

WHEN RECORDED MAIL TO:

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

Project: 5060 Mitchell Avenue  
Riverside, CA 92505  
APN: 146-170-009

DOC # 2006-0609302

08/18/2006 08:00A Fee:NC

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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM 034

COVENANT AND AGREEMENT  
AND DECLARATION OF RESTRICTIONS

(SECOND DWELLING UNIT RESTRICTION)

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034

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 1 day of AUGUST, 2006, by **YOLANDA QUINTERO**, a widow, ("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" attached hereto and incorporated herewith.

B. The Property, known as 5060 Mitchell Avenue, Riverside, California, is in the R-1-65 (Single Family Residential) 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 19.10.020 (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. 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 Section 19.10.020 (O) of the Riverside Municipal Code.

CIA 980

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:

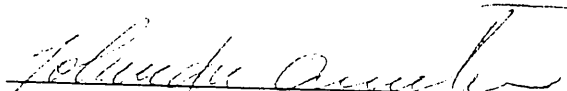
1. The single-family residence and the second dwelling unit shall not be sold or encumbered separately, but shall remain as an integrated unit.
2. Either the single-family residence or the secondary dwelling unit shall be occupied by the record owners of the property at all times.
3. If the single-family 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.

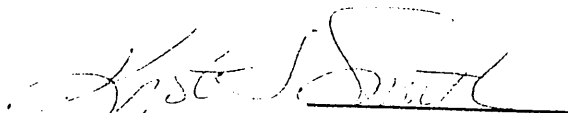
This Covenant shall run with the land and each and all of its terms shall be binding upon Declarant, it's heirs, successors and assigns, and shall continue in effect until such time as released by the Planning Director of the City, or his/her designee, by a writing duly recorded.

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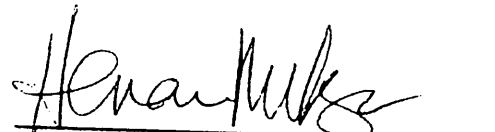
IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.

  
Yolanda Quintero

APPROVED AS TO FORM

  
Kristi J. Smith  
Deputy City Attorney

APPROVED AS TO CONTENT

  
Herman Mukasa  
Planning Division  
City of Riverside

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA }  
COUNTY OF ORANGE } SS

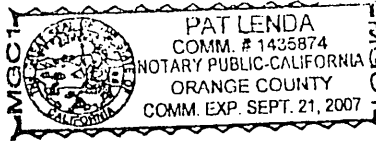
On AUGUST 1, 2006 before me, PAT LENDA -----, NOTARY PUBLIC

personally appeared YOLANDA QUINTERO -----  
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.

Signature

PAT LENDA



This area for official notarial seal.

**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: 8-1-06 Number of Pages: 5

Signer(s) other than named above \_\_\_\_\_

**CAPACITY(IES) CLAIMED BY SIGNER(S)**

- INDIVIDUAL
- CORPORATE OFFICER(S)  
TITLE(S) \_\_\_\_\_
- PARTNER(S)-  LIMITED  
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN OR CONSERVATOR
- OTHER \_\_\_\_\_

Right Thumbprint of Signer
Top of thumb here

- INDIVIDUAL
- CORPORATE OFFICER(S)  
TITLE(S) \_\_\_\_\_
- PARTNER(S)-  LIMITED  
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN OR CONSERVATOR
- OTHER \_\_\_\_\_

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**SIGNER IS REPRESENTING:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
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