Covenant to Restrict Use and Release of Covenant for ADU  REFERENCE NUMBER OF RELATED DOCUMENT: Covenant for ADU, AF #  GRANTOR(S): City of Lynden Name(s) of Property Owners:  GRANTEE: City of Lynden	:	
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DOCUMENT TITLE:	Covenant for Al	DU
		DOCUMENT:

After recording return document to:

City of Lynden Planning Department 300 4<sup>TH</sup> Street

Lynden WA 98264

## COVENANT TO RESTRICT USE AND RELEASE OF COVENANT FOR ADU

WHEREAS,	("Owner") is the
owner of the real property located at	, Lynden,
Washington, 98264, which is legally described at Exhibit A hereto	("Property"); and
WHEREAS, on	Accessory Dwelling
<b>WHEREAS</b> , Owner or Owner's predecessor improved the Property consisting of ( <i>check one</i> ) $\bigcirc$ a detached structure $OR \bigcirc$ a living u primary residence on the Property, which included complete, indep facilities, with provisions for living, sleeping, eating, cooking and sa	nit attached to the pendent living
WHEREAS, the Covenant for ADU obligated the Owner to occupy dwelling or the ADU on the Property and additionally to comply wit Ch. 19.20 LMC; and	-
WHEREAS, because of the ADU, the Property contains two dwelli may be assessed additional fees, charges, utility costs, and taxes;	
WHEREAS, Owner no longer wishes to maintain the ADU; and	
WHEREAS, Owner has caused the cooking facilities to be remove that the ADU no longer contains complete, independent living facilities.	
WHEREAS, the Lynden Fire Department inspected Owner's remore facilities on, 20 and found it to	
WHEREAS, Owner has taken the following additional steps to dec (describe additional steps if applicable)	ommission the ADU:
	; and
<b>WHEREAS</b> , upon complete execution and recording of this Coven satisfied all required steps under City policy for decommissioning A	
WHEREAS, in exchange for releasing the Owner from the Covena	int for ADU and the

additional obligations imposed on the Owner having an additional dwelling unit on the Property, this Covenant prevents the Owner from re-establishing the ADU without

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

complete, independent living facilities, with provisions for living, sleeping, eating, cooking and sanitation, be developed or created on the Property, regardless of whether such dwelling unit is in the detached structure or the attached unit which

1. At no time may a second dwelling unit or accessory dwelling unit including

	binding upon the	Owner's heirs, do	evisees, succ	essors, and ass	h the land and be igns. This Covenar the City of Lynder	
2.	The Covenant fo			•	File No.	
DAT	ΓED this	day of		_, 20		
OW	NER:					
Pri	nted Name:		Print	ted Name:		_
	ATE OF WASHING	) ss.				
me fore	known to be the in	ndividual(s) descı and acknowledge	ribed herein a ed to me that	nd who execute they signed the	d the within and same as their free	
DAT	ΓED this	day of		<u>,</u> 20		
			•	lic in and for		
				f Washington		
			Appointme	nt Expires:		

DATED this day of	20
By: Title: City of Lynden	
City of Lyridon	
STATE OF WASHINGTON) ) ss.	
COUNTY OF WHATCOM )	
this instrument, on oath stated that s/he acknowledged it as the	evidence that and said person acknowledged that s/he signed was authorized to execute the instrument and of the City of Lynden to be for the uses and purposes mentioned in the
DATED this day of	<u>,</u> 20
	Notary Public in and for the State of Washington Appointment Expires:

## **EXHIBIT A**

Legal Description of Property