

RECORDER'S OFFICE OF SAN MATEO COUNTY

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MF	1
AF	10
SM	23

Recording requested by:
 FIRST AMERICAN TITLE INSURANCE
 COMPANY
 555 Marshall Street
 Redwood City, California 94063

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 RECORDED AT REQUEST OF
 FIRST AMERICAN TITLE INSURANCE CO.
 SAN MATEO COUNTY TITLE DIVISION
 DEC 31 2 57 PM '85
 MARVIN CHURCH, RECORDER
 SAN MATEO COUNTY
 OFFICIAL RECORDS

When recorded return to:
 HOLZWARTH, POWELL, STEIN & PARILLA (MJS)
 4000 MacArthur Boulevard
 Suite 6000 - West Tower
 Newport Beach, California 92660

DECLARATION OF ANNEXATION
 FOR
 BEACON SHORES UNIT NO. 2,
 PHASE III

A Residential Planned Development

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DECLARATION OF ANNEXATION
FOR
BEACON SHORES UNIT NO. 2,
PHASE III

THIS DECLARATION OF ANNEXATION is made this 3/57 day of December, 1985, by JDO COMPANY, a California corporation (the "Declarant").

W I T N E S S E T H:

A. Declarant is the owner of that certain real property located in the City of Redwood City, County of San Mateo, State of California, more particularly described as:

Lots 13 through 35, inclusive, Lots 46 through 53, inclusive, Lots 68 through 75, inclusive, and Lots 84 through 87, inclusive, and Area A, as shown on that certain map entitled "BEACON SHORES UNIT NO. 2," filed in the Office of the County Recorder for San Mateo County, California, on Dec. 31, 1985, in Volume 114 of Maps, at Pages 38 to 41, inclusive

(said Lots, ^{Area} and all Improvements, including the Residences constructed thereon, are hereinafter referred to as "Phase III");

B. Declarant is the successor in interest of the developer of that certain residential planned development commonly known as "Beacon Shores" (the "Project");

C. Declarant's predecessor in interest previously caused to be recorded that certain "Declaration of Covenants, Conditions and Restrictions for Beacon Shores Unit No. 1" on February 8, 1984, as Instrument No. 84014891 in the Official Records in the Office of the County Recorder for San Mateo County, and subsequently amended by that certain "First Amendment to Declaration of Covenants, Conditions and Restrictions for Beacon Shores Unit No. 1" recorded on September 14, 1984, as Instrument No. 84101046 in the Official Records in the Office of the County Recorder for San Mateo County (collectively the "Declaration");

D. Declarant's predecessor in interest previously caused to be incorporated "Beacon Shores Homeowners Association," a California nonprofit, mutual benefit corporation (the "Association"), for various purposes, including managing the Common Area within the Project, enforcing the terms and provisions of the Declaration and providing for the common welfare of the Owners and residents of the Project; and

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E. In order to establish a general plan for the development, maintenance, improvement, protection, use, occupancy and enjoyment of Phase III, Declarant desires to annex Phase III to the Project to establish, adopt and impose upon Phase III each of the terms, covenants, conditions, restrictions, easements, reservations, liens and charges set forth in the Declaration, and to subject Phase III to the authority and jurisdiction of the Association.

NOW, THEREFORE, in accordance with the foregoing recitals and pursuant to that Article contained in the Declaration entitled "Annexation of Additional Property," Declarant does hereby covenant, agree and declare as follows:

ARTICLE I
DEFINITIONS

Section 1. Definitions in Declaration. Except as modified herein, the definitions set forth in Article I of the Declaration are incorporated by reference into this Declaration of Annexation, unless the context shall prohibit such application.

Section 2. "Common Area" shall mean and refer to Area A, as more particularly described in the recitals, and all Improvements located thereon, as generally described in the Declaration.

Section 3. "Phase III" shall mean and refer to that certain real property described in paragraph A of the recitals hereinabove, and all Improvements, including the Residences constructed thereon.

Section 4. "Zero Lot Line Easements" shall mean and refer to those easement areas more particularly described in Exhibit "A" attached hereto, and in Article VIII of the Declaration.

Section 5. "Entry Yard Easement Areas" shall mean and refer to those easement areas more particularly described in Exhibit "B" attached hereto, and in Article III, Section 3, herein.

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ARTICLE II

ANNEXATION OF PHASE III

Section 1. Annexation. Pursuant to that Article contained in the Declaration entitled "Annexation of Additional Property," Declarant hereby annexes Phase III to the Project. Said annexation shall become effective immediately upon the first close of escrow for the sale of a Lot in Phase III to an Owner. By virtue of such annexation, Phase III is and shall be subject to each and all of the Covenants set forth in said Declaration and to the authority and jurisdiction of the Association.

Section 2. Owners' Obligations for Assessments. Without limiting the generality of the preceding Section, upon the first close of escrow for the sale of a Lot in Phase III, each Owner of a Lot within Phase III, including the Declarant, shall automatically become an Owner and a Member of the Association. Each such Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to have agreed to and shall be liable for the performance of all duties and obligations set forth in the Declaration and in the Articles and By-Laws of the Association, including, without limitation, the payment of all Assessments which may be levied by the Association. Accordingly, each Owner is and shall be obligated to pay to the Association its pro rata share of the Common Expenses of the Association, as more particularly described in the Declaration. The Assessments as to all Lots within Phase III shall commence on the first day of the month following the first close of escrow for the sale of a Lot within Phase III to an Owner.

Section 3. Voting Rights. In the event the two-class voting structure provided for in the Declaration shall have ceased and terminated, as provided in the Declaration, when this annexation becomes effective, all Owners in the Project, including Declarant, shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. If, however, the two-class voting structure provided for in the Declaration shall not have ceased or terminated as of the date of the first close of escrow for the sale of a Lot within Phase III, the two-class voting structure shall continue and the Owners' voting rights shall be as set forth in the Declaration.

Section 4. Title to Common Area. The Declarant hereby covenants for itself, and its successors and assigns, that it will convey title to the Common Area to the Association, free and clear of all encumbrances and liens, except property rights in and to the Common Area which are of record or created herein and current real property taxes, which taxes shall be prorated to the

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date of transfer. Said conveyance shall be made to the Association prior to or concurrently with the conveyance of the first residential Lot in Phase III of the Project.

ARTICLE III

EASEMENTS

Section 1. Reciprocal Easements. Declarant hereby grants to each Owner in Phase III a nonexclusive easement appurtenant to his Lot for ingress, egress, use and enjoyment on and over all portions of the Common Area in the Project, and all Owners in Phase III hereby acknowledge that upon the recordation of this Declaration of Annexation, each Owner in the Project is automatically granted a nonexclusive easement appurtenant to his respective Lot for ingress, egress, use and enjoyment on and over all portions of the Common Area in Phase III.

Section 2. Easements Reserved. All easements reserved by Declarant in the Declaration are hereby reserved by Declarant over Phase III, together with the right to grant and transfer the same as provided in the Declaration.

Section 3. Entry Yard Easement Areas. In addition to the "Zero Lot Line Easements" concept more particularly described in Article VIII of the Declaration, Lots in Phase III shall be subject to Entry Yard Easement Areas ("Entry Yards"), as more particularly shown and described on the recorded Map and in Exhibit "B" attached hereto. The Lots which comprise the Dominant Tenements and Servient Tenements which will serve to form the Entry Yards are described on said Exhibit "B."

The front yard fences which form a portion of the Entry Yard shall at all times be the responsibility of the Dominant Tenement Owner. Likewise, the Entry Yard shall be maintained in a neat, clean, safe and attractive condition by the Dominant Tenement Owner, at his sole cost and expense, in a neat, clean, safe and attractive condition. Notwithstanding the foregoing, in the event any painting, maintenance or repair is required due to the fault of the Servient Tenement Owner, the Servient Tenement Owner shall promptly cause said work to be performed and bear all costs thereof.

The Dominant Tenement Owner shall not plant any tree, shrub or other landscaping within the Entry Yard which would: (a) exceed four feet (4') in height; (b) impair or otherwise threaten the structural integrity of any adjacent Residence; or (c) interfere with the Servient Tenement Owner's rights of access to maintain the exterior surfaces of the wall of the Residence of such Servient Tenement Owner. In that regard, the Servient Tenement Owner shall have an easement for ingress, egress and access on, over and across the Dominant Tenement Owner's Lot and the Entry Yard, as may be reasonably necessary to allow the Servient Tene-

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ARTICLE IV

GENERAL PROVISIONS

Section 1. Amendment and Revocation. This Declaration of Annexation may be amended or revoked by Declarant, at its sole discretion, at any time prior to the close of escrow for the sale of the first Lot in Phase III to an Owner. At any time subsequent to such sale and close of escrow, this Declaration of Annexation may be amended only in accordance with the provisions of that Section of the "General Provisions" Article of the Declaration entitled "Amendments." *

Section 2. Inurement. This Declaration of Annexation, and each of the covenants, conditions, restrictions, reservations, easements, liens and charges, shall run with the land and shall inure to the benefit of and be binding upon the Owners of any Lot in Phase III, and their successors, assigns and grantees, for such duration and according to such terms and provisions as set forth in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Annexation on the day and year first above written.

"DECLARANT"

JDO COMPANY,
a California corporation

BY: _____
J. DON OLSON
Its: _____
PRESIDENT

BY: _____
Its: _____

* Notwithstanding the foregoing, after the date of recordation of this declaration of annexation, no amendment or modification to this declaration of annexation affecting the maintenance responsibilities of the Association (including maintenance of the common area and private streets) or which would terminate or materially impair the rights of the City as set forth in the Declaration, shall be effective without the prior written consent of the City, as authorized by the City Manager.

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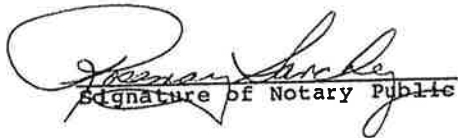
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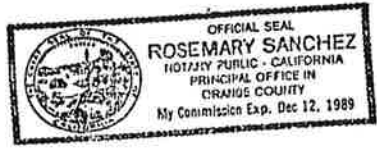
STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On December 19, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared _____
J. Don Olson and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as _____ President _____ and _____, on behalf of JDO COMPANY, the corporation therein named, and acknowledged to me that said corporation executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors.

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WITNESS my hand and official seal.


Signature of Notary Public



(SEAL)

EXHIBIT "A"

ZERO LOT LINE EASEMENT AREAS

All those certain parcels of land described as Zero Lot Line Easements (Z.L.L.E.) as shown upon sheets three and four of the Beacon Shores Unit No. 2 Subdivision Map which is incorporated herein by reference. Said parcels are further described as follows:

- A) Zero Lot Line Easements: All those certain parcels of land fronting and appurtenant to individual lot property lines. Said parcels shall be extended or contracted as necessary to meet, but not enclose, Servient Tenement Zero Lot Line walls. The Servient and respective Dominant Tenement Lots affected by Zero Lot Line Easements are:

Servient Tenement Lot-Dominant Tenement Lot Servient Tenement Lot-Dominant Tenement Lot

1 - 2	62 - 61
5 - 6	63 - 62
8 - 7	64 - 63
11 - 10	65 - 64
12 - 11	66 - 65
13 - 12	67 - 66
14 - 13	68 - 67
15 - 14	69 - 68
34 - 33	70 - 69
35 - 34	71 - 70
36 - 35	73 - 72
37 - 36	74 - 73
38 - 37	75 - 74
39 - 38	76 - 75
40 - 39	77 - 76
42 - 41	78 - 77
43 - 42	79 - 78
44 - 43	81 - 80
45 - 44	82 - 81
47 - 46	83 - 82
48 - 47	84 - 83
49 - 48	85 - 84
51 - 50	86 - 85
52 - 51	87 - 86
53 - 52	
54 - 53	
55 - 54	
56 - 55	
57 - 56	
58 - 57	
59 - 58	
60 - 59	

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EXHIBIT "B"

ENTRY YARD EASEMENT AREAS

All those certain parcels of land described as Entry Yard Easements (E.Y.E.) as shown upon sheets three and four of the Beacon Shores Unit No. 2 Subdivision Map which is incorporated herein by reference. Said parcels are further described as follows:

a) Entry Yard Easements: All those certain parcels of land fronting and appurtenant to individual lot property lines. Said parcels shall be extended or contracted as necessary to meet, but not enclose, Servient Tenement entry yard walls. The Servient and respective Dominant Tenement Lots affected by Entry Yard Easements are:

<u>Servient Tenement Lot-Dominant Tenement Lot</u>	<u>Servient Tenement Lot-Dominant Tenement Lot</u>
1 - 2	51 - 52
5 - 6	52 - 53
8 - 7	53 - 54
11 - 10	54 - 55
12 - 11	55 - 56
13 - 12	56 - 57
15 - 14	57 - 58
16 - 17	58 - 59
17 - 18	59 - 60
19 - 20	61 - 62
21 - 22	62 - 63
23 - 24	63 - 64
24 - 25	64 - 65
26 - 27	65 - 66
27 - 28	66 - 67
28 - 29	67 - 68
30 - 31	68 - 69
33 - 34	69 - 70
34 - 35	70 - 71
35 - 36	72 - 73
36 - 37	73 - 74
37 - 38	74 - 75
38 - 39	75 - 76
39 - 40	76 - 77
41 - 42	77 - 78
42 - 43	78 - 79
43 - 44	80 - 81
44 - 45	81 - 82
33 - 46	82 - 83
46 - 47	83 - 84
47 - 48	84 - 85
48 - 49	85 - 86
50 - 51	86 - 87

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ment Owner to paint, maintain and repair such Residence wall. Except in the case of a bona fide emergency, the Servient Tenement Owner shall give the Dominant Tenement Owner at least twenty-four (24) hours prior written notice of his intention to enter upon the Dominant Tenement Owner's Lot and Entry Yard, and shall perform all necessary work during reasonable daylight hours. In the event of an emergency, such entry may be made at any time and without notice. Under all circumstances, the Servient Tenement Owner shall use his best efforts to minimize the duration of the work and the inconvenience to the Dominant Tenement Owner.

The Dominant Tenement Owner and the Servient Tenement Owner shall each indemnify and save the other Owner harmless from and against any and all liability arising out of or otherwise resulting from any negligent act or omission of such Owner related to the exercise of their rights or the performance of their obligations hereunder.

No Owner shall interfere with or alter the drainage system established by Declarant as part of the grading and original construction of the Project.

The right of any Owner to contribution from any other Owner for work performed pursuant to this Section shall be appurtenant to and shall run with the land, and shall be binding upon the Owners, and their successors, assigns and grantees.

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