

After Recording Return To:

Alice Kimberly West
P. O. Box 1552
Mount Vernon, WA 98273



201907230132

07/23/2019 03:43 PM Pages: 1 of 7 Fees: \$107.50
Skagit County Auditor

GUARDIAN NORTHWEST TITLE CO.
AFFIDAVIT OF MERGER JM 2059
ACCOMMODATION RECORDING ONLY

This Affidavit of Merger is being executed and recorded to memorialize on the record that the Restrictive Covenant recorded July 5, 1996 as Auditor's File No. 9607050005 is hereby released by Alice Kimberly West the sole holder of both the servient and dominant estates in the properties affected by said Restrictive Covenant.

Said Restrictive Covenant created a servient estate, in the property described at Section 2 of the attached Restrictive Covenant, on property owned by the Halvorsons. By successive deeds of record the Halvorson interest passed to Douglas A. West and Alice K. West, husband and wife, see Auditor's File No. 200406210229.

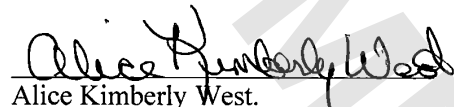
Said Restrictive Covenant created a dominant estate, in the property described as Schedule "A-1" of the attached Restrictive Covenant, on property owned by Garland and Miner. Garland and Miner conveyed their interest to the Wests by deed recorded as Auditors' File No. 9712230037.

The interest of Douglas A. West passed to Alice Kimberly West pursuant to Community Property Agreement recorded November 29, 2018 as Auditor's File No. 201811290094; and, Death Certificate recorded November 29, 2018 as Auditor's File No. 2018112900905; and by, Affidavit In Support of Community Property Agreement recorded December 3, 2018 as Auditor's File No. 201812030155.

THEREFORE, as the sole owner of both the servient and dominant estates in the properties subject to Restrictive Covenant recorded as Auditor's File No. 9607050005, a copy of which is attached hereto, Alice Kimberly West declares said estates to be merged and the Restrictive Covenant to be of no further force and affect.

RE: tax parcels P62226 and P62233.

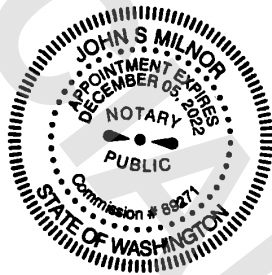
This AFFIDAVIT is made this 24 day of July, 2018.


Alice Kimberly West.

STATE OF WASHINGTON
COUNTY OF SKAGIT

On this day personally appeared before me Alice Kimberly West to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged the she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24 day of July, 2019.



John S. Milnor
Notary Public in and for the State of Washington
Residing at Mount Vernon
My appointment expires on 12/05/2022

After recording return to:

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T-78875-E

LAND TITLE COMPANY OF SKAGIT COUNTY

9607050005

Restrictive Covenant

The undersigned parties, being owners of certain real property within Skagit County, Washington, as inducement and consideration for the purchase of real property from a third party by Garland, hereby jointly and severally agree as follows:

1. Parties. The parties to this agreement are:

- a. Leonard Halverson and Jeanne Halverson, husband and wife, hereinafter called "Halverson";
- b. Donald E. Garland, Jr., a single man, dba Garland Construction, hereinafter called "Garland," / and Lynn Miner, a*
*single woman

2. Halverson Legal Descriptions. Halverson is the owner of real property legally described as follows:

Lot 7, Block 6, "BINGHAM ACREAGE," as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington.
Except the East 20 feet thereof;
Also, except the South 38.71 feet thereof;
Also, except the West 1 (one) foot thereof;
 Situated in Skagit County, Washington.

3. Garland and Miner Legal Description. Garland has purchased or will purchase that real property legally described on the attached Schedule "A-1", incorporated herein by reference.

4. Restrictive Covenants. Halverson hereby agrees that the real property legally described in Section 2 above shall be subject to the following restrictive covenants, which shall benefit that real property legally described in Section 3 above:

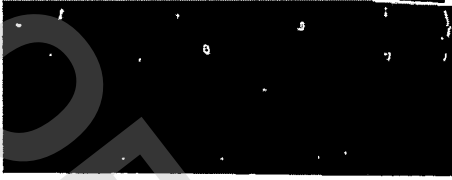
A. Any construction, buildings, additions, repairs, and improvements, and any trees, landscaping, or vegetation now located, allowed to grow, or to be placed on that real property legally described in Section 2 above shall be limited in height, and so situated, so as no not impede or impair the scenic view from that real property legally described in Section 3.

B. Any construction, buildings, additions, repairs, and improvements, and any trees, landscaping, or vegetation now located, allowed to grow, or to be placed on that real property

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legally described in Section 2 above shall not exceed a height of four (4) feet above the highest point of that real property legally described in Section 2, nor exceed a height of 20 feet from the ground at the highest point, whichever is less.


C. These restrictions are cumulative, and not in the alternative.


5. Successors in Interest. The parties agree that this Restrictive Covenants agreement, and the promises made herein, constitutes a covenant running with the real property described above and shall be binding on and benefit the parties hereto, their heirs, assigns and successors in interest to such property, and that this Agreement shall be filed for record in the office of the Skagit County Auditor.


6. Remedies. In the event these covenants are violated by the owners of the real property legally described in Section 2, the owners of benefited real property, legally described in Section 3, may seek judicial relief, including injunctive relief and specific performance, in addition to any other remedy available at law or equity.


7. Ownership. Halverson hereby declares that he/they is/are the sole owner(s) of the property described herein and has/have full power to commit said property to this Agreement.

DATED this 2nd day of July, 1996.


Leonard Halverson


Donald E. Garland, Jr., aka
Garland Construction


Jeanne Halverson


Lynn Miner

9607050005

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EX1564PG0416

STATE OF WASHINGTON)
) ss.
 County of Skagit)

I, the undersigned Notary Public, in and for the State and County, do hereby certify that on this day personal appeared before me Jeanne Halverson and Leonard Halverson, to me known to be the individuals described in and who executed the within instrument and acknowledged that he/they signed and sealed the same as his/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 2nd day of July, 1996.

Candace M. Taylor
 Notary Public in and for the State of
 Washington, residing at
Mount Vernon
 My commission expires: 11/1/97
 Print name: Candace M. Taylor

STATE OF WASHINGTON)
) ss.
 County of Skagit)

I, the undersigned Notary Public, in and for the State and County, do hereby certify that on this day personal appeared before me Donald E. Garland, Jr. and Lynn J. Miner to me known to be the individuals described in and who executed the within instrument and acknowledged that he/they signed and sealed the same as his/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 2nd day of July, 1996.

Candace M. Taylor
 Notary Public in and for the State of
 Washington, residing at
Mount Vernon
 My commission expires: 11/1/97
 Print name: Candace M. Taylor

Schedule "A-1"

T-78875-E

DESCRIPTION:

PARCEL "A":

Lot 14, Block 6, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The South 38.71 feet of Lot 7, Block 6, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

The West 1 (one) foot and the East 20.00 feet of Lot 7, Block 6, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington; EXCEPT the South 38.71 feet thereof.

TOGETHER WITH that portion of the right-of-way which, upon vacation, attached to the North line of said Lot 7 and which lies West of the Southerly prolongation of the East line of the West 3.43 feet of Lot 9, Block 3, "BINGHAM ACREAGE".

TOGETHER WITH a non-exclusive easement over, under, and through the East 14.00 feet of the West 15.00 feet of said Lot 7, including that portion of the vacated right-of-way adjacent to the North line thereof which lies West of the Northerly prolongation of the East line of the West 15.00 feet of said Lot 7 for construction, maintenance, and operation of a water line to be installed within the above described parcel, EXCEPT the South 38.71 feet of said Lot 7.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

The East 1 (one) foot of the West 3.43 feet of Lot 2, Block 3, "BINGHAM ACREAGE, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington; EXCEPT the North 10.00 feet thereof.

Situate in the County of Skagit, State of Washington.

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PARCEL "E":

TOGETHER WITH a non-exclusive easement over, under, and through the East 15.00 feet of the West 17.43 feet of said Lot 3 for construction, maintenance, and operation of a water line.

PARCEL N°:

TOGETHER WITH that portion of the right-of-way which, upon vacation, attached to the South line of said Lot 9 and which lies between the Southerly projection of the sidelines of the hereinabove described 1 (one) foot strip.

Situate in the County of Skagit, State of Washington.

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