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**FIRST AMENDMENT TO  
FIRST RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR TOLUCA TOWN HOUSE NO. 3 HOMEOWNERS'  
ASSOCIATION**

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THIS FIRST AMENDMENT TO FIRST RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TOLUCA TOWN HOUSE NO. 3 HOMEOWNERS' ASSOCIATION ("First Amendment to First Restated Declaration") is made by Toluca Town House No. 3 Homeowners' Association, a California nonprofit mutual benefit corporation ("Association").

**RECITALS**

A. On August 5, 1964, Lakeside Apartments, Inc., a California Corporation, recorded that certain *Declaration of Establishment of Covenants, Conditions and Restrictions (CC&R's) for Toluca Town House No. 3*, in Book M1588, pages 452-469, of Official Records of Los Angeles County ("Original Declaration"), for the establishment of that residential project in the City of Burbank, County of Los Angeles, State of California, known as Toluca Town House No. 3, the legal description of which is as follows:

Units one (1) through thirty-six (36) inclusive and lot thirty-seven (37) of Tract No. 28749 as shown on map recorded in Book 726, pages 64-66 of maps in the Office of the County Recorder of Los Angeles County, State of California.

B. On December 12, 2012, the Association recorded the *First Restated Declaration of Covenants, Conditions and Restrictions for Toluca Town House No. 3 Homeowners' Association*, as Instrument No. 20121916344, in the Official Records of Los Angeles County ("First Restated Declaration"). The First Restated Declaration replaced the Original Declaration and all amendments thereto, in its entirety.

C. Article XVII, Section 17.02, subd. (a), of the First Restated Declaration provides that the First Restated Declaration may be amended by the vote or assent by written ballot of the holders of not less than fifty-one percent (51%) of the Voting Power of the Members.

D. Article XVII, Section 17.02, subd. (b)(i), of the First Restated Declaration requires the approval of the Mortgagees if certain amendments to the First Restated Declaration are made. None of the triggering events requiring Mortgagee approval are present in this First Amendment, and therefore the Association is not required to seek the same.

E. The Association has determined that it is in its best interest to amend certain provisions of the First Restated Declaration pursuant to this First Amendment to First Restated Declaration.

NOW THEREFORE, the Association hereby declares as follows:

1. Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated herein by this reference.

2. Definition of Terms. All capitalized terms used herein shall have the meanings as provided in the First Restated Declaration.

3. Amendment of Article II, Section 2.03 of the First Restated Declaration. Article II, Section 2.03 of the First Restated Declaration is hereby deleted and replaced with the following language:

Section 2.03. Delegation of Use.

(a) Delegation of Use and Leasing of Units, Generally. Any Owner may delegate, in accordance with and subject to the Governing Documents, his or her rights to use and enjoy the Common Area and Common Facilities to his or her Family members, tenants or contract purchasers who reside in the Unit, subject to the provisions of this Section 2.03.

(b) Lease Waiting Period. No Owner may rent his or her Unit during the one (1) year period immediately following the Owner’s purchase or assumption of title to the Unit (the “Lease Waiting Period”). Prior to renting his or her Unit, the Owner shall provide the Association verification of the date the Owner acquired title to the Unit.

(c) Lease Requirements.

(i) Subject to the Lease Waiting Period, an Owner may rent his or her Unit pursuant to a Lease that is: (A) in writing; (B) for a term of at least one (1) year (the “Minimum Lease Term”); and (C) subject in all respects to the Governing Documents, including, but not limited to, this First Amendment to First Restated Declaration and the First Restated Declaration.

(ii) No sub-rental or sub-lease of a Unit, or assignment of a Lease, shall be permitted.

(iii) No less than the entirety of a Unit may be rented under a Lease, or otherwise. Notwithstanding the foregoing, one (1) roommate paying rent to an Owner may reside simultaneously with an Owner in the Owner’s Unit.

(iv) No Unit may be used for vacation rentals (for example only, listed on Airbnb, VRBO or a similar website) or rented to a corporate housing company.

(v) Any Lease of a Unit shall be subject to the provisions of the Governing Documents, all of which shall be deemed incorporated by reference in the Lease. The lessor-Owner shall provide each tenant or lessee with a copy of the Governing Documents and any Association Rules applicable to leasing, and shall be responsible for compliance by the Owner's tenant or lessee with all applicable Governing Document provisions during the tenant's/lessee's occupancy and use of the Unit.

(vi) Each Owner shall be responsible for any and all violations of the Governing Documents committed by any Tenant of the Owner's Unit, and the failure by the Tenant to comply with the Governing Documents will constitute a default under the Lease. If any Tenant of a Unit violates the Governing Documents, the Association may bring an action in its own name and/or in the name of the Unit Owner to have the Tenant evicted and/or to recover damages; a court may find a Tenant guilty of unlawful detainer despite the fact that an Owner may not be the plaintiff in the action and/or the Tenant is not otherwise in violation of the Lease. If permitted by law, the Association may recover all costs, including, without limitation, attorneys' fees and costs, in prosecuting any unlawful detainer action against a Tenant of a Unit pursuant to the foregoing provisions. The remedies described in this subsection (c)(v) are not exclusive and are in addition to any other remedies available to the Association by law, in equity, and/or by the authority of the Governing Documents, including, but not limited to, this First Amendment to First Restated Declaration and the First Restated Declaration.

(vii) Each Owner shall be deemed to have agreed to save, hold harmless, indemnify, and defend the Association and its Directors, officers, agents, representatives, and employees from and against any and all claims, demands, actions, causes of action, liabilities, damages, and expenses arising out of, or incurred as a result of, the rental/leasing of the Owner's Unit, together with all costs, expenses, and attorneys' fees resulting therefrom.

(d) Exemptions; Enforcement.

(i) The Board is authorized and empowered, through its rule making power, to establish rules and procedures to protect the Association, the Common Area, and Common Facilities from negligence, damage, destruction, and/or increased costs caused by the tenants or lessees of any Owners, their families and guests.

(ii) The Board shall be authorized and empowered, in its sole and reasonable discretion, to grant a hardship exemption for the Owner with respect to the

6

Minimum Lease Term and Lease Waiting Period. For purposes of this subsection, a “hardship” shall be defined as the need of an Owner to rent his or her Unit as a result of an unforeseeable event and/or because enforcement of the Minimum Lease Term or Lease Waiting Period against the Owner could reasonably subject the Owner to suffer a severe financial difficulty.

(iii) Notwithstanding anything to the contrary contained in this Section 2.3, the Lease Waiting Period shall not apply to: (A) any Owner of record as of the recordation date of this First Amendment to First Restated Declaration; (B) any Owner exempted from the Lease Waiting Period under the Davis-Stirling Act; and (C) the Association. Further, the Minimum Lease Term shall not apply to any Lease in effect as of the recordation date of this First Amendment to First Restated Declaration.

(iv) If an Owner rents his or her Unit in violation of the provisions of this Section 2.3, the Owner shall be subject to disciplinary measures, including, but not limited to: (A) a monetary penalty in an amount to be determined by the Board; (B) suspension of membership privileges, including the right to vote on Association matters; (C) other disciplinary measures; and/or (D) a Reimbursement Assessment in an amount equal to the costs incurred by the Association related to addressing such violation, including, without limitation, attorneys’ fees and costs, irrespective of whether the Association is able to obtain a court order to evict the Tenant or otherwise effectuate the legal eviction of the non-compliant Tenant from the Owner’s Unit.

(v) In the event that any tenant or lessee fails to honor the provisions of any Governing Document, the Association shall be entitled to take such corrective action as it deems appropriate. Without limiting the foregoing, the Association’s actions may include suspension of the tenant’s privileges to use the Common Area and/or Common Facilities, or the imposition of fines and penalties against such tenant or Owner, subject to any due process requirements.

(e) Use of Common Facilities. During any period when a Unit has been Leased, the Owner, the Owner’s Family, guests and invitees shall not be entitled to use and enjoy the recreational Common Facilities while the Owner’s Unit is occupied by such tenant or lessee, unless the Owner is contemporaneously residing in another Unit within the Property. An Owner who is selling his or her Unit pursuant to a contract of sale must delegate, in accordance with the Governing Documents, the Owner’s membership rights and rights of enjoyment to the Common Area and Common Facilities to the Owner’s contract purchaser/vendee. An Owner who leases or rents his or her Unit shall retain the right to enter the Property and the Owner’s Unit to perform all the functions and responsibilities common of landlords.

4. Addition of Article VI, Section 6.06 to the First Restated Declaration. Article VI,

Section 6.06 is hereby added to the First Restated Declaration as follows:

Section 6.06. Eradication of Wood-Destroying Pests.

The Association shall be responsible for the prevention and eradication of infestation by wood-destroying pests and organisms (collectively, "Pests") in the Common Area. The Association may, if determined by the Board to be economically feasible, adopt an inspection and prevention program for the prevention and eradication of infestation by Pests within the entire Development, including both the Common Area and the Units. If the Association adopts such a program, each Owner shall bear the share of the costs applicable to his or her Unit as a Regular Assessment or as otherwise levied by the Board. If the Association does not adopt such program, each Owner shall be responsible for the prevention and eradication of infestation by Pests within his or her Unit.

The Association may cause the temporary, summary removal of any Owner, Resident, or Invitee from a Unit for such periods and at such times as may be necessary for prompt, effective treatment of Pests. The Association shall give notice of the need to temporarily vacate a Unit to the Residents and Owners of such Unit not less than fifteen (15) days nor more than thirty (30) days prior to the date of the temporary relocation. The notice shall state the reason for the temporary relocation, the date and time of the beginning of treatment, the anticipated date and time of termination of treatment, and that the Residents will be responsible for their own accommodations during the temporary relocation. Notice by the Association shall be deemed complete upon either: (1) personal delivery of a copy of the notice to the Residents of the Unit, and if the Owner of the Unit is not one of the Residents, Individual Delivery of a copy of the notice to the Owner; or (2) Individual Delivery to the Residents of the Unit at the address of the Unit, and if the Owner is not one of the Residents of the Unit, Individual Delivery of a copy of the notice to the Owner.

5. Amendment of Article VII, Section 7.15 of the First Restated Declaration. Article VII, Section 7.15 is hereby deleted and replaced with the following language:

Section 7.15. Household Members. Each Owner and resident shall be accountable to the other Owners, their families, lessees, visitors, guests, and invitees, for the conduct and behavior of all of their household members, including lessees, visitors, guests, invitees, family members, and household members who are temporarily residing in or visiting the Owner's Unit and for any property damage caused by such persons.

6. Addition of Article VII, Section 7.19 to the First Restated Declaration. Article VII, Section 7.19 is hereby added to the First Restated Declaration, as follows:

Section 7.19. Smoking. No smoking of tobacco or any other substances shall be permitted

in any portion of the Common Area (including, but not limited to, any Exclusive Use Common Area). If the City, County, or State of California adopts an ordinance or law allowing the Association to prohibit smoking in Units, the Board may, in its sole discretion, adopt and enforce a Rule prohibiting smoking in Units. If the City, County, or State of California adopts an ordinance or law that would prohibit or ban smoking in Units, all Owners, Residents, and their Invitees shall be required to comply with such ordinance or law, and the failure to do so shall be deemed a violation of the Governing Documents.

In the event a complaint is made regarding smoking of tobacco or any other substance within a Unit, the parties involved shall endeavor to resolve the dispute without involvement of the Association. However, upon request, the Board will evaluate the complaint and determine the appropriate level of Association participation in the dispute resolution process, if any. Notwithstanding the foregoing, in no event shall the Association be obligated to resolve a complaint regarding smoking within a Unit to the satisfaction of a complaining party if the Board determines such complaint is a neighbor-to-neighbor dispute and/or involves a hyper-sensitivity to smoke.

7. Amendment of Article IX, Section 9.06 of the First Restated Declaration. Article IX, Section 9.06 of the First Restated Declaration is hereby deleted and replaced with the following language:

Section 9.06. Owner’s Insurance.

(a) Property Damage and General Liability Insurance. Each Owner is responsible for insuring his or her personal property located within the Development. Each Owner is also responsible for insuring all finishes, fixtures and Improvements in and comprising the Owner’s Unit against fire and other casualty, including, but not limited to: interior walls and doors; ceiling, floor and wall surface materials; utility fixtures; cabinets; built-in appliances; heating and air-conditioning systems; and any equivalent replacements to the foregoing. Nothing in this Restated Declaration precludes any Owner from carrying public liability insurance as he or she may deem reasonable, however, such insurance coverage may not adversely affect or diminish any coverage under any of the Association’s insurance policies. If any loss intended to be covered by insurance carried by or on behalf of the Association occurs and the proceeds payable are reduced due to insurance carried by an Owner, such Owner shall assign the proceeds of the Owner’s insurance to the Association, to the extent of such reduction, for application to the same purposes as the reduced proceeds are to be applied.

(b) Renter’s and Landlord’s Insurance. An Owner whose Unit is subject to a Lease shall require as a term of the Lease that the Tenant is required, at all times during the Tenant’s tenancy and occupancy of the Owner’s Unit, to obtain and maintain “renter’s insurance” covering the replacement value of the Tenant’s personal property and belongings located in the Unit from



damage and loss. Such Owner shall also be required to maintain “landlord’s insurance” during the period of the Lease, under an insurance policy that covers the Owner’s Unit from financial losses connected with the Unit; such policy shall cover standard perils such as fire, and, to the extent commercially available, include coverage for accidental damage, malicious damage by tenants, and rent guarantee insurance.

(c) Proof of Insurance. Duplicate copies of the insurance policies required under this Section 9.06 shall be submitted by an Owner to the Board upon request. Notwithstanding the foregoing, the Association shall not have the obligation to confirm that any Owner or Tenant carries the insurance required under this Section 9.06 and/or confirm the terms of any insurance purchased by an Owner or Tenant.

(d) Lack of Insurance. The Association shall not be responsible for any damage or loss to an Owner’s Unit, another Unit, or the Common Area for which the Owner is responsible and the Owner does not maintain sufficient insurance coverage for the cost of repair and restoration of such damage or loss.

8. Amendment of Article IX, Section 9.09 of the First Restated Declaration. Article IX, Section 9.09 of the First Restated Declaration is hereby deleted and replaced with the following language:

Article IX, Section 9.09. Insurance Deductibles. In the event of a property damage or loss claim for which proceeds are made available under an insurance policy carried by the Association, the responsibility for payment of any deductible applicable to such claim shall be as follows:

(a) An Owner shall be responsible for the cost of any deductible if the damage or loss covered under the claim relates solely to items owned by the Owner, or for which the Owner is responsible, including but not limited to items within the Owner’s Unit. If the claim involves damage or loss to multiple Units, each of the affected Owners shall be responsible for a proportionate share of the cost of the deductible equal to the proportionate share that the value of the items owned by the Owner, or for which the Owner is responsible, included in the claim bears to the total claim amount.

(b) The Association shall be responsible for the cost of any deductible if the damage or loss covered under the claim relates solely to items owned or controlled by the Association, or for which the Association is responsible, including but not limited to Improvements in the Common Area.

(c) If the claim involves damage or loss to one (1) or more Units and the Common Area, then the following shall occur: each of the affected Owners shall be responsible for a proportionate share of the cost of the deductible equal to the proportionate share that the value of

the items owned by the Owner, or for which the Owner is responsible, included in the claim bears to the total claim amount; and the Association shall be responsible for a proportionate share of the cost of the deductible equal to the proportionate share that the value of the items owned or controlled by the Association, or for which the Association is responsible, included in the claim bears to the total claim amount.

(d) Notwithstanding the foregoing, if any Common Area damage or loss (including, but not limited to, any damage or loss to any Exclusive Use Common Area) is caused by the negligence, willful acts, or omissions of an Owner, a Resident of the Owner's Unit, or an Invitee of either, such Owner shall be liable for the cost of the deductible. In such case, the cost of the deductible shall be levied against the Owner as a Special Individual Assessment, after notice and a hearing before the Board.

(e) The Board may deviate from the procedures set forth in this Section 9.09 if, in the Board's sole discretion, such deviation is reasonable under the circumstances and compliant with the law.

9. Effectiveness of First Restated Declaration. Except as specifically amended herein, all other provisions of the First Restated Declaration remain in full force and effect.

**[END OF DOCUMENT]**

**CERTIFICATION**

We, the undersigned, do hereby certify that:

1. We are the duly appointed and acting President and Secretary of Toluca Town House No. 3 Homeowners' Association (the "Association"), a California nonprofit mutual benefit corporation.

2. The foregoing *First Amendment to First Restated Declaration of Covenants, Conditions and Restrictions for Toluca Town House No. 3 Homeowners' Association* was approved by at least fifty-one percent (51%) of the total voting power of the Association on May 7 2018, ~~2017~~, in accordance with the requirements of the First Restated Declaration and the Davis-Stirling Common Interest Development Act.

IN WITNESS WHEREOF, we have executed this *First Amendment to First Restated Declaration of Covenants, Conditions and Restrictions for Toluca Town House No. 3 Homeowners' Association* this 12 day of May, ~~2017~~. 2018

**Toluca Town House No. 3 Homeowners' Association**

By: 

Name: Michele Phillips

Title: President

By: 

Name: Andrea Kim

Title: Secretary

See Attached Notarial Certificate  
C.A.T., NOTARY PUBLIC, 05-12-18

See Attached Notarial Certificate  
C.A.T., NOTARY PUBLIC, 05-12-18

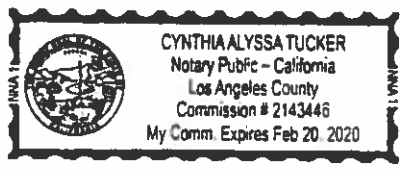
"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

On 12 MAY 2018, before me, CYNTHIA ALYSSA TUCKER, Notary Public, personally appeared MICHELE PHILLIPS, 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/she executed the same in his/her authorized capacity, and that by his/her 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.



Cynthia Alyssa Tucker  
Notary Public

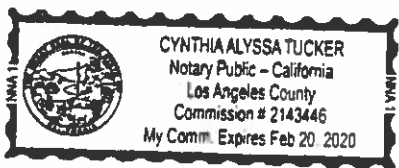
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STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

On 12 MAY 2018, before me, CYNTHIA ALYSSA TUCKER, Notary Public, personally appeared ANDREA KIM, 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/she executed the same in his/her authorized capacity, and that by his/her 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.



Cynthia Alyssa Tucker  
Notary Public