

WHEN RECORDED MAIL TO:

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

Project: 7250 Orchard Street  
Riverside, CA 92504  
APN: 230-180-012

DOC # 2006-0403014

06/02/2006 08:00A Fee:25.00

Page 1 of 7

Recorded in Official Records

County of Riverside

Larry W. Hard

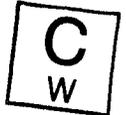
Assessor, County Clerk & Recorder



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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 16th day of MAY, 2006, by **DAVID ALFARO JR. a married man, and DAVID ALFARO SR. , a married man, 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:

Lot 16 of Madison Park, as shown by map on file in Book 14, Pages 82 and 83 of Maps, Records of Riverside County, California excepting therefrom any portion thereof included in the right of way of the Riverside Water Company's Canal.

B. The Property, known as 7250 Orchard Street, Riverside, California, is in the R-1-65 (Single Family Residential) Zone.

C. Declarants have applied to the City of Riverside for a building permit for a second dwelling unit on the Property.

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.

DESCRIPTION APPROVAL:

BY: Mark S. Brown 05-16-06  
DATE

1

FOR: MARK S. BROWN  
CITY SURVEYOR

C/A 978

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, 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.

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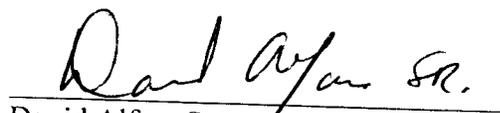
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IN WITNESS WHEREOF, Declarants have caused this Covenant and Agreement to be executed as of the day and year first written above.

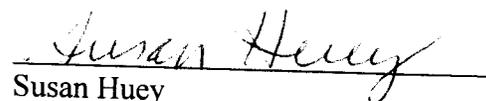
  
\_\_\_\_\_  
David Alfaro Jr.

  
\_\_\_\_\_  
David Alfaro Sr.

APPROVED AS TO FORM

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Kristi J. Smith  
Supervising Deputy City Attorney

  
\_\_\_\_\_  
Susan Huey  
Planning Division

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CA: 06-0997  
05/12/06





SPOUSAL COMMUNITY RIGHTS IN THE COVENANT AND AGREEMENT

Dated MAY 16, 2006

I am the spouse of DAVID ALFARO JR., 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.

*Rebecca Alfaro*  
\*Signature

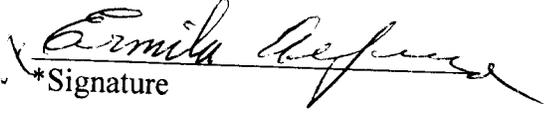
REBECCA ALFARO  
Printed Name

\*Signature must be notarized.

SPOUSAL COMMUNITY RIGHTS IN THE COVENANT AND AGREEMENT

Dated MAY 16, 2006

I am the spouse of DAVID ALFARO SR. 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

ERMILA ALFARO  
Printed Name

\*Signature must be notarized.