

Recorded at the Request of

After recording, return to:
CITY OF WALNUT CREEK
Planning Manager
1666 North Main Street, 2nd Floor
Walnut Creek, CA 94596

DECLARATION OF RESTRICTIONS ON OCCUPANCY

This Declaration of Restrictions on Occupancy is made this ____ day of _____, 20____, by and between the City of Walnut Creek, a California municipal corporation, hereinafter "City" and _____, the owner of record, hereinafter "Owner." Hereinafter, "Owner" shall include successors in interest.

WHEREAS, Owner owns certain real property located within the City of Walnut Creek that is zoned either R, P-D, or H-P-D and which is known as Assessor's Parcel _____ and is commonly known as _____, hereinafter "Property." City is the owner of the adjacent public street that is benefited by this Agreement, which is commonly known as _____; and

WHEREAS, Owner seeks permission under Walnut Creek Municipal Code § 10-2.3.501 *et seq.* for a Second Family Unit Permit to build a second family residential unit on the Property. Under § 10-2.3.503 of the Walnut Creek Municipal Code, permission to construct a legal second unit requires a recorded deed restriction governing this Property; and

WHEREAS, Owner intends to restrict the Property in the manner set forth below for the express benefit of the present and subsequent owners of the Property or any portion of it, and for the benefit of the City of Walnut Creek and its citizens, and to satisfy the requirements of Article 5 of Chapter 2 of Title 10 of the Walnut Creek Municipal Code; and

WHEREAS, Owner desires to provide the City with the power to enforce against the Property, as unsubordinated covenants running with the land, the requirements of this Declaration and Article 5 of Chapter 2 of Title 10 of the Walnut Creek Municipal Code against the Property.

NOW, THEREFORE, for and in consideration of the foregoing and mutual covenants and promises of the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties declare as follows:

1. Owner agrees to enforce and abide by the tenancy restriction set forth at § 10-2.3.503(F)(3) of the Walnut Creek Municipal Code. Specifically, Owner agrees that at no time shall more than one dwelling unit constructed on Property be rented or leased. The two dwelling units built on this Property shall be separately occupied only if the Owner occupies one of the units. Owner agrees to be responsible for ensuring that the Property is occupied and maintained in accordance with the Second Family Unit Permit and this Declaration.

2. The second dwelling unit on the Property shall not be sold separately from the main dwelling unit on the Property, and the parcel upon which the unit is located shall not be subdivided in any manner that would authorize such sale or ownership.

3. The second dwelling unit is an accessory use to the main dwelling unit.

4. The second dwelling unit shall be a legal unit and may be used as habitable space only so long as either the main dwelling unit or the second dwelling unit is occupied by the Owner or one of the Owner's of

record of the Property.

5. As a condition of and prior to the issuance of any building permit to build the proposed second dwelling unit, this Declaration shall be recorded in the records of the County of Contra Costa, California as a covenant on the Property for the purpose of imparting notice to successors in interest and others who may have an interest in the Property.

6. These restrictions shall run with the land and be binding upon Owner and all successive owners, heirs, or assigns of the Property. If at any time these restrictions are determined by a court of competent jurisdiction not to constitute a covenant running with the land, it is Owner's intent that these restrictions form an equitable servitude on the Property and as such shall be binding on the Owner and successors in interest, and shall remain in effect during the existence of this second dwelling unit or any alteration, modification, expansion, remodeling, replacement, reconstruction, or relocation of the second dwelling unit.

7. This Declaration shall inure to the benefit of the City of Walnut Creek and to its citizens. The City of Walnut Creek may exercise all rights and remedies available to it in law or in equity, specifically including the obtaining of a restraining order, injunction, or damages, or any combination thereof, against any person or persons violating or attempting to violate any provision of this Declaration.

8. The foregoing restrictions may not be terminated or amended without the prior written consent of the Planning Manager of the City of Walnut Creek.

IN WITNESS WHEREOF, the parties have executed this Declaration on the date shown below, but this Declaration is effective as of the date and year first above written.

DATED: _____

By: _____
Owner

DATED: _____

By: _____
Planning Manager

APPROVED AS TO FORM:
Bryan Wenter, City Attorney

(Attach Notary certificate here)