

WHEN RECORDED MAIL TO:

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

Project: 14240 Bush Avenue
Riverside, California
APN: 276-060-013

DOC # 2009-0238093

05/12/2009 08:00A Fee:NC

Page 1 of 6

Recorded in Official Records
County of Riverside

Larry W Ward

Assessor, County Clerk & Recorder

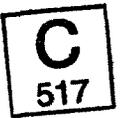


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COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

(SINGLE FAMILY DWELLING RESTRICTION)

9



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 23rd day of March, 2009, by BASSAM OTHMAN and ELIZA ITIKO OTHMAN, husband and wife, as joint tenants, collectively (“Declarants”), with reference to the following facts

A. Declarants are the fee 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 14240 Bush Street, Riverside, California is in the Residential Estate (“RE”) Zone and is developed with a single-family residence.

C. Declarants propose to construct an approximately 1,903 square-foot accessory dwelling unit.

D. “Accessory Dwelling Unit” is defined by Title 19 of the Riverside Municipal Code (“Zoning Code”) Chapter 19.910 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 Declarants to execute and record this Covenant and Agreement and Declaration of Restrictions (“Covenant”) which places certain restrictions on the accessory dwelling unit to ensure the single-family residential use of the property. 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 dwelling unit from being rented or considered as a separate dwelling unit, prohibiting installation or maintenance of any kitchen facilities in the

C/A 1073

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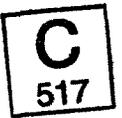


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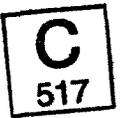


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C/A 1073

accessory dwelling unit, and prohibiting the use of the accessory dwelling unit 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, 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 dwelling unit 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 dwelling unit.
4. Neither the attached accessory dwelling unit 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 attorney's 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 Director of the Planning Division 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

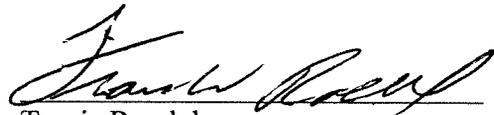

BASSAM OTHMAN


ELIZA ITIKO OTHMAN

APPROVED AS TO FORM:


Kristi J. Smith
Supv. Deputy City Attorney

APPROVED AS TO CONTENT:


Travis Randel
Planning Division

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03/10/09



ACKNOWLEDGMENT

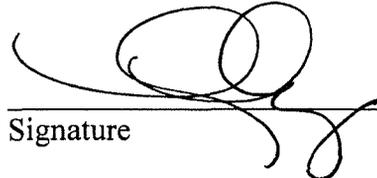
State of California
County of Riverside

On March 23, 2009, before me, G. McCroskey, notary public, a

notary public, personally appeared Bassam Othman and Elza Othman, 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.

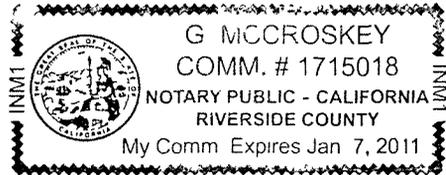
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

(SEAL)



Attached to: Covenant and Agreement and Declaration of Restrictions dated March 23rd, 2009



2009-0238093
05/12/2009 02 00A
4 of 5

C/A 1073

ACKNOWLEDGMENT

State of California
County of Riverside

On March 23, 2009, before me, E. McCroskey, notary public, a

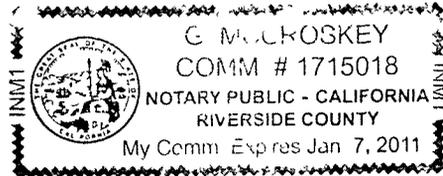
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[Signature]
Signature

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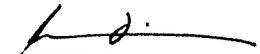
2009-023093
05/12/2009 08 00A
5 of 6

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 4 OF PARCEL MAP 8076 AS SHOWN BY MAP ON FILE IN BOOK 37, PAGE 25
OF PARCEL MAPS, RECORDS OF COUNTY OF RIVERSIDE, CALIFORNIA.

DESCRIPTION APPROVAL

BY  9/8/09
DATE

FOR MARK S. BROWN
CITY SURVEYOR



2009-0238093
05/12/2009 08 00A
6 of 6

C/A 1073