

WHEN RECORDED MAIL TO:

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

Project: 8555 Philbin Ave.  
Riverside, CA 92503  
APN: 151-122-023

DOC # 2007-0417653  
06/27/2007 08:00A Fee:31.00  
Page 1 of 9

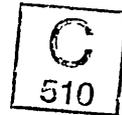
Recorded in Official Records  
County of Riverside  
Larry W Ward  
Assessor, County Clerk & Recorder



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COVENANT AND AGREEMENT  
AND DECLARATION OF RESTRICTIONS



(SECOND DWELLING UNIT RESTRICTION)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 11<sup>th</sup> day of June, 2007, by VICTOR C. CHARNETSKY and LETICIA CHARNETSKY ("Declarants") with reference to the following facts.

A. Declarants are the record 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"

B. The Property, known as 8555 Philbin Avenue, Riverside, California, is in the R-1-65 (Single Family Residential) Zone.

C. Declarants have applied to the City of Riverside for a building permit for a second dwelling unit on the Property.

D. A second dwelling unit is permitted under Section 19.10.020 (O) of the Riverside Municipal Code ("Zoning Code"), subject to the recording of a covenant restricting the use of the property and the second dwelling unit, to ensure the Property maintains its residential character.

E. Declarants desire to restrict the use of the Property to residential and to put future owners on notice of the prohibition on the second dwelling unit as set forth by Section 19.10.020 (O) of the Riverside Municipal Code.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City for the granting of building permits, Declarants hereby covenant and agree with the City that the following restrictions shall apply to the Property:

1. The single-family residence and the second dwelling unit shall not be sold or encumbered separately, but shall remain as an integrated unit.

2. Either the single-family residence or the secondary dwelling unit shall be occupied by the record owners of the property at all times.

3. If the single-family residence or the second dwelling unit is not occupied by the record owners of the property for any period longer than thirty (30) days, one of the two dwelling units will be required to be converted to accessory living quarters or a guest house and the kitchen facilities shall be removed.

4. 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.

5. 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, or his/her designee, by a writing duly recorded.

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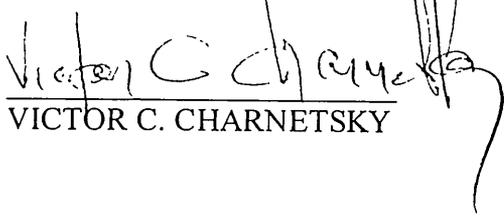
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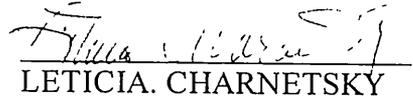
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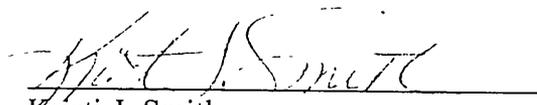
IN WITNESS WHEREOF, Declarants have caused this Covenant and Agreement to be executed as of the day and year first written above.

  
VICTOR C. CHARNETSKY

  
LETICIA. CHARNETSKY

APPROVED AS TO FORM

APPROVED AS TO CONTENT

  
Kristi J. Smith  
Supv. Deputy City Attorney

  
Name: Kyle Smith  
Planning Division

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CA 07-0941  
04/23/07

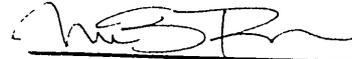




EXHIBIT "A"

Lot 96 of Camp Anza Subdivision No. 1, as shown by map on file in Book 22 Pages 81 and 82 of Maps, Records of Riverside County, California.

DESCRIPTION APPROVAL.



MARK S. BROWN  
CITY SURVEYOR

4/30/07  
DATE

**Jurat  
(California)**

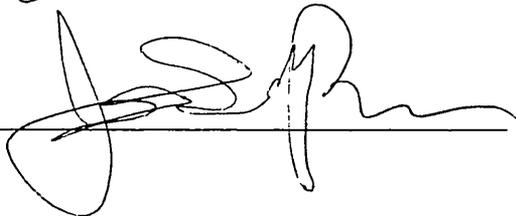
Title of Document: \_\_\_\_\_

Date of Document: 05/24/07

State of California )  
County of Riverside ) SS.

Subscribed and sworn to (or affirmed) before me on  
this 24<sup>th</sup> day of May, 2007  
by Victor C. Charnetsky and Leticia Charnetsky,

personally known to me or proved to me on the basis of satisfactory evidence to  
be the person(s) who appeared before me.

Signature 

(This area for notary stamp)





LARRY W. WARD  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P O Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Joshua J. Pascua - Notary Public

Victor C. Charnetsky, Declarant

Leticia L Charnetsky, Declarant

2007-0417553  
86-27-2667 88 88A  
8 of 8



Date: 05/24/2007

Signature:

Print Name: Joshua J. Pascua



CIA 1008



LARRY W. WARD  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P O Box 751  
Riverside, CA 92502-0751  
(951) 486-7000

www.riversideacr.com

**NOTARY CLARITY**

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Joshua J. Pascaen

Commission #: 1658160

Place of Execution: Riverside, CA

Date Commission Expires: April 13, 2010

Date: 05/24/07

Signature: [Handwritten Signature]

Print Name: Joshua J. Pascaen

