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WHEN RECORDED MAIL TO:

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

Project: Case LL-015-967
Case CU-043-945

For Recorder's Office Use Only

COVENANT AND AGREEMENT
PROVIDING FOR A UNIFIED PROJECT

(T)

THIS COVENANT AND AGREEMENT is made and entered into this 26 day of November, 1997, by **REFRESHING SPRING TEMPLE CHURCH OF GOD IN CHRIST, INC.**, a California nonprofit corporation ("Declarant"), with reference to the following facts:

A. Declarant is the fee owner of the real property (the "Property") consisting of two parcels (respectively, "Parcel A" and "Parcel B") located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel A

Lot 24 in Block 9 of White's Addition, as shown by map on file in Book 6, Page 48 of Maps, records of San Bernardino County, California.

Parcel B

Lots 1, 2 and the northwesterly 10 feet of Lot 3, all in Block 9 of Whites Addition as shown by map on file in Book 6 of Maps, page 48 thereof, records of San Bernardino County, California.

Parcel B originally consisted of three parcels ("Parcel 1", "Parcel 2" and "Parcel 3") as described in the Grant Deed dated May 2, 1996 by which said parcels were conveyed to Declarant by the Redevelopment Agency of the City of Riverside ("Redevelopment Agency"). Said Grant Deed was recorded on May 3, 1996, as Instrument No. 161457, Official Records of Riverside County, California.

B. The Property is in a Single-Family Residential ("R-1-65") Zone and is located on the easterly side of Park Avenue between Sixth Street and Mission Inn Avenue (formerly Seventh Street) within the City of Riverside, California.

11/21/97
Amel S. [Signature]

C. Declarant in Zoning Case CU-043-945 sought a conditional use permit to demolish a portion of the existing church located on Parcel A to facilitate the installation of on-site parking and to construct a related multi-purpose building and parking on Parcels 1, 2 and 3 now constituting Parcel B. Parcels 1, 2 and 3 were owned by the Redevelopment Agency at the time that Zoning Case CU-043-945 was being processed through the City of Riverside ("City").

D. A condition of approval imposed by City for a Conditional Use Permit in Zoning Case CU-043-945 requires that prior to issuance of building permits, Declarant was to acquire Parcels 1, 2 and 3 from the Redevelopment Agency and consolidate said parcels with the parcel then owned by the Declarant through an administrative parcel map waiver process without further action by the Planning Commission. In the event Declarant did not purchase Parcels 1, 2 and 3 from the Redevelopment Agency, the following conditions would be imposed: a) no new development shall occur within five feet of any property line and no facilities (including parking) shall be constructed on or across property lines, and b) prior to issuance of any permit: i) a covenant shall be recorded on the Redevelopment Agency property restricting use of any parking area or building on this property to ancillary functions of the church and ii) a mutual parking and access agreement shall be recorded between the Redevelopment Agency properties and the existing church property.

E. As a Deed of Trust encumbers Parcels 1, 2 and 3 with the Redevelopment Agency as beneficiary, the lot consolidation being processed in Lot Consolidation Case LL-015-967 by City only includes Parcels 1, 2 and 3 and not Parcel A which is unencumbered by the Deed of Trust. As a condition to the approval of the administrative lot consolidation in Case LL-015-967, City is requiring Declarant to execute and record a covenant and agreement wherein it is agreed that Parcels A and B will be developed, used and maintained as a single unified project.

F. Declarant intends by this document to comply with the condition imposed by City for the approval of Administrative Lot Consolidation Case LL-015-967.

NOW, THEREFORE, Declarant hereby declares that the Property is and hereafter shall be held, conveyed, transferred, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are imposed as equitable servitudes pursuant to a general plan for the development of the Property for the purpose of enhancing and protecting the value and attractiveness of the Property, and each Parcel thereof, and to comply a condition imposed by the City for the approval of the conditional use permit in Zoning Case CU-043-945. All of the covenants, conditions, limitations, restrictions and easements shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Property or any Parcel or portion thereof, and shall be binding and inure to the benefit of each

successor and assignee in interest of each such party. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant of a Parcel of the Property shall be and hereby is deemed to incorporate by reference all of the provisions of this Covenant and Agreement, including, but not limited to, all the covenants, conditions, restrictions, limitations, grants of easement, rights, rights of way and equitable servitudes contained herein.

1. In addition to the definitions hereinbefore set forth, the following words or phrases when used in this Covenant and Agreement (except when the context otherwise requires) shall have the following definitions:

(a) "Building Areas" shall mean those areas on each Parcel of the Property upon which buildings have been or are to be constructed pursuant to plans approved by the City and building permits issued therefor.

(b) "Common Area" shall mean all the areas of Parcel A and Parcel B other than Building Areas.

(c) "Owner" shall mean any person, whether an individual, corporation, association or otherwise, in which title to a Parcel is vested, as shown by the Official Records of Riverside County, California. Declarants shall be deemed the Owner of any unsold or retained Parcels until Declarants shall have executed or caused to be recorded in the Office of the County Recorder of Riverside County, California, an instrument of conveyance conveying the respective Parcel. If more than one person is Owner of a Parcel, then all such persons shall be jointly and severally liable for all obligations herein of the Owner of a Parcel.

(d) "Parcel" or "Parcels" shall mean the Parcel or Parcels of the Property hereinabove described.

2. The Property and each Parcel of the Property shall only be occupied, sold, leased and used as a single, unified project under Conditional Use Permit CU-043-945, or as said permit may be amended or revised from time to time. Neither Parcel of the Property shall be used separately from the other under any other separate conditional use permit or other approval of City. Any parking area or building constructed, used and maintained on Parcel B shall only be ancillary to the use of Parcel A for church purposes.

3. Declarant hereby establishes, grants and reserves nonexclusive easements for parking, vehicular and pedestrian ingress and egress over, along, under and across the Common Areas of each Parcel of the Property (as said Parcel now exists or may hereinafter be reconfigured), designated as driveway and parking spaces on the plans for the development of each Parcel of the Property as may be approved by the City in Zoning Case CU-043-945, or as said case may be revised, for the use and benefit of and as an easement appurtenant to the remaining Parcel (as said Parcel now exists or as hereinafter reconfigured).

The nonexclusive easements herein established shall be and are for vehicular and pedestrian ingress and egress, and for the parking of motor vehicles.

4. In the event Declarants shall sell, convey, lease or otherwise change the ownership of either Parcel of the Property, as such Parcel is conveyed, Declarants shall grant and reserve, as is appropriate, the easements established in Paragraph 3 above.

5. Declarants shall not construct, erect, install, maintain or permit the construction, erection, installation or maintenance of any barrier, barricade, wall, or fence between the Parcels of the Property which would preclude or interfere with the use of the driveways and parking spaces by the Owners, occupants, employees and invitees of the other Parcel; provided, however, nothing herein shall prevent the installation, construction or maintenance of necessary traffic control devices.

6. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Common Area to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Declarant that this document shall be strictly limited to and for the purposes herein expressed. The right of the public or any person to make use whatsoever of the Common Area of the Property, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is solely by permission, and subject to the control of the Owner(s). Notwithstanding any other provision herein to the contrary, Declarant may periodically restrict ingress and egress on the driveway and parking areas of the Common Area in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress or egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such time as to have a minimum effect on the Owners, occupants and invitees of the Parcels of the Property.

7. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the Parcels described herein is vested in one party or entity.

8. Any person who now or hereafter owns or acquires any right, title or interest in or to any Parcel of the Property shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and easement contained herein; and (b) to have been granted and be subject to each of the applicable easements described in Paragraph 3 hereof, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in the Property.

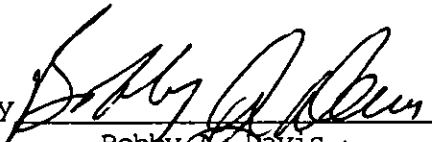
9. The terms of this Covenant and Agreement may be enforced by the City or by any Owner, lessee or tenant of any Parcel of the Property. Should the City or any Owner, lessee or tenant bring an action to enforce the terms of this Covenant and Agreement, the prevailing party shall be entitled to costs of suit, including reasonable attorneys' fees.

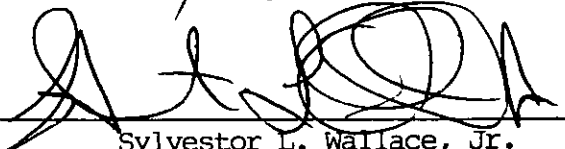
10. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of each and every Parcel of the Property and create mutual, equitable servitudes upon each Parcel as the servient tenement in favor of the other Parcel as the dominant tenement and create reciprocal rights and obligations among the respective Owners of the Parcels, and privity of contract and estate among all grantees of the Parcels, their successors and assigns in interest. In addition, each of the provisions hereof shall operate as covenants running with the land for the benefit of the Property and each Parcel thereof and shall inure to the benefit of all Owners thereof, their successors and assigns in interest, and shall apply to and bind each successive Owner of each Parcel, their successors and assigns in interest.

11. This Covenant and Agreement is made and entered into for the purpose of complying with a condition of approval imposed by the City for the approval of Administrative Lot Consolidation Case LL-015-967, and it shall not be extinguished, terminated, modified, amended or altered in any way except with the prior written and recorded consent of the Planning Director of City.

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

REFRESHING SPRING TEMPLE CHURCH
OF GOD IN CHRIST, INC., a
a California nonprofit corporation

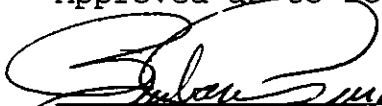
By 
Bobby A. Davis
Title Pastor

By 
Sylvester L. Wallace, Jr.
Title Board of Directors

Approved as to Content:


Planning Department

Approved as to Form:

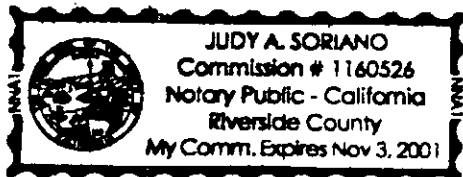

Assistant City Attorney

State of California)
County of Riverside) ss

On November 26, 1997, before me, a notary public in and for said State, personally appeared Bobby A. Davis, Pastor

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.



Judy A Soriano
Signature

CAPACITY CLAIMED BY SIGNER

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

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

Refreshing Spring Temple Church of God in Christ, Inc

State of California)
County of Riverside) ss

On November 26, 1997, before me, a notary public in and for said State, personally appeared Sylvester L. Wallace, Jr.

personally
~~known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name 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 on the instrument the person , or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Judy Soriano
Signature

CAPACITY CLAIMED BY SIGNER

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

The party(ies) executing this document is/are representing:
Refreshing Spring Temple Church of God in Christ, Inc.