

RECORDED AT THE REQUEST OF:

Name: _____

Address: _____

Address: _____

WHEN RECORDED RETURN TO:

County of Ventura, RMA Planning

ATTN: _____

800 South Victoria Avenue, L#1740

Ventura, CA 93009-1940

**DECLARATION OF RESTRICTIVE COVENANT FOR
ACCESSORY DWELLING UNIT**

THIS DECLARATION OF RESTRICTIVE COVENANT (“Declaration”) is executed by _____ (“Declarant”) on the signature date set forth below. Declarant promises, agrees and covenants to restrict the development and use of the property described below in accordance with the terms, conditions and restrictions set forth in this Declaration.

RECITALS

WHEREAS, Declarant is the present owner of certain real property located at _____ in the County of Ventura, California, with an Assessor’s Parcel Number (APN) of _____, and which is described in Exhibit A hereto (the “Property”).

WHEREAS, Declarant and/or persons acting on behalf of Declarant applied for, and the County of Ventura (“County”) approved, a permit (Exhibit B) to authorize the construction of one accessory dwelling unit on the Property in accordance with Government Code section 65852.2 and section 8107-1.7 et seq. of the Non-Coastal Zoning Ordinance (“NCZO”).

WHEREAS, Government Code Section 65852.2 and NCZO section 8107-1.7 et seq. establishes certain requirements for accessory dwelling units, including a requirement for recordation of a deed restriction.

WHEREAS, the purpose of this Declaration is to ensure that the accessory dwelling unit will be maintained in accordance with state law, NCZO section 8107-1.7 et seq., and all other applicable sections of the NCZO.

WHEREAS, this Declaration is required to memorialize and implement these requirements.

NOW, THEREFORE, in consideration of the County's approval of Declarant's application for an accessory dwelling unit, Property Owner hereby declares and agrees as follows:

1. Covenant Running with Land. Declarant does hereby covenant and agree to restrict, and does by this instrument intend to restrict, the future development and use of the Property as set forth below, by the establishment of this covenant running with the land.
2. Restrictive Covenants. The following restrictive covenant shall apply to the land comprising the Property:
 - A. Any rental of the accessory dwelling unit shall be for a term that is longer than 30 consecutive days.
 - B. The accessory dwelling unit shall not be sold or otherwise conveyed separately from the primary residence on the Property, except as provided in Government Code section 65852.26.
3. Successors and Assign Bound. Declarant hereby agrees and acknowledges that the Property shall be held, sold, conveyed, owned, developed and used subject to the applicable terms, conditions and obligations imposed by this Declaration relating to the development and use of the Property, and matters incidental thereto. Such terms, conditions, and obligations are a burden and restriction on the development and use of the Property, as applicable.

The provisions of this Declaration shall, subject to the limitations contained in this Declaration and without modifying the provisions of this Declaration, be enforceable as equitable servitudes and conditions, restrictions and covenants running with the land comprising the Property, and shall be binding on the Declarant and upon each and all of its respective heirs, devisees, successors, and assigns, grantees, lessees, mortgagees, lienors, officers, directors, employees, agents, representatives, executors, trustees, successor trustees, beneficiaries, administrators, any person who claims an interest in the Property, and upon future owners and lessees of the Property and each of them.

4. No Other Restrictions. This Declaration imposes no obligations or restrictions except as expressly stated herein.
5. Inspection and Enforcement. County shall have the right to inspect the Property at reasonable times upon provision of reasonable notice, and to enforce the terms and conditions of this Declaration by administrative action, or by action at law or suit in equity, against Declarant and any person claiming an interest in the Property.

6. General Provisions.

- A. Controlling Law. The interpretation and performance of this Declaration shall be governed by the laws of the State of California.
- B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Declaration shall be liberally construed to effect the purposes of this Declaration. If any provision in this Declaration is found to be ambiguous, an interpretation consistent with the purposes of this Declaration that would render the provision valid shall be favored over any interpretation that would render it invalid.
- C. Severability. If any provision of this Declaration or the application thereof is found to be invalid, the remaining provisions of this Declaration or the application of such provisions other than that found to be invalid shall not be affected thereby.
- D. Termination of Rights and Obligations. A party's rights and obligations under this Declaration terminate upon transfer of the party's interest in the Property, except that liability for acts, omissions or breaches occurring prior to transfer shall survive transfer.
- E. Modification and Release. This Declaration shall not be amended, released, terminated, or removed from the Property without the prior written consent of the County of Ventura.
- F. Recordation. This Declaration shall be recorded in the Ventura County Recorder's Office and shall take effect upon recordation.

Attachments:

- Exhibit A Legal Description
- Exhibit B Copy of Approved Building Permit or Zoning Clearance
(Permit No. _____)

PROPERTY OWNER/DECLARANT:

Signature _____
Signature of the Property Owner/Declarant

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 _____, before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person 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 _____ (Seal)
Signature of the Notary Public