

447156

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 RECORD
Min. Past 2 o'clock PM

DEC 10 1990

Recorded in Official Records of Riverside County, California
Recorder
Fees \$
Willie E. [Signature]

FOR RECORDER'S OFFICE USE ONLY

Project: BUILDING PERMIT APPLICATION
3634 ELIZABETH STREET
A.P.N. 225-064-007

COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS

This Covenant and Agreement and Declaration of Restrictions is made and entered into this 9 day of November, 1990, by FAMILY SERVICE ASSOCIATION OF RIVERSIDE, A NON-PROFIT CORPORATION, (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:

PARCEL 1:

Lots 34, 35, and 36 of Magnolia Center Tract, as shown by map on file in Book 17, page 46 of maps, records of Riverside County, California.

EXCEPTING therefrom the northerly 6.00 feet; the southerly line of said northerly 6.00 feet being parallel with and distant 6.00 feet southerly, as measured at right angles from the northerly line of said lots.

PARCEL 2:

All that portion of Lot G of Magnolia Center Tract, as shown by map on file in Book 17, page 46 of maps, records of Riverside County, California, lying between the Southerly extension of the West line of Lot 36 and the Southerly extension of the East line of Lot 34 of said Magnolia Center Tract.

DESCRIPTION APPROVAL:

11, 13, 91

George P. Hutchinson
SURVEYOR, CITY OF RIVERSIDE

CLA 228

Please record for the benefit of the City of Riverside
Real Property Services Manager

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 Elizabeth Street fronting the Property be replaced with 12-inch water main(s) for a distance of 169.42 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 169.42 feet of existing 6-inch water main with 12-inch water main within Elizabeth 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.

FAMILY SERVICE ASSOCIATION OF RIVERSIDE, A NON-PROFIT CORPORATION

BY: Karen Bradford President ~~CHAIR~~

BY: [Signature] Secretary ~~VICE CHAIRMAN~~

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

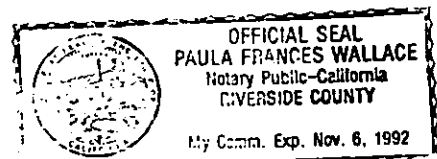
STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE } SS.

On this 9 day of NOVEMBER, in the year 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KAREN BRADFORD, KARL HARDY personally known to me (or proved to me on the basis of satisfactory evidence) to be the CHAIRMAN & VICE CHAIRMAN ~~President and~~

~~personally known to me (or proved to me on the basis of satisfactory evidence) to be~~
~~Secretary of the corporation that executed the within Instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.~~

Signature Paula Frances Wallace
PAULA FRANCES WALLACE

Name (Typed or Printed)
Notary Public in and for said County and State



(This area for official notarial seal)

CHICAGO TITLE CORPORATION
Staple