

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA 90210-4817

[Space Above Line For Recorder's Use]

Recording Fee: Exempt pursuant to California
Government Code Section 27383

COVENANT AND AGREEMENT
(Second Unit)

This covenant and agreement is made and entered into as of the ___ day of _____,
200__, by and among the undersigned, _____

_____, *[insert names of all
record owners]* a _____ *[properly describe
the record owner's legal status, e.g., a corporation, a partnership, a trust, etc.]* (the "Owner"),
and the City of Beverly Hills, a municipal corporation (the "City"), with respect to the following
facts:

RECITALS:

A. The Owner hereby represents and warrants that Owner is the record owner of the
following described real property (the "Property") generally located at _____
_____ *[street address of the Property]* in the City of Beverly
Hills, County of Los Angeles, State of California, identified by Los Angeles County Assessor's
Parcel Number(s) _____ *[fill in APN(s) for the
Property]* and more particularly and legally described as follows:

[fill in legal description]

B. The Property is Zoned R-1 (Single-Family Residential) and is currently developed
with _____ *[describe existing
development, including number of kitchens]*. Pursuant to the applicable provisions of the
Beverly Hills Municipal Code, the use of the Property is limited to single-family residential
purposes.

C. The Owner has made application to the City for a permit to construct a second unit on the Property pursuant to Section 10-3.409 of the Beverly Hills Municipal Code.

D. The second unit may be rented as an independent living facility separate and apart from the primary dwelling unit on the Property. However, the second unit may not be sold, transferred or assigned separately from the primary dwelling unit.

E. The Owner is required to record this covenant as a condition precedent to the issuance of the building permit for the second unit pursuant to Section 10-3.409 of the Beverly Hills 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 _____ ***[fill in name of street fronting the Property]***, the sidewalks around it, the City's other public property, and the Property, as follows:

1. The Owner shall construct the second unit in substantial compliance with the plans submitted to and reviewed by the City of Beverly Hills Building and Safety Division of the Department of Community Development on _____, 200__ ***[fill in date reviewed]***.

2. The Property is zoned R-1 (Single Family Residential). In accordance with the requirements of Section 10-3.409 of the Beverly Hills Municipal Code, the second unit may not be sold, transferred or assigned separately from the primary dwelling unit on the Property.

3. The second unit may not exceed a maximum size of _____ square feet as shown on the plans on file with the Building and Safety Division of the Department of Community Development.

4. The Owner shall provide at all times _____ (____) on-site parking space(s) for the second unit. Said parking space(s) shall be located outside the required front yard setback for the Property substantially in the location(s) shown on the site plan attached hereto as Exhibit "A" and incorporated herein by this reference.

5. 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.

6. The Owner shall indemnify, hold harmless and defend City, 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 a second unit 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, or any other person.

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

8. Should 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.

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

- Signatures Begin on Next Page -

Executed this _____ day of _____, 200 __.

CITY OF BEVERLY HILLS:

OWNER:

Approved as to content:

_____*
[Name of Owner]

Vincent P. Bertoni, AICP
Director of Community Development

By: _____*
Name:
Title:

By: _____*
Name:
Title:

Approved as to form:

Laurence S. Wiener
City Attorney

***/Attach ALL PURPOSE ACKNOWLEDGMENT**

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

EXHIBIT "A"

SITE PLAN

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