

**FREE RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

City of Glendora  
116 E. Foothill Blvd.  
Glendora, CA 90201  
Attn: Planning Division

APN \_\_\_\_\_

(For Recorder's Use Only)  
Exempt from filing fee per Gov Code 27383

**DECLARATION OF RESTRICTIVE USE COVENANT  
(JUNIOR ACCESSORY DWELLING UNIT)**

This RESTRICTIVE USE COVENANT AGREEMENT ("**Agreement**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, a \_\_\_\_\_ and \_\_\_\_\_, a \_\_\_\_\_ ("**Owner**") in favor of the City of Glendora, a municipal corporation ("**City**").

**RECITALS**

- A. Owner owns that certain residential real property located at \_\_\_\_\_, in the City of Glendora, County of Los Angeles, State of California, and more particularly described on Exhibit "A" attached hereto ("**Property**").
- B. Owner has applied to the City to build and maintain a junior accessory dwelling unit ("**JADU**") on the Property in conformance with the Glendora Municipal Code and applicable state law, including, but not limited to, Government Code Sections 65852.2 and 65852.22.
- C. Pursuant to Section 21.04.040(D)(2)(e) of the Glendora Municipal Code and Section 65852.22 of the Government Code, Owner is required to record a deed restriction on the Property, limiting the use of the Property in accordance with state law.
- D. City is granting the building permit for the JADU in material reliance on this Agreement.

NOW, THEREFORE, in accordance with the Municipal Code requirements and as material consideration to the City to approve the JADU and issue building permits, Owner declares, covenants, and agrees for itself, its successors and assigns that the Property shall hereafter be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the covenants, restrictions and equitable servitudes set forth herein.

## **AGREEMENT:**

1. **Incorporation of Recitals.** The foregoing recitals are true, correct and incorporated herein by reference.
2. **Effective Date; Duration.** This Agreement shall be effective (“**Effective Date**”) on the date it is recorded in the Official Records of Los Angeles County (“**Official Records**”) and shall continue in full force and effect until terminated in accordance with Section 6 below. Owner shall execute and acknowledge this Agreement and deliver it to City for execution after which City shall have it recorded in the Official Records and send a recorded copy to Owner.
3. **Owner’s Representations and Warranties.** Owner represents and warrants to the City that, as of the Effective Date, Owner is the fee owner of the Property and has authority to execute this Agreement which shall be binding on the Property.
4. **Covenants, Restrictions and Obligations.** Owner covenants and agrees as follows:
  - (a) Owner shall maintain the JADU in accordance with the applicable standards set forth in the Glendora Municipal Code and applicable state law including, but not limited to, Government Code Sections 65852.2 and 65852.22. In the event the Glendora Municipal Code is preempted by, or in conflict with state law, then state law shall govern.
  - (b) The JADU shall not exceed five hundred (500) square feet and shall be constructed within the existing walls of the existing or proposed single-family dwelling. An additional one hundred fifty (150) square feet beyond the physical dimensions of the existing structure is permitted to accommodate ingress and egress to the JADU.
  - (c) The JADU shall have an entrance that is separate from the main entrance to the primary dwelling unit and such separate entrance shall be maintained in accordance with the building plans approved by the City.
  - (d) The JADU shall, at a minimum, include an efficiency kitchen, which shall include a cooking facility with appliances, and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU. The JADU may include separate sanitation facilities or share sanitation facilities with the existing primary dwelling.
  - (e) No more than one JADU is permitted on the Property. There shall be no more than one JADU on a lot located within a single-family zone.
  - (f) The JADU may not be sold or otherwise conveyed separate from the primary dwelling unit. This Agreement may be enforced against future Property purchasers.

- (g) The JADU may be rented separate from the primary residence but may not be rented for a term of less than 31 consecutive days.
- (h) Owner shall reside in the primary dwelling or the JADU. This requirement does not apply if Owner is a government agency, land trust, or housing organization.

**5. Runs with the Land.** This Agreement is designed to create equitable servitudes and covenants appurtenant to the Property and running with the Property. Owner hereby declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used and occupied subject to these covenants, conditions, restrictions and equitable servitudes, all of which are for the purposes of uniformly enhancing or protecting the value, attractiveness and desirability of the Property. The covenants, conditions, restrictions, reservations, equitable servitudes, liens and charges set forth herein shall run with the Property and shall be binding upon all persons having any right, title or interest in the Property, or any part thereof, their heirs, successive owners and assigns; shall inure to the benefit of every portion of the Property and any interest therein; shall inure to the benefit of the City and its successors and assigns and successors in interest; shall be binding upon Owner(s), their successors and assigns and successors in interest; and may be enforced by the City.

Owner hereby declares his/her understanding and intent that the burdens of the covenants set forth herein touch and concern the Property. Owner further declares his/her understanding and intent that the benefits of such covenants touch and concern the land by furthering the health, safety and welfare of the possible future residents, lessees and visitors to the Property.

**6. Release of Covenant.** Provided Owner is not in default of this Agreement, Owner may request that this Agreement be released by sending written notice to City requesting the release and verifying that the JADU has been removed from the Property in accordance with applicable permits. City shall be entitled to enter the Property to confirm that the JADU has been removed from the Property. Upon confirmation of compliance with the foregoing to the reasonable satisfaction of the City, City shall execute a release in a form approved by the City Attorney which shall be executed and acknowledged by the City and recorded in the Official Records. The release may be executed by the City Manager.

**7. Violations.** If Owner violates this Agreement, City may provide written notice of breach and demand that Owner remedy the breach within thirty (30) days of receipt of the notice ("**Default Notice**"). If Owner fails to remedy the breach in the specified time period and provide proof thereof to the reasonable satisfaction of the City, City may provide written demand to Owner that Owner immediately, at Owner's sole cost and expense, demolish the JADU pursuant to (i) directions from the Community Development Department and (ii) applicable permits which Owner must obtain from the City ("**Removal Demand Notice**"). The demolition shall be promptly commenced and diligently

prosecuted to completion within sixty (60) days of Owner's receipt of the Removal Demand Notice. If Owner fails to comply with the Removal Demand Notice, City shall have the right, but not the obligation, to enter the Property and remove the JADU and Owner shall be obligated to reimburse the City for such costs and, if not promptly paid to the City, shall have the right to file a lien against the Property. Furthermore, City shall have the right to pursue all available remedies in law or equity including a mandatory injunction.

**8. Lender Protection.** Owner's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render void or invalid the lien of any mortgage, deed of trust or other security interest encumbering the Property made in good faith and for value but, unless otherwise provided herein, the terms, covenants, conditions, restrictions and equitable servitudes set forth herein shall be binding and effective against the holder of such encumbrance whose interest is acquired by foreclosure, trustee's sale, deed or assignment in lieu thereof, or otherwise.

**9. Indemnification and Release.** Owner and Owner's successors and assigns agree to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities"), that may be asserted or claimed by any person, firm or entity arising out of or in connection with (i) this Agreement, (ii) the JADU, or (iii) the acts or omissions of the Owner, their agents, employees, subcontractors, tenants, invitees or other persons on or about the Property, whether or not there is concurrent passive or active negligence on the part of the City, its officers, agents or employees but excluding such claims or liabilities arising from the gross negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City.

**10. Amendment or Modification.** This Agreement may not be amended or modified except (i) in writing executed by the then current owner(s) of the Property and the City, and (ii) recorded in the Official Records.

**11. Notices.** Any notice to be given under this Agreement shall be given by personal delivery or by depositing the same in the United States Mail, certified or registered, postage prepaid, at the following addresses:

City: 116 E. Foothill Blvd.  
Glendora, CA 91741  
Attn: Planning Division

With Copy to: Aleshire & Wynder, LLP  
18881 Von Karman Avenue, Suite 1700  
Irvine, CA 32612  
Attn: City Attorney

Owner: The address of the Property

Any notice delivered personally shall be effective upon delivery. Any notice given by mail as above provided shall be effective forty-eight (48) hours after deposit in the mail. Any party may change address for notice by giving written notice of such change to the other party.

**12. Miscellaneous.**

- (a) **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
- (b) **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California and any legal action shall be brought in a court of competent jurisdiction in Los Angeles County.
- (c) **Attorney's Fees.** In the event of any litigation or other legal proceeding arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.
- (d) **Final Agreement.** This Agreement contains the entire understanding and agreement with respect to the subject matter of this Agreement and all prior or contemporaneous documents, communications, understandings, representations, and statements shall be of no force or effect.
- (e) **Construction.** This Agreement shall be construed according to its fair meaning as if prepared by all parties to this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- (f) **No Waiver.** The failure to enforce any term, covenant, or condition of this Agreement shall not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Agreement.
- (g) **Counterparts.** This Agreement may be executed in any number of counterparts each of which shall be an original but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**City**

CITY OF GLENDORA,  
a municipal corporation

**Owner**

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

By: \_\_\_\_\_

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

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Community Development Director

**EXHIBIT A**

**PROPERTY DESCRIPTION**

That certain real property in City of Glendora, County of Los Angeles, State of California, legally described as follows:

[ADD LEGAL DESCRIPTION]

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            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 202\_ before me, \_\_\_\_\_, a 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.

\_\_\_\_\_  
Notary Public

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            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

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WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

SEAL