

2023-065046

10:03 am 12/08/2023 DR Fee: NO FEE

Count of Pages 7

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECORDING REQUESTED BY AND

WHEN RECORDED RETURN TO:

City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063
Attention: City Clerk

Exempt from recording fees pursuant to CA Gov. Code § 27386

DEED RESTRICTION

DECLARATION OF RESTRICTIVE COVENANTS FOR URBAN LOT SPLIT

6th This declaration of restrictive covenants for urban lot split ("Declaration") is executed on day of DEC., 20 23 by K&S Development, LLC ("Declarant").

RECITALS

WHEREAS, Declarant is the present owner of that certain real property located at 680 Hillcrest Road, in the City of Redwood City, County of San Mateo, State of California, which is further described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Government Code section 66411.7 authorizes division of land, ministerially, where such division meets the requirements set forth in Section 66411.7 of the Government Code; and

WHEREAS, on Nov. 27, 2023, the City approved the Declarant's application for a parcel map for a subdivision of the Property, subject to the terms and conditions of Section 66411.7 of the California Government Code (the "Ministerial Approval"); and

WHEREAS, this Declaration is being recorded in compliance with Section 66411.7 of the California Government Code; and

WHEREAS, this Agreement is the covenant recorded to satisfy the requirements of the Ministerial Approval.

NOW, THEREFORE, in consideration of the benefits received by the Declarant and the public purposes served by Section 66411.7 of the California Government Code, the Declarant declares as follows:

- A. Incorporation of Recitals. The foregoing recitals are incorporated into this Declaration by reference and made part of this Declaration.

- B. Agreement to Comply with Restrictions. In satisfaction of the Ministerial Approval conditions, the Declarant hereby accepts the obligation to notice all future buyers and successors in interest of all conditions which apply to the Property.
- C. No Further Subdivision under Section 66411.7. The Property may not be further subdivided under the procedures outlined in Government Code Section 66411.7 or successor provisions.
- D. Residential Uses Only. The Property shall be used for residential purposes only.
- E. Short-Term Rentals Prohibited. Any dwelling unit on the Property may only be rented for a period longer than thirty (30) days.
- F. Conformance with Code. All dwelling units located on the Property shall conform to the requirements of the Code, as of the date of the Ministerial Approval. Because the restrictions contained in this Declaration memorialize a land use approval pursuant to the Code, the Ministerial Approval conditions shall continue to apply to the Property, even if this Declaration is terminated or removed from title following a foreclosure.
- G. Cooperation Required. The Declarant agrees to fully cooperate with the City in promptly providing all information requested by the City to assist the City in monitoring Declarant's compliance with this Declaration.
- H. Rights Appurtenant. The City and the Declarant hereby declare their express intent that the covenants and restrictions of this Declaration shall run with the land, and shall pass to and be binding upon all parties having any interest in the Property, including all successors in title to the Property. Each and every contract, deed, lease or other instrument covering, conveying or otherwise transferring the Property or any interest therein, as the case may be, shall conclusively be held to have been executed, delivered and accepted subject to this Declaration regardless of whether the other party or parties to such contract have actual knowledge of this Declaration.
- I. Enforcement. Any violation of this deed restriction is a violation of Chapter 1, Article II of the Redwood City Municipal Code. The City may enforce any violation of this deed restriction and enforce the provisions hereof through any proceedings at law or in equity.
- J. No Waiver. No delay or omission in the exercise of any right or remedy of City upon any default by Declarant shall impair such right or remedy or be construed as a waiver. The City's failure to insist in any one or more instance upon the strict observance of the terms of this Declaration shall not be considered a waiver of the City's right thereafter to enforce the provisions of the Declaration. The City shall not waive its rights to enforce any provision of this Declaration unless it does so in writing, signed by an authorized agent of the City.
- K. Amendments in Writing. This Declaration may not be amended except by a written agreement executed by City and Declarant.

L. City Approval. The City Manager or designee is authorized on behalf of the City to deliver any approvals or consents that this Declaration requires.

M. Notice. All notices required under this Declaration shall be sent by certified mail, return receipt requested, express delivery service with a delivery receipt, or personal delivery with a delivery receipt and shall be deemed to be effective as of the date received, the date delivery was refused, or the date returned as undeliverable as indicated on the return receipt as follows:

To the Declarant:

At the address of the Property.

To the City of Redwood City:

City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063
Attn: Community Development and Transportation Director

The parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section.

N. Severability. If any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Declaration, and this Declaration shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

O. Multiple Originals; Counterparts. This Declaration may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on or as of the date first written above.

City of Redwood City:

By: James O'Connell
Name: James O'Connell
Title: Acting City Engineer

Declarant:

K&S Development, LLC

John Steadman, Partner

By: 

Sign as appears on deed

[Signature must be notarized]

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: San Mateo

ON: Nov. 14, 2023 BEFORE ME, R DeChaine ^{Notary} A NOTARY PUBLIC

PERSONALLY APPEARED John Steadman (Partner K&S Development) WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FORGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

NOTARY'S SIGNATURE: [Signature]

NAME OF NOTARY: R DeChaine

PRINCIPAL COUNTY OF BUSINESS: San Mateo

COMMISSION EXPIRES: 1-23-2025

COMMISSION # OF NOTARY: 2343196



CALIFORNIA ACKNOWLEDGMENT

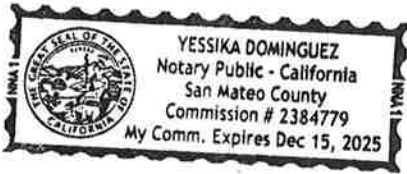
CIVIL CODE § 1189

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 SAN MATEO

On DECEMBER 6, 2023 before me, YESSIKA DOMINGUEZ NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared JAMES O'CONNELL
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 058-253-360

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE SOUTHWESTERLY PORTION OF LOT 9, BLOCK 18, AS DESIGNATED ON THE MAP ENTITLED, "OAK KNOLL MANOR REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON MAY 10, 1916 IN [BOOK 10 OF MAPS AT PAGES 4, 5, 6, 7, 8, 9, 10 AND 11](#), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 9, IN BLOCK 18, OAK KNOLL MANOR, ON THE NORTHEASTERLY LINE OF HILLCREST DRIVE; THENCE ALONG THE LINE OF HILLCREST DRIVE, NORTH 31° 35' WEST 142.97 FEET; THENCE ON A CURVE TO THE RIGHT WHOSE RADIUS IS 53.10 FEET, A DISTANCE OF 72.20 FEET; THENCE NORTH 46° 19' EAST 87.50 FEET; THENCE SOUTH 32° 02' EAST 182.81 FEET; THENCE SOUTH 45° 08' 30" WEST 132.50 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

THAT PORTION OF HILLCREST DRIVE, AS DESIGNATED ON THE MAP ENTITLED, "OAK KNOLL MANOR REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON MAY 10, 1916 IN [BOOK 10 OF MAPS AT PAGES 4, 5, 6, 7, 8, 9, 10 AND 11](#), WHICH LIES BETWEEN BLOCKS 18 AND 24. AS SAID BLOCKS ARE SHOWN ON SAID MAP, AND SOUTHERLY OF A LINE DRAWN FROM THE MOST NORTHERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM WALTER J. MILLER, ET UX, TO HILBERT J. GARDELLA, (SIC) ET AL, DATED NOVEMBER 19, 1984, (SIC) RECORDED NOVEMBER 27, 1984 IN BOOK 6743 OF OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 679 TO THE INTERSECTION OF THE NORTHWESTERLY LINE OF HILLCREST DRIVE WITH THE SOUTHWESTERLY LINE OF UPLAND ROAD.

JPN: 058-025-253-01