

When recorded return to:

Luke O. Cheslik and Carolyn Stephen Cheslik
1007 Jameson Street
Sedro-Woolley, WA 98284

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20251792

Jun 10 2025

Amount Paid \$5365.00
Skagit County Treasurer
By Lena Thompson Deputy

STATUTORY WARRANTY DEED

Guardian NW Title 25-23508-TB

THE GRANTOR(S) **Robyn Pincus**, a single woman, 82 White Run Lane, Gettysburg, PA 17325,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to **Luke O. Cheslik and Carolyn Stephen Cheslik, husband and wife**

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

Lot 35, CEDARGROVE ON THE SKAGIT, as per plat recorded in Volume 9 of Plats at page 48 through 51, inclusive, in the records of Skagit County, State of Washington.

Abbreviated legal description: Property 1:
Lot 35, CEDARGROVE ON THE SKAGI

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

Tax Parcel Number(s): P64095/3877-000-035-0003

Statutory Warranty Deed
LPB 10-05

Order No.: 25-23508-TB

Page 1 of 5

Dated: 6/6/25

Robyn Pincus
Robyn Pincus

STATE OF WASHINGTON
COUNTY OF SKAGIT

This record was acknowledged before me on this 6 day of June, 2025, by Robyn Pincus.

Jennifer Brazil
Signature

Notary Public
Title

My commission expires: 7-25-28



EXHIBIT A

25-23508-TB

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date, but prior to the date that the proposed insured acquires record title, for value, of the estate or interest or mortgage thereon covered by this Commitment.
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. 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 Plat of Cedargrove on the Skagit recorded June 25, 1968 as Auditor's File No. 715090.

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 Statement" or "Resale Certificate".

10. CONDITIONS AND RESTRICTIONS CONTAINED IN VARIOUS CONTRACTS AND DEEDS OF RECORD, AS FOLLOWS:

Statutory Warranty Deed
LPB 10-05

"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.

11. 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 Skagit River, or its banks, or which may result from such change in the future.

12. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line ordinary high water of Skagit River.

13. 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.)

14. RESERVATIONS CONTAINED IN DEED

Executed by:

The Federal Land Bank of Spokane

Recorded:

September 23, 1939

Auditor's No:

317248 Vol. 178, page 69

As Follows:

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

15. 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

Statutory Warranty Deed
LPB 10-05

Order No.: 25-23508-TB

Page 4 of 5

and 201110070051.

16. Protective covenants, easements and/or assessments, but omitting restrictions, if any, based on race, color, religion or national origin executed by Cedargrove Maintenance Company, dated December 10, 2007, recorded December 11, 2007 as Auditor's File No. 200712110047.

Above covenants, conditions and restrictions were amended and recorded November 21, 2008, October 8, 2009, October 7, 2011, October 3, 2013 and May 24, 2016 as Auditor's File No. 200811210102, 200910080108, 201110070050, 201310030026 and 201605240048.

17. Regulatory notice/agreement regarding Protected Critical Area Site Plan that may include covenants, conditions and restrictions affecting the subject property, recorded on May 18, 2022 as Auditor's File No. 202205180066 .

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.

18. Lot certification, including the terms and conditions thereof, recorded on December 6, 2022 as Auditor's File No. 202212060050. Reference to the record being made for full particulars. The company makes no determination as to its affects.

End of Exhibit A