

2016-0031604

01/27/2016 02:27 PM Fee: \$ 0.00

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Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder



WHEN RECORDED MAIL TO:

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

Project: 5272 Via Viejo  
Riverside, CA  
APN: 254-162-007

9	134				R	A	Exam: 350		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
5						4			
SIZE	NCOR	SMF	NCHGNT:						

FOR RECORDER'S OFFICE USE ONLY

COVENANT AND AGREEMENT  
AND DECLARATION OF RESTRICTIONS

10.50

(SECOND DWELLING UNIT)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 13<sup>th</sup> day of January, 2016, by YACOUB K. FARSAKH, a married man as his sole and separate property ("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 5272 Via Viejo, Riverside, California, is in the Single Family Residential ("R-1-8500") 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-1325

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 owners of the property at all times.

3. If the single-family residence or the second dwelling unit is not occupied by the record owners 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.

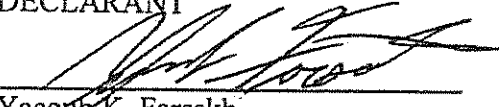
The terms of this Covenant may be enforced by the City, its successors or assigns. Should the City bring an action to enforce the terms of this Covenant, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit.

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 Community & Economic Development Director of the City of Riverside, or his/her designee, by a writing duly recorded.

(Signatures on following page)

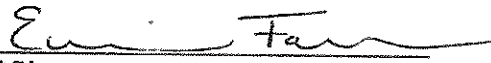
IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.

DECLARANT

  
\_\_\_\_\_  
Yacoub K. Farsakh

SPOUSAL COMMUNITY RIGHTS IN THE COVENANT AND AGREEMENT

I am the spouse of YACOUB K. FARSAKH, 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.

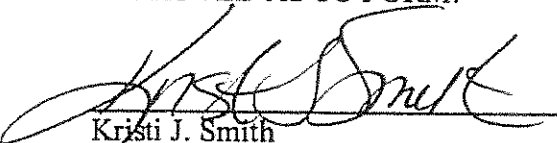
  
\_\_\_\_\_  
\*Signature

Eiman Farsakh  
Printed Name

Dated 1-13-16

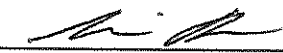
\*Signatures must be notarized.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kristi J. Smith  
Chief Assistant City Attorney

\*Signatures must be notarized

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Suhaim Bawany  
Planning Division

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

### ACKNOWLEDGMENT

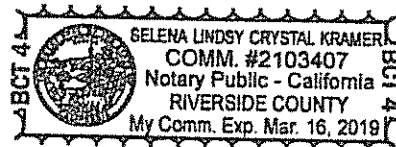
State of California  
County of Riverside

On 13<sup>th</sup> January 2016, before me, Selena Lindsay Crystal Kramer, Notary Public, personally appeared Yacoub Farsakh Eiman, 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)



C/A-1325

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

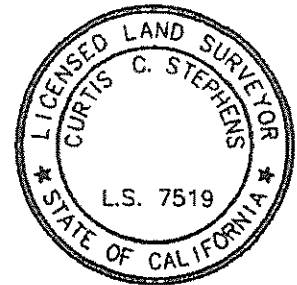
Address: 5270 Via Viejo  
A.P.N. 254-162-007

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

Lot 53 of Tract 3164 as shown by map on file in Book 54, Page 46 through 48 of Maps, Records of Riverside County, California.

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

*Curtis C. Stephens* *12/21/15* Prep. *(Signature)*  
Curtis C. Stephens, L.S. 7519 Date



C/A-1325