

RECORDING REQUESTED BY:
ORANGE COAST TITLE CO.

250676

WHEN RECORDED MAIL TO:

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

Project: Tract No. 23587
Grading Permit 2101

RECEIVED FOR RECORD
AT 3:00 O'CLOCK P.M.

JUL - 6 1990
Recorded in Official Records
of Riverside County, California
William F. Pomeroy
Recorder
Fees \$ 23
9/13/9

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 30th day of May, 1990, by LA SIERRA HILL, 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 1 through 9, and 20 through 23 of Tract No. 23587, as shown by map on file in Book 219 of Maps, at Pages 81 through 91 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.

DESCRIPTION APPROVAL 6/18/90
Walter R. Ayres by _____
SURVEYOR, CITY OF RIVERSIDE

C/A 202

- C. The City of Riverside (the "City") as a condition to the issuance of a grading permit for the Property pursuant to the grading plan for Tract No. 23587 on file with the Public Works Department of the 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 Tract No. 23587. 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 La Sierra Hill, 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 6 below.

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 No. 23587 on file with the Public Works Department of the City.

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

f. "Mortgage" shall mean any security device encumbering all or any portion of the Property or any Lot therein, and as used herein the term "Mortgage" shall include a deed of trust.

g. "Mortgagee" shall mean the record owner of a beneficial interest under a Mortgage.

h. "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. Prior to the sale or development of any Lot of the Property, the Declarant shall construct or cause to be constructed the following Established Drainage Facilities as shown on and in accordance with the Grading Plan for Tract No. 23587 on file with the Public Works Department of the City:

- a. a concrete drainage swale, down drain and drainage pit on Lots 1 through 5, inclusive,
- b. a concrete drainage swale and drainage pits on Lots 6 through 9, inclusive,
- c. a concrete drainage swale on Lots 20 and 21, and
- d. a concrete drainage swale and pit on Lot 23.

3. Acceptance of Surface Water Runoff. The Declarant acknowledges that the natural drainage flow of surface water runoff and storm water is not directly to a public street from each Lot of the Property. Therefore, Lot 6 accepts a portion of the natural drainage flow from Lots 7 through 8; Lot 7 accepts a portion of the natural drainage flow from Lot 8; Lot 19 accepts a portion of the natural drainage flow from Lot 18; Lot 20 accepts a portion of the natural drainage flow from Lots 18 and 19; Lot 21 accepts a portion of the natural drainage flow from Lots 18 through 20; Lot 22 accepts a portion of the natural drainage flow from Lots 18 through 20; and Lot 23 accepts a portion of the natural drainage flow from Lots 18, 19 and Lot 22.

4. Interference with Established Drainage Facilities and Natural Surface Water Drainage. 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. No wall, fence or other structure shall be placed on or near the property lines of the Lots which would block the natural drainage flow of surface water runoff and storm water as accepted in Paragraph 3 above.

5. 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 on such Lot 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.

6. Establishment of Drainage Facility Easements. Declarant hereby establishes, grants and reserves nonexclusive easements at the locations 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 2 of Tract No. 23587 as shown by map on file in Book 217 of Maps, at Pages 87 through 91 thereof, Records of Riverside County, California, over, along and across the following portion of Lot 1 of Tract 23587 as shown by map on file in Book of Maps, at Pages through thereof, Records of Riverside County, California, being a strip of land 10.00 feet wide lying 5 feet on each side of the following described centerline, the side lines of which are extended or shortened accordingly so as to terminate in the lot lines or in the bisections of any and all angle points in said centerline, more particularly described as follows:

Commencing at the southwesterly corner of said Lot 1;
 THENCE along the southerly line of Lot 1 South 89°56'09" East 15.34 feet to the TRUE POINT OF BEGINNING;
 THENCE leaving said lot line North 11°55'57" East 19.84 feet to an angle point in the described centerline;
 THENCE North 34°50'12" East 90.66 feet to an angle point in the described centerline;
 THENCE North 41°22'12" East 36.80 feet to an angle point in the described centerline;
 THENCE North 5°56'35" East 8.11 feet to a point in the northerly line of said Lot 1, said point being the TRUE POINT OF TERMINUS.

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 Lot 2 of Tract No. 23587 as shown by map on file in Book of Maps, at Pages through thereof, Records of Riverside County, California, over, along and across the following portion of Lot 3 of Tract 23587 as shown by map on file in Book of Maps, at Pages through thereof, Records of Riverside County, California, being a strip of land 10.00 feet wide lying 5 feet on each side of the following described centerline, the side lines of which are extended or shortened accordingly so as to terminate in the lot lines or in the bisections of any and all angle points in said centerline, more particularly described as follows:

DESCRIPTION APPROVAL 6/8/20
Walter R. Ayre by _____
 SURVEYOR, CITY OF RIVERSIDE

for

Commencing at the southwesterly corner of said Lot 3;

THENCE along the southerly line of Lot 3 North $86^{\circ}12'47''$ East 71.77 feet to the TRUE POINT OF BEGINNING;

THENCE leaving said lot line North $49^{\circ}51'30''$ West 3.54 feet to an angle point in the described centerline;

THENCE North $19^{\circ}51'55''$ West 54.09 feet to an angle point in the described centerline;

THENCE North $37^{\circ}43'35''$ West 32.72 feet to an angle point in the described centerline;

THENCE North $29^{\circ}34'15''$ West 34.52 feet to a point in the northerly line of said Lot 3, said point being South $89^{\circ}56'9''$ East 13.34 feet from the Northwesterly corner of said Lot 3 as measured along the northerly line thereof and being the TRUE POINT OF TERMINUS.

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 Lot 2, 3 and 5 of Tract No. 23587 as shown by map on file in Book 219 of Maps, at Pages 87 through 91 thereof, Records of Riverside County, California, over, along and across the following portion of Lot 4 of Tract 23587 as shown by map on file in Book _____ of Maps, at Pages _____ through _____ thereof, Records of Riverside County, California, being a strip of land 10.00 feet wide lying 5 feet on each side of the following described centerline, the side lines of which are extended or shortened accordingly so as to terminate in the lot lines or in the bisections of any and all angle points in said centerline, more particularly described as follows:

Commencing at the southwesterly corner of said Lot 4;

THENCE along the southerly line of said Lot 4 North $80^{\circ}47'32''$ East 58.66 feet to the TRUE POINT OF BEGINNING;

THENCE leaving said lot line North $0^{\circ}32'05''$ West 30.50 feet to an angle point in the described centerline;

THENCE North $19^{\circ}30'14''$ East 79.05 feet to Point "A";

THENCE North $49^{\circ}51'30''$ West 16.04 feet to a point in the northerly line of said Lot 4, said point being North $86^{\circ}12'47''$ East 71.77 feet from the northwesterly corner of said Lot 4 as measured along the northerly line thereof and being the TRUE POINT OF TERMINUS.

Together with that portion of said lot and described as follows;

Beginning at said point "A"; THENCE North $86^{\circ}12'47''$ East 44.43 feet to the point of ENDING.

DESCRIPTION APPROVAL 6/8/90

Walter R. Inyo by _____
SURVEYOR, CITY OF RIVERSIDE

d. 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 7 and 8 of Tract No. 23587 as shown by map on file in Book of Maps, at Pages through thereof, Records of Riverside County, California, over, along and across the following portion of Lot 6 of Tract 23587 as shown by map on file in Book of Maps, at Pages through thereof, Records of Riverside County, California, being a strip of land 10.00 feet wide lying 5 feet on each side of the following described centerline, the side lines of which are extended or shortened accordingly so as to terminate in the lot lines or in the bisections of any and all angle points in said centerline, more particularly described as follows:

Commencing at the northwesterly corner of said Lot 6;
 THENCE along the westerly line of said Lot 6 South $23^{\circ}27'56''$ East 47.72 feet to the TRUE POINT OF BEGINNING;
 THENCE leaving said lot line North $81^{\circ}59'19''$ East 97.15 feet to an angle point in the described centerline;
 THENCE South $69^{\circ}29'45''$ East 49.03 feet to a point on the easterly line of said Lot 6, said point being South $35^{\circ}05'15''$ East 97.27 feet from the northeasterly corner of said Lot 6 as measured along the easterly lot line, said point also being the TRUE POINT OF TERMINUS.

e. 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 8 of Tract No. 23587 as shown by map on file in Book 219 of Maps, at Pages 87 through 91 thereof, Records of Riverside County, California, over, along and across the following portion of Lot 7 of Tract 23587 as shown by map on file in Book of Maps, at Pages through thereof, Records of Riverside County, California, being a strip of land 10.00 feet wide lying 5 feet on each side of the following described centerline, the side lines of which are extended or shortened accordingly so as to terminate in the lot lines or in the bisections of any and all angle points in said centerline, more particularly described as follows:

Commencing at the northwesterly corner of said Lot 7;
 THENCE along the westerly line of said Lot 7 South $20^{\circ}06'57''$ East 33.21 feet to the TRUE POINT OF BEGINNING;
 THENCE leaving said lot line North $29^{\circ}03'03''$ East 13.49 feet to an angle point in the described centerline;
 THENCE North $66^{\circ}18'16''$ East 21.63 feet to an angle point in the described centerline;
 THENCE South $73^{\circ}33'29''$ East 62.98 feet to an angle point in the described centerline;
 THENCE North $49^{\circ}38'06''$ East 21.66 feet to a point in the easterly line of said Lot 7, said point being South $23^{\circ}27'56''$ East 47.72 feet from the northeasterly corner of said Lot 7 as measured along the easterly line thereof and being the TRUE POINT OF TERMINUS.

DESCRIPTION APPROVAL 6/8/20

Walter R. Ayres by _____
 SURVEYOR, CITY OF RIVERSIDE

f. 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 easement appurtenant to Lot 20 of Tract No. 23587 as shown by map on file in Book of Maps, at Pages through thereof, Records of Riverside County, California, over, along and across the easterly 10.00 feet of Lot 21 of Tract 23587 as shown by map on file in Book 219 of Maps, at Pages 87 through 91 thereof, Records of Riverside County, California.

7. 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 8 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 a 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.

8. Notice from the City. Any remedy granted to the City pursuant to Paragraph 7 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.

9. 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.

DESCRIPTION APPROVAL 6/8/90

for Walter R. Ince by _____
SURVEYOR, CITY OF RIVERSIDE

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.

10. 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 Established Drainage Facilities on said Lot and the diversion of water into such facility.

11. 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 Paragraphs 3 and 6 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. Rights of Mortgagees. The provisions of this Declaration shall be subject and subordinate to any mortgage or deed of trust now existing or hereafter executed affecting all or any portion of the Property made in good faith and for value, and no provision of this Declaration shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of the Property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale, and the successors and assigns of such purchaser, shall hold any portion of the Property so purchased subject to all of the provisions of this Declaration.

14. Termination and Modification. Subject to the prior written approval of the City Council of the 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.

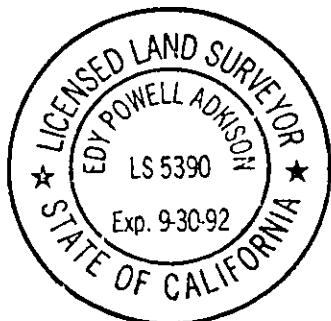
LA SIERRA HILL, a California limited partnership

By: *Min C. Cho*
Min C. Cho
General Partner

Legal descriptions as shown hereon and within this instrument were prepared under my direction.

Edy Powell Adkison
Edy Powell Adkison, L.S. 5390

5/30/1990
Date



APPROVED AS TO FORM
Paula
ASST. CITY ATTORNEY

