



WHEN RECORDED MAIL TO:

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

Project: Planning Case P03-0357
1775 Gratton Street
Riverside, California 92504
APN: 238-240-004

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COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

(AUXILIARY DWELLING UNIT RESTRICTION)

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THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 4 day of September, 2004, by **DAVID BREUNIG** and **LORI BREUNIG**, 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, which legal description is as follows:

Parcel 2 as shown by Record of Survey on file in Book 52 page 86 of Records of Survey, Records of Riverside County, California,

Excepting therefrom that portion described as follows:

Beginning at the southwesterly corner of said Parcel 2, said corner being in a curve concave easterly, having a radius of 1040.00 feet. A radial line to said corner bears north 85 degrees 40' 40" east;

Thence northerly along said curve, through a central angle of 00 degrees 08' 27", an arc distance of 2.56 feet, to a point in the westerly line of said Parcel 2. A radial line to said point bears north 85 degrees 49' 07" east;

Thence north 81 degrees 06' 22" east, along a line which is parallel with and distant 2.55 feet northerly, as measured at right angle, from the southerly line of said Parcel 2, a distance of 487.45 feet to a point in the easterly line of said Parcel 2;

Thence south 20 degrees 31' 00" east, along said easterly line, a distance of 2.60 feet to the southeasterly corner of said Parcel 2;

Thence south 81 degrees 06' 22" west, along the southerly line of said Parcel 2, a distance of 488.18 feet to the point of beginning;

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[Handwritten signature and notes]

Also excepting therefrom that portion conveyed to the City of Riverside in Deed recorded September 5, 1980 as instrument No. 162119 of Office Records of Riverside County, California.

B. The Property, known as 1775 Gratton 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, variance, and building permits to construct a one-story 996 square-foot auxiliary dwelling unit granny flat ("auxiliary dwelling unit") consisting of a living room, bedroom, bathroom, kitchen and guest bedroom.

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 P03-0357, and restricting the use of the Property to that of a single-family house, an auxiliary dwelling unit, and attached garage, Declarants hereby covenant and agree with the City of Riverside that the following restrictions shall apply to the Property:

1. Limiting the use of the attached garage and auxiliary unit to that which is incidental to the main building, in this case an auxiliary dwelling unit, on this property and not allowing the building to be rented or otherwise used as a separate dwelling.
2. The number of occupants of the auxiliary dwelling unit shall be no more than two (2).
3. Each occupant of the auxiliary dwelling unit shall be sixty (60) years of age or older.

4. The legal owner(s) of the Property will continually occupy either the primary residence or the auxiliary dwelling unit.

5. 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.

6. 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.

7. The on-site covered parking required by Title 19 of the Riverside Municipal Code shall be maintained at all times.

8. 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.

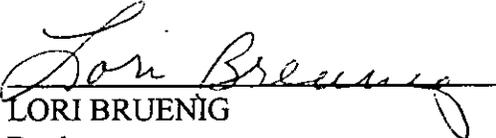
This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by a writing duly recorded and executed by the Planning Director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



DAVID BREUNIG,
Declarant



LORI BRUENIG
Declarant

APPROVED AS TO FORM:



Kristi J. Smith
Deputy City Attorney

APPROVED AS TO CONTENT:



Robert L. Allmon
Planning Department

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STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On September 4, 2004, before me, Chandra Lee McMurray the undersigned, a notary public in and for said State, personally appeared David Breunig and Lori Breunig 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.



Chandra Lee McMurray
Notary Public