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RECORDING REQUESTED BY:

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

PK

AND WHEN RECORDED MAIL TO:

JUL 16 1998

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

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$ 18-

T
SR

PROJECT: TRACT MAP NO. 28728-1

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

B/4

THIS COVENANT AND AGREEMENT FOR REVERSE FRONTAGE WALLS AND LANDSCAPING MAINTENANCE RESPONSIBILITIES ("Covenant and Agreement"), dated this 2 day of July, 1998 (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 23, inclusive, and Common Area Lots 24, 25, A and B of Tract No. 28728-1, as shown by Map on file in Book 272, Pages 10 through 13, 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 23 Residential Lots, 1 open space Common Area Lot, 1 Common Area Lot for private off-site access purposes and 2 Common Area Lots for private street purposes.

RECORDED 7/17/98
Walter R. Ings
SURVEYOR

- C. Declarant intends to form an association of homeowners ("Association") to maintain, operate and manage the common area Lots and landscape easement areas of the Property. Each Owner automatically becomes a Member of the Association at the time of purchase of a Residential Lot within the Property. The Association shall be governed by a Declaration of Covenants, Conditions, Restrictions and Easements ("Declaration") which Declarant intends to record in the Office of the County Recorder.
- D. As a condition of approval of the tentative map for Tract No. 28728, the City of Riverside is requiring Declarant to record a Covenant and Agreement, satisfactory to the City Attorney, 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 Century Avenue and within easements on adjacent Residential Lots ("Maintenance Area"). Reverse frontage shall mean and refer to land located within easements over portions of Residential Lots 1 through 6, inclusive, 22 and 23 of Tract No. 28728-1, lying between a concrete block wall and the parkway within the public right-of-way along the adjacent public street. The Maintenance Area easements are shown on the recorded Map for Tract No. 28728-1.
- E. As a condition of approval of the tentative map for Tract No. 28728, the City of Riverside is requiring Declarant to record a Covenant and Agreement, satisfactory to the City Attorney, ensuring the maintenance by the Association of the 30-foot wide access road proposed for Lot 24.
- F. 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 southerly side of Century Avenue and within the public right-of-way along Century Hill Drive.
- G. 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 tentative Tract No. 28728 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 Maintenance Area consisting of the following: reverse frontage concrete block walls, landscaping, an irrigation system and walkways within the easements for such purposes over portions of Lots 1 through 6, inclusive, 22 and 23 as shown on the recorded Map for Tract No. 28728-1; and an irrigation system and landscaping within the adjacent parkway located in the public right-of-way along Century Avenue all per Reverse Frontage Landscape Improvement Plans prepared by t.i. maloney, inc., dated 9/23/94 (PC 3735-R) and approved by the City of Riverside.

2. Declarant shall install and construct the 30-foot wide access road proposed for Lot 24 consisting of the following: grading, with slopes landscaped, a wall placed at the top of the slope and a gate installed at Century Avenue, on-site stacking space and vehicle turn-around area.

3. The Declarant shall, at its sole cost and expense, plant the below-listed street trees ("Street Trees") within the public right-of-way of Century Avenue adjacent to the Property and within the public right-of-way of Century Hill Drive, in accordance with the plans on file with and approved by the City of Riverside's Park and Recreation Department.

<u>Qty.</u>	<u>Botanical Name</u>	<u>Size</u>	<u>Detail</u>	<u>Common Name</u>
06	Lagerstroemia Indica "White Standard"	24" box	A,B	Crape Myrtle
13	Lagerstroemia Indica "White Multi"	24" box	A,B,F	Crape Myrtle
15	Prunus "Krauter Vesuvius"	24" box	A,B,F	Flowering Plum
03	Washingtonia Robusta	15' brown trunk	G	Mexican Fan Palm

4. The Street Trees listed above in paragraph 2 shall be planted by Declarant prior to occupancy of the Property.

5. Following the planting of the above-listed Street Trees, Declarant, or the successor Association, at its sole cost and expense, shall maintain the Street Trees according to recognized horticultural standards and to the reasonable satisfaction of the City of Riverside's Park and Recreation Department. In meeting its obligations hereunder, Declarant, or the successor Association, shall be responsible for the payment of all water used, the installation, repair and maintenance of the irrigation system, the application of fertilizer, periodic trimming of the trees in accordance with the reasonable policies of the City of Riverside's Park and Recreation Department, and the immediate replacement of any dead Street Trees.

6. 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.

7. 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.

8. 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.

9. Declarant, by recordation of this Covenant and Agreement, prior to or concurrently with the recordation of the Map for Tract No. 28728-1, hereby gives notice to all prospective buyers of any Lot of the Property that the Property shall be subject to the foregoing maintenance responsibilities.

10. 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.

11. This Covenant and Agreement shall run with the land and shall be binding upon Declarant, their heirs, successors and assigns and shall continue in effect until such time as it may be released by the City Council of the City of Riverside.

11. 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 City and recorded in the Office of the County Recorder of said County.

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

SANDA GROUP, a California limited partnership

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

Mei-jen L. Hong
By: Mei-jen L. Hong
its: president

DATED: July 2, 1998

APPROVED AS TO FORM
Kathleen M. Baker
ASST. CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF) ss.

On July 2, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared:

Mei-jen L. 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)

Elizabeth A. Baker
Notary Public