

WHEN RECORDED MAIL TO:

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

Project: Tract Map 28907-1

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This document is exempt from the payment
of a recording fee pursuant to Government
Code Section 6103 and 27383

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COVENANT, RESTRICTIONS AND AGREEMENT AFFECTING THE USE OF REAL PROPERTY

THIS COVENANT, RESTRICTIONS AND AGREEMENT AFFECTING THE USE OF REAL PROPERTY (the "Agreement") is made as of this 26th day of JUNE, 2003, by CANAAN DEVELOPMENT CORPORATION, a California corporation ("Owner/Declarant").

RECITALS

A. Owner/Declarant is the fee owner of that real property located in the City and County of Riverside, California, legally described in Exhibit "A" attached hereto and made a part hereof (the "Property").

B. Owner/Declarant has applied to the City of Riverside ("City") for a Tentative Tract Map under Tract Map 28907 to subdivide the Property. The Property is in the Residential Conservation (RC) Zone.

C. The City, as a condition of approving the phasing of Tract Map 28907, requires a covenant be recorded restricting the Property to no more than fifty five (55) legal lots for Phase I and no more than seventeen (17) legal lots for Phase II for a total of seventy-two (72) lots.

D. The parties hereto desire to enter into this Agreement to limit the number of lots comprising the Property as set below.

E. As a further condition of approval of Tract Map 28907, the City is requiring that the Owner/Declarant execute a covenant and agreement that no animal keeping as set forth in Riverside Municipal Code Section 19.09.020(E), shall be permitted on the Property, and/or any lot in the future tract, and further, prohibiting the further subdivision of the Property.

F. Owner/Declarant desires to restrict the Property so that animal keeping which is specifically permitted in the RC Zone will not be allowed on the Property, restrict the future subdivision of the Property, and limit the number of legal lots in each Phase.

NOW, THEREFORE, the Owner/Declarant hereby covenants and agrees 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 recordation of a final Tract Map for the Property by the City of Riverside.

1. **Covenant Restricting Number of Lots on the Property.** Owner/Declarant agrees that the Property shall be subdivided into no more than seventy-two (72) legal lots as follows: no more than fifty-five (55) legal lots for Phase I and no more than seventeen (17) legal lots for Phase II. The Property is hereby prohibited from any further subdivision

2. No animal keeping, as permitted in the RC Zone and as set forth in Section 19.09.020, subparagraph (E), shall be permitted on the Property. The uses permitted in the following subparagraph are specifically prohibited on the property:

E. The grazing, raising or training of horses; provided, that the lot has a minimum area of one acre and animals are not housed or pastured within one hundred feet of a residence; and further, that not more than a total of two horses, colts or ponies or a total of two of any combination of horses, colts or ponies shall be kept on any lot with an area of one acre and that one additional animal may be kept for each half acre over one acre in any such premises.

3. 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.

4. 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.

5. **Binding Covenant.** Owner/Declarant hereby agrees that its interest in the Property shall be held and conveyed subject to the covenants and restrictions set forth in this Agreement, which covenants and restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right or title in the Property, or any portion of the Property, and which are hereby declared to be for the benefit of the Property.

6. **Sale of Fee Title.** In the event the Owner/Declarant shall convey its fee interest in all or any portion of such property, the Owner/Declarant shall thereafter be automatically freed and released from all liabilities respecting the restrictions and covenants contained in the Agreement thereafter to be performed with respect to the portion of the Property which is conveyed, and the new Owner shall be liable from and after the date of such transfer or conveyance, it being intended that the restrictions and covenants contained in this Agreement shall be binding upon the Owner of the Property affected thereby only during such time as the Owner owns the same, provided that the conveying Owner shall remain liable for any actions taken prior to the date of the conveyance.

7. **Recordation.** The Agreement shall be recorded in the Official Records of Riverside County, California, and shall serve as notice to all parties succeeding to the interest of the parties hereto that their use of the Property shall be restricting in the manner herein described.

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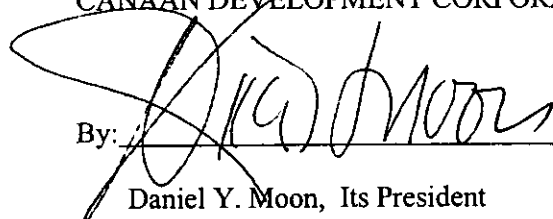
8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9. **Termination.** 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 Owner/Declarant, its heirs, successors and assigns, and shall continue in effect until such time as released by the Planning Director of the City of Riverside.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER/DECLARANT:

CANAAN DEVELOPMENT CORPORATION

By: 
Daniel Y. Moon, Its President

APPROVED AS TO CONTENT:


PLANNING DEPARTMENT

APPROVED AS TO FORM:


DEPUTY CITY ATTORNEY



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The lands described herein are situated in the City of Riverside, County of Riverside, State of California, and are described as follows:

A portion of the Southwest Quarter of Section 13, Township 3 South, Range 5 West, San Bernardino Base and Meridian.

DESCRIPTION APPROVAL 6,2603
Walter R. Spivey by
J.D.G. SURVEYOR, CITY OF RIVERSIDE



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COVENANT, RESTRICTIONS AND AGREEMENT AFFECTING USE OF REAL PROPERTY

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

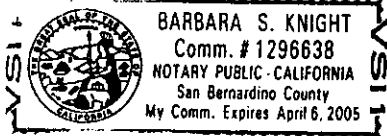
On 6-26-03, before me, Barbara S. Knight,
personally appeared Daniel Yun Moon

~~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.

Barbara S. Knight
Notary Public

[SEAL]



ILLEGIBLE NOTARY SEAL DECLARATION

Government Code Section 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement attached reads as follows:

Name of Notary: BARBARA S. KNIGHT

Date Commission Expires: APRIL 6, 2005

Commission # 1296638

Place of Execution of this Declaration: Riverside

Date: July 10, 2003

FIRST AMERICAN TITLE INSURANCE COMPANY

Tom Culotta

Authorized Signatory



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