

WHEN RECORDED MAIL TO:

City Clerk  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

Project: VR-140-001  
7886 Sycamore Avenue  
Riverside, California 92504  
APN 227-173-002-4

**DOC # 2001-599685**

12/05/2001 08 00R Fee: 15 00

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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COVENANT AND AGREEMENT  
AND DECLARATION OF RESTRICTIONS



(SINGLE FAMILY DWELLING RESTRICTION)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 27 day of NOVEMBER, 2001, by **JAVIER ROMERO**, Husband, and **JOSEFINA ROMERO**, Wife, as Joint Tenants ("Declarants"), with reference to the following facts:

A Declarants are the fee owners of the real property (the "Property") situated in the City of Riverside, County of Riverside, State of California, which is described as follows:

Lot 2 of Jefferson Square in the City of Riverside, County of Riverside, State of California, as shown by Map on file in Book 23, Pages 61 of Maps, Records of Riverside County, California.

B. The Property, known as 7886 Sycamore Avenue, Riverside, California, is in the Single Family Residential ("R-1-65") Zone and is developed with a single family residence.

C. Declarants have applied to the City of Riverside for an administrative variance to legalize the existing structure which consists of approximately 610 square-feet, which was to be constructed as a detached garage, which currently exists on Declarants' Property but never received building permits. The structure's current floor plan currently depicts two bedrooms, one bathroom, a living room and a family room with a sink area. The kitchen must be removed as set forth herein.

D As a condition for granting an administrative variance to allow the existing structure to encroach approximately 2 feet from an interior side (east) property line where a minimum 5-foot building setback is required and as a condition of obtaining building permits, the City of Riverside is requiring Declarants to execute and record a covenant assuring that the accessory building will only

DESCRIPTION APPROVAL 11/7/2001

K. Shurt  
for SURVEYOR, CITY OF RIVERSIDE by ---

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be used as a workshop or other nonhabitable storage space (detached garage).

E. As a condition of approval of the administrative variance, the City of Riverside is requiring Declarants to execute and record a covenant assuring that the detached garage will be limited to use which is incidental to the main residence and prohibiting the detached garage from being rented or otherwise used as a separate dwelling.

F. Declarants are willing to record a covenant and agreement and declaration of restrictions ("Covenant") to put future owners on notice of the limitation on the use of the detached garage and the prohibition of renting or using it as a separate dwelling.

NOW, THEREFORE, for the purposes of complying with a condition imposed by the City of Riverside for the granting of the administrative variance and restricting the use of the detached garage to solely uses compatible with the definition of "garage, private" under Title 19 of the Riverside Municipal Code and prohibiting the detached garage from being converted into living space without obtaining the appropriate permits and paying the appropriate fees, Declarants hereby covenant and agree with the City of Riverside that the following restrictions shall apply to the Property:

1. The accessory building will only be used as a workshop or other nonhabitable storage space (detached garage).

2. The single-family residence and the accessory building shall be used as one dwelling unit.

3. No kitchen facilities shall be permitted, maintained or installed in the accessory building. The building will not be converted into living space without obtaining the appropriate permits and paying the appropriate fees. Therefore, the existing kitchen facilities will be permanently removed.

4. Neither the accessory building (detached garage) nor the main residence shall be sold, rented or leased separately from the other.

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 or assigns. Should the City of Riverside bring an action to enforce the terms of the Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit.

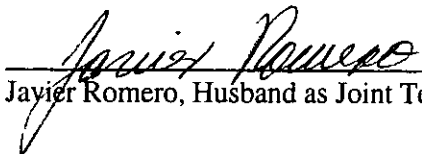
8. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, successors and assigns, and shall

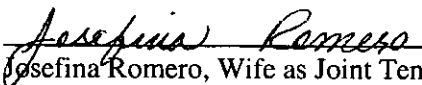


continue in effect until such time as released by the Planning Director, or the successor to the duties of such official, of the City of Riverside, California, by a writing duly recorded.

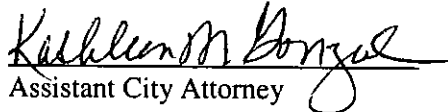
FURTHER, Declarants and each of them hereby represent and warrant that they have the legal power, right and actual authority to subject the Property to the restrictions, terms and conditions stated herein.

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

  
Javier Romero, Husband as Joint Tenant

  
Josefina Romero, Wife as Joint Tenant

APPROVED AS TO FORM:

  
Assistant City Attorney

APPROVED AS TO CONTENT:

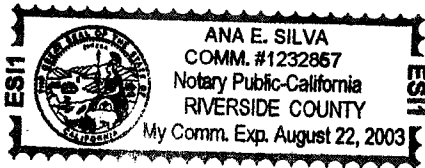
  
Planning Department



STATE OF CALIFORNIA )  
)  
COUNTY OF RIVERSIDE )

On November 27, 2001, before me, Ana E. SILVA, the undersigned, a notary public in and for said State, personally appeared Javier Romero & Josefina Romero personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

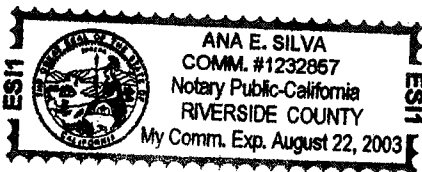


Ana E. Silva  
Notary Public

STATE OF CALIFORNIA )  
)  
COUNTY OF RIVERSIDE )

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WITNESS my hand and official seal.



Ana E. Silva  
Notary Public

