

When recorded return to:  
Shawn Costello and Elif Costello  
64064 East Cascade Drive  
Marblemount, WA 98267



**201807250042**

07/25/2018 01:30 PM Pages: 1 of 7 Fees: \$105.00  
Skagit County Auditor

Filed for record at the request of:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

425 Commercial St  
Mount Vernon, WA 98273

Escrow No.: 620035089

**CHICAGO TITLE**  
**620035089**

### STATUTORY WARRANTY DEED

THE GRANTOR(S) Lee E. Culverwell and Allan Culverwell, wife and husband  
for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration  
in hand paid, conveys, and warrants to Shawn Costello and Elif Costello, a married couple

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

Lot(s): 99 CASCADE RIVER PARK NO 1

Tax Parcel Number(s): P63648 / 3871-000-099-0002

Subject to:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2018 3250  
JUL 25 2018

Amount Paid \$ 3298.00  
Skagit Co. Treasurer  
By HB Deputy

**STATUTORY WARRANTY DEED**  
(continued)

Dated: July 6, 2018

Lee E. Culverwell  
Lee E. Culverwell

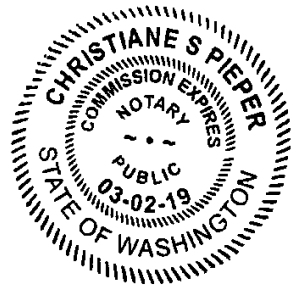
Allan Culverwell  
Allan Culverwell

State of Washington  
Wa of King

I certify that I know or have satisfactory evidence that Lee E. Culverwell, Allan Culverwell  
is/are the person(s) who appeared before me, and said person(s) acknowledged that  
(he/she/they) signed this of instrument and acknowledged it to be (his/her/their) free and voluntary act  
for the uses and purposes mentioned in this instrument.

Dated: 7. 17. 2018

Christiane S. Pieper  
Name: Christiane S. Pieper  
Notary Public in and for the State of Washington  
Residing at: Tacoma  
My appointment expires: 03-02-2019



**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): P63648 / 3871-000-099-0002**

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Lot 99, CASCADE RIVER PARK NO. 1, according to the plat thereof recorded in Volume 8 of Plats, pages 55 through 59, records of Skagit County, Washington.

Situated in Skagit County, Washington.

**EXHIBIT "B"**  
Exceptions

1. Easement, including the terms and conditions thereof, granted by instrument;  
Recorded: February 14, 1956  
Auditor's No.: 531605, records of Skagit County, Washington  
For: Use of roads for hauling timber products  
Affects: Said premises and other property
  
2. Easement, including the terms and conditions thereof, granted by instrument;  
Recorded: December 23, 1941  
Auditor's No.: 347748, records of Skagit County, Washington  
In favor of: Q.R. Bingham  
For: Access  
Affects: Said premises, the exact location and extent of said easement is undisclosed of record
  
3. Easement, including the terms and conditions thereof, granted by instrument;  
Recorded: April 22, 1965 and April 29, 1970  
Auditor's No.: 665207 and 738440, records of Skagit County, Washington  
In favor of: All property owners in said plat  
For: Ingress, egress, utilities and drainage  
Affects: Said premises and other property
  
4. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes and statements, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on CASCADE RIVER PARK NO. 1:  
  
Recording No: 639857

**EXHIBIT "B"**Exceptions  
(continued)

5. Covenants, conditions, and restrictions contained in instrument, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons;

Recorded: May 28, 1942

Auditor's No.: 352577 and 352578, records of Skagit County, Washington

Executed By: Bradsberry Timber Company

As Follows:

Reserving and excepting to the grantor and to its successors and assigns forever the truck logging roads across the said premises and all bridges originally constructed under the contract between the seller and A. Mc Spadden, said road being a strip of land 40 feet in width and being 20 feet on each side of the centerline of said truck logging road as now laid out and constructed on, over, and across the said premises.

Reserving and excepting also to the grantor and to its successors and assigns forever all other existing roads and bridges on or across the said premises or any part thereof.

Reserving and excepting also to the grantor and to its successors and assigns forever the right at any and all times thereafter to lay out, construct, and maintain on, over, and across the said premises and any and all parts thereof, all such other roads and bridges as the said grantor, its successors and assigns may at any time deem necessary or convenient, and the right in perpetuation to use the said roads and bridges for any and all purposes whatsoever without compensation or restriction.

6. Any charges and assessments nor or hereafter levied as provided for in, and for the purposes set forth in the Articles of Incorporation and By-Laws of the Cascade River Community Club, Inc., a non-profit and non-stock Washington corporation.
7. Covenants, conditions, and restrictions contained in declaration(s) of restriction, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons;
- Recorded: May 30, 1979
- Auditor's No(s): 7905300013, records of Skagit County, Washington
- Executed By: Cascade River Park

**EXHIBIT "B"**Exceptions  
(continued)

8. Covenants, conditions, and restrictions contained in declaration(s) of restriction, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons;  
Recorded: August 12, 1981  
Auditor's No(s): 8108120027, records of Skagit County, Washington  
Executed By: Cascade River Park
9. Covenants, conditions, and restrictions contained in declaration(s) of restriction, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons;  
Recorded: May 24, 1983  
Auditor's No(s): 8305240010, records of Skagit County, Washington  
Executed By: Cascade River Park
10. Covenants, conditions, and restrictions contained in instrument, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons;  
Recorded: May 15, 1970  
Auditor's No.: 738985, records of Skagit County, Washington  
Executed By: Cascade River Development Company  
As Follows:

This Deed is ALSO subject to a covenant providing as follows: PURCHASERS 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 Cascade River Community Club, Inc., a non-profit and 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. This provision is a covenant running with the land and is binding on the purchasers, their heirs, successors and assigns.

- B. Use of said property for residential purposes ONLY.

**EXHIBIT "B"**Exceptions  
(continued)

11. Assessments or charges and liability to further assessments or charges, including the terms, covenants, and provisions thereof, disclosed in instrument(s); Auditor's No(s): 738985, records of Skagit County, Washington  
Imposed By: Cascade River Development Company
12. As to any portion of said land now, formerly or in the future covered by water: Questions or adverse claims related to (1) lateral boundaries of any tidelands or shorelands; (2) shifting in course, boundary or location of the body of water; (3) rights of the State of Washington if the body of water is or was navigable; and (4) public regulatory and recreational rights (including powers of the USA) or private riparian rights which limit or prohibit use of the land or water.
13. City, county or local improvement district assessments, if any.
14. Assessments, if any, levied by Cascade River Park Maintenance Company.