

WHEN RECORDED MAIL TO:

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

Project: 7650 Whitegate Avenue
Riverside, California 92506

DOC # 2002-413792

07/29/2002 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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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 24th day of July, 2002, by SANTA ROSA DEVELOPERS LIMITED PARTNERSHIP, a California limited partnership ("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 2 of Tract Number 29612 in the City of Riverside, County of Riverside, State of California, on file in Book 304, Pages 58 and 59 of Maps, records of said county.

B. The Property, known as 7650 Whitegate Avenue, Riverside, California, is in the Single Family Residential ("R-1-130") Zone and is proposed to be developed with a single family residence, four car garage, and accessory building.

C. Declarant has applied to the City of Riverside for building permits for the construction of a single-story residence with a four car garage and an accessory living quarters containing approximately 750 square-feet, consisting of a bathroom, pool room, wet bar and garage.

D. "Accessory Living Quarters" is defined by Title 19 of the Riverside Municipal Code ("Zoning Code"), Section 19.04.020 to mean living quarters within an accessory building located on the same premises with the main building, such quarters having no kitchen facilities and not rented or otherwise used as a separate dwelling.

DESCRIPTION APPROVAL 7/24/02
Walter R. Joyce
SURVEYOR, CITY OF RIVERSIDE

E. As a condition for the issuance of the building permits for the Property, the City of Riverside ("City") is requiring Declarant to execute and record this Covenant and Agreement and Declaration of Restrictions ("Covenant") which places certain restrictions on the accessory living quarters to ensure the single-family residential use of the property. The Declarant desires to restrict the use of the Property to single-family residential and to put future owners on notice of the prohibition on the attached accessory living quarters from being rented or considered a separate dwelling unit, prohibiting installation or maintenance of any kitchen facilities in the attached accessory living quarters, and prohibiting the use of the accessory living quarters for commercial or business activity not authorized by Title 19 of the Riverside Municipal Code.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City for the granting of the variance and building permits, and restricting the use of the Property to single-family residential, Declarant hereby covenants and agrees with the City that the following restrictions shall apply to the Property:

1. The single-family residence and the accessory living quarters shall be used as one dwelling unit.
2. Neither building shall be used as a separate dwelling unit nor separate living quarters from the other.
3. No kitchen facilities shall be permitted, maintained or installed in the accessory living quarters.
4. Neither the attached accessory living quarters nor the main residence shall be sold, rented or leased separately from the other 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.

The terms of this Covenant may be enforced by the City, its successors or assigns. Should the City bring an action to enforce the terms of this Covenant, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit.

This Covenant shall run with the land and each and all of its terms shall be binding upon Declarant, its 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 to be executed as of the day and year first written above.

SANTA ROSA DEVELOPERS LIMITED PARTNERSHIP,
a California limited partnership

By: SANTA ROSA DEVELOPERS, INC., a California
corporation, its General Partner

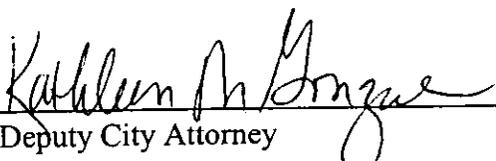


By Jeff Trosh
Its President

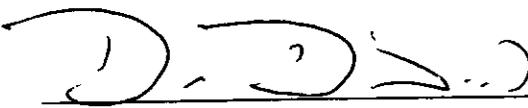
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APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Deputy City Attorney



Planning Department

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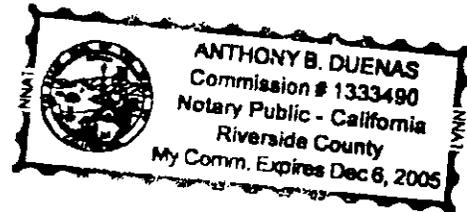
STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On July 24, 2002, before me, Anthony B. Duenas, the undersigned, a notary public in and for said State, personally appeared Jeff Troesh 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 she executed the same in her authorized capacity, and that by her 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



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