

316076

WHEN RECORDED MAIL TO:

CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Project: Building Permit for
780 N. University Drive
Riverside, California

RECEIVED FOR RECORD
AT 11:00 O'CLOCK

AUG 12 1993

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$
14

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 12th day of August, 1993, by WILLIE MACK DUGGER, Trustee of The Dugger Family Trust dated February 13, 1992, as to an undivided one-half interest and WILLIE MACK DUGGER, Trustee of Dugger Family Disclaimer Trust dated November 27, 1992, as to an undivided one-half interest, hereinafter collectively referred to as "Declarants" with reference to the following facts:

A. The Declarants are the fee owners of the following described real property ("the Property") situated in the City of Riverside, County of Riverside, State of California:

Lot 5 of University Knolls as shown by map on file in Book 18, Page 10 of Maps, records of Riverside County, California.

B. The Property, known as 780 North University Drive, Riverside, California, is developed with a split-level single-family residence and attached garage. A room with a bathroom and closet was built over the garage. Declarants desire to obtain a building permit to construct a new carport in front of the existing garage and a room addition to the existing room located over the garage. The existing room over the garage and the room addition over the new carport together will be used as accessory living quarters consisting of a living room, a bedroom with a balcony, a bathroom and a closet. The accessory living quarters can be entered by way of a separate entrance from the main structure.

C. "Accessory living quarters" is defined by Section 19.04.020 of the Riverside Municipal Code to mean living quarters within an accessory building located on the same premises with the main building, such quarters having no kitchen

2/3/4

DESCRIPTION APPROVAL: 8, 11, 93
George P. Hutchinson

facilities and not rented or otherwise used as a separate dwelling.

D. As a condition for the issuance of a building permit for the Property, the City of Riverside is requiring Declarants to execute and record a Covenant and Agreement which places certain restrictions on the accessory living quarters to ensure the single-family residential use of the Property so that it will not mistakenly be used as two dwelling units, as one primary dwelling unit and one auxiliary dwelling unit or for commercial or business activity.

NOW, THEREFORE, for the purposes of complying with a condition imposed by the City of Riverside for issuance of a building permit for the construction of an attached carport and room addition over said carport, and restricting the use of the Property to single-family residential, Declarants hereby covenant and agree with the City of Riverside that the following restrictions shall apply to the Property:

1. The single-family house and the accessory living quarters consisting of the existing room over the existing garage and the new room addition to be built over the new carport shall be used as one dwelling unit.

2. No kitchen facilities shall be permitted, maintained or installed in the accessory living quarters.

3. Neither the accessory living quarters nor the existing house shall be sold, rented or leased separately from the other.

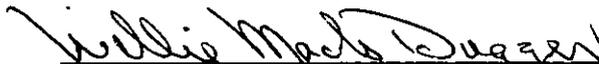
4. Except as otherwise permitted by the provisions of Title 19 of the Riverside Municipal Code, no commercial or business activity shall be conducted on the Property.

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

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

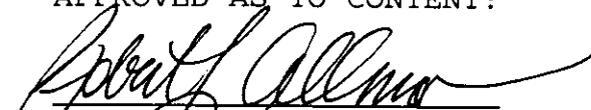
7. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by the Planning Director of the City of Riverside, California.

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

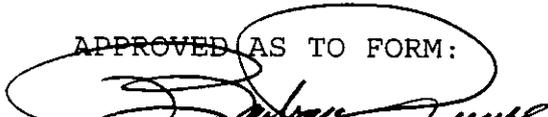

Willie Mack Dugger, Trustee of The
Dugger Family Trust dated
February 13, 1992


Willie Mack Dugger, Trustee of
Dugger Family Disclaimer Trust
dated November 27, 1992

APPROVED AS TO CONTENT:


Planning Department

APPROVED AS TO FORM:


Assistant City Attorney

State of California)
County of Riverside) ss

On August 12, 1993 before me Verleen H. Beard
(date) (name and title of the officer)

personally appeared WILLIE MACK DUGGER, Trustee of The Dugger Family Trust dated February 13, 1992, 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 executed the same in his authorized capacity, and that by his 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.



Verleen H. Beard
Signature

State of California)
County of Riverside) ss

On August 12, 1993 before me Verleen H Beard
(date) (name and title of the officer)

personally appeared WILLIE MACK DUGGER, Trustee of Dugger Family Disclaimer Trust dated November 27, 1992, 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 executed the same in his authorized capacity, and that by his 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.



Verleen H. Beard
Signature