

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Ontario
City Clerks Department
303 E. B Street
Ontario, California 91764
Attn: City Clerk

APN: 104122112

[Free Recording Requested
Government Code §6103]

**AGREEMENT CONTAINING COVENANTS
AFFECTING REAL PROPERTY**

RECITALS:

A. **WHEREAS**, _____, is/are the owner(s) (“Owner”) of real property commonly known as _____ Ontario, California, which property is described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Property”); and

B. **WHEREAS**, in connection with the execution of this Agreement, Owner has received a grant (“Grant”) from the City of Ontario, California (“City”) for improvement of the Property.

NOW, THEREFORE, in consideration for the Grant, the receipt of which is hereby acknowledged, Owner covenants and agrees as follows:

ARTICLE 1 – MAINTENANCE REQUIREMENTS

1.1 **Maintenance of Property.** In addition to satisfying the maintenance and repair requirements in Chapter 22 of the Ontario Municipal Code, Owner shall, at its sole cost and expense, maintain and repair the Property and any improvements, including, but not limited to, the buildings, fencing, parkways, landscaping, driveways, garages, carports, and lighting. The Property and improvements must be kept in first-class condition and repair and in a safe and sanitary condition.

1.2 **Exterior Maintenance.**

(a) **Exterior.** Owner must maintain all buildings, patios, balconies, walls, fences and yard areas, including parkways. Owner must ensure that no buildings or other structures have broken windows or are abandoned, boarded up, partially destroyed, or left partially constructed. All exterior, painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking, peeling, and defacing marks. Owner must ensure that no broken or discarded furniture or household appliances or equipment, packing boxes, lumber, trash, dirt, or other debris are stored on the Property for any period exceeding one (1) week and that trash cans, bins, and containers are stored in areas not visible from public streets or common areas.

(b) **Graffiti Removal.** All graffiti, and defacement of any type must be removed and any necessary painting or repair completed within the earlier of seventy-two (72) hours of their creation or within forty-eight (48) hours after notice to Owner from City.

(d) **Landscaping.** Owner shall adequately and appropriately landscape and maintain all exterior areas of the Property that are not buildings, driveways, or walkways. Landscaping shall meet minimum standards set by the City. Owner shall ensure that the front, back and side yards and parkways do not have any of the following: (i) lawns in excess of six (6) inches in height; (ii) ground cover in excess of eighteen (18) inches in height; (iii) untrimmed or unpruned hedges, trees, or shrubbery; (iv) dead or dying trees, shrubbery, lawns or other plant life; or (v) inoperative irrigation or sprinkler systems.

Landscaping must be maintained by Owner regardless of whether the Property is part of any City improvement plan, including, but not limited to the Ontario CARES Program (Code Enforcement, Arterial Street Improvement, Re-Leaf Program, Exterior Improvement Program, Sidewalk Program --Safe Route to School). Owner shall be responsible for any costs associated with landscaping and maintenance of large lawn areas and parkways resulting from Owner's participating in an improvement plan and with the obligations described in subsections (d) above.

ARTICLE 2 – NON-DISCRIMINATION

2.1 **Non-discrimination Covenants.** Neither Owner nor its successors and assigns shall discriminate against any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Owner or its successors and assigns establish or permit any practice of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee, or vendees in the Property.

2.2 **Non-discrimination Clauses.** Owner shall not restrict the rental, sale or lease of the Property on the basis of race, color, creed, religion, sex, marital status, familial status, disability, national origin or ancestry of any person. All such deeds, leases, or contracts shall contain substantially the following non-discrimination or non-segregation clauses:

(a) **In deeds:** “The grantee herein covenants by and for himself or herself, his or her 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 account of race, color, creed, religion, sex, marital status, familial status, disability, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, 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, sublessee 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 himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, familial status, disability, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, 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, sublessee or vendees in the premises herein leased.”

ARTICLE 3 - TERM

The term of this Agreement shall be for ten (10) years from the date of recordation in the Official Records of the County of San Bernardino; however, the non-discrimination covenants set forth in Article 2 shall never expire and shall run in perpetuity.

ARTICLE 4 – SUCCESSORS AND ASSIGNS

The covenants and restrictions set forth in this Agreement shall run with the land and shall bind Owner, its executors, administrators, successors, and assigns. Each and every contract, deed or other instrument hereafter executed covering or conveying all or some portion of the Property shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in the contract, deed or other instrument.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 **Event of Default and Remedies.** If Owner fails to perform or delays in performing any covenant, condition, or provision of this Agreement, City shall give written notice of default to Owner, explaining the basis for the default. Any failure or delay by City in giving notice or asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies, nor shall it change the time of default or deprive City of its right to take any action which it may deem necessary to protect, assert, or enforce any its rights or remedies.

Upon receipt of written notice of default, Owner shall immediately commence to cure such default and shall complete such cure within thirty (30) days from the date of receipt of the notice or within a longer period if the nature of the default is such that more than thirty (30) days is required to cure such default, provided that, in any event, such cure must be completed within ninety (90) days from the date of receipt of the notice. Failure to cure such default within the

prescribed time shall constitute an “Event of Default.” Upon an Event of Default, City may seek to remedy the default by any and all means of enforcement permitted by law.

5.2 **Nuisance**. Any default, breach, or violation of this Agreement is hereby declared to be and constitutes a nuisance and may be abated pursuant to the Ontario Municipal Code and state law.

5.4 **Costs of Repair**. The costs of any repairs or maintenance conducted by City, including a reasonable administrative charge, shall be paid promptly by Owner upon demand and, if unpaid after fifteen (15) days, shall become a lien against the Property.

5.5 **Cumulative Remedies**. The remedies herein provided for breach of the covenants contained in this Agreement shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

5.6 **Failure to Enforce**. The failure to enforce any of the covenants contained in this Agreement shall not constitute a waiver of the right to enforce the same thereafter.

ARTICLE 6 - NOTICE

Notice to Owner under this Agreement shall be made in writing and shall be served personally or by U.S. Mail, first-class, postage prepaid, to the address of the Property. Notice served personally shall be effective upon receipt and notice served by mail shall be deemed effective three (3) days after deposit in the U.S. Mail, postage prepaid.

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year written below.

OWNER(S)

Date: _____ **Signed by:** _____

Print Name: _____

Date: _____ **Signed by:** _____

Print Name: _____

Date: _____ **Signed by:** _____

Print Name: _____

EXHIBIT "A"

LEGAL DESCRIPTION

That certain property in the City of Ontario, County of San Bernardino, State of California as follows:

LOT 13 OF TRACT NO. IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS PER PLAT THEREOF RECORDED IN BOOK 40, PAGES OF SAID COUNTY

SAMPLE ONLY