

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

Project: Conditional Use Permit C-30-901
5113 Palisade Circle
Riverside, California

273025

RECEIVED FOR RECORD
3:04 PM: Past 8 o'clock A.M.

AUG - 8 1991

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 17

COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 26th day of July, 1991, by JAMES DOUGLAS CHILDRESS, JR. (who acquired title as JAMES DOUGLASS CHILDRESS, JR.) and LINDA JO CHILDRESS, Co-Trustees of the JAMES DOUGLAS CHILDRESS, JR. and LINDA JO CHILDRESS Trust created by declaration of Trust dated August 29, 1990 wherein JAMES DOUGLAS CHILDRESS, JR. and LINDA JO CHILDRESS are Settlers and Co-Trustees, with reference to the following facts:

A. The undersigned are the fee owners of the following described real property (the "Property") situated in the City of Riverside, County of Riverside, State of California:

Lot 11 of Victoria Grove No. 1, as shown by map on file in Book 26, Page 3 of Maps, records of Riverside County, California.

B. The Property, which is located at 5113 Palisade Circle, Riverside, California, is developed with a single-family house as the primary dwelling unit with an attached two-car garage which is served by a circular driveway. The undersigned desire to construct an approximately 992 square foot single-story, stick-built accessory building to be used as an auxiliary dwelling unit. It is proposed that the accessory building will contain one bedroom, a living room/dining room, kitchen and bathroom, with a covered patio.

C. The City of Riverside (the "City") has required, as a condition of approval of Zoning Case C-30-901, that certain restrictions be placed upon the Property with regard to the use of the auxiliary dwelling unit so that it shall only be occupied in accordance with the provisions of Section 19.07.030(13) of the Riverside Municipal Code; and should the use as an auxiliary dwelling or the conditional use permit expire, the kitchen shall be removed and the structure shall revert to an accessory building, not a dwelling unit.

DESCRIPTION APPROVAL 7, 8, 91
George P. Hutchins
SURVEYOR, CITY OF RIVERSIDE

NOW, THEREFORE, the undersigned hereby covenant and agree with the City of Riverside that the following restrictions shall apply to the Property:

1. The auxiliary dwelling unit shall be occupied solely in accordance with Section 19.07.030(13) of the Riverside Municipal Code and the conditions of approval in Zoning Case C-30-901, including but not limited to the following provisions:

a. The auxiliary dwelling unit shall have no separate address or house number.

b. The auxiliary dwelling unit shall have full utility and sanitary hookups in conjunction with the primary dwelling unit; separate utility meters and laterals shall not be installed.

c. The number of occupants of the auxiliary dwelling unit shall be no more than two (2).

d. Each occupant of the auxiliary dwelling unit shall be 60 years of age or older.

e. Either the primary dwelling unit or the auxiliary dwelling unit on the Property shall be occupied by the legal owner of the Property.

f. The auxiliary dwelling unit shall be screened from adjacent property by opaque fencing or landscaping to the approval of the staff of the City's Planning Department.

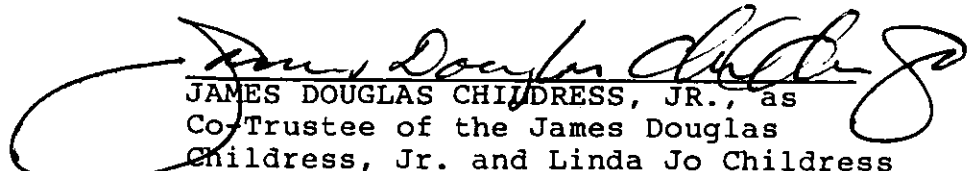
g. A covered parking space shall be provided for the auxiliary dwelling unit in addition to any parking requirement for the primary dwelling unit, and all covered parking spaces shall be served by a common driveway system.


2. When the use as an auxiliary dwelling unit in accordance with Section 19.07.030(13) of the Riverside Municipal Code ends, the Property shall revert to single-family residential use and the auxiliary dwelling unit shall be removed from the Property or converted to an accessory building pursuant to the plan submitted by the undersigned to the Riverside Planning Department by removing the kitchen to the satisfaction of the Planning Director. The removal of the kitchen shall include but not necessarily be limited to the removal of any double sink; the removal of any standard refrigerator; the removal of any 220 electric lines; and the removal of any gas lines. No kitchen facilities are permitted in an accessory building used for accessory living quarters. The single-family house and the accessory building shall be used as one dwelling unit. Neither building shall be used as a separate dwelling unit or separate living quarters from the other. Neither building shall be sold, rented or leased separately from the other unit.

3. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors or assigns. Should the City of Riverside bring an action to enforce the terms of the Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit.

4. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon the undersigned, their heirs, successors and assigns, and shall continue in effect until such time as released by the City Council of the City of Riverside, California.

IN WITNESS WHEREOF the undersigned have caused this Covenant and Agreement and Declaration of Restrictions to be executed the day and year first written above.

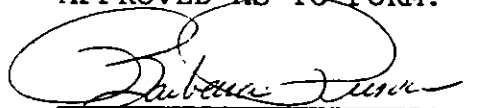

JAMES DOUGLAS CHILDRESS, JR., as
Co-Trustee of the James Douglas
Childress, Jr. and Linda Jo Childress
Trust created by Declaration of Trust
dated August 29, 1990


LINDA JO CHILDRESS, as Co-Trustee
of the James Douglas Childress, Jr.
and Linda Jo Childress Trust created
by Declaration of Trust dated
August 29, 1990

APPROVED AS TO CONTENT:


Jeffrey A. Bell
Planning Department

APPROVED AS TO FORM:


Assistant City Attorney

STATE OF CALIFORNIA)
COUNTY OF Riverside)

) ss.

On this 9th day of July, 1991, before me,
Kathleen Burke, the undersigned Notary
Public, personally appeared Linda Jo Childress, as Co-Trustee of
the James Douglas Childress, Jr. and Linda Jo Childress Trust created
by Declaration of Trust dated August 29, 1990

personally known to me

proved to me on the basis of satisfactory
evidence

to be the person(s) whose name(s) is subscribed to the
within instrument, and acknowledged that she executed it.

WITNESS my hand and official seal.

Kathleen Burke
Notary's Signature



STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On this 26 day of JULY, 19 91, before me,
SHARON C. DRAXLER, the undersigned Notary
Public, personally appeared JAMES DOUGLAS CHILDRESS JR. AS CO-TRUSTEE OF
THE JAMES DOUGLAS CHILDRESS JR., AND LINDA JO CHILDRESS TRUST CREATED BY THE,
DECLARATION OF TRUST DATED AUGUST 29, 1990.

personally known to me

proved to me on the basis of satisfactory
evidence

to be the person(~~X~~) whose name(~~X~~) is subscribed to the
within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Sharon C Draxler
Notary's Signature

