

cc: Ray [unclear]; Mark Brown  
cc: Pwatten; Mark Brown

06/16/2009

OFFICIAL BUSINESS  
Exempt from Recording Fees  
Pursuant to Government Code § 6103

When Recorded Mail to:

Development Department  
City of Riverside  
Attn: Housing Manager  
3900 Main Street, 5th Floor  
Riverside, California 92522

Project: HOME Housing Rehabilitation  
Grant Program  
APN: 151-213-005

DOC # 2009-0305753

06/16/2009 08:00A Fee:NC

Page 1 of 12

Recorded in Official Records

County of Riverside

Larry W Ward

Assessor, County Clerk & Recorder



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Space above this line reserved for recorder's use

AGREEMENT AND COVENANTS, CONDITIONS  
AND RESTRICTIONS AFFECTING REAL PROPERTY  
INCLUDING OWNER - OCCUPANCY RESTRICTION

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THIS AGREEMENT AND COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING REAL PROPERTY INCLUDING OWNER - OCCUPANCY RESTRICTION ("Agreement") is entered into this 3rd day of ~~May~~<sup>June</sup>, 2009 (the "effective date") by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") and Gloria Dean Hopper, as a widow ("Owners"), with reference to the following facts:

RECITALS

WHEREAS, the City is a California municipal corporation which has received funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the federal government's HOME Program, 42 U.S.C. 12701, et seq. ("HOME Program"), to be used for the purposes of this Agreement in accordance with the HOME Regulations; and

WHEREAS, the City has approved and implemented a Housing Rehabilitation Grant Program ("Grant Program") for the purpose of providing financial assistance to very low and low income families located within the City of Riverside city limits; and

WHEREAS, the Grant Program will be funded with money from the City's low income housing funds as described in HOME Program, 42 U.S.C. 12701, et seq. ("Fund"); and

WHEREAS, the Grant Program is consistent with the City's General Plan and is consistent with the intent of HOME Investment Partnerships Program Final Rule 24 CFR Part 92 as set forth in § 92.205, et sequitur; and

WHEREAS, the Owners are the owners of the certain real property known as 5517 Kent Avenue, Riverside, California 92503 (the "Property"), which is described on Exhibit A attached hereto and incorporated herein by reference, which will benefit from the Grant Program; and

WHEREAS, the City requires the recordation of covenants, conditions and restrictions on owner-occupied single family housing that is rehabilitated with money from the Fund; and

WHEREAS, the City and the Owners have agreed to impose certain continuing obligations related to and on the Property; and

WHEREAS, the Owners agree to remain an owner-occupant for a period of six (6) years following the date on which the Owners receive a grant in the amount of Five Thousand Dollars (\$5,000.00) for elimination of code issues and home improvements ("Grant Amount"); and

WHEREAS, the City has an interest in insuring that owner-occupied single family housing in the City of Riverside is properly maintained and that the City of Riverside remains attractive.

NOW, THEREFORE, in consideration of the promises contained below and other good and sufficient consideration, the receipt of which is hereby acknowledged, the City and the Owners 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. City of Riverside Supports Affordable Housing. The City supports Affordable Housing for very low and low income families residing within the City of Riverside as set forth in regulations published by HUD in the HOME Investment Partnerships Program Final Rule 24 CFR Part 92 as set forth in § 92.205.

2. Definitions. For purposes of this Agreement, the following definitions shall apply:

(a) Low income family. A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median income for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

(b) Very low income family. A family whose annual income does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

(c) Single family housing. This term shall mean a one- to four- family residence, condominium unit, cooperative unit, combination of manufactured housing and lot, or manufactured housing lot.



3. Term. The terms, covenants, conditions and restrictions contained in this Agreement shall be effective for a period of six (6) 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 owners 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 the Housing Rehabilitation Grant Program and that the requirements stated in this Agreement will remain in effect for the term described in Section 3.

5. Owner - Occupancy: Six (6) Years. Owners hereby agree that Owners will occupy the Property as Owner's primary residence for a period of six (6) years following the date on which Owners receive a grant hereunder. Owners attempt to rent or actual rental of the Property for any purpose during the six (6) year period of restriction shall be a material breach of this Agreement and shall entitle City to exercise all available legal and equitable remedies.

It is expressly understood, acknowledged, and covenanted by the Owners for itself and its successors, assigns, and grantees, that the Property or any part thereof shall only be used and maintained for owner-occupied single family residence. Therefore, the Owners, its successors, assigns, or grantees, shall not rent, lease, or sublease the Property (including any improvement or fixture thereto) or any part thereof, or otherwise transfer or attempt to transfer a tenancy or leasehold interest in the Property (including any improvement or fixture thereto) or any part thereof.

City and Owners acknowledge that this owner-occupancy covenant is a condition to and consideration for the Grant Amount provided to Owners. In administering the Housing Rehabilitation Grant Program, City is implementing the objective of increasing the ratio of decent, safe and sanitary owner-occupied single family residences to rental property throughout the City. In furtherance of this public use and purpose, Owners for itself and its successors, assigns, and grantees, also agrees not to rent, lease, license or otherwise permit a non-owner of the Property to take possession and control thereof. Owners, for itself, and its successors, assigns, and grantees, agrees and consents that this owner-occupancy restriction may be enforced by the City through specific performance. As an additional alternative, in the event of a material breach by the failure to use and maintain the Property as an owner-occupied single family residence, City may demand the immediate repayment of the Grant Amount from Owners and Owners shall be required to provide City with the Grant Amount within fifteen (15) days of said demand.

6. Monitoring by the City. On or about July 1st, of each calendar year, the City will mail a form to the record owner of the Property requesting verification regarding compliance with the owner occupancy requirement set forth in Section 5. The Owners of the Property shall complete the form and return it to the City within thirty (30) calendar days after receipt of the request from the City.

7. Binding on the Successors in Interest. The Owners 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 this Agreement shall run with the land, any other provision of law notwithstanding, and shall be enforceable by the City in an action for specific performance against the Owners and their successors in interest.

8. Maintenance of Property.

(a) The Owners and all subsequent grantees, transferees, owners, lessees and tenants of the Property shall maintain the Property, dwelling 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) Driveways. All driveways must be paved and maintained with impervious material in accordance with the City Municipal Code.

(f) Fencing. All fencing on the Property must comply with the City Municipal Code.

(g) Prohibition re Vehicles. Off-street parking spaces and areas of the Property may not be used for the sale, display or repair of motor vehicles, motorized or nonmotorized recreational vehicles.

9. Insurance. Owners shall maintain, during the term of this Agreement, an all risk property insurance policy insuring the Property in an amount equal to or exceeding the Grant Amount on the Property. The policy shall name the City as loss payee and shall contain a statement of obligation on behalf of the carrier to notify the City of any material change, cancellation or termination of coverage at least thirty (30) days in advance of the effective date of such material change, cancellation or termination. Owners shall transmit a copy of the certificate of insurance and loss payee endorsement to the City within thirty (30) days of the effective date of this Agreement, and Owners shall annually transmit to City a copy of the certificate of insurance and a loss payee endorsement, signed by an authorized agent of the insurance carrier setting forth the general provisions of coverage. The copy of the certificate of insurance and loss payee endorsement shall be transmitted to City in accordance with the provisions of Section 21. Any



certificate of insurance must be in the types, limits, forms and ratings required by the City's Risk Manager or City Attorney, or a designee.

10. Remedies for Breach. Upon breach of any of the covenants, conditions or restrictions set forth in this Agreement, the City may exercise any and all remedies available to it at law or equity. These remedies include, without limitation, an action for injunctive relief or specific performance. In the event of a breach of the covenant regarding maintenance of the Property, as set forth in Section 8 of this Agreement, the City Manager for the City of Riverside, or his or her designee, shall give written notice to the Property Owners (as listed on the last equalized tax assessment roll) describing the conditions constituting the breach, demanding that such conditions be corrected, and notifying the Owners of the City's intention to enter upon the Property to correct such conditions. At any time within fifteen (15) calendar days following the giving of the notice described in the previous sentence, the Owners may request, in writing, a hearing to determine whether the conditions of the Property or the dwelling unit constitute a breach of Section 8 of this Agreement. This hearing shall be held within thirty (30) calendar days following the City's receipt of written request from the Owners and shall be held before the City Manager, or his or her designee. At this hearing, the Owners shall be allowed to introduce evidence in support of his or her position and shall have the right to question those witnesses and evidence against him or her. A transcript or electronic recording of the hearing may be made. At the end of this hearing, the City Manager, or his or her designee, shall make a finding, based upon substantial evidence in the record of the hearing, as to whether the conditions of the dwelling unit or Property constitute a breach of the terms of Section 8 of this Agreement. The decision of the City Manager shall be final and there shall be no right of appeal to the City Council.

If the City Manager or his or her designee finds that the conditions of the dwelling unit or the Property constitute a breach of Section 8 of this Agreement, then the City shall so notify the Owners in writing and the Owners shall have five (5) calendar days following this written notice to correct or abate such breach. If the conditions are not corrected to the reasonable satisfaction of the City Manager, then the City, its employees or its agents may enter upon the Property to remedy and abate the conditions creating the breach. The City shall be entitled to recover its costs of remedying the conditions creating the breach, including, without limitation, administrative, overhead, and engineering costs. Such costs shall become a lien upon the Property pursuant to Civil Code § 2881, immediately due and payable, and the City may collect such costs through the appropriate civil proceedings.

The provisions of this Section 10 are supplemental to all other legal rights and remedies available to the City. Nothing in this Agreement shall modify, limit or circumscribe any other rights, remedies and powers available to the City, including, but not limited to, City's right to at any time withhold the balance of any Grant amount if Owners work is found to be substantially out of compliance with the purpose or requirements of this grant by the City Manager of the City of Riverside.

11. Affordability Restrictions. Owners covenant and agree that the residents within the Property are persons or families of very low or low income, whose income does not exceed eighty percent (80%) 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.



12. 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 Property or the dwelling unit; nor shall the Owners or any persons claiming under or through the Owners establish or permit any such practice or practices of discrimination or segregation with reference to the Property or the dwelling unit.

13. City as Beneficiary. The City is the beneficiary of the terms and provisions of this Agreement and the covenants, conditions and restrictions 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 this Agreement and the covenants, conditions and restrictions running with the land have been provided. This Agreement and the covenants shall run in favor of the City without regard to whether the City has been, remains, or is an owner or has any interest in the Property or in any other parcel in the City. The City 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 the covenants, conditions and restrictions contained in this Agreement.

14. Nonwaiver. The failure of City 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 City's right to enforce the covenants, conditions and restrictions in the future.

15. Entire Agreement. This document contains the entire Agreement between the City and the Owners with respect to those matters contained herein. This Agreement may be modified only by a writing duly subscribed by both the City and the Owners. 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 and 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.

16. Attorney's Fees. In the event that the City or Owners, or any successor in interest of the Owners, brings an action or begins any other proceeding to contest the validity of this Agreement or to enforce any of the covenants, conditions or restrictions in this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the other party its reasonable costs and expenses associated with such action or proceeding. These costs and expenses shall include, but shall not be limited to, the costs of arbitration, reasonable attorneys fees, expenses associated with the action or proceeding, and the costs of all administrative proceedings and hearings. If payable by the Owners or their successors in interest, such costs and expenses shall become a lien upon the Property pursuant to Civil Code § 2881, et seq., immediately due and payable, and that lien may be enforced by the City through the appropriate civil proceedings.



17. Interpretation. The Section headings used in this Agreement are for the purposes of convenience only and shall not in any way limit, alter or amend the express terms of each Section. Words used in the singular will include the plural and visa versa.

18. Severability. If any term, provision, or section of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the City and the Owners agree that invalid portion or section may be severed from the remainder of this Agreement and the remainder of the Agreement may be enforced in its entirety.

19. Nuisance. The result of every act or omission whereby the covenants contained in this Agreement are violated in whole or in part is hereby declared to be and constitutes a nuisance. Every remedy allowable at law or equity, against a nuisance, either public or private, shall be applicable against every such result and may be exercised by the City without derogation of the City's rights under law.

20. Covenant Against Partition. The Owners hereby covenant for themselves and for their heirs, representatives, successors and assigns, that it will not institute legal proceedings or otherwise seek to effect partition of their right and interest in the Property or the burdens running with the land as a result of this Agreement.

21. Notices. All notices required to be given by this agreement shall be in writing and shall be personally delivered or mailed by first class registered or certified mail. All notices given by mail shall be deemed delivered seventy-two (72) hours after the date and time of deposit, as shown on a receipt issued by the United States Postal Service. All notices to the Owners shall be addressed to the Property. All notices to the City shall be addressed to City of Riverside, 3900 Main Street, Riverside, California 92522. Owners address shall be the Property address for notices and may be changed only by written notice given in accordance with the terms of this provision.

22. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Agreement shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

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

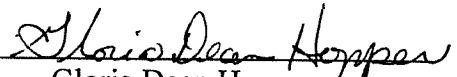
(Signatures on following page)



CITY OF RIVERSIDE,  
a California charter city and municipal  
corporation

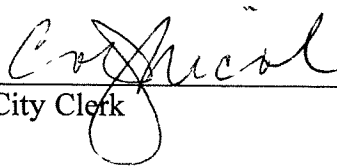
OWNER(S):  
Gloria Dean Hopper

By:   
Development Director

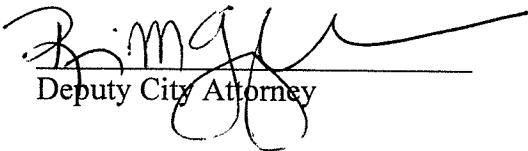
By:   
Gloria Dean Hopper

By: \_\_\_\_\_

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
Deputy City Attorney

TEMPLATES 14  
HOME - Housing Rehab Agr Occupancy Restrict  
[00014941]  
(Rev 10/24/08)





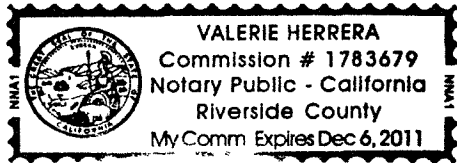
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

On June 3, 2009 before me, Valerie Herrera, Notary Public

personally appeared Colleen J. Nicol



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 Valerie Herrera  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

**Description of Attached Document**

Title or Type of Document \_\_\_\_\_

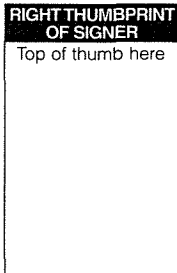
Document Date \_\_\_\_\_ Number of Pages \_\_\_\_\_

Signer(s) Other Than Named Above \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

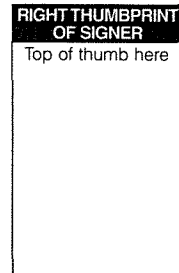
- Individual
- Corporate Officer — Title(s) \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other \_\_\_\_\_



Signer Is Representing \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s) \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other \_\_\_\_\_



Signer Is Representing \_\_\_\_\_



# ACKNOWLEDGMENT

State of California  
County of Riverside)

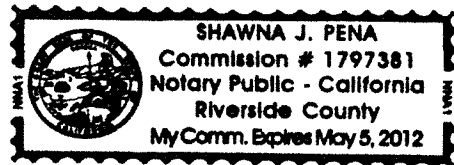
On May 18, 2009 before me, Shawna Pena, Notary Public  
(insert name and title of the officer)

personally appeared Deanna Marie Lorson,  
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 Shawna Peña (Seal)



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

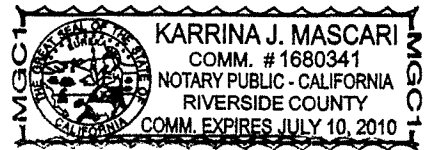
On May 8, 2009 before me, Karrina J Mascari, Notary Public,  
(Here insert name and title of the officer)

personally appeared Gloria Dean Hopper

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.



Karrina J. Mascari, Notary Public  
Signature of Notary Public (Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)
- Print the name(s) of document signer(s) who personally appear at the time of notarization
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, -is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form
- Signature of the notary public must match the signature on file with the office of the county clerk
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document
  - ❖ Indicate title or type of attached document, number of pages and date
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

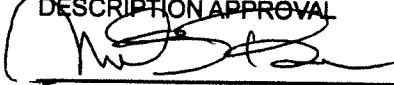
- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_



**Exhibit A**  
**5517 Kent Avenue**  
**Riverside, CA 92503**  
**APN: 151-213-005**

All that certain real property situated in the County of Riverside, State of California, described as follows:

Lot 217 of SIERRA FOOTHILL TRACT No. 3 in Book 26 page 77 Records of Riverside County, California.

DESCRIPTION APPROVAL  
  
MARK S BROWN CITY SURVEYOR  
DATE 5/14/09



2009-0305753  
06/16/2009 08:00AM  
12 of 12

C/A 1076