

170136

RECORDING REQUESTED 1:

WHEN RECORDED MAIL TO:

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

Project: Variance Case V-108-801 (Revised)
2090 Elsinore Road
Riverside, California

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

MAY 12 1992

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS
is made and entered into this 28th day of April, 1992, by KATHY
KANE BRUECK, 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:

Lot 9 of Tract Victoria Hills No. 1 as shown by
map on file in Book 36, page 55 of miscellaneous
maps in the Office of the County Recorder,
Riverside County, California.

B. The Property located at 2090 Elsinore Road, Riverside,
California, is developed with a single-family house and accessory
building. The Property is a corner lot situated on the southwest
corner of Elsinore Road and Telefair Way in the Residential-1
("R-1-125") Zone.

C. The undersigned wishes to construct a detached garage
which will encroach closer than one-third the lot depth from the
Telefair Way property line. A variance is required to allow the
accessory building on a corner lot to encroach nearer any street
than one-third the lot depth and one-third the lot width and to
allow the dwelling and accessory buildings to cover approximately
31% of the lot where a maximum of 30% lot coverage is permitted. As
a condition to the granting of the variance by the City of Riverside
in Variance Case V-108-801 (Revised), the undersigned must also
obtain all required permits for the existing guest house and to
execute and record a covenant to ensure that future buyers are aware
that the guest house cannot be used as a separate dwelling.

DESCRIPTION APPROVAL: 4/17/92
George P. White
SURVEYOR, CITY OF RIVERSIDE

D. A "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.

E. The undersigned desire 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 imposed by the City of Riverside for the granting of a variance in Variance Case V-108-801 (Revised) and for issuance of a building permit and for the purpose of 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 used as a guest house shall be used as one dwelling unit. Neither building nor any part of either building shall be used as a separate dwelling unit or separate living quarters from the other building or any part of either building. A kitchen shall not be permitted, maintained or installed in the accessory building. Neither building nor any part of either building shall be sold, rented or leased separately from the other building or any part of either building. The accessory building used as a guest house shall not be rented or otherwise used as a separate dwelling. The accessory building used as a guest house shall only be used by temporary guests of the occupants of the Property. No commercial or 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, her heirs, successors and assigns, and shall continue in effect until such time as released by the City Council of the City of Riverside, California.

