

DOC # 2001-255058

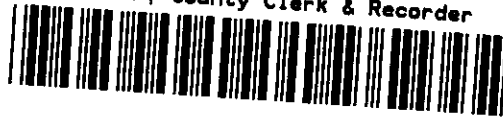
06/07/2001 08:00A Fee:39.00

Page 1 of 12

Recorded in Official Records
County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

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Covenant and agreement and
Declaration of Title of Document Restrictions

THIS AREA FOR
 RECORDER'S
 USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
 (\$3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY:

COVENANT AND AGREEMENT AND CROSS-LOT DRAINAGE AND EASEMENT AND ACCEPTANCE OF SURFACE WATER FROM ADJOINING PROPERTIES

WHEN RECORDED MAIL TO:

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

COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS

(CROSS LOT DRAINAGE COVENANT AND EASEMENT)

THIS CROSS LOT DRAINAGE COVENANT AND EASEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 18th day of May, 2001, by Santa Rosa Developers, Ltd., 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 1,2, 3, 4, 5 & 6 of Tract 29612, as shown on file in Book 304 Page 58-59 of Maps, Records of Riverside County, Riverside, California.
- B. Declarant desires to improve and develop the Property as 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 and 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 or which is in the furtherance of the plan for the subdivision and improvement of the Property, and the purpose of enhancing, maintaining and protecting the value,

DESCRIPTION APPROVAL 5/21/01
Walter R. Shyne
SURVEYOR, CITY OF RIVERSIDE
is



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C/A 716

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 for approval and recordation of the final tract map is requiring that: a Cross Lot Drainage Covenant and Easement and Restriction as indicated on Exhibits "A" & "B" and further described below, be recorded with final tract map.

NOW, THEREFORE, Declarant declares 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 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 final tract map for the Property. All of the covenants, conditions, restrictions and easements shall run with the land, shall be binding on the 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 to 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 easements, rights-of-way and equitable servitudes contained herein.



1. Definitions: In addition to the definitions hereinbefore set forth, the following words or phrase 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 Santa Rosa Developers, Ltd., its successors and assigns.

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

C. "Drainage Facility Easement Areas" shall be the areas on each lot of the Property described in Paragraphs 5 and 6 below in which Established Drainage Facilities are installed.

D. "Established Drainage Facilities" shall mean all improvements constructed or installed by Declarant for drainage of surface or storm waters pursuant to the approved grading plan for Tract Map No 29612.

E. "Lot or "Lots" shall mean the lot or Lots of Tract No. 29612 hereinabove described and referred to as the Property.

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 or 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. Construction of Established Drainage Facilities. The Declarant shall construct or cause to be constructed the private cross-lot drainage facilities consisting of a 5 foot-wide V-ditch as legally described in Exhibit A and plotted on Exhibit B and once installed will benefit all of the lots as follows:

As to Lot 6, which benefits by draining onto Lot 5, which benefits by draining onto lot 4, which further benefits by draining into Whitegate Street. As to Lot 3, which benefits by draining onto Lot 2, which benefits by draining onto Lot 1, which further benefits by draining in the designated water course area on lot 1, all in accordance with and as shown by the precise grading plan for Tract 29612 filed with the City's Pubic Works Department.

3. 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.

4. Maintenance of Established Drainage Facilities. The Owner of each Lot, for the benefit of every other Lot and the owners thereof and any affected adjoining properties shall continuously maintain and repair, 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.

5. Establishment of Drainage Facility Easements. Declarant hereby establishes, grants and reserves nonexclusive easements at the locations and for the purposes as described in paragraph 2 above.



6. Acceptance of Surface Water Runoff Into Established Drainage Facilities.

a. Declarant hereby agrees to accept and does hereby accept into the Established Drainage Facility as described in paragraph 2 above.

7. Enforcement. The provisions of this Declaration shall be enforceable at law and in equity by Declarant, each successive owner, and 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 said 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.

8. Notice from City. Any remedy granted to the City pursuant to paragraph 7 hereof shall be exercisable by the City only if the Owner shall fail to cure a violation or breach hereof after ten days' written notice from the City, or, if such cure cannot be completed within such ten-day period, if the Owner shall fail to commence to cure the same, within such ten day period and to diligently prosecute such cure to completion. Any notice given by the City pursuant to this paragraph shall be deliver 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 Owner.

9. Release. Declarant, and each successive Owner of each lot of the Property, hereby release the City, its officers, employees and agents from any and all claims, demands, suits or actions that the Declarant and its 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 Lot whether due to the natural surface water and storm water



runoff from the adjoining Lot or Lots or properties or to the construction and maintenance of the private cross-lot drainage facilities and the diversion of water into said 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 of a Lot of the Property, waives any and all rights and benefits 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 water flooding, flowing over, or remaining upon any Lot of the Property 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.

10. Indemnification. Declarant and each successive Owner of a Lot hereby agree to defend, indemnify and hold harmless the City of Riverside, its officers, employees and agent from any and all liabilities, expense, 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 due to the construction or maintenance of the private cross-



lot drainage facilities as hereinabove described or the diversion of water into such facilities.

11. Effect of Declaration. Any person who now or hereafter owns or acquires any right, title or interest in or to any portion or 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 5 hereof or the acceptance of surface water runoff as described in Paragraph 6 thereof, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

12. 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 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.

13. Termination and Modification. Subject to the prior written approval of the City Council of the City of Riverside, this Declaration, and any provisions contained herein, may be terminated, modified or amended as to all 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.

"OWNER"

SANTA ROSA DEVELOPERS, LTD., A
California Limited Partnership

By: SANTA ROSA DEVELOPERS, INC.,
a General Partner

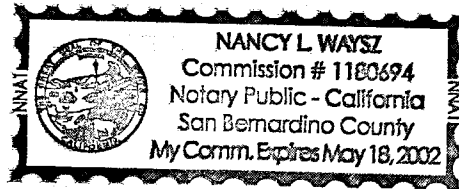
By: *Jeff Allen Troesh*
Jeff Allen Troesh, President
Jeff Allen Troesh

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On 5/18/01, before Me NANCY L. WAYSZ, Notary Public personally Appeared JEFF ALLEN TROESH

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature *Nancy L. Waysz*

APPROVED AS TO FORM

Granda L. Daniel
Assistant City Attorney

APPROVED AS TO CONTENT

Fred Brocato
Public Works Department



CIA 716^a

EXHIBIT "A"

PARCEL 1

An easement for drainage purposes over that portion of Lot 4 & Lot 5 of Tract 29612, 5.00 feet in width described as:

The north 5.00 feet of said Lot 4 & Lot 5 of Tract 29612.

PARCEL 2

An easement for drainage purposes over that portion of Lot 2 of Tract 29612, 5.00 feet in width the centerline of which is described as:

Commencing at the southeast corner of Lot 2;

Thence North 89°57'12" West along the south line of said Lot, a distance of 18.81 feet to the **True Point of Beginning**;

Thence North 10°53'43" West, a distance of 18.39 feet;

Thence North 00°02'05" West, a distance of 5.00 feet;

Thence North 15°46'48" East, a distance of 69.55 feet;

Thence North 89°57'55" East, a distance of 3.30 feet to the east line of said lot and the terminus of said easement.

The sideline of said easement to be extended or shortened to meet at angle points and to terminate at the east and south lines of said Lot.

PARCEL 3

An easement for drainage purposes over that portion of Lot 1 of Tract 29612, 5.00 feet in width the centerline of which is described as:

Commencing at the Northeast corner of Lot 2 of said Tract 29612;



C/A 7/6-10

EXHIBIT "A"

Thence South 00°02'46" East along the east line of said Lot 2, a distance of 65.59 feet to **The True Point of Beginning;**

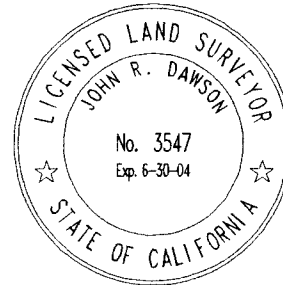
Thence North 89°57'55" East, a distance of 2.85 feet;

Thence North 08°09'43" East, a distance of 54.23 feet to the beginning of a tangent curve concave to the east and having a radius of 50.00 feet;

Thence northerly and northeasterly along said curve, to the right, through a central angle of 18°50'19" an arc distance of 16.44 feet to the beginning of a reverse curve concave to the west and having a radius of 28.60 feet;

Thence northeasterly, northerly and northwesterly along said curve, to the left, through a central angle of 49°48'52" an arc distance of 24.86 feet to the north line of said Lot 1 and the terminus of said easement.

The sideline of said easement to be extended or shortened to meet at angle points and to terminate at the east line of said Lot 2 and the north line of said Lot 1.



DESCRIPTION APPROVAL 5/21/01
Walter R. Spivey by _____
SURVEYOR, CITY OF RIVERSIDE

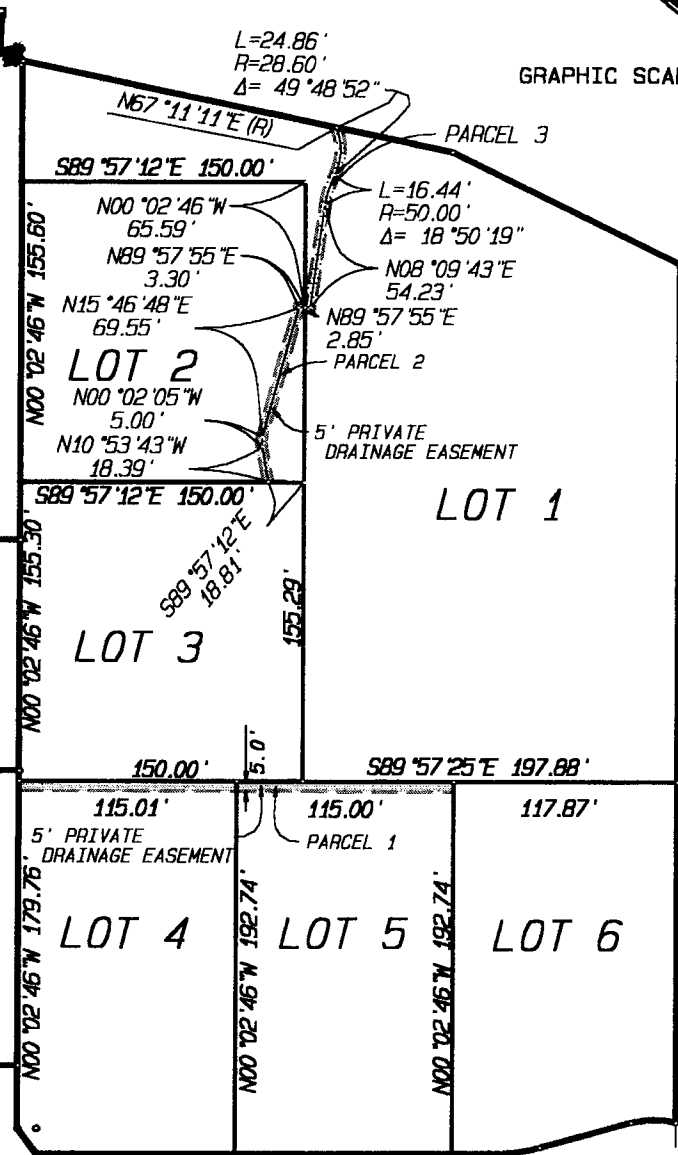




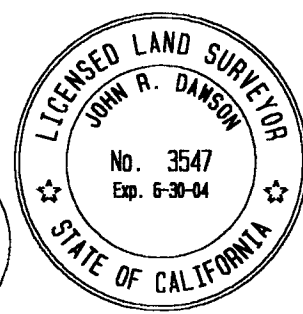
GRAPHIC SCALE 1"=100'

WHITEGATE AVENUE


WHITEGATE AVENUE



BISHOP PLACE



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PREPARED BY:  INTEGRA ENGINEERING, INC. LAND SURVEYORS * CIVIL ENGINEERS 621 E. CARNEGIE DRIVE, #120, SAN BERNARDINO, CA. 92408 TELEPHONE: 909-383-0200 FAX: 909-383-0203 E-MAIL: INTEGRA.URS2.NET	EASEMENT PLAT		W. O. 240.01
	PRIVATE DRAINAGE EASEMENT LOT 1, 2, 3 & 4 TRACT 296112		BY: JRD
			DATE: 05/05/01
			SCALE: 1" = 40'
			PAGE: 1 OF 1



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