

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  
2241 Trafalgar Avenue  
Riverside, California

261670

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK P.M.

JUL 31 1991

Recorded in Official Records  
of Riverside County, California

Recorder

Fees \$

COVENANT AND AGREEMENT AND  
DECLARATION TO HOLD HARMLESS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS  
is made and entered into this 29<sup>th</sup> day of July 1991, by  
EDDIE LUKE and LEAH LUKE, 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 20 of Tract 9275 as shown by Map on file  
in Book 91 of Maps, at Page 6 thereof, records  
Riverside County, California.

B. The Property located at 2241 Trafalgar Avenue,  
Riverside, California, is developed with a single-family house and a  
proposed swimming pool is to be located on adjacent property  
described herein.

C. The undersigned wish to allow the adjacent property  
owner located at:

Lot 9 of Tract 9275 as shown by Map on file  
in Book 91 of Maps, at Page 6 thereof, records  
Riverside County, California,

to construct a swimming pool and to use the existing fencing as an  
enclosure for the swimming pool.

D. Riverside Municipal Code Section 16.36.02 requires  
swimming pools to be surrounded by a fence not less than 5 feet in  
height.

E. As a condition for the issuance of the final inspection  
for the swimming pool for the Property, the City of Riverside is  
requiring the undersigned to execute and record a Covenant and  
Agreement which holds the City harmless from any act of approval of  
a fence less than 5 feet in height.

DESCRIPTION APPROVAL

7/23/91  
Surveyor P. Mitchell  
SURVEYOR, CITY OF RIVERSIDE

F. The undersigned desire to allow the City to approve a swimming pool fence less than 5 feet in height and to comply with the condition imposed by the City of Riverside for approval of the existing fencing.


NOW, THEREFORE, the undersigned hereby covenant and agree with the City of Riverside that the following agreement shall apply to the Property:

That the property owner(s) is (are) aware that the existing fencing separating owner from the proposed pool is less than 5 feet in height but not less than 4 feet in height. Owner therefore agrees to hold the City harmless of any liability for approval of the non-conforming pre-existing fence and accepts the fence as an adequate barrier between the properties as described above.

The terms of this Covenant and Agreement to Hold Harmless 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 to Hold Harmless, 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 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 to be executed the day and year first written above.

  
 \_\_\_\_\_  
 EDDIE LUKE

  
 \_\_\_\_\_  
 LEAH LUKE

APPROVED AS TO FORM  
*N.Y. Shering*  
 CHIEF ASSISTANT CITY ATTORNEY

STATE OF CALIFORNIA)  
COUNTY OF Riverside ) ss.

On this 29th day of July, 1991, before me,  
C. R. Judy, the undersigned Notary  
Public, personally appeared Eddie Luke & Hank Luke,

- 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.

C R Judy  
Notary's Signature

