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JUN 25 1997

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$ 12

WHEN RECORDED MAIL TO:

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

Project: Plan Check for  
2240 Jefferson Street  
Riverside, California

FOR RECORDER'S OFFICE USE ONLY

COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 23 day of June, 1997, by **SALVATORE GIULIANO** and **PATRICIA SUE GIULIANO** (who acquired title as **PATRICIA SUE GUILIANO**), husband and wife (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:

Parcel 1 of Parcel Map No. 22044 on file in Book 157 of Parcel Maps at pages 59 through 60, records of Riverside County, California.

B. The Property, known as 2240 Jefferson Street, Riverside, California, is in a single family residential zone and is developed with a single-family residence. Declarants propose to build an accessory building on the Property which will include a two-car garage and a guest house consisting of a living room, two bedrooms, a recreation room and two bathrooms.

C. "Guest house" is defined by Section 19.04.165 of the Riverside Municipal Code to mean living quarters within an accessory building located on the same premises with the main building, for use by temporary guests of the occupants of the premises, having no kitchen, and not rented or otherwise used as a separate dwelling.

D. As a condition to the approval by the Planning Department of the City of Riverside of the plans for the accessory building, Declarants are required to record a covenant and agreement stating that the accessory building

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will not contain a kitchen nor be used as a separate residence.

F. Declarants desire to record a covenant and agreement acceptable to the Planning Department of the City of Riverside which meets the above-referenced conditions 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 issuance of a building permit for the accessory building imposed by the Planning Department of the City of Riverside 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 main residence and the accessory building which includes the guest house shall be used as one dwelling unit.
2. Neither the main residence nor the accessory building which includes the guest house shall be used as a separate dwelling unit or separate living quarters from the other.
3. Neither the main residence nor the accessory building which includes the guest house shall be sold, rented or leased separately from the other.
4. No kitchen shall be permitted, maintained or installed in the accessory building to be used as a guest house.
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 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.
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 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.

*Salvatore Giuliano*  
SALVATORE GIULIANO

*Patricia Sue Giuliano*  
PATRICIA SUE GIULIANO

Approved as to Content:

*Michael J. Zimmerman*  
Planning Department

Approved as to Form:

*Patricia Sue*  
Assistant City Attorney

State of California )  
County of Riverside ) ss

On June 23, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared

Salvatore Giuliano + Patricia Sue Giuliano  
~~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