

WHEN RECORDED MAIL TO:

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

DOC # 2004-0112846

02/19/2004 08:00A Fee:22.00

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Recorded in Official Records  
County of Riverside

Gary L. Orso  
Assessor, County Clerk & Recorder



Project: Planning Case P03-0806  
1629 Monroe Street  
Riverside, California 92504  
APN: 238-240-004

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COVENANT AND AGREEMENT  
AND DECLARATION OF RESTRICTIONS

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(AUXILIARY DWELLING UNIT RESTRICTION)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 18 day of February, 2004, by DENNIS JOSEPH CONNER and KATHRYN LYNN CONNER, Co-Trustees or their Successor in Trust under THE CONNER FAMILY TRUST dated September 21, 2000, ("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 attached Exhibit "A".

B. The Property, known as 1629 Monroe Street, Riverside, California, is in the residential agricultural (RA-5) zone.

C. Declarants have applied to the City of Riverside for a minor conditional use permit and building permits to construct a two-story 1,500 square-foot parking garage/accessory structure ("accessory structure") consisting of a 3-car garage, storage/hobby room and a bathroom, and a 774 square-foot auxiliary dwelling unit granny flat ("auxiliary dwelling unit") consisting of a bedroom, living room, kitchen 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) 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, prohibiting the installation of a kitchen facility in the accessory structure and prohibiting the accessory structure from being rented.

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, variance and building permits in Planning Case P03-0806, and restricting the use of the Property to that of a single-family house, an auxiliary dwelling unit, and parking garage/accessory structure, 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 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. The primary residence and the accessory structure shall be used as one dwelling unit.
6. Neither the primary residence nor accessory structure shall be sold, rented or leased separately from the other building.
7. Kitchen facilities shall not be permitted, maintained or installed in the accessory structure.
8. 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.
9. The on-site covered parking required by Title 19 of the Riverside Municipal Code shall be maintained at all times.



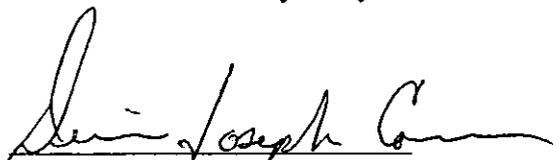
10. The use of the auxiliary dwelling unit and the accessory structure are only authorized in accordance with the stated terms and conditions of approval. Should the use cease or fail to comply with the terms and conditions stated in this Covenant and Agreement, the minor conditional use permit will be subject to revocation.

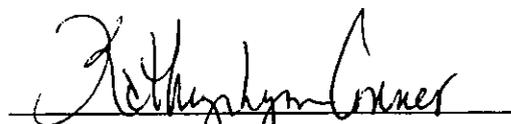
The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors or assigns. Should the City of Riverside bring an action to enforce the terms of the Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit.

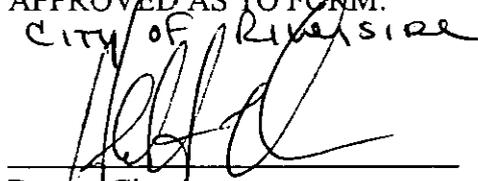
This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by a writing duly recorded and executed by the Planning Director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

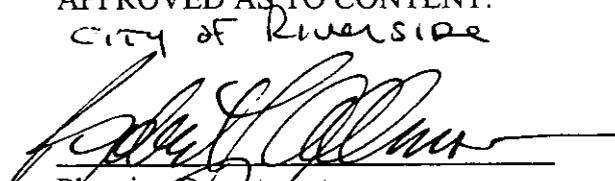
Declarants hereby represent and warrant that they have the legal power, right and actual authority to subject the Property to the restrictions, terms and conditions stated herein.

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

  
DENNIS JOSEPH CONNER,  
Co-Trustee or Their Successor in Trust  
under The Conner Family Trust  
dated September 21, 2000

  
KATHRYN LYNN CONNER,  
Co-Trustee or Their Successor in Trust  
under The Conner Family Trust  
dated September 21, 2000

APPROVED AS TO FORM:  
CITY OF RIVERSIDE  
  
Deputy City Attorney  
Heriberto F. Diaz

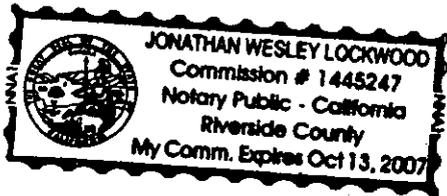
APPROVED AS TO CONTENT:  
CITY OF RIVERSIDE  
  
Planning Department  
Robert L. Allmon, Planner

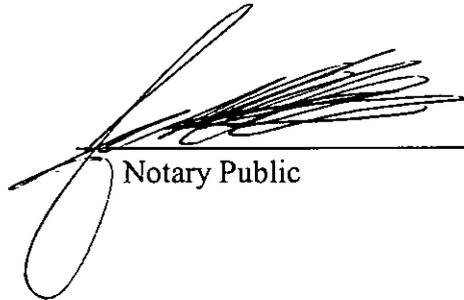


STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

On 18 of February, 2004, before me, Jonathan Wesley Lockwood, the undersigned, a notary public in and for said State, personally appeared Dennis Joseph Conner 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.

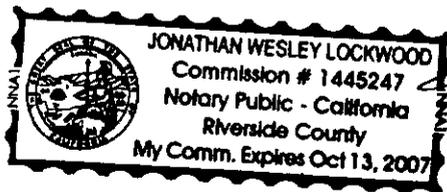


  
\_\_\_\_\_  
Notary Public

STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

On 18 of February, 2004, before me, Jonathan Wesley Lockwood, the undersigned, a notary public in and for said State, personally appeared Katherine Lynn Conner 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.



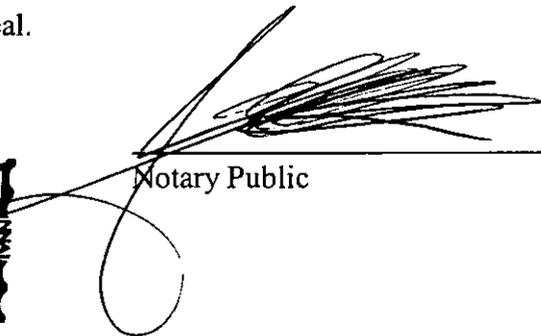
  
\_\_\_\_\_  
Notary Public



EXHIBIT "A"

PARCEL 1

THAT PORTION OF LOT 5 OF WINDSOR HEIGHTS, AS SHOWN BY MAP ON FILE IN BOOK 12 PAGES 8, 9, AND 10 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 5;

THENCE NORTH 34° 14' 00" WEST ON THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 65.27 FEET TO THE TRUE POINT OF THE BEGINNING;

THENCE CONTINUING NORTH 34° 14' 00" WEST, A DISTANCE OF 218.12 FEET;

THENCE NORTH 55° 46' 00" EAST, A DISTANCE OF 149.00 FEET;

THENCE SOUTH 81° 16' 34" EAST, A DISTANCE OF 21.96 FEET;

THENCE SOUTH 38° 19' 07" EAST, A DISTANCE OF 144.90 FEET;

THENCE SOUTH 32° 52' 57" WEST, A DISTANCE OF 72.82 FEET;

THENCE SOUTH 33° 56' 16" WEST, A DISTANCE OF 81.49 FEET TO A POINT ON A LINE WHICH IS AT A RIGHT ANGLE TO THE SOUTHWESTERLY LINE OF SAID LOT 5 AND BEARS NORTH 55° 46' 00" EAST, ALONG SAID LINE, A DISTANCE OF 32.65 FEET FROM THE TRUE POINT OF BEGINNING;

THENCE SOUTH 55° 46' 00" WEST, ALONG SAID LINE, A DISTANCE OF 32.65 FEET TO THE TRUE POINT OF BEGINNING.

*EXCEPTING THEREFROM* THE FOLLOWING DESCRIBED PORTION OF SAID LOT 5;

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 5;

THENCE NORTH 34° 14' 00" WEST ON THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 65.27 FEET TO THE TRUE POINT OF THE BEGINNING;

THENCE CONTINUING NORTH 34° 14' 00" WEST, A DISTANCE OF 218.12 FEET;

THENCE NORTH 55° 46' 00" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 34° 14' 00" EAST, PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 5, A DISTANCE OF 218.12 FEET;



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THENCE SOUTH 55° 46' 00" WEST, A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING.



DESCRIPTION APPROVAL 5/07/02  
K. Stewart  
SURVEYOR, CITY OF RIVERSIDE

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