in and for the State of Washington  
Residing at Anacortes  
My appointment expires: 10-8-05

A. Right of the public to make all necessary slopes for cuts and fills upon the lots, blocks or tracts shown on the plat in the reasonable original grading of all the streets and avenues shown thereon; also easements for roads, water mains and power lines on such lots, blocks or tracts as is necessary for ingress and egress to adjacent lots, blocks or tracts; and also the right to drain all streets over and across any lot or lots where water might take a course after the streets are graded, as granted in the dedication of the plat.

B. RESERVATIONS AND/OR EXCEPTIONS CONTAINED IN INSTRUMENT, AND AS SET FORTH ON THE FACE OF SAID PLAT:

From: Orville B. McCorkle and Esther M.  
McCorkle, husband and wife  
Recorded: December 3, 1969  
Auditor's No.: 733598  
As Follows:

"All lots, tracts or parcels of land embraced in this plat are subject to and shall be sold only under the following restrictions:

a. No permanent structure or building shall be constructed on any lot, tract or parcel of this plat or adjoining property as designated which does not conform to Skagit County Zoning Regulations.

b. The lots herein shall be used for dwelling property only and no part thereof shall be used for any dance hall, store, amusement resort or for any commercial purpose of any nature whatsoever.

c. That the described property shall never be conveyed to more than one owner at the same time, provided that the interpretation of this clause shall mean that a husband and wife shall be considered as one owner.

d. There shall be only one main residence to each lot; main residence to have a value of not less than \$12,000.00 and any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance within one year from the date of commencement of construction and shall be connected to a septic tank and drain field.

e. No building or structure shall be built or constructed any nearer than 80 feet from the outer boundary line nearest the waters of Puget Sound.

f. This contract shall not be assigned without the written consent of the vendors and upon any attempt to so assign the same, whether by operation of law or otherwise, this contract shall be void.

g. These covenants are to run with the land and shall be binding on all parties claiming under them until January 1, 1975, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of a majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

h. If the parties or any one of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development or subdivision to prosecute any proceedings attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.



200502040155  
Skagit County Auditor

i. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

C. Terms and provisions of that certain contract dated July 19, 1962, made between O.B. McCorkle and Esther M. McCorkle, husband and wife, and Del Mar Community Service, Inc., a Washington corporation, providing among other matters for the development of the water system and other facilities and issuance of certificates of membership; recorded January 9, 1963 under Auditor's File No. 630694. For the full particulars of said instrument, we refer you to the recorded document.

D. Right of the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

E. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

|                |  |
|----------------|--|
| Grantee:       | Del Mar Community Service, Inc.  |
| Recorded:      | July 1, 1976   |
| Auditor's No:  | 838267   |
| Purpose:       | Ingress, egress and for installing, constructing, maintaining, repairing and replacing water line or lines |
| Area Affected: | Southeasterly 6 feet running parallel to and adjacent to the County Road                                   |

F. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING RECORDED SURVEY:

|                |                             |
|----------------|-----------------------------|
| Recorded:      | November 12, 2002           |
| Auditor's No.: | 200211120234                |
| Affects:       | Portion of subject property |

Note # 1.: We note the following recorded documents which may affect building or land use. Governmental regulations are not a matter of title insurance and said documents are shown as a courtesy only. Reference is made to the record for the full particulars. Matters set forth in said notice/agreement (s) may have expired, changed or may change in the future without recorded notice.

|                     |                                   |
|---------------------|-----------------------------------|
| Auditor's File No.: | 200212060209                      |
| Document Title:     | Notice                            |
| Regarding:          | Protected Critical Area Site Plan |

|                     |                 |
|---------------------|-----------------|
| Auditor's File No.: | 200304040138    |
| Document Title:     | Order           |
| Regarding:          | Building Permit |



200502040155  
Skagit County Auditor