



WHEN RECORDED MAIL TO:

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

Project: 9241 Andrew St.
Riverside, CA
APN: 233-082-008

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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 day of AUGUST, 2005, by **TING SAU IP and SIU KUEN IP**, husband and wife, ("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:

The West half of Lot 8 of Ashford Tract as shown by map on file in Book 15, page 44 of maps, records of Riverside County, California.

B. The Property, known as 9241 Andrew St., Riverside, California, is in the R-1-65 (Single Family Residential) Zone.

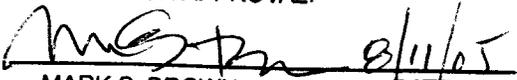
C. Declarants have applied to the City of Riverside for an existing second dwelling unit.

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.

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DESCRIPTION APPROVAL:


MARK S. BROWN
CITY SURVEYOR

8/11/05
DATE

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, it's 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, Declarants have caused this Covenant and Agreement to be executed as of the day and year first written above.



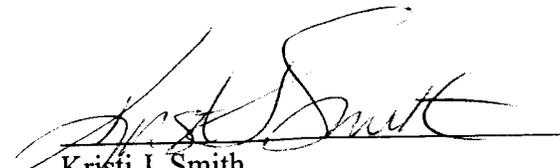
Ting Sau Ip



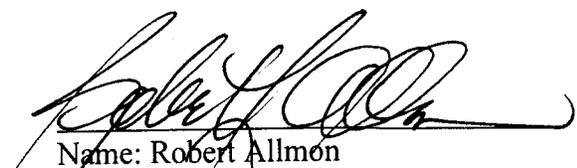
Siu Kuen Ip

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Kristi J. Smith
Deputy City Attorney



Name: Robert Allmon
Planning Division

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CA: 05-1701/clg/8/5/05





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: CHELSEY RIDDLE

Commission #: # 1593135

Place of Execution: ~~JUNE 29 2009~~ RIVERSIDE COUNTY

Date Commission Expires: JUNE 29 2009

Date: 8-11-05

Signature: *Ting Sau Ip*

Print Name: TING SAU IP



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