

RECORDED AT THE REQUEST OF:

City of Santa Cruz

WHEN RECORDED MAIL TO:

City of Santa Cruz
Planning and Community Development
Attn: Nydia Patino
809 Center Street - Room 101
Santa Cruz, CA 95060

APN: _____

THIS INSTRUMENT IS BEING RECORDED FOR THE BENEFIT OF THE CITY OF SANTA CRUZ.

NO RECORDING FEE IS REQUIRED PURSUANT TO GOVERNMENT CODE §27383.

**JUNIOR ACCESSORY DWELLING UNIT
DECLARATION OF COVENANTS AND LAND USE RESTRICTIONS**

This Junior Accessory Dwelling Unit Declaration of Covenants and Land Use Restrictions (hereinafter referred to as the "Declaration") is hereby made and entered into at Santa Cruz, California this _____ day of _____, 20____, by _____ ("Owner(s)").

Recitals

1. Owner(s) certify under penalty of perjury that he/she/they/it own certain real property ("Property") located in the City of Santa Cruz, California and commonly known as _____, bearing Santa Cruz County Assessor's Parcel Number _____, and more particularly described as set forth in Exhibit "A" attached hereto.
2. Owner(s) has/have been given permission by the City of Santa Cruz ("City") to maintain a junior accessory dwelling unit ("JADU") pursuant to Santa Cruz Municipal Code ("SCMC") Chapter 24.16, Part 2 and described as follows:

Building Permit No.:	-
JADU Features:	<input type="checkbox"/> Half Bath <input type="checkbox"/> Full Bath <input type="checkbox"/> Efficiency Kitchen <input type="checkbox"/> Full Kitchen <input type="checkbox"/> Internal Access to Primary Dwelling
JADU Approved Size:	_____ sq.ft.

3. Owner(s) acknowledge(s) that the SCMC and Permit Number _____ impose certain restrictions on the use and occupancy of JADUs.

NOW, THEREFORE, the Owner(s) hereto agree(s) as follows:

1. **Recitals**. The foregoing Recitals are a part of this Declaration.
2. **Definitions**: The following definitions are added to the Declaration, and when used in the Declaration, the following terms shall have the respective meanings assigned to them:

a. Junior Accessory Dwelling Unit:

A dwelling unit no larger than 500 square feet in size and attached to a single-family dwelling on a parcel of land and which meets the requirements of the Santa Cruz Municipal Code Chapter 24.16, Part 2 incorporated herein by reference.

- b. Property Owner: For purpose of the owner occupancy requirement for JADUs under state law (Gov't Code §66333) and SCMC §24.16.170, the property owner is defined as:

- 1) The majority owner(s) of the Property as shown in the most recent Santa Cruz County records.

If there is more than one property owner of record, the owner with the majority or highest ownership interest in the Property shall be deemed the property owner. Any property owner(s) of record holding an equal share interest in the Property may be deemed the majority property owner(s) if no other property owner owns a greater interest.

- 2) For property held by a corporation or business entity, a shareholder or officer of the corporation or business entity with the greatest shares or business interest as defined in the articles of incorporation, or other applicable business document.

- 3) For property held in trust: a) the Trustor(s) or Settlor(s) who created the trust in which the Property is held; or any person(s) or entity deemed as the legal owner of the Property held in trust in accordance with the trust document, and b) who has/have the highest ownership interest in the Property.

c. Principal Place of Residence:

The dwelling a person physically occupies and lives in on a day-to-day basis. A person may have only one principal place of residence at a time. If a person alternates between two or more properties, the principal residence will be the one lived in the majority of the days of the year.

Acceptable proof of principal place of residence shall include, but not be limited to the following documentation showing the owner's name and address of the Property subject to this Declaration:

- 1) Federal and state income tax returns with W-2s.
- 2) Bank statement.
- 3) DMV vehicle registration.
- 4) DMV driver's license.
- 5) Voter registration.
- 6) Employment records.
- 7) Santa Cruz Municipal Utility bill.
- 8) Property tax homeowner's exemption.

3. **Maximum Permitted Size.** The JADU is restricted to the approved size noted herein and may not be modified or reconfigured in any way without first obtaining all applicable City permits.

4. **Occupancy.**

- a. At least one Property Owner must occupy either the single-family dwelling or the JADU as his or her principal place of residence.

[**Internal Note: occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.]

- b. Owner(s) shall fully comply with the JADU occupancy rules consistent with the Santa Cruz Municipal Code and/or any other applicable laws.

5. **Term.** The occupancy covenant and all other covenants, restrictions and requirements contained herein shall be in effect in perpetuity, unless otherwise removed or modified in accordance with this Declaration.

6. **No Separate Sale of JADU.** The JADU shall not be sold separately from the single-family dwelling.

7. **Default.** Failure of any Owner(s) to comply with any or all of the terms of this Declaration constitutes an Event of Default.

8. **Event of Default - Failure of Property Owner to Occupy as Principal Place of Residence; City's Remedies.**

- a. Upon City's determination that a Property Owner is not complying with the occupancy rules set forth in SCMC Chapter 24.16, Part 2, Owner(s) agree(s) to comply with the City's issuance to Owner(s) of a "Courtesy Notice" describing the violation and establishing a ten-day period for Owner(s) to select one of the following options to cure the default:

- 1) Establish Property Owner's Principal Residency.
- 2) Convert the JADU to an approved habitable room.
- 3) Sell the Property.

- b. Upon failure of the Property Owner and/or Owner(s) to respond to the Courtesy Notice or select a cure option within the prescribed time, Owner(s) acknowledge that City has

the right to issue a formal "Notice of Violation/Notice and Order - Civil Penalties" establishing a ten calendar day limit by which Owner(s) must comply.

- c. Beginning on the first day following expiration of the time for each action established in the Notice of Violation/Notice and Order - Civil Penalties, City has the right to assess civil penalties against Owner(s) in the amount of \$100 per day. Penalties shall continue to accrue until City determines that the violation has been corrected.

9. **Future Improvements to Property May Require Further Permits.** Such additional improvements constructed in accordance with the requisite permits shall not require amendment of this Declaration unless said permits are determined by the City to render the restriction(s) established in this Declaration unnecessary, in which case this Declaration shall be modified to remove said restriction.

10. **Removal or Modification of Covenants and Restrictions.**

- a. Upon physical demolition and removal of the JADU from the Property this Declaration shall become null and void and a "Notice of Termination of Covenants and Land Use Restrictions" will be recorded by City.
- b. Upon conversion of the JADU to another permitted use this Declaration shall become null and void and a "Notice of Termination of Covenants and Land Use Restrictions" will be recorded by City, and Owner(s) shall execute and record a new land use agreement with City setting forth approved uses, configurations and restrictions applicable to the newly permitted use.
- c. Upon an amendment or repeal of the JADU laws by the City Council, that is intended to require a modification of the Covenants and Restrictions provided herein.

11. **Violation of Declaration.** Violation of any covenant, restriction, or condition contained in this Declaration shall constitute a default and a violation of the City's Zoning Ordinance. The covenants, restrictions, and conditions contained in this Declaration may be enforced through any judicial or administrative remedy provided in SCMC Title 4 or Title 24 or other applicable law. City may revoke its permission granted to Owner(s) to allow a JADU on the Property. Planning and/or building permits may be revoked and improvements ordered removed in accordance with the procedures set forth in SCMC section 24.04.160, or successor statute. No release, modification, or elimination of these restrictions shall be valid unless notice thereof is recorded on the Land Records by the Zoning Administrator of the City of Santa Cruz, or the City's rules or other applicable law permits the future use.

12. **Civil Action and Attorneys' Fees.** Owner(s) expressly acknowledges that City is authorized to commence a civil action to enjoin any violation or to compel specific performance of provisions of this Declaration and to recover its reasonable attorneys' fees and costs. In the event that legal action is commenced by either Owner(s) or City with respect to enforcement of any of the terms of this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs arising from said action.

13. **Binding Declaration.** Owner(s) acknowledge that the covenants and restrictions herein run with the land and are binding upon each Owner, and each Owner's respective heirs, successors, assignees, and legal representatives.

SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW

IN WITNESS WHEREOF, this Declaration has been executed by Owner and acknowledged by City this day and year first above written.

CITY

By: _____

(insert printed name here)

Its: _____

(insert title here)

OWNER

By: _____

(insert printed name here)

By: _____

(insert printed name here)

SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC