

AFTER RECORDING MAIL TO:

Thomas Shaughnessy and Jana Shaughnessy
249 N. Burke Drive
Camano Island, WA 98282



200506290099
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

STATUTORY WARRANTY DEED

Escrow No.: 505007
Title Order No.: 116825-P

THE GRANTOR(S)

Patrick F. Kane and Elizabeth J. Kane Husband and Wife

for and in consideration of Ten dollars and other good and valuable consideration in hand paid, conveys, and warrants to

Thomas Shaughnessy and Jana Shaughnessy Husband and Wife

the following described real estate, situated in the County of Skagit, State of Washington:

LOT 20, BLOCK K, CAPE HORN ON THE SKAGIT DIVISION NO. 2, AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGES 14 THROUGH 19, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.
SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Assessor's Property Tax Parcel/Account Number: P63346

Subject to Exhibit A attached hereto

Dated:

6/25/05

Patrick F. Kane

Patrick F. Kane

Elizabeth J. Kane

Elizabeth J. Kane

3354
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 29 2005

Amount Paid \$ 2,047.00
By Skagit Co. Treasurer Deputy

STATE OF Washington

COUNTY OF King

I, Andrea N. Kulp, a Notary Public of the County and State first above written, do hereby certify that Patrick F. Kane and Elizabeth J. Kane personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 25th day of June, 2005.

Andrea N. Kulp
Notary Public

My Commission Expires: 12/09/07

(SEAL)



Exhibit A

Restrictions on other lots in said plat imposed by various instruments of record which may be notice of a general plan, as follows:

"Grantees covenant and agree that the above described real estate shall be subject to the charges and assessments as provided for in and for the purpose set forth in the Articles of Incorporation and the By-Laws of the Cape Horn Maintenance Co., a non-profit, 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 sum as the court may adjudge reasonable attorneys fees in such action. The Grantee hereby acknowledges receipt of copies of said Articles of Incorporation and By-Laws of the Cape Horn Maintenance Co. This provision is a covenant running with the land and is binding on the Grantee, their heirs, successors and assigns.

- SUBJECT TO:** (a) Restrictions, reservations, agreements and easements of record and as shown on the face of said recorded plat.
- (b) Use of said property for residential purposes only.
- (c) Questions that may arise due to shifting of Skagit River.

COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS, AS HERETO ATTACHED:

Declaration Dated: September 20, 1976
Recorded: December 14, 1976
Auditor's No.: 847451
Executed By: Cape Horn Maintenance Company

Any question that may arise due to shifting or changing in course of the Skagit River.

A 40 foot flood control access easement along the Skagit River as delineated on the face of said Plat.

Any prohibition of or limitation on use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been, covered by water.

EASEMENT, INCLUDING TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power & Light Company, a corporation
Purpose: Transmission line with appurtenances
Area Affected: As constructed and extended in the future at the consent of Grantee and Grantor
Dated: July 7, 1965
Recorded: August 17, 1965
Auditor's No.: 670429

Restrictions and conditions contained in the Plat, reading substantially as follows:

"The Platters do hereby declare this plat and dedicate to the public forever all roads and ways and that 40 foot easement along the river shown hereon with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots, where water might take a natural course, in the original reasonable grading of the roads and ways shown hereon, following original reasonable grading of the roads and ways shown, so drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road right of way or to hamper proper road drainage. Any enclosing of drainage waters in culverts or drains or re-routing thereof across any lot as may be undertaken by or for the owner of any lot, shall be done by and at the expense of such owner."

A condition on the face of the Plat, as follows:

"Skagit County shall not be responsible for any flood control improvements."

Conditions and restrictions contained in instrument filed July 13, 1965, under Auditor's File No. 668869, reading as follows:

1. Lot owners to be advised that those areas indicated on the plat as being below elevation 140.0 feet, are subject to infrequent periodic inundation and buildings constructed therein should maintain a floor elevation above 140.0 feet;
2. The exterior of all buildings to have a completed appearance within one year from date of starting.
3. Lot owners shall be responsible for placing wells and septic-tank drainfields in accordance with the master plan as on file with the Cape Horn Maintenance Company. A minimum of 100 feet shall be maintained between all drainfields and wells. All work to be in accordance with Skagit County Regulations.
4. All lots shall be subject to the Articles and By-Laws of the Cape Horn Maintenance Company.



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