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**DECLARATION OF COVENANTS,**

**CONDITIONS AND RESTRICTIONS**

This Declaration of Covenants, Conditions and Restrictions (“Declaration”) is entered into by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (”Declarants”), being the owners in fee of the real property located in the incorporated area, of the City of Ukiah (“City”), County of Mendocino (“County”), State of California, particularly described in EXHIBIT A hereto attached and incorporated herein by reference (“Property”), as of the date of recordation of this Declaration.

**RECITALS**

This Declaration is entered into pursuant to the following facts:

A. On \_\_\_\_\_\_\_\_\_\_\_, the City approved a Building Permit in Case #\_\_\_\_\_ (“Permit”) for the Property subject to certain standard conditions set forth in the Ukiah City Code and California Government Code.

B. City and State code require the recordation of certain restrictions against the Property prior to the issuance of a Building Permit by the City for a Junior Accessory Dwelling Unit (JADU).

C. The City and the Declarants intend for this Declaration to satisfy the standard condition of JADU approval, so as to enable the issuance of the Permit and allow for the Declarants to undertake the development authorized by the Permit.

D. The purposes of this Declaration are to communicate Declarants’ current intent to impose certain covenants, conditions and restrictions on the Property related to the JADU, for the benefit of the Property and City, to ensure continuing applicability of such covenants, conditions and restrictions regardless of future ownership of the Property.

**DECLARATION**

NOW, THEREFORE, Declarants hereby declare that the Property shall be held, used, conveyed, rented, leased, hypothecated, encumbered, occupied and improved subject to the following obligations and covenants, all of which are declared and agreed to be in furtherance of a plan for improvement and the enhancement of the Property and for the protection of public health, safety and the environment. All of the obligations and duties in this Declaration shall run with the Property and shall be binding upon all parties having or acquiring any right, title, or interest in the Property and shall be for the benefit of the City. Each and all of these obligations and covenants shall be deemed to be and shall be construed as equitable servitudes, enforceable by the City.

1. The JADU shall not be sold separately from the single-family residence to which it is physically attached.

2. Owner-occupancy of either the primary single-family residence and/or the attached JADU shall be maintained at all times; both units cannot be rented out simultaneously. This owner-occupancy requirement shall not apply if the owner is a government agency, land trust, or housing organization.

3. The JADU shall not be rented for terms shorter than 30 days.

4. The JADU is limited to a maximum of 500 square feet of floor area, and any expansion of the junior accessory dwelling unit beyond this maximum is prohibited. The JADU is required to have the features specified in California Government Code Section 65852.22 and the Ukiah City Code, including but not limited to an efficiency kitchen and a separate entrance from the main entrance to the single-family residence of which the junior accessory dwelling unit is a part.

5. (a) This Declaration shall remain in full force and effect and shall bind Declarants and all his/her/their assigns or successors-in-interest during the period that the JADU authorized by the Permit, remains in existence on or with respect to, and thereby confers benefit upon, the Property.

(b) In the event of a termination or extinguishment of this Declaration, the Government Code and Ukiah City Code sections relating to JADUs shall, notwithstanding any such termination or extinguishment, continue to restrict the use and enjoyment of the Property as they did prior to that termination or extinguishment and to bind Declarants and his/her/their successors-in-interest, so long as either or both of the conditions described in paragraph (a) continue to exist on or with respect to the Property.

6. It is intended that this Declaration is irrevocable and shall constitute an enforceable restriction within the meaning of (a) Article XIII, Section 8, of the California Constitution; and (b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Declaration shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

7. Any act, conveyance, contract, or authorization by Declarants whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Declaration will be deemed a violation and a breach hereof. The City and Declarants may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Declaration. In the event of a breach, any forbearance on the part of either party to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

8. The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

9. Notwithstanding anything in this Declaration to the contrary, prior to terminating this Declaration or rescinding, amending, adding, deleting or otherwise modifying any provision hereof, the written consent of the City and Declarants, or their authorized representative, shall first be had. Certificates of amendment recorded in the County of Mendocino’s Recorder’s Office evidencing any such alterations shall have attached the document in which such consent is manifest. Failure to secure the consent required by this section shall render a rescission, termination, amendment, addition, or deletion null, void and of no force or effect.

IN WITNESS WHEREOF, the Declarants and the City have executed this instrument as of the date first mentioned above.

Dated: DECLARANTS

Dated: CITY OF UKIAH

CRAIG SCHLATTER

DIRECTOR OF COMMUNITY DEVLEOPMENT DEPARTMENT

\*\*\*\*\* ATTACH NOTARY ACKNOWLEDGMENTS \*\*\*\*\*

**EXHIBIT A**

**(Legal Description of Property)**