

**After Recording Mail To:**

**Bruce & Kelly Kotzian  
912 Nicklaus Court  
Stevenson, WA 98648**

**COVENANT**

A **COVENANT** to the City of Stevenson from **Bruce & Kelly Kotzian**, agreeing that certain land which he/she/they own and which is hereinafter described shall be subject to the conditions herein set forth.

That **Bruce & Kelly Cotzian**, property owner, hereby covenant to the City of Stevenson as follows, on behalf of themselves and all of their heirs and assigns unto whose ownership any such land might pass, it being specifically covenanted that this is a perpetual covenant running with the land herein described:

1. That **Bruce & Kelly Kotzian** are the owners of the following described real property in the City of Stevenson, Skamania County, Washington, to-wit:

Full Legal Description: **Lot 7 of the Nicklaus Subdivision recorded at the  
Skamania County Auditor in Book B, Page 89.**

Tax Parcel #: **03-07-36-33-0306**

Address: **912 NW Nicklaus Court**

2. The current SR—Suburban Residential zoning designation applied to this property allows for only one dwelling unit per parcel except as otherwise provided for in Stevenson Municipal Code, Section 17.40.040 (Accessory Dwelling Units).
3. In accordance with the provisions of Section 17.40.040, the property owner herein agrees that:
  - a. One of the dwelling units is and will continue to be occupied by the owner of the property as the owner's permanent residence for as long as the other unit is being rented or otherwise occupied.

- b. The owner shall maintain residency for at least 6 months out of the year, and at no time receive rent for, or otherwise allow to be occupied, the owner occupied unit.
  - c. The parcel containing the ADU shall not be reduced in size below 15,000 square feet in lot area.
  - d. The ADU shall not exceed 40% of the gross floor area of the principal structure. The gross floor area of the ADU shall not be less than 300 square feet.
  - e. The ADU shall be consistent in design and appearance with the primary residence and shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health and any other applicable codes.
  - f. At least **three (3)** off-street parking space(s) shall be maintained on site to accommodate residents of the primary residence and the ADU.
4. This covenant shall be filed and recorded with the Skamania County Auditor so that it will appear as a covenant within the chain of title for the real property described herein.
  5. This Covenant may be enforced by the City in all or any of the following ways, at its option:
    - a. By bringing charges in Skamania County District Court for failure to observe the terms of this Covenant, filing such charges as violations of the zoning ordinance. Penalties to include, but not limited to, a cumulative penalty per violation per day, plus any court and attorney fees and disbursements associated with collection, at trial and on appeal.
    - b. By bringing a civil suit in Skamania County Superior Court for damages or for an injunction or other appropriate relief to enforce the terms of this covenant. In that event, the City shall be entitled to its attorney fees and disbursements at trial and on appeal.
  6. This covenant shall be perpetual for as long as the ADU structure shall exist on the subject property. In the event the ADU structure is removed or destroyed and not replaced within one hundred eighty (180) days, the ADU permit and this covenant shall be null and void.

Approved as to form: Ken Woodrich, City Attorney

City of Stevenson Staff:

  
Zoning Administrator

9-4-2011  
Date

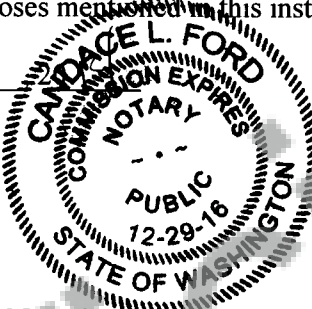
Notarized Signature of  
Property Owner:

Bruce Kotzian 9/4/14  
Bruce Kotzian Date

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF SKAMANIA )

I hereby certify that I know or have satisfactory evidence that Bruce Kotzian signed this instrument and acknowledged that he/she/they is/are authorized to execute such, and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 4<sup>th</sup> day of September  
Candace L. Ford  
Notary's Signature  
My appointment expires: 12/19/16



Notarized Signature of  
Property Owner:

Kelly Kotzian 9/4/14  
Kelly Kotzian Date

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF SKAMANIA )

I hereby certify that I know or have satisfactory evidence that Kelly Kotzian signed this instrument and acknowledged that he/she/they is/are authorized to execute such, and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 4 day of September  
Candace L. Ford  
Notary's Signature  
My appointment expires: 12/19/16

