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

Project: Zoning Case R-61-889

21377

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Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 11

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made and entered into this 17 day of January, 1991, by COLCO-EMERALD RIVERSIDE, L. P., a California limited partnership, hereinafter referred to as "FIRST PARTY" with reference to the following facts:

A. FIRST PARTY is the fee owner of the two parcels of real property located in the City of Riverside, County of Riverside, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference and designated as "Parcel 1" and "Parcel 3" therein. Parcels 1 and 3 are situated between Indiana Avenue and the Riverside 91 Freeway.

B. Parcels 1 and 3 are the subject of a rezoning application filed with the City of Riverside (hereinafter called the "City") in Zoning Case R-61-889. Parcels 1 and 3 are hereinafter collectively referred to as the "Property". As a condition of the rezoning of portions of the Property from the Single-Family Residential ("R-1-65") Zone to the Restricted Commercial ("C-2") Zone with the Height of Buildings ("S-2") Combining Zone and the Building Setback ("X") Combining Zone or to the Restricted Office ("RO") Zone with the Height of Buildings ("S-2") Combining Zone and the Building Setback ("X") Combining Zone in Zoning Case R-61-889, City is requiring the execution of a covenant, running with the land, precluding the provision of windows oriented toward the Riverside Freeway whose primary purpose is to display merchandise, temporary signing or services.

C. FIRST PARTY seeks to comply with the above-noted condition imposed by the City for the rezoning of the Property in Zoning Case R-61-889.

NOW, THEREFORE, FIRST PARTY hereby declares that Parcels 1 and 3 described herein shall each be developed, improved, held, sold, conveyed, leased, used and occupied subject to the following restrictions, covenants and conditions which are for the purpose of complying with a condition of approval imposed by the City in Zoning Case R-61-889 and for protecting the value and desirability said Property:

PARCEL 1

Lots 1 and 2 of Walnutwood Park, as shown by map on file in Book 31, Page 61 of Maps, Records of Riverside County, California.

Together with that portion of the northeasterly half of Harrison Street adjoining said lots on the southwest, as vacated and closed to public use by Resolution No. 17135, recorded August 15, 1989 as Instrument No. 27538 of Official Records of Riverside County, California.

PARCEL 3

Lots 9 and 10 of the Tavaglione Tract, in the City of Riverside, County of Riverside, State of California, as shown on a map filed in Book 30, Page 5 of Maps, in the Office of the County Recorder of said Riverside County, together with the southwest 75.00 feet of the southerly rectangular 4 acres of Lot 16, Block 27 of the Lands of the Riverside Land and Irrigating Company, as shown on a map filed in Book 1, Page 70 of Maps, in the Office of the County Recorder of San Bernardino County, California.

Excepting therefrom that portion conveyed to the State of California, by deed recorded December 5, 1957 as Instrument No. 86145 of Official Records of Riverside County, California.

Also excepting therefrom the southeasterly 4.00 feet.

EXHIBIT "A"

1. All buildings will be constructed on the Property so as to preclude the provisions of windows oriented toward the Riverside Freeway whose primary purpose could be to display merchandise, temporary signing or services.

2. No windows oriented toward the Riverside Freeway in any building located on the Property shall be used for the display of merchandise, temporary signing or services.

3. Any person, whether an individual, corporation, partnership, association or otherwise who now or hereafter owns or acquires any right, title or interest in or to any portion or parcel of the Property shall be deemed to have consented and agreed to the provisions of this Declaration of Restrictions and to be subject to the provisions contained herein whether or not the instrument conveying such interest makes any reference to this Declaration of Restrictions.

4. The Property, Parcels 1 and 3 thereof, and all buildings located thereon shall be held, conveyed, encumbered, leased, rented, used and occupied subject to the restrictions established hereinabove.

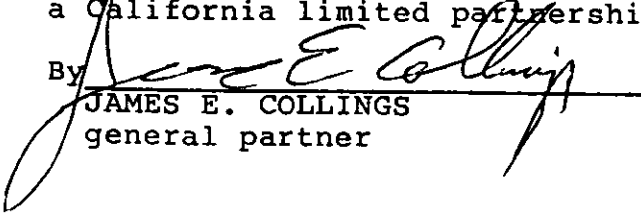
5. The terms of this Declaration of Restrictions may be enforced by the City or by any owner, lessee, tenant or occupant of the Property or any buildings located thereon.

6. This Declaration of Restrictions shall run with the land and each and every term or condition thereof shall be binding upon FIRST PARTY and the successors and assigns of FIRST PARTY, and shall continue in effect until released by the City Council of the City of Riverside.

IN WITNESS WHEREOF, FIRST PARTY has executed this Declaration of Restrictions the day and year first above written.

FIRST PARTY:

COLCO-EMERALD RIVERSIDE, L. P.,
a California limited partnership

By 
JAMES E. COLLINGS
general partner