



Sacramento County Recording
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BOOK **20071119** PAGE **0769**

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Check Number 1988
Monday, NOV 19, 2007 11:51:47 AM
Ttl Pd \$27.00 Nbr-0005158822
KDL/24/2-4

DECLARATION OF ANNEXATION
AND
SUPPLEMENTAL DECLARATION
FOR
FOUR SEASONS AT WESTSHORE, VILLAGE K, PHASE 2

**DECLARATION OF ANNEXATION AND SUPPLEMENTAL DECLARATION FOR
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This Declaration of Annexation and Supplemental Declaration for Four Seasons at Westshore, Village K, Phase 2 ("Declaration of Annexation") is made by K. Hovnanian Forecast Homes Northern, Inc., a California corporation ("Declarant"), in reference to the following facts:

RECITALS

A. Declarant owns that certain real property located in the City of Sacramento, Sacramento County, California, more particularly described as follows:

Lots 14, 15, 16, 26 through 35, 53 through 57, and lot C, as shown on the Subdivision Map entitled "Natomas Central Village K" filed for Record on January 11, 2007, in Book 363 of Maps, at Page 1, Official Records of Sacramento County;

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

B. Declarant executed that certain Restated Declaration of Covenants, Conditions and Restrictions for Serenity at Westshore, which was Recorded on October 4, 2007, in Book 20071004, at Page 962, in the Official Records of Sacramento County, California, ("Declaration"). The Declaration covers, and is binding upon the Association, and all Owners of Lots which are more particularly described in the Declaration as the Development.

C. Section 14.1 of the Declaration provides for the unilateral annexation of any and all portions of the Subsequent Phase Property to the Development. Declarant desires to add the Annexed Property to the Development subject to the Declaration and thereby subject the Annexed Property to this Declaration of Annexation and the Declaration.

D. Section 14.1(b) of the Declaration provides for the Recordation of a Supplemental Declaration to reallocate Phases designated in the Declaration. By the execution and Recording of this Supplemental Declaration, Declarant desires to reallocate the Lots and Common Area designated in Phases 2 and 5 of the Declaration and to establish a new Phase for a portion of the reallocated Lots and Common Area as further described in this Supplemental Declaration.

NOW, THEREFORE, Declarant declares as follows:

1. Annexation.

1.1. Annexation of the Annexed Property. Declarant declares that the Annexed Property is hereby annexed to and made a part of the Development. This Declaration of Annexation constitutes a "Declaration of Annexation" as described in the 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 Declaration and this Declaration of Annexation.

1.2. Phase. For purposes of determining when Regular Assessment payments to the Association shall commence with respect to the Annexed Property, notwithstanding the allocation of Lots, Common

Area, and Association Maintenance Area in Phases "2" and "5" as described in Exhibit "C" of the Declaration, the following real property shall constitute a single "Phase" for all purposes described in the Declaration: The Annexed Property and Lots 6 through 9, 46 through 51, 111 through 114, and lots B, C, and K, as shown on the Subdivision Map entitled "Natomas Central Village C" filed for Record on December 13, 2006, in Book 360 of Maps, at Page 9, Official Records of Sacramento County (the "Village C Map").

1.3. Assessment Obligation.

(a) Components of Regular Assessments. The Regular Assessments for the Annexed Property shall consist of only the General Assessment Component of Regular Assessments, as described in Section 6.5(b)(i) of the Declaration.

(b) Commencement of Regular Assessments. Commencement Regular Assessments shall commence with respect to the Annexed Property as provided in Section 1.2, above.

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

1.5. Covenants Appurtenant. The covenants, conditions and restrictions of the 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 their heirs, personal representatives, successors and assigns) having, or hereafter acquiring, any right, title or interest in all or any portion of the Annexed Property.

1.6. Membership in the Association. Upon the commencement of Regular Assessments against the Lots within the Annexed Property, each Owner of a Lot within the Annexed Property shall automatically be a Member of the Association, with a separate membership being appurtenant to each Lot owned.

1.7. Voting Rights. The voting rights of the Owners of Lots located in the Annexed Property shall be as set forth in the Declaration and in the Bylaws. Voting rights shall commence with respect to each Lot within the Annexed Property upon commencement of the payment of Regular Assessments for such Lot, as provided in the Declaration.

1.8. Common Area. The following real property within the Annexed Property is Common Area, as defined in the Declaration: Lot C, as shown on the Subdivision Map. In addition, lots B, C, and K, as shown on the Village C Map are Common Area as defined in the Declaration.

2. Reservation of Easements.

2.1. Easements in Declaration. Declarant hereby reserves easements over the Annexed Property, as appropriate, for the purposes set forth in Articles 3, 9, and 15 of the Declaration, and as provided in any Recorded Supplemental Declaration.

2.2. Other Easements. Each Lot and Common Area within the Annexed Property and its Owner is 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 Maps.

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


4. Incorporation by Reference. The provisions of the Declaration are incorporated herein by this reference and are expressly declared to be applicable to the Property and to each Owner of a Lot therein. Except as otherwise provided herein, all capitalized terms used in this Declaration of Annexation shall have the same meanings as set forth in the Declaration.

5. Effective Date. After Recordation, this Declaration of Annexation shall be effective upon the conveyance of the first Lot within the Phase as described in Section 1.2, above.

IN WITNESS WHEREOF, the undersigned, Declarant has executed this Declaration of Annexation as of November 15, 2007.

DECLARANT

K. HOVNANIAN FORECAST HOMES NORTHERN, INC.,
a California corporation

By:  11.16.07
Richard J. Balestreri, Sr. VP
[type or print name]

B

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On November 15, 2007, before me, Loi Nguyen, Notary Public, personally appeared Richard J. Balestreri and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the within instrument.

WITNESS my hand and official seal.



Notary Public

