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RECORDING REQUESTED BY, AND
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STEIN & BAYDALINE LLP
Attn: Bruce R. Inman, Esq.
895 University Avenue
Sacramento, California 95825



PLACER, County Recorder
JIM MCCAULEY

DOC- 2003-0211047

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DECLARATION OF ANNEXATION,
SUPPLEMENTAL DECLARATION,
AND
RESERVATION OF EASEMENTS
FOR
PHASE 3, PARCEL 91, UNIT 44

**DECLARATION OF ANNEXATION, SUPPLEMENTAL DECLARATION,
AND RESERVATION OF EASEMENTS
FOR WHITNEY OAKS PHASE 3, PARCEL 91, UNIT 44**

This Declaration of Annexation, Supplemental Declaration, and Reservation of Easements for Whitney Oaks Phase 3, Parcel 91, Unit 44 ("Declaration of Annexation") is made by WL Homes, LLC, a Delaware limited liability company, doing business as John Laing Homes ("Declarant"), in reference to the following facts:

RECITALS

A. Declarant is the record owner of that certain real property located in the unincorporated portion of Placer County, California, more particularly described as follows:

Units 1 through 71, and the Condominium Common Area, as shown on the Condominium Plan entitled "Whitney Oaks Phase 3, Parcel 91, Unit 44 Condominium Plan" filed for Record on 12/24, 2003, as Document No. 2003-0311052, Placer County Records, together with Lots 1 and 2 and Sterling Drive, Kensington Court and Lawton Court, as shown on the subdivision map of "Whitney Oaks Phase 3, Parcel 91, Unit 44 Condominium", filed for Record on 12/24, 2003 in Book Z of Maps, at Page 57, Placer County Records.

In this Declaration of Annexation the above described real property is referred to as the "Annexed Property", and subdivision map is referred to as the "Subdivision Map", and the condominium plan is referred to as the "Condominium Plan".

B. Cal-Stanford Oaks, LLC executed that certain Master Declaration of Covenants, Conditions and Restrictions for Whitney Oaks, which was Recorded on August 20, 1997, as Document No. 97-0049461, and that certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Whitney Oaks, Recorded October 7, 1997, as Document No. 97-0062255, in the Official Records of Placer County, California, ("Master Declaration"). The Master Declaration covers, and is binding upon the Master Association, and all Owners of Lots and Units which are more particularly described in the Master Declaration as the Property. The Overall Property, also known as Whitney Oaks, consists of the Property and all property which may be annexed to the Property, including the Annexed Property.

C. Section 13.02 of the Master Declaration provides for the unilateral annexation by the Declarant of any and all portions of the Overall Property to Whitney Oaks and Sections 1.53 and 13.06 of the Master Declaration provide for the Recordation of a Supplemental Declaration which may modify terms of the Master Declaration. Declarant desires to add the Annexed Property to the Property and thereby subject the Annexed Property to this Declaration of Annexation and the Master Declaration, as modified by this Supplemental Declaration.

NOW, THEREFORE, Declarant declares as follows:

1. Annexation.

1.01. Annexation of the Annexed Property. Declarant, as the owner of the Annexed Property, declares that the Annexed Property is hereby annexed to and made a part of the Property. This Declaration of Annexation constitutes a "Declaration of Annexation" as described in Sections 1.19 and 13.05 of the Master Declaration, and also constitutes a "Supplemental Declaration" as described in 1.53 and 13.06 of the Master Declaration to the extent this Declaration of Annexation modifies any provision of the Master Declaration. The

Annexed Property, and each part thereof, shall be held, sold, leased, transferred, occupied and conveyed subject to the terms, provisions, covenants, conditions, restrictions, easements and equitable servitudes of the Master Declaration and this Declaration of Annexation. The Annexed Property constitutes a single condominium project as defined by California Civil Code Section 1351(f).

1.02. Phase. For purposes of determining when Regular Assessments shall commence with respect to the Condominium Units located within the Annexed Property in accordance with Section 4.02(c) of the Master Declaration, the Condominiums within the Annexed Property constitute a Phase as that term is defined in Section 1.38 of the Master Declaration.

1.03. Assessment Obligation.

(A) Commencement of Assessments. Common Assessments shall commence with respect to all Condominium Units within the Phase on the first day of the first month following the month in which the first Condominium Unit is conveyed to a person other than the Declarant or a Merchant Builder. Notwithstanding the above, any real property within the Annexed Property which is Common Area shall be exempt from Assessment.

(B) Assessment Components. Each Condominium Unit within the Annexed Property shall be subject to the following Assessments:

1. General Assessment Component. Each Condominium Unit shall be subject to a General Assessment Component, as described in Section 4.02(b)(i) of the Master Declaration;
2. Condominium Cost Center Assessment Component. A Cost Center is established, (the "Condominium Cost Center"), which consists of all expenses associated with the maintenance, repairs, and replacement of certain Common Areas and Common Facilities which serve or are located within the Annexed Property. The Common Areas and Common Facilities within the Annexed Property which are subject the Condominium Cost Center (the "Condominium Cost Center Assessment Components"), shall include all of the following items: (i) all maintenance, repair, and replacement of the Association Common Area, excluding Sterling Drive, Kensington Court and Lawton Court within the Annexed Property; (ii) reserves for replacement of the Association Common Area, excluding Sterling Drive, Kensington Court and Lawton Court, within the Annexed Property; and (iii) management, insurance premiums and deductibles, accounting, and legal expenses related to the Association Common Area, excluding Sterling Drive, Kensington Court and Lawton Court, within the Annexed Property. The Condominium Cost Center Assessment Components shall be allocated in equal shares among and charged to the Owners of Condominium Units within the Annexed Property; and
3. Recreational Facilities Assessment Component. Each Condominium Unit shall be deemed a Recreational Facilities Cost Center Lot and shall be subject to a Recreational Facilities Cost Center assessment component, as more particularly described in the Supplemental Declaration for Whitney Oaks, Unit 4 Common Facilities, Recorded March 19, 2003, as Document No. 2003-0041378, Official Records of Placer County.

1.04. Equitable Servitudes. The covenants, conditions and restrictions of this Declaration of Annexation and the Master Declaration are imposed as equitable servitudes upon the Annexed Property, and each Unit or Common Area located therein, as a servient tenement for the benefit of each and every other Unit, Lot and Common Area located in the Property, as the dominant tenement.

1.05. Covenants Appurtenant. The covenants, conditions and restrictions of the Master Declaration, as modified by this Declaration of Annexation, shall run with, and shall inure to the benefit of, and shall be binding upon all of the Annexed Property, and shall be binding upon and inure to the benefit of all persons (and such persons' heirs, personal representatives, successors and assigns) having, or hereafter acquiring, any right, title or interest in all or any portion of the Annexed Property.

1.06. Membership in the Master Association. Upon the commencement of Common Assessments against the Condominium Units within the Annexed Property, as provided in Section 1.03, above, each Owner of a Condominium Unit within the Annexed Property shall automatically be a Member of the Master Association, with a separate membership being appurtenant to each Condominium Unit owned.

1.07. Voting Rights. The voting rights of the Owners of Condominium Units located in the Annexed Property shall be as set forth in the Master Declaration and in the Bylaws. Voting rights shall commence with respect to each Condominium Unit within the Annexed Property upon commencement of the payment of Common Assessments for such Condominium Unit, as provided in this Declaration of Annexation and in Section 3.04 of the Master Declaration.

1.08. Common Area. There are three (3) types of Common Area within the Annexed Property:

(A) Association Common Area. Lots 1 and 2 and Sterling Drive, Kensington Court and Lawton Court, as shown on the Subdivision Map and as referred to as Association Common Area in the Condominium Plan, shall be owned in fee by the Master Association and are Common Area as defined in Section 1.10(a) of the Master Declaration.

(B) Condominium Common Area. The Condominium Common Area shown on the Condominium Plan, which constitutes an airspace above the Annexed Property, shall be owned in joint tenancy by the Owners of the Condominium Units, with each Condominium Unit's Owner having an undivided 1/71th ownership interest in the Condominium Common Area. As more particularly described in California Civil Code Section 1351(f), the Condominium Common Area is the real property to be held in undivided interest within the condominium project. The Master Association shall have exclusive control over the use, if any, of the Condominium Common Area.

(C) Exclusive Use Common Area. Appurtenant to each Condominium Unit is a yard area which is Exclusive Use Common Area as defined in Section 1.10(e) of the Master Declaration and California Civil Code Section 1351(i). The location of such Exclusive Use Common Area is shown on the Condominium Plan as "Exclusive Use Common Area" with the appurtenant Unit number.

2. Reservation of Easements.

2.01. Easements in Master Declaration. Declarant hereby reserves easements over the Annexed Property, as appropriate, for the purposes set forth in Article LX of the Master Declaration.

2.02. Rear Yard Maintenance Easements.

(A) Description of Units Subject to Yard Maintenance Easements. Certain Units within the Annexed Property have Residences situated so that a portion of an exterior wall of the Unit's Residence is located on the border of an adjacent Unit's Exclusive Use Common Area. The Unit which contains the Residence so situated shall be referred to as the "Wall Unit" and the Unit with the Exclusive Use Common

Area yard which borders the Wall Unit shall be referred to as the "Yard Unit". The Exclusive Use Common Area of the Yard Unit shall be referred to as the "Rear Yard".

(B) Access by Wall Unit Owners. Declarant hereby reserves an easement over the Rear Yard for the benefit of the Wall Unit Owner to access the Rear Yard at reasonable times and upon reasonable notice to the Yard Unit Owner (twenty-four (24) hours notice, except no prior notice is required in the case of an emergency) and in a reasonable manner for the purposes of maintaining, repairing or restoring the Wall Unit's Residence, including any gutter and downspout attached to the Wall Unit's Residence, and the drainage system serving the Wall Unit. Any damage to any portion of the Rear Yard or its Improvements caused by any such entry shall be repaired by the Wall Unit Owner accessing the Rear Yard.

(C) Restrictions on Rear Yard Use. Each Rear Yard shall be used and enjoyed subject to the following terms and conditions:

- (1) Authorized Uses. The Rear Yard may be used as a general recreation and garden area. The Yard Unit Owner shall have the right to plant vegetation and establish an irrigation system thereon, provided such system is first approved by the Architectural Review Committee. The Yard Unit Owner shall not affix any object, plant, vine, landscaping or device to the Wall Unit Residence. The Yard Unit Owner shall not permit irrigation water to spray the Wall Unit's Residence or otherwise permit any activity or Improvement to affect the structural integrity of the Wall Unit Residence, pierce any plumbing or electrical lines, cause leaks or otherwise damage the water seal thereof. The Owner of the Yard Unit shall indemnify, defend and hold the Wall Unit Owner harmless from any and all loss, damage or liability caused to the Wall Unit's Residence by the Yard Unit Owners due to a violation of this section.
- (2) Prohibited Uses. The Yard Unit Owner shall not install or maintain any basketball hoop or other sports apparatus, barbeque, heating unit, or other object within the Rear Yard in a manner which is hazardous to the Wall Unit Residence, or otherwise creates a nuisance for any other Owner. The Yard Unit Owner shall not permit any balls, toys, or other devices located within the Rear Yard to strike or otherwise contact the Wall Unit Residence.
- (3) Maintenance Responsibilities for Rear Yard Improvements. With the exception of fences, which shall be maintained as provided in Section 3.05, below, the Rear Yard and every Improvement thereon shall be repaired, replaced and maintained continuously in a neat and orderly condition by the Yard Unit Owner. The Wall Unit Owner shall be responsible for the maintenance, repair and replacement of the Wall Unit Residence.
- (4) Structural Improvements. Except for the fences and structures installed by Declarant, no fence, wall or other structure of any kind shall be constructed within, upon or adjacent to the Rear Yard, without the prior written approval of the Architectural Review Committee. The foregoing is in addition to any required building permit or other City approval or requirements, including City setback requirements for patio covers, spas or similar Improvements.
- (5) Drainage. Declarant has graded the Annexed Property and installed landscape drainage systems within the Common Area. No planting or other material or authorized structure (including patios) shall be constructed, altered, placed or permitted to remain on the Rear Yard which alters the pattern of drainage established by Declarant, damage or alter any drainage system or may which obstruct, interfere or retard the flow of water through such

system. Each Wall Unit shall have the right to use the drainage system established within the Rear Yard adjoining the Wall Unit for the purpose of draining such Wall Unit's Residence and Exclusive Use Common Area, provided that such right shall not include the right to discharge noxious or offensive matter.

2.03. Roof and Eaves Overhang Easements. Each Unit is hereby declared to have a two-foot (2') encroachment easement over adjoining Common Area for the overhang of roofs, eaves, and gutters from the Residence constructed within the Unit.

2.04. Other Easements. Each Unit and all Common Area within the Annexed Property and its Owners are hereby declared to be subject to all the easements, dedications and rights-of-way granted or reserved in, on, over and under the Annexed Property as shown on the Subdivision Map and Condominium Plan, and as described in the Master Declaration.

3. Supplemental Restrictions.

3.01 Common Area Use Restrictions. A use permit shall be required for any development or Improvement (except those included in this subdivision approval), including fencing and landscaping, within the Common Area. In the event the Common Area is not maintained in accordance with the development plans approved by the City, the City may, at its sole option, cause the maintenance of the Common Area to be performed. The Master Association shall reimburse the City for any expenses incurred by the City pursuant to this section.

3.02. Garbage Can Restrictions. Trash, garbage, accumulated waste plant material and all other waste and refuse shall be deposited only in covered sanitary containers or recycling containers in accordance with the following provisions:

(A) Required Screening. Except as provided in Section 3.02(B), the containers shall be maintained within the Condominium Unit garage or entirely within the Condominium Unit's Exclusive Use Common Area, or an approved enclosure and shall be screened or otherwise concealed from view from the Association Common Area or any other Residence.

(B) Waste Collection. The containers shall be placed on Sterling Drive, Kensington Court and Lawton Court, for pickup at a reasonable time but in any event no longer than twenty-four (24) hours prior to trash collection and shall be promptly stored as specified in Section 3.02(A) after collection. The Board shall adopt Rules to the satisfaction of the Auburn-Placer Disposal Company and its successors and assigns, regulating the time periods and placement of containers for trash collection.

(C) Unauthorized Storage. No Owner or Resident shall permit or cause any garbage, trash or other waste or refuse to be kept upon any portion of any Condominium Unit or its Exclusive Use Common Area outside of the Residence, except in such containers.

3.03 Restrictions Regarding Rear Yard Improvements. No Improvements, personal property or landscaping in excess of six feet (6') in height shall be permitted within a Condominium Unit's Exclusive Use Common Area, including but not limited to patio umbrellas, lattices, trellises, playground equipment, wind-socks, banners, flags, fireplaces, shrubs, and trees. In addition, no spas, pools or water features shall be installed or placed within an Exclusive Use Common Area without the approval of the Architectural Review Committee. The Architectural Review Committee may not grant a variance of this restriction without the written permission of the City of Rocklin. Owners shall landscape their Exclusive Use Common Area within six (6) months following the Close of Escrow.

3.04 Design Guidelines. In accordance with Design Review DR-2002-22, adopted March 25, 2003 by Rocklin City Council Resolution No. 2003-84, Declarant has submitted to the City improvement and design guidelines for the Exclusive Use Common Area within the Annexed Property (the "Patio Design and Improvement Guidelines"). The Patio Design and Improvement Guidelines address the Improvements and personal property which are permitted within the Exclusive Use Common Area. The Patio Design and Improvement Guidelines shall be included as an attachment to Design Review DR-2002-22 and which shall be incorporated into the Master Association's Design Guidelines, as such term is defined in Section 1.18 of the Master Declaration. The Architectural Review Committee may not grant a variance from the Patio Design and Improvement Guidelines without the written permission of the City of Rocklin.

3.05 Maintenance of Exclusive Use Common Area. Each Owner of a Condominium Unit shall be responsible for the maintenance of his or her Residence and Exclusive Use Common Area. Each Owner shall maintain, repair and replace all party walls in accordance with the following provisions:

(A) General Rules of Law to Apply. Each wall, including patio fences and retaining walls but excluding walls of Residences, installed by Declarant and placed on the dividing line between the Exclusive Use Common Area of two Condominium Units or dividing an Exclusive Use Common Area from the Association Common Area shall constitute a party wall. The general rules of law regarding fences and party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(B) Sharing of Repair and Maintenance. The cost of maintenance and repair of a party wall or fence shall be shared by the Owners who make use of the wall or fence in proportion to such use. For party walls which separate an Owner's Exclusive Use Common Area from the Association Common Area, the Master Association shall be responsible for the maintenance of the surface of the party wall facing the Association Common Area, and the Owner shall be responsible for the structural maintenance, repair, and replacement of such party wall, and the maintenance of surface of the party wall facing the Exclusive Use Common Area.

(C) Weatherproofing. Notwithstanding any other provision of this section, an Owner who by his or her negligent or willful act damages a party wall shall bear the whole cost of repairing the party wall.

(D) Rear Yard Gates. Rear yard gates installed by Declarant are intended to provide access to Exclusive Use Common Areas for maintenance purposes only, and shall not be used for non-maintenance purposes. Owners utilizing such gates shall be responsible for any damage to the Common Area landscaping caused by such gate use.

3.06 Wood-Destroying Pests and Organisms. The Owner of the Condominium Unit containing the Residence shall be solely responsible for all maintenance or repair of a Residence made necessary by the presence of wood-destroying pests or organisms, including the cost thereof. This allocation of maintenance responsibility is intended to alter the statutory maintenance obligations for wood-destroying pests and organisms provided by California Civil Code Section 1364.

4. Incorporation by Reference. The provisions of the Master Declaration are incorporated herein by this reference and are expressly declared to be applicable to the Annexed Property and to each Owner of a Condominium Unit and Common Area therein, as if the Annexed Property was originally encumbered by the Master Declaration. Except as otherwise provided herein, all capitalized terms used in this Declaration of Annexation shall have the same meanings as set forth in the Master Declaration.

5. Effective Date. This Declaration of Annexation shall be effective as of the date of its Recordation in the Official Records of Placer County, California.

IN WITNESS WHEREOF, the undersigned, Declarant has executed this Declaration of Annexation as of Nov, 11, 2003, 2003.

WL HOMES, LLC,
a Delaware limited liability company,
doing business as John Laing Homes

By: _____



Kevin Carson
Division President, Sacramento

By: _____

{Notary Acknowledgment Attached}

NOT TO BE USED FOR TRANSFER OR RESALE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer } ss.

On November 11, 2003 before me,

Date

E. N. Schaldach, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Kevin S. Carson

Kevin S. Carson
Name(s) of Signer(s)

- personally known to me
- ~~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.



WITNESS my hand and official seal.

E. N. Schaldach
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



Consent to Declaration of Annexation

The undersigned, as Beneficiary of that certain Deed of Trust Recorded April 29, 2003 as Document No. 2003-0065806, Official Records of Placer County, consents to this Declaration of Annexation as of November 13, 2003.

RESIDENTIAL FUNDING CORPORATION,
a Delaware corporation

By: Michael F. Ripuk
MICHAEL F. RIPIUK, DIRECTOR

By: Peter Fischer
PETER FISCHER, DIRECTOR

{Notary Acknowledgment Attached}

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

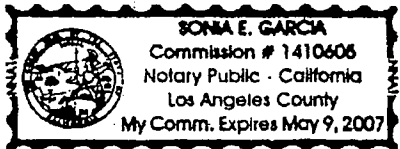
State of California }
County of Los Angeles } ss.

On November 13, 2003 before me, Sonia E. Garcia
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael F. Kipling And Peter Fischer
Name(s) of Signer(s)

personally known to me
 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.



Place Notary Seal Above

WITNESS my hand and official seal.
Sonia E. Garcia
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

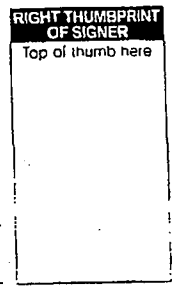
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



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