

RECORDING REQUESTED BY:

EXEMPT PURSUANT TO
GOV'T. CODE Sec. 6103

DL

WHEN RECORDED MAIL TO:

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

Project: Swimming Pool at
7115 Hawarden Drive
Riverside, California

267765

RECEIVED FOR RECORD
Min. Past 1 o'clock P.M.

AUG - 5 1991

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$

William E. [Signature]

COVENANT AND AGREEMENT AND
DECLARATION TO HOLD HARMLESS AND INDEMNIFICATION

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS
is made and entered into this 2nd day of August, 1991, by RICHARD W.
SEVALY and KAREN L. SEVALY, with reference to the following facts:

A. The undersigned are the fee owners of the following
described real property, referred to herein as "the Property",
situated in the City of Riverside, County of Riverside, State of
California:

Lot No. 22 of Tract 20111 as shwon by map on file
in Book 199 of Maps at Pages 54 through 57 thereof,
records of Riverside County, California,

B. The Property located at 7115 Hawarden Drive, Riverside,
California, is developed with a single-family house and a proposed
swimming pool.

C. The undersigned wish to construct a swimming pool on a
portion of the property.

D. A swimming pool is required by Section 16.36.020 of the
Riverside Municipal Code to have fencing as required by the
ordinance, one provision of which is a fence not less than 5 feet in
height.

E. As a condition for the issuance of a building permit for
the Property, the City of Riverside is requiring the undersigned to
execute and record a Covenant and Agreement in which the owner
acknowledges that the existing fence is non-conforming and that the
owner agrees to hold the City, its officers and employees harmless
and indemnify the City, its officers and employees for any act or
occurrences which may arise in the future as a consequence of the
non-conforming nature of the fencing.

DESCRIPTION APPROVAL: *B. S. [Signature]*
George P. Hutchinson
SURVEYOR, CITY OF RIVERSIDE

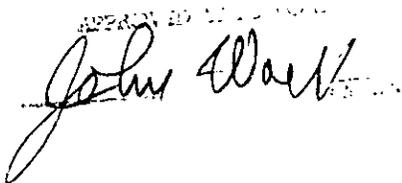
NOW, THEREFORE, for the purposes of complying with a condition of approval for issuance of a building permit and final inspection by the City of Riverside, the undersigned hereby covenant and agree with the City of Riverside that the following agreement shall apply to the Property:

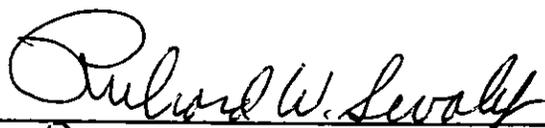
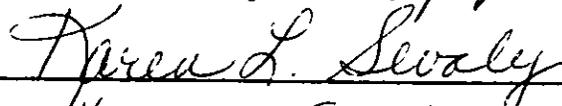
The fencing at the time of construction of the swimming pool on the property does not comply with the minimum height requirements of Riverside Municipal Code Section 16.36.020. That the fencing pre-existed the construction of the pool to be located on the property and as a minimum meets the requirements of the Riverside Municipal Code prior to January 1, 1991. That the owner agrees that he shall hold the City harmless for any defects in the inspection or approval of the pre-existing fencing and further agrees to defend any action brought against the City arising out of the facts stated herein and indemnify the City for any liability arising from approval of the non-conforming swimming pool fence.

The terms of this Covenant and Agreement to Hold Harmless and Indemnify may be enforced by the City of Riverside, its successors or assigns. Should the City bring an action to enforce any of the terms of this Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to reasonable attorneys' fees and expert witnesses' fees and other reasonable costs of suit.

This Covenant and Agreement to Hold Harmless and Indemnify shall run with the land and each and all of its terms shall be binding upon the undersigned, their heirs, successors and assigns, and shall continue in effect until such time as released by the City Council of the City of Riverside, California.

IN WITNESS WHEREOF the undersigned have caused this Covenant and Agreement to Hold Harmless and Indemnify to be executed the day and year first written above.

APPROVED BY THE CITY



 Richard W. Sevaly

 KAREN L. Sevaly

