

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

AND WHEN RECORDED MAIL TO:

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

JUL 16 1998

Recorded in Official Records
of Riverside County, California

Recorder

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PROJECT: TRACT MAP NO. 28728-1

**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 _____
day of June 8, 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

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.

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. This development shall be maintained and operated by an
association of homeowners ("Association") governed by a Declaration of
Covenants, Conditions, Restrictions and Easements which Declarant intends
to record in the Office of the County Recorder.

DESCRIPTION APPROVAL 6/16/98
Walter R. Spivey
CITY OF RIVERSIDE
A.
B.
for

- C. As a condition of approval of the tentative map for Tract No. 28728, 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, vehicular access and private street maintenance.

NOW, THEREFORE, in accordance with a condition 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. 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. 28728 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.
 - c. A public water system shall be provided and maintained.
 - d. Streets and fire apparatus access roads shall meet public street standards.
 - e. Any entry gates shall meet Fire Department requirements for access and be equipped with key box (KNOX) devices.
2. 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 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.
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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: HANSA DEVELOPMENT CORPORATION
a California corporation, its general partner

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

Dated: June 8, 1998

APPROVED AS TO FORM
[Signature]
ASST. CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF Riverside) ss.

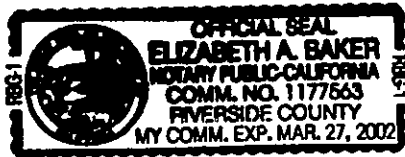
On June 8, 1998, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared:

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)



[Signature]
Notary Public