

038689 *CMY*

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

FEB 1 1996

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 15

Project: Building Permit for
3184 Kilkenny Drive
Riverside, California

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 1st day of February, 1996, by JUAN RIOS, a married man ("Declarant") with reference to the following facts:

DESCRIPTION APPROVAL 1/23/96
Walter R. Aug. by _____
SURVEYOR, CITY OF RIVERSIDE

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 63 of Tract 6070 as shown by map on file in Book 87 of Maps, at pages 39 through 41 thereof, records of Riverside County, California.

B. The Property, known as 3184 Kilkenny Drive, 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 wishes to convert the garage to accessory living quarters consisting of a bedroom, a living area and a bathroom. Declarant also wishes to construct a new carport to meet the requirements of the Zoning Code of the City of Riverside for on-site covered parking.

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.

E. As the accessory living quarters will have a separate entrance and cannot be entered through the main dwelling residence, the City of Riverside as a condition to the issuance of the building permit for the conversion of the garage to accessory living quarters 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 attached garage to be converted to 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.

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 attached garage to be converted to accessory living quarters shall be used as one dwelling unit.

2. No kitchen facilities shall be permitted, maintained or installed in the attached garage to be converted to accessory living quarters.

3. Neither the attached garage to be converted to accessory living quarters nor the existing house shall be sold, rented or leased separately from the other.

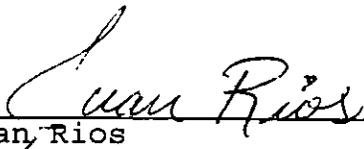
4. Except as otherwise permitted by the provisions of Title 19 of the Riverside Municipal Code, no commercial or business activity shall be conducted on the Property.

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.

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



Juan Rios

I, as the wife of Juan Rios, hereby consent to and join in the above Covenant and Agreement and Declaration of Restrictions and agree to be bound by the terms and conditions therein contained.

Marisela Rios
(Signature)

Marisela Rios
(Print Name)

Approved as to Content:

[Signature]
Planning Department

Approved as to Form:

[Signature]
Assistant City Attorney

State of California)
County of Riverside) ss

On February 1, 1996, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared

JUAN RIOS And MARICELA RIOS
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.

[Handwritten Signature]
Signature



State of California)
County of _____) ss

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