

009838 CC: Legal CWP

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

JAN 10 1996

Recorded in Official Records
of Riverside County, California
Recorder
Page 5 12

Project: Variance Case VR-072-945
4820 Harold Street
Riverside, California

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 10th day of JANUARY, 1996, by MARVIN PASTORA, a single man ("Declarant"), with reference to the following facts:

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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 41 of Tract No. 4149 as shown by map on file in Book 72 of Maps, at pages 56 through 58, inclusive, records of Riverside County, California.

B. The Property, known as 4820 Harold Street, Riverside, California, is in the Single Family Residential ("R-1-65") Zone and is developed with a single-family residence with an attached garage. The Property is located within a planned residential development known as El Dorado/Loving Homes approved by the City of Riverside in 1970 under Case CU-033-690. Declarant proposes to convert the garage into living area and to construct an approximately 240-square foot carport.

DESCRIPTION APPROVAL
1395
M. S. B.
SURVEYOR, CITY OF RIVERSIDE

C. As the proposed garage conversion will encroach into the required 7.5-foot side yard setback and as the proposed carport will encroach into the required 20-foot front yard setback, variances from the City of Riverside Zoning Regulations as set forth in Title 19 of the Riverside Municipal Code are necessary, and Declarant has filed an application for such variances with the City of Riverside in City of Riverside Variance Case VR-072-945.

D. As one of the conditions imposed by the granting of certain variances in Variance Case VR-072-945, Declarant is

required to record a covenant and agreement to the specifications of the Planning and Legal Departments restricting use of the garage conversion to accessory uses to the main residence, indicating that the structure shall not be used as a separate dwelling unit and that no second kitchen is permitted.

E. Declarant desires 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 for two dwelling units, for one primary dwelling unit and one auxiliary dwelling unit, or for commercial or business activity.

NOW, THEREFORE, for the purpose of complying with a condition of approval for the granting of variances by the City of Riverside in Variance Case VR-072-945 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 garage conversion shall be used as one dwelling unit.

2. Only one kitchen shall be permitted, maintained or installed in the single-family residence including the garage conversion. No second kitchen shall be permitted on the Property.

3. Neither the existing main residence nor the garage conversion 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.

IN WITNESS WHEREOF Declarant has caused this Covenant and

Agreement and Declaration of Restrictions to be executed the day and year first written above.

Marvin Pastora
MARVIN PASTORA

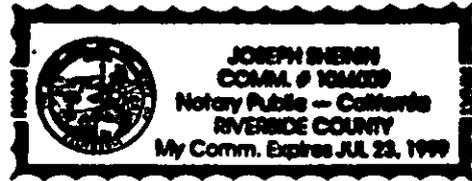
Approved as to Content:

Carol Marvin
Planning Department

Approved as to Form:

[Signature]
Assistant City Attorney

State of California)
County of RIVERSIDE) ss



On JANUARY 10th, 1996, before me, the undersigned, a notary public in and for said State personally appeared MARVIN PASTORA

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.

Joseph Shinn
Signature