

DOC # 2011-0198902

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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO:

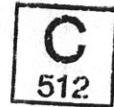
City Clerk  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, CA 92522

Project: 3521-3557 Main Street  
APN: 213-182-008 & -009

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For Recorder's Office Use Only

AGREEMENT AND DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS



(DUTY TO MAINTAIN EXTERIOR PROPERTY APPEARANCE)

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 18th day of April, 2011, by the Raincross Square Building LLC, a property owner ("Declarant") and the Redevelopment Agency of the City of Riverside, a public body corporate and politic ("Agency"), with reference to the following facts:

A. Declarant is the fee owner of the real property in the City of Riverside, County of Riverside, State of California, located at 3521-3557 Main Street, Assessor's Parcel Numbers 213-182-008 and -009 and legally described in Exhibit "A" attached hereto (the "Property").

B. Agency has paid Declarant the sum of Twenty Three Thousand and Four Dollars (\$23,004) for the improvement of the storefront, including new awnings and painting, in exchange for this Agreement and Declaration of Covenants, Conditions and Restrictions ("Covenant").

C. In order to maintain and enhance the appearance of commercial properties within the Merged Downtown/Airport Industrial and Hunter/Park Northside Redevelopment Project Area, and in particular, the Property, the Agency and Declarant desire to execute and record this Covenant which places certain restrictions on the exterior property to ensure its continued appearance.

NOW, THEREFORE, Declarant hereby covenants and agrees with the Agency that the Property is, and shall hereafter be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, improved, used and occupied subject to the following declarations, limitations, covenants, conditions, and restrictions for any portion of the Property:

C/A 1144

1. Standard of Maintenance.

Declarant shall maintain the Property in "Good Repair." "Good Repair" shall mean in a clean, neat, orderly and safe condition in which the maintenance is not deferred and the overall appearance is of the highest quality, consistent and compatible with the highest standards of the City of Riverside business community, and shall include, but not be limited to, components that are visible from the public right-of-way. Declarant shall therefore, at its sole cost and expense, maintain in Good Repair the following items:

- (a) All improvements on the Property including, but not limited to, structures, fences, walls, cornices, gutters, downspouts, porches, steps, landings, fire escapes, exterior stairs, windows, shutters, doors, storefronts, signs, marquees and awnings.
- (b) All Painted surfaces shall maintain and apply paint or preservatives as necessary to prevent deterioration and to remove graffiti and major areas of flaking or peeling or chipped or damaged paint that is visible from the public right-of-way.
- (c) All vegetation by preventing any overgrowth including trees, shrubbery, ground covers, landscaping, lawns and other plantings that are visible from the public right-of-way which from the overall appearance results in the diminution of the appearance of the Property.
- (d) All vegetation by removing and replacing any dead, decayed or diseased trees, shrubs, or other vegetation which is in need of landscape maintenance attention that is visible from the public right-of-way.
- (e) All lighting and light standards required for use and operation of the Property.
- (f) All off-site landscaping and irrigation facilities located within the public right-of-way.

2. Failure to Perform

If Declarant fails to perform the maintenance as required hereunder, the Agency shall have the right but not the obligation to perform the maintenance obligations of the defaulting Declarant without order of court and on thirty (30) days written notice. In such event, Declarant shall be obligated to reimburse the Agency for the cost of such maintenance and repair. If Declarant is subject to such reimbursement obligation, it shall also be required to pay an additional fifteen percent (15%) of such cost of maintenance and repair to the Agency to cover the Agency's administrative and overhead expenses. Declarant's failure to reimburse the Agency within thirty (30) days from the date of invoicing shall entitle the Agency to record a notice of lien against the Property, and to enforce the lien through an action in foreclosure.

3. Right of Entry.

Declarant hereby grants to Agency a right of entry and access to the Property for the purpose of securing compliance with or to perform any work of maintenance or repair



required by this Covenant and Agreement. Agency shall give Declarant written notice of entry five (5) days prior to the date of entry.

4. Enforcement.

(A) In addition to other available remedies and at the election of the Agency, failure to comply with this Covenant shall be deemed a violation of Riverside Municipal Code ("RMC") section 6.14.020 relating to landscaping maintenance, RMC section 13.06.090 relating to vegetation maintenance and all breaches and/or violations of this Covenant shall be deemed a nuisance subject to abatement pursuant to RMC section 6.15.010 et seq. Declarant hereby waives all protests, challenges, objections, claims and causes of action of whatever kind or nature including constitutional claims, if any, arising out of the enforcement of this Covenant by the City of Riverside and the Right of Entry granted herein. If Agency elects to proceed against Declarant under the provisions of the RMC, such action will also include any and all rights to impose a special assessment lien against the Property.

(B) Declarant is aware of the provisions of California Civil Code Section 1542, which provides as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

(C) Declarant acknowledges that Declarant may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Declarant hereby acknowledges that this Covenant has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which they may have under California Civil Code section 1542, or under any statute or common law or equitable principal of similar effect. This waiver shall not supercede any of the provisions of this Covenant or the rights of the parties hereto to enforce this Covenant in law or equity.

(D) It is agreed that the covenants, conditions, and restrictions created by this Covenant are of a special and unique kind and character in that they promote the public health, safety, welfare and morals of the community and that the rights granted to the Agency hereunder are of a similar special and unique kind and character so that if there is a default by the Declarant, or breach by the Declarant of any material provision of this Covenant, the Agency would not have an adequate remedy at law. It is expressly agreed, therefore, that the Agency's rights under this Covenant may be enforced by an action for the enforcement and implementation of this Covenant, specific performance and such other equitable relief as is provided by the laws of the State of California and of the City of Riverside.



5. Covenant Running with the Land.

This Covenant shall run with the land and each and all of its terms shall be binding upon Declarant, its heirs, successors and assigns, and shall continue in effect until such time as released by the Development Director of the Redevelopment Agency of the City of Riverside, California, by a writing duly recorded.

6. Duration.

This Covenant shall remain in full force and effect for five (5) years from the recording date of this Covenant.

IN WITNESS WHEREOF, Declarant has caused this Covenant and Agreement to be executed as of the day and year first written above.

**Agency:**

REDEVELOPMENT AGENCY OF  
THE CITY OF RIVERSIDE,  
a public body, corporate and politic

**Declarant:**

RAINCROSS SQUARE BUILDING  
LLC, a property owner

By: Behinda J. Graham  
Executive Director

By: [Signature]  
Name: JAN W. SWEETNAM  
Title:

Attest: Colleen Nicol  
Agency Secretary

By: \_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:

[Signature]  
for Agency General Counsel  
Rina M. Gonzales



C/A 1144

**ACKNOWLEDGMENT**


State of California  
County of Santa Clara

On 3/15/2011, before me, Ann Sprinkle, Notary Public, a

notary public, personally appeared Jan Sweetnam, 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



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**Agency:**

REDEVELOPMENT AGENCY OF  
THE CITY OF RIVERSIDE,  
a public body, corporate and politic

By: \_\_\_\_\_  
Executive Director

ATTEST: \_\_\_\_\_  
Agency Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Agency General Counsel

**Declarant:**

RAINCROSS SQUARE BUILDING  
LLC, a property owner

By: *Carnie Sweetnam* 2/17/11  
Name: *Carnie Sweetnam*  
Title: *Owner, Managing Member*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**ACKNOWLEDGMENT**

State of California  
County of San Mateo

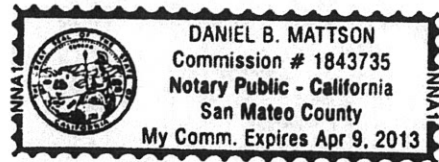
On 17 February 2011, before me, Daniel B. Mattson - Notary Public, a

notary public, personally appeared Cerrie Sweetnam, 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.

[Handwritten Signature] (SEAL)  
Signature



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

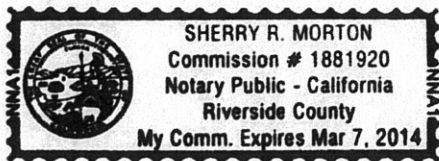
State of California

County of Riverside

On April 18 2011 before me, Sherry R. Morton, Notary Public

personally appeared Belinda J. Graham and 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: Sherry R. Morton

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:

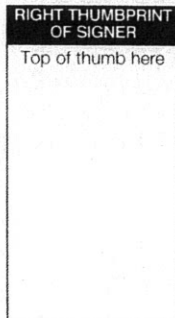
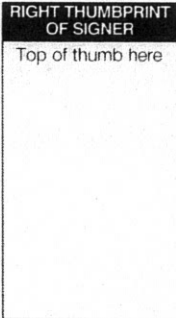
Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

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



Signer Is Representing:

Signer Is Representing:



C/A 1144



**Exhibit "A"**

**PARCEL 1:**

ALL THAT PORTION OF BLOCK 5, RANGE 7, OF THE TOWN OF RIVERSIDE, AS SHOWN BY MAP ON FILE BOOK 7, PAGE 17 OF MAPS, SAN BERNARDINO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF MAIN STREET, 60 FEET SOUTHERLY FROM THE NORTHEASTERLY CORNER OF SAID BLOCK; THENCE SOUTHERLY ON THE WESTERLY LINE OF MAIN STREET, 142 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF SAID MAIN STREET, 128 FEET NORTHERLY FROM THE SOUTHEASTERLY CORNER OF SAID BLOCK; THENCE WESTERLY AT A RIGHT ANGLE AND PARALLEL WITH THE NORTHERLY LINE OF SIXTH STREET, 165 FEET; THENCE NORTHERLY AT A RIGHT ANGLE AND PARALLEL WITH THE WESTERLY LINE OF MAIN STREET, 142 FEET, MORE OR LESS, TO A POINT 60 FEET SOUTHERLY MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF FIFTH STREET; THENCE EASTERLY AT A RIGHT ANGLE PARALLEL WITH THE NORTHERLY LINE OF SIXTH STREET, 165 FEET TO THE POINT OF BEGINNING.

EXCEPTING; THERFROM THE WESTERLY 7.5 FEET THEREOF INCLUDED IN PUBLIC ALLEY.

**PARCEL 2:**


THAT PORTION OF BLOCK 5, RANGE 7, OF THE TOWN OF RIVERSIDE AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 17 OF MAPS, SAN BERNARDINO COUNTY RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHESTERLY CORNER OF SAID BLOCK; THENCE SOUTHERLY ON THE WESTERLY LINE OF MAIN STREET, 60 FEET; THENCE WESTERLY AND PARALLEL WITH THE NORTHERLY LINE OF SIXTH STREET, 157.5 FEET TO THE EASTERLY LINE OF AN ALLEY; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF MAIN STREET, 60 FEET TO THE SOUTHERLY LINE



OF FIFTH STREET, THENCE EASTERLY ON THE SOUTHERLY LINE OF FIFTH STREET, TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NOS. 213-182-008-7 AND 218-182-009-8 MORE COMMONLY KNOWN AS 3521 MAIN STREET, RIVERSIDE, CA

DESCRIPTION APPROVAL  
  
MARK S. BROWN CITY SURVEYOR      1/6/2011  
DATE

