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Riverside, California 92522

DEC 14 1998

Recorded in Official Records  
of Riverside County, California

Recorder

Fees \$

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FOR RECORDER'S OFFICE USE ONLY

Project: Variance Case VR-110-867  
1219 Coronet Drive  
Riverside, California



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COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 10 day of DECEMBER, 1998, by EDUARDO A. GARCIA, JR. and MARTHA GARCIA, husband and wife as Joint Tenants ("Declarants"), 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 2 of TRACT NO. 7427, AS SHOWN BY MAP ON FILE IN BOOK 91, PAGES 68 THROUGH 71, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

B. The Property, known as 1219 Coronet Drive, Riverside, California, is in a horse ranch zone (HR) and is developed with a single-family residence. Declarants propose to construct an approximately 750 square foot accessory building (guest house) with an attached approximately 900 square foot patio cover. The guest house will include two bathrooms (one a 3/4 bathroom and one a 1/2 bathroom), a wet bar, and an island counter.

C. 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 will not contain a kitchen or cooking facilities, nor be used as a rental unit or granny flat.

12/10/98  
Walter R. Inge

D. 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 shall be used as one dwelling unit.
2. Neither the main residence nor the accessory building shall be used as a separate dwelling unit or separate living quarters from the other.
3. Neither the main residence nor the accessory building 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, 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 Declarants have caused this Covenant and Agreement and Declaration of Restrictions to be executed the day and year first written above.

*Eduardo A. Garcia Jr* 12/10/88  
\_\_\_\_\_

EDUARDO A. GARCIA, JR.  
AKA EDUARDO A. Garcia

*Martha Garcia*  
\_\_\_\_\_

MARTHA GARCIA

Approved as to Content:

*D.W.T. D.D.*  
\_\_\_\_\_

Planning Department

Approved as to Form:

*Kathleen M. Anye*  
\_\_\_\_\_

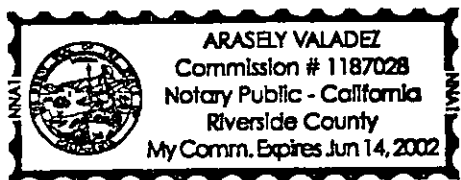
Assistant City Attorney

State of California )  
County of Riverside ) ss

On December 10th, 1998, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared

Eduardo A. Garcia, Jr. and Martha Garcia  
~~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.



Arasely Valadez  
Signature

11-6

C/A 631