

WHEN RECORDED MAIL TO:

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

Project: 1321 Highridge Street
Riverside, California 92506

VR-084-990

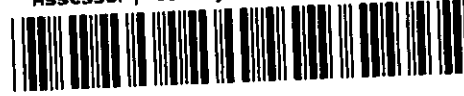
DOC # 2001-600905

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Page 1 of 4

Recorded in Official Records
County of Riverside

Gary L. Orso
Assessor, County Clerk & Recorder



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FOR RECORDER'S OFFICE USE ONLY

COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

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(SINGLE FAMILY DWELLING RESTRICTION)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 3rd day of December, 2001, by **WILLIAM E. SIPLES**, an unmarried man, who acquired title as **WILLIAM E SIPLES**, a married man as his sole and separate property ("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 and described as follows:

Parcel 2 of Parcel Map No. 8923 as shown by map on file in Book 42, Pages 21 and 22 of Parcel Maps, Records of Riverside County, California.

B. The Property, known as 1321 Highridge Street, Riverside, California, is in the Residential ("R-1-130") Zone and is developed with an approximately 2,430 square-foot single family residence including the attached garage.

C Declarant has applied to the City of Riverside to construct a 2,100-square-foot detached accessory structure. The proposed accessory structure will consist of a hobby room and recreational vehicle storage area. A variance has been granted to allow a 2,100-square-foot accessory structure where the maximum allowance would be 750-square-feet according to the Code. As a condition of the variance, the Declarant is required to comply with all conditions of approval set forth by Design Review staff

D. As a condition of approval, Declarant has agreed that the use of the accessory structure will be incidental to the single family residence.

DESCRIPTION APPROVAL 12/03/01
K. Stout
by _____
CITY SURVEYOR, CITY OF RIVERSIDE

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

F. Declarant is willing to record a covenant and agreement and declaration of restrictions ("Covenant") prohibiting the accessory structure from being rented or used as a separate dwelling unit, prohibiting installation or maintenance of any kitchen facilities in the accessory structure, 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 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 residence and the accessory structure shall be used as one dwelling unit and as a condition of granting a variance, Declarant is required to comply with all conditions of the Design Review staff.

2. No kitchen facilities shall be permitted, maintained or installed in the pool house.

3. Neither the accessory structure 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

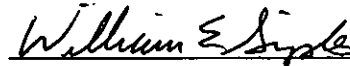
7. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarant, his heirs, successors and assigns, and shall continue in effect until such time as released by the Planning Director of the City of Riverside, California,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

FURTHER, Declarant hereby represents and warrants that he has the legal power, right and



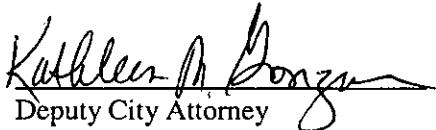
actual authority to subject the Property to the restrictions, terms and conditions stated herein.

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



WILLIAM E. SIPLES, an unmarried man,
who took title as WILLIAM E. SIPLES a
married man as his sole and separate
property

APPROVED AS TO FORM:


Deputy City Attorney

APPROVED AS TO CONTENT:


Planning Department



STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On Dec. 3, 2001, before me, Margie Roberts, the undersigned, a notary public in and for said State, personally appeared William E. Siples ~~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.



Margie Roberts
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On _____, 2001, before me, _____, the undersigned, a notary public in and for said State, personally appeared _____ 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

Notary Public



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