11/03/2023 10:09 AM Pages: 1 of 7 Fees: \$209.50

Skagit County Auditor, WA

When recorded return to: Michael E. Pena and Kimberly J. Pena 313 South 48th Street Mount Vernon, WA 98274

> SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX Affidavit No. 20238656 Nov 03 2023 Amount Paid \$9295.00 Skagit County Treasurer By Lena Thompson Deputy

Filed for record at the request of:



1835 Barkley Boulevard, Suite 105 Bellingham, WA 98226

Escrow No.: 245460276

# CHICAGO TITLE COMPANY 620055003

### STATUTORY WARRANTY DEED

THE GRANTOR(S) Elinor L. Tapio, as her separate estate

for and in consideration of Ten And No/100 Dollars (\$10.00) and other good and valuable consideration

in hand paid, conveys and warrants to Michael E. Pena and Kimberly J. Pena, a married couple

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

LOT 90, PLAT OF WOODSIDE PUD DIVISIONS 1 AND 2, RECORDED JULY 27, 2016, UNDER RECORDING NO.

201607270025, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

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

Tax Parcel Number(s): P133283 / 6038-000-090-0000

Subject to:

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

# STATUTORY WARRANTY DEED (continued)

by Elinor L. Tapio.

Statutory Warranty Deed (LPB 10-05) WA0000816.doc/Updated: 03-22-23

Page 2

WA-CT-FNBG-02150.622443-245460276

State of California  County of _MARIN	California All-Purpose Certifical A notary public or other officer completing this certificate verifies document to which this certificate is attached, and not the truthful	only the identity of the individual who signed the
Description of Attached Document  The preceding Certificate of Acknowledgement is attached to a document titled/for the purpose of STATUTORY WARRANTY DEED  Description of Attached Document  The signer(s) capacity or authority is/are as:  Individual(s) In	State of California	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  WITNESS my hand and official seal.  OPTIONAL INFORMATION  Description of Attached Document  The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of STATUTIORY WARRANTY DEED  Containing pages, and dated  Notarel event is detailed in notary journal on Proved to me on the basis of satisfactory evidence form(s) of identification credible witness(es)  Notarel event is detailed in notary journal on Page # Entry # Notary contact  Other  Andrenal Signer Signer(s) Thumbprints(s)  Guarden/Conservator  Parter - Limited/Ceneral  Trustee(s)  Other:	County of MARIN	<b>8.5</b> .
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.  WITNESS my hand and official seal.  MAS. OO. NOTARY PUBLIC  OPTIONAL INFORMATION  Description of Attached Document  The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of STATUTORY WARRANTY DEED  Containing pages, and dated  Notary of identification credible-winess(es)  Notary contact  Notary contact  Other  Ackinonal Signer Signer(s) Thumbprints(s)  Guardiani/Conservator Partner - Limited/General Trustee(s)  Other:		, NOTARY PUBLIC .
Description of Attached Document  The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of STATUTORY WARRANTY DEED  Method of Signer Identification  Proved to me un the basis of satisfactory evidence form(s) of identification credible witness(es)  Notating pages, and dated Notative detailed in notary journal on Page # Entry # Difference form(s) of identification credible witness(es)  Notative contact Other  Articlional Signer Signer(s) Thumbprints(s)  Guardian/Conservator  Partner - Limited/General Trustee(s)  Other	is/are subscribed to the within instrument and acknow the same in his/her/their authorized capacity(ies), and instrument the person(s), or the entity upon behalf of instrument.  I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragraph true and correct.  WITNESS my hand and official seal.	viedged to me that he/she/they executed that by his/her/their signature(s) on the which the person(s) acted, executed the vision with the person with the pers
The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of STATUTORY WARRANTY  DEED  Proved to me on the basis of satisfactory evidence form(s) of identification credible witness(es)  Notarial event is detailed in notary journal on Page # Entry #  Individual(s) Altorney-in-fact Corporate Officer(s)  Guardian/Conservator Partner - Limited/General Trustee(s) Other:  Other	——————————————————————————————————————	
document titled/for the purpose of STATUTORY WARRANTY  DEED  Proved to me on the basis of satisfactory evidence form(s) of identification credible: witness(es)  Containing pages, and dated Notarral event is detailed in notary journal on Page # Entry #   Individual(s) Altorney-in-fact Corporate Officer(s) Other Articitional Signer Signer(s) Thumbprints(s)  Guardian/Conservator		
The signer(s) capacity or authority is/are as:  Individual(s) Altorney-in-fact Corporate Officer(s)  Guardian/Conservator Partner - Limited/General Trustee(s) Other	document titled/for the purpose of STATUTORY WARRANTY	Proved to me un the basis of satisfactory evidence
Individual(s) Altorney-in-fact Corporate Officer(s)  GuardianiConservator Partner - Limited/General Trustee(s) Other	containing pages, and dated	
Altorney-in-fact Corporate Officer(s)  Articlitional Signer Signer(s) Thumbprints(s)  Guardian/Conservator Partner - Limited/General Trustee(s)  Other	The signer(s) capacity or authority is/are as:	Page # Entry #
Corporate Officer(s) Other  Articlitional Signer Signer(s) Thumbprints(s)  Guardian/Conservator Partner - Limited/General Trustee(s) Other:		Notary contact
Guardian/Conservator Partner - Limited/General Trustee(s) Other:		
Pertner - Limited/General Trustee(s) Other:		
Trustee(s) Other:		
representing:	Partner - Limited/General	
	Partner - Limited/General Trustee(s)	

#### Exceptions

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a
document:

Granted to: Harold A. Mason Holder and Janet Masonholder, husband and wife

Purpose: Ingress and egress Recording Date: March 8, 1955

Recording No.: 514230

2. Special Use Permit No. SP-84-016 and the terms and conditions thereof:

Recording Date: August 1, 1984 Recording No.: 8408100036

Notice of On-Site Sewage System Status and the terms and conditions thereof

Recording Date: March 19, 1985 Recording No.: 8503190025

4. Mound Fill System Installation Conditional Agreement and the terms and conditions thereof

Recording Date: July 19, 1988 Recording No.: 88087190009

 Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: John and Sandra Thomas, husband and wife

Purpose: Ingress, egress and utility Recording Date: November 4, 1996 Recording No.: 9611040097

6. Agreement and the terms and conditions thereof

Recording Date: May 3, 2000 Recording No.: 200005030063

7. Variance and the terms and conditions thereof:

Recording Date: April 18, 2001 Recording No.: 200104180095

8. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments,

dedications, building setback lines, notes, statements, and other matters, 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 Short Plat No. PL01-0579:

Exceptions (continued)

Recording No: 200202010016

Boundary Line Adjustment Quit Claim Deed and the terms and conditions thereof:

Recording Date: December 9, 2005 Recording No.: 200512090118

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a

document:

Granted to: City of Mount Vernon

Purpose: Emergency Access, Storm Drainage Pond, Sanitary Sewer and other related

purposes

Recording Date: December 11, 2006 Recording No.: 200612110207

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a

document:

Granted to: Puget Sound Energy, Inc., a Washington corporation

Purpose: Electric transmission and/or distribution line, together with necessary appurtenances

Recording Date: October 14, 2015 Recording No.: 201510140051 Affects: Portion of said premises

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a

document:

Granted to: City of Mount Vernon

Purpose: Repairing, replacing, operating and maintaining sanitary sewer service and related

utility facilities

Recording Date: November 3, 2015 Recording No.: 201511030042 Affects: Portion of said premises

13. Notice of Mitigation Areas and Easements for Native Growth Protection and the terms and

conditions thereof:

Recording Date: March 21, 2016 Recording No.: 201603210161

14. Restrictive Covenant (Regarding Eligible Adult Residents) and the terms and conditions

thereof:

Recording Date: April 19, 2016 Recording No.: 201604190058

Possible monetary amounts regarding School Impact Fees

15. Resolution No. 901 accepting Development Agreement and the terms and conditions thereof:

Recording Date: July 18, 2016 Recording No.: 201607180127

Exceptions (continued)

Said document is a re-recording of Recording No. 201602110007.

 Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments,

dedications, building setback lines, notes, statements, and other matters, 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 Final Woodside PUD LU-07-009 (Final PUD Plan):

Recording No: 201607270024

 Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments,

dedications, building setback lines, notes, statements, and other matters, 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 the Plat of Woodside PUD Division 1 and 2:

Recording No: 201607270025

 Covenants, conditions, restrictions and easements 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, source of income, gender, gender identity, gender expression,

medical condition or genetic information, 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 in the document

Recording Date: July 27, 2016 Recording No.: 201607270026

Modification(s) of said covenants, conditions and restrictions

Recording Date: December 21, 2017 Recording No.: 201712210049

Modification(s) of said covenants, conditions and restrictions

Recording Date: January 28, 2019 Recording No.: 201901280093

Modification(s) of said covenants, conditions and restrictions

Recording Date: November 4, 2019

Exceptions (continued)

Recording No.: 201911040122

Any unpaid assessments or charges and liability to further assessments or charges, for which 19. a lien may have

arisen (or may arise), all as provided for in instrument set forth below: Imposed by: Woodside PUD Community Association

Recording Date: July 27, 2016 Recording No.: 201607270026

20. Agreement for Maintenance of Stormwater Pond during Construction Phases and the terms and conditions

thereof:

Recording Date: July 27, 2016 Recording No.: 201607270027

Reservations and exceptions in United States Patents or in Acts authorizing the issuance 21. thereof; Indian treaty or aboriginal rights.