

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of San Juan Capistrano
Planning Division
32400 Paseo Adelanto
San Juan Capistrano CA 92675

DEED RESTRICTION AND COVENANT

NO FEE REQUIRED

Pursuant to Government Code Sections 6103 & 27383
Recorded for the Benefit of the City of San Juan Capistrano

State of California
County of Orange

This Covenant and Deed Restriction is made and executed on this ____ day of _____, 20__ by _____ and _____. The undersigned hereby certify that I/we are the owner(s) of the hereinafter legally described property located in the City of San Juan Capistrano (the City), State of California. Said property is located at _____, known as Orange County Assessor's Parcel No. _____ - _____ - _____ and by the legal description as defined in the recorded grant deed (attached as an exhibit herein).

In consideration of the City approving the establishment of a Junior Accessory Dwelling Unit (JADU) on this lot, the undersigned hereby covenants, acknowledges and agrees, that:

1. The JADU will not be sold separately or otherwise conveyed separately from the primary residence;
2. The JADU may not be rented for a term shorter than 30 days;
3. The owner of the property must reside in either the JADU or in the primary dwelling on the lot as the owner's primary personal residence and legal domicile; and
4. The attributes and restrictions of the JADU must comply at all times with the City's accessory dwelling unit code (San Juan Capistrano Municipal Code Section 9-3.501.1).

The purpose of this Deed Restriction is to provide notice and disclosure to the current owner and to any subsequent purchaser or transferee of these limitations associated with the approval of the _____ permit for one JADU.

This deed restriction and covenant will run with the land and will be binding upon all owners, all future owners, their successors, heirs or assigns, and shall continue in effect unless otherwise released by the authority of the City in writing. Any lease of said specified parcels shall be subject to this restriction which is made for the general benefit of the entire community and which shall run with the land. The covenant will be enforceable by remedy of injunctive relief in

addition to any other remedy in law or equity.

This deed restriction and covenant and the provisions hereof are irrevocable and non-modifiable except by the express written consent of the City. The City shall have the right to enforce each and every provision hereof.

In the event that the owners, their heirs, assigns, or successors in interest fail to abide by the deed restriction and covenants hereunder, all owners are bound to pay all costs and expenses incurred by the City in securing performance of such obligation, including reasonable attorney's fees and costs.

Property Owner

Date

Property Owner

Date

Covenants and Deed Restrictions must have all signature(s) notarized by a Commissioned Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California)
)
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)