



WHEN ACCORDED MAIL TO:

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

Project: Tract No.25486-4 Lot 8
5976 Omega Street

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COVENANT AND AGREEMENT
FOR FENCE RESTRICTIONS

THIS COVENANT AGREEMENT is made and entered into this 6th
day of February, 2002 by Curtis W. Montgomery and Cheryl L. Montgomery,
Husband and Wife, (the "Declarant") with reference to the following facts:

A. Declarant is the owner of the real property (the
"Property") consisting of the lot ("Lot 8") located
in the City of Riverside, County of Riverside, State
of California, and described as follows:

Lot 8

Lot 8 of Tract 25486-4, as shown by map on
file in Book 272 of Maps, at pages 60 through
63, thereof, records of Riverside County,
California.

B. Declarants desire to improve the property as part of
a residential subdivision. Declarants or future
owners will be submitting building plans to the
City of Riverside (the "City"), to construct a new
residence.

DESCRIPTION APPROVAL 2/12/02
Walter R. Jones by _____
SURVEYOR, CITY OF RIVERSIDE

NOW, THEREFORE, for the purpose of complying with one of the conditions
imposed by the City of the Tract 25486-4 and case DR-090-901 (Revised) and in
consideration of such approval, the Declarant hereby covenants and agrees with the City
as follows:

1. All fencing locations and designs on the property shall be in
accordance with plans for said Fence prepared and submitted to the
City of Riverside, Design Review for staff review and approval under

cases DR-090-901 & DR-023-012 received prior to commencement of construction of said fence.

2. Construction of all fencing on the property shall comply with the City Design Review Approved Plans.
3. Any person who now or hereafter owns or acquires any right, title or interest in the property shall be deemed (a) to have considered and agreed to every covenant, condition, and restriction contained herein; and (b) 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 such lot.
4. The terms of this Covenant and Agreement shall run with the land, and shall be binding upon Declarant, its successors and assigns, and shall not be amended, modified or terminated without the written consent of all the owners of the lot and of the Planning Director of the City duly recorded.
5. 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 attorney's fees, expert witness fees and reasonable costs of suit.

IN WITNESS WHERE OF the Declarant has caused this Covenant and agreement to be executed the day and year first above written.

Approved As to Form & Content

By: [Signature]
City Attorney

By: [Signature]
Curtis W. Montgomery
By: [Signature]
Cheryl L. Montgomery

Approved for use
City Planning Department

By: [Signature]



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside } ss.

On February 6, 2002 before me, Janice Leone Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Curtis W. Montgomery & Cheryl Montgomery
Name(s) of Signer(s)

- personally known to me
 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Janice Leone Notary Public
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

