



201310310037

Skagit County Auditor \$75.00
10/31/2013 Page 1 of 4 10:36AM

When recorded return to:
Russell C. Peterson and Leslie J. Peterson
1910 Elhardt St
Camano Island, WA 98282

Filed for record at the request of:



CHICAGO TITLE
COMPANY

425 Commercial
Mount Vernon, WA 98273

Escrow No.: 620020239

CHICAGO TITLE

620020239

STATUTORY WARRANTY DEED

THE GRANTOR(S) Michael S Jenkins and Theresa Jenkins, husband and wife
for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration

in hand paid, conveys, and warrants to Russell C. Peterson and Leslie J. Peterson, Husband and wife, as joint tenants with rights of survivorship and not as tenants in common

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

Lot 40, CASCADE RIVER PARK NO. 1, according to the plat thereof recorded in Volume 8 of Plats, pages 55 through 59, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): P63589 / 3871-000-040-0002

Subject to:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: October 29, 2013

Buyers acknowledge they are taking title as joint tenants with rights of survivorship and not as tenants in common.

Russell Peterson
Russell Peterson

Leslie Peterson
Leslie Peterson

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20134401

OCT 31 2013

Amount Paid \$ 503.40
Skagit Co. Treasurer
By *mem* Deputy

STATUTORY WARRANTY DEED

(continued)

Michael S. Jenkins
Michael S Jenkins

Theresa Jenkins
Theresa Jenkins

State of WASHINGTON
County of Skagit

I certify that I know or have satisfactory evidence that Michael S Jenkins and Theresa Jenkins are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: October 29, 2013



Martin F. Lehr
Name: Martin F. Lehr
Notary Public in and for the State of WASHINGTON
Residing at: La Conner
My appointment expires: 2-9-15



EXHIBIT "A"
Exceptions

1. Easement, including the terms and conditions thereof, granted by instrument;
Recorded: February 14, 1956
Auditor's No.: 531605, records of Skagit County, Washington
For: Use of roads for hauling timber products
Affects: Said premises and other property

2. Easement, including the terms and conditions thereof, granted by instrument;
Recorded: December 23, 1941
Auditor's No.: 347748, records of Skagit County, Washington
In favor of: Q.R. Bingham
For: Access
Affects: Said premises, the exact location and extent of said easement is undisclosed of record

3. Covenants, conditions, and restrictions contained in instrument, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons;
Recorded: May 28, 1942
Auditor's No.: 352577 and 352578, records of Skagit County, Washington
Executed By: Bradsberry Timber Company
As Follows:

Reserving and excepting to the grantor and to its successors and assigns forever the truck logging roads across the said premises and all bridges originally constructed under the contract between the seller and A. Mc Spadden, said road being a strip of land 40 feet in width and being 20 feet on each side of the centerline of said truck logging road as now laid out and constructed on, over, and across the said premises.

Reserving and excepting also to the grantor and to its successors and assigns forever all other existing roads and bridges on or across the said premises or any part thereof.

Reserving and excepting also to the grantor and to its successors and assigns forever the right at any and all times thereafter to lay out, construct, and maintain on, over, and across the said premises and any and all parts thereof, all such other roads and bridges as the said grantor, its successors and assigns may at any time deem necessary or convenient, and the right in perpetuation to use the said roads and bridges for any and all purposes whatsoever without compensation or restriction.

4. Any charges and assessments nor or hereafter levied as provided for in, and for the purposes set forth in the Articles of Incorporation and By-Laws of the Cascade River Community Club, Inc., a non-profit and non-stock Washington corporation.

5. Terms and conditions of that dedication;
Recorded: May 30, 1979
Auditor's File No.: 7905300013, records of Skagit County, Washington
Executed By: Cascade River Community Club

6. Terms and Conditions of that Dedication;
Recorded: August 12, 1981
Auditor's No(s): 8108120027, records of Skagit County, Washington
Executed By: Cascade River Community Club

7. Terms and Conditions of that Dedication;
Recorded: May 24, 1983
Auditor's No(s): 8305240010, records of Skagit County, Washington
Executed By: Cascade River Community Club

8. Terms and conditions of that Dedication;
Recorded: April 17, 1997
Auditor's No.: 9704170053, records of Skagit County, Washington
Grantor: Cascade River Community Club

9. As to any portion of said land now, formerly or in the future covered by water: Questions or



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EXHIBIT "A"

**Exceptions
(continued)**

adverse claims related to (1) lateral boundaries of any tidelands or shorelands; (2) shifting in course, boundary or location of the body of water; (3) rights of the State of Washington if the body of water is or was navigable; and (4) public regulatory and recreational rights (including powers of the USA) or private riparian rights which limit or prohibit use of the land or water.

10. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes and statements, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on CASCADE RIVER PARK DIV. 1:

Recording No: 639857

11. Assessments or charges and liability to further assessments or charges, including the terms, covenants, and provisions thereof, disclosed in instrument(s);
Recorded: March 16, 1971
Auditor's No(s): 749805, records of Skagit County, Washington
Imposed By: Cascade River Development Company

12. Covenants, conditions, and restrictions contained in instrument, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons;
Recorded: March 16, 1971
Auditor's No.: 749805, records of Skagit County, Washington
Executed By: Cascade River Development Company
As Follows:

A. This Deed is ALSO subject to a covenant providing as follows: PURCHASERS COVENANT and agree that the above described real estate shall be subject to the charges and assessments as 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 sum as the court may adjudge reasonable attorney's fees in such action. This provision is a covenant running with the land and is binding on the purchasers, their heirs, successors and assigns.

B. Use of said property for residential purposes ONLY.

13. Dues, charges and assessments, if any, levied by Cascade River Park Maintenance Company.
14. City, county or local improvement district assessments, if any.



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