

445695

WHEN RECORDED MAIL TO:

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

FREE RECORDING

This instrument is for the benefit of the City of Riverside and is entitled to be recorded without fee. (Government Code 6103)

RECEIVED FOR RECOI
AT 3:00 O'CLOCK P.M.

DEC 7 1990

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$

FOR RECORDER'S OFFICE USE ONLY

Project: BUILDING PERMIT APPLICATION
3404 ARLINGTON AVENUE
A.P.N. 229-161-018

COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

This Covenant and Agreement and Declaration of Restrictions is made and entered into this 29th day of NOVEMBER, 1990 by ROBERT R. ROBINSON and MARGARET R. ROBINSON, Husband and Wife as Joint Tenants, (the "Declarant") with reference to the following facts:

A. Declarant is the fee owner of the following described real property (the "Property") situated in the City of Riverside, County of Riverside, State of California:

That portion of Lot 2 in Block 71 of Arlington Heights, as shown by map on file in Book 11, Pages 20 and 21 of Maps, records of San Bernardino County, California, described as follows:

BEGINNING at the northeast corner of said Lot 2; said point being the intersection of the southerly line of Arlington Avenue and the westerly line of Maude Street as shown by map of Heers Subdivision No. 5, on file in Book 25, Pages 23 and 24 of Maps, records of Riverside County, California;

THENCE South 0°21'30" East, along the easterly line of said Lot 2, a distance of 246.30 feet;

THENCE North 34°00'00" West, a distance of 203.63 feet, more or less, to a point on the southeasterly right-of-way line of the Atchison Topeka and Santa Fe Railroad; said point being the beginning of a non-tangent curve concaving northwesterly, having a radius of 1482.40 feet and to which the radial line bears South 48°06'03" East;

Riverside
Gov't Code 6103
Real Property Services Manager

THENCE northeasterly along said curve and along said southeasterly right-of-way line through a central angle of $3^{\circ}53'51''$ an arc length of 100.84 feet to said southerly line of Arlington Avenue;

THENCE North $89^{\circ}46'00''$ East, along said southerly line, a distance of 47.59 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM that portion of said Lot 2 described as follows:

BEGINNING at a point of the easterly line of said Lot, which point bears South $0^{\circ}21'30''$ East, 246.30 feet from the northeasterly corner thereof;

THENCE North $34^{\circ}00'00''$ West, a distance of 27.25 feet to the northerly line of Parcel 1 of Record of Survey on File in Book 38, Page 21 of Record of Surveys, records of said Riverside County;

THENCE North $89^{\circ}41'00''$ East, along said northerly line, a distance of 15.10 feet to a point on the easterly line of said Lot;

THENCE South $0^{\circ}21'30''$ East, along said easterly line, a distance of 22.68 feet to the POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM that portion of said Lot 2 as conveyed to the City of Riverside by deed recorded April 2, 1971, as Instrument No. 33916 of Official Records of said Riverside County;

ALSO EXCEPTING THEREFROM that portion of said Lot 2 as conveyed to the City of Riverside by deed recorded May 18, 1990, as Instrument No. 184103 of Official Records of said Riverside County.

DESCRIPTION APPROVAL 12/3/20
Walter R. Joyce
 SURVEYOR, CITY OF RIVERSIDE *by [Signature]*

B. As Declarant desires to construct structure(s) upon the Property, a review by the Public Utilities Department of the City of Riverside (the "City") of the development and/or building plans is necessary for the determination of water fees, charges and requirements prior to the issuance of a Building Permit.

C. The Water Rules of the City require that the existing 6-inch water main within Arlington Avenue fronting the Property be replaced with 12-inch water main(s) for a distance of 59.58 feet as well as the existing 6-inch water main within Maude Street fronting the Property be replaced with 12-inch water main(s) for a distance of 223.66 feet. The City has determined that such water main replacement is not required at this time subject to the Declarant executing and recording an agreement to pay an in lieu fee at such time as such replacement is necessary.

NOW, THEREFORE, Declarant hereby covenants and agrees with the City that the following restrictions shall apply to the Property:

1. Declarant shall pay to City, upon demand, the Distribution System Fee or its equivalent at the rate established in the Water Rules of City then in effect at the time of payment, for the replacement of 59.58 feet of existing 6-inch water main with 12-inch water main within Arlington Avenue fronting the Property as well as for the replacement of 223.66 feet of existing 6-inch water main with 12-inch water main within Maude Street fronting the Property at such time as it is reasonably determined by City that the water main replacement is required to meet fire flow demands for development or nearby developments.

2. Declarant or the successors or assigns of Declarant shall pay the heretofore described Distribution System Fee or its equivalent within 90 days of written notification from City that the water main replacement is required for water system betterment and fees are due and payable. In the event the Distribution System Fee is not paid to City within said 90 days, the water service to the structure(s) may be terminated in accordance with the then existing rules for non payment of water charges until such time as the Distribution System Fee has been paid.

3. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City, 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 Declarant and the successors and assigns of Declarant and shall continue in effect for a period of twenty (20) years from the day and year first above written at which time all provisions herein shall terminate if otherwise not previously released by the City Council of the City of Riverside, California.

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

Robert R. Robinson
ROBERT R. ROBINSON

Margaret R. Robinson
MARGARET R. ROBINSON

APPROVED AS TO FORM:

77 Herring
Assistant City Attorney

Covenant And Agreement and Declaration of Restrictions

445695

State of California
County of Riverside } SS.

On this the 29th day of November 19 90, before me,

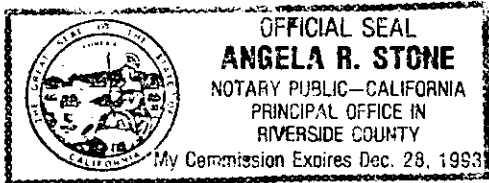
Angela R. Stone

the undersigned Notary Public, personally appeared

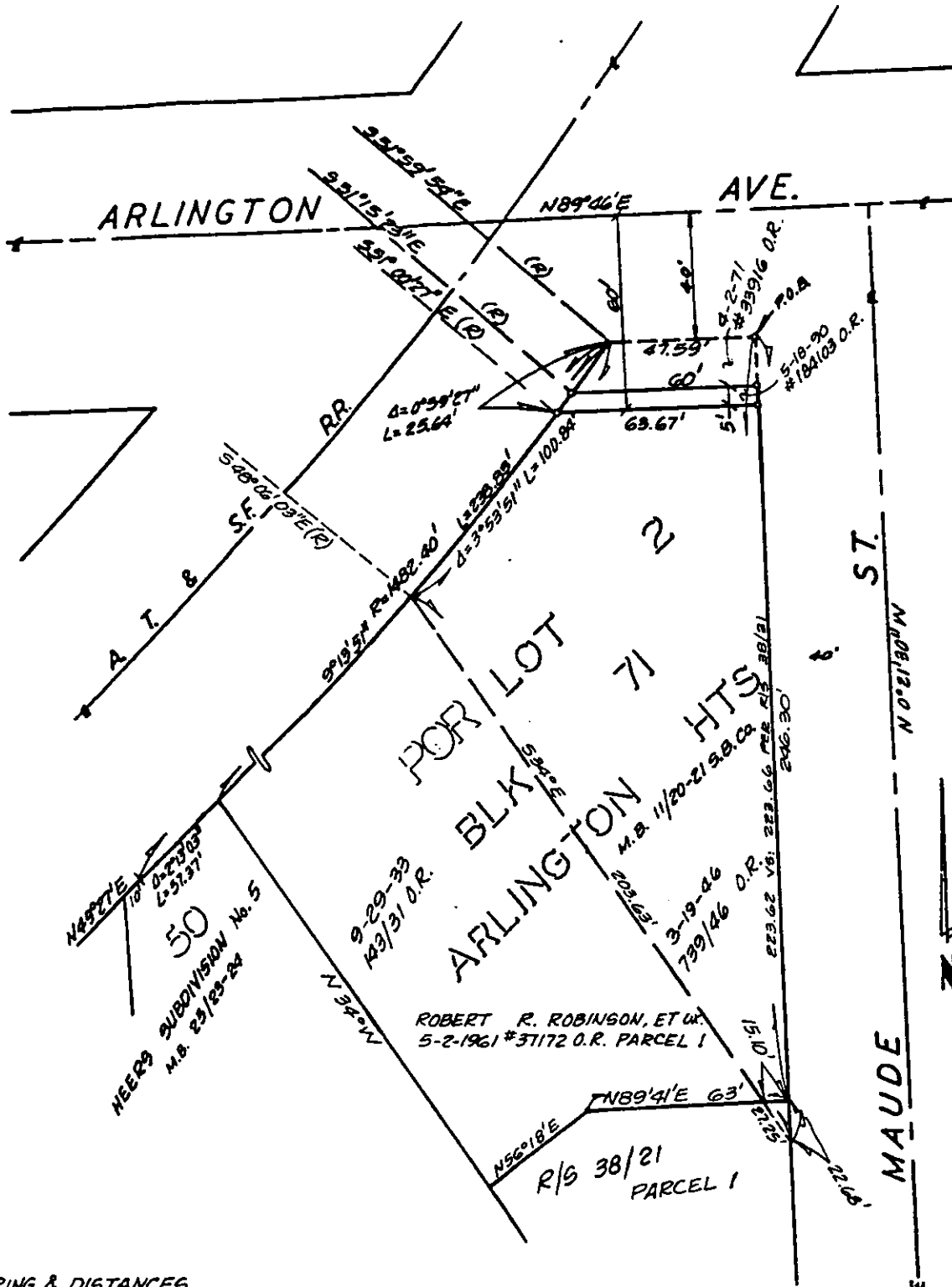
Robert R. Robinson and Margaret R. Robinson

personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed it. WITNESS my hand and official seal.



Angela R. Stone
Notary's Signature



NOTE: BEARING & DISTANCES
 ARE BASED UPON
 M.B. 25/24 RIV. Co. & R/S 38/21

REV. 11-13-90

• CITY OF RIVERSIDE, CALIFORNIA •

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE
 ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

SHEET 1 OF 1

5/34-1

SCALE: 1" = 20' NTS

DRAWN BY — DATE 4/16/90

SUBJECT 3404 ARLINGTON AVE. - C.&A.