AFTER RECORDING MAIL TO:
Donald L. Bergner

200209300275
Skagit County Auditor
9/30/2002 Page 1 of 3 2:21PM

Filed for Record at Request of
Land Title Company of Skagit County
Escrow Number: PA-102752-E

LAND TITLE COMPANY OF SKAGIT COUNTY

# Statutory Warranty Deed

Grantor(s): Daniel A. Meyer, Sheryl L. Meyer
Grantee(s): Donald L. Bergner, Carol P. Bergner
Abbreviated Legal: Lot 34, Parkside
Additional legal(s) on page:
Assessor's Tax Parcel Number(s): P99138/4552-000-034-0003

**THE GRANTOR** DANIEL A. MEYER and SHERYL L. MEYER, husband and wife for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to DONALD L. BERGNER and CAROL P. BERGNER, husband and wife
the following described real estate, situated in the County of SKAGIT , State of Washington:
Lot 34, "PLAT OF PARKSIDE", as per plat recorded in Volume 14 of Plats, pages 170 through 174, inclusive, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

See Attached Exhibit A
Dated this ____ day of ____

4572
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID
SEP 30 2002
Amount Paid $ 6596.00
Skagit County Treasurer
By: ____ Deputy

By ____
Daniel A. Meyer

By ____
Sheryl L. Meyer

By ____

By ____

STATE OF WASHINGTON
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Daniel A. and Sheryl L. Meyer are the person s who appeared before me, and said person s acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: September 16, 2002

K-C KNUDSON
COMMISSION EXPIRES
NOTARY
PUBLIC
4-19-06
STATE OF WASHINGTON

K-C Knudson
K-C Knudson
Notary Public in and for the State of WASHINGTON
Residing at Sedro Woolley
My appointment expires: 4/19/06

UNOFFICIAL DOCUMENT

# Exhibit A

EXCEPTIONS:

A. Dedication contained on the face of the Plat, as follows:

"...do hereby declare this plat and dedicate to the use of the public forever all roads and ways, except private and corporate roads, shown hereon with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots, where water might take a natural course, in the original reasonable grading of the roads and ways shown hereon; and do hereby dedicate to the use of the public forever the 10 foot BRIDLE PATH EASEMENT shown hereon for use as a pedestrian and horse riding trail.

Following original reasonable grading of roads and ways hereon, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road right of way, or to hamper road drainage. Any enclosing of drainage waters in culverts or drains or rerouting shall be done by and at the expense of such owner."

B. Easement Provisions contained on the face of the Plat, as follows:

"An easement is hereby reserved for and granted to the City of Anacortes, Skagit County, Puget Sound Power and Light Company, Continental Telephone Company of the Northwest, Inc., Cascade Natural Gas Corp., and TCI Cablevision of Washington, Inc., and their respective successors and assigns under and upon the exterior ten (10) feet of front boundary lines of all lots and tracts, in which to install, lay, construct, renew, operate, maintain and remove utilities systems, lines, fixtures and 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."

C. Common Areas and Easements as disclosed on the face of the Plat, as follows:

Section 2.1 Common Areas. "Common Areas" shall include Tracts A, B, C, D and E of the plat. Those common areas are to be retained in their natural state, keeping the natural vegetation in place. Trails for walking may be installed in those common areas. The water retention ponds on Tract A are to be kept and maintained. Tract A may be used by the members of the Association and may be used by the owners of lots or tracts in the (proposed) Plat of Parkside, Division No. 2.

Section 2.2 Association to Maintain Common Areas. The Association shall maintain the Common Areas, including the water retention ponds. If the Association does not maintain the Common Areas, the City of Anacortes shall have the right to enforce these covenants that pertain to the obligation of the Association to maintain those Common Areas.



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C. (Continued):

Section 2.3 Alternation of Common Areas. Nothing shall be altered or constructed upon or removed from the Common Areas except upon the prior written consent of the Board."

D. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS, INCLUDING PROVISION FOR LEVY OF ASSESSMENTS, CONTAINED IN INSTRUMENT:

| | |
|---|---|
| Executed By: | Puget Sound Development |
| Recorded: | February 6, 1992 |
| Auditor's No.: | 9202060046 |
| (copy attached) | |

NOTE: Said Declarations are amended by instruments recorded May 30, 1991, September 16, 1999, and August 31, 2001 under Auditor's File Nos. 9105300048, 199909160014, and 200108310164, respectively.

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