WHEN RECORDED MAIL TO·

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

Project· 3221 Iowa Avenue
APN: 250-080-006

DOC # 2010-0233004
05/20/2010 08:00A Fee:NC
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Recorded in Official Records
County of Riverside
Larry W Ward
Assessor, County Clerk & Recorder

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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 3rd day of May, 2010, by **Iowa Properties, Inc.**, a California corporation ("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 3221 Iowa Avenue, Assessor's Parcel Number 250-080-006 and legally described in Exhibit "A" attached hereto (the "Property").

B. Agency has paid Declarant the sum of Twenty-Five Thousand Dollars ($25,000) for the improvement of the parking lot 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 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:

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,

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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

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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.

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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

By: _____
Executive Director

Attest:

_____
Agency Secretary

APPROVED AS TO FORM:

_____
Agency General Counsel
Krish J Smith

Declarant:

IOWA PROPERTIES, INC.,
a California corporation

By: _____
Name: Linda Godfrey
Title: President/Chief Financial Officer/Vice President/Secretary

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ACKNOWLEDGMENT

State of California
County of Riverside)

On April 13, 2010, before me, Latise S. Denson, a notary public, personally appeared - Linda J. Godfrey -, 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 (SEAL)

LATISE S. DENSON
Commission # 1764513
Notary Public - California
Riverside County
My Comm. Expires Aug 28, 2011

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CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of Cal f a

Cou ty of Riverside }

o May 3, 2010 b f m Cheryl Ramirez Balz, Notary Public

pe sonally appea ed Belinda J Graham and Sherry Morton-Ellis

CHERYL RAMIREZ-BALZ
Commission # 1757279
Not ry Public California
Riv rside County
My Comm. Expires Jul 15, 2011

who p oved to m th bas of sat sfactory d e to be th p rs (s) whose name(s) ~~is/are~~ subscribed to th w thin instrument and a k owledged to m that ~~he/she~~ (they) e ecuted the same ~~his/her~~ (th) author ed pac ty(ies) a d that by ~~his/her~~ (the r) s gnatu e(s) on the t me t the perso (s) r th e t ty upon behalf of wh ch th pe son(s) acted e ecuted th st ment

I tfy d PENALTY OF PERJURY u de th l ws f the St t f C lfo a that the fo g ng p g aph t ue a d correct

WITNESS my hand and official seal

S g atu e _____ ature of ry Publ

OPTIONAL

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Descr pt on of Attached Document

T tl Typ f D m t Agreement and Declaration of Covenants, Conditions, and Restrictions

D m t D t 5-3-10 N mb f P g _____

S g ( ) Oth Th N m d Ab _____

Capacity(ies) Cla med by Signer(s)

S g N m _____	S gners N m _____
☐ I d d l	☐ I d d l
☐ C p t Off —T tl ( ) _____	☐ C p t Off —T tl ( ) _____
☐ P t —☐ Lm t d ☐ G eral	☐ P rt —☐ L m t d ☐ G l
☐ Att y F t	☐ Att y F t
☐ T t	☐ T t
☐ G dian C t	☐ G d C t
☐ Oth _____	☐ Oth _____
S g I R p t g _____	S g I R p t g _____
RIGHT THUMBPRINT OF SIGNER	RIGHT THUMBPRINT OF SIGNER

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Exhibit A

Legal Description

That portion of the Lot 28 of EAST RIVERSIDE LAND COMPANY SUBDIVISION of Section 19, Township 2 South, Range 4 West, San Bernardino Base and Meridian, as shown by Map on file in Book 6, Page 44 of Maps, Records of San Bernardino County, California, described as:

COMMENCING at the intersection of the Northerly line of Blaine Street, 66 feet wide, with the Westerly line of Iowa Avenue, 100 feet wide (as it existed on September 10, 1963), THENCE Northerly on the Westerly line of Iowa Avenue, 161 feet to the TRUE POINT OF BEGINNING; THENCE Westerly, parallel with the Northerly line of Blaine Street, 250 feet, THENCE Northerly, parallel with the Westerly line of Iowa Avenue, 150 feet, THENCE Easterly, parallel with the Northerly line of Blaine Street, 250 feet, to the Westerly line of Iowa Avenue; THENCE Southerly on said Westerly line, 150 feet to the TRUE POINT OF BEGINNING.

EXCEPTING therefrom the Easterly 5 feet thereof as conveyed to the City of Riverside by Deed recorded August 21, 1964, as Instrument No. 103271 of Official Records of Riverside County, California.

Commonly known as: 3221 Iowa Avenue
Riverside, California

DESCRIPTION APPROVAL

MARK S. BROWN
CITY SURVEYOR

1/22/10
DATE

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