

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

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

JUL 31 1991

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

261672

COVENANT AND AGREEMENT AND
DECLARATION TO HOLD HARMLESS

THIS COVENANT AND AGREEMENT AND DECLARATION OF
RESTRICTIONS is made and entered into this 29 day
of July 1991, by C. STEVEN MITCHELL and M. MAUREEN
MITCHELL 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 8 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
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

George 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.


C. STEVEN MITCHELL

APPROVED AS TO FORM

CHIEF ASSISTANT CITY ATTORNEY


M. MAUREEN MITCHELL

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 C. Steven Mitchell & M. Maureen Mitchell,

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.

[Signature]
Notary's Signature

