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Recording requested by and mail original to:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
Land Development Division
Subdivision Plan Checking Section
Road and Grading Section
P.O. Box 1460
Alhambra, CA 91802-1460

Space Above This Line Reserved For Recorder's Use

DEED RESTRICTION

The undersigned, _____ ("Declarant") hereby certifies that it is the legal owner of Parcel Map No. _____, and for the mutual benefit of Declarant and all subsequent owners of Lot ____ in said subdivision, as more particularly described in Exhibit "A" attached hereto (the "Subject Lot"), and their respective heirs, successors, and assigns, including, without limitation, all purchasers of the Subject Lot, do hereby fix the following protective conditions to which the Subject Lot shall be held, sold and/or conveyed and which are imposed upon the Subject Lot pursuant to this Deed Restriction as mutual equitable servitudes in favor of each and every parcel of land within the Subject Lot, to wit:

That Home Owners Association (HOA) shall maintain the drainage pattern between the subject lot and the offsite properties, as more described in Exhibit "B" attached hereto, by maintaining drainage devices such as but not limited to area drains and the openings at the bottom of the walls at the site boundaries located on each owner's respective lots as shown on the Grading and Drainage Plans No. GPC ____ - 00R1 approved on _____ located in the office of Director of county of Los Angeles, Department of Public Works.

That each owner of any of the Subject Lot and/or HOA shall not in any way interfere with the established drainage in or over the Subject Lots. In the event it is necessary to change the established drainage over the subject Lot, the HOA will be responsible for providing proper drainage in accordance with applicable governmental codes and requirements. For the purpose of this Deed Restriction, the phrase "established drainage" shall mean the drainage as the same existed at the time of the initial rough grading of the Subject Lot.

During Declarant's ownership of the Subject Lot, Declarant covenants and agrees for itself, its heirs, successors and assigns to indemnify, defend and save harmless the County of Los Angeles ("County"), its agents, officers and employees from and against any and all liabilities and expenses, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the construction or maintenance of the established drainage on the Subject Lots. After Declarant transfers any portion of the Subject Lot, Declarant shall not be required to indemnify, defend or save harmless the County, its agents, officers or employees, from and against any liability or expense arising from or connected with the construction or maintenance of the established drainage on the applicable Subject Lot.

Upon Declarant's sale or other transfer of any portion of the Subject Lot, any subsequent owner of any such transferred Subject Lot shall, for itself, its heirs, successors and assigns, indemnify, defend and save harmless the County of Los Angeles, its agents, officers, and employees and Declarant, its agents, officers, and employees from and against any and all liabilities and expenses, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with the construction or maintenance of the established drainage on the Subject Lots arising from and after the date of any such transfer.

Upon the sale or other transfer of any portion of the Subject Lot, the transferring owner of such Subject Lot shall be automatically released from all obligations arising or accruing under this Deed Restriction arising from the date of the transfer and the transferee shall be bound by all of the terms and conditions of this Deed Restriction.

This Deed Restriction may only be modified, changed or terminated by a written agreement signed and acknowledged by the County of Los Angeles and current owner/HOA and recorded with the Office of the Los Angeles County Recorder.

The Declarant makes this Deed Restriction on behalf of itself and its successors and assigns and this Deed Restriction shall run with _____ and shall be binding upon Declarant during Declarant's ownership of the Subject Lots, future owners of _____ and their respective successors, heirs and/or assigns. Upon the transfer of any portion of the Subject Lots by Declarant, Declarant shall be automatically released from any and all obligations and liabilities whatsoever under this Deed Restriction with respect to the transferred Subject Lots arising from and after the date of any such transfer.

By: _____

Name: _____

Title _____

State of California
County of _____

On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 _____ (Notary Seal)

EXHIBIT "A"

(Legal Description of the Subject Lots)

EXHIBIT "B"

(Legal Description of the offsite properties)