

Amendment to  
Trust Agreement  
October 13, 1971

Recorded at request of and  
When recorded mail to:

William F. Price  
500 Newport Center Drive  
Newport Beach, California 92660

RECORDED IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA		
12	Min. Past	P.M. OCT 13 1971
J. WYLIE CARLYLE, County Recorder		

\$ 12.00

AMENDMENT TO TRUST AGREEMENT

Parties

The parties to this agreement are: Golden Rain Foundation of Laguna Hills, a California nonprofit corporation, First Laguna Hills Mutual, a California nonprofit corporation, Second Laguna Hills Mutual, a California nonprofit corporation, Third Laguna Hills Mutual, a California nonprofit corporation, Laguna Hills Mutual No. Twenty-Six, a California nonprofit corporation, Laguna Hills Mutual No. Thirty, a California nonprofit corporation, Laguna Hills Mutual No. Thirty-One, a California nonprofit corporation, Laguna Hills Mutual No. Thirty-Two, a California nonprofit corporation and Laguna Hills Mutual No. Thirty-Three, a California nonprofit corporation.

Recitals

1. Golden Rain Foundation of Laguna Hills is Trustee and the other parties hereto are Trustors under that certain Trust Agreement dated March 2, 1964 and recorded as Document No. 6217 on March 6, 1964 in Book 6953, Page 519 of Official Records in the Office of the County Recorder of the County of Orange, State of California, hereinafter referred to as the Trust Agreement.

2. Exhibit B attached to said Trust Agreement was amended by agreement dated March 30, 1964 and recorded as Instrument No. 4746 on April 6, 1964 in Book 6992, Page 599 of Official Records in the Office of the County Recorder of the County of Orange, State of California.
3. Exhibit C attached to said Trust Agreement was amended by agreement dated February 1, 1966 and recorded as Instrument No. 8001 on February 11, 1966 in Book 7838, Page 70 of Official Records in the Office of the County Recorder of the County of Orange, State of California.
4. Said Trust Agreement was further amended by agreement dated October 4, 1968 and recorded as Instrument No. 4899 on January 9, 1969 in Book 8841, Page 215 of Official Records in the Office of the County Recorder of the County of Orange, State of California.
5. It is the desire of the parties hereto that said Trust Agreement, as amended, be amended further as set forth herein.

Terms

In consideration of the mutual promises contained herein the parties hereto hereby agree as follows:

1. Paragraph J of Section VII of said Trust Agreement is hereby amended to read as follows:
  - J. TRUSTEE is expressly prohibited from exercising any power vested in it under this Trust for the primary benefit of TRUSTEE or for the benefit of any person other than the beneficiaries of this Trust and their members, provided that subject to prior written consent of the beneficiaries exercising two-thirds of the voting power of TRUSTEE,

as provided in the by-laws of TRUSTEE, TRUSTEE may provide medical services to or permit the use of any medical facilities by persons other than the beneficiaries of this Trust or their members under such terms and conditions as may be determined by TRUSTEE.

2. Section IX of said Trust Agreement is hereby amended by adding the following paragraphs E, F. and G:
  - E. Wherever the word "Cooperatives" is used in this agreement or in any exhibit attached hereto, including any amendments of this agreement or exhibits attached hereto, it shall also mean management bodies of condominium housing projects at Rossmoor Leisure World of Laguna Hills, California.
  - F. Wherever the words "Members of Cooperatives" are used in this agreement or in any exhibit attached hereto, including any amendments of this agreement or exhibits attached hereto, they shall also mean the members of the management bodies of condominium housing projects at Rossmoor Leisure World of Laguna Hills, California.
  - G. In the event the development of a cooperative housing project or a condominium housing project is not financed with a mortgage loan insured by the FHA, then the amount to be transferred by the cooperative in trust to Golden Rain shall be determined by Golden Rain.
3. Paragraph 8 of Exhibit B attached to said Trust Agreement, as amended, is hereby amended to read as follows:
  8. The extent of the services to be provided by GOLDEN

RAIN, the rules and regulations with respect to the use of the Improvements, the persons entitled to receive said services or to use said Improvements and the charges therefor shall be determined and established by the Board of Directors of GOLDEN RAIN in its sole discretion, provided that the furnishing of any medical services to or the use of any facilities by persons other than the Cooperatives or members of the Cooperatives shall be subject to prior written consent of the Cooperatives exercising two-thirds of the voting power of Golden Rain, as provided in the by-laws of Golden Rain.

4. The amendment to the Trust Agreement dated October 4, 1968 and recorded as Instrument No. 4899 on January 9, 1969 in Book 8841, Page 215 of Official Records in the Office of the County Recorder of the County of Orange, State of California, is hereby superseded and cancelled.
5. This agreement shall be effective upon execution of written consent by United California Bank, The Bowery Savings Bank, Metropolitan Life Insurance Company, Government National Mortgage Association and Great Western Savings and Loan Association of Southern California, as Mortgagees of the real property of certain parties to this agreement, and the Federal Housing Administration.

Dated: SEP 29 1971

GOLDEN RAIN FOUNDATION OF LAGUNA HILLS

By R L Price, Pres  
R. L. Price, President