

WHEN RECORDED RETURN TO:

Public Services Department
City of Bonney Lake
9002 Main Street East, Suite 300
P.O. Box
Bonney Lake, WA 98391

MEMORANDUM OF DEED RESTRICTION

Grantor(s): _____

Grantee: City of Bonney Lake

Abbreviated Legal Description:

[Full legal description appears on page 3 herein.]

Assessor's Property Tax Parcel or Account
Number: _____

Reference Numbers of Documents Assigned or
Released: n/a

MEMORANDUM OF DEED RESTRICTION

The Grantor(s), _____, in consideration for and as a condition to Grantee's approval of an Accessory Dwelling Unit (ADU) permit for the real property described on page 3 herein pursuant to BLMC 18.22.090, hereby agree(s) that such real property shall be subject to the following conditions, restrictions and limitations, for so long as an Accessory Dwelling Unit (ADU), as defined in BLMC 18.04.010, is maintained on such property:

A. The provisions of BLMC 18.22.090(C), to wit:

Requirements. The creation of an accessory dwelling unit shall be subject to all of the following requirements, which shall not be subject to waiver or variance:

1. One ADU shall be allowed per legal building lot as an accessory use to a single-family residence;
2. An ADU shall not be located on a lot which contains either a duplex or multiple-family dwelling units.
3. Either the principal residence or the unit designed to become the ADU may be constructed first. If the unit designed to be the ADU is built first, it shall be considered the primary residence until a second unit is built and shall be subject to the utility connection fees provided for in BLMC 13.04.070 and 13.12.100. The second unit built shall be considered an ADU for purposes of the utility connection fee exemptions provided for in BLMC 13.04.070(D)(2)(c) and 13.12.100(E).
4. An ADU shall not contain less than 300 square feet if constructed as part of a primary residential unit, and no less than 450 square feet, excluding any related garage and stair areas, if constructed in a structure detached from the primary residential structure.
5. An ADU whether within the primary residence or in a detached structure shall not contain more than 1,200 square feet, excluding any related garage and stair areas.
6. The square footage of an ADU within the primary residence shall not exceed 40 percent of the total square footage of the primary residence.
7. In the R-1 and RC-5 zoning districts, an ADU shall be located within the primary residence; provided, that an ADU located in a structure detached from the primary residence shall be allowed on lots in the R-1 and RC-5 zoning districts that have an area of 10,000 square feet or more.

8. In the R-2 zoning district, an ADU may be located within the primary residence or within a structure detached from the primary residence.
9. There shall be one off-street parking space provided for an ADU with one bedroom and two off-street parking spaces provided for an ADU with two or more bedrooms. Off-street parking spaces for the ADU shall be in addition to those which are required for the primary residence and shall be located in a carport, garage, or designated space.
10. An ADU shall be designed to maintain the appearance of the existing single-family residence.
 - a. An ADU shall be compatible with the existing color, roof pitch, siding and windows of the primary residence.
 - b. Only one entrance shall be permitted in the front of the primary residence and a separate entrance for the ADU constructed within the primary residence shall be located on the side or rear and not visible from the street.
 - c. The entrance to an ADU constructed within a structure detached from the primary residence shall not be oriented towards a street.
 - d. The maximum building height of a structure detached from the primary residence containing an ADU shall be 18 feet.
11. The accessory dwelling unit shall meet all technical code standards including building, electrical, fire, plumbing and other applicable code requirements.

B. Pursuant to BLMC 18.22.090.B.2, either the primary residence or the ADU must be occupied by the owners of the property. In addition, an ADU shall not be segregated in ownership from the primary structure. The owner(s) of the property shall occupy the primary residence or the ADU as their principal residence for at least six months of every year. The owners shall sign a covenant agreeing to this condition (the agreement documented herein) and the other requirements of this section which shall be recorded with the Pierce County auditor. The applicant is responsible for recording this document with the Pierce County auditor and providing a conformed copy to the city. Satisfactory inspection of the property and verification that this covenant has been recorded with Pierce County is a necessary prerequisite for issuance of a certificate of occupancy for the ADU.

B. Other conditions:

This Memorandum of Deed Restriction shall run with the property described herein, and shall bind and obligate Grantor's successors and assigns.

COMPLETE LEGAL DESCRIPTION

[Insert Legal Description Here]

Assessor's Property Tax Parcel or Account
Number: _____

DATED this _____ day of _____, 20 _____

GRANTOR(S)

GRANTEE
CITY OF BONNEY LAKE

By: _____

By: _____

By: _____

Its: _____

GRANTOR(S)

State of Washington)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20 _____

Notary Public in and for the state of Washington, residing at _____.
My appointment expires _____.

State of Washington)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 20 _____.

Notary Public in and for the state of Washington, residing at _____.
My appointment expires _____.

GRANTEE

State of Washington)
) ss.
County of _____)

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

DATED this _____ day of _____, 20 _____.

Notary Public in and for the state of Washington, residing at _____.
My appointment expires _____.