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No. 20798 as shown by map on file in Book 181 of Maps, at pages 66 through 67 thereof, Records of Riverside County, California.

k. A 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 14 of Tract No. 20798 as shown by map on file in Book 181 of Maps, at Pages 66 through 67 thereof, Records of Riverside County, California, over, along and across the westerly 9 feet of Lot 15 of Tract No. 20798 as shown by map on file in Book 181 of Maps, at pages 66 through 67 thereof, Records of Riverside County, California.

DESCRIPTION APPROVAL 3/1/88
George P. Hutchins by WF
SURVEYOR, CITY OF RIVERSIDE

6. Acceptance of Drainage Waters from Golden Star Avenue. Declarant agrees to and does hereby accept into the Established Drainage Facilities located within the Drainage Facility Easement Areas on Lots 1 through 7 and the southerly Drainage Facility Easement Area on Lot 16 of Tract No. 20798, the storm flow and nuisance drainage waters from the publicly dedicated street known as Golden Star Avenue.

7. 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 8 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.

8. Notice from the 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 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.

9. 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

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drainage waters will be discharged from Golden Star Avenue onto a portion of the Property. Rather than to establish public storm drain facilities on the Property, Declarant desires to accept the storm flow and nuisance drainage waters into the private cross-lot drainage facilities and accept the responsibility of maintaining such facilities on behalf of each owner.

- D. The City of Riverside (the "City") as a condition to the approval of Tract 20798 requires that a means be provided for disposing of surface runoff water and storm water, and the acceptance of storm flow and nuisance drainage waters from Golden Star Avenue into the private drainage facilities and easements herein established.

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 approval by the City of Tract No. 20798. 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 Victoria Heights Venture II, a California limited partnership, its successors and assigns.

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

c. "Drainage Facility Easement Areas" shall mean the following areas of Tract No. 20798:

- (1) The westerly 12 feet of Lot 1;

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- (2) The westerly 12 feet of Lot 2;
- (3) The westerly 12 feet of Lot 3;
- (4) The westerly 12 feet of Lot 4;
- (5) The westerly 12 feet and the southerly 12.00 feet of Lot 5;
- (6) The southerly 12 feet of Lot 6;
- (7) The southerly 12 feet of Lot 7;
- (8) The westerly 9.00 feet of Lot 12;
- (9) The westerly 9.00 feet of Lot 13;
- (10) The westerly 9.00 feet of Lot 14;
- (11) The westerly 9.00 feet of Lot 15; and
- (12) The westerly 9.00 feet and the southerly 12.00 feet of Lot 16.

d. "Established Drainage Facilities" shall mean all improvements constructed or installed by Declarant for drainage of surface or storm waters in the Drainage Facility Easement Areas.

e. "Lot" or "Lots" shall mean the Lot or Lots of the Property described hereinabove.

f. "Mortgage" shall mean any security device encumbering all or any portion of the Property or any Lot therein, and as used herein the term "Mortgage" shall include a deed of trust.

g. "Mortgagee" shall mean the record owner of a beneficial interest under a Mortgage.

h. "Owner" shall mean any person, whether an individual, corporation, partnership, 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.

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2. Construction of Drainage Facilities. The Declarant shall construct or cause to be constructed private cross-lot drainage facilities (Established Drainage Facilities) in the Drainage Facility Easement Areas consisting of concrete lined terrace drains and drainage swales as shown on the grading plan for Tract No. 20798 as filed with the Public Works Department of the City of Riverside. The cross-lot drainage facilities shall be constructed prior to the sale or development of any Lot of the Property.

3. Interference with 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 located within the Drainage Facility Easement Areas.

4. Maintenance of Drainage Facilities Within Drainage Facility Easement Areas. 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 located within said Drainage Facility Easement Areas 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 location and for the purposes set forth as follows:

a. A 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 2 through 7 and 14 through 16 Tract No. 20798, as shown by map on file in Book 181 of Maps, at Pages 66 through 67 thereof, Records of Riverside County, California, over, along and across the westerly 12.00 feet of Lot 1 of Tract No. 20798 as shown by map on file in Book 181 of Maps, at Pages 66 & 67 through thereof, Records of Riverside County, California.

b. A 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 3 through 7 and 14 through 16 of Tract No. 20798 as shown by map on file in Book 181 of Maps, at pages 66 through 67 thereof, Records of Riverside County, California, over, along and across the westerly 12 feet of

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Lot 2 of Tract No. 20798 as shown by map on file in Book 181 of Maps, at Pages 66 through 67 thereof, Records of Riverside County, California.

c. A 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 4 through 7 and 14 through 16 of Tract No. 20798 shown by map on file in Book 181 of Maps, at Pages 66 through 67 thereof, Records of Riverside County, California, over, along and across the westerly 12 feet of Lot 3 of Tract No. 20798 as shown by map on file in Book 181 of Maps, at Pages 66 through 67 thereof, Records of Riverside County, California.

d. A 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 5 through 7 and 14 through 16 of Tract No. 20798 as shown by map on file in Book 181 of Maps, at Pages 66 through 67 thereof, Records of Riverside County, California, over, along and across the westerly 12 feet of Lot 4 of Tract No. 20798 as shown by map on file in Book 181 of Maps, at pages 66 through 67 thereof, Records of Riverside County, California.

e. A 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 6 and 7 and 14 through 16 of Tract No. 20798 as shown by map on file in Book 181 of Maps, at Pages 66 through 67 thereof, Records of Riverside County, California, over, along and across the westerly 12.00 feet and the southerly 12.00 feet of Lot 5 of Tract No. 20798 as shown by map on file in Book 181 of Maps, at pages 66 through 67 thereof, Records of Riverside County, California.

f. A 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 7 and 14 through 16 of Tract No. 20798 as shown by map on file in Book 181 of Maps, at Pages 66 through 67 thereof, Records of Riverside County, California, over, along and across the southerly 12 feet of

Lot 6 of Tract No. 20798 as shown by map on file in Book 187 of Maps, at pages 66 through 67 thereof, Records of Riverside County, California.

g. A 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 14 through 16 of Tract No. 20798 as shown by map on file in Book 187 of Maps, at Pages 66 through 67 thereof, Records of Riverside County, California, over, along and across the southerly 12 feet of Lot 7 of Tract No. 20798 as shown by map on file in Book 187 of Maps, at pages 66 through 67 thereof, Records of Riverside County, California.

h. A 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 13 and 14 of Tract No. 20798 as shown by map on file in Book 187 of Maps, at Pages 66 through 67 thereof, Records of Riverside County, California, over, along and across the westerly 9 feet of Lot 12 of Tract No. 20798 as shown by map on file in Book 187 of Maps, at pages 66 through 67 thereof, Records of Riverside County, California.

i. A 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 14 of Tract No. 20798 as shown by map on file in Book 187 of Maps, at Pages 66 through 67 thereof, Records of Riverside County, California, over, along and across the westerly 9 feet of Lot 13 of Tract No. 20798 as shown by map on file in Book 187 of Maps, at pages 66 through 67 thereof, Records of Riverside County, California.

j. A 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 14 and 15 of Tract No. 20798 as shown by map on file in Book 187 of Maps, at Pages 66 through 67 thereof, Records of Riverside County, California, over, along and across the westerly 9 feet of Lot 16 of Tract

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k. A 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 14 of Tract No. 20798 as shown by map on file in Book 181 of Maps, at Pages 66 through 67 thereof, Records of Riverside County, California, over, along and across the westerly 9 feet of Lot 15 of Tract No. 20798 as shown by map on file in Book 181 of Maps, at pages 66 through 67 thereof, Records of Riverside County, California.

6. Acceptance of Drainage Waters from Golden Star Avenue. Declarant agrees to and does hereby accept into the Established Drainage Facilities located within the Drainage Facility Easement Areas on Lots 1 through 7 and the southerly Drainage Facility Easement Area on Lot 16 of Tract No. 20798, the storm flow and nuisance drainage waters from the publicly dedicated street known as Golden Star Avenue.

7. 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 8 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.

8. Notice from the 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 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.

9. 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

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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 or from the storm flow and nuisance drainage waters from Golden Star Avenue.

10. 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.

11. 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 5 hereof, 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 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.

13. Rights of Mortgagees. The provisions of this Declaration shall be subject and subordinate to any mortgage or deed of trust now existing or hereafter executed affecting all or any portion of the Property, made in good faith and for value, and no provision of this Declaration shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of the Property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale, and the successors and assigns of such purchaser, shall hold any portion of the Property so purchased subject to all of the provisions of this Declaration.

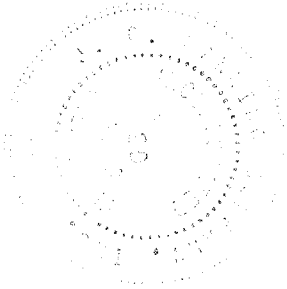
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14. Termination and Modification. Subject to the prior written approval of the City Council of City of Riverside, this Declaration, and any provision contained herein, may be terminated, modified or amended as to all of the Property or any portion thereof, upon the written consent of the Owners of 75% of the total number of square feet of land area contained in the Property; provided, however, that as long as Declarant owns at least 25% of the total square feet contained in the Property, no such termination, modification or amendment shall be effective without the prior written approval of Declarant. 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.

VICTORIA HEIGHTS VENTURE II, a California limited partnership

By: J. C. MANNING COMPANY, INC., a California corporation, as general partner



James C. Manning
By: James C. Manning, President

BP/1225A/jm

APPROVED AS TO FORM
[Signature]
ASST. CITY ATTORNEY

C/A-721-9

TICOR TITLE INSURANCE

CAT NO NN00636
 TO 21954 CA (1-83)
 Corporation as a Partner of a Partnership)
 STATE OF CALIFORNIA
 COUNTY OF ORANGE

SS

On FEBRUARY 29, 1988 before me, the undersigned, a Notary Public in and for
 said State, personally appeared JAMES C. MANNING the person who executed
 personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed
 the within instrument as the President, of
 J. C. MANNING COMPANY, INC.
 the corporation that executed the within instrument on
 behalf of VICTORIA HEIGHTS VENTURE II
 the partnership that executed the within instrument, and acknowledged to me that such
 corporation executed the same as such partner and that
 such partnership executed the same
 WITNESS my hand and official seal

Signature *B. J. Duncan*



(This area for official notarial seal)

STAPLE