

## COVENANT AND AGREEMENT FOR TWO UNIT DEVELOPMENTS (SB 9)

*When a property is developed with a Two-Unit Development (commonly known as SB 9 units), a Covenant and Agreement (Covenant) is required as specified in Brea City Code (BCC) Section 20.56.040.I. Outlined below is a list of steps necessary to record a Covenant. This checklist should be reviewed with a Planner at the Permit Counter and an unrecorded Covenant must be submitted with your plans. **A Covenant will not be accepted unless accompanied by plans submitted for Plan Check.***

- CONSULT A PLANNER:** Before initiating any work on a Two-Unit Developments, consult a planner to verify compliance with all applicable development standards established in the Zoning Code, (i.e. setbacks, height, size, etc.). Please note this consultation is not intended to cover any building requirements or design issues. It is recommended that you consult with those departments to ensure all other requirements will be met prior to recordation of a Covenant.
- COMPLETE COVENANT:** The Covenant form must be filled out completely. Provide all the requested information, including the legal description of the subject property. The information must be clear and legible in order to produce a readable photographic record. Signature of all property owners must be provided and notarized. (Refer to attached example.)
- COMMUNITY DEVELOPMENT DIRECTOR REVIEW:** When the above items have been completed, along with the notarization of Page One, the Covenant must then be submitted with your plans to the Planning Division. The packet will be reviewed all applicable City departments. Upon review and approval, the Community Development Director will sign the Covenant and affix a City-approved stamp. **Please do not record the Covenant without the Community Development Director's signature.**
- RECORDING A COVENANT WITH THE COUNTY:** Upon receiving the Community Development Director's stamp of approval, staff will inform the applicant that the packet is ready to be picked up for recording. The applicant must then go to any of the four Orange County Clerk-Recorder branch offices to record the Covenant (locations are provided on the back of this form). For locations, hours of service, or any other Clerk-Recorder questions, please call (714) 834-2500 or visit <http://www.ocrecorder.com>
- COPY OF COVENANT FOR FILE:** When the Covenant has been recorded, a copy shall be submitted back to the Planning Department for filing.

## Orange County Clerk-Recorder Branch Office Locations

### **North County Branch Office**

Wells Fargo Building/Parking  
222 S. Harbor Blvd., Suite 110  
Anaheim, CA 92805  
(714) 834-2500

### **South County Branch Office**

24031 El Toro Rd., Suite 150  
Laguna Hills, CA 92653  
(714) 834-2500

### **County Administration South**

601 N. Ross St.  
Santa Ana, CA 92701  
(714) 834-2500

RECORDING REQUESTED BY: ..... )  
: INSERT PROPERTY OWNERS ..... )  
: MAILING INFORMATION HERE ..... )  
: ..... )

AND WHEN RECORDED MAIL TO:  
: ..... )  
: COMMUNITY DEVELOPMENT ..... )  
: PLANNING DIVISION ..... )  
: 1 CIVIC CENTER CIR. ..... )  
: BREA, CA 92821 ..... )

Space for Recorders Use Only

**COVENANT AND AGREEMENT FOR TWO-UNIT DEVELOPMENT**

The undersigned hereby certify that they are the owners of the following described real property in the City of Brea, County of Orange, State of California:

LEGAL DESCRIPTION: : INSERT LEGAL DESCRIPTION OF PROPERTY HERE :  
.....  
.....

also known as: : INSERT PROPERTY ADDRESS HERE : Brea, CA: :  
.....

The above described real property contains a Two-Unit Development, consistent with the applicable definition in Brea City Code Section 20.00.070, and as shown in the Building Permit No. : INSERT BUILDING PERMIT NUMBER HERE :  
.....

The undersigned agree and covenant that such structure(s) shall be maintained in accordance with Brea City Code Section 20.56.040 including the following restrictions: (1) there shall not be any non-residential use of the property; (2) there shall not be any rental of a dwelling on the property for a period less than thirty (30) consecutive days; (3) there shall not be any separate conveyance of a primary dwelling on the property, any separate fee interest, and any other common interest development within the lot; (4) the property owner shall occupy one of the dwelling units on the property as the owner's primary residence and legal domicile; and (5) these restrictions shall run with the land and be binding upon the undersigned and all future owners, and lack of compliance may result in legal action against the property owner to compel compliance with the Brea City Code.

**PRINT NAME OF OWNER #1**  
Print Name of Property Owner

**PRINT NAME OF OWNER #2**  
Print Name of Property Owner

**PROPERTY OWNER #1**  
**SIGNATURE HERE**

**PROPERTY OWNER #2**  
**SIGNATURE HERE**

Signature of Property Owner

Signature of Property Owner

**INSERT DATE**

Dated

**INSERT DATE**

Dated

ACKNOWLEDGEMENT

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 Orange }

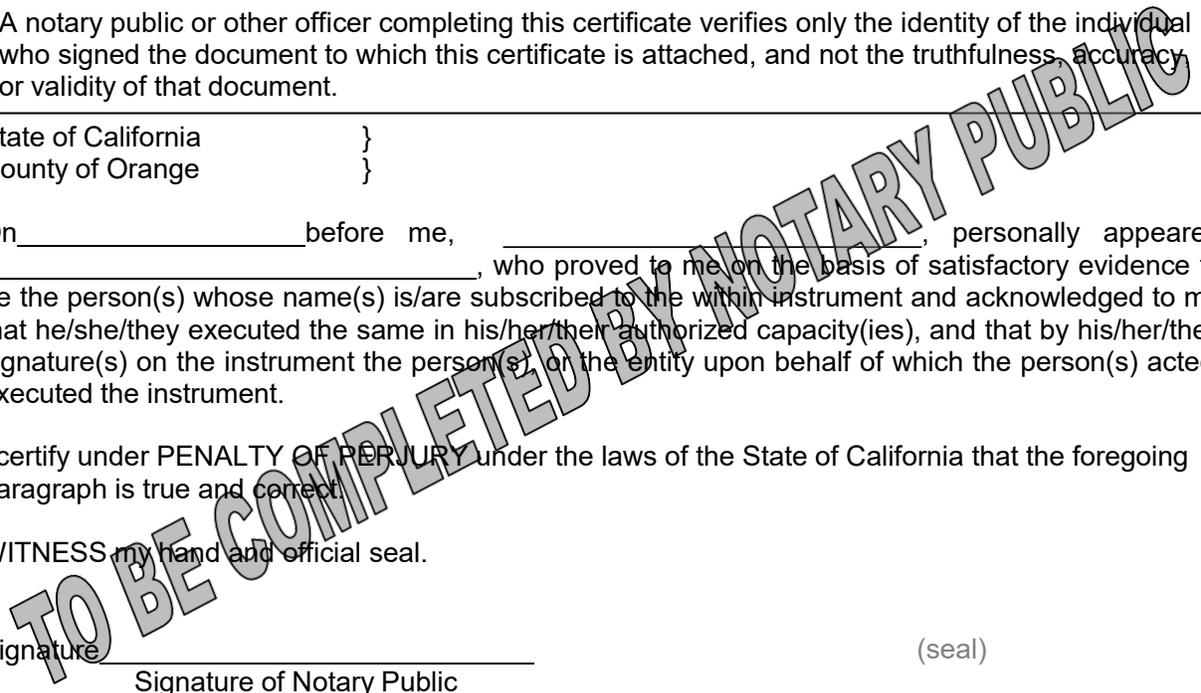
On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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 \_\_\_\_\_  
Signature of Notary Public

(seal)



DO NOT RECORD UNTIL PAGE 3 HAS BEEN COMPLETED BY THE CITY

FOR CITY OF BREA USE ONLY

Dated: _____	By: _____
Signature of Community Development Director or his/her designee	Print Name of Community Development Director or his/her designee

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.

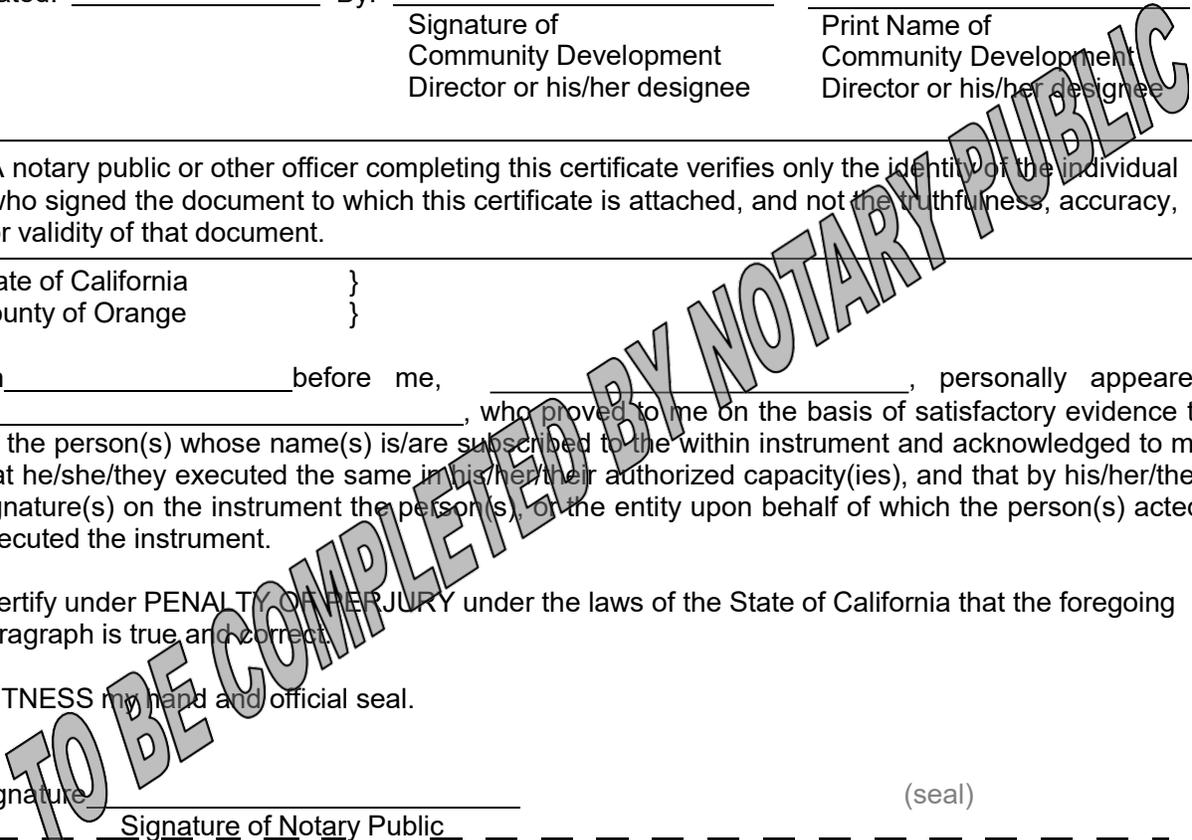
State of California                    }  
County of Orange                    }

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WITNESS my hand and official seal.

Signature \_\_\_\_\_ (seal)  
Signature of Notary Public



RECORDING REQUESTED BY: )

)

)

)

\_\_\_\_\_ )

AND WHEN RECORDED MAIL TO: )

Community Development Dept. )

Planning Division )

1 Civic Center Drive )

Brea, CA 92821 )

Space for Recorders Use Only

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\_\_\_\_\_

\_\_\_\_\_

also known as \_\_\_\_\_ Brea, CA. \_\_\_\_\_

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\_\_\_\_\_  
Print Name of Property Owner

\_\_\_\_\_  
Print Name of Property Owner

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated

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State of California }  
County of Orange }

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(seal)

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