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WHEN RECORDED, MAIL TO:

CITY OF RIVERSIDE  
3900 MAIN STREET  
RIVERSIDE, CA 92522

AND

STEVEN WALKER HOMES  
7161 INDIANA AVENUE  
RIVERSIDE, CA 92504

DOC # 2000-489239

12/08/2000 08:00A Fee:15.00

Page 1 of 4

Recorded in Official Records  
County of Riverside

Gary L. Orso  
Assessor, County Clerk & Recorder



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CONVENANT REGARDING LANDSCAPED AND OPEN SPACE LOTS  
(Tract No. 28866-3)

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This Covenant Regarding Tract # 28866-3 ("Covenant") is executed this 15<sup>TH</sup> day of November 2000, by SWC ORANGECREST 56, a California Limited Liability Company ("Merchant Builder"), for the benefit ORANGECREST COUNTRY COMMUNITY ASSOCIATION, a California nonprofit mutual benefit corporation ("Association") and the CITY OF RIVERSIDE, a municipal corporation ("City").

A. Merchant Builder is the owner of real property in the City of Riverside, Riverside County, California being developed as a planned residential community known as ORANGECREST COUNTRY consisting of lots to be improved with residences ("Residential Lots") described as follows:

Lots 1 to 56, inclusive, of Tract No. 28866-3, as shown by Map filed in book 299, at pages 6 through 11 of Maps in the Office of the Riverside County Recorder.

Other portions of ORANGECREST consist of landscaped and open space lots designated on the Map thereof and described as follows:

Lots F, G, H and I, inclusive of Tract No. 28866-3, as described above.

Merchant Builder and Association are responsible for the perpetual maintenance of such landscape and open space lots, as well as the landscape public parkway adjacent thereto (collectively "Landscape Lots").

The Residential Lots and Landscape Lots are collectively referred to as the "Property." Merchant Builder intends to develop the Property sequentially in Phases of Development.

DESCRIPTION APPROVAL 11/14/00  
by  
Walter R. Joyce  
SURVEYOR, CITY OF RIVERSIDE

B. The Property is located within the master-planned community of Orangecrest County, and is described as Annexable Area within the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Orangecrest County ("**Declaration**"), recorded March 10, 2000 as Document No. 2000-089902 in the Official Records of Riverside County, California. The capitalization terms in this Covenant shall have the same meaning given them in the Declaration, unless otherwise in this Covenant.

C. Merchant Builder intends that the Property will be made subject to the Declaration and annexed to the jurisdiction of the Orangecrest County Community Association ("**Association**") in Phases, through the recording of a Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("**Supplemental Declaration**") for each Phase of Development of Property.

D. Merchant Builder wishes to enter into this Covenant to permit the Map of Tract No. 28866-3 to be recorded and the City requires this covenant to ensure that the Landscape Lots are conveyed to the Association, and until they are conveyed, to ensure that the Merchant Builder and its successors complete and maintain the Landscape Lots and permit the Association the right to enter and maintain the Landscape Lots if either the Merchant Builder or successor fails to do so.

NOW, THEREFORE, for the benefit of the Association and the City, Merchant Builder agrees as follows:

1. Completion of Landscape Lots. Prior to the first Close of Escrow for the sale of a Residential Lot in any Phase of Development of the Property, Merchant Builder shall complete in conformance with plans approved by City, the common area landscaping within the Landscape Lots ("**Landscape Improvements**").

2. Maintenance of Landscape Lots by Merchant Builder. Until any Landscape Lot is conveyed to the Association, the Merchant Builder shall maintain and repair the Landscape Lot in accordance with the Association's maintenance duties and responsibilities set forth in the Declaration. If Merchant Builder shall fail to so maintain the Access Easements, the Association shall provide written notice to Merchant Builder itemizing the maintenance work requested. Merchant Builder shall commence such repair work within 30 days of receipt of such notice and diligently pursue the work to completion.

3. Maintenance of Landscape Lots by Association. If Merchant Builder fails to respond to a request for maintenance work on the Landscape Lots, the Association shall, after providing the Merchant Builder with an additional five-day prior written notice, have the right to enter the Landscape Lots to perform the subject maintenance work. The Merchant Builder shall reimburse the Association for all actual and direct costs incurred by the Association in connection with such maintenance work within 30 days following receipt of the Association's itemized written demand for reimbursement. If the Merchant Builder fails to reimburse the Association, Association's cost of the work shall bear interest at the rate of 10% per annum from the date due until the date paid the right and ability of the Association to collect the costs of such maintenance work from the Property Owners, as wither a Special or Reconstruction Assessment, or as a Cost Center Common Expense, shall not relieve the Reimbursement obligation of the Merchant Builder.



4. Conveyance of Landscape Lots. Notwithstanding any other provision of the Declaration or any Supplemental Declaration, the Landscape Lots shall be conveyed to, and shall become a maintenance responsibility of, the Association no later than 5 years following the date of the recordation of this document; the date of conveyance of such lots shall be deemed to date of Commencement of Assessments. The Landscape Lots shall be conveyed to the Association in a condition that complies with all applicable ordinances and requirements of the City. The responsibility to convey the Landscape Lots shall not include any portions of public properties.

5. Amendment and Termination. This Covenant may only be amended and terminated by a recorded instrument signed by the record owners of the Property and the City.

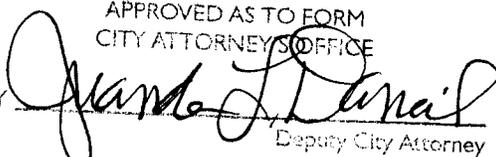
6. Binding Effect. Merchant Builder declares that the Property is to be held, developed and conveyed, subject to the provisions of the Covenant, all of which are declared to be in furtherance of and for the protection of the maintenance and improvement of the Property, and shall be for the benefit of and enforceable by the City and the Association. All provisions of this Covenant are imposed a equitable servitudes on the Property, shall run with the Property and be binding upon all individuals or entities acquiring any right, title or interest in all or any portion thereof.

“MERCHANT BUILDER”

SWC ORANGECREST 56, LLC  
A California Limited Liability Company

By:   
Steven Berzansky  
Its Managing Member

By:   
David Peery  
Its Managing Member

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE  
BY:   
Deputy City Attorney

