



WHEN RECORDED MAIL TO:

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

Project: 7637 Cleveland Avenue
Riverside, CA 92504
APN: 237-170-006

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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 09 day of September, 2006, by **GABRIEL GURAU** and **MAGDALINA GURAU**, Trustees of the Family Trust of Gabriel Gurau and Magdalena Gurau, (collectively, "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:

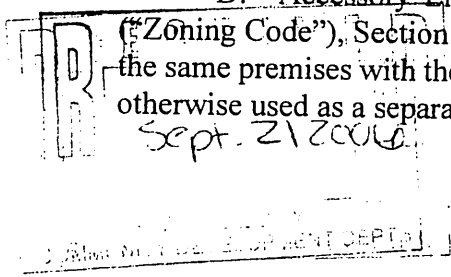
The Northerly Rectangular 2 1/2 acres of the Easterly Rectangular 5 acres of Lot 1 in Block 56 of Arlington Heights, in the City of Riverside, County of Riverside, State of California, as per map recorded in Book 11, Page(s) 20 and 21 of Maps, in the Office of the County Recorder of San Bernardino County.

Reserving therefrom for road purposes an easement for ingress and egress over the Easterly 20 feet thereof.

B. The Property, known as 7637 Cleveland Avenue, Riverside, California, is in the Residential Agricultural 5 acre ("RA-5") Zone.

C. Declarants propose to construct a 1,949 square-foot guest house, with attached garage, to be used as an accessory living quarters to the main residence.

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.



DESCRIPTION APPROVAL

MARK S. BROWN
CITY SURVEYOR

DATE

CIA 984

E. 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 living quarters to ensure the single-family residential use of the property. 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 attached 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, Declarants hereby covenant and agree with the City that the following restrictions shall apply to the Property:

1. The main 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 attached 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.
6. 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.

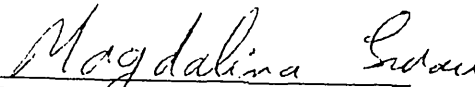


GABRIEL GURAU
Trustee of the
Gabriel Gurau and Magdalina Gurau
Family Trust

APPROVED AS TO FORM:

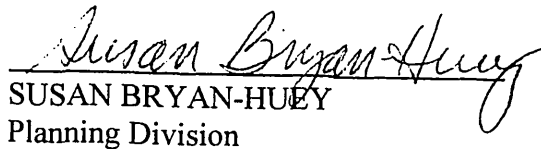


KRISTI J. SMITH
Deputy City Attorney



MAGDALINA GURAU
Trustee of the
Gabriel Gurau and Magdalina Gurau
Family Trust

APPROVED AS TO CONTENT:



SUSAN BRYAN-HUEY
Planning Division

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CA: 05-2502
10/21/05



STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On Sept 19, 2006, before me, R. Mace, the undersigned, a notary public in and for said State, personally appeared MICHELLE & GABRIEL CURAN 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]
Notary Signature

STATE OF CALIFORNIA)
)ss
COUNTY OF RIVERSIDE)

On _____, before me, _____, the undersigned, a notary public in and for said State, personally appeared _____ 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.

Notary Signature



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