

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

Project: Building Permit for  
6344 La Sierra Avenue  
Riverside, California

300354

RECEIVED FOR RECORD  
Min. Past 10'clock P.M.

AUG 29 1991

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$

*W. J. [Signature]*

COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 29 day of 8, 1991, by HILDA HARDY CHUNING, an unmarried woman, with reference to the following facts:

A. The undersigned is the fee owner of the following described real property, referred to herein as "the Property", situated in the City of Riverside, County of Riverside, State of California:

All that portion of Lot 1 of GOLDEN TERRACE as shown by Map on file in Book 11, pages 82 and 83 of Maps, records of Riverside County, described as follows:

BEGINNING at the most Westerly corner of said Lot 1;

Thence South 45°24'44" East on the Southwesterly line of said Lot 1, 119.27 feet to the True Point of Beginning;

Thence North 49°34' East, parallel with the Northwesterly line of said Lot 1, 362.88 feet to the Northeasterly line of said Lot 1;

Thence Southeasterly on the Northeasterly line of said Lot 1 on a curve concave to the Southwest, the cord of which bears South 39°03'40" West, a distance of 153.50 feet. Said point being distant 180 feet Northwesterly from the Southeasterly corner of said Lot 1;

Thence South 59°20' West, 356.26 feet to the Southwesterly line of said Lot 1;

Thence North 45°24'44" West on the Southwesterly line of said Lot 1, 93.38 feet to the True Point of Beginning.

DESCRIPTION APPROVAL: 8/23/91

*George P. White*  
SURVEYOR, CITY OF RIVERSIDE

B. The Property is located at 6344 La Sierra Avenue, Riverside, California, and is developed with a single-family house with attached garage and an accessory building.

C. The undersigned wishes to use the accessory building for accessory living quarters consisting of a living room, bedroom and bathroom with an attached carport.

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 for the issuance of a building permit for the Property, the City of Riverside is requiring the undersigned to execute and record a Covenant and Agreement which places certain restrictions on the accessory building to insure the single-family residential use of the property.

F. The undersigned desires to restrict the use of the Property to single-family residential and to comply with the condition imposed by the City of Riverside.

NOW, THEREFORE, for the purposes of complying with a condition of approval for issuance of a building permit by the City of Riverside and restricting the use of the Property to single-family residential, the undersigned hereby covenants and agrees with the City of Riverside that the following restrictions shall apply to the Property:

The single-family house and the accessory building containing the accessory living quarters shall be used as one dwelling unit. Neither building shall be used as a separate dwelling unit or separate living quarters from the other. Neither building nor any part of either building shall be sold, rented or leased separately from the other building. Kitchen facilities shall not be permitted, maintained or installed in the accessory living quarters. Except as permitted by the applicable zoning regulations of the City of Riverside, no business activity shall be conducted on the Property. The required on-site covered parking shall be maintained at all times.

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 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 reasonable attorneys' fees and expert witnesses' fees and other reasonable costs of suit.

This Covenant and Agreement and Declaration of Restrictions 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 Covenant and Agreement and Declaration of Restrictions to be executed the day and year first written above.

  
HILDA HARDY CHUNING

APPROVED AS TO CONTENT:

  
Beverly J. Williams  
Planning Department

APPROVED AS TO FORM:

  
Assistant City Attorney

STATE OF CALIFORNIA)  
COUNTY OF RIVERSIDE ) ss.

On this 29<sup>th</sup> day of August, 1991, before me,  
SHARON L. BARNES, the undersigned Notary  
Public, personally appeared HILDA HARDY CHUNING,

personally known to me

proved to me on the basis of satisfactory  
evidence

to be the person whose name is subscribed to the within instrument,  
and acknowledged that she executed it.

WITNESS my hand and official seal.

Sharon L Barnes  
Notary's Signature

