

EAST GOSHEN TOWNSHIP

In-Law Suite (Apartment For the Care of a Relative) Agreement Approval and Recording Process

Upon submission of an In-Law Suite agreement, the following approval and recording processes will be followed:

Approval Process:

The In-Law Suite plan and agreement shall be reviewed and approved by the Township. This review can take several weeks depending on the complexity of the project. Upon approval of the project by the Township Code Dept. and the Board of Supervisors, the agreement shall be recorded with the Chester County Recorder of deeds.

The agreement shall:

1. Be submitted in hard copy form, printed single sided
2. Be signed by all owners of the property
 - a. All names must be written out completely as they appear on the deed for the property
3. Have all signatures witnessed and notarized
 - a. A notarization for every signature
4. Be returned to the Township for approval by the Board of Supervisors at a public meeting
5. Once the agreement is signed by the Chairman of the Board, the agreement will be returned to the property owner or their representative for recording

Recording Process:

1. The entire agreement is recorded at the Chester County Recorder of Deeds Office. The agreement must be an original document with the original signatures of the homeowners and the Township, as well as the original notary acknowledgement.

**Chester County Recorder of Deeds
313 W. Market Street, Suite 3302
West Chester, PA 19382**

2. Provide your own self-addressed stamped envelope (large) with enough postage for all the documents to be returned to you. If a self-addressed stamped envelope is not provided, a \$2 fee may be charged by the County recorder's office.
3. The date of the agreement must be the same as the date of the first signature on the agreement.
4. **The recorder's office only accepts cash or business checks.** A business check must have the business name and LLC, Inc., LP, etc., or it won't be accepted.
5. Bring a second copy of the signed agreement so the recorder can time stamp that copy.
6. Provide a time stamped copy of page one of the agreement to East Goshen Township.
7. Provide proof of recording to the Township (payment receipt).
8. The Township will issue the appropriate permits to begin work will upon proof of recording.

*** PERMITS WILL NOT BE ISSUED UNTIL THE AGREEMENT IS RECORDED.**

**** THIS PROCESS CAN TAKE SEVERAL WEEKS DEPENDING ON THE COMPLEXITY OF THE PROJECT.**

Record and Return to:
Kristin S. Camp, Esquire
Buckley, Brion, McGuire, Morris & Sommer LLP
118 W. Market Street, Suite 300
West Chester, PA 19342

UPI No.

EAST GOSHEN TOWNSHIP SECTION 240-32.C AGREEMENT

THIS AGREEMENT is made and executed effective this ____ day of _____, 20____, by and among the Board of Supervisors of East Goshen Township on behalf of East Goshen Township, 1580 Paoli Pike, West Chester, Pa. 19380-6199 (the "Township") and _____ and _____, whose address is _____ (the "Owner").

RECITAL

WHEREAS, the Owner is the title owner of all that certain real property together with improvements erected thereon consisting of a single family dwelling, which is the principal building on the property, which the Owners occupy as their permanent home (the "Property");and

WHEREAS, the Property is located in the _____ Zoning District, established under Section 240-5 of the East Goshen Township Zoning Ordinance of 1997, codified in Chapter 240 of the Code of the Township of East Goshen (the "Ordinance"). The said Ordinance, as from time to time amended, is incorporated herein by reference and made a part hereof; and

WHEREAS, the Property is located in the _____ Zoning District, which is subject to the land use regulations established in Section 240.-32.C of the Ordinance, restricting the use of the Property to one (1) single family residential dwelling as its principal use; and

WHEREAS, Section 204-32.C of the Ordinance, governing permitted accessory uses to a principal use, authorizes the establishment within a residential dwelling in the above Zoning District of an "Apartment for care of relative", defined in Section 240-6 of the Ordinance as "A housing unit especially created for and limited to occupancy by a relative of the residents of the principal dwelling unit, to provide needed care and supervision to such relative. Such unit may also house a spouse of such relative"; and

WHEREAS, the Owner has requested the Township's Zoning Officer to issue a permit pursuant to 240-32.C of the Ordinance to authorize the Owner to establish a temporary Apartment for care of relative in the existing residential dwelling located on the Property, subject to the regulations established in the latter Section of the Ordinance, which requires the Owner to execute and record this Agreement in the Office of the Recorder of Deeds of Chester County, Pennsylvania.

WHEREAS, the Township is agreeable to issuing the requisite permit for the foregoing purpose, subject to the Owner's execution of this Agreement and compliance with Section 240-32.C of the Ordinance.

NOW THEREFORE, the Owner, in consideration of the Township's issuance to the Owner of the requisite permit authorizing the accessory use of the Property as described herein, and intending to be legally bound, agrees with the Township, as follows.

1. Each paragraph of the above RECITAL is incorporated in the body of this Agreement and shall constitute an integral part hereof.

2. The Owner shall submit to the Township a detailed plan of the renovations and improvements to the principal dwelling depicting and describing all plumbing, electrical, HVAC and other improvements proposed to add the temporary apartment to the dwelling.

3. Prior to the issuance of the requisite permit by the Zoning Officer, he shall specify in writing to the Owner those improvements depicted in the plan which must be removed from the dwelling, at the Owner's sole cost and expense, within sixty (60) days following termination of residency of the apartment by the relative. At a minimum, the Zoning Officer shall require the removal of all elements of the apartment kitchen, if any, including sink, stove, disposal, dish washer and refrigerator, including all plumbing and electrical connections thereto.

4. All such improvements shall be subject to inspection by the Township's Building Officer both during and following construction and following their removal. By signing this Agreement, the Owner authorizes such inspections of the Property and dwelling by the Zoning Officer during the Township's normal business hours. It shall be incumbent upon the Owner to timely notify the Township Zoning Officer, in writing, of the termination of the relative's occupancy within sufficient time to allow the Zoning Officer sufficient time to verify by inspection of the dwelling to determine compliance with paragraph three (3) hereof.

5. Occupancy of the apartment shall be subject to the following restrictions:

a. Occupancy shall be restricted to occupancy by a "relative" as that term is defined in Section 240-6 of the Ordinance.

b. Occupancy of the apartment is restricted to a maximum of two (2) persons.

c. At least one (1) resident relative of the apartment shall need care and supervision because of old age, disability, handicap, mental retardation/development disability or illness. The Zoning Officer may require initial proof thereof through a medical certification.

d. The apartment shall not be leased/rented, whether under an oral or written lease, to any non-relative not falling within the definition of that term as specified in Section 240-6 of the Ordinance.

e. Within thirty (30) days after a change in occupancy by a relative occurs, the Owner shall notify the Township Zoning Officer in writing of both the change and the identity of the relative then occupying the apartment.

f. Installation of the apartment shall not be apparent or otherwise affect the exterior appearance of the dwelling.

g. Upon removal of the apartment, there shall be no physical evidence visible from the exterior of the dwelling of the prior existence of the temporary apartment.

6. This Agreement shall be binding upon the Owner and the Owner's heirs, successors, administrators and assigns. Provided, however, this Agreement shall not be assigned or transferred by the Owner by whom it has been signed upon his transfer of the ownership of the Property to a third party, without the prior written approval of the Township. In the event of such proposed transfer, the Township shall require proof from the new Owner of compliance with the terms hereof and Section 240-32.C of the Ordinance, and the new owner shall sign, acknowledge and record an Agreement, in form and content identical hereto. Provided, further, this Agreement may not be assigned by the Owner in any manner that would result in a violation of this Agreement or the provisions of Section 240-32.C of the Ordinance.

7. It shall be a violation of this Agreement, the provisions of Section 240-32.C of the Ordinance, and the District regulations of the Ordinance in which the Property is located for the Owner to represent either orally or in writing to any person upon the listing of the Property for sale or upon its transfer at settlement that the dwelling located on the Property is other than a single family dwelling or to fail to disclose that the apartment may be used and occupied other than in strict compliance with this Agreement and Section 240-32.C of the Ordinance. Further, a violation of the foregoing provision of this paragraph or any one or more of the provisions of this Agreement by the Owner shall authorize the Township to cancel this Agreement on behalf of both the Owner and the Township and revoke the permit authorizing the use and occupancy of the apartment. The Township shall give the Owner thirty (30) days prior notice of such intended action by regular United States Mail, postage prepaid. Upon such cancellation, the Township shall file a notice thereof of record in the Office of the Recorder of Deeds of Chester County, Pennsylvania and append to such cancellation a true copy of this Agreement, which the Owner agrees shall constitute public notice of such cancellation.

8. Nothing herein shall be construed to limit the Township's right to enforce the provisions of the Ordinance in accordance with the Enforcement Remedies of the Ordinance as now set forth in Section 240-54, as the same be from time to time amended. All remedies of the Township shall be cumulative.

9. Throughout this Agreement, the singular includes the plural and the masculine includes the feminine and the neuter genders. The terms "shall" and "must" are mandatory.

10. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and may be specifically enforced by the Township in an action in equity, it being expressly agreed by the Owner that an action at law for damages shall not constitute an adequate remedy for the Owner's violation of the Agreement. In any action to enforce this Agreement, the Township shall be entitled to recover its reasonable attorney's fees and court costs.

IN WITNESS WHEREOF, the Owner and the Township have signed this Agreement effective on the day and year first written hereinabove.

ATTEST:

**EAST GOSHEN TOWNSHIP
BOARD OF SUPERVISORS**

Secretary

Chairman

Witness

Owner

Witness

Owner

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CHESTER

ss
:

On this, the _____ day of _____, 20__ , before me, the undersigned officer, personally appeared _____ and who acknowledged themselves to be the Chairman and Secretary of East Goshen Township, and that they, being authorized to do so, executed the within instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CHESTER

ss
:

On this, the _____ day of _____, 20__ , before me, the undersigned officer, personally appeared _____ and known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

MY COMMISSION EXPIRES: