

RECORDING REQUESTED BY:  
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FIRST AMERICAN TITLE INSURANCE COMPANY

157962

WHEN RECORDED MAIL TO:

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

Project: Tract No. 25246

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

MAY 10 1991

Recorded in Official Records  
of Riverside County, California  
Recorder  
Fees \$ 19

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 12th day of April, 1991, by THE AINSLIE COMPANY, a California corporation (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 7 and 8 and Lots 16 through 23, inclusive, of Tract No. 25246, as shown by map on file in Book 231 of Maps, at Pages 64 and 66 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

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By [Signature]  
SURVEYOR, CITY OF RIVERSIDE

to the grading plan for Tract No. 25246 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 Tract No. 25246. 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 herein-before 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 THE AINSLIE CORPORATION, a California corporation, 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 2 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. 25246 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. 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 five-foot-wide 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 8 and 23 of Tract No. 25246, as shown by map on file in Book 231 of Maps, at Pages 64 and 66 thereof, Records of Riverside County, California, over, along and across that portion of Lot 7 of Tract No. 25246 as shown by map on file in Book 231 of Maps, at Pages 64 and 66 thereof, Records of Riverside County, California the easterly and southerly line of said five-foot easement being coincident with the following described line:

Commencing at the most northeasterly corner of said Lot 7;  
Thence South 14° 58' 24" East, 87.91 feet along the most easterly line of said Lot;

Thence South 75° 01' 36" West, 127.88 feet along the most southerly line of said Lot to the most southwesterly corner of said Lot;

The side lines of said strip to be shortened or lengthened to commence at the most northerly line and to terminate at the most westerly line of said Lot.

b. A five-foot-wide 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 23 of Tract No. 25246 as shown by map on file in Book 231 of Maps, at pages 64 and 66 thereof, Records of Riverside County, California, over, along and across that portion of Lot 8 of Tract No. 25246 as shown by map on file in Book 231 of



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*George P. McIntosh*  
 SURVEYOR, CITY OF RIVERSIDE

Maps, at Pages 64 and 66 thereof, Records of Riverside County, California; the southerly line of said five-foot easement being coincident with the following described line:

The most southerly line of said Lot 8;

The side lines of said strip to be shortened or lengthened to commence at the most easterly line of said lot.

c. A five-foot wide 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 23 of Tract No. 25246 as shown by map on file in Book 231 of Maps, at pages 64 and 66 thereof, Records of Riverside County, California, over, along and across the most easterly 5 feet of Lot 22 of Tract No. 25246 as shown by map on file in Book 231 of Maps, at Pages 64 and 66 thereof, Records of Riverside County, California.

d. A five-foot wide 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 22 and 23, inclusive, of Tract No. 25246 shown by map on file in Book 231 of Maps, at Pages 64 through 66 thereof, Records of Riverside County, California, over, along and across the most easterly 5 feet of Lot 21 of Tract No. 25246 as shown by map on file in Book 231 of Maps, at Pages 64 and 66 thereof, Records of Riverside County, California.

e. A five-foot-wide 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 21 through 23, inclusive, of Tract No. 25246 as shown by map on file in Book 231 of Maps, at Pages 64 and 66 thereof, Records of Riverside County, California, over, along and across the most easterly 5 feet of Lot 20 of Tract No. 2246 as shown by map on file in Book 231 of Maps, at pages 64 and 66 thereof, Records of Riverside County, California.

f. A five-foot-wide 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 20 through 23, inclusive, of



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 SURVEYOR, CITY OF RIVERSIDE

Tract No. 25246 as shown by map on file in Book 231 of Maps, at Pages 64 and 66 thereof, Records of Riverside County, California, over, along and across the most easterly 5 feet of Lot 19 of Tract No. 25246 as shown by map on file in Book 231 of Maps, at pages 64 and 66 thereof, Records of Riverside County, California.

g. A five-foot-wide 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 19 through 23, inclusive, of Tract No. 25246 as shown by map on file in Book 231 of Maps, at Pages 64 and 66 thereof, Records of Riverside County, California, over, along and across the most easterly 5 feet of Lot 18 of Tract No. 25246 as shown by map on file in Book 231 of Maps, at pages 64 and 66 thereof, Records of Riverside County, California.

h. A five-foot-wide 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 18 through 23, inclusive, of Tract No. 25246 as shown by map on file in Book 231 of Maps, at pages 64 and 66 thereof, Records of Riverside County, California, over, along and across the most easterly 5 feet of Lot 17 of Tract No. 25246 as shown by map on file in Book 231 of Maps, at pages 64 and 66 thereof, Records of Riverside County, California.

i. A five-foot-wide 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 17 through 23, inclusive, of Tract No. 25246 as shown by map on file in Book 231 of Maps, at Pages 64 and 66 thereof, Records of Riverside County, California, over, along and across the most easterly 5 feet of Lot 16 of Tract No. 25246 as shown by map on file in Book 231 of Maps, at pages 64 and 66 thereof, Records of Riverside County, California.

3. Construction of Established Drainage Facilities. The Declarant shall construct or cause to be constructed Established Drainage Facilities consisting of a concrete drainage swale on the Drainage Facility Easements hereinabove established on Lots 7 and 8 and on Lots 16 through 23, inclusive, all in accordance with the grading plan for Tract No. 25246 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.



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 SURVEYOR, CITY OF RIVERSIDE

4. 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.

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 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. 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 2 hereof, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the 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 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.

12. 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 all of the Owners of the Property. 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.

THE AINSLIE COMPANY, a California corporation

By Mark Ainslie President

By Kikue S. Ainslie Secretary

**CORPORATE ACKNOWLEDGMENT**

157962

NO. 212

State of California  
County of Orange } SS.

On this the 27th day of April, 1991, before me,

Gale L. Preston  
the undersigned Notary Public, personally appeared

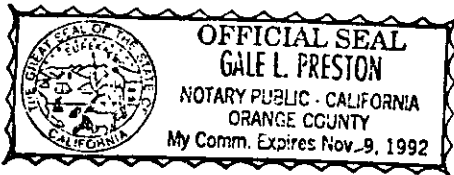
Mark A. Ainslie & Kikue S. Ainslie

personally known to me  
 proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as

on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Gale L. Preston  
Notary's Signature



**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT:

Title or Type of Document \_\_\_\_\_  
Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
Signer(s) Other Than Named Above \_\_\_\_\_