

WHEN RECORDED MAIL TO:

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

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

MAY 17 1996

Project: Variance Case VR-059-956
2931 Berkeley Road
Riverside, California

Recorded in Official Records
of Riverside County, California
Recorder
Fees \$ 15

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS



15
5/14

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 10th day of MAY, 1996, by JEAN HART, an unmarried 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:

Lot 40 of Monterey Manor as shown by map on file in Book 27, Pages 2 and 3 of Maps, records of Riverside County, California.

B. The Property, known as 2931 Berkeley Road, Riverside, California, is in the Single Family Residential ("R-1-80") Zone and was originally developed with a single-family residence with attached garage. In 1990, permits were issued to allow the attached garage to be converted into living space and a carport to be attached to the front of the residence. Since that time, an approximately 210 square foot room addition has been constructed to the easterly side of the garage conversion without benefit of a building permit. Declarant proposes to legalize the construction of the room addition.

C. Since the R-1-80 Zone requires a 25-foot rear yard setback, Declarant has filed an application with the City of Riverside ("City") in Variance Case VR-059-956 for a variance from the City of Riverside Zoning Regulations as set forth in Title 19 of the Riverside Municipal Code to allow the room

RESOLUTION APPROVED
12798
SU MAYOR CITY OF RIVERSIDE

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C/A - 507

addition to encroach up to 17-feet into the rear yard.

D. As a condition to the approval of the variance granted by City in Variance Case VR-059-956, Declarant is required to record a covenant and agreement to the specifications of the Planning and Legal Departments which stipulates that the room addition, trailer and any other structures or sheds on the Property will not be used as a second unit or for any business activities.

E. Declarant desires to record a covenant and agreement acceptable to the Planning and Legal Departments of the City which meets the above-referenced condition imposed in Variance Case VR-059-956 and restricts the use of the Property for single-family residential so that the Property will not mistakenly be used for two dwelling units, for one primary dwelling unit and one auxiliary dwelling unit, or for commercial or business activity.

NOW, THEREFORE, for the purpose of complying with a condition of approval for the granting of a variance by the City of Riverside in Variance Case VR-059-956 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. The single-family house, the room addition subject to the granting of a variance in Variance Case VR-059-956, any trailer now located on the Property or hereinafter located thereon, and any other structures or sheds on the Property shall be used as one dwelling unit, and that the room addition, and any trailer or other structure or shed on the Property will not be used as a second dwelling unit.

2. Neither the existing residence nor any accessory building including any trailer shall be sold, rented or leased separately from the other.

3. 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.

4. The on-site covered parking required by Title 19 of the Riverside Municipal Code shall be maintained at all times.

5. 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.

6. 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, by a writing duly recorded.

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



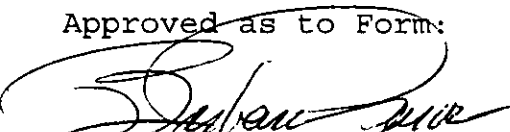
 Jean Hart

Approved as to Content:



 Planning Department

Approved as to Form:



 Assistant City Attorney

State of California)
County of Riverside) ss

On May 10, 1996, before me, the undersigned,
a Notary Public in and for said State, personally appeared

Jean Hart
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.

Ellen H. Quinn
Signature

