

WHEN RECORDED MAIL TO:

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

Project: 1342 Highridge
Riverside, CA 92506
APN: 242-130-013

DOC # 2006-0632793

08/28/2006 08:00A Fee:NC

Page 1 of 4

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

6- **C**
039

(SECOND DWELLING UNIT RESTRICTION)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 6 day of June, 2006, by **DAVID D. CARR and JENNIFER L. CARR, husband and wife as joint tenants**, ("Declarants") with reference to the following facts.

A. Declarants are the record owners of the real property (the "Property") situated in the City of Riverside, County of Riverside, State of California, described as follows:

Lot 1 of Tract No. 6012, as shown by Map on file in Book 83, pages 68 & 69 of Maps, Records of Riverside County, California.

B. The Property, known as 1342 Highridge Street Riverside, California, is in the R-1-130 (Single Family Residential) Zone.

C. Declarants have 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. 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.

1

DESCRIPTION APPROVAL:

BY: Mark S. Brown DATE

FOR: MARK S. BROWN
CITY SURVEYOR

C/A 983

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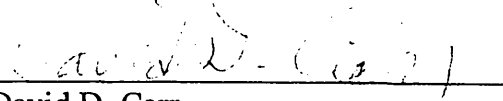
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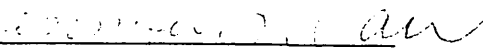
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IN WITNESS WHEREOF, Declarants have caused this Covenant and Agreement to be executed as of the day and year first written above.




David D. Carr



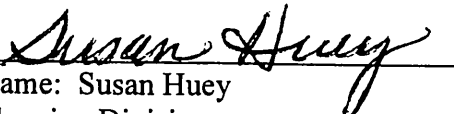
Jennifer L. Carr

APPROVED AS TO FORM

APPROVED AS TO CONTENT



Rina M. Gonzales
Deputy City Attorney



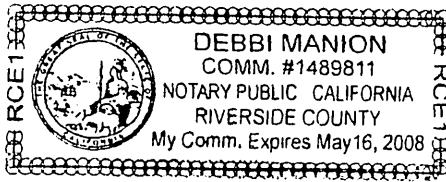
Name: Susan Huey
Planning Division

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside } ss.

On August 22, 2006 before me, Debbi Manion Notary Public
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)
personally appeared David Deam and Lorinda Law
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.

Debbi Manion
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: _____ Number of Pages: _____

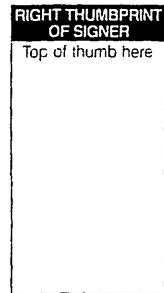
Signer(s) Other Than Named Above: _____

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: _____



84.4
CIA 983