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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

Name City Clerk, City of Riverside
Street 3900 Main Street
Address
City Riverside, California 92522
State
Zip



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A.P.N. 229-091-001, 002, 004 & 025

COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS



This Covenant and Agreement and Declaration of Restrictions is made and entered into this ___ day of 07/27/08, 2008, by Kienle & Kienle Investments, LP, a California limited partnership ("Declarant") with reference to the following facts:

A. Declarant is fee owner of certain real property consisting of four parcels totaling approximately 2.07 acres, located at 3385 Washington Street and 7060-7072 Indiana Avenue (the "Property"), and described in Exhibit "A" attached hereto and incorporated herein by reference;

B. Declarant has submitted an application to the City of Riverside ("City") in Planning Case P07-0854, requesting consolidation of the four parcels of the Property, into one lot;

C. On October 20, 2005, the Planning Commission approved Rezoning case P05-0807 to rezone the subject Property (all four parcels) from the R-1-65 Single Family Residential Zone to the CG General Commercial Zone, now equivalent to the CG Commercial General;

D. The rezoning request was approved by the Riverside City Council on December 6, 2005;

E. As a condition of approval of Rezoning case P05-0807, rezoning the Property to the CG Zone, Declarant is required to execute and record a covenant and agreement and declaration of restrictions subject to review and approval of the City Attorney's Office and Planning Division, that restricts the Property to only the following uses:

(1) Any use permitted in the CR Commercial Retail Zone and/or automotive/motor vehicle sales and uses reasonably related thereto and/or automotive/motor vehicle related service, sales and/or accessories.

F. Declarant desires to record a covenant and agreement and declaration of restrictions acceptable to the City Attorney's Office and Planning Division of City which meets the above-referenced condition and restricts the use of the Property to the use listed above to ensure its compatibility with the surrounding neighborhood.

NOW THEREFORE, Declarant hereby declares 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, and restrictions, all of which are imposed as equitable servitudes pursuant to a general plan for the development of the Property for the

CIA 1052

purpose of enhancing and protecting the value and attractiveness of the Property, and for the purpose of complying with a condition imposed by the City for the rezoning of the Property from the R-1-65 Single Family Residential Zone to the CG (Commercial General) Zone, and in consideration of such rezoning in Case number P05-0807, Declarant hereby covenants and agrees with the City of Riverside that the Property is, and shall hereafter be held subject to the following covenants, conditions and restrictions:

1. The Property shall only be used for the following land uses:

Use. The real property described on Exhibit "A" attached hereto shall be limited to any use permitted in the CR Commercial Retail Zone and/or automotive/motor vehicle sales and uses reasonably related thereto and/or automotive/motor vehicle related service, sales, accessories, and maintenance facilities.

2. Any person, whether an individual, corporation, association, partnership or other entity, 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 hereinabove.

3. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by City, and its successors and assigns. Should 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 attorney's fees.

4. The terms of this Covenant and Agreement and Declaration of Restrictions herein made, are intended, and shall be construed, as covenants running with the land within the meaning of section 1468 of the California Civil Code, and shall be binding upon Declarant, its heirs, successors and assigns.

5. As this Covenant and Agreement and Declaration of Restrictions is made and entered for the purpose of complying with conditions of approval imposed by the City for the approval of the rezoning of the property in Rezoning Case P05-0807, it shall not be extinguished, terminated, modified, amended or altered in any way and shall continue in effect until such time as it is released with the prior written consent of the City Council of the City of Riverside, by a writing duly recorded.

IN WITNESS WHEREOF, the parties hereto have set their hand on this 27 day of JUNE, 2008.

"Kienle & Kienle"

Kienle & Kienle Investments, LP,
a California limited partnership

By: 
Steven Kienle,
Chief Executive Officer of
Kienle & Kienle Investments, Inc.,
General Partner

APPROVED AS TO CONTENT:

Vanessa Batista
Planning Division Vanessa Batista

APPROVED AS TO FORM:

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

[acknowledgments to follow]

EXHIBIT "A"

LOT LINE ADJUSTMENT

A.P.N. POR. 229-091-001, 002, 025 & 004

PARCEL 1

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

Lot 1 *together with* Lots 2, 3 and 4 all in Block 6 of Orange Acres, as shown by map on file in Book 13, page 7 of Maps, records of Riverside County, California;

EXCEPTING THEREFROM that portion of said Lots 1, 2, 3 and 4, described as follows:

BEGINNING at the most westerly corner of said Lot 1;

THENCE North 49°34'00" East, along the northwesterly line of said Lots 1, 2, 3 and 4, a distance of 300.00 feet to the most northerly corner of said Lot 4;

THENCE South 34°00'00" East, along the northeasterly line of said Lot 4, a distance of 4.03 feet to a line that is parallel with and distant 44.00 feet southeasterly, as measured at right angles, from the centerline of Indiana Avenue as shown by said Map;

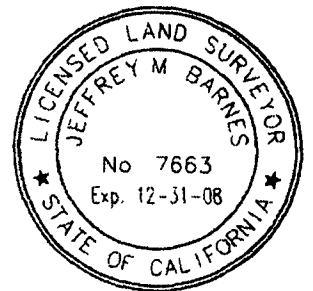
THENCE South 49°34'00" West, along said parallel line, a distance of 287.50 feet;

THENCE South 5°28'25" East, a distance of 26.01 feet to a point in the southwesterly line of said Lot 1, said point lying 25.48 feet southeasterly from said most westerly corner of Lot 1;

THENCE North 34°00'00" West, along said southwesterly line of Lot 1, a distance of 25.48 feet to the POINT OF BEGINNING.

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

Jeffrey M. Barnes 7/23/2007 Prep. _____
Jeffrey M. Barnes, L.S. 7663 Date
License Expires 12/31/08



~~DESCRIPTION APPROVAL~~

BY: Mark S. Brown 11/28/07
DATE

FOR: MARK S. BROWN
CITY SURVEYOR

53-8

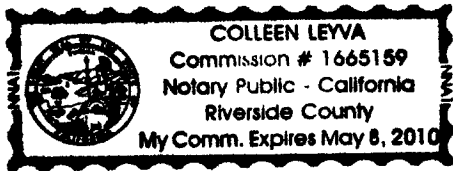
C/A 1052

STATE OF CALIFORNIA)
) ss
COUNTY OF RIVERSIDE)

On June 27, 2008, before me, Colleen Leyva, a Notary Public in and for said County and State, personally appeared STEVEN KIENTE, who 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 ~~(-y/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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Colleen Leyva
Notary Public