

AFTER RECORDING MAIL TO:
Mr. and Mrs. Randall Fairman
1364 Bartlett Court NW
Silverdale, WA 98383



200310310017
Skagit County Auditor

10/31/2003 Page 1 of 2 8:56AM

Filed for Record at Request of
Land Title Company Of Skagit County
Escrow Number: 109453-PE

LAND TITLE COMPANY OF SKAGIT COUNTY

Statutory Warranty Deed

Grantor(s): Dan McNamara
Grantee(s): Randall Fairman and Robin Fairman
Abbreviated Legal: Lot 129, Cascade River Park No. 1
Assessor's Tax Parcel Number(s): 3871-000-129-0006, P63678

THE GRANTOR DAN MCNAMARA, an unmarried man for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to RANDALL FAIRMAN and ROBIN FAIRMAN, husband and wife the following described real estate, situated in the County of Skagit, State of Washington.

Lot 129, "CASCADE RIVER PARK NO. 1," as per plat recorded in Volume 8 of Plats, pages 55 through 59, inclusive, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Subject to: Schedule "B-1" attached hereto and made a part thereof.

Dated October 25, 2003

Dan McNamara

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
5620

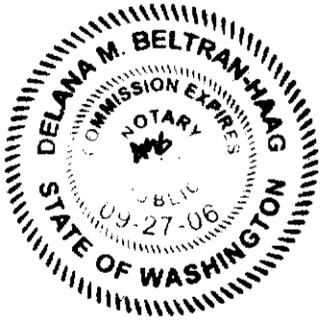
OCT 31 2003

Amount Paid \$ 244.80
Skagit Co. Treasurer
By Deputy

STATE OF Washington }
COUNTY OF King } SS:

I certify that I know or have satisfactory evidence that Dan McNamara the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10/20/03



Notary Public in and for the State of Washington
Residing at Seattle
My appointment expires: 09-27-06

EXCEPTIONS:

- A. The right granted to the public in the Plat 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 roads shown 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. Restrictions contained on the face of the Plat of "CASCADE RIVER PARK NO. 1", but omitting restrictions, if any, based on race, color, religion or national origin, a copy of which is hereto attached.
- C. Construction and maintenance obligations set forth on the Plat as to the roads shown on the Plat, a copy of which is hereto attached.
- D. An easement 5 feet in width parallel with and adjacent to all lot lines for purposes of utilities and drainage, as set forth on the face of the plat.

E. The face of the Plat provides as follows:

"All of the private road systems within the Plat are designated as Tract "A"."

F. Any question that may arise due to shifting or changing in course of Cascade River.

G. PROVISION AS CONTAINED IN "DEDICATION":

Dated: May 22, 1979, August 8, 1981 and May 14, 1983
 Recorded: May 30, 1979, August 12, 1981 and May 24, 1983
 Auditor's Nos.: 7905300013, 8108120027 and 8305240010
 As Follows:

"It is further dedicated and decreed that in conveying any lot owned other than by Cascade River Community Club, a non-profit corporation, shall include in addition to the description of the lot or lots, the words.

Together with an undivided interest in all property owned of record in the name of Cascade River Community Club, a non-profit corporation, which has been dedicated to the use of the lot owners."

H. Provision contained in Deeds through which title is claimed by other lot owners in said subdivision from Cascade River Development company, which may be notice of a general plan, as follows:

"PURCHASER'S COVENANT and agree that the above described real estate shall be subject to 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.

Use of said property for residential purposes ONLY."



200310310017
Skagit County Auditor