

RECORDING REQUESTED BY
City of El Centro

AND WHEN RECORDED MAIL TO
City Clerk
City of El Centro
1275 Main Street
El Centro, CA 92243

DECLARATION OF RESTRICTIVE COVENANTS
for
JUNIOR ACCESSORY DWELLING UNIT
(Government Code § 27281.5)

THIS DECLARATION OF RESTRICTIVE COVENANTS (“Declaration”) is made with reference to the following facts:

I / We, _____

Names of all property owners of record

the undersigned Declarant(s), am/are the sole owner(s) of record of that certain real property situated in the City of El Centro, County of Imperial, State of California (“the Property”), known as

Property Address

Identified as Assessor Parcels Number (APN) _____ ;
and more particularly described in the attached **Exhibit A**, which is incorporated herein by reference.

WHEREAS, the City of El Centro (“City”) approved a junior accessory dwelling unit on the Property subject to the conditions set forth in Section 65852.22 of the California Government Code; and

WHEREAS, Section 65852.22(a)(3)(A) of the California Government Code prohibits the sale of an accessory dwelling unit separately from a primary dwelling unit; and

WHEREAS, this Agreement therefore shall be recorded against the property with the Imperial County Recorder’s Office to give constructive notices of such the applicable restrictions and limitations set forth in Section 65852.22, including the separate sale prohibition; and

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 accessory dwelling unit shall not be sold separately from the primary dwelling unit
 - b. The accessory dwelling unit is restricted to the maximum size of 500 square feet in size.
 - c. The accessory dwelling unit shall be considered legal only so long as one of the following criteria is met:
 - i. either the primary dwelling unit or any accessory dwelling unit on the Property is being occupied by the owner of record of the Property; or
 - ii. both the primary dwelling unit and all accessory dwelling units are simultaneously unoccupied.
 - iii. either the primary dwelling unit or the accessory dwelling unit is being occupied by the owner of record of the Property or a tenant and the other unit is unoccupied but is being used by the owner or a tenant for their own personal use (e.g., office, workshop, storage) in compliance with the El Centro Municipal Code.
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 Assigns 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.
5. Enforcement.
 - a. These 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 an 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.

- b. 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.
6. 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 El Centro Municipal Code.
7. 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. Termination of Rights and Obligations. A party's rights and obligations under this Declaration terminate upon transfer of the party's interest in the Declaration or Property, except that liability for acts, omissions or breaches occurring prior to transfer shall survive transfer.
 - e. 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.
8. Modification. This Declaration shall not be amended, released, terminated, or removed from the Property without the prior written consent of the City of El Centro.
9. Recordation. This Declaration shall be recorded in the County of Imperial Recorder's Office.

DECLARANT:

By _____

Print Name _____

Title _____

By _____

Print Name _____

Title _____

ALL PURPOSE NOTARY ACKNOWLEDGMENT REQUIRED FOR OWNER'S SIGNATURE

EXHIBIT A
LEGAL DESCRIPTION
