

WHEN RECORDED MAIL TO.

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

**DOC # 2002-032719**

01/18/2002 08:00A Fee:15.00

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Recorded in Official Records  
County of Riverside

Gary L Orso

Assessor, County Clerk & Recorder



Project. Tract No. 25486-4 Lot 14  
5971 Omega Street  
Riverside, California

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(33)

**COVENANT AND AGREEMENT  
AND DECLARATION OF RESTRICTIONS**

**C  
AS**

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 15<sup>th</sup> day of January, 2002, by **C. ROBERT BAKKE AND DEYA BAKKE, who took title as C. ROBERT BAKKE AND DEYANIRA BAKKE, Husband and Wife as Joint Tenants**, ("Declarants"), with reference to the following facts

A Declarants are the fee owners of the real property situated in the City of Riverside, County of Riverside, State of California, described in Exhibit "A," attached hereto and incorporated by reference ("The Property").

B. Declarants desire to improve the Property as part of a residential subdivision. Declarants have applied to the City of Riverside for approval of a building plan to develop the Property as part of a residential subdivision with a single family residence.

C. As a condition of approval of the building plan and prior to the issuance of building permits, the City of Riverside is requiring Declarants to execute and record a covenant limiting the height of the residence to 18.5 feet

D. Declarants are willing to record a covenant and agreement and declaration of restrictions ("Covenant") to put future owners and lessees on notice of such height limitation on the Property.

NOW, THEREFORE, for the purposes of complying with one of the conditions imposed by the City of Riverside for the approval of Tract 25486-4 and DR-090-901 (Revised) restricting the height of the residence on the Property to 18.5 feet, Declarants hereby covenant and agree with the City of Riverside that the following restrictions shall apply to the Property:

1. Building locations and height on the Property shall be in accordance with plans for said

On Story Residence of 18.5 feet maximum height prepared and submitted to the City of Riverside, Design Review for Staff review and approved as Case No. DR-126-001. Construction of the new residence on the Property shall comply with the City of Riverside Design Review approved plans. Any proposed additions to said residence shall be limited to 18.5 feet in height above graded pad (existing pad height of 1,258 feet above mean sea level).

2. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors or assigns. Should the City of Riverside 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 the Property shall be deemed to have considered and agreed to every covenant, condition and restriction contained herein and to have been granted and be subject to the terms established in Paragraph 1 above, whether or not any reference to the Covenant and Agreement is contained in the instrument by which such person acquired an interest in said Property.

4. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by the Planning Director of the City of Riverside, California, by a writing duly recorded.

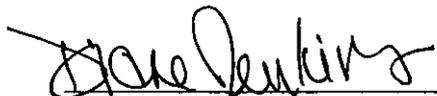
IN WITNESS WHEREOF, Declarants have caused this Covenant and Agreement to be executed as of the day and year first written above.

  
C. ROBERT BAKKE

  
DEYA BAKKE

  
DEYANIRA BAKKE

APPROVED AS TO CONTENT

  
Planning Department

APPROVED AS TO FORM.

  
Assistant City Attorney



EXHIBIT "A"

PARCEL 1:

LOT 14 OF TRACT 25486-4 AS SHOWN BY MAP ON FILE IN BOOK 272 PAGE(S) 60 THROUGH 63 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

RESERVING THEREFROM, EASEMENTS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR THE ESTATES AT CANYON CREST RIVERSIDE, INC., ASSOCIATION ("DECLARATION") RECORDED MARCH 13, 1998 AS INSTRUMENT NO. 93258 AND ANNEXATION RECORDED AUGUST 31, 1998 AS INSTRUMENT NO. 368333 BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL 1 ABOVE, ON AND OVER THE "COMMON AREA" AS DEFINED IN THE DECLARATION FOR ACCESS, USE, OCCUPANCY, ENJOYMENT, INGRESS AND EGRESS OF THE AMENITIES LOCATED THEREON. THE COMMON AREA IS FOR THE USE OF OWNERS OF LOTS, WHICH ARE SUBJECT TO THE DECLARATION, AND IS NOT FOR THE USE OF THE GENERAL PUBLIC.

PARCEL 3:

ONE CLASS A MEMBERSHIP IN THE ESTATES AT CANYON CREST RIVERSIDE ASSOCIATION, INC., A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION, ("ASSOCIATION").

GRANTEES IN ACCEPTING THIS DEED AND THE CONVEYANCE HEREUNDER DO HEREBY AGREE, JOINTLY AND SEVERALLY, FOR THE BENEFIT OF GRANTOR AND FOR THE BENEFIT OF THE ASSOCIATION AND EACH AND ALL MEMBERS OF THE ASSOCIATION THAT GRANTEES WILL PROMPTLY, FULLY AND FAITHFULLY COMPLY WITH THE DECLARATION, THE BYLAWS AND THE GOVERNING DOCUMENTS PRESCRIBED BY THE ASSOCIATION. GRANTEES HEREBY AGREE, JOINTLY AND SEVERALLY, PROMPTLY TO PAY IN FULL ANY DUES, FEES, OR ASSESSMENT LEVIED BY THE ASSOCIATION.

THE OBLIGATIONS OF GRANTEES HEREIN SET FORTH SHALL BE COVENANTS RUNNING WITH THE ABOVE-DESCRIBED PROPERTY, IT BEING UNDERSTOOD THAT SAID MEMBERSHIP IN THE ASSOCIATION AND THE OBLIGATION THEREOF WILL AUTOMATICALLY PASS TO GRANTEE'S SUCCESSORS IN TITLE IN THE ABOVE- DESCRIBED PROPERTY, WHETHER SUCH SUCCESSORS ACQUIRE TITLE BY THE FORECLOSURE OR OTHER MEANS, AND SHALL BE BINDING UPON THE GRANTEES ABOVE NAMED, THEIR HEIRS, DEVISEES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, PROVIDED THAT GRANTEES AND THEIR SAID SUCCESSORS IN TITLE SHALL BE BOUND BY THE FOREGOING COVENANTS ONLY AS LONG AS THEY, RESPECTIVELY, OWN TITLE TO THE ABOVE-DESCRIBED PROPERTY.

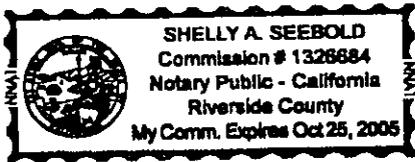
~~DECLARATION OF COVENANTS~~  
*[Handwritten Signature]* 1/14/02  
~~DECLARATION OF COVENANTS~~



STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

On Jan 15<sup>th</sup>, 2002, before me, Shelly A Seebold Notary Public, the undersigned, a notary public in and for said State, personally appeared C Robert Bakke 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.



Shelly A Seebold  
Notary Public

STATE OF CALIFORNIA )  
 )  
COUNTY OF RIVERSIDE )

On Jan 15<sup>th</sup>, 2002, before me, Shelly A Seebold Notary Public, the undersigned, a notary public in and for said State, personally appeared Darya Bakke AKA Daryniz Baklu 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.



Shelly A Seebold  
Notary Public

