WHEN RECORDED MAIL TO:
(Property Owner)

SPACE ABOVE IS FOR RECORDER'S USE ONLY

ACCESSORY DWELLING UNIT AGREEMENT

THIS AGREEMENT is made on the _____ day of _____, 20_____.

I/We, _____, the Owner(s) of the hereinafter described real property:

Address_____

Assessor Parcel No.(s)_____

Desire(s) to construct an "accessory dwelling unit" as defined by the San Diego County Zoning Ordinance for the purpose of providing rental housing pursuant to Section 6156.x of said Zoning Ordinance. In consideration of the permission granted by the County of San Diego by a building permit (as may be applicable) to construct an Accessory Dwelling Unit, I/we hereby covenant and agree that:

1. I/We are the owner(s) and occupants(s) of the existing (or to be constructed concurrently) primary residence located on the above described property.
2. I/We shall continuously occupy either the primary unit or the accessory dwelling unit for as long as the unit that is not owner occupied is used or maintained for use as a separate dwelling unit. I/We will discontinue the residential use of the accessory dwelling unit at and during any time that owner occupancy of the property ceases, except as may be otherwise permitted by Section 6156.x of the Zoning Ordinance.
3. No other accessory living quarter, whether legally or illegally established, does now or shall ever exist on the above-described property.
4. No expansion of the accessory dwelling unit or the primary dwelling unit shall occur, nor shall any other work on the premises be done that requires a ministerial or discretionary permit(s) without first obtaining the required ministerial and/or discretionary permit(s) from the County of San Diego.
5. I/We will abide by all of the requirements and standards of Section 6156.x of the Zoning Ordinance (or renumbering thereof) as it exists on the date of this Agreement, and which hereby is incorporated herein by reference.

This Agreement shall run with the land. If the subject property is conveyed to any other person, firm, or corporation, the instrument that conveys title or any interest in or to said property, or any portion thereof, shall contain a restriction limiting the use of the accessory dwelling unit per the terms of this Agreement. Any violation of this Agreement is grounds for the County, pursuant to Section 7703 of the Zoning Ordinance, to revoke the permission for use of the Accessory Dwelling Unit for residential purposes, and may result in penalties being imposed upon the property owner as prescribed in said Section 7703.

_____ _____

Owner(s) Signature Owner(s) Signature

ALL PURPOSE 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 to the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____,
(Insert Name and Title of Officer)

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 _____ *(This area for official notarial seal)*