

163446

WHEN RECORDED MAIL TO:

CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

MAY 12 1997

Recorded in Official Records
of Riverside County, California
Recorder

Fees \$

Project: Plan Check for
1327 Rosehill Drive
Riverside, California

FOR RECORDER'S OFFICE USE ONLY

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 10th day of MAY, 1997, by PAUL G KEAST and KATHLEEN L. KEAST, husband and wife (collectively, "Declarants"), with reference to the following facts:

A. Declarants are the fee owners of the following described real property ("the Property") situated in the City of Riverside, County of Riverside, State of California:

Lot 21 of Tract 7924-1, as shown by map on file in Book 93 of Maps at pages 88 through 93, inclusive, records of Riverside County, California.

B. The Property, known as 1327 Rosehill Drive, Riverside, California, is in the Single Family Residential Zone and is developed with a single-family residence. Declarants propose to build an accessory building on the Property which will include a living room or hobby room, a bedroom, a closet and a bathroom, and which will be used as a guest house

C. "Guest house" is defined by Section 19.04.165 of the Riverside Municipal Code to mean living quarters within an accessory building located on the same premises with the main building, for use by temporary guests of the occupants of the premises, having no kitchen, and not rented or otherwise used as a separate dwelling.

D. As a condition to the approval by the Planning Department of the City of Riverside of the plans for the accessory building, Declarants are required to record a covenant and agreement stating that the accessory building will not

contain a kitchen nor be used as a separate residence.

F. Declarant desires to record a covenant and agreement acceptable to the Planning Department of the City of Riverside which meets the above-referenced conditions and restricts the use of the Property for single-family residential so that the Property will not mistakenly be used for two dwelling units, for one primary dwelling unit and one auxiliary dwelling unit, or for commercial or business activity.

NOW, THEREFORE, for the purpose of complying with a condition of approval for the issuance of a building permit for the accessory building imposed by the Planning Department of the City of Riverside and restricting the use of the Property to single-family residential, Declarants hereby covenant and agree with the City of Riverside that the following restrictions shall apply to the Property:

1. The single-family house and the accessory building shall be used as one dwelling unit.

2. Neither the single-family house nor the accessory building shall be used as a separate dwelling unit or separate living quarters from the other.

3. Neither the existing house nor the accessory building shall be sold, rented or leased separately from the other.

4. No kitchen shall be permitted, maintained or installed in the accessory building.

5. Except as otherwise permitted by the provisions of Title 19 of the Riverside Municipal Code, no commercial or business activity shall be conducted on the Property.

6. The on-site covered parking required by Title 19 of the Riverside Municipal Code shall be maintained at all times.

7. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors and assigns. Should the City of Riverside bring an action to enforce any of the terms of this Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to court costs, including reasonable attorneys' fees.

8. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by the Planning Director of the City of Riverside, California, by a writing duly recorded.

IN WITNESS WHEREOF Declarants have caused this Covenant and

Agreement and Declaration of Restrictions to be executed the day and year first written above.

Paul G. Keast
PAUL G. KEAST

Kathleen L. Keast
KATHLEEN L. KEAST

Approved as to Content:

Richard E. Hartman
Planning Department

Approved as to Form:

[Signature]
Assistant City Attorney

State of California)
County of Riverside) ss

On May 10, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared

Paul G. Keast
Kathleen L. Keast

~~personally known to me~~ (or 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.

WITNESS my hand and official seal.

Candace L. Probst
Signature

