



Skagit County Auditor  
4/9/2015 Page

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1 of 2 8:52AM  
\$73.00

**AFTER RECORDING RETURN DOCUMENT TO:**

**SKYLINE PROPERTY OWNERS ASSOCIATION.  
6041 SANDS WAY  
ANACORTES, WA 98221**

**PERMISSIVE USE OF SKYLINE PROPERTY OWNERS ASSOCIATION COMMON AREA  
AND GREEN BELT**

The undersigned ROBERT & JUDITH HIGGINS are owner(s) of Lot  
No. 45, Skyline Division No. 5, as the same is of record in the Office of  
the Skagit County Auditor, which abuts upon the common area tract (designate A, B, C, D) B of  
the Skyline development, which are established as green belts/common areas and are owned by the  
Corporation. (We/I) either desire to, or have already placed, flowers, shrubs, lawn and/or other  
horticultural growths upon the green belt area abutting (my/our) property, to a depth of 6 ft in  
tract B, for the purpose of assisting in the beautification of the general area as well as enhancing  
the appearance of (my/our) real estate. P59359

(We/I) hereby submit a plan of the improvements to be made and further agree to be bound by this plan  
or consent to the termination of this agreement and the restoration of the area to a condition satisfactory  
to the Skyline Property Owners Board of Trustees.

(I/we) further agree to abide by the following conditions:

- Must not block the view of others;
- Should improve the overall appearance of the area;
- No fences are allowed;
- May not be used for storage of materials or vehicles;
- May not contain compost or piles of leaves, grass or branches;
- Pay cost of any filing fees; and
- Remove all encroachments at the termination of this agreement unless a  
replacement agreement is signed within 30 days of termination.

(We/I) acknowledge that this is done with the permission and implied consent of the Corporation, that  
(our/my) action is in no way adverse to, or designed to obtain a prescriptive right against the  
Corporation's ownership of the green belt, regardless of the length of time our encroachment remains  
upon the corporation's property. (We/I) agree that upon request of the Corporation, at any time, in the  
event you deem or believe it necessary for the appropriate protection of your property or the development  
of Skyline, to remove at (our/my) expense any and all encroachments upon the common area/ green belt,  
and only ask that pending such time (we/I) be permitted to continue said encroachments.

(We/I) acknowledge that in writing this letter (we/I) bind (ourselves/myself), executors and administrators, and that this instrument will become appurtenant to and run with (our/my) land hereinabove described.

Dated this 30<sup>th</sup> day of March, 2015

X Robert E. Higgins Judith E. Higgins

Pursuant to your foregoing request for Permissive Use of the Green Belt pending the Corporation's determination of need for other uses, Skyline Property Owners Association Inc. hereby consents to such use on a temporary basis, with the reservation of right to require your removal of the encroachment at your expense at any time.

Dated this 1<sup>st</sup> day of April, 2015

Skyline Property Owners Association Inc.

by Frank Higgins

President

Diane Ennis

Secretary

State of Washington

County of Skagit

On this 1<sup>st</sup> day of April 2015, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Frank Higgins and Diane Ennis to be known to be the President and Secretary, respectively, of Skyline Property Owners Association Inc. the Corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said Corporation.

Witness my hand and official seal thereto affixed the day and year first above written.

Michelle Renee Richardson

Notary Public in and for the State of Washington,  
residing in Anacortes

