

## **19-06: Accessory Kitchens in Single Family Dwellings ORSC 202 definition of Dwelling Unit**

**QUESTION:** Can a single-family dwelling have more than one kitchen?

**RESPONSE:** The Oregon Residential Specialty Code doesn't limit the number of kitchens in a single-family dwelling. However, the 2017 ORSC defines a dwelling unit as, "A single unit providing complete independent living facilities for one or more persons, including provisions for living, sleeping, eating, cooking and sanitation." (ORSC R202). BDS seeks to avoid illegal conversions of single-family dwellings into duplexes or multi-family structures. Such conversions create fire and life safety issues for the residents because the structures do not comply with the ORSC requirements for multiple dwelling units in a single structure or attached structures. In order to accomplish this goal, BDS will require a building permit to install a new kitchen within a single-family dwelling and will impose certain conditions outlined in this document. In order to install an additional kitchen:

1. The accessory kitchen may be located in a portion of the building that would meet the definition of a dwelling unit only if that portion of the building is not and will not be separated from the rest of the building by walls or closing a door.
2. The accessory kitchen may not be located in a detached structure with a bathroom.
3. Any additional accessory kitchen installed in a single-family dwelling must comply with all of the same Electrical, Plumbing and Mechanical Code requirements as the main kitchen.
4. The home owner must complete and record an "Additional Accessory Kitchen Covenant" as part of the building permit process. That Covenant is the property owner's acknowledgement that the structure will remain a single-family dwelling and that the accessory kitchen will not become part of an additional dwelling unit without obtaining a building permit for the creation of the additional dwelling unit. The covenant must have the permit number listed (available after the permit has been set up) and be signed by

a City Plans Examiner before it is recorded. Once it is recorded, a copy of the recorded Covenant must be provided to BDS as a condition of permit Issuance.

**NOTE: This Building Official Determination may not be utilized for structures containing Accessory Dwelling Units, structures that are considered a duplex or multi-family structures per the ORSC.**

Change History:

| Effective Date | Significant Changes | Employee Name                      |
|----------------|---------------------|------------------------------------|
| 1/6/20         | Implementation      | Terry Whitehill                    |
| 2/20/20        | Revision            | Catherine Heeb,<br>Terry Whitehill |
|                |                     |                                    |

After recording return a copy to:  
Bureau of Development Services  
1900 SW Fourth Avenue, Suite 5000  
Portland, OR 97201

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**COVENANT FOR ADDITIONAL ACCESSORY KITCHEN  
INSIDE A SINGLE-FAMILY DWELLING**

**ADDRESS:** \_\_\_\_\_

**BUILDING PERMIT APPLICATION NUMBER:** \_\_\_\_\_

**LEGAL DESCRIPTION:**

**TAX ACCOUNT NUMBER:** \_\_\_\_\_

**RECITALS**

A. Whereas, \_\_\_\_\_ (“Declarants”),  
are the record owners of the parcel described above.

B. Whereas, Declarants have applied to the City of Portland (“City”) for authorization to have an additional accessory kitchen located in a single-family dwelling at the address listed above (“Project”).

C. Whereas, the additional accessory kitchen will be located:

\_\_\_\_\_  
[DESCRIBE WHERE IN THE STRUCTURE THE ADDITIONAL KITCHEN WILL BE  
LOCATED]

D. Whereas, Title 33 of the Portland City Code prohibits any use of a single-family dwelling as a two-family dwelling without the appropriate permit and review process, and only where allowed by the zoning.

E. Whereas, pursuant to Section R202 of the 2017 Oregon Residential Specialty Code, a single-family dwelling consists of a single unit providing complete independent living facilities that includes provisions for living, sleeping, eating, cooking, and sanitation.

- F. Whereas, a single-family dwelling unit cannot have more than one complete set of independent living facilities without becoming a duplex or multi-family dwelling.
- G. Whereas, the construction requirements for single-family dwellings differ from the requirements for duplexes and multi-family dwellings.
- H. Whereas, Declarants agree that the accessory additional kitchen being constructed as part of the building permit application referenced above will not be utilized for structures containing an accessory dwelling unit, duplex or multi-family structure.
- I. Whereas, Declarants further agree to record this Covenant for Additional Accessory Kitchen Inside a Single-Family Dwelling (“Agreement”) to provide record notice of the terms of this Agreement and to bind subsequent transferees of the parcel described above.

**NOW, THEREFORE, THE DECLARANTS AGREE, AS FOLLOWS:**

1. COVENANT TO KEEP STRUCTURE AS SINGLE-FAMILY DWELLING. Declarants and Declarants’ successors and assigns, covenant that the parcel described above will only be used as a single-family dwelling, unless the City issues all required permits, the improvements described in such permits are completed, and the work passes all inspections that would allow the use of the structure as other than a single-family dwelling, if allowed by the zoning. If in the future BDS determines that the addition kitchen is being used as part of a separate dwelling unit, the Declarants or Declarants’ successors and assigns agree that they will either remove the additional kitchen or obtain the necessary permits to bring the separate unit up to all applicable codes, including the City of Portland Zoning Code. If the separate unit cannot be made to comply with all applicable codes, then the Declarants or Declarants’ successors or assigns will remove the additional kitchen.
2. COVENANT DOES NOT PROVIDE APPROVAL FOR AN ACCESSORY DWELLING UNIT. Declarants agree that this Agreement does not provide any right or representation that the Project qualifies or is approved as an Accessory Dwelling Unit (ADU). Nothing in this Agreement prevents Declarants from seeking permit approval for an ADU at a later time.
3. DEFINITIONS. Building Code means the State of Oregon Building Code as defined in Oregon Revised Statutes Chapter 455, as amended from time-to-time and as adopted by the City of Portland.
4. TERM AND BINDING EFFECT. This Agreement shall be effective as of the date of the signature(s) below and shall continue in perpetuity. All terms and provisions herein are intended to and shall be covenants running with the land and/or equitable servitudes burdening the parcels described above and shall be binding on Declarants, Declarants’ heirs, executors, administrators, successors, and assigns and all current and future owners of the

parcels described above and all persons claiming title, possession, or ownership of or to such properties.

5. MODIFICATION AND TERMINATION. The Declarant(s) and subsequent owners and assigns may not modify, withdraw from, terminate, or dissolve this Agreement without the prior written approval of the City of Portland. Declarant(s) and subsequent owners and assigns agree that any violation of the terms of this Agreement will result in immediate and automatic termination of this Agreement, and the additional accessory kitchen shall be removed to the satisfaction of and under permit from the Bureau of Development Services, and the structure shall be made to comply with the then-current Building Code.
6. THIRD PARTY BENEFICIARY. The City of Portland is intended to be the sole third-party beneficiary of this Agreement.
7. GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with the laws of the State of Oregon. Any action arising out of or relating to this Agreement shall be commenced in the Circuit Court for Multnomah County, Oregon, and if in the federal courts, in the United States District Court for the District of Oregon, Portland Division. Any arbitration or other form of alternative dispute resolution arising out of this Agreement shall take place in an appropriate forum within Portland, Oregon.
8. COPY TO BUREAU OF DEVELOPMENT SERVICES. Upon recording, Declarants shall provide a copy of this Agreement to the Bureau of Development Services.
9. INDEMNIFICATION. The Declarants, Declarants' successors and assigns shall indemnify, defend, and hold harmless the City of Portland, its officers, agents, officials, and employees against any and all claims, demands, actions, and suits, including attorneys' fees and costs brought against any of them arising out of or resulting from the terms of this Agreement.
10. CONSIDERATION. Declarants have requested that the City allow Declarants to construct an additional accessory kitchen in the single-family dwelling described above. Such construction does not comply with the following sections of the 2017 Oregon Residential Specialty Code: R202, which defines a single-family dwelling as a single unit providing complete independent living facilities that includes provisions for living, sleeping, eating, cooking, and sanitation. In exchange for the promises under this Agreement, Declarants acknowledge that this Agreement is executed as an alternate method of complying with this section of the Building Code.
11. AUTHORITY TO EXECUTE AGREEMENT. The Declarants expressly represent and warrant that the persons executing this Agreement are duly authorized to do so. This Agreement may be executed in counterparts, and each counterpart shall have the same binding legal effect as if it were a single document containing all signatures.

12. SEVERABILITY. Each provision of this Agreement shall be independent and severable. The invalidity or partial invalidity of any provision thereof shall not affect any of the remaining portions of that or any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

DECLARANT #1:

\_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(printed name)

Mailing Address: \_\_\_\_\_

STATE OF OREGON

County of \_\_\_\_\_

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

By: \_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_

DECLARANT #2:

\_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(printed name)

Mailing Address: \_\_\_\_\_

STATE OF OREGON

County of \_\_\_\_\_

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

By: \_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_ Date: \_\_\_\_\_  
Building Official or Designee (*signature*)

\_\_\_\_\_  
(*printed name*)