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WHEN RECORDED MAIL TO:

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

Project: Building Permit for
5979 Via Loma
Riverside, CA

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

JUN 17 1997

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 15

For Recorder's Office Use Only

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS



15
3/15

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 16th day of June, 1997, by CHARLES A. BIBBS and ELAINE D. BIBBS, husband and wife as joint tenants, ("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:

Parcel 3 of a Certificate of Compliance for Lot Line Adjustment recorded July 20, 1992, as Instrument No. 266305, Official Records of Riverside County, California, described as follows:

That portion of Lot 8 of Tract No. 25486-1 as shown by map on file in Book 233 of Maps, pages 100 through 102, inclusive, records of Riverside County, California, described as follows:

BEGINNING at the Northeast corner of said Lot 8;

Thence North 65° 19' 49" West a distance of 264.14 feet along the north property line of Lot 8;

Thence South 26° 18' 14" West a distance of 131.69 feet to a point on the south property line of Lot 8;

Thence South 59° 31' 12" East a distance of 285.84 feet along the south property line of Lot 8 to a point on the east property line of Lot 8 and the beginning of a non-tangent curve concave northwesterly and having a radius of 267.00 feet to which a radial line bears North 53° 35' 35" West;

DESCRIPTION APPEARS V... 6.13.97
CIVIL ENGINEER, CITY OF RIVERSIDE

Thence North and East along said curve through a central angle of 35° 11' 20" an arc distance of 163.98 feet along the east property line of Lot 8 to THE POINT OF BEGINNING.

B. The Property, known as 5979 Via Loma, Riverside, California, is being developed with a two-story single-family residence with an attached garage and an accessory building to be used as a game room. In addition to the game room area, the accessory building will include a bathroom, a bar with a sink, and storage room.

C. As the accessory building contains a separate living area, bathroom and bar with sink and storage room, the City of Riverside 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 the issuance of a building permit for the construction of the accessory building, 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 shall be permitted, maintained or installed in the accessory building.

3. Neither the accessory building nor the main residence shall be sold, rented or leased separately from the other.

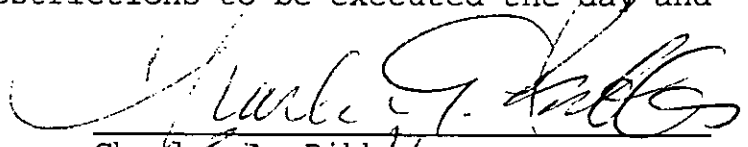
4. Except as otherwise permitted by the provisions of Title 19 of the Riverside Municipal Code, no commercial or business activity shall be conducted on the Property.

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

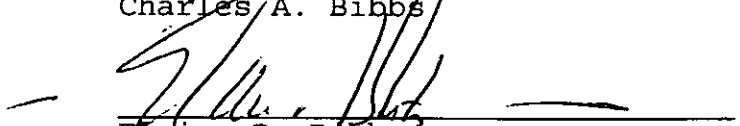
6. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors and assigns. Should the City of Riverside bring an action to enforce any of the terms of this Covenant and Agreement and Declaration of Restrictions, the prevailing party 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, by a writing duly recorded.

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



Charles A. Bibbs

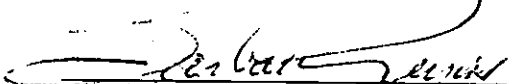


Elaine D. Bibbs

APPROVED AS TO CONTENT:


Planning Department

APPROVED AS TO FORM:

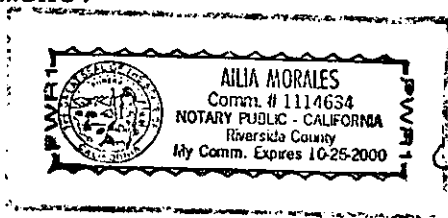

Assistant City Attorney

State of California)
County of Riverside) ss

On June 16, 1997, before me, the undersigned, a notary public in and for said State, personally appeared

Charles A. Bibbs and Elaine D. Bibbs

~~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.

Ailia Morales
Signature

State of California)
County of _____) ss

On _____, before me, the undersigned, a notary public in and for said State, personally appeared

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