

6132 OMEGA

DOC # 2002-374928

07/09/2002 08:00A Fee:13.00

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Recorded in Official Records

County of Riverside

Gary L. Orse

Assessor, County Clerk & Recorder

WHEN ACCORDED MAIL TO:

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



Project: Tract No.25486, Lot 3  
6132 Omega Street

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COVENANT AND AGREEMENT  
FOR FENCE RESTRICTIONS

C  
AS

THIS COVENANT AGREEMENT is made and entered into this 11TH  
day of JUNE, 2002 by Beren, a California Limited Partnership, (the "Declarant")  
with reference to the following facts:

DESCRIPTION APPROVAL 6/12/02  
by  
Walter R. Ayres  
SURVEYOR, CITY OF RIVERSIDE  
for

A. Declarant are the owner of the real property (the  
"Property") consisting of the lot ("Lot 3") located  
in the City of Riverside, County of Riverside, State  
of California, and described as follows:

Lot 3

Lot 3 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 or future  
owners will be submitting building plans to the  
City of Riverside (the "City"), or is constructing  
new residences.

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 covenant and agrees with the City  
as follows:

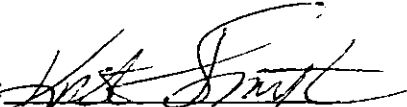
1. All Fencing locations and designs on the property shall be in  
accordance with plans for said Fence prepared and submitted to the  
City of Riverside, Design Review for Staff review and approval prior  
to commencement of construction of said fence.

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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 on action to enforce the terms of the Covenant and Agreement and Declaration of restrictions, the prevailing party shall be entitled to responsible 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.

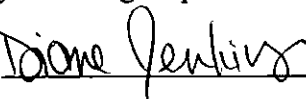
Approved as to Form & Content

By:   
Deputy City Attorney

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

By:   
Christian O. Bergum  
Vice President

Approved for use  
City Planning Department

By: 



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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

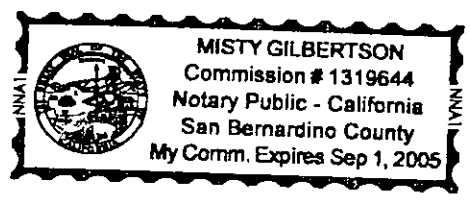
State of California }  
County of San Bernardino } ss.

On 6/11/02, before me, Misty Gilbertson, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Christian O Bergam  
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.



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

Place Notary Seal Above

**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: \_\_\_\_\_

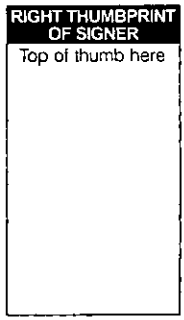
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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: \_\_\_\_\_



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