

077372

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

Project: Building Permit for  
12009 Indiana Avenue  
Riverside, California

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK

MAR 5 1992

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$  
11

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COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 5<sup>th</sup> day of *MARCH*, 1992, by PATRICK NAJERA and HERLINDA NAJERA, husband and wife, with reference to the following facts:

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

That portion of Lot 1 of Combination Tract as shown by map on file in Book 7 page 14 of Maps, Records of Riverside County, California, described as follows:

COMMENCING at the intersection of the Northerly corner of Lot 1 of said Tract, with the Westerly line of Pierce Street;

- THENCE South 33° 46' East, on the Easterly line of said Tract, 50 feet;
- THENCE South 56° 12' West, 535.56 feet to the TRUE POINT OF BEGINNING;
- THENCE South 31° 8' 30" East, 292.8 feet;
- THENCE South 64° 25' West, 156 feet;
- THENCE North 31° 8' 30" West, 270.34 feet;
- THENCE North 56° 12' East, 156.4 feet, to the TRUE POINT OF BEGINNING.

Said property is also shown as Lot 10 of Assessor's Map No. 9 on file in Book 1 page 9 of Assessor's Maps, Records of Riverside County, California and in Record of Survey as shown by map on file in Book 7 page 100 of Records of Survey, Records of Riverside County, California.

B. The Property, known as 12009 Indiana Avenue, Riverside, California, is developed with a single-family house and an accessory building previously used for storage.

DESCRIPTION APPROVAL: 3/5/92  
*George P. White*  
SURVEYOR, CITY OF RIVERSIDE

C. The undersigned desire to convert the accessory building previously used for storage to provide accessory living quarters consisting of two bedrooms, two bathrooms, and a living room, and to construct a new storage building.

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 desire 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 covenant and agree 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 their heirs, successors and assigns, and shall continue in effect until such time as released by the City Council of the City of Riverside, California.

