



After Recording Mail To:

Chris & Ginny Combs
~~1905 N 9th Street~~ P.O. Box 1397
~~Washougal, WA 98671~~ Stevenson, WA 98648

COVENANT

A COVENANT to the City of Stevenson from **Christopher S. Combs and Ginny A. Combs, Husband and Wife**, agreeing that certain land which he/she/they own and which is hereinafter described shall be subject to the conditions herein set forth.

That **Christopher S. Combs and Ginny A. Combs, Husband and Wife**, property owner, hereby covenants to the City of Stevenson as follows, on behalf of himself/herself/themselves and all of his/her/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 **Christopher S. Combs and Ginny A. Combs, Husband and Wife**, are the owner of the following described real property in the City of Stevenson, Skamania County, Washington, to-wit:

Full Legal Description: A tract of land located in the **First Addition to Hill Crest Acre Tracts** and in the **Second Addition to Hill Crest Acre Tracts**, according to the official plats thereof as more fully described in Exhibit 'A' 03 75 36 23 02 00 00

Tax Parcel Number: **03-75-36-2-3-1300 & 03-075-36-2-3-0200**

Address: **533 NE Major Street**

AFN Reference: 2019-001117

2. The current R1—Single-Family 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 if absent for the remainder of the year.
 - c. The parcel containing the ADU shall not be reduced in size below 6,000 square feet in lot area.
 - d. The maximum unit size of a Detached ADU shall not exceed 800 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.
 - g. The buildings containing the primary unit and the Detached ADU shall not be altered such that the shortest distance between the buildings would exceed forty (40) feet.
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:

[Signature] 6-27-2019
Zoning Administrator Date

Notarized Signature of
Property Owner:

[Signature]
Christopher S. Combs

7/2/19

Date

[Signature]
Ginny A. Combs

7/2/19

Date

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAMANIA)

I hereby certify that I know or have satisfactory evidence that Chris & Ginny Combs 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 2 day of July, 20 19.

[Signature]
Notary's Signature
My appointment expires: 9-09-20

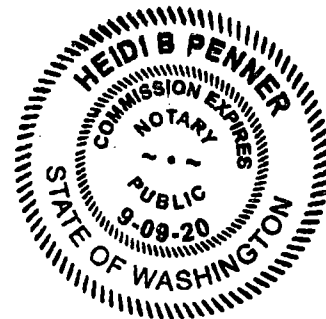


EXHIBIT 'A' -- COMBS LOT LINE ELIMINATION

The East half of Lot 8 and the South 20 feet of Lot 9, Block 1,
FIRST ADDITION TO HILL CREST ACRE TRACTS, according to the
recorded plat thereof, recorded in Book A of Plats, Page 97, County of Skamania,
State of Washington.

Together with Lots 2 and 3, Block 6, SECOND ADDITION TO HILL CREST
ACRE TRACTS, according to the recorded plat thereof, recorded in Book A of Plats,
Page 100, County of Skamania, State of Washington.

The above described land to be irrevocably bound as one parcel of record.

This boundary line adjustment is exempt
from City and State platting regulations as
provided by RCW 58.17.040(6).

 6-27-2019
Stevenson Planning Administrator