When recorded return to: Louis N. Chernak and Carol L. Chernak 1614 Woodland Drive Wenatchee, WA 98801



Skagit County Auditor 1/15/2016 Page

\$75.00

3 3:31PM

Recorded at the request of: Guardian Northwest Title File Number: A1 10175

Statutory Warranty Deed GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR Gordon D. Grigsby, a married man as his separate estate for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Louis N. Chernak and Carol L. Chernak, a married couple the following described real estate, situated in the County of Skagit, State of Washington

Abbreviated Legal:

OF WASHING

Lots 41 & 42, Block 3, Holiday Hideaway

Tax Parcel Number(s): P65876, 3926-003-041-0000, P65877, 3926-003-042-0009

Lots 41 and 42, Block 3, HOLIDAY HIDEAWAY NO. 1", according to the plat recorded in Volume 8 of Plats, pages 36 to 42, 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 12/15/2015 SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 2016 136 JAN **1 5** 2016 Amount Paid \$ / 607. Skapit Co. Treasurer Bynun Deputy STATE OF Washington COUNTY OF Skagit I certify that I know or have satisfactory evidence that Gordon D. Grigsby, the persons who appeared before me, and said person(s) acknowledged that he signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes mentioned in this instrument. Date: 12-22-2015Printed Name: VIUNSS Notary Public in and for the ANGSA WHISSA KNUTSON Washington Residing at MOUNT My appointment expires: PUBLIC 07-07-2018

> LPB 10-05(i-1) Page 1 of 3

EXHIBIT A

- A. Terms and conditions of Articles of Incorporation and Bylaws of Holiday Hideaway Association, 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. 201503240074. (Holiday Hideaway Association was formerly known as Guemes Island Beach Club.)
- 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:

Holiday Hideaway No. 1

Recorded:

August 24, 1962

Auditor's No.:

625483

C. Reservations contained in deeds from the State of Washington recorded in Volume 68 of Deeds, page 633; Volume 90 of Deeds, page 267; and Volume 101 of Deeds, page 113, reserving to the grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry.

(Affects: Properties Abutting Tidelands)

- D. Terms and provision of documents recorded as Auditor's File Nos. 8203290018, 8203290019 and 200601100165 regarding the Homeowner's Association
- E. PROVISIONS CONTAINED IN CONTRACTS THROUGH WHICH TITLE IS CLAIMED, AS FOLLOWS:
- "...Buyer agrees to pay, in addition to any other sums or charges herein provided, to the nonprofit GUEMES ISLAND BEACH CLUB, according to its Articles and By-Laws, his proportionate share of the cost of maintenance and upkeep of its property and facilities.

Water will be made available to the property through distribution lines to be installed by Municipal Water District or private water company, such installation to be financed in such manner as may be determined by such District or Company. In the event that such lines are not so installed within three years from the date hereof, or sooner, at Seller's option, Seller shall install such distribution lines and water system for the use of Buyer, and Buyer agrees to use said lines when they have been installed. Buyer agrees to pay, upon completion, a hook up charge to the said distribution lines and a periodic use charge. In such case Buyer and Seller agree that Seller may, at its discretion, continue to own, control, operate and maintain the water distribution lines, or may transfer the water distribution lines to any public or private utility.

Seller reserves the right to remove such standing timber, deadfalls, brush and other ground cover as shall be necessary, in Seller's option, to open the view of adjacent lots..."

(For your information, Holiday Hideaway Country Club is the apparent successor to Guemes Island Beach Club.)

F. TERMS AND CONDITIONS OF DOCUMENT:

Recorded:

February 15, 1968

Auditor's No.:

710270

Said instrument was modified by instrument recorded January 15, 1969, under Auditor's File No. 722327

G. LOT CERTIFICATION, INCLUDING THE TERMS AND CONDITIONS THEREOF. REFERENCE TO THE RECORD BEING MADE FOR FULL PARTICULARS. THE COMPANY MAKES NO DETERMINATION AS TO ITS AFFECTS.

Recorded:

June 21, 2013

Auditor's No.:

201306210114

H. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Recorded:

August 16, 2013

Auditor's No.:

201308160096

Regarding:

Reasonable use exception

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.