

WHEN RECORDED MAIL TO:

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

Project: Building Permit for
11010 Wells Avenue
Riverside, California

359533
FREE RECORDING-
Exempt Pursuant to
Government Code S6103

RECEIVED FOR RECORD
AT 8:30 O'CLOCK

OCT 17 1991

Recorded in Official Records
of Riverside County, California

W. J. [Signature]
Recorder
Fees \$ [Signature]

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 20th day of March, 1991, by ELI M. PAVONI and KAREN A. PAVONI, husband and wife, as joint tenants, as to an undivided 68 percent interest, and BARBARA J. SHEPARD, a married woman, as to an undivided 32 percent interest, the owners of record of the following described real property situated in the City of Riverside, County of Riverside, State of California, which property is referred to herein as Parcel 1, Parcel 2 or Parcel 3 or collectively as the Property:

PARCEL 1

That portion of Lot 15, Block 30 of LA SIERRA GARDENS, as shown by Map on file in Book 11, Pages 46 to 50, inclusive, of Maps, Records of Riverside County, California, lying Southeasterly of the Southeasterly line of the Southwesterly prolongation of Wells Avenue.

PARCEL 2

Lot 21 in Block 30 of LA SIERRA GARDENS, as shown by Map on file in Book 11, Pages 42 to 50, inclusive, of Maps, Records of Riverside County, California; EXCEPTING THEREFROM that portion described as follows:

BEGINNING at the Northwesterly corner of said Lot;

THENCE South 78° 54' 24" East along the Northerly line of said Lot, 44.59 feet;

THENCE South, 59° 07' 45" West, 59.97 feet to a point on the Westerly line of said Lot;

DESCRIPTION APPROVAL:

SURVEYOR CITY OF RIVERSIDE

THENCE North 11° 06' East, along the Westerly line of said Lot, 40.10 feet to the point of beginning.

PARCEL 3

Lot 22 in Block 30 of LA SIERRA GARDENS, as shown by Map on file in Book 11, Pages 42 to 50, inclusive, of Maps, Records of Riverside County, California.

WHEREAS the undersigned desire to remodel and enlarge the existing food processing plant and offices situated on the Property by adding a new office building and a new shipping and receiving building to Parcel 2; and

WHEREAS the Riverside Municipal Code requires that off-street parking be provided for this use on the same lot or within three hundred feet; and

WHEREAS the City of Riverside has required that provision be made for ingress, egress and parking to serve each parcel; and

WHEREAS the undersigned desire to maintain the property as a unified development with shared ingress, egress and parking as shown on Exhibit A, attached hereto and incorporated herein; and

WHEREAS the undersigned desire to restrict the property with the easements and the obligations contained herein;

NOW, THEREFORE, the undersigned hereby covenant and agree with the City of Riverside as follows:

1. Easements for ingress and egress and access to parking spaces by the owners, lessees and tenants of Parcels 1, 2 and 3 and their employees, invitees and guests, which easements are appurtenant to and for the use and benefit of Parcels 1, 2 and 3, are hereby established over and across that portion of Parcels 2 and 3 shown on Exhibit A for driveway use.

2. Easements for parking by the owners, lessees and tenants of Parcels 1, 2 and 3 and their employees, invitees and guests, which easements are appurtenant to and for the use and benefit of Parcels 1, 2 and 3, are hereby established over and across that portion of Parcels 2 and 3 shown on Exhibit A for parking spaces.

3. The easement areas described in paragraphs 1 and 2 above shall be maintained in accordance with the standards of the City of Riverside for private parking lots and driveways and in a good, usable and safe condition at all times and in accordance with the parking requirements of the Riverside Municipal Code. The total number of parking spaces on the Property shall at all times meet or exceed the number required by the Riverside Municipal Code for all the uses on the Property.

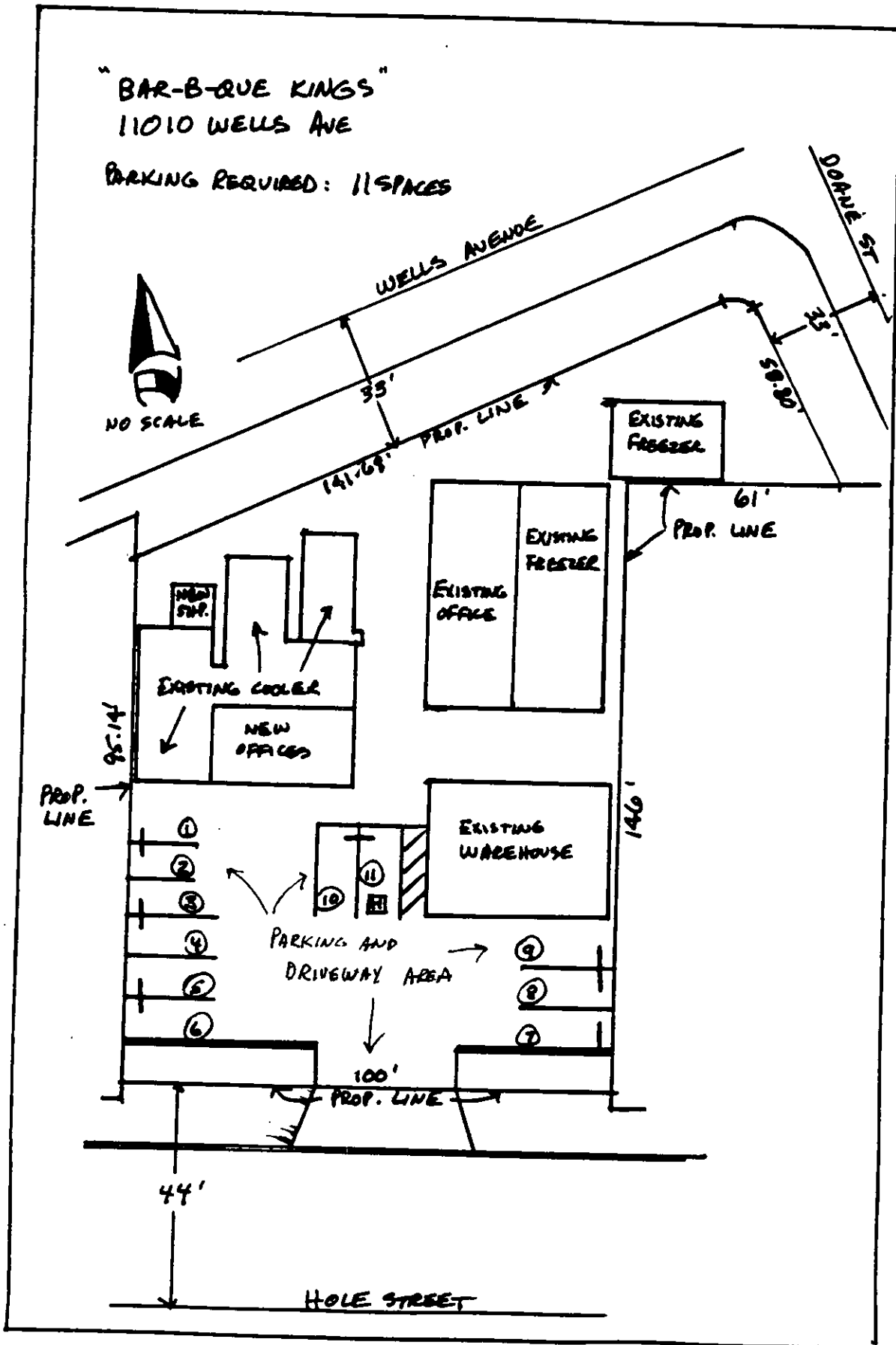


EXHIBIT A

X

4. In the event any of the Property is sold or leased or the ownership is otherwise changed, as the parcels are conveyed, the grantor shall grant and/or reserve, as appropriate, the above-described ingress and egress easements and parking easements.

5. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors or assigns, or by any owner, lessee or tenant of any of the Property. Should the City or any owner, lessee or tenant 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 reasonable attorneys' fees, expert witnesses' fees and reasonable costs of suit.

6. This Covenant and Agreement and Declaration of Restrictions shall run with the land and shall be binding upon the undersigned, their heirs, successors and assigns, and shall continue in effect until such time as it is released by the City Council of the City of Riverside.

IN WITNESS WHEREOF the undersigned have caused this Covenant and Agreement and Declaration of Restrictions to be executed the day and year first written above.

Eli M. Pavoni

ELI M. PAVONI

Karen A. Pavoni

KAREN A. PAVONI

Barbara J. Shepard

BARBARA J. SHEPARD

359535

STATE OF CALIFORNIA
COUNTY OF Riverside ss.

On March 20, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared

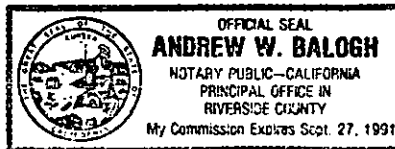
Eli M. Pavoni, Karen A. Pavoni and

Barbara J. Shepard

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.

WITNESS my hand and official seal.

Signature *[Handwritten Signature]*



(This area for official notarial seal)