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City Clerk
City of Redlands
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Redlands, California 92373

FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103

Recorded in Official Records, County of San Bernardino



DENNIS DRAEGER
ASSESSOR – RECORDER – CLERK

R Regular Mail

Doc#: 2011 – 0409777



9/29/2011
9:16 AM
DB

Titles:	1	Pages:	5
Fees			0.00
Taxes			0.00
Other			0.00
PAID			\$0.00

This document is exempt from the payment of a recording
fee pursuant to Government Code Section 27383

**DECLARATION OF COVENANT
FOR
MAINTENANCE OF A PARKWAY BRIDGE**

This DECLARATION OF COVENANTS ("Declaration") FOR MAINTENANCE OF A PARKWAY BRIDGE is made this 22ND day of AUGUST 2011, by Ryan Gomes ("Declarant") with reference to the following facts:

A. The Declarant is the owner of certain real property located in the City of Redlands, County of San Bernardino, State of California, known as lot 7 of block 36 residence tract, in the City of Redlands, County of San Bernardino, State of California, as per map recorded in Book 5 page 12 of Maps (the "Property"), in the office of the County Recorder of San Bernardino County, California (APN 0173-221-01).

B. The Declarant has constructed a parkway bridge (the "Bridge") within the public right of way along Ramona Drive as shown on Exhibit "A," attached hereto and incorporated herein by reference.

C. The Bridge is a privately owned facility and has been constructed pursuant to a City issued permit in accordance with plans and specifications approval by the City, which are incorporated herein by this reference.

Now, therefore, in consideration of the forgoing benefits obtained by the Declarant and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Declarant hereby declares as follows:

1. Covenant Running with Land. The Declarant hereby covenants that the burdens and benefits herein made and undertaken shall constitute covenants running with the Property and constitute an encumbrance on the Property which shall bind successors.

2. Maintenance Obligation. The purpose of this Declaration is to declare that the maintenance of the Bridge is the responsibility of the Declarant, and that this responsibility shall pass to successive owners of the Property and shall run with the Property in perpetuity. In the event the Declarant or any successive owner fails to maintain the Bridge to the

satisfaction of the City, the Declarant or such successive owner shall commence proceedings and agree to inclusion of the Property within a City Community Facilities District, and pay all expenses associated therewith.

3. Enforcement. It is the express intent of the Declarant that the terms and provisions of this Declaration shall be enforceable as an equitable servitude by the Declarant. To the extent necessary to do so, the Declarant and its successors and assigns hereby confer and assign rights to enforce the terms and conditions of this Declaration to the City.

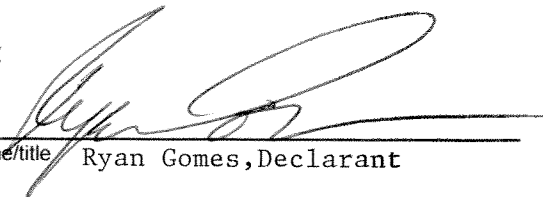
4. Attorneys' Fees. In the event any action is commenced by the City to enforce or interpret the provisions of this Declaration the City shall, in addition to any costs and other relief, be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel.

5. Amendment. This Declaration may be amended by the Declarant, but only if in writing and after written approval by the City.

6. Recordation. This Declaration shall be recorded in the Official Records of the County of San Bernardino and shall constitute notice to all successors and assigns of the title to the Property of the rights and obligations set forth herein.

IN WITNESS WHEREOF, the Declarant has executed this instrument as of the date first above written.

By:


Name/title Ryan Gomes, Declarant

(Notarize & Record)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On 8/22/11

Date

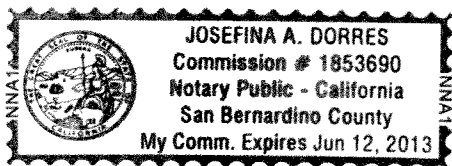
before me, Josefina A. Dorres, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Ryan L. Gomes

Name(s) of Signer(s)



who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Declaration of Covenant for Maintenance of a Parkway

Document Date: 8/22/11

Number of Pages: 2

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ryan Gomes

- ☒ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

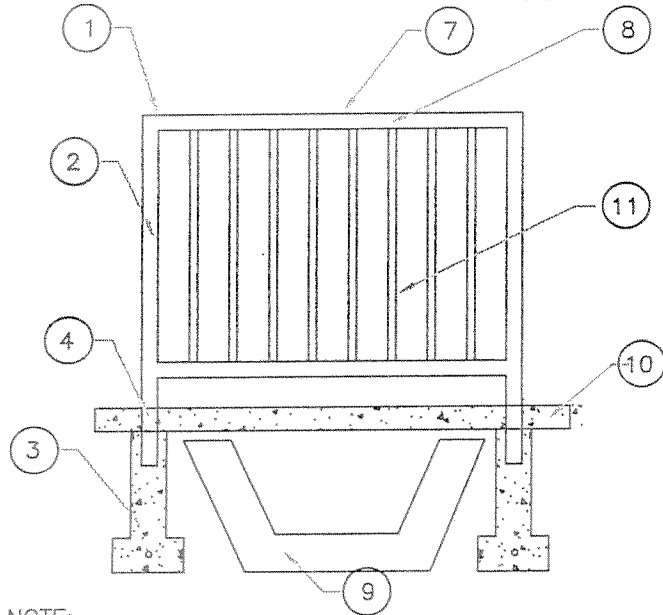
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

DECK & WROUGHT IRON GUARDRAIL-M02

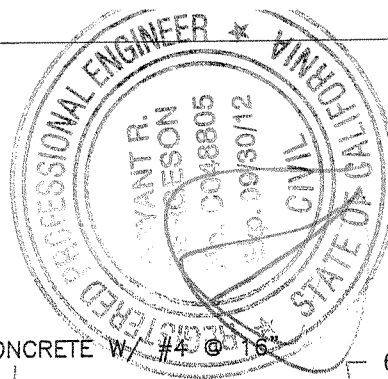
SCALE: NONE



NOTE:

GUARDRAIL INCLUDING HAND RAIL SHALL BE ARRANGED SO THAT A 4" SPHERE CANNOT PASS THROUGH THE RAILS & PICKETS AND A 6" SPHERE CANNOT PASS THROUGH THE RISER AND BOTTOM ELEMENT OF THE GUARDRAIL.

- | | |
|------------------------|------------------------|
| ① WROUGHT IRON RAILING | ⑦ 36" MIN. RAILING HT. |
| ② WROUGHT IRON POST | ⑧ WROUGHT IRON CAP |
| ③ FOOTING PER PLAN | ⑨ EXISTING CULVERT |
| ④ 12" EMBEDMENT | ⑩ 6" CONCRETE SLAB |
| | ⑪ PICKETS |



KADTEC **DRAFTING & DESIGN**

SUITE 'B' 26748 HIGHWAY 189
BLUE JAY, CA. 92317
(909) 336-6970 (VOICE)

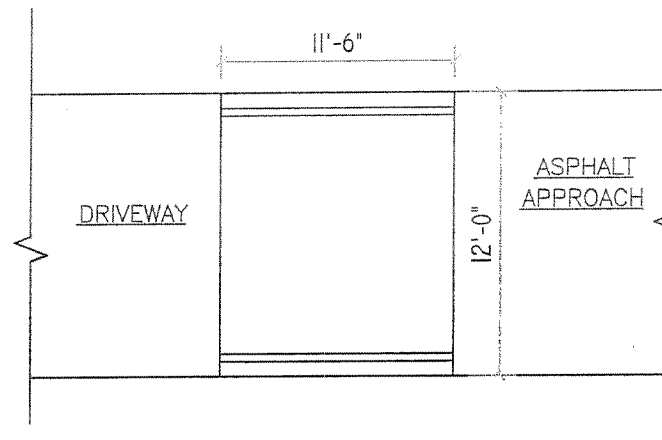
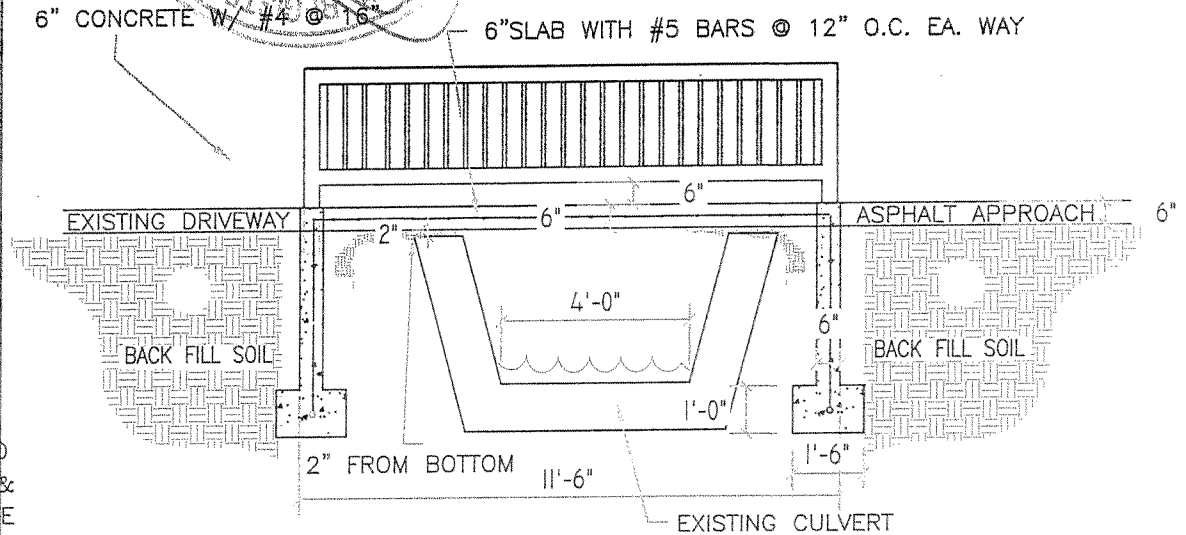


Exhibit "A"
Sht. 01 of 02

APN 0173-221-01

NOTE:

DESIGN ENGINEER SHALL INSPECT THE STEEL PLACEMENT PRIOR TO POURING

NOTE:

CONCRETE FOR SLABS AND FOUNDATIONS SHALL BE 3250 P.S.I. @ 28 DAYS.

7cy

Exhibit A
Sht. 02 of 02

