

After recording return to:  
James M. Lowe  
Patricia J. Sullivan  
838 Mingo Mtn. Rd.  
Kettle Falls, WA 99141

200503170067  
Skagit County Auditor  
3/17/2005 Page 1 of 3 11:23AM

Legal Description (abbreviated):  
Additional Legal on page: 2  
Assessor's Tax Parcel ID#: 3868-003-003-0006  
Reference: 20123171-701-KA1

LAND TITLE OF SKAGIT COUNTY  
115544-T

### STATUTORY WARRANTY DEED

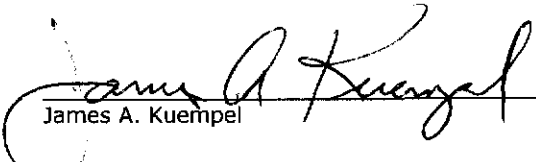
THE GRANTOR(S) **James A. Kuempel and Mishelle J. Kuempel, husband and wife**, for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid, conveys and warrants to **James M. Lowe and Patricia J. Sullivan, both single people** the following described real estate, situated in the County of **Skagit**, State of **Washington**:

Lot 3, Block C, "CAPE HORN ON THE SKAGIT," as per plat recorded in Volume 8 of Plats, pages 92 through 97, inclusive, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.


Subject to: Those items specifically set forth on Exhibit "A" attached hereto.

Dated: **March 11, 2005**

  
James A. Kuempel

  
Mishelle J. Kuempel

MAR 17 2005

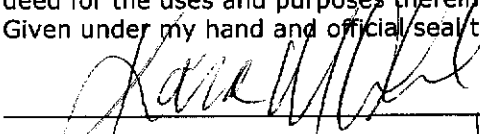
Amount Paid \$ 142.40  
Skagit Co. Treasurer  
By  Deputy

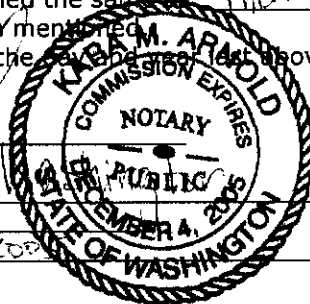
State of Washington

County of Okanogan

SS:

On this 15th day of March, 2005, before me personally appeared James A. Kuempel and Mishelle J. Kuempel to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.  
Given under my hand and official seal the 15th day of March, 2005.

  
Notary Public in and for the State of Washington  
Residing at Tonasket  
My Appointment expires: 12-04-2005



Statutory Warranty Deed

LPB-10 (7/97)

TRANSACTION TITLE INSURANCE COMPANY

EXHIBIT "A"

1. Assessments, if any, due and owing Cape Horn Maintenance Company.

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

3. 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."

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

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

5. 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 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.



200503170067

Skagit County Auditor

6. 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.

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.

7. 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



200503170067  
Skagit County Auditor