

AFTER RECORDING MAIL TO:
Mr. and Mrs. John A. Kotwis
23207 82nd Place West
Edmonds, WA 98026-8720



200303060097
Skagit County Auditor

3/6/2003 Page 1 of 2 11:17AM

Filed for Record at Request of
Land Title Company Of Skagit County
Escrow Number: 105150-PE

LAND TITLE COMPANY OF SKAGIT COUNTY

Statutory Warranty Deed

Grantor(s): C. Richard Mahaffey and Eileen Mahaffey
Grantee(s): John A. Kotwis and Teresa A. Kotwis
Abbreviated Legal:
Assessor's Tax Parcel Number(s): 3872-000-012-0005/P63812, P63812

THE GRANTOR C. RICHARD MAHAFFEY and EILEEN MAHAFFEY, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to JOHN A. KOTWIS and TERESA A. KOTWIS, husband and wife the following described real estate, situated in the County of Skagit, State of Washington.

Lot 12, "CASCADE RIVER PARK NO. 2," as per plat recorded in Volume 9 of Plats, pages 20 and 21, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Subject to: Schedule "B-1" attached hereto and made a part thereof.

Dated February 26, 2003

C. Richard Mahaffey
C. Richard Mahaffey

Eileen Mahaffey
Eileen Mahaffey

#1059
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 06 2003

STATE OF Washington }
COUNTY OF Skagit SNOHOMISH } SS:

Amount Paid \$ 1392³⁰
Skagit Co. Treasurer
By [Signature] Deputy

I certify that I know or have satisfactory evidence that C. Richard Mahaffey and Eileen Mahaffey 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: March 2, 2003

Marcella Wigg
Notary Public in and for the State of Washington

Residing at Woodinville, WA
My appointment expires: 6-13-05

EXCEPTIONS:

- A. The right granted to the public in the Plat to make all necessary slopes for cuts and fills upon the lots and blocks shown on the Plat in the original reasonable grading of all roads shown thereon. The County or its successors shall have the right to continue to drain all roads and easements over and across any lot or lots where water might take a natural course after the roads are graded.
- B. Restrictions contained on the face of the Plat of "CASCADE RIVER PARK NO. 2", but omitting restrictions, if any, based on race, color, religion or national origin, a copy of which is hereto attached.
- C. An easement 20 feet in width, parallel with and adjacent to the line of ordinary high water for the purpose of walking access to the Cascade River for all members of the Cascade River Community Club, Inc.
- D. Construction and maintenance obligations set forth on the Plat as to the roads shown on the Plat, a copy of which is hereto attached.
- E. An easement 5 feet in width, parallel with and adjacent to all lot lines for purposes of utilities and drainage, as set forth on the face of the Plat.
- F. Any question that may arise due to shifting or changing in course of the Cascade River.

NOTE: The face of the Plat provides as follows:

"All of the private road system within the Plat is designated as Tract "A".



- G. Provisions contained in instrument recorded May 23, 1974, under Auditor's File No. 801273, as follows:
 - 1. It is agreed by the parties hereto, that the said property herein described shall be subject, but not limited, to the following restrictions:
 - a. No garbage, waste, materials or obnoxious matters to be thrown or allowed to drain into the waters of the Cascade River or its tributaries.
 - b. No commercial enterprises to be allowed on property covered by this contract.
 - 2. It is agreed that non of the property embraced in this contract shall be used, or the buildings erected thereon utilized for the purpose of selling hard liquors, or conducting a road-house, dance hall, tourist camp, or place where gambling is permitted.
 - 3. This contract for deed is subject to reservations, restrictions, and easements of record and subject to annual maintenance dues of Cascade River Community Club, Inc., which shall not exceed \$2.00 per month, which the purchaser herein agrees to pay. The dues are payable yearly in advance on July 1st of each year.
 - 4. Purchasers covenant and agree that the above described real estate shall be subject to the charges and assessments provided for in, and for the purposes set forth in the Articles of Incorporation and the By-Laws of the Cascade River Community Club, Inc., a non-profit and non-stock Washington corporation and that said corporation shall have a valid first lien against the above described real estate for said charges and assessments; and in addition to the remedies set forth in said Articles of Incorporation and By-Laws, that if said charges and assessments levied by said corporation shall not be paid within four (4) months after they shall become due and payable, then said corporation may proceed by appropriate action to foreclose its lien together with such sums as the court may adjudge reasonable attorney's fees in such action. The undersigned hereby acknowledges receipt of copies of said Articles of Incorporation and By-Laws of the Cascade River Community Club, Inc. This provision is a covenant running with the land and is binding on the purchasers, their heirs, successors and assigns.
- H. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line of ordinary high water of the Cascade River.



200303060097
Skagit County Auditor