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City Hall, 3900 Main Street
Riverside, California 92522

AUG 19 1997

Recorded in Official Records
of Riverside County, California
Recorder
Fees \$ _____

Project: Plan Check for
5585 Grand Avenue
Riverside, California

FOR RECORDER'S OFFICE USE ONLY

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 4th day of August, 1997, by R. FERN THOMSON, a single 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:

All that portion of Lot 291 as shown by corrected map of Addition to Maps of the Riverside Land and Irrigating Company on file in Book 4, page 75 of Maps, records of Riverside County, California, described as follows:

BEGINNING on the Northwesterly line of Grand Avenue at a point North 54° 45' East, 165.3 feet from the most Southerly corner of said Lot 291;

Thence North 54° 45' East, 88 feet;

Thence North 35° 28' West, 484.1 feet;

Thence South 68° 41' West, 90.78 feet;

Thence South 35° 28' East, 506.07 feet, more or less, to the Point of Beginning.

Said Property is also shown as Lot 7 on Record of Survey of Sunset Acres on file in Book 6, page 58 of Records of Survey, and also shown as Lot 7 of Assessor's Map No. 37 on file in

DESCRIPTION APPROVAL
8/13/97
[Signature]
SURVEYOR, CITY OF RIVERSIDE

Assessor's Map Book 1, page 39 thereof,
records of Riverside County, California.

B. The Property, known as 5585 Grand Avenue, Riverside, California, is in a single family residential zone and is developed with a single-family residence and detached garage. Declarant proposes to rebuild an accessory building on the Property as a guest house consisting of a living room, bedroom, game room, bathroom and service porch; which accessory building had previously been destroyed by fire.

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. As a condition to the approval by the Planning Department of the City of Riverside of the plans for the rebuilding of the accessory building, Declarant is required to record a covenant and agreement stating that the accessory building will not contain a kitchen nor be used as a separate residence.

F. Declarant desires to record a covenant and agreement acceptable to the Planning Department of the City of Riverside which meets the above-referenced conditions and 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 issuance of a building permit for the accessory building imposed by the Planning Department of the City of Riverside 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 main residence and the accessory building to be used as a guest house shall be used as one dwelling unit.
2. Neither the main residence nor the accessory building to be used as a guest house shall be used as a separate dwelling unit or separate living quarters from the other.
3. Neither the main residence nor the accessory building to be used as a guest house shall be sold, rented or leased separately from the other.

4. No kitchen shall be permitted, maintained or installed in the accessory building to be used as a 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 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 has caused this Covenant and Agreement and Declaration of Restrictions to be executed the day and year first written above.

R. Fern Thomson on 8-16-97
R. FERN THOMSON

Approved as to Content:

[Signature]
Planning Department

Approved as to Form:

[Signature]
Assistant City Attorney

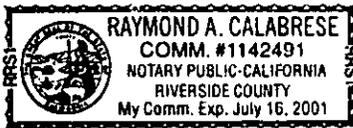
State of California)
County of Riverside) SS

On August 4, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared

R. Fern Thomson

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