

RECORDING REQUESTER'S NAME:

WHEN RECORDED MAIL TO:

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

Project: COC-1-923
6500 Valley Drive
Riverside, California 92505

57933

RECEIVED FOR RECORD
AT 1:00 O'CLOCK

FEB 16 1993

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$

William J. Blum

COVENANT AND AGREEMENT AND
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 16 day of February, 1993, by FRANK LESLIE HAGGERTY, JR. and RUTH B. HAGGERTY, husband and wife as joint tenants (hereinafter called the "Declarants"), with reference to the following facts:

A. Declarants are the fee owners of the real property (the "Property") situated in the City of Riverside, County of Riverside, State of California, described as follows:

All that portion of Lot 20 of Alhambra Addition, as shown by map on file in Book 11, pages 78 and 79 of Maps, Records of Riverside County, described as follows:

Commencing at the Northeast corner of said Lot 20;
Thence South 41° 00' East, along the Northeast line of said Lot 20, 162.51 feet to the true point of beginning;
Thence South 49° 00' West, 110.00 feet to a point;
Thence South 41° 00' East and parallel to the Northeast line of Lot 20, a distance of 55.00 feet;
Thence Northeasterly to a point on the Northeast line of Lot 20, distant South 41° 00' East, 100 feet from the point of beginning;
thence North 41° 00' West, 100 feet to the true point of beginning;

Excepting therefrom that portion conveyed to the City of Riverside for road purposes by Deed recorded October 29, 1957 in Book 2170, page 213, Official Records.

Also excepting therefrom that portion conveyed to the City of Riverside by deed recorded December 31, 1992 as Instrument No. 499580, records of said Riverside County.

B. Declarants have applied to the City of Riverside for a Certificate of Compliance to legalize the Property. The Property

DESCRIPTION APPROVAL:

George P. Hultgren
1/27/93
SURVEYOR, CITY OF RIVERSIDE

is in the Rural Residential (RR) Zone but is significantly smaller than the 20,000 square-foot minimum lot size established by the current RR Zone as set forth in Section 19.18.050 of the Riverside Municipal Code.

C. The City Council of the City of Riverside has agreed to approve the request for a Certificate of Compliance and as a condition thereof is requiring that the Declarants execute a covenant and agreement that no animal keeping as set forth in Riverside Municipal Code Section 19.18.030, subparagraphs (6), (7) and (8) shall be permitted on the Property.

D. Declarants desire to restrict the Property so that animal keeping which is specifically permitted in the RR Zone will not be allowed on the Property.

NOW, THEREFORE, the Declarants hereby covenant and agree that the Property is, and hereafter shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following covenants, conditions and restrictions, all of which are in consideration of the issuance of a Certificate of Compliance for the Property by the City of Riverside.

1. No animal keeping, as permitted in the RR Zone and as set forth in Section 19.18.030, subparagraphs (6), (7) and (8) shall be permitted on the Property. The uses permitted in the following subparagraphs are specifically prohibited on the property:

(6) Not more than a total of two horses, ponies, mules, cows, goats and sheep, and swine and pigs subject to the provisions of subsection (7) of this Section, or a total of two of any combination thereof shall be kept on any lot; provided, that said lot has a minimum area of twenty thousand square feet; and further provided that one additional such animal may be kept for each additional ten thousand square feet over the minimum area requirement;

(7) Swine or pigs shall be permitted in the Rural Residential Zone only upon the condition that said animals are kept and maintained as a duly-authorized Future Farmers of America or 4-H project;

(8) Offspring of permitted animals shall not be counted in determining the permitted number of animals if such offspring do not exceed the following age limitations:

- A. Cattle, twenty-four months;
- B. Horses, eighteen months;
- C. Ponies, eighteen months;
- D. Mules, eighteen months;
- E. Sheep, twelve months;

- F. Goats, twelve months;
- G. Pigs, sixty days;
- H. Swine, sixty days....

2. Any person, whether an individual, corporation, association or otherwise, who now or thereafter owns or acquires any right, title or interest in or to any portion of the Property shall be deemed to have consented and agreed to the prohibition of the keeping of animals as set forth herein notwithstanding the fact that such uses may be permitted by the then-existing zoning.

3. The terms of this Covenant and Agreement and Declaration of Restrictions 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 of this Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to reasonable attorneys' and expert witness fees and other reasonable costs of suit.

This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and every term or condition thereof shall be binding upon the Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by the City Council of the City of Riverside.

IN WITNESS WHEREOF, the Declarants have executed this Covenant and Agreement and Declaration of Restrictions on the day and year first above written.


 FRANK LESLIE HAGGERTY JR.


 RUTH B. HAGGERTY

APPROVED AS TO FORM:


 Assistant City Attorney

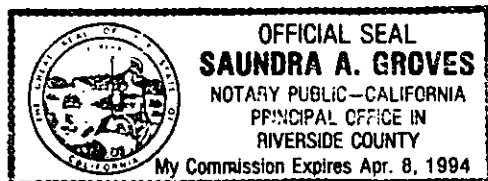
APPROVED AS TO CONTENT:


 Planning Department

State of California)
) ss
County of Riverside)

On Feb. 16, 1993, before me Saundra A. Groves, Notary Public
(date) (name and title of the officer)
personally appeared Frank Leslie Haggerty, Jr. and Ruth B. Haggerty*

~~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.

Saundra A. Groves
Signature

CAPACITY CLAIMED BY SIGNER

- () Attorney-in-fact
- () Corporate Officer(s)
Title _____ Title _____
- () Guardian /Conservator
- (X) Individual(s)
- () Partner(s)
() General () Limited
- () Trustee(s)
- () Other _____

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