



WHEN RECORDED MAIL TO:

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

Project: 3361 Eucalyptus Avenue  
Riverside, California

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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 9th day of SEPTEMBER, 2002, by **FRANCISCO LOPEZ**, a single man and **BEATRIZ A. ACEVEDO**, a single woman 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, described as follows:

Lot 5 in Block 10 of the H.P. Kyes Tract as shown by Map recorded in Book 7, Page 27 of Maps, Records of San Bernardino County, State of California.

B. The Property, known as 3361 Eucalyptus Avenue, Riverside, California, is in the Single Family Residential ("R-1-65") Zone and is currently developed with a single-family residence and two detached accessory structures; one 280 square feet which will be demolished and the other 360 square feet to which Declarants propose to construct a 315 square foot addition on the rear in order to add accessory living quarters and a laundry/bathroom.

C. Declarants, under Case Number VR-038-012, have applied to the City of Riverside for a variance and building permits for the construction of accessory living quarters and a laundry/bathroom. Further Declarants have agreed to demolish the 280 square foot accessory structure as part of this proposal.

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.

DESCRIPTION APPROVAL 5/31/2002  
K. S. ...  
for SURVEYOR, CITY OF RIVERSIDE

E. As a condition for the approval of the variance and the issuance of building permits for the Property, the City of Riverside ("City") is requiring Declarants 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 Declarants desire 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 granting of the variance and building permits, and restricting the use of the Property to single-family residential, Declarants hereby covenant and agree 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 nor separate living quarters from the other.
3. No kitchen facilities shall be permitted, maintained or installed in the accessory living quarters.
4. Neither the attached 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.

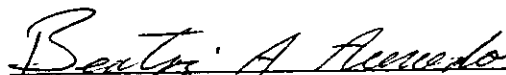
The terms of this Covenant may be enforced by the City, its successors or assigns. Should the City bring an action to enforce the terms of this Covenant, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit.

This Covenant shall run with the land and each and all of its terms shall be binding upon Declarants, their 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 to be executed as of the day and year first written above.

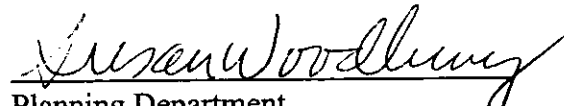
  
Francisco Lopez

  
Beatriz A. Acevedo

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
Deputy City Attorney

  
Planning Department

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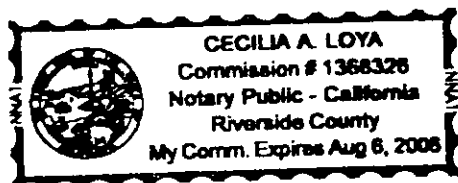


STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

On September 9, 2002 before me, CECILIA A. LOYA, the undersigned, a notary public in and for said State, personally appeared FRANCISCO LOPEZ AND BEATRIZ A. ACEVEDO ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names ~~is/are~~ 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(s), or the entity(ies) upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Cecilia A. Loya  
Notary Public



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