



WHEN RECORDED MAIL TO:

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

Project: 5480 Tyler Street  
 Riverside, California 92505  
 APN: 147-032-020

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COVENANT AND AGREEMENT  
 AND DECLARATION OF RESTRICTIONS

(SINGLE FAMILY DWELLING RESTRICTION)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 17 day of MARCH, 2008, by RUBEN SALAZAR BOTELLO and MERCEDES CONTRERAS, husband and wife as joint tenants ("Declarants"), with reference to the following facts:

A. Declarants are 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 5480 Tyler Street, Riverside, California is in the Rural Residential Zone and is developed with a single-family residence.

C. Declarants propose to construct an approximately 752 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 Declarants 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. Declarants desire 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, Declarants hereby covenant and agree 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 Declarants, their 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.




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

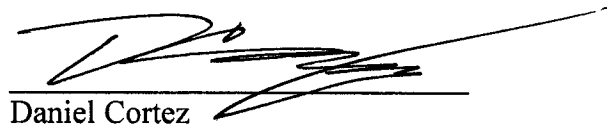
  
RUBEN SALAZAR BOTELLO

  
MERCEDES CONTRERAS  
PSS

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
Kristi J. Smith  
Supv. Deputy City Attorney

  
Daniel Cortez  
Planning Division

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CA: 08-0476  
02/29/08  
KJS



C/A 1050

**ACKNOWLEDGMENT**

State of California  
County of RIVERSIDE

On MARCH 17, 2008, before me, YESENIA H. LOZA, NOTARY PUBLIC,<sup>a</sup>

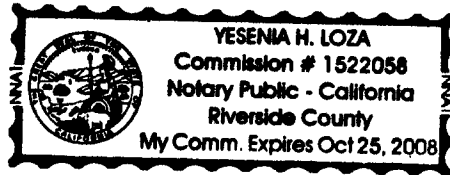
notary public, personally appeared RUBEN SALAZAR BOTELLO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), 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.

  
Signature

(SEAL)



2008-0184251  
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C/A 1050

ACKNOWLEDGMENT

State of California  
County of RIVERSIDE

On MARCH 17, 2008, before me, YESENIA H. LOZA, a

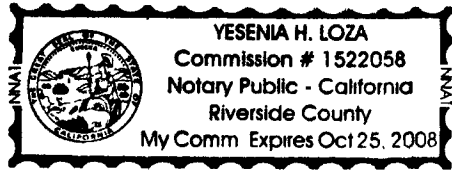
notary public, personally appeared MERCEDES CONTRERAS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), 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.

[Handwritten Signature]  
Signature

(SEAL)



**EXHIBIT A**

**LEGAL DESCRIPTION**

**PARCEL 2**

*A.P.N. POR 147-032-020*

That portion of Lot 10 in Block 6 of La Granada, as shown by map on file in Book 12 of maps, at Pages 42 through 51 inclusive, records of Riverside County, California, more particularly described as follows:

BEGINNING at the most westerly corner of said Lot 10;

THENCE South 21°05'52" East along the southwesterly line of said Lot 10, a distance of 145.40 feet to the most westerly corner of that certain parcel of land conveyed to Milo Mennes, by Grant Deed recorded March 22, 1955 as Instrument No. 18370 of Official Records of Riverside County, California;

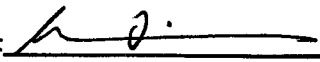
THENCE North 68°54'08" East, along the northwesterly line of said last parcel so conveyed, a distance of 291.63 feet to a point in a line parallel with and distant southwesterly 55.00 feet, measured at right angles, from the centerline of Tyler Street, formerly Tyler Avenue, as shown by said map of La Granada;

THENCE North 26°51'42" West along said parallel line, a distance of 146.14 feet to the northwesterly line of said Lot 10;

THENCE South 68°54'08" along said northwesterly line of Lot 10, a distance of 276.95 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM that portion lying northwesterly of a line parallel with and distant northwesterly 72.70 feet, measured at right angles, from the northwesterly line of said last parcel so conveyed.

DESCRIPTION APPROVAL:

BY:  3/11/08  
DATE

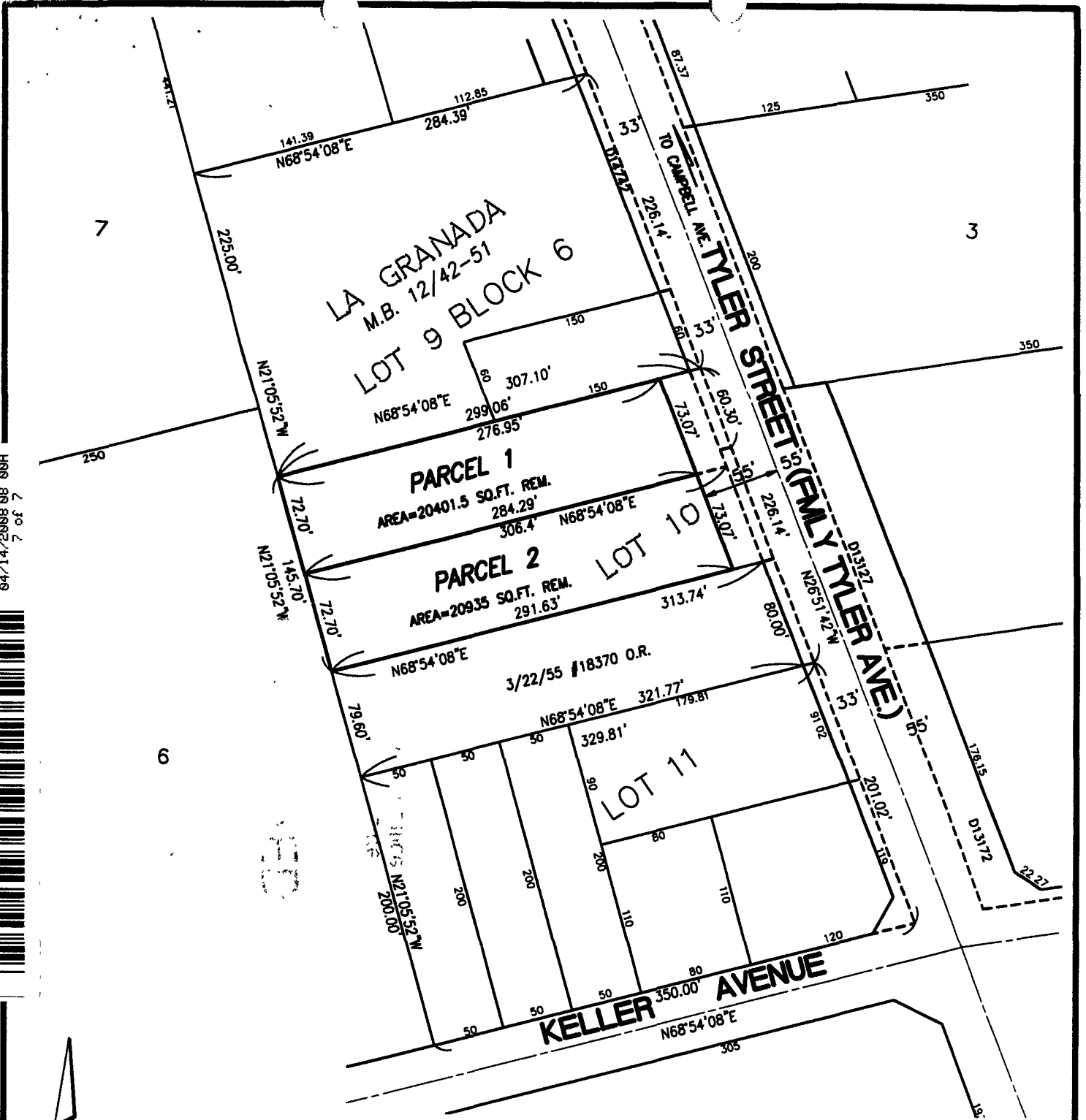
FOR: MARK S. BROWN  
CITY SURVEYOR



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 04/14/2008 08:00R  
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SCALE: N.T.S.

04/14/2

**I W Consulting Engineers, Inc.**



- Civil Engineering
- Surveying
- Land Planning

3544 University Avenue  
 Riverside, CA 92501

Tel: 909.687.2929  
 Fax: 909.687.2999

LOT LINE ADJUSTMENT CASE PO7-0918

J.N. LLA 277.003

DRAWN BY: *AV*

AUGUST 9, 2007

THIS PLAT IS SOLELY AN AID IN LOCATING THE  
 PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT.  
 IT IS NOT PART OF THE WRITTEN DESCRIPTION.

CIA 1050