

WHEN RECORDED MAIL TO:

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

Project: Building Permit
10613 Stover Avenue
Riverside, California

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

JAN 27 1995

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 26th day of January, 1995, by RITA TOMA, a single woman, as to an undivided 50% interest, and RAS TOMA, a single man, as to an undivided 50% interest, as Tenants in Common (collectively, "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:

That portion of Lot 2, in Block 29 of La Granada, as shown by map on file in Book 12, pages 42 through 51, inclusive, of Maps, records of Riverside County, California, particularly described as follows:

Commencing at the most easterly corner of said lot 2; thence North 29° 46' West, along the northeasterly line of said lot, 280 feet; thence South 60° 14' West and parallel with the southeasterly line of said lot, 75 feet to the True Point of Beginning; thence continuing south 60° 14' West and parallel with the southeasterly line of said lot 80 feet; thence southerly to a point in the southeasterly line of said lot 187 feet southwesterly from the most easterly corner thereof; thence North 60° 14' East, along the southeasterly line of said lot 100 feet; thence northerly to the True Point of Beginning.

Excepting therefrom that portion of Lot 2, in Block 29 of La Granada, as shown by map on file in Book 12, pages 42 through 51 of Maps, records of Riverside County, California, described as follows:

Beginning at a point in the southeasterly line of said Lot 2, distant thereon 187.00 feet southwesterly from the most easterly corner of said Lot 2; said point also being the southwesterly corner of that certain parcel of land described in Deed to Don R. Caselman, et ux., by Deed recorded August 27, 1962, as Instrument No. 80733 of Official Records of said Riverside County;

DESCRIPTION APPROVAL: 1/25/95
 A. S. B.
 SUPERVISOR, CITY OF RIVERSIDE

Thence North 23° 14' 49" West, along the southwesterly line of said parcel, a distance of 8.05 feet to a line parallel with and distant 33.00 feet northwesterly, as measured at right angles, from the centerline of Stover Avenue as shown by said Map;

Thence North 60° 14' 00" East along said parallel line, a distance of 99.43 feet to the northeasterly line of said parcel as described in said Deed;

Thence South 27° 18' 45" East, along said northeasterly line, a distance of 8.01 feet to a point in the southeasterly line of said Lot 2; said point also being the most easterly corner of said parcel as described in said Deed;

Thence South 60° 14' 00" West along the southeasterly line of said Lot 2, a distance of 100.00 feet to the Point of Beginning. As granted to the City of Riverside by Deed recorded January 24, 1992, Official Records of Riverside County, California.

B. The Property, known as **10613 Stover Avenue**, Riverside, California, is developed with a single-family residence and an accessory building used as a garage. Declarants have applied to the City of Riverside for a building permit for the construction of an addition to the detached garage to be used as a guest house containing a living area, four bedrooms and two bathrooms. Declarants are also seeking a building permit to construct an atrium patio enclosure around the main residence.

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. The City of Riverside as a condition to the issuance of the building permit is requiring Declarants 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 including the enclosed atrium patio and the accessory building 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, 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 including the atrium patio enclosure and the accessory building containing the guest house shall be used as one dwelling unit.
2. Neither the single-family house including the atrium patio enclosure nor the addition to the detached garage containing the guest house shall be used as a separate dwelling unit or separate living quarters from the other.
3. Neither the existing house including the atrium patio enclosure nor the addition to the detached garage containing 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 the provisions of Title 19 of the Riverside Municipal Code, no commercial or business activity shall be conducted on the Property.
6. The on-site covered parking required by Title 19 of the Riverside Municipal Code 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.

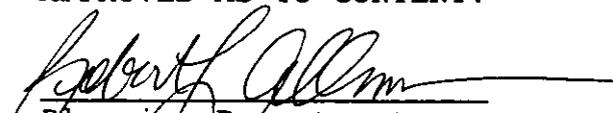


Rita Toma



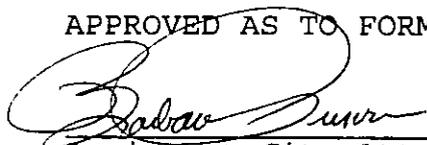
Rita Toma

APPROVED AS TO CONTENT:



Planning Department

APPROVED AS TO FORM:



Assistant City Attorney