

WHEN RECORDED MAIL TO:

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

Project: 2296 Karendale Circle
Riverside, California
VR-094-012

DOC # 2002-125520

03/12/2002 08:00A Fee:19.00

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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

(SINGLE FAMILY DWELLING RESTRICTION)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 8th day of March, 2002, by Robert Daniel Marks and Holly D. Marks, as trustees of the Marks Revocable Trust dated August 25, 2001, ("Declarants"), with reference to the following facts:

A. Declarants are the fee owners of the real property (the "Property") situated in the City of Riverside, County of Riverside, State of California, the legal description which is attached as Exhibit "A" hereto and incorporated herein as if fully set forth.

B. The Property, known as 2296 Karendale Circle, Riverside, California, is in the Single-Family Residential Zone (R-1-125) and is developed with an approximately 2200 square-foot single family residence and an existing attached 600 square-foot garage ("existing garage").

C. Declarants have applied to the City of Riverside for a variance to allow a 6'11" encroachment into the fifteen-foot side yard setback for the construction of a new garage ("proposed garage"). Declarants have also applied for a permit to construct the proposed garage between and attached to the main residence and the existing garage. The existing garage is proposed to be converted into a shop.

D. As a condition for issuance of building permits, and approval of the variance, the City of Riverside is requiring Declarants to execute and record a covenant assuring that the proposed garage and existing garage will be used as buildings incidental to the main single family residence on the property, that neither the existing garage nor the proposed garage will be used for nor rented as a separate dwelling unit and prohibiting the installation or maintenance of kitchen facilities within the existing garage and proposed garage.

E. Declarants are willing to record this Covenant and Agreement and Declaration of Restrictions prohibiting the existing garage and proposed garage from being rented or used as a separate dwelling unit, prohibiting installation or maintenance of any kitchen facilities in the existing garage and proposed garage, and putting future owners on notice of such prohibitions and restriction o the Property.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City of Riverside for the granting of building permits and approval of the variance, and restricting the use of the Property to that of a single-family house and an existing garage and proposed garage, Declarants hereby covenant and agree with the City of Riverside that the following restrictions shall apply to the Property:

1. A minimum setback of 8'1" is to be provided between the proposed garage and the side property line.
2. The single-family house, the existing garage (proposed shop) and proposed garage shall be used as one dwelling unit.
3. No kitchen facilities shall be permitted, maintained or installed in the existing garage or the proposed garage.
4. Neither the existing garage, the proposed garage nor the main residence shall be sold, rented or leased separately from the other.
5. 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.
6. The on-site covered parking required by Title 19 of the Riverside Municipal Code shall be maintained at all times.
7. 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.
8. 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, by a writing duly recorded.

FURTHER, Declarants warrants that they have the legal power, right and actual authority to subject the Property to the restrictions, terms and conditions stated herein.



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

Robert Daniel Marks

Robert Daniel Marks
Trustee of the Marks Revocable Trust
dated August 25, 2001

Holly D. Marks

Holly D. Marks
Trustee of the Marks Revocable Trust
dated August 25, 2001

APPROVED AS TO FORM:

[Signature]
Deputy City Attorney

APPROVED AS TO CONTENT:

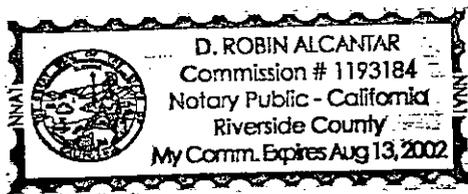
[Signature]
Planning Department



STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On March 8, ²⁰⁰²~~2001~~, before me, D. Robin Alcantar, the undersigned, a notary public in and for said State, personally appeared Holly Denise + Robert Daniel Marks 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.



D. Robin Alcantar
Notary Public



EXHIBIT "A"

LOT 12, TRACT 10005-1, MAP BOOK 154, PAGES 21 THROUGH 26, AS PER THE OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

DESCRIPTION: [unclear] 2-128/02
Walter R. Arce by [unclear]
SURVEYOR, CITY OF RIVERSIDE



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C/A 760