

WHEN RECORDED, MAIL TO:

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

Project: Parcel Map 30369



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

This Covenant and Agreement and Declaration of Restrictions ("**Covenant and Agreement**") is made and entered into this 23 day of May, 2005 by HEC-Orangecrest, LLC, a California limited liability company ("**Declarant**"), with reference to the following facts:

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

Parcels 8 and 9 of Parcel Map 30369 as shown by
Map on file in Book 201 of Parcel Maps at Pages 77 through
79 thereof, Records of Riverside County, California.

B. The Property consists of approximately 6.14 acres located in the Orangecrest area, south and east of Bountiful Street, north of Van Buren Boulevard and west of Trautwein Road. The property is located within the City of Riverside ("**City**").

C. As a condition to the approval by the City of Case No. PM 30369, Declarant's predecessor in interest recorded a prior covenant on May 17, 2002, known as document #2002-261305 in the official records of the County of Riverside ("**Prior Covenant**"), to prohibit automobile oriented uses, including drive-thru restaurants, automobile services or repair, stereo installation or other similar uses, on Parcels 1, 4, 5, 8, and 9 of Parcel Map 30369.

D. On July 8, 2004, under Planning Case P04-0601, Declarant sought to amend the conditions of Parcel Map 30369 to facilitate the development of a commercial and retail center on the property which would include an automobile oriented use. In connection with the approval, the conditions set forth in the Prior Covenant as they relate solely to the Property were to be revised.

E. Declarant hereby desires to record a covenant and agreement acceptable to the Planning Department and the City Attorney's Office which meets the

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

conditions of Planning Case P04-0601 to amend the Prior Covenant as to the Property only.

NOW, THEREFORE, for the purpose of complying with a condition imposed by the City for the approval of Planning Case P04-0601, and revising the conditions for Parcel Map 30369 relating to Parcels 8 and 9, Declarant hereby covenants and agrees with the City 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. Parcels 8 of Parcel Map 30369 is hereby allowed to be developed with only one fast food drive-thru restaurant as shown on the approved plot plan, attached hereto as Exhibit "A". All remaining conditions and restrictions contained in the Prior Covenant are still in full force and effect.
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 hereinabove.
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 Declarants, their 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.
5. This Covenant and Agreement amends the Prior Covenant recorded on May17, 2002, as instrument number 2002-261305, as to the Property only and notwithstanding the recording of this covenant, all other terms and conditions of Prior Covenant is not affected by this covenant shall remain in full force and effect.

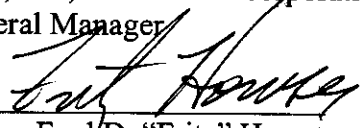
[SIGNATURES ON FOLLOWING PAGE]

**[SIGNATURE PAGE TO COVENANT AND AGREEMENT AND DECLARATION
OF RESTRICTIONS]**

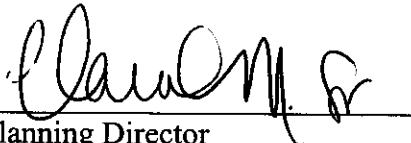
"Declarant"

HEC-ORANGECREST, L.L.C., a California
limited liability company

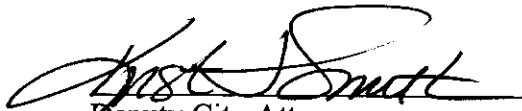
By: FHC, Inc., a California corporation
Its: General Manager


By: Fred D. "Fritz" Howser
Its: President

APPROVED AS TO CONTENT
AND AMENDMENT OF PRIOR
COVENANT:


Planning Director
Clara Miramontes

APPROVED AS TO FORM:


Deputy City Attorney
Kristi J. Smith

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

} ss.

On May 23, 2005 before me,

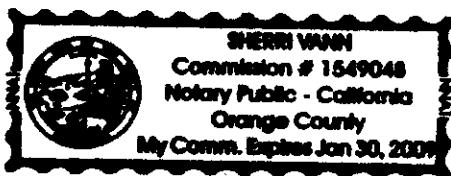
Sherri Vann

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Fritz Howser

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.

Sherri Vann

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: Amendment to Covenant and Agreement and Declaration of Restrictions on Future Uses of the Property

Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

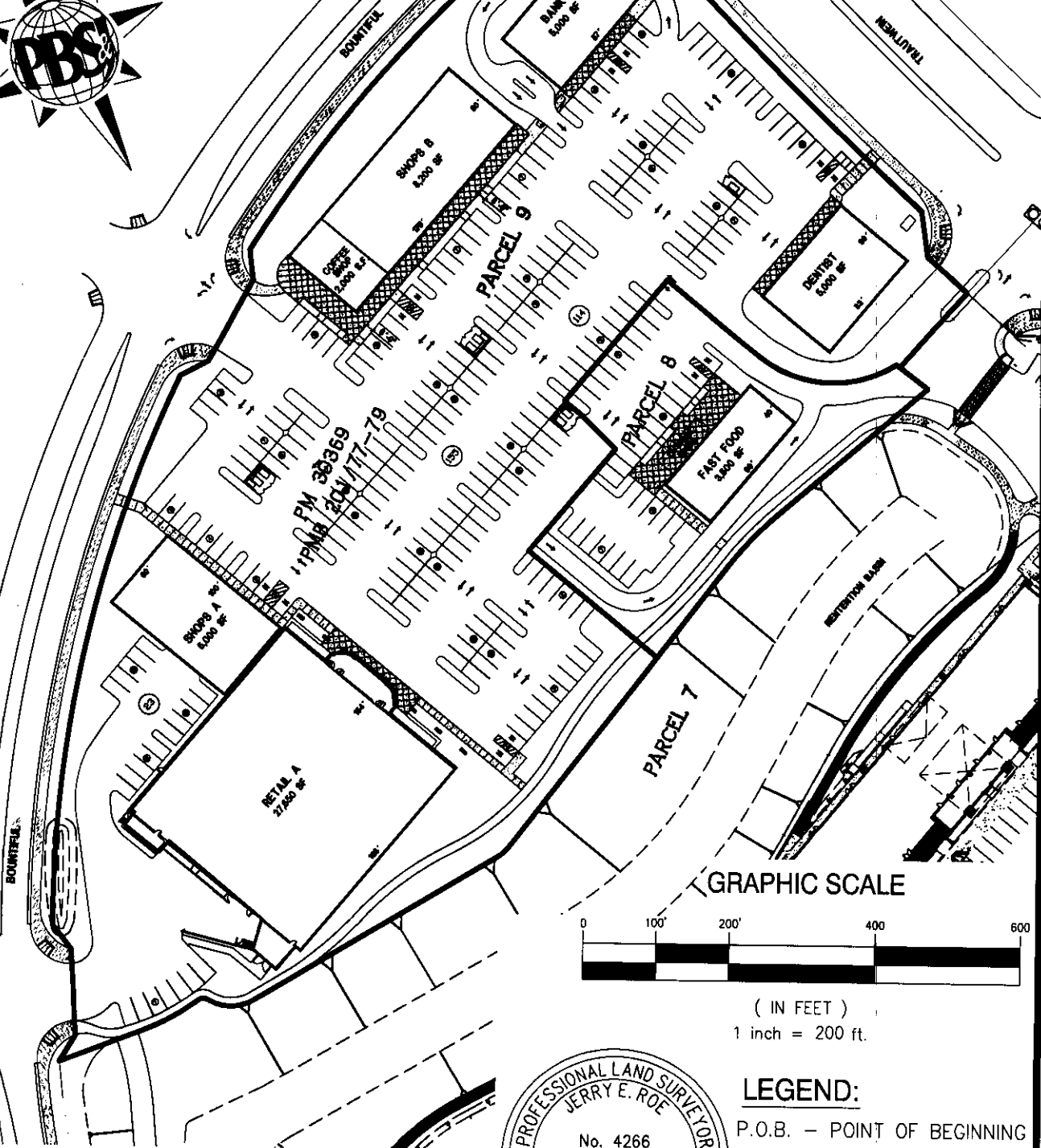
Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

PARCEL MAP NO. 30369

EXHIBIT "A"

MB 201/77-79
IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



LEGEND:

P.O.B. - POINT OF BEGINNING



Engineering
Planning
Surveying
Construction Services



10370 Hemet Street
Suite 200
Riverside, CA 92503
Tel: (951) 358-1433
Fax: (951) 358-1434

SHEET 2 OF 2



GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(909) 486-7000

<http://riverside.sarcclrec.com>

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: SHERI VANN

Commission #: 1549048

Place of Execution: ORANGE

Date Commission Expires: JAN 30, 2009

Date: JUN 15 2005

Signature: [Signature]