

NOTE: THIS DOCUMENT IS FOR EXAMPLE PURPOSES ONLY. YOU WILL BE PROVIDED WITH AN UPDATED VERSION TO FILL OUT AND SUBMIT.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

WITH A COPY TO:
City of Newport Beach
P.O. Box 1768
Newport Beach, CA 92658
Attention: City Clerk's Office

(Exempt From Recording Fees Pursuant to Government Code § 27383)

APN: _____

[Space Above For Recorder's Use Only]

**DEED RESTRICTION
FOR SINGLE-UNIT PROPERTY WITH 1 ADU/JADU**

THIS DEED RESTRICTION FOR SINGLE-UNIT PROPERTY WITH 1 ADU/JADU ("Deed Restriction") is executed on [_____] , 2022, by the undersigned, herein referred to as "OWNER," running in favor of the City of Newport Beach, hereinafter referred to as "CITY," for the benefit and general welfare of the citizens and inhabitants thereof, hereinafter referred to as "PUBLIC."

WHEREAS, OWNER warrants and certifies under penalty of perjury that, as of the date this document is executed, OWNER is the sole owner of record of the following described real property in the City of Newport Beach, County of Orange, State of California:

Address: _____

Assessor's Parcel Number: _____

Short Legal Description: _____

The above mentioned real property shall be hereinafter referred to as the "Property."

WHEREAS, OWNER has requested/applied for, Zoning Clearance No. XXXX-XX, and Permit No. XXX-XXX-XX, an approval from the CITY (hereinafter, the "Application").

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WHEREAS, the Application includes a request to create a _____ square foot **accessory dwelling unit (“ADU”)/junior accessory dwelling unit (“JADU”)** on the Property as shown in the approved construction plans on file with the City of Newport Beach Building Division.

WHEREAS, OWNER acknowledges that these covenants are provided to protect the PUBLIC.

WHEREAS, OWNER acknowledges that the CITY approving the Application would confer a permanent and continuing benefit upon the Property.

NOW THEREFORE, in consideration of CITY’s approval, OWNER covenants as follows:

1. Purpose. Each covenant is made to promote the general scheme and purpose of the General Plan and zoning regulations set forth in the Municipal Code of CITY as now existing and as hereafter amended.
2. Binding Upon Successors. These covenants, and each of them, shall constitute a servitude, burden, or easement upon the above-described Property. This Deed Restriction is appurtenant to and shall run with the Property and be binding upon the heirs, administrators, executors, successors, assigns and transferees of the parties hereto.
3. No Revisions. There shall be no change, alteration, deletion or addition to the plans and specifications submitted by OWNER as part of the Application and approved by CITY, unless OWNER first receives the prior written consent of the CITY.
4. Primary Dwelling. At all times the primary residence on the Property shall be used and maintained as a single-unit dwelling.
5. No Short-Term Rentals. The **[Choose One: ADU /JADU]** shall not be rented or leased for a term of less than 31 days.
6. Owner Occupancy for JADU. The owner of the Property shall reside in either the primary dwelling or in the JADU. Owner occupancy is not required if the owner is another governmental agency, land trust or housing organization within the meaning of Government Code 65852.22.
7. No ADU/JADU Separate Sale. The ADU/JADU may not be sold separately from the primary residence.
8. No Changes Without Authority. This Deed Restriction shall remain in full force and effect during the term of the **Permit No.____**, and **Zoning Clearance No. _____** or any modification or amendment thereof to **Permit No.____**, and **Zoning Clearance No._____**. There shall be no change, alteration, deletion or addition to the Property (including any change in size of the primary dwelling or the **ADU/JADU**) except as is specifically set forth in the plans and specifications approved by the CITY as part of the Application. This

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prohibition shall specifically include, but shall not necessarily be limited to, no additional stoves, sinks, lavatories, water closets, or other bathroom or kitchen fixtures may be added to the Property, without first obtaining the prior written consent and approval of the CITY.

9. All Available Remedies. CITY shall be entitled to all legal and equitable remedies available under the law upon the default of the terms of this Deed Restriction by OWNER, or by any purchaser, lessee or sublessee of the Property, or their assigns and successors, including, without limitation, specific performance of the terms of the Deed Restriction and/or modification or removal of the ADU/JADU constructed or used in violation of this Deed Restriction.

10. Right of Inspection. During any reasonable hour, the owner and occupants of the property shall allow any officer, employee, or agent of the City to enter and inspect the property or any building or premises on the property, whenever such inspection is determined to be necessary to verify or secure compliance with, or prevent a violation of, this deed restriction.

DATED this _____ day of _____, 2022.

Property Owner Name

Signature

Property Owner Name

Signature

Owner(s) must sign in the presence of notary public

Attachment:
Exhibit A – Legal Description

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**ATTACHMENT:
Exhibit A – Legal Description**

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ACKNOWLEDGMENT

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

County of _____ } ss.

On _____, 20____ before me, _____, 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 signatures(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)

ACKNOWLEDGMENT

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State of California

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Signature

(seal)