

DOC # 2015-0162073

04/22/2015 10:50A Fee:65.00

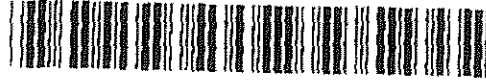
Page 1 of 6

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor, County Clerk & Recorder



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Lobb & Cliff, LLP
1650 Spruce St., Ste 410, Riverside, CA

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City Hall, 3900 Main Street
Riverside, CA 92522

PM 31936
Planning Case P04-0300

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First Amendment to Declaration of Covenants, Conditions and Restrictions for Reciprocal Easements

Title of Document



TRA: _____

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THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
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FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RECIPROCAL EASEMENTS

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Reciprocal Easements ("First Amendment") is made as of this 9th day of FEBRUARY, 2015, by Laura Lane Partnership, LLC, a California Limited Liability Company ("Declarant") with reference to the following:

A. Declarant is the fee owner of certain real property (the in the City and County of Riverside, State of California more particularly described as follows:

PARCELS 1 THROUGH 5 OF PARCEL MAP NO. 31936, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY MAP ON FILE IN BOOK 214, PAGES 41 AND 42 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

B. Declarant previously caused that certain Declaration of Covenants, Conditions and Restrictions for Reciprocal Easements (the "Declaration") to be recorded as Document # 2004-0623794 in the Official Records of Riverside County

C. Declarant now seeks to amend the Declaration as set forth below.

NOW THEREFORE, in consideration of these promises, and in order to accomplish the intent of Declarant expressed herein, Declarant hereby declares, covenants and agrees as follows:

1. **Definitions.**

1.01. The definition of "Shared Facilities" in the Declaration is hereby deleted and replaced with the following:

"Shared Facilities". The term "Shared Facilities" means the Easement Area; the Fire Protection Equipment; the Landscape Irrigation Pipeline; any water power, sewer, telecommunication or other utilities (other than the Fire Protection Equipment or Landscape Irrigation Pipeline) between the point where such utilities first enter the Property and ending at the foundation or exterior wall of any Improvements constructed on a Parcel served by such utilities; facilities for the diversion and disposal of surface water drainage that are located within the Easement Area, lighting fixtures illuminating the Easement Area including pole lighting, bollard lighting, and monuments, but excluding lighting fixtures mounted on the exterior of any buildings."

1.02. **"Improvements"**. The word "improvement" means the structures with which each Parcel is improved other than the Shared Facilities.

2. **Delegation of Maintenance Obligations.** For so long as Declarant remains the Owner of at least one Parcel at the Property, maintenance of the Shared Facilities and all exterior landscaping shall be performed by Declarant, with the exception of improvements and landscaping within the fenced yards of any Parcel. The Owner of each Parcel shall be liable for 1/5 of the cost of such maintenance and consents to Declarant's use of its affiliated contractor and property manager, the Magnon Companies, Inc., or contractors and subcontractors retained by the Magnon Companies for the performance of such maintenance activities. Charges by the Magnon Companies shall be commercially reasonable, but can include allowances for its overhead and profit. In the event an Owner fails to make such reimbursement within 30 days of written request, Declarant may enforce such Owner's obligations for reimbursement in accordance with Section 845 of the California Civil Code and Section 6.01 of the Declaration.

3. **Owner Consent before Alteration of Improvements.** No Owner or Occupant may make any alteration any Improvement on any Parcel that is visible from the exterior, including but not limited to structural alterations or additions, changes in paint scheme or alteration of other architectural features, without the prior written consent of at least the Owners of at least three other Parcels, said consent not to be unreasonably withheld, conditioned or delayed. Consent from an Owner which owns more than one Parcel shall count as consent from a number of Owners equal to the number of Parcels owned by such Owner. It shall be reasonable to withhold consent to any alteration that will materially interfere with use or maintenance of the Shared Facilities or which will materially alter the uniform appearance of the Property.


4. **Absence of Other Changes.** Except as to those provisions contained in the Agreement which necessarily conflict with the provisions contained in this First Amendment, all other provisions contained in the Agreement shall remain unchanged. Any capitalized terms not defined in this First Amendment shall have the meaning specified in the Agreement.

Laura Lane Partnership,
a California limited liability company


Deanna Magnon, Manager

Approved as to Content

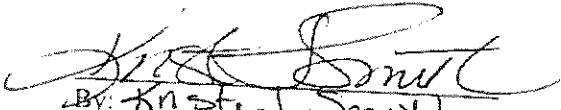
City of Riverside



By: Emilio Barrera
Its: Interim Community Dev. Director

Approved as to Form

City of Riverside
Office of the City Attorney



By: Kristi J. Smith
Its: Supervising Deputy
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of RIVERSIDE)

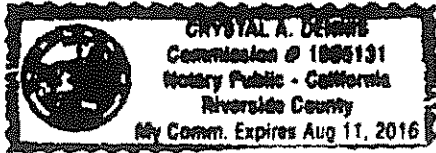
On EEB. 9, 2015 before me, CRYSTAL A. DENNIS, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared DEANNA MAGNON
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

C/A-1293

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

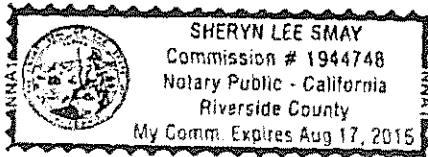
State of California)
County of Riverside)

On April 13, 2015 before me, Sheryn Lee Smay, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Emilio Ramirez
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Sheryn Smay
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CIA-1293