

cc: Frank Down, pw

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

When Recorded Mail to:

Agency Secretary
The Redevelopment Agency
For the City of Riverside
3900 Main Street, 5th Floor
Riverside, California 92522

Project: Agency Housing Rehabilitation
Grant Program
APN: 155-251-002-9

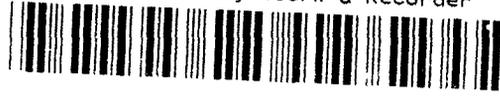
DOC # 2009-0468389

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Page 1 of 14

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



THIS AGREEMENT AND COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING REAL PROPERTY ("Agreement") is entered into this 16th day of July, 2009 (the "effective date") by and between the REDEVELOPMENT AGENCY FOR THE CITY OF RIVERSIDE, a public body, corporate and politic ("Agency") and Celia Ortiz, a widow and Michael Graczyk, her son, an unmarried man, as joint tenants ("Owners"), with reference to the following facts:

RECITALS

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

WHEREAS, the Grant Program will be funded with money from the Agency's low income and moderate income housing set aside funds as described in Health and Safety Code § 33334.2 ("Fund"); and

WHEREAS, the Grant Program is consistent with the City of Riverside's ("City") General Plan and is consistent with the intent of Community Redevelopment Law as set forth in Health and Safety Code § 33000, et sequitur; and

WHEREAS, the Owners are the owners of the certain real property known as 8794 Greenpoint 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, Health and Safety Code § 33334.3(f) provides that the Agency must require the recordation of covenants, conditions and restrictions on the very low, low and moderate income dwelling units which are new or substantially rehabilitated with money from the Fund; and

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

WHEREAS, the Owner agrees 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 ("Grant Amount"); and

WHEREAS, the Agency has an interest in insuring that the very low and low and moderate income dwelling units in the City of Riverside are 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 Agency 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 Redevelopment Agency Supports Affordable Housing. The Agency supports Affordable Housing for very low and low to moderate income residents within the City of Riverside as set forth in regulations published by the California Department of Housing and Community Development pursuant to Health and Safety Code § 50093.

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

(a) "Affordable housing cost" shall have the same meaning as set forth in Health and Safety Code § 50052.5, as that section is amended or substituted.

(b) "Dwelling unit" means a single family residential home as originally constructed or as reconstructed, altered or replaced.

(c) "Persons and families of low or moderate income" shall have the same meaning as set forth in Health and Safety Code § 50093, as that section is amended or substituted.

(d) "Very low income households" shall have the same meaning as set forth in the Health and Safety Code § 50105, as that section is amended or substituted.

3. Term. Except as otherwise provided by Health and Safety Code § 33334.3, the terms, covenants, conditions and restrictions contained in this Agreement shall be effective for a period of six (6) years following the effective date.



2009-0468389
09-03/2009 08 AGA
2 of 14

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 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 receives 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 Agency to exercise all available legal and equitable remedies.

It is expressly understood, acknowledged, and covenanted by the Owners for itself, 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.

Agency 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, Agency 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 and its successors, assigns, and grantees agree and consent that this owner-occupancy restriction may be enforced by the Agency 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, Agency may demand the immediate repayment of the Grant Amount from Owners and Owners shall be required to provide Agency with the Grant Amount within fifteen (15) days of said demand.

6. Monitoring by the Agency. Pursuant to Health and Safety Code § 33418 the Owners and each subsequent purchaser, transferee or owner of the Property shall be required to provide the Agency 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



2009-0468389
09/09/2009 08 00A
3 of 14

On or about July 1st, of each calendar year, the Agency will mail a form to the record owner of the Property requesting this information. The Owners of the Property shall complete the form and return it to the Agency within thirty (30) calendar days after receipt of the request from the Agency.

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 Agency 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.

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



2009-0468389
09/03/2009 08 AM
4 of 14

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 Agency 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 Executive Director of the Agency, 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 Agency'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 Agency's receipt of written request from the Owners and shall be held before the Executive Director, 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 Executive Director, 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 Executive Director shall be final and there shall be no right of appeal to the City Council.

If the Executive Director, 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 Agency 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 Executive Director, then the Agency, its employees or its agents may enter upon the Property to remedy and abate the conditions creating the breach. The Agency 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 Agency 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 either the Agency or the City. Nothing in this Agreement shall modify, limit or circumscribe any other rights, remedies and powers available to either the Agency or the City, including, but not limited to, Agency'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 Executive Director of the Redevelopment Agency.

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 one



hundred twenty percent (120%) 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. Agency as Beneficiary. The Agency 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 Agency without regard to whether the Agency has been, remains, or is an owner or has any interest in the Property or in any other parcel in the Agency. The Agency 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 Agency 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 Agency's right to enforce the covenants, conditions and restrictions in the future.

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



2009-0468389
09/09/2009 08 00A
6 of 14

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 Agency 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 Agency 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 Agency without derogation of the Agency'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 Agency shall be addressed to City of Riverside Redevelopment Agency, 3900 Main Street, Riverside, California 92522. Owners address for notices 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.

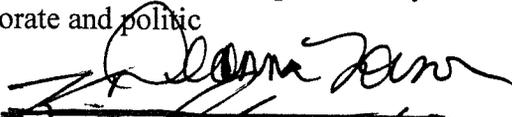
23. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Owners each represent and warrant that they have the legal power, right and actual authority to bind Owners to the terms and conditions hereof and thereof.



2009-0468389
09/09 2009 08 08A
7 of 14

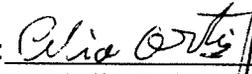
(Signatures on following page)

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

By: 
Development Director

OWNER(S):
Celia Ortiz, a widow

Michael Graczyk, an unmarried man

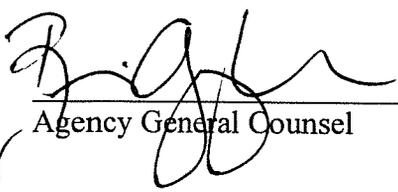
By: 
Celia Ortiz

By: 
Michael Graczyk

ATTEST:


Agency Secretary

APPROVED AS TO FORM:


Agency General Counsel

TEMPLATES 14
Agency - Housing Rehab Agr Occupancy Restrict
[00019855]
(Rev 10/24/08)



2009-0468389
09 09/2009 02 00A
2 of 14

Exhibit A
8794 Greenpoint Avenue
Riverside, CA 92503
APN: 155-251-002-9

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

LOT 143 OF ARLINGTON NORTH SUBDIVISION UNIT NO. 1, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 26, PAGES 38 THROUGH 40 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DESCRIPTION APPROVAL

BY: *IC Stone* 8/19/2009
DATE

FOR: MARK S. BROWN
CITY SURVEYOR



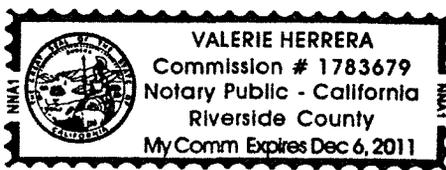
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03.03.2009 08 08A
3 of 14

C/A 1085

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Riverside }
 On August 27, 2009 before me, Valerie Herrera, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared 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 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

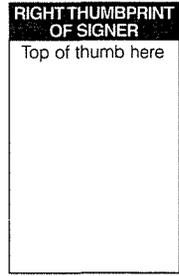
Title or Type of Document _____
 Document Date _____ Number of Pages _____
 Signer(s) Other Than Named Above _____

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 _____



C/A 1085

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 7/24/09 before me, Diana Renee Calderon, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael Graczyk + Celia Ortiz
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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 Diana Renee Calderon
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 Agreement and CC&R Affecting Real Property

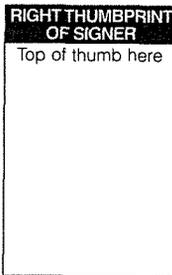
Document Date: 7/16/09 Number of Pages 10

Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

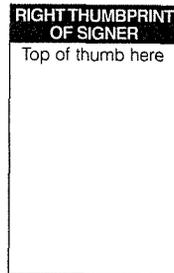
- Individual
- Corporate Officer — Title(s) _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other _____



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 _____



CIA 1085

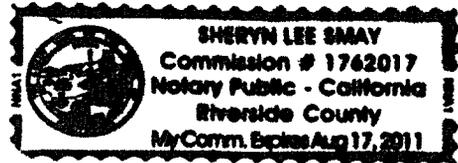
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On August 24, 2009 before me, SHERYN LEE SMAY, Notary Public

personally appeared DEANNA 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 Sheryn Smay

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 AGREEMENT CONC. AFFIRMING REAL PROPERTY

Document Date 7-16-09 Number of Pages: 11

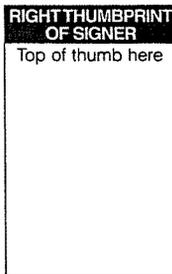
Signer(s) Other Than Named Above: _____

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: _____

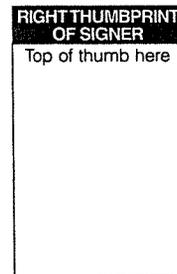
Signer Is Representing. _____



Signer's Name _____

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

Signer Is Representing. _____



CIA 1085



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P O Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

NOTARY CLARITY

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: Sheryn Lee Smay
Commission #: 1762017
Place of Execution: Riverside County
Date Commission Expires: Aug 17, 2011
Date: 9/9/09
Signature: B. Carrell
Print Name: BS Carrell





LARRY W. WARD
 COUNTY OF RIVERSIDE
 ASSESSOR-COUNTY CLERK-RECORDER

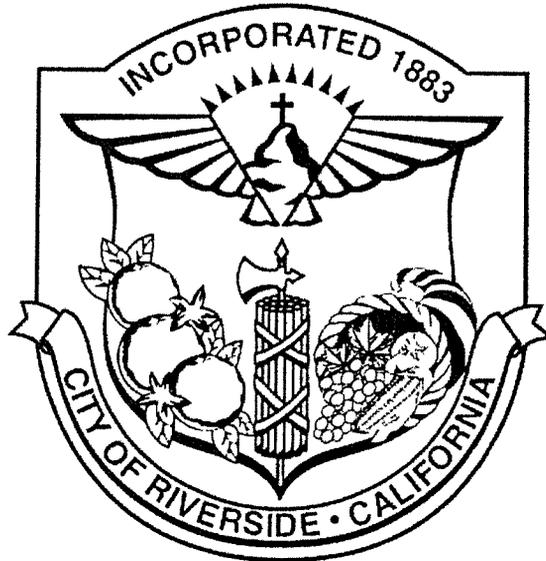
Recorder
 P O Box 751
 Riverside CA 92502-0751
 (951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):



Date. 9/2/09

Signature: BT Carrell

Print BT Carrell



2009-0468389
 09/03/2009 02:00A
 14 of 14

CIA 1085