

Dec. 18, 1987

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WHEN RECORDED MAIL TO:

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

Project: Tract 22291

RECEIVED FOR RECORD  
AT 8:30 O'CLOCK A.M.  
AT THE OFFICE OF  
FIRST AMERICAN TITLE COMPANY  
OF RIVERSIDE

DEC 18 1987

Recorded in Official Records  
of Riverside County, California  
*William E. Smith*  
RECORDER  
Fees \$ 11

COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS

This Covenant and Agreement and Declaration of Restrictions is made and entered into this 12th day of November, 1987, by PILLMORE, LTD., a California limited partnership, the owner of record of the following described real property situated in the City of Riverside, County of Riverside, State of California, which property is referred to herein by lot or collectively as the property:

Lots 30, 31, 34, 35 and 40 through 46 of Tract Map 22291 as shown by map on file in Book 177 of Maps at pages 57 through 64 thereof, Records of Riverside County, California.

WHEREAS the undersigned desires to develop the property as a part of a residential subdivision; and

WHEREAS the property is characterized by steep hills and ravines and the undersigned desires to develop it into large estate type lots in keeping with the topography of the land; and

WHEREAS the undersigned desires to restrict the property to prohibit future land divisions in order to maintain the large lots and preserve the hillsides and natural drainage areas; and

WHEREAS the undersigned desires to restrict the property to limit future grading in order to preserve the hillsides and natural drainage areas and to provide for surface runoff and storm water;

NOW, THEREFORE, the undersigned hereby covenants and agrees with the City of Riverside as follows:

1. The property may be subdivided into single-family lots pursuant to the tentative and final maps for Tract 22291 but may not be further subdivided into additional lots.

2. A minor lot line adjustment may be made between adjacent lots so long as the minor lot line adjustment is approved by the City of Riverside, the lots remain substantially the same size and no new lots are created.

DECLARATION APPROVAL 10/29/87  
*George P. Hatcher*  
RECORDING CLERK

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3. Surface runoff water and storm water shall be allowed to flow according to natural drainage patterns on the property except that each lot may be developed with a single-family residential use and the drainage patterns may be altered on any lot to the extent required to accommodate such development pursuant to a grading permit issued by the City of Riverside.

4. Each owner of a lot on the property shall maintain the natural drainage facilities upon such lot in a good, usable and safe condition at all times, shall keep such facilities free from obstruction and shall make any repairs as may be necessary to ensure proper drainage or as may be required by the City of Riverside.

5. The property and the individual lots shall accept surface runoff water and storm water from adjoining properties to the south and southwest and from each other; provided, however, that such runoff and storm water shall be no greater than historic flow amounts.

6. The undersigned, its successors and assigns, release the City of Riverside, its officers, employees and agents from any and all claims, demands, suits or actions that the undersigned, 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 any part of the property due to the natural drainage facilities or the maintenance of such facilities.

7. The undersigned, its successors and assigns shall 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 due to the natural drainage facilities or the maintenance of such facilities.

8. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors or assigns, or by any owner or tenant of any of the property. Should the City or any owner or tenant 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, expert witnesses' fees and reasonable costs of suit.

9. This Covenant and Agreement and Declaration of Restrictions shall run with the land and shall be binding upon the undersigned, its successors and assigns and shall continue in effect until such time as it is released by the City Council of the City of Riverside.



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IN WITNESS WHEREOF the undersigned has caused this  
Covenant and Agreement and Declaration of Restrictions to be  
executed the day and year first written above.

FILLMORE, LTD. a  
California limited partnership

By: CONCORDIA DEVELOPMENT  
CORPORATION, a California  
corporation, its general  
partner

O. Randolph Hall, Jr.  
Signature

O. Randolph Hall, Jr.  
Name

President  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
On 11/12/87  
said State personally appeared

O. Randolph Hall, Jr.  
personally, before me, the undersigned, a Notary Public for the State of California, in and for said County of San Bernardino, who presented to me the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Witness my hand and seal this 12th day of November, 1987.

CONCORDIA DEV. CORP.  
the corporation herein named, and acknowledged to me that its duly authorized officer executed the within instrument pursuant to its bylaws and resolution of its board of directors said corporation being known to me to be the general partner of

FILLMORE, LTD.

the within instrument, and I thereunto set my hand and seal this 12th day of November, 1987, at San Bernardino, California.

WITNESSES my hand and seal this 12th day of November, 1987.  
Signature L. Johnstone

