

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 buildings, shall be built, constructed or moved on said property less than Twenty feet from the front line 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 lands shall not at any time ever be sold, leased to, or occupied by any person not of the Caucasian race. 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.

There shall be no camping or tenting by third parties upon said property without the written consent of the owner.

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

The stock in said holding corporation and membership in said golf club shall be issued to and held only by the owner of said land, and shall run with the land purchased by the respective owners, and the said stock and membership shall not at any time be sold separate from the land, but the owning and holding thereof shall at all times be a covenant and condition running with the land, and upon the sale and conveyance of said land, the said stock and membership shall automatically be transferred and become the property of the owner of said land and said stock and golf membership shall be subject to such other rules, regulations and by-laws as may be made by said holding corporation.

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 appurtenances shall immediately revert to the grantor.

amount received from the sale of said properties, excepting therefrom sales and advertising costs until the sum of \$25,000.00 has been expended in said purchase price, improvements and developments, and thereafter the sum of eighty per cent of the amount received from the sales of property, excepting sales and advertising costs, until said improvements are complete, the said total amount to be expended in said purchase price and improvements, not to exceed the sum of \$45,000.00.

The Grantor agrees that it will at its own costs and expense upon the completion of the golf course, organize and form a holding corporation to be named and known as the Similk Bay Golf Club, to take over and hold the properties hereinafter described, and at the time the same is formed, that the grantor will transfer and convey to said holding corporation, said golf course, tennis courts, play grounds, water rights and water system, private ways and private roads, and the right to use the tide lands of the Company for the pleasure purposes only, all to be held in trust by said corporation for the respective property owners of lands now owned or hereafter acquired by the Grantor, and being a part of the Similk Beach Development project. The said properties taken over by said corporation will also be held in trust for the use and benefit of any and all property now owned by the Grantors or hereafter acquired by Grantor as part of said project, and which is still unsold at the time of said transfer to said holding corporation, and the purchasers of said property shall have the same rights and privileges in the property held in trust as prior purchasers. The purchasers of land from the Grantor in the Similk Beach Development project shall receive stock in said holding corporation, and a membership in said golf course. Provided that the grantor and the incorporators of the Grantor may hold and keep control of the majority of the stock in said holding corporation for a period of ten years from January 1, 1928, or during and until the full development of the project, and that the same shall be controlled by the Grantor during said time.

The above real estate is conveyed to the grantee, subject to the following conditions, and restrictions, which is understood are covenants and conditions running with the land.

Dated this 4th day of December, 1930.

Similk Beach Development Company

Attest Ira L. Barnett Secretary R. D. Turner President



122014

State of Washington: ss
County of Skagit :

On this 4th day of December, 1930, before me personally appeared, R. D. Turner and Ira L. Barnett, to me known to be the President and Secretary of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof, I have hereunto set my hand and affixed official seal the day and year first above written.



Edw. Danielson

Notary Public in and for the State of Washington, residing at Mount Vernon.



RECEIVED FOR RECORD AT
10:01 - a Jan. 20 1931
at request of Winston J. Thomas
EDW. DANIELSON, Auditor
Skagit Co., Washington

PLATS OF
 BEACH VIEW ADDITION - WEST GOLF ADDITION
 SOUND VIEW ADDITION NO.2 - MADRONA VIEW ADDITION
 TO SIMILK BEACH - SKAGIT COUNTY
 WASHINGTON

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, the Similk Beach Development Co., a corporation, is the owner in fee simple of the lands described and set forth in the within and attached Plats of Beach View Addition, West Golf Addition, Sound View Addition No. 2 and Madrona View Addition to Similk Beach, Skagit County, Washington, and with the consent of the Mount Vernon Investment Company, a corporation, the mortgagee, has caused the same to be platted into lots, roads, streets and lanes as set forth in said plats.

The width of the streets and roads is 30 and 40 feet, and the width of the lanes and alleys is 13 and 10 feet, which we hereby dedicate and donate said roads, streets, lanes and alleys to the public use forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 12th day of November, 1930.

Similk Beach Development Co., a corporation
 By *R.D. Turner* President
 Mount Vernon Investment Company, a corporation, Mortgagee
 By *Frank C. Pickering*



Attest: *Ira L. Barnett* Secretary

State of Washington) ss
 County of Skagit

State of Washington) ss
 County of Skagit

On this 12th day of November, 1930, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R.D. Turner and Ira L. Barnett, to me known to be the President and Secretary of the Similk Beach Development Co., the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

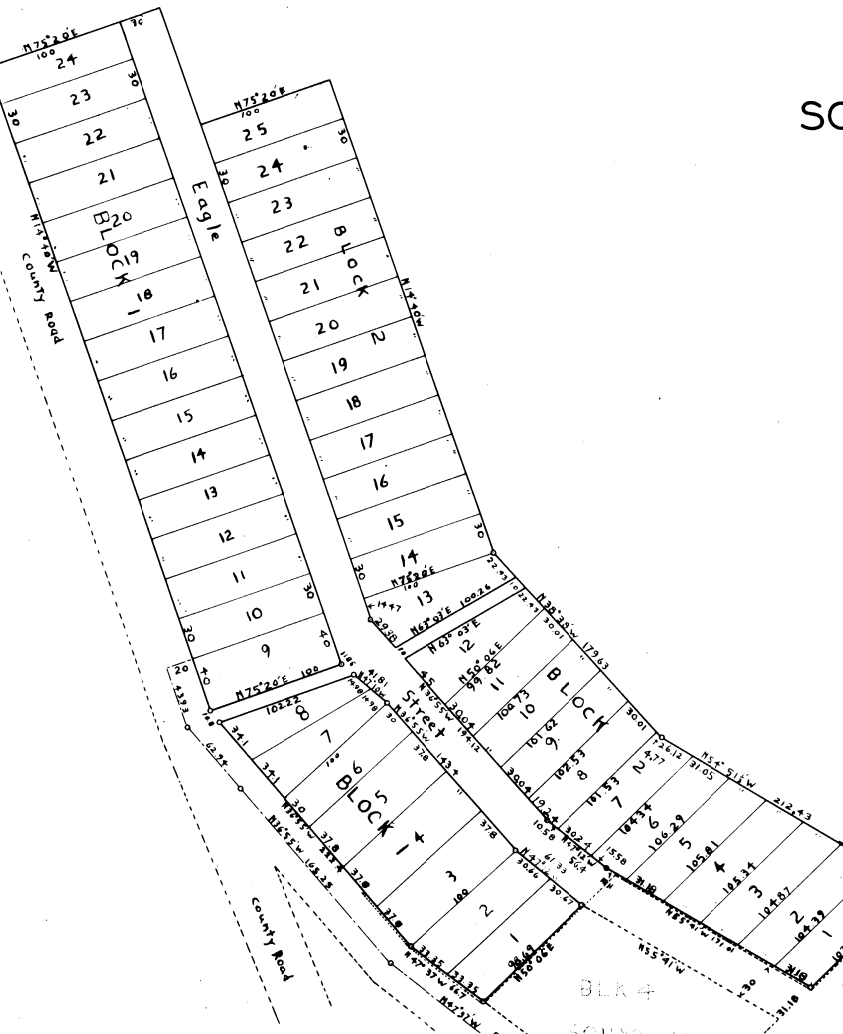
This is to certify that on this 12th day of November, 1930, before me, a notary public, in and for the State of Washington, duly commissioned and sworn, personally came Frank C. Pickering, to me known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Stan O'Carroll
 Notary Public in and for the State of Washington, residing at Mount Vernon.

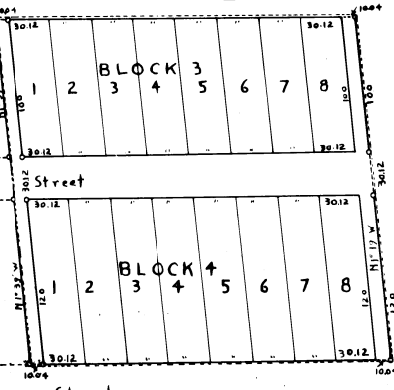
Stan O'Carroll
 Notary Public in and for the State of Washington, residing at Mount Vernon.



SOUND VIEW ADDITION NO. 2 TO SIMILK BEACH

SCALE: 60' = 1"
 DESCRIPTION

This plat of Sound View Addition No. 2 to Similk Beach, is situated in Lot 1, Section 8 and Lot 6 Section 9 all in Township 34 North, Range 2 East, W.M. It comprises Blocks 1, 2, 3 and 4, also the road, streets and lanes on this plat. This Addition lies north of Block 7 of Similk Beach, and north-easterly and easterly side of Blocks 2, 3 and 4 of Sound View Addition to Similk Beach, and conforms to said Similk Beach and Sound View Addition.



TREASURER'S CERTIFICATE
 I hereby certify that all taxes heretofore levied and which have become a charge on the property, namely, Beach View Addition, West Golf Addition, Madrona View Addition, and Sound View Addition No. 2, have been fully paid and discharged according to the books.

W.H. Whitney
 County Treasurer.
 Dated Nov. 13th, 1930.

COMMISSIONER'S CERTIFICATE
 Examined and approved this 14th day of Nov. 1930
Charles Hayes
 Chairman of County Commissioners and County Engineer.

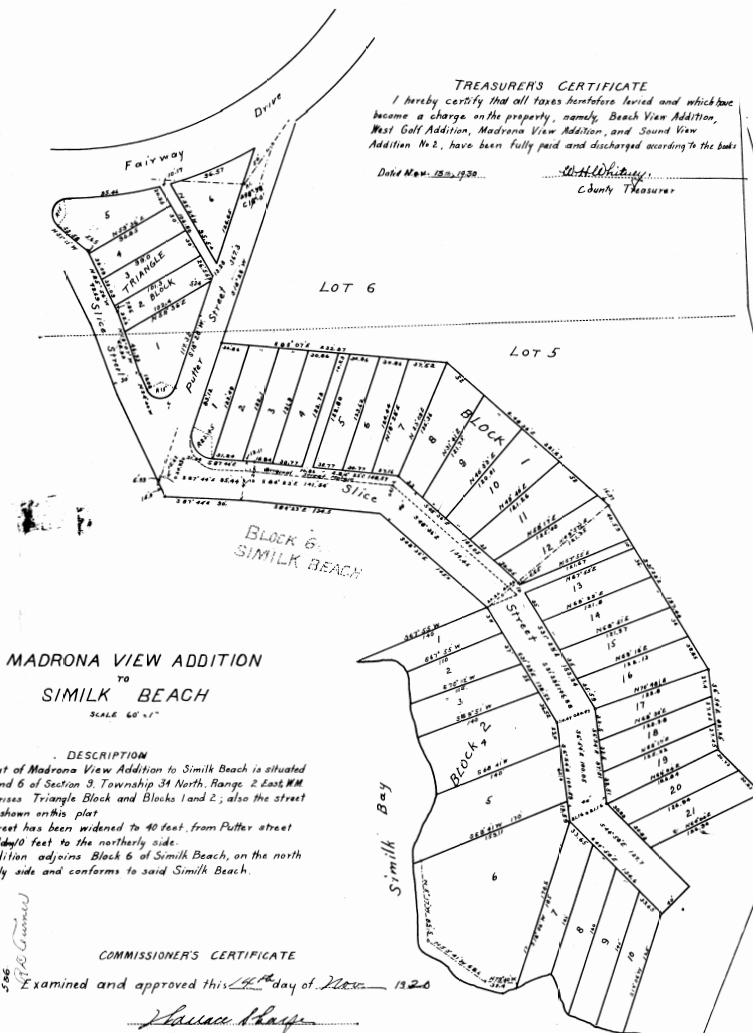
Filed for Record at the request of R.D. Turner on the 14th day of Nov. 1930 at 3:24 P.M. and recorded in Volume 5 of Plats at pages 5 & 6

F. E. BERTRAND
 Skagit County Auditor
 By *Will B. Ellis* Dep. Auditor.



(See also plat page)

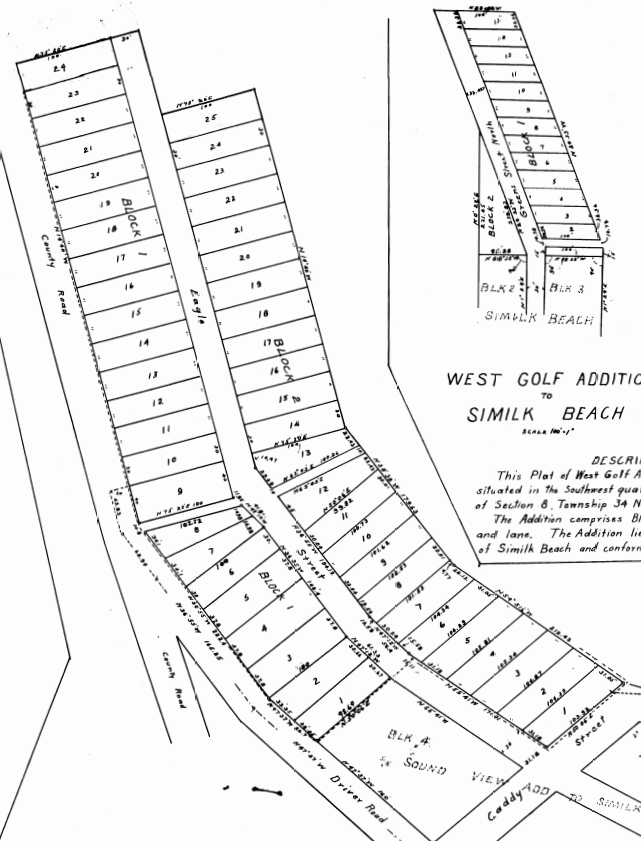
TREASURER'S CERTIFICATE
 I hereby certify that all taxes heretofore levied and which have become a charge on the property, namely, Beach View Addition, West Golf Addition, Madrona View Addition, and Sound View Addition No. 2, have been fully paid and discharged according to the books.
 Date Mar. 18, 1920
 W. H. [Signature]
 County Treasurer



MADRONA VIEW ADDITION TO SIMILK BEACH
 SCALE 60'-1"

DESCRIPTION
 This Plat of Madrona View Addition to Similk Beach is situated in Lots 5 and 6 of Section 3, Township 34 North, Range 2 East, W.M. It comprises Triangle Block and Blocks 1 and 2, also the street and lanes shown on this plat.
 Slice street has been widened to 40 feet, from Putter street east by adding 10 feet to its northerly side.
 This Addition adjoins Block 5 of Similk Beach, on the north and easterly side and conforms to said Similk Beach.

COMMISSIONER'S CERTIFICATE
 Examined and approved this 14th day of March, 1920
 [Signature]
 Chairman of County Commissioners and County Engineer

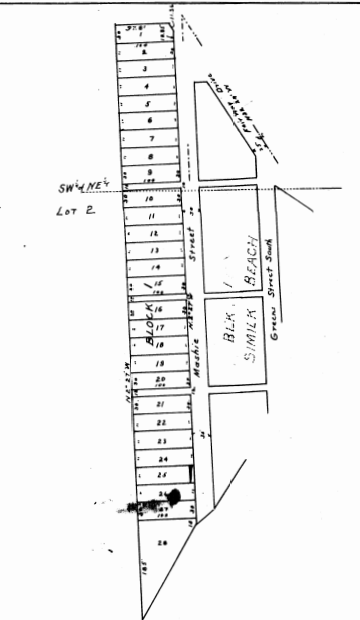


WEST GOLF ADDITION TO SIMILK BEACH
 SCALE 100'-1"

DESCRIPTION
 This Plat of West Golf Addition to Similk Beach is situated in the Southwest quarter of the Northeast quarter of Section 8, Township 34 North, Range 2, East, W.M. The Addition comprises Blocks 1 and 2, and the street and lane. The Addition lies north of Blocks 2 and 3 of Similk Beach and conforms to Similk Beach.

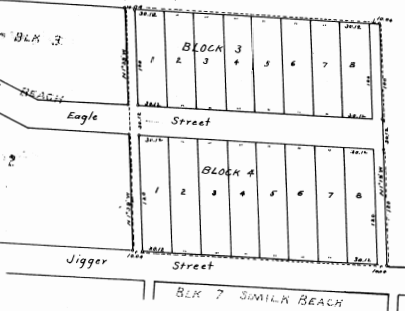
SOUND VIEW ADDITION NO. 2 TO SIMILK BEACH
 SCALE 60'-1"

DESCRIPTION
 This plat of Sound View Addition to Similk Beach is situated in Lot 1, Section 8 and Lot 6 Section 9 all in Township 34 North, Range 2 East, W.M. It comprises Blocks 1, 2, 3 and 4, also the road, streets and lanes on this plat. This Addition lies north of Block 7 of Similk Beach, and northerly and easterly side of Blocks 2, 3 and 4 of Sound View Addition to Similk Beach and conforms to said Similk Beach and Sound View Addition.



BEACH VIEW ADDITION TO SIMILK BEACH
 SCALE 100'-1"

DESCRIPTION
 This Plat of Beach View Addition to Similk Beach is situated in Lot 2 and the Southwest quarter of the Northeast quarter of Section 8, Township 34 North, Range 2, East, W.M. The Addition comprises Block 1 and the lanes shown on this plat. The Addition lies west of Block 1, Similk Beach and conforms to the street and lanes in said Block.



Filed for record at the request of Similk Beach Development Co. on the _____ day of _____ 1920 at _____ minutes past _____ M. and recorded in Volume 5 of plats of page _____ Records of Skagit County, Wash.
 By _____ Auditor of Skagit County
 By _____ Deputy