

330648



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

AUG 30 1996

Project: Plan Check  
10379 Campbell Avenue  
Riverside, California

Recorded in Official Records  
of Riverside County, California

Recorder

Fees \$

ME

15

15/3

COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 26<sup>th</sup> day of June, 1996, by DAVID E. TYSON, a single man ("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:

That portion of Lot 5 in Block 5 of La Granada, as shown by map on file in Book 12, pages 42 through 51, inclusive, of Maps, records of Riverside County, California, described as follows:

Commencing at the Southwesterly corner of said lot;

Thence Easterly along the Southerly line of said lot, a distance of 150 feet to the True Point of Beginning;

Thence Northerly to a point in the Northerly line of said lot, distant 150 feet Easterly of the Northwestern corner thereof;

Thence Easterly along said Northerly line 75 feet;

Thence South in a straight line to a point in the Southerly line of said lot, distant 75 feet Easterly from the True Point of Beginning;

Thence Westerly along the Southerly line of said lot, a distance of 75 feet to the True Point of Beginning.

F:\WPDATA\COV\96082201.BP

DESCRIPTION APPROVAL  
K. G. Strout 5/10/96  
for SURVEYOR, CITY OF RIVERSIDE by \_\_\_\_\_

49-7

CIA 516

B. The Property, known as 10379 Campbell Avenue, Riverside, California, is in the Rural Residential ("RR") Zone and is developed with a single-family residence and detached garage. Declarant proposes to allow the installation of a older mobile home unit as an accessory building for storage on the Property.

C. Since the proposed accessory building looks like a mobile home, as a condition to the issuance of the approval of the plans for the installation of the mobile home unit onto the Property the City of Riverside ("City") is requiring Declarant to record a covenant and agreement to insure that the accessory structure will not be rented out as an accessory living area, and that the kitchen in the accessory building will be removed.

D. Declarant desires to record a covenant and agreement acceptable to the Planning Department of the City which 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, and limits the use of the mobile home installed as an accessory building for storage only and not as living quarters.

**NOW, THEREFORE**, for the purpose of complying with a condition of approval for the approval of the plan check for the installation of the mobile home on the Property as an accessory building by the City of Riverside 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 and the accessory building shall be used as one dwelling unit.
2. The accessory building consisting of a mobile home placed upon a foundation shall not be rented out as an accessory living area.
3. Neither the accessory building nor the existing residence shall be sold, rented or leased separately from the other.
4. No kitchen facilities shall be installed or permitted in the accessory building consisting of a mobile home placed upon a foundation.
5. The accessory building consisting of a mobile home placed upon a foundation shall be used for storage only.
6. 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.

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

8. 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.

9. 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, his 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.

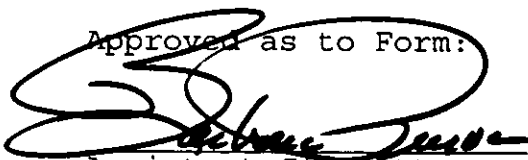
IN WITNESS WHEREOF Declarant has caused this Covenant and Agreement and Declaration of Restrictions to be executed the day and year first written above.

  
 \_\_\_\_\_  
 David E. Tyson

Approved as to Content:

  
 \_\_\_\_\_  
 Planning Department

Approved as to Form:

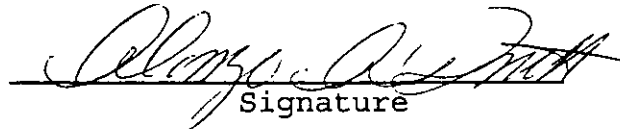
  
 \_\_\_\_\_  
 Assistant City Attorney

State of California )  
 ) ss  
County of RIVERSIDE )

On 6/26/96, 1996, before me, the undersigned,  
a notary public in and for said State personally appeared  
DAVID E. TYSON

~~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.

  
Signature

