

**RECORDING REQUESTED BY  
AND FOLLOWING RECORDING  
MAIL TAX STATEMENTS TO:**

Space Above This Line for Recorder's Use

**DECLARATION AND ACCEPTANCE OF RESTRICTIVE COVENANTS  
FOR JUNIOR ACCESSORY DWELLING UNIT**

This Declaration and Acceptance of Restrictive Covenants ("Restrictions") is made and entered into as of \_\_\_\_\_, 2021 by \_\_\_\_\_ ("Owner").

**RECITALS**

- A. Owner has applied to City for a permit to construct and develop a junior accessory dwelling unit ("JADU") within a residential zoning district on real property in the City of East Palo Alto, County of San Mateo, **APN No.** \_\_\_\_\_ more particularly described in and illustrated by plans set forth in Exhibit A attached hereto and incorporated herein ("Property").
- B. The City issued Building Permit No. \_\_\_\_\_
- C. California Government Code Section 65852.22 and Chapter 18.96 of the City of East Palo Alto Development Code requires prospective applicants of JADUs to satisfy certain criteria, submit to the City proof of ownership and record certain restrictive covenants that shall run with the land. These Restrictions implements the requirements.
- D. In order to ensure that the Property will be used and operated in accordance with these conditions and restrictions, the Owner agrees to these Restrictions.

THEREFORE, the City and the Owner hereby agree as follows.

1. **Occupancy Requirements.** In consideration of the City's approval of a JADU in accordance with California Government Code and the East Palo Alto Development Code, the Owner agrees to occupy at all times either the proposed or existing primary residential dwelling unit or the JADU built on this Property. Where ownership is by a corporation, partnership, trust or association, residency must be by an officer, director or shareholder of the corporation, a partner in the partnership, a trustor, trustee or beneficiary of the trust, a member of the association, or an employee of any such organization. Owner-occupancy is not required if the owner is a government agency, land trust, or housing organization. Owner further agrees that only one unit constructed on Property may be rented or leased at all times. Owner understands that violation of this section will be a breach of this Restrictions and a violation of California Government Code Section 65852.2 and East Palo Alto Development Code Section 18.96.050.
2. **No Separate Sale or Short-Term Rental.** In consideration of the City's approval of a JADU in accordance with California Government Code and East Palo Alto Development Code, the JADU shall not be sold or otherwise conveyed separately from the single-family residence (also referred to herein as the "Primary Dwelling Unit") on the Property, nor shall it be rented for a term of less than 30 days. Owner understands that violation of this section will be a breach of this Restrictions and a violation of California Government Code Section 65852.22 and East Palo Alto Development Code Section 18.96.030.
3. **Notice to Successors-in-Interest.** Property Owner shall provide notice to all future buyers and successors-in-interest of all conditions which apply to the approved junior accessory dwelling unit on the Property.
4. **Covenants Run with the Land.** Owner hereby declares its express intent that the covenants and restrictions set forth in these Restrictions shall run with the land and shall be enforceable against all future purchasers and bind all successors in title to the Property. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions. The covenants and restrictions shall run with the land regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument. The covenants and restrictions shall cease to run with the land only if the City expressly releases such conveyed portion of the Property from the requirements of this Restrictions.
5. **Cooperation Required.** Owner agrees to fully cooperate with the City in promptly providing all information requested by the City to assist the City in monitoring Owner's compliance with this Restrictions.
6. **Breach of the Restrictions.** Occupancy of the primary dwelling unit and the JADU by two separate leases to two separate tenants and/or separate conveyance of the

primary dwelling unit and the JADU unit shall be a breach of these Restrictions and a violation of the California Government Code and East Palo Alto Development Code. If Owner fails to perform any obligation under these Restrictions or fails to cure the default within thirty (30) days after the City has notified the Owner in writing of the default, City has the right to enforce these Restrictions. If the default cannot be cured within thirty (30) days, and if the Owner does not begin to cure the default within thirty (30) days after the City has notified the Owner in writing of the default and thereafter fails to diligently cure the default, City has the right to enforce these Restrictions.

7. Enforcement by the City. The City shall have the right to enforce these Restrictions by any or all of the following actions, or any other remedy provided by law:
  - (a) Specific Performance. The City may declare a default under the Restrictions and petition a court of competent jurisdiction for specific performance.
  - (b) Action to Compel Performance or for Damages. The City may bring an action at law or in equity to compel the Owner's performance of its obligations under this Restrictions, and/or for damages.
  - (c) Revocation of Permit. The certificate of occupancy will be revoked if the permitted JADU violates any of the provisions of the East Palo Alto Development Code or the California Government Code in effect at the time of the approval of the building permit. On ten (10) days written notice to the Owner, the City may initiate a proceeding to revoke the certificate of occupancy for the JADU using the revocation procedure set forth in the East Palo Alto Development Code.
8. Release from Covenants. The Owner may request that the permitted JADU be removed in the future. Upon such request by the Owner, the City shall provide a recordable "Certificate of Release from and Satisfaction of Covenants" to release the Property from the restrictive covenants set forth in these Restrictions.
9. Attorneys' Fees and Costs. In any action brought to enforce these Restrictions, the prevailing party shall be entitled to all costs and expenses of suit, including attorneys' fees. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.
10. Recording and Filing. The Owner shall cause this document, and all amendments and supplements to it, to be recorded against the Property in the Official Records of the County of San Mateo and shall provide a conformed copy of the recordation to City.
11. Amendments. These Restrictions may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of San Mateo, California.

12. Notice. All notices given or certificates delivered under these Restrictions shall be in writing and be deemed received on the delivery or refusal date shown on the delivery receipt, if (a) personally delivered by a commercial service which furnishes signed receipts of delivery or (b) mailed by certified mail, return receipt requested, postage prepaid and addressed as shown below. City and Owner may designate additional or different addresses to which subsequent notices, certificates or communications shall be sent.

City: Department of Community and Economic Development  
1960 Tate Street  
East Palo Alto, CA 94303

Owner: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

13. Severability. If any provision of these Restrictions shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of these Restrictions shall not in any way be affected or impaired thereby.

PROPERTY OWNER:

By: \_\_\_\_\_

Its: \_\_\_\_\_