

AND WHEN RECORDED MAIL TO:

CITY CLERK  
CITY OF RIVERSIDE  
CITY HALL, 3900 MAIN STREET  
RIVERSIDE, CALIFORNIA 92522

PROJECT: TRACT MAP NO. 23027-1

RECEIVED FOR RECORD  
AT 8:00 O'CLOCK

MAR 22 1996

Recorded in Official Records  
of Riverside County, California  
Recorder

Fees \$ 12-

**COVENANT AND AGREEMENT FOR  
CITY OF RIVERSIDE FIRE DEPARTMENT REQUIREMENTS**

THIS COVENANT AND AGREEMENT FOR CITY OF RIVERSIDE FIRE DEPARTMENT REQUIREMENTS ("Covenant and Agreement"), dated this 7th day of March, 1996 (for reference purposes only), is made and entered into by SANDA GROUP, a California limited partnership, its successors, heirs and/or assigns ("Declarant"), with reference to the following.

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RECITALS

A. Declarant is the fee owner of the following described real property located in the City of Riverside, County of Riverside, State of California ("Property"):

Residential Lots 1 through 20, inclusive, and Lettered Lots A and B of Tract No. 23027-1, as shown by Map on file in Book 257, Pages 89 through 92, inclusive, of Maps, records of Riverside County, California.

B. Declarant has filed with the City of Riverside ("City") an application to develop the Property as a part of a residential planned development subdivision, as defined in Civil Code Section 1351(k), consisting of 20 Residential Lots and 2 Lettered Lots for private street and utility purposes.

Walter R. Shyne  
SURVEYOR, CITY OF RIVERSIDE

[COV-AGT.2 - 03/16/95]

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- C. As a condition of approval of the tentative map for Tract No. 23027, the City of Riverside is requiring Declarant to record a Covenant and Agreement satisfactory to the Fire Department and City Attorney of the City of Riverside to ensure that future buyers are informed of certain requirements related to fire protection and vehicular access.

**NOW, THEREFORE,** in accordance with a condition of approval for tentative Tract No. 23027 and in consideration of such approval, Declarant hereby covenants and agrees with the City of Riverside as follows:

1. Declarant shall comply with the following Fire Department requirements and shall notify all future buyers of the conditions set forth herein:
  - a. The Building Division and Fire Department shall inspect and approve the Property and any structures constructed thereon for the proposed use to ensure all standards and regulations imposed by the conditions of approval for tentative Tract No. 23027 are met.
  - b. Residential fire sprinklers shall be installed in accordance with City Ordinance No. 6019, or any successor ordinance of the City of Riverside. This condition shall be terminated if a court of law rules that City Ordinance No. 6019, or any successor ordinance, is invalid.
2. Declarant, by recordation of this Covenant and Agreement, prior to or concurrently with the recordation of the Map for Tract No. 23027-1, hereby gives notice to all prospective buyers of any Lot of the Property that the Property shall be subject to the foregoing Fire Department requirements.
3. The terms of this Covenant and Agreement may be enforced by the City of Riverside, its successors or assigns, or by any Owner or Tenant of any Lot of the Property. Should the City or any Owner or Tenant bring an action to enforce any of the terms of this Covenant and Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expert witnesses' fees and reasonable costs of suit.
4. This Covenant and Agreement shall run with the land and shall be binding upon Declarant, their heirs, successors and assigns and shall continue in effect until such time as it may be released by the City Council of the City of Riverside.
5. This instrument contains the entire agreement entered into by Declarant relating to the responsibilities herein agreed to and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by Declarant, approved by the City and recorded in the Office of the County Recorder of said County.

IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed the day and year written below.

SANDA GROUP,  
a California limited partnership

BY: HANDA DEVELOPMENT CORPORATION  
a California corporation, its general partner

X *[Signature]*  
By: MEI-JEN L. HONG  
its: President

DATED: 3/7/96

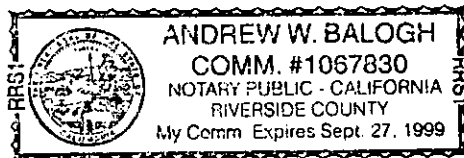
STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss.

On March 7, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared:

MEI-JEN L. HONG

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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

(SEAL)



*[Signature]*  
Notary Public