

WHEN RECORDED MAIL TO:

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

DOC # 2006-0215052

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Page 1 of 5

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



Project: Planning Case: P05-1378
5765 Stover Avenue
Riverside, California 92505

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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 20 day of March, 2006, by ILIE JURCA AND VICTORIA JURCA, husband and wife as joint tenants, ("Declarants"), with reference to the following facts:

A. Declarants are the fee owner 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 Parcel Map No. 30516, on file in Book 214, Pages 54 and 55 of Parcel Maps, Records of Riverside County, California.

B. The Property, known as 5765 Stover Avenue, Riverside, California, is in the Rural Residential (RR) zone.

C. Declarants have applied to the City of Riverside for a minor conditional use permit and building permit to construct an approximately 933 square foot granny flat ("auxiliary dwelling unit") with an attached approximately 570 square foot two-car garage. The auxiliary dwelling unit will consist of three bedrooms, two bathrooms, a kitchen and a living room area.

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

DESCRIPTION APPROVA:

MARK S. BROWN
CITY CLERK

3/15/06

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 P05-1378, 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.

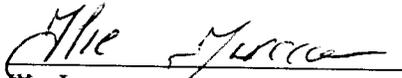
The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors or assigns. Should the City of Riverside bring an action to enforce the terms of the Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be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

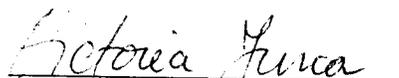


This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by a writing duly recorded and executed by the Planning Director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

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

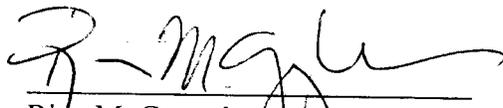
IN WITNESS WHEREOF, Declarants have caused this Covenant and Agreement to be executed as of the day and year first written above.


Ilie Jurca
Declarant


Victoria Jurca
Declarant

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Rina M. Gonzales
Deputy City Attorney

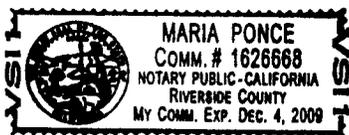

Kyle Smith
Planning Tech



STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On March 20, 2006, before me, Maria Ponce, Notary Public the undersigned, a notary public in and for said State, personally appeared Eric Jurca ^{MP} 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.

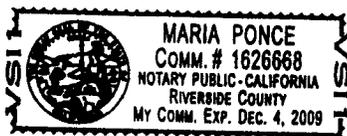


Maria Ponce
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On March 20, 2006, before me, Maria Ponce, Notary Public the undersigned, a notary public in and for said State, personally appeared Victoria Jurca ^{MP} 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.



Maria Ponce
Notary Public





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

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

<http://riverside.asrclkrec.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):

NOTARY Acknowledgment :

ILIE JURCA

VICTORIA JURCA

Date:

03/27/2006

Signature:

Ilie Jurca

Print Name:

ILIE JURCA

