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SPROUL TROST, LLP
Attn: Curtis C. Sproul, Esq.
2424 Professional Drive
Roseville, California 95661



PLACER, County Recorder
JIM MCCAULEY

DOC- 2007-0086159-00

Acct 4-North American Title

Friday, AUG 31, 2007 12:00:00

MIC \$3.00:AUT \$7.00:SBS \$6.00

REC \$9.00:

Ttl Pd \$25.00

Nbr-0001697912

smm/SM/1-7

(Space Above For Recorder's Use)

FIRST AMENDMENT
TO
SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SENTIERO AT WESTPARK

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**FIRST AMENDMENT
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FOR
SENTIERO AT WESTPARK**

This First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Sentiero at Westpark ("First Amendment") is made by Lennar Homes of California, Inc., a California corporation ("Declarant"), with the consent of PL Roseville LLC, a California limited liability company (the "Successor Master Declarant") which is the current owner of the property identified in Exhibit "A", below.

RECITALS

A. Previously, on May 23, 2007, Declarant recorded in the Official Records of Placer County, California as Document No. 2007-0052079-00, that certain document entitled "Supplemental Declaration of Covenants, Conditions and Restrictions for Sentiero at Westpark" (the "Supplemental Declaration").

B. The Successor Master Declarant is the owner of that certain real property located in the City of Roseville, Placer County, State of California that is more particularly described in Exhibit "A", attached hereto (the "Property"). The Property is commonly known as "Sentiero at Westpark".

C. As the subdivider of the Property, the Declarant, with the consent of the Successor Master Declarant, has the authority to execute and record this First Amendment pursuant to Section 18.01 of the Supplemental Declaration. Accordingly, the Declarant, with the consent of the Landowner, hereby acts to amend the Supplemental Declaration in the following respects:

AMENDMENT

1. Section 7.02(d), entitled "Maintenance of Cross Drainage and Side Yard Fence Easement Areas" is being added to the Supplemental Declaration. All subparagraphs of Section 7.02 are subsequently re-lettered to allow for the addition of this subparagraph.

"Section 7.02(d). Maintenance of Cross Drainage and Side Yard Fence Easement Areas. Each Owner covenants and agrees with his or her neighboring Owner with whom the Owner shares a Common Drainage and Fence Easement that the Owner will not obstruct or otherwise interfere with drainage patterns of waters from the neighboring Lot that shares the Common Drainage and Fence Easement over his or her Lot or any drainage devices originally installed by the Declarant in the easement area; provided, however, that in the event it is necessary and essential to alter said drainage pattern or drainage devices for the

protection and use of the Owner's Lot, the Owner will give reasonable prior notice to the neighboring Owners who shares the Common Drainage and Fence Easement and shall obtain all necessary permits and approvals from the City of Roseville or other governmental agency having jurisdiction. In no event is the Declarant making any representation or warranty regarding the adequacy of any drainage onto or off of any Lot or other part of the Development and the Declarant is not assuming any responsibility or liability for drainage of water over, under, or across the Lots or any other part of the Development (whether such drainage is from neighboring property or other parts of the Development) nor for any damage, loss, costs, expenses or fees incurred as a result of any debris, silt, erosion, or other incidental consequences thereof.

The Owners of Lots sharing a Common Drainage and Fence Easement shall regularly inspect, clean out, repair and replace the drainage pipe located along the easement area as well as repair and maintain the fence that is along and within the Common Drainage and Fence Easement. Such Owners shall equally bear all costs incurred on account of such maintenance and repairs. Neither Owner shall build, construct, install or plant any Improvements of any kind (including, but not limited to, landscaping) in a manner which would obstruct, retard or otherwise interfere with the structural integrity of the common fence or the proper operation of the drain pipe."

2. Section 9.03, entitled "Establishment of Easements for Cross Drainage and Side Yard Fencing" is being added to the Supplemental Declaration. All Sections of Article IX are subsequently renumbered to allow for the addition of this Section.

Section 9.03. Establishment of Easements for Cross Drainage and Side Yard Fencing. Declarant hereby establishes and reserves nonexclusive easements, three feet (3') in width, along either side of the shared side boundary lines between adjacent Residences for: (i) surface and/or subsurface drainage according to the patterns and drainage systems established and installed by the Declarant in accordance with the approved grading plans for the Development, including, without limitation, any subterranean drain pipe installed by the Declarant to convey runoff water from along the Common Drainage and Fence Easement to the storm drain system located in the alleys of the Development (the "Drainage Easement"); and (ii) for the maintenance, repair and eventual replacement of the common fence that has been installed along or adjacent to the common boundary line between adjacent Residences (the "Fence Easement"). Collectively the Drainage Easement and the Fence Easement are referred to herein as the "Common Drainage and Fence Easement". The Drainage Easement shall include, without limitation, easements to accommodate any "cross-lot drainage," whereby water runoff from contiguous Lots drain across one Lot to the other, as well as according to the actual, natural and existing patterns for drainage in the easement area. Each Lot sharing a common Drainage and Fence Easement shall be both a dominant tenement and a servient tenement with respect to those easements. The areas comprising the Drainage Easement and the Fence Easement

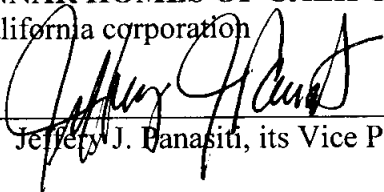
and the fencing, drain pipe, and other improvements installed by the Declarant in those areas shall be maintained by the Owners who share the easements in accordance with Section 7.02(d), above.

3. Except as herein amended, the Supplemental Declaration referenced in Recital "A", above is confirmed and remains in full force and effect.

Dated: August 14, 2007.

DECLARANT:

LENNAR HOMES OF CALIFORNIA, INC.,
a California corporation

By: 
Jeffrey J. Panasiti, its Vice President

CONSENT OF SUCCESSOR DECLARANT

PL Roseville LLC, a California limited liability company and the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Westpark and as the current owner of record of the real property that is more particularly described in Exhibit "A", attached hereto, hereby consents to the recordation of this First Amendment, thereby subjecting the Property to the covenants, conditions, restrictions, easements, and equitable servitudes contained herein.

DATED: August 21, 2007

PL ROSEVILLE LLC, a
California limited company

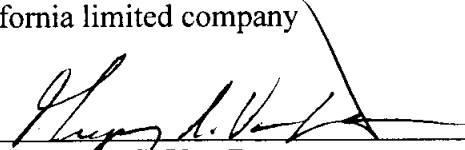
By: 
Gregory S. Van Dam

EXHIBIT "A"

LEGAL DESCRIPTION OF THE INITIAL COVERED PROPERTY

All of that certain real property located in the City of Roseville, County of Placer, more particularly described as follows:

Lots 1 - 102, as shown on the Subdivision map entitled "Westpark Village Center 22" file for Record on May 23, 2007, in Book BB of Maps at Page 69, Official Records of Placer County.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

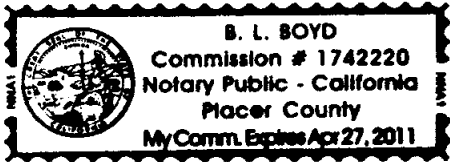
State of California

County of Placer

} ss.

On August 14, 2007, before me, B.L. Boyd, Notary Public

personally appeared JEFFREY J. Panasiti



Place Notary Seal Above

personally known to me

~~proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

B.L. Boyd
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
 COUNTY OF PLACER)

On August 21 , 2007 , before me, Chris A. Downum ,

Notary Public, personally appeared GREGORY S. VAN DAM _____

_____ 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Chris Downum
 Notary

Seal

OPTIONAL SECTION

Title of Document _____

Date of Document _____ No. of Pages _____

Other signature(s) not acknowledged _____

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