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WHEN RECORDED MAIL TO:

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

Project: 9939 Dufferin Avenue
Riverside, California 92503

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COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

(SINGLE FAMILY DWELLING RESTRICTION)

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THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 30th day of August, 2002, by **DENNIS N. SCUDDER**, a married man as his sole and separate property ("Declarant"), with reference to the following facts:

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

See Exhibit "A" attached hereto and incorporated herein by reference.

B. The Property, known as 9939 Dufferin Avenue, Riverside, California, is in the Residential Agricultural ("RA-5") Zone and is developed with a single family residence.

C. Declarant has applied to the City of Riverside for a building permit for the construction of a new, approximately 2188 square-foot single-family residence with a garage, and to convert the existing 1003 square-foot single-family residence into an accessory living quarters with the living space consisting of a bathroom, two bedrooms, a living room, and a wet bar.

D. "Accessory Living Quarters" is defined by Title 19 of the Riverside Municipal Code ("Zoning Code"), Section 19.04.020 to mean living quarters within an accessory building located on the same premises with the main building, such quarters having no kitchen facilities and not rented or otherwise used as a separate dwelling.

E. As a condition for the issuance of building permit for the Property, the City of Riverside ("City") is requiring Declarant to executed and record this Covenant and Agreement and Declaration of Restrictions ("Covenant") which places certain restrictions on the accessory living quarters to ensure the single-family residential use of the property. The Declarant desires to restrict the use of the Property

to single-family residential and to put future owners on notice of the prohibition on the attached accessory living quarters from being rented or considered a separate dwelling unit, prohibiting installation or maintenance of any kitchen facilities in the attached accessory living quarters, and prohibiting the use of the accessory living quarters for commercial or business activity not authorized by Title 19 of the Riverside Municipal Code.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City for the issuance of the building permit, and restricting the use of the Property to single-family residential, Declarant hereby covenants and agrees with the City that the following restrictions shall apply to the Property:

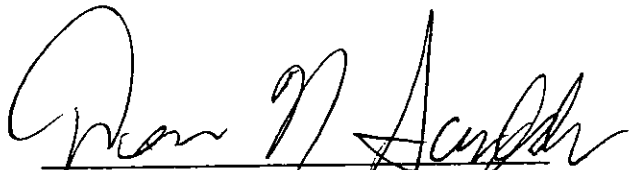
1. The single-family residence and the accessory living quarters shall be used as one dwelling unit..
2. Neither building shall be used as a separate dwelling unit or separate living quarters from the other.
3. No kitchen facilities shall be permitted, maintained or installed in the accessory living quarters.
4. Neither the accessory living quarters nor the main residence shall be sold, rented or leased separately from the other building.
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.

The terms of this Covenant may be enforced by the City, its successors or assigns. Should the City bring an action to enforce the terms of this Covenant, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit.


This Covenant 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.



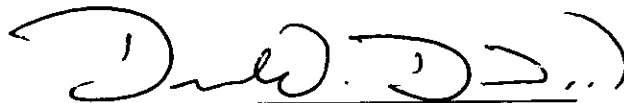
IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.


DENNIS N. SCUDDER

APPROVED AS TO FORM:


Deputy City Attorney

APPROVED AS TO CONTENT:


Planning Department

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CA 02-1949



STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On 8/30/02, before me, Michelle C. Small, the undersigned, a notary public in and for said State, personally appeared Dennis N. Scudder 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 she executed the same in her authorized capacity, and that by her 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.

Michelle C. Small
Notary Public

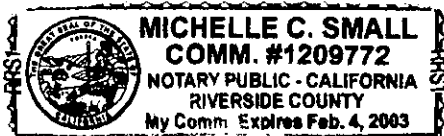


EXHIBIT "A"

The portion of Lot 4 in Block 10 of Arlington Heights, in the City of RIVERSIDE, County of RIVERSIDE, State of California, as per map recorded in Book 11, page(s) 20 and 21 of Maps, in the office of the County Recorder of San Bernardino County, described as follows:

Beginning at the most Easterly corner of Lot 4;

Thence North 34° 01' West, along the Northeasterly line of said Lot, 204 feet;

Thence South 56° West and parallel with the Southeasterly line of said Lot, 150 feet;

Thence North 34° 01' West parallel with the Northeasterly line of said Lot, 68 feet;

Thence North 56° East parallel with the Southeasterly line of said Lot, 150 feet to the Northeasterly line of said Lot;

Thence North 34° 01' West along the Northeasterly line of said lot, 408.25 feet to the most Northerly corner of said Lot;

Thence South 56° West along the Northwesterly line of said Lot to a point bearing North 56° East; 261.25 feet, the most Westerly corner of said Lot;

Thence South 34° 01' East parallel with the Southwesterly line of said Lot, 421.20 feet;

Thence South 16° 59' East, 128.56 feet;

Thence North 56° East and parallel with the Southeasterly line of said Lot, 161.43 feet;

Thence South 34° 01' East and parallel with the Northeasterly line of said Lot, 136 feet to the Southeasterly line of said Lot;

Thence North 56° East along the Southeasterly line of said Lot, 256 feet to the point of beginning.

DESCRIPTION APPROVAL 8.26.02
Walter R. Free by _____
SURVEYOR, CITY OF RIVERSIDE

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