

RECORDING REQUESTED BY:

EXEMPT PURSUANT TO  
GOV'T. CODE Sec. 6103

WHEN RECORDED MAIL TO:

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

Project: Swimming Pool at  
1360 Shakespeare

242724

RECEIVED FOR RECORD  
11th. Post. o'clock M.

JUL 17 1991

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

COVENANT AND AGREEMENT AND  
DECLARATION TO HOLD HARMLESS AND INDEMNIFICATION

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS  
is made and entered into this 9th day of July, 1991, by JAMES R.  
PARKER and DEBRA K. PARKER, with reference to the following facts:

A. The undersigned are the fee owners of the following  
described real property, referred to herein as "the Property",  
situated in the City of Riverside, County of Riverside, State of  
California:

Lot No. 7 of Tract 20312-1 as shown by map on file  
in Book 165 of Maps at Pages 46 thru 50 inclusive  
thereof, records of Riverside County, California.

B. The Property located at 1360 Shakespeare,  
Riverside, California, is developed with a single-family  
house and a proposed swimming pool.

C. The undersigned wish to construct a swimming  
pool on a portion of the property.

D. A swimming pool is required by Section  
16.36.020 of the Riverside Municipal Code to have fencing  
as required by the ordinance, one provision of which is a  
fence not less than 5 feet in height.

E. As a condition for the issuance of a building  
permit for the Property, the City of Riverside is requiring  
the undersigned to execute and record a Covenant and  
Agreement in which the owner acknowledges that the existing  
fence is non-conforming and that the owner agrees to hold  
the City, its officers and employees harmless and indemnify  
the City, its officers and employees for any act or  
occurrences which may arise in the future as a consequence  
of the non-conforming nature of the fencing.

DESCRIPTION APPROVAL  
7/11/91  
George P. White  
SURVEYOR, CITY OF RIVERSIDE

NOW, THEREFORE, for the purposes of complying with a condition of approval for issuance of a building permit and final inspection by the City of Riverside, the undersigned hereby covenant and agree with the City of Riverside that the following agreement shall apply to the Property:

The fencing at the time of construction of the swimming pool on the property does not comply with the minimum height requirements of Riverside Municipal Code Section 16.36.020. That the fencing pre-existed the construction of the pool to be located on the property and as a minimum meets the requirements of the Riverside Municipal Code prior to January 1, 1991. That the owner agrees that he shall hold the City harmless for any defects in the inspection or approval of the pre-existing fencing and further agrees to defend any action brought against the City arising out of the facts stated herein and indemnify the City for any liability arising from approval of the non-conforming swimming pool fence.

The terms of this Covenant and Agreement to Hold Harmless and Indemnify may be enforced by the City of Riverside, its successors or assigns. Should the City bring an action to enforce any of the terms of this Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to reasonable attorneys' fees and expert witnesses' fees and other reasonable costs of suit.

This Covenant and Agreement to Hold Harmless and Indemnify shall run with the land and each and all of its terms shall be binding upon the undersigned, their heirs, successors and assigns, and shall continue in effect until such time as released by the City Council of the City of Riverside, California.

IN WITNESS WHEREOF the undersigned have caused this Covenant and Agreement to Hold Harmless and Indemnify to be executed the day and year first written above.

Jana R. Parker

Debra K. Parker

APPROVED AS TO FORM  
N. J. Herring  
 CHIEF ASSISTANT CITY ATTORNEY

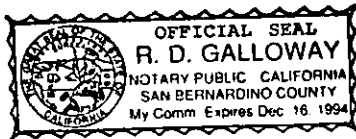
STATE OF CALIFORNIA)  
COUNTY OF Riverside ss.

On this 9<sup>th</sup> day of July, 1991, before me,  
R. D. Galloway, the undersigned Notary  
Public, personally appeared James R and Debra K. Parker,

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) are subscribed to the  
within instrument, and acknowledged that they executed it.

WITNESS my hand and official seal.



R. D. Galloway  
Notary's Signature