

When recorded return to:

STEPHEN R. STANTON
GENERAL DELIVERY
CONCRETE, WA 98237



201012220022
Skagit County Auditor

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Filed for Record at Request of
WHATCOM LAND TITLE COMPANY, INC.
Escrow Number: W-104965
LAND TITLE OF SKAGIT COUNTY
138452-0

Statutory Warranty Deed

Grantor: BORNSTEIN SEAFOODS, INC., PROFIT SHARING TRUST, DARRELL K. BORNSTEIN, JR and
PIA BORNSTEIN
Grantee: STEPHEN R. STANTON

THE JAY BORNSTIEN, AS TRUSTEE OF THE BORNSTEIN SEAFOODS, INC., PROFIT SHARING TRUST, an undivided 87% intrerest; and DARRELL K. BORNSTEIN, JR, and PIA BORNSTEIN, husband and wife, an undivided 13% interest for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to STEPHEN R. STANTON, a single person the following described real estate, situated in the County of SKAGIT, State of Washington

Abbreviated Legal:
LOT 27, BLK D, CAPE HORN

Tax Parcel Number(s): P62991

LOT 27, BLOCK D, "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.

Dated 12/21/10

BORNSTEIN SEAFOODS, INC., PROFIT
SHARING TRUST

[Signature]
By: JAY BORNSTEIN, Trustee

[Signature]
PIA BORNSTEIN

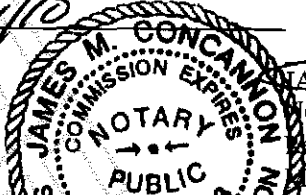
[Signature]
DARRELL K. BORNSTEIN, JR

3876
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 22 2010
Amount Paid \$ 539.00
Skagit Co. Treasurer
By CM Deputy

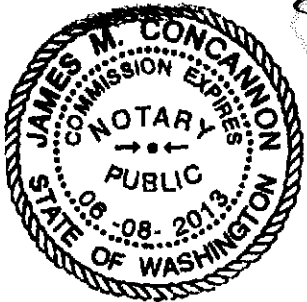
STATE OF WASHINGTON }
COUNTY OF Whatcom } SS:

I certify that I know or have satisfactory evidence that JAY BORNSTEIN
is/are the person(s) who appeared before
me, and said person(s) acknowledge that HE signed this instrument, on oath stated HE
is/are authorized to execute the instrument and acknowledge that as the
Trustee of BORNSTEIN SEAFOODS, INC., PROFIT SHARING TRUST
to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 12/21/10

JAMES M. CONCANNON
Notary Public in and for the State of WASHINGTON
Residing at BELLINGHAM
My appointment expires: 6/08/2013

STATE OF WASHINGTON }
COUNTY OF WHATCOM } SS:

I certify that I know or have satisfactory evidence that
DARRELL K. BORNSTEIN, JR and PIA BORNSTEIN
is/are the person(s) 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.

Dated: 12/21/10

JAMES M. CONCANNON
Notary Public in and for the State of WASHINGTON
Residing at BELLINGHAM
My appointment expires: 6/08/2013



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LPB

EXHIBIT A

SUBJECT TO:

1. Easements, restrictions, and other matters shown on Schedule "B-1" attached are also excepted from coverage. The easements, restrictions and other matters shown as lettered exceptions on Schedule "B-1" are excepted from policy coverage to the same extent that the numbered Schedule "B" Special Exceptions shown herein are excepted from policy coverage.

ALSO SUBJECT TO:

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
at 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 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.



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EXCEPTIONS CONTINUED:

- 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.

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

AMENDMENT TO BY-LAWS:

Grantor: Cape Horn Maintenance Co.
Recorded: January 16, 2003
Auditor's No.: 200301160063

- G. ARTICLE OF INCORPORATION OF CAPE HORN MAINTENANCE CO. AND THE TERMS AND CONDITIONS THEREOF:

Recorded: November 20, 2006
Auditor's No.: 200611200088

- H. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Robert & Jerry McKinney
Purpose: "Easement Area" for side yard purposes
Area Affected: See instrument for full particulars
Dated: December 13, 1994
Recorded: December 21, 1994
Auditor's No.: 9412210103



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