

WHEN RECORDED MAIL

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

Project: Building Permit for  
4334 Central Avenue  
Riverside, California

224172

RECEIVED FOR RECORD  
Mr. Paul [unclear]

JUN 8 1990  
Recorder is Official Recorder  
of Riverside County, California  
Walter R. [unclear]  
RECORDER  
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COVENANT AND AGREEMENT  
FOR ACCESS AND PARKING

THIS COVENANT AND AGREEMENT is made and entered into this 15 day of June, 1990, by CENTRAL RIVERSIDE PARTNERSHIP, a general partnership, the owner of record, hereinafter referred to as "Declarant", with reference to the following facts:

DESCRIPTION APPROVAL 6/19/90  
Walter R. [unclear] by  
SURVEYOR, CITY OF RIVERSIDE

A. Declarant is the fee owner of the following described two parcels of real property hereinafter collectively referred to as the "Property", located in the City of Riverside, State of California, described as follows:

Parcel 1

Parcel 1 of Parcel Map 210, as shown by map recorded in Book 17, page 80 of Parcel Maps, Records of Riverside County, California.

Parcel 2

Parcel 2 of Parcel Map No. 210, as shown by map on file in Book 17, page 80 of Parcel Maps, Records of Riverside County, California.

Said parcels are hereinafter referred to as Parcel 1 and Parcel 2, respectively.

B. Parcel 1 is located on Central Avenue and is commonly known as 4334 Central Avenue. Parcel 2 is adjacent to Parcel 1 at the rear property line and is located on School Circle Drive. Parcel 1 is currently developed with an existing office building and a portion of the parking lot for the building, and Parcel 2 is currently developed as a parking lot.

C. Declarant has applied to the City of Riverside, hereinafter referred to as "City", for a building permit to construct an addition to the existing building on Parcel 1. As a condition to the issuance of a building permit for such addition, Declarant must execute and record a covenant ensuring that the necessary off-street parking as may be required by the City's zoning

CLA 198

regulations for the use and benefit of Parcel 1 is provided on Parcel 2.

D. Declarant intends by this document to comply with the condition imposed by the City for the issuance of a building permit for the addition on Parcel 1 and to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of both parcels and the owners thereof.

NOW, THEREFORE, Declarant hereby declares that the Property will be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are imposed as equitable servitudes pursuant to a general plan for the development of the Property for the purpose of enhancing and protecting the value and attractiveness of the Property, and each parcel thereof, in accordance with the plan for the improvement of the Property, and to comply with a condition imposed by the City for the issuance of a building permit for the further improvement of Parcel 1. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be binding upon Declarant and its heirs, successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Property. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant of a parcel of the Property shall be and hereby is deemed to incorporate by reference all of the provisions of this Covenant and Agreement, including but not limited to, all the covenants, conditions, restrictions, limitations, equitable servitudes and easements contained herein.

1. Parcel 2 shall be improved, developed, and used only for off-street vehicular parking and uses incidental thereto, and for no other purpose. Such parking lot shall be improved by the construction of parking spaces which meet the off-street parking standards of the City.

2. A nonexclusive easement for vehicular and pedestrian ingress and egress and vehicular parking is hereby established over, along and across Parcel 2 for the use and benefit of and as an easement appurtenant to Parcel 1. Declarant further agrees that in no event will less than forty-one (41) parking spaces be maintained on Parcel 1 and Parcel 2 for the use and benefit of Parcel 1.

3. In the event either Parcel 1 or Parcel 2 is sold or leased or the ownership is otherwise changed, Declarant shall grant or reserve, as appropriate, the easement established in paragraph 2 above.

4. This Covenant and Agreement is made and entered into for the purpose of complying with the off-street parking

requirements of the Riverside Municipal Code, and shall not be extinguished or altered in any way except with the prior written and recorded consent of the City Council of City.

5. The terms of this Covenant and Agreement may be enforced by the City or by any owner or tenant of Parcel 1. Should the City or any owner or tenant bring an action to enforce any of the terms of this Covenant and Agreement, the prevailing party shall be entitled to court costs including reasonable attorneys' fees.

6. This Covenant and Agreement shall run with the land and shall be binding upon the Declarant, its heirs, successors and assigns and shall continue in effect until such time as it is released by the City Council of the City.

IN WITNESS WHEREOF the Declarant has caused this Covenant and Agreement to be duly executed the day and year first above written.

CENTRAL RIVERSIDE PARTNERSHIP,  
a general partnership

APPROVED AS TO FORM

Kathleen M. Gonzel  
ASST. CITY ATTORNEY

By Sou Lin Lee

Title Managing General Partner

3001 (6/82) (Individual) First American Title Company

STATE OF CALIFORNIA  
COUNTY OF Riverside iss.

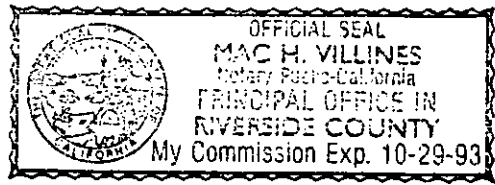
224172

On JUNE 15, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Sou-LIN Lee

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.

WITNESS my hand and official seal.

Signature Mac H. Villines



(This area for official notarial seal)

KG/2491A/1m/jm  
6/13/90