



WHEN RECORDED MAIL TO:

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

Project: 3390 Strong Street
Riverside, CA 92501

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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 15 day of December, 2004, by **ELISEO TELLEZ and MARIA P. TELLEZ**, husband and wife as joint tenants ("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 in Exhibit "A", attached hereto and made a part hereof.

B. The Property, known as 3390 Strong Street, Riverside, California, is in the Single Family Residential ("R-1-65") Zone and is developed with a single family residence.

C. Declarants propose to construct a 700-square-foot detached guest house that will consist of a bathroom, study, bedroom, dining room and family room.

D. As a condition for the issuance of a building permit for the Property, the City of Riverside ("City") is requiring Declarants to execute and record this Covenant and Agreement and Declaration of Restrictions ("Covenant") which places certain restrictions on the accessory building to ensure its use. The Declarants desire to restrict the use of the Property to single-family residential and to put future owners on notice of the prohibition on the detached accessory building from being rented or considered as a separate dwelling unit, prohibiting installation or maintenance of any kitchen facilities in the accessory building, and prohibiting the use of the accessory building 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, Declarants hereby covenant and agree with the City that the following restrictions shall apply to the

CIA 917

Property:

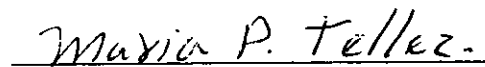
1. The single-family residence and the accessory building shall be used as one dwelling unit.
2. No kitchen facilities shall be permitted, maintained or installed in the accessory living quarters.
3. Neither the detached accessory building nor the main residence shall be sold, rented or leased separately from the other building.
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 of Riverside, California, by a writing duly recorded.

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

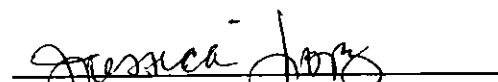

Eliseo Tellez


Marie P. Tellez

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Deputy City Attorney

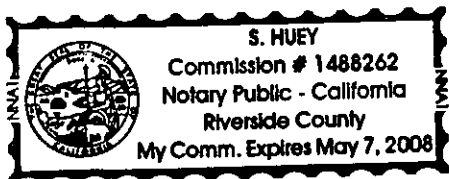

Planning Department



STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On Dec. 15, 2004 before me, S. Huey, the undersigned, a notary public in and for said State, personally appeared MARIA Y. TELLEZ 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.



S. Huey
Notary Signature



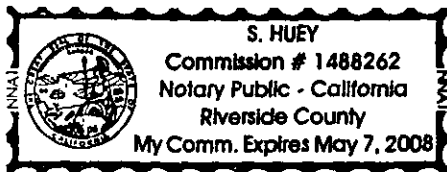
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12/16/2004 09:00A
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C/A 917

STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On Dec 15, 2004, before me, S. Huey, the undersigned, a notary public in and for said State, personally appeared Eliseo Tellez 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.



S. Huey
Notary Signature



2004-0996649
12/16 2004 08 09A

CLA 917

LEGAL DESCRIPTION

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

THAT PORTION OF LOT 62 OF THE LANDS OF THE SOUTHERN CALIFORNIA COLONY ASSOCIATION, AS SHOWN BY MAP ON FILE IN BOOK 7 PAGE(S) 3 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF STRONG STREET (HAVING A HALF-WIDTH OF 25.00 FEET) 250.59 FEET NORTHWESTERLY FROM THE INTERSECTION OF SAID SOUTHERLY LINE OF STRONG STREET WITH THE EASTERLY LINE OF SAID LOT 62; THENCE NORTH 61 DEGREES 00 MINUTES WEST, ALONG THE SOUTHERLY LINE OF STRONG STREET, A DISTANCE OF 64.74 FEET; THENCE SOUTH 29 DEGREES 00 MINUTES WEST, A DISTANCE OF 391.18 FEET; THENCE SOUTH 73 DEGREES 10 MINUTES EAST, A DISTANCE OF 66.25 FEET TO A POINT WHICH IS SOUTH 29 DEGREES 00 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE NORTH 29 DEGREES 00 MINUTES EAST, TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF A LINE PARALLEL WITH AND DISTANT 290.00 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID STRONG STREET;

ALSO EXCEPTING THEREFROM THE NORTHERLY 8.00 FEET OF THE ABOVE DESCRIBED PARCEL OF LAND, THE SOUTHERLY LINE OF SAID NORTHERLY 8.00 FEET BEING PARALLEL WITH AND DISTANT 33.00 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF STRONG STREET.

APN: 209-020-041-4

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First American Title



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