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WHEN RECORDED MAIL TO:

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

Project: 9175 Andrews Street  
Riverside, CA 92503  
APN:233-092-066-3

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FOR RECORDER'S OFFICE USE ONLY

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 29 day of JUNE, 2004, by **ELI GONZALEZ**, a married man as his sole and separate property, ("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 Attached Exhibit "A"

B. The Property, known as 9175 Andrews Street, Riverside, California, is in the Single Family Residential ("R-1-65") Zone and is developed with a single family residence.

C. Declarant proposes to construct a 744 square-foot guest-house to be used as an accessory living quarters consisting of two (2) bedrooms, a bathroom, a bar, and a game room.

D. "Accessory Living Quarters" is defined by Title 19 of the Riverside Municipal Code ("Zoning Code"), Section 19.04.020 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 living quarters to ensure the single-family residential use of the property. The 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 accessory living quarters from being rented or considered as a separate dwelling unit, prohibiting installation or

maintenance of any kitchen facilities in the accessory living quarters, and prohibiting the use of the accessory living quarters 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 living quarters 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 living quarters.
4. Neither the accessory living quarters 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.

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 Planning Director of the City of Riverside, California, 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.

Eli Gonzalez  
\*ELI GONZALEZ

APPROVED AS TO FORM:

Kristi J. Smith  
Kristi J. Smith  
Deputy City Attorney

APPROVED AS TO CONTENT:

[Signature]  
Name:  
Planning Department

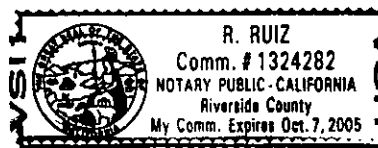
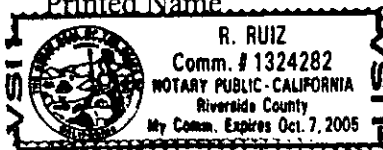
**SPOUSAL COMMUNITY RIGHTS IN THE COVENANT AND AGREEMENT**

Dated 06-25-04

I am the spouse of ELI GONZALEZ, 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.

Maria Gonzalez  
\*Signature

Maria Gonzalez  
Printed Name



\*Signatures must be notarized.

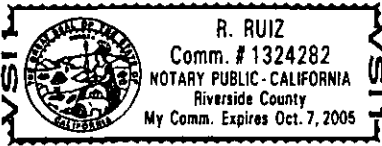
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06/16/04



STATE OF CALIFORNIA )  
 )ss  
COUNTY OF RIVERSIDE )

On 6-28-04, before me, Roberta Ruiz, the undersigned, a notary public in and for said State, personally appeared Eli and Maria Gonzalez personally known to me (or 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.

WITNESS my hand and official seal.



A handwritten signature in black ink, appearing to read "R. Ruiz", written over a horizontal line.

Notary Signature



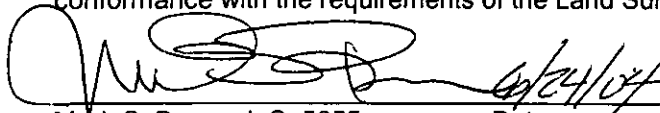
**EXHIBIT A**

Project: 9175 Andrews Street

THAT CERTAIN REAL PROPERTY IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

PARCEL 2 AS SHOWN BY RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, IN RECORD OF SURVEY BOOK 18, PAGE 38 THEREOF.

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

 06/24/04 Prep. \_\_\_\_\_  
Mark S. Brown, L.S. 5655                      Date  
License Expires 9/30/05

