

431818

WHEN RECORDED MAIL TO:

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

Project: Building Permit for  
1240 Houser Place  
Riverside, California

RECEIVED FOR RECORD  
AT 11:00 O'CLOCK

OCT 29 1993

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 27<sup>th</sup> day of OCTOBER, 1993, by ROD E. LEARNED AND JENIECE K. LEARNED, husband and wife as joint tenants (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 2 of Parcel Map recorded November 3, 1972, in Book 6, page 56 of Parcel Maps, records of Riverside County, California.

B. The Property, known as 1240 Houser Place, Riverside, California, is developed with a single-family residence with attached garage and an accessory building currently used as a garage. Declarants desire to obtain a building permit to convert the detached garage into accessory living quarters to be used as a recreation room and a storage area. The accessory living quarters includes a living area, 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 a building permit for the Property, the City of Riverside is requiring Declarants to execute and record a Covenant and Agreement which places

DESCRIPTION APPROVAL: 10/22/93  
George P. Hutchinson

certain restrictions on the accessory living quarters to ensure the single-family residential use of the Property so that it 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 purposes of complying with a condition imposed by the City of Riverside for issuance of a building permit for the conversion of the accessory building from a garage to accessory living quarters and storage room and restricting 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 accessory building containing the accessory living quarters shall be used as one dwelling unit.

2. Neither the single-family house nor the accessory building containing the accessory living quarters shall be used as a separate dwelling unit or separate living quarters from the other.

3. Neither the single-family house nor the accessory building containing the accessory living quarters shall be sold, rented or leased separately from the other building.

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

5. 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.


6. The on-site covered parking required by Title 19 of the Riverside Municipal Code 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.

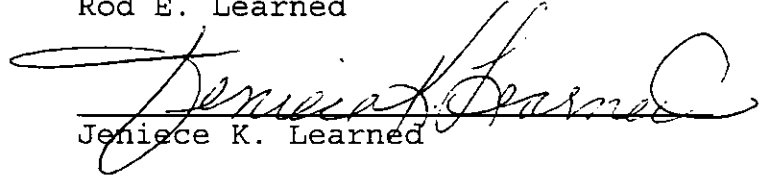
8. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by the Planning Director of the City of Riverside, California.

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.



Rod E. Learned

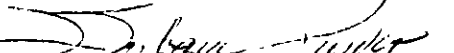


Jeniece K. Learned

APPROVED AS TO CONTENT:

  
Richard E. Hartman  
Planning Department

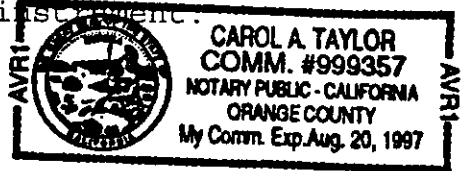
APPROVED AS TO FORM:

  
Assistant City Attorney

State of California )  
County of Orange ) ss

On October 27, 1993 before me Carol A. Taylor Notary Public  
(date) (name and title of the officer)  
personally appeared Rod E. Flarked and  
Genece R. Flarked

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.  
Carol A. Taylor  
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:  
\_\_\_\_\_  
\_\_\_\_\_