DIRECTIONS FOR EXECUTION AND RECORDATION

Junior Accessory Dwelling Units require a building permit from the Building Division.

As part of the ADU approval, a deed restriction must be recorded prior to permit issuance.

The following outlines how to fill out the deed restriction document. The responsible party is noted following each step.

1. In introductory paragraph, insert the date that the document is executed.
2. All holders of title to the Property must sign this document. Insert all names of owners in the introductory paragraph. You will have to ask for the deed to the property or a title report in order to ensure you have the correct names. Note: Deeds can be viewed or copied in person at the County Recorder's Office. They cannot be viewed or copied on-line.
3. Describe the status of the property owner in the introductory paragraph. For example, "a California corporation," "a single person," "husband and wife," etc. The marital status of the property owner is important, because all owners of the property must execute the document.
4. In first paragraph, insert street address and Assessor's Parcel Number.
5. Attach the legal description for the property as Exhibit A. The legal description should be included in or attached to the grant deed for the Property. The legal description can also be found on a title report. If a good copy of the legal description can be made, it can be attached as Exhibit A. Otherwise, the legal description must be retyped verbatim (with no changes).
6. The signatures must be notarized and the notary acknowledgement attached to the document. The names of the property owners must be typed or handwritten under their signatures.
7. The fully executed, notarized and recorded document must be submitted to Planning staff prior to building permit issuance.

WHEN RECORDED, MAIL TO:

City of Mountain House
Community Development Department
251 East Main Street
Mountain House, CA 95351

This document benefits the property owner
Recording Fees are required | *For Recorder's Use Only*

DECLARATION OF RESTRICTIVE COVENANTS FOR JUNIOR ACCESSORY DWELLING UNIT
(Government Code § 27281.5)

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is executed on _____, 20____ by _____, a _____("Declarant").

RECITALS

WHEREAS, Declarant is the owner of certain real property located in the City of Mountain House, County of San Joaquin, California commonly known as_____ with an Assessor's Parcel Number of _____, which is more particularly described in the attached and incorporated Exhibit A ("the Property"); and

WHEREAS, Section 65852.22 (g) of the California Government Code requires the local agency ("City") to ministerially approve construction of a junior accessory dwelling unit on the Property until the City has adopted a local ordinance pursuant to this section; and

WHEREAS, Section 27281.5 of the California Government Code requires a recorded document in the event a governmental entity imposes a restriction on the ability of an owner of real property to convey the real property; and

WHEREAS, California Government Code, Section 65852.22 (a)(3) prohibits the sale of a junior accessory dwelling unit separately from a primary dwelling unit; and

WHEREAS, California Government Code, Section 65852.22 (a)(3) requires a deed restriction to be recorded with the County Recorder's Office which includes the applicable restrictions and limitations, including the separate sale prohibition; and

WHEREAS, this Declaration is being recorded in compliance with California Government Code, Section 65852.22.

NOW, THEREFORE, Declarant declares as follows:

1. Covenant Running with Land. In consideration of the approval of the junior accessory dwelling unit, the Declarant does hereby covenant and agree to restrict, and does by this instrument intend to restrict, the future use of the Property as set forth below, by the establishment of this covenant running with the land.

2. Restrictive Covenants. The following restrictive covenants shall apply to the Property:

   a. The junior accessory dwelling unit shall not be sold separately from the primary dwelling unit.

   b. Size. The junior accessory dwelling unit shall not have habitable space in excess of 500 square feet and constructed entirely within a single-family residence.

   c. Access. The junior accessory dwelling unit shall include a separate entrance from the main entrance to the proposed or existing single-family residence.

   d. Kitchen. The junior accessory dwelling unit shall contain an efficiency kitchen, which shall include a 1) cooking facility with appliances and 2) a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit. The efficiency kitchen must be removed when the junior accessory dwelling unit use ceases.

   e. Sanitation. A junior accessory dwelling unit may include a full bathroom, or the occupant(s) may use a full bathroom inside the remainder of the single-family dwelling.

   f. No additional junior accessory dwelling unit may be created or located on the property.

   g. The junior accessory dwelling unit will not be rented on a transient occupancy basis (periods of less than 30 days).

   h. The single-family dwelling must be owner-occupied. The owner may reside in either the junior accessory dwelling unit or in the remaining portion of the single-family dwelling.

   i. The restrictions shall be binding upon any successor in ownership of the Property and lack of compliance with this Declaration may result in legal action against the property owner, including revocation of any right to maintain an accessory dwelling unit on the Property. The City shall have the right to enforce this Declaration and the conditions contained herein by appropriate action at law or suit in equity against Declarant and any persons claiming an interest in the Property.

3. Declarant's Reserved Rights. Declarant reserves to itself, and to its representatives, heirs, successors, assigns, transferees, agents, and lessees, all rights inuring from ownership of the Property not otherwise restricted or prohibited by virtue of this Declaration, including, but not limited to, the right to engage in or permit others to engage in all uses of the Property that are not expressly prohibited by this Declaration, and are not inconsistent with the purposes of this Declaration.

4. Successors and Assign Bound. Declarant hereby agrees and acknowledges that the Property shall be held, sold, conveyed, owned, and used subject to the applicable terms, conditions and obligations imposed by this Declaration relating to the use of the Property, and matters incidental thereto. Such terms, conditions, and obligations are a burden and restriction on the use of the Property, as applicable.

The provisions of this Declaration shall (subject to the limitations contained in this Declaration and without modifying the provisions of this Declaration) be enforceable as equitable servitudes and conditions, restrictions and covenants running with the land, and shall be binding on the Declarant and upon each and all of its respective heirs, devisees, successors, and assigns, grantees, mortgagees, lienors, officers, directors, employees, agents, representatives, executors, trustees, successor trustees, beneficiaries, administrators, any person who claims an interest in the Property, and upon future owners of the Property and each of them.

5. No Other Restrictions. This Declaration imposes no other obligations or restrictions on Declarant, and neither its successors, nor any other person or entity claiming under them, shall be in any way restricted from using the Property except as provided herein or as otherwise provided in the Mountain House Municipal Code.

6. General Provisions.

a. Controlling Law. The interpretation and performance of this Declaration shall be governed by the laws of the State of California and applicable federal law.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Declaration shall be liberally construed to effect the purposes of this Declaration. If any provision in this Declaration is found to be ambiguous, an interpretation consistent with the purposes of this Declaration that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Declaration or the application thereof is found to be invalid, the remaining provisions of this Declaration or the application of such provisions other than that found to be invalid shall not be affected thereby.

d. Termination of Rights and Obligations. A party's rights and obligations under this Declaration terminate upon transfer of the party's interest in the Declaration or Property, except that liability for acts, omissions or breaches occurring prior to transfer shall survive transfer.

e. Captions. The captions in this Declaration have been inserted solely for convenience of reference and are not a part of this Declaration and shall have no effect upon its construction or interpretation.

7. Modification. This Declaration shall not be amended, released, terminated, or removed from the Property without the prior written consent of the City of Mountain House.

8. Recordation. This Declaration shall be recorded in the San Joaquin County Recorder's Office.

DECLARANT:

By:_____
Print Name: _____
Title: PROPERTY OWNER

By:_____
Print Name: _____
Title: PROPERTY OWNER

[Notarization Required]

EXHIBIT A

Legal Description of the Property