

## AGREEMENT

**THIS AGREEMENT** is entered into between \_\_\_\_\_ whose address is \_\_\_\_\_, Arvada Colorado 8000\_\_ ("Homeowner"), and the City of Arvada, Colorado ("City"), a Colorado municipal corporation whose address is 8101 Ralston Road, Arvada, Colorado 80001.

### REPRESENTATIONS:

1. The Homeowner is the record owner of the single family residence located at \_\_\_\_\_, Arvada, Colorado 8000\_\_ ("Residence") that is within a single family residential zoning district; and
2. The Homeowner desires to install at the Residence certain physical improvements that would potentially permit the Residence to be used for two or more separate dwelling units each containing a kitchen, bath, and sleeping or living area; and
3. The Homeowner has requested that the City issue necessary building permits to allow the lawful construction or installation of these improvements; and
4. The City's ordinances and regulations prohibit the use of the Homeowner's single family Residence for separate, independent, and multiple dwelling units; and
5. The City desires to issue to the Homeowner the requested building permits for the contemplated improvements provided that the Homeowner agrees to maintain the Residence only as a single family residence in conformance with the City's ordinances and regulations.

**WHEREFORE**, in consideration of the mutual promises contained herein, the City and the Homeowner agree as follows:

1. The City shall issue to the Homeowner the requested building permit to construct and install certain improvements that would create the potential for the Residence to be utilized, maintained, or operated as two or more separate and independent dwelling units within the Residence, provided that the Homeowner meets all applicable requirements for issuance of the requested building permit.
2. The Homeowner shall not utilize, employ, maintain, or operate the Residence for the purpose of providing or creating two or more dwelling units, as the term "dwelling unit" is defined by the City's ordinance. Further, the Homeowner shall not cause or permit the Residence to be altered or modified so that the structure is separated, closed-off, walled-in, locked-out, or otherwise permanently divided in such a manner that the Residence may be utilized, maintained, or operated as two or more independent and private dwelling units. The Homeowner shall not lock any existing or later-installed door within the residence in such a manner as to create two or more separate, private, and exclusive living areas or dwelling units.
3. The Homeowner agrees that the City may, immediately upon request and with the presence of the Homeowner, enter the Residence for the purpose of inspecting conformance with this Agreement and to ensure that the Residence is being maintained as a single family residence. Nothing herein shall preclude entry and inspection by the City where otherwise permitted by the law.
4. This Agreement shall be governed by the laws of the State of Colorado and this Agreement may be enforced at law or in equity.
5. The City and the Homeowner agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, purchasers, and assigns thereof and shall constitute covenants running with the described property. This Agreement shall be recorded by the City with the Clerk and Recorder's Office of the appropriate county.

