

Copies: Legal Debris Clauses
PWD-bein **269447** **13853**

STEWART TITLE OF THE INLAND EMPIRE

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CMP

WHEN RECORDED MAIL TO:

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

AUG 16 1995

Project: Zoning Case CU-015-934
1691 University Avenue
Riverside, California

Recorded in Official Records
of Riverside County, California

[Signature] Recorder
Fees \$ 18

OUR ORDER NO. 120388-11

(18)
4

A.P. #009-064/250-170-010-2

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made and entered into this *10th* day of *AUGUST*, 1995, by RIVERSIDE-UNIVERSITY LIMITED, a California limited partnership, ("Declarant") with reference to the following facts:

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

That portion of Lot 57 of the Lands of the East Riverside Land Company, being a subdivision of Section 19, Township 2 South, Range 4 West, San Bernardino Base and Meridian, as shown by map on file in Book 6 of Maps, at page 44 thereof, records of San Bernardino County, California, described as follows:

Beginning at a point on the West line of said Lot 57, which bears Northerly, a distance of 17 feet from the Southwest corner of said Lot, said point being on the North line of State Highway; thence Northerly along the West line of said Lot 57, 190 feet; thence Easterly and parallel with the Southerly line of said Lot, 200 feet; thence Southerly and parallel with the Westerly line of said Lot, 190 feet to a point on the Northerly line of said State Highway; thence Westerly along the Northerly line of said State Highway, being parallel with the Southerly line of Lot 57, 200 feet to the point of beginning;

EXCEPTING THEREFROM the Westerly 22 feet as conveyed to the City of Riverside by deed recorded February 8, 1963, as Instrument No. 13994 of Official Records of Riverside County, California.

ALSO EXCEPTING THEREFROM that portion thereof conveyed to the City of Riverside by deed recorded February 24, 1995 as Instrument No. 58119 of Official Records of Riverside County, California, described as follows:

That portion of Lot 57 in Section 19 of the East Riverside Land Co's., subdivision of Section 19, Township 2 South, Range 4 West, San Bernardino Meridian, as shown by map on file in Book 6 of Maps, at page 44 thereof, records of San Bernardino County, California, described as follows:

Commencing at the Southwesterly corner of said Lot 57; thence North $0^{\circ} 17' 20''$ East, along the Westerly line of said Lot 57, a distance of 17.00 feet to a point in a line parallel with and distant 50.00 feet northerly, as measured at right angles, from the centerline of University Avenue, as shown by Parcel Map No. 13803 on file in Book 74 of Parcel Maps, at pages 3 and 4 thereof, records of Riverside County, California; said point also being the Southwesterly corner of that certain parcel of land described in deed to the City of Riverside by document recorded February 8, 1963 as Instrument No. 13994 of Official Records of Riverside County, California; thence south $89^{\circ} 45' 46''$ East, along said parallel line, a distance of 22.00 feet to the Southeasterly corner of said parcel of land described in said deed and the point of beginning of the parcel of land being described; thence South $89^{\circ} 45' 46''$ East, continuing along said parallel line, a distance of 178.00 feet to the westerly line of Parcel 1 of said Parcel Map No. 13803; thence North $0^{\circ} 17' 20''$ East, along said last mentioned Westerly line and parallel with said Westerly line of Lot 57, a distance of 8.50 feet to a line parallel with and distant 58.50 feet Northerly as measured at right angles, from said centerline of University Avenue; thence North $89^{\circ} 45' 46''$ West, along said last mentioned parallel line, a distance of 154.98 feet; thence North $47^{\circ} 22' 10''$ West, a distance of 31.15 feet to the Easterly line of said parcel of land described in said deed; thence South $0^{\circ} 17' 20''$ West, along said Easterly line, a distance of 29.50 feet to the Point of Beginning.

B. The Property consists of approximately .74 of an acre developed with a commercial building within the Restricted Commercial and Specific Plan Combining ("C-2-SP") and General

DESCRIPTION APPROVAL 2/11/95
Paul S. [Signature]
 SURVEYOR, CITY OF RIVERSIDE by Kp

Commercial and Specific Plan Combining ("C-3-SP") Zones and the University Avenue Specific Plan area. The Property is commonly known as 1691 University Avenue and is situated on the northeast corner of University Avenue and Chicago Avenue.

C. Application has been made to the City of Riverside ("City") for a conditional use permit in Case CU-015-934 to establish an automobile parts and accessories retail store on the Property. The existing building is proposed to be remodeled and expanded to accommodate the use of the Property for an automobile parts and accessories retail store.

D. As the remodeling and expansion of the existing building on the Property for the use proposed in Case CU-015-934 would reduce the number of existing parking spaces, a variance was granted by City to allow a minimum of 43 parking spaces where 48 are required by Chapter 19.74 of the Riverside Municipal Code if the building were used exclusively for retail and no storage areas were provided.

E. Certain conditions were imposed by City for the granting of the Conditional Use Permit in Case CU-015-934 and the approval of the variances related thereto including the requirement that a covenant and agreement acceptable to the Planning and Legal Departments of City be recorded requiring that the relative area of retail and warehouse uses would have to be maintained at a level providing adequate parking based on the Zoning Code requirements for these uses.

NOW, THEREFORE, incorporating the above recitals and for the purpose of complying with a condition imposed by City for the approval of a Conditional Use Permit in Case CU-015-934 and a variance granted in connection therewith and in consideration of such approval and grant, Declarant hereby covenants and agrees with City as follows:

1. The relative area of retail and warehouse uses on the Property shall be maintained at a level which provides adequate parking based upon the off-street parking standards set forth in Chapter 19.74 of the Riverside Municipal Code, or as said chapter may be amended from time to time, subject to any variances from said standards as approved by City in Zoning Case CU-015-934.

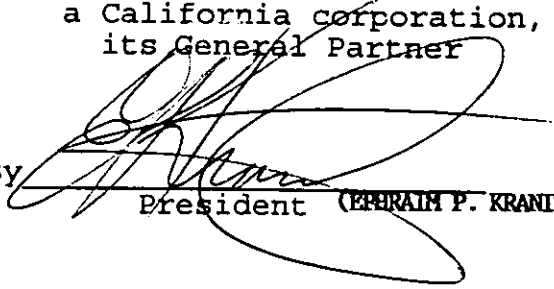
2. The provisions of this Declaration shall be enforceable at law or in equity by City. In the event of any legal or equitable proceeding for the enforcement of, or to restrain any violation of, this Declaration, the prevailing party shall be entitled to court costs, including reasonable attorneys' fees. The failure of City to enforce any provision of this Declaration shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other provision thereof.

3. This Declaration shall run with the land and shall be binding upon Declarant and the successors and assigns of Declarant, and shall not be amended, modified or terminated without the written consent of the Planning Director of the City duly recorded.

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

RIVERSIDE-UNIVERSITY LIMITED, a California limited partnership,

By: ARCANUM INVESTMENTS, INC., a California corporation, its General Partner

By  President (EPHRAIM P. KRANITZ)

Approved as to Content:

Mike Cuzzo, Senior Planner
Planning Department

Approved as to Form:

Carolyn Confer 8-11-95
Assistant City Attorney

State of California

County of Los Angeles

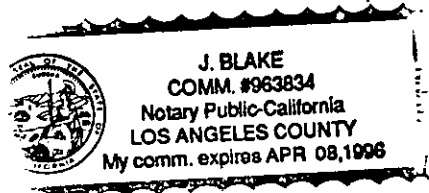
On 8-10-95 before me,

J. Blake

personally appeared Ephraim P. Krantz

KRANTZ

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

J. Blake
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Declaration of Restriction
TITLE OR TYPE OF DOCUMENT

5
NUMBER OF PAGES

8-10-95
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE