|  |  |
| --- | --- |
| RECORDING REQUESTED BY AND  WHEN RECORDED RETURN TO:    City of Lake Forest  100 Civic Center Drive  Lake Forest, CA 92630  Attn: City Clerk |  |

DEED RESTRICTION AND COVENANT

# EXEMPT—NO FEE REQUIRED

Cal. Gov. Code § 27383 & 27388.1(a)(2)(D)

Recorded for the Benefit of the City of Lake Forest

State of California

County of Orange

This Covenant and Deed Restriction is made and executed on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The undersigned hereby certify that I/we are the owner(s) of the hereinafter legally described property located in the City of Lake Forest (the “City”), State of California. Said property is located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known as County of Orange Assessor's Parcel No. \_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_ and by the legal description attached hereto as Exhibit “A” and incorporated herein by reference (the “Property”).

In consideration of the City approving the establishment of a Junior Accessory Dwelling Unit (JADU) on this lot, the undersigned hereby covenants, acknowledges and agrees, that:

1. Except as otherwise provided in California Government Code Section 65852.26, the JADU will not be sold separately or otherwise conveyed separately from the primary residence;
2. The JADU may not be rented for a term shorter than 30 days;
3. The owner of the property must reside in either the JADU or in the primary dwelling on the lot as the owner’s primary personal residence and legal domicile; and
4. The JADU is restricted to the approved size of \_\_\_\_\_\_\_\_\_\_square feet. All attributes and restrictions of the JADU must comply at all times with the City’s accessory dwelling unit ordinance (Lake Forest Municipal Code Section 9.146.050).

The purpose of this Deed Restriction is to provide notice and disclosure to the current owner and to any subsequent purchaser or transferee of these limitations associated with the approval of the building permit for one JADU.

This deed restriction and covenant runs with the land and binds all current owners, all future owners, and their successors, heirs or assigns, and continues in effect perpetually unless released by the City in writing. Any lease of any portion of the Property is subject to the restrictions in this deed restriction and covenant, which are established for the general benefit of the entire community and which run with the land. The covenant is enforceable by remedy of injunctive relief in addition to any other remedy in law or equity.

This deed restriction and covenant and the provisions hereof are irrevocable and non-modifiable except by the express written consent of the City. The City has the right to enforce each and every provision hereof.

If the owners, their heirs, assigns, or successors in interest fail to abide by the deed restriction and covenants hereunder, all owners are bound to pay all costs and expenses incurred by the City in securing performance of such obligation, including reasonable attorney’s fees andcosts.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Print Name] [Print Name]

Property Owner Date Property Owner Date

**Covenants and Deed Restrictions must have all signature(s) notarized by a Commissioned Notary Public.**

(See following page.)

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.

# ACKNOWLEDGMENT

State of California )

)

County of )

On before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(insert name and title of the officer)

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)**

**EXHIBIT “A”**

**Legal Description**