

25545A

WHEN RECORDED MAIL TO:

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

Project: Building Permit for
2499 Knob Hill Drive
Riverside, California

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

JUN 23 1994

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 22nd day of JUNE, 1994, by INLAND ASSOC., INC., a California corporation, ("Declarant") with reference to the following facts:

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

Parcel 2 of Parcel Map 10744 as shown by map on file in Book 52 of Parcel Maps, at pages 69 and 70 thereof, records of Riverside County, California;

Excepting therefrom that portion described as follows:

Commencing at the southwest corner of said Parcel 2; Thence North 00° 07' 58" West, along west line of said Parcel, a distance of 237.64 feet to the True Point of Beginning of the parcel of land to be described; Thence North 79° 09' 05" East, a distance of 97.38 feet; Thence North 55° 35' 59" East, a distance of 75.11 feet; Thence North 62° 00' 21" East, a distance of 166.04 feet; Thence North 37° 05' 30" East, a distance of 123.41 feet to the northeasterly line of said Parcel 2; Thence Northwesterly along said northeasterly line on a non-tangent curve concave easterly, having a radius of 48.00 feet through a central angle of 31° 52' 41", an arc length of 26.71 feet (the initial radial line bears South 50° 35' 06" West); Thence North 07° 33' 08" West, along said northeasterly line of Parcel 2, a distance of 49.67 feet to the most northerly corner of said Parcel 2; Thence South 63° 51' 47" West, along the northerly line of said Parcel 2, a distance of 403.16 feet to the northwest

corner of said Parcel 2;
Thence South 00° 07' 58" East, along said west line of
Parcel 2, a distance of 132.96 feet to the True Point of
Beginning.

B. The Property, known as 2499 Knob Hill Drive, Riverside, California, is being developed with a two-story single-family residence. Declarant proposes to construct separate accessory living quarters containing a living area, bedroom and bathroom and a laundry to be used as maid quarters.

C. As the accessory living quarters has no interior access to the primary residence and may be entered only through a separate entryway, the City of Riverside is requiring Declarant to execute and record a Covenant and Agreement which places certain restrictions on the Property to ensure the single-family residential use of the Property so that the single-family residence and the accessory living quarters 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.

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.

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

1. The single-family house and the accessory living quarters shall be used as one dwelling unit.
2. No kitchen facilities shall be permitted, maintained or installed in the accessory living quarters.
3. Neither the accessory living quarters nor the primary residence 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

DESCRIPTION APPROVAL 6/15/94
W. S. B.
SURVEYOR, CITY OF RIVERSIDE by W. S. B.

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 Declarant and Declarant's 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 Declarant has caused this Covenant and Agreement and Declaration of Restrictions to be executed the day and year first written above.

INLAND ASSOC., INC., a California
corporation

By: Kathy R. Bonelli
President

By: Frank R. Bond
Secretary

APPROVED AS TO CONTENT:

Michael V. Zimmerman
Planning Department

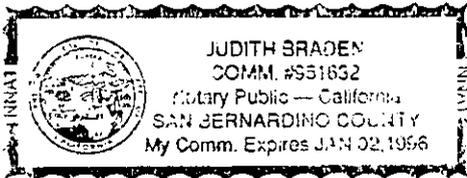
APPROVED AS TO FORM:

William J. Miller
Assistant City Attorney

State of California)
County of San Bernardino) ss

On June 22 1994, before me, a notary public in and for said State, personally appeared Kathy K Bonelli and Frank Richard Bonelli

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.

Judith Braden
Signature

CAPACITY CLAIMED BY SIGNER

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

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