

**RECORDING
REQUESTED BY:**

City of Yucaipa

**WHEN RECORDED,
MAIL TO:**

City of Yucaipa
Attn: City Clerk
34272 Yucaipa Blvd.
Yucaipa, CA 92399-9950

(Space above this line for Recorder's use only)

Exempt from Recording Fees Pursuant to Government Code Section 27383

ACCESSORY DWELLING UNIT COVENANT

ACCESSORY DWELLING UNIT COVENANT

This Declaration of Accessory Dwelling Unit Covenant ("Covenant") is made this _____ day of _____, 20____ by _____
(enter first and last name of owner, if more than one owner, separate their full names with a coma)
("Owner(s)") in favor of the City of Yucaipa with respect to the following:

RECITALS

A. Owner(s) is the legal owner or authorized individual occupant (cooperative member) of the real property in the City of Yucaipa, County of San Bernardino, State of California, commonly known as _____ and legally described in Exhibit A, which is attached hereto and
(enter address)
is incorporated herein by this reference ("Property").

B. Pursuant to the Yucaipa Municipal Code, Owner applied for a permit to establish an accessory dwelling unit ("ADU"). On _____, the City's Planning Department
(enter approval date)
approved _____, authorizing the establishment of a
(enter Case ## or Permit ## , as relevant)
new _____ square-foot ADU located _____.
(enter brief description of location of ADU on property)

C. Owner(s) understands and acknowledges that the Property is subject to each of the restrictions set forth below:

- (1) The ADU may not be sold or owned separately from the primary dwelling unit, and the Property upon which the ADU is located shall not be subdivided in any manner that would authorize such sale or ownership;
- (2) Neither the primary dwelling unit nor the ADU shall not be rented for a period less than thirty (30) consecutive days;
- (3) If the ADU or the primary dwelling unit is rented, the Owner(s) shall obtain and maintain a valid business license pursuant to Chapter 5.34010 of the Yucaipa Municipal Code;
- (4) The ADU is restricted to the approved size and attributes set forth in Section 84.0570 of the Yucaipa Development Code and the permit(s) issued by the City; and
- (5) A Junior ADU shall require owner-occupancy in the single-family residence or within the newly created Junior ADU. Owner-occupancy shall not be required however, if the owner is another governmental agency, land trust, or housing organization.

D. The above-listed restrictions shall be binding upon any successor in ownership of the Property as long as the accessory dwelling unit exists on the Property. Owner(s) further understands and acknowledges that lack of compliance with any of the above-listed restrictions shall be cause for a code enforcement action against the owner and/or occupants of the Property.

E. The purpose of the Covenant is to establish a restriction as a covenant running with the land against the transfer of the Property without notice to the transferee that the ADU cannot be used as a legal dwelling unit and/or habitable space unless and until the City of Yucaipa is satisfied that the Property has satisfied all of the restrictions listed above (hereafter, the "ADU Restrictions Disclosure Requirement").

DECLARATION

Owner(s) hereby covenants as follows:

1. Owner(s) covenants that he, she, they or it shall not transfer the Property to an agent, assign, transferee, grantee, lessee, subsequent purchaser or heir (collectively, "Transferee") without notice to the Transferee of the ADU Restrictions Disclosure Requirement. In order to impart constructive notice of this restriction, Owner(s) covenants that he, she, they, or it shall provide a true, accurate, and recordable legal description of the Property to City, without cost to City, and upon receipt of same, City may record this Covenant against the Property in accordance with Government Code Section 27281.5, and Owner consents to such recordation.

2. Owner(s) further covenants that he or she shall not transfer the Property to a successor in interest ("Successor") unless that Successor covenants that he, she, they or it and his, her, their or its successors in interest shall not transfer the Property to a Transferee without providing notice of the ADU Restrictions Disclosure Requirement.

3. The City of Yucaipa is a third-party beneficiary of this Covenant and has the authority to enforce the same. This Covenant may not be released or amended in any fashion without first obtaining written consent to such release or modification from the City of Yucaipa, which consent shall not be unreasonably withheld.

4. The restrictions which have been established pursuant to this Covenant shall be deemed to be covenants running with the land for the benefit of the City in carrying out its responsibilities.

5. The restrictions contained in this Covenant shall inure to the benefit of the City and its successors, and assigns, and such covenants shall run in favor of the City for the entire period during which such covenants shall be in force and effect, without regard to whether the City is or remains an owner of any land or interest therein to which such covenants relate. If Owner(s)'s status relating to the Property changes from that of an owner and to any other form of ownership interest (including, but not limited to, owner, joint tenant or tenant in common), Owner(s) agrees to be bound by the terms of this Covenant on behalf of themselves, any co-owners or tenants and on behalf of their heirs, executors, administrators, successors, and assigns. The acceptance of any interest in the Property by any person or entity shall be subject to the provisions of this Covenant.

Attached Exhibits:

Exhibit A – Legal Description

**ACCESSORY DWELLING UNIT COVENANT
AUTHORIZATIONS**

OWNER(S):

Signature _____ Date _____
[Type Name of Property Owner]

Signature _____ Date _____
[Type Name of Property Owner]

Signature _____ Date _____
[Type Name of Property Owner]

Signature _____ Date _____
[Type Name of Property Owner]

CITY OF YUCAIPA:

Signature _____ Date _____
Benjamin, Matlock, Planning Manager/City Planner

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 CALIFORNIA)

COUNTY OF _____)

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

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 _____ (Seal)

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 CALIFORNIA)

COUNTY OF _____)

On _____, before me, _____,
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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)

EXHIBIT "A"
LEGAL DESCRIPTION

(enter Legal Description of Property)