

WHEN RECORDED MAIL TO:

City Clerk  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

DOC # 2000-455599

11/15/2000 08:00A Fee:NC

Page 1 of 3

Recorded in Official Records  
County of Riverside

Gary L. Orso  
Assessor, County Clerk & Recorder



Project: VR-022-001  
4173 Rosewood Place  
Riverside, California 92506

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FOR RECORDER'S OFFICE USE ONLY

COVENANT AND AGREEMENT  
AND DECLARATION OF RESTRICTIONS

C  
LC

(SINGLE FAMILY DWELLING RESTRICTION)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 7 day of November, 2000, by **Christine L. Sharp**, a single woman ("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the real property (the "Property") situated in the City of Riverside, County of Riverside, State of California, described as follows:

Lot 19 of Westmoreland Court, Unit No. 2, as shown by Map on file in Book 16, Page(s) 5 of Maps, Records of Riverside County, California.

B. The Property, known as 4173 Rosewood Place, Riverside, California, is in the Single Family Residential ("R-1-65") Zone and is developed with a single family residence and an approximately 260 square-foot detached garage.

C. Declarant has applied to the City of Riverside for a variance and permit to expand the existing detached garage into a approximately 1,037 square-foot detached accessory building and garage.

D. As a condition of approval of the requested variance and the issuance of building permits, the City of Riverside is requiring Declarant to execute and record a covenant assuring that the accessory building will not be used for nor rented as a separate dwelling unit and prohibiting the installation or maintenance of kitchen facilities within the detached accessory building

E. Declarant is willing to record a covenant and agreement and declaration of restrictions

DISCREPANT CAR APPROVALS  
11,500  
Christine L. Sharp

("Covenant") prohibiting the accessory building from being rented or used as a second dwelling unit, prohibiting installation or maintenance of any kitchen facilities in the accessory building, and putting future owners on notice of such prohibitions.


NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City of Riverside for the approval of the requested variances and the granting of building permits, and restricting the use of the Property to that of a single-family house and an accessory building, Declarant hereby covenants and agrees 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. No kitchen facilities shall be permitted, maintained or installed in the accessory building.
3. Neither the accessory building nor the main residence shall be sold, rented or leased separately from the other.
4. The on-site covered parking required by Title 19 of the Riverside Municipal Code shall be maintained at all times.
5. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors or assigns. Should the City of Riverside bring an action to enforce the terms of the Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit.
6. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarant, her 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.

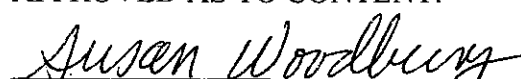
IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.

  
Christine L. Sharp

APPROVED AS TO FORM:

  
Assistant City Attorney

APPROVED AS TO CONTENT:

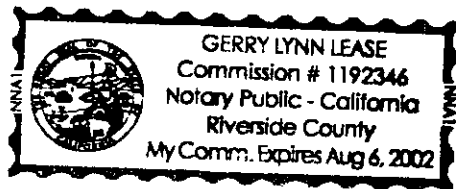
  
Planning Department



STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

On Nov 7, 2000, before me, Gerry Lynn Lease, the undersigned, a notary public in and for said State, personally appeared Christine A Sharp personally known to me (or 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/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Gerry Lynn Lease  
Notary Public



WHEN RECORDED MAIL TO:

City Clerk  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

Project: VR-026-001  
4327 Bandini Avenue  
Riverside, California 92506

DOC # 2000-458318

11/16/2000 08:00A Fee:NC

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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(6)

COVENANT AND AGREEMENT  
AND DECLARATION OF RESTRICTIONS

(SINGLE FAMILY DWELLING RESTRICTION)



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 13 day of Nov., 2000, by **ROBERT L. SCHRADER** and **LEA-JEAN SCHRADER**, husband and wife, ("Declarants"), with reference to the following facts:

DESCRIPTION APPROVAL 11/08/00  
K. Shroy  
for SURVEYOR, CITY OF RIVERSIDE

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

The Easterly rectangular one-half of Lot 15 of Brockton Place Subdivision as Shown by map on file in Book 9, Page 79 of Maps, Records of Riverside County, California.

B. The Property, known as 4327 Bandini Avenue, Riverside, California, is in the Single Family Residential ("R-1-65") Zone and is developed with a single family residence and an approximately 726 square-foot detached structure consisting of a garage and accessory building.

C. Declarants have applied to the City of Riverside for a permit to legalize the detached garage and accessory building and a variance to allow the accessory building to encroach three and one half (3 1/2) feet into the required side yard setback.

D. As a condition for issuance of building permits, the City of Riverside is requiring Declarants to execute and record a covenant assuring that the accessory building will not be used for nor rented as a second dwelling unit and prohibiting the installation or maintenance of kitchen facilities within the detached accessory structure.

E. Declarants are willing to record a covenant and agreement and declaration of restrictions

("Covenant") prohibiting the accessory building from being rented or used as a second dwelling unit, prohibiting installation or maintenance of any kitchen facilities in the accessory building, and putting future owners on notice of such prohibitions.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City of Riverside for the granting of building permits, and restricting the use of the Property to that of a single-family house and an accessory building, 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. No kitchen facilities shall be permitted, maintained or installed in the accessory building.
3. Neither the accessory building nor the main residence shall be sold, rented or leased separately from the other.
4. 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.
5. The on-site covered parking required by Title 19 of the Riverside Municipal Code shall be maintained at all times.
6. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors or assigns. Should the City of Riverside bring an action to enforce the terms of the Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit.
7. 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.

FURTHER, Declarants and each of them hereby represent and warrant that they have the legal power, right and actual authority to subject the Property to the restrictions, terms and conditions stated herein

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CLA 6915

IN WITNESS WHEREOF, Declarants have caused this Covenant and Agreement to be executed as of the day and year first written above.

*Robert L. Schrader*

Robert L. Schrader

*Lea-Jean Schrader*

Lea-Jean Schrader

APPROVED AS TO FORM:

*Granda L. Daniel*

Assistant City Attorney

APPROVED AS TO CONTENT:

*Susan Woodberry*

Planning Department

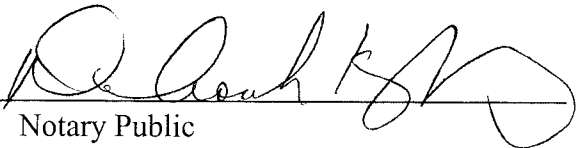


STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

On Nov. 13, 2000, before me, Deborah Kay Bagley, the undersigned, a notary public in and for said State, personally appeared Robert L. Schrader & Lea-Jean Schrader personally known to me (or 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/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
Notary Public

STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

On \_\_\_\_\_, 2000, before me, \_\_\_\_\_, the undersigned, a notary public in and for said State, personally appeared \_\_\_\_\_ personally known to me (or 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/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

