

WHEN RECORDED MAIL TO:

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

Project: P03-0635  
5173 Colina Way  
Riverside, California 92507

**RECEIVED**

**DOC # 2003-1005950**

12/26/2003 08:00A Fee:25.00

Page 1 of 7

Recorded in Official Records  
County of Riverside

Gary L. Orso  
Assessor, County Clerk & Recorder

JAN 22 2004

CITY OF RIVERSIDE  
CITY CLERK'S OFFICE



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**COVENANT AND AGREEMENT AND DECLARATION  
OF RESTRICTIONS ON FUTURE USES OF THE PROPERTY**

25



This Covenant and Agreement and Declaration of Restrictions on Future Uses of the Property is made and entered into this 17<sup>th</sup> day of December 2003, by **BONNIE S. QUINTON**, an unmarried woman ("Declarant") with reference to the following facts:

A. Declarant is the fee owner of that certain real property (the "Property") located in the City of Riverside, County of Riverside, State of California, described as follows:

Attached as Exhibit "A" and depicted on Exhibit "B."

B. The Property consists of approximately 4.53 acres located on two parcels at 5173 Colina Way, Riverside, California, in the R-1-80 Residential Zone. The project involves adjusting the common lot line between the two parcels. Declarant desires to reduce the size of Parcel B which contains the existing single family dwelling, related landscaped yard area and driveway improvements from approximately 1.83 acres to .97 acres and to increase the size of the vacant Parcel A from approximately 2.70 to 3.56 acres. Declarant wishes to create a larger vacant parcel that is capable of further division for development with single family residential homes. Proposed Parcel A currently contains two wood frame sheds ("Accessory Buildings") and a swimming pool.

C. As a condition to the approval of the lot line adjustment, the City of Riverside ("City") is requiring Declarant to execute and record a covenant and agreement, acceptable to the Planning and Legal Departments of the City, which places restrictions and limitations on the future development of Parcel A.

D. Declarant desires to record a covenant and agreement acceptable to the Planning and Legal Departments of the City which sets forth that the existing Accessory Buildings and the swimming pool located on Parcel A shall be demolished within one (1) year of completion of the lot line adjustment.

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

CE-21-50

C/A 863

NOW, THEREFORE, for the purpose of complying with the conditions imposed by the City for the approval of the lot line adjustment and P03-0635, Declarant hereby covenants and agrees with the City that the Property is, and shall hereafter be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following covenants, conditions and restrictions:

1. The existing Accessory Buildings located on Parcel A shall be demolished within one (1) year of completion of the lot line adjustment.

2. Within one (1) year following the completion of the lot line adjustment, the swimming pool located on Parcel A shall be demolished or used as an accessory structure to a new single family residential dwelling.

3. Until such time as the swimming pool on Parcel A is demolished or used as an accessory structure with the development of a new single family residence, the swimming pool will be drained and enclosed with a six foot high fence approved by the Planning Department.

4. Any person, whether an individual, corporation, association, partnership, or otherwise, who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be deemed to have consented and agreed to the restrictions on the use of the Property as set forth herein above.

5. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City, and 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 court costs, including reasonable attorneys' fees.

6. 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, her heirs, successors, and assigns, and shall continue in effect until such time as released by the Planning Director of the City, or his/her designee, by a writing duly recorded.

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

By: Bonnie S. Quinton  
Bonnie S. Quinton

APPROVED AS TO CONTENT:

By: J. A. Bee  
Planning Department

APPROVED AS TO FORM:

By: Christine Smith  
Deputy City Attorney

EXHIBIT A

PARCEL B

PARCEL 1, AS SHOWN BY A PARCEL MAP RECORDED MAY 19, 1976 IN BOOK 24 PAGE 58 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL A


THAT PORTION OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, LOT 8 AND PORTIONS OF LOTS 9 AND "C", AS SHOWN ON MAP OF LA COLINA TRACT ON FILE IN BOOK 9 PAGES 31 AND 32 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND A PORTION OF LOT 4, AS SHOWN ON MAP OF MONTE VISTA TRACT ON FILE IN BOOK 6 PAGE 20 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY ANGLE POINT IN THE EASTERLY LINE OF LOT 18, AS SHOWN ON TRACT NO. 2604 ON FILE IN BOOK 48 PAGES 3, 4 AND 5, THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. SAID POINT BEING THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO KENNETH R. CHAMBERLAIN, ET UX, DESIGNATED AS PARCEL 4 IN DEED RECORDED APRIL 19, 1971 AS INSTRUMENT NO. 40217 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 78 DEGREES 34' 14" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL, A DISTANCE OF 352.24 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL, SAID CORNER ALSO BEING AN ANGLE POINT IN THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO KENNETH R. CHAMBERLAIN, ET UX, DESIGNATED AS PARCEL 1 IN DEED RECORDED MAY 16, 1951 AS INSTRUMENT NO. 20851 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 89 DEGREES 52' 53" EAST, A DISTANCE OF 84.65 FEET;

THENCE NORTH 13 DEGREES 36' 10" EAST, A DISTANCE OF 102.77 FEET, TO AN ANGLE POINT IN THE SOUTHERLY LINE OF LOT 10, AS SHOWN ON MAP OF TRACT NO. 4231 ON FILE IN BOOK 69 PAGES 87 AND 88 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THE PRECEDING 2 COURSES ARE ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID PARCEL 1; THENCE NORTH 79 DEGREES 20' 03" EAST, ALONG THE SOUTHERLY LINE OF SAID LOT 10 AND THE SOUTHERLY LINE OF LOT 9, AS SHOWN ON SAID MAP OF SAID TRACT NO. 4231, A DISTANCE OF 195.59 FEET TO AN ANGLE IN SAID SOUTHERLY LINE OF LOT 9, SAID POINT ALSO BEING AN ANGLE POINT IN THE BOUNDARY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO RESEARCH CORPORATION WEST DESIGNATED AS PARCEL 1 IN DEED RECORDED MARCH 18, 1970 AS INSTRUMENT NO. 25153 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 16 DEGREES 20'

30" WEST, ALONG SAID BOUNDARY LINE, A DISTANCE OF 350.00 FEET; THENCE SOUTH 04 DEGREES 30' 30" WEST, CONTINUING ALONG SAID BOUNDARY LINE, A DISTANCE OF 10.44 FEET TO THE SOUTHERLY LINE OF SAID LOT "C" OF LA COLINA TRACT, ALSO BEING THE NORTHERLY LINE OF LOT 7, AS SHOWN ON SAID MAP OF LA COLINA TRACT; THENCE NORTHWESTERLY, ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 277.30 FEET (FORMERLY RECORDED 277.74 FEET), THROUGH AN ANGLE OF 05 DEGREES 27' 01" AN ARC LENGTH OF 26.38 FEET TO A POINT OF REVERSE CURVATURE (THE INITIAL RADIAL LINE BEARS SOUTH 31 DEGREES 00' 24" WEST); THENCE NORTHWESTERLY ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 175.38 FEET (FORMERLY RECORDED 175.60 FEET), THROUGH AN ANGLE OF 25 DEGREES 41' 45" AN ARC LENGTH OF 78.64 FEET (THE INITIAL RADIAL LINE BEARS NORTH 36 DEGREES 27' 25" EAST); THENCE NORTH 79 DEGREES 14' 00" WEST, A DISTANCE OF 54.55 FEET; THENCE SOUTH 77 DEGREES 16' 00" WEST, A DISTANCE OF 53.55 FEET; THENCE SOUTH 77 DEGREES 16' 00" WEST, A DISTANCE OF 53.35 FEET; THENCE WESTERLY ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 399.92 FEET, THROUGH AN ANGLE OF 12 DEGREES 32' 05", AN ARC LENGTH OF 87.49 FEET; THENCE SOUTH 89 DEGREES 48' 05" WEST, A DISTANCE OF 91.20 FEET; THENCE SOUTHWESTERLY ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 193.20 FEET, THROUGH AN ANGLE OF 20 DEGREES 14' 48", AN ARC LENGTH OF 68.27 FEET TO THE MOST EASTERLY CORNER OF LOT 4, AS SHOWN ON SAID MAP OF LA COLINA TRACT; THE PRECEDING 7 COURSES ARE ALONG SAID NORTHERLY LINE OF SAID LOT 7; THENCE NORTH 41 DEGREES 33' 55" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 4, A DISTANCE OF 91.20 FEET TO THE SOUTHEASTERLY LINE OF LOT 19, AS SHOWN ON SAID MAP OF TRACT NO. 2604; THENCE NORTH 18 DEGREES 02' 50" EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 19 AND 18, AS SHOWN ON SAID MAP OF TRACT 2604, A DISTANCE OF 178.56 FEET TO THE POINT OF BEGINNING.

DESCRIPTION APPROVAL

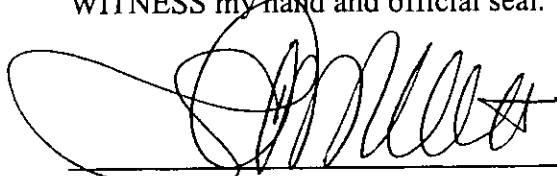
  
INSPECTOR, DIV OF REVENUE

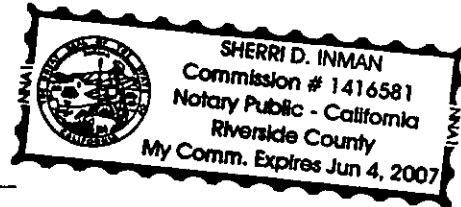
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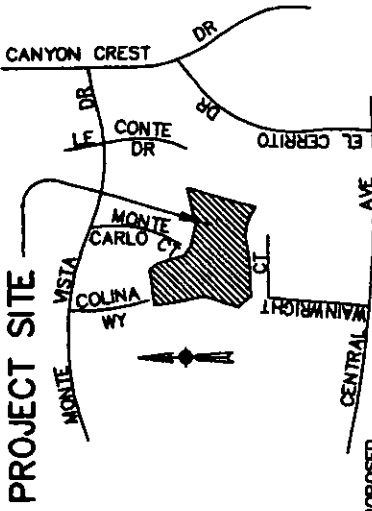
STATE OF CALIFORNIA )  
 )ss  
COUNTY OF RIVERSIDE )

On December 17, 2003, before me, Sherrri D. Inman, the undersigned, a notary public in and for said State, personally appeared Bonnie Quinton 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 in ~~his~~ ~~her~~ their authorized capacity(ies), and that by ~~his~~ ~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Signature





**VICINITY MAP**  
NO SCALE

EXISTING	PROPOSED
2.70 Ac	3.56 Ac
1.83 Ac	0.97 Ac

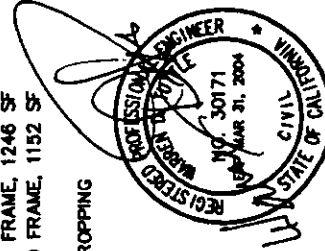
**AREAS:**  
 PARCEL A APN 254-150-025 3.56 Ac  
 PARCEL B APN 254-123-024 0.97 Ac  
 ACS= 14.68%

**EASEMENT NOTES**

- 1 15' EASEMENT FOR ROAD PURPOSES PER DEED RECORDED IN B 608 P 83
- 2 PROVISIONS FOR BOOSTER PLANT PER DEED RECORDED IN B 283 P 43
- 3 EASEMENT FOR PIPELINES PER DEED RECORDED IN B 515 P 404

**DRAWING LEGEND**

- B RESIDENCE, WOOD FRAME SINGLE STORY, 3039 SF
- S1 SHED, WOOD FRAME, 1246 SF
- S2 SHED, WOOD FRAME, 1152 SF
- P POOL
- R ROCK OUTCROPPING

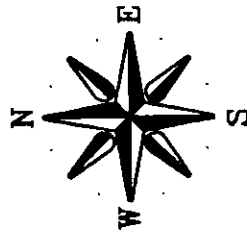


**OWNER/APPLICANT**

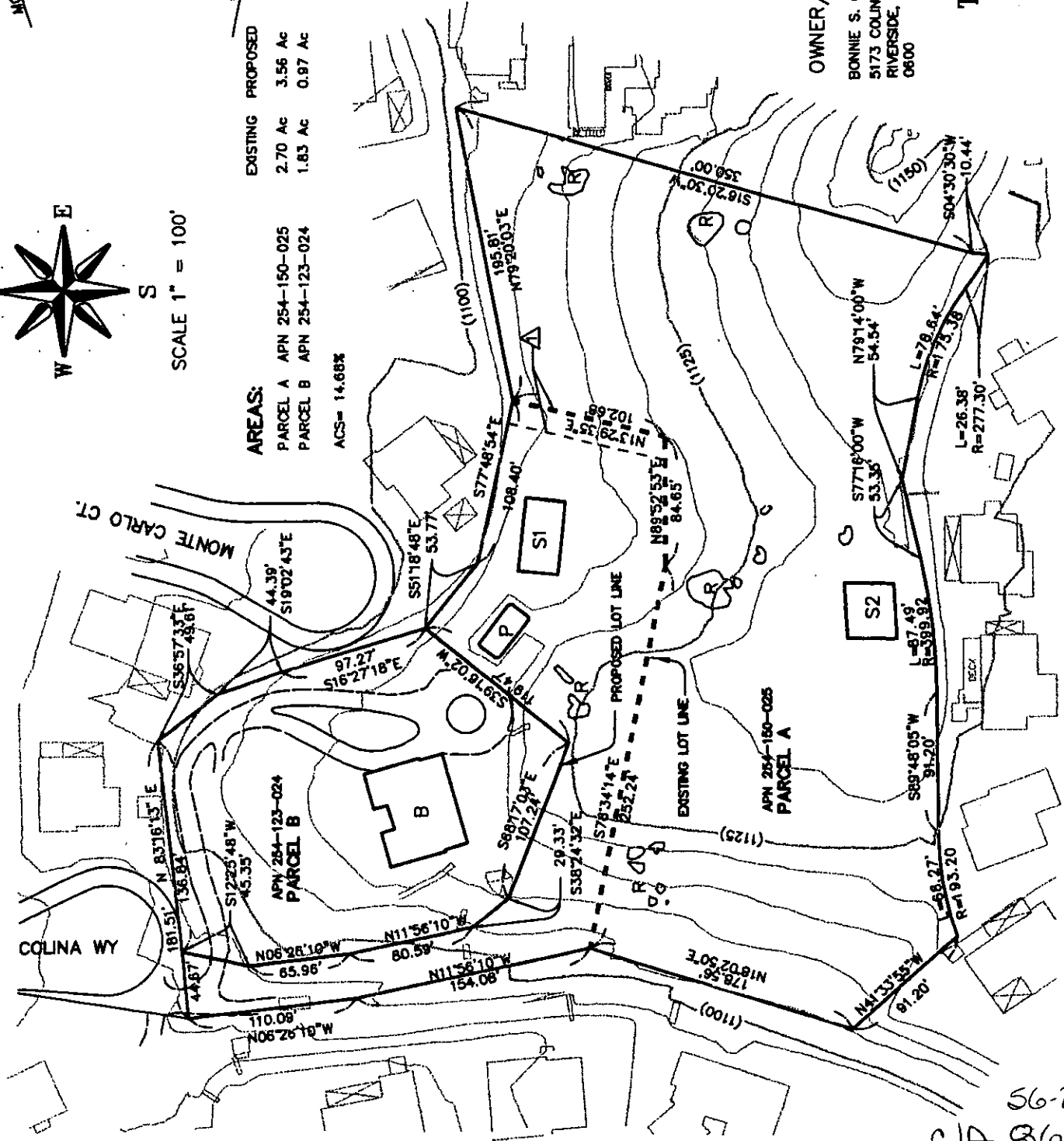
BONNIE S. QUINTON  
 5173 COLINA WAY  
 RIVERSIDE, CA 92507-0600

**TUTTLE ENGINEERING**

800 E. LUGONIA AVE., SUITE K  
 REDLANDS, CA 92374  
 TEL (909) 798-6785  
 FAX (909) 798-1343



SCALE 1" = 100'



56-2  
 CA 863