

101349

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Project: V-150-878
DR-95-878

RECEIVED FOR RECORD

30 Min. Post 3 o'clock P.M.

MAR 21 1990

Recorded in Official Records
of Riverside County, California

William J. Pomeroy
Recorder

Fees \$

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

This Covenant and Agreement and Declaration of Restrictions is made and entered into this 9th day of November, 1989, by DEVONNE W. ARMSTRONG and ANNETTE B. ARMSTRONG, husband and wife as joint tenants, the owners of record of the following described real property situated in the City of Riverside, County of Riverside, State of California, which property is referred to herein as Parcel A or Parcel B or collectively as the Property:

Parcel A

Lot 29 in Block 11 of White's Addition to Riverside, as shown by Map on file in Book 6 of Maps at page 48, Records of San Bernardino County, California.

Parcel B

Lot 30 in Block 11 of White's Addition to Riverside, as shown by Map on file in Book 6 of Maps at page 48, Records of San Bernardino County, California.

WHEREAS the undersigned desire to remodel and enlarge the existing building on Parcel A; and

WHEREAS the undersigned applied for and were granted a variance subject to certain conditions of approval to allow a 10-foot-wide driveway to serve Parcel A where a 20-foot-wide driveway is required by the Zoning Ordinance; and

WHEREAS the City of Riverside has required as a condition of approval of Variance Case V-150-878 that a covenant and agreement be executed to provide for the construction of a full width (20 foot) driveway to be shared by Parcels A and B at such time as Parcel B is further developed unless a future variance is approved which allows a lesser width driveway to serve the two parcels; and

DESCRIPTION APPROVAL 10/18/89
George F. Hutchinson by KGP
SURVEYOR, CITY OF RIVERSIDE

3/10

C/R 146

WHEREAS the undersigned desire to enter into this Covenant and Agreement to provide a 20-foot-wide joint use driveway as described below; and

WHEREAS the undersigned desire to restrict the Property with the obligations and restrictions contained herein;

NOW, THEREFORE, the undersigned hereby covenant and agree with the City of Riverside as follows:

1. At such time as Parcel B is further developed, nonexclusive reciprocal easements for ingress and egress, appurtenant to and for the use and benefit of Parcels A and B, shall be established over and across the westerly 10 feet of Parcel A and the easterly 10 feet of Parcel B, or in such other location where the two easements will total 20 feet in width, will touch each other at the common lot line dividing Parcels A and B and will be of sufficient depth to provide access to parking spaces to be located at the rear of the Property. The easements may total less than 20 feet in width only if a variance is granted by the City of Riverside which allows a lesser width driveway to serve Parcels A and B. The term "further developed" shall include the replacement, remodeling or enlargement of the dwelling situated on Parcel B, the change of the use of Parcel B from residential to commercial or office use, the rezoning of any portion of Parcel B or the use of the rear portion of Parcel B for nonresidential parking.

2. At such time as Parcel B is further developed, the easement area described in paragraph 1 is to be developed as a joint use driveway and shall be kept in a free and open condition at all times to permit unimpeded access to the rear of the Property. No structure shall be placed or constructed in the joint use driveway. No parking of vehicles shall be permitted in the joint use driveway. The joint use driveway shall be maintained in accordance with the standards of the City of Riverside for private driveways and in a good, usable and safe condition at all times.

3. In the event Parcel A or Parcel B is sold or leased or the ownership is otherwise changed, as the parcels are conveyed, the grantor shall grant and/or reserve, as appropriate, the above-described nonexclusive reciprocal easements. The easements shall include all rights deemed reasonable and necessary for the construction, maintenance and use of driveway facilities.

4. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors or assigns, or by any owner or tenant of any of the property. Should the City or any owner or tenant bring an action to enforce any of the terms of this Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to reasonable attorneys' fees, expert witnesses' fees and reasonable costs of suit.

5. This Covenant and Agreement and Declaration of Restrictions shall run with the land and shall be binding upon the undersigned, their heirs, successors and assigns and shall continue in effect until such time as it is released by the City Council of the City of Riverside.

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

DeVonne W. Armstrong
DEVONNE W. ARMSTRONG
Annette B. Armstrong
ANNETTE B. ARMSTRONG

APPROVED AS TO FORM

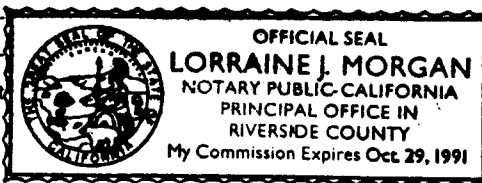
Clarice Sweeney
Assistant City Attorney

STATE OF CALIFORNIA
COUNTY OF Riverside ss.

On November 9, 1989 before me, the undersigned, a Notary Public in and for said State, personally appeared DeVonne W. Armstrong and Annette B. Armstrong

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personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.



WITNESS my hand and official seal.

Signature

Lorraine J. Morgan
Lorraine J. Morgan

(This area for official notarial seal)

3001 (6/82) (Individual) First American Fire Company

C/A-146-3