

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
1360 Shakespeare

242723

RECEIVED FOR RECORD
Min. Past 10'clock P.M.

JUL 17 1991

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

COVENANT AND AGREEMENT AND
DECLARATION TO HOLD HARMLESS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 9th day of July, 1991, by HERMAN L. ECKHOFF and KARIN D. ECKHOFF, 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 No. 8 of Tract 20312-1 as shown by map on file in Book 165 of Maps at Pages 46 thru 50 inclusive thereof, records of Riverside County, California.

B. The Property located at 1352 Shakespeare, Riverside, California, is developed with a single-family house and a 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 No. 7 of Tract 20312-1 as shown by map on file in Book 165 of Maps at Pages 46 thru 50 inclusive thereof, records of 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
7/11/91
[Signature]

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 greater 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.

Juan L. Eckhoff

Karin D. Eckhoff

APPROVED AS TO FORM
M. Y. Herring
 CHIEF ASSISTANT CITY ATTORNEY

