

When recorded return to:

Nathan Fauth
16233 Southeast 179th Street
Renton, WA 98058

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20252801

Aug 28 2025

Amount Paid \$325.00
Skagit County Treasurer
By Lena Thompson Deputy

STATUTORY WARRANTY DEED

Guardian NW Title 25-24317-TB

THE GRANTOR(S) **Xochi Flores, an unmarried person**

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to **Nathan Fauth, a married person, as his separate estate**

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

Lot 30, Block C, 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.

Abbreviated legal description: Property 1:

Lot 30, Block C, CAPE HORN ON THE SKAGIT, DIVISION NO. 1

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

Tax Parcel Number(s): P62954/3868-003-030-0003

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Dated: 8/26/25

Xochi Flores

STATE OF WASHINGTON
COUNTY OF SKAGIT

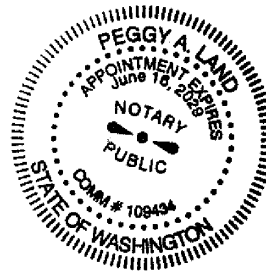
This record was acknowledged before me on this 26 day of August, 2025, by Xochi Flores.

Signature

Title

My commission expires:

June 16, 2029



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EXHIBIT A

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1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
3. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (A) Unpatented mining claims.
(B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof.
(C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B), or (C) are shown by the public records.
(D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
9. 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. 20061120088.

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

10. 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

11. PROTECTIVE COVENANTS, EASEMENTS AND/OR ASSESSMENTS, BUT OMITTING

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RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Recorded: July 13, 1965

Auditor's No.: 668869

12. 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

13. 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

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

15. 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."

16. Any adverse claim by reason of any change in the location of the boundaries of said premises which may

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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

17. 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.)

18. 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.

19. Regulatory notice/agreement regarding Skagit County Right to Manage Natural Resource Lands Disclosure that may include covenants, conditions and restrictions affecting the subject property, recorded on June 23, 2020 as Auditor's File No. 202006230012.

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice. Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

End of Exhibit A