

DOC # 2008-0085557
02/21/2008 08:00A Fee:19.00

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



WHEN RECORDED MAIL TO:

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

Project: 4075 Sedgewick Ave.
Riverside, CA 92507
APNs: 211-214-041 & 042

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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 7th day of Jan, 2008, by HUBERT TRIEU, a single man, ("Declarant") with reference to the following facts.

A. Declarant is the record owner 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 4075 Sedgewick Avenue, Riverside, California, is in the R-1-65 (Single Family Residential) Zone.

C. Declarant has 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. Declarant desires 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.

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NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City for the granting of building permits, Declarant hereby covenants and agrees 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 owner of the property at all times.
3. If the single-family residence or the second dwelling unit is not occupied by the record owner 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 Declarant, his heirs, successors and assigns, and shall continue in effect until such time as released by the Planning Director of the City, or his/her designee, by a writing duly recorded.

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



HUBERT TRIEU

APPROVED AS TO FORM

APPROVED AS TO CONTENT



Kristi J. Smith
Supervising Deputy City Attorney



Vanessa Batista
Planning Division

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CA: 07-2870
12/10/07



ACKNOWLEDGMENT

State of California
County of Riverside

On Feb. 21, 2008 before me, Francisca Andrade, Notary Public
(insert name and title of the officer)

personally appeared Hubert Trieu
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Francisca Andrade (Seal)



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EXHIBIT "A"

LEGAL DESCRIPTION



PARCEL I

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That part of Cox's Addition Block 3, recorded in Book 3, Page 59 of Maps, Records of San Bernardino County, California, more fully described as follows:

BEGINNING at the Southwesterly corner of Lot 17, Block 3 of said Cox's Addition;

Thence North 29° 17' 20" East, 165.05 feet along the westerly line of Lot 17 to the south line of 10th Street;

Thence along said south line South 60° 45' 30" East, 11.86 feet to a curve concave southwesterly with a radius of 14.50 feet;

Thence Southeasterly to the right along said curve through a central angle of 61° 08' 40", an arc length of 15.47 feet to the westerly line of that certain parcel of land described in Grant Deed to the City of Riverside by document recorded April 22, 1983, as Instrument No. 76957 of Official Records of said Riverside County;

Thence South 00° 23' 10" West along said westerly line, 179.88 feet to the northerly line of Lot 21 in said Block 3;

Thence North 60° 40' 30" West, along the north line of Lots 21, 22 and 23 in said Block 3, a distance of 111.51 feet to the POINT OF BEGINNING.

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DESCRIPTION APPROVAL:

[Signature]
DATE 12/18/07

MARK S. BROWN
CITY SURVEYOR



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