



Land Use Planning Division
1600 SE 190th Ave, Ste 116
Portland OR 97233
Ph: 503-988-3043 Fax: 503-988-3389
<https://multco.us/landuse>

Exhibit K

Dear Property Owner:

The attached Covenant must be recorded and filed with the County's Record and Assessment Department (DART). As a condition of approval of the Accessory Structure, Multnomah County requires the execution and recording of this Covenant to ensure that the Accessory Structure shall not be used, whether temporarily or permanently, as a primary dwelling, accessory dwelling unit, apartment, guesthouse, housing rental unit, sleeping quarters, or any other residential use.

Instructions for Completion of Covenant

1. Applicant(s) must complete each detail of the form.
2. The form must be signed before a notary public by the deed owners and contract purchasers.
3. The signed and notarized covenant must be recorded by the applicant in the County Deed Records, 501 SE Hawthorne Blvd., Portland. The County Recorder's phone number is 503-988-3034.
4. Once you have recorded with DART, please return to County Planning Department prior to issuance of any Building Permit for the structure. Thank you for your attention to this matter. If you have any questions, please call the Planning Department at (503)-988-3043.

***Note:** This cover page does not need to be recorded



Land Use Planning Division
1600 SE 190th Ave, Portland OR 97233

AFTER RECORDING RETURN TO:

**COVENANT TO PROHIBIT RESIDENTIAL USE
OF ACCESSORY STRUCTURE**

This COVENANT TO PROHIBIT RESIDENTIAL USE OF ACCESSORY STRUCTURE ("Covenant") is granted on _____, 20____, by _____, owner(s) of the Property ("Grantor(s)").

RECITALS

A. Grantor(s)is/are the sole owner(s) of the real property located at _____and legally described as:

_____("Property").

B. The Property is located within the planning and zoning jurisdiction of Multnomah County, Oregon ("County"), and County has authorized the establishment of an accessory structure on the Property ("Accessory Structure").

C. Within County's planning and zoning jurisdiction, the use of an accessory structure, whether temporarily or permanently, as a primary dwelling, accessory dwelling unit, apartment, guesthouse, housing rental unit, sleeping quarters or any other residential use is prohibited.

D. As a condition of approval of the Accessory Structure, County required the execution and recording of this Covenant to ensure that the Accessory Structure shall not be used, whether temporarily or permanently, as a primary dwelling, accessory dwelling unit, apartment, guesthouse, housing rental unit, sleeping quarters, or any other residential use.

AGREEMENT

1. Establishment of Accessory Structure. If established on the Property, the Accessory Structure shall be established in accordance with all standards, conditions, and all other requirements set forth in a permit duly authorized by County and in accordance with all applicable laws, rules, and all other applicable regulations.

2. Use of Accessory Structure. The Accessory Structure shall be used only for the purpose approved in a permit duly authorized by County and only in accordance with all applicable laws, rules, and all other applicable regulations. The Accessory Structure shall not be used, whether temporarily or permanently, as a primary dwelling, accessory dwelling unit, apartment, guesthouse, housing rental unit, sleeping quarters, or any other residential use; such use is strictly prohibited.

3. Beneficiary. This Covenant is intended to benefit County by ensuring the lawful establishment and use of the Accessory Structure as a means of complying with all of County's requirements, including all other applicable laws, rules, and all other applicable regulations, and, thereby, obtaining County's approval of the Accessory Structure.

4. Enforcement. Upon failure to perform under this Covenant, County may terminate use, occupancy, and/or authorization of the Accessory Structure and may seek all necessary injunctive relief, including seeking to prevent future use and/or occupancy of the Accessory Structure and/or removal of the Accessory Structure from the Property.

5. Runs with the Land. This Covenant shall run with the Property and shall be binding on all future owners, successor and assigns of the Property and all other persons and parties claiming through Grantor(s).

6. Authority. Grantor(s) warrant(s) that it/they is/are the legal owner(s) of the Property ("Owner" and "Co-Owner(s)," respectively), and that there is/are no other legal owner(s), and that Grantor(s) has/have the right to execute this Covenant.

7. Recordation; Proof Prior to Building Permits. Grantor(s) shall cause this Covenant to be recorded in the Deed Records of Multnomah County, Oregon, and, more specifically, shall cause this Covenant to be recorded with the deed records of the Property. Grantor(s) acknowledge(s) that proof of the recording described in this paragraph must be made to County's Planning Director prior to the issuance of any building permits for the Accessory Structure.

