



RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO

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

Project: CU-079-012

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DECLARATION OF RESTRICTIONS AND COVENANTS

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THIS DECLARATION OF RESTRICTIONS AND COVENANTS

("Declaration") is made and declared as of the 5<sup>th</sup> day of August, 2004, by Raincross Senior Partners, LLC, a California limited liability company.

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RECITALS

A. Declarant owns certain real property legally described as Parcels 1, 2, 3, and 4 of Parcel Map 30758 recorded in Book 209 of Parcel Maps at Page(s) 93-95 and located in the City of Riverside, County of Riverside, California ("Project"). Said Project is generally located at 5218 and 5236 Central Avenue in Riverside, CA.

B. The City of Riverside, California ("City") has approved conditional use permit CU-079-012 for the Project which allows for the development of a senior citizens housing project consisting of a 90-unit assisted living facility, 168 senior apartment units, and 22 garden cottage residences, but one of the conditions of such approval is the imposition of a covenant burdening the Project that restricts the occupancy of the Project so that at least one occupant of each unit shall be 55 years of age or older.

C. Declarant hereby declares the following restrictions and covenants burdening the various Parcels of the Project to benefit the City.

NOW, THEREFORE, Declarant makes and declares that the Project is and hereafter shall be held, conveyed, transferred, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following covenants and restrictions, all of which are imposed as equitable servitudes pursuant to a general plan for the development of the Project, and to comply with certain conditions imposed by the City of Riverside for the approval of conditional use permit CU-079-012, and shall be binding on each successor and assignee in

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interest any Parcel of the Project. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant of a Parcel of the Project shall be and hereby is deemed to incorporate by reference all the provisions of this Declaration including, but not limited to, all the covenants, restrictions and equitable servitudes contained herein.

1. OCCUPANT AGE COVENANT. The occupancy requirements of the Project shall at all times conform to section 51.3 of the California Civil Code, as amended, with the qualifying resident being at least 55 year of age or older.

2. UNIFIED PROJECT. The Project and each Parcel thereof shall only be occupied, sold, leased and used as a single, integrated project pursuant to Final Approved Conditions for CU-079-012 and Parcel Map 30758, provided that following recording of the final Tract Map, individual Parcels may be sold and developed individually or collectively subject to the provisions of this Declaration.

3. ENFORCEMENT OF COVENANTS AND RESTRICTIONS. This Declaration may be enforced by the City of Riverside and its successors by legal proceedings to restrain or enjoin any such violation or to compel specific performance of any obligation hereunder or to seek any other remedy available at law or in equity, or by any combination of any of the foregoing, all remedies in connection herewith being cumulative and non-exclusive except as otherwise provided by law.

4. GENERAL PROVISIONS.

4.1 Binding Effect. This Declaration and all covenants, conditions, restrictions, and other provisions hereof shall run with, and be appurtenant to the land affected, and all such terms shall inure to the benefit of and be binding upon the undersigned and its respective successors and assigns who become owners of any portion of the Project.

4.2 Severability. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person or entity by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity, and the same shall remain in full force and effect to the same extent as if this Declaration was executed by all subsequent owners of all Parcels.

4.3 Governing Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of California.

4.4 Termination or Amendment. This Declaration may be terminated or amended only by written agreement duly executed by all owners of the respective Parcels and the Planning Director of the City, and recorded on the Official Records of Riverside County, California.

4.5 Waivers. No delay or omission by the City of Riverside in

exercising any right or power accruing upon any breach of, or non-compliance with, any of the provisions of the Declaration shall constitute or give rise to a waiver of such event or any such subsequent or similar event.

4.6 Term. The terms, covenants, provisions and conditions of this Declaration shall be effective as of the date first written above and shall continue in full force and effect permanently, except to the extent modified, amended, or terminated in accordance with the provisions hereof.

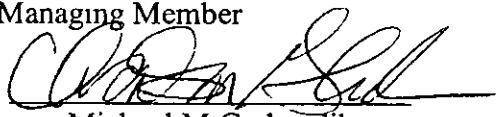
4.7 Attorneys' Fees. In the event that the City of Riverside shall institute any action or proceeding to enforce the provisions of this Declaration, the non-prevailing litigant in such action or proceeding agrees to reimburse the prevailing litigant therein for the reasonable expenses of attorneys' fees, expert witness fees and disbursements incurred therein by the prevailing litigant, including such cost and expenses incurred in connection with any such action or proceeding and any appeals therefrom. The litigant receiving the more significant relief shall be deemed the prevailing litigant.

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

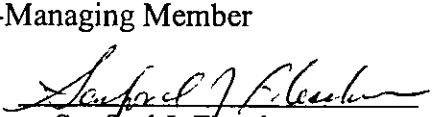
"Declarant

RAINCROSS SENIOR PARTNERS, LLC  
a California limited liability company

By CKMH, LLC  
a California limited liability company  
Co-Managing Member

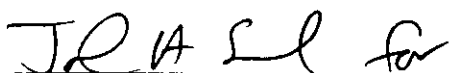
By:   
Michael M. Grabendike  
Member-Manager

By: SJFRC, LLC  
a California limited liability  
Co-Managing Member

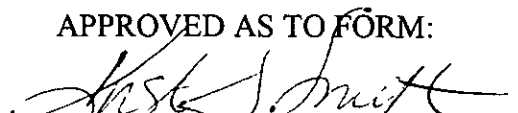
By:   
Sanford J. Fleschman  
Member-Manager

\*\*\*\*\*

APPROVED AS TO CONTENT:

  
Planning Director, City of Riverside

APPROVED AS TO FORM:

  
Deputy City Attorney, City of Riverside

State of California )  
 ) : ss  
County of Orange )

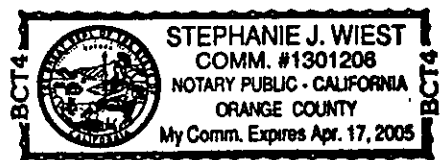
On 8/5, 2004 before me, Stephanie J. Wiest, Notary, personally <sup>10/11</sup>  
appeared Sanford J. Fleckman

~~[- 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

Stephanie J. Wiest  
Notary



\*\*\*\*\*

State of California )  
 ) : ss  
County of Riverside )

On August 9, 2004 before me, Kathleen M Riley, personally  
appeared Michael M. Grabendike

---[  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

Kathleen M Riley  
Notary





WHEN RECORDED MAIL TO:

CITY CLERK  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

Project: PUW04-0032  
Parcel Map 30758

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FOR RECORDER'S USE ONLY



**COVENANT AND AGREEMENT  
AND DECLARATION OF RESTRICTIONS**

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS ("Covenant and Agreement") is made and entered into this 16<sup>th</sup> day of AUGUST, 2004, by RAINCROSS SENIOR PARTNERS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ("Declarants") with reference to the following facts:

A. Declarants are the fee owner of the real property situated in the City of Riverside, County of Riverside, State of California ("the Property"), commonly known as Parcel Map No. 30758. The Property is within the water service area of the Public Utilities Department of the City of Riverside ("City" and "Department," respectively). The Property is legally described as follows:

Parcel Map No. 30758 being a division of a portion of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 33 T.2S., R.5W., SBM, in the City of Riverside, Riverside County, California.

B. Declarants propose to subdivide the Property into four (4) parcels to facilitate further development. Declarants have submitted its applications under GP-008-012, CU-079-012, and Parcel Map 30758, for said subdivision.

C. Under Department Water Rule Nos. Water 10.B.2.b, 10.B.1.h and 10.C.1.a, Declarants must pay all applicable water fees and charges, including a Backup Facility Capacity Charge, prior to the issuance of building permits, approval of final subdivision maps or parcel maps or approval of any Water Service Connection request.

D. Declarants have requested that the City defer payment of the Backup Facility Capacity charges for Parcels 1, 2 and 3 of the Property until public water improvement plans have been prepared by Declarants and approved by City, and the City is agreeable to such deferment

E. As a condition of such deferment, the City is requiring Declarants to execute and record a covenant setting forth specific requirements in connection with such deferment.

F. Declarants are willing to so record a covenant and agreement setting forth the conditions imposed in connection with Parcel Map No. 30758.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein, Declarants hereby covenant and agree as follows:

1. Declarants have requested and the City, through its Public Utilities Department, has agreed that the following water fees and charges ("Fees") will be deferred on Parcel 1, 2, and 3 of the Map, until public water improvement plans have been prepared and final approval for such plans has been issued by the Department:

- (a) Payment of Backup Facility Capacity Charge in an amount to be determined (based on the requested meter size) for Parcel 1;
- (b) Payment of Backup Facility Capacity Charge in an amount to be determined (based on the requested meter size) for Parcel 2; and
- (c) Payment of Backup Facility Capacity Charge in an amount to be determined (based on the requested meter size) for Parcel 3.

All fees and charges above will be determined based on the Water Rules in effect at the time of application for water service for the applicable parcel or any portion thereof.

2. Declarants' obligations to pay the Fees shall be joint and several. If the fees are not paid to Department, Declarants acknowledge and agree that there shall be no water service to the Property from the Department, and the City may withhold its consent to the issuance of any building permit with respect to the Property or any portion thereof.

3. The terms of this Covenant and Agreement may be enforced by the City, its successors or assigns. Should the City bring an action to enforce the terms of the Covenant and Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit.

4. This Covenant and Agreement shall run with the land and each and all of its items shall be binding upon Declarants and future owners or encumbrancers of the Property and their successors, heirs and assigns. Any person who now or hereafter owns or acquires any right, title or interest in or to any parcel of the Property shall be deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in the Property. This Covenant and Agreement shall remain in effect until full payment of all Fees. When

the Department has received full payment of all applicable fees and charges, the Director of the Department, or his designee, at the written request of Declarants, shall execute in recordable form a release terminating this Covenant and Agreement.

5. Subject to the prior written approval of the City, by its Public Utilities 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.

IN WITNESS WHEREOF, Declarants have caused this Covenant and Agreement to be executed as of the day and year first written above.

By: RAINCROSS SENIOR PARTNERS LLC,  
a California Limited Liability Company



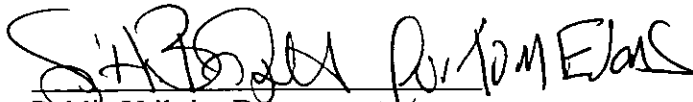
Name: MICHAEL M GRABENDIKE

Title: MEMBER-MANAGER


\_\_\_\_\_  
Name:

Title:

APPROVED AS TO CONTENT:

  
Public Utilities Department

APPROVED AS TO FORM:

  
Deputy City Attorney

G:\WATER\WTR\_PLAN\DEVELOPMENT SERVICES\AGREEMENTS\PARCEL MAP 30758 FEE COVENANT DOC

CA File No 04-1747 1

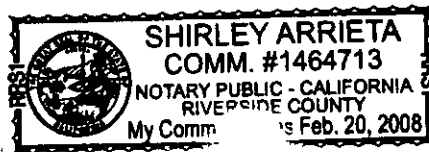
08/13/2004

STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

On Aug. 16, 2004, 2004, before me, Shirley Arrieta Mike Grabendike (SR), the undersigned, a notary public in and for said State, personally appeared Mike Grabendike personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Shirley Arrieta



Notary Public

STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

On \_\_\_\_\_, 2004, before me, \_\_\_\_\_, the undersigned, a notary public in and for said State, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public