

WHEN RECORDED RETURN TO:

Gregory Stafford
PO Box 250
Stevenson, WA

98048

Skamania County, WA
Total: \$209.50
CCR
Pgs=7

2023-000361

03/16/2023 02:04 PM

Request of: GREGORY STAFFORD



00015509202300003610070074

Please print or type information **Washington State Recorder's Cover Sheet** (RCW 65.04)

DOCUMENT TITLE(S) (or transaction contained therein) (all areas applicable to your document must be filled in)

Covenant / Re - Record

REFERENCE NUMBER(S) of Documents assigned or released:

2023-000347

☐ Additional numbers on page ____ of document.

GRANTOR(S):

1. City of Stevenson 2. _____

3. _____ 4. _____

☐ Additional names on page ____ of document.

GRANTEE(S):

1. Gregory A Stafford 2. _____

3. _____ 4. _____

☐ Additional names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

☐ Complete legal on page ____ of document.

Assessor's Property Tax Parcel # 03 07 36 2 4 1201 00

☐ Additional parcel numbers on page ____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

"I am signing below and paying an additional \$50.00 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to Submitter: Do NOT sign above nor pay additional \$50 fee if the document meets margin/formatting requirements.

After Recording Mail To:

**Gregory A Stafford
PO Box 256
Stevenson, WA 98648**

COVENANT

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

That Gregory A Stafford ("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 Property Owner is/are the owner of the following described real property in the City of Stevenson, Skamania County, Washington, to-wit:

Short Legal Description:	Lots 1, 2, 3, 4 & 5 of Roselawn Extension
Full Legal Description:	See Exhibit 'A'
Tax Parcel Number:	03-07-36-2-4-1201-00
Address:	291 NW Roosevelt Street
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, 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 for the remainder of the year.
 - c. The parcel containing the ADU shall not be reduced in size below the 6,000 square feet in lot area.
 - d. The ADU shall not exceed 800 square feet in the gross floor area and shall not be less than 300 square feet in gross floor area.
 - 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 four (4) off-street parking space(s) shall be maintained on site to accommodate residents of the primary residence and the ADU.

4. Property Owners herein acknowledge that any connections to public utilities may be required to comply with Title 16 and associated Stevenson Engineering Standards prior to final plat issuance for any subdivision of land.
5. 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.
6. 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.
7. 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

Date

Notarized Signature of Property Owner:

Gregory A. Stafford 3/15/2023
Gregory A. Stafford Date

STATE OF WASHINGTON)

) ss:

COUNTY OF SKAMANIA)

I hereby certify that I know or have satisfactory evidence that Gregory Stafford 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 15th day of March, 2023.

Char Hartley
Notary's Signature

My appointment expires: 4-19-2024

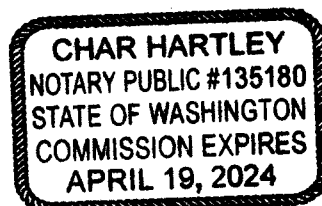


Exhibit A

A tract of land located in ROSELAWN EXTENSION, according to the official plat thereof, on file and of record at page 65 of Book A of Plats, records of Skamania County, Washington, described as follows:

Lots 1, 2, 3, 4, and 5, Block 5 of ROSELAWN EXTENSION aforesaid; and a tract described as follows:

BEGINNING at a point on the East line of Block 4 of said ROSELAWN EXTENSION, 5.20 feet North $36^{\circ}03'31''$ West of the Southeast corner of said Block 4; thence North $36^{\circ}03'31''$ West 126.80 feet to the Northeast corner of Lot 6, Block 4, ROSELAWN EXTENSION; thence North $89^{\circ}48'58''$ East along the South line of Lot 7 of said ROSELAWN EXTENSION 30.85 feet to the True Point of Beginning; thence continuing North $89^{\circ}48'58''$ East 30.85 feet to the West line of Block 5 of said ROSELAWN EXTENSION; thence South $36^{\circ}03'31''$ East along the West line of said Block 5, 96.08 feet; thence South $60^{\circ}09'25''$ West 25.15 feet; thence North $36^{\circ}03'37''$ West 111.44 feet to the True Point of Beginning.

TOGETHER WITH an easement and right of way for an access road and for public utilities over and across Lot 7, of Block 4 of ROSELAWN EXTENSION aforesaid and over and across the North 25 feet of Block 1 of UPPER CASCADES ADDITION, according to the official plat thereof on file and of record at page 69 of Book A of Plats, records of Skamania County, Washington.

Skamania County, WA
Total: \$207.50
AGLS
Pgs=5

2023-000347

03/15/2023 02:23 PM

Request of: CITY OF STEVENSON

00015493202300003470050057

RECORDING REQUESTED
BY AND
WHEN RECORDED RETURN
TO:

City of Stevenson
Community Development
Department
Planning Division -ADU
7121 East Loop Road
PO Box 371
Stevenson, WA 98648

DEED RESTRICTION AND RESTRICTIVE COVENANTS FOR ACCESSORY DWELLING UNIT

This Covenant and Deed Restriction is made and executed on this 16th day of March by and between the City of Stevenson, a municipal corporation (the "City") and Gregory A. Stafford (the "Owner"). The undersigned hereby certify that I/we are the owner(s) of the hereinafter legally described property located in the City of Stevenson (the City), State of Washington, Said property is located at 291 NW Roosevelt St, known as Skamania County Assessor's Parcel (APN) No. 03073624120100 and by the legal description deed (attached as an exhibit herein).

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 the ADU Permit CS-22-093 approving the establishment of an ADU on this lot, that the undersigned hereby acknowledges and agrees, that:

- No Separate Sale or Conveyance. The ADU is not to be sold or otherwise conveyed separately from the primary residence unless the property is legally short platted according to the City of Stevenson municipal code.
- Owner occupancy the Owner of the property must reside in either the primary residence, or the ADU for a period of not less than 6 months of a calendar year.

Covenants to Run with the Land. This deed restriction and covenant 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. 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. The covenant will be enforceable by remedy of injunctive relief in addition to any other remedy in law or equity.

Amendments. This Agreement 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 Skamaina County, WA.

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 in the Official Records of the County of Skamaina.

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

Property Owner



Date:

03/15/2023

STATE OF WASHINGTON:

)ss.

COUNTY OF SKAMAINA

On 3/15/23, before me, Char Hartley, Notary Public, personally appeared Gregory Stallard, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Char Hartley

