

WHEN RECORDED MAIL TO:

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

Project: COC-2-834

FREE RECORDING  
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AUG 29 1991

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$

300473

PROPERTY SERVICES MANAGER

COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 27 day of Aug., 1991, by DOUGLAS B. CUSTER and SHARON E. CUSTER, husband and wife as joint tenants, the owners of record of Parcel 1 and Parcel 3 described below and the owners of record of an undivided 55.88/150 interest in Parcel 2 described below. Parcels 1, 2, and 3 are parcels of real property located in the City of Riverside, County of Riverside, and State of California and are referred to herein by parcel number or collectively as "the Property":

Parcel 1

That portion of Lot 3 of the Church Subdivision of a portion of the east half of Section 36, Township 2 South, Range 5 West, San Bernardino Base and Meridian, as shown by map on file in Book 6, page 55 thereof, of Maps, Records of Riverside County, California, described as follows:

Beginning at the northwesterly corner of said Lot 3; thence South 27°04'00" West, along the westerly line of said Lot 3, a distance of 85.00 feet to the northwesterly corner of that certain parcel of land conveyed to John G. Bowen and Dorothy M. Bowen, by deed filed for record February 6, 1963 as Instrument No. 13058 of Official Records of Riverside County, California.

Thence South 62°56'00" East, along the northerly line of said parcel conveyed to John G. Bowen and Dorothy M. Bowen, a distance of 25.00 feet to the northeasterly corner of said parcel;

Thence South 27°04'00" West, along the easterly line of said parcel conveyed to John G. Bowen and Dorothy M. Bowen, a distance of 45.00 feet to the southeasterly corner of said parcel;

Thence North 62°56'00" West, along the southerly line of said parcel of land conveyed to John G. Bowen and Dorothy M. Bowen, a distance of 25.00 feet to the southwesterly corner of said parcel, said corner being on the westerly line of said Lot 3; Thence South 27°04'00" West, along the westerly line of said Lot 3, a distance of 141.67 feet to the northwesterly corner of Lot 9 of Tract 2623 as shown by map on file in Book 47, pages 62, 63 and 64 thereof, of Maps, Records of Riverside County, California;

Thence South 69°33'00" East, along the northerly line of said Lot 9, a distance of 100.17 feet to the northeasterly corner of said Lot 9;

Thence North 14°25'00" East, a distance of 273.41 feet to a point on the northerly line of said Lot 3 which bears South 78°27'00" East, a distance of 40.18 feet from the northwesterly corner of said Lot 3;

Thence North 72°27'00" West, along the northerly line of said Lot 3, a distance of 40.18 feet to the Point of Beginning;

Excepting therefrom that portion conveyed to the City of Riverside, California by deed recorded August 15, 1969 as Instrument No. 8405 of Official Records of Riverside County, California.

Also excepting therefrom that portion conveyed to the City of Riverside, California by deed recorded March 15, 1990 as Instrument No. 94596 of Official Records of Riverside County, California.

Parcel 2

Beginning at a point in the westerly boundary line of Lot 3 of the Church Subdivision of a portion of the east half of Section 36, Township 2 South, Range 5 West, San Bernardino Base and Meridian, as shown by Map of said subdivision on file in Book 6, page 55 of Maps, Records of Riverside County, California, distant 85 feet southerly from the northwesterly corner of Lot 3;

Thence South 27°04' West, on the westerly line of said Lot 3, 45 feet;

Thence South 62°56' East, 25 feet;

Thence North 27°04' East, 45 feet;

Thence North 62°56' West, 25 feet, to the Point of Beginning.

Parcel 3

That portion of Lot "C" of Fairview Estates No. 3, as shown by Map on file in Book 37, pages 27 and 28 of Maps, Records of Riverside County, California, lying southwesterly of the southeasterly prolongation of the northeasterly line of said Lot 59 and lying northeasterly of the southeasterly prolongation of the southwesterly line of said Lot 59.

WHEREAS Case COC-2-834 was approved subject to conditions of approval by the Planning Commission of the City of Riverside on August 18, 1983; and

WHEREAS the undersigned Douglas Custer, in order to meet certain conditions of approval, executed an "Agreement for Construction of Improvements (Building Permit)", hereinafter referred to as "the Agreement", on June 18, 1990 and obtained an instrument of credit (Certificate number 003-503783-3) from Provident Savings Bank, 3756 Central Avenue, Riverside, California 92506, to guarantee the faithful performance of the Agreement; and

WHEREAS the undersigned are currently unable to build on the Property due to uncertainty about the ownership of the remaining undivided 94.12/150 interest in Parcel 2; and

WHEREAS the City Council on July 9, 1991 modified the conditions of Case COC-2-834 to defer the off-site improvement requirements until issuance of a building permit for the Property and further authorized termination of the Agreement and release of the security for the performance of the Agreement provided that the undersigned execute and record a document giving notice to future buyers of the property that certain improvements have not been made and that prior to obtaining any building permit for the property, the owners of the Property will be required to enter into a new agreement to complete the improvements and further to provide security for the performance of the new agreement satisfactory to the Legal Department of the City of Riverside;

NOW, THEREFORE, the undersigned hereby covenant and agree with the City of Riverside that the following restrictions shall apply to the Property:

1. Prior to issuance of any building permit for the Property, the owners of the Property or their designated representative shall enter into an agreement with the City of Riverside to provide the off-site improvements required by condition 5 of the approved conditions for Case COC-2-834 as follows:

- "5. All provisions of the Subdivision Ordinance shall be met. Specific requirements include, but are not limited to, the following:
- a. Street dedications and/or widenings and improvements:

DESCRIPTION APPROVAL 8/18/91  
by  
Walter R. Joyce  
SURVEYOR, CITY OF RIVERSIDE

Fairview Avenue - Full improvement of Fairview Avenue based on a total 50' right-of-way, including curb and gutter, sidewalk (along southerly side only) and paving, waiver of access along northerly side, adjacent to the Gage Canal. Termination to Public Works specifications. Because of the decreased R/W width on Fairview, no parking will be allowed on the northerly side of the street, adjacent to the Gage Canal.

- b. The provision of storm drains contingent upon an engineer's drainage study.
- c. Off-site improvement plans to be approved by the Public Works Department and a surety posted to guarantee the required offsite improvements prior to recordation.
- e. Size, number, and location of driveway openings to be approved by the Traffic Division.
- f. The installation of sewers to serve this project.
- g. The removal, relocation, replacement or protection of existing street trees to the specifications of the Park and Recreation, Public Works and Planning Departments.
- h. The installation of new street trees in accordance with the specifications of the Park and Recreation Department.
- i. The provision of a 6-foot-high chain link fence or block wall along the Gage Canal.
- j. The provision of public utility easements, water, street lights and electrical underground and/or overhead facilities and fees in accordance with the rules and regulations of the Public Utilities Department.

The above requirements shall be satisfied to City specifications."

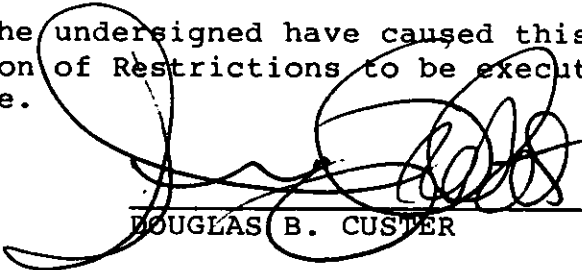
and shall provide security for the performance of the agreement satisfactory to the Legal Department of the City of Riverside.

2. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors and assigns. Should the City 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 and expert witnesses' fees and other 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 the undersigned, their heirs, successors and assigns, and shall continue in effect until such time as released by the City Council of the City of Riverside, California.

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.

  
\_\_\_\_\_  
DOUGLAS B. CUSTER

  
\_\_\_\_\_  
SHARON E. CUSTER

Approved as to form:

  
\_\_\_\_\_  
Assistant City Attorney