

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Alameda County CDA, Planning Department
224 West Winton, Room 111
Hayward, California 94544

**DECLARATION OF RESTRICTIONS (DEED RESTRICTION)
JUNIOR ACCESSORY DWELLING UNIT**

WHEREAS, the undersigned, Property Owner(s) is/are the present owner of certain real property located at address: _____ within the unincorporated area of the County of Alameda, State of California, with County Assessor Parcel Number: _____) and more particularly described in the attached legal description (Exhibit "A"); and

WHEREAS, the term "Property Owner" shall, if applicable, include heirs named within a currently valid declaration of trust designating ownership of the subject property, and shall, if applicable, include principals of a corporation, for a corporation, the corporate officers, for a limited liability company, the members, and for a partnership, the partners; and

WHEREAS, the Property Owner and/or persons acting on behalf of the Property Owner propose(s) to convert part of an existing single-family dwelling into a Junior Accessory Dwelling Unit pursuant to the provisions and standards set forth Section 65852.2 of the California Government Code; and

WHEREAS, on date: _____, the Planning Department Approved as to Zoning Building Permit (BLD) Number: BLD _____, to allow the creation of a Junior Accessory Dwelling Unit with floor area of: _____ square feet on a parcel that includes a primary residence; and

WHEREAS, this deed restriction is required to satisfy the stipulation and provision that properties with a Junior Accessory Dwelling Unit are occupied by the Property Owner; and

NOW, THEREFORE, in consideration of the benefits received by the Property Owner from the provision of a Junior Accessory Dwelling Unit on the subject property, the Property Owner agrees as follows:

1. Prohibition of Short-Term Rentals. The rental of the Junior Accessory Dwelling Unit or the primary single-family dwelling for a period of less than thirty (30) days shall be prohibited.
2. Property Owner Occupancy Requirement. The Property Owner agrees that both the single-family dwelling and Junior Accessory Dwelling Unit may be occupied as separate dwelling units only if the legal owner of the property occupies one of the dwelling units, or a different legal unit on the same parcel; otherwise, the two units shall be occupied as one, single-family dwelling.

The Property Owner shall be considered as occupying the property if the Property Owner is residing in either dwelling unit as their principal place of residence during the entire period the Property Owner seeks to use the other unit as a separate dwelling unit, maintains a valid homeowner's property tax exemption to the extent provided under current law, and promptly provides reasonably requested documentation to verify occupancy as requested by the County of Alameda.

3. Cooperation Required. The Property Owner agrees to fully cooperate with the County in promptly providing all information and access requested to assist the County in monitoring compliance with this deed restriction and the Ordinance Code of the County of Alameda.
4. Right Appurtenant. The Property Owner hereby declares their express understanding that the covenants and restrictions of this deed restriction shall run with the land, and shall pass to and be binding upon and parties having any interest in the subject property, including all successors in title to the Property. Each and every contract, deed, lease, and other instrument covering, conveying or otherwise transferring the Property or any interest therein, as the case may be, shall conclusively be held to have been executed, delivered and accepted to this deed restriction regardless of whether the other party or parties to such contract have actual knowledge of this deed restriction.
5. Enforcement. Any violation of this deed restriction may result in the imposition of fines, fees, penalties and/or other enforcement action of the Ordinance Code of the County of Alameda. The County of Alameda may enforce the provisions hereof through any proceedings at law or in equity.
6. Amendments in Writing. This deed restriction may not be amended, modified, and/or removed unless otherwise approved and agreed upon by a written approval by the County of Alameda, and recorded with the Alameda County Recorder's Office.
7. Severability. If any one or more of the provisions contained in this deed restriction shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision(s) shall be deemed severable from the remaining provision(s) contained in this restriction, and this restriction shall be construed as if such invalid, illegal, or unenforceable item had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and Deed Restriction on or as of the date first written above.

PROPERTY OWNER(S):

Print Name: _____ Signature _____ Date: _____

Print Name: _____ Signature _____ Date: _____

NOTARY OF ACKNOWLEDGEMENT

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.

State of _____

County of _____

On the date of: _____, before me, _____ a Notary Public, 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: _____

Name: _____

(Typed or Printed)

(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

(insert legal description here – available on title report or grant deed)