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RECORDING REQUESTED BY:

295192

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RECEIVED FOR RECORD
AT 8:00 O'CLOCK

AND WHEN RECORDED MAIL TO:

JUL 16 1998

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

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$ 18-

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SR

PROJECT: TRACT MAP NO. 28728-1

**COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS**

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS ("Covenant and Agreement"), dated this 8 day of June, 1998 (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.

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 23, inclusive, and Common Area Lots 24, 25, A and B of Tract No. 28728-1, as shown by Map on file in Book 272, Pages 10 through 12, 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 23 Residential Lots, 1 open space Common Area Lot, 1 Common Area Lot for private off-site access purposes and 2 Common Area Lots for private street purposes.

DESCRIPTION APPROVED 6/20/98
Walter R. Jags
CITY SURVEYOR, CITY OF RIVERSIDE

[28728\cov-agt.5: 12/29/94]

- C. As a condition of approval of the tentative map for Tract No. 28728, the City of Riverside is requiring Declarant to record a document, satisfactory to the Planning Department and City Attorney, wherein Declarant covenants and agrees to establish an association of homeowners ("Association") to maintain, manage and operate the Property and to record a Declaration of Covenants, Conditions, Restrictions and Easements ("Declaration") for the Association.
- D. Furthermore, the City requires the Declaration to include the following specific conditions, restrictions and easements:
1. Prohibit further subdivision of any Lots within the Property;
 2. Give notice to Owners of Lots in the Property that the Property is subject to the requirements and the standards for grading set forth in the Alessandro Heights Arroyo and Grading Preservation Study.
 3. Provide natural drainage easements over Lot lines;
 4. Restrict the keeping of livestock; and
 5. Restrict the use of Common Area Lot 25 to open space purposes only and maintain as such in perpetuity.

NOW, THEREFORE, in accordance with the conditions of approval for tentative Tract No. 28728 and in consideration of such approval, Declarant hereby covenants and agrees with the City of Riverside as follows:

1. The further subdivision of the Lots within the Property beyond the subdivision approved by the City is hereby prohibited. The Property shall be limited to twenty-three (23) single family Residential Lots, two (2) numbered Common Area Lots and two (2) lettered Common Area Lots.

2. Notice shall be given, in writing, to each prospective purchaser of any Lot of the Property prior to sale of the standards for grading upon the Lots within Tract No. 28728-1 as set forth in the Standards for Grading and Arroyo Preservation, ALESSANDRO HEIGHTS ("Grading Study") prepared by Smith, Peroni & Fox dated July 1989 as approved by the City Council of the City of Riverside on January 2, 1990. A copy of the Grading Study may be obtained from the Planning Department of the City of Riverside. The Notice shall be in such form and content as approved by the Planning and Legal Departments of the City.

3. There are hereby established, granted and reserved natural drainage easements over Lot lines within the Property to allow surface runoff water and storm water to flow according to natural drainage patterns on the Property; and the natural drainage pattern on the Lots may be altered with the development of a single family dwelling to the extent required to accommodate such development pursuant to a grading permit issued by the City of Riverside.

4. Each Owner of a Lot of the Property shall maintain the natural drainage facilities upon such Lot in a good, usable and safe condition at all times, shall keep such drainage facilities free from obstruction and shall make any repairs as may be necessary to ensure proper drainage.

5. The Lots in the Property shall be conveyed, leased and/or held subject to the restriction that livestock will not be kept or maintained on any Lot which may exceed one (1) acre in size, notwithstanding that such use on Lots exceeding one (1) acre in size would otherwise be permitted by the zoning regulations of the City of Riverside. The prohibition herein stated shall apply to the animals listed in Section 19.10.020(4) of the Riverside Municipal Code or as said subsection may be amended from time to time.

6. Declarant shall establish an Association to maintain, manage and operate the Property, and to record a Declaration for the Association.

7. Declarant or the Association shall maintain the open space easement over Common Area Lot 25, as shown on the recorded Map for Tract No. 28728-1. Lot 25 is intended for open space purposes only and that it shall be kept free of buildings, structures, materials, equipment, earthfill or deposits and that no grading, construction, fencing or access over the Lot by the public is permitted thereon. The open space easement may be maintained by an agreement with the Riverside Land Conservancy subject to the approval of the Planning and Legal Departments.

8. Declarant, by recordation of this Covenant and Agreement, prior to or concurrently with the recordation of the Map for Tract No. 28728-1, hereby gives notice to all prospective buyers of any Lot of the Property that the Property shall be subject to the foregoing specific covenants, conditions, restrictions and easements set forth in the Declaration.

9. 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.

10. This Covenant and Agreement shall run with the land and shall be binding upon Declarant, its 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, provided however, this Covenant and Agreement shall terminate and be of no further force and effect at such time as a Declaration of Covenants, Conditions, Restrictions and Easements for the Association is recorded containing the above provisions, and a Notice to that effect, is executed by the Planning Director of the City and duly recorded.

11. 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: HANDE DEVELOPMENT CORPORATION
a California corporation, its general partner

X *J J Hg*
By: MEI-JEN L. HONG
its: President

APPROVED AS TO FORM
Kathleen M. Boyce
ASST. CITY ATTORNEY

Dated: June 8, 1998

STATE OF CALIFORNIA)
COUNTY OF Riverside) ss.

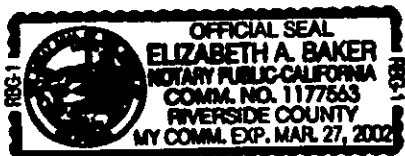
On June 8, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared:

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)



Elizabeth A. Baker
Notary Public