

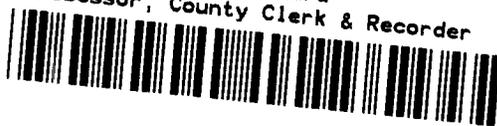
WHEN RECORDED MAIL TO:

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

Project: 10157 Eddystone Street.
Riverside, CA 92503
APN: 147-302-010

DOC # 2006-0132846
02/23/2006 08:00A Fee:22.00
Page 1 of 6

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

(SECOND DWELLING UNIT RESTRICTION)



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this _____ day of _____, 2005, by **RODOLFO CARLOS and LUZ MARIA CARLOS, husband and wife as joint tenants**, ("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" attached hereto and incorporated herein.

B. The Property, known as 10157 Eddystone Street 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.

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.

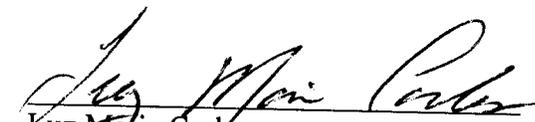
This Covenant shall run with the land and each and all of its terms shall be binding upon Declarants, it's heirs, successors and assigns, and shall continue in effect until such time as released by the Planning Director of the City, or his/her designee, by a writing duly recorded.

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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.

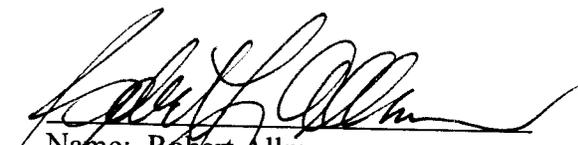

Rodolfo Carlos


Luz Maria Carlos

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Kristi J. Smith
Deputy City Attorney


Name: Robert Allmon
Planning Division

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CA: 05-1700/clg/8/5/05



EXHIBIT "A"

Lot 4 in Block 31 of La Granada, in the City of Riverside, County of Riverside, State of California, as shown by Map on File in Book 12, Pages 42 to 51 inclusive of Maps, Riverside County Records.

Except therefrom all that portion thereof particularly described as follows:

Beginning at the Southeasterly corner of said Lot; thence North 18 degrees, 18 minutes West along the Northeasterly line of said Lot, 330.42 feet to the Northeasterly corner thereof; thence South 71 degrees 12 minutes West along the Northwesterly line of said Lot, 100 feet; thence South 18 degrees 18 minutes East and parallel with the Northeasterly line of said Lot 308.89 feet to a point on the Southerly line thereof; thence South 83 degrees 51 minutes East along Southerly line of said Lot 102.29 feet to the point of beginning.

DESCRIPTION APPROVAL:


MARK S. BROWN
CITY SURVEYOR

DATE

8/10/05



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6 of 6

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C/A 976