

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City of Livermore, Attn. Building Division
1052 S. Livermore Avenue
Livermore, CA 94550

**DECLARATION OF RESTRICTIONS (DEED RESTRICTION)
JUNIOR ACCESSORY DWELLING UNIT**

WHEREAS, the undersigned, Property Owner(s) is/are the present owner of certain real property located at address: _____ within the City of Livermore, County of Alameda, State of California, with County Assessor Parcel Number: _____) 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(s) to convert part of an existing single-family dwelling into a Junior Accessory Dwelling Unit pursuant to the provisions and standards set forth Section 65852.22 of the California Government Code; and

WHEREAS, on date: _____, the City of Livermore approved a Building Permit (BLD) Number: BLD _____, to allow the creation of a Junior Accessory Dwelling Unit with floor area of: _____ square feet on a parcel that includes a primary residence; and

NOW, THEREFORE, in consideration of the benefits received by the Property Owner from the provision of a Junior Accessory Dwelling Unit on the subject property, the Property Owner agrees as follows:

1. Prohibition of Short-Term Rentals. The rental of the Junior Accessory Dwelling Unit or the primary single-family dwelling for a period of less than thirty (30) days shall be prohibited.
2. Property Owner Occupancy Requirement. If the Primary Dwelling Unit and Junior Accessory Dwelling Unit share sanitation facilities, the Property Owner shall reside in either the Primary Dwelling Unit or the Junior Accessory Dwelling Unit. The Property Owner shall be considered as residing at the Property if Property Owner is living in either the Primary Dwelling Unit or the Junior Accessory Dwelling Unit during each calendar year, maintains a valid homeowner's property tax exemption, and provides reasonable requested documentation to verify occupancy as the City may request from time to time. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization. No Separate Address. The Junior Accessory Dwelling Unit shall not be issued a separate address.

3. No Separate Sale. The Junior Accessory Dwelling Unit shall not be sold separately from the single-family residence (also referred to herein as the "Primary Dwelling Unit") on the Property.
4. Cooperation Required. The Property Owner agrees to fully cooperate with the City of Livermore in promptly providing all information and access requested to assist the City of Livermore in monitoring compliance with this deed restriction and the Municipal and Development Codes of the City of Livermore.
5. Right Appurtenant. The Property Owner hereby declares their express understanding 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.
6. Enforcement. Any violation of this deed restriction may result in the imposition of fines, fees, penalties and/or other enforcement action of the Municipal and Development Codes of the City of Livermore. The City of Livermore may enforce the provisions hereof through any proceedings at law or in equity.
7. Amendments in Writing. This deed restriction may not be amended, modified, and/or removed unless otherwise approved and agreed upon by a written approval by the City of Livermore, and recorded with the Alameda County Recorder's Office.
8. 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.

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: _____

NOTARY OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On the date of: _____, before me, _____ a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: _____

(Typed or Printed)

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

(insert legal description here – available on title report or grant deed)