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WHEN RECORDED MAIL TO:

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

Zoning Case: R-12-901

OCT 26 1992

RECEIVED FOR RECORD
AT 11:00 O'CLOCK

OCT 1 - 1992

Recorded in Official Records
of Riverside County, California

Will E. Blundy Recorder
Fees \$

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COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

This Covenant and Agreement and Declaration of Restrictions, dated this 25 day of SEPT, 1992, is made and entered into by TYLER MALL ASSOCIATES, a California General Partnership, the owner of record of the following described real property situated in the City of Riverside, County of Riverside, State of California:

PARCEL 5 OF PARCEL MAP 23114 RECORDED FEBRUARY 28, 1991
IN BOOK 169 OF PARCEL MAPS AT PAGES 74 THROUGH 82 THEREOF,
RECORDS OF RIVERSIDE COUNTY CALIFORNIA,

hereinafter referred to as the "Property".

WHEREAS the undersigned desires, pursuant to Zoning Case R-12-901, to rezone Property from Zone C-1-A to Zone C-2 as defined in Title 19 of the Riverside Municipal Code; and

WHEREAS the City Council has, on October 9, 1990 approved Zone C-2 for Property subject to a condition of approval that Property owner set-back any future building on Property, (i), a minimum of fifty (50) feet from Magnolia Avenue, and a minimum of fifty (50) feet from Hughes Alley, and, (ii), a minimum of two hundred (200) feet from the nearest residentially zoned property located at 10091 Shelly Street; and

WHEREAS the undersigned desires to provide the above described set-backs;

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

1. Any building to be constructed or placed upon Property shall be set-back, (i), a minimum of fifty (50) feet from Magnolia Avenue, and a minimum of fifty (50) feet from Hughes Alley, and, (ii), a minimum of two hundred (200) feet from the nearest residentially zoned property located at 10091 Shelly Street.

DESCRIPTION APPROVAL: 10/1/92

George P. Hutchinson
SURVEYOR, CITY OF RIVERSIDE

2. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors and assigns. In any action between the parties arising out of this Covenant and Agreement and Declaration of Restrictions the prevailing party in the action shall be entitled to reasonable attorneys' fees, expert witnesses' fees and other reasonable costs of action.

3. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon the undersigned it successors and assigns, and shall continue in effect until such time as 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 and attested by its duly authorized officers as of the day and year first written above.

TYLER MALL ASSOCIATES, a California General Partnership
CLARENCE PROPERTY COMPANY, INC. CONSEN PROPERTY
BY: CLARENCE INC. BY: CLARENCE INC.

BY: [Signature]

BY: [Signature]

Its: VP

Its: VP

APPROVED AS TO FORM:

Clarence Turney
Assistant City Attorney

STATE OF CONNECTICUT)

COUNTY OF HARTFORD)

I HEREBY CERTIFY THAT on this day personally appeared before me, an officer duly authorized to administer and take acknowledgements, John Schuman, to me known to be Vice President of CIGNA Investments, Inc.; and he severally acknowledged to and before me that he executed the foregoing instrument as such officer in the name and on behalf of said corporation and that he affixed thereto the corporate seal of said corporation, for the uses and purposes therein set forth and under due authority from said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in said State and County this 25 Day of September 1992.

Millicent Goldberg
Notary: Millicent Goldberg

My Commission Expires: 3-31-93