

WHEN RECORDED MAIL TO:

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

Project: Zoning Case RZ-012-001  
7688 and 7704 Indiana Avenue  
Riverside, California

DOC # 2002-090911

02/21/2002 08:00A Fee:28.00

Page 1 of 8

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		8						
									LM
A	R	L				COPY	LONG	REFUND	NCHG EXAM

COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS ON  
FUTURE USES OF THE PROPERTY



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 7th day of February, 2002, by DABNEY PROPERTIES, LLC, a California limited liability company, ("Declarant"), with reference to the following facts:

A. Declarant is fee owner of that certain real property ("the Property") situated at 7688 and 7704 Indiana Avenue, in the City of Riverside, County of Riverside, State of California, described as follows:

"See Attached Exhibit A"

B. Declarant has submitted an application with the City of Riverside ("City") in Zoning Case RZ-012-001 to rezone the Property from the Single Family Residential ("R-1-65-SP") Zone to the General Commercial, Two Story, Twenty-Five Foot Southerly Rear Yard Building Setback and Specific Plan Combining Zones ("C-3-S-2-X-25-SP").

C. The Zoning Code of City permits a wide range of uses in the C-3 Zone, including certain uses which would not be compatible with the character and appearance of the surrounding single family residential neighborhood adjacent to the Property.

D. As a condition of approval of Zoning Case RZ-012-001, rezoning of the Property to the C-3-S-2-X-25-SP, Declarant is required to execute and record a covenant that restricts the Property as follows:

CLA 758

(1) No windows shall be located on the southerly elevation of the second floor, of any building in the future development of this site.

(2) Commercial development of the site is limited to new and used vehicle sales and accessory uses only, as specified in the Riverside Auto Center Specific Plan.

(3) Outdoor telephone or public address system amplification is prohibited.

E. Declarant desires to record a covenant and agreement and declaration of restrictions acceptable to the Planning and Legal Departments of City which meets the above-referenced condition and restricts the use of the Property as listed above to ensure its compatibility with the surrounding neighborhood.

NOW, THEREFORE, for the purpose of complying with a condition imposed by the City in Rezoning Case RZ-012-001, for the rezoning of the Property from the R-1-65-SP to the C-3-S-2-X-25-SP Zone, and in consideration of such rezoning Declarant hereby covenants and agrees with the City of Riverside that the Property is, and shall hereafter be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following covenants, conditions and restrictions:

1. The Property is subject to the following restrictions on any future use:

(1) No windows shall be located on the southerly elevation of the second floor of any building in the future development of this site.

(2) Commercial development of the site is limited to new and used vehicle sales and accessory uses only, as specified in the Riverside Auto Center Specific Plan.

(3) Outdoor telephone or public address system amplification is prohibited.

2. Any person, whether an individual, corporation, association, partnership 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 restrictions on the use of the Property as set forth herein above.



3. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by City, and its successors and assigns. Should 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 court costs, including reasonable attorneys' fees.

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

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

DABNEY PROPERTIES, LLC,  
a California limited liability company

By: [Signature]  
Its: MEMBER

By: Marshall Dabney  
Its: MEMBER

By: [Signature]  
Its: member

By: [Signature]  
Its: MEMBER

2-7-02

APPROVED AS TO FORM:

[Signature]  
Deputy City Attorney

APPROVED AS TO CONTENT:

[Signature]  
Planning Department

CA02-0196  
O:\Cycom\WPDocs\D029\P001\00003500.WPD



**EXHIBIT "A"**

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Those portions of Lots 2 and 3 of El Grande Tract, as shown by map on file in Book 5, Page 174 of Maps, records of Riverside County, California, described as follows:

**PARCEL "A"**

**COMMENCING** at the most westerly corner of said Lot 3;

**THENCE** South 33°59'18" East, along the southwesterly line of Lot 3, a distance of 4.00 feet to the **POINT OF BEGINNING**;

**THENCE** North 55°59'50" East, a distance of 385.00 feet to a point in the northeasterly line of Parcel B of those certain parcels of land described in deed to Judson V. Dabney, II, et al., by document recorded May 31, 2001, per Document No. 2001-241167 of Official Records of said Riverside County;

**THENCE** South 33°57'29" East, along said northeasterly line, a distance of 24.25 feet to a point in the northwesterly line of the Riverside Water Company Canal right-of-way;

**THENCE** South 56°07'20" West, along said northwesterly line of said Riverside Water Company Canal right-of-way, a distance of 384.99 feet to a point in the southwesterly line of said Lot 3;

**THENCE** North 33°59'18" West, along said southwesterly line of said Lot 3, a distance of 23.41 feet to the **POINT OF BEGINNING**.

Said Parcel "A" containing 0.21 acres.

**PARCEL "B"**

**COMMENCING** at the most westerly corner of said Lot 3;

**THENCE** South 33°59'18" East along the southwesterly line of Lot 3, a distance of 60.41 feet to a point in the southeasterly line of the Riverside Water Company Canal right-of-way, said point also being the **POINT OF BEGINNING**;

**THENCE** North 56°07'20" East along said southeasterly line of the Riverside Water Company Canal right-of-way, a distance of 384.97 feet, to a point in the northeasterly line of Parcel B of those certain parcels of land described in deed to Judson V. Dabney, II, et al., by document recorded May 31, 2001, per Document No. 2001-241167 of Official Records of said Riverside County;

**THENCE** South 33°57'29" East, along said northeasterly line a distance of 148.75 feet to the most easterly corner of said Parcel B;

**THENCE** South 55°59'50" West, a distance of 135.00 feet, more or less, to a point in the northeasterly line of said Lot 3;

**THENCE** South 33°57'29" East, along said northeasterly line of Lot 3, a distance of 69.09 feet, more or less, to the northwesterly line of the southeasterly 150.00 feet of said Lot 3;

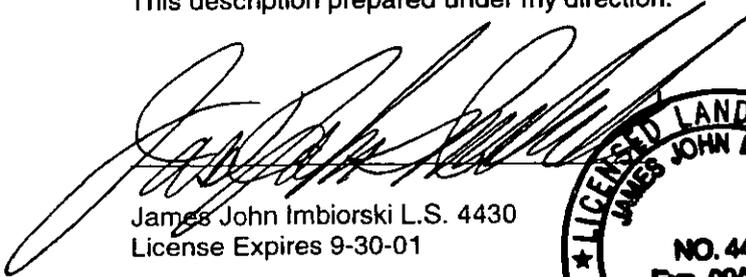
**THENCE** South 49°23'38" West, along said northwesterly line, a distance of 251.53 feet to said southwesterly line of said Lot 3;



THENCE North 33°59'18" West, along said southwesterly line, a distance of 247.60 feet to the POINT OF BEGINNING.

Said Parcel "B" containing 1.79 acres.

This description prepared under my direction:



James John Imborski L.S. 4430  
License Expires 9-30-01



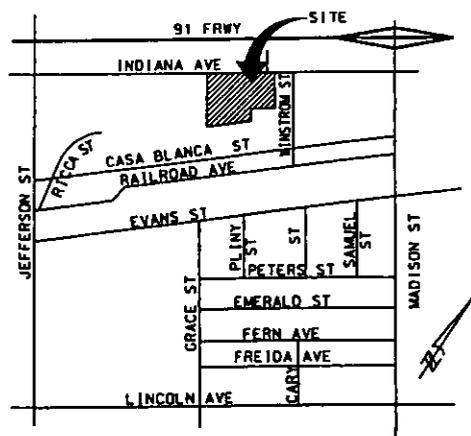
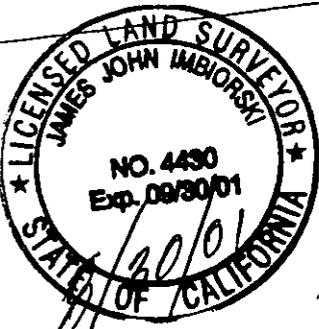
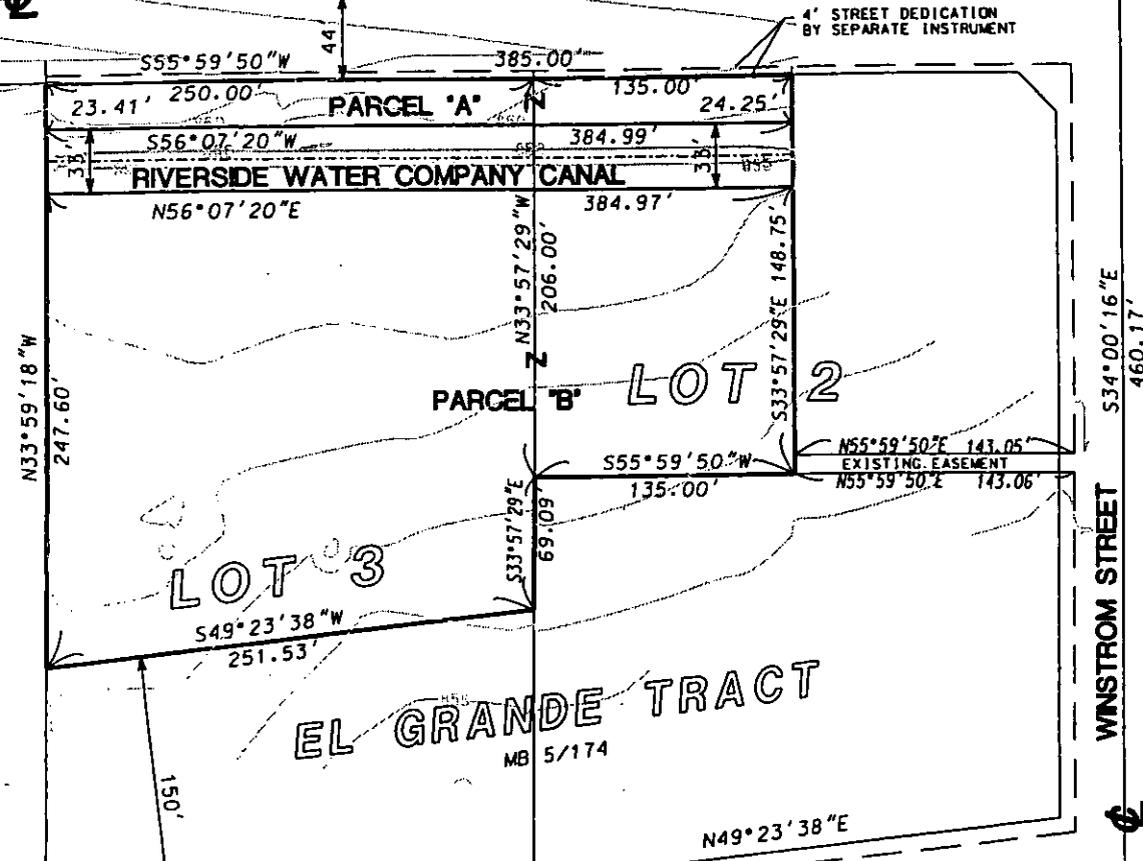
8/30/01  
Date

DESCRIPTION APPROVAL 1/23/02  
*for* H. Stewart  
SURVEYOR, CITY OF WAREHOUSE



INDIANA AVENUE

N55°59'50"E 1664.39' (N55°59'50"E 1664.53' PER PMB 33/18)  
552.88' (552.81')



CITY OF RIVERSIDE, CALIFORNIA

68-1

Prepared by:  
**Associated Engineers, Inc.**

3311 E. SHELBY STREET • ONTARIO, CALIFORNIA 91764  
TEL: (909) 980-1982 • FAX: (909) 941-0891

*[Signature]*  
JAMES JOHN IMBORSKI, L.S. 4430  
EXP. 09/30/01

SHEET 1 OF 1 SCALE: 1"=100'

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

LOT LINE ADJUSTMENT: SKIP FORDYCE H.D.

DATE: 7/17/01

2002-090911

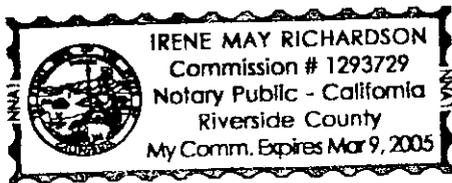
CIA 758

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Riverside } ss.

On February 7, 2002, before me, Irene May Richardson, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Susan Dabney Moore, Tidson V. Dabney II,  
Name(s) of Signer(s)

- personally known to me
- 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.

Irene May Richardson  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

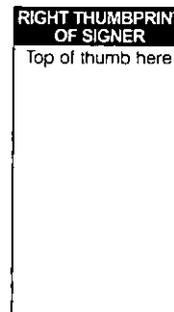
**Description of Attached Document**

Title or Type of Document: Covenant and Agreement and Declaration of Restrictions on Future uses of the Property.  
Document Date: 2-7-02 Number of Pages: 6

Signer(s) Other Than Named Above: Ty Dabney, Marshall Dabney

**Capacity(ies) Claimed by Signer**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: member



Signer Is Representing: \_\_\_\_\_



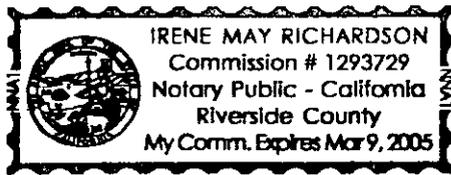
CIA 758

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of Riverside } ss.

On February 7, 2002 before me, Irene May Richardson Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared Ty Dabney, Marshall Dabney  
Name(s) of Signer(s)

personally known to me  
 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.

Irene May Richardson  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

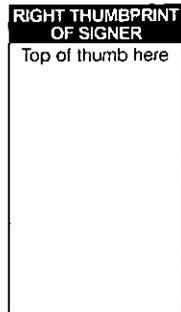
**Description of Attached Document**

Title or Type of Document: Covenant and Agreement and Declaration of Restrictions on Future Use of the Property  
 Document Date: 2-7-02 Number of Pages: 6

Signer(s) Other Than Named Above: Susan Dabney Moore, Jay Judson V. Dabney II

**Capacity(ies) Claimed by Signer**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: member



Signer Is Representing: \_\_\_\_\_

