

WHEN RECORDED MAIL TO:

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

Project: 8545 Philbin Avenue  
Riverside, CA 92503  
APN: 151-122-024

DOC # 2007-0692177

11/14/2007 08:00A Fee:25.00

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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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For Recorder's Office Use Only



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 30th day of October, 2007, by VICTOR C. CHARNETSKY and LETICIA CHARNETSKY, husband and wife as joint tenants, ("Declarants") with reference to the following facts.

A. Declarants are the record owner 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 8545 Philbin Avenue, 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.

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 owner of the property at all times.
3. If the single-family residence or the second dwelling unit is not occupied by the record owner 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.

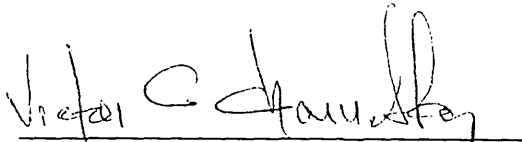
This Covenant shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by the Planning Director of the City, or his/her designee, by a writing duly recorded.

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CIA 1029


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

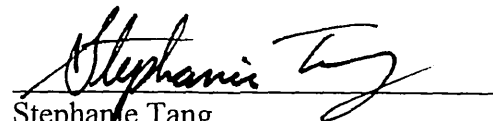
  
VICTOR C. CHARNETSKY

  
LETICIA CHARNETSKY

APPROVED AS TO FORM

APPROVED AS TO CONTENT

  
Kristi J. Smith  
Supervising Deputy City Attorney

  
Stephanie Tang  
Planning Division

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CA: 07-2372  
10/09/07



EXHIBIT "A"

Parcel A:

Lots 91, 92, 93, 94, 95 and 96 of Camp Anza Subdivision No. 1, as shown by map on file in Book 22 Pages 81 and 82 of Maps, Records of Riverside County, California.

Parcel B:

Lot 97 of Camp Anza Subdivision No. 1, as shown by map on file in Book 22 Pages 81 and 82 of Maps, Records of Riverside County, California.

Except the East 15 feet of the South 128.5 feet.

DESCRIPTION APPROVAL

BY: *[Signature]* 11/8/07  
DATE

FOR: MARK S. BROWN  
CITY SURVEYOR



2007-0632177  
11/14/2007 08:00A  
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50-7  
CIA 1029

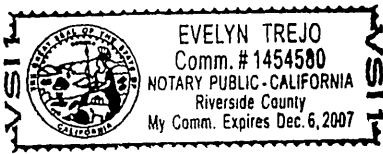


# ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
County of Riverside } ss.

On 10-30-2007 before me, EVELYN TREJO, Notary Public,  
(DATE) (NOTARY)  
personally appeared VICTOR C. CHARNETSKY, LUCIA CHARNETSKY  
SIGNER(S)

personally known to me - OR -  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]  
NOTARY'S SIGNATURE

## OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

### CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_ TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_ NUMBER OF PAGES

\_\_\_\_\_ DATE OF DOCUMENT

\_\_\_\_\_ OTHER

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT THUMBPRINT  
OF  
SIGNER

