

When recorded return to:
Joseph Gerard Bobrowicz
544 Ramsdell Street
Fircrest, WA 98466

201401170107
Skagit County Auditor
1/17/2014 Page 1 of 6 \$77.00
3:33PM

Recorded at the request of:

File Number: A106986

Statutory Warranty Deed

A106986-1
GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR Bayside Family Partnership, a general partnership for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Joseph Gerard Bobrowicz, a single man the following described real estate, situated in the County of Skagit, State of Washington.

Abbreviated Legal:

Lots 22, 23, 24 & 38 Block 2 Holiday Hideaway No. 1

Tax Parcel Number(s): P65753, 3926-002-023-0004, P65752, 3926-002-022-0005, P65754, 3926-002-024-0003, P65768, 3926-002-038-0007

Lots 22, 23, 24, and 38, Block 2, "HOLIDAY HIDEAWAY NO. 1", as per plat recorded in Volume 8 of Plats, pages 36 through 42 inclusive, records of Skagit County, Washington.

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey, as per Exhibit "A" attached hereto

Dated 12/30/2013

Bayside Family Partnership

Larry Kitchner
By: Larry Kitchner, General Partner

Mary Kitchner
By: Mary Kitchner, General Partner

Arthur Terrana
By: Arthur Terrana, General Partner

Carol Terrana
By: Carol Terrana, General Partner

Gina Terrana
By: Gina Terrana, General Partner

Sally Terrana
By: Sally Terrana, General Partner

CARMELO TERRANA
By: CARMELO TERRANA

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2014194
JAN 17 2014

Amount Paid \$ 1,162.⁰⁰
Skagit Co. Treasurer
By mem Deputy

STATE OF Washington }
COUNTY OF King } SS:

I certify that I know or have satisfactory evidence that Gina Terrana is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it as the General Partners of Bayside Family Partnership, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: _____

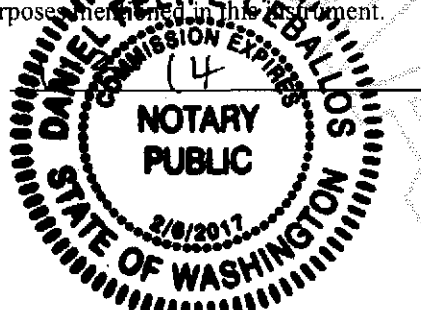


[Signature]
Notary Public in and for the State of Washington
Residing at W. Seattle Key Bank
My appointment expires: 2-6-17

STATE OF Washington }
COUNTY OF King } SS:

I certify that I know or have satisfactory evidence that Larry Kirchner and Mary Kirchner are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it as the General Partners of Bayside Family Partnership, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: _____

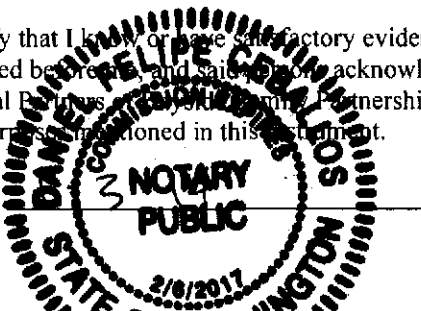


[Signature]
Notary Public in and for the State of Washington
Residing at W. Seattle Key Bank
My appointment expires: 2-6-17

STATE OF Washington }
COUNTY OF King } SS:

I certify that I know or have satisfactory evidence that Carmelo Terrana and Sally Terrana are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it as the General Partners of Bayside Family Partnership, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: _____

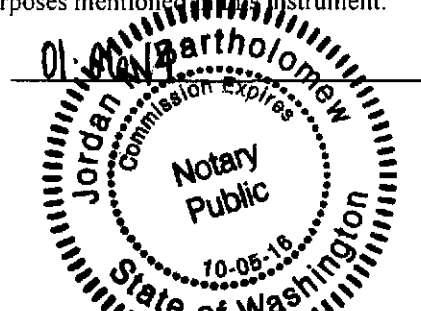


[Signature]
Notary Public in and for the State of Washington
Residing at W. Seattle Key Bank
My appointment expires: 2-6-17

STATE OF Washington }
COUNTY OF King } SS:

I certify that I know or have satisfactory evidence that Arthur Terrana and Carol Terrana are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it as the General Partners of Bayside Family Partnership, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: _____



[Signature]
Notary Public in and for the State of Washington
Residing at Aburn, WA
My appointment expires: 10-05-16



EXHIBIT A

EXCEPTIONS:

A. The right granted in the "PLAT OF HOLIDAY HIDEAWAY NO. 1" 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 streets 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. MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SUBDIVISION:

Plat/Subdivision Name: Holiday Hideaway No. 1
Auditor's No: 625483

Said matters include but are not limited to the following:

(1) With respect to matters relating to water services, we note DECLARATION OF SERVICE, executed by Guemes Island Water Company, Inc., recorded under Auditor's File No. 8902230048, which indicates service having been provided to the following lots:

~ Tract All

Lots 27-54, Block 1

All lots within Block 2; EXCEPT Lots 89-98, inclusive

All lots within Block 3

All lots within Block 4; EXCEPT Lots 1-8, inclusive

All lots within Block 5

All lots within Block 6; EXCEPT Lots 11-38, inclusive

Lots 47-49, inclusive, and Lots 78 and 79

All lots within Block 7

All lots within Block 8; EXCEPT Lots 8 and 9

~ Also, included on said Declaration is the following note:

"Whereas, the present and future owners are hereby reminded of the following restriction on the face of said filed plat:

~ Each lot shall be entitled to one hook up to the private water system upon its installation. The cost of the hook up, materials, labor and meter to be paid for by the owner of the lot."

~ Said Declaration was modified by MODIFICATION OF DECLARATION OF SERVICE, dated January 22, 1990 and recorded January 23, 1990 under Auditor's File No. 9001230041, which added the following tracts to the list of lots within said Declaration as being able to obtain service in said Plat:



201401170107

Skagit County Auditor

\$77.00

1/17/2014 Page

3 of

6 3:33PM

Tracts "B", "C" and "D"

Said modification was re-recorded March 2, 1990, under Auditor's File No. 9003020121 to add Tract "E" to said declaration.

(2) Easements for private roads, utilities, drainage and bridle paths, as shown on the face of the Plat of Holiday Hideaway No. 1.

C. SUBJECT, also, to exceptions and reservation of minerals, mineral rights, fossils, etc., in Deeds from the State of Washington, conveying tidelands, recorded in Volumes 68, 90 and 101 of Deeds, pages 633, 267 and 113, respectively, records of Skagit County.

Affects: Lots abutting tidelands

D. Matters relating to Holiday Hideaway Country Club, recorded March 29, 1982 under Auditor's File Nos. 8203290018 and 8203290019.

E. Right of the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

Affects: Lots abutting tidelands

F. DECLARATION OF EASEMENT FOR PRIVATE ROADWAY:

Recorded: April 10, 1969
Auditor's No.: 725226
Purpose: Ingress, egress, drainage and utilities
Affects: Reference is hereby made to the record for full particulars



201401170107

G. PROVISIONS CONTAINED IN CONTRACTS THROUGH WHICH TITLE IS CLAIMED, AS FOLLOWS:

"... Buyer agrees to pay, in addition to any other sums or charges herein provided, to the non-profit GUEMES ISLAND BEACH CLUB, according to its Articles and By-Laws, his proportionate share of the cost of maintenance and upkeep of its property and facilities.

Water will be made available to the property through distribution lines to be installed by Municipal Water District or private water company, such installation to be financed in such manner as may be determined by such District or Company. In the event that such lines are not so installed within three years from the date hereof, or sooner, at Seller's option, Seller shall install such distribution lines and water system for the use of Buyer, and Buyer agrees to use said lines when they have been installed. Buyer agrees to pay, upon completion, a hook up charge to the said distribution lines and a periodic use charge. In such case Buyer and Seller agree that Seller may, at its discretion, continue to own, control, operate and maintain the water distribution lines, or may transfer the water distribution lines to any public or private utility.

Seller reserves the right to remove such standing timber, deadfalls, brush and other ground cover as shall be necessary, in Seller's option, to open the view of adjacent lots..."

(For your information, Holiday Hideaway Country Club is the apparent successor to Guemes Island Beach Club.)

H. RESERVATIONS CONTAINED IN DEED

Executed by: Square Harbor Development Corporation
Recorded: February 15, 1968 and January 15, 1969
Auditor's Nos.: 710270 and 722327
As Follows: Subject to reservation by Seller, its successors and/or assigns, to use said Tracts for recreational purposes

I. DECLARATION OF COVENANTS, AND THE TERMS AND CONDITIONS THEREOF:

Dated: July 28, 1983
Recorded: August 1, 1983
Auditor's No.: 8308010025
Executed By: Albert P. Terrana and Ruth Marie Terrana, husband and wife

J. EASEMENT AND PROVISIONS THEREIN:

Grantee: Puget Sound Power & Light Company, a Washington corporation
Dated: August 10, 1993
Recorded: August 16, 1993
Auditor's No.: 9308160088
Purpose: Right to enter said premises to operate, maintain, repair, underground electric transmission and/or distribution system, together with the right to remove brush, trees and landscaping which may constitute a danger to said lines
Affects: Lots 28, 29, 30 and 32, Block 2



201401170107

Skagit County Auditor

1/17/2014 Page

5 of

\$77.00

6 3:33PM

K. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS,
CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Recorded: January 10, 2006
Auditor's No.: 200601100110
Regarding: Reasonable Use Exception
Affects: Lots 22, 23 and 24, Block 2

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

L. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS,
CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Recorded: January 10, 2006
Auditor's No.: 200601100111
Regarding: Reasonable Use Exception
Affects: Lot 38, Block 2

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.



201401170107