

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

[Space Above Line For Recorder’s Use]

Recording Fee: Exempt pursuant to California Government Code Section 27383

DRAFT – APPLICANT TEMPLATE

**COVENANT AND AGREEMENT
(Accessory Dwelling Unit (“ADU”))**

This covenant and agreement is made and entered into as of the ___ day of _____, 20____, [CITY to complete] by and among the undersigned, _____ [OWNER(S) to complete: insert full names of Owner(s) and their legal statuses – e.g., LLC; if an individual, state full name of individual] (the “Owner”), and the City of Agoura Hills, a municipal corporation (the “City”), with respect to the following facts:

RECITALS:

A. The Owner represents and warrants that Owner is the record owner of the real property (the “Property”) located in the City of Agoura Hills, County of Los Angeles, State of California, particularly and legally described as follows:

- *Street Address:* _____ [OWNER to complete]
- *Los Angeles County Assessor’s Identification Number(s):* _____ [OWNER to complete]
- *Legal Description:* See Exhibit A, attached hereto. [OWNER: attach the legal description, prepared by a licensed surveyor, as “Exhibit A” to this document]

B. The Property is zoned _____ [CITY to complete] as shown on the City’s Zoning Map and is currently developed with one single-family residence. There is no existing Accessory Dwelling Unit (ADU) on the Property. Pursuant to the applicable provisions of the Agoura Hills Municipal Code, the use of the Property is limited to residential purposes. Pursuant to the City’s ADU Ordinance, Agoura Hills Municipal Code Section 9283.1, an ADU is only permitted where it is accessory to a single-family residential use.

C. The Owner has applied to the City for a permit to

[OWNER to complete: note whether the permit is to construct an (attached or detached) ADU OR convert an existing structure to an (attached or detached) ADU] on the Property pursuant to Agoura Hills Municipal Code Section 9283.1.

D. The ADU may be rented as an independent living facility separate and apart from the primary dwelling unit on the Property. However, the ADU shall not be sold or otherwise conveyed separately from the primary dwelling unit and shall not be rented for a period of less than 31 consecutive days.

E. The Owner is required to record this covenant as a condition of the issuance of a building permit for an ADU pursuant to Agoura Hills Municipal Code Section 9283.1.

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 _____ **[OWNER to complete: insert name of street fronting the Property]**, the sidewalks around it, and the City's other public property, as follows:

1. The Owner shall construct the ADU in substantial compliance with the plans submitted to and approved by the City's Planning Department attached hereto as Exhibit B (the "Plans"). The Owner and all Successors shall maintain the ADU and the property in accordance with all applicable ADU requirements and standards.

2. The ADU shall not be sold or otherwise conveyed separately from the primary dwelling unit on the Property.

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

4. The ADU may not be rented for a period of less than 31 consecutive days.

5. The ADU shall not exceed a maximum size of _____ **[CITY to complete]** square feet as shown on the Plans.

6. The Owner shall provide at all times the number of parking spaces shown on the approved Plans for the ADU. Said parking space(s) shall be located substantially in the location(s) shown on the Plans.

7. It is the intention hereof that this covenant and agreement shall constitute a covenant running with the land owned by the Owner. 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 Agoura Hills Municipal Code, Article I, Chapter 2 and Article IX, Chapter 8, Part 5.

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 ADU 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 covenant and agreement shall remain in effect until (a) released in writing by the authority of the City Planning Director, upon submittal of a request, applicable fees and evidence to the satisfaction of the City Planning Director 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.

10. 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.

11. This covenant and agreement shall be recorded in the office of the County Recorder for the County of Los Angeles.

CITY OF AGOURA HILLS:

OWNER:

[Print Name]

Name:
Title: City Manager

By: _____

Title:

[Print Name]

By: _____

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

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, _____,
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)

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, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
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Signature _____

(Seal)

EXHIBIT "A"

Legal Description of Property

EXHIBIT “B”

Plans