

WHEN RECORDED MAIL TO:

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

Project: 4710 Sierra Street
Riverside, CA
APN: 266-232-006
P04-0517

DOC # 2004-0637721

08/13/2004 08:00A Fee:19.00

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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For Recorder's Office Use Only



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 13th day of AUGUST, 2004, by KEVIN HAUSER and MARTHA HAUSER, husband and wife, ("Declarants") with reference to the following facts.

A. Declarants are the fee owners 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 4710 Sierra Street, Riverside, California, is in the R-1-65 (single-family residential) Zone and is developed with a single-family residence.

C. Declarants have applied to the City of Riverside to construct a second dwelling unit with approximately 696 square-feet of living space.

D. A second dwelling unit is permitted under Section 19.10.020 (O) 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. Declarants desire 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 Section 19.10.020 (O) 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, Declarants hereby covenant and agree 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 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 accessory living quarters or a guest house 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 Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by the Planning Director of the City, or his/her designee, by a writing duly recorded.

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EXHIBIT "A"

LEGAL DESCRIPTION

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

ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF SAID SECTION ON FILE IN BOOK 2 PAGE 2 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH ALONG THE EAST LINE THEREOF 25 FEET FOR THE POINT OF BEGINNING; SAID POINT BEING ON THE SOUTH LINE OF SIERRA STREET; THENCE WEST, ALONG SAID SOUTH LINE OF SIERRA STREET, 329.6 FEET TO THE NORTHEAST CORNER OF GRANADA TRACT NO. 2 AS SHOWN BY MAP ON FILE IN BOOK 24 PAGES 97 AND 98 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 0 DEGREES 30' 20" EAST, ALONG THE EAST LINE OF SAID GRANADA TRACT NO. 2, 150 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO OMA GENTRY, A SINGLE WOMAN, BY DEED RECORDED JANUARY 24, 1951 IN BOOK 1239 PAGE 414 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL TO THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO W. S. GENTRY AND M. M. GENTRY HIS WIFE, BY DEED RECORDED MAY 24, 1924 IN BOOK 608 PAGE 66 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTHERLY ALONG SAID EASTERLY LINE 150 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION THEREOF PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT A OF SAID GRANADA TRACT NO. 2 ABOVE DESCRIBED;

THENCE SOUTH 0 DEGREES 30' 20" WEST, ALONG THE EAST LINE OF SAID GRANADA TRACT NO. 2, A DISTANCE OF 150 FEET;
THENCE NORTH 89 DEGREES 33' 30" EAST, AND PARALLEL WITH THE SOUTH LINE OF SIERRA STREET, 195 FEET;

THENCE NORTH 0 DEGREES 30' 20" EAST, AND PARALLEL WITH THE EAST LINE OF SAID GRANADA TRACT NO. 2, A DISTANCE OF 150 FEET TO A POINT ON THE SOUTH LINE OF SIERRA STREET, 50 FEET IN WIDTH; THENCE SOUTH 89 DEGREES 33' 30" WEST ALONG THE SOUTH LINE OF SAID SIERRA STREET 195 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THE SOUTHERLY 20 FEET THEREOF;

ALSO EXCEPTING THAT PORTION THEREOF AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED MAY 29, 1964 AS INSTRUMENT NO. 66535 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN# 226-232-006-3



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2 of 2

FOR THE CITY OF RIVERSIDE
APPROVED
CITY OF RIVERSIDE


53-3

CIA 901

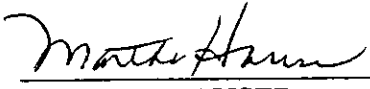
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IN WITNESS WHEREOF, Declarants have caused this Covenant and Agreement to be executed as of the day and year first written above.




KEVIN HAUSER
Declarant



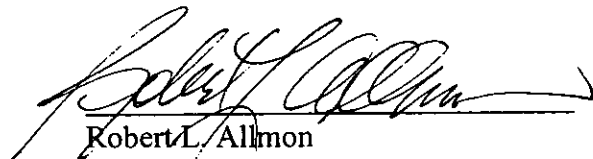
MARTHA HAUSER
Declarant

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Kristi J. Smith
Deputy City Attorney



Robert L. Allmon
Planning Department

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CA: 04-1791
08/09/04



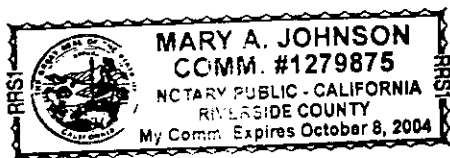
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of RIVERSIDE } ss.

On AUGUST 13, 2004 before me, MARY A. JOHNSON, NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared KEVIN HAUSER AND MARTHA HAUSER,
Name(s) of Signer(s)

personally known to me
 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.

Mary A. Johnson
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS

Document Date: AUGUST 14, 2004 Number of Pages: 3

Signer(s) Other Than Named Above: ROBERT L. ALLMON, KRISTI J. SMITH

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

