

WHEN RECORDED MAIL TO:

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

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

FEB - 8 1995

Project: Building Permit
3688 Strong Street
Riverside, California

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 15

15
3
Bw

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS
is made and entered into this 16th day of December, 1994, by
JUAN AMADOR, a single man, ANDRES AMADOR LOPEZ, a single man, and
MARIA ROSA AMADOR LOPEZ, a single woman (collectively,
"Declarants") with reference to the following facts:

A. 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:

All that portion of Lot 60 of the Lands of the
Southern California Colony Association, as shown
by map recorded in Map Book 7, page 3 of Maps,
in the office of the County Recorder of San
Bernardino County, California, particularly
described as follows:

Beginning at a point on the Northerly line of said
Lot, 63 feet Easterly from the Northwestern corner
thereof; thence Easterly along the said Northerly line
of said Lot, 100 feet; thence at a right angle
Southerly and parallel with the Westerly line of said
Lot, 261.6 feet to a point on the Northerly line of
that certain parcel of land conveyed to William P.
Shreeder and wife, recorded April 20, 1945 in Book
667, page 497 of Official Records of Riverside County,
California; thence Westerly along the Northerly line
of said parcel, 100 feet to a point on the Easterly
line of Glendora Tract, as shown by Map on file in
Book 8, page 25 of Maps, in the office of the County
Recorder of Riverside County; thence Northerly along
the Easterly line of said Glendora Tract, 261.6 feet
to the point of beginning.

DESCRIPTION APPROVAL 11/21/94
by [Signature]
SURVEYOR, CITY OF RIVERSIDE

B. The Property, known as 3688 Strong Street, Riverside, California, is developed with a single-family residence and an accessory building originally used as a garage. An addition has been added to the detached garage, and the garage and addition have been converted to accessory living quarters containing a game room, study, two bedrooms and a bathroom. Declarants are seeking a building permit to legalize the existing uses of the accessory building and to construct a new carport.

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. The City of Riverside as a condition to the issuance of the building permit is requiring Declarants to execute and record a Covenant and Agreement which places certain restrictions on the Property to ensure the single-family residential use of the Property so that the single-family residence and accessory building 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.

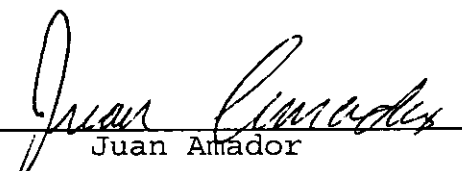
NOW, THEREFORE, for the purposes of complying with a condition imposed by the City of Riverside for issuance of a building permit, and restricting the use of the Property to single-family residential, Declarants hereby covenant and agree with the City of Riverside that the following restrictions shall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

1. The single-family house and the accessory building shall be used as one dwelling unit.
2. No kitchen facilities shall be permitted, maintained or installed in the accessory building.
3. Neither the single-family house nor the accessory building shall be sold, rented or leased separately from the other.
4. 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.
5. The on-site covered parking required by Title 19 of the Riverside Municipal Code shall be maintained at all times.
6. 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.

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



 Juan Amador

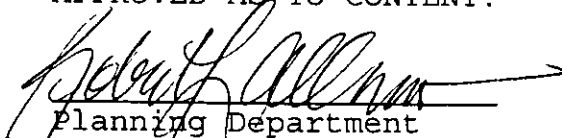


 Andres Amador Lopez




 Maria Rosa Amador Lopez

APPROVED AS TO CONTENT:



 Planning Department

APPROVED AS TO FORM:



 Assistant City Attorney

State of California)
County of Riverside)^{SS}

On December 16th 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Juan Amador Lopez, Andres Amador Lopez and Maria Rosa Amador Lopez ~~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.

Adriana B. Allende
Signature

