

194593

WHEN RECORDED MAIL TO:

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

Project: Building Permit for
3987 Crescent Avenue
Riverside, California

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

MAY 11 1994

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

4
315
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THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 6 day of May, 1994, by LESLIE E. DEAN and ANITA B. DEAN, husband and wife as joint tenants, hereinafter collectively referred to as "Declarants", with reference to the following facts:

A. 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:

Parcel 1:

Lot 1 of Park Hill Estates as shown by map on file in Book 20, Pages 80 and 81 of Maps, records of Riverside County, California.

Parcel 2:

That portion of Lot 1 in Block 3 of Fairmount Heights Tract, as shown by map entitled "Map No. 4, Fairmount Heights Tract" on file in Book 1, Page 46 of Maps, records of Riverside County, California, described as follows:

Beginning at the southwesterly corner of said Lot 1; Thence southeasterly on the southerly line of said Lot, 60 feet; Thence northerly on a straight line to a point on the northerly line of said Lot 1, 42 feet easterly from the northwesterly corner thereof; Thence westerly on the northerly line of said Lot 1, 42 feet to the northwesterly corner of said lot; Thence southwesterly, on the northwesterly line of said Lot 157.8 feet to the Point of Beginning.

DESCRIPTION APPROVAL 5/5/94
by
Lester R. Jones
SURVEYOR, CITY OF RIVERSIDE

for

B. The Property, known as 3987 Crescent Avenue, Riverside, California, is developed with a single-family residence. Declarants desire to obtain a building permit to construct an accessory building to be used as a guest house consisting of a living room, a bedroom and a bathroom.

C. "Guest house" is defined by Section 19.04.165 of the Riverside Municipal Code to mean living quarters within an accessory building located on the same premises with the main building, for use by temporary guests of the occupants of the premises, having no kitchen, and not rented or otherwise used as a separate dwelling.

D. As a condition for the issuance of the building permit for the construction of the guest house, the City of Riverside is requiring Declarants to record a covenant and agreement acceptable to the Planning and Legal Departments of the City which restricts the use of the Property for single-family residential so that the Property 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.

E. Declarants desire to restrict the use of the Property to single-family residential and to comply with a condition imposed by the City of Riverside for the issuance of the building permit.

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, 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 guest house shall be used as one dwelling unit.

2. Neither the single-family house nor the guest house shall be used as a separate dwelling unit or separate living quarters from the other.

3. Neither the existing house nor the guest house shall be sold, rented or leased separately from the other.

4. No kitchen shall be permitted, maintained or installed in the guest house.

5. Except as otherwise permitted by Title 19 of the Riverside Municipal Code, no commercial or business activity shall be conducted on the Property.

6. The required on-site covered parking shall be maintained at all times.

7. 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.

8. 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 Declarants have caused this Covenant and Agreement and Declaration of Restrictions to be executed the day and year first written above.

Leslie E. Dean
Leslie E. Dean

Anita B. Dean
Anita B. Dean

APPROVED AS TO CONTENT:

[Signature]
Planning Department

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

State of California)
County of Riverside) ss

On May 1994, before me, a notary public in and for said State, personally appeared Leslie & Anita B Dean

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.



Janet Sheikh
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:

