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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 26 1997

Project: Plan Check for  
1504 Bradley Street  
Riverside, California

Recorded in Official Records  
of Riverside County, California

Recorder

Fees \$ 15

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 \_\_\_\_\_ day of \_\_\_\_\_, 1997, by GLORIA ROBERTS-SINGLETERY, a married woman who acquired title as GLORIA R. BALOGH ("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:

Parcel 1 of Parcel Map on filed for record June 10, 1976, in Book 25 of Parcel Maps at page 5, records of Riverside County, California.

B. The Property, known as 1504 Bradley Street, Riverside, California, is in a single family residential zone and is developed with a single-family residence. Declarant proposes to build on the Property an accessory building to be known as the Carriage House which will include a garage, hobby room, game room, shop, rest room and a guest house consisting of a living room, a bedroom, wardrobe and laundry area, a dining and games area, a sunroom and a bathroom.

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

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Department of the City of Riverside of the plans for the accessory building, Declarant is required to record a covenant and agreement stating that the accessory building will not contain a kitchen nor be used as a separate residence.

F. Declarant desires 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, Declarant hereby covenants and agrees 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.

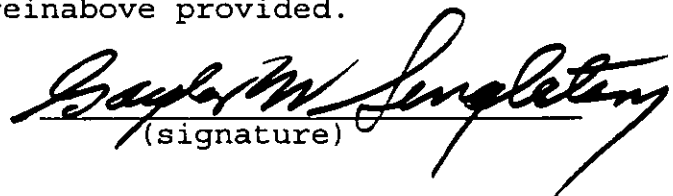
8. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarant, her heirs, successors and assigns,

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.

  
GLORIA ROBERTS-SINGLETARY

I, as the husband of Gloria Roberts-Singletary, hereby acknowledge, consent to, and agree to be bound by, the provisions of the Covenant and Agreement hereinabove provided.

  
(signature)

GAYLOR W. SINGLETARY  
(print name)

Approved as to Content:

Approved as to Form:

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

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

State of California )  
 )ss  
County of Riverside )

On August 21, 1997, before me, the undersigned,  
a Notary Public in and for said State, personally appeared

GLORIA ROBERTS-SINGLETARY

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.



Gloria L. Edwards  
Signature  
GLORIA L. EDWARDS

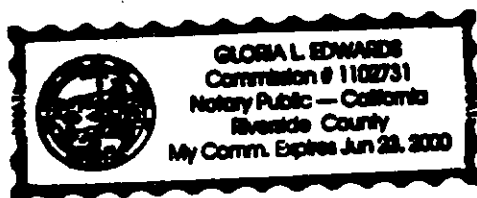
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GAYLOR W. SINGLETARY

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