

RECORDING REQUESTED BY:

RECEIVED FOR RECORD  
AT 8:00 O'CLOCK

WHEN RECORDED MAIL TO:

OCT 15 1998

CITY CLERK  
CITY OF RIVERSIDE  
CITY HALL, 3900 MAIN STREET  
RIVERSIDE, CA. 92522

Recorded in Official Records  
of Riverside County, California

Recorder

Fees \$ 18-

Project: Tract No. 26109-2  
PRD - 1 - 901

T  
SR

COVENANT AND AGREEMENT  
FOR MAINTENANCE OF LANDSCAPED PARKWAYS  
IN OVERLOOK PARKWAY ADJACENT TO TRACT NO. 26109-2

18/4

THIS COVENANT AND AGREEMENT is made and entered into this 8th day of September, 1998, by HAWARDEN VISTA ESTATES COMPANY, a California Limited Liability Company ("Declarant") with references to the following facts:

9/21/98  
for  
Walter R. Inye  
SURVEYOR

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

Lots 1 through 15 of Tract No. 26109-2 as shown by map on file in Book 274 of Maps, at pages 45 through 49 thereof, records of Riverside County California.

The Property is situated on Overlook Parkway and is in the Residential Conservation ("RC") Zone.

B. The Property is being developed as the second phase of a planned residential development consisting of 46 detached single family residences and common open area on approximately 80 acres pursuant to a Planned Residential Development Permit issued in the City of Riverside Zoning Case PRD-1-901. The second phase consists of fifteen (15) detached single family residences and common open area.

C. The Property is located in the Alessandro Heights Grading and Arroyo Preservation Study Area and is characterized by rolling terrain with highly visible ridge lines that drop off steeply into several arroyos. Access to the Property will be provided by the extension of Overlook Parkway, a 110 foot crosstown major arterial, and by a private street system. A Homeowners' Association has been created to maintain the common open space as well as the

private street system.

D. Declarant, on behalf of the Homeowners' Association, desires to assume the responsibility for the maintenance of the parkway on Overlook Parkway adjacent to the Property in order to provide for a uniform level of maintenance throughout the Property and to enhance the appearance of the Property.

E. The Park and Recreation Department of the City of Riverside is willing to allow the parkway on Overlook Parkway adjacent to the Property to be maintained by Declarant subject to Declarant assuming by a recorded agreement all responsibility and liability therefor including the continued maintenance and trimming of trees and other landscaping and the replacement thereof as may be necessary.

NOW, THEREFORE, incorporating the above recitals and in consideration of the Park and Recreation Department of the City of Riverside permitting Declarant and the successor Homeowners' Association to maintain the street trees and other landscaping in the public right-of-way immediately adjacent to the Property, Declarant hereby covenants and agrees with the City of Riverside as follows:

1. Declarant at its sole cost and expense shall plant the street trees and other landscaping in the parkway in that portion of Overlook Parkway immediately adjacent to the Property as shown on the map attached hereto as "Exhibit A" as may be required by the policies of the City of Riverside and in accordance with the plans therefor as may be approved by the Park and Recreation Department of the City. Declarant shall also install such automatic irrigation systems as may be necessary to appropriately water the trees and other landscaping in accordance with the aforementioned plans and subject to the specifications of the Park and Recreation department of the City of Riverside.

2. Following the planting of the street trees and other landscaping as above noted, Declarant at Declarant's sole cost and expense shall maintain the street trees and other landscaping according to recognized horticultural standards and to the reasonable satisfaction of the Park and Recreation Department. In meeting Declarant's obligation hereunder, Declarant shall be responsible for the payment of all water used, the installation, repair and maintenance of the irrigation systems, the application of fertilizer, periodic trimming of trees and other shrubbery in accordance with the reasonable policies of the Park and Recreation Department, and the immediate replacement of any dead trees or shrubs.

3. Declarant hereby agrees to and shall defend, indemnify and hold harmless the City of Riverside, its officers and employees from any and all liabilities, expenses, claims or causes of action arising out of or alleged to be caused by resulting from the maintenance of the parkway of that portion of Overlook Parkway as shown on Exhibit A, excepting therefrom the sole negligence or willful misconduct of said City of Riverside or its officers or employees; provided, however, the City of Riverside shall promptly give notice of any such claim.

4. Declarant hereby agrees that the obligations hereinabove assumed will be and become obligations of the Homeowners' Association to be created to manage and maintain the common areas of PRD-1- 901 and that the comprehensive Covenants, Conditions and Restrictions for Tract No

26109-2 shall contain the provisions of paragraphs 1, 2 and 3 above.

5. The responsibilities and related costs as set forth hereinabove shall be appurtenant to the Property as hereinabove described until such time as a Homeowners' Association is created and accepts the obligations herein, at which time the responsibilities and related costs shall be appurtenant to that part of the Property known as and maintained as the Common Area.

6. The terms of this Covenant and Agreement may be enforced by the City of Riverside, its successors and assigns. Should the City of Riverside bring an action to enforce any of the terms hereof, the prevailing party shall be entitled to costs of suit, including reasonable attorneys' fees.

7. This Covenant and Agreement shall run with the land and each and all of them shall be binding upon Declarant, and the successors and assigns of Declarant, and shall not be modified, amended or terminated without the prior written consent of the Park and Recreation Director of the City of Riverside duly recorded.

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

HAWARDEN VISTA ESTATES COMPANY, LLC  
BY HAWARDEN DEVELOPMENT CORP.  
Managing Member of Hawarden Vista Estate  
Company, LLC

By: Andrew M. Bodewin  
Andrew M. Bodewin, President *Pres*

By: Cathryn E. Bodewin  
Cathryn E. Bodewin, Secretary

Approved as to Content:

Terry Nelson  
Park and Recreation Director

Approved as to Form:

Kathleen M. Jones  
Assistant City Attorney

landscape

State of California )  
 ) ss  
County of Riverside )

On Sept. 8, 1998, before  
me, a notary public in and for said State, personally appeared  
Andrew M. Bodewin and Cathryn E. Bodewin

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 in ~~his/her/their~~ authorized  
capacity(ies), and that by ~~his/her/their~~ signature(s) on the  
instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and

official seal.



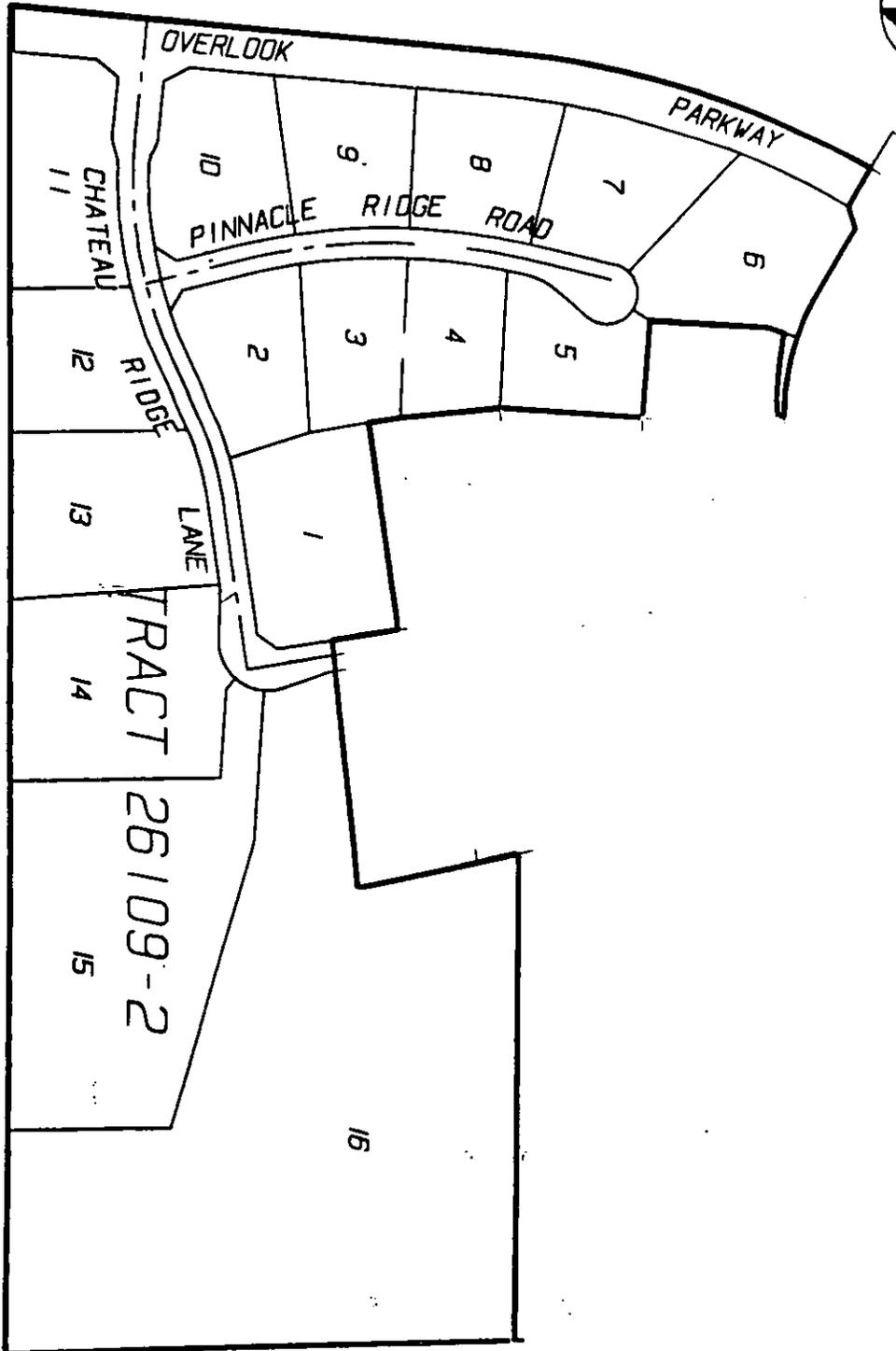
*Melissa Stewart*  
Signature

CAPACITY CLAIMED BY SIGNERS

- ( ) Attorney-in-fact
- ( ) Corporate Officer(s)  
Title \_\_\_\_\_ Title \_\_\_\_\_
- ( ) Guardian /Conservator
- ( ) Individual(s)
- ( ) Partner(s)  
( ) General ( ) Limited
- ( ) Trustee(s)
- (XX) Other President and Secretary

The party(ies) executing this document is/are representing:

Hawarden Vista Estates Company, LLC by Hawarden Development Corp.



TRACT 26109-2

70-5