

014978

WHEN RECORDED MAIL TO:

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

Project: Building Permit for  
5912 Greenfield Avenue  
Riverside, California

RECEIVED FOR RECORD  
AT 8:00 O'CLOCK

JAN 12 1994

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$ 14

COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 11<sup>th</sup> day of January, 1994, by ELOISE E. MOON, a single woman ("Declarant") with reference to the following facts:

A. Declarant is the fee owner of the following described real property ("the Property") situated in the City of Riverside, County of Riverside, State of California:

The South half of Lot 9 of Greenfield Acres, as shown by Map on file in Book 11, page 32 of Maps, records of Riverside County, California.

B. The Property, known as 5912 Greenfield Avenue, Riverside, California, is developed with a single-family residence and garage. Declarant desires to expand the existing garage including the construction of a second story which will extend over both the existing garage and the new garage. The second floor addition is designed for future use as living area, but is shown only as unfinished attic area in the plans filed with the City of Riverside ("City"). This attic area has a separate outside stairway for access, several windows and proper setback under the current Zoning Code of City for living use.

C. Although Declarant does not propose to use the attic area of the addition to the garage as accessory living quarters at this time, City is requiring Declarant to execute and record a covenant acknowledging that a building permit will be required from City to convert this attic to accessory living quarters, along with the payment of school fees. As a further condition for the issuance of the building permit for the Property, City is requiring Declarant to acknowledge that the accessory living quarters cannot have kitchen facilities nor may it be rented or

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DESCRIPTION APPROVAL  
1/10/94  
W.C. Brainerd  
SURVEYOR, CITY OF RIVERSIDE by KGP

used as a separate dwelling.

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.

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

1. At such time as Declarant desires to convert the second story addition to the garage to accessory living quarters, Declarant shall first obtain a building permit from City for such conversion and pay such fees as may then be required, including school fees.

2. At such time as the second story addition to the garage is used for accessory living quarters, the single-family house and the accessory living quarters shall only be used as one dwelling unit.

3. Neither the accessory living quarters nor the existing house 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 constructed in the second story addition to the garage.

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.

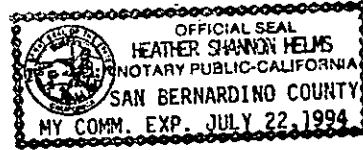
7. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by City, its successors and assigns. Should City bring an action to enforce any of the terms of this Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to court costs, 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 Declarant, her 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 Declarant has caused this Covenant and Agreement and Declaration of Restrictions to be executed the day and year first written above.

*Eloise E. Moon*

ELOISE E. MOON



*Heather Shannon Helms*

APPROVED AS TO CONTENT:

*Richard E. Heitman*

Planning Department

APPROVED AS TO FORM:

*[Signature]*

Assistant City Attorney