

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City Clerk  
City of Seal Beach  
211 Eighth Street  
Seal Beach, California 90740

[Space Above Line For Recorder's Use]

Recording Fee: Exempt pursuant to California Government Code Section 27383

COVENANT AND AGREEMENT  
(Junior Accessory Dwelling Unit)

THIS COVENANT AND AGREEMENT ("Covenant and Agreement") is

dated: \_\_\_\_\_ and is made and entered into by and among the  
undersigned, named: \_\_\_\_\_

(collectively the "Owner"), and the CITY OF SEAL BEACH, a California charter city (the "City").

RECITALS:

A. The Owner represents and warrants that Owner is the record owner of the real property (the "Property") located in the City of Seal Beach, County of Orange, State of California, particularly and legally described as follows:

- *Street Address:* \_\_\_\_\_
- *Orange County APN Number(s):* \_\_\_\_\_
- *Legal Description:* See Exhibit "A", attached hereto and incorporated herein by this reference: \_\_\_\_\_  
\_\_\_\_\_

B. The Property is zoned (designation): \_\_\_\_\_ as  
shown in the (indicate "Zoning Map" or "Specific Plan"): \_\_\_\_\_

and is currently developed with, or will be developed with, one single-family residence. There is no existing junior accessory dwelling unit (“JADU”) on the Property. Pursuant to state law and the City’s Zoning Code, a JADU is only permitted where it is accessory to a single-family residential use.

C. The Owner has made application to the City for a permit to (describe proposed plan):

\_\_\_\_\_ on  
\_\_\_\_\_ on  
the Property pursuant to Seal Beach Municipal Code Section 11.04.115.

D. The JADU may be rented as an independent living facility separate and apart from the primary dwelling unit on the Property. However, the JADU shall not be sold or otherwise conveyed separately from the primary dwelling unit.

E. The Owner is required to record this Covenant and Agreement as a condition precedent to the issuance of the Certificate of Occupancy for the JADU pursuant to the Seal Beach Municipal Code.

F. The City has a property interest in the streets adjacent to the Property and owns other property within the City.

NOW, THEREFORE, in consideration of the foregoing, and as a condition of the issuance of the necessary permits and certificates in connection therewith, the Owner hereby covenants, promises and agrees, on behalf of the Owner, and on behalf of the Owner’s heirs, representatives, successors and assigns (including, without limitation, each person having any interest in the Property derived through any owner of the Property) (collectively, the “Successors”), for the benefit of the City, the public, the City’s property interest in the street commonly known as:

\_\_\_\_\_ the sidewalks around it, and the City’s other public property, as follows:

1. The Owner shall construct the JADU in substantial compliance with the plans submitted to and approved by the City on date: \_\_\_\_\_ (the “Plans”). The Owner and all Successors shall maintain the JADU and the Property in accordance with all applicable JADU requirements and standards.

2. The JADU shall not be sold, transferred, assigned or otherwise conveyed separately from the primary dwelling unit on the Property.

3. The JADU may be rented, but shall not be used for short-term rentals for less than 30 consecutive days.

4. The Property shall at all times be owner occupied, meaning that the owner of record of the Property must at all times reside in and occupy either the primary residence or the JADU , unless the owner is a governmental agency, land trust, or housing organization. If the Owner ceases to reside on the Property, use of the JADU shall be discontinued.

5. No more than one JADU shall be permitted on the Property. The primary use of the Property shall at all times remain single-family residential.

6. The JADU shall not exceed a maximum size of **500 square feet** as shown on the Plans, and shall conform with all other aspects of the Plans, Seal Beach Municipal Code Section 11.4.05.115, Government Code Section 65852.22 and any other applicable state and local laws, regulations, and ordinances applicable to junior accessory dwelling units.

7. The terms, conditions and restrictions in this Covenant and Agreement shall run with and bind the Property, and shall be binding upon the Owner and all successors-in-interest to all or any portion of or interest in the Property, and shall constitute a covenant running with the land of the Property. This Covenant and Agreement shall be enforceable by and shall inure to the benefit of the City and the City's successors and assigns, and shall be jointly and severally binding upon the Owner, and each of the Successors. In addition and without limiting the foregoing, any violation will be subject to penalties as provided in the Seal Beach Municipal Code. The City may enforce this Covenant and Agreement by injunction and/or specific performance, in addition to any and all other remedies the City may have under applicable law.

8. The Owner shall indemnify, hold harmless and defend City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from any claim, demand, damage, liability, financial loss, cost or expense (including, without limitation, attorneys' fees and costs) arising, either directly or indirectly, from any City permit or permits authorizing the construction of the JADU on the Property, (including, without limitation, this covenant and agreement, and the conditions contained herein), even though such liability or loss may arise, in

whole or in part, out of the negligence (including, without limitation, active or passive negligence) of the Indemnitees.

9. This instrument may only be modified by a written instrument executed by both parties that is recorded with the Orange County Recorder.

10. This instrument may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

11. This Covenant and Agreement shall remain in effect until (a) released in writing by the authority of the City's Community Development Department, upon submittal of a request, applicable fees and evidence to the satisfaction of the Community Development Department that this Covenant and Agreement are no longer required, or (b) released in writing by the order of the City Council upon a determination by the City Council that this Covenant and Agreement is no longer required.

12. If any provision, section, paragraph, sentence, clause or word of this Covenant and Agreement be rendered or declared invalid or ineffective by any final action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, clauses and words of this Covenant and Agreement shall remain in full force and effect.

13. This Covenant and Agreement shall be recorded in the office of the County Recorder for the County of Orange.

- Signatures Begin on Next Page -

*(Print out document and add original signatures to page before sending in)*

IN WITNESS WHEREOF,, the parties have caused this instrument to be executed as of the day and year first above written.

**CITY OF SEAL BEACH:**

**OWNER:**

\_\_\_\_\_  
[Print Name]

Signed By:

Signed By:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
PrintTitle: \_\_\_\_\_

Signed By:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**NOTE:**

If any Owner is a corporate entity, signatures from two corporate officers are required. One signature must be from any officer in Group A, and one signature must be from any officer in Group B as follows:

Group A: the chairman of the board, the president, or any vice president

Group B: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer of the corporation

**CALIFORNIA ALL-PURPOSE 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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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.

Signature \_\_\_\_\_ (Seal)

**CALIFORNIA ALL-PURPOSE 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 \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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.

Signature \_\_\_\_\_

(Seal)

<If legal description is typed into Recital A, delete this page>

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

Exhibit "A" consists of # of pages pages, excluding this cover page.

**EXHIBIT "B"**

**DESCRIPTION OF JUNIOR ACCESSORY DWELLING UNIT**

(Attached)

Exhibit "B" consists of # of pages pages, excluding this cover page.