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AFTER RECORDING MAIL TO:

Dale A. Hustler 18669 Colony Road Bow. WA 98232 Skagit County Auditor 7/22/2013 Page

\$75.00 4 1:29PM

CHICAGO TITLE 6200 19442

STATUTORY WARRANTY DEED

Escrow No. 13060165NS Title Order No. 620019442

THE GRANTOR(S) Sam Lau and Khenh S. Sam, husband and wife

for and in consideration of Ten Dollars and other good and valuable consideration

in hand paid, conveys, and warrants to Dale A. Hustler, a single man

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

Lot 147, 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.

Situate in Skagit County, Washington.

Abbreviated Legal: (Required is full legal not inserted above) LOT 147, CASCADE RIVER PARK NO. 1

Tax Parcel Number(s): P63697/3871-000-147-0004

Subject to: All easements, restrictions, reservations, conditions, covenants and agreements of record, if any, along with those delineated in Preliminary Title Commitment 620019442, issued by Chicago Title Insurance Company, and set forth in Exhibit "A" attached hereto and by this reference made a part thereof.

Dared: July 15,/2013

Sam Lau

Khenh S. Sam

SKAGIT COUNTY WASHINGTON

JUL 22 2013

Amount Paid \$ 1389

Skagn Co. Treasure

Der

STATE OF Washington

) **s**s.

COUNTY OF Clallam

I certify that I know or have satisfactory evidence that Sam Lau and Khenh S. Sam is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: (6 day of July, 2013

Motary Public in and for the State of Washington residing at POV A MOPUS Wash IVOTON My Commission Expires:

NOTARY PUBLIC OF WASHINGTON

LPB 10-05

201307220181

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EXHIBIT "A" SUBJECT TO:

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

Recorded:

February 14, 1956

Auditors No.: For

531605, records of Skagit County, Washington Use of roads for hauling timber products

Affects:

Said premises and other property

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

Recorded:

December 23, 1941

Auditor's No.:

347748, records of Skagit County, Washington

in favor of.

O.R. Bingham

For

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

Covenants, conditions, and restrictions contained in instrument, but omitting any covenant, 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

352577 and 352578, records of Skagit County, Washington

Auditor's No.: Executed By:

Bradsberry Timber Company

As Follows:

Reserving and excepting to the grantor and to its successors and assigns forever the truck legging 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 reads 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 set forth in the 4. Articles of incorporation and By-Laws of the Cascade River Community Club, Inc., a non-profit and non-stock Washington corporation.

Terms and conditions of that dedication; 5

Recorded:

Auditor's File No.: Executed By:

7905300013, records of Skagit County, Washington

Cascade River Community Club

Terms and Conditions of that Dedication; 6.

August 12, 1981 Recorded

Auditor's No(s)...

Executed By:

8108120027, records of Skapit County, Washington Cascade River Community Club

Recorded.

7.

Terms and Conditions of that Dedication; May 24, 1983

Auditor's No(s).

8305240010, records of Skagit County, Washington

Cascada River Community Club Executed By:

Terms and conditions of that Dedication;

Recorded:

April 17, 1997

Auditor's No.

9704170053, records of Skaglit County, Washington

Grantion:

Cascade River Community Club

As to any portion of said land now, formerly or in the future covered by water: Questions or adverse claims related 9. 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 ripartan rights which limit or prohibit use of the land or



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EXHIBIT "A" CONTINUED

Covenants, conditions, restrictions, rectals, reservations, easements, easement provisions, dedications, building setback lines, notes and statements, if any, but omitting any covenants or restrictions, if any, including but not 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: 639657

11. Covenants, conditions, and restrictions contained in instrument, but omitting any covenant, 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:

February 28, 1975

Auditor's No.: Executed By: 814052, records of Skagit County, Washington

Cascade River Development Company

As Follows:

A. 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 it 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.



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