

WHEN RECORDED MAIL TO:

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

FREE RECORDING

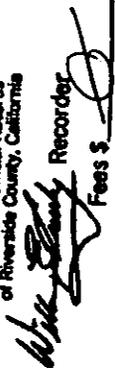
This instrument is for the benefit of the City of Riverside and is entitled to be recorded without fee. (Government Code 6103)

RECEIVED FOR RECORD
AT 3:00 O'CLOCK P.M.

DEC 7 1990

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$



FOR RECORDER'S OFFICE USE ONLY

Project: BUILDING PERMIT APPLICATION
6681 INDIANA AVENUE
6691 INDIANA AVENUE
A.P.N. 229-082-002 (0.64 Ac.)

**COVENANT AND AGREEMENT
AND DECLARATION OF RESTRICTIONS**

This Covenant and Agreement and Declaration of Restrictions is made and entered into this 13th day of NOVEMBER, 1990, by JOSEPH FEOLA AND GUDRUN FEOLA AS TRUSTEES OF THE FEOLA FAMILY LIVING TRUST UNDER DECLARATION OF TRUST DATED NOVEMBER 23, 1988, (the "Declarant") with reference to the following facts:

A. Declarant is the fee owner of the following described real property (the "Property") situated in the City of Riverside, County of Riverside, State of California:

That portion of Lots 1, 2 and 3 in Block 12 of Orange Acres No.3, as shown by map on file in Book 16, Page 47 of Maps, records of Riverside County, California, described as follows:

Parcel 1 of Record of Survey on file in Book 43, Page 11 of Record of Surveys, records of said Riverside County.

DESCRIPTION APPROVAL 11/13/90
George P. Hutchinson by Kgs
SURVEYOR, CITY OF RIVERSIDE

Please Record for the Benefit of the City of Riverside
Real Property Services Manager
Gov't. Code 6103

445692

B. As Declarant desires to construct structure(s) upon the Property, a review by the Public Utilities Department of the City of Riverside (the "City") of the development and/or building plans is necessary for the determination of water fees, charges and requirements prior to the issuance of a Building Permit.

C. The Water Rules of the City require that the existing 4-inch water main within Indiana Avenue fronting the Property be replaced with 12-inch water main(s) for a distance of 129.45 feet. The City has determined that such water main replacement is not required at this time subject to the Declarant executing and recording an agreement to pay an in lieu fee at such time as such replacement is necessary.

NOW, THEREFORE, Declarant hereby covenants and agrees with the City that the following restrictions shall apply to the Property:

1. Declarant shall pay to City, upon demand, the Distribution System Fee or its equivalent at the rate established in the Water Rules of City then in effect at the time of payment, for the replacement of 129.45 feet of existing 4-inch water main with 12-inch water main within Indiana Avenue fronting the Property at such time as it is reasonably determined by City that the water main replacement is required to meet fire flow demands for development or nearby developments.

2. Declarant or the successors or assigns of Declarant shall pay the heretofore described Distribution System Fee or its equivalent within 90 days of written notification from City that the water main replacement is required for water system betterment and fees are due and payable. In the event the Distribution System Fee is not paid to City within said 90 days, the water service to the structure(s) may be terminated in accordance with the then existing rules for non payment of water charges until such time as the Distribution System Fee has been paid.

3. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City, its successors and assigns. Should the City 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 court costs, including reasonable attorneys' fees.

4. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon Declarant and the successors and assigns of Declarant and shall continue in effect for a period of twenty (20) years from the day and year first above written at which time all provisions herein shall terminate if otherwise not previously released by the City Council of the City of Riverside, California.

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

Joseph Feola

JOSEPH FEOLA AS TRUSTEE OF THE FEOLA FAMILY LIVING TRUST UNDER DECLARATION OF TRUST DATED NOVEMBER 23, 1988

Gudrun Feola

GUDRUN FEOLA AS TRUSTEE OF THE FEOLA FAMILY LIVING TRUST UNDER DECLARATION OF TRUST DATED NOVEMBER 23, 1988

APPROVED AS TO FORM:

[Signature]

Assistant City Attorney

445692

3001 (6.8.82) (Individual) First American Title Company

STATE OF CALIFORNIA, _____ ss.
COUNTY OF Riverside

On November 13, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph Feola and Gudrun Feola

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 and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature *Stephanie Arevalos*



(This area for official notarial seal)