



WHEN RECORDED MAIL TO:

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

Project: La Sierra Manor

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FOR RECORDER'S USE ONLY

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**COVENANT AND AGREEMENT AND
 DECLARATION OF RESTRICTIONS
 AFFECTING REAL PROPERTY**

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS AFFECTING REAL PROPERTY ("AGREEMENT") is made and entered into this 24th day October, 2003, by and between Robert J. Waller, Trustee of the Waller Family Trust dated November 16, 1989, ("Owner") and the Redevelopment Agency for the City of Riverside ("Agency") with reference to the following facts.

A. Owner is the fee owner of the those certain real properties situated in the City of Riverside, County of Riverside, State of California (collectively, the "Properties") legally described in Exhibit "A", attached hereto and incorporated herein by this reference. Each separately described parcel shall be known hereinafter as "Parcel".

B. The Properties were rehabilitated and renovated with financial assistance from the Agency to provide low and moderate income housing which has been a benefit to the Riverside Merged Downtown Airport Redevelopment Project Area (the "Project Area") in the City of Riverside, the Project Area being specifically described in the Redevelopment Plan (the "Redevelopment Plan") for the Project Area.

C. Owner acknowledges that Agency's financial assistance was conditioned on the recording of Covenants, Conditions and Restrictions pursuant to California Redevelopment Law (California Health and Safety Code Section 33334.3(f)), to impose certain continuing obligations relating to low and moderate income housing. Owner further acknowledges that assumption of the obligations contained in the loan documents by and between the Agency and prior owners of the Properties is a condition precedent to the sale of the Properties; and further that this Agreement is recorded to satisfy said condition precedent; and to acknowledge Owner's assumption thereof.

898366-21

D. This Agreement is intended by Agency and Owner to supercede any prior "Covenant and Agreement and Declaration of Restrictions Affecting Real Property", recorded or unrecorded, pursuant to California Health and Safety Code Section 33334.3, for the benefit of the Agency.

NOW, THEREFORE, Owner, for itself, its successors and assigns, hereby covenants and agrees that the Properties are, and shall hereafter be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to the following covenants, conditions and restrictions.

1. For a period of twenty (20) years from the date of the recordation of this Agreement in the office of the County Recorder of the County of Riverside, Owner, its successors and assigns, shall use and maintain the Properties in conformance with the Redevelopment Plan and this Agreement.

2. Owner covenants and agree to use and maintain the Properties as follows:

a. Owner shall maintain and use each Parcel which together comprise the Properties (one hundred forty-eight (148) units in thirty-seven (37) four-plexes) as residential use.

b. In the event that Owner subdivides the Properties into condominium estates in accordance with applicable laws, then Owner shall prepare and record Declarations of Covenants, Conditions and Restrictions applicable to such condominium estates which are consistent with the terms and provisions of this Agreement and its intent to provide for the single management and maintenance of the entire Properties.

c. So long as the Properties are held, operated and managed as a single unit, twenty percent (20%) of the dwelling units in the Properties shall be rented at affordable prices for moderate income households in accordance with California Health and Safety Code Section 33334.2. In the event that individual Parcels of the Properties are sold and the Properties can no longer, for whatever reason, be operated under a single management, then the number of restricted units shall be increased to twenty-five percent (25%) and one (1) restricted unit shall be allocated to each Parcel of the Properties. If for any reason, Owner sells any Parcels, Owner shall pay to Agency the sum of \$15,150 for the sale of each Parcel. Said sum shall be payable to Agency directly through escrow.

d. The following occupancy standard shall be applied to all residential units on the Properties as described herein above. These occupancy standards determine the minimum and maximum number of persons who may reside in each type of residential unit. Deviations from these standards may be allowed



only with the written approval of the Agency Executive Director or his designee.

<u>Number of Bedrooms</u>	<u>Minimum Number of Persons</u>	<u>Maximum Number of Persons</u>
0	1	2
1	1	3
2	2	5
3	4	7

e. The occupancy restrictions as provided herein above shall remain for a period of twenty (20) years.

3. Owner covenants and agrees to hold the Properties as one economic unit. Should Owner desire to sell collectively or individually, any Parcel, the selling Owner(s) covenant(s) and agrees that any such Parcel sold shall remain under the single operation and management of all Parcels of the Properties. Prior to the sale of any Parcel, Owner shall submit to Agency: i) for Agency approval, a form of agreement to be executed by a prospective buyer of said Parcel which is consistent with the intent of the parties hereto that all Parcels be operated and managed as a single unit under an "Owners' Association Agreement", and ii) a copy of such Owners Association Agreement executed by the buyer of such sold parcel.

4. Owner shall maintain the improvements on the Properties and shall keep the Properties free from any accumulation of debris or waste materials consistent with customary practice. Owner shall further maintain any landscaping on the Properties in a healthy condition.

5. The provisions of this Agreement do not limit the right of any mortgagee or beneficiary under a deed of trust secured by any or all of the Properties to foreclose or otherwise enforce any mortgage, deed of trust or other encumbrance upon the Properties or any portion thereof, or the right of any mortgagee or beneficiary under a deed of trust to exercise any of its remedies for the enforcement of any pledge or lien upon the Properties; provided, however, that, in the event of any foreclosure under any such mortgage, deed of trust or other lien or encumbrance, or a sale pursuant to any power of sale included in any such mortgage or deed of trust, the purchaser or purchasers and their successors and assigns and the Properties shall be and shall continue to be subject to all of the conditions, restrictions and covenants contained herein.

6. The Agency and the City of Riverside ("City"), their successors and assigns, are deemed the beneficiaries of the covenants contained herein, without regard to technical classification and designation. The covenants shall run in favor of the Agency and the City, their successors and assigns, without regard to whether the Agency or City has been, remains or is an owner of any land or interest therein. No other person or entity shall have any right to enforce any of the covenants set forth herein.



7. This Agreement shall run with the land and each and all of its terms shall be binding upon the Properties and Owner, its successors, heirs and assigns, and shall continue in effect until released in writing, duly recorded by the Executive Director of the Agency, or designee, or until terminated by the provisions of this Agreement.

8. The Agency, its successors and assigns, and Owner, its successors and assigns, shall have the right to consent and agree to change or eliminate, in whole or in part, any of the covenants or restrictions contained in this Agreement without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property. The covenants and restrictions shall not benefit or be enforceable by any owner of any other real property within or outside the Project Area, or any person or entity having interest in real property.

9. There shall be no discrimination or segregation of any person, or group of persons, on account of race, religious creed, color, national origin, ancestry, age, marital status, physical disability, mental disability, medical conditions including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any conditions related thereto, sex or sexual orientation in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Properties or any part thereof, nor shall the Owner itself or any person claiming under or through them establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Properties.

10. Owner shall refrain from restricting the rental, sale or lease of the Properties on the basis of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical conditions including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any conditions related thereto, marital status, sex or sexual orientation of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds:

The grantee herein covenants, by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical conditions including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any conditions related thereto, marital status, sex or sexual orientation in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or



occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

b. In leases:

The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, and persons claiming under or through it, and this lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, national origin, ancestry, age, marital status, physical disability, mental disability, medical conditions including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any conditions related thereto, sex or sexual orientation in the leasing, subleasing, transferring, use or enjoyment of the land herein leased, nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased.

c. In contracts:

There shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical conditions including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any conditions related thereto, marital status, sex or sexual orientation in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land.

11. The covenants contained in paragraphs 9 and 10 shall continue in perpetuity.

12. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.



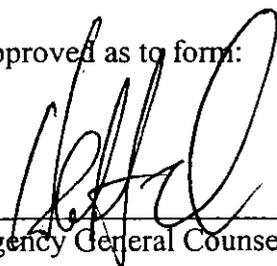
13. The terms of this Agreement may be enforced by the Agency and/or the City, their Successors or assigns. In the event of any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs.

IN WITNESS WHEREOF, the Owner has executed this Covenant and Declaration of Restrictions as of the date and year first above written.

By: _____
Robert J. Waller, as Trustee of the
Waller Family Trust dated
November 16, 1989

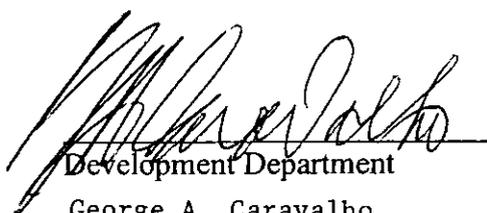
"Owner"

Approved as to form:



Agency General Counsel

Approved as to content:



Development Department
George A. Carvalho

Attest: 

Agency Secretary
Colleen J. Nicol

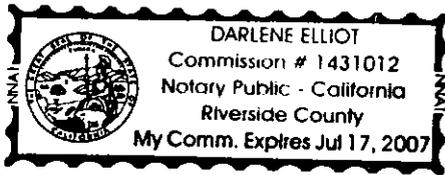


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside } ss.

On 10/24/2003 before me, Darlene Elliot
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared George A. Carvalho & Kelly Palmer
Name(s) of Signer(s)

personally known to me
 ~~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.

WITNESS my hand and official seal.

Darlene Elliot
Signature of Notary Public

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

Signer's Name: _____

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

Signer Is Representing: _____



13. The terms of this Agreement may be enforced by the Agency and/or the City, their Successors or assigns. In the event of any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs.

IN WITNESS WHEREOF, the Owner has executed this Covenant and Declaration of Restrictions as of the date and year first above written.

By: Robert J. Waller, Trustee
Robert J. Waller, as Trustee of the
Waller Family Trust dated
November 16, 1989

"Owner"

Approved as to form:

Approved as to content:

Agency General Counsel

Development Department



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Riverside)

On October 24, 2003 before me, Sh. L. Cabrera, Notary Public,
personally appeared Robert J. Waller, Trustee

personally known to me (or 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.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



This area for official notarial seal.

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S) _____ TITLE(S)
- PARTNER(S) - LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER _____

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the date requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____



CIA 857

LEGAL DESCRIPTION OF REAL PROPERTY

All that certain real property located in the City of Riverside, County of Riverside, State of California developed as follows:

PARCEL 1

LOTS 1, 2, 3, 4, 5, 12 THROUGH 23, INCLUSIVE, 31, 36, 38, 43, 44 AND 46 THROUGH 55, INCLUSIVE, OF LA SIERRA MANOR, AS SHOWN BY MAP ON FILE IN BOOK 39 PAGE(S) 35 AND 36 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM LOTS 12, 38 AND 55 THAT PORTION THEREOF CONVEYED TO THE CITY OF RIVERSIDE, A MUNICIPAL CORPORATION, BY DEED RECORDED MARCH 18, 1994 AS INSTRUMENT NO. 114451 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO, EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERALS OF EVERY KIND AND NATURE IN OR UNDER OR PRODUCED FROM BELOW 500 FEET FROM THE SURFACE OF THE PROPERTY, WITHOUT THE RIGHT OF SURFACE ENTRY ABOVE A DEPTH OF 500 FEET FROM THE SURFACE OF SAID PROPERTY, AS RESERVED BY HAYDEN WORTHINGTON AND BETTY WORTHINGTON, HUSBAND AND WIFE, AND LOUISE D. PREWITT AND ROY C. PREWITT, HUSBAND AND WIFE, IN DEED RECORDED DECEMBER 22, 1959, AS INSTRUMENT NO. 107922 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2

LOT 24 OF LA SIERRA MANOR, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 39, PAGE(S) 35 AND 36 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERALS OF EVERY KIND AND NATURE IN OR UNDER OR PRODUCED FROM BELOW 500 FEET FROM THE SURFACE OF THE PROPERTY, WITHOUT THE RIGHT OF SURFACE ENTRY ABOVE A DEPTH OF 500 FEET FROM THE SURFACE OF SAID PROPERTY, AS RESERVED BY HAYDEN WORTHINGTON AND BETTY WORTHINGTON, HUSBAND AND WIFE AND LOUISE D. PREWITT AND ROY C. PREWITT, HUSBAND AND WIFE IN DEED RECORDED DECEMBER 22, 1956, AS INSTRUMENT NO. 107922 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3

LOT 6 OF LA SIERRA MANOR, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 39,

PAGE(S) 35 AND 36 OF MAPS, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

TOGETHER WITH THAT PART OF THAT PORTION OF COLLETT AVENUE, VACATED BY RESOLUTION NO. 19122 (VACATION CASE NO. VC-002-967) BY ORDER OF THE COUNCIL OF SAID CITY, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 19, 2001 AS INSTRUMENT NO. 2001-111242 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER, TITLE TO WHICH WOULD PASS BY LEGAL CONVEYANCE OF SAID LAND;

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERAL OF EVERY KIND AND NATURE IN OR UNDER OR PRODUCED FROM BELOW 500.00 FEET FROM THE SURFACE OF THE PROPERTY WITHOUT THE RIGHT OF SURFACE ENTRY ABOVE A DEPTH OF 500.00 FEET FROM THE SURFACE OF SAID PROPERTY, AS RESERVED IN DEED RECORDED DECEMBER 22, 1959 AS INSTRUMENT NO. 10799, OF OFFICIAL RECORDS.

PARCEL 4

LOT 32 OF LA SIERRA MANOR, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 39, PAGES 35 AND 36 OF MAPS, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERALS OF EVERY KIND AND NATURE IN OR UNDER OR PRODUCED FROM BELOW 500 FEET FROM THE SURFACE OF THE PROPERTY, WITHOUT THE RIGHT OF SURFACE ENTRY ABOVE A DEPTH OF 500 FEET FROM THE SURFACE OF SAID PROPERTY, AS RESERVED BY HAYDEN WORTHINGTON AND BETTY WORTHINGTON, HUSBAND AND WIFE AND LOUISE D. PREWITT AND ROY C. PREWITT, HUSBAND AND WIFE, IN DEED RECORDED DECEMBER 22, 1959 AS INSTRUMENT NO. 10799 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 5

LOT 9, OF LA SIERRA MANOR, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 39, PAGE(S) 35 AND 36 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THEREFROM THE SOUTHEASTERLY 10 FEET;

TOGETHER WITH THAT PART OF THAT PORTION OF COLLETT AVENUE, VACATED BY RESOLUTION NO. 19122 (VACATION CASE NO. VC-002-967) BY ORDER OF THE COUNCIL OF SAID CITY, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 19, 2001, AS INSTRUMENT NO. 2001-111242 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE

(EXHIBIT "A")

(PAGE 2 OF 3)



COUNTY RECORDER, TITLE TO WHICH WOULD PASS BY LEGAL CONVEYANCE OF SAID LAND;

EXCEPT FROM LOT 9 ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERALS OF EVERY KIND AND NATURE IN OR UNDER OR PRODUCED FROM BELOW 500 FEET FROM THE SURFACE OF THE PROPERTY, WITHOUT THE RIGHT OF SURFACE ENTRY ABOVE A DEPTH OF 500 FEET FROM THE SURFACE OF SAID PROPERTY, AS RESERVED BY HAYDEN WORTHINTON AND BETTY WORTHINGTON, HUSBAND AND WIFE AND LOUISE D. PREWITT AND ROY C. PREWITT, HUSBAND AND WIFE, IN DEED RECORDED DECEMBER 22, 1959, AS INSTRUMENT NO. 107922 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 6

LOT 10 OF LA SIERRA MANOR, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 39, PAGE(S) 35 AND 36 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPT THEREFROM THE SOUTHEASTERLY 10 FEET;

EXCEPT FROM LOT 10, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERALS OF EVERY KIND AND NATURE IN OR UNDER OR PRODUCED FROM BELOW 500 FEET FROM THE SURFACE OF THE PROPERTY, WITHOUT THE RIGHT OF SURFACE ENTRY ABOVE A DEPTH OF 500 FEET FROM THE SURFACE OF SAID PROPERTY, AS RESERVED BY HAYDEN WORTHINTON AND BETTY WORTHINGTON, HUSBAND AND WIFE AND LOUISE D. PREWITT AND ROY C. PREWITT, HUSBAND AND WIFE, IN DEED RECORDED DECEMBER 22, 1959, AS INSTRUMENT NO. 107922 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

(EXHIBIT "A")

(PAGE 3 OF 3)

64-8

