



200710020054

Skagit County Auditor

10/2/2007 Page 1 of 6 11:38AM

When recorded return to:

Mr. and Mrs. Walter J. Herrmann  
2612 River Vista Lane  
Mount Vernon, WA 98273

Recorded at the request of:  
Guardian Northwest Title & Escrow  
File Number: B92625

**Statutory Warranty Deed** B92625E-1  
**GUARDIAN NORTHWEST TITLE CO.**

THE GRANTOR Hansell/Mitzel LLC, a Washington Limited Liability Company for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Walter J. Herrmann and Susan M. Herrmann, husband and wife the following described real estate, situated in the County of Skagit, State of Washington.

Abbreviated Legal:  
Unit 32A of "NORTH HILL TOWNHOMES, PHASE I CONDOMINIUM"

Tax Parcel Number(s): P1263334932-000-032-0000

Unit 32A of "NORTH HILL TOWNHOMES, PHASE I CONDOMINIUM", according to the Declaration thereof, recorded under Auditor's File No. 200706260089, records of Skagit County, Washington.

SUBJECT TO: Covenants, conditions, restrictions and easements per attached Schedule B-1 made a part hereof.

Dated 10/1/07

Hansell Mitzel Homes, LLC

By: Jeff Hansell, Managing Member

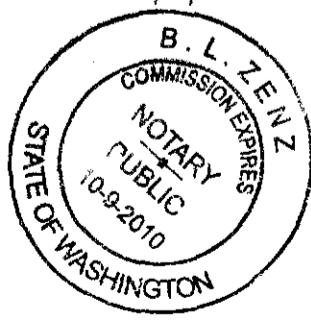
4672  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

OCT 02 2007  
Amount Paid \$ 6056.11  
Skagit County Treasurer  
By: fp Deputy

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } SS:

I certify that I know or have satisfactory evidence that Jeff Hansell  
is/are the person(s) who appeared before  
me, and said person(s) acknowledge that he signed this instrument, on oath stated he  
is/are authorized to execute the instrument and acknowledge that as the  
Managing Member of Hansell Mitzel Homes, LLC  
to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 10/1/07



B. L. Zenz  
Notary Public in and for the State of Washington  
Residing at Burlington  
My appointment expires: 10-9-10

Schedule "B-1"

EXCEPTIONS:

A. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Puget Sound Energy  
 Dated: May 11, 2004  
 Recorded: May 14, 2004  
 Auditor's No.: 200405140159  
 Purpose: Underground facilities  
 Area Affected: A 10 foot wide strip of land, the location of which is undisclosed

B. PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Dated: May 5, 2005  
 Recorded: May 5, 2005  
 Auditor's No.: 200505050093  
 Executed By: Hansell Mitzel Homes LLC

C. MATTERS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SUBDIVISION:

Plat/Subdivision Name: North Hill PUD  
 Recorded: May 5, 2005  
 Auditor's No.: 200505050094

Said matters include but are not limited to the following:

1. Know all men by these presents that Hansell/Mitzel, LLC, a Washington limited liability company, Horizon Bank, a United States corporation, Gerald Hamburg and Marge A. Hamburg, husband and wife, Eugene R. Marble and Joan Marie Marble, husband and wife, and Olaf A. Gildness and Gayle Gildness, husband and wife, owners in fee simple or contract purchasers and mortgage or lien holders of the land hereby platted, declared this plat and dedicate to the use of the public forever, Tract C for sewer pump station facilities and the streets and avenues, if any, shown hereon and the use thereof for all public purposes consistent with the use thereof for public highway purposes together with the right to make all necessary slopes for cuts and fills upon the lots and blocks shown hereon in the original reasonable grading of all such streets and avenues shown hereon.

Tracts A, B and D are hereby dedicated to the homeowners association and are subject to the Conditions, Covenants and Restrictions as recorded under Auditor's File No. 200505050093.



2. Easements are 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 District to do all things necessary or proper in the construction and maintenance of a water and communication 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 and communication lines or other similar public services over, across, along, in and under the lands as shown on this 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, 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(s) or to persons or property by reason of proximity to the line(s). The Grantor agrees that title to all brush, 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 Grantor's 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 District's use of the easement.

3. Easements for the purpose of conveying local storm water runoff and sanitary sewer are hereby granted in favor of all abutting private lot owners in the areas designated as private drainage or private sewer easements. The maintenance of private easement 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.

Tract A is hereby dedicated as open space and drainage tract. The City of Mount Vernon is hereby granted the right to enter said easements and Tract A for emergency purposes at its own discretion.

4. Setbacks Front Yard – 25' on arterial streets and 20' on all others, corner lots and through lots shall observe the minimum setback on both streets.

Side Yard – 5', the total of the two side yards shall be a minimum of 15'.

Rear Yard – 20'. Building envelopes are shown on Sheet 4 of 4.

5. Sewage Disposal – City of Mount Vernon  
Water – Skagit County PUD  
Power – Puget Sound Energy  
Telephone – Verizon  
Gas – Cascade Natural Gas  
Cable – Comcast  
Storm – City of Mount Vernon  
Garbage Collection – City of Mount Vernon. Solid waste collection for lots shall be at the edge of the public right of way.

6. All lots within the subdivision are subject to impact fees for schools, fire, parks and roads, payable upon issuance of a building permit.

7. All lots within this subdivision will access the internal road system. Direct access to Francis Road will not be allowed.



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8. Lot 14 is subject to an easement, as shown, for ingress – egress, drainage and utilities over under and across for the benefit of all lots within the plat and the City of Mount Vernon for access to the sewer pump station located on Tract C. No structures or fences may be built in this easement. Said easement is shown and dimensioned on Sheet 3 of 4.
9. Subject to the Declaration of Covenants, Conditions and Restrictions as recorded under AFN 200505050093, which establishes ownership and maintenance responsibilities for the private drainage and sewer facilities, Tracts A, B and D, trails, landscaping and other common amenities that lie within the Plat of “North Hill”
10. A portion of this plat lies within Flood Zone A-1 as shown on FEMA Map 530158-001-8, dated January 3, 1985. The base flood elevation appears to be 37 feet, NGVD 29. The contour as shown hereon reflects ground conditions in September 2003. Contact the lead agency for finished floor elevations within the flood plain.
11. The City of Mount Vernon is hereby granted and conveyed access over and across Tract A for access to the drainage facilities and sewer pump station (Tract C). Said Tract A is also for the mutual use of the homeowners association for ingress, egress and utilities over, under and across for present and any future amenities or improvements.
12. Tract A is subject to an easement for ingress, egress and utilities over, under and across for the benefit of Lot 28.
13. At this time the sanitary sewer pump station that serves this plat has not been completed. Only the developer of this plat may apply for building permits at this time. No certificate of occupancy will be issued for any homes built in this plat until the sanitary sewer pump station has been completed and accepted by the City Council.
14. No building permits shall be issued on Lots 26, 27 or 28 until all utilities, private roads and access areas have been constructed.
15. Tracts A, B and D and the trail easement area located on Lot 26 shall be maintained by the homeowners association.
16. An easement is hereby reserved for and granted to the City of Mount Vernon, Skagit County Public Utility District No. 1, Puget Sound Energy, Verizon Northwest, Cascade Natural Gas Corporation, and AT&T Broad Band and their respective successors and assigns under and upon the exterior 10 feet of all lots and tracts abutting all public roads and rights of way as shown hereon in which to install, lay, construct, renew, operate, maintain and remove utility systems, lines, fixtures and appurtenances attached thereto for the purpose of providing utility services to the subdivision, 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 caused to any real property owner in the subdivision by the exercise of rights and privileges herein granted.
17. The maintenance of private landscape 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 Lots 1 – 28 and their heirs, owners personal representatives and assigns.
18. Delineation of building envelope areas.
19. Delineation of utility, drainage, sewer and landscape easements affecting various lots and portions of subject plat. Said plat should be reviewed for full particulars pertaining to such matters.



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D. EASEMENT AND PROVISIONS THEREIN:

Grantee: Puget Sound Energy  
 Dated: October 23, 2001  
 Recorded: November 6, 2001  
 Auditor's No.: 200111060117  
 Purpose: Right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/or under the right-of-way  
 Location: Two 5-foot wide strips of land  
 Affects: Lot 26

E. PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Dated: February 28, 1968  
 Recorded: April 9, 1968  
 Auditor's No.: 712213  
 Executed By: Seattle-First National Bank as Trustee, et al  
 Affects: That portion obtained from Judy Pedersen via Auditor's File No. 200410050029  
 Affects: Lot 26

F. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Recorded: December 19, 2001  
 Auditor's No.: 200112190136  
 Regarding: Consent to Change of Grade regarding Francis Road

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.

G. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions contained in the Condominium Declaration and as may be contained in the bylaws adopted pursuant to said Declaration.

Recorded: June 26, 2007  
 Auditor's File No.: 200706260089

H. Any assessment now or hereafter levied under the provisions of the Condominium Declaration of North Hill Townhouses, Phase I Condominium, or any amendment thereto, or under the bylaws adopted pursuant to said declaration, to the extent provided by R.C.W. 64.34.

I. Terms, provisions, requirements and limitations contained in the Washington Condominium Act, Chapters 43 and 428, Laws of 1989 (R.C.W. 64.34) and as may be hereafter amended.



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J. MATTERS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SUBDIVISION:

Plat/Subdivision Name: North Hill Townhouses Phase I  
Recorded: June 26, 2007  
Auditor's No.: 200706260089

Said matters include but are not limited to the following:

1. All land is subject to development rights set forth in the Declaration.
2. Phases may be withdrawn and/or added to the condominium.
3. Vertical unit boundaries are either the exterior surfaces of perimeter walls around the dwelling structure, or the center line of a party wall separating two adjacent dwelling structures.
4. Horizontal unit boundaries are the upper and lower legal limits of the land described herein.
5. Square footage of each unit is based on the area within the vertical boundaries, and is not the square footage of a structure within the unit. The square footage of dwelling structures as shown on the survey are calculated on the basis of the interior surface of the walls surrounding the dwelling structure.
6. Unless otherwise specifically noted, improvements shown within units are not surveyed as built.



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