



201712280068

Skagit County Auditor

\$77.00

12/28/2017 Page

1 of

4 3:43PM

When recorded return to:
Peter M Spawn
8259 Cedar Grove Avenue
Concrete, WA 98237

Recorded at the request of:
Guardian Northwest Title
File Number: 115201

Statutory Warranty Deed

115201

GUARDIAN NORTHWEST TITLE CO.

THE GRANTOR Victor Zonnefeld, Personal Representative and Authorized Agent of The Estates of Donald Roy Meyer and Lillian Bernice Meyer, both deceased for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Peter M. Spawn, a single man the following described real estate, situated in the County of Skagit, State of Washington.

Abbreviated Legal:

Lot 9, Cedargrove on the Skagit

Tax Parcel Number(s): P64067, 3877-000-009-0005

Lot 9, CEDARGROVE ON THE SKAGIT, according to the plat thereof recorded in Volume 9 of Plats, Pages 48 through 51, 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 per Exhibit "A" attached hereto

Dated 12-27-17

Estate of Lillian Meyer

Victor Zonnefeld Personal Representative
By: Victor Zonnefeld, Personal Representative

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20175985
DEC 28 2017

Amount Paid \$ 1,340.⁰⁰
Skagit Co. Treasurer
By *mem* Deputy

Estate of Donald Roy Meyer

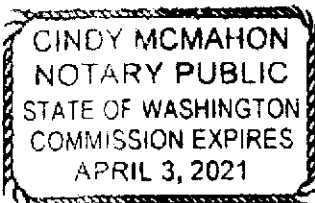
Victor Zonnefeld Authorized Agent
By: Victor Zonnefeld, authorized agent

STATE OF Washington }
COUNTY OF King } SS:

I certify that I know or have satisfactory evidence that Victor Zonnefeld is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the Personal Representative and authorized agent of Estate of Lillian Meyer and Donald Roy Meyer, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 12/27/17

Cindy McMahon



Notary Public in and for the State of Washington
Residing at Washington Kirkland
My appointment expires: 4/3/21

Exhibit A

EXCEPTIONS:

A. 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 Cedargrove on the Skagit
Recorded: June 25, 1968
Auditor's No: 715090

B. 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.

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.

- C. Any question that may arise due to shifting or changing in course of the Skagit River.
- D. RESERVATIONS CONTAINED IN DEED

Executed by: The Federal Land Bank of Spokane
Recorded: September 23, 1939

Auditor's No:
As Follows:

317248 Vol. 178, page 69

"Reserving from the above described land 50% of all minerals, including oil and gas, in or under said land..."

E. Terms and conditions of By-Laws of Cedargrove Maintenance Company, as recorded April 14, 1994 under Auditor's File No. 9404140020.

Modification of By-Laws as disclosed by instruments recorded under the following Auditor's File Numbers: 9408240092, 9511020058, 9702120073, 9906160085, 200206060084, 200609110132, 201104040113 and 201110070051.

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

Dated: December 10, 2007
Recorded: December 11, 2007
Auditor's No.: 200712110047
Executed By: Cedargrove Maintenance Company

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS FOLLOWS:

Recorded: November 21, 2008, October 8, 2009, October 7, 2011, October 3, 2013 and May 24, 2016
Auditor's Nos.: 200811210102, 200910080108, 201110070050, 201310030026 and 201605240048