



WHEN RECORDED MAIL TO:

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

Project: 3343 Spruce Street
Riverside, California 92501

(10)

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COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

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(SINGLE FAMILY DWELLING RESTRICTION)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 11 day of January, 2003, by **JAVIER BERNAL** and **YOLANDA O. BERNAL**, husband and wife, and **ARTURO CISNEROS**, a single man (collectively "Declarants") with reference to the following facts:

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

See attached Exhibit "A"

B. The Property, known as 3343 Spruce Street, Riverside, California, is in the Single Family Residential ("R-1-65") Zone and is developed with a single family residence.

C. Declarants have applied to the City of Riverside for building permits and variances related to legalization of a converted detached accessory structure from a garage to a 594 square foot guest house (consisting of a bedroom, utility room, bathroom and game room) and the construction of an approximately 162 square-foot carport.

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 the building permit and granting of the variances 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 living quarters to ensure the single-family residential use of the property. The 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 living quarters from being rented or considered a separate dwelling unit, prohibiting installation or maintenance of any kitchen facilities in the attached 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 granting of building permits and variances, 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:

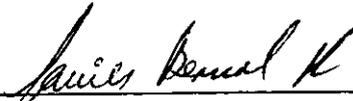
1. The accessory living quarters will only be used by temporary guests of the occupants of the premises.
2. The single-family residence and the accessory living quarters shall be used as one dwelling unit.
3. Neither building shall be used as a separate dwelling unit or separate living quarters from the other.
4. No kitchen facilities shall be permitted, maintained or installed in the accessory living quarters.
5. Neither the attached accessory living quarters nor the main residence shall be sold, rented or leased separately from the other building.
6. 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.
7. 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.

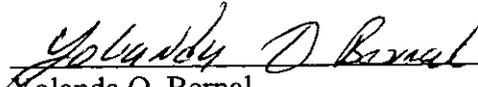
This Covenant shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by the Planning Director of the City, or his designee, by a writing duly recorded.



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



Javier Bernal



Yolanda O. Bernal



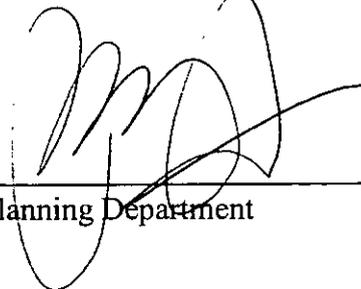
Arturo Cisneros

APPROVED AS TO FORM:



Deputy City Attorney

APPROVED AS TO CONTENT:



Planning Department



EXHIBIT "A"

THAT PORTION OF LOT 40 OF THE LANDS OF SOUTHERN CALIFORNIA COLONY ASSOCIATION, AS SHOWN BY MAP ON FILE IN BOOK 7 PAGE 3 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID LOT 40;
THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT, 330.50 FEET;
THENCE AT A RIGHT ANGLE WESTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 200 FEET FOR THE POINT OF BEGINNING;
THENCE AT A RIGHT ANGLE NORTHERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 40, 165.25 FEET;
THENCE AT A RIGHT ANGLE WESTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 50 FEET;
THENCE AT A RIGHT ANGLE SOUTHERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT, 165.25 FEET;
THENCE AT A RIGHT ANGLE EASTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 50 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE SOUTHERLY RECTANGLE 30 FEET THEREOF FOR ROADWAY;

SAID LAND IS ALSO SHOWN AS LOT 21 ON ASSESSOR'S MAP IN BOOK 1 PAGE 1 OF ASSESSOR'S MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

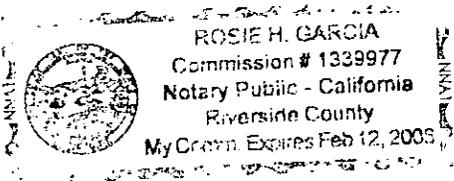
DESCRIPTION APPROVAL 11/14/02
Walter R. Jones by _____
for SURVEYOR, CITY OF RIVERSIDE



STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On 01/11/2003, before me, Rosie H. Garcia, the undersigned, a notary public in and for said State, personally appeared Javier Bernal, Yolanda O. Bernal 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.



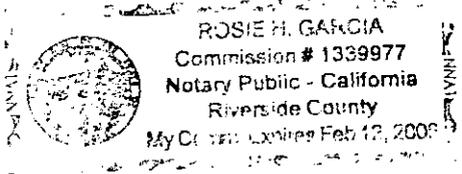
[Handwritten Signature]
Notary Signature

STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)



On 01/14/2003, before me Rosie H. Garcia the undersigned, a notary public in and for said State, personally appeared Javier Bernal, Galanda, Bernal & Arturo Cisneros 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.



Rosie H. Garcia
Notary Signature

**ILLEGIBLE NOTARY SEAL DECLARATION
(GOVERNMENT CODE 27361.7)**

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Rosie H. Garcia

Commission No. 1339977

Date Commission Expires Feb 12, 2006

Date and Place of Notary Execution 01/11/03 Riverside

Date and Place of This Declaration 01/21/03 Riverside

Jolanda D. Bernal
Signature

Firm Name (if any)

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Yolande D Bernal
Signature

Firm Name (if any)

25-3

