

WHEN RECORDED MAIL TO:

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

Project: 2008 Milton Street
Riverside, California 92507
APN: 210-052-004

DOC # 2005-0118076

02/14/2005 08:00A Fee:NC

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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

6



(AUXILIARY DWELLING UNIT)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 10th day of February, 2005, by **RICK LEE WEAVER** and **SUZAN M. WEAVER**, husband and wife, (collectively "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:

Lots 77 and 78 in Block 5 of Lansdowne Division, as shown by map on file in Book 8 Page 82 of Maps, Records of Riverside County, California.

B. The Property, known as 2008 Milton Street, Riverside, California, is in the Single Family Residential ("R-1-65") Zone and is developed with a single family residence and detached two-car garage.

C. Declarants have applied to the City of Riverside for a minor conditional use permit and variance to convert the existing garage into a 672 square-foot auxiliary dwelling unit.

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

DESCRIPTION APPROVAL:

BY: K. Strout 01/27/2005
DATE

FOR: MARK S. BROWN
CITY SURVEYOR

CIA 928

authorized by the minor conditional use 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 conditional use permit, building permits, variances, and restricting the use of the Property to that of a single-family house and a detached 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 (2) 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 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.
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.

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.

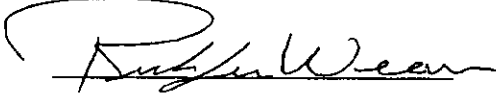
This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by the Planning Director of the City of Riverside, California,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

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.

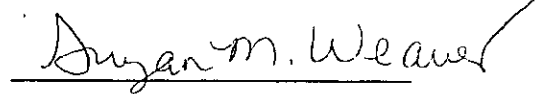
RICK LEE WEAVER

Declarant



SUZAN M. WEAVER

Declarant

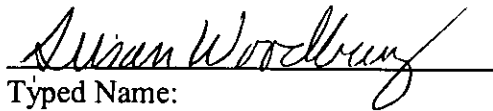


APPROVED AS TO FORM:



Kristi J. Smith
Deputy City Attorney

APPROVED AS TO CONTENT:



Typed Name:
Planning Department
Susan Woodbury

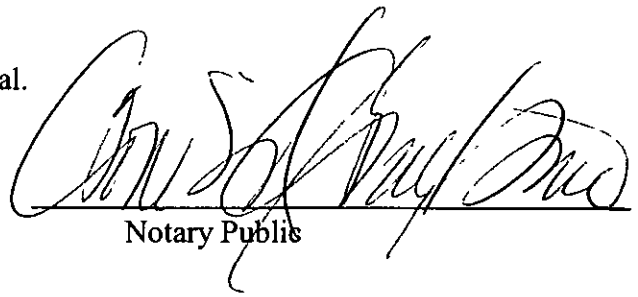
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CA 05-0136
01/21/05

STATE OF CALIFORNIA)

COUNTY OF Riverside

On February 10 2005, before me, Toni Giurbino Notary Public, the undersigned, a notary public in and for said State, personally appeared Kirk Weaver and Suzan Weaver ~~personally known to me (or proved to me on the basis of satisfactory evidence)~~ to be the persons whose names 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

