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20091213077



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08/07/09 AT 08:00AM

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Recording Requested By:  
CHICAGO TITLE COMPANY

When Recorded Mail to:

Name: E. P. Kranitz, Esq.  
Mailing: 4929 Wilshire Blvd., #410  
City/State: Los Angeles, Ca.  
Zip Code: 90010

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**TITLE(S)**

**AMENDMENT NO. 1 TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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13

3

**AMENDMENT NO. 1 TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**OF**

**1027 ANGELENO**

This Amendment to the Declaration of Covenants, Conditions and Restrictions of 1027 ANGELENO (the "Declaration") is made and entered into this 4th day of August, 2009 by TOMATOBANK, NATIONAL ASSOCIATION ("Declarant").

**RECITALS**

- A. Declarant is the sole owner of the real property described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").
- B. On August 6, 2008, Declarant's predecessor-in-interest caused a Declaration of Covenants, Conditions and Restrictions of 1027 ANGELENO to be recorded with the Office of the Los Angeles County Recorder as Document No. 2008-1407470.
- C. Declarant desires to have the Declaration amended to enable buyers of condominiums to obtain FHA financing to fund the purchase price of the condominiums.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Incorporation of Recitals. Each of the above Recitals are incorporated herein by this reference and made a part hereof.

2. Definitions. The following definitions are added to Article I of the Declaration:

- (a) FHA shall mean Federal Housing Association;
- (b) FFLMC shall mean Home Loan Mortgage Corporation;
- (c) FNMA shall mean Federal National Mortgage Association;
- (d) Governing Documents shall mean the Articles of Incorporation and

Bylaws of the Association, the Declaration and any Rules and Regulations adopted by the Association;

(e) HUD shall mean the Department of Housing and Urban Development;

and

(f) Voting Power shall mean the voting power of the Members of the

Association.

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4

3. Description of the Project and Improvements. Article II of the Declaration is deleted in its entirety and the following substituted in place thereof:

**"ARTICLE II**

Description of Land and Improvements

The Property subject to the covenants, conditions and restrictions herein contained is located in the City of Burbank, County of Los Angeles, State of California, and is improved with twelve (12) Condominiums and the Common Area in Tract 65646 according to the Condominium Plan recorded in the Office of the County Recorder of said county as the same may be amended or superseded from time to time (and is hereinafter referred to as said Condominium Plan).

The Condominiums are contained in one (1) building which is of Mediterranean architectural style. Each of the Condominiums is townhouse in style and is two (2) stories in height. Each of the condominiums have balconies which are for the exclusive use of the Owner. All of the Condominiums have three (3) bedrooms and two and one-half (2/1-2) bathrooms. The Condominiums range in size from approximately 1,638 square feet to approximately 1,878 square feet.

Parking is attached to the Units and each Unit has two (2) parking spaces. There are two (2) guest parking spaces.

Common elements include green belt areas, common walkways and hardscape areas.

The building is of wood frame structure with stucco siding and a tile roof.

Each Owner has an undivided one-twelfth (1/12th) interest in the Common Area of the Project."

4. Capital Contributions. A new Section 16 is added to Article VI to read as follows:

"Section 16. Capital Contributions. Upon Close of Escrow for the purchase of a Unit from Declarant, each Owner shall be required to contribute an amount to the capital of the Association equal to two (2) times the Regular Monthly Assessment for such Unit. Said contribution shall not be refundable and shall not be in lieu of, or a reduction of, Regular Monthly Assessments."

5. Fire, Extended Coverage and Earthquake. Section 2 of Article VIII is deleted in its entirety and substituted with the following:

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5

"Section 2. Fire, Extended Coverage and Earthquake. A master or blanket policy of fire insurance for one hundred percent (100%) of current replacement cost of all of the Improvements within the Common Area of the Project (excluding land, foundation and excavation) shall be purchased by the Association and shall be maintained in effect at all times. The form, content, and term of the policy and its endorsements and the issuing company must be satisfactory to all institutional Mortgagees. If more than one institutional Mortgagee has a loan of record against the Project, or any part of it, the policy and endorsements shall meet the maximum standards of the various institutional Mortgagees represented in the Project. The policy shall contain an Agreed Amount Endorsement or its equivalent – an Inflation Guard Endorsement, if available, an extended coverage endorsement, vandalism, malicious mischief coverage, a special form endorsement, a determinable cash adjustment clause or a similar clause to permit cash settlement covering full value of the Improvements in case of partial destruction and a decision not to rebuild, a severability of interest provision, cross liability endorsement and waiver of subrogation as to the Association and its officers, directors, members, guests, agents and employees. Earthquake coverage need not be included unless requested in writing by a majority of institutional Mortgagees or by Owners owning a majority of the Condominiums in the Project. The policy or policies shall be in the amounts as shall be determined by the Board. The policy shall name as insured the Association, for the use and benefit of the Owners and the Declarant, as long as Declarant is the Owner of a Condominium and all institutional Mortgagees as their respective interests may appear, and shall contain a loss payable endorsement in favor of the Trustee or the Board, as applicable. All policies shall contain such other endorsements and be in such form as shall meet the requirements of any Eligible Mortgage Holder and the guarantor, insurer or subsidizer of any Eligible Mortgage Holder."

6. Additional Insurance. Section 6 of Article VIII is deleted in its entirety and substituted with the following:

"Section 6. Additional Insurance. The Board may, and if required by any Mortgagee or Eligible Insurer or Guarantor, or by the FNA, FNMA, FHLMC, HUD and VA (hereafter the "Agencies"), shall purchase and maintain demolition insurance in adequate amounts to cover demolition in case of total or partial destruction and a decision not to rebuild, steamboiler coverage providing at least \$50,000 coverage for each accident, and a blanket policy of flood insurance. The Board shall also purchase and maintain: worker's compensation insurance, to the extent that it is required by law, for all employees of the Association; and any other insurance as it deems necessary or that is required by any Agency."

7. Easements Reserved to Owners. The first paragraph of Section 1 of Article XX is amended in its entirety to read as follows:

"Section 1. Easements Reserved to Owners. Subject to the rights of Declarant as provided in Article XIX, every Owner of a Condominium shall

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6

have a non-exclusive easement of use and enjoyment in, to and throughout the Common Area of the Project, an easement for ingress to and egress from his Unit which shall be perpetual and appurtenant to the Owner's Unit, and for ingress, egress and support over and through the Common Area and Declarant hereby reserves the right to grant non-exclusive easements to Owners for such purposes over all of the Common Area of the Project. Such non-exclusive easements shall be appurtenant to each Condominium and the Common Area but shall be subordinate to, and shall not interfere with, exclusive use easements appurtenant to Condominiums over the Common Area, if any. Each such easement shall be appurtenant to and pass with the title to every Condominium, subject to the following rights and restrictions."

8. Material Amendment. Subparagraph H of Section 2 of Article XXII is deleted in its entirety and substituted with the following:

"H. Restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than in a manner substantially in accordance with the Declaration and the original plans and specifications."

9. Time to Respond. The last paragraph of Section 2 of Article XXIII is amended to provide that an Eligible Mortgage Holder or Eligible Guarantor or Insurer who receives a written request to approve additions or amendments, who does not deliver or post to the requesting party a negative response within sixty (60) days shall be deemed to have approved such request.

10. Notice to Mortgagees. A new subsection E is added to Section 6 of Article XXII to read as follows:

"E. Change of the purposes to which any Unit or the Common Areas are restricted."

11. Effect of Foreclosure by First Mortgagee. Section 7B of Article XXII is deleted in its entirety and the following substituted in place thereof:

"B. If any Unit is encumbered by a First Mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this Declaration for assessments, or installments of assessments shall not operate to affect or impair the lien of the Mortgage. On exercise of power of sale or judicial foreclosure of the First Mortgage, the lien for assessments or installments that has accrued up to the time of foreclosure shall be subordinate to the lien of the Mortgage, with the foreclosure-purchaser taking title to the Unit free of the lien for assessments, or installments that have accrued up to the time of the foreclosure sale. On taking title to the Unit, the foreclosure-purchaser shall only be obligated to pay assessments or other charges levied or assessed by the Association after the foreclosure-purchaser acquired title to the Unit. The subsequently levied assessments or other charges may include previously unpaid

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assessments provided all Owners, including the foreclosure-purchaser, and his successors and assigns, are required to pay their proportionate share as provided in this Article. Notwithstanding the foregoing, or anything contained in this Declaration to the contrary, if a First Mortgagee acquires title to a Unit through foreclosure, the First Mortgagee shall not be liable for more than six (6) months of Regular Monthly Assessments regardless of the period of time the First Mortgagee holds title to the Unit and if the First Mortgagee acquires title by a deed in lieu of foreclosure, the First Mortgagee shall not be liable for more than six (6) months of Regular Monthly Assessments, whether the Assessments accrued prior to or after the recordation of the deed in lieu."

12. Termination of Certain Contracts. Section 11 of Article XXII is deleted and the following substituted in place thereof.

"Section 11. Termination of Certain Contracts. Any contract for professional management of the Project, or any other contract providing for services by Declarant, lease of recreational or parking areas or facilities by Declarant, any contract or lease, including franchises and licenses to which Declarant is a party shall provide for termination by either party with or without cause and without payment of a termination fee upon no more than thirty (30) days written notice. Such agreement shall be renewable with the consent of the Board and the management agent. No contract with the Association negotiated by Declarant shall exceed a term of one (1) year."

13. Approval of V.A. A new Section 7 is added to Article XXIII to read as follows:

"Section 7. Approval of VA. So long as there is a Class B membership in the Association, the following shall require the prior approval of the VA: Annexation of additional properties to the Project; any merger, consolidation or dissolution of the Association; any dedication, conveyance or encumbering of the common areas; and any amendment to the Declaration. A draft of any proposed amendment to the Declaration shall be submitted to, and approved by, the VA prior to recordation."

14. Rights of Mortgagees. A new Article XXXVI is added to the Declaration to read as follows:

**"ARTICLE XXXVI**

**Rights of Mortgagees**

"A. A Mortgagee shall not be entitled to receive any notice required to be given under this Declaration unless and until such Mortgagee shall have delivered to the Board a written notice stating that such Mortgagee is the holder of a Mortgage encumbering a specified Condominium within the Project. Any notice or request delivered to the Board by a Mortgagee shall remain

8

effective without any further action by such Mortgagee for so long as the facts set forth in such notice or request remain unchanged.

- B. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provision herein, shall affect, impair, defeat or render invalid the lien or charge of any Mortgage made in good faith and for value encumbering any Condominium, but all liens and encumbrances of said covenants, conditions or restrictions (including, without limitation, the lien to secure Assessments provided in Article VII arising from and after foreclosure of such Mortgage or otherwise applying shall bind the foreclosing Mortgagee, if said Mortgagee acquires title, and any Owner whose title is derived therefrom.
- C. A Mortgagee, or the immediate transferee of such Mortgagee, who acquires title by judicial foreclosure, deed in lieu of foreclosure or trustee's sale under a Mortgage made in good faith and for value, shall acquire title free of any lien or claim for unpaid Assessments against such Condominium(s) that accrued prior to the time such Mortgagee or transferee takes title to such Condominium. In addition, such Mortgagee or transferee shall not be obligated to cure any breach of the provisions of this Declaration which is noncurable or of a type that is impractical or infeasible to cure. The Board's reasonable determination, made in good faith, as to whether a breach is noncurable or infeasible to cure, shall be final and binding on all Mortgagees and transferees.
- D. Where any action requires the vote or consent of a specific percentage of Mortgagees, Mortgagees holding First Mortgages on more than one Unit shall be entitled to one vote for each Unit, subject to such First Mortgage."

15. Availability. A new Article XXXVII is added to the Declaration to read as follows:

"Association shall be required to make available to Owners, lenders and the holders and insurers of the First Mortgage on any Unit, current copies of this Declaration and the Articles of Incorporation and Bylaws of the Association, and other rules governing the Project and other books, records and financial statements of the Association. The Association also shall be required to make available to prospective purchasers of Unit(s) current copies of the Declaration, Articles of Incorporation and Bylaws of the Association, and other rules governing the condominium, and the most recent annual audited financial statement, if such is prepared.

"Available" shall at least mean availability for inspection upon request, during normal business hours or under other reasonable circumstances."


9

16. No Other Changes. Except as herein expressly amended, all of the terms and provisions of the Declaration shall remain in full force and effect.

Dated the day and year set forth above.

TOMATOBANK, NATIONAL ASSOCIATION

By  \_\_\_\_\_  
Robert Scott, Executive Vice-  
President

 \_\_\_\_\_  
Lichen Herman  
President/Chief Operating Officer

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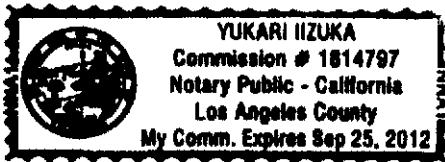
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STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On August 4, 2009, before me, Yukari Iizuka, a notary public, personally appeared Robert Scott and Lichen Herrera 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 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.



  
\_\_\_\_\_  
Signature

[Seal]

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11

**EXHIBIT "A"**

Legal Description

Lot 1 of Tract 65646 in the City of Burbank, County of Los Angeles, State of California as per map recorded in Book 1349, Pages 18 and 19 of Maps in the Office of the Los Angeles County Recorder.

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