

RESTRICTIVE AGREEMENT FOR ACCESSORY DWELLING UNIT – DRAFT TEXT

This RESTRICTIVE AGREEMENT (“**Agreement**”) is made this _____ day of _____, 20____ (“**Effective Date**”), by _____ (“**Property Owner**”).

RECITALS

WHEREAS, the Property Owner is the owner of real property in the City of La Crosse, County of La Crosse, State of Wisconsin, more described in **Exhibit A** attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, Section 115-405, Zoning Ordinance of the Municipal Code of the City of La Crosse, sets forth certain conditions as to the construction and/or conversion, occupancy and use of an accessory dwelling unit, and requires the recordation of a restrictive agreement with respect to said conditions prior to the issuance of a building permit; and

WHEREAS, on _____, the Property Owner submitted an application to construct an accessory dwelling unit or convert all or part of an existing structure as an accessory dwelling unit, subject to the terms and conditions of Section 115-405 of the La Crosse Municipal Code; and

WHEREAS, this Agreement is recorded to satisfy the requirements of Section 115-405. of the Zoning Ordinance of the City of La Crosse.

THEREFORE, the Property Owner for itself, its successors and assigns, does hereby agree that the Property shall be subject to and shall be used in conformance with the following restrictive uses as of the Effective Date of this Agreement:

- 1) Conformance with La Crosse Municipal Code. The accessory dwelling unit shall conform to the requirements of Section 115-405 of the La Crosse Municipal Code. Any violation of this restrictive agreement may result in the imposition of fines or other enforcement action under Section 115-2 of the La Crosse Municipal Code.
- 2) No Independent Sale. The Property Owner shall not sell the accessory dwelling unit separate from the primary dwelling unit.
- 3) Owner Occupancy. The certificate of occupancy for the accessory dwelling unit shall be in effect only so long as the principal dwelling unit on the Property is occupied by the Property Owner.

- 5) Agreement Runs with the Property. The restrictions under this Agreement shall run with the Property, shall be a benefit and a burden to the Property Owner, their successors and assigns and any person acquiring an interest in the Property, their grantees, successors, heirs, administrators, devisees, or assigns.
- 6) Severability. If any one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions in this Agreement, and this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or caused it to be duly executed, as of the _____ day of _____, 20____.

THE CITY OF LA CROSSE, WISCONSIN

Approved as to form this _____ day of _____, 20____.

BY: _____
 Stephen Matty
 City Attorney, City of La Crosse

STATE OF _____)
 :ss
 COUNTY OF _____)

The above personally came before me this day of _____, 20__, A. Logan Beveridge, Attorney for the City of La Crosse, to me known to be the person who executed the foregoing instrument and to me known to be such City Attorney, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of La Crosse, by its authority.

 Notary Public, State of _____

My commission expires: _____

