



LARRY WALKER
Auditor/Controller - Recorder

R Regular Mail

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Redevelopment Agency of the City of Redlands
35 Cajon Street
Redlands, California 92373
Attention: Agency Secretary

Doc#: 2009-0401855



Titles: 1 Pages: 7

Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383

FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103

**AMENDMENT TO REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

This amendment to Regulatory Agreement and Declaration of Restrictive Covenants ("Amendment") is entered into this 1st day of September, 2009, by and between Mountain View Acres, Inc., a California nonprofit corporation ("MVA"), Citrus Place Village, LLC, a California limited liability company (the "Company") and the Redevelopment Agency of the City of Redlands (the "Agency").

RECITALS

- A. In connection with a grant from the Agency to MVA associated with the development of a certain senior housing development (the "Development"), MVA and the Agency entered into that certain Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement") as of July 20, 1999, which document was recorded in the Official Records of San Bernardino County, California on July 27, 1999 as Document No. 19990314016.
- B. The Development has subsequently been subdivided, and Citrus Place Village Apartments (the "Project") has been constructed on a portion of the land comprising the Development, which portion is more particularly described on Exhibit "A," attached hereto and incorporated herein by this reference (the "Land").
- C. In connection with the financing of the Project, MVA has or shall in the near future transfer its interest in the Project to the Company; MVA is the sole member and manager of the Company.
- D. Red Mortgage Capital, Inc. ("Lender") has agreed to provide a mortgage loan for the financing of the Project, which loan is to be insured by the U.S. Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner ("HUD"); without such mortgage insurance, Lender will not make the loan.

- E. As a condition of insuring the mortgage loan, HUD requires that the Regulatory Agreement be amended to include certain provisions, as set forth below.
- F. The Agency, commensurate with its public purpose of maintaining affordable housing in the City of Redlands, acknowledges and agrees that it is in the best interest of the Project that the Senior Loan be made.

NOW, THEREFORE, in order to induce the Lender and HUD to make and insure, respectively, the said mortgage loan, and in consideration thereof, MVA, the Company and the Agency agree as follows:

AGREEMENT

Section 1. The Regulatory Agreement is hereby modified and amended to add following provisions:

HUD-REQUIRED PROVISIONS

(a) Notwithstanding anything in this Agreement to the contrary, the provisions of this Agreement are expressly subordinate to the deed of trust encumbering the land insured by the United States Department of Housing and Urban Development ("HUD"), to the HUD Regulatory Agreement encumbering the Property and to all applicable HUD mortgage insurance (and Section 8, if applicable) regulations and related administrative requirements. In the event of any conflict between the provisions of this Agreement and the provision of an applicable HUD regulation, related HUD administrative requirements or HUD/FHA loan documents, the HUD regulations, related administrative requirements or loan documents shall control.

(b) In the event of foreclosure or transfer of title by deed in lieu of foreclosure, any and all land use covenants contained herein shall automatically terminate.

(c) Failure to comply with the land-use covenants contained herein will not serve as a basis for default on the HUD insured mortgage.

(d) Enforcement of the covenants herein will not result in any claim against the project, the mortgage proceeds, any reserve or deposit required by HUD in connection with the mortgage transaction, or the rents or other income from the property other than:

- 1. Available surplus cash, if the mortgagor is profit-motivated;*

2. *Available distributions and residual receipts authorized for release by HUD, if the mortgagor is limited distribution; or*
3. *Available residual receipts authorized by HUD, if the mortgagor is non-profit.*

(f) Any subsequent amendment to this document is subject to prior HUD approval for so long as property is subject to a mortgage insured or held by HUD.

Section 2. HUD and the Lender and their successors, assigns, agents and/or designees shall have the right to enforce the provisions of this Amendment.

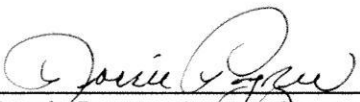
Section 3. The Recitals are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year hereinabove first written.

REDEVELOPMENT AGENCY OF THE
CITY OF REDLANDS

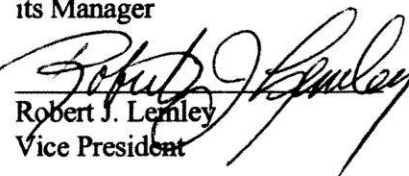
By: 
Jon Harrison, Chairman

ATTEST:


Lorrie Poyzer, Agency Secretary

CITRUS PLACE VILLAGE, LLC,
a California limited liability company

By: Mountain View Acres, Inc.
a California non-profit corporation
its Manager

By: 
Robert J. Lemley
Vice President

MOUNTAIN VIEW ACRES, INC.
a California non-profit corporation

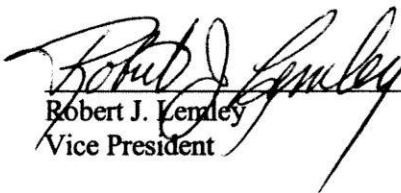
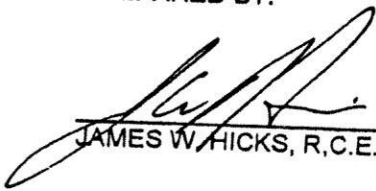
By: 
Robert J. Lemley
Vice President

EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF REDLANDS ANNEXATION

ALL THAT PORTION OF BLOCK 77, RANCHO SAN BERNARDINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7 OF MAPS, PAGE 2, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

1. BEGINNING AT THE CENTERLINE INTERSECTION OF WABASH AVENUE AND FIFTH AVENUE AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 102, PAGES 3 THROUGH 9, INCLUSIVE, OF RECORDS OF SURVEY AND AMENDED BY RECORD OF SURVEY RECORDED IN BOOK 106, PAGES 97 THROUGH 103, INCLUSIVE, OF RECORDS OF SURVEY, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING ON THE EXISTING CITY LIMIT LINE, THENCE ALONG THE EXISTING CITY LIMIT LINE NORTH 00°15'29" WEST 1265.90 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF HIGHLAND AVENUE AS SHOWN ON SAID RECORD OF SURVEY;
2. THENCE LEAVING SAID EXISTING CITY LIMIT LINE SOUTH 89°48'55" EAST 698.59 FEET ALONG SAID CENTERLINE OF HIGHLAND AVENUE TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTH ONE HALF OF LOT 6 OF BLOCK 77 OF SAID RANCHO SAN BERNARDINO;
3. THENCE SOUTH 00°14'52" EAST 1270.82 FEET ALONG SAID EAST LINE TO ITS INTERSECTION WITH THE CENTERLINE OF SAID FIFTH AVENUE;
4. THENCE NORTH 89°24'43" WEST 698.42 FEET ALONG THE CENTERLINE OF SAID FIFTH AVENUE TO THE POINT OF BEGINNING, AND CONTAINING 20.34 ACRES, MORE OR LESS.

PREPARED BY:


JAMES W. HICKS, R.C.E. 23362

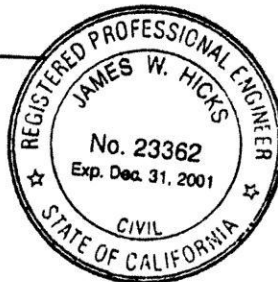


EXHIBIT "A"

Revised Legal #2, LAF6 2848
dated March 18, 1999

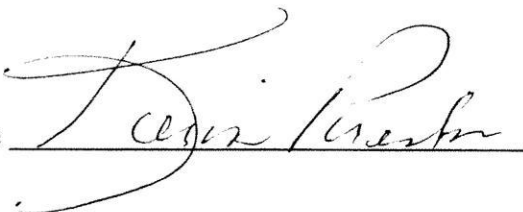
CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of California } SS
County of San Bernardino } SS

On August 31, 2009 before me, Kerin Preston, Notary Public, personally appeared Robert James Lemley, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)



ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on September 2, 2009, before me, Lisa Caldera, Administrative Assistant, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Jon Harrison, Redevelopment Agency Chairperson and Lorrie Poyzer, Redevelopment Agency Secretary 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.

LORRIE POYZER, CITY CLERK

By: *Lisa Caldera*
Lisa Caldera, Deputy City Clerk
(909)798-7531

CAPACITY CLAIMED BY SIGNER(S)

- ☐ ☐ **Individual(s) signing for oneself/themselves**
☐ ☐ **Corporate Officer(s)**
Title(s) _____
Company _____
☐ ☐ **Partner(s)**
Partnership _____
☐ ☐ **Attorney-In-Fact**
Principal(s) _____
☐ ☐ **Trustee(s)**
Trust _____
☒ ☐ **Other**
Title(s): Chairperson and Agency Secretary
Entity Represented: Redevelopment Agency

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Amendment to Regulatory Agreement and Declaration of Restrictive Covenants

Date of Document: September 1, 2009

Signer(s) Other Than Named Above: Robert J. Lemley, Vice President for Mountain View Acres, Inc. / Robert J. Lemley, Vice President for Citrus Place Village, LLC