

343443

WHEN RECORDED MAIL TO:

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

Project: Building Permit
6990 Wyndham Hill Drive
Riverside, California

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

SEP - 2 1994

Recorded in Official Records
of Riverside County, California
Recorder
Fees \$

2027

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this *1st* day of *SEPTEMBER*, 1994, by ROBERT P. VONZABERN and BRENDA L. VONZABERN, husband and wife ("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 26 of Tract No. 22218, as shown by map on file in Book 239, pages 30 through 33 of Maps, records of Riverside County, California.

B. The Property, known as 6990 Wyndham Hill Drive, Riverside, California, is being developed with a single-family residence with an accessory building connected to the main residence by a breezeway. The accessory building is to contain a garage, recreation room and workshop. The recreation room will include a bathroom, a closet, and a bar containing a refrigerator and sink.

C. As the accessory building includes a separate living area, bathroom and bar, the City of Riverside as a condition to the issuance of the building permit is requiring Declarants to execute and record a Covenant and Agreement which places certain restrictions on the Property to ensure the single-family residential use of the Property so that the single-family residence and accessory building will not mistakenly be used as two dwelling units, as one primary dwelling unit and one auxiliary dwelling unit or for commercial or business activity.

NOW, THEREFORE, for the purposes of complying with a condition imposed by the City of Riverside for issuance of a building permit,

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

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

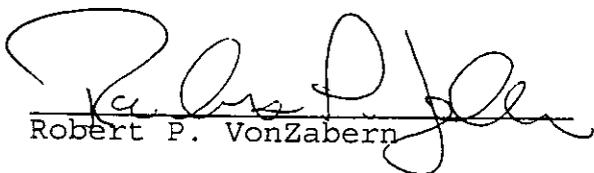
4. Except as otherwise permitted by the provisions of Title 19 of the Riverside Municipal Code, no commercial or business activity shall be conducted on the Property.

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 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.

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.

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

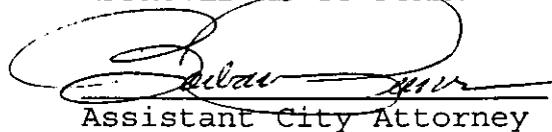

Robert P. VonZabern

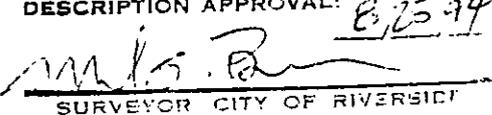

Brenda L. VonZabern

APPROVED AS TO CONTENT:


Planning Department

APPROVED AS TO FORM:


Assistant City Attorney

DESCRIPTION APPROVAL: 8/25/94

SURVEYOR CITY OF RIVERSIDE