

When recorded return to:

Jose De Jesus Chavez, Enedina Guadalupe Martinez  
3010 Arbor St  
Mount Vernon, WA 98273



201405230118

Skagit County Auditor

\$79.00

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LAND TITLE OF SKAGIT COUNTY

#148045-0

Filed for Record at Request of  
Attorney's Title Of Washington, Inc.  
Escrow Number: TC1-38436

### Statutory Warranty Deed

THE GRANTOR Clancey L. Richards, a married man as his separate property for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Jose De Jesus Chavez, and Enedina Guadalupe ~~Chavez~~, husband and wife the following described real estate, situated in the County of Skagit, State of Washington -> MARTINEZ  
(Not Grantor's Primary Residence)

Abbreviated Legal:

Lot 123, Rosewood PUD Ph. 2, Div. 1.

AS ATTACHED HERETO AS EXHIBIT "A" AND BY THIS REFERENCE INCORPORATED HEREIN

Tax Parcel Number(s): 4827-000-123-0000 Property ID No. P121143

Dated 5/21/2014

Grantee herein is prohibited from conveying captioned property for any sales price for a period of 30 days from the date of this deed. After this 30 day period, Grantee is further prohibited from conveying the property for a sales price greater than \$168,000 (120% of short sale price) until 90 days from the date of this deed. These restrictions shall run with the land and are not personal to the Grantee.

  
Clancey L. Richards

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

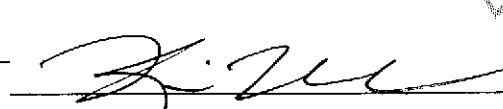
2014/1771  
MAY 28 2014

STATE OF WASHINGTON }  
COUNTY OF SNOHOMISH } SS:

Amount Paid \$ 2461.40  
Skagit Co. Treasurer  
By MAN Deputy

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

Dated: 5/21/14

  
Notary Public in and for the State of  
Washington  
Residing at FIRCHES  
My appointment expires: 11/19/17



## EXHIBIT A

Lot 123, "ROSEWOOD P.U.D. PHASE 2, DIVISION 1," as per plat recorded on December 3, 2003, under Auditor's File No. 200312030041, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

### SUBJECT TO:

Unrecorded leaseholds, if any; rights of vendors and holders of security interests on personal property installed upon said property, and rights of tenants to remove trade fixtures at the expiration of the term.

### RESERVATION CONTAINED IN DEED:

From: Puget Mill Company, a corporation  
Recorded: December 18, 1926  
Volume/Page: Volume 142 of Deeds, page 146  
As Follows:

"The party of the first part hereby reserves unto itself and unto its successors and assigns, the full, complete and absolute right to all oils, gases, coal, minerals, metals and fossils of every name and nature which may be in or upon said land or any part thereof, with the right of entry upon said land to prospect and explore for oils, gases, coal, minerals, party of the second part, its successors and assigns, shall be reasonably compensated for all damages done to the surface and soil of said land and the improvements thereon in carrying on any of such operation."

NOTE: Pope Resources, a Delaware Limited now claims ownership of the mineral interests according to instrument recorded May 22, 1986, under Auditor's File No. 8605220031.

### DECLARATION OF RESTRICTIVE COVENANTS AND THE TERMS AND CONDITIONS THEREOF:

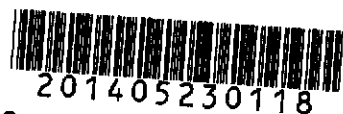
By: Self-Help Housing, a Washington non-profit corporation  
Dated: June 1, 1998  
Recorded: June 23, 1998  
Auditor's No.: 9806230104

### EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: City of Mount Vernon  
Purpose:

To construct, or cause to construct, maintain, replace, reconstruct, and remove all cut and fill slopes, with all appurtenances incident thereto or necessary therewith, in and across the said premises, for the purpose of constructing or cause to construct, and removal of all utilities, including, but not limited to sanitary sewage facilities, storm drainage facilities, power transmission facilities, telephone communication facilities, cable television facilities, natural gas facilities, water facilities and any other utility without limitation, with all appurtenances incident thereto and necessary therewith, in the said premises, and to cut and remove from the said premises any trees and other obstruction that may endanger the safety of or interfere with the use of such facilities or appurtenances in and across said premises; and the right of ingress and egress to and over said premises at any and all times for the purpose of doing anything necessary, useful or convenient for the enjoyment of the easement hereby granted; and the right of conveyance of said easement and privileges.

Unless the City Engineer has granted approval, property owner is prohibited from building improvements in and across said premises. All revenue from the sale of merchantable timber within said easement is to be paid to the Grantor.



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Area Affected Continued:

Beginning at the Southwest corner of said subdivision (South ¼ corner); thence North 0°47'05" West 594.35 feet along the West line of said subdivision, also being the centerline of North 30th Street, to a point of curvature; thence along the arc of said curve to the right having a radius of 355.00 feet, through a central angle of 66°37'03", an arc distance of 412.76 to a point of tangency; thence North 65°49'58" East 496.30 feet to a point of curvature; thence along the arc of said curve to the left having a radius of 423.24 feet, through a central angle of 36°03'41", an arc distance of 266.38 feet to a point of tangency; thence North 29°46'17" East 17.32 feet, more or less, to the North line of said Southwest ¼ of the Southeast ¼ and the terminus of said centerline.

EXCEPT existing road rights-of-way.

Dated: November 24, 1998  
Recorded: December 31, 1998  
Auditor's No.: 9812310052

AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: Self Help Housing, a Washington corporation  
And: City of Mount Vernon, a Washington municipal corporation  
Dated: February 8, 2000  
Recorded: February 14, 2000  
Auditor's No.: 200002140087

PRIVATE DRAINAGE EASEMENT PROVISIONS CONTAINED ON THE FACE OF THE PLAT,  
AS FOLLOWS:

An easement for the purpose of conveying local storm water runoff is hereby granted in favor of all abutting private lot owners in the areas designated as private drainage easements. The maintenance of private drainage easements established and granted herein shall be the responsibility of, and the costs thereof shall be borne equally by, the present and future owners of the abutting private lot owners and their heirs, owners personal representatives, and assigns.

The City of Mount Vernon is hereby granted the right to enter said easements for emergency purposes at its own discretion.

UTILITIES EASEMENT ON THE FACE OF THE PLAT:

An easement is hereby reserved for and granted to the City of Mount Vernon, Public Utility District No. 1, Puget Sound Energy, Verizon Northwest, Cascade Natural Gas Corp. and Comcast Corporation and their respective successors and assigns under and upon the exterior ten (10) feet of front boundary lines of all lots and tracts as shown on the face of this plat and other utility easements, if any, shown on the face of this plat, in which to install, lay, construct, renew, operate, maintain, and remove utility systems, lines, fixtures, appurtenances attached thereto, for the purpose of providing utility services to the subdivision and other property, together with the right to enter upon the lots and tracts at all times for the purposes stated, with the understanding that any grantee shall be responsible for all unnecessary damage it causes to any real property owner in the subdivision by the exercise of rights and privileges herein granted, an easement was additionally conveyed to Puget Sound Energy, Inc. per A.F. No. 200306160285 as follows:

All areas located within 5 (five) feet perimeter of the exterior surface of all ground mounted vaults and transformers.



NOTES CONTAINED ON THE FACE OF THE PLAT, AS FOLLOWS:

1. Zoning Classification: Rosewood P.U.D. (R-1, 9.6)
2. Building set backs: Single family lots (SF)  
Front 20' (corner lots have two front yards)  
Rear: 20'  
Side: 7.5' (or as otherwise shown hereon)  
Common wall lots (CW)  
Front 20' (corner lots have two front yards)  
Rear, 20'  
Side 0' on common sides, 7.5' on non-common sides (or as otherwise shown hereon)
3. Sewage Disposal: City of Mount Vernon
4. Storm Drainage: City of Mount Vernon, Storm water detention facilities for this plat were previously constructed within Tract "A", Plat of Rosewood P.U.D. Phase I and are owned and maintained by the City of Mount Vernon.
5. Street Standard: City of Mount Vernon
6. Water: Skagit County P.U.D. No. 1
7. Power: Puget Sound Energy
8. Telephone: Verizon Northwest



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9. Gas: Cascade Natural Gas
10. Television Cable: Comcast Corporation
11. Garbage collection: City of Mount Vernon, Solid Waste Collection for lots shall be at the edge of the public right of way.
12. This plat has been laid out and constructed per the approved Rosewood P.U.D. available at the City of Mount Vernon Planning Department. The Rosewood P.U.D. allowed for a mix of single family lots (SF) and duplex or common wall construction lots (CW).
13. All lots within this subdivision are subject to impact fees for schools, fire, parks, and any other city impact fees payable upon issuance of a building permit.
14. Siltation control devices may be required for each lot during home construction or subsequent soil disturbances. See City of Mount Vernon Engineering Department for details.
15. This property is subject to and together with easements, reservations, restrictions, covenants, liens, leases, or other instruments of record referred to in Land Title Company Report referenced under note 2 above. Said report lists documents recorded under Auditor's File Nos. 8605220031, 9806230104, 9812310051, 9812310052, 200002140087, 200002140086, 200308190082, 200205240098, 200306160285 and document recorded in Volume 142 of Deeds, page 146.
16. Homes shall be built on site per the designs approved in the Rosewood P.U.D. or an alternative design approved by the City of Mount Vernon.
17. Owner/Developer: Rosewood Estates, LLC  
17146 Britt Road  
Mount Vernon, WA 98273  
Phone: 360-424-4886
18. Tract "N" is not to be considered a separate building Tract. Tract "N" is for open space and is dedicated to the City of Mount Vernon for ownership and maintenance. Tract "N" is to be combined or aggregated with Tract "A", Rosewood P.U.D. Phase I and maintained per any previous agreement or documentation with respect to the Rosewood Open Space.
19. The Plat of Rosewood P.U.D. Phase 2 shall have the same rights and access to the previously platted open spaces shown on the Plat of Rosewood P.U.D. Phase 1 including Tract B, Tract C and Tract Z. The same reciprocal rights and access shall apply for open space Tracts L and M created via this Phase for owners of Rosewood P.U.D. Phase 1. All previously recorded documents with respect to the Homeowners' Association and maintenance responsibilities shall apply to this division, see documents recorded under Note Number 22 (on plat).



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20. Tract L and Tract M are not to be considered separate building Tracts. Tracts L and M are for open space, private drainage and recreational purposes. No structures shall be placed on said Tracts L and M without the written consent of the City of Mount Vernon. "Structures" shall mean any building, wall, driveway, walkway, patio, garage, storage shed, carport, mailbox, swimming pool, dog run or additional playground equipment. The Rosewood Homeowners' shall be responsible for all repair and maintenance of landscaping and playground equipment within said Tracts L and M.

21. Tract J and Tract K are not to be considered as separate building sites. Tracts J and K are areas of future phases. No building permits shall be issued for Lots in said Tracts until such time as the road and utility improvements have been built or bonded to the satisfaction of the City of Mount Vernon and the final plats for said future phases have been recorded with the County Auditor.

22. Only 34 lots within this Plat of Rosewood P.U.D. Phase 2, Division 1, shall be issued building permits until such time as the road improvements within the 30<sup>th</sup> Street right-of-way (dedicated to The City of Mount Vernon) from the West boundary line to the North boundary line of this plat, have been built or bonded to the satisfaction of the City of Mount Vernon. At such time 30<sup>th</sup> Street is built or bonded, all lots within this plat will be available for the issuance of building permits. Additionally, when 30<sup>th</sup> Street right-of-way improvements are built or bonded to the satisfaction of the City of Mount Vernon, a final plat may be recorded for all lots within Tract J shown hereon.

**EASEMENT AND TERMS AND CONDITIONS THEREOF:**

Disclosed By: Plat of said addition  
Purpose: Setbacks  
Area Affected: As shown

**PROTECTIVE COVENANTS, CONDITION AND RESTRICTIONS AND THE TERMS AND CONDITIONS THEREOF:**

By: Self-Help Housing, a Washington Not-For-Profit Corporation  
Recorded: May 29, 2002  
Auditor's File No.: 200205290098

**AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN SAID PLAT AND IN DECLARATION OF PROTECTIVE RESTRICTIONS, AS HERETO ATTACHED**

Declaration Dated: --, 2006  
Recorded: February 22, 2006  
Auditor's No.: 200602220048  
Executed By: The Great American Dream, Inc., a Washington corporation; and  
Landmark Building and Development, Inc., a Washington corporation



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BY LAWS OF ROSEWOOD HOMEOWNER'S ASSOCIATION, AND THE TERMS AND  
CONDITIONS THEREOF

Recorded: March 19, 2004  
Auditor's File No.: 200403190133

AMENDED BYLAWS AND THE TERMS AND CONDITIONS THEREOF:

Recorded: February 22, 2006  
Auditor's No.: 200602220048

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Energy, Inc., a Washington Corporation  
Purpose: The right to construct, operate, maintain, repair, replace,  
improve, remove, enlarge, and use the easement area for one or  
more utility systems for purposes of transmission, distribution  
and sale of electricity.

Area Affected: Easement No. 1: All streets and road rights-of-way as now or  
hereafter designed, platted, and/or constructed within the above  
described property. (When said streets and road are dedicated to  
the public, this clause shall become null and void.)  
Easement No. 2: A strip of land 10 feet in width across all lots,  
tracts and open spaces located within the above described  
property being parallel to and coincident with the boundaries of  
all private/public street and road rights-of-way.  
Easement No. 3: All areas located within a 5 (five) feet  
perimeter of the exterior surface of all ground mounted vaults  
and transformers.

Dated: Not disclosed  
Recorded: June 16, 2003  
Auditor's No.: 200306160285

EASEMENT AND TERMS AND CONDITIONS THEREOF:

Disclosed By: Plat of said addition



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**EASEMENT AND TERMS AND CONDITIONS THEREOF:**

Disclosed By: Plat of said addition  
Purpose: Water Pipeline Easement  
Area Affected:

"An easement over Tract J is granted to Public Utility District No. 1 of Skagit County, Washington, a municipal corporation, its successors or assigns, the perpetual right, privilege, and authority enabling the PUD to do all things necessary or proper in the construction and maintenance of a water line, lines, or related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or lines, or related facilities, along with necessary appurtenances for the transportation of water over, across, along, in and under the lands shown on the plat together with the right of ingress to and egress from said lands across adjacent lands of the grantor; also, the right to cut and/or trim all brush, timber, trees, or other growth standing or growing upon the lands of the grantor which, in the opinion of the District, constitutes a menace or danger to said line or to persons or property by reason of proximity to the line. The grantor agrees that title to all timber, brush, trees, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this agreement is vested in the district.

Grantor, its heirs, successors, or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the general manager of the district. Grantor shall conduct its activities and all other activities on grantors property so as not to interfere with, obstruct, or endanger the usefulness of any improvements or other facilities, now or hereafter maintained upon the easement or in any way interfere with, obstruct or endanger the districts use of the easement."

**SKAGIT COUNTY RIGHT TO FARM DISCLOSURE AND THE TERMS AND CONDITIONS THEREOF:**

Grantor: Shereen Jurdi, an unmarried person  
Grantee: Clancey L. Richards, a single man  
Recorded: May 30, 2008  
Auditor's File No.: 200805300090  
As Follows:

"Skagit County has established a policy for unincorporated areas to protect and encourage agriculture and forestry operations. If your real property is located near an agriculture or forestry operations, you may be subject to inconvenience or discomfort arising from such operations, including but not limited to, noise, odors, fumes, dust, flies, and other associated pests, the operation of machinery of any kind during any 24-hour period, the storage and disposal of manure, and the application of fertilizers, soil amendments, and pesticides. If conducted in compliance with local, state, and federal laws, these inconveniences or discomforts are hereby deemed not to constitute a nuisance as provided in Chapter 7.48 RCW for purposes of the Skagit County Code and shall not be subject to legal action as a public nuisance."

