

WHEN RECORDED MAIL TO:

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

Project: CU-043-023  
692 Lakewood Drive  
Riverside, California 92504  
APN: 051-059-534-0

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COVENANT AND AGREEMENT  
AND DECLARATION OF RESTRICTIONS



(AUXILIARY DWELLING UNIT RESTRICTION)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 26 day of February, 2003, by **CARL P. PENROD** and **PATIENCE L. PENROD**, husband and wife, ("Declarants"), with reference to the following facts:

RECEIVED CITY CLERK'S OFFICE  
2/27/03  
DESCRIPTION APPROVAL

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

Lot 14 of Tract No. 21631 as shown by map on file in Book 228 Pages 49 through 57 of Maps.

B. The Property, known as 692 Lakewood Drive, Riverside, California, is in the single-family residential (R-1-130) zone.

C. Declarants have applied to the City of Riverside for a conditional use permit and building permits to construct an approximately 936 square-foot auxiliary dwelling unit (granny flat) that will include a living room, dining room, one bedroom with sitting area, a bathroom, and a kitchen.

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 a subsidiary to the primary dwelling unit situated on that property.

E. Prior to the 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

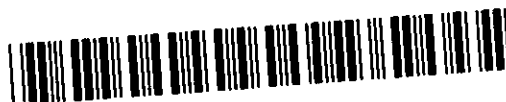
the primary or the auxiliary dwelling unit, and assuring that the kitchen facilities will be removed and the unit will not be used a separate dwelling unit should the use authorized by the minor conditional use permit cease or fail to comply with the foregoing occupancy restrictions.

F. Declarants are 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-043-023, and restricting the use of the Property to that of a single-family house and an attached auxiliary dwelling unit, Declarants hereby covenants and agrees with the City of Riverside that the following restrictions shall apply to the Property:

1. The number of occupants of the auxiliary dwelling unit shall be no more than two (2).
2. Each occupant of the auxiliary dwelling unit shall be sixty (60) years of age or older.
3. The legal owner(s) of the Property will continually occupy either the primary or the auxiliary dwelling unit.
4. 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.
5. 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.
6. The on-site covered parking required by Title 19 of the Riverside Municipal Code shall be maintained at all times.
7. 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 terms and conditions stated in this Covenant and Agreement, the conditional use permit will be subject to revocation.

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.




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 a writing duly recorded and executed by the Planning Director of the City of Riverside, California, or the successor to such duties.

Declarants 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.

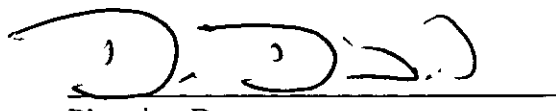
  
CARL P. PENROD

  
PATIENCE L. PENROD

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
Deputy City Attorney

  
Planning Department

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CA: 03-0385  
02/19/03



STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

On Feb. 26, 2003, before me, Sherrri D. Inman, the undersigned, a notary public in and for said State, personally appeared Carl P. Penrod 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.



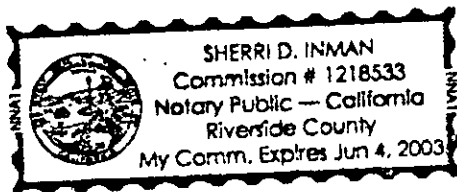
A handwritten signature in cursive script, appearing to read "Sherrri D. Inman".

Notary Public

STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

On Feb. 26, 2003, before me, Sherrri D. Inman, the undersigned, a notary public in and for said State, personally appeared Patience L Penrod 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.



A handwritten signature in cursive script, appearing to read "Sherrri D. Inman".

Notary Public



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