

2016-0444925

10/11/2016 03:53 PM Fee: \$ 0.00

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



When Recorded Mail To:

Riverside City Attorney's Office
3750 University Avenue, Suite #250
Riverside, CA 92501
Ref: CA#15-1622

This instrument is for the benefit
of the City of Riverside and is
exempt from recording fees
(Government Code § 27383¹)

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Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC	
9										
SIZE	NCOR	SMF	NCHG	T:	APR 16 2016					

Space above this line reserved for Recorder's use.

**AGREEMENT AND COVENANTS, CONDITIONS AND RESTRICTIONS
AFFECTING REAL PROPERTY INCLUDING OWNER OCCUPANCY
REQUIREMENTS**

¹ Government Code § 27383: "No fee shall be charged by the recorder for services rendered to the State, to any municipality, county in the State or other political subdivision thereof, except for making a copy of a paper or record."

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RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF RIVERSIDE
3900 Main Street, 5th Floor
Riverside, CA 92522
Attn: Community Development, Code Enforcement

Property: 6080 Windemere Way
Riverside, CA 92504

APN: 252-242-002

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Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
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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 REQUIREMENTS**

THIS AGREEMENT AND COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING REAL PROPERTY INCLUDING OWNER OCCUPANCY REQUIREMENTS ("Covenant") is entered into this 27th day of Sept, 2016 (the "Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, ("City") and TODD JOHNSON, as ("Owner"), whom are sometimes referred to in this Agreement collectively as the "Parties," in connection with the real property located at 6080 Windemere Way, Riverside, California, Assessor's Parcel Number 252-242-002 ("Subject Property"), with reference to the following facts:

RECITALS

- A. Owner is the fee title holders of the Subject Property.
- B. Riverside Code Enforcement inspected the Subject Property on or about April 9, 2014, and observed that the property had unpaved parking, weeds, dry landscape with piles of leaves/dead vegetation.
- C. A Notice of Pendency of Administrative Proceedings was recorded with the Riverside County Recorder. instrument number 2014-0211826 on or about June 10, 2014.
- D. An Administrative Civil Penalties Notice and Order was issued and served on the Property Owner and interested parties on or about September 2, 2014.
- E. An Administrative Hearing was held on or about October 16, 2014, that resulted in findings that the condition of the Subject Property violated Sections 6.14.020(B)(3) (Lack of Required Landscape and/or Maintenance), 6.14.030 (Lack of Exterior Structural Maintenance) of

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the Riverside Municipal Code ("RMC") and an order was issued by Hearing Officer assessing administrative costs in the amount of \$1,541.07 and daily civil penalties of \$200.00.

F. Administrative Civil Penalties and Costs in the amount of \$59,253.07 were outstanding as of your August 28, 2016 demand request and the Property Owner may be responsible for additional Administrative Civil Penalties and Costs assessed against the Subject Property in the absence of the execution of this Owner Occupancy Covenant.

G. The City has an interest in eliminating blight, facilitating owner occupancy of residential housing stock, abatement of problem properties and securing the rehabilitation of problem properties in compliance with the RMC.

H. The Owner is requesting to reduce the outstanding costs, fines and penalties owed to the City, and currently on the County property tax roll, in the amount of \$18,538.00.

I. In consideration of the City's reduction of unpaid costs, fines and penalties, Owner agrees to record covenants, conditions and restrictions against the Subject Property, which requires the Owners, their successors and assigns to occupy the Subject Property.

NOW, THEREFORE, in consideration of the promises contained below and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Parties agree that the Subject Property shall be held, sold, encumbered and conveyed subject to the following covenants, conditions and restrictions.

1. Recitals. The Parties acknowledge that the Recitals in the Agreement are true and correct and incorporate those recitals into the Agreement.

2. Comprehensive Resolution. The Parties acknowledge that this Agreement constitutes a comprehensive resolution of all current administrative code enforcement actions relating to the Subject Property and further, that the parties intend to resolve all issues related thereto as a result of this Agreement.

4. Payment Reduction. The City of Riverside is currently owed \$59,253.07 in Administration Civil Penalties and Costs relating to substandard conditions on the Subject Property. City, however agrees to accept \$18,538.00 as full payment for its outstanding fines and fees and attorney's fees and costs and waive the remaining unpaid balance of \$40,715.07. Payment is to be made within 30 days of execution of this agreement or the close of escrow, whichever occurs first.

5. Owner - Occupancy. Owner hereby agrees that they will occupy the Subject Property as their primary residence for a period of twenty-five (25) years ("Restrictive Period") following the Effective Date. Owner's attempt to rent or actual rental of the Subject Property for any purpose during the Restrictive Period of restriction shall be a material breach of this Covenant and shall entitle City to exercise any and all available legal and equitable remedies. Should Owner breach this Covenant, the reduction of \$shall be forfeited and immediately due and payable.

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It is expressly understood, acknowledged, agreed to and covenanted by the Owner for himself, his successors and assigns, that the Subject Property or any part thereof shall only be used and maintained as an owner-occupied Single Family Residence. The Owner, his heirs, executors, administrators, successor or assigns, are prohibited from and shall not rent, lease, or sublease the Subject Property (including any improvement or fixture thereto), or otherwise transfer or attempt to transfer a tenancy or leasehold interest in the Subject Property (including any improvement or fixture thereto) or any part thereof.

Parties acknowledge that this owner-occupancy covenant is a condition to and consideration for a reduction in the amount of unpaid civil penalties, fines and costs. 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, Owner for itself and its successors and assigns, also agrees not to rent, lease, license or otherwise permit a non-owner of the Subject Property to take possession and control thereof. Owner for himself, his heirs, executors, administrators, successors and assigns, agree and consent that this owner-occupancy restriction may be enforced by the City through specific performance

6. Term. This Covenant shall run for twenty-five (25) years on the Subject Property and apply to the Owners, their heirs, executors, administrators, assigns and successors-in-interest. This Covenant cannot be terminated unless a written agreement to terminate is executed by Owners, or their successors-in-interest, and the City, by its Community Development Director and said document is duly recorded with the Riverside County Recorder.

7. Statutory Liability. Nothing contained in this Agreement shall be construed to alter the Parties statutory and common law duties, rights and liabilities with respect to nuisance abatement, hazardous substance handling and remediation; nor to apportion liability for the cost of abating or remediating the occurrence of any nuisance or release of "hazardous substances" and "hazardous materials" as those terms may be defined by regulatory agencies.

8. Liability Waiver. Owner hereby forever voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action solely arising out of the City's enforcement activities occurring on or before the effective date of this Agreement, however the same may have occurred and for whatever period said activities may continue, and Owner does for himself, his heirs, executors, administrators, successors-in-interest and assigns hereby release, waive discharge and relinquish any action or causes of action which may hereafter arise for themselves and their estate.

9. Acknowledgment. The Parties, and each of them, acknowledge that they have read this Agreement; that they had an opportunity to have the Agreement explained to them by counsel of their choice; that they are aware of the content and legal effect of the Agreement; and that they are not relying on any representation made by any other party or any of the employees, agents, representatives, or attorneys of any other party, or any of them.

10. Disclosure Requirements. Prior to the execution of a purchase and sale agreement between the Owner and any subsequent purchaser of the Property, and prior to the execution of a

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deemed received three (3) business days after dispatch by regular mail, or one (1) business day after dispatch by a reputable overnight courier service (such as Federal Express).

Notices to be given to the City shall be addressed as follows:

City of Riverside
Community Development Department
Code Enforcement
3900 Main Street
Riverside, CA 92522

Notices to the Owner shall be addressed as follows:

TODD JOHNSON
6080 Windemere Way
Riverside, CA 92506

16. Nonwaiver. The failure of City to enforce any one or more of the covenants, conditions or restrictions contained herein 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.

17. Noncompliance/Attorney's Fees. In the event of noncompliance with any provision under this Covenant, the City may take any and all enforcement actions provided by any provision of the RMC, or exercise any other remedy under the law or in equity to which the City may be entitled. Should the City bring an action to enforce the terms of this Covenant, the prevailing party shall be entitled to costs of suit, including reasonable attorneys' fees.

18. Rights and Remedies are Cumulative. To the extent permitted by law and except with respect to rights and remedies expressly declared to be exclusive in this Covenant, the rights and remedies of the Owner are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same event of default or any other event of default by the other party.

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

20. Counterparts. This Covenant may be executed in two (2) or more identical counterparts. If so executed, each of such counterparts shall, collectively, constitute one original Covenant. In making proof of this Covenant, it shall not be necessary to produce or account for more than one such counterpart.

21. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of

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competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

22. Severability. Should any of this Agreement be deemed unlawful, that provision shall be severed, and the remaining terms shall continue to be valid and fully enforceable.

23. Waiver. Failure of any party to insist upon strict observance of, or compliance with, all of the terms of this Agreement in one or more instances, shall not be deemed to be a waiver of a party's rights to insist upon such observance or compliance with the other terms of this Agreement.

24. Agreement Parameters. This Agreement, along with the Rehabilitation Agreement, constitutes the entire agreement between the Parties. No modification of this Agreement shall be valid unless in writing signed by the Parties. The Parties shall not be bound by any representation, warrant, promise, statement or information, unless it is specifically set forth in this Agreement.

25. Agreement Interpretation. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties.

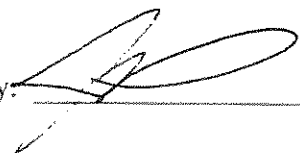
26. Authority. The individuals executing this Covenant and the instruments referenced herein on behalf of Owners each represent and warrant that they have the legal power, right and actual authority to bind Owners to the terms and conditions hereof and thereof.

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

(Signatures on next page)

CITY:

CITY OF RIVERSIDE,
a California charter city and
municipal corporation

By:  _____
John A. Russo
City Manager

OWNER:

TODD JOHNSON, as an individual


By: _____

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City Manager

Attest:

By: Sherry Maston
City Clerk

Print

Title

APPROVED AS TO FORM:

DATE: September 27, 2016

By: [Signature]
City Attorney

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CI# 15-1622

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9. Acknowledgment. The Parties, and each of them, acknowledge that they have read this Agreement; that they had an opportunity to have the Agreement explained to them by counsel of their choice; that they are aware of the content and legal effect of the Agreement; and that they are not relying on any representation made by any other party or any of the employees, agents, representatives, or attorneys of any other party, or any of them.

10. Disclosure Requirements. Prior to the execution of a purchase and sale agreement between the Owner and any subsequent purchaser of the Property, and prior to the execution of a

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ACKNOWLEDGMENT

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 10-6-16 before me, Sheri C Alverson, notary public
(here insert name and title of the officer)

personally appeared Todd Johnson

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.

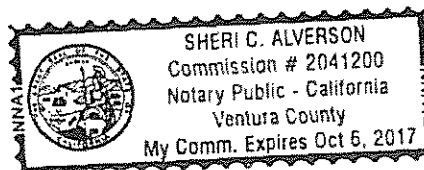
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sheri C Alverson

(Seal)



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