



DEPARTMENT OF ECONOMIC
AND COMMUNITY DEVELOPMENT
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CITY COUNCIL 2024

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SHARON RANALS, CITY MANAGER

Planning Division

To: PROPERTY OWNERS SEEKING APPROVAL FOR A JUNIOR ACCESSORY
DWELLING UNIT.

Re: FILING YOUR DEED RESTRICTION

In order to obtain approval for the construction or use of a junior accessory dwelling unit (JADU), the applicant must meet a number of standards. Most of these are required as part of the approval process.

Pursuant to the City's authority under California Government Code Sections 65852.22(a)(2) and 65852.22(a)(3), an applicant for a JADU must be an owner-occupant, and a JADU shall not be sold or otherwise conveyed separately from the primary residence, respectively. Furthermore, pursuant to the City's authority under California Government Code Section 65852.22 and South San Francisco Municipal Code Sections 20.350.003 and 20.350.036, the City requires that a JADU may not be used for rentals of terms less than thirty-one (31) days.

The general steps to be completed to fulfill the deed restriction requirement are summarized below:

1. Complete all applicable fields of the document, pages 1 and 4 must be typed. Owners listed on pages 1, 4, and 5 must match the Grant Deed.
2. If the JADU is in an existing unit, you must obtain a new address through Building.
3. On page 4, list the Owners on line 1 and the full address on line 2 and 3.
4. **Please verify the document has been completed correctly with Planning Division staff before notarizing!**
5. Provide a notarized signature, date must match page 1. All listed owners must sign the document.
6. Submit the original document to the Planning Division office for City signatures. Include proof of ownership with submittal, such as a copy of the Grant Deed (Exhibit A & B).
7. Pick up the fully signed form when contacted by the Planning Division office.
8. File/record the document with the County Recorder's Office, located at **555 County Center, Redwood City, CA 94063-1665.**
9. Provide a copy of the full Recorded Deed Restriction document to the Planning Division.

For additional questions on completing the JADU deed restriction process, please contact the Planning Division at (650) 877-8535 or planning@ssf.net.

Thank you,

The Planning Division

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

City of South San Francisco
P.O. Box 711
South San Francisco, California 94083
Attn: City Clerk

No fee for recording pursuant to
Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR JUNIOR ACCESSORY DWELLING UNIT**

This Agreement and Acknowledgment of Occupancy Restriction and Declaration of Restrictive Covenants (**the "Agreement"**) is made and entered into as of _____, 202__ by and between the City of South San Francisco, a municipal corporation (**the "City"**) and _____ (**the "Owner"**) at _____ (**the "Address"**).

(Information should be typed in)

RECITALS

A. Owner has applied to City for a permit to construct and develop a junior accessory dwelling unit ("JADU") within a residential zoning district on that real property in the City of South San Francisco, County of San Mateo, more particularly described in Exhibit A attached hereto and incorporated herein (the "Property").

B. California Government Code Section 65852.22 requires prospective applicants of JADUs to satisfy certain criteria, submit to the City proof of ownership and record certain restrictive covenants that shall run with the land. This Agreement implements these requirements.

C. In order to ensure that the Property will be used and operated in accordance with these conditions and restrictions, the City and the Owner wish to enter into this Agreement.

THEREFORE, the City and the Owner/s hereby agree as follows.

1. Occupancy Requirements. In consideration of the City’s approval of a JADU in accordance with California Government Code Section 65852.22, the Owner agrees to occupy either the proposed or existing primary residential dwelling unit or the JADU built on this Property at all times. Owner further agrees that only one unit constructed on Property may be rented or leased at all times. Owner understands that violation of this section will be a breach of this Agreement and a violation of California Government Code Section 65852.22.

2. No Separate Sale or Conveyance. In consideration of the City’s approval of a JADU in accordance with California Government Code Section 65852.22, the JADU shall not be sold or otherwise conveyed separately from the single-family residence (also referred to herein as the “Primary Dwelling Unit”) on the Property. Owner understands that violation of this section will be a breach of this Agreement and a violation of California Government Code Section 65852.22.

3. Short-Term Rentals Prohibited. In consideration of the City’s approval of a JADU in accordance with California Government Code Section 65852.22 and South San Francisco Municipal Code Sections 20.350.0036 and 20.350.036, the JADU shall not be rented for periods of less than thirty (31) consecutive days. Owner understands that a violation of this section will be a breach of this Agreement and a violation of South San Francisco Municipal Code Sections 20.350.0036 and 20.350.036.

4. Covenants to Run With the Land. The City and the Owner hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land and shall be enforceable against all future purchasers and bind all successors in title to the Property. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions. Such covenants and restrictions shall run with the land regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument. Such covenants and restrictions shall cease to run with the land only if the City expressly releases such conveyed portion of the Property from the requirements of this Agreement.

5. Breach of the Agreement. Occupancy of the primary dwelling unit and the JADU by two separate leases to two separate tenants and/or separate conveyance of the primary dwelling unit and the JADU unit shall be a breach of this Agreement and a violation of the California Government Code. The City shall enforce this Agreement if the Owner fails to perform any obligation under this Agreement or fails to cure the default within thirty (30) days after the City has notified the Owner in writing of the default. If the default cannot be cured

within thirty (30) days, the City shall enforce this Agreement if the Owner does not begin to cure the default within thirty (30) days after the City has notified the Owner in writing of the default and the Owner thereafter fails to diligently cure the default.

6. Enforcement by the City. The City shall have the right to enforce this Agreement by any or all of the following actions, or any other remedy provided by law:
 - (a) Specific Performance. The City may declare a default under the Agreement, and petition a court of competent jurisdiction for specific performance.
 - (b) Action to Compel Performance or for Damages. The City may bring an action at law or in equity to compel the Owner's performance of its obligations under this Agreement, and/or for damages.
 - (c) Revocation of Permit. The certificate of occupancy will be revoked if the permitted JADU violates any of the provisions of the South San Francisco Municipal Code or the California Government Code in effect at the time of the approval of the building permit. On ten (10) days written notice to the Owner, the Chief Planner may initiate a proceeding to revoke the certificate of occupancy for the JADU using the revocation procedure set forth in the South San Francisco Municipal Code.
7. Release from Covenants. The Owner may request that the permitted JADU be removed in the future. Upon such request by the Owner, the City shall provide a recordable "Certificate of Release from and Satisfaction of Covenants" to release the Property from the restrictive covenants set forth in this Agreement.
8. Attorneys' Fees and Costs. In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including attorneys' fees. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.
9. Recording and Filing. The Owner shall cause this Agreement, and all amendments and supplements to it, to be recorded against the Property in the Official Records of the County of San Mateo.
10. Governing Law. This Agreement shall be governed by the laws of the State of California.
11. Amendments. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of San Mateo, California.

12. Notice. All notices given or certificates delivered under this Agreement shall be in writing and be deemed received on the delivery or refusal date shown on the delivery receipt, if (a) personally delivered by a commercial service which furnishes signed receipts of delivery or (b) mailed by certified mail, return receipt requested, postage prepaid and addressed as shown below. Any of the parties may, by notice given hereunder, designate additional or different addresses to which subsequent notices, certificates or communications shall be sent.

City: City of South San Francisco, Office of Planning
Post Office Box 711
South San Francisco, California 94083
Attention: Chief Planner

Owner: _____

13. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

[Signature page follows.]

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

CITY:

PROPERTY OWNER:

CITY OF SOUTH SAN FRANCISCO, a
California municipal corporation

By: _____
(Signature)

Name: _____
(Typed or Printed)

By: _____
(Signature)

Its: _____
(Title)

Name: _____
(Typed or Printed)

By: _____
(Signature)

Its: Chief Planner
(Title)

Name: _____
(Typed or Printed)

APPROVED AS TO FORM:

Its: _____
(Title)

By: _____
City Attorney

By: _____
(Signature)

Name: _____
(Typed or Printed)

Its: _____
(Title)

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 _____

County of _____

On the _____ 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.

Signature: _____

Name: _____

(Typed or Printed)

(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 _____

County of _____

On the _____ 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.

Signature: _____

Name: _____

(Typed or Printed)

(Seal)

EXHIBIT A

Property Description

EXHIBIT B

Proof of Ownership
(Affix copy of title)