

Recording Requested By:
First American Title Company
National Homebuilder Services
Subdivision Department

DOC # 2014-0476325
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Page 1 of 7
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

WHEN RECORDED MAIL TO:

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

**This document was electronically submitted
to the County of Riverside for recording**
Received by: LJONES

Planning Case: PW14-0381

4693313

For Recorder's Office Use Only

COVENANT AND AGREEMENT
ESTABLISHING NOTIFICATION PROCESS AND RESPONSIBILITY FOR
WATER QUALITY MANAGEMENT PLAN IMPLEMENTATION AND MAINTENANCE

THIS COVENANT AND AGREEMENT FOR WATER QUALITY
MANAGEMENT PLAN IMPLEMENTATION AND MAINTENANCE is made and entered
into this 3rd day of December, 2014 by MERITAGE HOMES OF CALIFORNIA
INC, a California corporation ("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the real property (the "Property") situated in
the City of Riverside, County of Riverside, State of California, and legally described in Exhibit
"A", which is attached hereto and incorporated within by reference.

B. Declarant has applied to the City of Riverside ("City") for Tract Map 34794
which proposes to subdivide 11.05 acres to create 76 single-family residential lots.

C. As a condition of approval and prior to the map recordation and/or
issuance of any permits, the City is requiring Declarant to execute and record an agreement
stating that the future property owners shall be informed of the requirements to implement and
maintain the Best Management Practices ("BMPs") as described in the approved project specific
Water Quality Management Plan.

D. Declarant intends by this document to comply with the conditions imposed
by the City and to impose upon the Property mutually beneficial restrictions, conditions,
covenants and agreements for the benefit of Property.

NOW, THEREFORE, for the purposes of complying with the conditions
imposed by the City of Riverside for the approval of Planning Case PW13-0672, Declarant
hereby declares that the Property is and hereafter shall be held, conveyed, transferred,
mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to
the following declarations, limitations, covenants, conditions, restrictions and easements,
all of which are imposed as

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equitable servitudes pursuant to a general plan for the development of the Property for the purpose of enhancing and protecting the value and attractiveness of the Property, and each Parcel thereof, in accordance with the plan for the improvement of the Property, and to comply with certain conditions imposed by the City for the approval of PW13-0672, and shall be binding and inure to the benefit of each successor and assignee in interest of each such party. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant of a Parcel of the Property shall be and hereby is deemed to incorporate by reference all the provisions of the Covenant and Agreement including, but not limited to, all the covenants, conditions, restrictions, limitations, grants of easement, rights, rights-of-way, and equitable servitude contained herein.

1. This Covenant and Agreement hereby establishes a notification process for future individual property owners to ensure they are subject to and adhere to the Water Quality Management Plan implementation measures and that it shall be the responsibility of the Declarant, its heirs, successors and assigns to implement and maintain all Best Management Practices (BMPs) in good working order.

2. Declarant shall use its best efforts to diligently implement and maintain all BMPs in a manner assuring peak performance at all times. All reasonable precautions shall be exercised by Declarant, its heirs, successors and assigns, in the removal and extraction of any material(s) from the BMPs and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested from time to time by the City, Declarant, its heirs, successors and assigns shall provide the City with documentation identifying the material(s) removed, the quantity, and disposal destination.

3. In the event Declarant, or its heirs, successors or assigns, fails to undertake the maintenance contemplated by this Covenant and Agreement within twenty-one (21) days of being given written notice by the City, or fails to complete any maintenance contemplated by this Covenant and Agreement with reasonable diligence, the City is hereby authorized to cause any maintenance necessary to be completed and charge the entire cost and expense to the Declarant or Declarant's successors or assigns, including administrative costs, reasonable attorneys fees and interest thereon at the maximum rate authorized by the Civil Code from the date of the notice of expense until paid in full. As an additional remedy, the Public Works Director may withdraw any previous urban runoff-related approval with respect to the Property on which BMPs have been installed and/or implemented until such time as Declarant, its heirs, successors or assigns, repays to City its reasonable costs incurred in accordance with this paragraph.

4. Any person who now or hereafter owns or acquires any right, title or interest in or to any parcel of the Property shall be deemed to have consented and agreed to every covenant, condition, restriction and easement contained herein.

5. In addition, each of the provisions hereof shall operate as covenants running with the land for the benefit of the Property and each Parcel thereof and shall inure to the benefit of all owners of the Parcels thereof, their successors and assigns in interest, and shall apply to and bind each successive owner of each Parcel, their successors and assigns in interest.

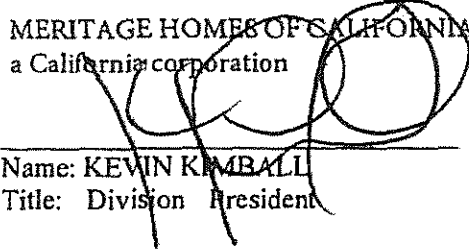
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6. The terms of this Covenant and Agreement may be enforced by the City, its successors or assigns, and by any owner, lessee or tenant of the Parcels of the Property. Should the City or any owner, lessee or tenant bring an action to enforce any of the terms of this Covenant and Agreement, the prevailing party shall be entitled to costs of suit including reasonable attorneys' fees.


7. Subject to the prior written approval of the City by its Public Works Director, any provision contained herein may be terminated, modified or amended as to all of the Property or any portion thereof. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the Office of the Recorder of Riverside County, California, an appropriate instrument evidencing the same including the consent thereto by the City.

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

MERITAGE HOMES OF CALIFORNIA, INC.,
a California corporation



Name: KEVIN KIMBALL
Title: Division President



Name: PETER VANEK
Title: Vice President - Land Development
& Forward Planning

APPROVED AS TO FORM:



Name: KRISTI J. SMITH
Deputy City Attorney

APPROVED AS TO CONTENT:



Name: Kevin Marshall
Public Works Department

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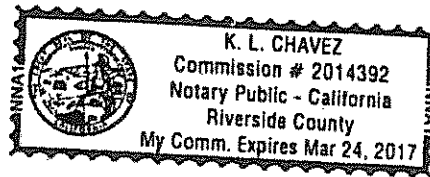
STATE OF California)
COUNTY OF Riverside)

On Dec 3 2014, before me, K.L. Chavez, Notary Public, personally appeared Kevin Kimball, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

K.L. Chavez (SEAL)
Notary Public Signature



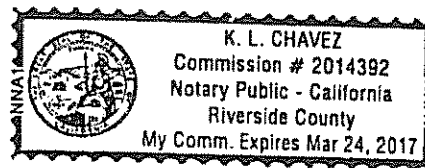
STATE OF California)
COUNTY OF Riverside)

On Dec 3 2014, before me, K.L. Chavez, Notary Public, personally appeared Peter Vane K, who 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.

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WITNESS my hand and official seal.

K.L. Chavez (SEAL)
Notary Public Signature



C/A-1277W

EXHIBIT "A"

That certain real property in the City of Riverside, County of Riverside, State of California described as follows:

Parcel 1

That portion of Lots 3 and 4 in Block 74 and that portion of Lot "M" of Tract No. 2 of La Sierra Heights, as shown by Map on file in Book 7 of Maps at Page 66 thereof, Records of Riverside County, California, described as follows:

Commencing at the most Westerly corner of said Lot 4;

Thence Southwesterly, on the Westerly extension of the Northerly line of said Lot 4, 40.06 feet to a point on the Easterly line of Holden Avenue, as now located and now known as La Sierra Avenue;

Thence Southeasterly on the Easterly line of said Holden Avenue, 142.97 feet, for the True Point of Beginning;

Thence Northeasterly, parallel with the Northerly line of said Lot 4 and the Westerly extension thereof, 162 feet;

Thence Northwesterly, parallel with the Easterly line of said Holden Avenue, 142.97 feet, to a point on the Northerly line of said Lot 4;

Thence Northeasterly, on the Northerly lines of said Lots 4 and 3, 841.25 feet to a point which bears South 69°45'15" West, 516.06 feet from the most Northerly corner of said Lot 3;

Thence South 12°05' East, 185.62 feet;

Thence South 69°51'38" West, 996.11 feet, to a point on said Easterly line of said Holden Avenue;

Thence Northwesterly, on the Easterly line of said Holden Avenue, 40 feet, to the True Point of Beginning;

Together with that portion of Lot 4 in Block 74 of Tract No. 2 of La Sierra Heights, as shown by Map on file in Book 7 of Maps at Page 66 thereof, Records of Riverside County, California, described as follows:

Commencing at the most Westerly corner of said Lot 4;

Thence Northeasterly on the Northerly line of said Lot 4, 91.94 feet, for the True Point of Beginning;

Thence Northeasterly, on the Northerly line of said Lot 4, 30 feet;

Thence Southeasterly, parallel with the Easterly line of La Sierra Avenue (formerly Holden Avenue), 142.97 feet;

Thence Southwesterly, parallel with the Northerly line of said Lot 4, 30 feet;

Thence Northwesterly parallel with the Easterly line of said La Sierra Avenue, 142.97 feet, to the True Point of Beginning.

Parcel 2

That portion of Lots 3 and 4 in Block 74 of Tract No. 2 of La Sierra Heights, as shown by Map on file in Book 7 of Maps at Page 66 thereof, Records of Riverside County, California, described as follows:

Beginning at a point on the Southwesterly line of said Lot 4, South 14°13' East, 182.97 feet from the most Westerly corner of said Lot 4;

Thence North 69°51'38" East, 956.05 feet to a point on the Southwesterly line of the parcel of land conveyed to Mina M. Lewis and Ora D. Lewis, her husband, by deed recorded August 6, 1947 as Instrument No. 648 of Official Records of Riverside County, California;

Thence South 12°05' East, 163.17 feet, to a point on a line which is parallel with and 185 feet Northwesterly from the Southeasterly lines of said Lots 3 and 4;

Thence Southwesterly, parallel with the Southeasterly lines of said Lots 3 and 4, 952.40 feet, to the Southwesterly line of said Lot 4;

Thence North 14°13' West, on said Southwesterly line, 184.43 feet, more or less to the Point of Beginning;

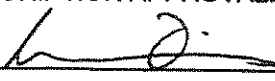
Together with the Easterly 40 feet of Lot "M" (known as Holden Avenue) lying between the Southwesterly extension of the Northwesterly and Southeasterly lines of said property, vacated by Order of the Board of Supervisors of the County of Riverside, recorded January 22, 1930 in Book 837, Page 423 of Deeds, Records of Riverside County, California.

Parcel 3

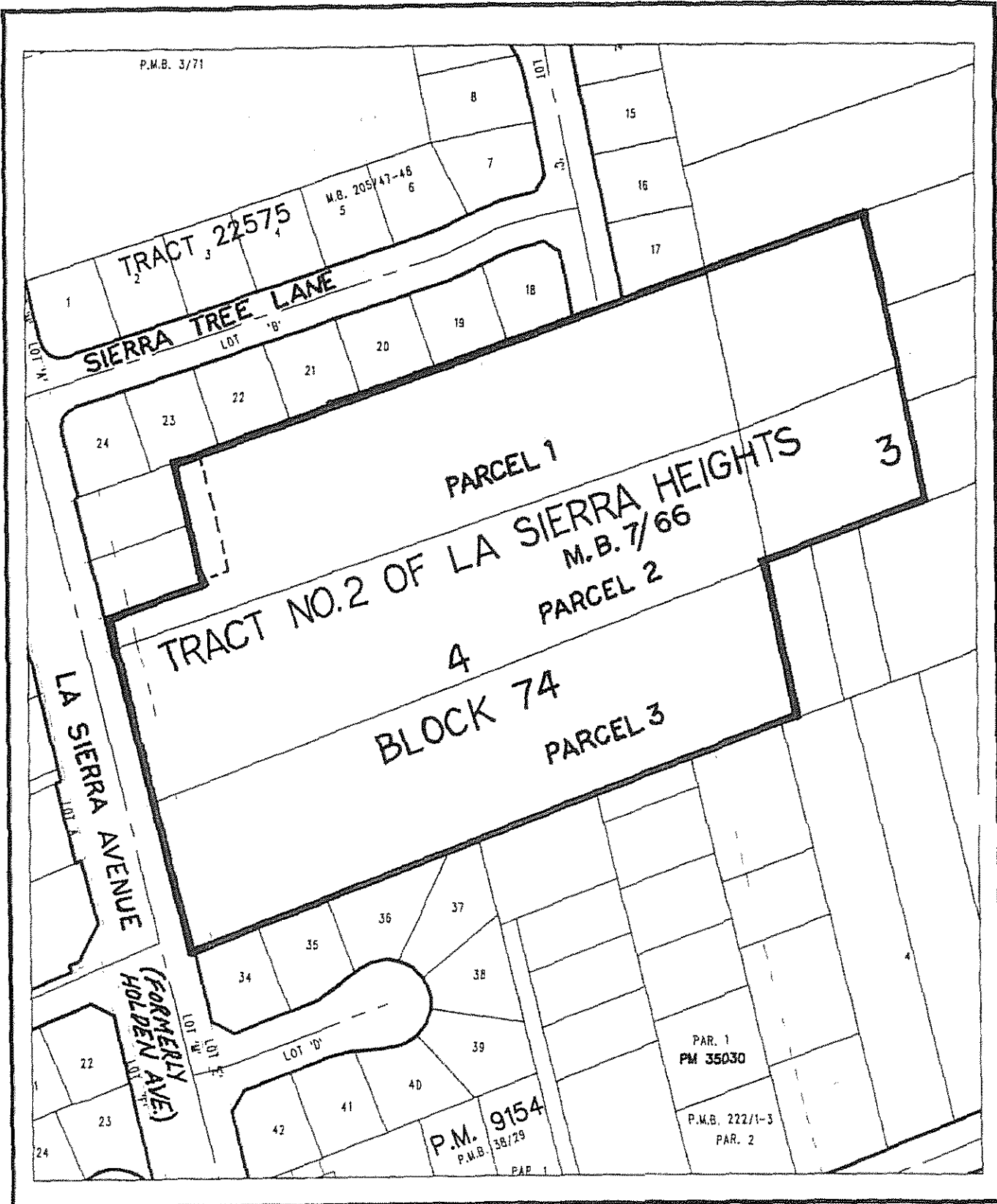
The Southerly 185 feet of Lot 4 in Block 74 of Tract No. 2 of La Sierra Heights, as shown by Map on file in Book 7 of Maps at Page 66 thereof, Records of Riverside County, California;

Together with the Easterly 40 feet of Lot "M" (known as Holden Avenue) lying between the Southwesterly extension of the Northwesterly and Southeasterly lines of said property, vacated by Order of the Board of Supervisors of the County of Riverside, recorded January 22, 1930 in Book 837, Page 423 of Deeds, Records of Riverside County, California.

DESCRIPTION APPROVAL:

BY:  12/9/14
DATE

FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR



◆ CITY OF RIVERSIDE, CALIFORNIA ◆

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

Sheet 1 of 1



Scale: N.T.S.

Drawn by: evega

Date: 12/09/14

Subject: WQMP

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