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DEPT. OF PUBLIC WORKS

Recorded in Official Records of Riverside County, California

Recorder

Fees \$

15

WHEN RECORDED MAIL TO:

CITY CLERK
City of Riverside
3900 Main Street
Riverside, California 92522

FOR RECORDER'S OFFICE USE ONLY

Project: Zoning Case CU-017-989
2487 Gloucester Way
Riverside, California

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COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS
FOR AN AUXILIARY DWELLING UNIT

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 6th day of November, 1998, by RICHARD P. MORRISON and MARY LOUISE MORRISON, husband and wife as joint tenants, (hereinafter referred to as "Declarants"), with reference to the following facts:

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 72 of Yorkshire Heights No. 3, as shown by Map on file in Book 33, pages 9 through 11, inclusive of Maps, Records of Riverside County, California.

B. The Property, known as 2487 Gloucester Way, Riverside, California, is zoned for Single Family Residential use ("R-1-125"), and is currently developed with a single-family residence and attached garage. Declarants desire to convert the existing approximately 441 square foot attached garage into auxiliary dwelling unit (granny flat), and construct a new detached garage.

C. "Auxiliary dwelling unit" is defined by Title 19 of the Riverside Municipal Code ("Zoning Code") to mean a

11.3.98
[Handwritten signature]

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. Such a unit is to be established by a conditional use permit, and pursuant to specific criteria as set forth in said Zoning Code.

D. The City of Riverside has required, as a condition of the approval of the minor conditional use permit for the auxiliary dwelling unit in Zoning Case CU-017-989, 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 Title 19 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, 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 Title 19 of the Riverside Municipal Code and the conditions of approval in Zoning Case CU-017-989, 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(s) of the Property.

d. Should the occupancy of the auxiliary dwelling unit change, the kitchen facilities will be removed, and said unit will not be used as a separate dwelling.

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

f. 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.

g. 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. 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.

3. 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, 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.

Richard P. Morrison

Richard P. Morrison

Mary Louise Morrison

Mary Louise Morrison

APPROVED AS TO CONTENT:

[Signature]
Planning Department

APPROVED AS TO CONTENT:

[Signature]
Assistant City Attorney

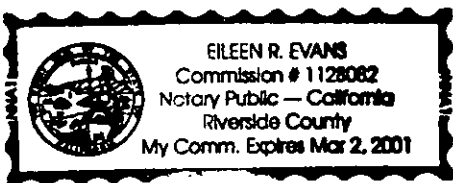
State of California)
County of Riverside) ss

On Nov 6, 1998, 1998, before me, the undersigned,

a notary public in and for said State, personally appeared

Richard P Morrison & Mary Louise Morrison

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.

Eileen R Evans
Signature

CAPACITY CLAIMED BY SIGNER

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

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