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Project: Zoning Case CU-055-990  
4417 Nellie Street  
Riverside, California



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 22 day of Dec., 2000, by DANIEL G. STRINGER AND ROBERTA KAYE STRINGER, husband and wife, (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 13 of the Resubdivision of Arlington Suburban Estates, as shown by map on file in Map Book 13 page 75 thereof, records of Riverside County, California.

B. The Property, known as 4417 Nellie Street, Riverside, California, is zoned for Single Family Residential use ("R-1-65"), and is currently developed with a single-family residence and attached garage and carport. Declarants desire to construct a 800 square-foot, single story, attached auxiliary dwelling unit (granny flat). Said auxiliary dwelling unit shall be attached by a 10-foot-wide breezeway to an existing garage and carport. The granny flat will consist of living room, dining room, a kitchen with a refrigerator, stove and double sink; storage room, master bedroom and full size bathroom.

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

DESCRIPTION APPROVAL 10/12/2000  
by [Signature]  
SURVEYOR, CITY OF RIVERSIDE

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-055-990, 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-055-990, 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. Failure to abide by all conditions of this permit shall be cause for revocation;

g. 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.

h. 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.

i. The gross square footage of the auxiliary dwelling unit, excluding attached covered parking and unenclosed patio covers, shall not exceed one-half the gross square footage of the primary dwelling or one thousand feet, whichever number is less.

j. Any detached auxiliary dwelling shall be screened from adjacent property by opaque fencing or landscaping. Such detached unit shall maintain a minimum five-foot setback from any building on the site but shall be located within fifty feet of the primary dwelling unit. The auxiliary shall not cause the lot coverage requirement of the zone to be exceeded.

k. The lot containing the auxiliary dwelling unit shall have direct access to an improved public street and the parking area for the auxiliary unit shall have paved access.

l. Any auxiliary unit established in a permanent structure shall not contain more than one bathroom, one kitchen (with or without eating area), one utility room, two bedrooms, and one living or combination living and dining room.

m. Any auxiliary dwelling unit permanently built on a property shall be architecturally compatible with and complimentary to the primary dwelling. All related aesthetic matters including architecture, landscaping and irrigation shall be subject to review and approval by the Design Review staff with right of appeal to the City Council.

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.

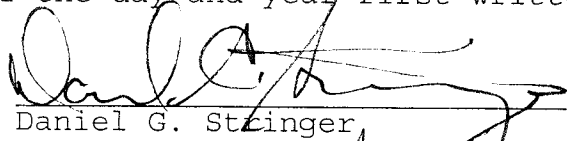
3. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by the Planning Director of the City of Riverside, California, by a writing duly recorded.

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



Daniel G. Stringer



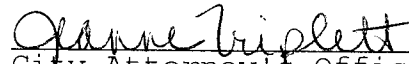
Roberta Kaye Stringer

APPROVED AS TO CONTENT:



Planning Department

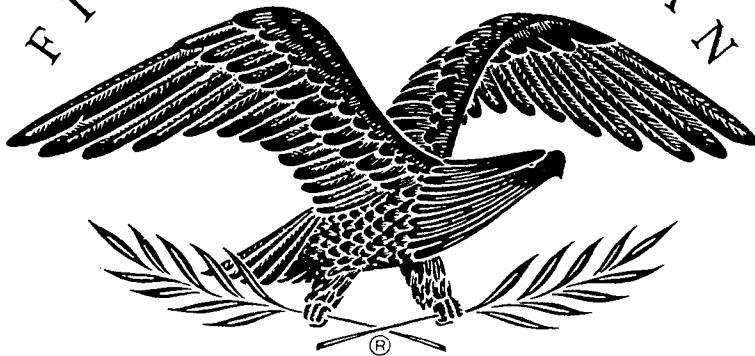
APPROVED AS TO CONTENT:



City Attorney's Office



FIRST AMERICAN

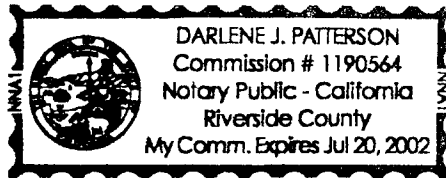


STATE OF CALIFORNIA }  
COUNTY OF Riverside } ss.

On Dec. 22, 2000 before me, Darlene J. Patterson,  
personally appeared Daniel G. Stringer and  
Roberta Kaye Stringer, 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 Darlene J. Patterson



(This area for official notarial seal)

Title of Document: Covenant & Agreement & Declaration of Rest  
Date of Document 12/22/00 No. of Pages 4  
Other signatures not acknowledged Planning Dept. & City Attorneys  
Office

