



2002-0104681

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County Of  
Marin  
JOAN C. THAYER  
Recorder

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10:22AM 18-Nov-2002

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Page 1 of 7

*Recording Requested by*  
And WHEN RECORDED, RETURN TO:

JEFFREY G. WAGNER  
Law Office of Jeffrey G. Wagner  
1777 N. California Blvd., Suite 200  
Walnut Creek, CA 94596-4180

**FIRST AMENDMENT  
TO THE  
POINTE MARIN  
DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (CC&Rs)**

**THIS FIRST AMENDMENT** is executed by CENTEX HOMES, a Nevada general partnership, and SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership (the "Declarant") with reference to the following facts:

- A. Declarant is constructing a residential development in multiple phases located on certain real property in Novato, California. The first phase consists of Lots 36 through 49, 136, 156, 157 and 160 through 164 identified on the subdivision map entitled "Map of Pointe Marin Phase One" filed in the records of Marin County, California, on December 28, 2001, in Book 2001 of Maps at page 238.
- B. The Lots in the first phase are subject to the Pointe Marin Declaration of Restrictions (CC&Rs) recorded on October 17, 2002, as Series No. 2002-092068 in the records of Marin County, California (the "Declaration"). Section 1.14 failed to include Lot 156 as part of the Phase 1 Lots and Declarant desires to correct this omission. In addition, Section 2.16 of the Declaration described the Declarant's intent to form a landscape and lighting district, community facilities district, or other form of assessment district (the "Maintenance District") to own and/or maintain certain property and improvements within the development, including the maintenance of certain fuel modification areas within the Development and the removal of landscape cuttings and other debris within portions of the Arroyo San Jose Creek situated within the flood control easement on certain lots. The Declaration provides that if Maintenance District will not perform any of the maintenance duties described in Section 2.16, the Declarant can transfer these duties to the Association. The Maintenance District will not maintain the fuel modification areas and will not remove the landscape cuttings and debris from portions of the Arroyo San Jose Creek. As a result Declarant desires to also amend the Declaration to transfer these duties to the Association, provided that any portions of the fuel modification areas situated within the back or side yards of Lots within the Development shall be maintained by the Lot Owners.

- C. Declarant owns all of the lots subject to the Declaration and desires to amend the Declaration pursuant to the authority of Section 11.1 of the Declaration.

**THE DECLARATION IS AMENDED AS FOLLOWS:**

1. Section 1.14 is amended by adding Lot 156 thereto.
2. The first sentence of Section 2.16 is deleted in its entirety, and the following new sentence is substituted in its place:

Declarant intends to form a landscape and lighting district, community facility district, or other form of assessment district (the "Maintenance District") to own and/or maintain certain property and improvements within the Development, including parkways along Ygnacio Blvd., perimeter walls, and a pedestrian access area (the "Maintenance Properties").

3. Section 4.1 is amended by adding the following new paragraphs thereto:

Fuel modification areas are situated on portions of Lots 78, 79, 80, 81, 165, 166, 167, 168, 169, 178, 179, 180, 181, 182, 183, 184, 185 and 186. The area on each Lot consists of a buffer zone that is 30 feet wide as measured from the rear side of the residential structure situated on the Lot to a depth of 30 feet. The buffer zone also extends along the easterly side of the residential structure on Lot 169 to a depth of 30 feet. Each Lot Owner shall maintain that portion of the fuel modification area situated within the Owner's Lot and the Association shall maintain any portion that extends beyond the rear or side boundary of the Owner's Lot. The fuel modification areas shall be maintained in accordance with the maintenance requirements set forth in the Fuel Modification Plan described in Section 1.11.

4. Section 4.3 is amended by adding the following new paragraphs thereto:

The Arroyo San Jose Creek traverses certain Lots in the Development. No Owner shall dump any landscape cuttings or other debris or trash within the Creek. The Association shall be responsible for the periodical removal of any landscape cuttings or other debris within that portion of the Creek situated within the Lots in the Development that is subject to the flood control easement.

5. Exhibit B to the Declaration is deleted in its entirety, and the new Exhibit B attached to this First Amendment as Exhibit B is substituted in its place.

Subject to the modifications contained in this First Amendment, the Declaration remains in full force and effect in accordance with its terms. This First Amendment shall be effective as of the date it is recorded in the records of Marin County, California.

**CENTEX HOMES, a Nevada  
general partnership**

BY: Centex Real Estate Corporation,  
a Nevada corporation, Its Managing partner

By:   
Laurel Rochester

**SHEA HOMES LIMITED PARTNERSHIP  
a California limited partnership**

By: J. F. Shea Co., Inc.  
a Nevada corporation

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

SIGNED IN COUNTERPART

Subject to the modifications contained in this First Amendment, the Declaration remains in full force and effect in accordance with its terms. This First Amendment shall be effective as of the date it is recorded in the records of Marin County, California.

**CENTEX HOMES, a Nevada  
general partnership**

**BY: Centex Real Estate Corporation,  
a Nevada corporation, Its Managing partner**

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

**SHEA HOMES LIMITED PARTNERSHIP  
a California limited partnership**

**By: J. F. Shea Co., Inc.  
a Nevada corporation**

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

Its \_\_\_\_\_

**Joanne Anderson  
Assistant Secretary**

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

Its \_\_\_\_\_

**DARLENE ROBINSON  
ASSISTANT SECRETARY**

**SIGNED IN COUNTERPART**

STATE OF CALIFORNIA

COUNTY OF

Alameda

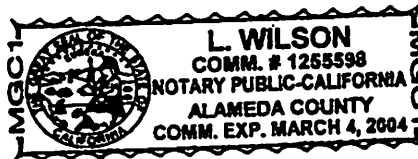
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On 11-14-02, before me, L. Wilson, Notary Public  
personally appeared Jeanne Anderson & Darlene A. Robins, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the 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

L. Wilson



STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

)  
)ss.  
)

On \_\_\_\_\_, 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.

Signature \_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF Contra Costa

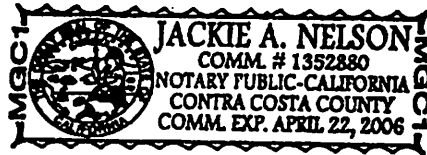
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On November 14, 2002, before me, Jackie A. Nelson,  
personally appeared Laurel A. Rochester, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument 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

Jackie A. Nelson



STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

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)ss.  
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On \_\_\_\_\_, 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.

Signature \_\_\_\_\_

## **EXHIBIT B - Maintenance District Ownership and Maintenance Obligations**

Set forth below is a description of the property that is expected to be owned and/or maintained by the Maintenance District described in Section 2.16 and a description of the maintenance requirements. As set forth in Section 2.16, if the Maintenance District is not formed, the Association shall assume the ownership and/or maintenance obligations over these properties and improvements:

**Parkways.** Parcels B, C and Q described in Section 1.15 are the parkways shown on the Map. Additional parkways may be identified on the subdivision maps(s) for lots that will be annexed into the Development in later phases. The landscaping and irrigation system within the parkways shall be maintained in good condition and repair and in a healthy and weed-free condition. Maintenance shall include regular fertilization, mowing, irrigation, pruning and other customary prudent landscaping practices. The monuments within the parkways shall be maintained by the Association as described in Section 4.3.

**Perimeter Walls.** The perimeter walls for the Lots shown on the Map are located along the southerly boundary lines of Lots 28, 29, 30, 35, 38 (the wall extends along the easterly boundary line of Lot 38 as well), 39, 44, 45, 50, 51, 56, 57, 62, 63 and 68. Additional perimeter walls may be described in a declaration of annexation annexing additional properties into the Development. The walls shall be maintained in good condition and repair. Maintenance shall include repainting on an as-needed basis and graffiti removal in accordance with the City's graffiti ordinance.

**Pedestrian Access.** The pedestrian access parcel is Parcel A shown on the Map and described in Section 1.15. The pedestrian access improvements shall be maintained in good condition and repair.