

WHEN RECORDED MAIL TO:

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

Project: 10227 Gramercy Place
Riverside, California 92503

DOC # 2001-104195

03/14/2001 08:00A Fee:21.00

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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(28)

COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

(SINGLE FAMILY DWELLING RESTRICTION)

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THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 13 day of March, 2001, by **MANUEL A. MARTINEZ**, a single man, ("Declarant"), with reference to the following facts:

A. Declarant is the fee owners of the real property (the "Property") situated in the City of Riverside, County of Riverside, State of California, the legal description which is attached as Exhibit A hereto and incorporated herein as if fully set forth.

B. The Property, known as 10227 Gramercy Place, Riverside, California, is in the Rural Residential ("RR") Zone and is developed with an approximately 1012 square-foot single family residence and a detached garage converted into a 584 square-foot detached structure without permits.

C. Declarant has applied to the City of Riverside for permit to legalize the existing garage conversion as a guest house consisting of a living room, a bedroom, a bathroom and a wet bar. Declarant have also applied for a permit to construct a new garage between and attached to the main residence and the guest house.

D. As a condition for issuance of building permits, the City of Riverside is requiring Declarant to execute and record a covenant assuring that the guest house will not be used for nor rented as a separate dwelling unit and prohibiting the installation or maintenance of kitchen facilities within the guest house.

E. Declarant is willing to record a covenant and agreement and declaration of restrictions ("Covenant") prohibiting the guest house from being rented or used as a separate dwelling unit, prohibiting installation or maintenance of any kitchen facilities in the guest house, and putting future

owners on notice of such prohibitions.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City of Riverside for the granting of building permits, and restricting the use of the Property to that of a single-family house and a guest house, 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 guest house shall be used as one dwelling unit.
2. No kitchen facilities shall be permitted, maintained or installed in the guest house.
3. Neither the guest house nor the main residence 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 or assigns. Should the City of Riverside bring an action to enforce the terms of the Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit.
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.

FURTHER, Declarant warrants that he has the legal power, right and actual authority to subject the Property to the restrictions, terms and conditions stated herein.

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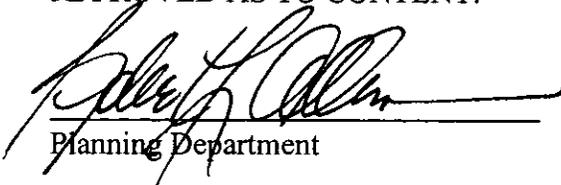
IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.


Manuel A. Martinez

APPROVED AS TO FORM:

Deputy City Attorney

APPROVED AS TO CONTENT:



Planning Department



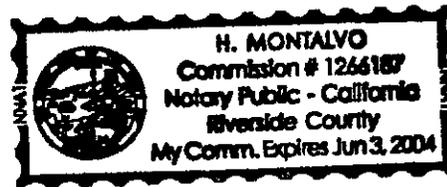
STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On March 13, 2001, before me, H. MONTALVO, the undersigned, a notary public in and for said State, personally appeared MANUEL MARTINEZ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity, and that by his/~~her~~/~~their~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

H. Montalvo

Notary Public



ILLEGIBLE NOTARY SEAL DECLARATION
(GOVERNMENT CODE 27361.7)

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows

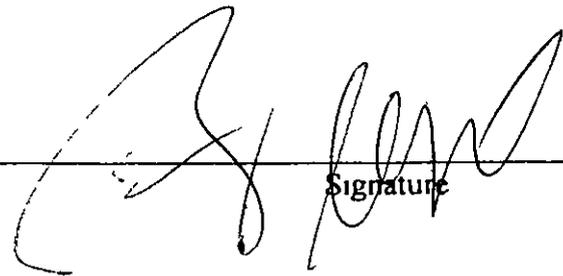
Name of Notary H. Montalvo

Commission No. 1266187

Date Commission Expires JUN - 3 - 2004

Date and Place of Notary Execution March 13 - 01 Riv. CA

Date and Place of This Declaration 3-14-01 Riv. County


Signature

ED Backstrom
Firm Name (if any)

REC-91-00008 (7/94)*



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CLA 708

EXHIBIT "A"

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE EASTERLY 65 FEET OF LOT 9 IN BLOCK 16 OF LA GRANADA TRACT, AS SHOWN BY MAP ON FILE IN BOOK 12 PAGES 42 TO 51, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; EXCEPT BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 9; THENCE WESTERLY ON THE NORTHERLY LINE OF SAID LOT 9, 65 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 120 FEET; THENCE EASTERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, 65 FEET TO THE EASTERLY LINE OF SAID LOT; THENCE NORTHERLY ON SAID EASTERLY LINE OF SAID LOT; 120 FEET TO THE POINT OF BEGINNING, SAID EASTERLY 65 FEET BEING MEASURED ALONG THE SOUTHERLY LINE OF SAID LOT AND THE WESTERLY LINE OF SAID 65 FEET BEING PARALLEL WITH THE EASTERLY LINE OF SAID LOT.

DESCRIPTION APPROVAL

[Handwritten Signature] 3.7.01
DIRECTOR CITY OF RIVERSIDE



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