

WHEN RECORDED MAIL TO:

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

Project: 4984 Hollyhock Lane
Riverside, CA 92505
APN: 146-141-037

DOC # 2009-0286126

06/05/2009 08:00A Fee:21.00

Page 1 of 5

Recorded in Official Records

County of Riverside

Larry W Ward

Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			5						8
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T	CTY	UNI	051

For Recorder's Office Use Only

29

C
051

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 5th day of May, 2009, by JUAN MARTINEZ, an unmarried man ("Declarant") with reference to the following facts.

A. Declarant is 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 4986 Hollyhock Lane, Riverside, California, is in the R-1-7000 - Single Family Residential Zone.

C. Declarant has 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 19.525 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. Declarant desires 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 Chapter 19.525 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, Declarant hereby covenants and agrees with the City that the following restrictions shall apply to the Property:

C/A 1074

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 an accessory dwelling unit 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 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, or his/her designee, by a writing duly recorded.

///

///

///

///

///

///

///


///

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


DECLARANT


JUAN MARTINEZ

APPROVED AS TO FORM


Kristi J. Smith
Supervising Deputy City Attorney

APPROVED AS TO CONTENT


Michael L. Zimmerman
Planning Division

ACKNOWLEDGMENT

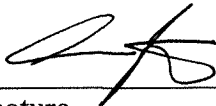
State of California
County of RIVERSIDE

On MAY 27th / 2009, before me, CARLOS R. PEIRANO, a

notary public, personally appeared JUAN JOSE ORAJEL MARTINEZ, 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)

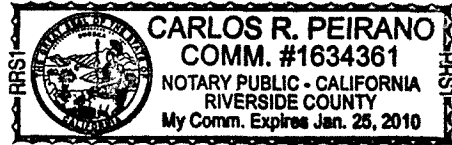


EXHIBIT A

LEGAL DESCRIPTION

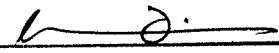
Real property in the City of Riverside, County of Riverside, State of California, described as follows:

COMMENCING AT A POINT ON THE NORTHWESTERLY LINE OF LOT 4 IN BLOCK 60 OF TRACT NO. 2 OF LA SIERRA HEIGHTS, AS SHOWN BY MAP ON FILE IN BOOK 7 PAGE 66 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DISTANT 422 FEET NORTHEASTERLY FROM THE MOST WESTERLY CORNER OF SAID LOT 4;
THENCE SOUTH 27° 36' EAST, 100 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 27° 36' EAST, 100 FEET;
THENCE NORTH 62° 2' 30" EAST, TO A POINT 203.3 FEET SOUTHWESTERLY, MEASURED ALONG A CONTINUATION OF SAID LAST DESCRIBED LINE, FROM THE NORTHEASTERLY LINE OF SAID LOT 4;
THENCE NORTH 27° 25' 30" WEST, 100 FEET;
THENCE SOUTH 62° 2' 30" WEST, TO THE POINT OF BEGINNING;

SAID PROPERTY IS ALSO SHOWN AS A PORTION OF LOT 13 OF ASSESSOR'S MAP NO. 8, ON FILE IN BOOK 1 PAGE 8 OF ASSESSOR'S MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 146-141-037-5

DESCRIPTION APPROVAL:

BY  5/5/09
DATE

FOR: MARK S. BROWN
CITY SURVEYOR

C/A 1074