

1633348

WHEN RECORDED MAIL TO:

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

Project: Building Permit for  
4065 Third Street  
Riverside, California

RECEIVED FOR RECORD  
Min. Post 10'clock

MAY 3 1990  
Recorded in Official Records  
of Riverside County, California  
W. E. Smith  
RECORDER  
Fee \$

COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 3rd day of May, 1990, by RUBEN JUAREZ, an unmarried man, with reference to the following facts:

A. The undersigned is the fee owner of the following described real property ("the Property") situated in the City of Riverside, County of Riverside, State of California:

That portion of Block 2, Range 10 of the Town of Riverside, as shown by Map on file in Book 7, page 17 of Maps, Records of San Bernardino County, California, by metes and bounds;

Beginning at a point on the Northerly line of Third Street, 112-1/2 feet Easterly from the Southwest corner of said Block 2;

Thence at a right angle Northerly and parallel with the Easterly line of Walnut Street, 140.82 feet;

Thence at a right angle Easterly and parallel with the Northerly line of Third Street, 45 feet, more or less, to a point on the Westerly line of that certain 15.75-foot strip of land conveyed to the City of Riverside by Deed recorded in Book 282, page 174 of Deeds, Records of Riverside County, California;

Thence Southerly on the Westerly line of said strip of land 140.82 feet to the Northerly line of Third Street;

Thence Northwesterly along the Northerly line of Third Street 45 feet to the point of beginning.

Said property is situated in the City of Riverside, County of Riverside, State of California.

DESCRIPTION APPROVAL: 5, 2, 90

George P. Hutchinson  
SURVEYOR, CITY OF RIVERSIDE

B. The Property, known as 4065 Third Street, Riverside, California, is developed with a single-family house.

C. The undersigned desires to remodel an existing structure on the Property to provide accessory living quarters consisting of a 624 square foot single-story building with two bedrooms, a living room and a bathroom.

D. "Accessory living quarters" is defined by Section 19.04.020 of the Riverside Municipal Code 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.

E. As a condition for the issuance of a building permit for the Property, the City of Riverside is requiring the undersigned to execute and record a Covenant and Agreement which places certain restrictions on the accessory building to ensure the single-family residential use of the property.

F. The undersigned desires to restrict the use of the Property to single-family residential and to comply with the condition imposed by the City of Riverside.

NOW, THEREFORE, for the purposes of complying with a condition of approval for issuance of a building permit by the City of Riverside and restricting the use of the Property to single-family residential, the undersigned hereby covenants and agrees with the City of Riverside that the following restrictions shall apply to the Property:

The single-family house and the accessory building containing the accessory living quarters shall be used as one dwelling unit. Neither building shall be used as a separate dwelling unit or separate living quarters from the other. Neither building shall be sold, rented or leased separately from the other building. Kitchen facilities shall not be permitted, maintained or installed in the accessory living quarters. No commercial or business activity shall be conducted on the Property. The required on-site covered parking shall be maintained at all times.

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.

This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon the undersigned, and his heirs, successors and assigns, and shall continue in effect until such time as released by the City Council of the City of Riverside, California.

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

  
RUBEN JUAREZ

APPROVED AS TO FORM

  
ASST. CITY ATTORNEY