

**Recording requested by
And when recorded return to:**

**City Clerk
City of Benicia
250 East "L" Street
Benicia, CA 94510**

Space above line for Recorder's Use

COVENANT AND DEED RESTRICTION

This Covenant and Deed Restriction is made and executed on this ____ day of _____, 20__, by _____.

The undersigned hereby certifies that it is the owner of fee title to the real property in the City of Benicia, County of Solano located at:

Assessor's Parcel Number: _____

Address: _____, and more particularly described in Exhibit "A" which is attached hereto and incorporated herein as set forth in full.

For valuable consideration, in compliance with the condition of approval for a City of Benicia Accessory Dwelling Unit Regulation in the Benicia Municipal Code providing for the construction of a secondary or accessory dwelling unit on the above-described property, **the undersigned hereby covenants, acknowledges and agrees that:**

- 1. The rented unit shall not be rented for any period less than thirty days at a time.**
- 2. The accessory dwelling unit shall not be sold separately from the primary dwelling.**

The purpose of this Deed Restriction is to provide notice and disclosure to subsequent purchasers or transferees of limitations associated with the real property.

This covenant shall run with the land and shall be binding upon ourselves, our tenants and any future owners and tenants, their successors, heirs or assigns and shall continue in effect unless otherwise released by the authority of the City of Benicia in writing. Any lease of said specified parcel shall be subject to this restriction, which is made for the general benefit of the community. The covenant shall be enforceable by remedy of injunctive relief in addition to any other remedy in law or equity, including revocation of the use permit providing for the existence of an accessory dwelling unit.

This covenant and the provisions hereof are irrevocable and cannot be modified except by the express written consent of the City of Benicia, a municipal corporation. The City of Benicia shall have the right, but no responsibility, to enforce each and every provision hereof.

In the event that the owners, their heirs, assigns or successors in interest shall fail to abide by any of the covenants hereunder, they hereby agree to pay all costs and expenses incurred by the City in securing performance of such obligation, including reasonable attorney's fees and costs.

Dated: _____

By: _____
Owner

Co-Owner

(Notary)

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.
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State of California
County of _____

On _____, 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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE