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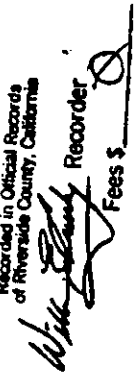
CITY CLERK
City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

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OCT 17 1991

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$



COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 9th day of October, 1991, by REGIONAL PROPERTIES, INC., a California corporation, the owner of record of the following described real property situated in the City of Riverside, County of Riverside, State of California, hereinafter referred to as "the property":

Parcels 2 through 4, 9, 12 and 13 of Parcel Map 23178 as shown by map on file in Book 158 of Parcel Maps at pages 20 through 22 thereof, Records of Riverside County, California; and

That portion of Parcel 11 of Parcel Map 4806 as shown by map on file in Book 7 of Parcel Maps, at pages 8 through 12 thereof, and Parcels 6 through 8 inclusive, of Parcel Map 23178, as shown by map on file in Book 158 of Parcel Maps, at pages 20 through 22 thereof, both being Records of Riverside County, California, described as follows:

Commencing at the centerline intersection of Alessandro Boulevard and Mission Grove Parkway South as shown on Record of Survey on file in Book 83, at pages 59 and 60 thereof, Records of Riverside County, California;

Thence South 00° 09' 43" East along the centerline of said Mission Grove Parkway South, a distance of 136.00 feet;

Thence South 89° 50' 17" West, a distance of 50.00 feet to a point on the Westerly line of Parcel 4 (Mission Grove Parkway South) of said Record of Survey, said point being the most Southerly corner of Parcel "A" of that certain parcel of land as conveyed to the City of Riverside by deed recorded October 20, 1989 as Instrument No. 365394, Official Records of Riverside County, California;

Thence South 00° 09' 43" East, a distance of 435.18 feet;

Thence Southerly on a curve concave Easterly having a radius of 1050.00 feet, through an angle of 19° 10' 00", an arc length of 351.25 feet;

Thence South $19^{\circ} 19' 43''$ East, a distance of 678.03 feet;
 Thence Southerly on a curve concave Westerly, having a radius of 950.00 feet, through an angle of $12^{\circ} 09' 43''$, a arc length of 201.65 feet to the POINT OF BEGINNING of the parcel of land to be described;

The preceding four (4) courses being along the Westerly line of said Parcel 4 (Mission Grove Parkway South);

Thence continuing Southwesterly along said Westerly line, and the Southeasterly line of said Parcels 6, 7 and 8 on a curve concave Northwesterly, having a radius of 950.00 feet, through an angle of $80^{\circ} 50' 17''$, an arc length of 1,340.35 feet to a point on the Southeasterly line of said Parcel 6 (the initial radial line bears North $82^{\circ} 50' 00''$ East);

Thence South $73^{\circ} 40' 17''$ West continuing along said Southeasterly line of said Parcel 6, a distance of 63.00 feet to the most Southerly corner of said Parcel 6;

Thence North $38^{\circ} 25' 17''$ West along the Southwesterly line of said Parcel 6, a distance of 423.82 feet to the most Westerly corner of said Parcel 6;

Thence Northeasterly along the Northwesterly line of said Parcel 6 on a non-tangent curve concave Northwesterly, having a radius of 450.00 feet, through an angle of $32^{\circ} 53' 37''$, an arc length of 258.35 feet (the initial radial line bears South $07^{\circ} 37' 56''$ East);

Thence North $49^{\circ} 28' 27''$ East along the Northerly line of said Parcels 6 through 8 inclusive, a distance of 490.00 feet to the most Northerly corner of Parcel 8 thereof;

Thence North $41^{\circ} 17' 50''$ East, a distance of 365.00 feet;

Thence North $82^{\circ} 50' 00''$ East, a distance of 154.55 feet to the POINT OF BEGINNING.

WHEREAS the property is situated in the Alessandro Heights (Mission Grove) Specific Plan area and is subject to such Specific Plan; and

WHEREAS the property is subject to the Development Agreement between the City of Riverside and Regional Properties, Inc. and Mission Grove, Ltd. dated April 1, 1988 and recorded April 4, 1988 as Instrument No. 88142, Official Records of Riverside County; and

WHEREAS the property is situated in Community Facilities District No. 86-1 Improvement Area No. 1 (Mission Grove Area) of the City of Riverside, California; and

WHEREAS the Specific Plan and the Development Agreement require certain landscaped medians to be located in Mission Grove Parkway South and Trautwein Road; and

WHEREAS the Community Facilities District has installed such medians and is authorized to install the required landscaping; and

WHEREAS the Community Facilities District intends to sell additional bonds in order to install the median landscaping and to do

other work, but has been unable to do so due to conditions beyond its control; and

WHEREAS the undersigned desires to develop and/or sell the property; and

WHEREAS each parcel described above as a part of the property is adjacent to a planned median; and

WHEREAS the undersigned desires to give notice to future purchasers of the property that the medians are required to be landscaped;

NOW, THEREFORE, the undersigned acknowledges and covenants and agrees with the City of Riverside that the following restrictions shall apply to the property:

1. No building permits shall be issued for the property until bonds have been sold for Community Facilities District No. 86-1 Improvement Area No. 1 (Mission Grove Area) in a sufficient amount to pay for the landscaping of the medians to be located in Mission Grove Parkway South and Trautwein Road.

2. Notwithstanding the restrictions contained in paragraph 1 above, building permits may be issued for the property if the then current owner agrees to landscape the median adjacent to its property pursuant to City of Riverside approved plans and posts security to guarantee the installation of such landscaping and the payment for labor and materials related thereto, such security to be satisfactory to the Legal Department and in an amount to be determined by the Public Works Department.

3. If the agreement and security is provided as set forth in paragraph 2 above and subsequently, prior to any work being done pursuant to the agreement, bonds are sold in a sufficient amount to pay for the installation of the median landscaping as described in paragraph 1 above, the agreement and the security shall be released.

The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors or 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 reasonable attorneys' fees, expert witnesses' fees and reasonable costs of suit.

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

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

REGIONAL PROPERTIES, INC.,
a California corporation

[Signature]
Signature

MARK RUBIN
Name

PRESIDENT
Title

[Signature]
Signature

Jack A. Sweeney
Name

SECRETARY
Title

APPROVED AS TO FORM:

Clarice Sweeney
Assistant City Attorney

DESCRIPTION APPROVAL 10.7.91
George P. Hutchinson by [Signature]
SURVEYOR CITY OF RIVERSIDE