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WHEN RECORDED MAIL TO:

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

Project: Parcel 2 of Parcel Map No. 25919
Zoning Case R-45-834

RECEIVED FOR RECORD
AT 11:00 O'CLOCK

FEB - 4 1994

Recorded in Official Records
of Riverside County, California

Recorder 14
Fees \$

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made and entered into this 26 day of JANUARY, 1994, by MOHAMED SEIRAFI, a married man as his sole and separate property, ("Declarant"), with reference to the following facts:

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A. Declarant is the fee owner of the two parcels of real property ("Parcel A" and "Parcel B", respectively) situated in the City of Riverside, County of Riverside, State of California, and described as follows:

Parcel A

Parcel 2 as shown by map on file in Book 172 of Parcel Maps, at Pages 52 and 53 thereof, records of Riverside County, California.

Parcel B

Being a portion of Lot 8 of Block 44 as shown on Map Book 1, Page 70, records of San Bernardino County, California, described as follows:

All of Parcel 1171-B as shown on Record of Survey Book 80, Pages 72 through 77, inclusive, records of Riverside County, California.

B. Parcel A and Parcel B are part of the approximately 20 acres of land situated at the southwesterly corner of Indiana Avenue and La Sierra Avenue which was rezoned in City of Riverside Zoning Case R-45-834. The most northerly 10 acres were rezoned from the Single Family Residential (R-1-65) to a Multiple Family Residential (R-3) Zone, and the most southerly 10 acres were rezoned from the Single Family Residential (R-1-65) Zone to a Restricted Commercial (C-2) Zone. Thereafter, Parcel Map 25919 was recorded which created two parcels from the northerly ten acres previously zoned to a Restricted Commercial Zone.

DESCRIPTION APPROVAL
6/25/94
W. K. ...
SURVEYOR, CITY OF RIVERSIDE

C. At the time of the adoption of the rezoning case designated R-45-834 and the map for Parcel Map 25919, certain agreements were signed and securities posted to guarantee the construction and installation of certain off-site improvements required by the rezoning case and the parcel map. A request was filed with the City of Riverside to release the agreements and securities previously posted for Zoning Case R-45-834 and Parcel Map 25919 in exchange for the recordation of a covenant to run with the land prohibiting all development until improvements on Indiana and La Sierra Avenue are installed or until appropriate agreements and sureties guaranteeing the off-site improvements are furnished.

D. As Parcels A and B are still undeveloped, the City of Riverside by action duly taken on December 7, 1993, authorized the release of the agreements and securities for off-site improvements and landscaping for Parcel 2 of Parcel Map 25919 and the R-3 portion of Zoning Case R-45-834 provided an acceptable covenant running with the undeveloped land is recorded prohibiting all development on said Parcels A and B until such time as all street improvements on Indiana and La Sierra Avenues adjacent to said parcels are installed or until appropriate acceptable agreements and securities are furnished by the Declarant.

NOW, THEREFORE, for the purpose of complying with certain conditions imposed by the City of Riverside for approval of the release of certain agreements and securities previously posted with the City of Riverside for Parcel 2 of Parcel Map 25919 and the R-3 portion of Zoning Case R-45-834, Declarant hereby covenants and agrees with the City of Riverside and declare as follows:

1. There shall be no development of either Parcel A or Parcel B until such time as all off-site improvements previously required as conditions of approval in Zoning Case R-45-834 and Parcel Map 25919 ("Off-site Improvements") have been completed on Indiana Avenue and La Sierra Avenue adjacent to said Parcels A and B or, alternatively, acceptable agreements and security has been posted with the City of Riverside guaranteeing the installation of such Off-site Improvements including the preparation of any necessary plans.

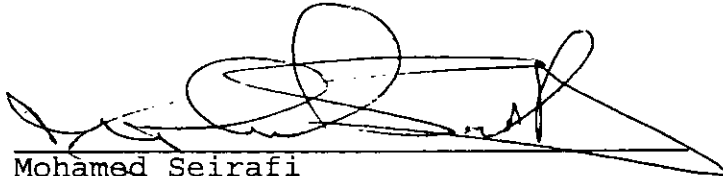
2. Declarant, and his heirs, successors and assigns, shall be responsible for the preparation of plans for the Off-site Improvements; the completion of the Off-site Improvements; and payment of any required fees.

3. The terms of this Declaration of Restrictions may be enforced by the City of Riverside, or its successors or assigns.

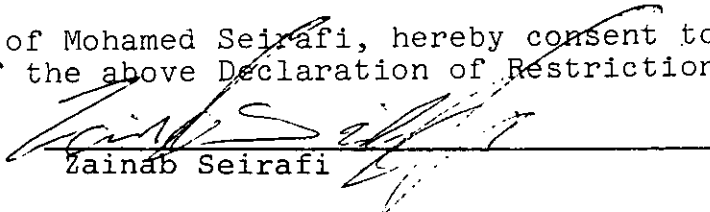
Should any action be brought to interpret or enforce the terms of this Declaration of Restrictions, the prevailing party in such litigation shall be entitled to recover reasonable costs of suit including reasonable attorneys' fees and expert witnesses' fees.

4. This Declaration of Restrictions shall run with the land and shall be binding upon Declarant, his heirs, successors and assigns, and shall not be amended or terminated without the express written consent of the City Council of the City of Riverside, duly recorded; provided, however, this Declaration of Restrictions shall automatically terminate and be of no further force and effect at such time as the required Off-site Improvements are constructed and installed to the satisfaction of the Public Works Department of the City of Riverside and a statement to that effect signed by the Public Works Director of the City of Riverside is duly recorded.

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


Mohamed Seirafi

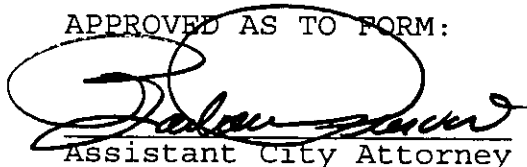
I, Zainab Seirafi, the wife of Mohamed Seirafi, hereby consent to and join in the execution of the above Declaration of Restrictions.


Zainab Seirafi

APPROVED AS TO CONTENT:

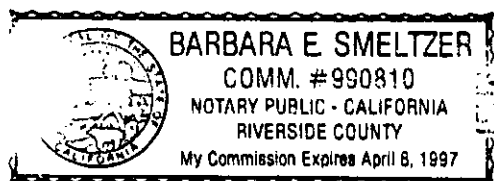

Public Works Department

APPROVED AS TO FORM:


Assistant City Attorney

State of California)
)ss
 County of Riverside)

On January 26, 1994, before me, the undersigned, a notary public in and for said State, personally appeared MOHAMED SEIRAFI and ZAINAB SEIRAFI, 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.

Barbara E. Smeltzer

 Signature

 CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
 () Corporate Officer(s)
 Title _____ Title _____
 () Guardian /Conservator
 (x) Individual(s)
 () Partner(s)
 () General () Limited
 () Trustee(s)
 () Other _____

The party(ies) executing this document is/are representing:

