

RECORDING REQUESTED:

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MAR 30 1993

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$ 14.-

116546

WHEN RECORDED MAIL TO:

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

Project: Zoning Case DR-5-923  
6310 Hawarden Drive  
Riverside, California

COVENANT AND AGREEMENT  
AND DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this day of 1993, by ROBERT D. MILLER, TRUSTEE OF THE ROBERT D. MILLER REVOCABLE LIVING TRUST DATED MARCH 20, 1990, with reference to the following facts:

A. The undersigned is the fee owner of the following described real property (the "Property") situated in the City of Riverside, County of Riverside, State of California:

Parcel 2 of Parcel Map on file in Book 20 of Parcel Maps at pages 82 and 83 thereof, Records of Riverside County, California.

B. The Property, which is located at 6310 Hawarden Drive, Riverside, California, is developed with a single-family house as the primary dwelling unit. The undersigned desires to construct an approximately 750 square foot single story building with an attached garage as an auxiliary dwelling unit. The auxiliary dwelling unit will consist of a living room, kitchen, bathroom and bedroom.

C. The City of Riverside (the "City") has required, as a condition of approval of Zoning Case C-23-890, 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 the provisions of Section 19.07.030(13) of the Riverside Municipal Code.

NOW, THEREFORE, the undersigned hereby covenants and agrees 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 Section 19.07.030(13) of the Riverside Municipal Code and the conditions of approval in Zoning Case C-23-890, including but not limited to the following provisions:

DESCRIPTION APPROVAL: 3/28/93  
George P. Miller  
CITY OF RIVERSIDE

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

b. 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.

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

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

e. Either the primary dwelling unit or the auxiliary dwelling unit on the Property shall be occupied by the legal owner of the Property.

f. The auxiliary dwelling unit shall be screened from adjacent property by opaque fencing or landscaping to the approval of the staff of the City's Planning Department.

g. The auxiliary dwelling unit shall be established in such a way as to minimize its visibility from adjacent streets and properties.

h. A covered parking space shall be provided for the auxiliary dwelling unit in addition to any parking requirement for the primary dwelling unit. Both covered parking spaces shall be served by a common driveway system.

2. When the use as an auxiliary dwelling unit in accordance with Section 19.07.030(13) of the Riverside Municipal Code ends, the Property shall revert to single-family residential use and the auxiliary dwelling unit shall be removed from the Property or converted to an accessory building or guest house pursuant to the plan submitted by the undersigned to the Riverside Planning Department by removing the kitchen to the satisfaction of the Planning Director. The removal of the kitchen shall include but not necessarily be limited to the removal of any double sink; the removal of any standard refrigerator; the removal of any 220 electric lines; and the removal of any gas lines. A single basin sink and an undercounter refrigerator may be placed in a guest house for use as a wet bar. No kitchen facilities are permitted in an accessory building used for accessory living quarters. The single-family house and the accessory building or guest house shall be used as one dwelling unit. Neither building shall be used as a separate dwelling unit or separate living quarters from the other. Neither building shall be sold, rented or leased separately from the other unit.

3. 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.

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

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

*Robert D. Miller*

ROBERT D. MILLER, TRUSTEE OF  
THE ROBERT D. MILLER REVOCABLE  
LIVING TRUST DATED MARCH 20, 1990

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

*Kathleen M. Gordon*  
Assistant City Attorney

*David T. [Signature]*  
Planning Department