

When recorded return to:
Finis G. Tupper and Pamela M. Tupper
711 Daley Street
Edmonds, WA 98020

Recorded at the request of:
Guardian Northwest Title
File Number: A110941



201603040021

Skagit County Auditor

\$75.00

3/4/2016 Page

1 of

3 10:20AM

Statutory Warranty Deed

A110941
GUARDIAN NORTHWEST TITLE CO.

THE GRANTORS Philip M. Black and Sandra A. Black, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Finis G. Tupper and Pamela M. Tupper, husband and wife the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:

Lot 31, Block 3, Holiday Hideaway No. 1

Tax Parcel Number(s): P65868, 3926-003-033-0000

Lot 31, Block 3, Holiday Hideaway No. 1, according to the Plat thereof, recorded in Volume 8 of Plats, Pages 36 to 42, inclusive, records of Skagit County, Washington.

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "A" attached hereto

Dated 3/01/2016

Philip M. Black

Sandra A. Black

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2016 692

MAR 04 2016

STATE OF Washington }
COUNTY OF Skagit } SS:

Amount Paid \$ 3,209.⁰⁰
Skagit Co. Treasurer
By M. M. Deputy

I certify that I know or have satisfactory evidence that Philip M. Black and Sandra A. Black, the persons who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 3-3-16

Printed Name: Vicki L. Hoffman

Notary Public in and for the State of

Washington

Residing at Coupeville

My appointment expires: 10/8/17

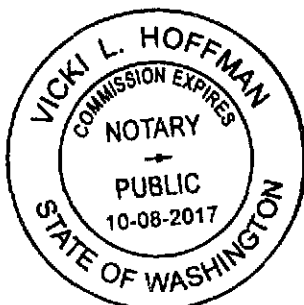


EXHIBIT A

EXCEPTIONS:

A. Terms and conditions of Articles of Incorporation and Bylaws of Holiday Hideaway Association, including restrictions, regulations and conditions for dues and assessments, as established and levied pursuant thereto, including, but not limited to those as set forth under Auditor's File No. 201503240074. (Holiday Hideaway Association was formerly known as Guemes Island Beach Club.)

B. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Holiday Hideaway No. 1
Recorded: August 24, 1962
Auditor's No.: 625483

C. Reservations contained in deeds from the State of Washington recorded in Volume 68 of Deeds, page 633; Volume 90 of Deeds, page 267; and Volume 101 of Deeds, page 113, reserving to the grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry.

(Affects: Properties Abutting Tidelands)

D. Terms and provision of documents recorded as Auditor's File Nos. 8203290018, 8203290019 and 200601100165 regarding the Homeowner's Association.

E. PROVISIONS CONTAINED IN CONTRACTS THROUGH WHICH TITLE IS CLAIMED, AS FOLLOWS:

"...Buyer agrees to pay, in addition to any other sums or charges herein provided, to the nonprofit GUEMES ISLAND BEACH CLUB, according to its Articles and By-Laws, his proportionate share of the cost of maintenance and upkeep of its property and facilities.

Water will be made available to the property through distribution lines to be installed by Municipal Water District or private water company, such installation to be financed in such manner as may be determined by such District or Company. In the event that such lines are not so installed within three years from the date hereof, or sooner, at Seller's option, Seller shall install such distribution lines and water system for the use of Buyer, and Buyer agrees to use said lines when they have been installed. Buyer agrees to pay, upon completion, a hook up charge to the said distribution lines and a periodic use charge. In such case Buyer and Seller agree that Seller may, at its discretion, continue to own, control, operate and maintain the water distribution lines, or may transfer the water distribution lines to any public or private utility.

Seller reserves the right to remove such standing timber, deadfalls, brush and other ground cover as shall be necessary, in Seller's option, to open the view of adjacent lots..."

(For your information, Holiday Hideaway Country Club is the apparent successor to Guemes Island Beach Club.)

F. TERMS AND CONDITIONS OF DOCUMENT:

Recorded: February 15, 1968
Auditor's No.: 710270

Said instrument was modified by instrument recorded January 15, 1969, under Auditor's File No. 722327.

G. TERMS AND CONDITIONS OF DECLARATION OF EASEMENT FOR PRIVATE ROADWAY:

Recorded: April 10, 1969
Auditor's No.: 725226
Affects: A portion of Tract B

H. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line ordinary high water of Puget Sound/Guemes Channel/Cooks Cove/Long Bay.

I. 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.)

J. Any question of the location of lateral boundaries and the seaward boundaries of the second class tidelands/shorelands described herein.

K. Provisions and matters regarding Boundary Line Adjustment set forth on document recorded under Auditor's File No. 201507160011.

L. AGREEMENT, AND THE TERMS AND PROVISIONS THEREOF:

Between: Skagit County
And: Holiday Hideaway Association, a Washington non-profit corporation, d/b/a Holiday Hideaway Water Company
Dated: October 6, 2015
Recorded: October 9, 2015
Auditor's No.: 201510090078
Regarding: Water line franchise agreement