

311789

WHEN RECORDED MAIL TO:

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

Project: Building Permit for
5071 Queen Street
Riverside, California

RECEIVED FOR RECORD
AT 11:00 O'CLOCK

AUG 10 1993

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 6 day of August, 1993, by CHRISTOPHER L. CARPENTER and MOLLY W. CARPENTER, husband and wife, hereinafter collectively referred to as "Declarants" with reference to the following facts:

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

Parcel 1 as shown by Record of Survey on file in Book 34, Page 58 of Records of Survey, records of Riverside County, California;

Together with that portion of Parcel 1 of Record of Survey on file in Book 34, Page 26 of Records of Survey, Records of Riverside County, California, described as follows:

Beginning at the northeast corner of Parcel 1 of Record of Survey, as shown by map on file in Book 34, Page 26 of Records of Survey, Records of Riverside County, California;

Thence south 88° 48' 40" west along the north line of said Parcel 1, a distance of 38.00 feet;

Thence south 19° 11' 41" east, a distance of 127.96 feet;

Thence north 72° 21' 00" east, a distance of 13.64 feet to the easterly line of Parcel 1;

Thence north 46° 17' 22" west along the easterly line of Parcel 1, a distance of 20.60 feet to an angle point therein;

Thence north 01° 12' 49" west and continuing along the easterly line of Parcel 1, a distance of 103.24 feet to the Point of Beginning.

B. The Property, known as 5071 Queen Street, Riverside, California, is developed with a single-family residence and an attached garage. Declarants desire to obtain a building permit to add an addition to the garage including a second floor. The second floor addition will be reached by outside stairs and will be used as accessory living quarters including a sleeping room, sitting room, bathroom, and closet.

C. "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.

D. As a condition for the issuance of the building permit for the second floor addition to the garage, the City of Riverside is requiring the Declarants to record a covenant and agreement acceptable to the Planning and Legal Departments of the City which restricts the use of the Property for single-family residential and the use of the second floor addition to accessory living quarters so that the Property 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.

E. Declarants desire to restrict the use of the Property to single-family residential and to comply with a condition imposed by the City of Riverside for the issuance of the building permit.

NOW, THEREFORE, for the purposes of complying with a condition imposed by the City of Riverside for the issuance of a building permit and to restrict the use of the Property to single-family residential, Declarants hereby covenant and agree with the City of Riverside that the following restrictions shall apply to the Property:

1. The single-family house and the addition containing the accessory living quarters shall be used as one dwelling unit.
2. Neither the single-family house nor the addition containing the accessory living quarters shall be used as a separate dwelling unit or separate living quarters from the other.
3. Neither the existing house nor the addition containing the accessory living quarters shall be sold, rented or leased separately from the other.

4. No kitchen facilities shall be permitted, maintained or installed in the accessory living quarters.

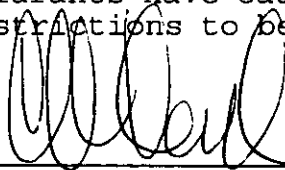
5. Except as otherwise permitted by Title 19 of the Riverside Municipal Code, no commercial or business activity shall be conducted on the Property.

6. The required covered on-site parking shall be maintained at all times.

7. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors and assigns. Should the City of Riverside 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 court costs, including reasonable attorneys' fees.

8. 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.

IN WITNESS WHEREOF the Declarants have caused this Covenant and Agreement and Declaration of Restrictions to be executed the day and year first written above.




CHRISTOPHER L. CARPENTER



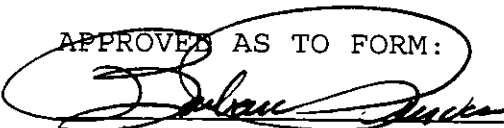
MOLLY W. CARPENTER

APPROVED AS TO CONTENT:



Planning Department

APPROVED AS TO FORM:



Assistant City Attorney

State of California)
) ss
County of Riverside)

On August 6, 1993, before me Margaret Hicks, a Notary Public
(date) (name and title of the officer)
personally appeared Christopher L. Carpenter and Molly W. Carpenter

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Margaret Hicks
Signature

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
- () Corporate Officer(s)
Title _____ Title _____
- () Guardian /Conservator
- (x) Individual(s)
- () Partner(s)
() General () Limited
- () Trustee(s)
- () Other _____

The party(ies) executing this document is/are representing:

