

WHEN RECORDED MAIL TO:

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

Project: 1715 University Avenue  
1745 University Avenue  
1765 University Avenue  
APN: 211-183-025-1  
APN: 211-183-021-7  
APN: 211-183-020

DOC # 2011-0198901

05/05/2011 12:45P Fee:NC

Page 1 of 8

Recorded in Official Records

County of Riverside

Larry W. Ward

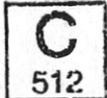
Assessor, County Clerk & Recorder



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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 22nd day of February, 2011, by Chicago-University Group, LLC, a California Limited Company ("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 properties in the City of Riverside, County of Riverside, State of California, located at 1715, 1745, and 1765 University Avenue, Assessor's Parcel Number 211,183-025-1, 211-183-021-7, and 211-183-020 and legally described in Exhibit "A" attached hereto (the "Properties").

B. Agency has paid Declarant the sum of Fifty Thousand Dollars (\$50,000) for the demolition and site clearance of the Properties 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 University Corridor/Sycamore Canyon Merged Redevelopment Project Area, and in particular, the Properties, 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 Properties are, 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 Properties:

C/A 1143

1. Standard of Maintenance.

Declarant shall maintain the Properties 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 Properties 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 Properties.
- (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 Properties.
- (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 Properties, 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 Properties 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 Properties.

(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

By: Belinda J. Graham Belinda J. Graham  
Executive Director

Attest: Nicole Coken Nicole Coken  
Agency Secretary

APPROVED AS TO FORM:

R. M. [Signature]  
for Agency General Counsel

**Declarant:**

CHICAGO-UNIVERSITY GROUP, LLC  
a California limited liability company

By: WPI-University G, LLC,  
a California limited liability company,  
Its Manager

By: WPI-CH, LLC,  
a Nevada limited liability company  
Its Manager

By: Andrew Sun  
Name: Andrew Sun  
Its: Manager

By: John E. Young  
Name: John E. Young  
Its: Manager

CHICAGO-UNIVERSITY GROUP, LLC  
a California limited liability company

By: WPI-University N, LLC  
a California limited liability company  
Its Manager's

By: WPI-CH, LLC,  
a Nevada limited liability company  
Its Manager

By: Andrew Sun  
Name: Andrew Sun  
Its: Manager

By: John E. Young  
Name: John E. Young  
Its: Manager



ACKNOWLEDGMENT

State of California  
County of Orange

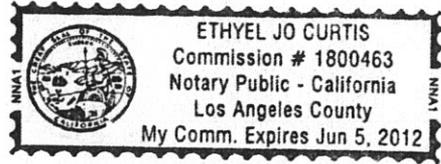
On January 21, 2011, before me, Ethel Jo Curtis -, a

notary public, personally appeared Andrew Sun, 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.

Ethel Jo Curtis (SEAL)  
Signature



ACKNOWLEDGMENT

State of California  
County of Orange

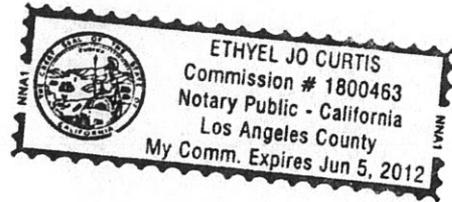
On January 21, 2011, before me, Ethyl Jo Curtis, a

notary public, personally appeared John E. Young, 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.

Ethyl Jo Curtis (SEAL)  
Signature



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

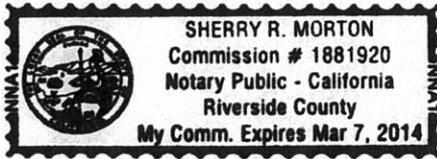
State of California

County of Riverside }

On February 22, 2011 before me, Sherry R. Morton, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Belinda J. Graham 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: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Individual

Partner —  Limited  General  Partner —  Limited  General

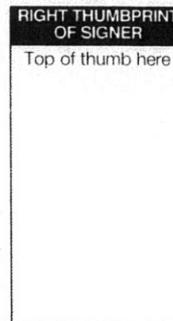
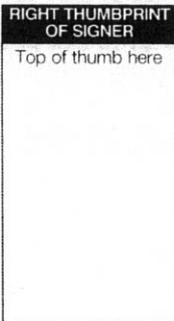
Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



C/A 1193

**Exhibit "A"**

1715 University Avenue, Riverside  
APN: 211-183-025-1

**Legal Description:**

LOT(S) 53 OF ALTA MESA TRACT, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 7 PAGE(S) 30, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

1745 University Avenue, Riverside  
APN: 211-183-021-7

**Legal Description:**

LOT 50, 51, AND 52 OF ALTA MESA TRACT, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7 PAGE 30 OF MAPS, RIVRSIDE COUNTY RECORDS.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED MARCH 24, 1978 AS INSTRUMENT NO. 56365, OFFICIAL RECORDS.

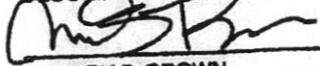
1765 University Avenue, Riverside  
APN: 211-183-020

**Legal Description:**

LOTS 48 AND 49 OF ALTA MESA TRACT, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 7, PAGE 30 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LAND DESCRIBED BY DEED TO THE CITY OF RIVERSIDE JANUARY 17, 1986 AS INSTRUMENT NO. 12280, OFFICIAL RECORDS.

DESCRIPTION APPROVAL



MARK S. BROWN  
CITY SURVEYOR

4/19/2010  
DATE



2011-0138901  
05/05/2011 12:45P  
8 of 8

C/A 1143