

71-4

Recording Requested by:

Continental Land Title Co.

When Recorded Mail to:

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

Project: Tract No. 21767-2.

COPY of Document Recorded
on JAN 16 1990 at No. 17222
has been compared with
original.
County Recorder
RIVERSIDE COUNTY, CALIFORNIA

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

(Private Drainage Facilities and Easement)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 11th. day of October, 1989, by M.J. BROCK & SONS, INC., a Delaware Corporation, (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 1 through 10 of Tract No. 21767-2, as shown by map on file in Book 178 of Maps at Pages 61 through 64 thereof, Records of Riverside County, California.

B. Declarant desires to improve and develop the Property as part of a residential subdivision including the construction of private cross-lot drainage facilities in accordance with plans on file with the City of Riverside, California, to accept surface water runoff and storm water and to carry such waters to Sycamore Canyon Park.

C. 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.

D. The City of Riverside (the "City") as a condition to the issuance of a grading permit for the Property requires that a means be provided for the disposing of surface water runoff and storm water on and from the Property.

10-24511-01

NOW, THEREFORE, Declarant declares 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 the grading of the Property. 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 to 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 easements, rights-of-ways and equitable servitudes contained herein.

1. DEFINITIONS: In addition to the definitions hereinbefore set forth, the following words or phrases where used in the Covenant and Agreement and Declaration of Restrictions (except when the context otherwise requires) shall have the following definitions:
 - a. "Declarant" shall mean M.J. BROCK & SONS, INC., a Delaware Corporation, its successors and assigns.
 - b. "Declaration" shall mean this Covenant and Agreement and Declaration of Restrictions.
 - c. "Drainage Facility Easement Area" shall be the areas on Lots 1 through 10 of the Property described in Exhibit "A", attached hereto and incorporated herein by the reference.

Tract 21767-2
COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

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- d. "Established Drainage Facilities" shall mean all improvements constructed or installed by Declarant on Lots 1 through 10 Tract No. 21767-2 for drainage of surface of storm waters in accordance with the landscape plan for Tract No. 21767.

- e. "Lot" or "Lots" shall mean the Lot or Lots of Tract No. 21767-2 hereinabove described and referred to as the Property.
 - 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 Recorder of Riverside County, California. Declarant shall be deemed the Owner of all unsold or retained Lots until Declarant, its successor 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 DRAINAGE FACILITIES. The Declarant shall construct or cause to be constructed private cross-lot drainage facilities consisting of 8 inch A.B.S. pipe with a depth of 12 inches at top of pipe with an N.D.S. 1213 drain box with risers or equivalent on or across Lots 1 through 10, all in accordance with the approved landscape plan for Tract 21767 filed with the City. The cross-lot drainage facilities shall be constructed prior to the sale or development of any Lot of the Property.
3. INTERFERENCE WITH 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 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, 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 EASEMENT. Declarant hereby establishes, grants and reserves nonexclusive easements on those portions of the Drainage Facility Easement Area described in Exhibit "A", attached hereto and incorporated herein by this reference at the locations and for the purposes set forth:
 - a. A ten-foot wide nonexclusive easement over that portion of the above-described Drainage Facility Easement Area located on Lot 2 of Tract No. 21767-2 as shown by map on file in Book 178 of Maps, at pages 61 through 64 thereof, records of Riverside County, California for the construction, 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 1, 3 and 4 of Tract No. 21767-2 as shown by map on file in Book 178 of Maps, at pages 61 through 64 thereof, records of Riverside County, California.

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George P. Hutchinson by F
SURVEYOR, CITY OF RIVERSIDE

- b. A ten-foot wide nonexclusive easement over that portion of the above-described Drainage Facility Easement Area located on Lot 3 of Tract No. 21767-2 as shown by map on file in Book 178 of Maps, at pages 61 through 64 thereof, records of Riverside County, California for the construction, 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 4 of Tract No. 21767-2 as shown by map on file in Book 178 of Maps, at pages 61 through 64 thereof, records of Riverside County, California.
- c. A ten-foot wide non-exclusive easement over that portion of the above described Drainage Facility Easement Area located on Lot 5 of Tract No. 21767-2 or shown by map on file in Book 178 of maps, at pages 61 through 64 thereof, records of Riverside County, California for the construction, 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 6 and 7 of Tract No. 21767-2 as shown by map on file in Book 178 of Maps, of pages 61 through 64 thereof, records of Riverside County, California.
- d. A ten-foot wide non-exclusive easement over that portion of the above described Drainage Facility Easement Area located on Lot 6 of Tract No. 21767-2 as shown by map on file in Book 178 of Maps, at pages 61 through 64 thereof, records of Riverside County, California for the construction, 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 7 of Tract No. 21767-2 as shown by map on file in Book 178 of maps, of pages 61 through 64 thereof records of Riverside County, California.
- e. A ten-foot wide non-exclusive easement over that portion of the above described Drainage Facility Easement Area located on Lot 8 of Tract No. 21767-2 as shown by map on file in Book 178 of Maps, at pages 61 through 64 thereof, records of Riverside County, California for the construction, 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 7 and 9 of Tract No. 21767-2 as shown by map on file in Book 178 of maps, at pages 61 through 64 thereof, records of Riverside County, California.

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George P. White
SURVEYOR, CITY OF RIVERSIDE, F

f. A ten-foot wide non-exclusive easement over that portion of Lot 10 of Tract No. 21767-2 as shown by map on file in Book 178 of Maps, at pages 61 through 64 thereof, records of Riverside County, California, for the construction, 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. 21767-2 as shown by map on file in Book 178 of Maps, at pages 61 through 64 thereof, records of Riverside County, California, and Lot 1 of Tract No. 21767-3 as shown by Map on file in Book 181 of Maps at pages 59 through 63 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.

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George P. H. Tolson
SURVEYOR, CITY OF RIVERSIDE

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 or 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 or 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. Declarant and each successive Owner of a Lot hereby agree 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 due to the construction or maintenance of the private cross-lot drainage facilities as hereinabove described or the diversion of water into such facilities.~~

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 the 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 Property.

11. 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 servitude 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.

EASEMENT FOR DRAINAGE PURPOSES


EXHIBIT "A"

A 10.00 FOOT WIDE EASEMENT FOR DRAINAGE PURPOSES OVER THAT CERTAIN PROPERTY IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA DESCRIBED AS LOT 2 OF TRACT NO. 21767-2 AS FILED IN MAP BOOK 178, PAGES 61 THROUGH 64, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE THE NORTH LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89°32'54" EAST 121.00 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 2.

THE SOUTH LINE OF SAID 10.00 FOOT WIDE EASEMENT SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN THE EAST AND WEST LINE OF SAID LOT.

ALL AS SHOWN ON EXHIBIT "A", SHEET 2 ATTACHED HERETO AND MADE A PART HEREOF.


DAVID H. WILLIAMS L.S. 4131
EXPIRATION DATE: 06/30/92



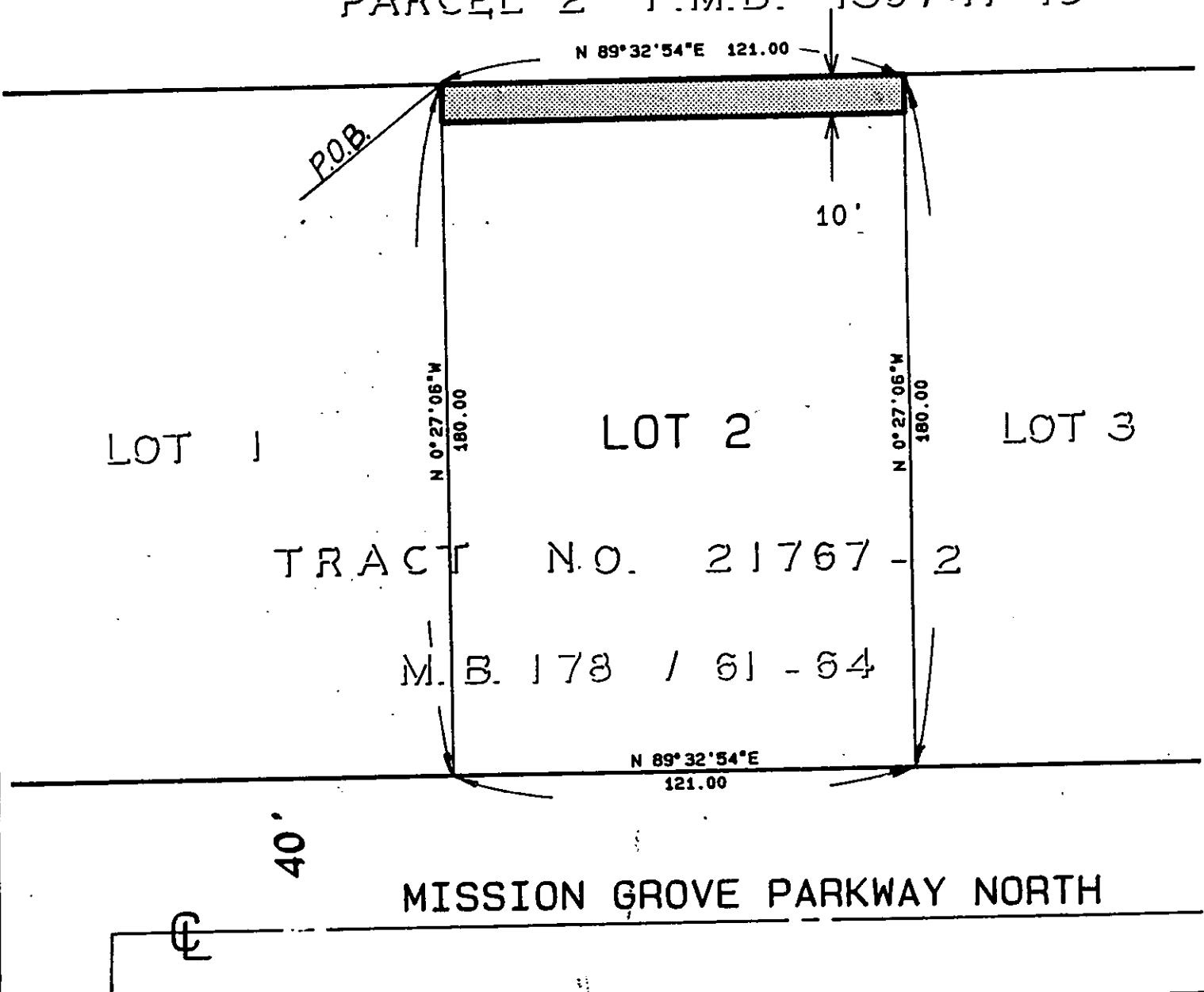
DESCRIPTION APPROVAL 12/19/89
George R. Hutchinson by F.
SURVEYOR, CITY OF RIVERSIDE

EXHIBIT "A"



SYCAMORE CANYON PARK

PARCEL 2 P.M.B. 136 / 47-48



LOT 1

LOT 2

LOT 3

TRACT N.O. 21767 - 2

M. B. 178 / 61 - 64

MISSION GROVE PARKWAY NORTH

**FUSCOE
WILLIAMS
LINDGREN
& SHORT**

Civil Engineers - Land Surveyors

11651 Sterling Avenue, Suite A
Riverside, California 92503
(714) 354-0161
FAX (714) 354-0810

**PRIVATE DRAINAGE EASEMENT
WITHIN THE CITY OF RIVERSIDE
OVER LOT NO. 2
TRACT NO. 21767-2**

**SHEET
2
OF
10**

EASEMENT FOR DRAINAGE PURPOSES


EXHIBIT "A"

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BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH 89°32'54" EAST 121.00 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 3.

THE SOUTH LINE OF SAID 10.00 FOOT WIDE EASEMENT SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN THE EAST AND WEST LINE OF SAID LOT.

ALL AS SHOWN ON EXHIBIT "A", SHEET 4 ATTACHED HERETO AND MADE A PART HEREOF.



DAVID H. WILLIAMS L.S. 4131
EXPIRATION DATE: 06/30/92



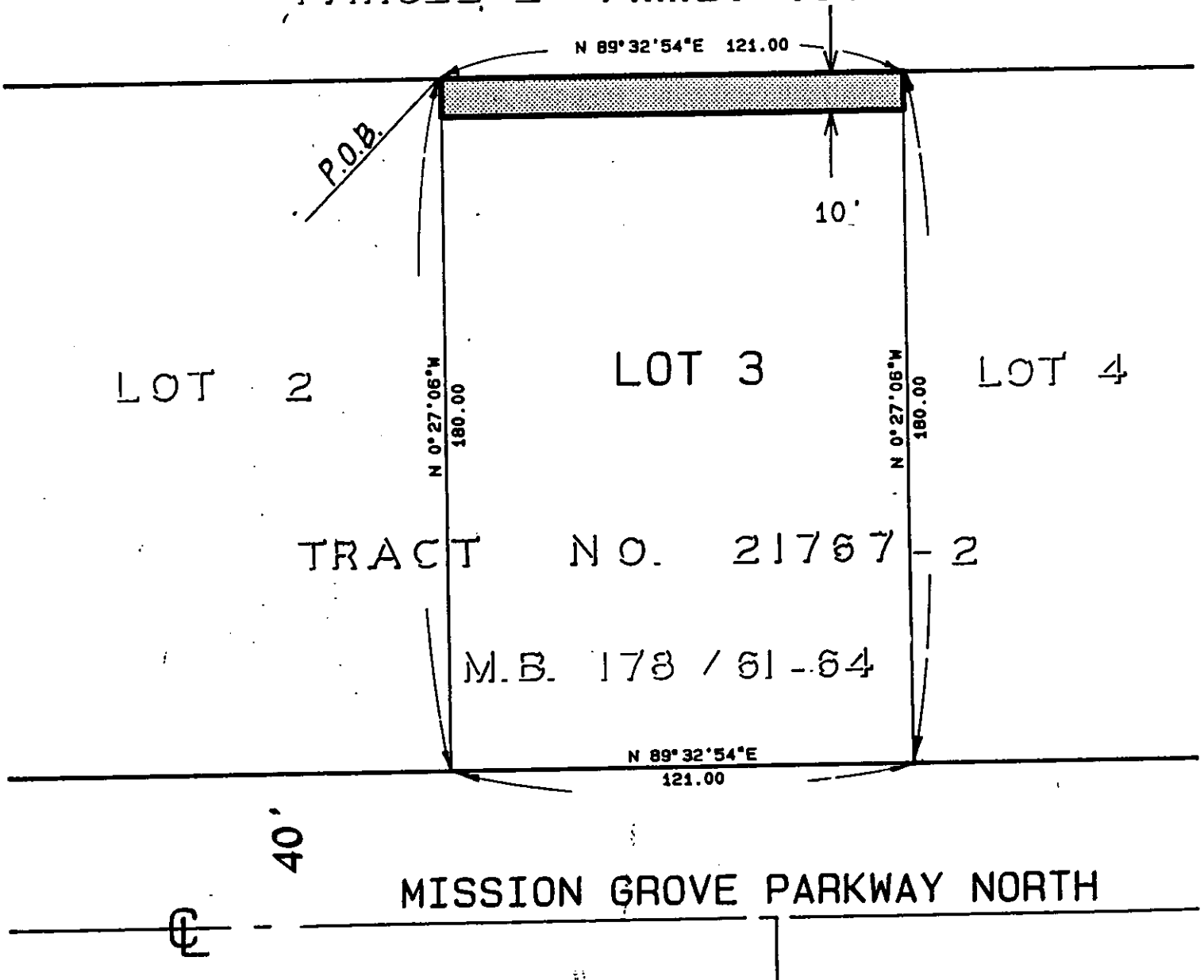
DESCRIPTION APPROVAL 12/19/89
George P. Hutchinson
SURVEYOR, CITY OF RIVERSIDE by F.

EXHIBIT "A"



SYCAMORE CANYON PARK

PARCEL 2 P.M.B. 136 / 47-48



**FUSCOE
WILLIAMS
LINDGREN
& SHORT**

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Civil Engineers - Land Surveyors

**PRIVATE DRAINAGE EASEMENT
WITHIN THE CITY OF RIVERSIDE
OVER LOT NO. 3
TRACT NO. 21767-2**

**SHEET
4
OF
10**

TRACT 21767-2, LOT 5

EASEMENT FOR DRAINAGE PURPOSES

EXHIBIT "A"

A 10.00 FOOT WIDE EASEMENT FOR DRAINAGE PURPOSES OVER THAT CERTAIN PROPERTY IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA DESCRIBED AS LOT 5 OF TRACT NO. 21767-2 AS FILED IN MAP BOOK 178, PAGES 61 THROUGH 64, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE THE NORTH LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE NORTH 89°32'54" EAST 121.00 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 5.

THE SOUTH LINE OF SAID 10.00 FOOT WIDE EASEMENT SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN THE EAST AND WEST LINE OF SAID LOT.

ALL AS SHOWN ON EXHIBIT "A", SHEET 6 ATTACHED HERETO AND MADE A PART HEREOF.



DAVID H. WILLIAMS L.S. 4131
EXPIRATION DATE: 06/30/92



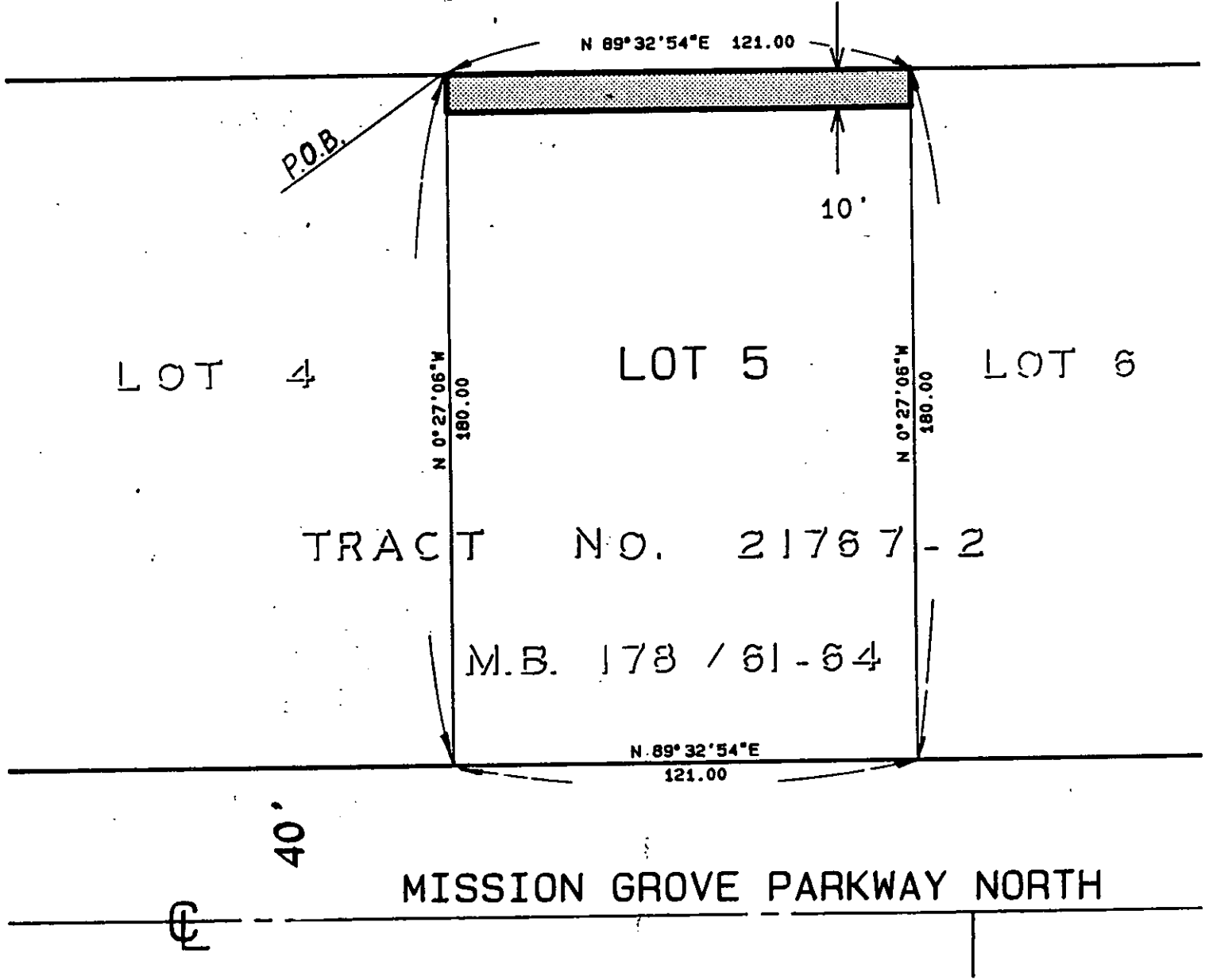
DESCRIPTION APPROVAL 12/19/89
George P. Hutchinson by F
SURVEYOR, CITY OF RIVERSIDE

EXHIBIT "A"



SYCAMORE CANYON PARK

PARCEL 2 P.M.B. 136 / 47-48



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& SHORT**

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**PRIVATE DRAINAGE EASEMENT
WITHIN THE CITY OF RIVERSIDE
OVER LOT NO. 5
TRACT NO. 21767-2**

**SHEET
6
OF
10**

EASEMENT FOR DRAINAGE PURPOSES

EXHIBIT "A"

A 10.00 FOOT WIDE EASEMENT FOR DRAINAGE PURPOSES OVER THAT CERTAIN PROPERTY IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA DESCRIBED AS LOT 8 OF TRACT NO. 21767-2 AS FILED IN MAP BOOK 178, PAGES 61 THROUGH 64, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE THE NORTH LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8; THENCE NORTH 89°32'54" EAST 121.00 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 8.

THE SOUTH LINE OF SAID 10.00 FOOT WIDE EASEMENT SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN THE EAST AND WEST LINE OF SAID LOT.

ALL AS SHOWN ON EXHIBIT "A", SHEET 8 ATTACHED HERETO AND MADE A PART HEREOF.



DAVID H. WILLIAMS L.S. 4131
EXPIRATION DATE: 06/30/92



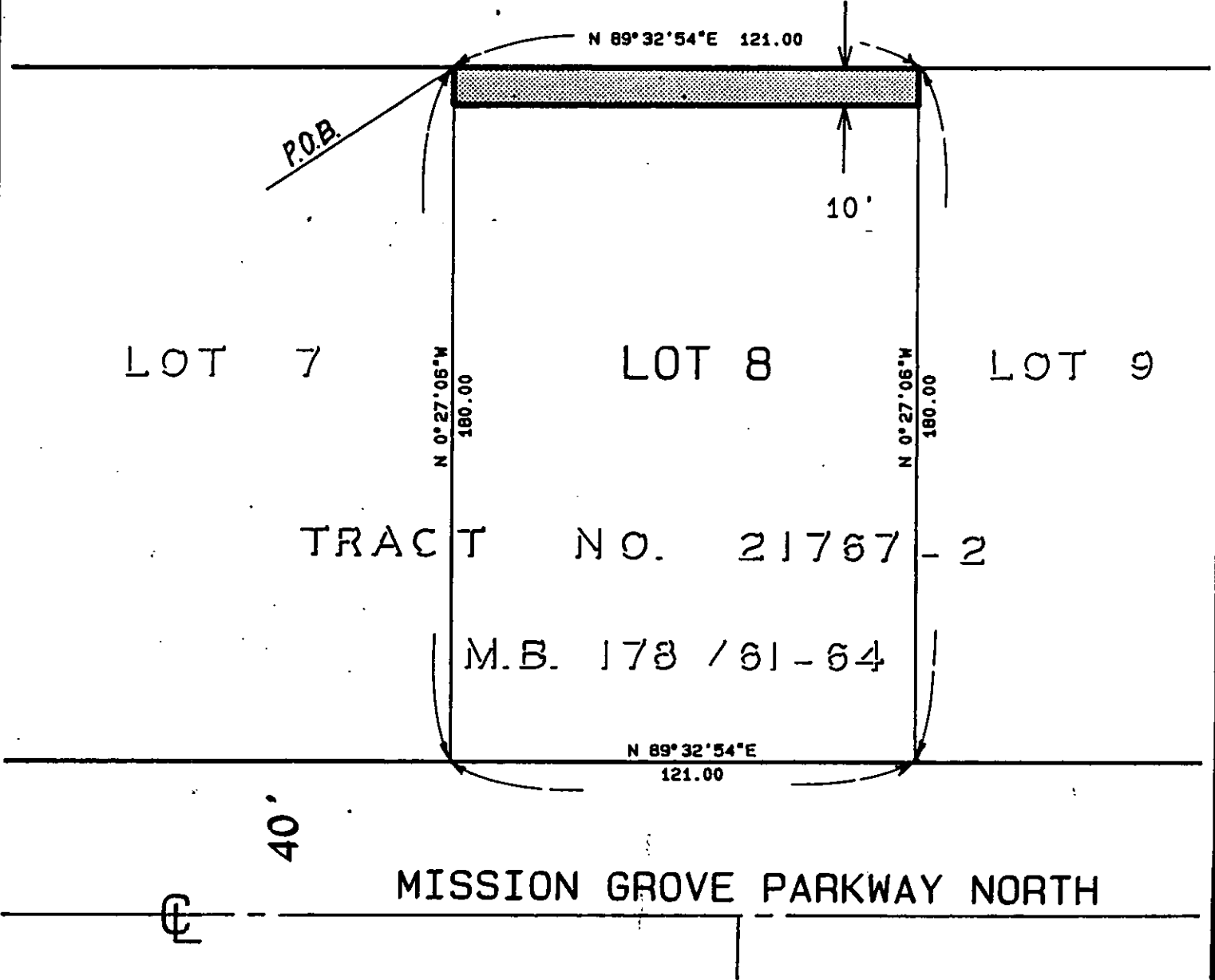
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George P. Hutchinson by F.
SURVEYOR, CITY OF RIVERSIDE

EXHIBIT "A"



SYCAMORE CANYON PARK

PARCEL 2 P.M.B. 136 / 47-48



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Civil Engineers · Land Surveyors

**PRIVATE DRAINAGE EASEMENT
WITHIN THE CITY OF RIVERSIDE
OVER LOT NO. 8
TRACT NO. 21767-2**

**SHEET
8
OF
10**

EASEMENT FOR DRAINAGE PURPOSES

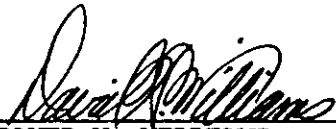
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BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE NORTH 89°32'54" EAST 121.00 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 10.

THE SOUTH LINE OF SAID 10.00 FOOT WIDE EASEMENT SHALL BE PROLONGED OR SHORTENED SO AS TO TERMINATE IN THE EAST AND WEST LINE OF SAID LOT.

ALL AS SHOWN ON EXHIBIT "A", SHEET 10 ATTACHED HERETO AND MADE A PART HEREOF.



DAVID H. WILLIAMS L.S. 4131
EXPIRATION DATE: 06/30/92



DESCRIPTION APPROVAL 12/19/89
George P. Hutchinson by F.
SURVEYOR, CITY OF RIVERSIDE

EXHIBIT "A"



SYCAMORE CANYON PARK

PARCEL 2 P.M.B. 136/47-48

N 89° 32' 54" E 121.00

P.O.B.

10'

LOT 9

LOT 10

N 0° 27' 06" W
180.00

N 0° 27' 06" W
180.00

TRACT NO. 21767 - 3

LOT 1

M.B. 181 / 59-63

TRACT NO. 21767 - 2

M.B. 178 / 61-64

N 89° 32' 55" E
121.00

40'

MISSION GROVE PARKWAY NORTH

**FUSCOE
WILLIAMS
LINDGREN
& SHORT**

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**PRIVATE DRAINAGE EASEMENT
WITHIN THE CITY OF RIVERSIDE
OVER LOT NO. 10
TRACT NO. 21767-2**

**SHEET
10
OF
10**

Civil Engineers - Land Surveyors