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

Recorded in Official Records
of Riverside County, California

[Signature] Recorder
Fees \$ 15-

Project: Zoning Case CU-028-878 (Revised)
4528 Howard Street
Riverside, California

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

15/3

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this *12th* day of *January*, 1996, by ELIJAH WILLIAMS, JR. and FRANCES M. WILLIAMS ("Declarants"), with reference to the following facts:

A. Declarants are the fee owners of the following described real property ("the Property") situated in the City of Riverside, County of Riverside, State of California:

Lot 36 **together with** Lot 37 in Division "A" of Hall's Addition to Riverside, as shown by map on file in Book 9, Page 1 of Maps, records of San Bernardino County, California;

EXCEPTING THEREFROM those portions of said Lots 36 and 37 described in deeds to the City of Riverside recorded on December 4, 1972, as Instrument No. 160434; on January 25, 1980, as Instrument No. 17224; on November 19, 1985, as Instrument No. 260171; and on March 25, 1988, as Instrument No. 79420; all of Official Records of Riverside County, California.

B. The Property, known as 4528 Howard Street, Riverside, California, is currently developed with an approximately 1,865 square-foot pre-school consisting of three classrooms, two kitchens, an office and an approximately 3,400 square-foot outdoor play area pursuant to a Conditional Use Permit issued by the City of Riverside in Case CU-028-878. The Conditional Use Permit issued in Case CU-028-878 authorized a maximum capacity of 35 pre-school aged children. A single-family residence with a detached garage is also located on the Property.

C. Declarants propose to expand the existing pre-school by

converting the garage into a classroom and adding thereto a storage room and to increase the approved capacity from 35 to 40 pre-school aged children and have filed an application with the City of Riverside for a revised Conditional Use Permit. No changes are proposed to the existing single family residence on the Property.

D. As one of the conditions imposed by the granting of the revised Conditional Use Permit in Case CU-028-878 for the expansion of the pre-school into the existing garage and to increase the capacity to 40 children, Declarants are required to record a covenant and agreement stipulating that should the school cease operations on the Property, the garage on the site will be converted back to a garage from the classroom and storage area, or that covered parking will be provided.

E. Declarants desire to record a covenant and agreement which meets the above-referenced condition imposed by the City of Riverside for the granting of a revised Conditional Use Permit in Case CU-028-878 to allow the expansion of the pre-school into the existing garage and to increase the capacity of the school to 40 children.

NOW, THEREFORE, for the purpose of complying with a condition of approval for the issuance by the City of Riverside of a revised Conditional Use Permit in Case CU-028-878, Declarants hereby covenant and agree with the City of Riverside that in the event the pre-school ceases operations on the Property, the garage which has been converted to a classroom pursuant to Case CU-028-878 (Revised) will be converted back to a garage within thirty (30) days following the cessation of the operation of the school on the Property or, in the alternative, other covered parking meeting the requirements of the Zoning Code of the City of Riverside as then applicable will be provided within said thirty (30) days; provided, however, with good cause shown, the Planning Director of the City of Riverside may extend the time in which to provide the necessary on-site covered parking for a period of time not to exceed an additional ninety (90) days.

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 of Riverside 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.

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 heirs, 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.

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

Elijah Williams Jr.
Elijah Williams Jr.

Frances M. Williams
Frances M. Williams

DESCRIPTION APPROVAL: 1, 11, 96
Amel S. Brown
SURVEYOR, CITY OF RIVERSIDE

Approved as to Content:

Robert H. Allen
Planning Department



Approved as to Form:

[Signature]
Assistant City Attorney

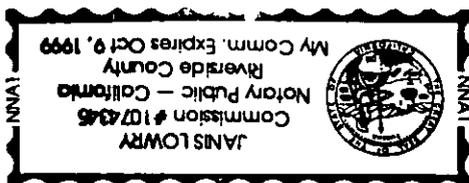
State of California)
County of Riverside) ss

On JANUARY 12, 1996, 1996, before me, the undersigned,
a notary public in and for said State personally appeared
Elijah Williams Jr. and Frances M. WILLIAMS

~~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.

Janis Lowry
Signature



State of California)
County of) ss

On _____, 1996, before me, the undersigned,
a notary public in and for said State personally appeared

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.

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Signature