

191512

WHEN RECORDED MAIL TO:

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

Project: 4046-4094 Chestnut Street  
3963 Eleventh Street

RECEIVED FOR RECORD  
Min. Post 2 o'clock

MAY 24 1990  
Recorded in Official Records  
of Riverside County, California  
William E. Stewart  
RECORDER  
Fee \$

COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 18th. day of May, 1990, by DONALD R. PARRIN (hereinafter referred to as "Parrin"), owner of record of the following described real property (hereinafter referred to as Parcel 5) and CHESTNUT ASSOCIATES, A GENERAL PARTNERSHIP (hereinafter referred to as "Chestnut"), owner of record of the following described real property (hereinafter referred to as Parcel 1, Parcel 2, Parcel 3, and Parcel 4). Parcel 1, Parcel 2, Parcel 3, Parcel 4, and Parcel 5 shall hereinafter collectively be referred to as the "Real Property". Parrin and Chestnut shall hereinafter collectively be referred to as "Declarants". The Real Property is situated in the City of Riverside, County of Riverside, State of California and more particularly described as follows:

Parcel 1

Lot 8 of Stewart and Kingston's subdivision of Block 10, Range 9 of the Town of Riverside, as shown by Map on file in Book 3, Page 20, of maps, records of San Bernardino County, California.

Parcel 2

Lot 11 of Stewart and Kingston's subdivision of Block 10, Range 9 of the Town of Riverside, as shown by Map on file in Book 3, Page 20, of maps, records of San Bernardino County, California.

May 18, 1990

CLA 107

## Parcel 3

The westerly rectangular 103 feet of Lot 12 of Stewart and Kingston's subdivision of Block 10, Range 9 of the Town of Riverside, as shown by Map on file in Book 3, Page 20, of maps, records of San Bernardino County, California.

## Parcel 4

The westerly rectangular 103 feet of Lot 15 of Stewart and Kingston's subdivision of Block 10, Range 9 of the Town of Riverside, as shown by Map on file in Book 3, Page 20, of maps, records of San Bernardino County, California.

## Parcel 5

That portion of Lots 12 and 15, as shown by Map entitled "Plat of the Subdivision of Block 10, Range 9 of the City of Riverside" shown by Map on file in Book 3, Page 20 of Maps, Records of San Bernardino County, California, more particularly described as follows: Beginning on the Southwest line of said Lot 15, 103 feet Southeasterly from the most Westerly corner of said Lot; thence Northeasterly and parallel with the Northwesterly line of said Lots 15 and 12, 100 feet to a point on the Northeast line of said Lot 12; thence Southeasterly along the Northeasterly line of said Lot 12, 56 feet to an alley, as shown on said map; thence Southwesterly along the Northwesterly line of said alley, to the most Southerly corner of said Lot 15; thence Northwesterly along the Southwesterly line of said Lot 15, 56 feet to the point of beginning.

DESCRIPTION APPROVAL: 5/23/90  
*George P. Hutchinson*  
 SURVEYOR, CITY OF RIVERSIDE

## RECITALS

WHEREAS Declarants desire to construct an office building development consisting of five individual office buildings on the above described Real Property; and,

WHEREAS Declarants desire to provide ingress and egress, parking areas, and private utility services to serve the above described Real Property; and,

WHEREAS Declarants desire to provide for the maintenance of landscape and parking areas on the above described Real Property; and,

WHEREAS Declarants desire to restrict the use of the above described Real Property; and,

WHEREAS Declarants desire to prohibit discrimination and to provide forms of Nondiscrimination and Nonsegregation Clauses for Deeds, Leases, and Contracts;

NOW, THEREFORE, Declarants declare the Real Property is, and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following limitations, restrictions, reservations, easements, covenants, conditions, servitudes, liens and charges, all of which are declared and agreed to be in furtherance of the contemplated development, and all of which are declared and agreed to be for the purpose of enhancing, maintaining, and protecting the value and attractiveness of the Real Property. All of the limitations, restrictions, easements, reservations, covenants, conditions, servitudes, liens, and charges shall run with the land, shall be binding on and inure to the benefit of all the parties having or acquiring any right, title, or interest in the Real Property, are for the benefit of the Real Property, and shall be binding and shall inure to the benefit of the successors in interest of such parties.

1. Uses

The Real Property and any part thereof shall be devoted to the uses specified therefor in that certain Redevelopment Plan approved and adopted on November 16, 1971, by the City Council of the City of Riverside by Ordinance No. 3872, and amended by Ordinance No. 3980, Ordinance No. 4108, Ordinance No. 4246 and Ordinance No. 5238 recorded in the Official Records of Riverside County California. The covenant contained in this paragraph 1 shall terminate upon the termination of the above described Redevelopment Plan.

2. Maintenance of Site

Declarants, their successors, their assigns and every successor in interest to Parcel 1, Parcel 2, Parcel 3, Parcel 4, and Parcel 5 shall maintain the improvements on their respective Parcel(s) and shall keep their respective Parcel(s) free from any accumulation of debris or waste material consistent with customary practice. Further, Declarants, their successors, their assigns and every successor in interest to Parcel 1, Parcel 2, Parcel 3, Parcel 4 and Parcel 5 shall keep the landscape on their respective Parcel(s) in a healthy condition as more fully set forth in paragraph 6. The covenant contained in this paragraph 2 shall terminate upon the termination of the above described Redevelopment Plan.

3. Obligation to Refrain from Discrimination

There shall be no discrimination against or segregation of any person, or group of persons on account of sex, age, sexual orientation, disability including the medical condition AIDS or any condition related thereto, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Real Property. Nor shall there be established or permitted any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Real Property. The covenants contained in this paragraph 3 shall remain in effect in perpetuity.

4. Form of Nondiscrimination and Nonsegregation Clauses

All Deeds, leases, and contracts pertaining to the Real Property shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of sex, age, sexual orientation, disability including the medical condition AIDS or any condition related thereto, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land herein conveyed. The foregoing covenants shall run with the land."

In leases: "The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of sex, age, sexual orientation, disability including the medical condition AIDS or any condition related thereto, marital status, race, color, religion, creed, national origin or ancestry in the leasing, subleasing, renting, transferring, use,

occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land herein leased."

In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of sex, age, sexual orientation, disability including the medical condition AIDS or any condition related thereto, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

The covenants contained in this paragraph 4 shall remain in perpetuity.

5. Easement for Ingress, Egress, Parking, Private Utilities

A non exclusive easement for the use and benefit of Parcel 1, Parcel 2, Parcel 3, Parcel 4, and Parcel 5 for purposes of ingress and egress, parking, maneuvering of motor vehicles, and private utility services is hereby established over, under, and across the following described portion of the Real Property (hereinafter referred to as "Easement Area"):

Portions of Lots 8, 11, 12 and 15, as shown by Map entitled "Plat of the Subdivision of Block 10, Range 9 of the Town of Riverside, in the City of Riverside, County of Riverside, State of California, shown by Map on file in Book 3, Page 20 of Maps, Records of San Bernardino County, California, more particularly described as follows:

The Easterly 93.00 feet of Lot 8.  
EXCEPT the Easterly 4.00 feet.  
ALSO EXCEPT the Northerly 5.00 feet.

The Easterly 98.00 feet of Lot 11.  
EXCEPT the Westerly 5.00 feet of the Northerly 34.00 feet of the Easterly 98.00 feet.

ALSO EXCEPT the Easterly 4.00 feet.

The Easterly 40.00 feet of the Westerly rectangular 103.00 feet of Lot 12 and the Westerly 52.00 feet of the Northerly 37.00 feet of the Easterly rectangular 56.00 feet of Lot 12.

The Easterly 40.00 feet of the Westerly rectangular 103.00 feet of Lot 15.

The Easement Area described herein shall be developed and maintained as a parking lot and driveway and shall be kept in a free and open condition at all times to permit unimpeded access to Parcel 1, Parcel 2, Parcel 3, Parcel 4, and Parcel 5. No structure shall be placed or constructed in the Easement Area. No parking of vehicles shall be permitted in the Easement Area except in designated parking spaces. The total number of parking spaces on the Real Property shall be at least the number required by the Riverside Municipal Code for all the uses on the Real Property. The Easement Area shall be developed and maintained, as hereinafter setforth, and 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.

Nothing contained herein shall limit the ability of the Declarants to establish walkways, curbs, gutters, trash enclosure(s) and landscaped areas as approved by the City of Riverside within the Easement Area.

In the event any of the Real 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 nonexclusive easements. The easements shall include all rights deemed reasonable and necessary for the construction, maintenance and use of parking lot and driveway facilities and private utility services.

The covenants contained in this paragraph 5 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 they are released by the City Council of the City of Riverside.

6. Maintenance of Landscape and Easement Area

The owners of the Real Property, sharing the cost equally (1/5th each), shall maintain the entirety of the Easement Area and all landscaping on the Real Property in good condition and repair including, but not necessarily limited to the following: inspection of the parking lot and driveway and repairing and resurfacing of same as may be required from time to time;

maintenance and repair of all sewer lines, water lines, drainage systems, electrical lines, telephone lines, gas lines, or other utility services installed in said Easement Area; inspection and repair of trash enclosure(s) located in the Easement Area; preservation and maintenance of any lighting and landscaping in the Easement Area; preservation and maintenance of any and all landscaping on the Real Property; and, maintaining of such Easement Area in a neat and clean condition. The need for the performance of such work shall be decided in writing by at least three (3) of the five (5) of the owners of the Real Property. Notice shall be given to all owners of the Parcels not less than ten (10) days prior to such work being performed or entering into contracts or agreements for the performance of such work. Any and all contracts or agreements for the performance of the above services shall be signed by at least two (2) of the Owners following the receipt of written approval of at least three (3) owners of the parcels approving the need for the work. Notwithstanding the above procedures, in the event of an emergency or a failure of the supply of utility services to a parcel, the same shall be promptly repaired in order to restore such services, without the need for the consent of the other Owners or the giving of more than one (1) business days prior written notice of such work.

Each of the owners of the Parcels shall be responsible for the payment of his one -fifth (1/5th) pro rata share of expenses incurred under this Paragraph 6. No owner shall be required to advance or loan monies on another Owner's behalf but each Owner shall pay within ten (10) days after demand, his estimated pro rata share of such costs and expenses. Such monies shall be deposited into a bank account selected by three (3) or more of the Owners and disbursed pursuant to their instructions.

In the Easement Area no signs or billboards of any kind, stored materials, trash or garbage containers, except the City approved trash enclosure in the easement area, or other uses inconsistent with the rights granted in this Declaration shall be allowed.

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received upon personal delivery to the party to whom the notice is directed or, if sent by mail, upon deposit in the United States mail, postage prepaid, certified mail, return receipt requested, at CHESTNUT ASSOCIATES, A GENERAL PARTNERSHIP, c/o Mac Tavish & Mac Duff Development Company, 3890 Tenth Street, Riverside, California 92501 for the Declarants (or such other address as may be specified by notice given pursuant to this paragraph) and to the street address of Parcel 1, Parcel 2, Parcel 3, Parcel 4 and Parcel 5 for each respective Owner of Parcel 1, Parcel 2, Parcel 3, Parcel 4, and Parcel 5.

The covenants contained in this paragraph 6 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 they are released by the City Council of the City of Riverside and all the Owners of the Real Property consent in writing to said release.

7. Enforcement

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 or tenant of any of the Real Property. Should the City or any owner 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.

The obligation to pay the pro rata share of the costs and expenses described in Paragraph 6 above shall be enforceable in equity. The same shall constitute a lien upon the Parcel of the Owner failing to make such payment. Said lien may be enforced and foreclosed in the same manner as a mortgage or deed of trust under the laws of the State of California.

Invalidity of any of the covenants or restrictions or any provisions herein contained by a judgement or court order shall not affect any other covenant or restriction or other provisions, which shall remain in full force and effect.

The breach of any of the foregoing provisions of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any Parcel or any portion of any Parcel, or any improvements thereon; but, nevertheless, each and all restrictions, reservations, covenants, and conditions shall remain at all times in full force and effect as against and shall be binding upon and shall be part of the estate acquired by any of the successors of anyone acquiring title under or through any such deed of trust or mortgage or any foreclosure.

The covenants contained in this paragraph 7 shall remain in effect in perpetuity.

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

CHESTNUT ASSOCIATES  
A General Partnership  
By: Mactavish & MacDuff  
Development Company  
A California Corporation

By: [Signature]  
Robert B. Blumenthal

APPROVED AS TO FORM

[Signature]  
Clarice Sweeney  
ASST. CITY ATTORNEY

PARRIN

[Signature]  
Donald R. Parrin

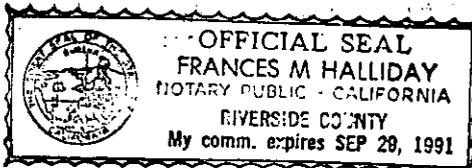
191512

STATE OF CALIFORNIA }  
COUNTY OF RIVERSIDE } ss.

On 5-18-90, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

DONALD R. PARRIN

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] John & M A

TO 446 C

(Corporation as a Partner of a Partnership)

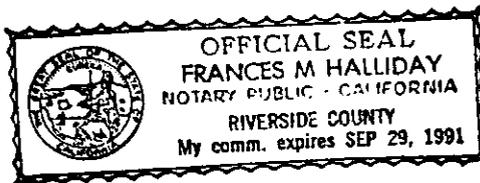
191512



STATE OF CALIFORNIA }  
COUNTY OF RIVERSIDE } ss.

On 5-21-90, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT B. BLUMENTHAL, known to me to be the \_\_\_\_\_ President, and \_\_\_\_\_, known to me to be the \_\_\_\_\_

Secretary of MACTAVISH & MACDUFF, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of CHESTNUT ASSOC., the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.



WITNESS my hand and official seal.  
Signature [Signature]  
FRANCES M. HALLIDAY  
Name (Typed or Printed)

01 (6/82) (Individual) First American Title Company

STAPLE HERE