

Recording Requested By  
**CHICAGO TITLE COMPANY**

Recording Requested By:  
The Magnon Companies  
1650 Spruce Street  
Suite 400  
Riverside, CA 92507

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK

FEB 28 1995

When Recorded Mail To:  
City Clerk  
City of Riverside  
City Hall  
3900 Main Street  
Riverside, CA 92522

Recorder in Urban District  
of Riverside County, California

Recorder  
Fees \$ 42-

Project: Parcel Map 28040

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR DRIVEWAY, LANDSCAPE, UTILITY  
AND DRAINAGE EASEMENTS

42  
12  
52

This Declaration of Covenants, Conditions and Restrictions for Driveway, Parking, Landscape, Utility and Drainage Easements ("Declaration") is made as of this 31<sup>st</sup> day of January 1995, by the MAGNON COMPANIES/HUNTER LIMITED - ONE, a California limited partnership (the "Declarant"), with reference to the following:

RECITALS

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

Parcels 1 and 2 of Parcel Map 28040 as shown by map on file in Book 185 of Parcel Maps, at pages 31 and 32 thereof, records of Riverside County, California.

The property consists of two parcels and throughout this Declaration, any individual parcel shall be referred to as a "Parcel" and together as the "Parcels" or the "Property". The owners of fee title to one or more Parcels or any portion thereof are referred to herein individually as an "Owner" or collectively as the "Owners".

B. Declarant has developed the Property as an industrial park, and in connection therewith intends to provide for the establishment of certain private, non-exclusive easements for ingress, egress, landscaping, utilities and drainage purposes (the "Easements"), over a portion of each Parcel (the "Easement Area") for the use and benefit of the other Parcel. The Easement Area and those portions of the Easement Area specifically designated for vehicular ingress and egress, and landscaping, are more particularly shown and described in the Driveway, and Landscape Plan for the Easement Area, attached as Exhibit "A" hereto and by this reference made a part hereof.

Chicago Title Insurance Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and efficiency or as to the effect upon the title to any real property that may be described therein.

DESCRIPTION APPROVAL W. S. ... SURVEYOR, CITY OF RIVERSIDE

C. Each Parcel may also have its own internal driveway, parking and landscape areas located outside of the Easement Area, which are intended to be compatible with the common driveway, parking and landscape areas within the Easement Area described herein.

D. Declarant is the fee title holder of the undeveloped parcel consisting of approximately 10.22 acres located northerly of the Property, which northerly parcel is more particularly described in Exhibit "B", attached hereto and by this reference made a part hereof. The parcel is located northerly of the Property and not a part of Parcel Map 28040; and shall be referred to as the "Northerly Parcel" and the owner of fee title of the Northerly Parcel shall be referred to herein as the "Northerly Parcel Owner".

E. The City of Riverside has imposed certain conditions on the approval of Parcel Map 28040 including the creation of private water line easement rights and sewer easement rights from Palmyrita Avenue through Parcel 1 and/or Parcel 2 to provide for future development of the Northerly Parcel, as well as mutual access for ingress, egress, parking and/or utilities across all parcels and to the Northerly Parcel. In addition, if fire protection is supplied to more than one parcel by a common fire service connection, a covenant is required to identify the owner (parcel) responsible for City water billing and to provide for the operation, maintenance, and replacement, as required, of all private common fire system facilities installed.

NOW THEREFORE, in consideration of the premises, and in order to accomplish the intent of Declarant expressed herein and to meet certain conditions imposed by the City of Riverside for the approval of Parcel Map 28040, the Declarant hereby declares, covenants and agrees as follows:

1. **Declaration.** Declarant hereby declares that each Parcel is and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the covenants, conditions, restrictions, reservations, easements, rights, servitudes, liens and charges set forth in this Declaration, all of which are declared and agreed to be in furtherance of and pursuant to the development of the Parcels, and all of which are declared and agreed to be for the purpose of protecting the value of the Parcels. The provisions set forth in this Declaration are imposed upon the Owners for the benefit of both Parcels and all Owners thereof. The provisions set forth in this Declaration shall be a burden upon and a benefit to the respective Parcels, the Owners thereof and their respective successors and assigns. All covenants set forth in this Declaration are intended as and are declared to be covenants running with the land as well as equitable servitudes upon the land.

2. **Grant of Easements.**

a. **Reciprocal Easements.** Declarant hereby reserves and grants to each Owner, and their respective successors and assigns, non-exclusive easements for ingress and egress by vehicular and pedestrian traffic, and for vehicular parking, landscaping, utility and drainage purposes, over, upon and across the Easement Area, each as more particularly described herein, lying within each Parcel, which Easements are hereby declared to be for the use and benefit of and appurtenant to the other Parcel. Declarant further reserves a temporary easement over all Parcels as may reasonably be required to facilitate construction of driveway, parking and landscaping improvements and installation of utilities and drainage facilities within the Easement Area, and to facilitate construction of buildings and improvements upon the remainder of each Parcel.

b. Easement for Benefit of Northern Parcel. Declarant hereby reserves and grants to the Northerly Parcel Owner and the successor and assigns of such Northerly Parcel Owner, non-exclusive easements for ingress and egress by vehicular and pedestrian traffic, and for utilities and drainage purposes for the use and benefit of and as easements appurtenant to the Northerly Parcel over, upon and across those portions of Parcel 1 and of Parcel 2 of the Property as shown on attached Exhibit "A" designated for such purpose. These easements shall only provide for water line, sewer pipeline, drainage lines, gas lines, telephone lines, other underground private utilities and for ingress and egress and drainage.

3. Effect of Access Easements. By the Easements reserved and granted herein, each Owner including the Northerly Parcel Owner, shall have a non-exclusive, reciprocal easement appurtenant to their respective Parcel, and each Owner a non-exclusive reciprocal easement burdening their respective Parcel for the benefit of the other Parcel and the Northerly Parcel, for ingress and egress, including vehicular access, within the common driveway ("Driveway") shown and described in the Driveway, Parking and Landscape Plan attached hereto, and as more fully described herein.

4. Absence of Parking Easements. Notwithstanding the Easements reserved and granted herein, each Owner including the Northerly Parcel Owner, along with its customers, invitees, licensees, tenants and customers, invitees and licensees of its tenants shall park only within the designated parking spaces located on the parcel owned by said Owner including the Northerly Parcel Owner.

5. Effect of Landscape Easements. By the Easements reserved and granted herein, each Owner shall have a non-exclusive, reciprocal easement appurtenant to their respective Parcel, and a non-exclusive, reciprocal easement burdening their respective Parcel for the benefit of the other Parcel, for landscaping purposes in the common landscape area ("Landscape Area") shown and described in the Driveway, Parking and Landscape Plan attached hereto, and as more fully described herein.

6. Effect of Utility and Drainage Easements. By the Easements reserved and granted herein, each Owner shall have a non-exclusive, reciprocal easement appurtenant to their respective Parcels, and a non-exclusive, reciprocal easement burdening their respective Parcels for the benefit of the other Parcel, for the installation, maintenance, repair and use of utilities, including water lines, gas lines, telephone lines, sewer lines, electrical lines, and drainage facilities within the Easement Area, and for surface water drainage over the Easement Area. In addition, the Northerly Parcel Owner shall have a non-exclusive easement appurtenant to the Northerly Parcel for the installation, maintenance, repair and use of utilities including water lines, gas lines, telephone lines, sewer lines, electrical lines and drainage facilities within the Easement Area and for surface water drainage over the Easement Area. All utilities and drainage facilities shall be installed and maintained below ground level (underground), except where the instrumentality of the particular utility is not amenable to underground installation (such as transformers, risers and surface drainage). No Owner, including the Northerly Parcel Owner, shall use any easement herein, including the easement described in this Paragraph 6, in a manner which unreasonably interferes with another Owners' use of enjoyment of its Parcel.

7. Easements Appurtenant to Parcels. The Easements provided for herein shall pass with the title to each Parcel including the Northerly Parcel. Every conveyance of an interest in any Parcel shall be deemed to have been made with reference to this Declaration, and shall be deemed to include the conveyance of an easement appurtenant to the Parcel being conveyed over the Easement Area, and the reservation of an easement over the Easement Area for the benefit of and appurtenant to the other Parcel.

8. **Driveway and Landscaping Area.**

a. **Use of Driveway Spaces.** The Driveway may be used for the benefit of the Owners, including the Northerly Parcel Owner, and their customers, invitees, licensees and tenants, and the customers, invitees and licensees of their tenants; provided, however, that the use by any person of the Driveway must be connected with or be incidental to a lawful use of the Parcel including the Northerly Parcel to which the easement for such Driveway is appurtenant.

b. **Restrictions on Use.** Except as otherwise provided herein, no use or operation shall be made, conducted or permitted on or with respect to all or any portion of the Driveway that would impede the flow of traffic thereon. Parking of vehicles shall be within the designated Parking Spaces. Nor parking or standing of any vehicles shall be allowed on the Driveway, and subject to the provisions of any applicable law or ordinance, any Owner may cause vehicles left unattended on the Driveway to be towed therefrom.

c. **Landscape Area.** Landscape Areas are for the enjoyment of all Owners and their customers, invitees, licensees and tenants, and the customers, invitees and licensees of their tenants, and no Owner or any other person shall remove, damage, alter or harm the landscaping improvements within the Landscape Area without the consent of the other Owners.

9. **Restriction on Barriers.** No walls, fences or barriers of any sort or kind shall be constructed or maintained in the Easement Area or any portion thereof which shall prevent or impair the use or exercise of any of the easements described herein, or the free access and movement of pedestrian and vehicular traffic between the Parcels including the Northerly Parcel, pursuant to the Driveway, Parking and Landscape plan attached hereto; 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 to the parking areas of the Property are not closed or blocked, and so long as the traffic circulation pattern of the Easement Area, as shown in the Driveway, Parking and Landscape Plan attached hereto is not changed or altered thereby.

10. **Acceptance of Drainage Waters.** Drainage waters from the Parcels, including the Northerly Parcel, are hereby accepted onto the Easement Area and into the privately owned and maintained drainage facilities located within the Easement Area. No structures, obstacles or other impediments shall be placed, maintained, or allowed to remain which would impair or impede the drainage waters from entering the private drainage facilities located within the Easement Area and being discharged onto the downstream Parcel(s).

11. **Installation of Utilities.**

a. **General.** Installation of utilities by each Owner, including the Northerly Parcel Owner, within the Easement Area shall be in conformity with all applicable local laws, ordinances, regulations, permits and approvals. To the maximum extent possible, respective Owners including the Northerly Parcel Owner shall consult with one another and coordinate their respective utility installation plan so as to provide the utilities for one Parcel including the Northerly Parcel will not interfere with the utilities, use or enjoyment of the other Parcel. Each Owner including the Northerly Parcel Owner installing, repairing, or maintaining such utilities shall do so with minimum disruption of the use of the Driveway, Parking and Landscape Areas, and shall give as much prior written notice to the other Owners as reasonably possible of the commencement and completion of such work.

b. Restrictions. In no event shall access over the Driveway be curtailed for any such utility work for more than seventy-two (72) consecutive hours without the permission of all other Owners. The Owner, including the Northerly Parcel Owner, on whose behalf the utility work is being conducted shall cause the Driveway, Parking, Spaces, Landscaping and other utilities and improvements to be repaired and restored to their former condition upon completion of such utility work.

c. Insurance. The Owner, including the Northerly Parcel Owner, on whose behalf the utility work is being conducted, shall obtain at said owner's own expense, or cause a contractor to obtain, public liability insurance from an insurer in good standing and licensed to do business in California with a financial rating in the most recent addition of Best's of at least A:XI to cover any and all claims or liability for accidents, injury, death, loss, or damage to any person or the property of any person, occurring on or about any Parcel and arising out of the course of installation and construction of the utility improvements, which insurance shall name all other Owners as additional insured's and shall have coverage limits of not less than \$1,000.00 for each individual and \$2,000,000 for each occurrence.

d. Hold Harmless from Liens. If any mechanic's or material men's lien is filed against any Parcel in connection with the installation, maintenance or repair of the utilities within the Easement Area the Owner, including the Northerly Parcel Owner, on whose behalf such installation, maintenance or repair is being conducted shall cause such lien to be paid and discharged of record, or take such action as maybe necessary to bond over and remove such lien prior to commencement of any action to foreclose such lien.

e. Indemnification. In addition to the foregoing obligations to obtain insurance coverage and keep the Parcels free from liens, each Owner, including the Northerly Parcel Owner, on whose behalf the installation, maintenance or repair of utilities is being conducted, shall indemnify, defend and hold the other Owners harmless from and against any loss, claim, liability or damage whatsoever arising out of such installation, maintenance or repair.

12. Maintenance of Driveway, Parking and Landscape Area. The Driveway, Parking and Landscape Area shall be maintained by the Owners in good condition and repair so that each Owner, including the Northerly Parcel Owner, may enjoy the benefit of the easements described in this Declaration.

a. Managing Owner. One Owner (the "Managing Owner") may be designated from time to time to have responsibility to provide for and coordinate the maintenance, repair, reconstruction and replacement of the Driveway, Parking and Landscape Areas for the benefit of all Owners, including the Northerly Parcel Owner. Initially, Declarant shall be the Managing Owner, and shall remain as the Managing Owner unless Owners of both Parcels of the Property agree in writing to remove Declarant as the Managing Owner, or until Declarant has conveyed its interest in all Parcels, at which time the term of Declarant as Managing Owner shall expire. Thereafter, each Owner shall be responsible for maintenance, repair, reconstruction and replacement of the Driveway, Parking and Landscape Area located on its respective Parcel in good condition and repair, unless Owners of both Parcels agree in writing to the selection of an Owner of a Parcel as the Managing Owner. Any such succeeding Managing Owner may resign at any time during which no Managing Owner is designated and the Owners are therefore individually responsible for the maintenance of the Driveway, Parking and Landscaping Areas on their own Parcels.

b. Maintenance Upon Default of Other Owners. Notwithstanding any language to the contrary in this Declaration, in the absence of a Managing Owner or failure of such Managing Owner to provide the necessary maintenance, repair, reconstruction and replacement, any Owner, for the benefit of itself and the other Owners, including the Northerly Parcel Owner, may undertake to cause any necessary and proper maintenance, repair, reconstruction and replacement of the Driveway, Parking and Landscape Areas and such Owner shall be entitled to reimbursement from the other Owners, including the Northerly Parcel Owner, for such Owner's out-of-pocket costs as provided in Paragraph 13 below.

c. Conduct of Repairs and Maintenance. Each Owner (including the Managing Owner, if applicable) undertaking to repair or replace any of the Driveway, Parking or Landscape Area improvements shall coordinate such work with the other Owners to provide for a minimum destruction of the use of the Easement Area shall cause such work to be completed in a good and workman-like manner, shall comply with all applicable laws, ordinances, regulations, permits and approvals, and shall obtain such public liability insurance and hold the other Owners harmless from mechanic's liens in the same manner as required in Paragraph 11 hereof.

13. Reimbursement of Managing Owner and Other Owners.

a. Right of Reimbursement. Each Owner (including the Managing Owner, if applicable) undertaking to repair or replace any of the Driveway, Parking or Landscape Area pursuant to Paragraph 12 above, shall be entitled to be reimbursed for their actual out-of-pocket costs properly incurred in maintaining, repairing, reconstructing and replacing the Driveway, Parking, and Landscape Area from the other Owner, including the Northerly Parcel Owner. Such Owner shall not be entitled to reimbursement for any general overhead or administrative expenses.

b. Allocation of Reimbursement Costs. Liability for reimbursement of such expenses shall be allocated between the Owners of the Parcels by the percentage based upon the current building land area (footprint) for each Parcel as set forth in the Allocation Schedule attached hereto as Exhibit "C" and by this reference, made a part hereof. The allocations set forth in Exhibit "C" shall remain in force for the life of this Declaration regardless of any subsequent alteration of the building or buildings on the Parcel or Parcels, provided, however, in the event the Northerly Parcel is developed, the Allocation Schedule shall be amended to reflect the building area of such Northerly Parcel, and amendment to this Declaration with the revised Allocation Scheduled shall be recorded. The Owner (including the Managing Owner, if applicable) undertaking to repair or replace any of the Driveway, Parking or Landscape Area improvements may bill the other Owners including the Northerly Parcel Owner according to their allocation for reimbursement as the expenses are incurred (but not more than once per calendar month nor less than once per calendar year), and shall provide such invoices, receipts, or other documentation of such expenses as may reasonably be requested. Such bill shall be due and payable within fifteen (15) days of receipt, and if not paid within thirty (30) days of receipt, shall bear interest from the date at the maximum rate allowable by law.

c. Enforcement of Reimbursement. The Managing Owner, or any other Owner entitled to reimbursement to this paragraph, shall have the right to enforce the provisions thereof for reimbursement by any and all remedies available at law or in equity, including filing suit, obtaining a Judgment in court and enforcing collection thereof in any manner provided by law, including obtaining a Judgment Lien against the property of the Owner including the Northerly Parcel Owner in default and foreclosing on such Judgment Lien. Alternatively, any such claim for reimbursement which is dealing with interest due thereon, may become a secured right without first obtaining a Judgment, and a Lien

therefore may attach to the Parcel owned by the defaulting Owner including the Northerly Parcel Owner, upon recording a Notice of Default and Claim of Lien in the recorder's office of Riverside County in the state of California, signed and certified, seeing the amount due, the name of the initial Owner and the legal description of the Parcel owned by such defaulting Owner. Priority of any Judgment Liens shall be determined in accordance with applicable law. The priority of any other liens obtained pursuant to this paragraph, shall be subordinate to any and all mortgages or deeds of trust now or hereafter covering any Parcel or portion thereof, and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed and lien of foreclosure or trustee's sale) under any such mortgage or deed of trust, shall take title free and clear from any such then existing lien, or otherwise it is subject to the provisions of this Declaration.

d. Waiver of Liability. Each Owner including the Northerly Parcel Owner forever releases any Owner (including the Managing Owner, if applicable) undertaking to repair or replace any of the Driveway, Parking or Landscape Area improvements from any loss, costs, claim, or liability resulting in any manner from the such Owner acting pursuant to Paragraph's 12 or 13 herein, except where solely caused by the gross negligence or willful misconduct of such Owner, or its agent(s) or employees.

e. Surcharge. Each Owner including the Northerly Parcel Owner shall reimburse the Managing Owner or otherwise pay for all costs of repair for any damage to the Driveway, Parking, and Landscape Areas, other than normal wear and tear, caused by the negligence or willful misuse of the Driveway, Parking, or Landscape Area by such Owner or its customers, invitees, licensees, or tenants, or by the customers, invitees or licensees of its tenants.

14. Insurance for Easement Area. Throughout the term of this Declaration, each Owner shall provide and maintain at its own cost and expense, public liability insurance against any and all claims or liability for personal injury, death or property damage occurring upon or arising out of the use, operation, maintenance or condition of the Easement Area located within the boundaries of their respective Parcels. The limits of liability coverage of such insurance shall not be less than \$1,000,000 for each individual and \$2,000,00 for each occurrence, and each policy shall name the other Owners as additional insureds. Such liability insurance shall be written by an insurer in good standing and licensed to do business in California with a financial rating in the most recent edition of Best's of a least A:XI or such other insurance company as is approved by both Owners. All such insurance policies shall expressly waive any right of subrogation which the insurer of a party may acquire against the other party by virtue of the payment of any loss covered by such insurance, to the extent such waiver clause or endorsement is available. Each Owner shall provide the other owners upon request with copies of a certificate or other evidence of such insurance prior to the expiration of any existing coverage which shall provide that the insurance shall not be cancelled, modified or nonrenewed except upon at least ten (10) days' prior written notice to the other Owners. Each Owner shall also provide the other Owners with copies of any notice of cancellation of such insurance.

15. Building Upkeep and Maintenance. Each Owner shall, at its own cost and expense, provide for appropriate and timely repair, reconstruction, upkeep and maintenance of the exterior of the buildings, driveways, landscaping and other improvements located on such Owner's Parcel and outside of the Easement Area, to assure that the remainder of the Parcel (outside of the Easement Area) is also maintained in good condition and repair and retains at all times the appearance of first-class industrial park.

16. **Fire Protection.** Utility and drainage easements described in Paragraph 6 shall include easements for the installation and maintenance of fire protection systems. The Owner of Parcel 1 shall be responsible for prompt receipt and payment on any water billing from the City of Riverside for the fire protection system. Payments made to the City of Riverside for the private fire protection system shall be subject to the reimbursement rights described in Paragraph 13 above. Maintenance of the private common fire protection system shall be performed in accordance with Paragraph 12 above, and the Owner, initially to be the Owner of Parcel 1, who performs such maintenance shall be entitled to reimbursement in accordance with Paragraph 13 of this Declaration.

17. **Taxes and Assessments.** Each Owner shall pay prior to delinquency all real estate taxes, assessments, and other charges which may be levied, assessed, or charged against its Parcel or any part thereof, including all portions of such Parcel within the Easement Area and which are subject to the easements described herein.

18. **Rights and Obligations Run with the Land.** The rights and obligations set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of Declarant and its successors and assigns with respect to each Parcel or portion thereof, and every conveyance of an interest in any Parcel shall be deemed to have been made subject to and incorporating the terms of this Declaration, provided, however, neither Declarant nor any successive owner of a Parcel or portion thereof shall be liable or responsible for any obligation under this Declaration accruing after the conveyance or transfer of their ownership of such Parcel or portion thereof, except for such obligations arising prior to such conveyance or transfer of ownership.

19. **Additional Documents.** To further implement this Declaration, each Owner agrees to and shall execute and deliver such deeds and other instruments as may be necessary or proper to grant or otherwise establish or confirm the easements described in this Declaration and the provisions hereof.

20. **Attorney's Fees.** The prevailing party in any action to enforce or interpret the terms of this Declaration, or any portion thereof, shall be entitled to an award of reasonable attorneys fees and legal costs incurred in such action, in addition to all other remedies to which such party may be entitled. In the event that the party entitled to the award of such attorneys fees and legal costs has successfully obtained a judgment for the nonpayment of Driveway, Parking or Landscape Area maintenance and repair expenses, then such judgment shall include the reasonable attorneys fees and legal costs awarded in such action.

21. **Waiver.** The waiver of, or failure to enforce, any breach or violation of any provisions of this Declaration shall not be deemed to be a waiver of the right to enforce, or be deemed to be a waiver of the right to enforce any subsequent breach or violation of such provisions.

22. **Severability.** Invalidation of any one of the provisions of this Declaration, or any part or parts thereof, shall not affect any of the other provisions of this Declaration, or any part or parts thereof, which shall remain in full force and effect to the greatest extent possible.

23. **Amendments.** This Declaration may be amended or modified at any time by recording in the Official Records of the County where the property described herein is situated, an instrument in writing reciting such amendment or modification, and bearing the acknowledged signatures of the Owners representing 75% or more of the land area of the Property described herein, provided, however, no amendment or modification shall be effective without the prior written consent of the Planning Director

of the City of Riverside.

24. **No Dedication.** The provisions hereof are not intended to and shall not constitute a dedication for public use, and the rights and easements herein created are private and for the benefit only of the parties hereto and their successors and assigns.

25. **Interpretation.** The laws of the State of California shall govern the interpretation, validity, performance and enforcement of this Declaration.

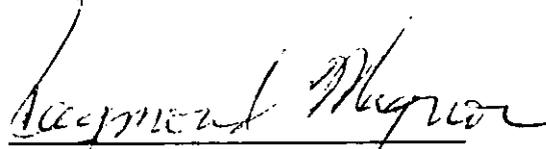
26. **Captions.** The captions used herein at the beginning of paragraphs are for convenience only, and shall not be used to interpret nor substitute for the text of this Declaration.

27. **Mortgages.** Nothing herein shall impose any liability or obligation upon the holder of any mortgage or deed of trust now or hereafter encumbering any Parcel, or any part thereof, which was made in good faith and for value, provided, however, the provisions hereof shall apply to and be binding upon any such holder who acquires ownership of any such property whether by foreclosure or deed in lieu of foreclosure. No breach or violation of any provision hereof shall defeat or render invalid the lien of any mortgage or deed of trust now or hereafter encumbering any Parcel, or any part thereof, which was made in good faith and for value.

28. **Declaration Effective upon Recordation.** This Declaration shall only be effective upon its recordation in the Official Records of the County where the Property described herein is located, which recordation shall take place in connection with the legal subdivision of the Property into its respective Parcels.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first written above.

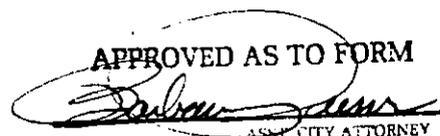
DECLARANT:

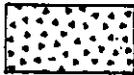
By: 

RAYMOND MAGNON, President  
of Magnon Companies,  
General Partner of Magnon  
Comanies/Hunter Limited-I,  
a California Limited  
Partnership.

[Notarial Acknowledgments Attached]

MAGNON\COVENANT.D01

APPROVED AS TO FORM  
  
ASSISTANT CITY ATTORNEY



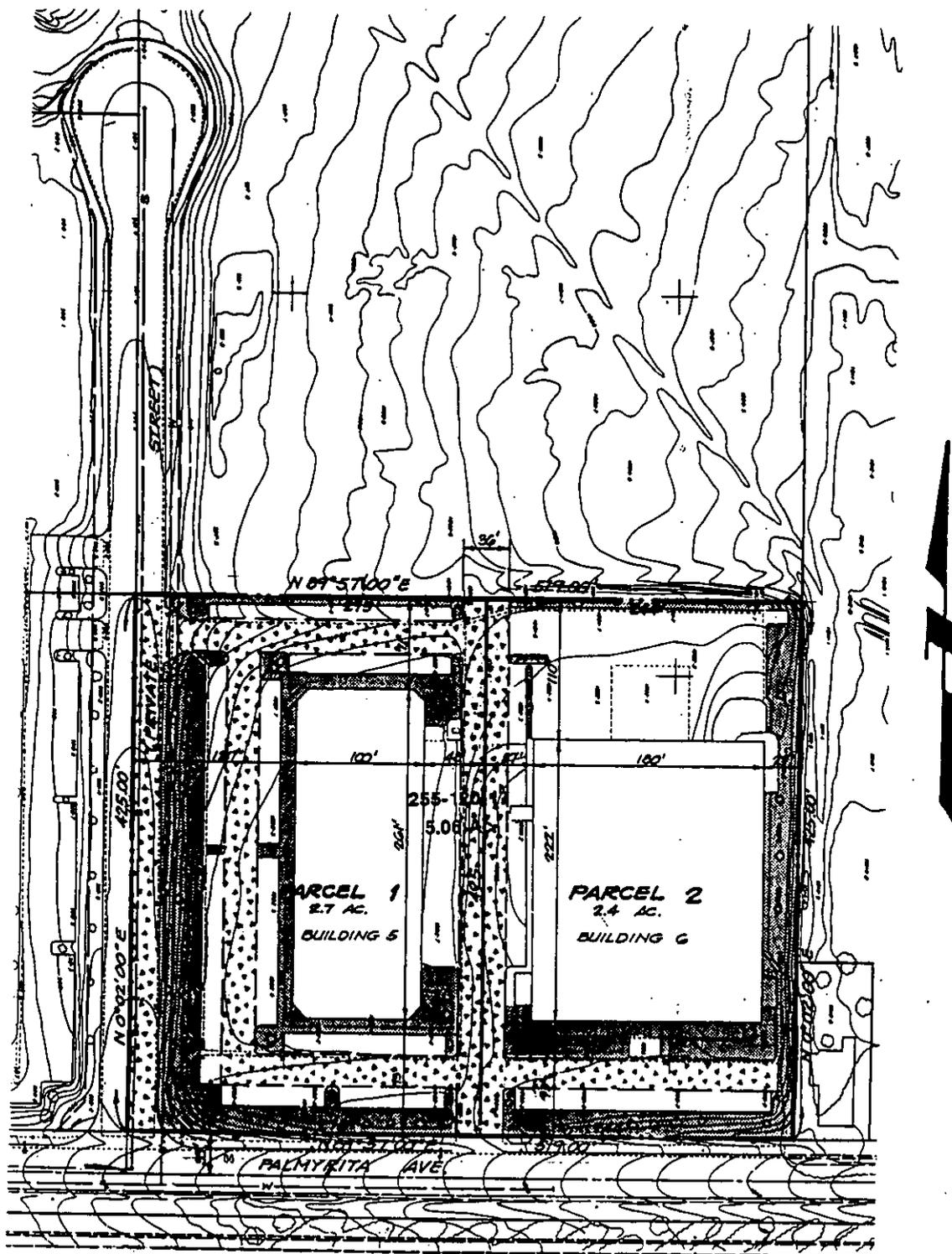
-INDICATES PORTION OF INGRESS, EGRESS, UTILITIES & DR/



PORTION OF EASEMENT



-INDICATES LIMITS OF LANDSCAPE, IRRIGATION & DRAINAGE PORTION OF EASEMENT



NOTE: ALIGNMENT OF ALL EASEMENTS ARE PARALLEL TO OR NORMAL TO ALL EXISTING IMPROVEMENTS.

**EXHIBIT "A"**

**LIMITS OF LANDSCAPING, DRAINAGE, UTILITIES AND ACCESS PORTIONS OF NON-EXCLUSIVE EASEMENT.**

**RICK ENGINEERING COMPANY**  
CIVIL ENGINEERS · SURVEYORS · PLANNERS

3080 CHICAGO AVE, SUITE 100, RIVERSIDE, CA 92507

PROJECT NUMBER 11961C

SCALE NO SCALE

DATE 12-19-94

THAT PORTION OF LOT 4 OF HERRICK'S SUBDIVISION, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

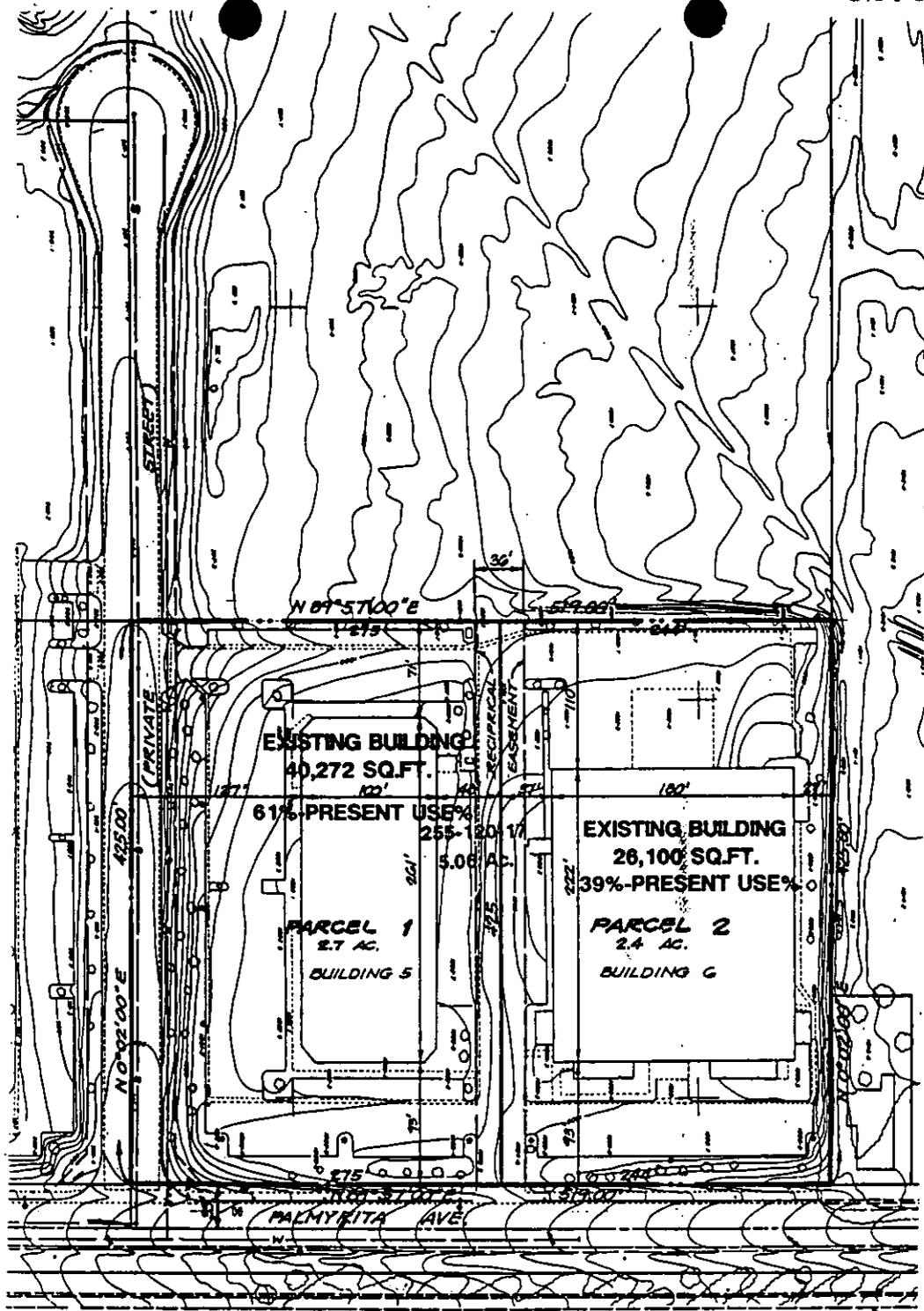
BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 AS SHOWN ON SAID MAP; THENCE NORTH 100.00 FEET ON THE WEST LINE OF SAID LOT 3; THENCE EAST 200.00 FEET; THENCE NORTHEAST TO THE NORTHEAST CORNER OF SAID LOT 4. TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION, 579.30 FEET EAST OF THE SOUTHWEST CORNER THEREOF, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY PROLONGATION OF THE EAST LINE OF THE LAND DESCRIBED BY DEEDS TO ARDOTH M. SCHWAB AS TRUSTEE RECORDED DECEMBER 21, 1987 AS INSTRUMENT NO. 268651 AND MAY 28, 1980 AS INSTRUMENT NO. 98493, BOTH OF OFFICIAL RECORDS OF SAID COUNTY, WITH SAID SOUTH LINE; THENCE NORTH 89°57'00" EAST, ON THE SOUTH LINE OF SAID SECTION 519.30 FEET; THENCE NORTH 00°02'00" EAST, 1,325.22 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 89°55'00" WEST, 519.00 FEET, TO THE NORTHEAST CORNER OF SAID LAND DESCRIBED TO ARDOTH M. SCHWAB AS TRUSTEE; THENCE SOUTH 00°02'00" WEST ON THE EAST LINE OF SAID PARCEL, 1,326.43 FEET TO THE POINT OF BEGINNING.

EXCEPT PARCEL THE SOUTHERLY 458.00 FEET THEREOF

DESCRIPTION APPROVAL 2/22/85  
M. G. Brown by W  
SURVEYOR, CITY OF RIVERSIDE

<b>EXHIBIT "B"</b> <b>LEGAL DESCRIPTION</b>	<b>RICK ENGINEERING COMPANY</b> CIVIL ENGINEERS · SURVEYORS · PLANNERS 3080 CHICAGO AVE., SUITE 100, RIVERSIDE, CA 92507	
	PROJECT NUMBER 11981C	
	SCALE NO SCALE	DATE 11-29-84



**EXHIBIT "C"**  
 LIABILITY FOR REIMBURSEMENT OF IMPROVEMENTS

<b>RICK ENGINEERING COMPANY</b>	
CIVIL ENGINEERS · SURVEYORS · PLANNERS	
3080 CHICAGO AVE., SUITE 100, RIVERSIDE, CA 92507	
PROJECT NUMBER	11961C
SCALE	NO SCALE
DATE	12-19-94