

388442

WHEN RECORDED MAIL TO:

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

Project: Building Permit for
9477 Cypress Avenue
Riverside, California

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

OCT 27 1997

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 12

FOR RECORDER'S OFFICE USE ONLY

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 27 day of October, 1997, by ADAN PACHECO, a Married Man as his Sole and Separate Property, and ADAN PACHECO, JR., a Single man, all as joint tenants (collectively, "Declarants"), with reference to the following facts:

A. Declarants are the fee owners of the real property (the "Property") situated in the City of Riverside, County of Riverside, State of California, described as follows:

Lot 319 of Camp Anza Subdivision No. 1 as shown by map on file in Book 22 of Maps, Pages(s) 81 & 82 thereof, records of Riverside County, California.

B. The Property, known as 9477 Cypress Avenue, Riverside, California, is located in a Single Family Residential ("R-1-65") Zone, and is currently developed with a single family residence and a detached accessory building being used as a laundry room.

DESCRIPTION APPROVAL: 10/24/97
[Signature]
SUNVEYOR: CITY OF RIVERSIDE

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C. Declarants propose to construct an approximately 188 square foot accessory living quarters which will be attached to the approximately 216 square foot accessory building. The accessory living quarters will contain new construction which will be used as a bedroom, closet and bathroom, and the existing accessory building will be used as a living room. Declarants propose to construct an approximately 363 square foot carport which will be attached to the existing single family residence.

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 a condition to the issuance of the building permit for the additional construction and the conversion of the detached accessory building into accessory living quarters, the City of Riverside is requiring Declarants to execute and record a Covenant and Agreement which places certain restrictions on the Property so that the single-family residence and the 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 purpose of complying with certain conditions imposed by the City of Riverside for the issuance of the building permit, and restricting the use of the Property to single-family residential, Declarants hereby covenant and agree with City that the following restrictions shall apply to the Property:

1. The single-family house and the living quarters located in the accessory building shall be used as one dwelling unit.

2. No kitchen facilities shall be permitted, maintained or installed in any part of the newly constructed or converted accessory living quarters.

3. Neither the attached new construction nor the accessory building to be converted into accessory living quarters nor the

main residence shall be sold, rented or leased separately from the other.

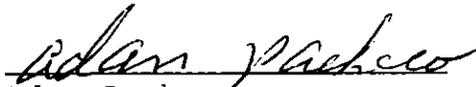
4. Except as otherwise permitted by the provisions of Title 19 of the Riverside Municipal Code, no commercial or business activity shall be conducted on the Property.

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 City, its successors or assigns. Should City 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 Declarants, their 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, Declarants have caused this Covenant and Agreement to be executed as of the day and year first written above.

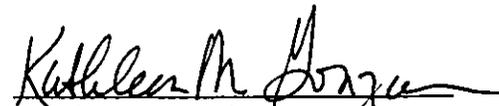

Adan Pacheco


Adan Pacheco, Jr.

APPROVED AS TO CONTENT:


Planning Department

APPROVED AS TO FORM:


Assistant City Attorney