

WHEN RECORDED MAIL TO:

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



Project: P04-0945  
9381 Loquat Drive  
Riverside, California 92508  
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 24th day of January, 2005, by **ALEX CAPUCHINO JR.** and **CONSTANCE CAPUCHINO**, husband and wife, ("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, which legal description is as follows:

**SEE EXHIBIT "A"**

B. The Property, known as 9381 Loquat Drive, Riverside, California, is in the single-family residential (R-1-65) zone.

C. Declarants have applied to the City of Riverside for a conditional use permit and building permits to construct an approximately 744 square-foot auxiliary dwelling unit (granny flat) that will include two bedrooms, one bathroom, one living room 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 P04-0945, 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.

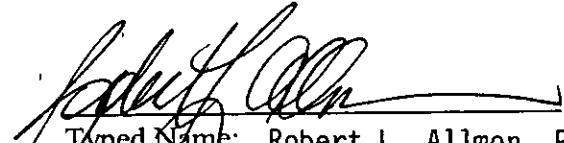
  
ALEX CAPUCHINO JR.  
Declarant

  
CONSTANCE CAPUCHINO  
Declarant

APPROVED AS TO FORM:

  
Kristi J. Smith  
Deputy City Attorney

APPROVED AS TO CONTENT:

  
Typed Name: Robert L. Allmon, Planning Tech  
Planning Department

O \Cycom\WPDocs\D018\P003\00039111 WPD  
CA 05-0035  
01/18/05

EXHIBIT "A"

LOT 61, OF TRACT NO 19958-3, RECORDED IN BOOK 171, PAGES 45 THROUGH 49 OF MAPS,  
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

EXCEPTING THEREFROM 51 PERCENT OF ALL OIL, GAS, HYDROCARBONS AND MINERAL  
SUBSTANCES UNDERLYING SAID LAND BELOW 500 FEET FROM THE SURFACE OF THE SAME  
WITHOUT THE RIGHT OF SURFACE ENTRY AS RESERVED BY MARY H. TRAUTWEIN, ET AL IN  
DEED RECORDED APRIL 29, 1963 AS INSTRUMENT NO 42998, IN BOOK 3380, PAGE 88, OFFICIAL  
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DESCRIPTION APPROVAL:

  
MARK S. BROWN  
CITY SURVEYOR

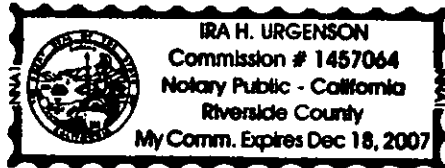
1/21/05  
DATE

CIA 927

STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

On January 24, 2005, before me, IRA H. URGENSON, the undersigned, a notary public in and for said State, personally appeared CONSTANCE CARACHINO 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.

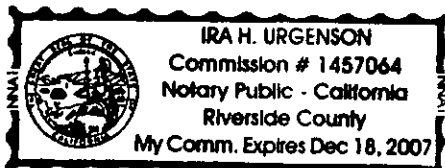


Ira H. Urgenson  
Notary Public

STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

On January 24, 2005, before me, IRA H. URGENSON, the undersigned, a notary public in and for said State, personally appeared ALEX CARACHINO 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.



Ira H. Urgenson  
Notary Public