

WHEN RECORDED MAIL TO:

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

Project: CU-034-834
Second Baptist Church
2911 Ninth Street and
2958 University Avenue
Riverside, California

DOC # 2001-036445

01/29/2001 08:00A Fee:15.00

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Recorded in Official Records
County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 29TH day of DECEMBER, 2000, by **SECOND BAPTIST CHURCH, INC.**, a corporation ("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the real property (the "Property") situated in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel 1 (Main Church)

Lots 13, 14, 15, 16 and 17 in Block 12 of WHITE'S ADDITION, as shown by Map recorded in Book 6 page 48 of Maps, records of San Bernardino County, California.

Excepting from Lots 13 and 14 the Northeasterly 115 feet thereof.

Parcel 2 (Annex Building)

Lots 9 and 10, and the Westerly Rectangular 10 feet of Lot 11 in Block 12 of WHITE'S ADDITION, as shown by Map on file in Book 6 page 48 of Maps, records of San Bernardino County, California.

B. The Main Church is located at 2911 Ninth Street, and the Annex Building is located at 2958 University Avenue, both within the City of Riverside, California, and both within the Restricted Commercial and Specific Combining (C-2-SP) Zones.

DESCRIPTION APPROVAL 11/27/00
Walter R. Jones by
SURVEYOR, CITY OF RIVERSIDE
for

C. Declarant has applied to the City of Riverside for a revision to a Conditional Use Permit issued in Case No. CU-034-834 in order to expand the use permitted thereby by incorporating the use of the Annex Building and an additional parking lot, as well as parking variances in connection therewith.

D. As a condition of approval of the revised Conditional Use Permit, granting of parking variances, and issuance of building permits, the City of Riverside is requiring Declarant to execute and record a covenant prohibiting the renting or allowing use of the Annex Building at the same time as the Main Church is being used for any type of use.

E. Declarant is willing to record a covenant and agreement and declaration of restrictions ("Covenant") to put future owners on notice of the restriction against renting or otherwise allowing occupancy of the Annex Building at the same time the Main Church is being used for any type of use.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City of Riverside in Case No. CU-034-834 (Revised) for a revised Conditional Use Permit and issuance of building permits, and restricting the use of the Main Church and Annex Building to prohibit renting or otherwise allowing use of the Annex Building at the same time as the Main Church is being used for any type of use, Declarant hereby covenants and agrees with the City of Riverside that the following restrictions shall apply to the Property:

1. The Annex Building shall not be rented, used or otherwise occupied at the same time the Main Church is being used for any purpose unrelated to the activity for which the Main Church is being used.

2. 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.

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

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

SECOND BAPTIST CHURCH, INC., a corporation

By: *Louis J. Winber Jr*
Printed Name: LOUIS J. WINBER JR
Title: TRUSTEE

By: *Barbara A. Hawkins*
Printed Name: BARBARA A. HAWKINS
Title: TRUSTEE



APPROVED AS TO FORM:

Jwanda L. Donald
Deputy City Attorney

APPROVED AS TO CONTENT:

Dion Jenkins
Planning Department



STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On December 29, 2000, before me, JOHNNIE L. SMITH, the undersigned, a notary public in and for said State, personally appeared LOUIS J. WINDER JR 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 executed the same in his/her authorized capacity, and that by his/her 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.

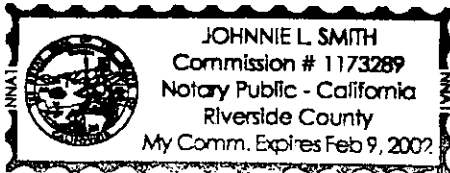


Johnnie L. Smith
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On December 29, 2000, before me, JOHNNIE L. SMITH, the undersigned, a notary public in and for said State, personally appeared BARBARA A. HAWKINS 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 executed the same in his/her authorized capacity, and that by his/her 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.



Johnnie L. Smith
Notary Public

