

WHEN RECORDED MAIL TO:

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



Project: 10406 Indiana
C-17-845(Revised)

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		4						
					1				LC
A	R	L				COPY	LONG	REFUND	NCHG EXAM

17)

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS



This Covenant and Agreement and Declaration of Restrictions is made and entered into this 19th day of May, 2004, by Tyler Springs, LLC, a Delaware limited liability company, the owner of record of the real property situated in the City of Riverside, County of Riverside, State of California, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property") and commonly known as 10406 Indiana Avenue, Riverside, California.

WHEREAS the zoning designation for the Property is in the R-1-65 (Single Family Residential) Zone; and

WHEREAS the City of Riverside (the "City") has approved conditional use permit C-17-845 (Revised) for the Property which allowed for the development of a 273 unit senior citizens rental apartment project in the R-1-65 (Single Family Residential) Zone; and

WHEREAS the City requires the Declarant to execute and record a covenant and agreement to meet a condition of approval of the conditional use permit restricting the occupancy of the senior citizens apartment project so that at least one occupant of each apartment unit shall be 55 years of age or older.

NOW, THEREFORE, the Declarant, for itself, its heirs, successors and assigns, hereby covenants and agrees with the City of Riverside as follows:

1. The occupancy requirements of the Property shall conform to Section 51.3 of the California Civil Code, as amended, with the qualifying resident being at least 55 years of age or older.

2. 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 other reasonable costs of suit.

3. Any person, whether an individual, corporation, association or otherwise, who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be deemed to have consented and agreed to the provisions of this Covenant and Agreement and Declaration of Restrictions and to be subject to the provisions contained herein.

4. The provisions of the Covenant and Agreement and Declaration of Restrictions shall be binding and apply only insofar as the Property is used and operated pursuant to conditional use permit C-17-845 (Revised). The Declarant acknowledges that use of the Property without a conditional use permit will require major modifications to conform with the zoning designation of the Property.

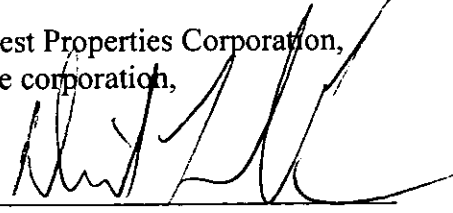
5. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon the Declarant, its successors and assigns, and shall continue in effect until such time as released by the Planning Director of the City of Riverside by a writing duly recorded in the office of the county recorder of Riverside County, California.

6. This Covenant and Agreement and Declaration of Restrictions shall supersede and replace in its entirety the Covenant and Agreement and Declaration of Restrictions recorded October 1, 1986 as Instrument No. 244164 in the office of the county recorder of Riverside County, California.

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

Tyler Springs, LLC,
a Delaware limited liability company

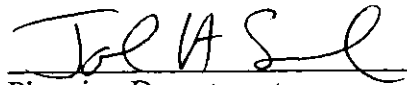
By: Cal-Midwest Properties Corporation,
a Delaware corporation,
Manager

By: 
David L. Warner
President

APPROVED AS TO FORM:


Deputy City Attorney

APPROVED AS TO CONTENT:


Planning Department




2004-0469295
06/18/2004 08:00A
2 of 4

Exhibit "A"

THAT PORTION OF LOTS 1 AND 2 BLOCK 37 OF RIVERSIDE LAND AND IRRIGATING COMPANY, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE(S) 70 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE SOUTHWESTERLY LINE OF TYLER STREET (80.00 FEET WIDE), AS SHOWN BY SAID MAP; THENCE SOUTH 55° 41' 20" WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, 4.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 55° 41' 20" WEST, CONTINUING ALONG SAID SOUTHEASTERLY LINE OF SAID LOT 1 AND ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2, 1,318.48 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 2; THENCE NORTH 34° 16' 57" WEST, 437.82 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 11.00 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF INDIANA AVENUE (66.00 FEET WIDE), AS SHOWN IN BOOK 2 PAGE 150, OF STATE HIGHWAY MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 67° 13' 10" EAST, ALONG SAID PARALLEL LINE, 1,094.48 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVING NORTHWESTERLY AND HAVING A RADIUS OF 544.86 FEET; THENCE TO THE LEFT ALONG SAID CURVE THROUGH AN ANGLE OF 11° 32' 15" AN ARC LENGTH OF 109.72 FEET; THENCE NORTH 55° 40' 55" EAST, 113.84 FEET; THENCE SOUTH 79° 19' 17" EAST, 32.53 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 4.00 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE OF TYLER STREET; THENCE SOUTH 34° 19' 25" EAST, ALONG SAID LAST MENTIONED PARALLEL LINE, 185.07 FEET TO THE SAID POINT OF BEGINNING;

EXCEPTING THAT PORTION THEREOF CONVEYED TO THE CITY OF RIVERSIDE IN DOCUMENT RECORDED JULY 18, 1986 AS INSTRUMENT NO. 169867 AND AUGUST 15, 1986 AS INSTRUMENT NO. 196675 BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DESCRIPTION APPROVED

CITY OF RIVERSIDE



2004-0469295
06/18/2004 08:00A
3 of 4

80-4

CIA 893

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

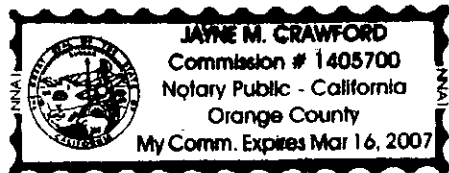
ss.

On MAY 19, 2004 before me,
Jayne M. Crawford, a Notary Public in and for the State of California, personally
appeared DAVID L. WARNER, 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 within
instrument in his/her/their authorized capacity(ies) and that, by his/her/their signature(s)
on the within instrument, the person or entity upon behalf of which he/she/they acted
executed the within instrument.

WITNESS my hand and official seal.

Jayne M. Crawford
Notary Public In and For
Said County and State

(Seal)



-OPTIONAL SECTION-

CAPACITY CLAIMED BY SIGNER

Although statute does not require the Notary to fill
in the data below, doing so may prove invaluable to
persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

Title(s)

Title(s)

- PARTNER(S): LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

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

