

AFTER RECORDING MAIL TO:
JAMES D. POPIWNY
42044 NORTH SHORE LANE
SEDRO WOOLLEY, WA 98284



200206040048

Skagit County Auditor

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LAND TITLE COMPANY OF SKAGIT COUNTY

STATUTORY WARRANTY DEED

Escrow No. 20516

Title Order No. S-101184

THE GRANTOR ROBERT N. DAVIS, A Single Man

for and in consideration of **Ten Dollars and other good and valuable consideration**

in hand paid, conveys and warrants to **JAMES D. POPIWNY, AN UNMARRIED PERSON**

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

LOT 22, BLOCK "H", CAPE HORN ON THE SKAGIT DIVISION NO. 2", AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGES 14 THROUGH 19, INCLUSIVE, REOCRDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Assessor's Property Tax Parcel/Account Number(s): 3869-008-022-0001

Subject to easements, restrictions, reservations, covenants and conditions of record as shown on attached Exhibit "A" and by this reference made a part hereof.

Dated: May 29, 2002

ROBERT N. DAVIS

2448
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 04 2002

Amount Paid \$ 1532.45
Skagit Co. Treasurer

By Deputy

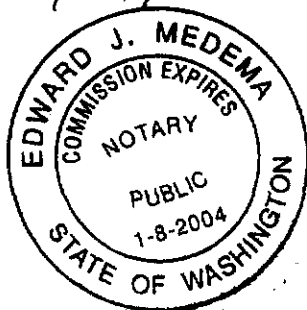
State of Washington

}ss.

County of SKAGIT

I certify that I know or have satisfactory evidence that ROBERT N. DAVIS is/are the person(s) who appeared before me, and said person(s) acknowledged that HE signed this instrument and acknowledged it to be HIS free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: May 31, 2002



EDWARD J. MEDEMA

Notary Public in and for the State of Washington

Residing at Mukilteo

My appointment expires 1-8-04

EXHIBIT "A"

A. 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
as the consent of Grantee and Grantor
Dated: July 7, 1965
Recorded: August 17, 1965
Auditor's No.: 670429

B. 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 hereon, no 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."

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

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

D. 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 mast 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.

E. 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 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 Grantees, their heirs, successors and assigns.



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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.

F. 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



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