

RECORDING REQUESTED BY:

180406

WHEN RECORDED MAIL TO:

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

Project: Building Permits for
3340 Gibraltar Drive
Riverside, California 92506

RECEIVED FOR RECORD
Min. Post 7 o'clock P.M.

MAY 30 1991

Recorded in Official Records
of Riverside County, California

W. J. [Signature]
Recorder
Fees \$ 9

FIRST AMENDMENT TO
COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

This First Amendment to Covenant and Agreement and Declaration of Restrictions (First Amendment) is made and entered into this 30th day of MAY, 1991, by JONATHAN P. FISHER, a single man, the owner of record of the following described real property (the Property) situated in the City of Riverside, County of Riverside, State of California:

Lot 37 of Tract 5920 as per map recorded in Book 94, pages 1 through 4 of Maps in the Office of the County Recorder of said County.

WHEREAS Mary Eversole, as owner of record, and Jonathan Fisher, as prospective purchaser, entered into a Covenant and Agreement and Declaration of Restrictions (Covenant and Agreement) with the City of Riverside dated March 14, 1991 and recorded on March 14, 1991 as Instrument No. 85646 of Official Records of Riverside County, which Covenant and Agreement placed certain restrictions on the Property; and

WHEREAS the Covenant and Agreement runs with the land and is binding on the undersigned both as a successor in interest and as a party to the Covenant and Agreement; and

WHEREAS the Property is developed with a single-family house and a garage which were damaged by a fire and which the undersigned desires to reconstruct and repair; and

WHEREAS the design of the new construction differs substantially from the design of the fire damaged buildings; and

WHEREAS certain conditions and restrictions have been placed on the new construction and repair in order to meet the requirements of the Building Code and the Zoning Code of the City of Riverside (City Codes); and

WHEREAS because of the unique design of the new construction, it is appropriate to give prospective purchasers notice of the

DESCRIPTION APPROVAL 5/30/91
Walter B. Ayres
SURVEYOR, CITY OF RIVERSIDE

conditions and restrictions placed on the new construction and repair in order to avoid uses of the Property which would violate City Codes; and

WHEREAS not all of the conditions and restrictions were included in the Covenant and Agreement; and

WHEREAS the undersigned desires to enter into this First Amendment to include all of the conditions and restrictions applicable to the Property;

NOW, THEREFORE, the undersigned hereby covenants and agrees with the City of Riverside as follows:

1. The indented block paragraph at the top of page 2 of the Covenant and Agreement is hereby amended to read as follows:

- a. The single-family house to be reconstructed and repaired on the Property shall be used as one two-story dwelling unit only. No part of the house shall be used as a separate dwelling unit from the rest of the house. The second kitchen shall be removed and only one kitchen shall be permitted, maintained or installed on the Property.
- b. The attic flooring in the house on the Property shall be removed and the attic shall remain empty except for City approved mechanical equipment serving the house. All attic windows and attic exterior doors shall be removed and replaced with solid walls. Vents shall be the minimum size permitted by the Building Code. The balcony on the attic level shall be removed. No exterior access to this level shall be permitted. Access to the attic from the interior shall be limited to an opening 36 inches by 36 inches in size. All interior door openings framed into walls on the attic level shall be filled in with approved framing studs. The attic space shall not be used as living space or storage space.
- c. No commercial or business activity shall be conducted on the Property.
- d. The garage to be reconstructed and repaired on the Property shall be maintained and used for garage purposes only and shall not be used for or remodeled for habitable or living space. The garage shall remain open to the roof and no second floor shall be installed. Incidental storage may occur above the rafters.

2. The terms of this First Amendment may be enforced by the City of Riverside, its successors or assigns. Should the City bring

an action to enforce any of the terms of this First Amendment, the prevailing party shall be entitled to reasonable attorneys' fees, expert witnesses' fees and reasonable costs of suit.

3. This First Amendment shall run with the land and each and all of its terms shall be binding upon the undersigned, his heirs, successors and assigns, and shall continue in effect until such time as released by the City Council of the City of Riverside, California.

IN WITNESS WHEREOF the undersigned has caused this First Amendment to be executed the day and year first written above.

Jonathan P. Fisher

JONATHAN P. FISHER

APPROVED AS TO FORM:

Clarice Sweeney

Assistant City Attorney

First Amendment to Covenant and Agreement and Declaration of Restrictions

State of California
County of Riverside } SS.

On this the 30th day of May 1991, before me, **180406**

Angela R. Stone

the undersigned Notary Public, personally appeared

Jonathan P. Fisher



personally known to me
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is _____ subscribed to the within instrument, and acknowledged that he _____ executed it. WITNESS my hand and official seal.

Angela R. Stone

Notary's Signature