

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

BDO Government
Services, LLC (BDO
GS)
661 Sunnybrook
Road, Suite 100,
Ridgeland, MS 39157
Attention: Alethia Thomas

NO FEE FOR RECORDING PURSUANT TO
GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions (the “**Declaration**”), dated ____ for reference purposes, by San Bernardino County, a California County (the “**Owner**”), is hereby given to and on behalf of the Department of Social Services, a public agency of the State of California (“**CDSS**”).

RECITALS

A. This Declaration affects Owner’s interest in that certain real property commonly known as 13333 Palmdale Rd, located in the City of Victorville , County of San Bernardino, State of California, and the improvements thereon (the “**Property**”); as more particularly described and shown on Exhibit A attached hereto and depicted in yellow, and incorporated herein by this reference;

B. Owner and BDO Government Services, LLC (“**BDO GS**”), as a contractor to CDSS, entered into that certain Program Funding Agreement, of even date herewith (the “**Program Funding Agreement**”), whereby Owner agreed to renovate or construct certain improvements on the Property and BDO GS agreed to disburse funds to Owner in accordance with the terms thereof (in an amount not to exceed Ten Million Five Hundred Fifteen Thousand Thirty-Eight Dollars (\$10,515,038) (the “**Program Funds**”);

C. The Program Funds are provided pursuant to the Community Care Expansion Program, authorized under Welfare and Institutions Code Section 18999.97-18999.98, established by California Assembly Bill No. 172 (Chapter 696, Statutes of 2021), to fund the acquisition, construction, or rehabilitation of adult and senior care facilities that service applicants and recipients of Supplemental Security Income/State Supplementary Payment (“**SSI/SSP**”) and Cash Assistance Program for Immigrants (“**CAPI**”) applicants and recipients who are experiencing or are at risk of homelessness; and

D. This Declaration shall be secured by a Performance Deed of Trust, the form of which is set forth in Attachment J to the Program Funding Agreement, encumbering Owner’s fee interest in the Property; and the Property shall be owned, held, used, maintained, and transferred pursuant to the covenants, conditions, restrictions, and limitations as further described herein.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner hereby covenants, agrees, and declares the following:

AGREEMENT

1. **Use of Property.** Owner, for itself, and for its successors and assigns, hereby declares and covenants that for the term of this Declaration, all use of the Property, and any improvements thereon, shall be restricted to continuous, and lawful use in accordance with the uses described in Exhibit B, attached hereto and incorporated by this reference. Any such other use shall require the express prior written approval of BDO GS or CDSS in its sole and absolute discretion and the recording of a new Declaration of Restrictions reflecting the use(s) agreed upon which shall thereafter supersede this Declaration.

2. **Maintenance, Repair, and Improvement of the Property.** Owner agrees:

2.1. To keep the Property, and all improvements thereon, in decent, safe, and sanitary condition and repair, and to permit no waste thereof;

2.2. Not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable, except in accordance with this Declaration;

2.3. Not to construct any buildings or improvements on the Property, other than the buildings and improvements contemplated as part of this Declaration, that would detrimentally affect the Property; or add to, remove, demolish or structurally alter any buildings or improvements included as part of the Property, now or hereinafter located on the Property;

2.4. To promptly repair, restore or rebuild any buildings or improvements on the Property that may be damaged or destroyed while subject to this Declaration;

2.5. To comply with all applicable laws affecting the Property, and not to suffer or permit any violations of any such applicable law, nor of any covenant, condition or restriction affecting the Property;

2.6. Not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without BDO GS or CDSS's prior written consent; and

2.7. Not to alter the use of all or any part of the Property without BDO GS or CDSS's prior written consent.

3. **Restrictions on Sale, Encumbrance, and Other Acts.**

3.1. Owner shall not, except with BDO GS or CDSS's prior written consent, make any sale, encumbrance, hypothecation, assignment, refinancing, pledge, conveyance, or transfer of the Property or of any of its interest in the Property.

3.2. If BDO GS or CDSS determine, in their sole and absolute discretion, to grant prior written consent for a sale, transfer or conveyance of the Property, such consent may impose terms and conditions, as necessary, to preserve or establish the fiscal integrity of the Property or to ensure compliance with this Declaration and/or Program Requirements.

3.3. Charges; Liens. Owner shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property, if any, by Owner making payment, when due, directly to the payee thereof. Owner shall promptly furnish to BDO GS or CDSS all notices of amounts due under this subsection, and where Owner makes direct payments, Owner shall promptly furnish to BDO GS or CDSS its receipts evidencing such payments. Owner shall pay when due all encumbrances, charges, and liens on the Property, and shall make payments on notes or other obligations secured by an interest in the Property, with interest in accordance with the terms thereof. Owner shall have the right to contest in good faith any claim or lien, or payment due thereunder, so long as Owner does so diligently and without prejudice to BDO GS or CDSS.

4. Building Permits. Owner agrees not to apply for or accept any permits for the construction of improvements on the Property that are inconsistent with the lawful operation of the Property, as such Property is described in this Declaration.

5. Hazard and Liability Insurance and Condemnation.

5.1. Owner shall keep the Property insured against loss by fire and such other hazards, casualties, liabilities, and contingencies, and in such amounts and for such periods as required by BDO GS and CDSS. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to BDO GS and CDSS.

5.2. In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property or any part thereof, the Owner shall have the right to rebuild the Property and to use all available insurance or condemnation proceeds therefor; provided that, as determined by BDO GS or CDSS in its sole and absolute discretion: (a) such proceeds are sufficient to rebuild the Property in a manner that ensures continued operation in accordance with this Declaration; and (b) no material breach or default then exists under the Program Funding Agreement. If the casualty or condemnation affects only part of the Property and if total rebuilding is infeasible, then the insurance or condemnation proceeds may be used for partial rebuilding and/or partial repayment of the Program Funds. CDSS or BDO GS has the right but not the obligation to approve the plans and specifications for any major rebuilding, as well as the right but not the obligation to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement.

6. Covenants Run with the Land. The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to this Declaration. The foregoing Declaration is intended to constitute both equitable servitudes and covenants running with the land. Owner expressly acknowledges and agrees that the Declaration is a reasonable restraint on the Owner's right to own, use, maintain, and transfer the Property and any estate or interest therein and is not and shall not be construed to be an unreasonable restraint

on alienation. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property, or any portion thereof, shall be held conclusively to have been executed, delivered, and accepted subject to this Declaration, regardless of whether this Declaration is set forth in such contract, deed, or other instrument.

7. **Binding on Successors and Assigns.** The Declaration contained herein shall be binding upon all of Owner's successors, assigns and transferees to or of the Property, and upon all leases, tenants, contractors, agents, and persons claiming an interest in the Property, or claiming an interest by and through any of the foregoing. Any transferee or purchaser of the Property, or of any portion of, or interest in the Property, by the acceptance of a deed therefore, whether from the Owner or from any subsequent owner of the Property, or by the signing of a contract or agreement to purchase the Property, shall by the acceptance of such deed or by the signing of such contract or agreement be deemed to have consented to and accepted the covenants and restrictions set forth in this Declaration.

8. **Term of Declaration.** The covenants in this Declaration shall be binding, effective, and enforceable commencing upon the recordation of this Declaration in the official records of the county in the jurisdiction where the Property is located, and they shall continue in full force and effect for a period of not less than 30 years after the date of recording of this Declaration (the "**Restriction Period**"), regardless of any sale, assignment, transfer, or conveyance (including, without limitation, by foreclosure sale) of the Property or any portion thereof.

9. **Default, Remedies.** A default under this Declaration shall constitute a default under the Program Funding Agreement; and a default under this Declaration shall entitle CDSS or BDO GS to any rights, remedies, or damages available at law or in equity, including, but not limited to, those that are specified below. CDSS's or BDO GS's failure to exercise any specific right or remedy shall not be construed as a waiver of that or any right or remedy.

9.1. **Specific Performance.** The use, repair, and maintenance of the Property is of a special and unique kind and character, so that a breach of any material provision of this Declaration by the Owner would not have an adequate remedy at law. Therefore, BDO GS or CDSS's rights may be enforced by an action for specific performance and such other equitable relief as is provided by the laws of the State of California.

9.2. **Injunctive Relief.** In pursuing specific performance of the Declaration, BDO GS or CDSS shall be entitled to petition the court for injunctive relief to preserve BDO GS or CDSS's interests in the Property and its rights under this Declaration. Such injunctive relief may include a court order restraining any development of the Property that is inconsistent with the foregoing Declaration.

9.3. **Appointment of Receiver.** In conjunction with any other remedy available at law or in equity, BDO GS or CDSS may apply to a court of competent jurisdiction for the appointment of a receiver to take over and operate the Property in accordance with the requirements of this Declaration.

9.4. Notwithstanding the foregoing or anything to the contrary contained herein, CDSS shall be entitled to any rights, remedies, or damages available pursuant to that

certain Performance Deed of Trust executed by Owner, as Trustor, therein, on or about of even date herewith, and recorded in the official records of the county in the jurisdiction where the Property is located.

10. **BDO GS and CDSS Review and Inspection.**

10.1. At any time during the term of this Declaration and upon reasonable notice, BDO GS, CDSS, or their designees may, but are not obligated to, enter and inspect the Property, and inspect all records pertaining to the operation, repair, and maintenance of the Property. Upon request by BDO GS or CDSS, the Owner shall notify occupants of upcoming inspections in accordance with state law.

10.2. CDSS or BDO GS may, but is not obligated to, request any other information that it deems necessary to confirm compliance with this Declaration. The Owner shall provide such requested information within fourteen (14) calendar days of BDO GS's or CDSS's written request for the information.

10.3. During the Term of this Declaration, Owner shall submit to CDSS, or BDO GS, as required by BDO GS, or CDSS, in their sole discretion, written documentation, in a form and at a frequency acceptable to BDO GS, or CDSS, in their sole discretion, providing sufficient detail and with sufficient supporting information to permit BDO GS, or its designee, or CDSS, or its designee, to monitor and confirm that Owner's uses of the Property are in accordance with the uses described in this Declaration, including, Exhibit B, attached hereto.

10.4. CDSS or BDO GS shall not, by the fact of making or not making any entries or inspections, or by taking or failing to take any action in response thereto: (i) incur or undertake, or be deemed to incur or undertake, any obligation, duty, or liability whatsoever, whether to the Owner, or to any other person or entity; (ii) be deemed as approving or disapproving any matter, action, incident, or condition related to the Property; or (iii) be deemed as approving or disapproving any matter related to the compliance of the Property with this Declaration or other applicable laws. In no event or circumstance shall BDO GS's or CDSS's exercise or non-exercise of its discretion under this subsection constitute, or be deemed or interpreted as constituting, any termination, limitation, alteration, or waiver by BDO GS or CDSS of any right, benefit, or remedy under or with respect to this Declaration.

11. **Owner Representations.** Owner represents and warrants to BDO GS and CDSS that: (1) Owner has sufficient interest in the Property to support the operation of the Property in accordance with this Declaration; (2) to Owner's actual knowledge and belief, there are no agreements, contracts, covenants, conditions, or exclusions to which Owner (or its predecessor in interest) is a party which would, if enforced, prohibit or restrict the use of the Property in accordance with the terms of this Declaration; (3) Owner has the full right and authority to enter into this Declaration; (4) this Declaration constitutes a valid and legally binding obligation on Owner, enforceable in accordance with its terms; and (5) Owner is duly organized and authorized to do business in the State of California.

12. **Amendment, Modification.** Owner shall not amend, modify, waive, or release this Declaration, or any part of this Declaration, without the prior and express written consent of

an authorized representative of BDO GS or CDSS, which consent may be withheld, conditioned, or delayed in BDO GS's or CDSS's sole and absolute discretion. Any amendment, modification, waiver, or release without the prior and express written consent of BDO GS or CDSS shall be void.

13. **Severability**. Every provision of this Declaration is intended to be severable. If any provision of this Declaration is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

14. **Governing Law**. This Declaration shall be governed by and interpreted under the laws of the State of California.

15. **Recordation of Agreement**. This Declaration shall be recorded in the official records of the County of San Bernardino no later than ____ [DATE]. The Declaration shall be recorded, and shall remain, as a lien against the Property in first position over all other agreements, covenants, liens, or other matters of record on the Property.

SIGNATURE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Owner has caused this Declaration to be signed by its duly authorized representative, as of the day and year first written above.

OWNER:
San Bernardino County, a California County

By: _____

Its: Chair, Board of Supervisors

All signatures must be acknowledged.

ADD NOTARY ACKNOWLEDGEMENT

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 SAN BERNARDINO)

On _____, before me, _____, Notary Public, personally appeared _____, 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.

Name: _____
Name: Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

[TO BE INSERTED BY TITLE COMPANY]

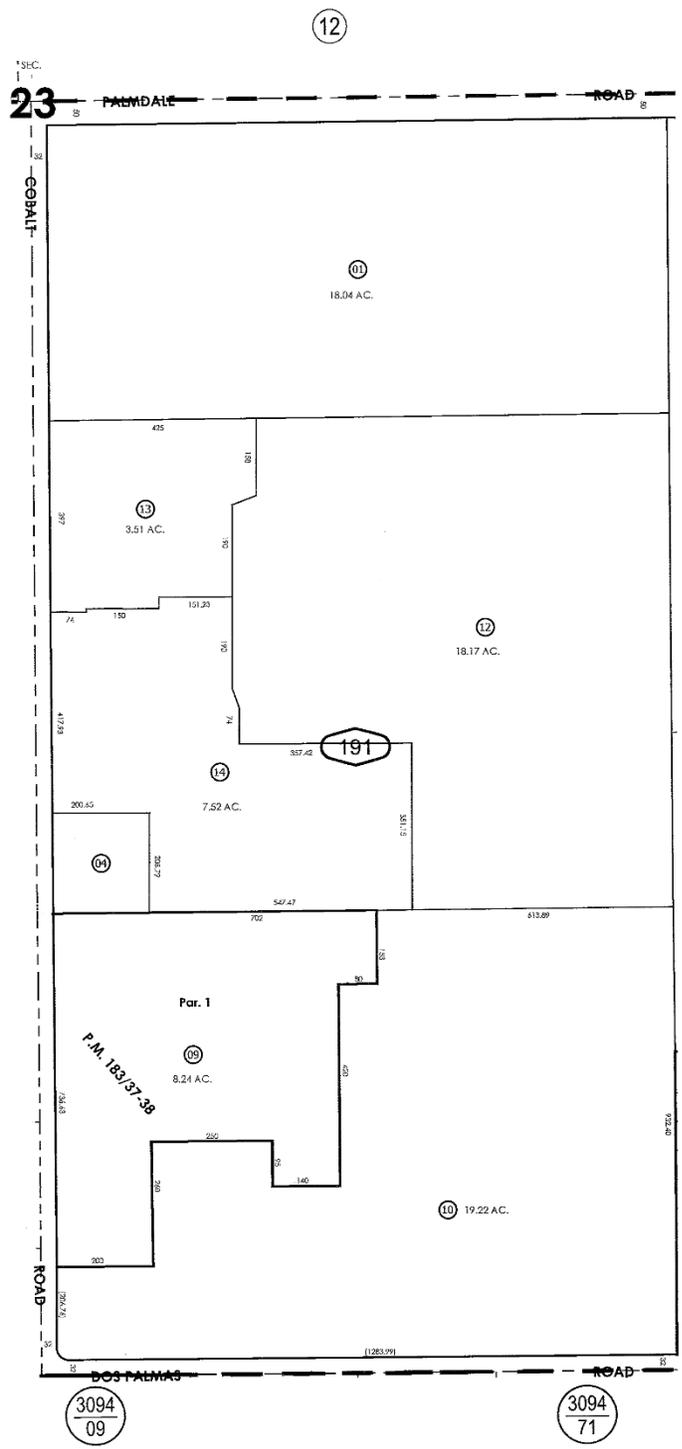
THIS MAP IS FOR THE PURPOSE
OF AD VALOREM TAXATION ONLY.



W. 1/2 S.E. 1/4 Sec. 23, T.5N., R.5W., S.B.M.

City of Victorville
Tax Rate Area
12111

3105 - 19



FEB. 1997 Parcel Map No. 15035 P.M. 189/37-38

Assessor's Map
Book 3105 Page 19
San Bernardino County

REVISED
03/09/25 BS

EXHIBIT “B”
PROPERTY AND OPERATIONS

A residential adult and senior care facility where 40 beds/units are prioritized for Qualified Residents experiencing or at risk of homelessness. For purposes of this Declaration, “Qualified Resident” shall have the meaning set forth in California Welfare and Institutions Code Section 18999.97(e) and “prioritized” shall mean a preferential interest in occupancy of each designated bed or unit.

If after applying best efforts to identify and enroll a Qualified Resident experiencing homelessness or at risk of homelessness for each designated bed or unit, no such person(s) is identified, the Owner may identify and enroll a Qualified Resident for each designated bed or unit; if after applying best efforts to identify and enroll a Qualified Resident for each designated bed or unit, the Owner also cannot identify and enroll a Qualified Resident, the Owner may enroll a non-Qualified Resident for the designated bed or unit.