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WHEN RECORDED MAIL TO:

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

Project: Building Permit for
2926 McAllister Street
Riverside, California

RECEIVED FOR RECORD
AT 11:00 O'CLOCK

AUG - 6 1993

Recorded in Official Records
of Riverside County, California
Recorder Fees \$ 14

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

14
3
8

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this ^{29th} day of August, 1993, by KENNETH M. CHEATHAM and BARBARA J. CHEATHAM who acquired title as BRABARA J. CHEATHAM, hereinafter collectively referred to as "Declarants" with reference to the following facts:

A. The 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:

DESCRIPTION APPROVAL: 7/29/93
George P. White
SURVEYOR, CITY OF RIVERSIDE

All of Lot 8 and that portion of Lot 7 of El Camino Tract as shown by map on file in Book 28, Page 20 of Maps, records of Riverside County, California, described as follows:

Beginning at the northeasterly corner of said Lot 7; thence west on the northerly line of said lot, 5 feet; then southeasterly in a direct line to the southeasterly corner of said lot; thence north 0°27'25" east on the easterly line of said lot, 393.62 feet to the Point of Beginning;

Excepting therefrom that portion conveyed to the City of Riverside by Deed recorded December 30, 1954, as Instrument No. 68709, Official Records of Riverside County, California.

B. The Property, known as 2926 McAllister Street, Riverside, California, is developed with a single-family residence and attached garage. Declarants desire to obtain a building permit to legalize the conversion of the garage into accessory living quarters and to construct an attached carport. The accessory living quarters includes a family room, bedroom, bathroom and closet.

C. "Accessory living quarters" is defined by Section 19.04.020 of the Riverside Municipal Code to mean living quarters within an

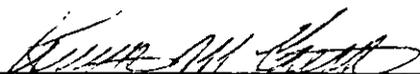
accessory building located on the same premises with the main building, such quarters having no kitchen facilities and not rented or otherwise used as a separate dwelling.

D. As a condition for the issuance of a building permit for the Property, the City of Riverside is requiring Declarants to execute and record a Covenant and Agreement which places certain restrictions on the accessory living quarters to ensure the single-family residential use of the Property so that it 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 for the garage conversion and the construction of an attached carport, 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 living quarters converted from the attached garage shall be used as one dwelling unit.
2. No kitchen facilities shall be permitted, maintained or installed in the accessory living quarters constructed in the garage.
3. Neither the accessory living quarters constructed in the garage nor the existing house 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 the Declarants have caused this Covenant and Agreement and Declaration of Restrictions to be executed the day and year first written above.



Kenneth M. Cheatham



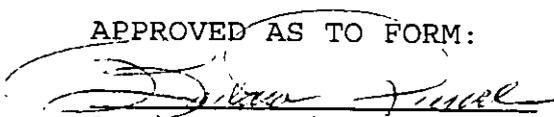
Barbara J. Cheatham

APPROVED AS TO CONTENT:



Planning Department

APPROVED AS TO FORM:



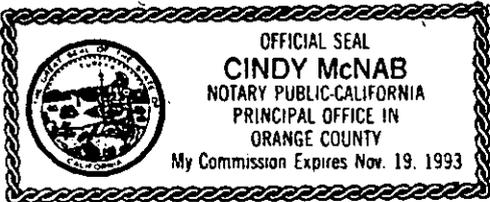
Assistant City Attorney

State of California)
County of Orange) ss

On Aug 2, 1993, before me Cindy McNab
(date) (name and title of the officer)

personally appeared Kenneth M. Cheatham and Barbara M. Cheatham only.

personally known to me (or 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.



WITNESS my hand and official seal.

Cindy McNab
Signature

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
- () Corporate Officer(s)
Title _____ Title _____
- () Guardian /Conservator
- (X) Individual(s)
- () Partner(s)
() General () Limited
- () Trustee(s)
- () Other _____

The party(ies) executing this document is/are representing:

