

Recording Requested By
First American Title Company

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Page 1 of 3

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder

WHEN RECORDED MAIL TO:

City Clerk
City of Riverside
City Hall, 3900 Main Street
Riverside, CA 92522



Project: Tract No. 25486, Lot 2
6120 Omega Street

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COVENANT AND AGREEMENT
FOR FENCE RESTRICTIONS

THIS COVENANT AGREEMENT is made and entered into this 21st day of August, 2001 by Mark G. Nicolaisen (the "Declarant") with reference to the following facts:

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DESCRIPTION APPROVAL 8/29/01
 by Walter R. Inge
 SURVEYOR, CITY OF RIVERSIDE

3012687-12

- A. Declarant is the owner of the real property (the "Property") consisting of the lot (Lot 2,) located in the City of Riverside, County of Riverside, State of California, and described as follows:

Lot 2
Lot 2, of Tract 25486 as shown by map on file in Book 273 of Maps at pages 52 through 55, thereof, records of Riverside County, California

- B. Declarant desires to improve the property as part of a residential subdivision. Declarant has submitted building plans to the City of Riverside (the "City") and has constructed a new residence.

NOW, THEREFORE, for the purpose of complying with one of the conditions imposed by the City of the Tract 25486 and case DR-090-901 (revised) and in consideration of such approval, the Declarant hereby covenants and agrees with the City as follows:

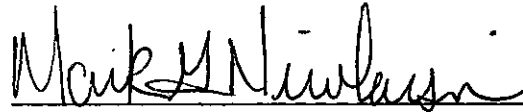
- All fencing locations and designs on the property shall be in accordance with plans for said fence prepared and submitted to the City of Riverside, Design Review for Staff review and approval under Cases DR-090-901 and DR-126-001 received prior to commencement of construction of said fence.
- Construction of all fencing on the property shall comply with the City Design Review Approved Plans.
- Any person who now or hereafter owns or acquires any right, title or interest in the property shall be deemed (a) to have considered and agreed to every covenant, condition, and restriction contained herein; and (b) to have been granted and be

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subject to the terms established in Paragraph 1, above, whether or not any reference to the Covenant and Agreement is contained in the instrument by which such person acquired an interest in such lot.

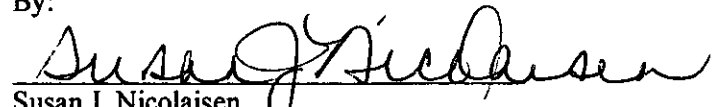
4. The terms of this Covenant and Agreement shall run with the land, and shall be binding upon Declarant, its successors and assigns, and shall not be amended, modified or terminated without the written consent of all the owners of the lot and of the Planning Director of the City duly recorded.
5. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors or assigns. Should the City of Riverside bring an action to enforce the terms of the Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit.

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

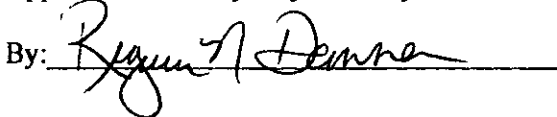

Mark G. Nicolaisen

I am the spouse of Mark Nicolaisen, and I hereby consent, covenant and agree to the Covenant and Agreement for Fence Restrictions herein above described to the City of Riverside, a municipal corporation of the State of California.

By:


Susan J. Nicolaisen

Approved for use by City Attorney

By: 

Approved for use by City Planning Department

By: 