

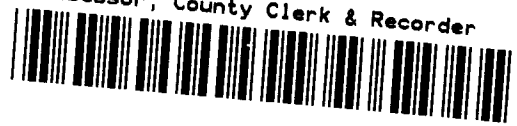
WHEN RECORDED MAIL TO:

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

Project: 2631 Jackson Street  
Riverside, California  
APN 238-030-009  
P05-411

DOC # 2006-0035946  
01/17/2006 08:00A Fee: 16.00  
Page 1 of 4

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

(AUXILIARY DWELLING RESTRICTION)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 23 day of October, 2005, by Salvatore Guiliano and Patricia Guiliano, husband and wife as joint tenants, 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:

Lot 5 of Victoria Gardens as shown by Map on file in Book 14, Page 79 of Maps, records of Riverside County, California.

B. The Property, known as 2631 Jackson Street, Riverside, California, is in the Residential Agricultural Five-Acre (RA-5) Zone and is proposed to be developed with a single-family residence and auxiliary dwelling unit.

C. Declarants have applied to the City of Riverside for a minor conditional use permit and building permits to construct an approximately 1026 square-foot auxiliary dwelling unit (granny flat) that includes a living room, study, two bedrooms, kitchen, dining room, utility room and 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.

DESCRIPTION APPROVAL:

*[Signature]*  
DATE: Oct 4 '05

MARK S. BROWN  
CITY SURVEYOR

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) 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 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, variances and building permits in Planning Case P05-0411, and restricting the use of the Property to that of a single-family residence and 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 owners 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 minor conditional use permit will be subject to revocation.




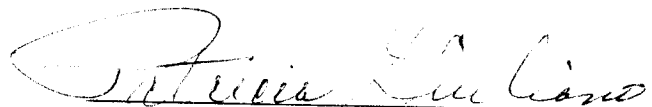
The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors or assigns. Should the City of Riverside bring an action to enforce the terms of the Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be 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 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.

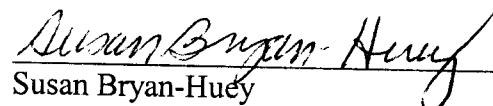
  
Sal Guiliano *aka Salvatore*

  
Patricia Guiliano

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
Kristi Smith  
Deputy City Attorney

  
Susan Bryan-Huey  
Planning Department



STATE OF CALIFORNIA )  
 )ss  
COUNTY OF RIVERSIDE )

On October 23, 2005, before me, Stephanie M. Giuliano, the undersigned, a notary public in and for said State, Salvatore Giuliano personally appeared, Patricia S Giuliano personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Stephanie M Giuliano  
Notary Signature

