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RECEIVED FOR RECORD
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FEB - 5 1997

WHEN RECORDED MAIL TO:

FEB 18 1997

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

Recorded in Official Records
of Riverside County, California
Recorder

Fees \$ 0.00

FOR RECORDER'S OFFICE USE ONLY 602T 610

Project: Variance Case VR-030-967
6893 Victoria Avenue
Riverside, California

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS
FOR ACCESSORY LIVING QUARTERS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 12th day of February, 1997, by EVELYN GOULD, an unmarried woman ("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 1 of Parcel Map Recorded August 31, 1973 in Book 9, Page 88 of Parcel Maps, Records of Riverside County, California.

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B. The Property, known as 6893 Victoria Avenue, Riverside, California, is in the Single Family Residential Zone ("R-1-125") and is developed with a single-family residence and an accessory building originally used as a garage. Declarant proposes to legalize the conversion of the accessory building from a detached garage to accessory living quarters and to legalize the construction of an approximately 315 square-foot breezeway located between the residence and the accessory building.

C. The construction of the breezeway attaching the accessory building to the main residence requires a 15-foot side yard set back pursuant to Title 19 of the Riverside Municipal Code ("Zoning Code"). As the combined structure encroaches 13 feet into said required setback, a variance from the City of Riverside Zoning Ordinance is necessary. Declarant has filed an application for such variance with the City of Riverside in Variance Case VR-030-967.

D. The City of Riverside has required, as a condition of the issuance of the necessary building permits to legalize the construction on the property, that certain restrictions be placed upon the Property with regard to the use of the accessory living quarters.

E. Declarant desires to record a covenant and agreement acceptable to the Planning and Legal Department of the City of Riverside which meets the condition imposed in Variance Case VR-030-967 and restricts the use of the Property to single-family residential so that the Property will not be used for either 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 imposed by the City of Riverside for the issuance of building permits for the accessory building and breezeway, 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 shall be used as one dwelling unit.

2. Only one kitchen shall be permitted, maintained or installed in the single-family residence including the accessory building. The kitchen facilities shall be removed from the accessory building.

3. Neither the existing main residence nor the accessory building shall be sold, rented or leased separately from the other.

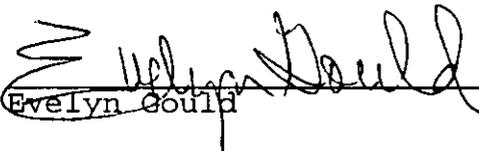
4. Except as otherwise permitted by the provisions of Title 19 of Zoning Code, no commercial or business activity shall be conducted on the Property.

5. The on-site covered parking required by Title 19 of the Zoning 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.

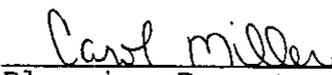
7. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarant, her heirs, successors and assigns, and shall continue in effect until such time as released by the Planning Director of the City of Riverside, California, by a writing duly recorded.

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



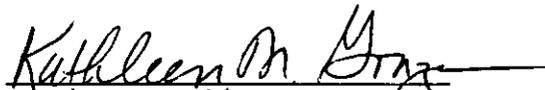
Evelyn Gould

Approved as to Content:



Planning Department

Approved as to Form:



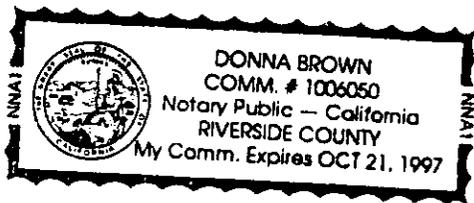
Assistant City Attorney

State of)
County of RIVERSIDE) ss
)

On FEBRUARY 12, 1997, before me, the undersigned, a notary public in and for said State, personally appeared

EVELYN GOULD

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.

Donna Brown
Signature

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
- () Corporate Officer(s)
Title _____ Title _____
- () Individual(s)
- () Partner(s)
() General () Limited
- () Trustee(s)
- () Other _____

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