

WHEN RECORDED MAIL TO:

Housing Authority Secretary
Housing Authority of the City of Riverside
City Hall, 3900 Main Street
Riverside, California 92522

Project: Genesis House
3772 Taft Street
Riverside, CA 92503
APN: 234-101-026

2016-0210630

05/24/2016 11:17 AM Fee: \$ 0.00
Page 1 of 9

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



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AGREEMENT AND COVENANTS, CONDITIONS, AND RESTRICTIONS AFFECTING
REAL PROPERTY INCLUDING INCOME RESTRICTION

(AFFORDABLE HOUSING REHABILITATION AGREEMENT)

THIS AGREEMENT AND COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING REAL PROPERTY INCLUDING INCOME RESTRICTION ("CCR'S") is made and entered into this 12th day of May, 2016 ("Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF RIVERSIDE ("Authority") and LUTHERAN SOCIAL SERVICES ("Owner"), with reference to the following facts:

RECITALS

WHEREAS, Owner is the fee owner of the real property (the "Property") situated in the City of Riverside, County of Riverside, State of California, described and depicted on the attached Exhibit "A".

WHEREAS, the Property, known as 3772 Taft Street, Riverside, California, is in the Medium Density Residential Zone and is developed with an eight (8) unit apartment building.

WHEREAS, the Authority intends to provide funding in an amount not to exceed Twenty-Four Thousand Nine Hundred Ninety Nine Dollars (\$24,999) to Owner to be used for the rehabilitation and improvement of the Property and specifically one (1) rental unit that will be dedicated to a very low income household ("Rental Unit").

WHEREAS, the Authority and Owner have agreed to impose certain continuing obligations related to and on the Property and the Rental Unit.

WHEREAS, the Owner agrees that: (1) One unit at the Property will be dedicated to a very low income (50% of area median income) household for a minimum of fifty-five (55) years, (2) Owner will participate in the City's multi-housing crime free program; and (3) Owner will

C/A-1339

complete and return an annual income and rental certification regarding the very low income tenant.

WHEREAS, the Authority has an interest in insuring that very low income dwelling units in the City of Riverside are properly maintained and rehabilitated.

NOW, THEREFORE, in consideration of the promises contained below and other good and sufficient consideration, the receipt of which is hereby acknowledged, Authority and Owner agree that the Property against which these covenants, conditions and restrictions are recorded shall be held, sold and conveyed subject to the following covenants, conditions and restrictions.

1. Housing Authority of the City of Riverside Supports Affordable Housing. The Housing Authority supports Affordable Housing for very low residents within the City of Riverside.

2. Affordability Restrictions. Owner covenants and agrees that the residents occupying the Rental Unit on the Property are persons or families of very low income, whose income does not exceed fifty percent (50%) of the Riverside County Median Income. The Riverside County Median Income shall mean the median income for a family of four (4) residing in Riverside County.

3. Term. The covenants, conditions and restrictions contained in this Agreement shall be effective for a period of fifty-five (55) years following the Effective Date.

4. Disclosure Requirements. Prior to the execution of a purchase and sale agreement between the Owners and any subsequent purchaser of the Property, and prior to the execution of a purchase and sale agreement between any subsequent owner of the Property and any subsequent purchasers, the Owners or subsequent owners (as may be applicable) shall disclose, in writing, to each purchaser the fact that the property has been improved by funding from the Authority and that the requirements stated in this Agreement will remain in effect for the term described in Section 3.

5. Monitoring by the Authority. The Owner and each subsequent purchaser, transferee or owner of the Property shall be required to provide the Authority with the following information:

- (i) whether there was a change in ownership of the dwelling unit from the prior year; and
- (ii) if there was a change in ownership, the income and family size of the new owners; and

On or about June 30th, of each calendar year, the Authority will mail a form to the record owner of the Property requesting this information. The Owner(s) of the Property shall complete the form and return it to the Authority within thirty (30) calendar days after receipt of the request from the Authority.

6. Maintenance of Property.

(a) The Owners agree for itself, its successors and assigns that they shall maintain the Property, Rental Unit, improvements, landscaping and fixtures in good repair and shall keep the Property free from any accumulation of debris or waste materials, consistent with the customary practice and so as not to create a nuisance or violate any provision of the City of Riverside Municipal Code.

(b) All exterior painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking and defacing marks. Any such defacing marks shall be cleaned or removed within the time as set forth in subparagraph (d) below.

(c) The Owners shall at all times maintain the front exterior, visible side exteriors and yard in a clean, safe and presentable manner, free from defacing marks or any disrepair. The Owners shall maintain and/or repair the front exterior or rear or visible side yard and exterior of the dwelling unit.

(d) All graffiti and defacement of any type, including marks, words and pictures, must be removed and any necessary painting or repair completed within one (1) week of their creation or within one (1) week after notice to Owners.

(e) All driveways must be paved and maintained with impervious material in accordance with the City of Riverside Municipal Code.

6. Binding on the Successors in Interest. The Owner(s) hereby covenant and agree that their heirs, successors and assigns, and every successor in interest to the Property, or any part thereof, shall comply with each and every term, covenant, condition and restriction contained in this Agreement. The covenants, conditions and restrictions of the Agreement shall run with the land, any other provision of law notwithstanding, and shall be enforceable by the Authority in an action for specific performance against the Owner(s) and their successors in interest. Should the Authority bring an action to enforce the terms of this Covenant, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, and reasonable costs of suit.

7. Remedies for Breach. Upon breach of any of the covenants, conditions or restrictions set forth in this Agreement, the Authority may exercise any and all remedies available to it at law or equity. These remedies include, without limitation, any action for injunctive relief or specific performance.

8. Housing Authority as Beneficiary. The Housing Authority is the beneficiary of the terms and provisions of these CCR's running with the land, both for and in its own right, and for the purposes of protecting the interests of the community and other parties, public or private, for whose benefit these CCR's running with the land have been provided. These CCR's shall run in favor of the Housing Authority without regard to whether the Housing Authority has been, remains, or is an

owner or has any interest in the Property or in any other parcel in the Housing Authority. The Housing Authority shall have the right, but not the obligation, to exercise all rights and remedies and to maintain any actions at law or in equity or any other proceedings to enforce these CCR's.

9. Nondiscrimination. There shall be no discrimination against or segregation of any person, or any group of persons, on account of race, color, religion creed, national origin, ancestry, physical handicap, age, marital status, sex or sexual orientation, in the sale, transfer, use occupancy or enjoyment of the restricted unit on the Property; nor shall the Owner or any person claiming under or through the Owner establish or permit any such practice or practices of discrimination or segregation with reference to the restricted unit on the Property.

10. Nonwaiver. The failure of Authority to enforce any one or more of the covenants, conditions or restrictions contained in this Agreement on any one or more occasions shall not constitute a waiver of the Authority's right to enforce the covenants, conditions and restrictions in the future.

11. Noncompliance. In the event of noncompliance with any provision under these CCR's, the Housing Authority may take any and all enforcement actions provided for by any provision of the City of Riverside Municipal Code or exercise any other remedy under the law to which the Housing Authority may be entitled. Should the Housing Authority bring an action to enforce the terms of these CCR's, the prevailing party shall be entitled to costs of suit, including reasonable attorneys' fees.

12. Deemed Consent. Any person who now or hereafter owns or acquires any right, title or interest in or to the Property shall be deemed to have consented and agreed to every covenant, condition and restriction contained herein whether or not any reference to these CCR's is contained in the instrument by which such person acquired an interest in the Property.

13. Counterparts. These CCR's may be executed in two (2) or more identical counterparts. If so executed, each of such counterparts shall, collectively, constitute one original CCR's. In making proof of these CCR's, it shall not be necessary to produce or account for more than one such counterpart.

14. Entire Agreement. This document contains the entire Agreement between the Authority and the Owner with respect to those matters contained herein. This Agreement may be modified only by a writing duly subscribed by both the Authority and the Owner. Notwithstanding the foregoing, the parties acknowledge that additional covenants, conditions and restrictions may be recorded against the Property in the future. In the event of a conflict or inconsistency between the provisions of this Agreement and such future covenants, conditions or restrictions, the document providing the greater measure of control, greater length of time, or more stringent requirement shall govern and supersede the other document to the extent of such conflict or inconsistency. Other than with respect to a conflict or inconsistency, the provisions of this Agreement and the provisions of any future covenants, conditions and restrictions shall be interpreted and enforced to give effect to the requirements of both documents.

11. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Owner each represent and warrant that they have the legal power, right and actual authority to bind Owner to the terms and conditions hereof and thereof.

IN WITNESS WHEREOF, Owner has caused this Agreement and Covenants, Conditions and Restrictions affecting Real Property including Income Restriction to be executed as of the day and year first written above.

HOUSING AUTHORITY OF
THE CITY OF RIVERSIDE



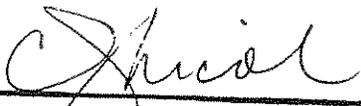
Emilio Ramirez
Community Development Deputy Director

OWNER
LUTHERAN SOCIAL SERVICES
OF SOUTHERN CALIFORNIA,
a California corporation



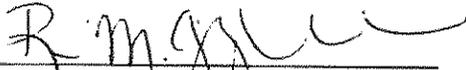
Ellen Waield
Executive Vice President

Attest:

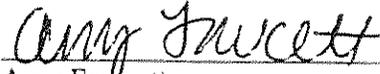


City Clerk

APPROVED AS TO FORM:



Rina M. Gonzales
Deputy City Attorney



Amy Fawcett
Vice President of Finance

ACKNOWLEDGMENT

State of California
County of Riverside)

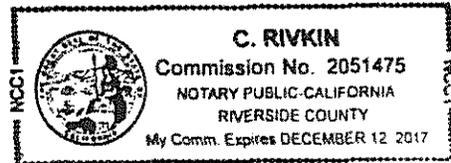
On March 31st, 2015, before me, C. Rivkin, notary, a

notary public, personally appeared Ellen Waid, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 (SEAL)
Signature



ACKNOWLEDGMENT

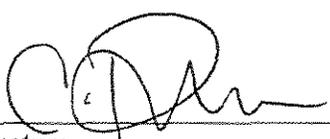
State of California
County of Riverside

On March 31st, 2015, before me, C. Rivkin, notary, a

notary public, personally appeared Amy Fawcett, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 (SEAL)
Signature

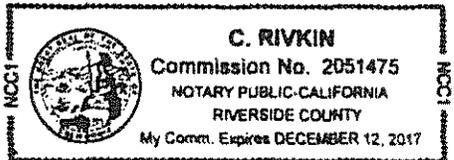


EXHIBIT "A"

LEGAL DESCRIPTION

APN 234-101-026

That certain real property located in the City of Riverside, Riverside County, State of California, described as follows:

Lot 46 of Taft Tract, as shown by map on file in Book 7, Page 15 of Maps, records of Riverside County, California.

DESCRIPTION APPROVAL:

BY: K. Stuart 8/20/2014
DATE

FOR: CURTIS C. STEPHENS, L.S. 7519
CITY SURVEYOR

Physical Address:
3772 Taft Street
Riverside, CA 92503

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On May 12, 2016 before me, Angela Ferreira, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Emilio Ramirez
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Angela Ferreira
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: 3772 Taft Co's Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer -- Title(s): _____ Corporate Officer -- Title(s): _____
 Partner -- Limited General Partner -- Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

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