

Recording Requested by

CITY OF ROSEVILLE

When Recorded Mail to:
City Clerk
City of Roseville
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Gov't Code § 27383

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

(Government Code § 27281.5)

THIS DECLARATION OF RESTRICTIVE COVENANTS (“Declaration”) is executed on _____, 20____, by _____, a _____ (“Declarant”).

RECITALS

WHEREAS, Declarant is the owner of certain real property located in the City of Roseville, County of Placer, California commonly known as _____ with an Assessor’s Parcel Number of _____, which is more particularly described in the attached and incorporated Exhibit A (“the Property”); and

WHEREAS, the City of Roseville (“City”) approved a junior accessory dwelling unit on the Property subject to the conditions set forth in Chapter 19.60 of the Roseville Municipal Code; and

WHEREAS, Section 27281.5 of the California Government Code requires a recorded document in the event a governmental entity imposes a restriction on the ability of an owner of real property to convey the real property; and

WHEREAS, Chapter 19.60 of the Roseville Municipal Code prohibits the sale of a junior accessory dwelling unit separately from a primary dwelling unit; and

WHEREAS, Chapter 19.60 of the Roseville Municipal Code requires a deed restriction to be recorded with the Placer County Recorder’s Office which includes the applicable restrictions and limitations set forth in Chapter 19.60, including the separate sale prohibition; and

WHEREAS, this Declaration is being recorded in compliance with Section 27281.5 of the California Government Code and Chapter 19.60 of the Roseville Municipal Code.

NOW, THEREFORE, Declarant declares as follows:

1. Covenant Running with Land. In consideration of the approval of the junior accessory dwelling unit, the Declarant does hereby covenant and agree to restrict, and does by this instrument intend to restrict, the future use of the Property as set forth below, by the establishment of this covenant running with the land.

2. Restrictive Covenants. The following restrictive covenants shall apply to the Property:

a. The junior accessory dwelling unit shall not be sold separately from the single-family dwelling unit.

b. The junior accessory dwelling unit is restricted to development standards, including the maximum size allowed, identified in Chapter 19.60 of the Roseville Municipal Code or as approved by any Administrative Permit.

c. The junior accessory dwelling unit shall be considered legal only so long as either the single-family dwelling unit, or the junior accessory dwelling unit, is occupied by the owner of record of the Property.

d. The restrictions shall be binding upon any successor in ownership of the Property and lack of compliance with this Declaration may result in legal action against the property owner, including revocation of any right to maintain a junior accessory dwelling unit on the Property. The City shall have the right to enforce this Declaration and the conditions contained herein by appropriate action at law or suit in equity against Declarant and any persons claiming an interest in the Property.

3. Declarant's Reserved Rights. Declarant reserves to itself, and to its representatives, heirs, successors, assigns, transferees, agents, and lessees, all rights inuring from ownership of the Property not otherwise restricted or prohibited by virtue of this Declaration, including, but not limited to, the right to engage in or permit others to engage in all uses of the Property that are not expressly prohibited by this Declaration, and are not inconsistent with the purposes of this Declaration.

4. Successors and Assign Bound. Declarant hereby agrees and acknowledges that the Property shall be held, sold, conveyed, owned, and used subject to the applicable terms, conditions and obligations imposed by this Declaration relating to the use of the Property, and matters incidental thereto. Such terms, conditions, and obligations are a burden and restriction on the use of the Property, as applicable.

The provisions of this Declaration shall (subject to the limitations contained in this Declaration and without modifying the provisions of this Declaration) be enforceable as equitable servitudes and conditions, restrictions and covenants running with the land, and shall be binding on the Declarant and upon each and all of its respective heirs, devisees, successors, and assigns, grantees, mortgagees, lienors, officers, directors, employees, agents, representatives, executors, trustees, successor trustees, beneficiaries, administrators, any person who claims an interest in the Property, and upon future owners of the Property and each of them.

5. No Other Restrictions. This Declaration imposes no other obligations or restrictions on Declarant, and neither its successors, nor any other person or entity claiming under them, shall be in any way restricted from using the Property except as provided herein or as otherwise provided in the Roseville Municipal Code.

6. General Provisions.

a. Controlling Law. The interpretation and performance of this Declaration shall be governed by the laws of the State of California and applicable federal law.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Declaration shall be liberally construed to effect the purposes of this Declaration. If any provision in this Declaration is found to be ambiguous, an interpretation consistent with the purposes of this Declaration that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Declaration or the application thereof is found to be invalid, the remaining provisions of this Declaration or the application of such provisions other than that found to be invalid shall not be affected thereby.

d. Captions. The captions in this Declaration have been inserted solely for convenience of reference and are not a part of this Declaration and shall have no effect upon its construction or interpretation.

7. Modification. This Declaration shall not be amended, released, terminated, or removed from the Property without the prior written consent of the City of Roseville.

8. Recordation. This Declaration shall be recorded in the Placer County Recorder's Office.

DECLARANT:

By: _____
PROPERTY OWNER

By: _____
PROPERTY OWNER

[Notarization Required]

EXHIBIT A

Legal Description of the Property

**DIRECTIONS FOR EXECUTION AND RECORDATION OF
DECLARATION OF RESTRICTIVE COVENANTS (DEED RESTRICTION)
FOR JUNIOR ACCESSORY DWELLING UNIT**

As part of the Junior Accessory Dwelling Unit ("JADU") approval, a deed restriction must be recorded. Prior to issuance of a building permit, Planning staff will collect the completed and notarized deed restriction from the property owner and submit to the City Attorney's Office for review. The City Attorney's Office will review and forward the deed restriction to the City Clerk's Office to hold until the building permit is finalized. Upon notification by building staff that the building permit has been finalized, the City Clerk's Office will submit the deed restriction to the County for recordation. Property owner shall be responsible for any fees associated with recording the deed restriction.

The following outlines how to fill out the deed restriction document. The responsible party is noted following each step. For questions, contact the City Attorney's Office.

1. In introductory paragraph, insert the date that the document is executed. (*Property owners or notary*)
2. All holders of title to the Property must sign this document. Insert all names of owners in the introductory paragraph. City staff will ask the property owner for the deed to the property or a title report in order to ensure property owner names are correct. Property owner shall be responsible for the costs of obtaining the deed or any title report. (*Planning staff based on deed or title report*) Note: Deeds can be viewed or copied in person at the Placer County Recorder's Office. They cannot be viewed or copied on-line.
3. Describe the status of the property owner in the introductory paragraph. 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. This status must match what is on existing title. (*Planning staff based on deed or title report*)
4. In first paragraph, insert street address and Assessor's Parcel Number. (*Planning staff based on deed or title report*)
5. 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. The legal description can also be found on a title report. If a good copy of the legal description can be made, it can be attached as Exhibit A. Otherwise, the legal description must be retyped verbatim (with no changes). (*Planning staff based on deed or title report*)
6. The signatures must be notarized and the notary acknowledgement attached to the document. The City Clerk's Office provides notary services for the public for a fee. (*Property owner responsibility*)
7. The fully executed and notarized document must be provided to Planning staff prior to issuance of building permit, for recording with the Placer County Recorder's Office. (*Property owner*) Once received, Planning staff will forward it to the City Attorney's Office for review to make sure everything is accurate. If not, it will be returned to the property

owner for correction. If it is correct, then the City Attorney's Office will send the document to the City Clerk's Office for holding. *(City Attorney)*

8. During building plan review, Planning staff will request final building inspection to be notified when the building permit is finalized, in order to continue recordation of the document. *(Planning staff)*
9. Once the building permit for the junior accessory dwelling unit has been finalized, Planning staff will notify the City Clerk's Office to ask that the deed restriction be recorded. *(Planning staff)*
10. City Clerk's Office forwards completed deed restriction to Placer County for recording. *(City Clerk staff)*
11. Upon receipt of recorded document, the City Clerk's office will provide a copy to the Planning Division to be added to the building permit file. *(City Clerk staff and Planning)*
12. With recording, this document becomes a permanent exception to title.