



WHEN RECORDED MAIL TO:

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

Project: P03-0558  
5855 Challen Ave. & 8626 Janet Ave.  
Riverside, California

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FOR RECORDER'S OFFICE USE ONLY



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

This Covenant and Agreement and Declaration of Restrictions on Future Uses of the Property is made and entered into this 21<sup>st</sup> day of DECEMBER 2003, by **ANTONIO GARCIA, a married man as his sole and separate property, and AUSENCIO CASTRO, a single man, as joint tenants** ("Declarants") with reference to the following facts:

A. Declarants are the fee owners 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 .25 undeveloped acres located on two parcels at 8626 Janet Avenue ("Parcel 1") and 5867 Challen Avenue ("Parcel 2"), Riverside, California, in the R-3 Multiple Family Residential Zone. The project involves adjusting the lot lines between the two contiguous parcels. Declarants wish to create two lots capable of development with single family residences. Parcel 1 will contain 5,808 square feet, with 48 feet of width and 121 feet of depth. Parcel 2 will contain 5,650 square feet, with 50 feet of width and 113 feet of depth. Since the R-3 Zone requires a minimum 65 feet lot width and lot area of 8,000 square feet, the applicants have requested, and staff has approved, variances for substandard lot width and areas. The applicants have also submitted a request for a side yard encroachment related to construction of a single family residence on Parcel 1.

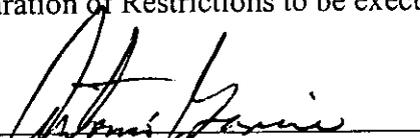
C. As a condition to the approval of the lot line adjustment, the City of Riverside ("City") is requiring Declarants to execute and record a covenant and agreement, acceptable to the Planning and Legal Departments of the City, which places restrictions on the development of each reconfigured parcel to one single family dwelling.

NOW, THEREFORE, for the purpose of complying with the conditions imposed by the City for the approval of the lot line adjustment and P03-0558, Declarants hereby covenant and agree 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. Parcel 1 and Parcel 2 each shall be restricted to one single family dwelling.
2. 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.
3. 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.
4. 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, its 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, Declarants have caused this Covenant and Agreement and Declaration of Restrictions to be executed as of the day and year first written above.

By:

  
Antonio Garcia

By:

  
Ausencio Castro

I, Elvira Garcia, spouse of Antonio Garcia, agree to the granting and recordation of this covenant.

By: \_\_\_\_\_



STATE OF CALIFORNIA )  
 )ss  
COUNTY OF RIVERSIDE )

On December 26 2003, before me, Rogelio G. Puiggros, the undersigned, a notary public in and for said State, personally appeared Antonio Martinez Garcia 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.

Rogelio G. Puiggros  
Notary Signature



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01/12/2004 08:00A  
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STATE OF CALIFORNIA )  
 )ss  
COUNTY OF RIVERSIDE )

On December 26 2003, before me, Rogelio G. Puiggros, the undersigned, a notary public in and for said State, personally appeared Ausencio Castro 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.

Rogelio G. Puiggros  
Notary Signature



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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Riverside } ss.

On December 29<sup>th</sup>, before me, Rogelio G. Puiggros,  
Date 2003. Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Cloira Garcia,  
Name(s) of Signer(s)

- personally known to me
- 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.

Rogelio G. Puiggros  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Covenant & agreement

Document Date: 12/26/03 Number of Pages: 4

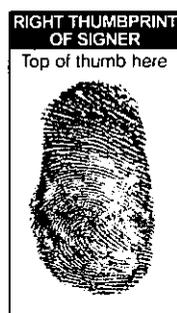
Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer**

Signer's Name: Cloira Garcia

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: self



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EXHIBIT "A"

That certain real property located in the City of Riverside, Riverside County, California, described as follows:

PARCEL 1

Lot 53 of Camp Anza Subdivision No. 1, as shown by map on file in Book 22, Pages 81 and 82 of Maps, records of Riverside County, California;

**EXCEPTING THEREFROM** the southerly 50.00 feet of said Lot 53.

Area – 5808 square feet

PARCEL 2

The southerly 50.00 feet of Lot 54 of Camp Anza Subdivision No. 1, as shown by map on file in Book 22, Pages 81 and 82 of Maps, records of Riverside County, California, **together with** the southerly 50.00 feet of Lot 53 of said Camp Anza Subdivision No. 1.

Area – 5650 square feet

DESCRIPTION APPROVED

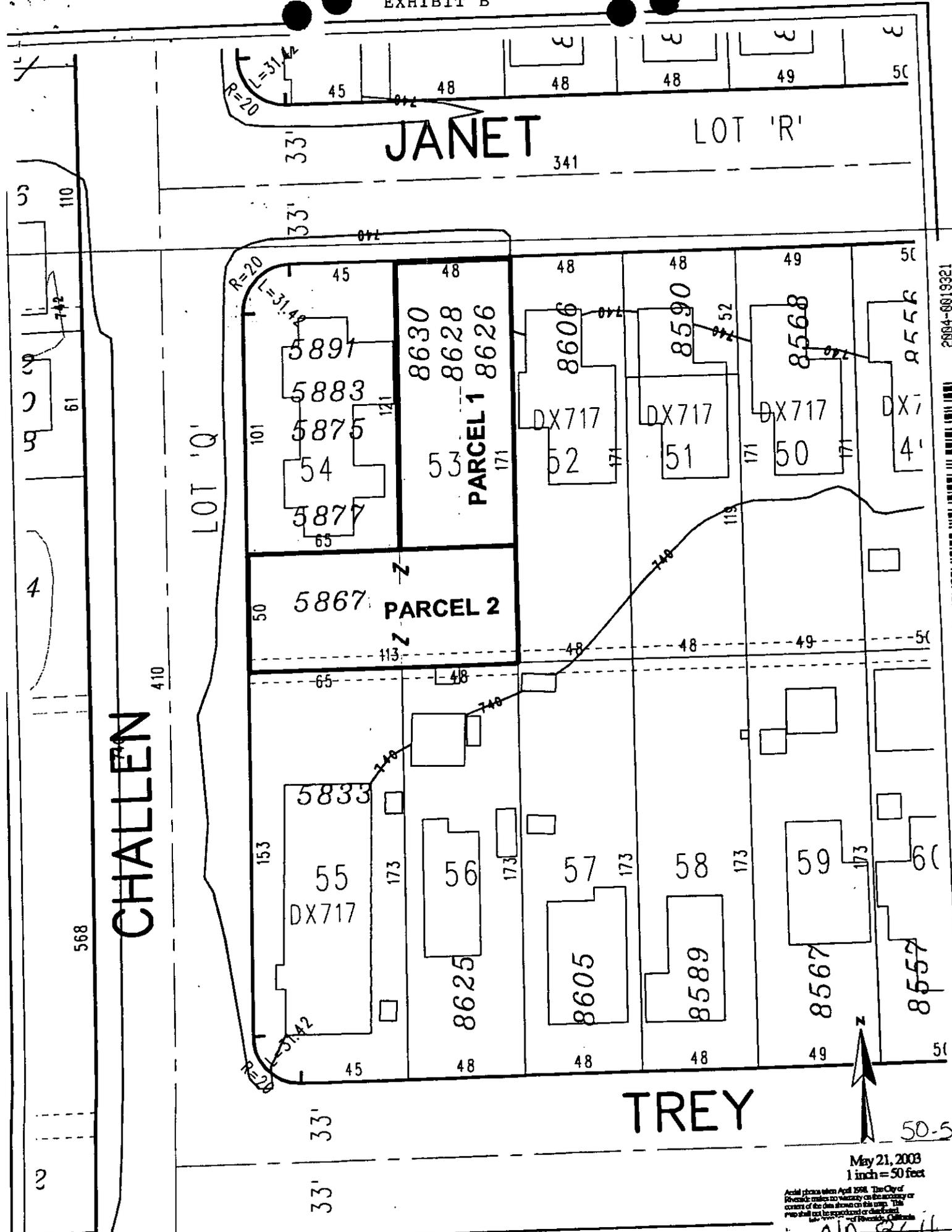
  
SURVEYOR, CITY OF RIVERSIDE



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EXHIBIT B



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May 21, 2003  
 1 inch = 50 feet

Aerial photos taken April 1998. The City of Riverside makes no warranty as to the accuracy or content of the data shown on this map. This map shall not be reproduced or distributed without the written consent of Riverside, California.

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