

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

Ramrod Senior Housing, Inc.
c/o Robert Ritter, Esq.
Gresham Sayage Nolan & Tilden, PC
550 East Hospitality Lane, Suite 300
San Bernardino, California 92408

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

APN: 0269-232-10

AMENDMENT TO REGULATORY AGREEMENT

THIS AMENDMENT TO REGULATORY AGREEMENT ("**Amendment**") is made and entered into this 14th day of MARCH, 2017, by RAMROD SENIOR HOUSING, INC., a California public benefit non-profit corporation ("**Ramrod**"), and the CITY OF RIALTO, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF RIALTO ("**City**"). Hereinafter, Ramrod and City may be referred to individually as a "**Party**," or jointly as the "**Parties**."

RECITALS

This Amendment is made with reference to the following facts. Capitalized terms not otherwise defined herein have the meanings given to them in the Regulatory Agreement.

- A. Ramrod is the owner of that certain real property located in the City of Rialto, County of San Bernardino, State of California, with Assessor's parcel number 0269-232-10, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "**Ramrod Property**").
- B. Ramrod and the Redevelopment Agency of the City of Rialto entered into that certain Regulatory Agreement recorded on July 24, 1996 as Document No. 19960265711 ("**Regulatory Agreement**"), which encumbers the Ramrod Property.
- C. Ramrod currently operates a mobile home park on the Ramrod Property for the benefit of low to moderate income senior citizens.
- D. Ramrod desires to increase the minimum required age of residents residing in the mobile home park from 55 years of age, to 60 years of age.
- E. The Parties are willing to amend the Regulatory Agreement to increase the minimum required age of residents residing in the mobile home park from 55 years of age, to 60 years of age.

- F. The Amendment of the Regulatory Agreement to increase the minimum required age of residents residing in the mobile home park from 55 years of age, to 60 years of age, does not represent an intent or give rise to an independent right to evict any current resident who, at the time of execution of the Amendment, is above 55 years of age, but below 60 years of age.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing recitals, which recitals are incorporated herein by reference, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual covenants contained herein, the Parties agree to amend the Regulatory Agreement as follows:

1. The Parties hereby agree that Sections 4(b)(i) and 4(b)(ii) of the Regulatory Agreement shall be deleted in their entirety and replaced with following, with the other provisions of Section 4 remaining unmodified and in full force and effect:

“(b) Each person residing within the park shall be:

- (i) 60 years of age or older;
- (ii) 45 years of age or older and a spouse of a resident who is 60 years of age or older. (In the event that the death of any qualified resident 60 years of age or older would otherwise disqualify any spouse because such spouse is not 60 years of age or older, then such spouse shall remain qualified to reside within the park);”

2. Exception for Current Residents: A new Section 4.5, entitled “Rights of Tenants Existing at Time of Amendment Approval,” shall be added to the Agreement to read as follows:

“4.5 **Rights of Tenants Existing at Time of Amendment Approval.** Notwithstanding anything to the contrary, Sections 4(b)(i) and 4(b)(ii) of the Regulatory Agreement, as amended by Paragraph 1 of this Amendment, shall not prohibit current residents who are, as of the date of this Amendment, above 55 years of age, but below 60 years of age (an “Excepted Current Resident”), nor the spouse of an Excepted Current Resident who is 45 years of age or older as of the date of this Amendment, from residing within the park, and Ramrod shall not be authorized to evict or otherwise terminate the tenancy of such persons by virtue of their age alone.”

3. Continued Effect of the Regulatory Agreement: Except as expressly set forth in this Amendment, the Regulatory Agreement remains unmodified and in full force and effect.

4. Counterparts: This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

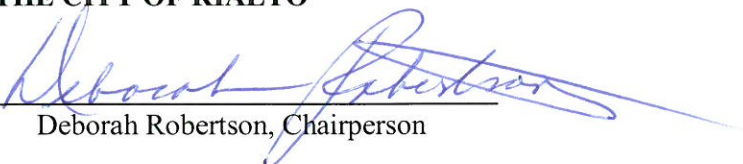
5. Recordation: This Amendment shall be recorded in the Official Records of the County of San Bernardino, State of California, and shall be effective upon the date of such recordation.

6. Applicable Law: This Amendment shall be construed in accordance with the laws of the State of California.

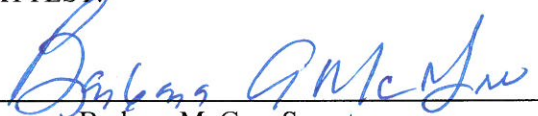
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the date(s) set forth below.

“SUCCESSOR AGENCY”

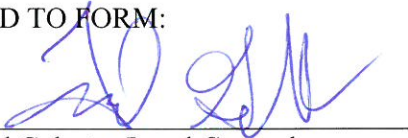
**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY
OF THE CITY OF RIALTO**

By: 
Deborah Robertson, Chairperson

ATTEST:

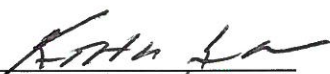

Barbara McGee, Secretary

APPROVED TO FORM:

By: 
Fred Galante, Legal Counsel

“Ramrod”

RAMROD SENIOR HOUSING, INC., a California public benefit non-profit corporation

By: C.E.O. 
Name: KENNETH LEBRON
Its: CEO
Date: 3/14/2017

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)

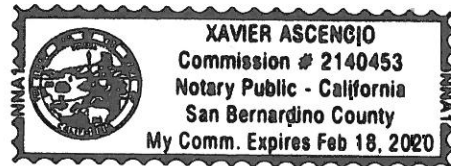
On 03/14/2017 before me, XAVIER ASCENCIO - NOTARY PUBLIC
(insert name and title of the officer)

personally appeared KENNETH LEBRON,
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.

Xavier Ascencio



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 4/24/17 before me, Christopher D. Ellis Notary Public
(insert name and title of the officer)

personally appeared Deborah Robertson,
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.

Christopher D. Ellis

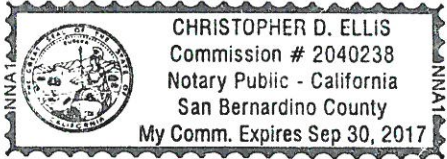


EXHIBIT "A"

LEGAL DESCRIPTION OF THE RAMROD PROPERTY

All that certain real property situated in the City of Rialto, County of San Bernardino, State of California, more fully described as follows:

PARCEL 1 OF PARCEL MAP 11701, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, PER PLAT RECORDED IN BOOK 143 OF PARCEL MAPS, PAGES 20 AND 21, IN THE RECORD OF SAID COUNTY.

(APN: 0269-232-10)

(End of Legal Description)