

*Exempt from Recording fees pursuant to  
Section 27383 of the Government Code*

**RECORDING REQUESTED BY :**

County of San Mateo Department  
of Housing

**WHEN RECORDED, MAIL TO :**

County of San Mateo Department  
of Housing

264 Harbor Blvd. Bldg. A  
Belmont, Ca. 94002

**PONY # DOH 209**

**Attn: Barbara Deffenderfer**

(This Space for Recorder's Use Only)

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**DECLARATION OF RESTRICTIVE COVENANT—COMMUNITY  
DEVELOPMENT BLOCK GRANT**

**Samaritan House, Inc., a California non-profit corporation** ( "Owner"), agrees that the use of the property described in the attached Exhibit "A" and more commonly known as the Free Clinic of San Mateo located at 19 w. 39<sup>TH</sup> Avenue, San Mateo, California (the "Property"), shall be restricted ("Regulatory Period") from the date of recordation of this Declaration of Restrictive Covenant (the "Restrictive Covenant") until December 31, 2030 (the maturity date of the original promissory note) to serve as a Free Clinic and as a site where Homelessness Prevention Services are provided, or for a similar Eligible Use in accordance with Community Development Block Grant ("CDBG") requirements. This Restrictive Covenant shall be binding on Owner and any and all successors in interest.

**1. Definitions**

The following definitions shall be incorporated by reference in this Restrictive Covenant:

A. Free Clinic—refers to free primary and specialty medical and dental care which may include dental, internal medicine, gynecology, breast care, dermatology, nephrology, diabetic care, endocrinology, neurology, orthopedics, ophthalmology and optometry, podiatry, nutritional counseling, and pulmonology. The Free Clinic serves low income individuals with no health insurance.

B. Homelessness Prevention Services—defined as rental and emergency assistance, and case management.

C. Eligible Use—in conformity with the definition provided by the U.S. Department of Housing and Urban Development ("HUD"), includes, but is not limited to the following: child care, health care, job training, recreation programs, education programs, public safety services, fair housing services, services for senior citizens, services for homeless persons, drug abuse counseling and treatment, and homebuyer down payment assistance.

**2. Restrictive Use**

For the duration of the Regulatory Period, the Property shall be used as a Free Clinic and to provide Homelessness Prevention services, or for a similar Eligible Use (collectively, "Intended Use") in accordance with this Restrictive Covenant. Owner must maintain the Property's Intended Use throughout the entire Regulatory Period.

Owner grants to the County of San Mateo ("County") the right to take any and all legal action necessary to enforce the terms of this Restrictive Covenant, and Owner shall be responsible for all reasonable legal expenses incurred by County in the enforcement of this Restrictive Covenant. Should the Intended Use of the Property be discontinued for any reason before the end of the Regulatory Period, Owner understands that Owner risks future funding from or through the County, including but not limited to San Mateo County Affordable Housing Fund, CDBG, and HOME.

County shall have the right to waive any and all breaches of the terms of this Restrictive Covenant, but any such waiver shall not be deemed a waiver of any previous or subsequent breaches.

**IN WITNESS WHEREOF**, this Declaration of Restrictive Covenant has been fully executed.

[Add Borrower Name]

By: [Add Clause]

By: \_\_\_\_\_

\_\_\_\_\_ Date

Title: \_\_\_\_\_

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 \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary  
Public, \_\_\_\_\_ personally appeared  
\_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name 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.**

\_\_\_\_\_

Place Notary seal above

**Exhibit "A"**

**LEGAL DESCRIPTION**

Real property in the State of California, County of San Mateo, City of San Mateo further described as follows:

**PARCEL I:**

PORTION OF LOT 31 AND 34, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE SUBDIVISION OF LAUREL CREEK FARM" FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON MAY 6, 1889 IN BOOK "A" OF MAPS AT PAGE 65, AND COPIED INTO BOOK 1 OF MAPS AT PAGE 69, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF 39<sup>TH</sup> AVENUE, (FORMERLY HARRISON AVENUE), DISTANT THEREON NORTH 62 DEGREES 15' EAST 125.97 FEET FROM THE NORTHEASTERLY LINE OF BERESFORD STREET (FORMERLY MAGNOLIA AVENUE); THENCE ALONG SAID LINE OF 39<sup>TH</sup> AVENUE NORTH 62 DEGREES 15' EAST 100 FEET TO THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN THE DEED FROM RAYMOND K. O'GRADY ET AL, TO METROPOLITAN LAUNDRY COMPANY, RECORDED OCTOBER 11, 1924 IN BOOK 131 OF OFFICIAL RECORDS AT PAGE 338 (FILE NO. 26621-A); THENCE SOUTH 27 DEGREES 45' EAST ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LANDS 100 FEET TO THE NORTHWESTERLY BOUNDARY LINE OF THE LANDS DESCRIBED IN THE DEED FROM DOROTHY DOYLE TO ROBERT EVANS WILSON, ET AL, DATED DECEMBER 30, 1953 AND RECORDED JANUARY 7, 1954 IN BOOK 2521 OF OFFICIAL RECORDS AT PAGE 123 (FILE NO. 28796-L); THENCE SOUTH 62 DEGREES 15' WEST ALONG THE LAST MENTIONED LINE 100 FEET TO AN ANGLE POINT IN SAID BOUNDARY; THENCE NORTH 27 DEGREES 45' WEST ALONG THE NORTHEASTERLY BOUNDARY LINE OF THE LANDS DESCRIBED IN THE DEED FROM JOHN L. DOYLE AND WIFE TO GUIDO GIORGI AND WIFE, DATED JANUARY 26, 1951 AND RECORDED FEBRUARY 7, 1951 IN BOOK 2019 OF OFFICIAL RECORDS AT PAGE 401 (FILE NO. 16054-J) 100 FEET TO THE POINT OF BEGINNING.

**PARCEL II:**

PORTION OF LOT 31 AND 34, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE SUBDIVISION OF LAUREL CREEK FARM" FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON MAY 6, 1889 IN BOOK "A" OF MAPS AT PAGE 65, AND COPIED ONTO BOOK 1 OF MAPS AT PAGE 69, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF BERESFORD STREET (FORMERLY MAGNOLIA AVENUE) DISTANT THEREON SOUTH 27 DEGREES 45' EAST 100 FEET FROM ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF 39<sup>TH</sup> AVENUE (FORMERLY HARRISON AVENUE), AS SAID STREET AND AVENUE ARE SHOWN ON THE MAP ABOVE MENTIONED; THENCE FROM SAID POINT OF BEGINNING, LEAVING SAID NORTHEASTERLY LINE OF BERESFORD STREET, NORTH 62 DEGREES 15' EAST 58 FEET; THENCE NORTH 27 DEGREES 45' WEST 15 FEET TO THE SOUTHEASTERLY BOUNDARY LINE OF THE LANDS DESCRIBED IN THE DEED FROM JOHN L. DOYLE AND WIFE, GUIDO GIORGI AND WIFE, DATED JANUARY 26, 1951 AND RECORDED FEBRUARY 7, 1951 IN BOOK 2019 OF OFFICIAL RECORDS AT PAGE 401 (FILE NO. 16054-J); THENCE SOUTH 27 DEGREES 45' EAST 15 FEET TO THE TRUE POINT OF

**Declaration of Restrictive Covenant**

**Page** 5 of 5

BEGINNING; THENCE NORTH 62 DEGREES 15' EAST 100 FEET TO THE MOST WESTERLY CORNER OF LANDS DESCRIBED IN THE DEED FROM RAY SIMPSON AND WIFE, TO JOHN VOROS AND WIFE, DATED AUGUST 2, 1945 AND RECORDED AUGUST 14, 1945 IN BOK 1187 OF OFFICIAL RECORDS AT PAGE 303 (FILE NO. 60565-F); THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY BOUNDARY LINE OF DAID LANDS OF VOROS, 10 FEET; THENCE LEAVING THE LINE OF LANDS OF VOROS, SOUTH 62 DEGREES 15' WEST 100 FEET TO A POINT WHICH BEARS SOUTH 27 DEGREES 45' EAST FROM THE POINT OF BEGINNING; THENCE NORTH 27 DEGREES 45' WEST 10 FEET TO THE TRUE POINT OF BEGINNING.

APN: 042-166-030