

When recorded return to:

EVERGREEN ESCROW, INC.
CONTRACT COLLECTIONS DEPT.
208 NORTH MERIDIAN
PUYALLUP, WA 98371



201510190098

Skagit County Auditor

\$75.00

10/19/2015 Page

1 of

3 3:29PM

CHICAGO TITLE
620025616-M

STATUTORY WARRANTY DEED

(Fulfillment)

Chicago Title has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

THE GRANTOR(S) ALENA LUCAK, A SINGLE WOMAN

for and in consideration of FULFILLMENT OF REAL ESTATE CONTRACT

in hand paid, conveys, and warrants to JAMES BENNINGFIELD & DEBBY BENNINGFIELD, HUSBAND & WIFE

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

LOTS 7 AND 8, BLOCK C, "CAPE HORN ON THE SKAGIT," AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGES 92 THROUGH 97, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

INCLUDES A 1972 SPACEMASTER MOBILE HOME 59X24 VIN#11983

SUBJECT TO PARAGRAPHS A - H OF PRELIMINARY REPORT FROM LAND TITLE CO. OF SKAGIT COUNTY

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 3868-003-007-0002(P62920) & 3868-003-008-0001(P62931)

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated SEPTEMBER 9, 2008 under recording number 200809190015 and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Excise Tax was paid on this sale or stamped exempt on SEPTEMBER 19, 2008, receipt number

9-22-2015

#3049, \$1,162.00

Dated:

Alena Lucak

ALENA LUCAK

Fulfillment
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 19 2015

#3049
EXCISE PAID
Date 9-19-2008
1162.00

Amount Paid \$
Skagit Co Treasurer
By HP Deputy

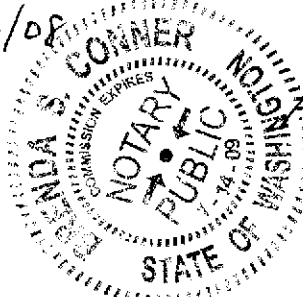
STATE OF WASHINGTON

ss.

COUNTY OF PIERCE

I certify that I know or have satisfactory evidence that ALENA LUCAK (is/are) the person(s) who appeared before me, and said person(s) acknowledged that SHE signed this instrument and acknowledged it to be HER free and voluntary act for the uses and purposes mentioned in this instrument..

Dated: 9/14/08



Notary name printed or typed: Branda S Conner
Notary Public in and for the State of WA
Residing at Buckley, WA
My appointment expires: 01/14/09

EXCEPTIONS:

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.

- Continued -

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

- G. AMENDMENT TO BY-LAWS:

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

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

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