

Recorded in the County of Orange, California
Gary L. Granville, Clerk/Recorder

RECORDING REQUESTED BY:
FIRST AMERICAN TITLE INS. CO.



45.00

WHEN RECORDED RETURN TO:

19980423998 1:27pm 07/02/98

SONGSTAD, RANDALL & ULICH
2201 Dupont Drive, Suite 420
Irvine, California 92612
Attn: Timothy L. Randall

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0.00 0.00

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NOTICE OF ANNEXATION
AND
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATION
OF EASEMENTS
FOR
LANESEND HOMEOWNERS ASSOCIATION

Phase 7B
Lots 7, 8 and 21 of Tract 15382
and Lots 16 through 24 of Tract 15449

THIS INSTRUMENT IS RECORDED IN THE
COUNTY OF ORANGE AT THE REQUEST OF
FIRST AMERICAN TITLE INSURANCE COMPANY
AS AN ACCOMMODATION ONLY. IT HAS
NOT BEEN EXAMINED AS TO ITS EXECUTION
OR AS TO ITS EFFECT UPON THE TITLE.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I ANNEXATION	1
Section 1.1 Annexation.....	1
Section 1.2 Deannexation.....	2
ARTICLE II ASSOCIATION PROPERTY WALLS.....	2
ARTICLE III INCORPORATION OF DECLARATION	2
ARTICLE IV GENERAL PROVISIONS.....	2
Section 4.1 Term	2
Section 4.2 Severability	2
Section 4.3 Construction.....	2
Section 4.4 Singular Includes Plural	2
Section 4.5 Amendments.....	2

NOTICE OF ANNEXATION
AND
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATION
OF EASEMENTS
FOR
LANESEND HOMEOWNERS ASSOCIATION
(PHASE 7B)

THIS NOTICE OF ANNEXATION ("Supplemental Declaration") is made this 24th day of May, 1998, by BROOKFIELD NORTHWOOD 3 INC., a California corporation (the "Declarant"), with reference to the following facts and circumstances:

P R E A M B L E

A. Declarant herein is a "Declarant," as defined in that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for LanesEnd Homeowners Association recorded October 6, 1997, as Instrument No. 19970497693 and rerecorded on November 19, 1997, as Instrument No. 19970589194, Official Records of Orange County, California, as amended from time to time (the "Declaration") covering certain real property in the City of Irvine, County of Orange, State of California, as more particularly described in the Declaration.

B. The Declaration provides that Declarant may annex additional real property to the Properties as described in the Declaration and thereby make such additional real property subject to the Declaration and subject to the jurisdiction of the Association as defined in the Declaration.

C. Declarant is the owner of the real property in the City of Irvine, County of Orange, State of California, described as follows (the "Annexable Territory" and also referred to herein as "Phase 7B"):

Lots 7, 8 and 21 of Tract No. 15382, as shown on Map filed in Book 755, Pages 40 through 42, inclusive, of Maps, Official Records of Orange County, California; and Lots 16 through 24, inclusive, of Tract No. 15449, as shown on Map filed in Book 750, Pages 31 through 35, inclusive, of Maps, Official Records of Orange County, California.

D. Declarant desires to cause the Annexable Territory to be annexed and become a part of the Properties.

NOW THEREFORE, Declarant hereby declares as follows:

ARTICLE I
ANNEXATION

Section 1.1 Annexation: Pursuant to the terms of the Declaration, Declarant, as the owner of the Annexable Territory, declares that all of the Annexable Territory shall be annexed into and made a part of the Properties; provided, however, such annexation shall only be effective on the first Close of Escrow within the Annexable Territory (the "Effective

Date"). Upon the Effective Date, all the Annexable Territory shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of this Supplemental Declaration and the Declaration.

Section 1.2 Deannexation: Any deletion of all or a portion of the Annexable Territory for which a declaration of annexation has been recorded from coverage of this Supplemental Declaration and the Declaration and the jurisdiction of the Association shall be effected in accordance with the provisions of the Declaration.

ARTICLE II ASSOCIATION PROPERTY WALLS

The Association Property Walls in Phase 7B, if any, are as shown on Exhibit "A", which shall be maintained in accordance with the terms of Article VIII of the Declaration.

ARTICLE III INCORPORATION OF DECLARATION

All the terms, covenants, conditions, restrictions, easements and other provisions of the Declaration are hereby incorporated by reference and shall be as enforceable and effective against the Annexable Territory as though the Declaration had been recorded directly against the Annexable Territory.

ARTICLE IV GENERAL PROVISIONS

Section 4.1 Term: The covenants and restrictions of this Supplemental Declaration shall run with and bind the Annexable Territory and any Owner, their legal representatives, heirs, successors and assigns, and shall run concurrently with the Declaration.

Section 4.2 Severability: Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force.

Section 4.3 Construction: The provisions of this Supplemental Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of any common recreational facilities. Section headings are inserted for convenience only and are not intended to be a part of this document or in any way to define, limit or describe the scope or intent of the particular section to which they refer.

Section 4.4 Singular Includes Plural: Whenever the context of this Supplemental Declaration requires it, the singular shall include the plural and the masculine shall include the feminine.

Section 4.5 Amendments: This Supplemental Declaration may be amended only in accordance with the terms set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunder set its hand on the day and year first above written.

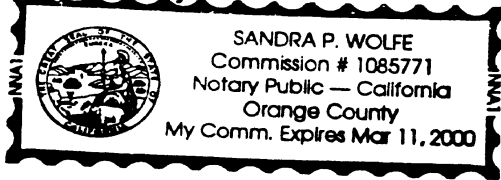
BROOKFIELD NORTHWOOD 3 INC.,
a California corporation

By: C. M. [Signature]
Its: President

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On 4/24, 1998, before me, Sandra P. Wolfe, personally appeared Cyrena Hathaway, personally known to me (or 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.



[Signature]
Notary Public in and for Said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____, 1998, before me, _____, personally appeared _____, personally known to me (or 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.

Notary Public in and for Said County and State

SUBORDINATION

The undersigned, as Beneficiary of the beneficial interest in and under that certain Deed of Trust dated June 26, 1997, and recorded on July 23, 1997, in the Official Records of Orange County, California, as Instrument No. 19970347496, which Deed of Trust is between Brookfield Northwood 3 Inc., as Trustor, Equitable Deed Company, as Trustee, and Bank of America NT & SA, as Beneficiary, hereby expressly subordinates such Deed of Trust and its beneficial interests thereunder to the foregoing Notice of Annexation, the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for LanesEnd Homeowners Association ("Declaration"), and to all easements to be conveyed to the Association in accordance with the Declaration and the Notice of Annexation. By executing this Subordination, the undersigned agrees that should the undersigned acquire title to all or any closure or any other remedy in or relating to the Deed of Trust, the undersigned will acquire title subject to the provisions of the Declaration and the Notice of Annexation, which shall remain in full force and effect.

Dated: June 23, 1998

BANK OF AMERICA NATION TRUST
AND SAVINGS ASSOCIATION
a National Banking Association

By: C.K. [Signature]
Its: Vice President

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

On June 23, 1998, before me, Mary Miller, personally appeared Cynthia K. [Signature] personally known to me (~~or 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.



[Signature]
Notary Public/
In and For Said County and State

EXHIBIT "A"
Association Property Walls

**PHASE 7B
ASSOCIATION PROPERTY WALL EXHIBIT
EXHIBIT 'A' TRACT NO. 15449
AND TRACT NO. 15382**

