

AFTER RECORDING MAIL TO:

Permit Center  
City of Issaquah  
P.O. Box 1307  
Issaquah, WA 98027-1307

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DOCUMENT TITLE: **Covenant to Maintain Owner Occupancy**

GRANTOR(S):

GRANTEE(S): City of Issaquah

LEGAL DESCRIPTION:

REFERENCE NUMBER:

ASSESSOR'S PROPERTY TAX  
PARCEL/ACCOUNT NUMBER(S):

**City of Issaquah**  
**COVENANT TO MAINTAIN OWNER OCCUPANCY**

WHEREAS, the undersigned owner(s) of real property within the City of Issaquah, Washington has applied for or will be applying for permission to establish an accessory dwelling unit (ADU) on his/her/their property; and

WHEREAS, section 18.07.450 of the Issaquah Municipal Code sets forth provisions pertaining to the establishment and maintenance of such a use; and

WHEREAS, those provisions state that approval of an ADU shall be subject to the recording of a covenant; NOW THEREFORE,

\_\_\_\_\_ [name(s) of property owners] does/do hereby warrant, covenant, stipulate, and promise, on behalf of themselves and all future owners, successors and assigns, of the herein described real property, as follows:

1. The undersigned (hereinafter "Owners") are the fee owners of certain real property whose address is \_\_\_\_\_(hereinafter "the Property") within the City of Issaquah, which is legally described in **Attachment A**, attached hereto and incorporated herein by this reference as if set forth in full.
2. The Property is improved with, or will be improved with, an accessory dwelling unit (ADU), as that term is defined in section 18.02.030 of the Issaquah Municipal Code.
3. Upon ADU approval, Owners, or Owners' family members, will occupy either the principal dwelling unit or the ADU as their actual residence for more than six months of each calendar year.
4. In the event that Owners cannot comply with paragraph 3, above, Owners will discontinue use of the ADU as a dwelling unit. Owners acknowledge that any use of the ADU as a dwelling unit is conditioned upon compliance with that paragraph.
5. Owners acknowledge that any violation of this covenant may be enforced by the City of Issaquah as if it were a violation of city code, and that penalties may be assessed against Owners as provided by law.
6. Upon any violation of this covenant, or of any other condition of ADU approval, Owners acknowledge and agree that the City will require the removal from the ADU of all facilities and appliances used for cooking food, including but not limited to ranges, stoves, and microwave ovens.
7. Owners will notify any prospective purchasers of the limitations of this covenant and section 18.07.450 of the Issaquah Municipal Code.
8. Owners intend the provisions of this document to constitute covenants running with the land, and binding upon all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property.
9. Nothing in this covenant shall require the Owners to continue to use and / or maintain the ADU.

\_\_\_\_\_  
SIGNATURE OF OWNER (husband, if married)

\_\_\_\_\_  
DATE SIGNED

STATE OF WASHINGTON                    )  
                                                  ) ss.  
COUNTY OF KING                        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is  
the person who appeared before me, and said person acknowledged that he/she was authorized to  
execute the instrument and acknowledged it to be the free and voluntary act and deed of such  
party for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Print Name)

My appointment expires: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF OWNER (wife, if married)

\_\_\_\_\_  
DATE SIGNED

STATE OF WASHINGTON                    )  
                                                  ) ss.  
COUNTY OF KING                        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Print Name)

My appointment expires: \_\_\_\_\_

**Attachment A**  
**Legal Description**