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20140993269

Pages: 0011

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09/19/14 AT 10:10AM

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LEADSHEET

201409193340017

00009642607

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SEQ:
01

DAR - Counter (Upfront Scan)

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E497023

RECORDING REQUESTED BY:
The Long Beach Community
Investment Company

AND WHEN RECORDED MAIL TO:

The Long Beach Community
Investment Company
Attn: Mary Torres
333 West Ocean Boulevard, 3rd Floor
Long Beach, CA 90802

09/19/2014
20140993269

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO LOW INCOME HOUSING

This document is being rerecorded for the purpose of correcting the recording sequence order

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20140979606

Pages:
0009

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

09/16/14 AT 03:36PM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00

LEADSHEET

201409163310039

00009629570

006397541

SEQ:
01

DAR - Counter (Upfront Scan)

THIS FORM IS NOT TO BE DUPLICATED

E497482

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF LONG BEACH
333 West Ocean Blvd., 3rd Floor
Long Beach, CA 90802
ATTENTION: Meggan Sorensen

APN: 7271021901

SPACE ABOVE FOR RECORDER'S USE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO LOW INCOME HOUSING

The undersigned hereby certifies that THE LONG BEACH COMMUNITY INVESTMENT COMPANY, a California non-profit corporation ("Owner"), is the owner of that certain real property in the City of Long Beach, County of Los Angeles, State of California, commonly known as 1044 Maine Avenue, consisting of a building with eleven (11) units, and more specifically described in Exhibit "A" hereto (the "Property").

The CITY OF LONG BEACH ("City") is a recipient of federal funding provided through the Neighborhood Stabilization Program 1 ("NSP1") authorized under Division B, Title III of the Housing and Economic Recovery Act (HERA) of 2008 – Emergency Assistance for the Redevelopment of Abandoned and Foreclosed Homes. Twenty-five percent (25%) of all funds awarded under NSP1 must be used to serve persons earning less than 50% of the area median income.

City acquired the Property for the purpose of providing housing opportunities for very low-income households.

City is transferring the Property to Owner for the purpose of providing housing opportunities for very low-income senior households.

In consideration of the participation of City, in assisting with the acquisition and rehabilitation of the Property, it is hereby promised, covenanted and agreed to and with City as follows:

Section 1. Covenant. Owner declares, covenants and agrees, by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, that the Property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the covenants and restrictions hereinafter set forth, all of which are established expressly and exclusively for the use and benefit of the Property and City and of each and every person and entity who may now or in the future own the Property or any part thereof.

Section 2. Definitions.

(a) The term the "Los Angeles County median income" means an amount determined by reference to the regulations published from time to time by the United States Department of Housing and Urban Development.

(b) The term "senior household" means a unit on the Property whose (i) primary occupant is fifty-five years (55) years of age or older, and (ii) other occupants are at least eighteen (18) years of age or older or otherwise qualify for occupancy pursuant to California Civil Code Section 51.3.

(c) The term "very low-income senior households" shall mean those senior households whose income does not exceed fifty percent (50%) of the Los Angeles County median income.

(d) The term "household income" means the current adjusted gross income, as calculated for federal income tax purposes, of the household and includes the adjusted gross income similarly calculated of all persons 18 years of age or older who intend to reside permanently within the household.

Section 3. Residential Rental Property. Owner agrees that the Property is to be owned, managed and operated in perpetuity only as a project for residential rental property commencing upon the date this Declaration is recorded. Except as expressly provided in this Declaration, throughout the term of this Declaration, the Property shall be continuously occupied or held vacant and available for occupancy by very low-income senior households. Owner shall advise City upon City's request, by delivery of a certificate in writing, of the status of the occupancy of the Property.

Section 4. Record Keeping and Inspection. Owner shall obtain, complete and maintain on file income certifications from each very low-income tenant, dated immediately prior to the initial occupancy of such tenant on the Property, in a form to be approved by City's counsel, and will provide such additional information as may be required in the future by City. Owner shall verify that the income provided by an applicant in an income certification is accurate to the satisfaction of City. Owner shall obtain and maintain proof of age of all tenants and other occupants of the Property. Owner shall maintain complete and accurate records pertaining to the Property and will permit any duly authorized representative of City to inspect the books and records of Owner pertaining to the Property including, but not limited to, those records pertaining to the occupancy of the Property. City may inspect the Property during business hours in order to verify compliance with the terms and conditions of this Declaration.

Section 5. Rental Restrictions. Owner agrees to fix the rent of the Property at a level affordable to very low-income households, determined in accordance with Federal HOME Regulations, any successor thereto, and any regulations promulgated thereunder.

Section 6. Sale or Transfer of the Property. Owner covenants and agrees not to sell, transfer or otherwise dispose of the Property, or any portion of it (other than for individual tenant use as contemplated under this Declaration), without obtaining the prior written consent of City, which consent shall not be given until receipt by City of reasonable evidence satisfactory to City that the Owner's purchaser or transferee has assumed in writing and in full, the Owner's duties and obligations under this Declaration. Additionally, City shall have the right to purchase the Property from Owner at any time during the term of this Declaration upon thirty (30) days advance written notice to Owner, and after receipt of such notice Owner shall promptly execute any and all documents necessary to effect such transfer from Owner to City.

Section 8. Maintenance of the Property. Owner agrees to maintain the Property in neat and attractive condition.

Section 9. Transfers in Violation of Declaration. Until such time as this Declaration is released by City, the Property and any interest in title to it shall not be conveyed, rented or otherwise transferred to any person or entity except as provided in this Declaration. Any conveyance, or other transfer in violation of the terms of this Declaration shall be voidable at the election of City.

Section 11. Compliance with Law. This Declaration and Owner's performance hereunder shall at all times comply with the provisions of NSP1 and any and all regulations promulgated thereunder.

Section 12. Amendments. This Declaration may be amended or modified by City, acting at its sole discretion, upon the written request of Owner.

Section 13. Covenant to Run with Land. The covenants contained in this Declaration shall run with the land and shall be binding upon any future owners, encumbrances, their successors, heirs or assigns.

Section 14. Defaults. If Owner defaults in the performance or observance of any covenant, agreement or obligation of the Owner provided in this Declaration, and if such default remains uncured for a period of thirty (30) days after notice of the default has been given by City (or, in the event the default cannot be cured in thirty (30) days, Owner has not commenced and diligently pursued to cure. the default until completely cured), City shall declare an "Event of Default" to have occurred, and, at its option, may take any one or more of the following steps:

(a) by mandamus or other suit, action or proceeding at law or equity, require the Owner to perform its obligations and covenants under this Declaration or enjoin any acts or things which may be unlawful or in violation of the rights of City under this Declaration;

(b) have access to and inspect, examine and make copies of all books and records of the Owner pertaining to the Property; or

(c) take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreement of City under this Declaration.

Section 15. Independent and Severable Provisions. In the event that any provision of this Declaration is held by a court of competent jurisdiction to be unenforceable or invalid, such holding shall not render unenforceable any other provision of this Declaration, each provision being expressly severable and independently enforceable to the fullest extent permitted by law.

Section 16. Further Assurances and Recordations. Owner covenants that upon the request of City, it will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and agreements and do such further acts as may be necessary, desirable, or proper to carry out more effectively the purpose of this Declaration and other instruments required under this Declaration.

Section 17. No Waiver. No waiver by City of any breach by Owner of any covenants, restriction, or condition contained in this Declaration' shall be effective unless such waiver is in writing, signed by City's City Manager and delivered to the Owner. Any waiver by City of any covenant, restriction, or condition contained in this Declaration, or the failure by City to exercise any right or remedy with respect to any breach or breaches, shall not constitute a waiver or relinquishment for the future or any rights regarding subsequent sales, or of any such covenant or condition nor bar any right or remedy of City in respect to any subsequent breach.

Section 18. Nondiscrimination. Owner covenants by and for itself, its heirs, executors, administrators 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 the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, AIDS-related condition, age, marital status, disability or handicap, or Vietnam Era veteran status in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Owner, 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 or sublessees in the Property

Section 19. Attorneys' Fees. In the event of any dispute between the parties to this Declaration arising out of or relating to this Declaration or a breach thereof, the prevailing party shall be entitled to recover reasonable expenses, attorneys' fees and costs.

Section 20. Notices. Any notice to be given under this Declaration, or otherwise, may be given by enclosing the same in a sealed envelope, addressed to the party intended to receive the same, at its address and by depositing the same in the U. S. Postal Service, as regular mail, postage prepaid. When so given, notice will be effective from the time of mailing of the notice. For these purposes, unless otherwise provided in writing, the address of City and the proper person to receive any notices on its behalf is the City

Manager, 333 West Ocean Boulevard, 13th Floor, Long Beach, CA 90802, and the address of the Owner is 333 West Ocean Boulevard, 3rd floor, Long Beach, CA 90802.

THE LONG BEACH COMMUNITY INVESTMENT COMPANY, a California non-profit corporation

9-12-, 2014

By Casey Patrick Ure
Name CASEY PATRICK URE
Title VICE PRESIDENT

_____, 2014

By _____
Name _____
Title _____

"Owner"

CITY OF LONG BEACH, a municipal corporation

9/12, 2014

By A Bodek
Name AMY J. BODEK
Title DIRECTOR OF DEVELOPMENT SERVICES

"City"

Approved as to form this 4 day of September, 2014.

CHARLES PARKIN, City Attorney

By: _____
Deputy

ACKNOWLEDGMENT

State of California
County of Los Angeles)

On September 12, 2014 before me, Heather N. Vega, Notary Public
(insert name and title of the officer)

personally appeared Casey Patrick Ure,
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.

HEATHER N. VEGA
Commission # 2061406
Notary Public - California
Los Angeles County
My Comm. Expires Mar 16, 2018

Signature Heather N. Vega (Seal)

ACKNOWLEDGMENT

State of California
County of Los Angeles)

On Sept. 12, 2014 before me, Heather N. Vega, Notary Public
(insert name and title of the officer)

personally appeared Amy J. Bodek.
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.

HEATHER N. VEGA
Commission # 2061406
Notary Public - California
Los Angeles County
My Comm. Expires Mar 16, 2018

Signature Heather N. Vega (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain property located in the City of Long Beach, County of Los Angeles, State of California more particularly described as follows:

LOT 6 IN BLOCK "H" OF KNOLL PARK, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 89 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, LYING BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED OR EXCEPTED IN A DEED RECORDED MARCH 11, 1944 AS INSTRUMENT NO. 193 OF OFFICIAL RECORDS.