

WHEN RECORDED MAIL TO:

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

Project: R-72-867

COPY of Document Recorded
on FEB 27 1990s No. 65781
has not been compared with
original.
WILLIAM E. CONERLY
County Recorder
RIVERSIDE COUNTY CALIFORNIA

COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS FOR ACCESS, PARKING AND UTILITIES

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS FOR ACCESS, PARKING AND UTILITIES is made and
entered into this 27 day of Feb, 1990, by and between
JACK B. KNIGHT and BARBARA S. KNIGHT, husband and wife, and C.A.
LANE, a single man, hereinafter collectively referred to as "FIRST
PARTY"; and FAUD MODIRI, a single man, hereinafter referred to as
"SECOND PARTY", with reference to the following facts:

A. FIRST PARTY and SECOND PARTY own certain land located
within the City of Riverside, County of Riverside, State of
California, hereinafter collectively referred to as the "Property",
upon which various buildings are to be built. It is the intent of
FIRST PARTY and SECOND PARTY to utilize the Property and the
buildings as a unified commercial complex sharing the parking
located thereon among the various parcels of the Property.

B. FIRST PARTY is the fee owner of those parcels of the
Property described in Exhibit A, attached hereto and incorporated
herein by this reference, which parcels are hereinafter collectively
referred to as "Parcel A". SECOND PARTY is the fee owner of that
parcel of the Property described in Exhibit B attached hereto and
incorporated herein by this reference, which parcel is hereinafter
referred to as "Parcel B".

C. As a condition of approval imposed by the City of
Riverside in Zoning Case R-72-867 for the rezoning of the Property
to the General Commercial ("C-3") Zone, a Covenant and Agreement is
to be recorded to assure parking and access among the various
parcels of the Property whether they be in the same ownership or
under different ownership; and to ensure that the Property will be
developed as a single unified development.

NOW, THEREFORE, for the purpose of complying with a
condition of approval for the rezoning of the Property, FIRST PARTY
and SECOND PARTY hereby declare that the Property and Parcels A and
B thereof as now existing or hereafter reconfigured shall be

held, conveyed, transferred, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are declared and agreed to be in furtherance of a general plan for the development, improvement, protection and maintenance of the Property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value, desirability and attractiveness of the Property. All of the covenants, conditions, restrictions and easements 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 on or inure to the benefit of each successor and assignee in interest to each such party. Any conveyance, transfer, sale, assignment, lease or sublease made by FIRST PARTY and SECOND PARTY of a parcel or any portion thereof of the Property shall be and hereby is deemed to incorporate by reference all of the provisions of this document, including, but not limited to all the covenants, conditions, restrictions, limitations, grants of easements, rights, rights of way and equitable servitudes contained herein.

1. The Property and each parcel thereof shall be developed, as part of a unified commercial development with common architectural and landscape themes.

2. FIRST PARTY hereby grants to SECOND PARTY a nonexclusive easement for ingress, egress and parking for the use and benefit of and as an easement appurtenant to Parcel B of the Property and every portion thereof and as said parcel may hereinafter be configured on, over and across Parcel A of the Property as it now exists or may hereinafter be configured excluding therefrom those portions of said parcels currently developed or to be developed in the future with buildings.

3. SECOND PARTY hereby grants to FIRST PARTY a nonexclusive easement for ingress, egress and parking for the use and benefit of and as an easement appurtenant to Parcel A of the Property and every portion thereof and as said parcel may hereinafter be configured on, over and across Parcel B of the Property as it now exists or may hereinafter be configured excluding therefrom those portions of said parcel currently developed or to be developed in the future with buildings.

4. Those areas of the Property designated as parking areas shall be in conformance with plans for the development of the Property which may be approved by the City of Riverside and shall include the number of parking spaces required by the Riverside Municipal Code for all of the uses on the Property.

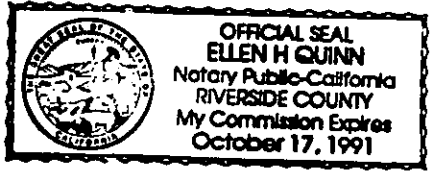
5. This Covenant and Agreement and Declaration of Restrictions and Grant of Easements for Access and Parking is made and entered into for the purpose of complying with certain conditions of approval imposed by the City for the rezoning of the

State of California
County of Riverside } SS.

On this the 27th day of November 1990, before me,

Ellen H. Quinn
the undersigned Notary Public, personally appeared

C. A. Lane



personally known to me
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it. WITNESS my hand and official seal.

Ellen H. Quinn
Notary's Signature

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Covenant + Agreement
Number of Pages 4 Date of Document 11/20/90
Signer(s) Other Than Named Above Jack B. Knight, Barbara S. Knight, + Faud Modiri

GENERAL ACKNOWLEDGMENT

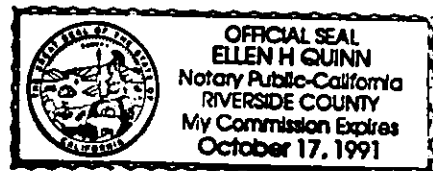
NO. 201

State of California
County of Riverside } SS.

On this the 26th day of November 1990, before me,

Ellen H. Quinn
the undersigned Notary Public, personally appeared

Jack B. Knight, Barbara S. Knight, and Faud Modiri



personally known to me
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed it. WITNESS my hand and official seal.

Ellen H. Quinn
Notary's Signature

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Covenant + Agreement
Number of Pages 4 Date of Document 11/20/90
Signer(s) Other Than Named Above NAME C. A. Lane

Property in Zoning Case R-72-867, and it shall not be extinguished, terminated, modified, amended or altered in any way except with the prior written and recorded consent of the City Council of the City of Riverside.

6. The terms of this Covenant and Agreement and Declaration of Restrictions and Grant of Easements for Access and Parking may be enforced by the City, or by any owner, lessee or tenant of any parcel of the Property. Should the City or any owner, lessee or tenant bring an action to enforce the terms of this Covenant and Agreement and Declaration of Restrictions and Grant of Easements for Access and Parking, the prevailing party shall be entitled to costs of suit including reasonable attorneys' fees.

7. Any person who now or hereafter owns or acquires any right, title or interest in or to Parcel A or Parcel B or any portion thereof shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and easement contained herein; and (b) to have been granted and be subject to each of the applicable easements described in Paragraphs 2 and 3 hereof, whether or not any reference to this Covenant and Agreement and Declaration of Restrictions and Grants of Easements for Access and Parking is contained in the instrument by which such person acquired an interest in the Property.

8. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of each and every parcel of the Property and create mutual, equitable servitudes upon each parcel as the servient tenement in favor of the other parcels as the dominant tenement and create reciprocal rights and obligations among the respective owners of all of the parcels, and privity of contract and estate among all grantees of the parcels, their successors and assigns in interest. In addition, each of the provisions hereof shall operate as covenants running with the land for the benefit of the Property and each parcel thereof and shall inure to the benefit of all owners thereof, their successors and assigns in interest, and shall apply to and bind each successive owner of each parcel, their successors and assigns in interest.

IN WITNESS WHEREOF the parties hereto have caused this Covenant and Agreement and Declaration of Restrictions and Grant of Easements for Access and Parking to be duly executed the day and year first above written.

FIRST PARTY:

By J. B. Knight
JACK B. KNIGHT

By Barbara S. Knight
BARBARA S. KNIGHT

By C.A. Lane
C.A. LANE

NOV 27 1990
SECOND PARTY:

Faod Modiri
FAOD MODIRI

BP/2806A/sb/jm
10/30/90

APPROVED
[Signature]
ATTORNEY

R-72-867
7755 & 7769 Indiana Avenue
Jack B. Knight. Barbara S. Knight. C. A. Lane

EXHIBIT A

Those portions of the southwesterly half of Lot 14 in Block 21 of the lands of the Riverside Land and Irrigating Company, as shown by map on file in Book 1, Page 70 of Maps, records of San Bernardino County, California, described as follows:

Parcels 3 and 4 of Record of Survey on file in Book 22, Page 93 of Record of Surveys, records of Riverside County, California.

DESCRIPTION APPROVAL:

11, 20, 90
George P. Hutchinson
SUPERVISOR, CITY OF RIVERSIDE

R-72-867
7745 Indiana Avenue
Fuad Modiri

EXHIBIT B

Lot 32 of Galeta Manor, as shown by map on file in Book 26, Page 29 of Maps, records of Riverside County, California.

DESCRIPTION APPROVAL: 11, 20, 90
George P. Hutchinson
SURVEYOR CITY OF RIVERSIDE