

AFTER RECORDING MAIL TO:  
Eddy Ha  
45652 Nicholas Court  
Great Mills, MD 20634



200504260022  
Skagit County Auditor

4/26/2005 Page 1 of 5 9:12AM

Filed for Record at Request of  
Land Title Company Of Skagit County  
Escrow Number: 115937-PAE

### Statutory Warranty Deed

Grantor(s): Clark O. Troyer and Elizabeth J. Troyer  
Grantee(s): Eddy Ha  
Abbreviated Legal: Lot 55, Seaview No. 4.  
Assessor's Tax Parcel Number(s): P115965/4734-000-055-0000

THE GRANTOR Clark O. Troyer and Elizabeth J. Troyer, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Eddy Ha, an unmarried individual the following described real estate, situated in the County of Skagit, State of Washington.

Lot 55, "PLAT OF SEAVIEW DIV. NO. 4," as per plat recorded in Volume 17 of Plats, pages 72 through 74, inclusive, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

#1938  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

SUBJECT TO: SEE ATTACHED SCHEDULE B-1.

APR 26 2005

Dated April 15, 2005

Amount Paid \$ 6,513.47  
Skagit Co. Treasurer  
By [Signature] Deputy

[Signature]  
Clark O. Troyer

[Signature]  
Elizabeth J. Troyer

STATE OF California }  
COUNTY OF San Diego } SS:

I certify that I know or have satisfactory evidence that Clark O. Troyer and Elizabeth J. Troyer the person(s) who appeared before me, and said person(s) acknowledged that They signed this instrument and acknowledge it to be Their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: April 23, 2005

[Signature]  
Notary Public in and for the State of California  
Residing at San Diego  
My appointment expires: Mar 10, 2006



EXCEPTIONS:

A. TERMS AND CONDITIONS OF CONTRACT THEREOF, ENTERED INTO:

By: O. B. McCorkle and Esther M. McCorkle,  
husband and wife  
And Between: Del Mar Community Service, Inc.,  
a Washington corporation  
Dated: July 19, 1962  
Recorded: January 9, 1963  
Auditor's No.: 630694  
Providing: Among other matters, for the development of the water  
system and other facilities and issuance of certificates of  
membership

B. ASSESSMENTS OR CHARGES AND LIABILITY TO FURTHER ASSESSMENTS OR  
CHARGES, INCLUDING THE TERMS, COVENANTS, AND PROVISIONS THEREOF,  
DISCLOSED IN INSTRUMENT:

Recorded: January 9, 1963  
Auditor's No.: 630694  
Imposed By: Del Mar Community Services, Inc.

C. Covenants, conditions, and restrictions contained in declaration of restrictions, but omitting any  
covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin  
unless and only to the extent that said covenant (a) is except under Chapter 42, Section 3607 of the  
United States Code or (b) relates to handicap but does not discriminate against handicap persons.

Recorded: July 15, 1992  
Auditor's No.: 9207150054

D. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: San Juan Fidalgo Holding Co., Inc., etal  
And: Del Mar Community Services Inc.  
Recorded: April 13, 1990  
Auditor's No.: 9004130116  
Regarding: Cost of water services and future memberships

AMENDMENT TO AGREEMENT:

Recorded: June 28, 1991  
Auditor's No.: 9106280127

E. TERMS AND CONDITIONS OF THE EASEMENT SET FORTH IN PARCEL B OF SCHEDULE  
"A" AS GRANTED BY INSTRUMENT:

Recorded: May 12, 1995  
Auditor's No.: 9505120088

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EXCEPTIONS CONTINUED:

F. FRANCHISE, INCLUDING THE TERMS AND CONDITIONS THEREOF:

Recorded: January 24, 1995  
Auditor's No.: 9501240061  
In Favor Of: Del Mar Community Services, Inc.  
For: Water utilities, for a period of 25 years

G. DECISION APPROVING FINAL PLAT, INCLUDING THE TERMS AND CONDITIONS THEREOF:

Recorded: July 10, 1995  
Auditor's No.: 9507100108

ORDER GRANTING EXTENSION:

Recorded: January 2, 1996  
Auditor's No.: 9601020083

H. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: San Juan Fidalgo Holding Co., Inc.,  
a Washington corporation et al  
Recorded: July 31, 1992  
Auditor's No.: 9207310039  
Regarding: Stipulation For Rejection of Executory Contract

I. Dedication contained on the face of the Plat, as follows:

"Know all persons by these presents that we, the undersigned, hereby declare this Plat of Seaview Division No. 4 and dedicate Seaward Lane, Harbor Place and that portion of Seaview Way within this plat, and dedicate all drainage and utility easements to the public forever, and 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 where water might take a natural course in the reasonable original grading of the roads and ways hereon. Following reasonable original grading of the ways and roads hereon, no drainage water on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road right of ways, or to hamper proper road drainage. Any enclosing of drainage water in culverts or drains, or re-routing thereof across any lots as may be undertaken by or for the owner of any lots shall be done by and at the expense of said owner. Tract A is hereby dedicated to the Seaview IV Homeowners Association."



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EXCEPTIONS CONTINUED:

J. Easement provisions contained on the face of the Plat, as follows:

"Easements are hereby reserved for and granted to Del Mar Community Services, Inc., Puget Sound Energy, Cable Television and Telephone Companies, Div. 4 Seaview Homeowners Association and their respective successors and assigns, under and upon the front ten (10) feet and all other drainage and utility easements shown hereon, on all lots and tracts, in which to install, lay, construct, renew, operate, maintain and remove utility systems, lines, fixtures, and appurtenances attached thereto, for the purpose of providing utility services to the subdivision and other property. Together with the right to enter upon the lots and tracts at all times for the purposes stated, with the understanding that any grantee shall be responsible for all unnecessary damage it causes to any real property owner in the subdivision by the exercise or rights and privileges herein granted."

K. Notes and restrictions contained on the face of the Plat, as follows:

- 1.) No access from Lots 47 through 55 and Lots 58 through 65 shall be permitted to Rosario Road;
- 2.) This survey was performed in the field using a Lietz Set 4 electronic distance measuring theodolite;
- 3.) Basis of bearing is "Plat of Seaview Division No. 1" (Vol. 14, pages 45 and 46). Monuments used and P.C. and P.T. monuments in the centerline of Seaview Way, North and South of its intersection with Seaward Lane, bearing = North 56° 37'40" East.
- 4.) Developer: San Juan Fidalgo Holding Co., Inc.;
- 5.) Zoning: Residential;
- 6.) Sewage Disposal: Individual septic drainfield systems;
- 7.) Water - Del Mar Community Services, Inc.;
- 8.) This property is subject to and together with covenants, conditions, restrictions, easements, and other instruments of record including but not limited to those shown on the Plat of Seaview Division No. 4. Covenants are recorded under Auditor's File No. 9906140009.

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EXCEPTIONS CONTINUED:

K. (Continued):

9.) The stormwater pond is designed and constructed to accommodate stormwater runoff from Seaview IV as well as from certain public roadways within and adjacent to Seaview IV. Skagit County is responsible for the public roadways and drainage facilities located within the public roadways. The Seaview IV Association shall maintain, repair, replace and otherwise manage the stormwater pond and related facilities in the common areas in accordance with a maintenance plan submitted to and approved by Skagit County, and otherwise in accordance with the standards of Skagit County. If at any time Skagit County reasonably determines that maintenance or repair work is required to be done to the stormwater pond or related facilities, the director of the Department of Public Works shall give the association fourteen days notice that the County intends to perform such maintenance or repairs, or to have them performed by others.

10.) If at any time Skagit County reasonably determines that any existing stormwater pond or related facility poses a hazard to life and limb, or endangers property, or adversely affects the safety and operations of a public way, and that the situation is so adverse as to preclude written notice, the director or the department of public works may take measures reasonably necessary to eliminate the hazardous situation, provided the director has made a reasonable effort to contact the association before acting. The association will assume responsibility for the cost of any maintenance or repair under this section; and will reimburse the County within thirty days of receipt of an invoice.

11.) Living Units constructed on Lots 47, 48, 52, 53, 54, 55, 58, 59, 60, 61, 62 and 65 shall connect stormwater from homes, garages, driveways and other impervious surfaces shall be directed into the Skagit County tighline lying within Rosario Road which shall require a Skagit County right of way permit. All other lots shall direct stormwater primarily into the approved stormwater detention pond and related facilities located within the Seaview IV Plat. For any stormwater not directed into such systems, care shall be taken so as to not cause inappropriate concentration of surface stormwater to drain onto and cause damage to adjacent lots."

L. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS CONTAINED IN INSTRUMENT:

Executed By: San Juan Fidalgo Holding Co.  
Recorded: June 14, 1999  
Auditor's No.: 9906140009

(copy attached)

M. STORMWATER SYSTEM MAINTENANCE PLAN AND THE TERMS AND CONDITIONS THEREOF:

Recorded: June 14, 1999  
Auditor's No.: 9906140010  
(copy attached)



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