

RECORDING REQUESTED BY:

EXEMPT PURSUANT TO
GOVT. CODE Sec. 6103

WHEN RECORDED MAIL TO:

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

Project: Swimming Pool at
2241 Trafalgar Avenue
Riverside, California

261669

RECEIVED FOR RECORD
AT 2:00 O'CLOCK P.M.

JUL 31 1991

Recorded in Official Records
of Riverside County, California

Recorder
Fees \$

COVENANT AND AGREEMENT AND
DECLARATION TO HOLD HARMLESS AND INDEMNIFICATION

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS
is made and entered into this 29th day of July, 1991, by
STEPHEN R. BASH and JOANNE C. BASH, 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 9 of Tract 9275 as shown by Map on file
in Book 91 of Maps, at Page 6 thereof, records
Riverside County, California.

B. The Property located at 2241 Trafalgar Avenue,
Riverside, California, is developed with a single-family house and a
proposed swimming pool.

C. The undersigned wish to construct a swimming pool on a
portion of the property.

D. A swimming pool is required by Section 16.36.020 of the
Riverside Municipal Code to have fencing as required by the
ordinance, one provision of which is a fence not less than 5 feet in
height.

E. As a condition for the issuance of a building permit for
the Property, the City of Riverside is requiring the undersigned to
execute and record a Covenant and Agreement in which the owner
acknowledges that the existing fence is non-conforming and that the
owner agrees to hold the City, its officers and employees harmless
and indemnify the City, its officers and employees for any act or
occurrences which may arise in the future as a consequence of the
non-conforming nature of the fencing.

DESCRIPTION APPROVAL: 7, 22, 91.

George P. Hitchcock
SURVEYOR, CITY OF RIVERSIDE

NOW, THEREFORE, for the purposes of complying with a condition of approval for issuance of a building permit and final inspection by the City of Riverside, the undersigned hereby covenant and agree with the City of Riverside that the following agreement shall apply to the Property:

The fencing at the time of construction of the swimming pool on the property does not comply with the minimum height requirements of Riverside Municipal Code Section 16.36.020. That the fencing pre-existed the construction of the pool to be located on the property and as a minimum meets the requirements of the Riverside Municipal Code prior to January 1, 1991. That the owners agree that they shall hold the City harmless for any defects in the inspection or approval of the pre-existing fencing and further agree to defend any action brought against the City arising out of the facts stated herein and indemnify the City for any liability arising from approval of the non-conforming swimming pool fence.

The terms of this Covenant and Agreement to Hold Harmless and Indemnify 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 and Declaration of Restrictions, 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 and Indemnify 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 and Indemnify to be executed the day and year first written above.

APPROVED AS TO FORM
W. Z. Neering
 CHIEF ASSISTANT CITY ATTORNEY

Joanne C. Bash
 JOANNE C. BASH

Stephen R. Bash
 STEPHEN R. BASH

