



WHEN RECORDED MAIL TO:

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

Project: 6703 Hillside Avenue
Riverside, CA 92502
APN: 190-220-008

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			6						8
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM 024

COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

30

(AUXILIARY DWELLING UNIT RESTRICTION)



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 30th day of October, 2006, by CESAR ANDAYA and ESMIREYDA ANDAYA, husband and wife, ("Declarants"), with reference to the following facts:

A. Declarants are the fee owners of the real property (the "Property") situated in the City of Riverside, County of Riverside, State of California, which legal description is as follows:

See Exhibit "A"

B. The Property, known as 6703 Hillside Avenue, Riverside, California, is in the Single-Family Residential (R-1-65) Zone.

C. Declarants have applied to the City of Riverside for a minor conditional use permit and building permit to construct an approximately 2,677 square foot auxiliary dwelling unit consisting of three bedrooms, three bathrooms, a living room, a dining room, a kitchen, a utility room, and garage.

D. "Auxiliary dwelling unit" is defined by Title 19 of the Riverside Municipal Code ("Zoning Code") to mean a dwelling unit located on a property zoned for single family residential use which is a subsidiary to the primary dwelling unit situated on that property.

E. Prior to the minor conditional use permit becoming effective and the issuance of building permits, the City of Riverside is requiring Declarants to execute and record

a covenant limiting the occupancy of the auxiliary dwelling unit to a maximum of two persons, each of whom is sixty (60) years of age or older, assuring that the legal owner(s) of the Property will continually occupy either the primary residence or the auxiliary dwelling unit, assuring that the kitchen facilities will be removed and the unit will not be used as a separate dwelling unit should the use authorized by the minor conditional use permit cease or fail to comply with the foregoing occupancy restrictions.

F. Declarants are willing to record a covenant and agreement and declaration of restrictions ("Covenant") to put future owners and successors-in-interest on notice of the above-stated restrictions on the use and occupancy of the auxiliary dwelling unit.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City of Riverside for the granting of a minor conditional use permit and building permit in Planning Case P06-0465, and restricting the use of the Property to that of a single-family house with an auxiliary dwelling unit. Declarants hereby covenant and agree with the City of Riverside that the following restrictions shall apply to the Property:

1. The number of occupants of the auxiliary dwelling unit shall be no more than two (2).
2. Each occupant of the auxiliary dwelling unit shall be sixty (60) years of age or older.
3. The legal owner(s) of the Property will continually occupy either the primary residence or the auxiliary dwelling unit.
4. The kitchen facilities will be removed from the auxiliary dwelling unit and such unit will not be used as a separate dwelling unit should the use authorized by the minor conditional use permit cease or fail to comply with the foregoing occupancy restrictions.
5. 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.
6. The on-site covered parking required by Title 19 of the Riverside Municipal Code shall be maintained at all times.
7. The use of the auxiliary dwelling unit is only authorized in accordance with the stated terms and conditions of approval. Should the use cease or fail to comply with the terms and conditions stated in this Covenant and Agreement, the minor conditional use permit will be subject to revocation.

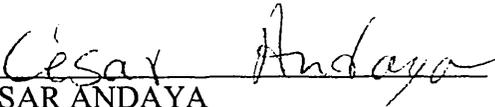
The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors or assigns. Should the City of Riverside bring an action to enforce the terms of the Covenant and Agreement and Declaration of

Restrictions, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit.

This Covenant and Agreement and Declaration of Restrictions 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 a writing duly recorded and executed by the Planning Director of the City of Riverside, California, or the successor to such duties.

Declarants hereby represent and warrant that they have the legal power, right and actual authority to subject the Property to the restrictions, terms and conditions stated herein.

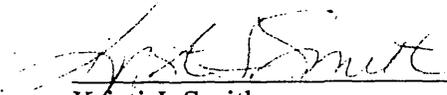
IN WITNESS WHEREOF, Declarants have caused this Covenant and Agreement to be executed as of the day and year first written above.

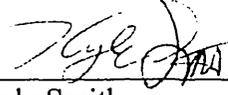

CESAR ANDAYA


ESMIREYDA ANDAYA

APPROVED AS TO FORM:

APPROVED AS TO CONTENT


Kristi J. Smith
Supervising Deputy City Attorney


Kyle Smith
Planning Division

O:\Cycrom\WPDocs\D006\P005\00071466.doc
CA: 06-2231
10/06/06

ACKNOWLEDGMENT

State of : California

County of Riverside

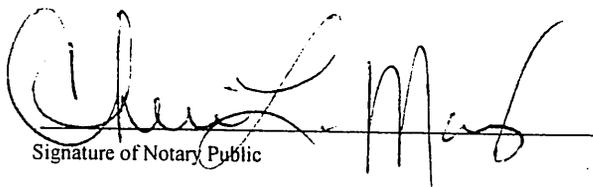
On 10-30-06, before me Cheri L. Manning, Notary Public

personally appeared CESAR ANDAYA AND ESIMIREYDA ANDAYA

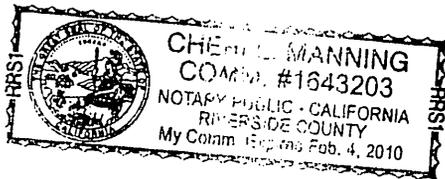
personally known to me
 proved to me on the basis of satisfactory evidence

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


Signature of Notary Public

Place Notary Seal Above



LEGAL DESCRIPTION

Real property in the City of Riverside, County of Riverside, State of California, described as follows:

PARCEL 1:

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION AND THE WESTERLY LINE OF HILLSIDE AVENUE, AS NOW LOCATED; THENCE SOUTHERLY ON THE WESTERLY LINE OF HILLSIDE AVENUE, 79.64 FEET, FOR THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 20' 20" WEST, 208.93 FEET; THENCE SOUTH 0 DEGREES 31' 15" EAST 75 FEET; THENCE NORTH 89 DEGREES 20' 20" EAST 180.10 FEET TO A POINT ON THE WESTERLY LINE OF HILLSIDE AVENUE; THENCE NORTH 20 DEGREES 29' 10" EAST, ON THE WESTERLY LINE OF HILLSIDE AVENUE; 80.41 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION AND THE WESTERLY LINE OF HILLSIDE AVENUE;
THENCE SOUTHERLY ON THE WESTERLY LINE OF HILLSIDE AVENUE, 79.64 FEET;
THENCE SOUTH 89 DEGREES 20' 20" WEST 208.95 FEET;
THENCE SOUTH 0 DEGREES 31' 15" EAST, 140 FEET;
THENCE SOUTH 89 DEGREES 20' 20" WEST 150 FEET;
THENCE NORTH 0 DEGREES 31' 15" WEST, 214.89 FEET;
THENCE NORTH 89 DEGREES 20' 20" EAST 385.48 FEET, TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION AND THE WESTERLY LINE OF HILLSIDE AVENUE, AS NOW LOCATED; THENCE SOUTHERLY ON THE WESTERLY LINE OF HILLSIDE AVENUE, 160.05 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 20' 20" WEST 180.10 FEET;
THENCE SOUTH 0° 31' 15" EAST 65 FEET;
THENCE NORTH 89° 20' 20" EAST 155.11 FEET, MORE OR LESS TO A POINT ON THE WESTERLY LINE OF HILLSIDE AVENUE;
THENCE NORTH 20° 29' 10" EAST ON THE WESTERLY LINE OF HILLSIDE AVENUE, 65.68 FEET,

MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SAID PROPERTY IS ALSO SHOWN AS A PORTION OF PARCEL 2 ON RECORD OF SURVEY ON FILE IN BOOK 27, PAGE 30 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 190-220-003-1 and 190-220-008-6 and 190-220-002-0

DESCRIPTION APPROVAL:

 11/17/06

MARK S. BROWN
CITY SURVEYOR

DATE