



WHEN RECORDED MAIL TO:

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

Project: Case: 03-3115  
3975 Mission Inn Avenue  
Riverside, California

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COVENANT AND AGREEMENT AND DECLARATION  
OF RESTRICTIONS TO HOLD PROPERTY AS ONE

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THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS ("Covenant and Agreement") is made and entered into this 14<sup>th</sup> day of November 2003, by AMILCAR S. MANCILLA and MILVIA MANCILLA, husband and wife as joint tenants and WILLIAM M. ROUNDS and EVELYN Z. ROUNDS husband and wife as joint tenants (collectively, the "Declarants") with reference to the following facts:

A. Declarants are the fee owners of certain real property (the "Property"), located at 3975 Mission Inn Avenue, Parcel numbers 214-212-005 and 214-212-006, situated in the City of Riverside, County of Riverside, State of California, described as follows:

See attached Exhibit "A"

B. Declarants have submitted an application to the City of Riverside ("City") in Planning Case 03-3115 to establish a retail bakery and parking lot on the Property.

C. As a condition of approval of Planning Case 03-3115, Declarants are required to execute and record a Covenant and Agreement subject to review and approval of the Legal and Planning Departments, that creates a single development site for the development of a retail bakery and parking lot.

D. Declarants desire to record a Covenant and Agreement acceptable to the Legal and Planning Departments of City to hold the Property as one parcel and covenanting that no portion of the property shall be sold separately.

NOW, THEREFORE, incorporating the above recitals, Declarants hereby declare that the Property is and hereafter shall be held, conveyed, transferred, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declaration, limitations, covenants, conditions, and restrictions. All of the covenants, conditions, limitations and restrictions

shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or any parcel or portion thereof, and shall be binding and inure to the benefit of each successor and assignee in interest of each such party. The Declarants hereto mutually agree as follows:

1. Property to be Held as One Parcel. Declarants hereby agree that the Property and each parcel of the Property, shall only be occupied, sold, transferred, conveyed, leased and used as one, single parcel.

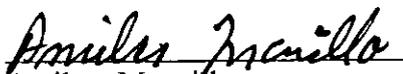
2. Noncompliance. In the event of noncompliance with any provision under this Covenant and Agreement and Declaration of Restrictions, the City may take any and all enforcement actions provided for by any provision of the Riverside Municipal Code, or exercise any other remedy under the law to which the City may be entitled. Should the City bring an action to enforce the terms of this Covenant and Agreement, the prevailing party shall be entitled to costs of suit, including reasonable attorneys' fees.

3. Successors. This Covenant and Agreement and Declaration of Restriction to Hold Property as One, shall run with the land and shall be binding upon and inure to the benefit of Declarants, their heirs, successors, future owners, encumbrancers, and assigns with respect to the subject Property, without any rights herein being deemed personal to any of them.

4. Deemed Consent. Any person who now or hereafter owns or acquires any right, title or interest in the Property or to any parcel of the Property shall be deemed to have consented and agreed to every covenant, condition and restriction contained herein whether or not any reference to this Covenant and Agreement and Declaration of Restrictions is contained in the instrument by which such person acquired an interest in the Property.

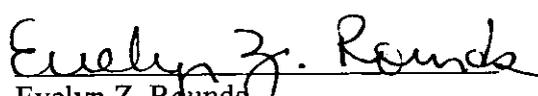
5. Consent of City Planning Director. This Covenant and Agreement and Declaration of Restrictions shall not be modified, amended or terminated without the prior written consent of the Planning Director of the City of Riverside, duly recorded.

IN WITNESS WHEREOF Declarants have caused this Covenant and Agreement to be executed the day and year first above written.

  
Amilcar Mancilla

  
Milvia Mancilla

  
William M. Rounds

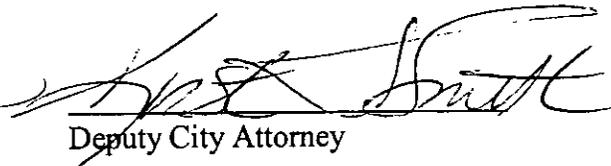
  
Evelyn Z. Rounds



APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

  
Planning Department

  
Deputy City Attorney

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CA 03-2561  
11/13/03



2003-987837  
11/18/2003 08:00A  
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CIA 860

EXHIBIT "A"  
LEGAL DESCRIPTION

PARCEL 1:

LOT 12 OF JOHN STONE'S RESUBDIVISION OF BLOCK 6, RANGE 9, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 3, PAGE 19 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE PORTION THEREFOR DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LAND; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT, 50 FEET; THENCE EASTERLY, PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, 15 FEET; THENCE NORTHERLY, PARALLEL WITH THE WESTERLY LINE OF SAID LOT, 50 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT; THENCE WESTERLY, ALONG THE NORTHERLY LINE OF SAID LOT, 15 FEET, TO THE POINT OF BEGINNING.

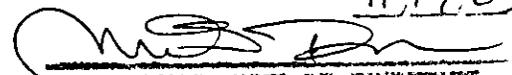
PARCEL 2:

LOT 13 OF JOHN STONE'S RESUBDIVISION OF BLOCK 6, RANGE 9, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 3, PAGE 19 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTHEASTERLY 50 FEET THEREOF.

DESCRIPTION APPROVAL

11.17.03

  
CITY OF RIVERSIDE



2003-907037  
11/18/2003 08:00A  
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C/A 860

STATE OF CALIFORNIA )  
 )ss  
COUNTY OF RIVERSIDE )

On 11/14/03, before me, Melvia Posjena, the undersigned, a notary public in and for said State, personally appeared Edlyn + Michael Rando / Arnold + Melvia Mendilla 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.

Melvia Posjena  
Notary Signature



2003-907037  
11/13/2003 09:00A  
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STATE OF CALIFORNIA )  
 )ss  
COUNTY OF RIVERSIDE )

On 11/14/03, before me, Melvia Posjena, the undersigned, a notary public in and for said State, personally appeared Emilyn + Michael Purob / Amica + Melvia Morcilla 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.

Melvia Posjena  
Notary Signature



2003-907037  
11/18/2003 08:00A  
6 of 7

CIA 860-6

STATE OF CALIFORNIA )  
 )ss  
COUNTY OF RIVERSIDE )

On 11/14/03, before me, Melvia Posjena, the undersigned, a notary public in and for said State, personally appeared Enleyn + Michel Rouch / Amelia + Melvia Marcella 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.

Melvia Posjena  
Notary Signatufe



2003-907037  
11/18/2003 08:00A  
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CIA 860