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4041 MacArthur Boulevard, 5th Flr.
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Official Records
Orange County California

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(Space Above for Recorder's Use)

DECLARATION OF ANNEXATION, AND
SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE BEAR BRAND RANCH
(TT 12026 and 12203)

JRS:jb 05/28/85
File No. 17604

7N 32 703-03

85-213322

DECLARATION OF ANNEXATION, AND
SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE BEAR BRAND RANCH
(TT 12026 and 12203)

This Declaration of Annexation, and Supplementary Declaration of Covenants, Conditions and Restrictions of The Bear Brand Ranch ("Supplementary Declaration") is made on June 12, 1985, by O. HILL PROPERTIES, a California limited partnership ("Declarant").

P R E A M B L E:

A. On March 11, 1981, Declarant's predecessor in interest executed a Declaration of Covenants, Conditions and Restrictions for The Bear Brand Ranch ("Declaration"). The Declaration was recorded on March 11, 1981, in Book 13978, Page 896, in the Official Records of Orange County, California ("Official Records"). The Declaration is binding upon all Owners of Lots in the planned residential development known as The Bear Brand Ranch ("Property").

B. Declarant is the Owner of certain real property ("Annexable Area") located in Orange County, California, more fully described in Exhibit "A" attached hereto.

C. Pursuant to Article 15 of the Declaration, Declarant now desires to add the Annexable Area to the Property already subject to the Declaration.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Annexation of Annexable Area. Declarant, as the Owner of the Annexable Area, hereby declares that the Annexable Area is annexed to and made part of the real property already subject to the Declaration, pursuant to Article 15 of the Declaration. This Supplementary Declaration constitutes a "Supplementary Declaration" as described in Section 15.2 of the Declaration.

2. Subdivision of Annexable Area. Declarant is in the process of subdividing the Annexable Area as currently reflected in Tentative Tract Map Nos. 12026 and 12203 ("Tract Maps"), copies of which are on file with the County of Orange. As used herein and as provided in the Declaration, the term "Lot" shall mean any numbered lot or parcel shown on the Final Tract Maps for the Annexable Area, recorded by Declarant, after the date of this Supplementary Declaration.

3. Phases of Development. The Annexable Area shall comprise one "Phase of Development" of the Property unless prior to the recordation of the first grant deed conveying a Lot in the Annexable Area to a member of the public pursuant to a transaction requiring the issuance of a Final Subdivision Public Report by the California Department of Real Estate ("DRE"), Declarant records an amendment to this Supplementary Declaration which specifies that the Annexable Area shall comprise more than one Phase of Development and identifying each such Phase of Development. As used herein, the term "Phase of Development" shall mean a Lot or group of Lots covered by a Final Subdivision Public Report issued by the DRE.

4. Membership in Association. Each Owner of one or more Lots in the Annexable Area shall automatically become a member of the Bear Brand Ranch Community Association, a California nonprofit corporation ("Association") as provided in Section 2.1 of the Declaration.

5. Assessment Obligations. Except as provided herein, the rights and obligations of all Owners of Lots located in the Annexable Area, with respect to payment of Assessments, are set forth in Article 4 of the Declaration. The Regular Assessments to be paid to the Association shall commence as to all Lots in any Phase of Development of the Annexable Area on the first (1st) day ("Assessment Commencement Date") of the first (1st) calendar month following the recordation in Official Records of the first grant deed conveying a Lot in such Phase of Development to a purchaser from Declarant, pursuant to a transaction requiring the issuance of a Final Subdivision Public Report by the DRE.

6. Annexation of Common Area. Declarant hereby declares that the "Common Area," (as defined in the Declaration) if any, in each Phase of Development of the Annexable Area, including, without limitation, all private streets and appurtenant improvements shall be annexed to the Common Area described in Exhibit "B" of the Declaration. The Common Area in each Phase of Development of the Annexable Area shall be conveyed (in fee or by easement, as applicable) lien free to the Association prior to the recordation in Official Records of the first grant deed conveying a Lot in such Phase of Development to a purchaser from Declarant, pursuant to a transaction requiring the issuance of a Final Subdivision Public Report by the DRE.

7. Maintenance of Common Area. As more fully provided in the Declaration, and Declaration of Annexation, Supplementary Declaration of Covenants, Conditions and Restrictions of The Bear Brand Ranch, and Reservation of Easements, recorded on June 15, 1982, as Instrument No. 82-202862, as amended ("Tract 9880 Supplementary Declaration"), the "costs" (as defined in the Tract 9880 Supplementary Declaration) of maintaining the "Street Improvements" (as defined in the Tract 9880 Supplementary Declaration), if any, located in each Phase of Development of the

Annexable Area, Tract 9880 and those other portions of the "Annexation Property" (defined in Article 15 of the Declaration) (collectively, the "Property") annexed to Tract 9880 shall be borne equally by the Owners of Lots in the Property. The Association's maintenance responsibilities as to Common Area located in each Phase of Development shall commence on the Assessment Commencement Date for each such Phase of Development.

8. Miscellaneous. The provisions of this Supplementary Declaration shall run with all of the Annexable Area, the Property and the Common Area, and shall be binding upon all persons having or acquiring any interest in the Annexable Area, the Property, the Common Area or any part thereof, shall inure to the benefit of and burden every portion of the Annexable Area, the Property, the Common Area and any interest therein, and shall inure to the benefit of, be binding upon and may be enforced by any Owner, Declarant, each successor of interest to Declarant, the Association, and their respective successors and assigns. Except as otherwise provided herein, the capitalized terms in this Supplementary Declaration shall have the same meanings which are given to such terms in the Declaration and the Tract 9880 Supplementary Declaration, as applicable. Except as otherwise expressly provided herein, all of the provisions of the Declaration are hereby incorporated by references if fully set forth herein.

This Supplementary Declaration has been executed to be effective as of the date of its recordation.

Dated: April, 1985

O. HILL PROPERTIES, a California limited partnership

By: 
ROBERT O. HILL

Its: General Partner

By: Bear Brand Ranch Company, a California limited partnership

Its: General Partner

By: 
ROBERT O. HILL

Its: General Partner

55-213322

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On June 6, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT O. HILL, personally known to me or proved to me on basis of satisfactory evidence to be the person who executed the within instrument on his own behalf as a general partner on behalf of O. HILL PROPERTIES, the limited partnership therein named, and acknowledged that the limited partnership executed it.

WITNESS my hand and official seal.

Catherine L. Miller
Notary Public in and for said State

[SEAL]



STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On June 6, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT O. HILL, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument on his own behalf as a general partner on behalf of Bear Brand Ranch Company, a limited partnership, and that such limited partnership executed it on behalf of O. HILL PROPERTIES, the limited partnership therein named, and that the limited partnership executed it.

WITNESS my hand and official seal.

Catherine L. Miller
Notary Public in and for said State

[SEAL]



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EXHIBIT "A"

DESCRIPTION OF ANNEXABLE AREA

Parcel 3 of Parcel Map 80-123 recorded in the County of Orange, State of California, as per map filed in Book 146, Page 46 inclusive, Parcel Maps, in the Office of the County of Recorder of said County.

JRS:jb 05/28/85
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