

RECORDING REQUESTED BY AND MAIL TO:

CITY OF ROLLING HILLS ESTATES  
4045 Palos Verdes Drive North  
Rolling Hills Estates, CA 90274

Attn: Community Development Department

Recorded for the benefit of the City of Rolling Hills Estates.  
No fee required. Government Code § 27383

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Assessor Parcel No. \_\_\_\_\_

File No. \_\_\_\_\_

**ACCESSORY DWELLING UNIT  
COVENANT AND AGREEMENT  
RESTRICTING RESIDENTIAL USE OF PROPERTY**

This Covenant and Agreement is made by the undersigned owner(s) (collectively "Owner") of the hereinafter-described real property ("Property") for the benefit of the City of Rolling Hills Estates, a California municipal corporation ("City").

**RECITALS**

- A. Owner certifies that I am (we are) the owner(s) of the following described Property located in the City of Rolling Hills Estates, County of Los Angeles, State of California more particularly described as follows (insert legal description or attach as an exhibit if lengthy):
- B. The Property is commonly known as: (street address)  
\_\_\_\_\_, Rolling Hills Estates, California 90274.
- C. Owner has applied to the City for the issuance of a building permit to construct a second residential unit ("Accessory Dwelling Unit") on the Property.
- D. Under Section 17.56.120 of Chapter 17.56 of the Rolling Hills Estates Municipal Code, and before issuance of a building permit for the Accessory Dwelling Unit, the Owner must file with the county recorder a declaration of restrictions.
- E. The Accessory Dwelling Unit will be located and constructed on the Property as shown on *Exhibit A*.

**COVENANTS**

In consideration of the City approving the application for an Accessory Dwelling Unit under Chapter 17.56 of the Rolling Hills Estates Municipal Code and issuing a building permit, Owner covenants and agrees to restrict the use of Owner's Property as follows:

- 1 The Accessory Dwelling Unit may not be used for short-term vacation rentals of thirty days or less.

2. The Accessory Dwelling Unit may not be sold separately from the primary dwelling.

Owner further acknowledges and agrees that if Owner breaches any of the covenants set forth above, the City has the right to enforce the provisions of this Covenant and Agreement and will be entitled to the remedy of injunctive relief in addition to any other remedy. In the event Owner, or any successors in interest, fails to perform any obligation hereunder, they agree to pay all costs and expenses incurred by City in securing performance of such obligation, including reasonable attorney's fees.

This Covenant and Agreement runs with the land and is binding upon Owner and any successor in interest to Owner until the Property is released from the Accessory Dwelling Unit restrictions placed on the Property by either an amendment to Chapter 17.56 of the Rolling Hills Estates Municipal Code or an instrument releasing the Property from the burdens of this Covenant and Agreement is recorded by the City.

The undersigned Owner requests that this Covenant and Agreement be recorded in the office of the Los Angeles County Recorder.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, under penalty of perjury of the laws of the State of California.

**OWNER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type name of Owner)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type name of Owner)

**NOTE: SIGNATURES MUST BE NOTARIZED.**

**ACKNOWLEDGEMENTS**

**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 LOS ANGELES

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ (Property owner), who proved to be on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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)

\_\_\_\_\_  
Date

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ (Property owner, if more then one owner), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
(Seal)

\_\_\_\_\_  
Date