Recorded at the request of and mail to:
COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF REDONDO BEACH
415 DIAMOND STREET
REDONDO BEACH, CALIFORNIA 90277

DATE OF RECORDING: SPACE ABOVE THIS LINE FOR RECORDER’S USE

TITLE(S)
DEED RESTRICTION AND COVENANT
DEED RESTRICTION AND COVENANT

WHEREAS, __________________________ () is the recorded owner of a parcel of real property in the City of Redondo Beach, County of Los Angeles, State of California, commonly known as ____________________ ______, Redondo Beach, California, as shown and legally described on Exhibits of Certificate of Compliance,

WHEREAS, the property is zoned Single-Family Residential (R-1);

WHEREAS, the Owner(s), desire(s) to effectuate an urban lot split on the Property and request(s) a Certificate of Compliance, in conformance with California Government Code Section 66411.7;

WHEREAS, the Owner(s) is/are executing this Deed Restriction and Covenant to memorialize and acknowledge his understanding of the requirements for effectuating an urban lot split on the property;

WHEREAS, Owner(s) shall be responsible for all related costs incurred for recordation of this Certificate of Compliance and shall provide proof of evidence of recording when requested by and to the satisfaction of the City of Redondo Beach. Building permits and/or final occupancy can be held by City if necessary if proof of evidence has not been provided.

NOW, THEREFORE, in consideration of the foregoing, the Owner declares, covenant, and agrees, by and for him, his heirs, executors and assigns, and all persons claiming under or through him or her, that the property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the covenants and restrictions hereinafter set forth, which covenants are established expressly and exclusively for the use and benefit of the property.

TERMS AND CONDITIONS

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Compliance with Law. The property is formed by an urban lot split and is therefore subject to the city’s urban lot split regulations, including all applicable limits on dwelling size and development. Owner shall maintain a maximum of two dwelling units on the Property as a two-unit project in accordance with the applicable standards set forth in the Redondo Beach Municipal Code Section 10-2.505 and applicable state law including, but not limited to, Government Code section 66411.7, as each may be amended. In the event the Redondo Beach Municipal Code is preempted by, or in conflict with state law, then state law shall govern.

2. Occupancy. Owner(s) agree(s) that, and intends to occupy or a minimum time period of three (3) years after recordation of the Certificate, one of the primary residences as an owner-occupant as permitted by the Redondo Beach Municipal Code or applicable state law.

3. Rental. Rental of the primary residence (and/or accessory dwelling unit) shall be for a minimum period of thirty days.
4. **Residential Use Only.** The primary residence (and/or accessory dwelling unit) shall only be used as a residential dwelling unit. Non-residential use of the lots created by the urban lot split is expressly prohibited.

5. **No Separate Conveyance.** Any separate conveyance of a primary dwelling on the property, any separate fee interest, and any common interest development within the lot is expressly prohibited.

6. **Indemnification and Release.** In exchange for the City’s issuance and/or adoption of the Certificate of Compliance and other permits and approvals for the Urban Lot Split and Two Unit project (“Project Approvals”), the Owner(s) agree(s) to save, keep, indemnify, hold harmless and defend the City of Redondo Beach (with counsel of City’s choice), and its appointed and elected officials, officers, employees, and agents (collectively “City”), from every claim or demand brought seeking to overturn the Project Approvals, whether under the California Environmental Quality Act (“CEQA”), the Government Code, Redondo Beach Municipal Code or City Charter, the California Public Records Act related to document requests associated with the Project, or other state or local law, including attorney’s fees and costs, and any attorneys’ fees or costs which may be awarded to any person or party challenging the Project Approvals on any grounds. In order to limit the cost of its defense and indemnification under this condition, in the event of any such claim or demand, if and when requested to do so in writing by the Owner, City agrees to rescind the challenged Project Approvals. Applicant shall still be responsible for indemnification, consistent with this section, for any such fees and costs incurred before such a rescission, including any subsequent awards ordered by a court of competent jurisdiction for actions that occurred before such a rescission.

The undersigned hereby certify that I/we am/are the owner(s) of real property located in the City of Redondo Beach, State of California that is shown and legally described on Exhibits of Certificate of Compliance.

IN WITNESS WHEREOF, the undersigned have executed this Deed Restriction and Covenant as the date first written above.

Owner’s Name(s): ___________________________ _________________________
(Please type or print) (Please type or print)

Owner’s Signature(s): ______________________ _________________________

Date this _______ day of ________________, 20_____

SIGNATURES MUST BE NOTARIZED

FOR DEPARTMENT USE ONLY

MUST BE APPROVED BY the Community Development Department prior to recording

APPROVED BY: ____________________________ Date: December 21, 2022
Community Development Director