



INSTRUCTION FOR COVENANT & AGREEMENT FORM

SAN LUIS OBISPO COUNTY DEPARTMENT OF PLANNING AND BUILDING
976 OSOS STREET ♦ ROOM 200 ♦ SAN LUIS OBISPO ♦ CALIFORNIA 93408 ♦ (805) 781-5600

Promoting the Wise Use of Land ♦ Helping to Build Great Communities

Instructions for completing the Covenant and Agreement Form

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1. **APN # - ASSESSOR'S PARCEL NUMBER:** Please use your current deed, title report or tax information to obtain this number. This number is different than the Recorder's Number. Please fill in this number at the top of every page.
2. **FILE NUMBER:** Please fill in your Building Permit application number. This number can be found on your holds sheet or fee estimate which was given to you at time of application. Please fill in this number at the top of every page.
3. Please fill in the date and print the owner's name.
4. Please fill in your property's lot or parcel number and tract or parcel map number. Include the book and page numbers. This information can be found on your current deed or title report and must be filled out on the application as it appears in these documents.
5. The Notary Public needs to fill in this portion.
6. Please fill in the Assessor's Parcel Number and Building Permit application number.

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7. Please fill in the street address of the site.
8. Please fill in the Assessor's Parcel number and Building Permit application number.

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9. Please sign and print your name in the owner section in the presence of the Notary Public.

APN(S): _____

FILE NO: _____

COVENANT AND AGREEMENT
RESTRICTING RESIDENTIAL USE OF PROPERTY
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NOW THEREFORE, in consideration of the County of San Luis Obispo issuing the above Building Permit and approving the accompanying land use permit pursuant to San Luis Obispo County Code Section 22.08.036 or 23.08.036 and conducting a final building inspection allowing occupancy of a second residential unit on Owner's Property located at _____, the undersigned Owner does hereby covenant and agree to and with said County, to restrict the use of Owner's Property (including one of the two residential units located thereon) as follows:

- (1) Owner agrees to occupy one of the residential units located on Owner's Property as his primary residence. Failure to meet this requirement by Owner, or any successor in interest of Owner, will subject the secondary unit to abatement by the County pursuant to the provisions of the San Luis Obispo County Code. The remedy of abatement provided herein shall be in addition to, and not exclusive of, the other remedies set forth below.
- (2) Owner agrees to not sell or transfer (other than lease) or offer or contract to sell or transfer (other than lease) any portion of the Owner's Property on which is located one of the residential units without first complying with the provisions of the Subdivision Map Act of the State of California (commencing with Government Code Sections 66410, et seq.) and Title 21 of the San Luis Obispo County Code; provided, however, that a sale or transfer or offer or contract to sell or transfer all of Owner's Property (including both residential units located thereon) shall not be a violation of the provisions of this paragraph.
- (3) Owner agrees to not use or transfer any portion of Owner's Property to secure financing without first complying with the provisions of the Subdivision Map Act of the State of California (commencing with Government Code Sections 66410, et seq.) and Title 21 of the San Luis Obispo County Code; provided, however, that the financing of a second residential unit shall not be a violation of the provisions of this paragraph.

This covenant and agreement shall run with the land and shall be binding upon the Owner, any future owners, their successors, heirs or assigns and shall continue in effect so long as both residential units located on Owner's Property remain on said property or until this covenant and agreement is cancelled by the authority of the County of San Luis Obispo. Cancellation shall be effective only upon recordation in the office of the San Luis Obispo County Recorder of a Notice of Cancellation of this covenant and agreement duly approved and signed by all parties hereto including the Board of Supervisors of the County of San Luis Obispo, or their successors in interest. The Owner agrees to notify all prospective purchasers or transferees of Owner's Property of the restrictions contained herein and to include such restrictions as deed restrictions running with the land in any future deed conveying Owner's Property. This agreement shall be entitled to the remedy of injunctive relief in addition to any other remedy in law or equity.

This covenant and agreement and the provisions hereof are irrevocable and non-modifiable except by the written consent of all parties to this agreement, including the County of San Luis Obispo. The County of San Luis Obispo shall have the right to enforce each and every provision hereof and the parties agree that this agreement shall not be rescinded, revoked, modified or otherwise amended or changed, without the express written consent of the Board of Supervisors of the County first obtained.

The Owner, and his successors in interest, agree to defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this agreement, including, but not limited to, inverse condemnation, equitable relief, or any wrongful act or any negligent act or omission to act on the part of the Owner or of agents, employees or independent contractors directly responsible to the Owner; providing further that the foregoing obligations to defend, indemnity and save harmless shall apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by the Owner, the Owner's agents, employees, or independent contractor and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Owner to indemnify the County against any responsibility or liability as may be caused by the sole negligence or willful misconduct of County or its officers, agents, employees or independent contractors.

APN(S): _____

FILE NO: _____

COVENANT AND AGREEMENT
RESTRICTING RESIDENTIAL USE OF PROPERTY
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In the event the Owner, his heirs, assigns or, successors in interest, shall fail to perform any obligation hereunder, they hereby agree to pay all costs and expenses incurred by County in securing performance of such obligation, including reasonable attorney's fees.

Invalidation of any one of the restrictions contained herein by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

The undersigned Owner requests that this covenant and agreement be recorded in the office of the San Luis Obispo County Recorder.

IN WITNESS WHEREOF, the Owner has executed this agreement as of the day and year first above written.

OWNER:

SIGNATURE

PRINT NAME

SIGNATURE

PRINT NAME

SIGNATURE

PRINT NAME

SIGNATURE

PRINT NAME