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CITY OF RIVERSIDE
City Hall, 3900 Main Street
Riverside, CA 92522

Project: Tract 21875

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JUN 21 1991

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of Riverside County, California

Recorder
Fees \$ 17

COVENANT AND AGREEMENT
AND GRANT OF EASEMENT

(Private Drainage Facilities and Easements)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 27th day of FEBRUARY, 1990, by JANET H. HUBBARD (hereinafter called the "Declarant") with reference to the following facts:

- A. Declarant is the fee owner of the real property (the "Property") in the City of Riverside, County of Riverside, State of California, described as follows:

Lots 1, 4 and 5 of Tract No. 21875, as shown by map on file in Book 233 of Maps, at pages 14 through 15 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 City of Riverside, California, to accept surface water runoff and storm water from the "Property" 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

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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 approval of Tract 21875 requires that a means be provided for disposing of surface runoff water and storm water.

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 and of 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 approval by the City of the map for Tract No. 21875. 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 acquired any right, title or interest in the "Property", 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 Restriction (except when the context otherwise requires) shall have the following definitions:

a. "Declarant" shall mean JANET H. HUBBARD.

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

c. "Drainage Facility Easement Areas" shall mean the following areas of Tract No. 21875:

(1) The Northerly 12 feet of Lot 1;

(2) The Southerly 76 feet of the Westerly 12 feet of Lot 4;

d. "Established Drainage Facilities" shall mean all improvements constructed or installed by "Declarant" for drainage of surface or storm waters in the Drainage Facility Easement Areas.

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.

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2. Construction of Drainage Facilities. The "Declarant" shall construct or cause to be constructed private cross-lot drainage facilities (Established Drainage Facilities) in the Drainage Facility Easement Areas consisting of Earth "V" Gutters in the Northerly 12 feet of Lot 1, and the Southerly 76 feet of the Westerly 12 feet of Lot 4, all as shown on the storm drain plan for Tract No. 21875, as filed with Public Works Department of the City of Riverside. 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 and Natural Surface and 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 located within the Drainage Facility Easement Areas. No wall, fence or other structure shall be placed on or near the rear property lines of Lots 1 and 4 of Tract 21875, which would block or obstruct the natural drainage flow of surface water runoff and storm water from Lot 5 of Tract 21875.

4. Maintenance of Drainage Facilities within Drainage Facility Easement Areas. 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 or 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

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ingress and egress in connection with said facilities for the use and benefit of and as an easement appurtenant to Lots 4 and 5 of Tract No. 21875, as shown by map on file in Book 233 of Maps, at pages 14 through 15 thereof, Records of Riverside County, California, over, along and across the Northerly 12.00 feet of Lot 1 of Tract 21875, as shown by map on file in Book 233 of Maps, at pages 14 through 15 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 in connection with said facilities for the use and benefit of and as an easement appurtenant to Lot 5 of Tract No. 21875, as shown by map on file in Book 233 of Maps, at pages 14 through 15 thereof, Records of Riverside County, California, over, along and across the Northerly 12 feet of Lot 1 and the Southerly 76 feet of the Westerly 12 feet of Lot 4 of Tract No. 21875, as shown by map on file in Book 233 of Maps, at pages 14 through 15 thereof, Records of Riverside County, California.

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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 cure cannot be completed 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.

9. 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 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.

10. 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 and 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.