

UNRECORDED



201510290104

When recorded return to:
Terry A. Anderson
P.O. BOX 677
Concrete, WA 98237

Skagit County Auditor \$76.00
10/29/2015 Page 1 of 4 4:22PM

Recorded at the request of:
Guardian Northwest Title
File Number: 107932

Statutory Warranty Deed

107932
GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR Ralph J. Mathers, as his separate estate for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Terry A. Anderson, an unmarried person the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal: Lots 28 and 39, Block F, Cape Horn on the Skagit, Div. 2

Tax Parcel Number(s): P63212, 3869-006-038-0007, P63213, 3869-006-039-0006

Lots 38 and 39, Block F, "CAPE HORN ON THE SKAGIT, DIVISION NO. 2", according to the Plat thereof recorded in Volume 9 of Plats, Pages 14 through 19, 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 described in Exhibit "A" attached hereto

Dated October 29, 2015

Ralph J. Mathers
Ralph J. Mathers

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2015 446
OCT 29 2015

Amount Paid \$ 450
Skagit Co. Treasurer
By MG Deputy

STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Ralph J. Mathers, the persons 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.

Date: 10/29/15

Katie Hickok
Printed Name: Katie Hickok Tolleta Southwick
Notary Public in and for the State of Washington
Residing at MV
My appointment expires: 1/07/2019 01/15/19



A. CONDITIONS AND RESTRICTIONS CONTAINED IN AN INSTRUMENT, FILED JULY 13, 1965, AS 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."

B. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Cape Horn on the Skagit Division No. 2
Recorded: May 10, 1966
Auditor's No.: 682588

C. EASEMENT, INCLUDING TERMS & PROVISIONS THEREOF:

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

D. 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 purposes set forth in the Articles of Incorporation and the By-Laws of the Cape Horn Maintenance Co., a nonprofit, 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 grantees, 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."

E. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS:

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

F. Any question that may arise due to shifting or changing in course of the Skagit River.
(Affects those lots abutting the River)

G. Declaration of Covenant recorded June 21, 1993 under Auditor's File No. 9306210022 regarding well and waterworks located on the "Community Park" area.

H. PROTECTIVE COVENANTS, EASEMENTS AND/OR ASSESSMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Recorded: November 20, 2006
Auditor's No.: 200611200088
Executed By: The Cape Horn Maintenance Co.

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

Recorded: March 3, 2003
Auditor's No.: 200303030196
Regarding: PL-02-0486

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.

J. AMENDMENT OF BY-LAWS:

Recorded: January 16, 2003
Auditor's No.: 200301160063

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

Recorded: July 28, 2006
Auditor's No.: 200607280211
Regarding: Special Flood Hazard Area

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. LOT CERTIFICATION, INCLUDING THE TERMS AND CONDITIONS THEREOF.
REFERENCE TO THE RECORD BEING MADE FOR FULL PARTICULARS. THE COMPANY
MAKES NO DETERMINATION AS TO ITS AFFECTS.

Recorded: July 26, 2006
Auditor's No.: 200607260092
Affects: Lot 38

M. LOT CERTIFICATION, INCLUDING THE TERMS AND CONDITIONS THEREOF.
REFERENCE TO THE RECORD BEING MADE FOR FULL PARTICULARS. THE COMPANY
MAKES NO DETERMINATION AS TO ITS AFFECTS.

Recorded: July 26, 2006
Auditor's No.: 200607260093
Affects: Lot 39