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Recording Requested by and
When Recorded Mail to:

CITY OF RIVERSIDE
3900 Main Street
Riverside, CA 92522
Attn: City Clerk

SPACE ABOVE THIS LINE
FOR RECORDING USE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Covenant") is made and entered into this ____ day of _____ 2017, by **PATH OF LIFE MINISTRIES, INC.**, a California nonprofit religious corporation ("POL") and **THE CITY OF RIVERSIDE**, a California charter city and municipal corporation ("City") with reference to the following facts:

RECITALS

A. POL is the fee owner of the real property located at 2840 Hulen Place, Riverside, California, Assessor's Parcel No. 210-130-026 and legally described in Exhibit "A" attached hereto and incorporated within by reference ("Property").

B. Since 2005, POL has operated a homeless shelter on the Property. The City provided financial support through its Community Development Block Grant program, which support is evidenced by a promissory note and Deed of Trust recorded on July 11, 2005 as instrument no. 2005-0553525 ("Deed of Trust").

C. In connection with the financial support by the City, POL is required to comply with certain terms and conditions.

D. POL, by this document, agrees to comply with the terms, conditions and covenants imposed by the City which restrictions, conditions, covenants and agreements all are for the benefit of the Property. Further, this Covenant will serve to put future property owners on notice of the terms, conditions, restrictions, covenants and agreements.

NOW, THEREFORE, POL covenants, agrees, and declares for itself, its successors, and its assigns that the Property shall be held, used, maintained, and transferred pursuant to the terms of this Covenant and the conditions contained herein as follows.

COVENANTS AND RESTRICTIONS

1. **Restrictions Run With the Land.** The restrictions (“Restrictions”) set forth herein are limitations on the ownership and use of the land as provided in Civil Code § 784. The Restrictions are made for the direct benefit of the Property, and shall run with the land and be binding upon POL, its successors and assigns. These Restrictions benefit, and may be enforced by the City of Riverside and its respective successors or assigns. POL expressly acknowledges and agrees that these Restrictions and this Covenant are reasonable restraints on Grantee’s right to own, use, maintain, and transfer the Property and any estate or interest therein and are not and shall not be construed to be an unreasonable restraint on alienation.

2. **Use of the Property.** The Property shall be used and operated by POL to further homeless services and for uses incidental to conducting said operations, and for no other use. POL shall use the Property in a professional manner, thereby acting with respect for others and maintaining a high standard of behavior. This shall include POL’s employment and retention of such personnel, whether paid or volunteers, as may be required, to operate a Homeless Shelter (“Shelter”) consistent with local, State and Federal laws. During all times that POL operates shelter, the Shelter shall operate as set forth in the Conditional Use Permit under Planning Case P04-1083, as modified (“CUP”). A minimum of fifteen (15) beds shall be reserved for the City and will be managed by the City’s Homeless Outreach Team, as defined in an Emergency Beds Reservation Agreement to be approved by the City and POL.

3. **Change in Use.** So long as the Deed of Trust is outstanding, POL shall not change the use of the Property as a Shelter without the written permission of the City.

4. **Conditional Use Permit.** POL shall comply with all of the terms and conditions of the CUP, and as modified from time to time.

5. **Religious Activities.** POL hereby represents and warrants that during the term of this Covenant, it will not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services offered at the Property. If POL conducts such activities, the activities must be offered separately, in time and location, from the programs or services provided for at the Property, and participation must be voluntary for the beneficiaries of the programs or services offered. It is acknowledged that POL may continue to carry out its mission, including the definition, practice and expression of its religious beliefs, provided that it does not use any funds received from the City to support any inherently religious activities, such as worship, religious instruction or proselytization.

6. **Security.** POL shall implement a security plan to insure the security of the Shelter’s clients as well as the surrounding properties, all as set forth and required under the CUP, as modified from time to time. The plan shall include, but not be limited to the following:

(a) Security personnel (which may be staff) shall be present during intake and release for crowd control;

(b) Said security personnel shall be clearly identifiable and dedicated to crowd control during the specific hours of intake and release;

(c) All Shelter clients when entering the Shelter will be physically searched for drugs, alcohol and weapons;

(d) The Shelter area will be gated;

(e) Security cameras will be located around the Property for community protection and will be monitored twenty-four (24) hours a day;

(f) All Shelter clients will be screened immediately during intake and assessment to see if they are parolees or probationers and individuals with violations will be reported to the authorities for further action;

(g) The Shelter shall offer an escort service for business employees who wish to be walked to their cars; and

(h) POL shall work with local law enforcement to insure that any issues impacting the community are immediately addressed.

7. **Maintenance of the Property.** POL covenants and agrees for itself and its successors and assigns, that it will, at its sole cost and expense: (i) maintain the appearance and safety of the Property (including all improvements, fixtures, and landscaping) in good order, condition, and repair, and free from the accumulation of trash, waste materials, and other debris; (ii) remove all graffiti placed upon the Property (including all improvements, fixtures, and landscaping) within seventy-two (72) hours of its appearance; (iii) maintain in good order, condition and repair, properly functioning landscape irrigation systems on the Property; and (iv) remove and promptly replace all dead or diseased landscaping material on the Property.

8. **Notice and Right to Cure Defaults.** In the event of a default of this Covenant, the City shall provide POL with written notice of said default and an opportunity to cure said default. POL shall have fifteen (15) days in which to cure said default. Should POL require more than fifteen (15) days to cure said default, POL shall notify the City, in writing, for the reasons requiring additional time, but in no event shall the additional time exceed thirty (30) days. Should POL fail to cure the default within the required time, the City or its agents, employees and contractors shall have the right, but not the obligation, to enter upon the Property without further notice and to take such actions as are necessary to cure the default. POL shall reimburse the City for all costs associated with cure of the default (including but not limited to, staff services, administrative costs, legal services, and third party costs), within fifteen (15) days after service of a written notice by the City. If POL fails to pay within the time provided, such costs shall be a lien upon the Property, as provided by California Civil Code § 2881, and shall be deemed a default under the Deed of Trust. The City may enforce and foreclose such lien in any manner legally allowed.

9. **Subordination.** City understands that from time to time POL may seek to obtain a line of credit secured by the Property. City will work with POL to subordinate the City's Deed of Trust, but only to the extent the City's security is not affected by said subordination.

10. **Audit.** Every two (2) years POL shall hire, at POL's sole cost and expense, an independent auditor, which auditor shall be subject to the City's written consent, which consent shall not be unreasonably withheld, to monitor POL's compliance with this Covenant.

11. **Nondiscrimination.** POL covenants and agrees for itself and its successors and assigns, that all persons employed by or applying for employment by it, and all subcontractors, vendors, and volunteers are and will be treated equally and POL shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, POL agrees to conform to the requirements of the Americans with Disabilities Act.

12. **Compliance with Laws.** POL shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect POL, the Property or in any way affect the performance of services by POL. POL shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. The City shall not be responsible for informing POL of such laws or changes to such laws.


13. **Duration.** This Covenant shall remain in effect in perpetuity until released by written document, signed by the parties and recorded with the Riverside County Recorder.

IN WITNESS WHEREOF, the parties have caused this Covenant to be executed the day first written above.


CITY OF RIVERSIDE

PATH OF LIFE MINISTRIES

By _____
Name:
Its:

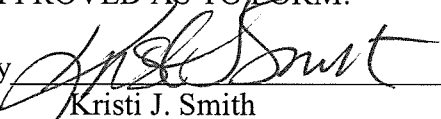
By 
Name: Damien O Farrell
Its: CEO

Attested to:

By 
Name: Erin Phillips
Its: Board Chair

By _____
Colleen J. Nicol
City Clerk

APPROVED AS TO FORM:

By 
Kristi J. Smith
Chief Assistant City Attorney

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)
)ss
COUNTY OF RIVERSIDE)

On JUNE 8, 2017, before me, SHERYN LEE SMAY, Notary Public
personally appeared DAUIEN OFARRELL 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.

Sheryn Smay
Notary Signature



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)
)ss
COUNTY OF RIVERSIDE)

On JUNE 8, 2017, before me, SHERYN LEE SMAY, Notary Public
personally appeared ERIN PHILLIPS 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.

Sheryn Smay
Notary Signature



EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"
LEGAL DESCRIPTION

Address: 2840 Hulen Place
A.P.N.: 210-130-026

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel 5 of Parcel Map No. 22083, as shown by map on file in Book 155, Pages 36 and 37 of Parcel Maps, Records of Riverside County, California.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

Curtis C. Stephens 6/8/17 Prep. (Signature)
Curtis C. Stephens, L.S. 7519 Date

