

WHEN RECORDED MAIL TO:

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

DOC # 2014-0473470

12/11/2014 11:27A Fee:NC

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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Project: 10364 Victoria Avenue
Riverside, California
APN: 239-030-003

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COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

1150



(SINGLE FAMILY DWELLING RESTRICTION)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 11th day of November, 2014, by ROSE RIOS, a single woman, ("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 10364 Victoria Avenue, Riverside, California is in the Residential Agricultural Zone and is developed with a single-family residence.

C. Declarant proposes to convert an existing 829 square-foot residence into an accessory dwelling unit.

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, her heirs, successors and assigns, and shall continue in effect until such time as released by the Community Development Director of the City of Riverside, or his/her designee, by a writing duly recorded.

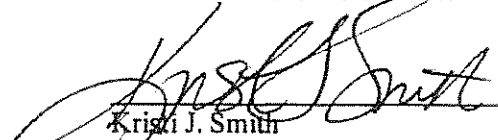


IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.



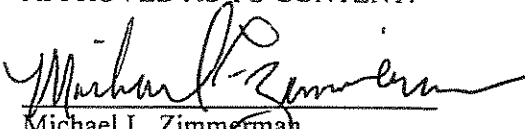
ROSE RIOS

APPROVED AS TO FORM:



Kristi J. Smith
Supv. Deputy City Attorney

APPROVED AS TO CONTENT:



Michael L. Zimmermann
Planning Division

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ACKNOWLEDGMENT

State of California
County of RIVERSIDE

On NOVEMBER 19.2014, before me, ELIZABETH A. MURR, a

notary public, personally appeared ROSE RIOS, 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.

Elizabeth A. Murr (SEAL)
Signature

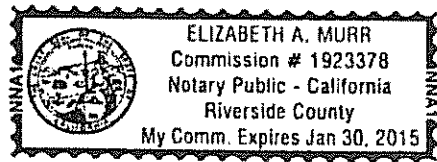


EXHIBIT "A"

APN: 239-030-003

That certain real property in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Lot 2 in Block 5 of Arlington Heights, as shown by map on file in Book 11, Pages 20 and 21 of Maps records of San Bernardino County, California, described as follows:

COMMENCING at a point on the southwesterly line of said Lot 2, distant 219.37 feet southeasterly from the most westerly corner thereof;

THENCE North 56°00' East, 166.80 feet to the POINT OF BEGINNING of the parcel of land being described;

THENCE continuing North 56°00' East, a distance of 124.91 feet;

THENCE North 34°00' East, 157.76 feet, more or less, to the northerly line of said Lot 2;

THENCE westerly on the northerly line of said Lot 2, a distance of 131.99 feet, more or less, to a point located North 34°00' West from the Point of Beginning;

THENCE South 34°00' East, 199.82 feet, more or less, to the POINT OF BEGINNING;

EXCEPTING THEREFROM that portion of said Lot 2, described as follows:

COMMENCING at a point on the southwesterly line of said Lot 2, distant 219.37 feet southeasterly from the most westerly corner thereof;

THENCE North 56°00' East, a distance of 166.80 feet to the POINT OF BEGINNING of the parcel of land being described;

THENCE continuing North 56°00' East, a distance of 20.00 feet;

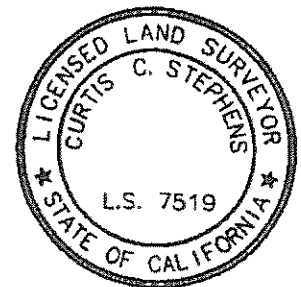
THENCE North 34°00' West, a distance of 45.00 feet;

THENCE westerly to a point which bears North 34°00' West, 60.00 feet from the Point of Beginning;

THENCE South 34°00' East, a distance of 60.00 feet to the POINT OF BEGINNING.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 11/12/14 Date Prep. *kgp*
Curtis C. Stephens, L.S. 7519



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