When recorded return to: Joshua D. Bradford 1371 Fir Street, Apt 201 White Rock, BC V4B 4B3



Filed for record at the request of:



425 Commercial Mount Vernon, WA 98273 Escrow No.: 620013519

CHICAGO TITLE 620013519

STATUTORY WARRANTY DEED

THE GRANTOR(S) Michael J. Hengtgen, an unmarried man for and in consideration of Ten And No/100 Dollars (\$10.00), and other valuable consideration in hand paid, conveys, and warrants to Joshua D. Bradford, an unmarried man

the following described real estate, situated in the County of Skagit, State of Washington:

Lot 208, CASCADE RIVER PARK NO. 1, according to the plat thereof recorded in Volume 8 of Plats, pages 55 through 59, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Tax Parcel Number(s): P63761, 3871-000-208-0000

Subject to: Conditions, covenants, restrictions and easements of record as more fully described in Schedule B, Special Exceptions, Chicago Title Insurance Order 620013519; which is attached hereto and made a part hereof. SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

Dated: December 23, 2011

2012155

JAN 23 2012

Amount Paid \$ /27 Skagit Co. Treasurer By man Deputy

State of // ashington

| certify that I know or have satisfactory evidence that
| Michael J. Hagten
| Sare the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this of instrument and acknowledged it to be (his/her/their) free and voluntary act

for the uses and purposes mentioned in this instrument.

Dated: 12-23-2011

Diane Notary Public in and for the State of

Residing at: 931 NW 61354 Seathe WA

My appointment expires: 07-13-2013

Statutory Warranty Deed (LPB 10-05) WA0000059.doc / Updated: 05.17.11

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EXHIBIT "A"

Exceptions

SPECIAL EXCEPTIONS

Easement, including the terms and conditions thereof, granted by instrument;

Recorded:

February 14, 1956

Auditor's No.:

531605, records of Skagit County, Washington

For

Use of roads for hauling timber products

Affects:

Said premises and other property

2. Easement, including the terms and conditions thereof, granted by instrument;

Recorded:

December 23, 1941

Auditor's No.:

347748, records of Skagit County, Washington

In favor of:

Q.R. Bingham

For:

Access

Affects:

Said premises, the exact location and extent of said easement is

undisclosed of record

Covenants, conditions, and restrictions contained in instrument, but omitting any covenant, 3. condition 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 exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons;

Recorded:

May 28, 1942

Auditor's No.:

352577 and 352578, records of Skagit County, Washington

Executed By:

Bradsberry Timber Company

As Follows:

Reserving and excepting to the grantor and to its successors and assigns forever the truck logging roads across the said premises and all bridges originally constructed under the contract between the seller and A. Mc Spadden, said road being a strip of land 40 feet in width and being 20 feet on each side of the centerline of said truck logging road as now laid out and constructed on, over, and across the said premises.

Reserving and excepting also to the grantor and to its successors and assigns forever all other existing roads and bridges on or across the said premises or any part thereof.

Reserving and excepting also to the grantor and to its successors and assigns forever the right at any and all times thereafter to lay out, construct, and maintain on, over, and across the said premises and any and all parts thereof, all such other roads and bridges as the said grantor, its successors and assigns may at any time deem necessary or convenient, and the right in perpetuation to use the said roads and bridges for any and all purposes whatsoever without compensation or restriction.

- Any charges and assessments nor or hereafter levied as provided for in, and for the purposes 4. set forth in the Articles of Incorporation and By-Laws of the Cascade River Community Club, Inc., a non-profit and non-stock Washington corporation.
- 5. Terms and conditions of that dedication;

Recorded:

May 30, 1979

Auditor's File No.:

7905300013, records of Skagit County, Washington

Executed By:

Cascade River Park

6. Terms and Conditions of that Dedication;

Recorded:

August 12, 1981

Auditor's No(s)::8108120027, records of Skagit County, Washington

Executed By: Cascade River Park

7. Terms and Conditions of that Dedication;

Recorded:

May 24, 1983

Auditor's No(s)::8305240010, records of Skagit County, Washington

Executed By:

Cascade River Park

8. Assessments or charges and liability to further assessments or charges, including the terms, covenants, and provisions thereof, disclosed in instrument(s);

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EXHIBIT "A"

Exceptions

Recorded:

October 30, 1969

Auditor's No(s).:

732461, records of Skagit County, Washington

Imposed By:

Cascade River Development Company

Terms and conditions of that Dedication;

Recorded:

Auditor's No.:

April 17, 1997 9704170053, records of Skagit County, Washington

Grantor:

Cascade River Community Club

- 10. As to any portion of said land now, formerly or in the future covered by water: Questions or adverse claims related to (1) lateral boundaries of any tidelands or shorelands; (2) shifting in course, boundary or location of the body of water; (3) rights of the State of Washington if the body of water is or was navigable; and (4) public regulatory and recreational rights (including powers of the USA) or private riparian rights which limit or prohibit use of the land or water.
- 11. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes and statements, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on CASCADE RIVER PARK DIV. 1:

Recording No:

639857

Covenants, conditions, and restrictions contained in instrument, but omitting any covenant, 12. condition 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 exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons;

Recorded:

October 30, 1969

Auditor's No.:

732461, records of Skagit County, Washington

Executed By:

Cascade River Development Company

As Follows:

This Deed is ALSO subject to a covenant providing 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.

B.Use of said property for residential purposes ONLY.

- Dues, charges and assessments, if any, levied by Cascade River Park Maintenance Company. 13.
- 14 General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year.

Statutory Warranty Deed (LPB 10-05) WA0000059.doc / Updated: 05.17.11

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