

WHEN RECORDED MAIL TO:

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

Project: 8311 Randolph Street
Riverside, CA 92503
APN: 155-232-006

DOC # 2011-0520133
11/23/2011 08:24A Fee:30.00
Page 1 of 6

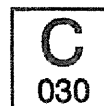
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY		
1			6						9		
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM		
F								T:	CTY	UNI	030

COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

39



(SECOND DWELLING UNIT RESTRICTION)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 11th day of November, 2011, by Carlos Macias, a married 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 8311 Randolph Street, 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.

CIA 116

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:

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.

///

///

///

///

///

///

///

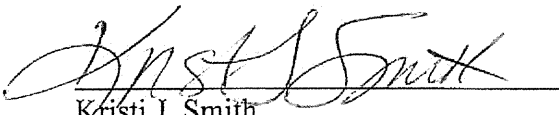
///

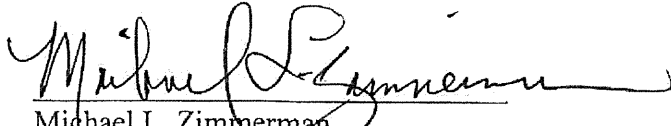
IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.


CARLOS MACIAS

APPROVED AS TO FORM

APPROVED AS TO CONTENT

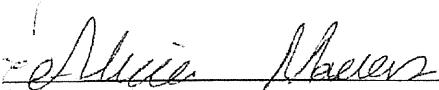
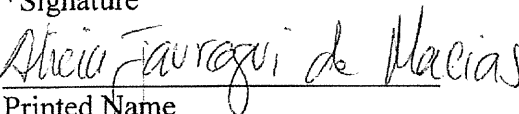

Kristi J. Smith
Supervising Deputy City Attorney


Michael L. Zimmerman
Planning Division

SPOUSAL COMMUNITY RIGHTS IN THE COVENANT AND AGREEMENT

Dated 11/10/2011

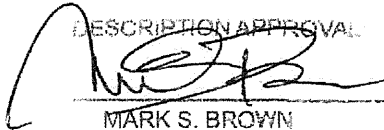
I am the spouse of CARLOS MACIAS and I hereby consent and join in the covenant hereinabove described and I hereby release and quitclaim any community property interest that I may have in said covenant.


*Signature

Printed Name

*Signature must be notarized

EXHIBIT "A"

LOT 69 OF GREENACRES DOWNS UNIT 3, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 32 PAGE(S) 98 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DESCRIPTION APPROVAL

MARK S. BROWN
CITY SURVEYOR
11/5/2011
DATE

C/A 116

ACKNOWLEDGMENT

State of California
County of RIVERSIDE)

On November 11, 2011, before me, Luis Valenzuela, a

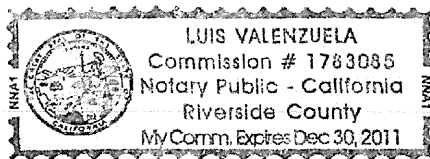
notary public, personally appeared Carlos Macias, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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



ACKNOWLEDGMENT

State of California
County of RIVERSIDE

On November 11, 2011 before me, Luis Valenzuela, a

notary public, personally appeared Alicia Jauriqui de Macias, 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] (SEAL)
Signature

