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DOC # 2015-0363413  
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Page 1 of 11  
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County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

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

When Recorded Mail to:

Community & Economic  
Development Department  
City of Riverside  
Attn: Housing Manager  
3900 Main Street, 3rd Floor  
Riverside, California 92522

Project: 6835 Capistrano Way  
APN: 226-171-017

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: TERESA #134

#4975434 SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

HOME INVESTMENT PARTNERSHIPS PROGRAM  
AND HOUSING AUTHORITY AGREEMENT  
AND COVENANTS, CONDITIONS AND RESTRICTIONS  
AFFECTING REAL PROPERTY INCLUDING AFFORDABILITY RESTRICTIONS

THIS HOME INVESTMENT PARTNERSHIPS PROGRAM AND HOUSING AUTHORITY AGREEMENT AND COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING REAL PROPERTY INCLUDING AFFORDABILITY RESTRICTIONS ("Agreement") is entered into this 12th day of August, 2015 (the "Effective Date") by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") and the HOUSING AUTHORITY OF THE CITY OF RIVERSIDE, a public body, corporate and politic ("Authority"), 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 Authority is a public body corporate and politic established by action of the City Council of the City of Riverside pursuant to Resolution No. 21275 for the purpose of providing affordable housing opportunities through a variety of programs within the City of Riverside and exercising governmental functions and powers pursuant to the California Housing Authorities Law (Health & Safety Code §34200, et seq., the "Housing Authority Law").

WHEREAS, the City has adopted a Housing Element to its General Plan pursuant to Government Code Section 65580 et seq., which sets forth the City's policies, goals and objectives to providing housing to all economic segments of the community, including the preservation of

development of rental housing affordable to very low income, low income and moderate income households.

WHEREAS, by action of the City Council pursuant to Chapter 2 of the California Community Redevelopment Law (Health & Safety Code Health & Safety Code §333000 et seq., the "Community Redevelopment Law"), the city established the Redevelopment Agency of the City of Riverside (the "Agency"), whose purpose included increasing, improving and preserving the community's supply of housing affordable to and occupied by low and moderate income households pursuant to Section 33334.2, 33334.3, 33334.6 and 33413 of the Community Redevelopment Law.

WHEREAS, on December 29, 2011 in the petition California Redevelopment Association v. Matosantos, the California Supreme Court upheld Assembly Bill X1 26 that added Parts 1.8 and 1.85 to Division 24 of the Health and Safety Code ("Dissolution Act"), which laws caused the dissolution of all redevelopment agencies in California as of February 1, 2012.

WHEREAS, as of, on and after February 1, 2012, the Agency became a dissolved redevelopment agency pursuant to the Dissolution Act.

WHEREAS, by the adoption of its Resolution No. 22322 on January 10, 2012, the City Council re-affirmed its authorization to have the City serve as the "successor agency" to the dissolved Agency under the Dissolution Act. As of, on and after February 1, 2012, the City began to perform and will continue to perform its functions as the Successor Agency to the dissolved Agency under the Dissolution Act.

WHEREAS, by the adoption of its Resolution No. 7 on January 10, 2012, the governing board of the Authority elected to have the Authority assume the housing assets and housing functions previously held and performed by the dissolved Agency pursuant to the Dissolution Act, effective upon dissolution of the Agency. Accordingly, effective February 1, 2012, the Authority began to perform and will continue to perform its functions as the "successor housing agency" of the former Agency pursuant to the Dissolution Act.

WHEREAS, the Authority has received funds designated for the purposes of increasing, improving and preserving the community's supply of affordable housing, including rental housing available for occupancy at affordable rent to very low income, low income and moderate income households in the City.

WHEREAS, the City is providing the Authority with federal HOME Program funds in the amount of One Hundred and Three Thousand Two Hundred Twelve Dollars (\$103,212.00) to acquire a three (3) bedroom single family home located at 6835 Capistrano Way [APN: 266-171-017] ("Home" or "Property") which is described on Exhibit A attached hereto and incorporated herein by reference. The Home will be available as a rental property to persons and families of low-income households. In fulfillment of this obligation, the City and Authority have agreed to make the Home available for affordable rental housing for Qualified Occupants, which may include affordable rental of the entire unit, or affordable single room occupancy rental, not to exceed one-person per bedroom subject to the terms and conditions of the HOME Investment Partnerships Act

and HOME Investment Partnerships Program, 42 U.S.C. Section 12701, *et seq.*, and the implementing regulations thereto set forth in 24 CFR, Section 92.1 *et seq.* (the "Act") and this Agreement; and

WHEREAS, the Authority is providing Two Hundred Fifty Nine Thousand Seven Hundred Eighty Eight Dollars (\$259,788.00) towards the acquisition costs of the Home; and

WHEREAS, the Authority will use a combination of HOME Program Funds and Housing Authority Funds to acquire the Home; and

WHEREAS, the City and Authority desire to record covenants, conditions and restrictions on affordable housing that is assisted with funding from the HOME Program and Housing Authority; and

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

WHEREAS, the Authority agrees to maintain the Home for a period of fifty-five (55) years following the Effective Date of this Agreement; and

WHEREAS, the Authority agrees to locate tenants for the Home who are persons or families of low income, whose income does not exceed sixty percent (60%) of the Riverside County Median Income as set forth in the 24 CFR, Section 92.216; and

WHEREAS, the City has an interest in insuring that housing in the City of Riverside is properly maintained and that the City of Riverside remains attractive and that housing is available for low income households.

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 Authority 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. HOME Program Period of Affordability (Fifteen (15) Years). 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. Authority agrees and understands that the City's allocation of Housing Funds requires that the Property remain affordable pursuant to this Agreement for not less than Fifteen (15) years. This fifteen (15) year term will run concurrently with the fifty-five (55) year term required pursuant to the Health and Safety Code.

2. Housing Authority Period of Affordability (Fifty Five (55) Years). Pursuant to Health and Safety Code section 33334.3 (f)(1)(A), the Property shall remain affordable pursuant to this Agreement for not less than Fifty Five (55) Years.

3. 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.

(d) Affordable rent. This term shall mean the amount of monthly rent, including a reasonable utility allowance, that does not exceed the lesser of the maximum allowable rent to be charged by Authority and paid by the Qualified Household, occupying the Home, as determined pursuant to (i) Section 92.252 of the HOME Regulations or any successor regulation; (ii) Section 50053 of the Health & Safety Code or any successor statute; (iii) applicable regulations pursuant to any other source of financing secured for, and continuing to be secured by, the Project, or (iv) if applicable, any effective Section 8 Program regulations applicable to the Home or otherwise occupied by a holder of a Rental Voucher or Rental Certificate evidencing participation in the Section 8 Program.

(e) Reasonable utility allowance. This term shall mean the allowance established by the California Utility Allowance Calculator, if applicable.

4. Term. The terms, covenants, conditions and restrictions contained in this Agreement shall be effective for the time periods, and run concurrently, as stated in Paragraphs 1, 2 and 4 herein.

5. Income Requirement: Qualified Transfer of Property. Authority covenants and agrees that the occupants of the Property will be persons or families of low income, whose income does not exceed sixty percent (60%) 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.

A prospective occupant must be low income and such income level is determined at either the time the household initially occupies the Property or at the time the Housing Funds are invested, whichever is later.

During the Term, the Property, or any interest therein, shall not be conveyed by any transfer except with the express written consent of the City, which consent shall be given only if the transfer

is consistent with the City's goal of creating, preserving, maintaining and protecting affordable housing in the City for eligible persons and families. Authority's attempt to sell or transfer the Property without the express written consent of the City during the period of restriction shall be a material breach of this Agreement and shall entitle City to exercise all available legal and equitable remedies.

6. Disclosure Requirements. Prior to the execution of a purchase and sale agreement between the Authority 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 Authority or subsequent owner (as may be applicable) shall disclose, in writing, to each purchaser the fact that the property has been assisted by HOME Investment Partnerships Program Funds and Housing Authority Funds and that the requirements, including the income level requirements, stated in this Agreement will remain in effect for the term(s) described in Sections 1, 2 and 4.

7. Annual 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 the information set forth in Section 5. The record owner 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.

8. Binding on the Successors in Interest. Authority hereby covenants and agrees that their successors, assigns and grantees, 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 Authority and their successors in interest.

9. Maintenance of Property.

(a) The Authority and all subsequent successors, assigns and grantees 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. The Authority intends to, as owner of the Property, hire a Property Management company for the Property.

(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 Authority 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 Authority shall maintain and/or repair the front exterior, rear, 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 Authority.

(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 regarding 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.

10. Insurance. Authority 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 Replacement Value of 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. Authority 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 Authority 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.

11. 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.

The provisions of this Section 11 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 if Owners work is found to be substantially out of compliance with the purpose or requirements of this Covenant by the City Manager of the City of Riverside.

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 Authority with respect to those matters contained herein. This Agreement may be modified only by a writing duly subscribed by both the City and the Authority. 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. 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. Any pronouns used in this Agreement shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand.

17. 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 Authority 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.

18. 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.

19. Covenant Against Partition. The Authority hereby covenants for itself and for their heirs, representatives, successors and assigns, that it will not institute legal proceedings or otherwise

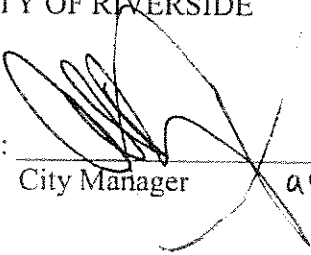
seek to effect partition of their right and interest in the Property or the burdens running with the land as a result of this Agreement.

20. 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 Authority shall be addressed to Housing Authority Executive Director, 3900 Main Street, Riverside, California 92522. 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.

21. 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.

22. Authority to Execute Agreement. 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.

CITY OF RIVERSIDE

By:   
City Manager *Alfred W. Zelinka*

ATTEST:

By:   
City Clerk

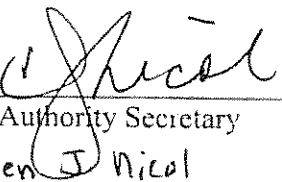
APPROVED AS TO FORM:

By:   
Deputy City Attorney

HOUSING AUTHORITY

By:   
Executive Director  
*Emilio Ramirez*

ATTEST:

By:   
Authority Secretary  
*Colleen J. Nicol*

APPROVED AS TO FORM:

By:   
Authority General Counsel



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.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

On August 12, 2015 before me, Sherry R. Morton, Notary Public  
Date Here Insert Name and Title of the Officer

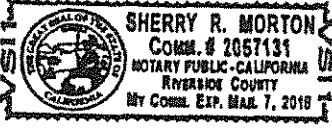
personally appeared Alfred W. Zelinka, Emilio Ramirez, and Colleen J. Nicol  
Name(s) of Signer(s)

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 Sherry R. Morton  
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: \_\_\_\_\_

C/A-1303

## Notary Seal

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

Name of Notary: Sherry R Morton

Commission # 2057131

Date Commission Expires: Mar 7 2018

County where Bond is filed: Riverside

Vendor: VSLI

Place of Execution: San Bernardino

Date: 8/14/15

Signature: [Signature]  
A. Salters

C/A-1303

**Exhibit "A"**

**Legal Description**

A.P.N.: 226-171-017-5

Real property in the City of Riverside, County of Riverside, State of California, described as follows:

LOT 17 OF HARDMAN TRACT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

C/A-1303