

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 _____ day of _____, 20__ (the “Effective Date”) 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

