



WHEN ACCORDED MAIL TO:

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

Project: Tract No.25486-4 Lots 2, and 4
5872 and 5886 Via Susana

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COVENANT AND AGREEMENT
FOR FENCE RESTRICTIONS

THIS COVENANT AGREEMENT is made and entered into this 31
day of October, 2001 by Beren, a California Limited Partnership, (the "Declarant")
with reference to the following facts:



- A. Declarant is the owner of the real property (the "Property") consisting of the lot ("Lots 2 and 4,") located in the City of Riverside, County of Riverside, State of California, and described as follows:

Lots 2 and 4

Lots 2 and 4, of Tract 25486-4, as shown by map on file in Book 272 of Maps, at pages 60 through 63, thereof, records of Riverside County, California.

- B. Declarant desires to improve the property as part of a residential subdivision. Declarant or future owners will be submitting building plans to the City of Riverside (the "City"), or is constructing new residences.

DESIGN REVIEW APPROVAL
11/2/01
GARY L. ORSO
ASSASSOR, COUNTY CLERK & RECORDER

NOW, THEREFORE, for the purpose of complying with one of the conditions imposed by the City of the Tract 25486-4 and case DR-090-901 (Revised) and in consideration of such approval, the Declarant hereby covenants and agrees with the City as follows:

- 1. 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 case.

No's. DR-097-990 and DR-058-990 received prior to commencement of construction of said fence.

2. Construction of all fencing on the property shall comply with the City Design Review Approved Plans.
3. 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 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 attorney's fees, expert witness fees and reasonable costs of suit.

IN WITNESS WHERE OF the Declarant have caused this Covenant and agreement to be executed the day and year first above written.

Beren, a California Limited Partnership
By: Bergum Construction Company
A California Corporation
It's General Partner

Approved As to Form & Content

By: Kathleen M. Gonzales
City Attorney

By: Christian O Bergum
Christian O Bergum
Vice President

Approved for use
City Planning Department

By: Diana Jenkins



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CIA 740

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Bernardino } SS

On 10/31/01, before me, Misty Gilbertson, Notary Public
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")
personally appeared Christian O. Bergum
Name(s) of Signer(s)

personally known to me
 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



Place Notary Seal Above

WITNESS my hand and official seal
Misty Gilbertson
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages _____

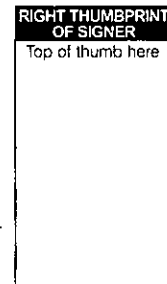
Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer

Signer's Name _____

- Individual
- Corporate Officer — Title(s) _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other _____

Signer Is Representing _____



56-6

CIA 740