

When recorded return to:

Patrick Matzen  
41774 Cape Horn Drive  
Concrete, WA 98237

## STATUTORY WARRANTY DEED

THE GRANTOR(S) Marilyn R. Singleton, as her separate estate, 7231 St. Rt. 9, Sedro Woolley, WA 98284,

for and in consideration of ten dollars and other valuable consideration

in hand paid, conveys, and warrants to Patrick Matzen, an unmarried person

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

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART  
HEREOF.

Abbreviated legal description: Property 1:  
Lot 12, Block G, Cape Horn on the Skagit, Div. No. 1  
+ Lot 11

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 "B" attached hereto

Tax Parcel Number(s): P63121

Dated: 9/16/2022

Marilyn R. Singleton  
Marilyn R. Singleton

STATE OF WASHINGTON  
COUNTY OF SKAGIT

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2022 - 3870

SEP 19 2022

Amount Paid \$4005.00  
Skagit Co. Treasurer

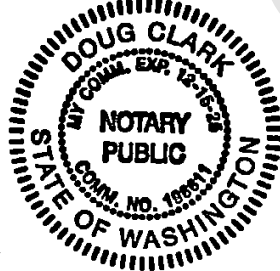
By LT Deputy

This record was acknowledged before me on 16<sup>th</sup> day of September, 2022 by Marilyn R. Singleton.

Doug Clark  
Signature

Notary Public  
Title

My commission expires: 12-15-25



Statutory Warranty Deed  
LPB 10-05

Order No.: 22-16340-KH

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**EXHIBIT A**  
**LEGAL DESCRIPTION**

Property Address: 41774 Cape Horn Drive, Concrete, WA 98237  
Tax Parcel Number(s): P63121

Property Description:

*Lots 11 and*  
Lot 12, Block G, "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.

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## EXHIBIT B

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10. 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.

11. 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

12. 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

13. 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

14. 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

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

16. 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

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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."

17. 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

18. 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.)

19. 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.