

WHEN RECORDED MAIL TO:

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

DOC # 2005-0573522

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Page 1 of 8

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



28

Project: Planning Case: P05-0196
4209 Columbia Avenue
Riverside, California 92501
APN: 206-040-005

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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 6 day of July, 2005, by JUAN M. RAMIREZ and MARIA G. RAMIREZ, husband and wife, and CUBERTA AISPURO, 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, which legal description is as follows:

See Exhibit "A"

B. The Property, known as 4209 Columbia Avenue, Riverside, California, is in the Single Family Residential (R-1-65) Zone.

C. Declarants have applied to the City of Riverside for a minor conditional use permit and building permit to convert and expand an existing guest house into an approximately 750 square foot auxiliary dwelling unit (granny flat) consisting of a kitchen, dining room, living room, two bedrooms and a bathroom.

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 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)

CIA 949

years of age or older, assuring that the legal owner(s) of the Property will continually occupy either the primary residence or the auxiliary dwelling unit, assuring that 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.

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 permit in Planning Case P05-0196, and restricting the use of the Property to that of a single-family house with an auxiliary dwelling unit. Declarants hereby covenant and agree with the City of Riverside that the following restrictions shall apply to the Property:

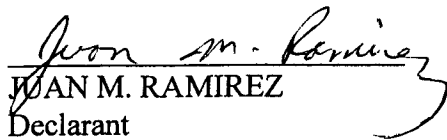
1. The number of occupants of the auxiliary dwelling unit shall be no more than two (2).
2. Each occupant of the auxiliary dwelling unit shall be sixty (60) years of age or older.
3. The legal owner(s) of the Property will continually occupy either the primary residence or the auxiliary dwelling unit.
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 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 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 he has 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.

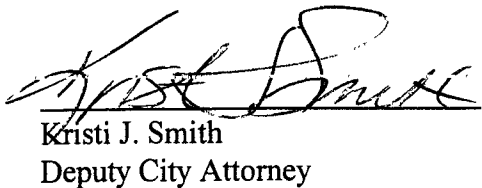

JUAN M. RAMIREZ
Declarant

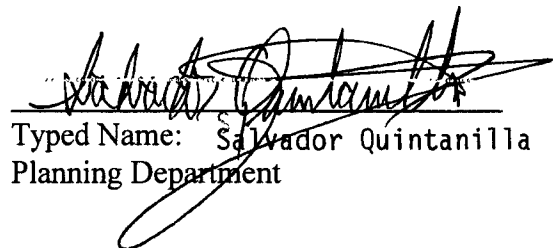

MARIA G. RAMIREZ
Declarant


CUTBERTA AISPURO
Declarant

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Kristi J. Smith
Deputy City Attorney


Typed Name: Salvador Quintanilla
Planning Department

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

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On July 06, 2005, before me, Mildred Najera the undersigned, a notary public in and for said State, personally appeared Juan Martin Ramirez, aka Ais Royo, Maria Ramirez 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.



Mildred Najera
Notary Public

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Exhibit A

All that certain real property situated in the County of Riverside, State of California, described as follows:

That portion of Lot 38 of Alamo Tract, as shown by map on file in Book 9 page 5 of Maps, records of Riverside County, California described as follows:

Beginning at the Southeasterly corner of said Lot 38;

Thence Northwesterly, along the Southwesterly line of said Lot 253.46 feet;

Thence North 29° 29' East 173 feet;

Thence to a point North 21° 50' East 303 feet from the Easterly corner of said Lot 38;

Thence South 21° 50' West 303 feet, to the point of beginning;

Excepting therefrom the Southwesterly line of said Lot 38, and the Southeasterly line of the said 150 feet being parallel with the Northwesterly line of said Lot 38.

DESCRIPTION APPROVAL:

BY: K. Stewart 07/05/2005
DATE

FOR: MARK S. BROWN
CITY SURVEYOR



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

<http://riverside.asrcclkrec.com>

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Juan Martin Ramirez, Cutberta Aispuro,
Maria G. Ramirez

Date:

7/18/05

Signature:

Juan M. Ramirez

Print Name:

Juan M. Ramirez