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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO:

City Clerk  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

Project: 150 Palmyrita Avenue  
Riverside, CA  
APN: 257-100-029-2

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FOR RECORDER'S OFFICE USE ONLY

COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS  
ON FUTURE USES OF THE PROPERTY

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THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 28<sup>th</sup> day of October, 2010, by SANDALS CHURCH INC., a California Non-Profit Religious Corporation ("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the real property located at 150 Palmyrita Avenue, Riverside, California, (the "Property") legally described on Exhibit "A" attached hereto and incorporated herein by reference.

B. As a condition of approval to the minor conditional use permit, the City of Riverside ("City") is requiring Declarant to execute and record a covenant and agreement limiting the number seats in the building at any give time, to comply with all parking requirements and informing future owners, lessees, successors and assigns of the seat and parking restrictions.

C. Declarant offers and agrees to record such a covenant and agreement limiting the number of seats on the Property, to comply with all parking requirements, and to put future owners, lessees, successors and assigns on notice of the seat and parking restrictions.

NOW THEREFORE, for the purposes of complying with the conditions of approval and putting future owners, lessees, successors and assigns on notice, Declarant hereby covenants and agrees to the following covenants, conditions, and restrictions:

1. The Property, and all uses of the Property, are hereby advised that the number of "non-fixed" seats" is to be limited to 1,332 in the main (first floor) sanctuary area, and not more than 2,000 seats for all worship areas at any given time provided that adequate parking in accordance with Chapter 19.580 of the Riverside Municipal Code is provided at all times.

C/A-1126


2. Declarant, and all future uses of the Property, shall comply with all parking requirements as set forth in the Zoning Code and conditions relative to building occupancy phasing and parking as approved under Planning Cases P09-0582, P09-0583 and 10-0087.

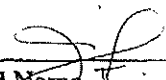
3. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by City of Riverside, and its successors and assigns. Should the City bring an action to enforce the terms of this Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to court costs, including reasonable attorney's fees.

4. This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon the Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by the Director of the Planning Division of the City of Riverside, California, by a writing duly recorded.

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

SANDALS CHURCH INC.

By:   
Printed Name: Debbie Martis  
Title: Operations Director

By:   
Printed Name: Jaime E. LEGASPI  
Title: Youth Leader

APPROVED AS TO FORM

APPROVED AS TO CONTENT:

By:   
Kristi J. Smith  
Supv. Deputy City Attorney


By:   
Kyle J. Smith  
Planning Division

Exhibit A

BEING A PORTION OF PARCEL "A" OF LOT MERGER NO. P06-1370, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED MAY 15, 2007 AS INSTRUMENT NO. 2007-0322934 OF OFFICIAL RECORDS OF SAID COUNTY, BEING A PORTION OF THE NORTH ONE HALF OF THE NORTHWEST ONE QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL AND WASHER STAMPED "RIVERSIDE SURVEYOR, NW CORNER SEC. 16" AT THE INTERSECTION OF THE CENTERLINE OF PALMYRITA AVENUE WITH THE CENTERLINE OF MOUNT VERNON AVENUE, BEING ACCEPTED AS THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN;

THENCE, ALONG THE NORTH LINE OF SAID SECTION SOUTH 89°54'44" EAST, 82.80 FEET, TO THE NORTHWEST CORNER OF LOT 13 OF THE VIVIENDA RANCH AS PER MAP BOOK 2 PAGE 39 RECORDS OF SAID RIVERSIDE COUNTY; THENCE SOUTH 35°24'16" WEST, 90.13 FEET, ALONG SAID RANCH TO THE NORTHERLY LINE OF MOUNT VERNON AVENUE PER DOCUMENT NO. 2008-0224359 RECORDED 1 MAY 2008 RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHERLY LINE, NORTH 84°44'11" EAST, 3.26 FEET; THENCE ALONG THE LINES OF PALMYRITA AVENUE PER DOCUMENT NO. 2006-0245563 RECORDED 6 APRIL, 2006 RECORDS OF SAID COUNTY NORTH 39°20'46" EAST, 37.76 FEET; THENCE SOUTH 89°54'44" EAST, 492.21 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 0°05'16" WEST, 416.43 FEET TO THE SOUTH LINE OF SAID PARCEL MERGER P06-1370;

THENCE ALONG THE SOUTH LINE OF SAID MERGER, NORTH 89°51'51" EAST, 660.89 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID LOT MERGER;

THENCE SOUTH 29°22'38" EAST, 97.46 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT MERGER TO A POINT DISTANT THEREON NORTH 29°22'38" WEST, 916.04 FEET FROM THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED IN SAID LOT MERGER AS HAVING A BEARING AND DISTANCE OF NORTH 29°22'38" WEST, 1013.50 FEET;

THENCE NORTH 51°51'50" EAST, 8.81 FEET

THENCE, NORTH 50°32'40" EAST, 99.14 FEET;

THENCE, NORTH 39°47'34" EAST, 30.04 FEET;

THENCE, NORTH 08°46'25" EAST, 32.59 FEET;

THENCE, NORTH 15°31'30" WEST, 164.41 FEET;

THENCE, NORTH 00°49'15" EAST, 50.10 FEET;

THENCE, NORTH 16°15'57" WEST, 40.28 FEET;

THENCE, NORTH 45°59'17" WEST, 35.56 FEET;

THENCE, NORTH 60°40'11" WEST, 27.27 FEET;

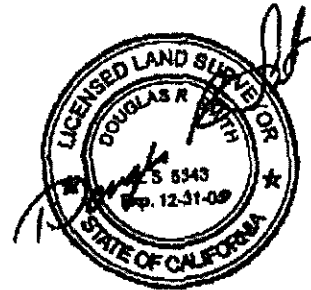
THENCE, NORTH 83°06'59" WEST, 91.61 FEET;


THENCE, NORTH 69°20'07" WEST, 65.20 FEET TO THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED IN SAID LOT MERGER AS HAVING A BEARING AND DISTANCE OF SOUTH 55°00'44" EAST, 174.73 FEET:

THENCE ALONG SAID COURSE NORTH 55°00'44" WEST, 97.83 FEET, TO THE SOUTH LINE OF SAID PALMYRITA AVENUE;

THENCE ALONG SAID STREET, NORTH 89°54'44" WEST, 479.71 FEET TO THE POINT OF BEGINNING;

CONTAINING 7.140 ACRES MORE OR LESS.



DESCRIPTION APPROVAL:  
  
MARK S. BROWN  
CITY SURVEYOR  
7/6/2010  
DATE

**ACKNOWLEDGMENT**

State of California  
County of Riverside

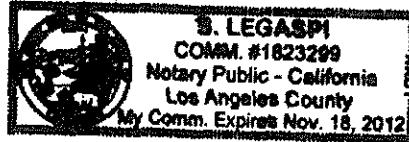
On October 28, 2010, before me, S. Legaspi, a

notary public, personally appeared Debbie Martis, 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.

S. Legaspi (SEAL)  
Signature



**ACKNOWLEDGMENT**

State of California  
County of Riverside \_\_\_\_\_)

On October 28, 2010, before me, S. Legaspi \_\_\_\_\_, a

notary public, personally appeared Jaime E. Legaspi \_\_\_\_\_, 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.

S. Legaspi \_\_\_\_\_ (SEAL)  
Signature

