



# WASHINGTON COUNTY

## OREGON

Department of Land Use & Transportation  
*Planning and Development Services, Current Planning*

DATE: \_\_\_\_\_

TO: Records Division, Assessment & Taxation

RE: **RECORDING OF RESTRICTIVE COVENANT FOR A TEMPORARY  
HEALTH HARDSHIP DWELLING**

Pursuant To Ordinance # \_\_\_\_\_ Code Section \_\_\_\_\_

ORS \_\_\_\_\_ OAR \_\_\_\_\_

Please complete the following after the attached document has been recorded.

DOCUMENT # \_\_\_\_\_

DATE RECORDED \_\_\_\_\_

RECORDED BY \_\_\_\_\_

MAP AND TAX LOT # \_\_\_\_\_

LAND USE CASEFILE # \_\_\_\_\_

# DECLARATION OF RESTRICTIVE COVENANT FOR A TEMPORARY HEALTH HARSHIP DWELLING



This instrument is a "Restrictive Covenant" made and executed by

\_\_\_\_\_

hereinafter referred to as Covenanters, who do hereby agree as follows:

1) The covenanters are the sole legal owner(s) of the following described real property located in Washington County, Oregon:

FOR OFFICE USE ONLY

2) The property is mapped by the Washington County Department of Assessment and Taxation as Tax Lot \_\_\_\_\_, of Tax Map \_\_\_\_\_ consisting of \_\_\_\_\_ acres or thereabouts.

3) This restrictive covenant is related to Condition \_\_\_\_\_ of Washington County Department of Land Use and Transportation Casefile No. \_\_\_\_\_ approved by the Director, and is required consideration for approval therein for a temporary health hardship dwelling on the property described in paragraph 1.

4) The covenanters do for themselves and their successors agree that the area described in paragraph 1) shall be and is encumbered with a restrictive covenant requiring the temporary health hardship dwelling to be vacated and removed within three (3) months of the end of the hardship, or upon expiration of a specific time limit not to exceed twenty-four (24) months, unless the temporary health hardship permit is renewed; that the permit for the temporary health hardship dwelling shall not be transferred to any other owner or occupant; that such covenant shall run with the land and shall bind and restrict covenanters', successors and assigns; and that before this restrictive covenant can be removed, authorization and release must first be obtained from the Director of the Department of Land Use and Transportation or his/her authorized representative.

5) The covenanters agree that this restrictive covenant is intended to protect the public from any deleterious effect of the approval, and is for the benefit of Washington County and is enforceable by the Board of County Commissioners both as a covenant at law and as a servitude in equity.

6) The covenanters agree that their execution of this agreement in no way limits, restricts or preempts the authority of Washington County to exercise any of its governmental authority applicable to said property.

This restrictive covenant shall be filed with the appropriate deed records of Washington County.

OWNER NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

OWNER NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

STATE OF OREGON )  
County of Washington ) ss.

Personally appeared before me \_\_\_\_\_ who acknowledged the foregoing instrument to be his/her voluntary act and deed. Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

Please return to the following address:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM  
Jacquilyn Saito-Moore Sr. Assistant County Counsel for Washington County, Oregon