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3900 Main Street
Riverside, California 92522

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of Riverside County, California
Recorder

Fees \$ 21

FOR RECORDER'S OFFICE USE ONLY

Project: Zoning Case CU-053-956
1738 Gratton Street
Riverside, California



21/5

COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS
FOR AN AUXILIARY DWELLING UNIT

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 12th day of February, 1997, by CHRISTIAN SINGLETARY, a married man, and EMMETT SINGLETARY, a single man, each as to an undivided one-half interest (collectively hereinafter referred to as "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, bearing Assessors Parcel No. 238-240-004-4 and more particularly described in the attached Exhibit "A", and incorporated herein by reference.

B. The Property, known as 1738 Gratton Street, Riverside, California, is zoned for Residential Agricultural use ("RA-5"), and is currently developed with a single family residence, an accessory building originally used as a garage and an orange grove. Declarants propose to legalize the conversion of the accessory building from a detached garage to a separate living unit and utilize said unit as an auxiliary dwelling unit.

C. "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. Such a unit is to be established by a conditional use permit, and pursuant to specific criteria as set forth in said Zoning Code.

D. Since the subject auxiliary dwelling unit is approximately 1,350 square feet, will contain two bathrooms and is located approximately 200 feet from the main dwelling, variances from the Riverside Zoning Regulations as set forth in Title 19 of the Zoning Code are necessary. Declarants have filed an application for such variances in Zoning Case CU-053-956.

E. The City of Riverside has required, as a condition of the approval of the minor conditional use permit for the auxiliary dwelling unit in Zoning Case CU-053-956, that certain restrictions be placed upon the Property with regard to the use of the auxiliary dwelling unit so that it shall only be occupied in accordance with Title 19 of the Riverside Municipal Code and certain other conditions of approval for said conditional use permit.

NOW, THEREFORE, for the purpose of complying with certain conditions imposed by the City of Riverside for the issuance of a Conditional Use Permit, Declarants hereby covenant and agree with the City of Riverside that the following restrictions shall apply to the Property:

1. The auxiliary dwelling unit shall be occupied solely in accordance with Title 19 of the Riverside Municipal Code and the conditions of approval in Zoning Case CU-053-956, including but not limited to the following provisions:

a. The number of occupants of the auxiliary dwelling unit shall be no more than two (2).

b. Each occupant of the auxiliary dwelling unit shall be 60 years of age or older.

c. Either the primary dwelling unit or the auxiliary dwelling unit on the Property shall be occupied by the legal owner(s) of the Property.

d. Should the occupancy of the auxiliary dwelling unit change, the kitchen facilities will be removed, and said unit will not be used as a separate dwelling.

e. The auxiliary dwelling unit shall have no separate address or house number.

f. The auxiliary dwelling unit shall have full utility and sanitary hookups in conjunction with the primary dwelling unit; separate utility meters and laterals shall not be installed.

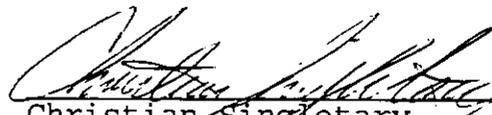
g. A minimum of one covered parking space shall be provided for the auxiliary dwelling unit in addition to any

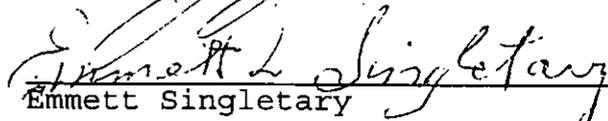
parking requirement for the primary dwelling unit. All covered parking spaces shall be served by a common driveway system.

2. 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.

3. 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.

IN WITNESS WHEREOF, Declarants have caused this Covenant and Agreement to be executed as of the day and year first written above.


Christian Singletary


Emmett Singletary

~~I, as the wife of Christian Singletary hereby consent to and join in the above Covenant and Agreement and Declaration of Restrictions and agree to be bound by the terms and conditions therein contained.~~

(Signature)

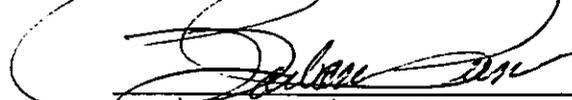
(Print Name)

APPROVED AS TO CONTENT:



Planning Department

APPROVED AS TO CONTENT:

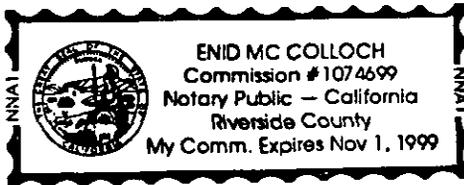


Assistant City Attorney

State of CALIFORNIA)
County of RIVERSIDE) ss
)

On FEBRUARY 12, 1997, 1997, before me, the undersigned,
a notary public in and for said State, personally appeared
CHRISTIAN E. SINGLETARY

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.
Enid Mc Colloch
Signature

CAPACITY CLAIMED BY SIGNER

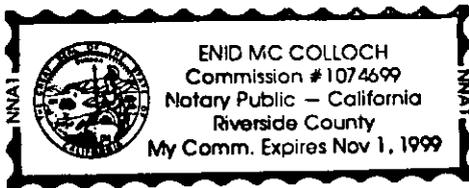
- () Attorney-in-fact
- () Corporate Officer(s)
Title _____ Title _____
- (x) Individual(s)
- () Partner(s)
() General () Limited
- () Trustee(s)
- () Other _____

The party(ies) executing this document is/are representing:

State of CALIFORNIA)
County of RIVERSIDE) ss
)

On FEBRUARY 12, 1997, 1997, before me, the undersigned,
a notary public in and for said State, personally appeared
EMMETT L. SINGLETARY

personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) (s) 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
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- () Other _____

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LEGAL DESCRIPTION EXHIBIT

LOT 5 OF WINDSOR HEIGHTS, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGES 8, 9 AND 10 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 5, BEING A POINT ON THE NORTHEASTERLY LINE OF MONROE STREET;
 THENCE NORTH 34° 14' WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 5 AND THE NORTHEASTERLY LINE OF MONROE STREET, 1,560.34 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 5;
 THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 5, ON A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 159.48 FEET, THE CHORD OF WHICH BEARS SOUTH 81° 27' EAST, A DISTANCE OF 20.95 FEET;
 THENCE SOUTH 77° 43' EAST, ALONG THE NORTHERLY LINE OF SAID LOT 5, 36.19 FEET;
 THENCE ALONG THE NORTHERLY LINE OF SAID LOT 5, ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 330.00 FEET AND A CENTRAL ANGLE OF 52° 13', AN ARC DISTANCE OF 300.75 FEET;
 THENCE SOUTH 51° 37' EAST, 288.22 FEET;
 THENCE SOUTH 15° 58' WEST, 130.00 FEET;
 THENCE SOUTH 05° 40' EAST, 123.00 FEET;
 THENCE SOUTH 57° 57' EAST, 135.00 FEET;
 THENCE SOUTH 87° 11' 30" EAST, 113.00 FEET;
 THENCE SOUTH 54° 02' 30" EAST, 72.00 FEET;
 THENCE SOUTH 81° 31' 30" EAST, 50.00 FEET;
 THENCE NORTH 66° 37' EAST 88.00 FEET;
 THENCE SOUTH 83° 33' 30" EAST, 80.00 FEET;
 THENCE SOUTH 00° 51' 30" WEST, 107.00 FEET;
 THENCE SOUTH 26° 59' 30" EAST, 66.00 FEET;
 THENCE SOUTH 74° 29' EAST, 110.00 FEET;
 THENCE SOUTH 25° 56' EAST, 72.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 5;
 THENCE SOUTH 26° 57' WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 5, 143.93 FEET;
 THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 5, ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 720.00 FEET; AND A CENTRAL ANGLE OF 07° 34', AN ARC DISTANCE OF 95.09 FEET;
 THENCE SOUTH 19° 23' WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 5, 216.73 FEET;
 THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 5, ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 38° 22', AN ARC DISTANCE OF 120.52 FEET;
 THENCE SOUTH 57° 45' WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 5, 89.34 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF HERMOSA DRIVE LYING ADJACENT TO SAID LAND WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID LAND.

EXHIBIT A