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Project: Administrative Variance Case VR-068-990  
6944 Sandtrack  
Riverside, California



COVENANT AND AGREEMENT  
AND DECLARATION OF RESTRICTIONS  
FOR AN ACCESSORY BUILDING

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 24 day of JAN., 2000, by DAVID M. BERTINO and LINDA BERTINO, husband and wife, as Joint Tenants, (hereinafter referred to as "Declarants"), with reference to the following facts:

DESCRIPTION APPROVAL 1/20/00  
by  
William R. Inge  
SURVEYOR, CITY OF RIVERSIDE

A. Declarants are the fee owners of the following described real property (the "Property") situated in the City of Riverside, County of Riverside, State of California:

Lot 14 of Tract No. 18376-2, as shown by map on file in Book 132 pages 81 and 82 of Maps, Records of Riverside County, California.

B. The Property, known as 6944 Sandtrack, Riverside, California, is zoned for Single Family Residential use within a Horse Ranch Zone ("HR-Horse Ranch Zone"), and is currently developed with a single-family residence and attached 3 car garage. Declarants desire to construct a 1,080 square-foot accessory building for storage of antique cars, a boat and recreational vehicle.

C. "Accessory building" is defined by Title 19 of the Riverside Municipal Code ("Zoning Code") and means a building, part of a building or structure, or portable building including a cargo container which is subordinate to, and the use of which is incidental to that of the main building, structure or use on the same lot.

D. The City of Riverside has required, as a condition of the approval of the variance case VR-068-990 for the accessory structure of a size in excess of the Zoning Code

size restriction, that certain restrictions be placed upon the Property with regard to the use of the accessory building so that it shall only be occupied in accordance with Title 19 of the Riverside Municipal Code and certain other conditions of approval for said variance.

NOW, THEREFORE, for the purpose of complying with certain conditions imposed by the City of Riverside for the issuance of an Administrative Variance, Declarants hereby covenant and agree with the City of Riverside that the following restrictions shall apply to the Property:

1. The accessory building shall be constructed and occupied solely in accordance with Title 19 of the Riverside Municipal Code and the conditions of approval in Administrative Variance Case VR-068-990, including but not limited to the following provisions:

a. The maximum size of the accessory building shall be 1,080-square-feet.

b. A second driveway and curb-cut, both per Zoning Code standards, shall be constructed for access to the accessory building per Planning and Public Works Department specifications. Turf blocks shall be used for a portion of the driveway paving to minimize any adverse aesthetic impact.

c. No kitchen facilities shall be permitted, maintained or installed in the accessory building.

d. The use of the accessory building will be subordinate to the primary dwelling unit and it shall not be rented or otherwise used as a separate, auxiliary dwelling unit.

e. Declarants shall comply with all existing rules and regulations in effect at the time this variance is exercised.

f. The accessory building shall have no separate address or house number.

g. The subject property shall be substantially developed as shown on the plot plan on file with this case except for any specific modification that may be required as a result of these conditions of approval.

h. There shall be a one-year time limit in which to Declarants shall obtain the necessary permits and commence construction of the project and said time limit shall

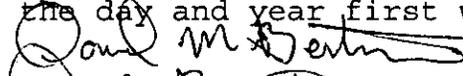
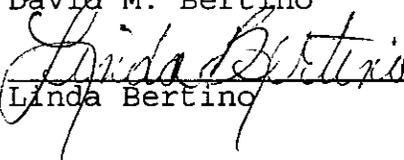


commence on the day following approval by the Zoning Administrator.

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

3. This Covenant and Agreement and Declaration of Restrictions 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.

  
  
\_\_\_\_\_  
David M. Bertino  
  
\_\_\_\_\_  
Linda Bertino

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Planning Department

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Assistant City Attorney



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of San Bernardino

On 1-24-00 before me, Roseann Rossano, Notary Public  
Date Notary Name and Title i.e. Jane Doe, Notary Public

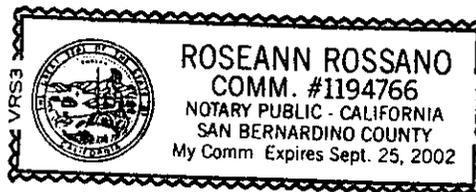
personally appeared David m Bertino + Linda Bertino  
Name of Signers

personally known to me - OR -  *Attached to Covenant & Agreement & Declaration of Restrictions for an Accessory Building.*

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.

Roseann Rossano  
Signature of Notary Public



(Place Seal in the Space Above)

