

2017-0024979

01/20/2017 09:22 AM Fee: \$ 39.00

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Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



WHEN RECORDED MAIL TO:

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

Planning Case: P14-0472

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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 9th day of January, 2017, by Lennar Homes of California, Inc. ("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 39534 consisting of 85 single family residential lots located east of the intersection of Trautwein Rd. and Grove Community Dr. APN: 284-140-014, 018

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 P14-0472, 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 P14-0472, 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.

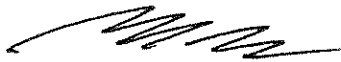
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6. The terms of this Covenant and Agreement may be enforced by the City, its successors or assigns, and by any owner, lessee or tenant of the Parcels of the Property. Should the City or any owner, lessee or tenant bring an action to enforce any of 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.

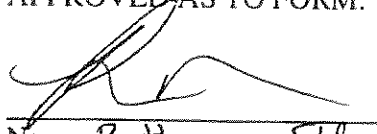
IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.

Lennar Homes of California, Inc.



Geoff Smith
Authorized Agent – Land Development Operations

APPROVED AS TO FORM:



Name: Ruthann Elder
Deputy City Attorney

APPROVED AS TO CONTENT:



Name: Mark Steyer
Public Works Department

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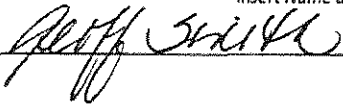
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Riverside)

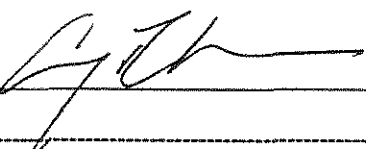
On January 9, 2017 before me, Amy R. Williams Notary
date Insert Name and Title of the officer

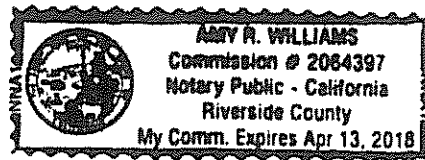
Public, personally appeared 
Name(s) of Signer(s)

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.

Signature: 



OPTIONAL
Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended 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(s)

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

Signer is Representing: _____

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

Signer is Representing: _____

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EXHIBIT "A"

REAL PROPERTY IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1: (APN: 284-140-18-4)

LOT 3 IN BLOCK 25 TOGETHER WITH THE SOUTH HALF OF JOHN F. KENNEDY DRIVE AND THE WEST HALF OF COLE STREET ADJOINING SAID BLOCK ON THE EAST AS SHOWN ON THE MAP OF ALESSANDRO TRACT ON FILE IN BOOK 6 PAGE 13 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION INCLUDED IN TRAUTWEIN ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED JUNE 28, 1956 IN BOOK 1935 PAGE 71 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF RIVERSIDE BY DEEDS RECORDED DECEMBER 16, 1988 AS INSTRUMENT NO. 369583 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM PARCEL 1 OF RECORD OF SURVEY ON FILE IN BOOK 83 PAGES 51 THROUGH 56, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED MAY 1, 1989 AS INSTRUMENT NO. 139125 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION LYING IN TRACT NO. 24641 ON FILE IN BOOK 251 PAGE(S) 26, 27 AND 28 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN TRACT NO. 28863 AS SHOWN BY MAP ON FILE IN BOOK 276 PAGE(S) 6 THROUGH 10 INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL 1 OF PARCEL MAP NO. 23466 AS SHOWN BY PARCEL MAP ON FILE IN BOOK 161 PAGE(S) 62 AND 62 INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM LOT 1 OF TRACT NO. 30508-1, AS PER MAP FILED ON AUGUST 23, 2006 IN BOOK 409, PAGES 8 THROUGH 13 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

SAID LAND IS ALSO SHOWN AS REMAINDER PARCEL 1 OF TRACT NO. 30508-1, AS PER MAP FILED ON AUGUST 23, 2006 IN BOOK 409, PAGES 8 THROUGH 13 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM 51 PERCENT OF THE OIL, GAS, HYDROCARBON AND MINERAL SUBSTANCES UNDERLYING SAID LAND BELOW 500 FEET FROM THE SURFACE OF THE SAME, WITHOUT THE RIGHT OF SURFACE ENTRY AS RESERVED BY MARY H. TRAUTWEIN, ET AL, IN

DEED RECORDED APRIL 29, 1963 AS INSTRUMENT NO. 42998 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM ALL UNRESERVED MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER IN OR UNDER OR WHICH MAY BE PRODUCED FROM SAID PROPERTY WHICH UNDERLIES A PLANE PARALLEL TO AND FIVE

HUNDRED FEET (500') BELOW THE PRESENT SURFACE OF SAID PROPERTY FOR THE PURPOSE OF PROSPECTING FOR, THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF SAID MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER FROM SAID PROPERTY BUT WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OR ANY PORTION THEREOF ABOVE SAID PLANE PARALLEL TO AND FIVE HUNDRED FEET (500') BELOW THE PRESENT SURFACE OF THE SAID PROPERTY FOR ANY PURPOSE WHATSOEVER, AS RESERVED BY ORANGECREST HILLS L.P., A WASHINGTON LIMITED PARTNERSHIP IN DEED RECORDED NOVEMBER 6, 2002 AS INSTRUMENT NO. 641136 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2: (APN: 284-140-014-0)

LOTS 2, 3 AND 4 IN BLOCK 26, TOGETHER WITH THE SOUTH HALF OF JOHN F. KENNEDY DRIVE, THE EAST HALF OF COLE STREET, THE WEST HALF OF BARTON STREET ADJOINING SAID BLOCK ON THE NORTH, WEST, AND EAST AS SHOWN ON THE MAP OF ALESSANDRO TRACT ON FILE IN BOOK 6 PAGE 13 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION LYING IN TRACT NO. 24641 ON FILE IN BOOK 251 PAGE(S) 26, 27 AND 28 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM LOTS 2 AND 3 OF TRACT NO. 30508-1, AS PER MAP FILED ON AUGUST 23, 2006 IN BOOK 409, PAGES 8 THROUGH 13 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN BARTON STREET AND GROVE COMMUNITY DRIVE ALSO KNOWN AS SIEGAL AVENUE.

SAID LAND IS ALSO SHOWN AS REMAINDER PARCEL 2 OF TRACT NO. 30508-1, AS PER MAP FILED ON AUGUST 23, 2006 IN BOOK 409, PAGES 8 THROUGH 13 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM 51 PERCENT OF THE OIL, GAS, HYDROCARBON AND MINERAL SUBSTANCES UNDERLYING SAID LAND BELOW 500 FEET FROM THE SURFACE OF THE SAME, WITHOUT THE RIGHT OF SURFACE ENTRY AS RESERVED BY MARY H. TRAUTWEIN, ET AL, IN DEED RECORDED APRIL 29, 1963 AS INSTRUMENT NO. 42998 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM ALL UNRESERVED MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER IN OR UNDER OR WHICH MAY BE PRODUCED FROM SAID PROPERTY WHICH UNDERLIES A PLANE PARALLEL TO AND FIVE

HUNDRED FEET (500') BELOW THE PRESENT SURFACE OF SAID PROPERTY FOR THE PURPOSE OF PROSPECTING FOR, THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF SAID MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER FROM SAID PROPERTY BUT WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OR ANY PORTION THEREOF ABOVE SAID PLANE PARALLEL TO AND FIVE HUNDRED FEET (500') BELOW THE PRESENT SURFACE OF THE SAID PROPERTY FOR ANY PURPOSE WHATSOEVER, AS RESERVED BY ORANGECREST HILLS L.P., A WASHINGTON LIMITED PARTNERSHIP IN DEED RECORDED NOVEMBER 6, 2002 AS INSTRUMENT NO. 641136 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DESCRIPTION APPROVAL:

 1/21/16

CURTIS C. STEPHENS, L.S. 7519 DATE
CITY SURVEYOR

CERTIFICATE OF INCUMBENCY
OF
LENNAR HOMES OF CALIFORNIA, INC.

FEBRUARY 13, 2015

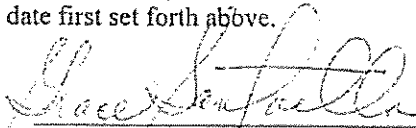
The undersigned, Grace Santaella, as the duly elected and acting Assistant Secretary of LENNAR HOMES OF CALIFORNIA, INC., a California corporation (the "Corporation"), hereby certifies on behalf of the Corporation that each of the following individuals is a duly elected officer of the Corporation and is incumbent in such office(s) opposite his/her respective name as of the date hereof, and that except where indicated by an asterisk (*) any one of the following persons is authorized to execute and deliver documents on behalf of the Corporation:

<u>NAME</u>	<u>TITLE</u>
Miller, Stuart A.	Chief Executive Officer
Gross, Bruce	Chief Financial Officer
Jaffe, Jonathan M.	Chief Operating Officer
Beckwitt, Richard	President
Amaral, David	Vice President
Baayoun, John (Yahya Zakour Baayoun)	Vice President
Balken, Kristi	Vice President
Barker, Dustin	Vice President
Besette, Diane	Vice President
Bonner, Kofi	Vice President
Burns, Michele	Vice President
Chu, Susy	Vice President
Clemens, Jeffrey T.	Vice President
Collins, David	Vice President
Condon, Joy	Vice President
Conklin, Tara	Vice President
Davey, Anita L.	Vice President
Denius, Darryl S.	Vice President
Gatchalian, Ryan	Vice President
Gross, Bruce	Vice President
Gualco, Larry	Vice President
Higgins, Erik R.	Vice President
Jaffe, Jonathan M.	Vice President
Jochim, Lynn	Vice President
Jones, Gordon	Vice President
Keith, Earl	Vice President
Kelly, Donna	Vice President
Larson, Don	Vice President
Lavender, John	Vice President
Lee, Al	Vice President

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Locher, Michael	Vice President
Marlin, L. Christian	Vice President
Mayer, Joan	Vice President
McGuff, Greg	Vice President
Miller, Merrill (Mike)	Vice President
Roos, Jeffrey	Vice President
Roos, Valerie	Vice President
Sheaff, Thomas	Vice President
Stickelman, Laura	Vice President
Sustana, Mark	Vice President
Torres, Mark	Vice President
Totah, Suheil	Vice President
Tummolo, Robert	Vice President
Sustana, Mark	Secretary
Besette, Diane	Treasurer
Collins, David	Controller
Decker, Becca	Authorized Agent - Homebuilding/Sales Operations
Escamilla, Isabelle	Authorized Agent - Homebuilding/Sales Operations
Lavender, Jennifer	Authorized Agent - Homebuilding/Sales Operations
Smith, Monica	Authorized Agent - Homebuilding/Sales Operations
Geist, David	Authorized Agent - Land Development Operations
Pryor, D'wayne	Authorized Agent - Land Development Operations
Schroeder, Randy	Authorized Agent - Land Development Operations
Smith, Geoff	Authorized Agent - Land Development Operations
Stearn, David	Authorized Agent - Land Development Operations
Tucker, John Lester	Authorized Agent - Land Development Operations
Valdez, Jarnne	Authorized Agent - Land Development Operations
Murias, Manuel	Authorized Agent - Payroll Operations
Petrolino, Michael	Authorized Agent - Tax Operations
Prince, Steven	Authorized Agent - Tax Operations
Schaan, Todd	Authorized Agent - Tax Operations
Galloway, Lisa	Authorized Agent
Geist, David*	Assistant Secretary
Houk, Melanie*	Assistant Secretary
Leyva, Sandra*	Assistant Secretary
Mayer, Joan*	Assistant Secretary
McGuff, Greg*	Assistant Secretary
Santaella, Grace*	Assistant Secretary
Wilson, Trudie*	Assistant Secretary
DeSouza, Jacqueline S.	Assistant Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary and on behalf of the Corporation as of the date first set forth above.



Grace Santaella, Assistant Secretary

Certificate of Incumbency of Lennar Homes of California, Inc.

February 2015

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