

ZONING

18 Attachment 1

SAMPLE DEED RESTRICTION AND RESTRICTIVE COVENANTS

DEED RESTRICTION AND RESTRICTIVE COVENANTS FOR ACCESSORY DWELLING UNIT (“ADU”)

NO FEE REQUIRED

Pursuant to Okanogan Municipal Code Chapter 18.70
Recorded for the Benefit of the City of Okanogan

This Deed Restriction and Restrictive Covenants For Accessory Dwelling Unit (“Deed Restriction”) is made and executed on this _____ day of _____, _____, by and between the City of Okanogan, a municipal corporation (the “City”) and ADU Owner (the “Owner”).

The undersigned hereby certify that I/we are the owner(s) of the hereinafter legally described property attached as Exhibit A and incorporated herein, located in the City of Okanogan (the City), State of Washington. Said property is located at _____, with assigned Assessor’s Parcel No. _____.

The purpose of this Deed Restriction is to provide notice and disclosure to the current owner and to any subsequent purchaser or transferee of these limitations associated with the approval of an ADU permit for one Accessory Dwelling Unit (ADU).

In consideration of the City approving the establishment of an ADU on this lot, the undersigned hereby covenants, acknowledges and agrees, that:

1. No Separate Sale or Conveyance. The ADU will not be sold separately or otherwise conveyed separately from the primary residence;
2. No Short Term Rental. The ADU may not be rented as a nightly rental or for a term shorter than 30 consecutive days;
3. Owner Occupancy. The owner of the property must reside in either the ADU or in the primary dwelling on the lot as the owner’s primary personal residence and legal domicile; and
4. City Ordinances. The attributes and restrictions of the ADU must comply at all times with the City’s ADU ordinance (Chapter 18.70 of the Okanogan Municipal Code).

Covenants to Run with the Land. This Deed Restriction will run with the land and will be binding upon all owners, all future owners, their successors, heirs or assigns, and shall continue in effect unless otherwise released by the authority of the City in writing and recorded with the Okanogan County Auditor. Any lease of said specified parcels shall be subject to this restriction which is made for the general benefit of the entire community and which shall run with the land. This Deed Restriction will be enforceable by remedy of injunctive relief in addition to any other remedy in law or equity.

Release from Deed Restriction and Covenants. The Owner may request that the permitted ADU be removed in the future. Upon such request by the Owner, the City shall provide a recordable “Certificate of Release from and Satisfaction of Deed Restriction and Covenants” to release the property from this Deed Restriction.

OKANOGAN CODE

Amendments. This Deed Restriction may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Okanogan, Washington.

Enforcement by City. In the event that the owners, their heirs, assigns, or successors in interest fail to abide by the deed restriction and covenants hereunder, all owners are bound to pay all costs and expenses incurred by the City in securing performance of such obligation, including reasonable attorney's fees and costs.

Recording and Filing. The Owner shall cause this Agreement, and all amendments and supplements to it, to be recorded against the property with the Okanogan County Auditor.

Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Deed Restriction shall not in any way be affected or impaired thereby.

Land Owner

Date

STATE OF WASHINGTON)
County of Okanogan) SS.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in said instrument.

Dated: _____
Signed _____

Notary Public in and for the State of Washington; residing at: _____

My Commission Expires: _____