

WHEN RECORDED MAIL TO:

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

Project: 5701 Mitchell Avenue  
Riverside, CA 92505  
APN: 150-150-007  
P04-0047

DOC # 2005-0820745

10/04/2005 08:00A Fee:25.00

Page 1 of 7

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

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(SECOND DWELLING UNIT RESTRICTION AND  
RESTRICTIONS ON FUTURE USES OF PROPERTY)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 3rd day of August, 2005, by ANTONIO G. MORALES, a married man as his sole and separate property, and MERWIN P. MORALES, a single man, ("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:

See Exhibit "A"

B. The Property, known as 5701 Mitchell Avenue, Riverside, California, is in the RR (Rural Residential) Zone.

C. Under Planning Case P04-0047, Declarants have applied to the City of Riverside to construct an approximately 1344 square foot second dwelling unit, consisting of a living room, dining room, kitchen, four bedrooms, two baths and a 484 square foot detached garage.

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.

F. Additionally, as a condition to the approval of P04-0047, the City is requiring Declarants to execute and record a covenant and agreement, which places certain restrictions and limitations on the keeping of animals on the property.

G. Declarants also desire to record a covenant and agreement which puts future owners on notice of the prohibition of livestock as set forth by Section 19.20.030 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, Declarants hereby covenant and agree with the City that the following restrictions shall apply to the Property:

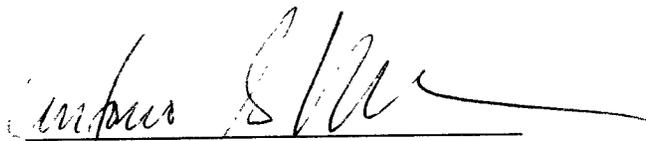
1. The single-family residence and the second dwelling unit shall not be sold or encumbered separately, but shall remain as an integrated unit.
2. Either the single-family residence or the secondary dwelling unit shall be occupied by the record owners of the property at all times.
3. If the single-family 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.
6. The property is hereby prohibited from being used for grazing, raising, training, keeping, maintaining and/or housing those animals allowed in Chapter 19.18 of the Riverside Municipal Code.

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/her designee, by a writing duly recorded.

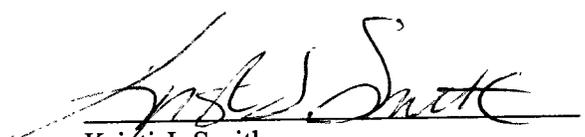
IN WITNESS WHEREOF, Declarants have caused this Covenant and Agreement to be executed as of the day and year first written above.

  
ANTONIO G. MORALES  
Declarant

  
MERWIN P. MORALES  
Declarant

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
Kristi J. Smith  
Deputy City Attorney

  
Robert Allmon  
Planning Division  
Community Development Department

**SPOUSAL COMMUNITY RIGHTS IN THE COVENANT AND AGREEMENT**

Dated 8/23/05

I am the spouse of ANTONIO G. MORALES, and I hereby consent and join in the covenant hereinabove described and I hereby release and quitclaim any community property interest that I may have in said covenant.

  
Signature

LOURDES P. MORALES  
Printed Name

O:\Cyc\com\WPDocs\D001\P003\00047132.doc  
CA: 05-1792  
08/01/05





# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California  
County of San Bernadino } ss.

On Sept 29, 2005, before me, Gloriann Teresa Storelli, N.P.  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Merwin P. Morales  
Name(s) of Signer(s)

personally known to me  
 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.

Gloriann Storelli, N.P.  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

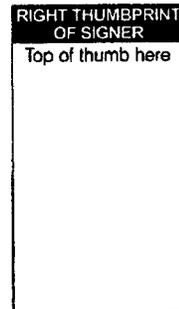
Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





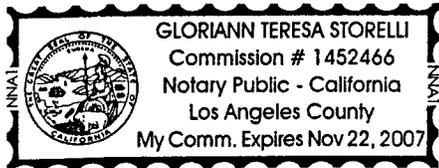
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California  
County of San Bernadino } ss.

On Sept. 29, 2005, before me, Gloriann Teresa Storelli, N.P.  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Antonio G. Morales  
Name(s) of Signer(s)

personally known to me  
 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.  
Gloriann Storelli, N.P.  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

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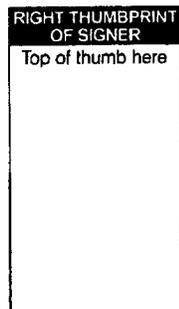
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Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

CIA 967



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

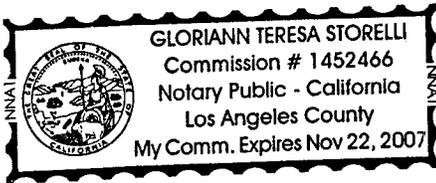
State of California

County of San Bernadino } ss.

On Sept. 29, 2005 before me, Gloriann Teresa Storelli, N.P.  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Lourdes P. Morales  
Name(s) of Signer(s)

- personally known to me
- 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.

Gloriann Storelli, N.P.  
Signature of Notary Public

Place Notary Seal Above

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- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

CIA 967

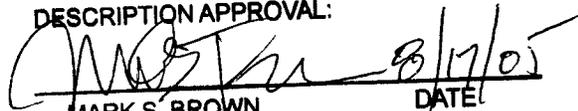
EXHIBIT "A"

A portion of Lot 4, in Block 7 of Chadbourne Heights, as shown by Map on file in Book 12, Page 11, 12 and 13 of Maps, Records of said County, described as follows:

Beginning at the most Southerly corner of said Lot 4; thence Northwesterly along the Easterly line of Mitchell Avenue, 150 feet; thence North 69° 30' 22" East, parallel with the Southeasterly line of said lot to the Westerly line of that certain parcel conveyed by William O'Brien and Alma R. O'Brien to Effie P. Gunderson by Deed recorded May 28, 1946, in Book 744, Page 597, of Official Record; thence Southeasterly along the Westerly line of said Parcel to the Southeasterly line of said Lot 4; thence Southwesterly along the Southeasterly line of Lot 4; to the point of beginning.

EXCEPTING therefrom the Southerly 75 feet thereof; said Southerly 75 feet being measured along the Easterly line of Mitchell Avenue and the Northwesterly line of said Southerly 75 feet being parallel with the Southeasterly line of said Lot.

DESCRIPTION APPROVAL:

  
MARK S. BROWN  
CITY SURVEYOR

8/17/05  
DATE



2005-0820745  
18/04/2005 08:00A  
7 of 7

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CIA 967