

WHEN RECORDED MAIL TO:

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

JAN 15 1999

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$

18

FOR RECORDER'S OFFICE USE ONLY

Project: 3495 First Street
Riverside, California



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X.P.

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this _____ day of _____, 1999, by **JESUS HERNANDEZ FIGUEROA, A MARRIED MAN WHO ACQUIRED TITLE AS JESUS HERNANDEZ, A SINGLE MAN and GUADALUPE HERNANDEZ, A MARRIED WOMAN WHO ACQUIRED TITLE AS GUADALUPE ZARAGOZA, A SINGLE WOMAN, 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 27 of HEWITT PLACE, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 3 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

B. The Property, known as 3495 First Street, Riverside, California, is in a single family residential zone and is developed with a single-family residence, an existing accessory building with an addition and a detached garage. Declarants propose to legalize an approximately 296 square foot addition to the approximately 360 square foot existing accessory building. The addition includes a guest room, living room and porch. The original accessory building includes a game room.

C. As a condition to the approval by the Planning Department of the City of Riverside of the plans for the accessory building addition, 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.

DECLARATION APPROVED 1.12.99
[Signature]
CITY CLERK

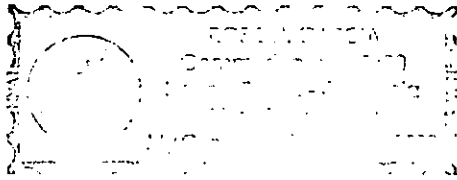
State of California)
County of Riverside) ss

On 01/15/1999, 1999, before me, the undersigned,
a Notary Public in and for said State, personally appeared

Jesus Hernandez-Figueroa

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.



[Handwritten Signature]
Signature

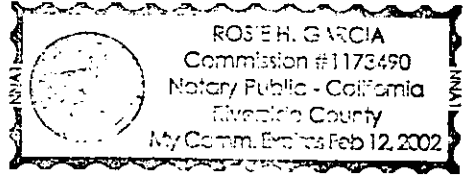
State of California)
County of Piverside) SS

On 01/14/99, 1999, before me, the undersigned,
a Notary Public in and for said State, personally appeared

Guadalupe Hernandez

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.



Rose H. Garcia
Signature

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

Jesus Hernandez Figueroa
JESUS HERNANDEZ FIGUEROA, who
acquired title as Jesus Hernandez

Guadalupe Hernandez
GUADALUPE HERNANDEZ, who acquired
title as Guadalupe Zaragoza

Approved as to Content:

[Signature]
Planning Department

Approved as to Form:

[Signature] 11.15.99
Assistant City Attorney
Deputy

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, along with the addition, shall be used as one dwelling unit.

2. Neither the main residence nor the accessory building with the addition shall be used as a separate dwelling unit or separate living quarters from the other.

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

4. No kitchen shall be permitted, maintained or installed in the accessory building with the addition.

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.