

After recording return document to:

City of Lynden
Planning Department
300 4TH Street
Lynden WA 98264

DOCUMENT TITLE:

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

Name(s) of Property Owners:

ABBREVIATED LEGAL DESCRIPTION:

Full legal description available at page(s) _____ hereto.

ASSESSOR'S TAX PARCEL NUMBER(S):

**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 _____, 20____, pursuant to LMC 19.20.040(E), Owner or Owner’s predecessor in interest entered a Covenant for Accessory Dwelling Unit (ADU), which was recorded at Whatcom County Auditor’s File No. _____ (“Covenant for ADU”); and

WHEREAS, Owner or Owner’s predecessor improved the Property with an ADU, consisting of (*check one*) a detached structure *OR* a living unit attached to the primary residence on the Property, which included complete, independent living facilities, with provisions for living, sleeping, eating, cooking and sanitation (“ADU”); and

WHEREAS, the Covenant for ADU obligated the Owner to occupy either the primary dwelling or the ADU on the Property and additionally to comply with all requirements of Ch. 19.20 LMC; and

WHEREAS, because of the ADU, the Property contains two dwelling units, not one, and may be assessed additional fees, charges, utility costs, and taxes; and

WHEREAS, Owner no longer wishes to maintain the ADU; and

WHEREAS, Owner has caused the cooking facilities to be removed from the ADU, so that the ADU no longer contains complete, independent living facilities; and

WHEREAS, the Lynden Fire Department inspected Owner’s removal of the cooking facilities on _____, 20____ and found it to be sufficient; and

WHEREAS, Owner has taken the following additional steps to decommission the ADU: (*describe additional steps if applicable*) _____; and

WHEREAS, upon complete execution and recording of this Covenant, Owner will have satisfied all required steps under City policy for decommissioning ADU’s; and

WHEREAS, in exchange for releasing the Owner from the Covenant 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 extinguishment hereof and further approvals and agreements with the City; and

EXHIBIT A

Legal Description of Property