

Recording Requested By
First American Title Company

WHEN RECORDED MAIL TO:

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

Project: CU-056-001
5605 Via San Jacinto
Riverside, California 92506

DOC # 2001-179207

04/27/2001 08:00A Fee:15.00

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

(SINGLE FAMILY DWELLING RESTRICTION)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 23rd day of April, 2001, by **DANA LYNNE EVANS**, an unmarried woman, and **ELOISE W. EVANS**, a widow, ("Declarants"), with reference to the following facts:

A. Declarants are the fee owners of the real property (the "Property") situated in the City of Riverside, County of Riverside, State of California, described as follows:

Lot 79, Tract 3439, County of Riverside, State of California, as per map recorded in Book 57, Page 11, 12 and 13 of Maps, in the office of the County Recorder of said County.

B. The Property, known as 5605 Via San Jacinto, Riverside, California, is in the Single Family Residential ("R-1-80") Zone and is developed with a two-story single family residence with an attached garage, for a total of approximately 3,552 square feet.

C. Declarants have applied to the City of Riverside for a minor conditional use permit and to construct an approximately 435 square-foot auxiliary dwelling unit attached to the single-family residence, consisting of a bedroom, a bathroom and a kitchen.

D. Prior to the minor conditional use permit becoming effective and the issuance of building permits, the City of Riverside is requiring Declarants to execute and record a covenant limiting the occupancy of the auxiliary dwelling unit to a maximum of two persons, each of whom is sixty (60) years of age or older; assuring that the legal owner(s) of the Property will continually occupy either the primary or the auxiliary dwelling unit; and assuring that the kitchen facilities will be removed and the unit will not be used a separate dwelling unit should the use authorized by the minor conditional use

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

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DESCRIPTION APPROVAL 4/17/01
 by Walter R. Anger
 SURVEYOR, CITY OF RIVERSIDE

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CIA 712

permit cease or fail to comply with the foregoing occupancy restrictions.

E. Declarants are willing to record a covenant and agreement and declaration of restrictions ("Covenant") to put future owners and successor-in-interest on notice of the above-stated restrictions on the use and occupancy of the auxiliary dwelling unit.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City of Riverside for the granting of a minor condition use permit and building permits in case number CU-056-001, and restricting the use of the Property to that of a single-family house and an attached auxiliary dwelling unit, Declarants hereby covenant and agree with the City of Riverside that the following restrictions shall apply to the Property:

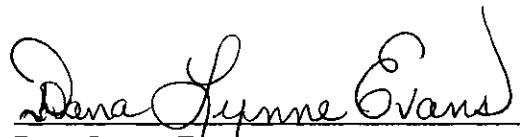
1. Occupancy of the auxiliary dwelling unit shall be limited to a maximum of two persons, each of whom is sixty (60) years of age or older.
2. The legal owner(s) of the Property will continually occupy either the primary or the auxiliary dwelling unit.
3. The kitchen facilities will be removed and the unit will not be used a separate dwelling unit should the use authorized by the minor conditional use permit cease or fail to comply with the foregoing occupancy restrictions.
4. Except as otherwise permitted by the provisions of Title 19 of the Riverside Municipal Code, no commercial or business activity shall be conducted on the Property.
5. The on-site covered parking required by Title 19 of the Riverside Municipal Code shall be maintained at all times.
6. The use of the auxiliary dwelling unit is only authorized in accordance with the stated terms and conditions of approval. Should the use cease or fail to comply with the stated terms and conditions, the minor conditional use permit will be subject to revocation.
7. 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.
8. 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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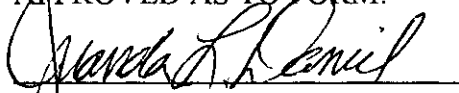
FURTHER, Declarants and each of them hereby represent and warrant that they have the legal power, right and actual authority to subject the Property to the restrictions, terms and conditions stated herein.

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

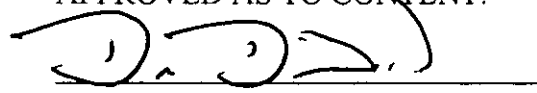

Dana Lynne Evans


Eloise W. Evans

APPROVED AS TO FORM:


Deputy City Attorney

APPROVED AS TO CONTENT:

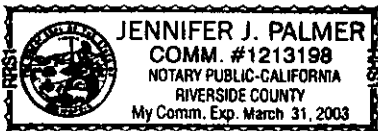

Planning Department



STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On 4-23-01, 2001, before me, Jennifer J. Palmer, the undersigned, a notary public in and for said State, personally appeared Danz Lyne Evans & Eloise W. Evans personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On _____, 2001, before me, _____, the undersigned, a notary public in and for said State, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

