

WHEN RECORDED MAIL TO:

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

Project: Building Permit for
11066 Hole Avenue
Riverside, California

RECEIVED FOR RECORD
Min. Past 2 o'clock P.M.

DEC 3 - 1990

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$
William [Signature]

COVENANT AND AGREEMENT ESTABLISHING EASEMENTS
FOR INGRESS AND EGRESS, PARKING, UTILITIES AND DRAINAGE

THIS COVENANT AND AGREEMENT is made and entered into
this 23 day of NOVEMBER, 1990, by JOSEPH L. BUNKER as
Trustee of the BUNKER TRUST dated April 27, 1987, hereinafter
referred to as "Declarant" with reference to the following facts:

A. Declarant is the fee owner of the three parcels of
real property (collectively referred to as the "Property")
in the City of Riverside, County of Riverside, State of
California, described as follows and hereinafter referred to
as Parcels A, B and C, respectively:

Parcel A

Lot 5 in Block 35 of LA SIERRA GARDENS, shown by
map on file in Book 11, Pages 42 through 50
inclusive of Maps, records of Riverside County,
California.

Parcel B

Lot 6 in Block 35 of LA SIERRA GARDENS, shown by
map on file in Book 11, Pages 42 through 50
inclusive of Maps, records of Riverside County,
California.

Parcel C

Lot 20 in Block 35 of LA SIERRA GARDENS, shown by
map on file in Book 11, Pages 42 through 50
inclusive of Maps, records of Riverside County,
California.

Parcel A bears the street address of 11066 Hole Avenue,
Riverside, California. Parcel B bears the street
address of 11062 Hole Avenue, Riverside, California.
Parcel C bears the street address of 11085 Whitford
Avenue, Riverside, California, but is more commonly
known as 11061 Whitford Avenue, Riverside, California.

B. The Property is currently developed with a used car
lot and is in the General Commercial ("C-3") Zone. An

DESCRIPTION APPROVAL 11/14/90
Joseph L. Bunker
SURVEYOR, CITY OF RIVERSIDE

CA 224

application has been filed with the City of Riverside (the "City") for a building permit for a new garage and for certain remodeling.

C. As a condition to the issuance of the building permit imposed by the City, Declarant must provide documentation for Planning and Legal Department approval to assure mutual access for ingress, egress, parking and/or utilities across all parcels of the Property.

D. Declarant intends by this document to comply with the conditions above noted and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of the Property and the improvements constructed thereon, and the future owners of each of the Parcels fo the Property, and for the same purpose to reserve and grant easements over portions of the Property.

NOW, THEREFORE, Declarant hereby declares that the Property is and hereafter 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 imposed as equitable servitudes pursuant to a general plan for the development of the Property for the purpose of enhancing and protecting the value and attractiveness of the Property, and each Parcel thereof, in accordance with the plan for the improvement of the Property, and to comply with certain conditions imposed by the City of Riverside for the issuance of a building permit for the further development of the Property. All of the covenants, conditions, limitations, 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 and inure to the benefit of each successor and assignee in interest of each such party. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant of a Parcel of the Property shall be and hereby is deemed to incorporate by reference all of the provisions of this Covenant and Agreement including, but not limited to, all the covenants, conditions, restrictions, limitations, grants of easement, rights, rights of way and equitable servitudes contained herein.

1. Definitions. In addition to the definitions hereinbefore set forth, the following words or phrases when used in this Covenant and Agreement (except when the context otherwise requires) shall have the following definitions:

(a) "Building Areas" shall mean those areas on each parcel of the Property upon which buildings are to be constructed pursuant to plans approved by the City and building permits issued therefor.

(b) "Common Area" shall mean all the area of Parcels A, B and C of the Property other than Building Areas.

(c) "Owner" shall mean any person, whether an individual, corporation, association or otherwise, in which title to a Parcel is vested, as shown by the Official Records of Riverside County, California. Declarant shall be deemed the Owner of all unsold or retained Parcels until Declarant shall have executed or caused to be recorded in the Office of the County Recorder of Riverside County, California, an instrument of conveyance conveying the respective Parcel. If more than one person is owner of a Parcel, then all such persons shall be jointly and severally liable for all obligations herein of the Owner of a Parcel.

(d) "Parcel" or "Parcels" shall mean the Parcel or Parcels of the Property hereinabove described.

2. Common Area Use.

(a) Declarant hereby establishes and grants nonexclusive easements for ingress, egress, parking, drainage, sanitary sewers, and private utilities on, over and across the Common Areas of each Parcel of the Property, and as each such Parcel may hereinafter be configured, for the use and benefit of and as easements appurtenant to the remaining Parcels of the Property. The driveways, walkways and parking areas shall be installed on each Parcel in accordance with plans approved by the City for the development of the Property and each Parcel thereof.

(b) The easements hereinabove granted or established shall include all rights necessary and proper for the installation, construction, maintenance, repair, replacement and use of sewer, electricity, water, gas, telephone, cable television, storm drains and other utilities required for those commercial uses permitted on the Property. The cost of repair of the driveways, parking areas and landscaped areas due to the installation, construction, repair or maintenance of a private utility to serve any Parcel of the Property shall be borne exclusively by the Owner of such Parcel.

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

3. Barriers. No walls, fences, or barriers of any kind shall be constructed or maintained on the Common Area, or any portion thereof, by any Owner, tenant or person which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including without limitation, of

pedestrians and vehicular traffic between the Parcels; provided, however, reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as access driveways to the parking areas on the Property are not closed or blocked. The only exceptions to this provision shall be for incidental encroachments upon the Common Area which may occur as a result of the use of ladders, scaffoldings, barricades and similar facilities resulting in temporary obstruction of the Common Area, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction or maintenance work being expeditiously pursued.

4. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Common Area to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this document shall be strictly limited to and for the purposes herein expressed. The right of the public or any person to make use whatsoever of the Common Area of the Property, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is solely by permission, and subject to the control of the Owner(s). Notwithstanding any other provision herein to the contrary, the Owner(s) may periodically restrict ingress and egress from the Common Area in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress or egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such time as to have a minimum effect on the parties hereto.

5. Non-Merger. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Parcels described herein, or any parts thereof, is vested in one party or entity.

6. Effect of Covenant and Agreement. Any person who now or hereafter owns or acquires any right, title or interest in or to any Parcel of the Property 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 Paragraph 2 hereof, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in the Property.

7. Mutuality, Reciprocity, Run with Land. 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 the Parcels, and privity of contract and estate among all grantees of the Parcels, their successors and assigns in interest.

