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*Recording requested by:*

FIRST AMERICAN TITLE  
INSURANCE COMPANY

*When recorded return to:*

IRVINE COMMUNITY DEVELOPMENT COMPANY  
550 Newport Center Drive  
Newport Beach, CA 92660  
Attn: General Counsel

**SECOND AMENDMENT TO THE  
MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS,  
AND RESERVATION OF EASEMENTS FOR  
SHADY CANYON  
(A Residential Planned Development)**

15941-KJ

**SECOND AMENDMENT TO THE  
MASTER DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS, AND  
RESERVATION OF EASEMENTS FOR  
SHADY CANYON**

THIS SECOND AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR SHADY CANYON (hereinafter referred to as the "Second Amendment") is made this 12th day of February, 2002, by the SHADY CANYON COMMUNITY ASSOCIATION, a California nonprofit mutual benefit corporation (hereinafter referred to as "Master Association"). (Various capitalized words and phrases used herein are defined in the Master Declaration referenced hereinbelow and, unless otherwise indicated, such words and phrases shall have the same meaning herein as is ascribed to them in the Master Declaration.)

**RECITALS:**

A. Irvine Community Development Company, a Delaware corporation (hereinafter referred to as "Declarant") is the master developer of that certain residential planned development located in the City of Irvine, County of Orange, State of California commonly known as "Shady Canyon" (hereinafter referred to as the "Community");

B. In connection with the development of the Community, Declarant caused that certain "Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Shady Canyon" to be recorded on March 7, 2001 as Instrument No. 20010128871 in the Official Records of Orange County, California, and that certain "First Amendment to the Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Shady Canyon" to be recorded on September 17, 2001 as Instrument No. 20010653986 in the Official Records of Orange County, California (hereinafter jointly referred to as the "Master Declaration");

C. All of that certain real property located in the City of Irvine, County of Orange, State of California more particularly described on **Exhibit "A"** attached hereto is currently included within the Community and subject to the Master Declaration;

D. Section 10 (c) (2) of Article XVIII of the Master Declaration provides that after the first Close of Escrow for the sale of a Lot in the Community, the Master Association may adopt a non-material amendment to the Master Declaration if, at a meeting of the Members at which a quorum was established (or by action of the Members without a meeting), such amendment is approved by at least sixty seven percent (67%) of the Members present (other than the Declarant and the Merchant Builders), and is also approved by the Declarant.

E. Declarant has closed escrow for the sale of those certain Lots in the Community more particularly described on **Exhibit "B"** attached hereto, and the Owners of such Lots constitute Members of the Master Association;

F. The Master Association and Declarant each desire to amend the Master Declaration to clarify the definition of a Dwelling and the duty of an Owner to construct a Dwelling on a Custom Lot when an Owner has acquired two (2) or more contiguous Custom Lots and has not merged or otherwise consolidated them into one (1) Re-Subdivided Lot;

G. At a duly called special meeting of the Members at which a quorum was established, more than sixty seven percent (67%) of the Members present and the Declarant approved this Second Amendment to the Master Declaration, and authorized the President and Secretary of the Master Association to execute this Second Amendment and to cause it to be recorded in the Official Records of Orange County, California.

H. The Master Association and Declarant each desire that all Lots and Condominiums now and hereinafter included within the Community be held, sold, conveyed, encumbered, hypothecated, leased, used, improved and occupied subject to the provisions of this Second Amendment, and that this Second Amendment be binding upon and inure to the benefit of Declarant, each Merchant Builder and each Owner of a Lot or Condominium in the Community, and their respective successors, assigns and grantees.

NOW, THEREFORE, the Master Association (with the approval of the Declarant) hereby amends the Master Declaration as set forth hereinbelow.

1. Amendment of the Definition of a Dwelling. Section 26 of Article I of the Master Declaration is hereby deleted in its entirety and the following new Section 26 is substituted in lieu thereof:

"Section 26. 'Dwelling' shall mean and refer to the residential structure (including the garage and any related outbuildings) which are designed and constructed for human occupancy for residential purposes. As used in this Master Declaration, a Dwelling may be a detached single family home, an attached single family home or a Condominium. In the event an Owner shall acquire two (2) or more contiguous Custom Lots and shall not merge or otherwise consolidate them into one (1) Re-Subdivided Lot, the term Dwelling shall mean and refer to the residential structure (including the garage and any related outbuildings) which are designed and constructed for human occupancy for residential purposes on one (1) of the Custom Lots and to the other Improvements (including, but not limited to, swimming pool, spa, tennis courts and landscaping [including, without limitation, orchards]) which are concurrently built, constructed, erected, planted or otherwise installed on the other contiguous Custom Lot(s) so as to create one integrated residential estate. Such

integrated residential estate shall constitute a Dwelling for purposes of this Master Declaration until such time, if ever, that the Owner of such Dwelling shall sell one or more, but less than all, of the contiguous Custom Lots so that such Custom Lots no longer comprise one integrated residential estate."

2. Amendment to the Introduction to Section 24 of Article VIII. The introductory sentence of Section 24 of Article VIII is hereby deleted in its entirety and the following new introduction of Section 24 is substituted in lieu thereof:


"Section 24. Duty to Construct a Dwelling on a Custom Lot. Each Owner of a Custom Lot (other than Declarant and any Merchant Builder) shall cause a Dwelling that complies with the requirements of the Custom Lot Declaration to be constructed upon his Custom Lot within the time period set forth herein. Notwithstanding the foregoing, in the event an Owner shall acquire two (2) or more contiguous Custom Lots and shall not merge or otherwise consolidate them into one (1) Re-Subdivided Lot, the requirements of this Section shall be deemed satisfied if the Owner shall construct a detached single family home on one (1) of the Custom Lots and other Improvements (including, but not limited to, swimming pools, spa, tennis courts and/or landscaping [including, without limitation, orchards or vineyards]) on the other contiguous Custom Lot(s) so as to create one integrated residential estate. If the Owner of such Dwelling shall subsequently sell one (1) or more, but less than all, of such contiguous Custom Lots so that such Custom Lots no longer comprise one integrated residential estate, the duty to construct a Dwelling under this Section shall automatically reapply to each Custom Lot that has not been improved with a residential structure designed and intended for human occupancy."

3. Reaffirmation of the Master Declaration. Save and except as amended hereby, the Master Declaration shall remain in full force and effect.

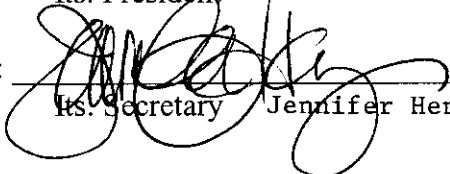
IN WITNESS WHEREOF, Declarant has executed this Second Amendment on the day and year first written above.

"MASTER ASSOCIATION"

SHADY CANYON COMMUNITY ASSOCIATION  
A California nonprofit mutual benefit corporation

By:   
\_\_\_\_\_

Its: President **Thomas E. Heggi**

By:   
\_\_\_\_\_

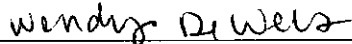
Its: Secretary **Jennifer Henry**

"DECLARANT"

IRVINE COMMUNITY DEVELOPMENT COMPANY  
a Delaware corporation

By:   
\_\_\_\_\_

**THOMAS E. HEGGI**  
Vice President

By:   
\_\_\_\_\_

Wendy L. DeWees  
Assistant Secretary





## EXHIBIT "A"

### LEGAL DESCRIPTION OF THE LOTS SUBJECT TO THE MASTER DECLARATION

Lots 12, 13, 33, 34, 36, 39, 45, 46, 47, 50, 51, 54, 56, 64, 65, 66, 67, 67, 68, 70, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 86, 87, 91, 92, 93, 94, 95, 96, 100, 101, 102, 104, 105, 106, and 107 of Tract 15941 as shown on a map recorded in Book 809, Pages 13 through 32, inclusive, of Miscellaneous Maps in the office of the County Recorder for Orange County, California;

and

Lots [None], of Tract 16154 as shown on a map recorded in Book 818, Pages 41 through 47, inclusive, of Miscellaneous Maps in the office of the County Recorder for Orange County, California.

## **EXHIBIT "B"**

### **LEGAL DESCRIPTION OF THE LOTS THAT HAVE BEEN CONVEYED TO OWNERS IN THE COMMUNITY**

Lots 12, 13, 33, 34, 36, 39, 45, 46, 47, 50, 51, 54, 56, 64, 65, 66, 67, 67, 68, 70, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 86, 87, 91, 92, 93, 94, 95, 96, 100, 101, 102, 104, 105, 106, and 107 of Tract 15941 as shown on a map recorded in Book 809, Pages 13 through 32, inclusive, of Miscellaneous Maps in the office of the County Recorder for Orange County, California;

and

Lots [None] of Tract 16154 as shown on a map recorded in Book 818, Pages 41 through 47, inclusive, of Miscellaneous Maps in the office of the County Recorder for Orange County, California.

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON  
THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS  
AS FOLLOWS:

NAME OF NOTARY: JACKIE CARRASCO  
DATE COMMISSION EXPIRES: 6-6-02  
COUNTY WHERE BOND IS FILED: ORANGE  
COMMISSION NO.: 1186063  
VENDOR ID NO.: NNA1

I CERTIFY UNDER PENALTY OF PERJURY THAT THE ILLEGIBLE PORTION OF THE DOCUMENT  
TO WHICH THIS STATEMENT IS ATTACHED READS  
AS FOLLOWS:

""

PLACE OF EXECUTION: SANTA ANA, CALIFORNIA

DATE: March 6, 2002

  
KIM STRLEKAR – TITLE OFFICER  
FIRST AMERICAN TITLE

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON  
THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS  
AS FOLLOWS:

NAME OF NOTARY: W.S. BETTINI  
DATE COMMISSION EXPIRES: 2-15-05  
COUNTY WHERE BOND IS FILED: ORANGE  
COMMISSION NO.: 1291121  
VENDOR ID NO.: NNA1

I CERTIFY UNDER PENALTY OF PERJURY THAT THE ILLEGIBLE PORTION OF THE DOCUMENT  
TO WHICH THIS STATEMENT IS ATTACHED READS  
AS FOLLOWS:

""

PLACE OF EXECUTION: SANTA ANA, CALIFORNIA

DATE: March 6, 2002

A handwritten signature in black ink, appearing to read 'Kim Sprlekar', with a long horizontal flourish extending to the right.

KIM SPRLEKAR - TITLE OFFICER  
FIRST AMERICAN TITLE