

WHEN RECORDED MAIL TO:

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

Project: TM-29296

DOC # 2004-0507602

06/30/2004 08:00A Fee:16.00

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Recorded in Official Records

County of Riverside

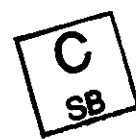
Gary L. Orso

Assessor, County Clerk & Recorder



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COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS AND EASEMENTS



17

This Covenant and Agreement and Declaration of Restrictions and Easements is made and entered into this 19th day of Dec. 2003, by **GOLDSTONE DEVELOPMENT INC.**, a California corporation ("Declarant") with reference to the following facts:

A. Declarant is the fee owner of that certain real property (the "Property") located in the City of Riverside, County of Riverside, State of California, described as follows:

The south 620 feet of the north 1,840 feet of the west one-half of the southeast quarter of section 1, township 3 south, range 5 west, San Bernardino base and meridian, in the County of Riverside, State of California, as shown by United States Government Survey.

Now known as Lots 1 through 8, inclusive, of Tract No. 29296 in the City of Riverside, County of Riverside, State of California, as shown by map on file in Book 358 of Maps, Pages 91 through 94 thereof, records of Riverside County.

B. The Property consists of approximately 18.72 vacant acres situated northwesterly of the intersection of Old Bridge Road and Sunbeam Drive, westerly of the terminus of Natalie Lane, Riverside, California, in the RC (Residential Conservation) Zone and the Hawarden Hills Specific Plan. An application has been filed with the City of Riverside ("City") as Case No. TM 29296 to divide the approximately 18.72 acres into eight (8) single-family residential lots, ranging in size from 0.91 acres to 3.9 acres.

C. As a condition to the approval by the City in Case No. TM 29296, Declarant is required to prepare and record Covenants, Conditions and Restrictions (CC&R's) to prohibit any additional grading beyond the Grading Ordinance standards, including slope height and pad sizes, the keeping of livestock and further subdivision of any lots.

DESCRIPTION APPROVAL 11.14.03

70.2

C/A 897

D. Further, an open space easement shall be granted over all ungraded portions. No grading, structures, fencing (except wrought iron view fencing subject to Design Review staff approval) or non-native landscaping shall be permitted within this easement.

NOW, THEREFORE, for the purpose of complying with the conditions imposed by the City for the approval of the Property, Declarant hereby covenants and agrees that the Property is, and shall hereafter be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, improved, used and occupied subject to the following declarations, limitations, covenants, conditions, restrictions and easements:

1. Any additional grading beyond the Grading Ordinance standards, including slope height and pad sizes, shall be prohibited
2. The keeping of livestock, shall be prohibited.
3. Further subdivision of any lots, shall be prohibited.
4. Declarant hereby establishes, grants and reserves an open space easement over all ungraded portions of the Property. No grading, structures, fencing or non-native landscaping shall be permitted within this easement.
5. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this document shall be strictly limited to and for the purposed hearing expressed. The right of the public or any person to make use whatsoever of the Property, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dictation) is solely by permission, and subject to the control of the Declarant, its successors and assigns who may periodically restrict ingress and egress from the Property in order to prevent a prescriptive easement from arising by reason of continued public use.
6. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Property described herein, or any parts thereof, is vested in one party or entity.
7. Subject to the prior written approval of the City, by its Planning Director, any provision contained herein, may be terminated, modified or amended as to all of the Property or any portion thereof. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the Office of the Recorder of Riverside County, California, an appropriate instrument evidencing the same including the consent thereto by the City.
8. Any person, whether an individual, corporation, association, partnership, or otherwise, who now or hereafter owns or acquires any right, title or interest in or to any portion of

the Property shall be deemed to have consented and agreed to the restrictions on the use of the Property as set forth herein above.

9. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City, and its successors and assigns. Should the City bring an action to enforce any of the terms of this Covenant and Agreement and Declaration of Restrictions and Easements, the prevailing party shall be entitled to court costs, including reasonable attorneys' fees.

10. This Covenant and Agreement and Declaration of Restrictions and Easements shall run with the land and each and all of its terms shall be binding upon Declarant, its heirs, successors, and assigns, and shall continue in effect until such time as released by the Planning Director of the City, or his/her designee, by a writing duly recorded.

IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement and Declaration of Restrictions and Easements to be executed as of the day and year first written above.

**GOLDSTONE DEVELOPMENT INC.,
a California corporation**

By: 

Joon K. Kim
President and Secretary

APPROVED AS TO CONTENT:

By: 

Planning Department

APPROVED AS TO FORM:

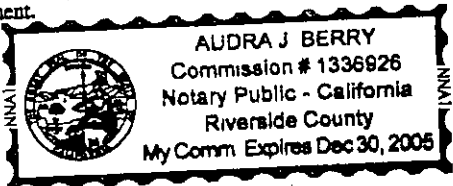
By: 

Deputy City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Riverside)
On Dec. 18, 2003 before me, Audra J Berry, Notary Public,
personally appeared John K. Kim
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.
Signature Audra J Berry



This area for official notarial seal.

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S) President & Secretary TITLE(S)
- PARTNER(S) - LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER _____

SIGNER IS REPRESENTING:
Goldstone Development Inc. _____
Name of Person or Entity a California corporation Name of Person or Entity

OPTIONAL SECTION

Though the date requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____
NUMBER OF PAGES _____ DATE OF DOCUMENT _____
SIGNER(S) OTHER THAN NAMED ABOVE _____