



WHEN RECORDED MAIL TO:

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

Project: 5111 Brockton Ave.
Riverside, CA 92506
APN: 217-232-025

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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 7th day of April, 2004, by **RICHARD L. MARSHALL**, a single-man, ("Declarant"), with reference to the following facts:

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

Lot 50, Suman Tract, County of Riverside, State of California, as per map recorded in Book 7, Page 34 of Maps, in the office of the County Recorder of Riverside County.

B. The Property, known as 5111 Brockton Ave., Riverside, California, is in the Single Family Residential ("R-1-65") Zone and is developed with a single family residence.

C. Declarant proposes to modify an existing approximately 865 square-foot structure to be used as an accessory living quarters consisting of a bedroom, living room, and bathroom.

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 a building permit for the Property, the City of Riverside ("City") is requiring Declarant to execute and record this Covenant and Agreement and Declaration of Restrictions ("Covenant") which places certain restrictions on the accessory living quarters to ensure

DISCUSSION AFFIDAVIT 4524
ASSASSINATOR, CITY OF RIVERSIDE

CIA 878
Duplicate 384
CIA 879

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 accessory living quarters from being rented or considered as a separate dwelling unit, prohibiting installation or maintenance of any kitchen facilities in the 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.

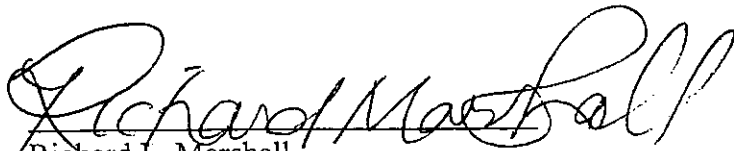
NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City for the issuance of a building permit, and restricting the use of the Property to single-family residential, Declarant hereby covenants and agrees with the City that the following restrictions shall apply to the Property:

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 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.

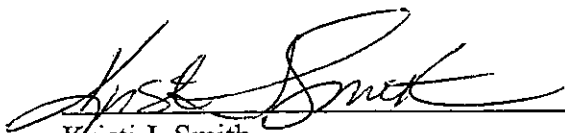
The terms of this Covenant may be enforced by the City, its successors or assigns. Should the City bring an action to enforce the terms of this Covenant, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit.

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.


Richard L. Marshall
4/7/04

APPROVED AS TO FORM:


Kristi J. Smith
Deputy City Attorney

APPROVED AS TO CONTENT:

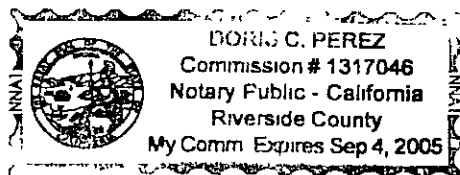
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Planning Department

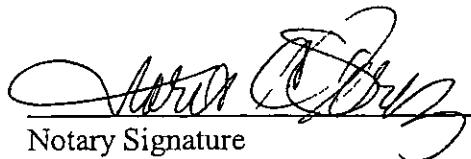
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STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On 4/7/2004, before me, **DORIS C. PEREZ**, the undersigned, a notary public in and for said State, personally appeared **RICHARD LEE MARSHALL** ~~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.




Notary Signature