

RECORDING REQUESTED BY:

CHICAGO TITLE  
WHEN RECORDED MAIL TO:

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

Project: Tract No. 20135

062965

RECEIVED FOR RECORD

AT 8:30 O'CLOCK A.M.

MAR 1 1989

Recorded in Official Records  
of Riverside County, California

*William F. Brown*  
Recorder

Fees \$ 13

COVENANT AND AGREEMENT  
ESTABLISHING EASEMENTS FOR COMMON  
DRIVEWAY, DRAINAGE, SEWER, AND UTILITIES

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 12th day of January, 1989, by SUNSET VILLA ESTATES, a California limited partnership (hereinafter referred to as "Declarant") with reference to the following facts:

- A. Declarant is the fee owner of the real property (the "Property") located in the City of Riverside, County of Riverside, State of California, described as follows:  
  
Lots 5, 6, 7 and 8 of Tract No. 20135 as shown by map on file in Book 199 of Maps, at Pages 26 through 28 thereof, Records of Riverside County, California.
- B. The Property is part of a residential subdivision. Declarant proposes to provide access to a publicly dedicated street for Lots 5, 6, 7 and 8 over, along and across a common driveway serving said lots, which area will also be used for both public and private utilities including sewer.
- C. The City of Riverside (the "City") as a condition of approval of the map for Tract No. 20135 (Revised) is requiring the Declarant to record a Covenant and Agreement subject to the City Attorney's approval for the joint driveway use between Lots 5, 6, 7 and 8 of Tract No. 20135.

NOW, THEREFORE, for the purpose of complying with one of the conditions imposed by the City of Riverside for the approval of the map for Tract No. 20135, and in consideration of such approval, the Declarant hereby covenants and agrees with the City of Riverside as follows:

- 1. There is hereby established over, along and across the following portion of the Property a nonexclusive easement for a common driveway for ingress and egress, drainage, sewer, and utilities for the use and benefit of and as an easement appurtenant to Lots 5, 6, 7 and 8:

548404-7

13/4

DESCRIPTION APPROVAL 1/13/89  
*George P. Hutchinson*  
SURVEYOR, CITY OF RIVERSIDE

See 11-2-89 # 384016

C/A-143

That portion of the northwest quarter of Section 1, Township 3 South, Range 5 West, San Bernardino Meridian, described as follows:

Commencing at the most westerly corner of Lot 61 of Tract No. 4351, as shown by map on file in Book 71 of Maps, at pages 47 through 50, inclusive thereof, Records of Riverside County, California;

Thence North  $09^{\circ} 10' 37''$  East, a distance of 606.47 feet for the TRUE POINT OF BEGINNING, said point being in a curve, concave to the northwest, having a radius of 48.00 feet, the radial line at said point bears South  $31^{\circ} 38' 39''$  East;

Thence northeasterly along said curve, to the left, through a central angle of  $49^{\circ} 35' 53''$ , an arc distance of 41.55 feet to a point therein, the radial line at said point bears South  $81^{\circ} 14' 32''$  East;

Thence South  $49^{\circ} 51' 15''$  East, a distance of 82.97 feet to the beginning of a tangent curve, concave to the southwest, having a radius of 220.00 feet;

Thence southeasterly along said curve, to the right, through a central angle of  $16^{\circ} 28' 16''$ , an arc distance of 63.24 feet to the end thereof;

Thence South  $33^{\circ} 22' 59''$  East, a distance of 26.18 feet to the beginning of a tangent curve, concave to the northeast, having a radius of 100.00 feet;

Thence southeasterly along said curve, to the left, through a central angle of  $18^{\circ} 59' 24''$ , an arc distance of 33.14 feet to the end thereof;

Thence South  $52^{\circ} 22' 24''$  East, a distance of 49.67 feet to the beginning of a tangent curve, concave to the northwest, having a radius of 44.00 feet;

Thence southwesterly along said curve, to the right, through a central angle of  $217^{\circ} 58' 48''$ , an arc distance of 167.40 feet to the end thereof;

Thence North  $14^{\circ} 23' 35''$  West, a distance of 49.67 feet to the beginning of a tangent curve, concave to the southwest, having a radius of 100.00 feet;

Thence northwesterly along said curve, to the left, through a central angle of  $18^{\circ} 59' 24''$ , an arc distance of 33.14 feet to the end thereof;

Thence North  $33^{\circ} 22' 59''$  West, a distance of 26.18 feet to the beginning of a tangent curve, concave to the southwest, having a radius of 180.00 feet;

Thence northwesterly along said curve, to the left, through a central angle of  $16^{\circ} 28' 16''$ , an arc distance of 51.75 feet to the end thereof;

Thence North  $49^{\circ} 51' 15''$  West, a distance of 78.35 feet to the true point of beginning.

Said common driveway shall be a nonexclusive easement for ingress and egress, surface water drainage, and the installation, construction, maintenance, repair, replacement and use of a driveway, sewer, and utilities for the use and benefit of and as an easement appurtenant to each lot comprising the Property.

2. In the event the Declarant shall sell or convey any of the lots comprising the Property, the Declarant shall grant and reserve, as is appropriate, the easement hereinabove described so as to provide that the owners, lessees, occupants and invitees of the lots of the Property shall have the right of use of the common driveway.

3. Lots 5, 6, 7 and 8 shall not have vehicular access to a public street except by the common driveway established herein.

4. The right of way created by said easement shall be maintained in a good, passable condition under all traffic and weather conditions. No owner, tenant or occupant of any of the lots of the Property shall install, construct, maintain, or permit any barrier or obstacle to be placed on the common driveway above described.

5. The cost of the original construction of the common driveway shall be borne by Declarant. The cost of the reasonable repair and maintenance of the common driveway shall be borne equally by the owners of each lot of the Property; provided, however, the cost of repair due to the installation, construction, repair, or maintenance of utilities or sewer to serve any lot of the Property shall be borne exclusively by the owner of such lot.

6. Repairs on the said private common driveway shall be required when the majority of the owners of the lots of the Property reach an agreement in writing that repairs are needed. Pursuant to said agreement, such owners shall obtain three bids from licensed contractors and shall accept the lowest of said three bids and shall then initiate the repairs of said common driveway with each owner bearing his 25% share of the costs and expense thereof, regardless of whether such owners shall have concurred with said agreement or not.

7. Every owner of a lot comprising the Property who shall cause or allow in any manner said common driveway to be used, traversed, or altered by vehicular traffic or otherwise, thereby causing damage to the surface thereof as may be determined by a majority of the owners of the other three lots comprising the Property, shall bear as his responsibility the costs and expenses of repairing such damage.

8. If a dissenting owner shall not pay his pro rata share of costs and expense immediately upon receiving his bill for the same, the remaining such owners shall be entitled without further notice to institute legal action for the collection of funds advanced on behalf of such dissenting owner in accordance with the provisions of California Civil Code Section 845, and shall be entitled to recover in such action in addition to the funds advanced, interest thereon at the current prime rate of interest, until paid, all costs and disbursements of such action, including such sum or sums as the Court may fix and for a reasonable attorney's fees.

9. Declarant hereby acknowledges that a public utility easement for a waterline and an easement for a public sewerline will be dedicated on the final map for Tract No. 20135 over, along and across the easement area hereinabove described in Paragraph 1.

62965

Declarant, for itself and its successors and assigns, agrees that any and all necessary approvals and permits from the appropriate public entities will be obtained prior to the installation of any private utilities.

10. The provisions of this Covenant and Agreement shall be enforceable at law and in equity by Declarant, each successive owner, lessee or occupant of any lot of the Property, and the City. In the event of any legal or equitable proceeding for the enforcement of or to restrain any violation thereof, the prevailing party shall be entitled to court costs including reasonable attorneys' fees. The failure of the Declarant, any owner, lessee or occupant, or the City to enforce any provision of the Covenant and Agreement shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other provision thereof.

11. Any person who now or hereafter owns or acquires any right, title or interest in or to any lot of the Property shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and easement contained herein; and (b) to have been granted and be subject to the easement described hereinabove, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in any lot of the Property.

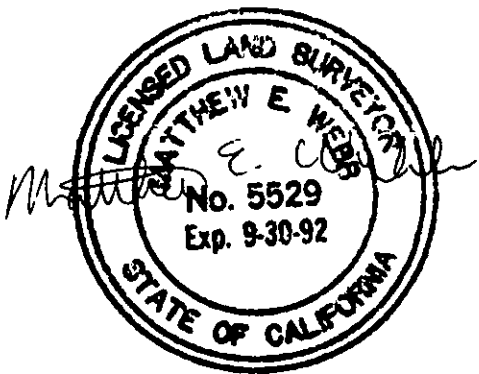
12. These Covenants and Agreements shall run with the land and shall be binding upon the Declarant, its successors and assigns, and shall continue in effect until such time as released by the City Council of the City of Riverside, California.

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

SUNSET VILLA ESTATES, a California limited partnership

By *Roger D. Chaussee*  
ROGER D. CHAUSSEE, General Partner

By *H. Dale Cook*  
H. DALE COOK, General Partner



*[Handwritten signature]*

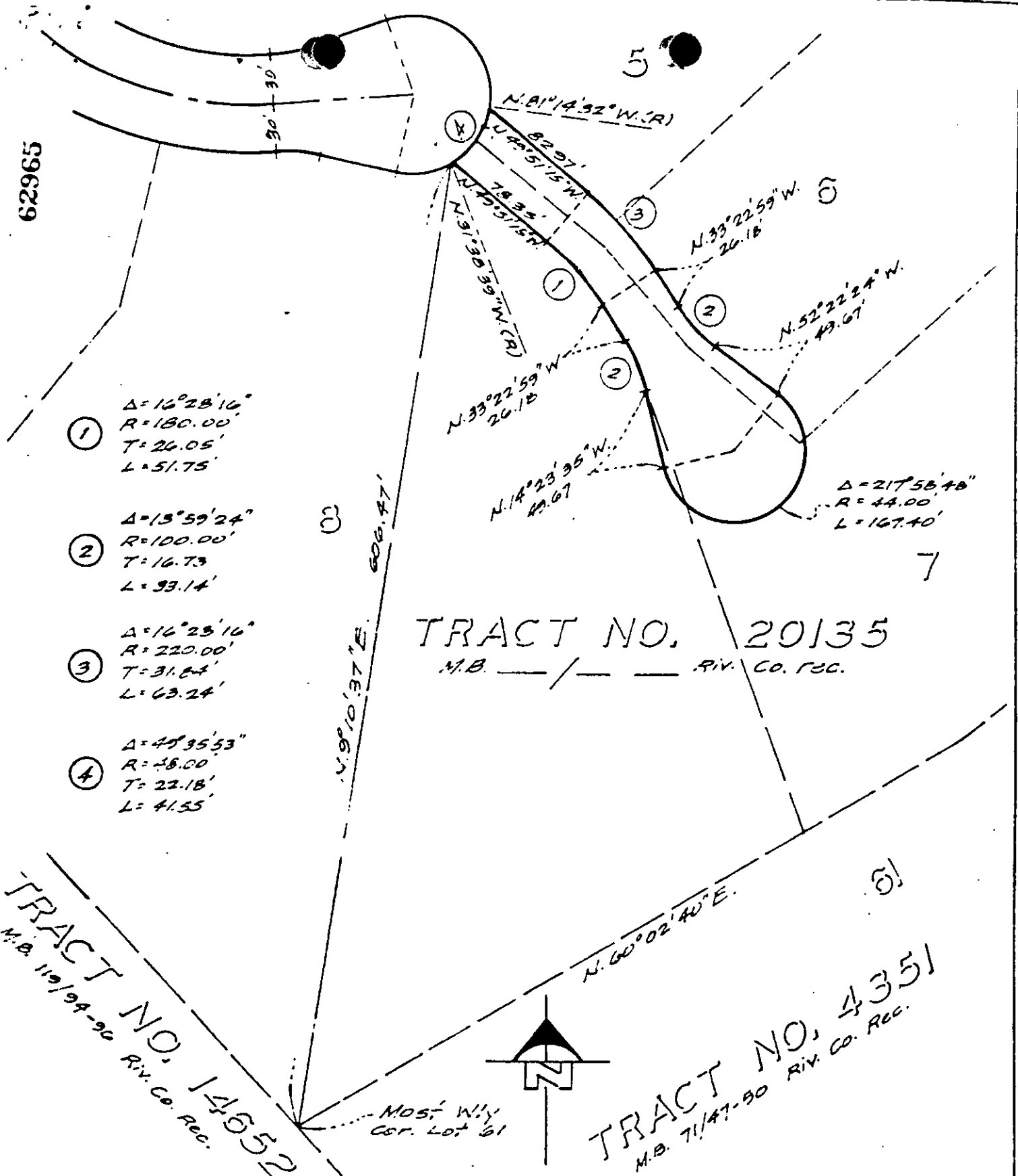
BP/1629A/jm  
1/6/89

STATE OF CALIFORNIA RIVERSIDE  
COUNTY OF

On JANUARY 12, 1989 before me, the undersigned, a Notary Public in and for  
said State, personally appeared ROGER D. CHAUSSEE and H. DALE COOK\*\*\*\*\*

an Title Company  
62965

62965



①  $\Delta = 16^{\circ}28'16''$   
 $R = 180.00'$   
 $T = 26.05'$   
 $L = 51.75'$

②  $\Delta = 13^{\circ}59'24''$   
 $R = 100.00'$   
 $T = 16.73'$   
 $L = 33.14'$

③  $\Delta = 16^{\circ}28'16''$   
 $R = 220.00'$   
 $T = 31.84'$   
 $L = 63.24'$

④  $\Delta = 40^{\circ}35'53''$   
 $R = 48.00'$   
 $T = 22.18'$   
 $L = 41.55'$

TRACT NO. 20135  
 M.B. — / — — Riv. Co. Rec.

TRACT NO. 14652  
 M.B. 11/19/94-96 Riv. Co. Rec.

TRACT NO. 4351  
 M.B. 7/1/47-80 Riv. Co. Rec.

• 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 <u>1</u> OF <u>1</u>	84-81
SCALE 1" = 80'	DRAWN BY <u>KLM</u> DATE <u>2/10/88</u>	SUBJECT <u>TRACT NO. 20135</u>

C/A-10-2

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

Project: Grading Plan  
Tract No. 20135

RECEIVED FOR RECOT  
AT 2:00 O'CLOCK P.M.

NOV - 2 1989

Recorded in Official Records  
of Riverside County, California

*William F. Brady*  
Recorder

Fees \$ 17

384016

COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS

(Private Drainage Facilities and Easements)

This Covenant and Agreement and Declaration of Restrictions is made and entered into this 31<sup>ST</sup> day of OCTOBER, 1989 by SUNSET VILLA ESTATES, a California limited partnership (hereinafter called the "Declarant"), with reference to the following facts:

- A. Declarant is the owner of the real property (the "Property") in the City of Riverside, County of Riverside, State of California, described as follows:  
  
Lots 9, 11, 12 and 13 of Tract No. 20135, as shown by map on file in Book 199 of Maps, at Pages 26 through 28 thereof, Records of Riverside County, California.
- B. Declarant desires to improve and develop the Property as a part of a residential subdivision including the construction of private cross-lot drainage facilities in accordance with plans on file with the Public Works Department of the City of Riverside, California, to accept surface water runoff and storm water and to carry such waters to a public street. Declarant desires to impose upon the Property a plan for the development and maintenance of such drainage facilities and to adopt and establish covenants, conditions, restrictions and easements upon and with respect to the Property for such purpose, all of which is in the furtherance of a general plan for the subdivision and improvement of the Property, and for the purpose of enhancing, maintaining and protecting the value, desirability and attractiveness of the Property, and upon and subject to which all of the Property shall be held, improved and conveyed.
- C. The City of Riverside (the "City") as a condition to the issuance of a grading permit for the Property pursuant

DESCRIPTION APPROVAL 10/21/89

*George P. Hutchins*  
SURVEYOR, CITY OF RIVERSIDE

See 3-1-89 # 62965

CA-143

to the grading plan for Tract 20135 on file with the Public Works Department of City requires that a means be provided for disposing of surface runoff water and storm water on and from the Property.

NOW, THEREFORE, Declarant declares that the Property is, and shall hereafter be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following covenants, conditions, restrictions and easements, all of which are declared and agreed to be in furtherance of a general plan for the subdivision, development, improvement, protection, maintenance, and sale of the Property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value, desirability and attractiveness of the Property, and all of which are in consideration for the issuance by the City of a grading permit for a portion of Tract 20135. All of the covenants, conditions, restrictions and easements shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or any Lot or portion thereof, and shall be binding on 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 Lot of the Property shall be and hereby is deemed to incorporate by reference all of the provisions of this Covenant and Agreement and Declaration of Restrictions, including, but not limited to all the covenants, conditions, restrictions, limitations, grants of easement, rights, rights-of-way and equitable servitudes contained herein.

1. Definitions. In addition to the definitions hereinbefore set forth, the following words or phrases where used in this Covenant and Agreement and Declaration of Restrictions (except when the context otherwise requires) shall have the following definitions:

a. "Declarant" shall mean Sunset Villa Estates, a California limited partnership, its successors and assigns.

b. "Declaration" shall mean this Covenant and Agreement and Declaration of Restrictions.

c. "Drainage Facility Easement Areas" shall mean the areas of each Lot of the Property upon which an easement is established pursuant to Paragraph 5 below and the most westerly seven feet of the most northerly 120 feet of Lot 9 of Tract No. 20135.

d. "Established Drainage Facilities" shall mean all improvements constructed or installed by Declarant for drainage of surface or storm waters in the accordance with the Grading Plan for Tract 20135 on file with the Public Works Department of City.

e. "Lot" or "Lots" shall mean the Lot or Lots of the Property described hereinabove.

f. "Owner" shall mean any person, whether an individual, corporation, association or otherwise, in which title to a Lot is vested, as shown by the Official Records of the Office of the County Recorder of Riverside County, California. Declarant shall be deemed the Owner of all unsold or retained Lots until Declarant, its successors or assigns shall have executed and caused to be recorded in the Office of the County Recorder of Riverside County, California, an instrument of conveyance conveying the respective Lot. If more than one person is owner of a Lot, then all such persons shall be jointly and severally liable for all obligations herein of the owner of a Lot.

2. Construction of Established Drainage Facilities. The Declarant shall construct or cause to be constructed private cross-lot drainage facilities (Established Drainage Facilities) consisting of a concrete drainage swale in the Drainage Facility Easement Areas, all in accordance with the grading plan for Tract 20135 on file with the Public Works Department of City. The cross-lot drainage facilities shall be constructed prior to the sale or development of any Lot of the Property.

3. Interference with Established Drainage Facilities. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on any Lot which may damage or interfere with, or obstruct or retard the flow of water through the Established Drainage Facilities.

4. Maintenance of Established Drainage Facilities. The Owner of each Lot, for the benefit of every other Lot and the owners thereof, shall continuously maintain, repair, and replace, if necessary, any and all Established Drainage Facilities located within said Drainage Facility Easement Areas and this obligation for maintenance, repair and replacement of such Established Drainage Facilities shall be borne by each Owner of a Lot to the extent that such drainage facility is within the boundaries of such Lot.

5. Establishment of Drainage Facility Easements. Declarant hereby establishes, grants and reserves nonexclusive easements at the location and for the purposes set forth as follows:

a. A nonexclusive easement for the construction, installation, maintenance, repair, replacement and use of drainage facilities for surface water runoff and storm water and for ingress and egress in connection with said facilities for the use and benefit of and as an easement appurtenant to Lot 9 of Tract No. 20135, as shown by map on file in Book 199 of Maps, at Pages 26 through 28 thereof, Records of Riverside County, California, over, along and across the westerly 7 feet of Lot 11 of Tract No. 20135 as shown by map on file in Book 199 of Maps, at Pages 26 through 28 thereof, Records of Riverside County, California.



b. A nonexclusive easement for the construction, installation, maintenance, repair, replacement and use of drainage facilities for surface water runoff and storm water and for ingress and egress in connection with said facilities for the use and benefit of and as an easement appurtenant to Lots 9 and 11 of Tract No. 20135 as shown by map on file in Book 199 of Maps, at pages 26 through 28 thereof, Records of Riverside County, California, over, along and across the westerly 7 feet of Lot 12 of Tract No. 20135 as shown by map on file in Book 199 of Maps, at Pages 26 through 28 thereof, Records of Riverside County, California.

c. A nonexclusive easement for the construction, installation, maintenance, repair, replacement and use of drainage facilities for surface water runoff and storm water and for ingress and egress in connection with said facilities for the use and benefit of and as an easement appurtenant to Lots 9, 11 and 12 of Tract No. 20135 shown by map on file in Book 199 of Maps, at Pages 26 through 28 thereof, Records of Riverside County, California, over, along and across the westerly 7 feet of Lot 13 of Tract No. 20135 as shown by map on file in Book 199 of Maps, at Pages 26 through 28 thereof, Records of Riverside County, California.

6. Enforcement. The provisions of this Declaration shall be enforceable at law and in equity by Declarant, each successive Owner and, subject to the provisions of Paragraph 7 below, the City. In the event of any legal or equitable proceeding for the enforcement of or to restrain the violation of this Declaration or any provision hereof, the prevailing party therein shall be entitled to reasonable attorneys' fees in addition to any other costs to which such party is entitled therein. The failure of Declarant, any Owner or the City to enforce any provision of this Declaration shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision hereof.

7. Notice from the City. Any remedy granted to the City pursuant to Paragraph 6 hereof shall be exercisable by the City only if the Owner shall fail to cure a violation of breach hereof after five days' written notice from the City, or, if such cure cannot be completed within such five-day period, if the Owner shall fail to commence to cure the same within such five-day period and to diligently prosecute such cure to completion. Any notice given by the City pursuant to this paragraph shall be delivered to the Owner in person, or sent by U. S. mail, registered or certified, return receipt requested, postage prepaid, addressed to the Owner at the last known mailing address of the Owner.

8. Release. Declarant and each successive Owner of a Lot hereby release the City of Riverside, its officers, employees and agents from any and all claims, demands, suits or actions that the Declarant or Owner and their heirs, successors or assigns may now or

in the future have arising out of or incurred as a result of water flooding, flowing over, or remaining on any Lot whether due to natural surface water and storm water runoff or to the construction and maintenance of the private cross-lot drainage facilities and the diversion of water into such facilities. Declarant agrees that the matters released herein are not limited to matters which are known or disclosed, and Declarant, for itself and each successive Owner, waives any and all rights and benefits which it now has, or in the future may have, conferred upon it by virtue of the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

In this connection, Declarant agrees, represents and warrants that it is familiar with, has read, and understands Civil Code Section 1542, and it realizes and acknowledges that factual matters now unknown to it may have given, or may hereafter give rise to claims, which are presently unknown, unanticipated and unsuspected, and Declarant further agrees, represents and warrants that this Release has been negotiated and agreed upon in light of that realization and that Declarant nevertheless intends to release, discharge, and acquit the City from any such unknown claims, which are in any way related to the water flooding, flowing over, or remaining on any Lot whether due to natural surface water and storm water runoff or to the construction and maintenance of the private cross-lot drainage facilities and the diversion of water into such facilities.

9. Indemnification. Each Owner of a Lot hereby agrees to defend, indemnify and hold harmless the City of Riverside, its officers, employees and agents from any and all liabilities, expenses, claims or causes of action arising out of or alleged to be caused by or resulting from water flooding, flowing over, or remaining on any property whether due to natural surface water or storm water runoff or to the construction and maintenance of the private cross-lot drainage facility on said Lot and the diversion of water into such facility.

10. Effect of Declaration. Any person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and easement contained herein; and (b) to have been granted and be subject to each applicable easement described in Paragraph 5 hereof, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

12. Mutuality, Reciprocity, Run with Land. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of each and every portion of the Property and create mutual, equitable servitudes upon each Lot as the servient tenement in favor of every other Lot as the dominant tenement and create reciprocal rights and obligations among the respective Owners of all of the Lots, and privity of contract and estate among all grantees of the Lots, their successors and assigns in interest. In addition, each of the provisions hereof shall operate as covenants running with the land for the benefit of the Property and each Lot, and shall inure to the benefit of all Owners thereof, their successors and assigns in interest, and shall apply to and bind each successive Owner of each Lot or portion thereof, their successors and assigns in interest.

13. Termination and Modification. Subject to the prior written approval of the City Council of City of Riverside, this Declaration, and any provision contained herein, may be terminated, modified or amended as to all of the Property or any portion thereof, upon the written consent of the Owners of 75% of the total number of square feet of land area contained in the Property; provided, however, that as long as Declarant owns at least 25% of the total square feet contained in the Property, no such termination, modification or amendment shall be effective without the prior written approval of Declarant. 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, the Declarant has executed this Declaration on the day and year first above written.

APPROVED AS TO FORM  
*Nancy J. Duran*  
CHIEF ASSISTANT CITY ATTORNEY

SUNSET VILLA ESTATES, a  
California limited partnership

By *Roger D. Chaussee*  
Roger D. Chaussee, a  
general partner

By *H. Dale Cook*  
H. Dale Cook, a  
general partner

BP/2181A/jm  
10/23/89

C/A - 143