

WHEN RECORDED MAIL TO:

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

Project: 1090 Coronet Drive
Riverside, California
APN: 268-221-003

DOC # 2008-0162765
04/02/2008 08:00A Fee:30.00
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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

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(SINGLE FAMILY DWELLING RESTRICTION)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 7 day of MARCH, 2008, by TROY PERCIVAL, a married man, ("Declarant"), with reference to the following facts:

A. Declarant is the fee 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 1090 Coronet Drive, Riverside, California is in the Residential Estates Zone and is developed with a single-family residence.

C. Declarant proposes to construct an approximately 1,000 square-foot accessory dwelling unit (guest house).

D. "Accessory Dwelling Unit" is defined by Title 19 of the Riverside Municipal Code ("Zoning Code") Chapter 19.910 to mean living quarters within an accessory building located on the same premises with the main building, such quarters having no kitchen facilities and not rented or otherwise used as a separate dwelling.

E. As a condition for the issuance of a building permit for the Property, the City of Riverside ("City") is requiring Declarant to execute and record this Covenant and Agreement and Declaration of Restrictions ("Covenant") which places certain restrictions on the accessory dwelling unit to ensure the single-family residential use of the property. Declarant desires to restrict the use of the Property to single-family residential and to put future owners on notice of the prohibition on the attached accessory dwelling unit from being rented or considered as a separate dwelling unit, prohibiting installation or maintenance of any kitchen facilities in the

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accessory dwelling unit, and prohibiting the use of the accessory dwelling unit for commercial or business activity not authorized by Title 19 of the Riverside Municipal Code.

NOW THEREFORE, for the purposes of complying with the conditions imposed by the City for the issuance of a building permit, and restricting the use of the Property to single-family residential, Declarant hereby covenants and agrees with the City that the following restrictions shall apply to the Property:

1. The single-family residence and the accessory dwelling unit shall be used as one dwelling unit.
2. Neither building shall be used as a separate dwelling unit or separate living quarters from the other.
3. No kitchen facilities shall be permitted, maintained, or installed in the accessory dwelling unit.
4. Neither the attached accessory dwelling unit nor the main residence shall be sold, rented, or leased separately from the other building.
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.

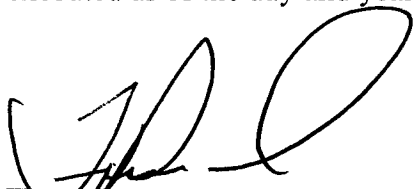
The terms of this Covenant may be enforced by the City, its successors or assigns. Should the City bring an action to enforce the terms of this Covenant, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, and reasonable costs of suit.

This Covenant shall run with the land and each and all of its terms shall be binding upon Declarant, his heirs, successors and assigns, and shall continue in effect until such time as released by the Director of the Planning Division of the City of Riverside, California, by a writing duly recorded.



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



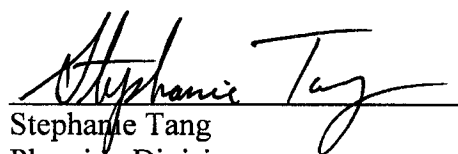
TROY PERCIVAL

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Kristi J. Smith
Supv. Deputy City Attorney




Stephanie Tang
Planning Division

SPOUSAL COMMUNITY RIGHTS IN THE COVENANT AND AGREEMENT

Dated 3.17.08

I am the spouse of TROY PERCIVAL, 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

MICHELLE PERCIVAL
Printed Name

O:\Cyc\com\WPDocs\D022\P006\00003487.doc
CA. 08-0440
02/22/08
KJS



EXHIBIT "A"

LEGAL DESCRIPTION

LOT 3 OF TRACT 18376, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 153, PAGES 18 AND 19,
INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE
COUNTY RECORDER OF SAID COUNTY.

DESCRIPTION APPROVAL.

BY: K. S. Brown 3/18/2008
DATE

FOR: MARK S. BROWN
CITY SURVEYOR

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ACKNOWLEDGMENT

FLORIDA
State of California
County of PINELAS)

On MARCH 7, 2008, before me, JOHN P. HIGGINS, a

notary public, personally appeared TROY PERCIVAL, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



John P. Higgins
Commission # DD357356
Expires October 30, 2008
Bonded Troy Fain - Insurance, Inc. 800-886-7818

JP Higgins (SEAL)
Signature





LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: John P. Higgins

Commission #: DD 357356

Place of Execution: Florida County of Pinellas

Date Commission Expires: October 30 2008
BONARD TRAY FAIR INMUNA INC 800 355 7119

Date: April 2 2008

Signature: [Handwritten Signature]

Print Name: Philip Wayne



ACKNOWLEDGMENT

State of California
County of RIVERSIDE

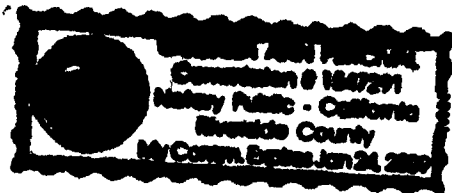
On 3/17/08, before me, Barbara Ann Percival, a

notary public, personally appeared Michelle Percival, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Barbara Ann Percival (SEAL)
Signature





LARRY W. WARD
 COUNTY OF RIVERSIDE
 ASSESSOR-COUNTY CLERK-RECORDER

Recorder
 P O Box 51
 Riverside, CA 92502-0751
 (951) 947-7000
 www.riversideacr.com

Assessor-County Clerk-Recorder
 Office of the Assessor-County Clerk-Recorder

APR 2 2008
 10:51 AM

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: BARBARA ANN PUCIVIL

Commission #: 1547291

Place of Execution: RIVERSIDE County

Date Commission Expires: JAN 24 2009

Date: APRIL 2ND 2008

Signature: *[Handwritten Signature]*

Print Name: PHILIP WAGNER



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