



WHEN RECORDED MAIL TO:

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

Project: 5985 Rimview Court
Riverside, California
APN 252-300-003

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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 17 day of May, 2001, by **WILLIAM R. JAHN, Trustee of the WILLIAM RUSSELL JAHN TRUST dated May 3, 1995, and WILLIAM R. JAHN and SHEILA JAHN, Trustees of the JAHN FAMILY TRUST dated July 3, 2000** (collectively referred to as "Declarants"), with reference to the following facts:

A. WILLIAM R. JAHN, Trustee of the WILLIAM RUSSELL JAHN TRUST dated May 3, 1995, is the fee owner of an undivided 2/3 interest in the real property (the "Property") situated in the City of Riverside, County of Riverside, State of California, described in Exhibit "A," attached hereto and incorporated by reference as follows:

B. WILLIAM R. JAHN and SHEILA JAHN, Trustees of the JAHN FAMILY TRUST dated July 3, 2000, are the fee owners of an undivided 1/3 interest in the Property.

C. The Property, known as 5985 Rimview Court, Riverside, California, is in the Single Family Residential Conservation ("RC") Zone and is developed with a single family residence with an attached garage.

D. Declarants have applied to the City of Riverside for a permit to construct a one-story, detached accessory building totaling approximately 629 square-feet for use as a pool house.

E. As a condition of the issuance of building permits, the City of Riverside is requiring Declarants 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.

F. Declarants are 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 and the issuance of building permits, and restricting the use of the Property to that of a single-family house and an accessory building, Declarants hereby covenant and agree 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 Declarants, their 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 represents and warrants that he or she has the legal power, right and actual authority to act on behalf of Declarants and to subject the Property to the restrictions, terms and conditions stated herein

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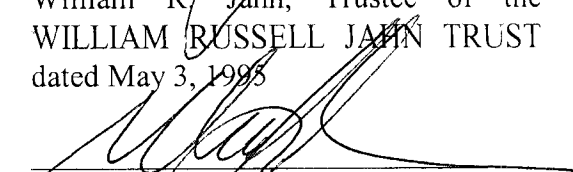
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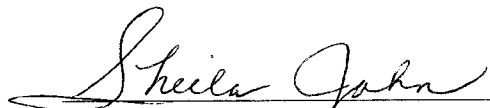
IN WITNESS WHEREOF, Declarants have caused this Covenant and Agreement to be executed as of the day and year first written above.



William R. Jahn, Trustee of the
WILLIAM RUSSELL JAHN TRUST
dated May 3, 1995

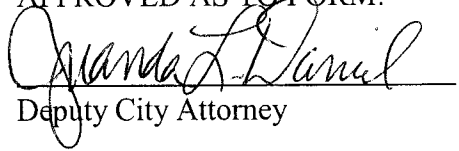


William R. Jahn, Trustee of the JAHN
FAMILY TRUST dated July 3, 2000



Sheila Jahn, Trustee of the JAHN
FAMILY TRUST dated July 3, 2000

APPROVED AS TO FORM:



Deputy City Attorney

APPROVED AS TO CONTENT:



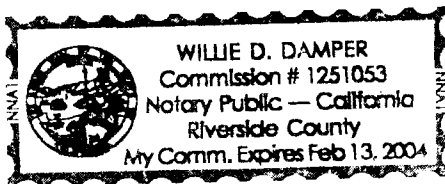
Planning Department



STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On 5-17, 2001, before me, Willie D. Damper, the undersigned, a notary public in and for said State, personally appeared SHERILA JAHN ~~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.

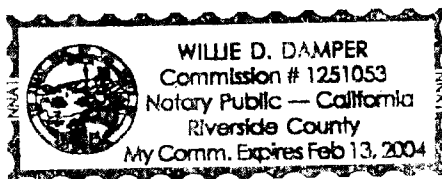


Willie D. Damper
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On 5-17, 2001, before me, Willie D. Damper, the undersigned, a notary public in and for said State, personally appeared William R. Jahn ~~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.



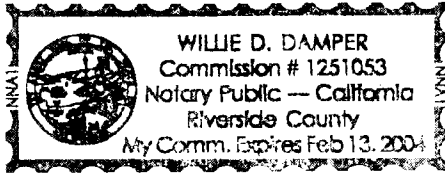
Willie D. Damper
Notary Public



STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

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WITNESS my hand and official seal.



Willie D. Damper

Notary Public



EXHIBIT "A"

LEGAL DESCRIPTION
(APN # 252-300-003)

PARCEL 1:

LOT 3 OF TRACT NO. 25486-1, AS SHOWN BY MAP ON FILE IN BOOK 233, PAGES 100 THROUGH 102, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

RESERVING THEREFROM, EASEMENTS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND EASEMENTS FOR CANYON CREST ESTATES ("DECLARATION") RECORDED IN THE OFFICE OF SAID COUNTY RECORDER OF CALIFORNIA ON JUNE 25, 1991 AS INSTRUMENT NO. 214152, AND ANNEXATION RECORDED NOVEMBER 12, 1991 AS INSTRUMENT NO. 391574.

PARCEL 2:

A NON-EXCLUSIVE EASEMENTS APPURTENANT TO PARCEL 1 ABOVE, ON AND OVER THE "COMMON AREA" AS DEFINED IN THE DECLARATION FOR ACCESS, USE, OCCUPANCY, ENJOYMENT, INGRESS AND EGRESS OF THE AMENITIES LOCATED THEREON. THE COMMON AREAS IS FOR THE USE OF OWNERS OF LOTS WHICH ARE SUBJECT TO THE DECLARATION AND IS NOT FOR THE USE OF THE GENERAL PUBLIC.

PARCEL 3:

ONE CLASS OF MEMBERSHIP IN CANYON CREST HOMEOWNERS ASSOCIATION, INC., A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION, ("ASSOCIATION").

GRANTEES IN ACCEPTING THIS DEED AND THE CONVEYANCE HEREUNDER DO HEREBY AGREE, JOINTLY AND SEVERALLY, FOR THE BENEFIT OF GRANTOR AND FOR THE BENEFIT OF THE ASSOCIATION AND EACH AND ALL MEMBERS OF THE ASSOCIATION THAT GRANTEES WILL PROMPTLY, FULLY AND FAITHFULLY COMPLY WITH THE DECLARATION, THE BYLAWS AND THE GOVERNING DOCUMENTS PRESCRIBED BY THE ASSOCIATION. GRANTEES HEREBY AGREE, JOINTLY AND SEVERALLY, PROMPTLY TO PAY IN FULL ANY DUES, FEES OR ASSESSMENT LEVIED BY THE ASSOCIATION.

THE OBLIGATIONS OF GRANTEES HEREIN SET FORTH SHALL BE COVENANTS RUNNING WITH THE ABOVE DESCRIBED PROPERTY, IT BEING UNDERSTOOD THAT SAID MEMBERSHIP IN THE ASSOCIATION AND THE OBLIGATIONS THEREOF WILL AUTOMATICALLY PASS TO GRANTEES' SUCCESSORS IN TITLE IN THE ABOVE-DESCRIBED PROPERTY, WHETHER SUCH SUCCESSORS ACQUIRE TITLE BY FORECLOSURE OR OTHERWISE, AND SHALL BE BINDING UPON THE GRANTEES ABOVE NAMED, THEIR HEIRS, DEVISEES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, PROVIDED THAT GRANTEES AND THEIR SAID SUCCESSORS IN TITLE SHALL BE BOUND BY THE FOREGOING COVENANTS ONLY AS LONG AS THEY, RESPECTIVELY, OWN TITLE TO THE ABOVE-DESCRIBED PROPERTY.



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DESCRIPTION APPROVAL 5/9/01
for K. Strout by _____ 56-6
SURVEYOR, CITY OF RIVERSIDE
CA 715-6