

“If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”

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6/11/96

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RECEIVED FOR RECORD

DEC 30 1976

AT 9:00 O'CLOCK A.M.
At Request of
SAFECO TITLE INSURANCE CO.

Book 1976, Page

Recorded in Official Records
of Riverside County, California

Wm. D. Dwyer Recorder

FEES \$ 39-

Recording Requested By:
Safeco Title Insurance Company

When Recorded Return to:
Security Title Insurance Company
13640 Roscoe Boulevard
Panorama City, California 91402
Attention: Mr. Gerald Goldfisher
Vice President

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, ESTABLISHMENT OF ASSOCIATION
AND ESTABLISHMENT OF DEVELOPMENT REVIEW COMMITTEE

This Declaration of Covenants, Conditions and
Restrictions, Establishment of Association and Establishment
of Development Review Committee (hereinafter sometimes
referred to as "Covenants and Restrictions") is made this
December, 1976, by SECURITY TITLE INSURANCE COMPANY, here-
inafter referred to as "Declarant".

WHEREAS, Declarant is the owner as Trustee of real
property situated in the unincorporated area of the County
of Riverside, State of California, more particularly described
as follows:

Parcels 1 through 31, inclusive, of Parcel Map
5018 as shown on Map thereof on file in Book 10,
Pages 19 to 25, inclusive, of Parcel Maps,
Official Records of the County Recorder, Riverside
County, California.

WHEREAS, said real property has been heretofore
subdivided and it is its intent to sell the same and to impose

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thereon mutual and beneficial restrictions under a general plan or scheme for the benefit of all parcels in said tract and the future owners and users of said land;

NOW, THEREFORE, Declarant hereby certifies and declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following provisions, limitations, conditions, restrictions, covenants, easements, and reservations, all of which are declared and agreed to be in furtherance of a plan for the subdivision and sale of said parcels in said tract and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the above described property and every part thereof. These Covenants and Restrictions shall be binding on and for the benefit of each parcel and of Declarant, the Association (hereinafter defined), each owner and each successor thereof and shall run with the said land.

1. Definitions. Unless the context otherwise specifies or requires, the terms defined in this paragraph shall, for all purposes of these Covenants and Restrictions, have the following meanings:

a. Association. The term "Association" shall mean the Rancho Knolls Association, an unincorporated association or its successors.

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b. Association Rules. The term "Association Rules" shall mean the rules from time to time in effect, pursuant to the provision of the By-Laws of the Association.

c. Development. The term "Development" shall mean all of the real property described above.

d. Board. The term "Board" shall mean the Board of Directors of the Association.

e. By-Laws. The term "By-Laws" shall mean the By-Laws of the Association, as such By-Laws may from time to time be amended.

f. Common Area. The term "Common Area" shall mean and include collectively all private roads shown on the said Parcel Map 5018, as well as the easements hereinafter provided to be maintained by the Association.

g. Covenants and Restrictions. The term "Covenants and Restrictions" shall mean the limitations, restrictions, covenants, terms and conditions set forth herein as same may from time to time be amended, supplemented and modified.

h. Development Review Committee. The term "Development Review Committee" shall mean the Committee created pursuant to Paragraph 5.

i. Excavation. The term "Excavation" shall mean any disturbance of the surface of the land (except to the extent reasonably necessary for planting) which

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destroys any vegetation or results in the removal of earth, rock, sand or other substance.

j. Fill. The term "Fill" shall mean any addition of rock or earth materials to the surface of the land which increases the natural elevation of such surface by more than twenty-four (24) inches.

k. Fiscal Year. The term "Fiscal Year" shall mean the year from July 1 through June 30.

l. Improvements. The term "Improvements" shall mean buildings, outbuildings, roads, pools, courts, barns, stables, paddocks, corrals, driveways, parking areas, fences, retaining walls, stairs, decks, landscaping, poles, signs, and any structures of any type or kind.

m. Notice. The term "Notice" shall mean a notice delivered pursuant to Paragraph 11 following.

n. Owner. The term "Owner" shall mean the person or entity holding the beneficial ownership of a lot.

o. Residence. The term "Residence" shall mean the building or buildings, including any garage, carport, or similar outbuildings, used for residential purposes.

p. Road. The term "Road" shall mean any vehicular way designated on a subdivision map as a road, court or street.

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q. Structure. The term "Structure" shall mean anything constructed or erected, the use of which requires location on the ground.

r. Subdivision Map. The term "Subdivision Map" shall mean (a) any final map within the meaning of the provisions of Division 4, Part 2, Chapter 2, of the Business and Professions Code of the State of California, or (b) any final record of survey map within the meaning of the provisions of Division 3, Chapter 15, Article 5, of the Business and Professions Code of the State of California, as such provisions may from time to time be amended.

2. Property to Which Covenants and Restrictions are Applicable. Each and every provision of these Covenants and Restrictions shall be applicable to all property within said Parcels 1 through 31, inclusive.

3. Land Use. The following provisions shall apply to the use of all property subject to these Covenants and Restrictions:

a. General Restrictions Applicable to All Lots. All lots within the Development shall be subject to the following general restrictions:

(1) The Association, or its duly authorized agents, shall have the right at any time, without liability to the Owner, to enter upon any lot for the purpose of (i) maintaining such lot, as provided for in

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Paragraph 7(e) following, (ii) removing any improvement constructed, reconstructed, refinished, altered or maintained upon such lot in violation of these Covenants and Restrictions, (iii) restoring such lot as authorized by these Covenants and Restrictions and (iv) otherwise enforcing these Covenants and Restrictions.

(2) No improvement, excavation, fill or other work which in any way alters any lot from its natural or improved state existing on the date such lot was first conveyed in fee by Declarant to an Owner shall be made or done except upon strict compliance with the provisions hereof.

(3) No more than one family shall occupy any residential lot.

(4) Each lot and all improvements located thereon, shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at Owner's expense.

(5) Vegetation within any lot shall be planted and maintained in such a manner as to prevent or retard shifting or erosion and to encourage the growth in indigenous ground cover.

(6) No noxious or offensive activity shall be carried upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or

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annoyance to other Owners in the enjoyment of their lots or the Common Areas. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively to protect the security of the lot and improvements located thereon, shall be placed or used upon any lot without prior written approval of the Development Review Committee.

(7) Camping on a temporary basis shall be permissible only on lots of ten (10) acres in size, or greater, if allowed under the laws of the County of Riverside and if a permit is granted by the Development Review Committee. Any camping on a lot shall be subject to the limitations of, and shall be in strict accordance with, the permit granted by the Development Review Committee.

(8) Subject to control by the Association Rules, only a reasonable number of generally recognized house pets shall be kept on any lot. Horses shall only be kept on lots of one acre in size, or larger. Cattle ✓ shall only be kept on lots of 10 acres in size or larger. All such animals shall be kept in strict accordance with Association Rules, if any, as to the number of animals per acre, the required improvements and facilities, and such other regulations as shall be adopted from time to time by the Association relating

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to keeping of such animals within the Development. No other animals shall be kept on lots within the Development, except in accordance with rules adopted by the Association.

(9) No signs whatsoever shall be erected or maintained upon any lot, except:

(a) Such signs as may be required by legal proceedings,

(b) Such signs as Declarant may erect or maintain on a lot prior to sale and conveyance,

(c) Residential identification signs of a combined total face area of one-half (1/2) square foot or less for each residence,

(d) During the time of construction of any improvement, job identification signs having a maximum face area of six (6) square feet per sign and of the type usually employed by contractors and subcontractors, and

(e) Not more than one "for sale" or "for rent" sign having a maximum face area of three (3) feet, on each residential lot or condominium, and

(f) Any sign which does not comply with the above, but has been allowed by written permission of the Development Review Committee, provided such signs complies with such permit.

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(10) Except to the extent desired by Declarant to be used in connection with, and during, the development and sale of lots within the Development, no mobile home, truck camper, house trailer, or similar facility shall be placed upon any unimproved lot. No stripped down, wrecked, or junk motor vehicle shall be kept, parked, stored or maintained on any lot. No commercial vehicle bearing commercial insignias or names (except pick-up trucks) shall be parked on any lot except within an enclosed structure or a screened area which prevents such view thereof from adjoining lots, roads, and Common Areas unless such vehicle is temporarily parked for the purpose of serving such lot. The parking and storage of mobile homes, truck campers, house trailers, boats and similar vehicles on lots shall be in accordance with Association Rules in effect from time to time. The parking of vehicles on the roads shall at all times be subject to and in accordance with such rules as shall be adopted from time to time by the Association.

(11) No accessory structures shall be constructed, placed or maintained upon any lot prior to the construction of the main structure except by written permit of the Development Review Committee, but then only subject to the limitations of such permit, provided that this restriction shall not apply to temporary construction shelters or facilities maintained during, and used

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exclusively in connection with, the construction of the main structure. This restriction shall not apply to any structure upon any lot to be used by Declarant or its designee as a sales office or in conjunction with the development or sale of lots by Declarant in the Development.

(12) All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible from neighboring lots, roads, Common Areas. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with Association Rules.

(13) Outside clotheslines or other outside clothes drying or airing facilities shall be maintained in such a manner and in such location as not to be visible from neighboring lots, roads or Common Areas.

(14) No oil or natural-gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any lot and no derrick, structure, pump or equipment designed for use in drilling for or pumping oil or natural gas shall be erected, maintained or permitted on any lot.

(15) No improvement which has been partially or totally destroyed shall be allowed to remain on any lot in such state for more than six (6) months from the date of such destruction.

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(16) No gainful occupation, profession or trade shall be maintained on any lot or in any structure on any lot without the prior approval of the Development Review Committee, except that this provision shall in no way limit or restrict Declarant in its activities prior to the sale of all lots within the Development.

(17) There shall be no hunting or discharge of firearms on any lot.

c. Lots: Construction and Alteration of Improvements: Change in Topography; Approval of Plans. The right of an Owner of a lot to construct, reconstruct, refinish, alter or maintain any improvement of his lot, or to install any utility line (wire or conduit) thereon, or to make any excavation, or to drill any water well, or to cut or remove any trees from his lot, or do any act which would affect the drainage thereof, shall be subject to all of the following:

(1) Any act mentioned in the previous Paragraph c. is absolutely prohibited unless and until the Owner of such lot first obtains the approval thereof from the Development Review Committee, and otherwise complies with all of the provisions of this Paragraph c. The Association may remove any improvement constructed, reconstructed, refinished, altered or maintained in violation hereof and the Owner shall reimburse the Association for all expenses incurred in connection herewith.

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(2) Any Owner proposing to do any of the things mentioned above, shall apply to the Development Review Committee for approval as follows:

(a) The Owner shall submit to the Development Review Committee for approval such plans and specifications for the proposed work as the Development Review Committee shall request, including the following:

(aa) A plot plan of the lot showing (i) buildable space, (ii) contour lines, (iii) the location of all existing and/or proposed improvements, (iv) the proposed drainage plan, (v) the location of all trees and vegetation which the Owner proposes to remove, and (vi) the location of all proposed utility installations, (vii) the design and location of the septic tank and sewage facilities to serve said lot with a certification of a Registered Civil Engineer or other consultant approved by the Riverside County Health Department.

(bb) Floor plans;

(cc) Drawings showing all elevations of structures;

(dd) Description of exterior materials and color, with samples;

(ee) Working drawings and construction specifications of all structures;

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(ff) Description of provisions for replanting trees and vegetation and for stabilizing slopes during and after construction;

(gg) The Owner's proposed construction schedule.

The Development Review Committee may require that any such submission shall be accompanied by a reasonable inspection fee in an amount not to exceed \$100.00.

(b) If at any time the Development Review Committee shall determine that it would be in the best interests of the Development for such Owner to employ an architect or licensed building designer to design any improvement involved in the proposed work, the Development Review Committee shall inform such Owner in writing of its determination, whereupon all plans and specifications designated by the Development Review Committee to be so prepared must be prepared by such an architect or licensed building designer.

(c) The Development Review Committee shall approve the plans, drawings and specifications of any structure submitted to it only if the following conditions have been satisfied:

(aa) The Development Review Committee finds that the plans and specifications of the proposed structure, on the property, conforms to these Covenants and Restrictions; and

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(bb) The Development Review Committee finds that the proposed structure is not aesthetically incompatible with the physical site, the adjoining properties, or the environment of the Development; and

(cc) The Development Review Committee is satisfied that the proposed septic tank or sewage facility will adequately serve said property without creating a health hazard or nuisance to those occupying or using surrounding properties;

(d) Any Application which has been neither approved or rejected within forty-five (45) days from the date of complete submission thereof to the Development Review Committee shall be deemed approved.

(3) Upon receipt of the approval from the Development Review Committee, the Owner shall, as soon as practicable, proceed with the commencement, and completion of the work contemplated by the application, pursuant to the approved plans and specifications. If the Owner shall fail to commence the work within one (1) year from the date of approval, the approval shall be deemed revoked unless upon the written request of the Owner made to the Development Review Committee prior to the expiration of said one (1) year period, and upon a finding, by the Development Review Committee, that there has been no change in circumstances, the time for such commencement is extended in writing by the Development Review Committee. In any event, the Owner shall complete

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the construction of the foundation and all exterior surfaces (including the structure on his lot) within six (6) months after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies or other causes beyond the control of Owner. If the Owner fails to comply with this Paragraph, the Development Review Committee shall notify the Association of such failure, and the Association at its option, shall either complete the exterior of any structure in accordance with the approved plans or remove the structure, and the Owner shall reimburse the Association for all expenses incurred in connection therewith.

(4) Upon the completion of any work for which approval of the Development Review Committee is required under this section, the Owner shall give notice thereof to the Development Review Committee, and within sixty (60) days thereafter the Development Review Committee, or its duly authorized representative, may inspect such work to determine whether it was done in substantial compliance with approved application. If the Development Review Committee finds that such work was not done in substantial compliance with approved application, it shall notify the Owner of such non-compliance within such sixty (60) day period and shall require the Owner to remedy such non-compliance. If upon the expiration of sixty (60) days from the date of such

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notification, the Owner shall have failed to remedy such non-compliance, the Development Review Committee shall notify the Association of such failure, and the Association, at its option, shall have the right to remedy the non-compliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith. If for any reason the Development Review Committee fails to notify the Owner of any non-compliance within sixty (60) days after receipt of said notice of completion thereof from the Owner, the work shall be deemed to be in accordance with said approved application.

d. General Restrictions Applicable to Construction and Alteration of Improvements on Residential Lots. The following general restrictions are applicable to every lot:

(1) No more than one residence shall be constructed on any lot, except that a guest house or servants quarters meeting all requirements of the applicable laws of the County of Riverside in effect from time to time, may be constructed on a residential lot upon obtaining approval of the Development Review Committee.

(2) Every dwelling (except a guest house or servants quarters) constructed on a lot shall contain a minimum of twelve hundred (1200) square feet of fully enclosed floor area to be devoted to living purposes (exclusive of roofed or unroofed porches, terraces, decks, garages, carports and other outbuildings). Said square

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footage limitation is not applicable to any guest house or servants quarters constructed on a lot.

(3) All improvements shall be constructed in accordance with applicable building line and setback provisions of applicable zoning ordinances.

(4) No structure or improvement on any lot shall be constructed, having a height of more than one story; provided, however, that the height of a structure or improvement may exceed one story if permissible by law and if the Development Review Committee determines that the proposed height is compatible with the physical site involved and adjoining properties.

(5) Each lot shall have off the road parking facilities for at least two automobiles.

(6) All above-ground trash, rubbish and garbage receptacles, exterior incinerators, clotheslines and other outside drying or airing facilities, and storage areas, maintenance equipment shall be maintained in such a manner and in such location as not to be visible from neighboring lots, roads and/or Common Areas.

(7) On all lots, all fuel tanks or similar storage facilities shall either be constructed as an integral part of the main structure or shall be installed or constructed underground.

(8) No reflective finishes (other than glass) shall be used on exterior surfaces (other than surfaces of hardwood fixtures).

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(9) There shall be no exterior lighting of any sort either installed or maintained on a lot, the light source of which is visible from neighboring property.

(10) No exterior antenna of any sort shall be installed or maintained on any lot except of a height, size, and type approved by the Development Review Committee.

(11) No outside toilet shall be constructed on any residential lot. All plumbing fixtures, dishwashers, toilets, or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the Owner.

(12) No septic tank system or other sewer facility designed to serve a residential lot shall be constructed on any residential lot unless it has been designed by a Registered Civil Engineer and certified by such engineer or other consultant approved by the Riverside County Health Department as being adequate to serve said lot, and unless it has been approved by the Health Department of the County of Riverside and unless its design and location have been approved of by the Development Review Committee.

(13) No structure shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

(14) All structures constructed on any residential lot shall be constructed with a substantial quantity of

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new materials and no used structure shall be relocated or placed on any such lot.

(15) No Owner of any residential lot, except Declarant, shall build or permit the building thereon, of any structure that is to be used as a model or exhibit unless a permit to do so has been granted by the Development Review Committee and then only subject to the limitations of such permit.

4. Enforcement of Land Use Restrictions. The following persons shall have the right to exercise any remedy in law or in equity for the strict compliance with the foregoing Land Use Restrictions on Lot Areas.

- a. Declarant for a period of ten (10) years from the date of first recordation hereof;
- b. Any Owner of a Lot within the Development; and
- c. The Association.

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In the event that any person or entity brings an action for the enforcement of these Restrictions, such person or entity shall be entitled to reasonable attorney fees if he or its prevails in such action.

5. Development Review Committee.

a. Organization. There shall be a Development Review Committee, organized as follows:

(1) The Committee shall consist of three (3) members. The following persons are hereby designated as the initial members of the Committee:

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Sid Karsh

L. C. Cardoza

James Wilson

Each of said persons shall hold his office until such time as he has resigned, has been removed, or his successor has been appointed.

(2) Except as provided for in Paragraph (3) below, the right to appoint and remove all members of the Committee shall be, and hereby is, reserved to and vested solely in Declarant.

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(3) The right to appoint and remove members of the Committee shall be vested in the Board of Directors of the Association from and after the expiration of the eighteenth month following the date Declarant owns not more than ten percent (10%) of the lots then within the Development. Upon the right to appoint and remove members of the Committee being vested in the Board of Directors of the Association, the appointment and removal of members of the Committee shall be made by the Board of Directors in accordance with the By-Laws of the Association.

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b. Committee Duties. It shall be the duty of the Committee to consider and act upon such proposals or plans from time to time submitted to it pursuant to these Covenants and Restrictions and to adopt Committee rules, and to perform such other duties from time to time delegated to it by these Covenants and Restrictions and by the Association.

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c. Committee: Meetings; Action; Compensation; Expenses. The Committee shall meet from time to time as necessary to perform its duties. The vote or written consent of any two (2) members shall constitute an act by the Committee unless the unanimous decision of its members is otherwise required by these Covenants and Restrictions. The Committee shall shall keep and maintain a record of all action taken by it at such meetings or otherwise. Unless authorized by the Association, the members of the Committee shall not receive any compensation, but all members shall be entitled to reimbursement from the Association for reasonable expenses incurred in the performance of any Committee function. In any event, the Committee shall not be entitled to compensation or reimbursement from the Association so long as said Committee is appointed by Declarant under subparagraph a.(2) above.

d. Committee Rules. The Committee shall by unanimous vote have the exclusive power to adopt, amend and repeal, rules and regulations, to be known as "Development Review Committee Rules," which interpret or implement the provisions of these Covenants and Restrictions insofar as they relate to matters within the jurisdiction of the Committee. A copy of the Committee Rules, as they may from time to time be amended, shall be maintained with the records of the Association and shall be available for inspection by any Owner.

e. Non-waiver. The approval by the Committee of any plans, drawings or specifications for any work done or

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proposed, or in connection with any other matter requiring the approval of the Committee under these Covenants and Restrictions, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter.

f. Variances. The Committee shall have the power to allow reasonable variances to the provisions of paragraph 3 of these Covenants and Restrictions in order to overcome practical difficulties and prevent unnecessary hardships, provided the following conditions are met:

(1) A public hearing on the application for such variance is held by the Committee after giving ten (10) days prior written notice (i) to owners of lots in the Development within a radius of one-half (1/2) mile of the subject lot; and (ii) to the Association; and

(2) The Committee finds that the variance will not be materially detrimental to other lots, condominiums and/or Common Areas in the Development.

g. Estoppel Certificate. Within thirty (30) days after written demand therefor is delivered to the Committee by any Owner and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Association, the Committee shall record an estoppel certificate executed by any two of its members, certifying with respect to any lot and/or condominium of said Owner, that as of the date thereof either (a) all improvements and other work made or done upon

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or within said lot or condominium by the Owner, or otherwise, comply with the Covenants and Restrictions, or (b) such improvements and/or work do not so comply, in which event the certificate shall also (1) identify the non-complying improvements and/or work, and (2) set forth the cause or causes for such non-compliance. Any purchaser from the Owner or mortgagee or other encumbrancer shall be entitled to rely on said certificate with respect to the matter therein set forth, such matters being conclusive as between the Association, Declarant and all Owners and any purchaser, mortgagee or other encumbrancer.

h. Liability. Neither the Committee, nor any member thereof, shall be liable to the Association, or to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any property within the Development, or (d) the execution and filing of an estoppel certificate, whether or not the facts therein are correct; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith.

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6. The Association.

a. Organization.

(1) The Association is an unincorporated association charged with the duties and empowered with the rights set forth herein and in its By-Laws. It was created by its Articles and its affairs shall be governed by its Articles and By-Laws and by these Covenants and Restrictions.

(2) In the event that the Board of Directors determines it advisable, a non-profit membership corporation will be formed and will succeed to all the rights, duties, privileges and obligations of the Association.

b. Membership.

(1) Each Owner shall be a member of the Association.

(2) If more than one person owns a lot, all of said persons shall be deemed one membership.

(3) The rights, duties, privileges and obligations of a member shall be exercised and imposed in accordance with these Covenants and Restrictions, the Articles and By-Laws.

(4) Each member of the Association shall have an equal underlying beneficial interest in all of the Association's property transferred to or for the account or benefit of the Association; provided, however, that there shall be no judicial partition of such property, or any

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part thereof, nor shall any such member acquiring any interest in said property, or any part thereof, seek any such judicial partition and provided further that upon formation by its Board of Directors of a non-profit membership corporation all such right, title and interest shall be vested in such corporation.

c. Voting Rights. Each member of the Association shall be entitled to one vote for each lot owned by such member. Every member entitled to vote at any election of the Board may cumulate his votes and give any candidate a number of votes equal to the number of votes which the member has, multiplied by the number of directors to be elected. The right to vote may not be severed from any such lot and any sale, transfer or conveyance of any such lot to a new Owner, shall operate to transfer the appurtenant vote.

d. Duties of the Association. The Association shall have the duties, subject to these Covenants and Restrictions, to perform every obligation and duty described in its By-Laws, including the following:

- (1) The Association shall accept as members all Owners of lots.

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(2) The Association shall, at the expense of the Owner, provide for the maintenance of any lot, which is not maintained by the Owner in accordance with the requirements of these Covenants and Restrictions.

(3) The Association shall pay all taxes and assessments levied upon any Association Property including any possessory interest tax.

(4) The Association shall obtain and maintain in force the following policies of insurances:

(a) Bodily injury liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence insuring against any and all liability with respect to its operations; and

(b) Property damage liability insurance with a deductible of not more than One Thousand Five Hundred Dollars (\$1,500.00) and a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) per accident.

The above policies of liability insurance shall name as insureds the Declarant, the Association, the Board, the Development Review Committee, and the Owners of all lots in the Development, and their agents, representatives, members and employees. Each policy of insurance obtained by the Association shall expressly waive any and all rights of subrogation against Declarant, its agents, representatives, and employees, and any Owner.

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(5) The Association shall from time to time make, establish, promulgate, amend and repeal Association Rules.

(6) The Association shall exercise its rights to appoint and remove members of the Development Review Committee and to insure that at all reasonable times there is available a duly constituted and appointed Development Review Committee.

(7) The Association shall levy assessments upon all members of the Association in the Development as prescribed by Paragraph 6, following, and take such action as is required under Paragraph 7 following, for the collection thereof.

(8) The Association shall take such actions, whether or not expressly authorized by these Covenants and Restrictions, as may reasonably be necessary to enforce these Covenants and Restrictions, the Association Rules and the Development Review Committee Rules.

(9) The association shall, subject to Section 9b hereof, maintain the Roads shown on said Parcel Map 5018 as well as any other Roads shown on any Parcel Maps hereafter filed which are offered for dedication to the County of Riverside or other applicable government agency.

e. Powers and Authority of the Association.

The Association shall have all of the powers set forth in the

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Articles, including the power to levy and collect assessments from all Owners under Paragraphs 6 and 7 following, to do all lawful things which may be required to be done by the Association under these Covenants and Restrictions and to do all acts which may be necessary for or incidental to the exercise of any express power of the Association or for the peace, health, comfort, safety and/or general welfare of the Owners and members of the Association. Without in any way limiting the generality of the foregoing, the Association shall have the power at any time without liability to any Owner, to enter upon any lot for the purpose of enforcing these Covenants and Restrictions, or for the purpose of maintaining any such lot, and any improvements thereon, if for any reason whatsoever the Owner thereof fails to maintain such lot as required under these Covenants and Restrictions, and for the purpose of removing therefrom any improvement constructed on any lot contrary to the provisions of these Covenants and Restrictions. The Association shall have the power to commence and maintain actions to restrain and enjoin any breach or threatened breach of these Covenants and Restrictions.

f. Liability of Members of Board. No member of the Board shall be personally liable for any error or omission of the Association, its representatives and employees, the Development Review Committee, or the manager provided the action or inaction of the member has been in good faith.

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7. Funds and Assessments of Association.

a. Operating Fund. The Association shall have an operating fund, into which the Association shall deposit all monies paid to it as general assessments and special assessments hereunder; miscellaneous fees; and other income to the Association. The Association shall make all disbursements in performing the functions of the Association from this fund.

b. General Assessment.

(1) Within thirty (30) days prior to the commencement of each fiscal year the Board of Directors of the Association shall estimate the costs and expenses to be incurred by the Association during such fiscal year in performing its functions (including a reasonable provision for contingencies and replacements) and shall subtract from such estimate:

(a) An amount equal to the anticipated balance (exclusive of any reserves for contingencies and replacements) in the operating fund at the start of such fiscal year; and

(b) The estimated receipts for all user charges, miscellaneous fees and other income to be collected by the Association during the next fiscal year.

(2) The net estimate of the amount required by the Association as determined pursuant to Paragraph 1

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above shall be assessed to the Owners lots, subject to these Covenants and Restrictions, as a General Assessment in the following manner:

(a) Each Owner shall be assessed an amount determined by multiplying the said net estimate by a fraction the numerator of which is the number of acres owned by such Owner in the Development and the denominator is the number of acres in the Development other than the private streets.

(b) Assessments shall be levied as of the first day of each fiscal year.

(c) If at any time during any fiscal year, the General Assessment proves to be inadequate, the Association may levy a further General Assessment against said Owners in the amount of such actual or estimated inadequacy, which shall be assessed to the Owners in the manner set forth above.

(d) The General Assessment shall be due and payable on or before the first day of July of each year unless the Association shall designate a different due date.

c. Special Assessment. The Association shall levy a Special Assessment against any Owner described in subparagraph (2) above as a direct result of whose failure to comply with these Covenants and Restrictions, the Association Rules,

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or the Development Review Committee, the Association expended monies from the operating fund in the enforcement of same. Such Special Assessment shall be in the amount so expended, and shall be due and payable to the Association when levied.

8. Assessment Lien and Default in Payment of Assessments.

a. Each assessment under Paragraph 7 shall be a personal obligation of the Owner against whom it is assessed. If the Owner does not pay such assessment when due, the Owner shall be deemed to be in default and the amount of the assessment not paid, plus interest at nine percent (9%) per annum on the unpaid balance, and costs including reasonable attorney's fees incurred in collection, shall become a lien upon the lot of such Owner upon recordation by the Association of a notice of default. Such lien shall be subject and subordinate to the lien of any mortgage or deed of trust upon the lot of such Owner which is made in good faith and for value and is recorded prior to the recordation of such notice of default. The Association shall record such notice of default within sixty (60) days following the due date of such assessment unless said assessment is paid within said sixty (60) day period, and shall commence proceedings to enforce such lien within three (3) years following such recordation. The foregoing remedy shall be in addition to all other remedies provided by law for the enforcement of such assessment obligation.

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b. The Association shall execute and acknowledge a certificate stating the indebtedness, if any, secured by the lien upon any lot or condominium, and such certificate shall be conclusive upon the Association and the Owners, and in favor of all persons who rely thereon in good faith, as the amount of such indebtedness, if any, on the date of the certificate. The Association shall furnish a copy of such certificate to any Owner upon request, at a reasonable fee.

9. Reservation and Grant of Easements.

a. Easements and rights of way are hereby specifically reserved to Declarant, and each Owner, and his respective heirs, executors, administrators and assigns for the erection, construction and maintenance of:

- (1) Private roads shown on said Parcel;
- (2) Pipes, drains, poles, wires and conduits for water, gas, electricity, storm and drainage ditches or sewers, television lines and other public or quasi-public utility services or functions; provided, however, that no such installation shall be located more than six (6) feet from the nearest boundary line of any lot.

b. It is the intention of Declarant that any easement hereby created for streets or roadways shall terminate and said easement shall be conveyed to Riverside County at such time as such streets or roadways are improved to County standards and accepted by said County for dedication and maintenance.

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c. Each grantee of a parcel in said tract agrees for himself, his heirs, assigns or successors in interest to the granting of easements for the use and benefit of the several authorized public and/or other utilities including but not limited to cable television, sanitary sewers, water, gas, telephone, electric and drainage and equestrian purposes, ten (10) feet wide on each side of common lot lines and fifteen (15) feet wide along perimeter lot lines of said Parcel Map. Except, in all cases where lot lines are coincident with road easement centerlines, the reservation shall be equal to one-half (1/2) of the width of the total road easement plus twenty (20) feet.

10. Assignment of Powers. Any and all of the rights and powers vested in Declarant pursuant to these Covenants and Restrictions may be delegated and assigned to the Association, and the Association shall accept the same, effective upon the recording by the Declarant of a notice of such delegation and assignment.

11. Notices; Documents; Delivery. Any notice or any other document permitted or required by these Covenants and Restrictions to be delivered may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: if to the Association or to

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the Development Review Committee, at 621 Lido Park Drive, Apartment C, Newport Beach, California; with a copy to Sid Karsh, P. O. Box 3157, Los Angeles, California 90051; if to an Owner, at the address from time to time given by such Owner to the Association for the purpose of service of such notice, or, if no such address has been so given, then at any lot within the Development owned by the Owner; if to Declarant, at 13640 Roscoe Boulevard, Panorama City, California 91402, with a copy to James Wilson, 621 Lido Park Drive, Apartment C, Newport Beach, California; provided, however, that any such address may be changed from time to time by any Owner, or by Declarant, by notice in writing, delivered to the Association, or by the Association, by notice in writing delivered to all Owners.

12. Enforcement and Waiver.

a. All of the herein provisions, limitations, restrictions, covenants, easements and reservations shall run with the land and be binding on all parties and all parties claiming under them until January 1, 1990, after which time said provisions, limitations, restrictions, covenants, easements and reservations shall be automatically extended for successive periods of 15 years, unless an instrument signed by a majority of the then owners of the parcels have been recorded agreeing to change said provisions, limitations, restrictions, covenants, easements, and reservations in whole or in part.

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b. Declarant shall have the right to enforce any of these Covenants and Restrictions with respect to Owners of any property within the Development; and any Owner of property subject to the Covenants and Restrictions shall have the right to enforce these Covenants and Restrictions.

c. Every act or omission whereby these Covenants and Restrictions are violated is hereby declared to be a nuisance and may be enjoined or abated, provided, however, that any provision to the contrary notwithstanding, only the Association and Declarant may enforce by self-help any provision of these Covenants and Restrictions.

d. Each remedy provided for in these Covenants and Restrictions is cumulative and not exclusive.

e. The failure to enforce any provision of these Covenants and Restrictions shall not constitute a waiver of any right to enforce such provision thereafter or any other provision.

13. Severability; Singular and Plural; Titles.

a. The limitations, restrictions, covenants and conditions of these Covenants and Restrictions shall be deemed independent and severable, and the invalidity of any provision shall not affect the validity or enforceability of any other provision.

b. The singular shall include the plural and the plural the singular unless the context requires the

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contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

c. All titles used in these Covenants and Restrictions, are intended solely for convenience and the same shall not affect that which is set forth in each of these Covenants and Restrictions.

14. Miscellaneous.

a. No breach of any provision herein contained, nor the enforcement hereof, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of the provisions herein contained shall be binding upon and effective against any owner whose title is derived through foreclosure or trustee's sale, or otherwise.

b. No amendment to this Declaration which affects in any way the right of the beneficiary of any such deed of trust, or mortgagee shall either join in the execution of such amendment or approve the same in writing.

c. Each remedy provided for in this Declaration shall be cumulative and not exclusive. This Declaration may be enforced by any Owner, including Declarant, and any legal action taken to enforce the provisions hereof may include an action for damages against any defaulting owner or occupant, or to enjoin any violation of the provisions hereof, or the prosecution of any appropriate legal or equitable action. Any judgment rendered

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in any such action or proceeding shall include attorney's fees, in such amount as the Court may adjudge reasonable, in favor of the prevailing party.

d. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Development Review Committee, and the owners of any parcels in the property subject to this Declaration, and their personal representatives, heirs, successors and assigns.

15. Amendment. Subject to paragraph 14(b) hereof, provided Declarant has conveyed title to all of the parcels in said Tract to bona fide purchasers, the then record owners of not less than seventy-five percent (75%) of the lots in said Tract may at any time amend or annul any or all of the provisions contained in this Declaration, and any supplement or amendment thereto, by instrument in writing, signed and acknowledged by said owners, and recorded in the Office of the County Recorder of Riverside County, California.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

SECURITY TITLE INSURANCE COMPANY,
as Trustee

By Raymond D. Kelly
Title:

NOTARY PUBLIC
COUNTY OF LOS ANGELES
December 27, 1976
before me
Raymond D. Kelly
Vice President, and
known to me to be
Secretary of the corporation that executed the
instrument known to me to be the persons who executed the
instrument and all of the corporations therein named, and
I certify that such corporation executed the within
instrument to its bylaws or a resolution of its board of
directors.

FOR NOTARY SEAL OR STAMP

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RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

THIS SPACE FOR RECORDER'S USE ONLY

RESTRICTIVE COVENANT MODIFICATION
(Racial or Otherwise Unlawfully Restrictive Covenant Modification)

Unlawful Restrictive language review requested by:

- I(We)_____have an ownership or are acquiring interest in the property that is covered by the document described below.
- Title Company, Escrow Company, Real Estate Broker, Real Estate Agent, or other party_____ Individual/Company Name
- Riverside County Recorder

The following referenced document contains a restrictive covenant based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955, of the Government Code or ancestry that violates state and federal fair housing laws, and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of redacting and eliminating that restrictive covenant as shown on page(s)_____of the document recorded on_____ in book_____ and page_____ or instrument number_____ of the official records of the County of Riverside.

Attached hereto is a true, correct, and complete copy of the document referenced above, with the unlawful restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document being modified, pursuant to subdivision (d) of section 12956 of the Government Code.

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Signature of submitting party

Printed name of submitting party

_____ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, hereby states that it has determined that the original document referenced above contains an unlawful restriction modification may be recorded.

Or

_____ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, finds that the original document does not contain an unlawful restriction, or the modification document contains modifications not authorized, and this modification may not be recorded.

County Counsel

By:_____

Date:_____

View Notices



County of Riverside (/)

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RESTRICTIVE COVENANT MODIFICATION

Services (<https://www.rivcoacr.org/Services>) / Recording Services - ALL (<https://www.rivcoacr.org/RecordingServices>) / Record A Document (<https://www.rivcoacr.org/RecordADocument>) / Restrictive Covenant Modification (<https://www.rivcoacr.org/RestrictiveCovenantModification>)

Chat with us



Removal of Unlawful Discriminatory Covenants from Property Documents

RESTRICTIVE COVENANT MODIFICATION

Under current state law, including AB1466 (https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB1466) effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 (http://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&ionNum=12956.2) allows anyone who believes the property is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language redacted. Unlawful restrictions include those restrictions based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955 (https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&ionNum=12955) subdivision (p), ancestry, or genetic information.

To Record a Restrictive Covenant Modification, you must:

- Complete a Restrictive Covenant Modification Form (https://www.rivcoacr.org/media/Forms/Recorder/Recorder_Sample_Documents/Restrictive%20Covenant%20Modification%20-%20ACR608.pdf)
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language Redacted.
- Submit the completed document to the County Recorder. There is no fee to record this document in Riverside County.

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

RESTRICTIVE COVENANT MODIFICATION-AFFORDABLE HOUSING

Under state law, pursuant to AB 721 effective January 1, 2022, the owner of an affordable housing development can request to modify property documents that restricts the number or size of residences that may be built on a property or that restricts the number of persons that may reside on a property to the extent necessary to allow the affordable housing development to proceed as defined in Government Code 12956.2 and Civil Code 714.6

To Record a Restrictive Covenant Modification-Affordable Housing, you must:

- Complete a Restrictive Covenant Modification-Affordable Housing Form ([https://www.rivcoacr.org/media/Forms/Recorder/Recorder_Sample_Documents/ACR%201003-%20Restrictive%20Covenant%20Modification-Affordable%20Housing%2012_14_2021%20\(005\).pdf](https://www.rivcoacr.org/media/Forms/Recorder/Recorder_Sample_Documents/ACR%201003-%20Restrictive%20Covenant%20Modification-Affordable%20Housing%2012_14_2021%20(005).pdf)); this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language Redacted.
- Submit the completed document to the County Recorder. There is a fee to record this document in Riverside County.

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Riverside County Assessor-County Clerk-Recorder



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(<https://www.surveymonkey.com/r/MFDHB2D>)

Helpful Links

Auditor-Controller (<https://www.auditorcontroller.org/>)

Clerk of the Board (<https://www.rivcocob.org/>)

County of Riverside (<https://rivco.org/>)

Property Tax Portal (<http://riversidetaxinfo.com/>)

State of California Board of Equalization (<https://www.boe.ca.gov/>)

Treasurer-Tax Collector (<https://www.countytreasurer.org/>)

Office Hours & Locations (</locations-and-hours>)

Phone: (951) 955-6200 (tel:9519556200)

Live Agents from 8 am - 5 pm, M-F

Website By EvoGov (<https://www.evogov.com/>)