

# NOTICE

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b)(1) of the California Government Code, please take note of the following:

If this document contains any restriction based on 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. The "Restrictive Covenant Modification" form can be obtained from 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.

If this cover page is a copy which has been transmitted to you by facsimile, email or other form of electronic transmission, please note that the notice above appears in the original cover page in 14-point bold face type.

DECLARATION  
CONCERNING RESTRICTIONS AND IMPROVEMENTS

This Declaration is made the 20th day of August, 1956, by Doris J. Henkelman, a married woman, hereinafter called the Declarant.

WITNESSETH:

Whereas, the Declarant is the owner of Lots 1 to 14, inclusive, of Merrilwood Acres, as shown by map on file in Book 32 Page 8 of Maps, Riverside County Records, and

WHEREAS, Declarant, before said property is sold, desires to subject said property to covenant, conditions, provisions, reservations and changes as hereafter set forth for the benefit of said property and of the present and subsequent owners thereof.

NOW, THEREFORE, Declarant does hereby declare and impose for the benefit of the Declarant, her heirs and assigns, and all others hereafter acquire title to said lots and each of them as a general plan for the use, occupancy and improvements on said lots, those provisions, covenants, restrictions, reservations and charges hereinafter set forth.

1. **LAND USE AND THE BUILDING TYPE:** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars. No roofing material will be used except split shakes - at least 3/4 or heavier, unless approved in writing by the Architectural Control Committee.
2. **DWELLING SIZE:** The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1150 square feet.
3. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
4. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently, except that a garage may be built and occupied for a reasonable length of time, during construction of the house. But in any event said time is not to exceed six months.
5. **TERM OF COVENANTS:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
6. **ENFORCEMENT OF COVENANTS:** Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
7. **ARCHITECTURAL CONTROL:** No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by an architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to

any street than the minimum building setback line unless similarly approved. Approval shall be as provided in paragraph 15.

8. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as shown on the recorded plat. In any event, no building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 6 feet from any lot line (interior lot line) and no residence shall be located nearer than 8 feet from any interior lot line. No building shall be located on any interior lot nearer than 5 feet to the rear lot line. Any porches, carports, or steps are included as part of a building. Carports follow the same restrictions as garages. Porches and steps are part of the dwelling.

9. **ANIMALS:** No cows, horses, pigs, sheep, goats or any other like animals will be allowed to be kept on any of these 14 lots. Cats and dogs are permitted (not over 3 of them in all by any one home owner).

10. **TREES:** The owners (or owner) of each lot will be responsible for keeping up all trees on his property - including watering, etc.

11. No garage (nor like building) shall be erected on the premises until the plans have been submitted and approved by the Architectural Committee provided in paragraph 1.

12. No fence or hedge exceeding 4 feet in height shall be erected or permitted to remain between the street and the front setback line, and no fence or hedge exceeding 6 feet in height shall be erected or permitted on the rear and side lines of any lot herein described.

13. No derrick or other structure designed for use in boring, mining, or quarrying for water, oil or natural gas or precious minerals shall be erected, maintained or permitted upon any lot in said tract.

14. **MEMBERSHIP OF ARCHITECTURAL COMMITTEE:** The architectural control committee is composed of:

Mr. L. G. Justus - Hemet California  
 Mrs. M. Henkelman - San Jacinto, California  
 Mr. M. Henkelman - San Jacinto, California.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

15. **PROCEDURE OF ARCHITECTURAL COMMITTEE:** The committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

16. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

17. Breach of any of said covenants and restrictions, or any re-entry by reason of such breach, shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value as to said lots or property, or any part thereof, but such provisions, restriction or covenant shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

Dated this 20th day of August, 1956.

*Doris J. Henkelman*  
Doris J. Henkelman

STATE OF CALIFORNIA }  
COUNTY OF RIVERSIDE } ss

On this 20<sup>th</sup> day of October, 1956, before me, John A. Frost

, a Notary Public in and for said County and State, personally appeared DORIS J. HENKELMAN, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

*John A. Frost*  
Notary Public in and for said  
County and State

My commission expires \_\_\_\_\_

(Seal)

RECEIVED FOR RECORD  
OCT 24 1956  
SECURITY TITLE INSURANCE COMPANY  
JACK A. FROST  
FEE \$ 6.00

73392

160

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Dated this 20th day of August, 1956.

*Doris J. Henkelman*  
Doris J. Henkelman

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss

On this 24 day of October, 1956, before me, Wm. B. Grant

, a Notary Public in and for said County and State, personally appeared DORIS J. HENKELMAN, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

Wm. B. Grant  
Notary Public in and for said  
County and State

My commission expires \_\_\_\_\_

(Seal)

73392

RECEIVED FOR RECORD  
OCT 24 1956  
At the time of record.  
SECURITY TITLE INSURANCE COMPANY  
WILLIAMS 302  
JACK A. ROSE  
O.A.P. 1002  
FEE \$ 2.50

760