

AFTER RECORDING MAIL TO:
Mr. and Mrs. Gregory C. Brazell
85 Bird Drive, Apt. A
Steilacoom, WA 98388



200509160066
Skagit County Auditor

9/16/2005 Page 1 of 4 11:32AM

Filed for Record at Request of
First American Title Of Skagit County
Escrow Number: A85826

FIRST AMERICAN TITLE CO.

A 85826-1

Statutory Warranty Deed

Grantor(s): Robert and Denise Whitney Living Trust, dated September 30, 2003
Grantee(s): Stacey A. Brazell and Gregory C. Brazell
Assessor's Tax Parcel Number(s): P63677, 3871-000-128-0007

THE GRANTOR Robert C. Whitney and Denise M. Whitney, trustees under the Robert and Denise Whitney Living Trust, dated September 30, 2003 for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Stacey A. Brazell and Gregory C. Brazell, wife and husband the following described real estate, situated in the County of Skagit, State of Washington.

Lot 128, "CASCADE RIVER PARK NO. 1", as per plat recorded in Volume 8 of Plats, pages 55 to 59, records of Skagit County, Washington.

SUBJECT TO the Easements, Restrictions and other Exceptions set forth on Exhibit "A" attached hereto.

Dated: September 9, 2005

Robert and Denise Whitney Living Trust, dated
September 30, 2003

Robert C. Whitney SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX By: Denise M. Whitney
By: Robert C. Whitney, Trustee By: Denise M. Whitney, Trustee

SEP 16 2005

Amount Paid \$ 539.00
Skagit Co. Treasurer
By hp Deputy

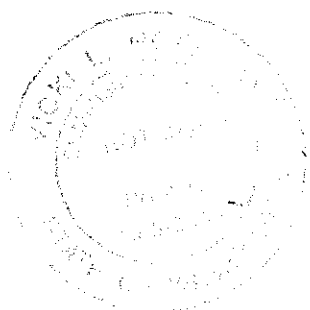
STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Robert C. Whitney and Denise M. Whitney, 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: 9-13-05

Chicki L. Hoffman

Notary Public in and for the State of Washington
Residing at Anacortes
My appointment expires: 10-8-05



A. MATTERS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SUBDIVISION:

Plat/Subdivision Name: Cascade River Park No. 1
Recorded: undisclosed
Auditor's No.: 639857

Said matters include but are not limited to the following:

1. 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 here water might take a natural course after the roads are graded.
2. All of the private road systems within the Plat are designated as Tract A.
3. No lot, tract or portion of a lot or tract shall be subdivided and sold or resold or ownership changed or trans – whereby the ownership of any portion of this Plat shall be less than 7500 square feet, or less than 60 feet in width of the building set back line or any ownership left without bordering on a street or leaving property line closer than 5 feet to a building.
4. No structure or building shall be constructed on any lot, street or parcel of this Plat closer than 20 feet to the front property line and 5 feet side yard, and in the case of corner lots, no structure or building shall be constructed closer than 10 feet to the side property line abutting the road right-of-way; EXCEPT there will be no setbacks from special access easements.
5. Construction on any lot shall require building plan approval by the Architectural Committee of the Cascade River Community Club, Inc., and shall require a building permit and sewage disposal permit from the respective County Agencies. Construction of any driveway or culvert on the road right-of-way shall also require a permit from the Cascade River Community Club, Inc.
6. Septic tanks may be prohibited – Construction and use of private sewage disposal systems shall be in accordance with the requirements of the County Health Department. Lots determined by the County Health Department to be unsuitable for septic tanks shall be restricted to approved concrete riser privies, chemical toilets or other approved means of sewage disposal until they are serviced by a public sanitary sewer system.
7. No structure shall be placed or maintained on any lot, EXCEPT a private dwelling, house trailer, garage or suitable outbuilding for the sole use of the owner or occupant and as approved by the Architectural Committee of Cascade River Community Club, Inc..
8. Exterior work on any building shall be completed within one year from the start of construction; EXCEPT as approved by the Architectural Committee of Cascade River Community Club, Inc.. All buildings or structure to be one story in height not counting basement; EXCEPT when variance is granted by the Architectural Committee of Cascade River Community Club, Inc..
9. Each lot shall be entitled to one hook-up to the private water system upon its installation. The cost of the hook-up materials, and labor to be paid for by the owner of the lot.



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10. Ownership of those areas marked "Community Tracts" will be conveyed to a private non-profit corporation to be known as Cascade River Community Club, Inc., and ownership in any lot of the Plat shall automatically include an ownership of one membership in said corporation subject to the articles and by-laws thereof.

11. All roadways marked private and designated as community tract shall provide for a permanent easement for roadway purpose, utilities, and drainage, to all members of Cascade River Community Club, Inc..

12. Ownership of all lots abutting the Cascade River extend to the approximate line of Ordinary High Water. All lots abutting the Cascade River shall be subject to a 20 foot easement parallel with and adjacent to the line of ordinary high water for purpose of walking access to Cascade River for all members of the Cascade River Community Club, Inc..

13. All lots shall be subject to an easement five feet in width parallel with and adjacent to all lot lines for purposes of utilities and drainage.

14. No poultry or livestock shall be kept or maintained; EXCEPT that riding horses for the personal use of the owner may be kept on any lot; EXCEPTING waterfront lots. No hunting shall be permitted and the use of firearms is prohibited.

15. Subject to Articles of Incorporation and By-Laws of the Cascade River Community, Inc..

16. These covenants are covenants running with the land and shall be binding on all parties until January 1, 1983, and thereafter, unless by vote of 65% of the then owners of lots it is agreed to change covenants in whole or in part.

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

C. PROVISION AS CONTAINED IN "DEDICATION":

Dated: May 22, 1979
Recorded: May 30, 1979
Auditor's No.: 7905300013
As Follows:

"It is further dedicated and decreed that in conveying any lot owned other than by Cascade River Community Club, a nonprofit 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 nonprofit corporation."



200509160066
Skagit County Auditor

9/16/2005 Page 3 of 4 11:32AM

D. 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:

"PURCHASERS 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 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."



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