



WHEN RECORDED MAIL TO:

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

Project: 6923 Mission Grove Pkwy.
Riverside, CA 92506
APN: 272-172-022

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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 15 day of September, 2005, by **LINDA VANDERWEEL**, Trustee of the Linda Vanderweel Living Trust dated June 21, 2005, ("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:

Lot 42, Tract 22480, County of Riverside, State of California, as per map recorded in Book 175, Page 56 through 59 of Maps, in the office of the County Recorder of said County.

B. The Property, known as 6923 Mission Grove Parkway, Riverside, California, is in the R-1-100 (Single Family Residential) Zone.

C. Declarant has applied to the City of Riverside for a 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. 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.

DESCRIPTION APPROVAL

[Signature] 8/29/05

MARK S. BROWN
CITY SURVEYOR

DATE

CIA 965

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 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 Declarant, her 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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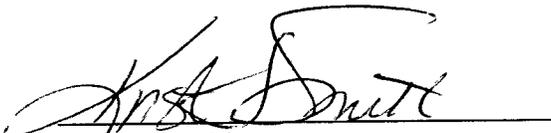


IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.



LINDA VANDERWEEL,
Trustee of the Linda Vanderweel
Living Trust, dated June 21, 2005

APPROVED AS TO FORM:



Kristi J. Smith
Deputy City Attorney

APPROVED AS TO CONTENT:



Name: Robert Allmon
Planning Division

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