

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status. Gov. Code Sec. 12956.1(b)(1)

Any person who believes that this document contains an unlawful restrictive covenant as described above may submit to the County Recorder a completed Restrictive Covenant Modification form. A complete copy of the original document must be attached to the Restrictive Covenant Modification form, with the unlawful language redacted. After submission to the Recorder, the form and attached document will be reviewed by County Counsel, and if the attached document properly redacts an unlawful covenant, the form and attached document will be recorded. If you submit a request to record a modification document, you must provide a return address in order for the County Recorder to notify you of the action taken by the County Counsel regarding the form. Gov. Code Sec. 12956.2(a)(1), (b)(1), (c)

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

THIS SPACE FOR RECORDER'S USE ONLY

RESTRICTIVE COVENANT MODIFICATION

The following reference document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing laws and is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of redacting and eliminating that restrictive covenant as shown on page(s) ___ of the document recorded on _____(date) in book _____ and page _____ or instrument number _____ of the official records of the County of _____, State of California.

Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawful restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document being modified, pursuant to subdivision (d) of Section 12956 of the Government Code.

The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

Signature of Submitting Party: _____ Date: _____

Print Name: _____

_____ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, hereby states that it has determined that the original document referenced above contains an unlawful restriction and this modification may be recorded.

Or

_____ County Counsel, or their designee, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, finds that the original document does not contain an unlawful restriction, or the modification document contains modifications not authorized, and this modification may not be recorded.

County Counsel

By:

Date:

2708

WHEN RECORDED RETURN TO:

FEY'S CANYON FINANCIAL SERVICES
P.O. BOX 2849
PALM SPRINGS, CALIFORNIA 92263

No change in Address for Tax Statements

APN: 511-252-066

TRA: 11-003

DTT: \$6.60

Document date: 05/24/2020

2020-0442105

09/18/2020 08:42 AM Fee: \$ 38.00

Page 1 of 9

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder



ESTADOS SOUTH CONDOMINIUM LEASE

Tract 10911 Unit 66

Address 250 E. SAN JOSE RD #66

AMENDMENT NO. 1
TO
ESTADOS SOUTH
CONDOMINIUM LEASE

This Amendment No. 1 to Estados South Condominium Lease (this "Amendment No. 1") dated so as to be effective March 1, 2020 (the "Effective Date") by and between STEVE FREEMAN, as Trustee of the ESTADOS SOUTH TRUST, ESTABLISHED OCTOBER 17, 2002, successor in interest to ESTADOS SOUTH, a Limited Partnership, herein after referred to as "Lessor", and MICHAEL F. WACKS, A SINGLE MAN

_____, hereinafter referred to as "Lessee".

RECITALS:

A. Lessor is the owner in fee simple absolute of the real property of which the premises leased hereunder is a part which is described as Tract 10911 as shown in Map recorded in Book 95, pages 58 and 59 Riverside County records.

B. Lessor (through a predecessor in interest) and Lessee (individually or through a predecessor in interest) entered in to that certain Estados South Condominium Lease recorded on February 13, 1979, as Instrument No. 29946 of the Official Records of Riverside County, California, concerning the improved real property described in Exhibit "A" attached hereto (the "Lease").

C. Lessor and Lessee mutually desire to modify certain provisions of the Lease as of the Effective Date.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby modified in the following particulars, and in no others:

1. Except as otherwise provided herein, all terms used herein shall have the same meaning as said terms are defined in the Lease.
2. Article 3, "TERM" is amended and restated in its entirety to read as follows:

"3. TERM. The term of this lease commenced on the date of execution hereof, and it shall continue until June 30, 2072, unless earlier terminated in accordance with the provisions of this Lease."

3. Article 4, "RENTAL" is amended and restated in its entirety to read as follows:

"4. RENTAL.

(A) Annual Rental. As annual rental for the use and occupancy of the leased premises, Lessee agrees to pay Lessor the sum of \$ 3,700.00 per year, payable in advance on the first day of March of each year throughout the term hereof, commencing on March 1, 2020. All such payments shall be made to Lessor at P.O. Box 2849, Palm Springs, CA 92263, or at such other place as Lessor may, from time to time, indicate by written notice to Lessee. The annual rental is subject to adjustment as set forth below in paragraph 4(B).

If Lessee should fail to pay the full annual rental amount within thirty (30) days after the due date (i.e. by the 30th day of March of each year), Lessee agrees that it would be impracticable or extremely difficult to fix the actual damage to Lessor caused by that failure and therefore agrees to pay a late charge of equal to ten percent (10%) of the annual rental due ("Late Charge"), plus interest at the rate of ten percent (10%) per annum commencing on the date on which the delinquent rental was due ("Default Interest"). (In the event the Late Charge or Default Interest rate are determined to exceed the highest rate permissible under California Law, the Late Charge or Default Interest rate shall be limited to the highest permissible rate then in effect). Lessee shall also pay to Lessor any collection charges or attorneys' fees incurred by Lessor by reason of Lessee's failure to pay said minimum rental amount when due. The amounts due as a Late Charge and/or Default Interest under this paragraph are in addition to and not in lieu of any other remedies of Lessor. Acceptance of any Late Charge and Default Interest, without curing the entire default, shall not constitute a waiver of Lessee's default with respect to the overdue amount, or prevent Lessor from exercising any of the other rights and remedies under this Lease.

(B) Rental Increases. The annual rental shall be increased on March 1, 2023, and on March 1st every three (3) years thereafter during the lease term by the same percentage as the cost of living index has increased over and above the base index as

used herein during the preceding three (3) year period; provided that in no event shall the adjusted annual rental be less than the annual rental in effect immediately prior to the adjustment and provided any such increase shall not exceed fifteen percent (15%) for any three (3) year period. The first base index shall be the cost of living index (as determined below) for the month of November 2019, and subsequent base indexes shall be the cost of living index for the month of November every three (3) years thereafter (November 2022, November 2025, November 2028, etc.). The cost of living index to be used is that reflected by the Consumer Price Index, for All Urban Consumers (CPI-U), Riverside-San Bernardino-Ontario, CA (1982-84=100) published by the Bureau of Labor and Statistics of the United States Department of Labor ("Index"). If for any reason whatsoever there is any change in the method of calculation or formulation of said price index, or if that index shall be no longer published, then another index generally recognized as authoritative shall be substituted by Lessor. In any event, the base used by any new index shall be reconciled to the 1982-84 index.

As an example, the cost of living adjustment that is made on March 1, 2023 shall be based on the difference between the Index published for November 2019 and the Index published for November 2022, with such increase not to exceed fifteen percent (15%). The GMAR shall be increased on March 1st every three (3) years thereafter (i.e., 3/1/2026, 3/1/2029, 3/1/2032, etc.) by the same percentage that the Index published for the immediately preceding November has increased over the Index published for the month of November three (3) years prior, with such increase not to exceed fifteen percent (15%)."

4. Paragraph (a) of Article 10, "FIRE AND DAMAGE INSURANCE", is amended and restated in its entirety to read as follows:

"(a) Lessee shall at all times keep (or cause to be kept or maintained) Lessee's improvements, if any, insured against loss or damage from fire, vandalism, malicious mischief and the perils of the extended coverage endorsement to the California standard fire policy or any form of coverage providing equal or greater protection which insurance shall be carried in the amount of the full insurable value of such improvements. The policy or policies representing such insurance shall be carried in the joint names of Lessee and Lessor, and shall contain a loss payable endorsement in favor of any approved encumbrancer (as hereinafter defined). Each such policy shall be written in the form commonly referred to as "Tenant's Improvement Coverage", and shall contain a waiver of subrogation provision for the benefit of all lessees of other units in the project, the Board of Directors and Lessor. Such insurance shall be primary insurance and shall be carried with responsible insurance companies, who are admitted carriers in the State of California, having a rating of at least A+ - Class XI in the current edition of Best's Insurance Guide. All premiums and other charges payable in respect to such insurance shall be paid by Lessee. A copy of the certificate of each such policy and a copy of the receipt for payment of the premium therefor or other satisfactory evidence of such payment shall be deposited with Lessor."

5. Paragraph (b) of Article 10, "FIRE AND DAMAGE INSURANCE", is amended by deleting "1,000.00" and replacing it with "20,000.00".

6. Article 11, "PUBLIC LIABILITY INSURANCE" is amended and restated in its entirety to read as follows:

"11. PUBLIC LIABILITY INSURANCE.

Lessee shall carry or cause to be carried liability insurance in the amount of \$1,000,000 or more and shall name the Lessor as an additional insured."

7. Article 17, "ASSIGNMENT" is amended and restated in its entirety to read as follows:

"17. SUBLEASE, ASSIGNMENT, TRANSFER.

(a) Lessee shall not assign or otherwise transfer this lease, or any right or interest herein, or in or to any of the buildings and improvements on the leased premises, nor shall Lessee sublet said premises or any part thereof for a term longer than twelve (12) months, without first obtaining the written consent of Lessor and until the Lessee/assignor/transferor (or assignee/transferee) shall pay to Lessor a "Transfer Fee" equal to the then existing annual rental and an Administrative Fee as described in paragraph 17(b) below; provided however, that nothing herein contained shall alter or impair the provisions of Section 18, "ENCUMBRANCE". If assignment forms prescribed by Lessor are used to effectuate an assignment of the leasehold interest, consent to assignment may not be withheld by Lessor provided there are no then existing uncured defaults under this lease and the Transfer Fee (if applicable) and Administrative Fee are paid.

(b) The Transfer Fee is meant to apply to sales and transfers for value of the Lessee's interest in the lease, thus it will not apply to transfers to Lessee's revocable trust and/or gifts/bequests (i.e. no consideration is given) to Lessee's children, spouses and/or domestic partners, and other family members. The Administrative Fee is a fee payable to Lessor's agent in connection with the processing the documentation of the assignment or transfer of this lease. The Administrative Fee for processing the documentation of the assignment or transfer of this lease in an amount not to exceed \$385.00, with this amount subject to adjustment in the same manner as annual rental is adjusted pursuant to the provisions of paragraph B of ARTICLE 4, "RENTAL" (e.g. this Administrative Fee amount of \$385.00 may be increased every 3 years beginning March 1, 2023 and every 3 years thereafter, with a maximum increase of 15% per adjustment period)."

8. Paragraph (a) of Article 18, "ENCUMBRANCES", is amended and restated in its entirety to read as follows:

“(a) Approval of Encumbrances. This lease, or any right to or interest in this lease, or any of the improvements on the leased premises may not be encumbered without Lessee first (i) paying Lessor a “Finance Fee” equal to fifty percent (50%) of the then current annual rental and (ii) obtaining the written approval of Lessor, which approval shall not be unreasonably withheld, and no encumbrance shall be valid without such approval. Lessee agrees to furnish as requested any financial statement or analyses pertinent to the encumbrance that Lessor may deem necessary to justify the amount and terms of said encumbrance. Lessee also agrees to pay Lessor’s agent an Administrative Fee for processing the documentation of the approval of the encumbrance of this lease in an amount not to exceed \$250.00, with this amount subject to adjustment in the same manner as annual rental is adjusted pursuant to the provisions of paragraph B of ARTICLE 4, “RENTAL” (e.g. this Administrative Fee amount of \$250.00 may be increased every 3 years beginning March 1, 2023 and every 3 years thereafter, with a maximum increase of 15% per adjustment period).”

9. Paragraph (c) of Article 18, “ENCUMBRANCES”, is amended and restated in its entirety to read as follows:

“(c) If the leasehold estate of Lessee shall be transferred at foreclosure sale under an encumbrance approved as hereinabove provided (whether by judicial or non-judicial sale) or under an assignment in-lieu-of foreclosure, the provisions of Article 17, “SUBLEASE, ASSIGNMENT, TRANSFERS”, hereof requiring consent to such assignment and the payment of a Transfer Fee shall not apply to such transfer. However, within thirty (30) days following any such transfer (pursuant to the preceding sentence), Lessor shall be provided with documents, in form acceptable to Lessor, whereby Lessee acknowledges that Lessee shall be bound by each and all of the covenants, agreements, terms, provisions and conditions of the Lease as amended, provided to be kept and performed by Lessee. Any subsequent transfer of such leasehold shall be subject to the covenants and conditions relating thereto as hereinabove set forth in Article 17, “SUBLEASE, ASSIGNMENT, TRANSFERS”, including the requirement to obtain written consent of Lessor and payment of a Transfer Fee and an Administrative Fee relating to transfers.”

10. Paragraph (d) of Article 18, “ENCUMBRANCES”, is amended by deleting the two references to “thirty (30)” and replacing each with “sixty (60)” (note: this change is intended to provide approved encumbrancers additional notice and cure periods related to Lessee defaults under the Lease).
11. Article 21, “NOTICES”, is amended to delete “563 Sierra Way, Palm Springs, California 92262” and replace it with “P.O. Box 2849, Palm Springs, CA 92263” (note: this simply updates Lessor’s address for notice purposes).
12. Full Force and Effect. The Lease, as amended and modified by this Amendment No. 1, is and shall remain in full force and effect.

13. This Amendment No. 1 may be executed in any number of counterparts and when so executed all such counterparts shall constitute a single instrument binding upon all parties hereto notwithstanding the fact that all parties are not signatory to the original or to the same counterpart. The parties hereto agree that the signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all parties may be physically attached to a single document.

IN WITNESS WHEREOF, each of the parties hereto have caused this Amendment No. 1 to Condominium Lease to be executed the day and year first above written.

LESSOR:

ESTADOS SOUTH TRUST,
ESTABLISHED OCTOBER 17, 2002

By  TRUSTEE
STEVE FREEMAN, Trustee

LESSEE:


MICHAEL F. WACKS

ALL SIGNATURES MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1050

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 RIVERSIDE

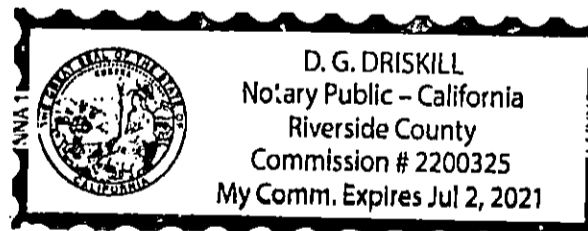
On August 31, 2020 before me, D.G. DRISKILL, a notary public personally appeared Steve Freeman

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.

Signature [Handwritten Signature]



(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1050

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 RIVERSIDE

On JULY 22ND, 2020 before me, DAVE BERGHOFF, a notary public personally appeared MICHAEL F. WACKS

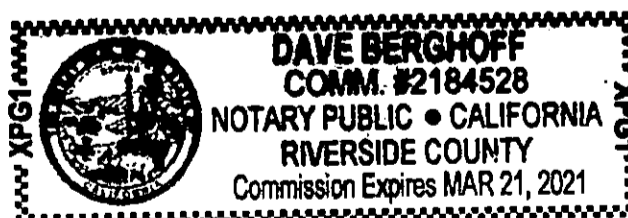
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.

Signature *Dave Berghoff*

(Seal)



TRACT 10911

EXHIBIT A

A LEASEHOLD ESTATE CREATED BY THAT CERTAIN LEASE DATED January 11, 1979, EXECUTED BY ESTADOS SOUTH TRUST, ESTABLISHED 10/17/2002, SUCCESSOR IN INTEREST TO THE LESSOR NAMED IN THE CONDOMINIUM LEASE, AND RECORDED ON February 13, 1979, AS INSTRUMENT NO. 29946, OF THE OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED THEREIN.

PARCEL 1: AN UNDIVIDED 1/72ND INTEREST IN AND TO LOT NO. 1 OF TRACT NO. 10911 IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 95 , PAGE(S) 58 & 59 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

EXCEPT UNITS 1 TO 72, BOTH INCLUSIVE, AS SHOWN ON THE CONDOMINIUM PLAN RECORDED SEPTEMBER 15, 1978 AS INSTRUMENT NO. 195956, OF OFFICIAL RECORDS OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL2: UNIT NO. 66, AS SHOWN ON THE CONDOMINIUM PLAN RECORDED SEPTEMBER 15, 1978 AS INSTRUMENT NO. 195956, OF OFFICIAL RECORDS, COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 3: A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES IN AND OVER THAT PORTION OF LOT 1 OF TRACT NO. 10911 IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 95, PAGES 58 AND 59 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AS "PRIVATE DRIVEWAY" EASEMENTS.

SAID EASEMENTS BEING APPURTENANT TO THE LAND DESCRIBED IN PARCEL 1 HEREINABOVE.