

ACCESSORY KITCHEN – ESTES VALLEY DEVELOPMENT CODE

PROPERTY ADDRESS:

BUILDING PERMIT NUMBER:

PARCEL NUMBER:

LEGAL DESCRIPTION:

I/WE, the undersigned as owner(s) of the above referenced real property, have read and understand Section 5.2.B2g, entitled Accessory Kitchens, of the Estes Valley Development Code.

I (we), as owner(s) of the property, understand and acknowledge the requirements and conditions under which this Accessory Kitchen is approved. This shall include the following requirements:

- (1) Approval of the accessory kitchen shall not constitute approval of a second dwelling unit or accessory dwelling unit.
- (2) The dwelling shall not be occupied by more than one family unit, as defined in Section 13.2.C.28 "Household Living."
- (3) The dwelling shall have only one address.
- (4) Interior access shall be maintained to all parts of the dwelling to assure that an accessory dwelling unit or apartment is not created.
- (5) <insert conditions that may apply>

This Agreement shall constitute covenants running with the Property as a burden thereon, for the benefit of, and enforceable by, the Town of Estes Park/Larimer County, Colorado and its respective successors and assigns. This Agreement shall bind each Owner, and each Owner shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein, during the Owner's period of ownership of the Property. Each and every conveyance of the Property, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Agreement, even without reference to this Agreement in any documents of conveyance.

Each Owner agrees to comply with the provisions of this Deed Restriction as a requirement for title and is therefore personally obligated to perform and observe all the conditions of approval and restrictions on the use of the Property set forth above.

The Town of Estes Park/Larimer County, Colorado shall have the right to enforce the terms and conditions of this Agreement including, but not limited to, a suit for equitable relief to enforce compliance with the terms and conditions of this Agreement. The Owner shall pay all court costs and reasonable attorney's fees incurred by the Town of Estes Park/Larimer County, Colorado in the enforcement of any of the terms and conditions of this Agreement.

This Agreement shall be binding upon the undersigned, his/her personal representatives, heirs, transferees, successors and assigns, and future owners of this Property.

ACKNOWLEDGED AND AGREED TO this _____ day of _____, 20__.

OWNER (print name)

OWNER (signature)

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____.

Witness my hand and official seal.

Notary Public

My Commission Expires: