



201710230104

Skagit County Auditor

10/23/2017 Page

1 of

\$76.00

3 11:02AM

When recorded return to:

Edwin Charles Nell Jr. and Peggy Darlene Nell

41942 Capet Horn Dr
Concrete WA 98237

Recorded at the request of:

Guardian Northwest Title

File Number: 114904

Statutory Warranty Deed

114904
GUARDIAN NORTHWEST TITLE CO

THE GRANTOR Ricky Lee Davis, as his separate estate for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Edwin Charles Nell, Jr. and Peggy Darlene Nell, a married couple the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:

Lots 3, 4 and 5, Block I, Cape Horn on the Skagit Div. 1

Tax Parcel Number(s): P63159, 3868-009-005-0001, P63158, 3868-009-004-0002, P63157, 3868-009-003-0003

Lots 3, 4 and 5, Block I, "CAPE HORN ON THE SKAGIT, DIVISION NO. 1", as per plat recorded in Volume 8 of Plats, pages 92 through 97, inclusive, records of Skagit County, Washington.

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "A" attached hereto

Dated 10-19-17

Ricky Lee Davis

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20174977
OCT 23 2017

Amount Paid \$ 1429.00

Skagit Co Treasurer

Deputy

STATE OF Washington

COUNTY OF Skagit

SS:

I certify that I know or have satisfactory evidence that Ricky Lee Davis, 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: 10-19-17

Printed Name: Katie Hickok

Notary Public in and for the State of

Washington

Residing at Waverly

My appointment expires: 1/07/2019

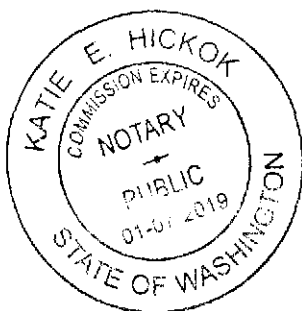


Exhibit A

EXCEPTIONS:

A. Terms and conditions of Articles of Incorporation and Bylaws of Cape Horn Maintenance Company, including restrictions, regulations and conditions for dues and assessments, as established and levied pursuant thereto, including, but not limited to those as set forth under Auditor's File No. 200611200088.

An amendment to Bylaws was recorded As Auditor's File No. 200301160063.

B. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Plat of Cape Horn on the Skagit
Recorded: July 13, 1965
Auditor's No.: 668870

C. PROTECTIVE COVENANTS, EASEMENTS AND/OR ASSESSMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Recorded: July 13, 1965
Auditor's No.: 668869

D. EASEMENT AND PROVISIONS THEREIN:

Grantee: Puget Sound Power & Light Company, a Corporation
Dated: July 7, 1965
Recorded: August 17, 1965
Auditor's No.: 670429
Purpose: Transmission line with appurtenances
Affects: As constructed and extended in the future at the consent of grantee and grantor

E. PROTECTIVE COVENANTS, EASEMENTS AND/OR ASSESSMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Recorded: December 14, 1976
Auditor's No.: 847451
Executed By: Cape Horn Maintenance Company

F. Declaration of Covenant recorded June 21, 1993 under Auditor's File No. 9306210022 regarding Well and Waterworks located on the "Community Park" area.

G. Restrictions on lots in this plat imposed by various instruments of record which reads 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 nonprofit, 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."

H. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek: Skagit River

I. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

J. Right of the State Washington in and to that portion of said premises, if any, lying in the bed, or former bed, of the Skagit River.