

Mar. 3, 1989

Photographed By Tigor

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

MAR - 3 1989
Presented to Official Records
of Riverside County, California
William E. Stoney
Recorder

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RECEIVED FOR RECORD
AT 2:00 O'CLOCK A.M.

FEB 28 1989
Presented to Official Records
of Riverside County, California
William E. Stoney
Recorder

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

(Acceptance of Drainage Waters)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 7 day of November, 1988, by EMBLEM DEVELOPMENT CORPORATION, a California corporation (hereinafter called "Subdivider"), with reference to the following facts:

A. Subdivider is the owner of the following described real property located in the City of Riverside, County of Riverside, State of California, and hereinafter referred to as "Lot 48", "Lot 49" and "Lot 50", respectively:

Lot 48

Lot 48 of Tract No. 22108-1, as shown by map on file in Book 195 of Maps, at pages 90 through 95 thereof, Records of Riverside County, California.

Lot 49

Lot 49 of Tract No. 22108-1, as shown by map on file in Book 195 of Maps, at pages 90 through 95 thereof, Records of Riverside County, California.

Lot 50

Lot 50 of Tract No. 22108-1, as shown by map on file in Book 195 of Maps, at pages 90 through 95 thereof, Records of Riverside County, California.

B. Subdivider desires to improve and develop Lots 48, 49 and 50 as a part of a residential subdivision. The grading plans for Tract No. 22108-1 submitted to the Public Works Department of the City of Riverside propose the acceptance and channeling of storm flow and nuisance drainage waters (hereinafter referred to as "drainage waters") from the

This document is being re-recorded to add the book and page to the legal description.

DESCRIPTION APPROVAL 12.13.88
George P. ...
SURVEYOR, CITY OF RIVERSIDE

SAFECO Stock No. CAL-501195-6-011 Ad. Corp. 61031

COUNTY OF SAN BERNARDINO } ss
On this the 7TH day of NOVEMBER 19 88 before me, the undersigned, a Notary Public in and for said County and State, personally appeared
PHILIP W. WALSH personally
known to me or proved to me on the basis of satisfactory evidence to be the
President, and
PAT BROWNING personally
known to me or proved to me on the basis of satisfactory evidence to be
Secretary of the corporation that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by laws or a resolution of its board of directors.
Signature *Barbara B. Coldrum*

FOR NOTARY SEAL OR STAMP
OFFICIAL SEAL
BARBARA B. COLDRUM
Notary Public - California
SAN BERNARDINO COUNTY
My Comm. Exp. Aug. 31, 1990

C/A-104

AS REQUESTED BY:

COMMONWEALTH LAND

WHEN RECORDED MAIL TO:

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

Project: Tract 22108-1

061034

RECORDED FOR RECORD
AT 2:30 P.M. A.M.

FEB 28 1989

Approved in Official Records
Notary Public - California
SAN BERNARDINO COUNTY
My Comm. Exp. Aug 31, 1990
Barbara B. Coldiron

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

(Acceptance of Drainage Waters)

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Lot 49

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Lot 50

Lot 50 of Tract No. 22108-1, as shown by map on file in Book 195 of Maps, at pages 90 through 95 thereof, Records of Riverside County, California.

B. Subdivider desires to improve and develop Lots 48, 49 and 50 as a part of a residential subdivision. The grading plans for Tract No. 22108-1 submitted to the Public Works Department of the City of Riverside propose the acceptance and channeling of storm flow and nuisance drainage waters (hereinafter referred to as "drainage waters") from the

This document is being re-recorded to add the book and page to the legal description.

COUNTY OF SAN BERNARDINO } ss
On this the 7TH day of NOVEMBER 19 88 before me, the undersigned, a Notary Public in and for said County and State, personally appeared PHILIP W. WALSH personally known to me or proved to me on the basis of satisfactory evidence to be the President, and PAT BROWNING personally known to me or proved to me on the basis of satisfactory evidence to be Secretary of the corporation that executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors

Signature *Barbara B. Coldiron*

FOR NOTARY SEAL OR STAMP



CIA-164

Mar. 3, 1989

Photographed By Ticc

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DESCRIPTION APPROVAL 12/13/88
George P. McTeague
City of Riverside

SAFE CO. Stock No. CAL 607, (B) (4) Act. Comm. 61034

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property lying northwesterly of Lots 48, 49 and 50 into private cross-lot drainage facilities to be constructed by Subdivider on and along the easterly boundaries of Lots 48, 49 and 50 and tied into drainage facilities to be constructed in Del Oro Drive.

C. The City of Riverside ("City") as a condition to the approval of Tract No. 22108-1 is requiring Subdivider to execute and record a covenant and agreement for cross-lot drainage to accept drainage waters in facilities to be constructed along and on the easterly boundaries of Lots 48, 49 and 50 and into Del Oro Drive.

NOW, THEREFORE, incorporating the above recitals, and for the purpose of complying with a condition imposed by the City for the approval of Tract 22108-1, Subdivider hereby covenants and agrees with the City of Riverside as follows:

1. Construction of Drainage Facilities.

Subdivider shall construct or cause to be constructed private cross-lot drainage facilities on the easterly 10 feet of Lots 48, 49 and 50 consisting of a concrete-lined channel to convey drainage waters to water disposal facilities at Del Oro Drive, all as shown on the grading plan for Tract 22108-1 as filed with the Public Works Department of the City of Riverside. The cross-lot drainage facilities shall be constructed prior to the sale or development of Lots 48, 49 or 50.

2. Acceptance of Surface Water Runoff.

Subdivider agrees to accept and does hereby accept upon the easterly 10 feet of Lots 48, 49 and 50 the drainage waters flowing from the property lying northwesterly of Lots 48, 49 and 50.

3. Interference with Cross-Lot Drainage Facilities.

No structures, planting or other material shall be placed or permitted to remain or other activities undertaken on Lots 48, 49 or 50 which may damage or interfere with, or obstruct or retard the flow of drainage waters through the cross-lot drainage facilities located on and along the easterly 10 feet of Lots 48, 49 and 50.

4. Maintenance of Cross-Lot Drainage Facilities.

Subdivider, for the use and benefit of the property lying northwesterly of Lots 48, 49 and 50, shall continuously maintain, repair and replace, if necessary, any and all of the cross-lot drainage facilities above described; and this obligation for maintenance, repair and replacement of such facilities shall be borne by the successors and assigns of Subdivider as to Lots 48, 49 and 50.

5. RELEASE.

Subdivider and each successive owner of Lots 48, 49 and 50 hereby release City and its officers, employees and agents from any and all claims, demands, suits or actions that Subdivider and its successors or assigns may now or in the future have arising out of or

Mar. 3, 1989

Photographed By Titor

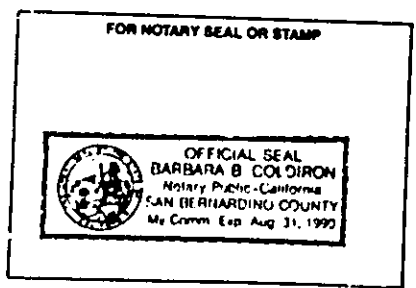
67304

SAFECO Stock No. CAL 0511 (6-83) Acc. Code 61034

COUNTY OF SAN BERNARDINO } SS
On this the 7TH day of NOVEMBER 19 8H before me,
the undersigned, a Notary Public in and for said County and State
personally appeared
PHILIP W. WALSH personally
known to me or proved to me on the basis of satisfactory evidence to be
the President, and
PAT BROWNING personally
known to me or proved to me on the basis of satisfactory evidence to be
Secretary of a corporation that executed the within
instrument on behalf of the corporation therein named and acknow-
ledged to me that such corporation executed the within instrument
pursuant to its by-laws or a resolution of its board of directors

Signature *Barbara Boldron*

TITLE INSURANCE



C/A - 164

incurred as a result of water flooding, flowing over, or remaining on said Lots 48, 49 and 50 whether due to the natural surface water and storm water runoff from the northwesterly property or to the construction and maintenance of the private cross-lot drainage facilities and the diversion of water into said facilities and into Del Oro Drive drainage facilities.

6. ENFORCEMENT.

The provisions of this Covenant and Agreement shall be enforceable at law and in equity by City or the owners of the northwesterly property. In the event of any legal or equitable proceeding for the enforcement of or to restrain the violation of this Covenant and Agreement or any provisions, the prevailing party shall be entitled to costs of suit including reasonable attorneys' fees. The failure of City or any owner of the northwesterly property to enforce any provision of this 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 provision thereof.

7. EFFECT OF COVENANT AND AGREEMENT.

Any person who now or hereafter owns or acquires any right, title or interest in or to Lots 48, 49 or 50 shall be deemed to have consented and agreed to every covenant, condition and restriction contained herein.

8. RUN WITH LAND.

This Covenant and Agreement, and each and every provision hereof, shall run with the land and shall be binding upon Subdivider and its successors and assigns and shall continue in effect until such time as released by the City Council of City.

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

EMBLEM DEVELOPMENT CORPORATION,
a California corporation

By Philip W Walsh
President

By Pat Browning
Secretary

RAS/1378A/jm

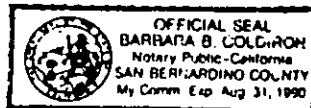
APPROVED AS TO FORM

Robert A. ...
Notary Public

STATE OF CALIFORNIA }
COUNTY OF SAN BERNARDINO } ss
On this the 7TH day of NOVEMBER 19 88 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared
PHILIP W. WALSH, personally
known to me or proved to me on the basis of satisfactory evidence to be
the President, and
PAT BROWNING, personally
known to me or proved to me on the basis of satisfactory evidence to be
Secretary of the corporation that executed the within
instrument on behalf of the corporation named, and acknowledged
to me that such corporation executed the within instrument
pursuant to its by-laws or a resolution of its board of directors.
Signature Barbara B. Coldron



FOR NOTARY SEAL OR STAMP



C/A-164

Mar. 3, 1989

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SAFECO Stock No. CAL 071 (94-031) Ack. Corporation
61034