

Return to Urban
Renewal Agency
100 Santa Rosa Ave.
Santa Rosa, California

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for and on behalf of the Urban Renewal
Agency of the City of Santa Rosa pursuant
to Section 6103 of the Government Code.

Office of the Urban Renewal Agency
of the City of Santa Rosa

By: *James J. Burns*

H 75063

URBAN RENEWAL AGENCY
of the
CITY OF SANTA ROSA, CALIFORNIA

RE-RECORDED TO
SHOW EXHIBIT "A")
MADE AT REQUEST OF Urban Renewal SANTA ROSA CENTER PROJECT NO. 1
15 MIN. PAST 12 M. MM
Records of Sonoma County, Calif.

(Calif. R-45)

County Recorder

JUN 9 1972

Declaration of Restrictions

Fee Paid. Date

Conditions, Covenants, Restrictions and Easements affecting property
contained in the redevelopment project area known as Santa Rosa Center
Project No. 1, Phase Two.

THIS DECLARATION, made this 8th day of May, 1972
by the Urban Renewal Agency of the City of Santa Rosa, hereinafter called
the "Renewal Agency"; and by the undersigned owners.

WITNESSETH

WHEREAS, the Renewal Agency and the other undersigned parties are the
owners of certain parcels of land comprising redevelopment sites in
that certain Redevelopment Area in the City of Santa Rosa, County of
Sonoma, covered by the amended Redevelopment Plan approved by the Agency
by Resolution No. 437, on the 3rd day of March, 1970, and adopted by
the City Council by Ordinance No. 1439, on the 10th day of March, 1970,
the project contemplated by said Redevelopment Plan being officially
designated as the Santa Rosa Center Project No. 1 (Calif. R-45); and,

WHEREAS, the Community Redevelopment Law of the State of California
requires generally that adequate safeguards be imposed so that the
work of redevelopment will be carried out pursuant to the Redevelopment
Plan and provides for the retention of controls and the establishment of
restrictions and covenants running with the land sold or leased for
private use; and

WHEREAS, for the purpose of providing adequate safeguards so that
the work of redevelopment will be carried out pursuant to the Redevelop-
ment Plan and to insure the best use and the most appropriate development
and improvement of each building site thereof; and to protect the owners
of building sites against such improper use of surrounding building sites
as will depreciate the value of their property; and to guard against
the erection thereon of poorly designed or constructed structures; and
to insure the highest and best development of said property; and to
prevent the haphazard improvement of building sites; and to secure
and maintain proper setbacks from streets and adequate open space between
structures; and in general to provide adequately for a high type
and quality of improvement on said property, and thereby to enhance

RECORDED AT REQUEST OF Urban Renewal
AT 37 MIN. PAST 2 P. M.
Official Records of Sonoma County, Calif.

County Recorder

Fee Paid. Date

MAY 15 1972

H 70216

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the value of investments made by purchasers of property therein, the Agency is desirous of subjecting the real property hereinafter described to the restrictions, covenants and reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof and which shall inure to the benefits of said property and for each owner thereof and pass with said property and each and every parcel thereof and shall apply to and bind the successors in interest and any owner thereof;

NOW, THEREFORE, the Urban Renewal Agency of the City of Santa Rosa hereby declares that the real property described and referred to in Clause I hereof, is and shall be held, transferred, sold, and conveyed subject to the conditions, restrictions, easements, liens and charges hereinafter set forth.

CLAUSE I

Property Subject to this Declaration

The real property, a description of which is attached hereto as Exhibit "A", which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants and reservations, easements, liens and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of the Declaration is located in the City of Santa Rosa, County of Sonoma, and is more particularly described in the Redevelopment Plan for Santa Rosa Center Project No. 1.

CLAUSE II

This Declaration is made under and in aid of the official Redevelopment Plan for Santa Rosa Center Project (Calif. R-45), as adopted on December 5, 1961, by Ordinance No. 1036 and subsequently amended by Ordinances numbered 1127, 1191, 1237 & 1439, of the City of Santa Rosa. Reference is made to said Plan on file in the office of the Urban Renewal Agency of the City of Santa Rosa, and in the office of the City Clerk, City of Santa Rosa, a true copy of which has been recorded in the office of the Recorder of Sonoma County, State of California, prior to the disposition of land in the Project area by the Agency, as provided in Section 27295 of the Government Code of the State of California.

CLAUSE III

Land Use

All land in the Project area described above shall be held, conveyed, and used subject to and in accordance with the land use plan contained in Section C of the official Redevelopment Plan referred to above and it is expressly understood that said Section C is incorporated into these restrictions as though set out in full herein.

CLAUSE IV

Review of Plans

All preliminary architectural and site plans and the final plans and specifications for the construction of buildings and improvements on the land shall be submitted to the Urban Renewal Agency for review and approval. These plans shall be in sufficient detail to enable the Urban Renewal Agency to make a determination as to the compliance of the plans with these restrictions and with the Redevelopment Plan for the Project area. The Urban Renewal Agency shall examine these plans and they shall be deemed approved unless formal rejection, setting forth in detail the reasons therefore, shall be made within sixty (60) days of their submission. The provisions of the preceding sentence shall likewise apply to any amended or corrected plans.

If these plans conform with the provisions of the Redevelopment Plan and these restrictions, then such plans shall be formally approved and no further filing or approval shall be required from the Renewal Agency. Thereafter, any changes required by lending institutions or the Federal Housing Administration, or like agency, may be made providing they are not contrary to or in conflict with these restrictions and with the Redevelopment Plan.

CLAUSE V

Maintenance

All buildings and improvements constructed in the Project area shall be maintained in compliance with the laws of the State of California and the Ordinances and Regulations of the City of Santa Rosa.

CLAUSE VI

Nondiscriminatory Provisions

There shall be no discrimination against or segregation of any person or group of persons on account of race, creed, color, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of any premises in the Project area nor shall any owner himself or any persons claiming through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees or vendees in any premises in the Project area.

CLAUSE VII

General Provisions

1. Term

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 40 years for all areas designated for residential development and 35 years for all other uses permitted by the Plan, from October 6, 1967, which is the date the original Declaration of Restrictions was recorded, except the provision contained in Clause VI shall run with the land in perpetuity. These covenants may be extended for successive periods of 10 years by an instrument agreeing to such extension or extensions signed by a majority of the then owners of the building sites and recorded.

2. Enforcement

In the event of any breach of any of the covenants contained herein, it shall be the duty of the Renewal Agency to endeavor immediately to remedy such breach. In the case of failure so to remedy such breach, or in advance thereof, if in the judgment of the Renewal Agency circumstances so warrant, such breach shall be enjoined or abated by appropriate proceedings brought by the Renewal Agency. Such responsibility on the part of the Renewal Agency shall continue until such time as the Redevelopment Plan has been carried out.

Any owner or owners, singly or collectively, of any real property in the Project area covered by these restrictions may, at any time, prosecute any proceedings in law or in equity in the case of any violation or attempt to violate any of the covenants contained herein.

3. Variances

Where, owing to special conditions, a literal enforcement of these restrictions in regard to the physical standards and requirements as set forth in the Redevelopment Plan and incorporated by reference in these restrictions would result in unnecessary hardship, involve practical difficulties, or would constitute an unreasonable limitation beyond the spirit and purposes of these restrictions, the Renewal Agency may, upon appeal in specific cases, authorize such variation or modification of the terms of these restrictions as will not be contrary to law, the requirements of the Redevelopment Plan and the public interest.

4. Foreclosure and Enforcement of Liens

The provisions of this Declaration of Restrictions do not limit the right of obligees to foreclose or otherwise enforce

any mortgage, deed of trust, or other encumbrance upon the property or the right of obligee to pursue any remedies for the enforcement of any pledge or lien upon the property; provided, however, that in the event of a foreclosure sale under any such mortgage, deed of trust, or other lien or encumbrance, or a sale pursuant to any power of sale contained in any such mortgage or deed of trust, the purchaser or purchasers and their successors and assigns, and the property, shall be, and shall continue to be subject to all of the conditions, restrictions and covenants herein provided for.

5. Amendment

If at any time the Redevelopment Plan is amended in any manner as is now or hereafter permitted by law, this Declaration of Restrictions may be amended accordingly.

6. Dissolution

In the event that the Agency shall be dissolved or its designation changed by or pursuant to law prior to carrying out the Redevelopment Plan, its powers, duties, rights, and functions under this Declaration of Restrictions shall be transferred by or pursuant to any applicable provisions of such law.

7. Separability of Provisions

If any provision of this Declaration of Restrictions or the application of such provision to any owner or owners or parcel of land shall be held invalid, the validity of the remainder of this Declaration of Restrictions and the applicability of such provision to any other owner or owners or parcel of land shall not be affected thereby.

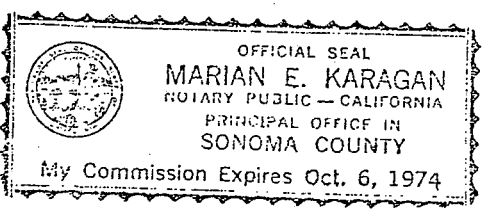
APPROVED AND ADOPTED THIS 8th day of May, 1972

STATE OF CALIFORNIA)
COUNTY OF SONOMA) SS

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On the 8th day of May, 1972, personally appeared before me, the undersigned Notary Public, James K. Burns, known to me to be the Executive Director of the Urban Renewal Agency of the City of Santa Rosa, a body corporate and politic of the State of California, and the person who executed the within instrument on behalf of the said Urban Renewal Agency of the City of Santa Rosa; and the said James K. Burns in his capacity as Executive Director of the said Agency acknowledged to me that the Urban Renewal Agency of the City of Santa Rosa executed the within instrument as its corporate act and deed duly authorized.



Marian E. Karagan
Notary Public

SANTA ROSA CENTER PROJECT
PHASE TWO

Legal Description

Beginning at an existing U.R.A. Record of Survey monument found at the intersection of the Westerly line of Santa Rosa Avenue with the Southerly line of Third Street; thence South $29^{\circ}38'28''$ East 191.12 feet; thence South $60^{\circ}30'07''$ West 469.62 feet; thence South $29^{\circ}33'23''$ East 290.27 feet; thence South $60^{\circ}28'52''$ West 539.71 feet; thence South $29^{\circ}34'34''$ East 45.26 feet; thence South $8^{\circ}43'29''$ East 203.64 feet to a point in the Southerly line of the lands of the Sonoma County Water Agency as shown on their record map No. 1-9062-104.84; thence Westerly along said Southerly line to the Easterly right of way line for State Highway 101 as shown on State of California Record Map R-48.16; thence Northerly along said Easterly right of way line to a point in the Northerly line of Fifth Street; thence North $60^{\circ}27'26''$ East 951.62 feet; thence South $29^{\circ}43'11''$ East 270.17 feet; thence North $60^{\circ}26'13''$ East 313.66 feet; thence South $29^{\circ}29'26''$ East 413.29 feet; thence North $60^{\circ}29'40''$ East 155.16 feet to the point of beginning.

Reference Record of Survey Book 153 Page 31