201904190046

24/19/2019 11:04 AM Pages: 1 of 5 Fees: \$103.00
Skagit County Auditor

When recorded return to:

Kimberly R. Frazier 43819 284th Ave SW Enumclaw, WA 98022

GUARDIAN NORTHWEST TITLE CO.

## STATUTORY WARRANTY DEED

 $THE\ GRANTOR(S)\ Deanne\ Wientge,\ who\ acquired\ title\ as\ Deanne\ Wientge\ Cotter,\ as\ her\ separate\ estate,$ 

for and in consideration of ten dollars and other valuable consideration

in hand paid, conveys, and warrants to Kimberly R. Frazier, an unmarried woman

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

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Abbreviated legal description: Property 1: Lot 101, Cascade River Park Div. 3

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 "B" attached hereto

Tax Parcel Number(s): P63974 & 3873-000-101-0006

KIMU

Deanne Wientge

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 2019/4/5 APR 1 9 2019

Amount Paid \$ 539 ·
Skagit Co. Treasurer
By Mam Deputy

Statutory Warranty Deed LPB 10-05

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## STATE OF WASHINGTON COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Deanne Wientge is the person who appeared before me, and said person acknowledged that he is signed this instrument and acknowledged it to be his first free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 11 day of April, 2019

Signature

Title

My appointment expires: 6/23/2021



Crdcr No.: 19-2015-KH

## **EXHIBIT A**LEGAL DESCRIPTION

Property Address: 8723 Vista Loop, Marblemount, WA 98267 Tax Parcel Number(s): P63974 & 3873-000-101-0006

Property Description:

Lot 101, "CASCADE RIVER PARK NO. 3," as per plat recorded in Volume 9 of Plats, pages 22 through 24, inclusive, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

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## EXHIBIT B

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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 1—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. (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.
- 4. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- 5. 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.

(Said Exception will not be included on Extended Coverage Policies)

6. Easements, claims of easement or encumbrances which are not shown by the public records.

(Said Exception will not be included on Extended Coverage Policies)

7. 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.

(Said Exception will not be included on Extended Coverage Policies)

8. 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.

(Said Exception will not be included on Extended Coverage Policies)

9. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires of record for the value the escrow or interest or mortgage(s) thereon covered by this Commitment.

(Said Exception will not be included on Standard or Extended Coverage Policies)

10. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Cascade River Park Division No. 3 recorded June 14, 1966 as Auditor's File No. 684135.

The company calls attention to provisions contained in Washington Uniform Common Interest Ownership Act, Senate Bill 6175 providing that Plats recorded after July 1, 2018, and older Plats that have opted in, that meet the requirements under Senate Bill 6175 will require delivery to the Proposed Purchaser of either a "Public Offering Statutory Warranty Deed

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Statement" or "Resale Certificate".

11. General scheme or plan as disclosed by deeds in the same subdivision, 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 nonprofit and nonstock 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.

Use of said property for residential purposes only."

- 12. Reservations, provisions and/or exceptions contained in instrument executed by Cascade River Community Club, a nonprofit corporation recorded May 30, 1979 as Auditor's File No. 7905300013.
- 13. Any adverse claim by reason of any change in the location of the boundaries of said premises, which may have resulted from, any change in the location of the Cascade River.
- 14. 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.)

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