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ORANGE COAST TITLE COMPANY

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ORANGE COAST TITLE  
1955 HUNTS LANE, 2<sup>ND</sup> FLOOR  
SAN BERNARDINO, CA 92408**DOC # 2005-0204718**

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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk &amp; Recorder



RV-031405-99

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**DECLARATION OF PROTECTION COVENANTS, RESTRICTIONS, AND CONDITIONS**

(Title of Document)

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# **DECLARATION OF PROTECTION COVENANTS, RESTRICTIONS AND CONDITIONS**

This Declaration, made this 1ST day of MAY, 2004, by Western Land Company, "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of certain tract of land in the County of Riverside, State of California, more particularly described on Exhibit "A" which is hereto attached and by the reference incorporated herein, which property is the property covered by this Declaration and is sometimes hereafter referred to as "said Property;"

NOW THEREFORE:

Declarant declared that (1) it hereby established a General Plan for the protection, maintenance, improvement and development of said property and hereby fixes the covenants, restrictions and conditions subject to which all lots, parcels and portions of said property shall be held, leased, used and conveyed, (11) each covenant, restriction and condition is for the benefit of said property and each portion thereof and each present and future owner thereof and Declarant herein, and shall inure to and pass with said property and each portion thereof and shall apply to and bind the respective successors in interest of the present owner of said property, and (111) that each covenant, restriction or condition imposed upon said land shall be for the benefit of other land hereafter referred to as the dominant tenement. Said covenants, restrictions and conditions are as follows:

## **ARTICLE 1**

### **GENERAL RESTRICTIONS**

#### **Section 1. Single Family Dwelling**

No structure shall be moved onto said property from another location, and all construction on said property shall be new. No mobile homes, manufactured homes, modular or moved-in homes will be permitted.

#### **Section 2. Construction and Occupancy**

No structure upon said property shall be occupied in the course of original construction until it is completed and made to comply with the covenants, restrictions and conditions contained in this Declaration. All work of construction of such structures shall be prosecuted diligently and continuously from the time of

commencement of construction until the same shall be completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, Acts of God, or similar causes beyond the reasonable control of the builder. All weeds and growth shall be abated on properties not occupied.

### Section 3. Maintenance and Repairs

All structures upon said property shall at all times be maintained in good condition and repair and be well and properly painted, including fences if applicable.

### Section 4. Accessory Buildings and Structures.

Accessory structures which may be completed and maintained upon all property shall be stables, garage, swimming pool, with or without dressing room and exclusive of living quarters, any other structures customarily associated with single family private residences. Outdoor lighting shall not be commercial lighting except in indoor arenas, and shall not be placed so as to disturb any neighboring properties.

### Section 5. Corral and Stable Areas

Corral and Stable areas shall be maintained in a clean and sanitary condition at all times and standing surface water, refuse and manure shall not be permitted to accumulate.

### Section 6. Animals, Etc.,

No goats or pigs or other animals or fowl shall be kept: or voluntarily permitted upon said property, but dogs, cats, birds, rabbits and chickens, may be kept as pets if the same are not kept, bred or raised for commercial purposes, or be unreasonable in numbers. Cattle or sheep may be kept as FFA or 4H Projects or for personal meat supply in reasonable numbers. No more than two horses or cattle may be kept on a parcel containing less than 20,000 square feet and no more than one additional horse or cow for each 15,000 square feet above 20,000 square feet may be kept on said parcel.

### Section 7. Outhouses

No privy (other than temporary one during construction of a structure) shall be erected or maintained upon said property. Any lavatory or toilet in existence or used upon said property shall be enclosed within a building permitted in this Declaration, and shall be properly connected with an underground septic tank or other method of disposal which does not cause an offensive odor.

### Section 8. Nuisance

No debris, objects, inoperable vehicles, equipment, commercial trucks or materials of any kind shall be placed or permitted to accumulate on any portion of said property which would render it unsanitary, unsightly, offensive or detrimental to any property in the vicinity therefore to the occupants of any such property in such vicinity. If the property shall not be maintained as required by this Section 8, Declarant may at its election or cause to be performed such work as may be necessary to bring said property to conforming with this Section 8. If the owner of the property upon which the work is performed shall not reimburse Declaration for said work thereof forthwith upon Declarant's demand, Declarant may recover such costs in an action at law against such individual owner.

### Section 9. Horses, Etc

Horses shall be maintained in a corralled area containing at least 300 feet for the first horse, and for each additional horse beyond one, an additional 300 square feet of corral area shall be provided. Said corral and any stable which is provided must be no closer than 35 feet from any dwelling. In addition when the adjacent parcel is undeveloped said stable must be no closer than 25 feet from the common boundary line, undeveloped parcel or riding trail.

### Section 10. Fences

No fences shall be erected that are barbed wire, chain link, or wood construction.

## ARTICLE II

### BUILDING SITES AND FLOOR AREAS

#### Section 1. House Restrictions.

Minimum house livable area 2700 square feet .

All laundry, clothing and household furnishings drying or airing and all garbage and rubbish upon said property shall be contained in a service area or building enclosed or fenced in such a manner that the contents thereof shall not be visible from any adjacent street, road or building site..

#### Section 3. Discretion of Declarant

All action by Declarant authorized in this Declaration shall be within the sole discretion of Declarant.

#### Section 4. Access to Premises

Declarant shall at all reasonable hours have access to any building site and structures building or completed thereon for the purpose of inspection relative to compliance with this declaration.

### ARTICLE III

#### SETBACKS

##### Section 1. Prohibition of Structures in Setback Areas

No building, swimming pool, patio, fences or other structures except driveways and walks shall be placed in whole or in part upon or over any portion of said property which is designated as a setback area, or riding trail.

Recreational Vehicles, Boats, or similar vehicles or trailers shall not be parked in the street, or be allowed to block any setback area or riding trail.

### ARTICLE IV

#### DURATION, ENFORCEMENT AND AMENDMENT

All of the covenants, restrictions and conditions set forth in this Declaration shall continue in full force and effect at all times against said property and the owners thereof until January 1, 2024 and on that date shall automatically be extended for twenty year periods, unless the property owners undertake to terminate these CC&R's at the period of expiration.

##### Section 2. Modification or Termination.

Modification or termination of all or any of the covenants, conditions or restrictions herein may be effected from time to time as to said property or any portion thereof by written instrument duly executed by not less than 100% of the owners of recorded title to the property then covered by this Declaration (as ascertained from the report of the County Recorder of Riverside County) and placed or recorded in the Office of said County Recorder. No modification or termination which does not apply to all of the property then covered by this Declaration shall be effected as to any portion of said property without the written consent of the record owner of such portion.

"Owner of record title" and "record Owners" as the terms are used in this Section 2, shall not include mortgage or trustees or beneficiaries under deed of trust.

##### Section 3. Nuisances and Enforcement of Restrictions.

- (a) Nothing in this Declaration or in any deed which Declarant may use in disposing of said property shall be used to preserve in Declarant any right of reversion for Breach of any provisions hereof, and any such reversionary right is hereby expressly waived.
- (b) Every act or omission whereby any restriction, covenant or condition in this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by Declarant or by the then owner of any lot within said property or of the property described in subsection 3(c) below. Remedies specified in this Declaration shall be deemed cumulative and in addition to any others now or hereafter existing as a matter of law.
- (c) No breach or violation of the covenants, conditions or restrictions herein contained nor the enforcement of any lien or lien hereunder shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value; but all of covenants, conditions and restrictions shall be binding upon and of or against any owner whose title is derived for seizure, trust deed sale or otherwise.

Dated: March 10, 2005 "Declarant"

WESTERN LAND COMPANY

By: Richard L. Shirek

Richard L. Shirek, President Hemet Auto Sales, Inc.,  
A California Corporation



Exhibit **A**

Lots 1 through 16 inclusive, of TRACT 31076 as shown by Map on file in Book 375

Pages 65-69 of Maps, records of Riverside County, California.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of CALIFORNIA

County of RIVERSIDE

On MARCH 10, 2005 before me, MELISSA GOMEZ, NOTARY PUBLIC  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared RICHARD L. SHIREK  
NAME(S) OF SIGNER(S)

☐ 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

Melissa Gomez  
SIGNATURE OF NOTARY

OPTIONAL

**Recorder**  
P.O. Box 751  
Riverside, CA 92502-0751  
(909) 486-7000

<http://riverside.asrelkrec.com>

GARY L. ORSO  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

### NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary : MELISSA GOMEZ

Commission #: 1447361

Place of Execution: RIVERSIDE COUNTY STATE OF CALIFORNIA

Date Commission Expires: OCT 26, 2007

Date: MARCH 14, 2005

Signature:

A handwritten signature in dark ink, appearing to read "Gary L. Orso", is written over a horizontal line. The signature is fluid and cursive.