

**RECORDING REQUESTED BY:
LAWYERS TITLE**

DOC # 2022-0094516

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Page 1 of 31

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 6103

Order No.

Escrow No.

Loan No.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Riverside

3403 Tenth Street, Suite #300

Riverside, CA 92501

Attn. Mervyn Manalo

**This document was electronically submitted
to the County of Riverside for recording**

Received by: TERESA #134

SPACE ABOVE THIS LINE FOR RECORDERS USE

PLHA PROGRAM

COVENANT AGREEMENT

(15427 Sheila Street, Moreno Valley, CA)

This PLHA Program Covenant Agreement (15427 Sheila Street) (this "Covenant" or "Agreement") is made and entered into as of the day of January 25, 2022 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY"), and RIVERSIDE HOUSING DEVELOPMENT CORPORATION, a California nonprofit public benefit corporation ("BORROWER").

RECITALS

WHEREAS, BORROWER owns that certain real property including any improvements located thereon, located at 15427 Sheila Street, Moreno Valley, CA, Assessor's Parcel Numbers 486-091-013 and 486-091-014, described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference (the "Property");

WHEREAS, COUNTY and BORROWER entered into that certain Loan Agreement for the Use of PLHA Program Funds (15427 Sheila Street) dated January 25, 2022 and recorded in the Official Records of the County of Riverside ("Official Records") concurrently herewith (the "PLHA Loan Agreement" or "Agreement") which provides for, among other things, acquisition and rehabilitation on the Property of an existing multi-family apartment complex and related

Lawyers Title Company
has recorded this document as
an ACCOMMODATION ONLY. It has
not been examined for regularity,
sufficiency, or effect on the title
to the property therein described.

See attached Exhibit "A" for complete legal

Page 1 of 27 ✕ Exempt from fee per GC27388.1 due to ✕
the maximum fees being paid on
documents in this transaction

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PLHA Covenant Agreement

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1 amenities consisting of four (4) 2-bedroom units (each, a “Unit,” collectively, the “Units”). The
2 acquisition of the Property and the rehabilitation of the Units and such other improvements as
3 specified in the PLHA Loan Agreement shall be referred to herein as the “Project.” Capitalized
4 terms not defined herein shall have the meaning ascribed to them in the PLHA Loan Agreement;

5 WHEREAS, the State of California (the “State”), Department of Housing and
6 Community Development (“HCD”) issued a Notice of Funding Availability (“NOFA”), dated
7 February 26, 2020, to provide approximately \$195,000,000 under the Permanent Local Housing
8 Allocation (“PLHA”) Program through its Entitlement and Non-entitlement Local Government
9 Formula Component from the Building Homes and Jobs Trust Fund for assistance to Local
10 Governments pursuant to Health and Safety Code section 50470 et seq. and Senate Bill (SB) 2
(Chapter 364, Statutes of 2017);

11 WHEREAS, to implement the PLHA Program, HCD adopted and issued the HCD 2019
12 PLHA Final Guidelines (“Guidelines” or “PLHA Guidelines”);

13 WHEREAS, the PLHA Program (as hereinafter defined) provides a permanent source of
14 funding to all local governments in the State of California to help implement plans to increase
15 the affordable housing stock;

16 WHEREAS, the County is an eligible local government for the program to administer
17 one or more eligible activities, including on behalf of other local governments that have
18 delegated to the County submission of an application and administration of their respective
19 PLHA formula allocations;

20 WHEREAS, HCD approved a funding allocation to the County for the PLHA Program,
21 subject to the terms and conditions of the PLHA Statutes, Guidelines, NOFA, a Standard
22 Agreement and applicable rules and regulations imposed by HCD on PLHA funding recipients
(collectively, the “PLHA Program”);

23 WHEREAS, pursuant to the PLHA Program, the County and HCD entered into that
24 certain Standard Agreement (20-PLHA-15170) dated October 5, 2020, including Exhibits A, B,
25 C, D and E (collectively, the “PLHA Standard Agreement”), which allocates PLHA funding to
26 the County for use in the City of Moreno Valley (“City”), where the Property is located;

1 WHEREAS, BORROWER is an experienced developer of affordable housing that has
2 among its purposes the provision of decent housing that is affordable to low income persons; and

3 WHEREAS, in consideration of a loan of PLHA funds, BORROWER has agreed to
4 restrict approximately forty nine percent (49%) of the Units in the Project not occupied by a
5 manager or two (2) Units to rental to and occupancy by qualified low- and very low-income
6 households consistent with the PLHA Program requirements and as set forth more specifically
7 below.

8 NOW, THEREFORE, in consideration of the PLHA Loan funds and the mutual
9 covenants and agreements set forth herein and in the PLHA Loan Agreement, and for other good
10 and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
11 BORROWER, on behalf of itself and its successors, assigns, and each successor in interest to the
12 Property or any part thereof, hereby declares as follows:

13 1) RESTRICTIONS. The recitals set forth above are true and correct and
14 incorporated herein. This Covenant shall continue in full force and effect for the later of (i)
15 fifty-five (55) years from the recordation of the Notice of Completion for the last building for
16 which rehabilitation is completed for the Project on the Property, or (ii) July 1, 2079 ("Term"
17 or "Affordability Period"). For the duration of the Term, the Property shall be held, sold and
18 conveyed, subject to the following covenants, conditions, and restrictions:

- 19 a) BORROWER hereby covenants and agrees to restrict approximately forty nine
20 percent (49%) of the Units not occupied by a manager or two (2) of the Units
21 rehabilitated on the Property to rental to and occupancy by qualified Low- and
22 Very Low Income Households (collectively, "Affordable Units" or "Restricted
23 Units") in accordance herewith. The Affordable Units shall consist of two (2) 2-
24 bedroom units (900 square feet each). At least twenty percent (20%) of the
25 Affordable Units or one (1) Affordable Unit (consisting of one 2 - bedroom unit)
26 shall be restricted to occupancy by a Very Low Income Household. The
27 remaining Affordable Unit or one (1) Affordable Unit (consisting of one 2 -

1 bedroom unit) shall be rented to and occupied by a Low Income Household. For
2 purposes hereof:

3 (i) "Household" is one or more persons occupying an Affordable Unit.

4 (ii) "Low Income" has the meaning set forth in HSC Section 50079.5, which
5 is a household whose incomes does not exceed 80% of the area median
6 income, adjusted for actual family size.

7 (iii) "Very Low Income" has the meaning set forth in HSC Section 50105,
8 which is a household whose incomes does not exceed 50% of the area
9 median income, adjusted for actual family size.

10 (iv) "area median income" shall refer to the most recent area median family
11 income published by HCD for Riverside County, available at the
12 following link: [https://www.hcd.ca.gov/grants-funding/income-](https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml)
[limits/state-and-federal-income-limits.shtml](https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml).

13 b) The Affordable Units shall be rented to and occupied by Very Low and Low
14 Income Households at an Affordable Rent in compliance with the Multifamily
15 Housing Program ("MHP") guidelines Section 7312 and the Section 7301
16 definition of "Affordable Rent." Maximum income and Affordable Rent shall be
17 determined in accordance with subsection d) below. COUNTY shall review and
18 approve proposed rents prior to entry into leases for occupancy of the Affordable
19 Units by BORROWER. BORROWER shall ensure the Affordable Units are
20 rented to qualified applicants at the described rent levels herein during the
21 Affordability Period. The maximum monthly allowances for utilities and services
22 (excluding telephone) shall not exceed the utility allowance as described in c)
23 below.

24 c) Utility Allowance: For Projects not receiving financing from tax credits,
25 BORROWER shall use the most currently available Utility Allowances published
26 by the Housing Authority of the County of Riverside to establish maximum
27 monthly allowances for utilities and services in calculating Affordable Rents.

Projects assisted with tax credits shall use the California Utility Allowance Calculator (CUAC) published annually by the Treasurer of the State of California. The CUAC and use instructions can be found at: <https://www.treasurer.ca.gov/ctcac/cuac/index.asp>.

d) Income and Affordable Rent limitations for Very Low Income Households and Low Income Households must be calculated in accordance with the Multifamily Housing Program (MHP) as required by the PLHA Program. BORROWER shall utilize the most recently available "MHP Income and Rent Calculator" published by HCD, available on the following web page: <https://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>

e) PLHA Loan Documents. This Covenant Agreement, the PLHA Loan Agreement, PLHA Note, PLHA Deed of Trust, the Environmental Indemnity and any other agreement entered into by COUNY and BORROWER in connection with the Project shall collectively be referred to herein as the "PLHA Loan Documents." BORROWER shall comply with the terms and conditions of the PLHA Loan Documents, any other agreements evidencing financing for the Project, and any instrument secured against the Property. BORROWER shall strictly comply with all requirements of the PLHA Program.

2) SENIOR PRIORITY. Notwithstanding anything to the contrary contained in the PLHA Loan Agreement, including any of its attachments, if required by financing for the Project, this Covenant may be recorded in a second priority lien position junior to the deed of trust securing any bank loan and senior to the PLHA Loan Agreement.

3) COMPLIANCE WITH LAWS AND REGULATIONS. During the Term of this Covenant, BORROWER, for itself and on behalf of its successors and assigns, shall insure that the Project is constructed in accordance with and operated in compliance with the PLHA Program and all applicable federal, state and local laws, regulations and ordinances, including, but not limited to the following: all laws, ordinances, statutes, codes, rules, resolutions, regulations, policy statements, orders, and decrees (including, without limitation,

those relating to land use, subdivision, zoning, environmental, labor relations, prevailing wage, and building and fire codes) of the United States, the State of California, the County or any other political subdivision in which the Property is located or which exercises jurisdiction over the BORROWER or the construction, maintenance, management, use, or operation of the Project.

4) TENANT PROTECTIONS. BORROWER shall provide protection to the tenants of the Affordable Units as follows:

a) Provide written lease agreement for not less than one year, unless by mutual agreement between the tenant and BORROWER. COUNTY shall review the initial form of the lease agreement prior to BORROWER executing any leases and, provided that BORROWER uses the approved lease form, BORROWER shall be permitted to enter into residential leases without COUNTY's prior written consent.

b) Prohibited Lease Terms. The rental agreement/lease may not contain any of the following provisions:

- (1) *Agreement to be sued*. Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of BORROWER in a lawsuit brought in connection with the lease.
- (2) *Treatment of property*. Agreements by tenant that BORROWER may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. BORROWER may dispose of this personal property in accordance with State law.
- (3) *Excusing BORROWER from responsibility*. Agreement by the tenant not to hold BORROWER or BORROWER's agents legally

1 responsible for any action or failure to act, whether intentional or
2 negligent.

3 (4) *Waiver of notice.* Agreement of the tenant that BORROWER may
4 institute a lawsuit without notice to the tenant.

5 (5) *Waiver of legal proceeding.* Agreement by the tenant that the
6 BORROWER may evict the tenant or household members without
7 instituting a civil court proceeding in which the tenant has the
8 opportunity to present a defense, or before a court decision on the
rights of the parties.

9 (6) *Waiver of a jury trial.* Agreement by the tenant to waive any right
10 to a trial by jury.

11 (7) *Waiver of right to appeal court decision.* Agreement by the tenant
12 to waive the tenant's right to appeal, or to otherwise challenge in
13 court, a court decision in connection with the lease.

14 (8) *Tenant chargeable with cost of legal actions regardless of*
15 *outcome.* Agreement by the tenant to pay attorneys' fees or other
16 legal costs even if the tenant wins in a court proceeding by
17 BORROWER against the tenant. The tenant, however, may be
obligated to pay costs if the tenant loses.

18 (9) *Mandatory supportive services.* Agreement by the tenant (other
19 than a tenant in transitional housing) to accept supportive services
20 that are offered.

21 c) Violence Against Women Reauthorization Act of 2013. (Pub. L.
22 113-4, 127 Stat. 54) ("VAWA 2013"). VAWA 2013 reauthorizes and amends the
23 Violence Against Women Act of 1994, as previously amended, (title IV, sec. 40001-
24 40703 of Pub. L. 103-322, 42 U.S.C. 13925 et seq.) VAWA 2013, among other
25 things, bars eviction and termination due to a tenant's status as a victim of domestic
26 violence, dating violence, or stalking, and requires landlords to maintain survivor-

1 tenant confidentiality. VAWA 2013 prohibits a tenant who is a survivor of domestic
2 violence, dating violence, sexual assault, and stalking from being denied assistance,
3 tenancy, or occupancy rights based solely on criminal activity related to an act of
4 violence committed against them. It extends housing protections to survivors of
5 sexual assault, and adds "intimate partner" to the list of eligible relationships in the
6 domestic violence definition. Protections also now cover an "affiliated individual,"
7 which includes any lawful occupant living in the survivor's household, or related to
8 the survivor by blood or marriage including the survivor's spouse, parent, brother,
9 sister, child, or any person to whom the survivor stands in loco parentis. VAWA
10 2013 allows a lease bifurcation so a tenant or lawful occupant who engages in
11 criminal activity directly relating to domestic violence, dating violence, sexual
12 assault, or stalking against an affiliated individual or other individual, or others may
13 be evicted or removed without evicting or removing or otherwise penalizing a victim
14 who is a tenant or lawful occupant. If victim cannot establish eligibility,
15 BORROWER must give a reasonable amount of time to find new housing or
16 establish eligibility under another covered housing program. A Notice of Rights
17 under VAWA 2013 for tenants must be provided at the time a person applies for
18 housing, when a person is admitted as a tenant of a housing unit, and when a tenant
19 is threatened with eviction or termination of housing benefits. Tenants must request
20 an emergency transfer and reasonably believe that they are threatened with imminent
21 harm from further violence if the tenant remains in the same unit. The provisions of
22 VAWA 2013 that are applicable to HCD programs are found in title VI of VAWA
23 2013, which is entitled "Safe Homes for Victims of Domestic Violence, Dating
24 Violence, Sexual Assault, and Stalking." Section 601 of VAWA 2013 amends
25 subtitle N of VAWA (42 U.S.C. 14043e et seq.) to add a new chapter entitled
26 "Housing Rights."

24 5) USE OF PROPERTY; CONSTRUCTION OF IMPROVEMENTS. During the
25 Affordability Period, BORROWER covenants and agrees to use the Property solely for the
26
27

1 construction and operation of the Project in accordance with the PLHA Loan Documents, and
2 to rehabilitate the Units located in the Project in a timely manner and in accordance with the
3 Schedule of Performance attached to the PLHA Loan Agreement. The proceeds of the
4 PLHA Loan shall be used solely for construction of the Units, and not in connection with any
5 non-residential facilities, services or activities.

6 6) MAINTENANCE OF THE IMPROVEMENTS. BORROWER, on behalf of
7 itself and its successors, assigns, and each successor in interest to the Property and Project or
8 any part thereof hereby covenants to and shall protect, maintain, and preserve the Property in
9 compliance with all applicable federal and state law and regulations and local ordinances. In
10 addition, BORROWER, its successors and assigns, shall maintain the improvements on the
11 Property in the same aesthetic and sound condition (or better) as the condition of the Property
12 at the time of the recordation of the Notice of Completion for the Project, reasonable wear
13 and tear excepted. This standard for the quality of maintenance of the Property shall be met
14 whether or not a specific item of maintenance is listed below. However, representative items
15 of maintenance shall include frequent and regular inspection for graffiti or damage or
16 deterioration or failure, and immediate repainting or repair or replacement of all surfaces,
17 fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal of
18 litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved areas
19 and washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in
20 a healthy and attractive condition, including trimming, fertilizing and replacing vegetation as
21 necessary; cleaning windows on a regular basis; painting the buildings on a regular program
22 and prior to the deterioration of the painted surfaces; conducting a roof inspection on a
23 regular basis and maintaining the roof in a leak-free and weather-tight condition; maintaining
24 security devices in good working order. In the event BORROWER, its successors or assigns
25 fails to maintain the Property in accordance with the standard for the quality of maintenance,
26 the COUNTY or its designee shall have the right but not the obligation to enter the Property
27 upon reasonable notice to BORROWER, correct any violation, and hold BORROWER, or

1 such successors or assigns responsible for the cost thereof, and such cost, until paid, shall
2 constitute a lien on the Property.

3 7) STRUCTURAL MODIFICATIONS. In order to protect and maintain the
4 architectural and structural integrity of the Project, no structural modification will be made to
5 the Project without a validly issued building permit in accordance with the requirements of
6 the County of Riverside Ordinances. Any application for a building permit pursuant to this
7 section and in connection with a proposed exterior modification to the Project shall be
8 accompanied by elevations and plans depicting the proposed modifications.

9 8) NONDISCRIMINATION. BORROWER shall not discriminate on the basis of
10 race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the
11 solicitation, selection, hiring or treatment of any contractors or consultants, to participate in
12 subcontracting/subconsulting opportunities. BORROWER understands and agrees that
13 violation of this clause shall be considered a material breach of this Agreement and may
14 result in termination, debarment or other sanctions. This language shall be incorporated into
15 all contracts between BORROWER and any contractor, consultant, subcontractor,
16 subconsultants, vendors and suppliers. BORROWER shall comply with the provisions of the
17 California Fair Employment and Housing Act (Government Code Sections 12900 et seq.),
18 the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended, and all Administrative Rules
19 and Regulations issued pursuant to said Acts and Orders with respect to its use of the
20 Property.

21 BORROWER herein covenants by and for itself, its successors and assigns, and all
22 persons claiming under or through them, that this Covenant is made and accepted upon and
23 subject to the following conditions: There shall be no discrimination against or segregation of
24 any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section
25 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1,
26 subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of
27 the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment
of the Property, nor shall the transferee itself or any person claiming under or through him or her,

1 establish or permit any such practice or practices of discrimination or segregation with reference
2 to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants,
3 or vendees of the Property.

4 BORROWER, its successors and assigns, shall refrain from restricting the rental, sale, or
5 lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex,
6 sexual orientation, marital status, national origin, or ancestry of any person. Every deed, lease,
7 and contract entered into with respect to the Property, or any portion thereof, after the date of this
8 Agreement shall contain or be subject to substantially the following nondiscrimination or
9 nonsegregation clauses:

10 a) In deeds: "The grantee herein covenants by and for himself or herself, his
11 or her heirs, executors, administrators, and assigns, and all persons claiming under or
12 through them, that there shall be no discrimination against or segregation of, any person
13 or group of persons on account of any basis listed in subdivision (a) or (d) of Section
14 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1,
15 subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section
16 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy,
17 tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person
18 claiming under or through him or her, establish or permit any practice or practices of
19 discrimination or segregation with reference to the selection, location, number, use or
20 occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein
21 conveyed. The foregoing covenants shall run with the land."

22 b) In leases: "The lessee herein covenants by and for himself or herself, his
23 or her heirs, executors, administrators, and assigns, and all persons claiming under or
24 through him or her, and this lease is made and accepted upon and subject to the following
25 conditions: That there shall be no discrimination against or segregation of any person or
26 group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955
27 of the Government Code, as those bases are defined in Sections 12926, 12926.1,
subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section

1 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy,
2 tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself,
3 or any person claiming under or through him or her, establish or permit any such practice
4 or practices of discrimination or segregation with reference to the selection, location,
5 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the
6 premises herein leased.”

7 c) In contracts: “There shall be no discrimination against or segregation of
8 any person or group of persons, on account of any basis listed in subdivision (a) or (d) of
9 Section 12955 of the Government Code, as those bases are defined in Sections 12926,
10 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and
11 Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use,
12 occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person
13 claiming under or through him or her, establish or permit any such practice or practices of
14 discrimination or segregation with reference to the selection, location, number, use, or
15 occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land.”

16 In addition to the obligations and duties of BORROWER set forth herein, BORROWER
17 shall, upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including
18 administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or
19 defending any discrimination claim brought by any third party and/or local, state or federal
20 government entity, arising out of or in connection with the Agreement or this Covenant.

21 9) INSURANCE. Without limiting or diminishing the BORROWER’S obligation
22 to indemnify or hold the COUNTY harmless, BORROWER shall procure and maintain or
23 cause to be maintained by Borrower or its general contractor for the Project (“General
24 Contractor”), at its sole cost and expense, the following insurance coverage's during the term
25 of this Agreement. As respects to the insurance section only, the COUNTY herein refers to
26 the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their
27 respective directors, officers, Board of Supervisors, employees, elected or appointed
officials, agents or representatives as Additional Insureds.

1 a) Builder's All Risk (Course of Construction) Insurance. BORROWER
2 shall cause General Contractor to provide a policy of Builder's All Risk (Course of
3 Construction) insurance coverage including (if the work is located in an earthquake or
4 flood zone or if required on financed or bond financing arrangements) coverage for
5 earthquake and flood, covering the COUNTY, BORROWER, General Contractor and
6 every subcontractor, of every tier, for the entire Project, including property to be used in
7 the construction of the work while such property is at off-site storage locations or while
8 in transit or temporary off-site storage. Such policy shall include, but not be limited to,
9 coverage for fire, collapse, faulty workmanship, debris removal, expediting expense, fire
10 department service charges, valuable papers and records, trees, grass, shrubbery and
11 plants. If scaffolding, false work and temporary buildings are insured separately by the
12 General Contractor or others, evidence of such separate coverage shall be provided to
13 County prior to the start of the work. Such policy shall be written on an all risk basis and
14 a completed value form. Such policy shall cover the full insurable value. Such policy
15 shall also provide coverage for temporary structures (on-site offices, etc.), fixtures,
16 machinery and equipment being installed as part of the work. BORROWER shall require
17 that General Contractor shall be responsible for any and all deductibles under such
18 policy. Upon request by COUNTY, BORROWER, on behalf of General Contractor,
19 shall declare all terms, conditions, coverages and limits of such policy. Such policy shall
20 name the COUNTY as a loss payee as their interest may appear. If the County so
21 provides, in its sole discretion, the All Risk (Course of Construction) insurance for the
22 Project, then BORROWER shall cause General Contractor to assume the cost of any and
23 all applicable policy deductibles (currently, \$50,000 per occurrence) and shall insure its
24 own machinery, equipment, tools, etc. from any loss of any nature whatsoever.

25 b) Worker's Compensation Insurance. If the BORROWER or General
26 Contractor have employees as defined by the State of California, the BORROWER or
27 General Contractor, as applicable, shall maintain statutory Workers' Compensation
Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall

1 include Employers' Liability (Coverage B) including Occupational Disease with limits
2 not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive
3 subrogation in favor of The County of Riverside. Policy shall name the COUNTY as
4 Additional Insureds.

5 c) Commercial General Liability Insurance. BORROWER shall maintain
6 Commercial General Liability insurance coverage, including but not limited to, premises
7 liability, unmodified contractual liability, products and completed operations liability,
8 personal and advertising injury, and cross liability coverage, covering claims which may
9 arise from or out of BORROWER'S performance of its obligations hereunder. Policy
10 shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be
11 less than \$2,000,000 per occurrence combined single limit. If such insurance contains a
12 general aggregate limit, it shall apply separately to this agreement or be no less than two
(2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

13 d) Vehicle Liability Insurance. If vehicles or mobile equipment are used in
14 the performance of the obligations under this Agreement, then BORROWER shall
15 maintain liability insurance for all owned, non-owned or hired vehicles so used in an
16 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance
17 contains a general aggregate limit, it shall apply separately to this agreement or be no less
18 than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional
Insureds.

19 e) General Insurance Provisions – All Lines.

20 1) Any insurance carrier providing insurance coverage hereunder shall
21 be admitted to the State of California and have an A M BEST rating of not less than A:
22 VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager.
23 If the County's Risk Manager waives a requirement for a particular insurer such waiver is
only valid for that specific insurer and only for one policy term.

24 2) The BORROWER, or Borrower on behalf of General Contractor,
25 must declare its insurance self-insured retention for each coverage required herein. If any
26
27

1 such self-insured retention exceed \$500,000 per occurrence each such retention shall
2 have the prior written consent of the County Risk Manager before the commencement of
3 operations under this Agreement. Upon notification of self-insured retention unacceptable
4 to the COUNTY, and at the election of the County's Risk Manager, BORROWER'S or
5 General Contractor's, as applicable, carriers shall either; 1) reduce or eliminate such self-
6 insured retention as respects this Agreement with the COUNTY, or 2) procure a bond
7 which guarantees payment of losses and related investigations, claims administration, and
8 defense costs and expenses.

9 3) BORROWER shall cause BORROWER'S and General Contractor's
10 insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed
11 original Certificate(s) of Insurance and certified original copies of Endorsements
12 effecting coverage as required herein, and 2) if requested to do so orally or in writing by
13 the County Risk Manager, provide original Certified copies of policies including all
14 Endorsements and all attachments thereto, showing such insurance is in full force and
15 effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of
16 the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to
17 the County of Riverside prior to any material modification, cancellation, expiration or
18 reduction in coverage of such insurance. If BORROWER or General Contractor's
19 insurance carrier(s) policies do not meet the minimum notice requirement found herein,
20 BORROWER shall cause BORROWER'S or General Contractor's insurance carrier(s) to
21 furnish a 30 day Notice of Cancellation Endorsement.

22 4) In the event of a material modification, cancellation, expiration, or
23 reduction in coverage, this Agreement shall terminate forthwith, unless the County of
24 Riverside receives, prior to such effective date, another properly executed original
25 Certificate of Insurance and original copies of endorsements or certified original policies,
26 including all endorsements and attachments thereto evidencing coverage's set forth
27 herein and the insurance required herein is in full force and effect. Neither BORROWER
nor General Contractor shall commence operations until the COUNTY has been

1 furnished original Certificate (s) of Insurance and certified original copies of
2 endorsements and if requested, certified original policies of insurance including all
3 endorsements and any and all other attachments as required in this Section. An individual
4 authorized by the insurance carrier to do so on its behalf shall sign the original
5 endorsements for each policy and the Certificate of Insurance.

6 5) It is understood and agreed to by the parties hereto that the
7 BORROWER'S or General Contractor's insurance, as applicable, shall be construed as
8 primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured
9 retention's or self-insured programs shall not be construed as contributory.

10 6) If, during the term of this Agreement or any extension thereof, there
11 is a material change in the scope of services; or, there is a material change in the
12 equipment to be used in the performance of the scope of work; or, the term of this
13 Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY
14 reserves the right to adjust the types of insurance and the monetary limits of liability
15 required under this Agreement, if in the County Risk Management's reasonable judgment,
16 the amount or type of insurance carried by the BORROWER has become inadequate.

17 7) BORROWER shall pass down the insurance obligations contained
18 herein to all tiers of subcontractors working under this Agreement.

19 8) The insurance requirements contained in this Agreement may be met
20 with a program(s) of self- insurance acceptable to the COUNTY.

21 9) BORROWER agrees to notify COUNTY on behalf of itself and
22 General Contractor of any claim by a third party or any incident or event that may give
23 rise to a claim arising from the performance of this Agreement.

24 10) HOLD HARMLESS/INDEMNIFICATION. BORROWER shall indemnify and
25 hold harmless the County of Riverside, its Agencies, Districts, Boards, Special Districts and
26 Departments, their respective directors, officers, elected and appointed officials, employees,
27 agents and representatives (individually and collectively hereinafter referred to as
"Indemnitees") from any claim, liability, costs or fees (including, but not limited to,

attorneys' fees and costs, costs of investigation, defense and settlements or awards), resulting from any act or failure to act of BORROWER, its officers, employees, subcontractors, agents or representatives, in connection with, arising out of or in any way relating to this Agreement, the PLHA Loan Documents or the Project, including, but not limited to, property damage, bodily injury, death or any other claim or liability of any kind or nature whatsoever. BORROWER shall defend the Indemnitees, at BORROWER's sole expense, in any claim or action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein, BORROWER shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BORROWER's indemnification obligation to Indemnitees as set forth herein. BORROWER's obligation hereunder shall be satisfied when BORROWER has provided to COUNTY the appropriate form of dismissal relieving the Indemnitees from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe BORROWER's obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve BORROWER from indemnifying the Indemnitees to the fullest extent allowed by law. The indemnification set forth in this paragraph shall survive the expiration or earlier termination of this Covenant.

11) NOTICES. All Notices provided for in this Covenant shall be deemed received when personally delivered, or two (2) days following mailing by certified mail, return receipt requested. All mailing shall be addressed to the respective parties at their addresses set forth below, or at such other address as each party may designate in writing and give to the other party:

COUNTY

Assistant Director, Housing
Riverside County
Economic Development Agency
3403 Tenth Street, Suite #300
Riverside, CA 92501

BORROWER

Riverside Housing Development Corp.
4250 Brockton Avenue
Riverside, CA 92501
Attn: Bruce Kulpa

12) REMEDIES. COUNTY shall have the right, in the event of any breach of any of the terms and conditions of the Covenant, to exercise all available rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

13) TERM. The non-discrimination covenants, conditions and restrictions contained in this Covenant shall remain in effect in perpetuity. Every other covenant, condition and restriction contained in this Covenant shall continue in full force and effect for the Term, as defined in **Section 1** of this Covenant.

14) NOTICE AND CURE. Prior to exercising any remedies hereunder, the COUNTY shall give BORROWER notice of such default pursuant to the Notice section above. Any monetary default shall be cured within ten (10) days of delivery of written notice. Except as otherwise set forth herein, if a non-monetary default is reasonably capable of being cured within thirty (30) days of delivery of such notice of default, BORROWER shall have such period to effect a cure prior to exercise of remedies by COUNTY. If the non-monetary default is such that it is not reasonably capable of being cured within thirty (30) days of delivery of such notice of default, and BORROWER (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then BORROWER shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the COUNTY; but in no event no later than sixty (60) days from delivery of such notice of default. COUNTY, upon providing BORROWER with any notice of default under this Covenant, shall, within a reasonable time, provide a copy of such default notice to a Permitted Lender (as defined in Section 19 below) or limited partner, if any, who has given written notice to COUNTY of its

1 interest in the Property and Project. From and after such notice has been delivered to a
2 Permitted Lender and the Owner's limited partner, if any, such Permitted Lender or limited
3 partner shall have the same period for remedying the default complained of as the cure period
4 provided to BORROWER pursuant to this Section 14. COUNTY shall accept performance
5 by a Permitted Lender or limited partner as if the same had been done by BORROWER.

6 If a violation of any of the covenants or provisions of this Covenant remains uncured
7 after the respective time period set forth in this Section 14, COUNTY and its successors and
8 assigns, without regard to whether COUNTY or its successors and assigns is an owner of
9 any land or interest therein to which these covenants relate, may institute and prosecute any
10 proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted
11 violation or to compel specific performance by BORROWER of its obligations hereunder.
12 No delay in enforcing the provisions hereof as to any breach or violation shall impair,
13 damage or waive the right of any party entitled to enforce the provisions hereof or to obtain
14 relief against or recover for the continuation or repetition of such breach or violations or any
15 similar breach or violation hereof at any later time.

15 15) SALE, ASSIGNMENT OR TRANSFER OF THE PROJECT OR PROPERTY.

16 BORROWER hereby covenants and agrees not to sell, transfer, assign or otherwise dispose
17 of the Project, the Property or any portion thereof, without obtaining the prior written consent
18 of COUNTY, which such consent may be granted or withheld in its discretion. Upon
19 application for and such, sale transfer or assignment, BORROWER shall demonstrate that the
20 proposed transferee is reasonably capable of performing and complying with BORROWER's
21 duties and obligations under the PLHA Loan Documents, including this Covenant. Any sale,
22 assignment, or transfer of the Project or Property shall be memorialized in an assignment and
23 assumption agreement, the form and substance of which shall have been first approved in
24 writing by the COUNTY, in its discretion. Such assignment and assumption agreement shall,
25 among other things, provide that the transferee has assumed in writing and in full,
26 BORROWER's duties and obligations under the PLHA Loan Documents, including this
27

1 Covenant, provided, however BORROWER shall not be released of its obligations under the
2 PLHA Loan Documents, including this Covenant.

3 16) AMENDMENTS OR MODIFICATIONS. This Covenant may be changed or
4 modified only by a written amendment signed by authorized representatives of both parties.

5 17) GOVERNING LAW; VENUE; SEVERABILITY. This Covenant shall be
6 governed by the laws of the State of California. Any legal action related to the performance
7 or interpretation of this Covenant shall be filed only in the Superior Court of the State of
8 California located in Riverside, California, and the parties waive any provision of law
9 providing for a change of venue to another location. In the event any provision in this
10 Covenant is held by a court of competent jurisdiction to be invalid, void, or unenforceable,
11 the remaining provisions will nevertheless continue in full force without being impaired or
invalidated in any way

12 18) BINDING EFFECT. The rights and obligations of this Covenant shall bind and
13 inure to the benefit of the respective heirs, successors and assigns of the parties.

14 19) PERMITTED MORTGAGES. No violation or breach of the covenants,
15 conditions, restrictions, provisions or limitations contained in this Covenant shall defeat or
16 render invalid or in any way impair the lien or charge of any deed of trust or mortgage
17 permitted by the PLHA Loan Agreement or the lien or charge of a deed of trust made by
18 BORROWER for the benefit of any lender first approved in writing by the COUNTY (each,
19 a "Permitted Lender") and nothing herein or in the PLHA Loan Agreement shall prohibit or
20 otherwise limit the exercise of a Permitted Lender's rights and remedies thereunder,
including a foreclosure or deed-in-lieu of foreclosure and subsequent transfer thereafter.

21 20) COVENANT RUNS WITH PROPERTY. In accordance with California Civil
22 Code Section 1461 et seq., all conditions, covenants and restrictions contained in this
23 Covenant shall be covenants running with the land. The Housing Authority of the County of
24 Riverside ("Housing Authority") and COUNTY shall be deemed the beneficiaries of the
25 covenants, conditions and restrictions of this Covenant both for and in their own rights and
26 for the purposes of protecting the interests of the community. The covenants, conditions, and
27

1 restrictions shall run in favor of the Housing Authority and COUNTY, without regard to
2 whether the Housing Authority or COUNTY has been, remains, or is an owner of any land or
3 interest therein in the Property.

4 21) SEVERABILITY. In any event that any provision, whether constituting a
5 separate paragraph or whether contained in a paragraph with other provisions, is hereafter
6 determined to be void and unenforceable, it shall be deemed separated and deleted from the
7 agreement and the remaining provisions of this Agreement shall remain in full force and
8 effect.

9 22) MANAGEMENT. BORROWER shall be responsible for the operation of the
10 Project either by direct management or by contracting its managerial functions to a third
11 party property manager reasonably acceptable to COUNTY ("Property Manager"). The
12 Property Manager will be charged with managing the Project on behalf of the BORROWER.
13 COUNTY shall have the right to review and approve, which approval shall not be
14 unreasonably withheld, conditioned or delayed, any such entity and agreement therefor prior
15 to its selection by the BORROWER. BORROWER shall include in any such property
16 management agreement a provision providing for the termination of the agreement in the
17 event that the Property Manager violates any federal, state or local health and safety laws and
18 regulations which are not cured within thirty (30) days following the giving of notice of such
19 violations by COUNTY or any other governmental entity; provided, however, that in the case
20 of a violation that cannot be cured within such thirty (30) day period, that such cure shall be
21 commenced within thirty (30) days of notification and shall be diligently prosecuted to
22 completion not later than sixty (60) days after notification. BORROWER, its successors and
23 assigns, upon notice from COUNTY, shall indemnify, hold harmless and pay any costs and
24 fees (including administrative and attorneys' fees) incurred by COUNTY or the Indemnitees
25 in connection with responding to or defending any discrimination claim brought by any third
26 party and/or local, state or federal government entity, arising out of or in connection with the
27 Project and/or this Agreement.

1 23) COMPLIANCE WITH APPLICABLE LAWS. BORROWER shall carry out
2 the design, construction and operation of the Project in conformity with all applicable
3 federal, state and local laws, ordinances, statutes, codes, rules, resolutions, regulations, policy
4 statements, orders, and decrees including without limitation, all applicable labor and
5 employment laws and standards, laws regarding hazardous substances, laws regarding the
6 acceptance or rejection of tenants and/or the termination of any tenancy, zoning and
7 development standards, building, plumbing, mechanical and electrical codes, and all other
8 provisions of the Code of Ordinances of Riverside County, and all applicable disabled and
9 handicapped access requirements, including without limitation the Americans With
10 Disabilities Act, 42 U.S.C. § 12101, et seq., as currently exists or as may be amended from
11 time to time, Government Code § 4450, et seq., as currently exists or as may be amended
12 from time to time, Government Code § 11135, et seq., as currently exists or as may be
13 amended from time to time, and the California Building Standards Code, Health and Safety
14 Code § 18900, et seq. as currently exists or as may be amended from time to time.

14 24) PROJECT MONITORING AND EVALUATION.

15 a) Tenant Checklist. BORROWER shall submit a "Tenant Checklist Form"
16 to COUNTY, in such form as may be required by COUNTY, and may from time to time
17 be revised by COUNTY, summarizing the racial/ethnic composition, number and
18 percentage of Very Low and Low Income Households who are tenants of the Affordable
19 Units. The Tenant Checklist Form shall be submitted upon completion of the
20 construction and thereafter, on a semi-annual basis on or before March 31 and
21 September 30. BORROWER shall maintain financial, programmatic, statistical and
22 other supporting records of its operations and financial activities in accordance with the
23 requirements of the COUNTY and the PLHA Program, and shall provide such records to
24 COUNTY at least annually. Except as otherwise provided for in this Covenant and in
25 the PLHA Loan Agreement, BORROWER shall maintain and submit records to
26 COUNTY within ten (10) business days of COUNTY's request which clearly
27 documents BORROWER's performance under each requirement of the PLHA Program.

1 b) Inspections. During the period of affordability, COUNTY may perform
2 on-site inspections of the rental housing included in the Project to determine compliance
3 with applicable State and local health, safety, and other applicable codes, ordinances,
4 and requirements, and the ongoing property standards established by the participating
5 jurisdiction and to verify the information submitted by the BORROWER.

6 c) Written Selection Policies. BORROWER shall adopt written selection
7 policies and criteria that are approved in writing by COUNTY prior to entering into any
8 lease for an Affordable Unit in the Project, which selection policies shall be subject to
9 all applicable laws, including, if applicable, Section 42 of the Internal Revenue Code:

10 1) Are consistent with the purpose of providing housing for Very
11 Low Income Households and Low Income Households.

12 2) Are reasonably related to program eligibility and the applicants'
13 ability to perform the obligations of the lease.

14 3) Provide for:

15 (A) The selection of tenants from a written waiting list in the
16 chronological order of their satisfaction of all eligibility requirements,
17 insofar as is practicable; and

18 (B) The prompt written notification to any rejected applicant
19 of the grounds for any rejection;

20 4) To the extent permitted by law, provide first priority in the
21 selection of otherwise eligible tenants to persons displaced by COUNTY (if any);
22 and

23 5) Carry out the affirmative marketing procedures of COUNTY, to
24 provide information and otherwise attract eligible persons from all racial, ethnic and
25 gender groups in the housing market area. BORROWER and COUNTY shall
26 cooperate to effectuate this provision during the BORROWER's initial lease-up of
27 the Affordable Units and as vacancies occur.

1 d) Income Requirements and Certification. Prior to leasing an Affordable
2 Unit and annually thereafter, BORROWER, at its sole expense, shall or shall cause the
3 Property Manager, if any, engaged to manage the Project to certify the eligibility of each
4 tenant applicant as a Very Low Income Household or Low Income Household in
5 accordance with the PLHA Program. The BORROWER shall complete such
6 certification on forms as may be reasonably required by COUNTY (which may include
7 provision to COUNTY of any reporting forms required by California Tax Credit
8 Allocation Committee (CTCAC)). Gross income calculations for prospective (and
9 continuing) tenants shall be determined in accordance with the PLHA Program and
10 applicable California law. BORROWER shall cause the Property Manager to submit
11 such income certification, verification and such additional information as may
12 reasonably be required by COUNTY, HCD or, if applicable, CTCAC. Such supporting
13 documentation shall include, for each member of the household eighteen (18) years old
14 or older, copies of documentation and verification procedures as required by California
15 law or Section IV of CTCAC's Compliance Online Reference Manual, as may be
16 amended from time to time by CTCAC and currently located at -
17 <https://www.treasurer.ca.gov/ctcac/compliance/manual/manual.pdf>. BORROWER and
18 COUNTY agree and acknowledge that COUNTY may require such additional
19 information, if any, required to comply with the PLHA Program and/or applicable
20 California law regarding affordable housing.

21 e) Submission of Audited Financial Statements. BORROWER shall
22 prepare and obtain an audited annual financial statement for the Project for each
23 calendar year (the "Annual Audited Financial Statements") ending after completion of
24 the development of the Project. By no later than the April 1st following the year in
25 which final certificate of occupancy for the Project is issued, BORROWER shall submit
26 such Annual Audited Financial Statements to COUNTY for the immediately preceding
27 calendar year. Thereafter, by no later than each April 1st, BORROWER shall submit
Annual Audited Financial Statements to COUNTY for the immediately preceding year.

1 f) Monitoring Fee. BORROWER covenants and agrees to pay a
2 Monitoring Fee on an annual basis in compliance herewith, and to prepare and submit
3 all reports required by this Covenant or any other PLHA Loan Document no later than
4 April 1 of each year during the Affordability Period, commencing on the first April 1
5 following the completion of construction of the Project. For purposes hereof,
6 "Monitoring Fee" means an annual fee in the amount of One Hundred Dollars (\$100)
7 per Unit (increased annually by an amount equal to the increase of the Consumer Price
8 Index (CPI) for the Los Angeles-Riverside-Orange County, CA area) constructed in the
9 Project, payable on April 1 of each year during the Affordability Period commencing on
10 the first April 1 after the construction of the Project is complete.

11 25) ACCESS TO PROJECT SITE. Representatives of the COUNTY shall have the
12 right of access to the Property, upon 24 hours' written notice to BORROWER (except in the
13 case of an emergency, in which case COUNTY shall provide such notice as may be practical
14 under the circumstances), without charges or fees, during normal business hours to review
15 the operation of the Project in accordance with this Covenant and the PLHA Loan
16 Agreement.

17 26) COUNTERPARTS. This Covenant may be signed by the different parties
18 hereto in counterparts, each of which shall be an original, but all of which together shall
19 constitute one and the same agreement.

20 27) RECITALS. The Recitals set forth above are true and correct and incorporated
21 herein by this reference.

22 28) ENTIRE UNDERSTANDING. This Covenant and the PLHA Loan Documents
23 contain the entire understanding and agreement of the parties hereto. There are no oral or
24 written representations, understandings, or ancillary covenants, undertakings or agreements,
25 which are not contained or expressly referred to within this Covenant, and the PLHA Loan
26 Documents, including all amendments and modifications thereto.

27 [remainder of page intentionally blank]

(SIGNATURES ON THE NEXT PAGE)

IN WITNESS WHEREOF, COUNTY and BORROWER have executed this Covenant as of the dates written below.

COUNTY:

County of Riverside, a political
Subdivision of the State of California

BORROWER:

Riverside Housing Development
Corporation, a California nonprofit public benefit
corporation

By: Heidi Marshall
Heidi Marshall, Director
Department of Housing and
Workforce Solutions

By: _____
Bruce Kulpa, President & CEO

Date: 2/15/2022

Date: _____

~~ATTEST:
KECIA HARPER-HEM
Clerk of the Board~~

~~By: _____~~

APPROVED AS TO FORM:
GREGORY P. PRIAMOS, County Counsel
~~Clerk of the Board~~

By: Amrit Dhillon /s/ Amrit Dhillon
Amrit Dhillon, Deputy County Counsel

COUNTY and BORROWER
(Signatures need to be notarized)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

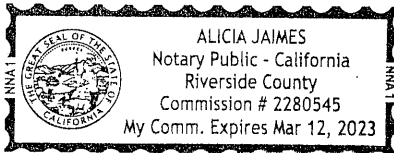
State of California

County of Riverside }

On 2/15/2022 before me, Alicia Jaimes, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Heidi Marshall
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 Alicia Jaimes
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

IN WITNESS WHEREOF, COUNTY and BORROWER have executed this Covenant as of the dates written below.

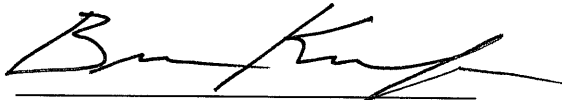
COUNTY:

County of Riverside, a political
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Riverside Housing Development
Corporation, a California nonprofit public benefit
corporation

By: _____
Heidi Marshall, Director
Department of Housing and
Workforce Solutions

By: 
Bruce Kulpa, President & CEO

Date: _____

Date: 1/28/22

~~ATTEST:
KECIA HARPER-JHEM
Clerk of the Board~~

~~By: _____~~

APPROVED AS TO FORM:
GREGORY P. PRIAMOS, County Counsel
~~Clerk of the Board~~

By: _____
Amrit Dhillon, Deputy County Counsel

COUNTY and BORROWER
(Signatures need to be notarized)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of RIVERSIDE)

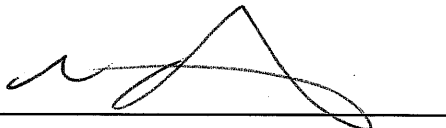
On 1/28/22 before me, Ian Castro, Notary Public
(insert name and title of the officer)

personally appeared BRUCE KULPA,
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)



GOVERNMENT CODE 27361.7

**I CERTIFY UNDER PENALTY OF PERJURY THAT THIS MATERIAL IS A TRUE COPY OF
THE ORIGINAL MATERIAL CONTAINED IN THE DOCUMENT:**

Riverside
1/28/22
Bruce Kulpa

DATE: 2-25-22

Simplifile Inc.



Signature: Jodi Groves

Place of Execution: Riverside, CA

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The land referred to in this report is situated in the County of Riverside, State of California, described as follows:

LOT 10 AND THE NORTH HALF OF LOT 11 OF TRACT NO. 2995, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 52, PAGES 99 AND 100 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSESSOR'S PARCEL NUMBER: 486-091-013 and 486-091-014