

WHEN RECORDED MAIL TO:

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

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Page 1 of 4

Recorded in Official Records
County of Riverside

Gary L. Orso
Assessor, County Clerk & Recorder



Project: CU-024-012
8710 Victoria Avenue
Riverside, California 92504
APN: 238-060-006

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COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

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(AUXILIARY DWELLING UNIT RESTRICTION)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 2ND day of JANUARY, 2001, by LAURIER GAGNON, An Unmarried Man, ("Declarant"), with reference to the following facts:

DESCRIPTION APPROVAL 1/4/02
Walter R. Inge
CITY SURVEYOR, CITY OF RIVERSIDE

A. Declarant is the fee owner of the real property (the "Property") situated in the City of Riverside, County of Riverside, State of California, which legal description is as follows:

Parcel 1 of Parcel Map 28928 as shown in Book 195, pages 70 and 71 of Parcel Maps, Records of Riverside County, California.

B. The Property, known as 8710 Victoria Avenue, Riverside, California, is in the Residential-Agricultural (RA-5) Zone, is approximately 4.6 acres in size and is being developed with an approximately 4,100-square-foot primary residence with a 1,005-square-foot attached garage.

C. Declarant has applied to the City of Riverside for a minor conditional use permit to construct an approximately 1,040-square-foot single story auxiliary dwelling unit that will include one bedroom, a bathroom, a living room, kitchen facilities and a one car attached garage.

D. "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 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.

E. Prior to the minor conditional use permit becoming effective and the issuance of building

permits, the City of Riverside is requiring Declarant 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 permit cease or fail to comply with the foregoing occupancy restrictions. Further, the auxiliary dwelling unit with attached one-car garage will maintain an appearance similar to other dwellings on the block. A variance has been granted to allow the auxiliary dwelling unit to be 1,040 square feet where a 1,000-square-foot unit would be allowed by the Zoning Code and a variance has been granted to allow an auxiliary dwelling unit to be approximately 140 feet in distance from the main residence where a maximum of 50 feet is permitted by the Zoning Code.

F. Declarant is willing to record a covenant and agreement and declaration of restrictions ("Covenant") to put future owners and successors-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 conditional use permit and building permits in case number CU-024-012, and restricting the use of the Property to that of a single-family house and an attached auxiliary dwelling unit, Declarant hereby covenants and agrees with the City of Riverside that the following restrictions shall apply to the Property:

1. The auxiliary dwelling unit and attached one-car garage will maintain an appearance similar to other dwellings on the block.
2. The number of occupants of the auxiliary dwelling unit shall be no more than two (2).
3. Each occupant of the auxiliary dwelling unit shall be sixty (60) years of age or older.
4. The legal owner(s) of the Property will continually occupy either the primary or the auxiliary dwelling unit.
5. The kitchen facilities will be removed from the auxiliary dwelling unit and such unit will not be used as a separate dwelling unit should the use authorized by the minor conditional use permit cease or fail to comply with the foregoing occupancy restrictions.
6. 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.
7. The auxiliary dwelling unit shall have no separate address or house number.
8. 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.



9. The on-site covered parking required by Title 19 of the Riverside Municipal Code shall be maintained at all times.

10. The use of the auxiliary dwelling unit is only authorized in accordance with the stated terms and conditions of approval including the granted variances to allow the auxiliary dwelling unit to be 1,040-square-feet where 1,000-square-feet would be allowed by the Zoning Code and to allow an auxiliary dwelling unit to be approximately 140 feet in distance from the main residence where a maximum of 50 feet is allowed by the Zoning Code. Should the use cease or fail to comply with the terms and conditions stated in this Covenant and Agreement, the minor conditional use permit will be subject to revocation.

11. 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.

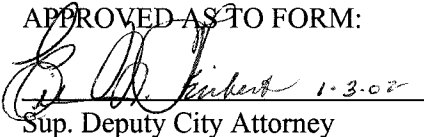
12. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarant, his heirs, successors and assigns, and shall continue in effect until such time as released by by a writing duly recorded and executed by the Planning Director of the City of Riverside, California, or the successor to such duties.

FURTHER, Declarant hereby represents and warrants that he has the legal power, right and actual authority to subject the Property to the restrictions, terms and conditions stated herein.

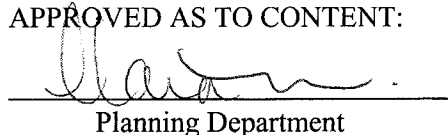
IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.


LAURIER GAGNON

APPROVED AS TO FORM:


Sup. Deputy City Attorney

APPROVED AS TO CONTENT:


Planning Department

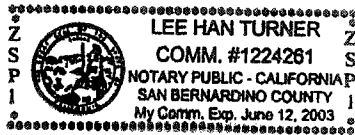
Dec. 28, 2001 CA 01-2866
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STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) *San Bernardino*

On January 2, 2002, before me, Lee Han Turner, the undersigned, a notary public in and for said State, personally appeared Javier A. Guzman 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.



Lee Han Turner
Notary Public

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 200__, 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

