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WHEN RECORDED MAIL TO:

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

MAR 28 1995

Recorded in Official Records
of Riverside County, California

Recorder
Fee \$ 30

Project: Building Permit for
3456 Sun Court
Riverside, California

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS
AND TERMINATION OF PRIOR COVENANT,
AND CONSENT THERETO OF PLANNING DIRECTOR

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THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS AND
TERMINATION OF PRIOR COVENANT is made and entered into this 23rd day
of March, 1995, by EFREN ARGUELLO, a single man,
("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:

Lot 19 of Anderson Park Tract as shown by map on
file in Book 30 of Maps, at pages 85 and 86
thereof, records of Riverside County,
California.

B. The Property, known as 3456 Sun Court, Riverside,
California, is located in a Single Family Residential ("R-1-65")
Zone and is developed with a single-family residence and
attached garage.

C. Declarant previously proposed to construct an addition
to the residence to be used as accessory living quarters
containing a living area, bedroom and bathroom. As the proposed
building addition to be used as accessory living quarters had no
interior access to the primary residence and could be entered
only through a separate outside entryway, the City of Riverside
required Declarant to execute and record a Covenant and
Agreement which placed certain restrictions on the Property to
ensure the single-family residential use of the Property. To
meet this condition, a Covenant and Agreement and Declaration of
Restrictions was executed by Declarant on April 6, 1994, and
thereafter recorded as Instrument No. 151929, Official Records
of Riverside County, California ("Prior Covenant").

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D. Declarant did not construct the addition to the main residence, but instead constructed a detached garage which Declarant now wishes to convert to accessory living quarters consisting of three bedrooms, a living area and a bathroom.

E. "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.

F. The City of Riverside as a condition to the issuance of the building permit 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 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, and which terminates the Prior Covenant. The Prior Covenant provides that it shall continue in effect until such time as released by the Planning Director of the City of Riverside, California.

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:

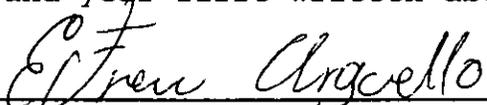
1. The single-family house and the accessory building to be used as accessory living quarters shall be used as one dwelling unit.
2. No kitchen facilities shall be permitted, maintained or installed in the accessory building to be used for accessory living quarters.
3. Neither the accessory building to be used as accessory living quarters 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 Declarant, his heirs, successors and assigns, and shall continue in effect until such time as released by the Planning Director of the City of Riverside, California by a writing duly recorded.

8. With the consent of the Planning Director of the City of Riverside, that certain Covenant and Agreement and Declaration of Restrictions executed by Declarant on April 6, 1994, and recorded on aoric 12, 1994, as Instrument No. 151929, Official Records of Riverside County, California, is hereby terminated and superseded by this Covenant and Agreement and Declaration of Restrictions upon its recordation.

IN WITNESS WHEREOF Declarant has caused this Covenant and Agreement and Declaration of Restrictions and Termination of Prior Covenant to be executed the day and year first written above.



 Efren Arguello

State of California)
) ss
 County of RIVERSIDE.)

On 03-22-95, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared **EFREN ARGUELLO**, 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.



 Signature

CONSENT OF PLANNING DIRECTOR TO TERMINATION OF PRIOR COVENANT

In accordance with the provisions of Paragraph 7 of that certain Covenant and Agreement and Declaration of Restrictions executed by Efren Arguello, a single man, on April 6, 1994, the Planning Director of the City of Riverside hereby consents to the termination of that certain Covenant and Agreement and Declaration of Restrictions dated April 6, 1994, and recorded on April 12, 1994, as Instrument No. 151929, Official Records of Riverside County, California, and hereby releases said Covenant and Agreement and Declaration of Restrictions dated April 6, 1994 upon the recordation of the above Covenant and Agreement and Declaration of Restrictions and Termination of Prior Covenant in the office of the County Recorder for Riverside County, California.

[Handwritten Signature]
Planning Director

Approved as to Content:

[Handwritten Signature]
Planning Department

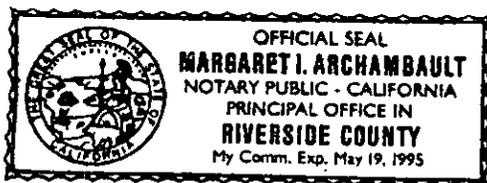
Approved as to Form:

[Handwritten Signature]
Assistant City Attorney

State of California)
County of Riverside) ss

On March 23, 1995, before me, the undersigned, a notary public in and for said State, personally appeared **STEPHEN J. WHYLD**, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Margaret I. Archambault
Signature