



ADU SDC Waiver Program Covenant Instructions

The ADU SDC Waiver Program application requires the property owner provide information necessary to complete the covenant. It also requires the property owner acknowledge the conditions of the ADU SDC Waiver Program as detailed in the covenant. The ADU SDC Waiver Program application is sent to the Bureau of Revenue and Financial Services with the ADU SDC Covenant.

The ADU SDC Waiver Program must be completed by the property owner, recorded, and filed with the Bureau of Revenue and Financial Services.

This document provides instructions for:

- Completing the covenant;
- Recording it with Multnomah County; and
- Submitting the recorded covenant for Bureau of Revenue and Financial Services approval.

Note: The covenant cannot be completed until building plans have been submitted and permit number and an address has been assigned for the ADU.

Further information about the ADU SDC Waiver Program can be found at www.portlandoregon.gov/bds/77447.

Instructions

Completing the covenant

The covenant includes a number of blank spaces, that require information; each entry space is addressed below:

1. **Building Permit Number.** A building permit number has been recorded on materials provided from the building plan submittal. The number begins with the year the permit was submitted, followed by 6 permit tracking numbers (for example a permit submitted in 2018 could have a permit number of 18-123456).
2. **Effective Date.** This should be the date the covenant is notarized. This date does not impact the day the covenant become effective. The 10-year compliance period will begin on the day the permit(s) for the new accessory dwelling unit (ADU) are final.
3. **Declarant.** This is the name or names of the individual(s) signing the covenant and must be signed by all property owners. To find the correct property owner information:
 - Visit www.portlandmaps.com
 - Enter the property address
 - Copy the "Owner" information shown

4. Property address of the primary house. This is the address currently assigned to the property or the property address of a new primary dwelling unit.
5. Property address of the accessory dwelling unit. This is the address the will be assigned to the new dwelling unit when building plans are submitted and permit review fees are paid. *Again, the covenant cannot be completed until building plans are submitted and a new address is assigned.*
6. Legal description. This information can be found on portlandmaps.com:
 - Visit www.portlandmaps.com
 - Enter the property address
 - Click on “Assessor” in the right information column
 - Click on “Assessor Detail”
 - The “Tax Roll” information shown is the legal description and should be included as “the property”
7. Tax lot number. This information can be found on portlandmaps.com:
 - Visit portlandmaps.com
 - Enter the property address
 - Click on “Assessor” in the right information column
 - Click on “Assessor Detail”
 - The “Property ID” information shown is the R number and should be included accordingly as the “R Number”
8. Notary. The covenant must be notarized.

Recording the covenant

File the completed covenant with the Multnomah County Assessment and Taxation Office, 1st floor of 501 SE Hawthorne Blvd (Room 175), Portland, Oregon. 503-988-3034. Please note that recording fees will apply and are found on the Multnomah County website below.

An *eRecording documents* option is available through a title company and other vendors.

Visit <https://multco.us/recording/recording-documents> to learn more about recording documents at Multnomah County.

Submitting the recorded covenant to the Bureau of Revenue and Financial Services

The covenant should be scanned and emailed to the Bureau of Revenue and Financial Services at ADUCovenant@portlandoregon.gov, with the City of Portland permit number on the subject line. It can also be mailed to:

Bureau of Revenue and Financial Services
Attention: ADU SDC Waivers
111 SW Columbia Street
Suite 600
Portland, OR, 97201-5840

AFTER RECORDING RETURN COPY TO:

REVENUE DIVISION - CITY OF PORTLAND
BUREAU OF REVENUE & FINANCIAL SERVICES
111 SW Columbia Street, Suite 600
Portland, OR 97201

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT FOR SYSTEM DEVELOPMENT CHARGE FEE WAIVER FOR AN ACCESSORY DWELLING UNIT

PROJECT: DEVELOPMENT OF A NEW ACCESSORY DWELLING UNIT

BUILDING PERMIT NUMBER: _____

This COVENANT FOR SYSTEM DEVELOPMENT CHARGE FEE WAIVER FOR AN ACCESSORY DWELLING UNIT (this "Agreement") is entered into as of the recording date shown above by _____ ("Declarant or Declarants").

Declarant is the owner of certain real property located at _____ (Address of Primary House) and _____ (Address of Accessory Dwelling Unit) in Portland, OR and legally described as _____ (the "Property") with a property tax lot number of _____ (R Number). Declarant has applied for a building permit to construct an accessory dwelling unit ("ADU") on the Property. Declarant has requested a waiver of System Development Charges ("SDCs") from the City of Portland's Bureaus of Parks and Recreation, Environmental Services, Transportation and Water (collectively, the "SDC Waiver") in exchange for entering into this Agreement and agreeing to the restrictions, covenants and obligations set forth herein.

NOW, THEREFORE, for good and valuable consideration, Declarant covenants and agrees as follows:

Section 1. Requirements. Declarant has received the SDC Waiver on the condition that neither the ADU nor other structure on the Property will be rented as an accessory short-term rental as defined in Portland City Code Chapter 33.207 for a minimum of 10 years following final approval of the building permit (the "Restriction Period"). For the purposes of this agreement, posting a listing of the ADU or any other structure on the Property on a short-term rental website is prima facie evidence that the property owner has violated this requirement and is sufficient to warrant billing for the SDC as provided in Section 3. A property owner may still request administrative review from the Revenue Division Director and any other applicable appeal procedures associated with the billing.

Section 2. Covenants Run with the Land. Declarant hereby acknowledges and agrees the express intent that during the Restriction Period, the covenants and restrictions set forth in this Agreement are covenants running with the land and will pass to and be binding upon Declarant's successors and assigns in title including any purchaser, grantee, or lessee of any portion of the Property and any other person or entity having any right, title, or interest therein and upon the respective successors, and assigns of any purchaser, grantee, or lessee of any portion of the Property and any other person or entity having any right, title, or interest therein. Declarant further agrees to ensure that any and all purchasers, grantees or

