

AFTER RECORDING MAIL TO:  
Mr. Ed L. McFadden  
2610 E. Section Street, Unit 112  
Mount Vernon, WA 98274

200312080114  
Skagit County Auditor  
12/8/2003 Page 1 of 3 11:58AM

Filed for Record at Request of  
Land Title Company of Skagit  
Escrow Number: 110047-PE

LAND TITLE COMPANY

## Statutory Warranty Deed

Grantor(s): Wesley H. Rosenbach and Mildred I. Rosenbach  
Grantee(s): Ed L. McFadden  
Abbreviated Legal: Lot 191, Cedargrove on the Skagit  
Assessor's Tax Parcel Number(s): 3877-000-191-0003, P64272

THE GRANTOR WESLEY H. ROSENBACH and MILDRED I. ROSENBACH, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Ed L. McFadden, a married man as his separate property the following described real estate, situated in the County of Skagit, State of Washington.

Lot 191, "CEDARGROVE ON THE SKAGIT," as per plat recorded in Volume 9 of Plats, pages 48 through 51, inclusive, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Subject to: Schedule "B-1" attached hereto and made a part thereof.

Dated November 25, 2003

Wesley H. Rosenbach  
Wesley H. Rosenbach

Mildred I. Rosenbach  
Mildred I. Rosenbach

STATE OF Washington }  
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Wesley H. Rosenbach and Mildred I. Rosenbach the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 12-8-03



Carrie Huffer  
Notary Public in and for the State of Washington  
Residing at Burlington  
My appointment expires: 12/31/2003

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
# 60222  
DEC 08 2003

Amount Paid \$ 6011.24  
Skagit Co. Treasurer  
By [Signature] Deputy

## EXCEPTIONS:

- A. Right granted to the public in the dedication of the plat 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 roads and ways hereon no drainage waters on any lot or lots shall be diverted or blocked from the natural course so as to discharge upon any public road right of way to hamper 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.
- B. Restrictions as contained on the face of the Plat, as follows:
- "1. All lots shall be subject to an easement 5 feet in width parallel with and adjacent to all lot lines for purposes of utilities and drainage.
  2. Septic tanks and drain fields shall not be constructed Northerly of a line 75 feet Southerly of the 185 foot contour (U.S.G.S. U.S.I.) on Lots 18 through 50 as shown on the face of this plat.
  3. No building structure or fill shall be constructed below the 185 foot contour (U.S.G. U.S.I.) on Lots 18 through 50.
  4. An easement 40 feet in width parallel with, adjacent to and above the mean high water line is reserved for flood protection purposes on Lots 18 through 50.
  5. Minimum building and accessory structure setback lines as specified by Skagit County shall be adhered to on all lots in this plat."
- C. Easement provision on the face of the Plat, as follows:
- "An easement is hereby reserved under and upon the exterior 5 feet of front and rear boundary lines and under and upon the exterior 5 feet of side boundary lines of all lots for utility and drainage purposes."
- D. Conditions and restrictions contained in various contracts and deeds of record, 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 By-Laws of the Cedargrove 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 attorney's fees in such action. The grantee hereby acknowledges receipt of copies of said Articles of Incorporation and By-Laws of the Cedargrove Maintenance Co. This provision is a covenant running with the land and is binding on the grantee, their heirs, successors and assigns.

- Continued -



200312080114

Skagit County Auditor

## D. (Continued)

## 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 the Skagit River."

NOTE: The face of the plat provides, as follows:

Skagit County shall not be responsible for flood control improvements. A 40 foot flood control easement shall be established and maintained on all waterfront lots, with ingress and egress rights for flood control purposes. The 40 foot easement is as measured from the mean high water line.

E. BY-LAWS, AND THE TERMS AND CONDITIONS THEREOF, AND, ANY AND ALL AMENDMENTS THERETO, WHETHER SPECIFICALLY SHOWN HEREIN OR NOT:

Recorded: April 14, 1994; August 24, 1994; November 2, 1995;  
February 12, 1997; June 16, 1999  
Auditor's No.: 9404140020, 9408240092, 9511020058, 9702120073 and  
9906160085.  
Executed By: Cedargrove Maintenance Company

F. Articles of Incorporation of Cedargrove Maintenance Company, and the terms and conditions thereof, as recorded November 2, 1995, under Auditor's File No. 9511020058, and any and all amendments thereto whether of record or not.

G. BY-LAWS OF CEDARGROVE MAINTENANCE COMPANY AND THE TERMS AND CONDITIONS THEREOF:

Recorded: June 6, 2002  
Auditor's No.: 200206060084

H. EASEMENT AND THE 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

*20R*  
*M.L.R.*



200312080114  
Skagit County Auditor

12/8/2003 Page

3 of

3 11:58AM