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SUPPLEMENTAL DECLARATION

AND

RESERVATION OF STORMWATER STORAGE EASEMENTS

AND PROMENADE EASEMENTS FOR

FOR

FOUR SEASONS AT WESTSHORE, VILLAGE K

**SUPPLEMENTAL DECLARATION AND RESERVATION
OF STORMWATER STORAGE EASEMENTS AND
PROMENADE EASEMENTS FOR
FOUR SEASONS AT WESTSHORE, VILLAGE K**

This Supplemental Declaration and Reservation of Stormwater Easements and Promenade Easements for Four Seasons at Westshore, Village K ("Supplemental Declaration") is made by K. Hovnanian Forecast Homes Northern, Inc., a California corporation ("Declarant"), in reference to the following facts:

RECITALS

A. 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.

B. Declarant is the record owner of that certain real property within the Development that is located in the City of Sacramento, Sacramento County, California, and more particularly described as follows (the "Property"):

Lots 6, 7, 9 through 12, 14 through 17, 19 through 21, 23 through 31, 33 through 35, and 37 through 43, 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;

C. Section 14.3 of the Declaration provides for the Recordation of Supplemental Declarations. Declarant desires to reserve certain easements within the Property by the execution and Recording of this Supplemental Declaration.

NOW, THEREFORE, Declarant declares as follows:

1. Stormwater Easements. Each Lot within the Property is subject to a fifteen foot (15') drain and flood storage easement, as such easement is more particularly shown on the Subdivision Map ("Flood Storage Easement"). The Owners and Residents of each Lot subject to the Flood Storage Easement are hereby on notice that the rear portion of each Lot within the Property (that portion of each Lot which abuts the Lake) may be subject to periodic flooding, as the Lake serves as a stormwater drainage basin for the entire Natomas Central/Westshore community, including a significant area located outside of the Four Seasons at Westshore Development.

2. Promenade Easements. Declarant hereby reserves, for the benefit of the Four Seasons at Westshore Community Association, a non-exclusive easement for pedestrian ingress and egress over that portion of each Lot within the Property that is located within the fifteen foot (15') drain and flood storage easement (the "Promenade Easement"). The Promenade Easement shall be deemed "Common Area" as such term is used in the Declaration. By acceptance of a deed to a Lot within the Property, each Owner acknowledges that Association Members and their guests, and agents and employees of the Association and the City shall have the right to utilize the Promenade Easement, and that such use of the Promenade Easement may diminish the privacy of the Residents of Lots subject to the Promenade Easement.

3. Maintenance of Improvements Within Promenade Easement. The Association shall be responsible for the maintenance, repair, and replacement of the Improvements within the Promenade Easement, including, but not limited to the pedestrian walkway, landscaping, and the retaining walls and steps, and the four foot (4') wrought iron step railings. Notwithstanding Section 7.2(c) of the Declaration, each Owner of a Lot within the Property shall be solely responsible for the maintenance, repair and replacement of the six foot (6') wrought iron fence located on the Owner's Lot and facing the Promenade Easement.

4. Covenants Appurtenant. The covenants, conditions and restrictions of the Declaration, as modified by this Supplemental Declaration, 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.

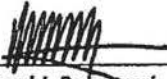
5. Incorporation by Reference. The provisions of the Declaration are incorporated herein by this reference and are expressly declared to be applicable to the Property and to each Owner of a Lot therein. Except as otherwise provided herein, all capitalized terms used in this Supplemental Declaration shall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

6. Effective Date. After Recordation, this Supplemental Declaration shall be effective upon the conveyance of the first Lot within the Property.

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

DECLARANT

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

By:  11-15-07
Richard J. Balestrieri, Sr. VP
[type or print name]

