

DEED RESTRICTION FOR THE  
DECLARATION OF OWNER OCCUPANCY RESTRICTION  
FOR ACCESSORY DWELLING UNIT  
BETWEEN CITY OF COLFAX, WASHINGTON  
AND \_\_\_\_\_

THIS DEED RESTRICTION FOR THE DECLARATION OF OWNER OCCUPANCY RESTRICTION FOR ACCESSORY DWELLING UNIT BETWEEN CITY OF COLFAX, WASHINGTON, AND \_\_\_\_\_ (hereinafter "DEED RESTRICTION") is entered into the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Colfax, Washington, a municipal corporation of the State of Washington, 400 N. Mill St, Colfax, Washington 99111 (hereinafter "CITY"), and \_\_\_\_\_, owner of property located at \_\_\_\_\_, Colfax, WA 99111 (hereinafter "OWNER");

WITNESSETH:

WHEREAS, OWNER is the present owner of certain real property located in the City of Colfax, State of Washington, more particularly described as \_\_\_\_\_, Colfax, WA 99111 (hereinafter "Property")

WHEREAS, OWNER, and/or persons acting on behalf of OWNER, propose to construct an Accessory Dwelling Unit on said Property; and

WHEREAS, Section 17.10 of the Zoning Code of the City of Colfax conditions the construction and/or conversion, and occupancy of Accessory Dwelling Units as follows:

1. Prior to the issuance of a building permit for an Accessory Dwelling Unit, the Property owner must record a deed restriction upon the Property which states that the Property owner will reside on the Property, within either the principal dwelling or Accessory Dwelling Unit. The deed restriction must be approved by the City Attorney and shall be binding upon the heirs, assigns, and subsequent purchasers of the Property.
2. Owner occupancy means a property owner, as reflected in real property records, who makes his or her legal residence at the Property, as evidenced by voter registration or similar means and actually resides at the Property for more than six (6) months out of any calendar year. Owner occupancy may also include a named natural person with an ownership or benefit in a private trust, but shall not extend to corporate trusts.
3. The Building and Community Development Associate may waive the occupancy requirement for temporary absences of greater than six (6) months for military service, employment sabbatical, or family medical leave qualified absences.
4. In the event OWNER is unable to reside on the Property as required herein, only one (1) of the dwelling units on the Property may be occupied.

WHEREAS, CITY desires to ensure compliance with Section 17.10 of the Zoning Code of the City of Colfax for perpetuity; and

WHEREAS, OWNER enters into this DEED RESTRICTION of OWNER's own free will and accord, without coercion and without inducement and at OWNER's request;

NOW, THEREFORE, CITY, and OWNER hereby agree as follows:

1. In order to ensure compliance with Section 17.10 of the Zoning Code of the City of Colfax, OWNER hereby agrees to reside on Property within either the principal dwelling or Accessory Dwelling Unit for more than six (6) months out of any given year.
2. OWNER hereby agrees that, in the event OWNER is unable to reside on Property as required herein, only one (1) of the dwelling units on the Property may be occupied.
3. Said DEED RESTRICTION shall not be extinguished without prior written consent from CITY after verification that the Accessory Dwelling Unit has been removed or modified to be deemed compliant with the requirements of the zoning district in which Property is located.
4. For the purpose of this DEED RESTRICTION, the addresses of the Parties shall be as follows:

OWNER

\_\_\_\_\_  
\_\_\_\_\_  
Colfax, WA 99111

CITY

City of Colfax  
P O Box 229  
400 N. Mill St  
Colfax, WA 99111

5. FAILURE TO COMPLY:

OWNER agrees to pay all expenses incurred by CITY in enforcing this DEED RESTRICTION.

6. BINDING ON HEIRS, ASSIGNS AND PURCHASERS:

This DEED RESTRICTION shall be binding upon the heirs, assignees of the Parties, and subsequent purchasers of the Property described herein.

7. COVENANTS TO RUN WITH LAND:

This DEED RESTRICTION shall run with the land affected hereby, as shall all covenants contained herein, and shall be to the benefit of CITY, its successors and assigns. This DEED RESTRICTION shall be recorded with the Whitman County Recorder's Office.

8. VENUE AND ATTORNEY FEES:

The Parties agree that should any provision of this DEED RESTRICTION be litigated in the future, venue for such litigation shall be with the District Court of the Second Judicial District of the State of Washington, in and for the County of Whitman.

9. UNDERSTANDING:

OWNER has read and understands this DEED RESTRICTION and the contents thereof and has had the opportunity to avail himself of legal and of other counsel before entering into this DEED RESTRICTION and before signing it, and hereby enters into it voluntarily, willingly, and without inducement.

IN WITNESS WHEREOF, OWNER, by and through its representative, and CITY, by and through its representative, have caused this DEED RESTRICTION to be executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

OWNER:

CITY:

\_\_\_\_\_

\_\_\_\_\_

BCDA \_\_\_\_\_

ATTEST: \_\_\_\_\_

Deputy Clerk \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_

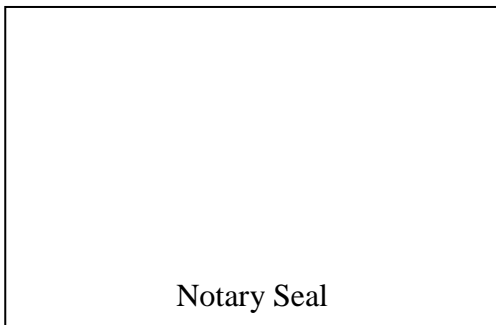
City Attorney \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF WHITMAN

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for said State, appeared \_\_\_\_\_, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative.



Notary Seal

\_\_\_\_\_  
Notary Public for the State of Washington

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_