

RECORDING REQUESTED BY:

City of Fortuna
621 11th Street
Fortuna, CA 95540

WHEN RECORDED MAIL TO:

City of Fortuna
621 11th Street
Fortuna, CA 95540

No Fee Pursuant to Government Code Section 27383

DECLARATION OF RESTRICTIONS (DEED RESTRICTION) ACCESSORY DWELLING UNIT

WHEREAS, the undersigned, Property Owner(s) is/are the present owner of certain real property located at XXXX XXX XX within the City of Fortuna, County of Humboldt, State of California, (Assessor Parcel No. XXX-XXX-XXX) and more particularly described in the attached legal description (Exhibit "A"); and

WHEREAS, the term "Property Owner" shall, if applicable, include heirs named within a currently valid declaration of trust designating ownership of the subject property and shall, if applicable, include principals of a corporation, for a corporation, the corporate officers, for a limited liability company, the members, and for a partnership, the partners; and

WHEREAS, the Property Owner and/or persons acting on behalf of the Property Owner propose to construct an Accessory Dwelling Unit or convert all or part of an existing structure into an Accessory Dwelling Unit pursuant to the provisions and standards set forth in Title 17 (Zoning Regulations), Chapter 17.06 (Regulations That Apply to Specific Uses), Section 17.06.001.5 (Accessory Dwelling Units) of the Fortuna Municipal Code.

WHEREAS, on _____, the City of Fortuna Building Department Building Permit No. _____, to allow the creation of a XXX sf Accessory Dwelling Unit on a parcel that includes a X,XXX square-foot primary residence; and

WHEREAS, this deed restriction is required to satisfy the stipulation and provision set forth in Section 17.06.001.5 of the Fortuna Municipal Code.

NOW, THEREFORE, in consideration of the benefits received by the Property Owner and the public purposes served by the 17.06.001.5 of the Fortuna Municipal Code, the Property Owner and the City of Fortuna agree as follows:

1. Prohibition of Short-Term Rentals. The accessory dwelling unit shall not be rented for any period less than 30 days at a time.
2. Prohibition of Sale. The accessory dwelling unit shall not be sold, transferred, or assigned separately from the primary dwelling.
3. Property Owner Occupancy Requirement. For junior accessory dwelling units, restrictions on size, attributes, and owner-occupancy in conformance with this section.
4. Right Appurtenant. The City and the Property Owner hereby declare their express intent that the covenants and restrictions of this deed restriction shall run with the land, and shall pass to and be binding upon and parties having any interest in the subject property, including all successors in title

to the Property. Each and every contract, deed, lease, and other instrument covering, conveying or otherwise transferring the Property or any interest therein, as the case may be, shall conclusively be held to have been executed, delivered and accepted to this deed restriction regardless of whether the other party or parties to such contract have actual knowledge of this deed restriction. The property owner and all successors in interest shall maintain the accessory dwelling unit and the property in accordance with all applicable accessory dwelling unit requirements and standards.

5. Severability. If any one or more of the provisions contained in this deed restriction shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision(s) shall be deemed severable from the remaining provision(s) contained in this restriction, and this restriction shall be construed as if such invalid, illegal, or unenforceable item had never been contained herein. The deed restriction shall lapse upon removal of the accessory dwelling unit.
6. Cooperation Required. The Property Owner agrees to fully cooperate with the City in promptly providing all information and access requested to assist the City in monitoring compliance with this deed restriction.
7. Enforcement. Any violation of this deed restriction may result in the imposition of fines, fees, penalties and/or other enforcement action of the Fortuna Municipal Code. The City of Fortuna may enforce the provisions hereof through any proceedings at law or in equity.
8. Amendments in Writing. This deed restriction may not be amended, modified, and/or removed unless otherwise approved and agreed upon by a written agreement between the City of Fortuna and the Property Owner, and recorded with the Humboldt County Recorder's Office.

IN WITNESS WHEREOF, the parties have executed this Agreement and Deed Restriction on or as of the date first written above.

PROPERTY OWNER(S):

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____

CITY:

CITY OF Fortuna, a Public Body, Corporate, and Politic:

Print Name: _____ Signature: _____ Title: _____ Date: _____

Insert Notary Pages Here

Insert Notary Pages Here

EXHIBIT “A” LEGAL DESCRIPTION

(insert legal description here)