

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

Project: Zoning Case CU-017-945  
3582 Linwood Place  
Riverside, California

386455

RECEIVED FOR RECORD  
AT 8:00 O'CLOCK

OCT - 5 1994

Recorded in Official Records  
of Riverside County, California

Recorder

Fees \$

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COVENANT AND AGREEMENT  
AND DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 27th day of September, 1994, by BRUCE W. FORSYTHE and ANNA M. FORSYTHE, husband and wife, with reference to the following facts:

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

Lot 35 of Linwood Place Addition No. 3 as shown by Map on file in Book 8, page 77, Records of Riverside County, California.

B. The Property, which is located at 3582 Linwood Place, Riverside, California, is developed with a single-family house as the primary dwelling unit. The undersigned desire to construct an additional two rooms to an existing dwelling unit, considered a granny flat as an auxiliary dwelling unit. The auxiliary dwelling unit will consist of one kitchen, one bath, one living/dining room and two bedrooms.

C. The City of Riverside (the "City") has required, as a condition of approval of Zoning Case CU-017-945 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.

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 CU-017-945, 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. The auxiliary dwelling unit shall be established in such a way as to minimize its visibility from adjacent streets and properties.

h. A covered parking space shall be provided for the auxiliary dwelling unit in addition to any parking requirement for the primary dwelling unit. The access to the auxiliary dwelling unit shall be from the alley.

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 or guest house 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. A single basin sink and an under-counter refrigerator may be placed in a guest house for use as a wet bar. No kitchen facilities are permitted in an accessory building used for accessory living quarters. The single-family house and the accessory building or guest house 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 has caused this Covenant and Agreement and Declaration of Restrictions to be executed the day and year first written above.

*Bruce W. Forsythe*  
BRUCE W. FORSYTHE

*Anna M. Forsythe*  
ANNA M. FORSYTHE

APPROVED AS TO CONTENT:

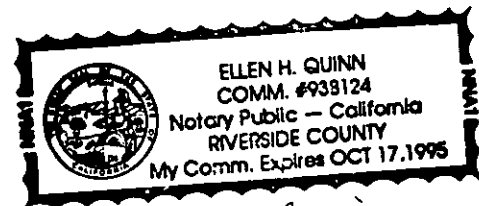
APPROVED AS TO FORM:

*Craig Aaron*  
Planning Department

*Kathleen M. Gonzales*  
Assistant City Attorney

DESCRIPTION APPROVAL: 9 21 94  
*Paul S. Brown*  
SURVEYOR, CITY OF RIVERSIDE

KMG/sb  
9/20/94



*Ellen H. Quinn*