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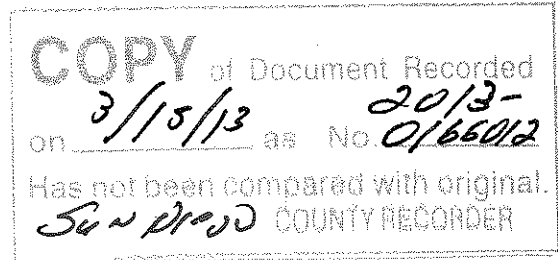
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2030 Main Street, Suite 1200
Irvine, California 92614



(Space Above for Recorder's Use)

DECLARATION OF ANNEXATION OF TERRITORY
FOR
CHANTEMAR
(FAIRBROOK ESTATES)

**DECLARATION OF ANNEXATION OF TERRITORY
FOR
CHANTEMAR**

(FAIRBROOK ESTATES)

This DECLARATION OF ANNEXATION OF TERRITORY ("*Declaration of Annexation*") is made by CHANTEMAR HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation ("*Association*") and RYLAND HOMES OF CALIFORNIA, INC., a Delaware corporation ("*Developer*").

PREAMBLE:

A. Association is "Association" under that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Chantemar Homeowners Association, recorded September 24, 1981 as Document No. 81-303798 (collectively, with any amendments, the "*Declaration*"), of Official Records of San Diego County, California ("*Official Records*"). The Declaration is binding upon all Owners of Lots in the planned development known as Chantemar (the "*Properties*").

B. Developer is the owner of certain real property (the "*Added Territory*") in the City of San Diego, San Diego County, California, described as follows:

Lots 1 through 17, inclusive, and Lot C of Fairbrook Estates, in the City of San Diego, County of San Diego, State of California, according to map thereof No. 15653, filed in the Office of the County Recorder of San Diego County, December 13, 2007 (the "*Map*").

C. Pursuant to Section 10.02 of the Declaration, the Association has, by the vote of at least 2/3 of its voting power (as certified on *Exhibit A* attached hereto), consented to the annexation of the Added Territory to the Properties and the coverage of the Declaration, and the Association and Developer now desire to add the Added Territory to the Properties.

D. Association and Developer now desire to add the Added Territory to the property already subject to the Declaration subject to the provisions of this Declaration of Annexation. This Declaration of Annexation constitutes a "Declaration of Annexation," as defined and described in Section 10.03 of the Declaration.

THEREFORE, DEVELOPER AND ASSOCIATION DECLARE AS FOLLOWS:

1. **ANNEXATION OF ADDED TERRITORY.** Association (with the requisite consent of its members as shown on the Certification attached as *Exhibit A*) declares that the Added Territory is hereby annexed to the Properties and made subject to the Declaration and the jurisdiction of the Association.

2. **LAND CLASSIFICATIONS.** The Added Territory is hereby designated as follows:

2.1. **Phase.** The Added Territory is a Phase of the Properties.

2.2. **Lots.** Lots 1 through 17, inclusive, are designated to be Lots, as defined in the Declaration.

2.3. **Common Area.** Lot C is designated to be Common Area, as defined in the Declaration.

2.4. **Parkway Maintenance Areas in the Added Territory and Lot A.** Developer hereby reserves for the benefit of the Association, nonexclusive easements for access to and maintenance of the landscaping in the parkways on Lots 1 through 17, inclusive, and Lot A (collectively, the "**Parkway Maintenance Areas**") as approximately depicted on *Exhibit B* attached hereto.

3. **MEMBERSHIP IN ASSOCIATION.** Upon the Close of Escrow for the sale of a Lot in the Added Territory, the Owner of the Lot shall automatically become a Member of the Association and be subject to the payment of assessments per Article V of the Declaration. For purposes of interpreting this Declaration of Annexation, the term "Close of Escrow" means the date on which a deed is Recorded conveying a Lot pursuant to a transaction requiring the issuance of a Final Subdivision Public Report by the California Department of Real Estate.

4. **APPLICATION OF DECLARATION.** Pursuant to Article 10 of the Declaration, upon recordation of this Declaration of Annexation, all provisions in the Declaration will apply to the Added Territory in the same manner as if the Added Territory were originally covered by the Declaration; provided, however, that (a) assessments (as described in Article V of the Declaration) ("**Assessments**") shall not commence on all Lots (including those unsold) in the Added Territory until the first day of the first month following the date of the first Close of Escrow in the Added Territory, and (b) the entitlement to cast Association votes for all Lots shall not commence in the Added Territory until Assessments commence in the Phase. Thereafter, the rights, powers and responsibilities of the Owners, lessees and occupants of the Added Territory shall be the same as if the Added Territory were originally covered by the Declaration.

5. **MAINTENANCE OBLIGATIONS, ENFORCEMENT POWERS AND RIGHTS.** The maintenance obligations of the Association and the Owners are described in Section 2 above, the Declaration and the other Governing Instruments. The Association shall not assume its maintenance obligations or enforcement powers and rights in the Added Territory until the commencement of Assessments in the Added Territory, as provided above.

6. **MARKETING NAME.** The Added Territory shall be marketed under the general name "Fairbrook Estates," unless and until changed by Developer in its sole and absolute discretion from time to time. Developer shall notify the California Department of Real Estate of any change in the name of the Added Territory under which it is marketed by Developer.

7. **CONFORMITY WITH DEVELOPMENT PLAN.** This Declaration of Annexation is in conformity with the development plan currently on file with the California Department of Real Estate.

8. **AMENDMENT AND DURATION.** This Declaration of Annexation may be amended or terminated only by complying with the requirements of Section 15.05 of the Declaration. Unless amended or terminated, this Declaration of Annexation shall continue in full force and effect for so long as the Declaration remains in effect.

9. **MISCELLANEOUS.** The provisions of this Declaration of Annexation shall run with all of the Added Territory and the Properties, shall be binding upon all persons having or acquiring any interest in the Added Territory and the Properties, or any part thereof, shall inure to the benefit of and burden every portion of the Added Territory and the Properties, and any interest therein, and shall inure to the benefit of, be binding upon, and may be enforced by any Owner, Developer, each successor in interest of Developer, the Association, and their successive owners and assigns. Except as otherwise provided herein, the capitalized terms in this Declaration of Annexation shall have the same meanings as are given such terms by the Declaration. Except as otherwise expressly provided herein, all of the provisions of the Declaration are hereby incorporated by reference as if fully set forth herein.

10. **EXHIBITS.** All exhibits to this Declaration of Annexation are incorporated herein by this reference.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO DECLARATION OF ANNEXATION OF TERRITORY FOR CHANTEMAR
(FAIRBROOK ESTATES)]

This Declaration of Annexation has been executed on MARCH 13, 2013,
to be effective as of the date of its Recordation.

RYLAND HOMES OF CALIFORNIA, INC.,
a Delaware corporation

By: 

Print
Name: SCOTT PASTERNAK

Title: ASSISTANT VICE PRESIDENT
"Developer"

STATE OF CALIFORNIA
COUNTY OF ORANGE

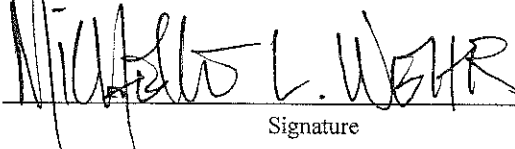
On MARCH 13, 2013, before me, MICHELLE L. WEHR, NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared SCOTT PASTERNAK,

who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 (Seal)
Signature

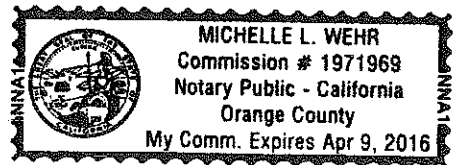


EXHIBIT A

CERTIFICATE OF CONSENT TO ANNEXATION OF ADDED TERRITORY

We, David O. Overiski and Kathy B Williams, certify as follows:

A. We are members of the Board of Directors of CHANTEMAR HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation (the "Association") to whom authority to make this certification has been delegated by action of the Board of Directors.

B. We hereby certify that members representing at least 2/3 of the total voting power of the Association have consented by votes cast in a duly conducted election to the annexation of the Added Territory (described in the Declaration of Annexation of Territory to which this certificate is attached) to the Properties and the jurisdiction of the Association, all in accordance with Section 10.02 of the Declaration.

We declare under penalty of perjury under California law that the foregoing is true and correct.

Signed on March 12, 2013 David O. Overiski

Print Name: David O. Overiski
~~Director~~ President

Print Name: Kathy B Williams
Director Kathy B. Williams

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On March 12th, 2013, before me, Lisa M. Haines, Notary Public
(here insert name and title of the officer)

personally appeared David O. Overskei

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Lisa M. Haines



(SEAL)

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On March 12th, 2013, before me, Lisa M. Haines, Notary Public
(here insert name and title of the officer)

personally appeared Kathy B. Williams

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Lisa M. Haines



(SEAL)

EXHIBIT B

**APPROXIMATE LOCATIONS OF PARKWAY MAINTENANCE AREAS IN ADDED
TERRITORY AND ON LOT A**

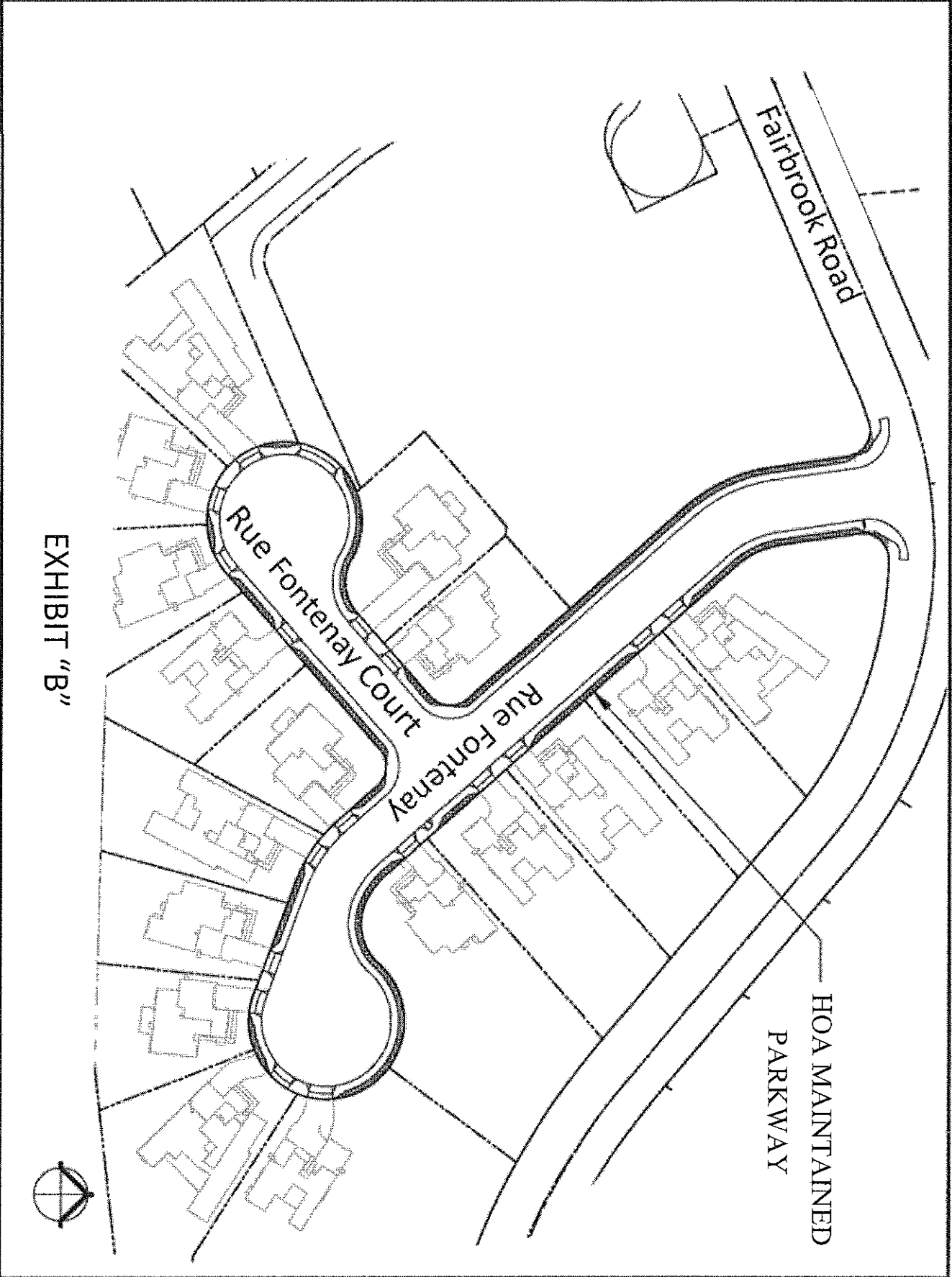


EXHIBIT "B"