

269131

WHEN RECORDED MAIL TO:

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

Project: Zoning Case CU-022-934
11298 Westwind Way
Riverside, California

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

JUL 5, 1994

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$

[Handwritten signature]

COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 27th day of JUNE, 1994, by PEDRO PEREZ JR. and SILVIA AVALLONE, husband and wife as joint tenants (collectively the "Declarants") with reference to the following facts:

[Handwritten note: 430258]

A. Declarants 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 1 of Tract 9057, as shown by map on file in Book 126 of Maps, at pages 39 and 40 thereof, records of Riverside County, California, and as amended by Certificate of Correction recorded September 9, 1982, as Instrument No. 156343, records of Riverside County, California.

B. The Property is located at 11298 Westwind Way, Riverside, California, and is zoned for single family residential use (R-1-65). The Property is now developed with a single-family house. Declarants desire to add an auxiliary dwelling unit, commonly known a "granny flat", for occupancy of up to two persons 60 years of age or older to the west side of the existing residence.

C. "Auxiliary dwelling unit" as defined by Section 19.04.037 of the Riverside Municipal Code means a dwelling unit located on a property zoned for single family residential use which is a subsidiary to the primary dwelling unit situated on that property and which is established by conditional use permit pursuant to Section 19.64.030 of said Code and pursuant to the criteria set forth in paragraph (13) of Section 19.07.030 of said Code.

DESCRIPTION APPROVAL 6/17/94
Walter R. Love by ---
SURVEYOR, CITY OF RIVERSIDE

D. The City of Riverside has required, as a condition of approval of a conditional use permit for the auxiliary dwelling unit in Zoning Case CU-022-934, 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 certain other conditions of approval for said conditional use permit.

NOW, THEREFORE, for the purpose of complying with certain conditions imposed by the City of Riverside for the issuance of a Conditional Use Permit in Zoning Case CU-022-934, Declarants 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 CU-022-934, including but not limited to the following provisions:

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

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

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

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

e. 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.

f. A minimum of one covered parking space shall be provided for the auxiliary dwelling unit in addition to any parking requirement for the primary dwelling unit. All covered parking spaces shall be served by a common driveway system.

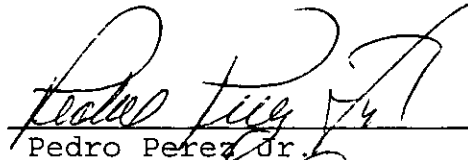
2. When the use as an auxiliary dwelling unit in accordance with Section 19.07.030(13) of the Riverside Municipal Code ends, the Property shall revert to single-family residential use and the kitchen in the auxiliary dwelling unit shall be removed to the satisfaction of the Planning Director of the City of Riverside. 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

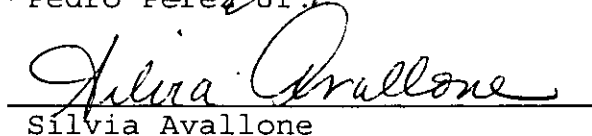
of any gas lines. The single-family house and building addition previously used for the auxiliary dwelling unit shall then be used as one dwelling unit. Neither shall be used as a separate dwelling unit or separate living quarters from the other. Neither shall be sold, rented or leased separately from the other.

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 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.

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

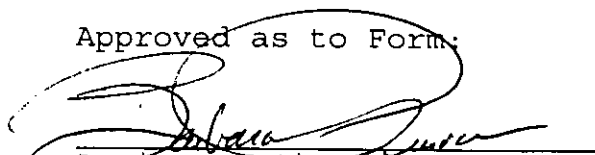

 Pedro Perez Jr.


 Silvia Avallone

Approved as to Content:


 Planning Department

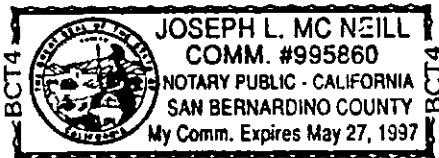
Approved as to Form:


 Assistant City Attorney

State of California)
County of Riverside) ss

On June 27, 1994, before me, a Notary Public in and for said State, personally appeared Pedro Perez Jr. and Silvia Avallone

~~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.

Joseph L. McNeill
Signature

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
- () Corporate Officer(s)
Title _____ Title _____
- () Guardian /Conservator
- () Individual (s)
- () Partner(s)
() General () Limited
- () Trustee(s)
- () Other _____

The party(ies) executing this document is/are representing:

