

Recording Requested By
First American Title Company

DOC # 2003-198049

03/20/2003 08:00A Fee:NC

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:



AND WHEN RECORDED MAIL TO:

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

PROJECT: TRACT MAP NO. 28728-2

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**COVENANT AND AGREEMENT
FOR REVERSE FRONTAGE WALLS AND LANDSCAPING
MAINTENANCE RESPONSIBILITIES**

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THIS COVENANT AND AGREEMENT FOR REVERSE FRONTAGE WALLS AND LANDSCAPING MAINTENANCE RESPONSIBILITIES ("Covenant and Agreement"), dated this 27th day of February, 2003 (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 14, inclusive, and Common Area Lots 15, 16, and B, of Tract No. 28728-2, as shown by Map on file in Book 331, Pages 86 through 90, 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 14 Residential Lots, 2 open space Common Area Lots, and 1 Common Area Lot for private street purposes.
- C. This development shall be maintained and operated by an association of homeowners ("Association") governed by the Declaration of Covenants, Conditions, Restrictions and Easements recorded July 20, 1998 as Instrument No. 298202 ("Declaration") and the First Amendment to the Declaration recorded October 19, 2001 as Instrument No. 2001-509668, both in the Official Records of the Riverside County Recorder.
- D. As a condition of approval for Tract Map No. 28728-2, the City of Riverside is requiring Declarant to record a Covenant and Agreement, satisfactory to Park and Recreation and Legal Departments, ensuring the maintenance by the Association of certain reverse frontage walls and landscape areas, along with the adjacent landscaped parkways within the public right-of-way along Cresthaven Drive and within easements on adjacent Residential Lots ("Reverse Frontage Maintenance Area"). Reverse frontage shall mean and refer to land located within easements over portions of Residential Lots 1, 9, 11, 13, and 14 of Tract No. 28728-2, lying between a concrete block wall and the parkway within the public right-of-way along the adjacent public street. The Reverse Frontage Landscape Maintenance Area easements are shown on the recorded Map for Tract No. 28728-2.

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- E. Declarant desires to augment the City of Riverside's Park and Recreation Department standard Street Tree Policy requirements by planting additional nonconforming trees within the public right-of-way along the easterly side of Cresthaven Drive.
- F. The City of Riverside's Park and Recreation Department is willing to approve the enhanced street tree plantings desired by Declarant, subject to Declarant or the successor Association assuming, by recording this Covenant and Agreement, all responsibility for the nonconforming street trees, including the continued maintenance and trimming of the trees, and the replacement of the trees, as necessary.

NOW, THEREFORE, in accordance with certain conditions of approval for Tract Map No. 28728-2 and in consideration of such approval, Declarant hereby covenants and agrees with the City of Riverside as follows:

1. Declarant shall install and construct certain improvements within the Reverse Frontage Landscape Maintenance Area consisting of the following: reverse frontage concrete block walls, street trees and landscaping, an irrigation system and walkways within the easements for such purposes over portions of Lots **1, 9, 11, 13, and 14**, as shown on the recorded Map for Tract No. 28728-2; and an irrigation system and landscaping within the adjacent parkway located in the public right-of-way along Cresthaven Drive all per Reverse Frontage Landscape Improvement Plans prepared by t.i. maloney, inc., (reference no. PC 3735-R2), which Plans are subject to approval by the City of Riverside.
2. The plans for the Maintenance Area improvements and Street Trees must be submitted to the Planning, Public Works, and Park and Recreation Departments for review and approval prior to map recordation.
3. Commencing on the date of the close of escrow for the first sale of a Lot in the Property, the Association shall conduct all of the maintenance, repair and replacement of the Maintenance Area improvements and Street Trees and shall be responsible for all of the services, costs, and other common expenses in connection with said improvements.
4. The standard of maintenance, repair, replacement and costs for the Maintenance Area improvements and Street Trees by the Association shall be the same as the standards set forth in the recorded Declaration and in accordance with the Association budget for the Property filed with the Department of Real Estate.
5. Declarant, by recordation of this Covenant and Agreement, prior to or concurrently with the recordation of the Map for Tract No. 28728-2, hereby gives notice to all prospective buyers of any Lot of the Property that the Property shall be subject to the foregoing maintenance responsibilities.
6. 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.
7. This Covenant and Agreement shall run with the land and shall be binding upon Declarant, its heirs, successors and assigns and shall continue in effect until such time as it may be released by the Park and Recreation Director of the City of Riverside, by a writing duly recorded in the Official Records of Riverside County, California.
8. 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 Park and Recreation Director of the City of Riverside and recorded in the Office of the County Recorder of Riverside County, California.



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

"Declarant":

SANDA GROUP, a California limited partnership

By: HANDA DEVELOPMENT CORPORATION
a California corporation, its general partner

X Yang Chang Hong
By: YANG-CHANG HONG
its: President

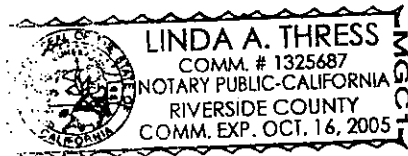
STATE OF CALIFORNIA)
COUNTY OF Riverside) ss.

On Feb 27, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared:

Yang Chang 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)




Linda A. Thress
Notary Public



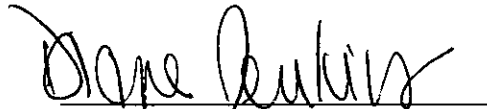
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APPROVED AS TO FORM:


Deputy City Attorney

APPROVED AS TO CONTENT:


Planning Department



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