

Recording requested by and
After recording return to:

City Clerk
City of San Pablo
1000 Gateway Avenue
San Pablo, CA 94806

[exempt from recording fees pursuant to Government Code section 27383]

**DECLARATION OF DEED RESTRICTIONS FOR AN
ACCESSORY DWELLING UNIT (ADU) OR JUNIOR ACCESSORY DWELING UNIT (JADU)**

This Restrictive Deed Covenant is executed on _____ⁱ by
_____,ⁱⁱ a _____ⁱⁱⁱ (“Owner”).

RECITALS

- A. Owner owns real property located in the City of San Pablo, County of Contra Costa, California commonly known as _____,^{iv} which is more particularly described as _____ Subdivision, Lot _____, Block _____, in the records of Contra Costa County^v or described in the **attached and incorporated Exhibit A** (“Property”).^{vi}
- B. The City of San Pablo (“City”) approves the accessory dwelling unit (“ADU”) or junior accessory dwelling unit (“JADU”) on the Property subject to conditions set forth in Section 17.60.070 of the San Pablo Municipal Code (SPMC).
- C. The Restrictive Deed Covenant (Restriction) is to establish that this Property contains an approved ADU or JADU that is subject to the restrictions and regulations set forth in that Section 17.60.070 of the SPMC. These restrictions and regulations generally address development prohibitions, owner occupancy requirements. Current restrictions and regulations may be obtained from the City of San Pablo Community Development Department.

Now, therefore, the Owner agrees as follows:

- 1. The ADU or JADU shall not be sold separately from the primary dwelling, except in very limited situations as allowed by State law and reviewed by the City.
- 2. The ADU or JADU is restricted to the maximum size allowed under the permit.
- 3. The ADU or JADU shall not be rented or offered to rent for a term of less than thirty days.
- 4. Where a JADU is added to a single-family residence, either the JADU or the single-family residence shall be owner-occupied, unless the owner is a government agency, land trust, or housing organization.
- 5. The restrictions set forth in this Restriction shall run with the land, and shall be binding upon any successor in interest to the Property. A breach of any of these conditions or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said Property, or any part thereof, but such

conditions or restrictions shall be binding and effective against any owner who acquires title to the Property by foreclosure, trustee's sale or otherwise.

- 6. This Restriction shall not be amended, released, terminated or removed from the Property without the prior written consent of the City of San Pablo.
- 7. This Restriction shall be recorded in the Contra Costa Recorder's Office.
- 8. The Owner shall prepare a disclosure statement that shall be included in any future offer or sale documents which shall read as follows:

You are purchasing a property with a permit for an (junior) accessory dwelling unit. This permit carries with it certain restrictions that must be met by the owner of the property. You are prohibited from selling the (junior) accessory dwelling unit separately. The (junior) accessory dwelling unit is restricted to the maximum size allowed under the permit. The (junior) accessory dwelling unit may not be rented or offered for rent for a term of less than 30 days. A copy of the permit is available from the current owner or from the City of San Pablo Community Development Department.

- 9. In the event that any restrictions herein contained is invalid or is held to be invalid or void by any court of competent jurisdiction, such invalidity shall in no way affect any other restriction contained in this Declaration.
- 10. No delay or omission or breach of the conditions or restrictions in this Declaration on the part of Owners or successors in interest to Property shall be constructed as a waiver of such conditions or restrictions.

OWNER (s) of Property:

Signature ^{vii}

Printed Name

Signature ^{viii}

Printed Name

[attach notary certificate]

ATTACH EXHIBIT A (Legal Description)

ⁱ Insert the date that the document is executed.

ⁱⁱ All holders of title to the Property must sign this document. For example, both spouses if the property is held jointly or acquired during the marriage.

ⁱⁱⁱ Describe the status of the property owner; 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.

^{iv} Provide street address.

^v If the deed clearly lists the lot number and subdivision number, it can be added here. However, the owner may alternatively copy the legal description for the property from the original deed.

^{vi} Label and 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 that would have been provided when the Property was bought. If a good copy can be made of the legal description, then it can be labeled “Exhibit A” and attached to the Restrictive Covenant. Otherwise, the legal description must be retyped verbatim (with no changes) so the document can be recorded.

^{vii} Signatures must be notarized by a licensed Notary Public.

^{viii} Signatures must be notarized by a licensed Notary Public.