



WHEN RECORDED MAIL TO:

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

Project: 7220 Brandon Court
Riverside, California

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COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

(SINGLE FAMILY DWELLING RESTRICTION)



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 27 day of April, 2001, by **STRONGHOLD DEVELOPMENT**, a partnership, ("Declarant"), with reference to the following facts:

DESCRIPTION APPROVAL 8/27/01
Walter R. Spivey
SURVEYOR, CITY OF RIVERSIDE

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

Lot 21 of Tract No. 19176, as shown by Map on file in Book 178 Pages 19 through 25 of Maps, Records of Riverside County, California.

B. The Property, known as 7220 Brandon Court, Riverside, California, is in the Single Family Residential Conservation ("RC") Zone and is developed with a single family residence with an attached garage.

C. Declarant has applied to the City of Riverside for a permit and associated variances to construct a two-story, twenty-six foot high, detached accessory building totaling approximately 1862 square-feet for use as a pool house.

D. As a condition for granting the requested variances and the issuance of building permits, the City of Riverside is requiring Declarant to execute and record a covenant assuring that the accessory building will not be used for nor rented as a second dwelling unit and prohibiting the installation or maintenance of kitchen facilities within the detached accessory structure.

E. Declarant is willing to record a covenant and agreement and declaration of restrictions ("Covenant") prohibiting the accessory building from being rented or used as a second dwelling unit,

prohibiting installation or maintenance of any kitchen facilities in the accessory building, and putting future owners on notice of such prohibitions.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City of Riverside for the granting of the variance and the issuance of building permits, and restricting the use of the Property to that of a single-family house and an accessory building, Declarant hereby covenants and agrees with the City of Riverside that the following restrictions shall apply to the Property:

1. The single-family house and the accessory building shall be used as one dwelling unit.
2. No kitchen facilities shall be permitted, maintained or installed in the accessory building.
3. Neither the accessory building nor the main residence 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 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.
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 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.

FURTHER, each of the individuals executing this Covenant and Agreement on behalf of Declarant represents and warrants that he or she has the legal power, right and actual authority to act on behalf of Declarant and to subject the Property to the restrictions, terms and conditions stated herein

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

STRONGHOLD DEVELOPMENT,
a partnership

By *B. Bailey*
Printed Name Beverly A. Bailey
Title Partner

By *S. Bailey*
Printed Name Scott Bailey
Title Partner

APPROVED AS TO FORM:

Mandy L. Daniel
Deputy City Attorney

APPROVED AS TO CONTENT:

D. D. D.
Planning Department



STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On APRIL 27, 2001, before me, PATRICIA I. MCNICHOLAS, the undersigned, a notary public in and for said State, personally appeared BEVERLY A. BAILEY 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.

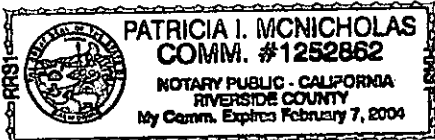


Patricia I. McNicholas
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On APRIL 27, 2001, before me, PATRICIA I. MCNICHOLAS, the undersigned, a notary public in and for said State, personally appeared SCOTT A. BAILEY 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.



Patricia I. McNicholas
Notary Public

