

FIDELITY NATIONAL TITLE COMPANY
 SUBDIVISION DEPARTMENT
 WHEN RECORDED MAIL TO:

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

Project: P03-0394
 Parcel Map 31372
 9791805 JMG

DOC # 2004-0808182

10/13/2004 08:00A Fee:16.00

Page 1 of 4
 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**

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 3 day of August, 2004, by DAVID WOODLAND AND EMILY M. WOODLAND, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, ("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 1551 Irving Street, Riverside, California, Assessor's Parcel Number 238-230-007, situated in the RA-5 - Residential Agricultural Zone. The Property is legally described as follows:

Lot 12, in the City of Riverside, County of Riverside, State of California, as shown on Record of Survey of portions of Blocks "C" and "D" Arlington Heights on file in Book 2 Page 116 of Records of Survey, Records Riverside County, California.

B. Declarants propose to subdivide the Property into two (2) parcels to facilitate further residential development. Declarants have submitted its applications under P03-0394, Parcel Map 31372 ("Map"), for said subdivision.

C. As a condition of approval and prior to the recordation of the Map, the City of Riverside ("City") is requiring Declarants to execute and record a covenant setting forth specific requirements in connection with water service, fees and charges payable to the Public Utilities Department - Water Division, which must occur prior to the issuance of any building permit.

D. Declarants are willing to record a covenant and agreement setting forth the conditions imposed in connection with the Map.

CIA 912

NOW, THEREFORE, for the purposes of complying with the conditions imposed by the City for the approval of Parcel Map 31372 in case number P03-0394, Declarants hereby covenant and agree with the City that the Property is and hereafter shall be held, conveyed, transferred, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions and restrictions, all of which are imposed as equitable servitudes pursuant to a general plan for the development of the Property for the purpose of enhancing and protecting the value and attractiveness of the Property, and each Parcel thereof, in accordance with the plan for the improvement of the Property, and to comply with certain conditions imposed by the City for the approval of Parcel Map 31372, and shall be binding and inure to the benefit of each successor and assignee in interest of each such party. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarants of a Parcel of the Property shall be and hereby is deemed to incorporate by reference all the provisions of this Covenant and Agreement including, but not limited to, all the covenants, conditions, restrictions, limitations and equitable servitude contained herein.

1. Declarants have requested and the City, through its Public Utilities Department, has agreed that the following conditions will be deferred on Parcel 2 of the Map, until a building permit has been issued:

- (a) Payment of Distribution System Fee for frontage along Irving Street totaling 330.15 feet;
- (b) Payment of Elevation fee on 5.16 acres; and
- (c) Payment of Backup Facility Capacity Charge in an amount to be determined (based on the requested meter size).

All fees above will be determined based on the Water Rules in effect at the time of permit issuance.

2. The terms of this Covenant and Agreement and Declaration of Restrictions 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 and Declaration of Restrictions, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and reasonable costs of suit.

3. 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.

4. 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: 

DAVID WOODLAND



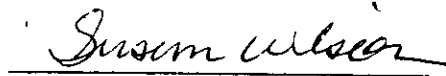
EMILY M. WOODLAND

APPROVED AS TO CONTENT:



Dieter P. Witzfeld
Public Utilities Department ^{MM}

APPROVED AS TO FORM:



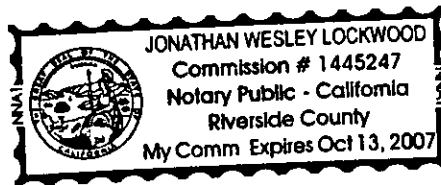
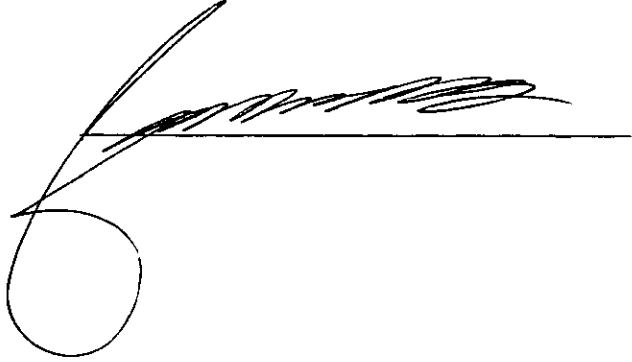
Deputy City Attorney

G \WATER\WTR_PLANKEVIN\DEVELOPMENT\PM31372 COVENANT DOC
CA
04/07/04

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On August 3, 2004, before me, Jonathan Wesley Lockwood, the undersigned, a notary public in and for said State, personally appeared David Woodland and Emily M. Woodland personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name ^{are} subscribed to the within instrument and acknowledged to me that ~~he~~ ^{they} executed the same in ~~his~~ ^{their} authorized capacity, and that by ~~his~~ ^{their} 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

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