



CITY OF PERRIS

DEVELOPMENT SERVICES DEPARTMENT PLANNING DIVISION

135 NORTH D STREET, PERRIS, CA 92570-2200

TEL: (951) 943-5003

DSPlanning@cityofperris.org

For Office Use Only

Case: _____

Date: _____

Received By: _____

Zoning: _____

ACCESSORY DWELLING UNIT (ADU) APPLICATION

(NEW DETACHED OR ATTACHED LIVING UNIT)

Project Address: _____ **Assessor's Parcel #:** _____

Size of Existing Home: _____ Square Footage of ADU: _____

Description of Proposed ADU Project: _____

Number of Proposed Bedrooms: _____ Existing Home on Sewer or Septic _____

Detached/Free Standing Unit: Unit Attached to Existing Home:

Applicant's Name: _____ **Phone Number:** _____

Contact Person: _____ **Email** _____

Mailing Address: _____
STREET CITY STATE ZIP

Property Owner's Information *if different than above:*

Name: _____ Phone Number: _____

Email _____

Mailing Address: _____
STREET CITY STATE ZIP

I certify that filing requirements have been satisfied for my application. I further understand that an incomplete application cannot be accepted for processing.

Applicant Signature: _____ **Date:** _____




Owner Signature: _____ **Date:** _____

A licensed contractor or the property owner will be required to sign for the Building Permit issued for this process. Please either provide a copy of the grant deed if you are the property owner or check the box that you will be utilizing a contractor for this project.

Owner Building (provide grant deed) Contractor

What is an ADU?

An Accessory Dwelling Unit (ADU) is a separate self-sustaining dwelling unit. It includes its own restroom, kitchen and at least 1 bedroom. It should have its own entrance to the exterior with no shared interior access to the primary home. The ADU shall match the exterior colors, materials, and architectural styling of the primary home and neighboring homes. A primary home must be constructed for an ADU to be built. Every lot is allowed to have an ADU as shown below or a JADU (separate application). This ADU can share utilities with the primary home or can have its own meters/utilities if requested.

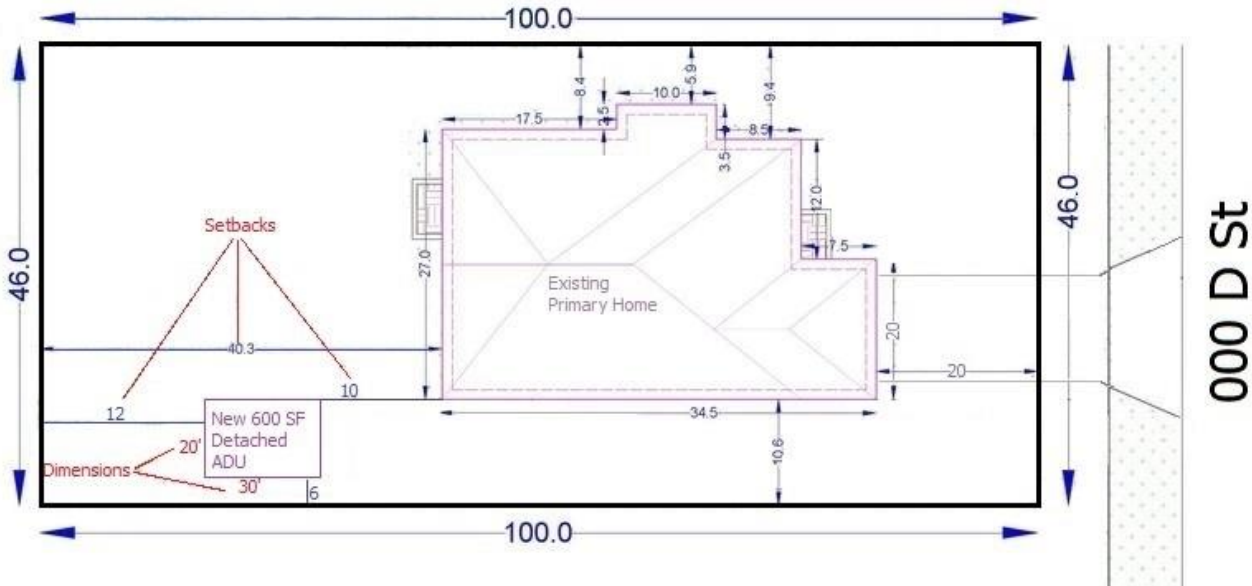
| SINGLE FAMILY Accessory Dwelling Unit Guidelines <i>(This applies to most homes/single family houses)</i> | Converted ADU  Located within the existing primary dwelling | Attached ADU  Shares a wall or portion of a wall with the primary dwelling or an existing accessory structure | Detached ADU  Located in a detached structure separate from the primary dwelling |
|---|---|--|--|
| Minimum Size | N/A | 320 square feet | 320 square feet |
| Maximum Size | N/A | • No more than 50% of the floor area of the primary dwelling unit AND • 850 square feet for studio and 1-bedroom units • 1,000 square feet for units with 2 or more bedrooms. | • 850 square feet for studio and 1-bedroom units • 1,200 square feet for units with 2 or more bedrooms or 75% of primary dwelling. |
| Maximum Height | N/A | Cannot exceed 16 ft or height of first floor ridgeline (whichever is less) | Cannot exceed 16 ft or height of first floor ridgeline (whichever is less) |
| Restroom type required | <u>Conventional</u> : Sink, Toilet, Tub/Shower | <u>Conventional</u> : Sink, Toilet, Tub/Shower | <u>Conventional</u> : Sink, Toilet, Tub/Shower |
| Kitchen type required | <u>Traditional kitchen</u> : Sink, refrigerator, cooking appliance and food preparation area | <u>Traditional kitchen</u> : Sink, refrigerator, cooking appliance and food preparation area | <u>Traditional kitchen</u> : Sink, refrigerator, cooking appliance and food preparation area |
| Setback requirements | N/A | Front: Zone requirement Rear & Side: 4ft | Front: Zone requirement Rear & Side: 4ft |
| Is additional onsite parking required? | No | 1 (unless exempt) | 1 (unless exempt) |
| Is a deed restriction required? | Yes, the attached ADU Covenant | Yes, the attached ADU Covenant | Yes, the attached ADU Covenant |
| Can the ADU be sold separately from the house? | No | No | No |
| Can the ADU be rented for short term rentals? | No, it can only be rented for periods of 30 days or more. | No, it can only be rented for periods of 30 days or more. | No, it can only be rented for periods of 30 days or more. |
| Are fire sprinklers required? | Required if the primary dwelling has sprinkler system | Required if the primary dwelling has sprinkler system | Required if the primary dwelling has sprinkler system |
| Is a separate entrance required? | Yes, a separate entrance from the exterior is required | Yes, a separate entrance from the exterior is required | Yes, a separate entrance from the exterior is required |
| Can I build two ADUs on my property? | Only 1 JADU and 1 ADU are allowed per property. | Only 1 JADU and 1 ADU are allowed per property. | Only 1 JADU and 1 ADU are allowed per property. |

Applicant Confirmation

Required Items for Complete ADU Submittal

| | |
|-------------|---|
| # of copies | |
| 1 | Completed/Signed Application and Filing fee of \$108.45 Provide a completed copy of this application with all required fields completed and signed. A copy of the grant deed or county taxes. A check sent via mail, or a credit card / check physically paid in the Planning office is required for payment. |
| 1 | Digital copy of all plans (CD/USB/Email) Provide a digital copy (PDF) of all project files. |
| 1 | Site Plan Showing location of proposed JADU in relation to the existing primary home. Sample below. Must Include: <ul style="list-style-type: none"> • Address • Assessor's Parcel Number (APN) • Square footage of Primary Home • Square footage of Proposed JADU • Legal description • North Arrow • Scale of the plans • Contact information for applicant, owner, and engineer/contractor. |
| 1 | Floor Plan Indicating the proposed interior layout of the JADU. Must be dimensioned and indicate: <ul style="list-style-type: none"> • Restrooms • Exits • Doors • Hallways • Patios • Stairs • Closets • Bedrooms • Kitchen, etc. |
| 1 | Proposed Elevations (Colored elevations are required to show matching color/materials as existing home) |
| 1 | Completed Covenant and Restrictions form Completion of form attached to end of this application |

| | | | |
|---|--|---|---|
| <p>SAMPLE SITE PLAN</p> <p>APN: 000-000-000 Legal Description: XXXXXXXX</p> | <p>Address: 000 D Street City State Zip: Perris, CA 92570 County: Riverside Purpose of Site Plan: ADU SCALE:</p>  | <p>Owner: City of Perris 000 D St Perris CA 92570</p> <p>Engineer: City Engineering Co. engineer@test.com Lic # XXXXXX Phone #XXX-XXXX</p> |  |
|---|--|---|---|



When owner & applicant are different, with the exception of licensed contractors, notarization shall be required.

Authorization to Act on Behalf of Owner

Date: _____

City of Perris
135 N. 'D' Street
Perris, CA 92570

To Whom It May Concern:

I am the owner of the property at (street address):

The following work will be performed at this address (description of work):

I authorize (print name) _____ to act as my agent to obtain necessary permits for the work described above.



Furthermore, I agree to defend, indemnify, and hold the City of Perris, its elected officials, officers, directors, employees, agents, and volunteers harmless from and against any and all loss, liability, or damages, including reasonable attorneys' fees and/or court costs, arising out of the performance of this contract, except for the sole negligence of the City of Perris, its elected officials, officers, directors, employees, agents, and volunteers.

(property owner signature) To be Verified by Notary

(property owner printed name)

NOTE: If the property is a part of a corporation a list of authorized corporate officers must be provided.

Only required if an agent is working on behalf of the owner. Additional notary acknowledgement form must be attached for this form if used.

| MULTI FAMILY Accessory Dwelling Unit Guidelines <i>(This applies to duplex, triplex, apartments)</i> | Converted Multi-Family ADU  Interior conversion of some portion of a multi-family dwelling | Detached Multi-Family ADU  Located in a detached structure separate from the multi-family dwelling |
|--|---|--|
| Number of Units | At least one ADU is allowed. No more than 25% of the total units. | Two ADU's Maximum. |
| Minimum Size | 320 square feet | 320 square feet |
| Maximum Size | No greater than 25% of the total units | <ul style="list-style-type: none"> • 850 square feet for studio and 1-bedroom units • 1,000 square feet for units with 2 or more bedrooms |
| Maximum Height | N/A | Cannot exceed 16 ft or height of first floor ridgeline (whichever is less) |
| Restroom type required | <u>Conventional</u> : Sink, Toilet, Tub/Shower | <u>Conventional</u> : Sink, Toilet, Tub/Shower |
| Kitchen type required | <u>Traditional kitchen</u> : Sink, refrigerator, cooking appliance and food preparation area | <u>Traditional kitchen</u> : Sink, refrigerator, cooking appliance and food preparation area |
| Setback requirements | N/A | Front: Zone requirement Side: 4ft Rear: 4ft |
| Extra Parking | None Required <i>(Requested to have 1 additional per ADU if possible)</i> | 1 required per ADU |

Covenant and Restrictions: Prior to issuance of a building and/or grading permit for an ADU, the property owner shall record a covenant with the County Recorder's Office, the form and content of which is satisfactory to the City Attorney. This deed restriction shall remain in effect so long as the ADU and/or junior accessory unit remains on the lot. The deed restriction document shall notify future owners of the following:

- a. Prohibition on the separate conveyance of the property,
- b. Approved size and attributes of the units or units,
- c. Restrictions on short-term rentals, and
- d. One unit on the property must be owner-occupied when a ADU is on the site.

A copy of this Covenant is provided. This will need to be completed and notarized. This covenant will then be processed by the City and sent to the County Recorder's Office for recordation.

A wet signed original copy of all covenant documents including the notary documents is required.

Your grant deed or copy of your Riverside County property taxes has the legal description required for the covenant. EX: 310123456 LOT 10 BLK 10 MB 000/120 SD MAP OF TOWN OF PERRIS

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

City of Perris
101 N D St
Perris, CA 92570
Attn: Planning Division

APN _____

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

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

This RESTRICTIVE USE COVENANT AGREEMENT ("**Agreement**") is made this _____ day of _____, 20__ by _____ ("**Owner(s)**") in favor of the City of Perris, a municipal corporation ("**City**").

RECITALS

- A. Owner(s) owns that certain residential real property located at _____, in the City of Perris, County of Riverside, State of California, and more particularly described on Exhibit "A" attached hereto ("**Property**").
- B. Owner(s) has applied to the City to build and maintain an accessory dwelling unit ("**ADU**") on the Property in conformance with the Perris Municipal Code and applicable state law, including, but not limited to, Government Code Section 65852.2.
- C. Pursuant to Section 19.81.130 of the Perris Municipal Code, Owner(s) is required to record a deed restriction on the Property, limiting the use of the Property in accordance with state law and the Perris Municipal Code.
- D. City is granting the building and/or grading permit(s) for the ADU in material reliance on this Agreement.

NOW, THEREFORE, in accordance with the Perris Municipal Code requirements and as material consideration to the City to approve the ADU and issue building and/or grading permits, Owner(s) 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 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 Riverside County (“**Official Records**”) and shall continue in full force and effect until terminated in accordance with Section 6 below. Owner(s) 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(s) represents and warrants to the City that, as of the Effective Date, Owner(s) 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(s) covenants and agrees as follows:
 - (a) Owner(s) shall maintain the ADU in accordance with the applicable standards set forth in the Perris Municipal Code and applicable state law including, but not limited to, Government Code Sections 65852.2. In the event the Perris Municipal Code is preempted by, or in conflict with state law, then state law shall govern.
 - (b) The ADU may not be rented for a term of less than 30 consecutive days.
5. **Runs with the Land.** This Agreement shall run with and burden the Property and all future owners, tenants, and occupants of the Property, and shall run in favor of the City in gross as a covenant and equitable servitude and shall benefit all real property owned by the City from time to time.
6. **Release of Covenant.** Provided Owner(s) is not in default of this Agreement, Owner(s) may request that this Agreement be released by sending written notice to City requesting the release and verifying that the ADU has been removed from the Property in accordance with applicable permits. City shall be entitled to enter the Property to confirm that the ADU 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(s) violates this Agreement, City may provide written notice of breach and demand that Owner(s) remedy the breach within thirty (30) days of receipt of the notice (“**Default Notice**”). If Owner(s) 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(s) that Owner(s) immediately, at Owner’s sole cost and

expense, restore the Property to its original condition prior to the construction of the ADU pursuant to (i) directions from the Perris Planning Division and (ii) applicable permits which Owner(s) must obtain from the City ("**Removal Demand Notice**"). The restoration shall be promptly commenced and diligently prosecuted to completion within ninety (90) days of Owner's receipt of the Removal Demand Notice. If Owner(s) fails to comply with the Removal Demand Notice, City shall have the right, but not the obligation, to enter the Property and remove the ADU and Owner(s) 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.

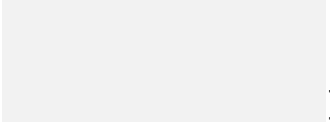
8. Lender Protection. Owner's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render void or invalid the lien of any mortgage, deed of trust or other security interest encumbering the Property made in good faith and for value but, unless otherwise provided 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. 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.

10. 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: City of Perris
101 N D St
Perris, CA 92570
Attn: Planning Division

With Copy to: City of Perris
101 N D St
Perris, CA 92570
Attn: City Attorney

Owner(s) (Address): ]

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.

11. **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 Riverside 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.

[SIGNATURES ON FOLLOWING PAGE]

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

City

Owner(s)

CITY OF PERRIS,
a municipal corporation

By: _____
Clara Miramontes
City Manager

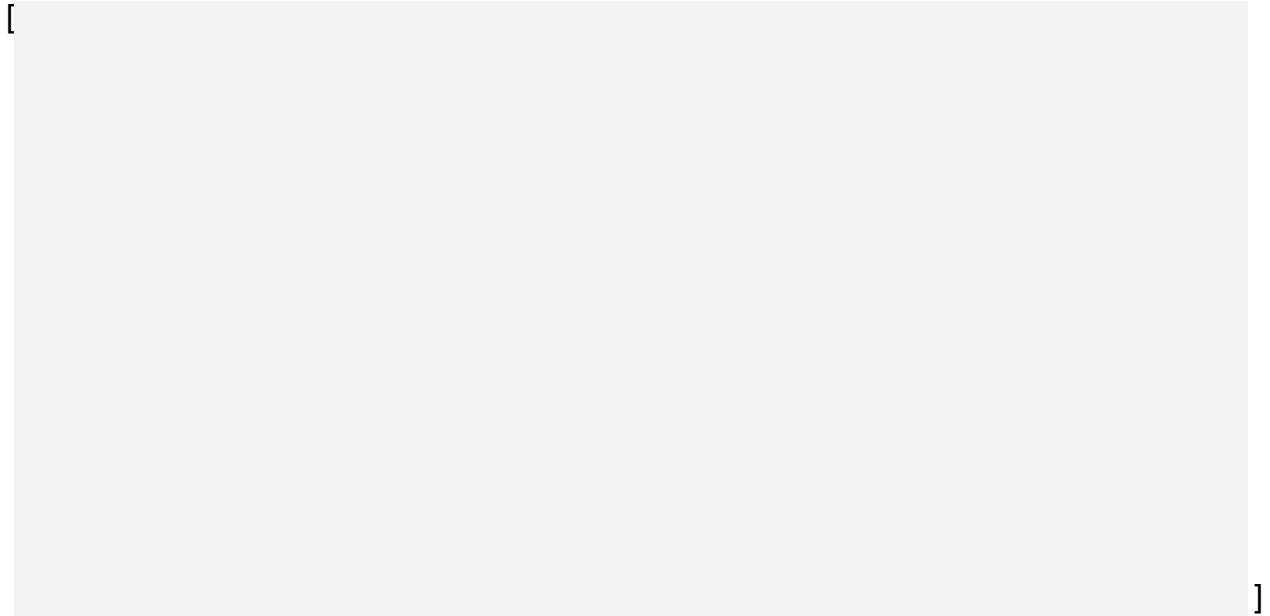
ATTEST:

By: _____
Nancy Salazar
City Clerk

EXHIBIT A

PROPERTY DESCRIPTION

That certain real property in City of Perris, County of Riverside, State of California, legally described as follows:



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 _____, 20__ 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:

