

WHEN RECORDED MAIL TO:

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



Project: 4678 Central Avenue  
VR-097-023

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**COVENANT AND AGREEMENT  
REQUIRING REMOVAL OF FENCE/WALL UPON  
OCCURENCE OF SPECIFIED EVENTS**

THIS COVENANT AND AGREEMENT REQUIRING REMOVAL OF FENCE/WALL is made and entered into this 10 day of 09 2006, by Javier V. Trejo and Alicia A. Trejo ("Declarants") with reference to the following facts:

A. Declarants are the fee owners of that certain real property located at 4678 Central Avenue, in the City of Riverside, County of Riverside, State of California, Assessor's Parcel Number 226-261-002, and legally described in Exhibit "A", which is attached hereto and incorporated within by reference ("Property").

B. Declarants had applied to the City of Riverside ("City") for a variance to legalize an existing 5.5 foot combination wall and openwork fence on the Property, where the maximum height allowed under the Riverside Municipal Code is 4 feet.

C. Due to the special needs of the Declarants family member, the City Council of the City granted the variance, subject to the condition that the Declarants execute and record an agreement stating that when the family member no longer resides at the Property, or upon the sale of the Property, the fence/wall shall be reduced to the maximum height of 4 feet, as required by the Riverside Municipal Code.

D. Declarants intend by this document to comply with the conditions imposed by the City and to impose upon the Property restrictions, conditions, covenants and agreements for regarding the future use of the Property.

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City of Riverside for the approval of Planning Case VR-092-023, Declarants hereby declare that the Property is and hereafter shall be held, conveyed, transferred, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations,

covenants, conditions, restrictions and easements, all of which are imposed as equitable servitudes pursuant to a general plan for the development of the Property, and to comply with certain conditions imposed by the City for the approval of VR-097-023, and shall be binding and inure to the benefit of each successor and assignee in interest of each such party. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarants of the Property shall be and hereby is deemed to incorporate by reference all the provisions of this Covenant and Agreement including, but not limited to, all the covenants, conditions, restrictions, limitations, and equitable servitude contained herein.

1. Covenant, Agreement and Restriction. Declarants, for themselves, their successor and assigns, hereby covenant and agree that at such time that their family member with special needs no longer resides on the Property, they will immediately, reconstruct the fence/wall so that in conforms with the height requirements of the Riverside Municipal Code.

2. Effect of Covenant and Agreement. Any person who now or hereafter owns or acquires any right, title or interest in the Property shall be deemed (a) to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in the Property.

3. Mutuality, Reciprocity, Run with Land. All of the provisions contained herein create equitable servitudes upon the Property. In addition, each of the provisions hereof shall operate as covenants running with the land for the benefit of the Property and shall apply to and bind each successive owner of the Property, their successors and assigns in interest.


4. Enforcement. The terms of this Covenant and Agreement may be enforced by the City, its successors or assigns. Should the City bring an action to enforce any of the terms of this Covenant and Agreement, the prevailing party shall be entitled to costs of suit including reasonable attorneys' fees.

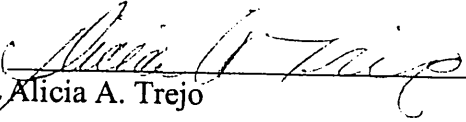
5. Termination and Modification. Subject to the prior written approval of the City, by its Planning Director, any provision contained herein, may be terminated, modified or amended as to the Property. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the Office of the Recorder of Riverside County, California, an appropriate instrument evidencing the same including the consent thereto by the City.

[Signatures on next page.]




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

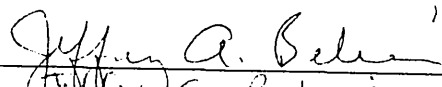
  
\_\_\_\_\_  
Javier V. Trejo

  
\_\_\_\_\_  
Alicia A. Trejo

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kristi J. Smith  
Supervising Deputy City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Jeffrey A. Baker  
Planning Division

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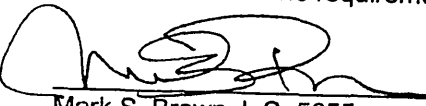
EXHIBIT A

THAT CERTAIN REAL PROPERTY IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

LOTS 43 AND 44 OF CENTRAL AVENUE TRACT AS SHOWN BY MAP ON FILE IN MAP BOOK 16, PAGE 51 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

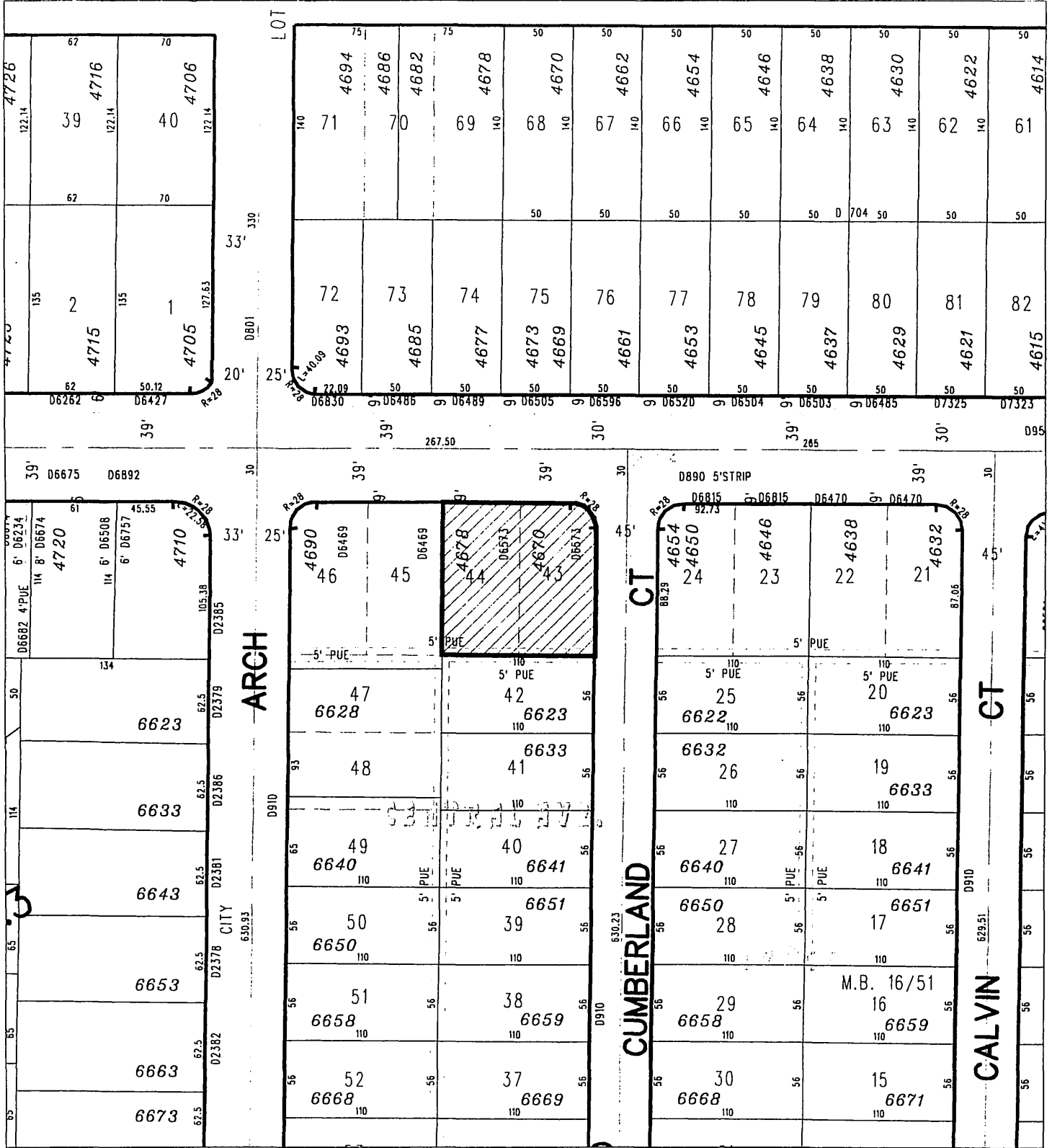
EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF RIVERSIDE BY DOCUMENT RECORDED OCTOBER 18, 1968 AS INSTRUMENT NO. 100770, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 9/14/06 Prep. \_\_\_\_\_  
Date

Mark S. Brown, L.S. 5655  
License Expires 9/30/07





◆ CITY OF RIVERSIDE, CALIFORNIA ◆

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

Sheet 1 of 1



Scale: 1" = 100Drawn by: dciacche/laDate: 09/14/06

Subject: Trejo Covenant

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