

051367

WHEN RECORDED MAIL TO:

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

RECEIVED FOR RECORD  
AT 8:30 O'CLOCK A.M.

FEB - 9 1990

Recorded in Official Records  
of Riverside County, California

*William J. Egan*  
Recorder  
Fees \$ 12

AUTO DR

COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS

This Covenant and Agreement and Declaration of Restrictions is made and entered into this 7 day of FEBRUARY, 1990, by R.E.F. ENTERPRISES, a California corporation, the owner of record of the following described real property (the property) situated in the City of Riverside, County of Riverside, State of California, as shown in Exhibits "A" and "B" and described as follows:

All that portion of Parcel 1 of Parcel Map 22133 as shown by Map on file in Book 145 pages 29 and 30 of Parcel Maps, Records of Riverside County, California, more particularly described as follows:

Beginning at the most Easterly corner of said Parcel 1, thence north 34° 01' 06" west along the northeast line of said Parcel 1 a distance of 38.70 feet; thence south 56° 00' 07" west and parallel with the northwest line of said Parcel 1 a distance of 20.00 feet; thence south 34° 01' 06" East and parallel with the northeast line of said Parcel 1 to a point on the Southeast line of said Parcel 1; thence north 49° 24' 48" east along the southeast line of said Parcel 1 to the point of beginning.

WHEREAS the City of Riverside desires to restrict the permissible uses of the said parcel and the owners agree to such restrictions;

NOW, THEREFORE, the undersigned covenant and agree that the property shall be held, conveyed, assigned, hypothecated, encumbered, leased, used, occupied and improved subject to the covenants and restrictions described below.

1. Building Restrictions. No building or other structure shall be constructed on the property as described above.

2. Enforcement. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors and assigns, or by any owner or tenant of the property as described above. Should the City or any owner or tenant bring an action to enforce any of the terms of this Covenant and Agreement and Declaration of Restrictions, the prevailing party

RECIPIENT APPROVAL 2/7/90  
*George P. Hutchinson*  
CITY CLERK, CITY OF RIVERSIDE





shall be entitled to reasonable attorneys' fees and expert witnesses' fees and reasonable costs of suit.

3. This Covenant and Agreement and Declaration of Restrictions shall run with the land and shall be binding upon the undersigned, their heirs, successors and assigns, and shall continue in effect until such time as released by the City Council of the City of Riverside.

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

R.E.F. ENTERPRISES, a California corporation

*[Signature]*  
R. E. FRITTS, Chairman

APPROVED AS TO FORM:

*[Signature]*  
for Chief Assistant City Attorney

CORPORATE ACKNOWLEDGMENT

51367

NO. 202

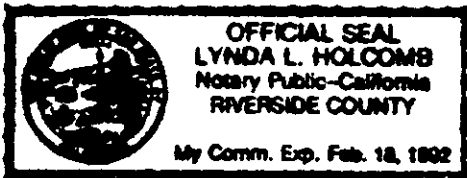
State of California  
County of Riverside } SS.

On this the 7 day of February 1990, before me,

LYNDA L. HOLCOMB,  
the undersigned Notary Public, personally appeared

R.E. FRITTS

personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) who executed the within instrument as  
CHAIRMAN or on behalf of the corporation therein  
named, and acknowledged to me that the corporation executed it.  
WITNESS my hand and official seal.



*[Signature]*  
Notary's Signature

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document \_\_\_\_\_  
Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
Signer(s) Other Than Named Above \_\_\_\_\_