**“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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RECEIVED FOR RECORD
AUG 24 1972
AT 9:00 O'CLOCK A.M.
At Request of
FIRST AMERICAN TITLE COMPANY
OF RIVERSIDE
Book 1972, Page 113260
Records of Riverside County, California
Fee $

Recording Requested By:

ZIMMER & WHITE, INC.

When Recorded Return to:

ZIMMER & WHITE, INC.
P. O. Box 788
Riverside, California 92502

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

This Declaration of Covenants, Conditions and Restrictions and Establishment of Development Review Committee is made this _____, 1972, by WILLIAM A. WILSON, hereinafter referred to as "Declarant".

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

Parcels 1 through 12, inclusive, as shown by a Parcel Map on file in Book P- 5, Pages 55 and 56, Parcel Maps, Official Records of the County Recorder, Riverside County, California.

WHEREAS, Declarant has subdivided said real property and it is his desire and intent to sell the same and to impose 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.

## ARTICLE I

## DEVELOPMENT REVIEW COMMITTEE

1. There is hereby created a Development Review Committee consisting of three (3) members, the initial membership of which shall be as follows:

WILLIAM A. WILSON
WILLIAM P. LEVIS
KATIE F. GARDNER

Respecting the erection of any and all improvements on said land, or the rebuilding of any destroyed structures or improvements located thereon, no owner shall commence any such construction until the building plans and specifications, and/or landscape plans for such

improvements, have been approved in writing by the Development Review Committee. The Committee, as a condition of giving any such approval, may require that said plans and specifications shall comply with such conditions as the Committee may, in its discretion, impose as to structural features of improvements, type of building materials to be used, and other features and characteristics thereof. Should the Committee fail to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, then such approval shall be deemed to have been given. In the event of the death or resignation of any member of the Committee, the remaining members or member shall have authority to designate a successor. The members of the Committee shall be entitled to no compensation for services rendered pursuant to this Article. At any time, the then legal or equitable owners of the majority of said parcels, provided Declarant has conveyed title to all of said parcels to bonafide purchasers, shall have the 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.

## ARTICLE II

## CONDITIONS OF OWNERSHIP AND OCCUPANCY

1. Said parcels may be used for residential purposes, agricultural purposes or recreational use and shall never be used for purposes of trade or business, provided, however, that nothing herein contained shall be deemed to prevent any professional person maintaining a residence; nor shall anything herein contained prevent the operation of livestock breeding and/or raising operations, including the purchase, sale, boarding, training and caring for livestock of all kind and types with the exception of swine.

2. No buildings shall ever be placed, erected, or permitted

on said premises other than of a type designed for and used as a one-family private residence, together with associated out buildings, not used for human occupancy, such as garages, car ports, barns, stables and storage buildings.

3. No structure erected on any parcel shall be located nearer than 55 feet to any parcel line or nearer to the right-of-way line of any abutting street or drive or to any side property line, as shown on the final map, than required by the County of Riverside.

4. Each owner shall cause all rubbish and trash to be regularly removed from the premises owned by him, and shall not permit the same to accumulate thereon. Trash, garbage, or other waste, shall be kept in sanitary containers, which shall be kept or stored in enclosed trash storage areas not open to the public view. All incinerators and/or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

5. No fences shall be erected or permitted on any parcel other than fences not over six (6) feet high. In no event shall any fence, tree, plant, hedge, shrub or any other structure or device be placed on any parcel or any part thereof if the placing thereon will interfere with the view enjoyed by adjacent parcels in said tract.

6. All bathroom and toilet conveniences and connections shall be built indoors and connected by underground pipes with a private septic tank as may be required by the Riverside County Health Department until general sewer is constructed. The construction of such septic tank shall conform to the standards of the Riverside County Health Department.

7. No part of said tract shall be used for sale, exchange, barter, handling, or storage of any second-hand material, salvage, junk,

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or dismantled property of any kind. Said premises shall at all times be kept in a clean and wholesome condition.

8. No noxious or offensive trade or activity shall be carried on upon any parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to the adjacent property owners, or shall violate any law, ordinance or governmental regulation.

9. The construction of all buildings upon any parcel in said tract shall proceed diligently and continuously after commencement until completion, and building construction, after commencement, shall not be abandoned until completion. Cessation of labor upon any building upon any parcel for a period of 90 consecutive days, including Sundays and holidays, after construction of the building has commenced, shall be conclusive evidence of the abandonment of construction of the building. Interior finish work of a non-structural nature is exempt from the provisions of this paragraph.

10. No signs of any character shall be erected, posted, or displayed upon or about any parcel of said tract, except "For Sale" and"For Rent" signs, having a surface area not to exceed 10 square feet except signs indicating the property owner's name or the ranch name.

ARTICLE III

RESERVATION AND GRANT OF EASEMENTS

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

(a) Private roads shown on said map;

(b) 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 function: provided, however, that no such

installation shall be located more than six (6) feet from the nearest boundary line of any lot.

2. 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.

3. 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.

ARTICLE IV

TERM OF DECLARATION

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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## ARTICLE V

## MISCELLANEOUS PROVISIONS

1. 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.

2. 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.

3. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity of any provision hereof shall not invalidate the others.

4. Each remedy provided for in this Declaration shall be cumulative and not exclusive. This Declaration may be enforced by any owner, owners or owner's successors, including Declarant, and any legal action taken to enforce the provisons 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 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.

5. 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.

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ARTICLE VI

AMENDMENT

Subject to paragraph 2 of Article V, 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 on the day and year first above written.

William A. Wilson
WILLIAM A. WILSON

STATE OF CALIFORNIA )
) ss
County of Riverside )

On this _____ day of _____, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared WILLIAM A. WILSON, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State

OFFICIAL SEAL
Norma F. Dempsey
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE
LOS ANGELES
My Commission Expires

-77-

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:_____

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**ASSESSOR-COUNTY CLERK-RECORDER (/)**

(/) https://www.facebook.com/riversideacr)

https://www.youtube.com/channel/UC1mFEtE-t1F2dz1Lme0jW9w)

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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 CONVENANT MODIFICATON**

Under current state law, including AB1466 (https://leginfo.legislature.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.legislature.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.legislature.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); 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/)