

# Mission Hills

**EXHIBIT "A"**  
**TO THE CONDOMINIUM DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR MISSION HILLS VILLAS I**

Legal Description — Property

Lots 1, 3 and 4 as shown on that certain subdivision map for Tract 29772-1, as recorded in Book 307 of Maps, Pages 72 through 75, inclusive, in the Office of the Riverside County Recorder.



**EXHIBIT "B"**  
**TO THE CONDOMINIUM DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR MISSION HILLS VILLAS I**

Legal Description — Annexable Property

All of Parcel 12 of Parcel Map 19905, as shown on that certain Parcel Map recorded in Book 140, Pages 80 through 89 of Parcel Maps, in the Office of the County Recorder of Riverside County excepting therefrom Lots 1, 3 and 4 as shown on that certain subdivision map for Tract 29772-1, as recorded in Book 307 of Maps, Pages 72 through 75, inclusive, in the Office of the Riverside County Recorder.



9-28-01

Recording Requested By )  
and When Recorded Mail To: )  
)  
Cox, Castle & Nicholson, LLP )  
19800 MacArthur Boulevard, Suite 600 )  
Irvine, California 92612 )  
Attn: Camellia K. Schuk, Esq. )

#2001-473149

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**FIRST AMENDMENT TO  
CONDOMINIUM DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
MISSION HILLS VILLAS I**

This First Amendment to Condominium Declaration of Covenants, Conditions and Restrictions for Mission Hills Villas I (this "**First Amendment**"), made as of this 2 day of September, 2001, by WVC RANCHO MIRAGE, INC., a Delaware corporation ("**Declarant**"), is as follows:

**RECITALS:**

A. Declarant executed that certain Condominium Declaration of Covenants, Conditions and Restrictions for Mission Hills Villas I (the "**Original Declaration**") recorded on August 31, 2001 as Instrument No. 2001-422428 in the Office of the County Recorder of Riverside County, California affecting that certain real property described therein. All capitalized terms herein shall have the definitions assigned thereto in the Original Declaration unless otherwise defined in this First Amendment.

B. Declarant intended to, but did not, convey to the Master Association that certain condominium associated with Unit 4151A ("**Commercial Condominium 4151A**"), as depicted on that certain Condominium Plan recorded on August 31, 2001 as Instrument No. 2001-422426. Concurrently herewith, Declarant is recording a grant deed conveying Commercial Condominium 4151A to the Master Association.

C. Declarant desires to amend the Original Declaration to reflect the conveyance of Commercial Condominium 4151A to the Master Association.

D. Pursuant to Section 11.1 of the Original Declaration, the Declarant may unilaterally amend the Original Declaration by recording a written and acknowledged instrument in the Office of the Riverside County Recorder at any time before Declarant conveys a Residential Condominium by Original Deed.

E. Declarant has not conveyed a Residential Condominium by Original Deed as of the date of this First Amendment.

NOW, THEREFORE, Declarant hereby amends the Original Declaration as follows:

1. All references, in Recital F and Section 1.6(b) of the Original Declaration, to the number of Commercial Condominiums owned and maintained by the Master Association are hereby amended to be seventeen (17), rather than sixteen (16).

2. The list, set forth in Recital F of the Original Declaration, of Commercial Condominiums owned and maintained by the Master Association is hereby amended to include Commercial Condominium No. 4151A.

3. All references, in Sections 1.6(a) and 5.4(a)(ii) of the Original Declaration, to the number of Commercial Condominiums owned and maintained by the Declarant are hereby amended to be sixty (60), rather than sixty-one (61).

4. Except as specifically amended as set forth herein, the Original Declaration shall remain unchanged and in full force and effect, and, in particular, the allocation of Basic Expenses and voting rights set forth in the Original Declaration shall not be affected or deemed modified by this First Amendment.

IN WITNESS WHEREOF, Declarant has caused this First Amendment to be executed as of the day and year first-above written.

“DECLARANT”

WVC Rancho Mirage, Inc.,  
a Delaware corporation

By: [Signature]  
Name: Rip Gellein, Jr.  
Its: Chairman of the Board

STATE OF Florida )

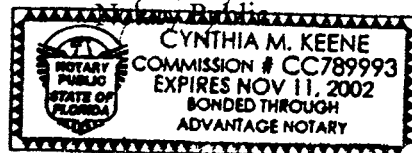
COUNTY OF Orange )

ss:

On September 21, 2001 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rip Gellein, Jr., 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.

Cynthia M. Keene



RECORDING REQUESTED BY: )  
 )  
 WHEN RECORDED MAIL TO: )  
 WVC RANCHO MIRAGE, INC., )  
 c/o Cox, Castle & Nicholson LLP )  
 19800 MacArthur Boulevard, Suite 600 )  
 Irvine, California 92612 )  
 Attn: D. Scott Turner, Esq. )  
 )

**DOC # 2002-091550**  
 02/21/2002

**Conformed Copy**  
 Has not been compared with original

**Gary L Orso**  
 County of Riverside  
 Assessor, County Clerk & Recorder

DECLARATION OF ANNEXATION  
 Mission Hills Villas I  
 (Condominium Declaration- Phase 2)

THIS DECLARATION OF ANNEXATION ("Declaration of Annexation") is made as of February 15, 2002, by WVC RANCHO MIRAGE, INC., a Delaware corporation ("Declarant") with reference to the following facts.

RECITALS

A. Declarant has previously subjected certain real property located in the City of Rancho Mirage, Riverside County to that certain Condominium Declaration of Covenants, Conditions and Restrictions for Mission Hills Villas I, recorded on August 31, 2001, as Instrument No. 2001-422428 in the Office of the County Recorder of Riverside County, California (as the same may be amended, the "Condominium Declaration").

B. Declarant is the sole owner of Lots 2, 3, 4 and 5 of Tract 29772-2, as shown on that certain map recorded in Book 313, Pages 39 through 42, in the Office of the County Recorder of Riverside County. Declarant intends to construct forty (40) residential condominiums within these Lots (the "Phase 2 Lots"). The Phase 2 Lots are part of the real property described in Exhibit "B" to the Condominium Declaration as "Annexable Property".

C. Section 10.1 of the Condominium Declaration provides that Declarant may annex all or any part of the Annexable Property under the plan of the Condominium Declaration.

NOW, THEREFORE, Declarant hereby declares that the Phase 2 Lots are hereby annexed under the plan of the Condominium Declaration, and that the Phase 2 Lots shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions as set forth in the Condominium Declaration, as the Condominium Declaration is amended herein and as it may be amended from time to time, which are for the purpose of protecting the value and desirability of, and which shall constitute equitable servitudes on, the Phase 2 Lots and which shall run with the Phase 2 Lots and be binding upon and inure to the benefit of all parties having any right, title or interest therein, or any part thereof, their heirs, successors and assigns.

2-1337

In accordance with Paragraph 10.3 of the Condominium Declaration, Declarant hereby declares, with respect to the Phase 2 Lots:

1. Division of Phase 2 Lots into Condominiums. Declarant, in order to establish a plan of condominium ownership for the Property hereby divides Lots 2, 3, 4 and 5 of Tract No. 29772-2, as designated, shown and described on that certain subdivision map recorded in the Office of the Riverside County Recorder in Book 313 of Maps at pages 39 through 42, inclusive, into the following separate elements, each of which shall be included in any conveyance of a Condominium within a Phase 2 Lot:

(a) Forty (40) Residential Units. Each of the forty (40) Residential Units which are separately shown, numbered and designated on that certain Condominium Plan recorded FEB. 21, 2002, as Instrument No. 2002-091548 in the Office of the County Recorder of Riverside County (which Condominium Plan is made a part hereof as if fully set forth as an exhibit hereto) as a Unit shall be a separate element which, except as otherwise shown on the Condominium Plan, shall consist of the space bounded by and contained within the interior surfaces of the perimeter walls, floors, ceilings, windows and doors of the building containing such Unit. Each of such Residential Units includes both the portions of the building so described and the airspace so encompassed, excepting therefrom bearing walls, columns, floors, roofs, foundation slabs, exterior wall surfaces and central services, pipes, ducts, chutes, conduits, wires, fireplace ducts and flues and other utility installations wherever located within the Condominium Units, excluding from this exception, however, outlets thereof within the Residential Units and internal and external telephone or wiring designed to serve a particular Condominium Unit, but located outside the boundaries of such Condominium Unit, which are Limited Common Areas with respect to such Condominium Unit. In interpreting deeds, declarations and plans, the existing physical boundaries of a Residential Unit constructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds (or other description) expressed in the deed, plan or declaration, regardless of settling or minor variance between boundaries shown on the Condominium Plan or in the deed or declaration and the boundaries of the building.

(b) Common Area. A separate element consisting of the Common Area of each of the Phase 2 Lots, respectively, which shall be owned by the Owners of each Condominium within each such Lot as tenants-in-common. The fractional undivided interest in a Lot which is appurtenant to a Condominium Unit is as follows:

- (i) Lot 2 of Tract No. 29772-2: An undivided 1/12th interest in Lot 2.
  - (ii) Lot 3 of Tract No. 29772-2: An undivided 1/12th interest in Lot 3;
  - (iii) Lot 4 of Tract No. 29772-2: An undivided 1/8th interest in Lot 4;
- and
- (iv) Lot 5 of Tract No. 29772-2: An undivided 1/8th interest in Lot 5.

Ownership of a fractional undivided interest in the Common Area shall be subject to the rights of Owners set forth in the Condominium Declaration, the rights of Condominium Association I set forth in the Condominium Declaration, and those easements which burden the

Common Area and Condominium Property as more particularly set forth in Section 3.5 of the Condominium Declaration.

(c) Limited Common Areas ("LCA"). Portions of the Common Area which shall be for the exclusive use of one (1) or more, but less than all, of the Owners, or Condominium Association I (as defined in the Condominium Declaration), as such LCAs are more particularly shown on the Condominium Plan. With respect to the LCAs in the Phase 2 Lots, the following LCAs are appurtenant to and for the exclusive use of the following Condominiums:

(i) Lot 2 of Tract No. 29772-2:

(A) LCA No. 3203P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3203;

(B) LCA No. 3205P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3205;

(C) LCA No. 3211P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3211;

(D) LCA No. 3213P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3213;

(E) LCA No. 3219P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3219;

(F) LCA No. 3221P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3221;

(G) LCA No. 3204B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3204;

(H) LCA No. 3206B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3206;

(I) LCA No. 3212B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3212;

(J) LCA No. 3214B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3214;

(K) LCA No. 3220B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3220;



(L) LCA No. 3222B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3222.

(ii) Lot 3 of Tract No. 29772-2:

(A) LCA No. 3503P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3503;

(B) LCA No. 3505P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3505;

(C) LCA No. 3511P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3511;

(D) LCA No. 3513P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3513;

(E) LCA No. 3519P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3519;

(F) LCA No. 3521P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3521;

(G) LCA No. 3504B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3504;

(H) LCA No. 3506B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3506;

(I) LCA No. 3512B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3512;

(J) LCA No. 3514B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3514;

(K) LCA No. 3520B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3520;

(L) LCA No. 3522B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3522.

(iii) Lot 4 of Tract No. 29772-2:

(A) LCA No. 3903P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3903;

(B) LCA No. 3905P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3905;

(C) LCA No. 3911P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3911;

(D) LCA No. 3913P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3913;

(E) LCA No. 3904B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3904B;

(F) LCA No. 3906B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3906;

(G) LCA No. 3912B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3912;

(H) LCA No. 3914B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3914.

(iii) Lot 5 of Tract No. 29772-2:

(A) LCA No. 4003P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4003;

(B) LCA No. 4005P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4005;

(C) LCA No. 4011P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4011;

(D) LCA No. 4013P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4013;

(E) LCA No. 4004B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4004B;

(F) LCA No. 4006B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4006;

(G) LCA No. 4012B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4012;

(H) LCA No. 4014B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4014.

(d) Appurtenant Easements.

(i) Reciprocal Easement to Use Common Area of Lots Subject to the Condominium Declaration. A non-exclusive easement and equitable right of use, for ingress to, egress from, parking and use and enjoyment of the Common Area of any Lot of the Condominium Project, excepting therefrom any Limited Common Area or Administrative Limited Common Area, which easement(s) shall be appurtenant to each Condominium and which easement(s) Declarant shall grant to each purchaser of a Condominium from Declarant.

(ii) Reciprocal Easement to Use Residential Units and Common Areas of Adjacent Condominium Project. Provided that such reciprocal easement is so granted by Declarant to an Owner, a non-exclusive easement and equitable right of use, for (A) the use of residential units in and (B) for ingress to, egress from, parking and use and enjoyment of the Common Area of, any lot of a condominium project which is adjacent to the Condominium Project, excepting therefrom any limited common area or administrative limited common area, which easement(s) shall be appurtenant to each Condominium.

(iii) Master Association Property Easement. An easement and right to use the Master Association Property and the Condominium Property (if any), which easement shall be appurtenant to each Condominium subject to the terms of the Master Declaration and which easement Declarant shall grant to each purchaser of a Condominium from Declarant.

2. Amendment to Calculation of the term “Basic Assessment” in Section 1.6 of Condominium Declaration. Pursuant to Section 10.3 of the Condominium Declaration, Declarant hereby amends Section 1.6 of the Condominium Declaration as follows:

“1.6 “Basic Assessment” means,

(a) collectively, for all sixty (60) Commercial Condominiums of the Initial Project Condominiums owned by Declarant:

(i) in recognition of the lesser intensity of use (compared to that of the Owners of the Residential Condominiums) of the Common Areas and Common Furnishings due to the fact that the Commercial Condominiums will not be used 24 hours per day, and when used, will be used for non-residential purposes;

(ii) in recognition that although the 27 Open Space Condominiums are owned by Declarant, the use of them has been licensed to the Master Association; and

(iii) in recognition that most of the Common Areas of the Project will be part of those associated with Residential Condominiums rather than Commercial Condominiums;

three-sixtieths ( $3/60$ ths) of the Basic Expenses, and thereafter, as Annexable Condominiums are annexed under the plan of this Condominium Declaration, means, collectively for such Declarant Commercial Condominiums, an amount calculated by multiplying the Basic Expenses by a fraction, the numerator of which shall be three (3), and the denominator of which shall be four (4) plus the number of Residential Condominiums then subject to this Condominium Declaration;

(b) collectively, for the seventeen (17) Commercial Condominiums of the Initial Project Condominiums owned by the Master Association, one-sixtieth ( $1/60$ th) of the Basic Expenses, and thereafter, as Annexable Condominiums are annexed under the plan of this Condominium Declaration, means, collectively for such 17 Commercial Condominiums, an amount calculated by multiplying the Basic Expenses by a fraction, the numerator of which shall be one (1), and the denominator of which shall be four (4) plus the number of Residential Condominiums then subject to this Condominium Declaration; and

(c) collectively, for the fifty-six (56) Residential Condominiums presently subject to Condominium Declaration I, fifty-six sixtieths ( $56/60$ ths) of the Basic Expenses, and thereafter, as Annexable Condominiums are annexed under the plan of this Condominium Declaration, means, for each Residential Condominium, an amount calculated by multiplying the Basic Expenses by a fraction, the numerator of which shall be one (1), and the denominator of which shall be four (4) plus the number of Residential Condominiums then subject to this Condominium Declaration I.

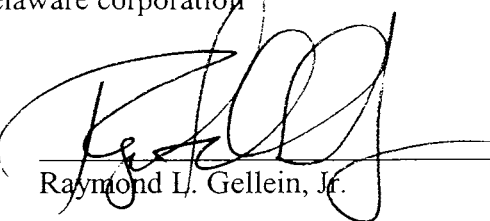
Although the Initial Project Condominiums which are Residential Condominiums are all of the same area and type, if, in the future, Residential Condominiums of different areas and types are annexed under the plan of this Condominium Declaration I, those components of the Basic Expenses which do not vary as to the size or type of a Residential Condominium shall be allocated equally to the Residential Condominiums, and those components of the Basic Expenses which vary according to the particular characteristics of a Residential Condominium shall be allocated to each applicable Residential Condominium on an appropriate basis.”

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first herein above written.

“DECLARANT”

WVC RANCHO MIRAGE, INC.,  
a Delaware corporation

By:



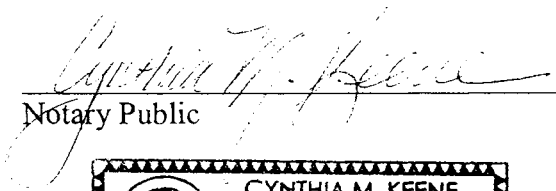
Raymond L. Gellein, Jr.

Its: Chairman of the Board

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF ORANGE                )

On February 13 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Raymond L. Collins, 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.

  
\_\_\_\_\_  
Notary Public



Recording Requested by  
First American Title Company

DOC # 2002-660429  
11/13/2002

RECORDING REQUESTED BY: )  
)  
WHEN RECORDED MAIL TO: )  
WVC RANCHO MIRAGE, INC., )  
c/o Cox, Castle & Nicholson LLP )  
19800 MacArthur Boulevard, Suite 600 )  
Irvine, California 92612 )  
Attn: D. Scott Turner, Esq. )  
)

Conformed Copy  
Has not been compared with original  
Gary L Orso  
County of Riverside  
Assessor, County Clerk & Recorder

DECLARATION OF ANNEXATION  
Mission Hills Villas I  
(Condominium Declaration- Phase 3)

THIS DECLARATION OF ANNEXATION ("**Declaration of Annexation**") is made as of October 16, 2002, by WVC RANCHO MIRAGE, INC., a Delaware corporation ("**Declarant**"), with reference to the following facts.

RECITALS

A. Declarant has previously subjected certain real property located in the City of Rancho Mirage, Riverside County to that certain Condominium Declaration of Covenants, Conditions and Restrictions for Mission Hills Villas I, recorded on August 31, 2001, as Instrument No. 2001-422428 in the Office of the County Recorder of Riverside County, California (as the same may be amended, the "**Condominium Declaration**").

B. Declarant is the sole owner of Lots 8, 9, 10, 11 and 12 of Tract 29772-2, as shown on that certain map recorded in Book 313, Pages 39 through 42 of Maps in the Office of the County Recorder of Riverside County (the "**Phase 3 Lots**"). Declarant intends to construct within these Lots fifty (50) Residential Condominiums and two (2) Commercial Condominiums, which two (2) Commercial Condominiums comprise Condominium No. 3013 and Condominium No. 3014 (the "**Administration Condominiums**"). The Administration Condominiums may be utilized by the Master Association as operational space for administrative staff under lease (an "**Administration Lease**") from Declarant or may be converted from Commercial Condominiums to Residential Commercials through recordation of a Declaration of Conversion therefor in the official records of the County). The Phase 3 Lots are part of the real property described in Exhibit "B" to the Condominium Declaration as "Annexable Property".

C. Section 10.1 of the Condominium Declaration provides that Declarant may annex all or any part of the Annexable Property under the plan of the Condominium Declaration.

NOW, THEREFORE, Declarant hereby declares that the Phase 3 Lots are hereby annexed under the plan of the Condominium Declaration, and that the Phase 3 Lots shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions as set forth in the Condominium Declaration, as the Condominium Declaration is amended herein and as it may be amended from time to time, which are for the purpose of protecting the value and desirability of, and which shall constitute equitable servitudes on, the Phase 3 Lots and which shall run with

the Phase 3 Lots and be binding upon and inure to the benefit of all parties having any right, title or interest therein, or any part thereof, their heirs, successors and assigns.

In accordance with Paragraph 10.3 of the Condominium Declaration, Declarant hereby declares, with respect to the Phase 3 Lots:

1. Division of Phase 3 Lots into Condominiums. Declarant, in order to establish a plan of condominium ownership for the Property hereby divides Lots 2, 3, 4 and 5 of Tract No. 29772-2, as designated, shown and described on that certain subdivision map recorded in the Office of the Riverside County Recorder in Book 313 of Maps at pages 39 through 42, inclusive, into the following separate elements, each of which shall be included in any conveyance of a Condominium within a Phase 3 Lot:

(a) Fifty-Two (52) Condominium Units. Each of the fifty-two (52) Condominium Units which are separately shown, numbered and designated on that certain Condominium Plan recorded Nov. 13, 2002, as Instrument No. 2002-660427 in the Office of the County Recorder of Riverside County (which Condominium Plan is made a part hereof as if fully set forth as an exhibit hereto) as a Unit shall be a separate element which, except as otherwise shown on the Condominium Plan, shall consist of the space bounded by and contained within the interior surfaces of the perimeter walls, floors, ceilings, windows and doors of the building containing such Unit. Each of such Condominium Unit includes both the portions of the building so described and the airspace so encompassed, excepting therefrom bearing walls, columns, floors, roofs, foundation slabs, exterior wall surfaces and central services, pipes, ducts, chutes, conduits, wires, fireplace ducts and flues and other utility installations wherever located within the Condominium Units, excluding from this exception, however, outlets thereof within the Condominium Unit and internal and external telephone or wiring designed to serve a particular Condominium Unit, but located outside the boundaries of such Condominium Unit, which are Limited Common Areas with respect to such Condominium Unit. In interpreting deeds, declarations and plans, the existing physical boundaries of a Condominium Unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds (or other description) expressed in the deed, plan or declaration, regardless of settling or minor variance between boundaries shown on the Condominium Plan or in the deed or declaration and the boundaries of the building.

(b) Common Area. A separate element consisting of the Common Area of each of Phase 3 Lots, respectively, which shall be owned by the Owners of a Condominium within each such Lot as tenants-in-common. The fractional undivided interest in a Lot which is appurtenant to a Condominium Unit of the Initial Project Condominiums is as follows:

- (i) Lot 8 of Tract No. 29772-2: An undivided 1/8th interest in Lot 8.
- (ii) Lot 9 of Tract No. 29772-2: An undivided 1/12th interest in Lot 9;
- (iii) Lot 10 of Tract No. 29772-2: An undivided 1/8th interest in Lot 10;
- (iv) Lot 11 of Tract No. 29772-2: An undivided 1/12th interest in Lot 11;

and



(v) Lot 12 of Tract No. 29772-2: An undivided 1/12th interest in Lot 12.

Ownership of a fractional undivided interest in the Common Area shall be subject to the rights of Owners set forth in the Condominium Declaration, the rights of Condominium Association I set forth in this Condominium Declaration I, and those easements which burden the Common Area and Condominium Property as more particularly set forth in Section 3.5 of the Condominium Declaration.

(c) Limited Common Areas ("LCA"). Portions of the Common Area which shall be for the exclusive use of one (1) or more, but less than all, of the Owners, or Condominium Association I (as defined in the Condominium Declaration), as such LCAs are more particularly shown on the Condominium Plan. With respect to the LCAs in the Phase 3 Lots, the following LCAs are appurtenant to and for the exclusive use of the following Condominiums:

(i) Lot 8 of Tract No. 29772-2:

(A) LCA No. 3003P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3003;

(B) LCA No. 3005P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3005;

(C) LCA No. 3011P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3011;

(D) LCA No. 3013P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Commercial Condominium No. 3013;

(E) LCA No. 3004B, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3004;

(F) LCA No. 3006B, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3006;

(G) LCA No. 3012B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3012;

(H) LCA No. 3014B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Commercial Condominium No. 3014;

(ii) Lot 9 of Tract No. 29772-2:

(A) LCA No. 3103P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3103;

(B) LCA No. 3105P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3105;

(C) LCA No. 3111P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3111;

(D) LCA No. 3113P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3113;

(E) LCA No. 3119P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3119;

(F) LCA No. 3121P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3121;

(G) LCA No. 3104B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3104;

(H) LCA No. 3106B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3106;

(I) LCA No. 3112B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3112;

(J) LCA No. 3114B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3114;

(K) LCA No. 3120B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3120;

(L) LCA No. 3122B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3122.

(iii) Lot 10 of Tract No. 29772-2:

(A) LCA No. 3603P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3603;

(B) LCA No. 3605P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3605;

(C) LCA No. 3611P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3611;

(D) LCA No. 3613P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3613;

(E) LCA No. 3604B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3604B;

(F) LCA No. 3606B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3606;

(G) LCA No. 3612B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3612;

(H) LCA No. 3614B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3614.

(iii) Lot 11 of Tract No. 29772-2:

(A) LCA No. 3703P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3703;

(B) LCA No. 3705P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3705;

(C) LCA No. 3711P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3711;

(D) LCA No. 3713P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3713;

(E) LCA No. 3719P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3719;

(F) LCA No. 3721P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3721;

(G) LCA No. 3704B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3704B;

(H) LCA No. 3706B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3706;

(I) LCA No. 3712B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3712;

(J) LCA No. 3714B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3714;

(K) LCA No. 3720B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3720;

(L) LCA No. 3722B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3722.

(iv) Lot 12 of Tract No. 29772-2:

(A) LCA No. 3803P, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3803;

(B) LCA No.3805P, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3805;

(C) LCA No.3811P, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3811;

(D) LCA No.3813P, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3813;

(E) LCA No.3819P, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3819;

(F) LCA No.3821P, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3821;

(G) LCA No.3804B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3804;

(H) LCA No.3806B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3806;

(I) LCA No.3812B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3812;

(J) LCA No.3814B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3814;

(K) LCA No.3820B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3820;

(L) LCA No.3822B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 3822.

(d) Appurtenant Easements.

(i) Reciprocal Easement to Use Common Area of Lots Subject to the Condominium Declaration. A non-exclusive easement and equitable right of use, appurtenant to each Unit for ingress to, egress from, parking and use and enjoyment of the Common Area of any Lot of the Condominium Project, excepting therefrom any Limited Common Area or Administrative Limited Common Area, which easement(s) shall be appurtenant to each Condominium and which easement(s) Declarant shall grant to each purchaser of a Condominium from Declarant.

(ii) Reciprocal Easement to Use Residential Units and Common Areas of Adjacent Condominium Project. Provided that such reciprocal easement is so granted by Declarant to an Owner, a non-exclusive easement and equitable right of use, appurtenant to each Unit, for (A) the use of residential units in, and (B) for ingress to, egress from, parking and use and enjoyment of the Common Area of, any lot of a condominium project which is adjacent to the Condominium Project, excepting therefrom any limited common area or administrative limited common area, which easement(s) shall be appurtenant to each Condominium.

(iii) Master Association Property Easement. An easement and right to use the Master Association Property and the Condominium Property (if any), which easement shall be appurtenant to each Condominium subject to the terms of the Master Declaration and which easement Declarant shall grant to each purchaser of a Condominium from Declarant.

2. Conversion of Commercial Condominiums Nos. 3013 and 3014 into Residential Condominiums. Upon the recordation of a Declaration of Conversion(s) in the official records of the County, the Administration Condominiums which are described in such Declaration of Conversion shall be thereafter Residential Condominiums rather than Commercial Condominiums for all purposes under the Condominium Declaration.

2. Amendment to Calculation of the term "Basic Assessment" in Section 1.6 of Condominium Declaration. Pursuant to Section 10.3 of the Condominium Declaration, Declarant hereby amends Section 1.6 of the Condominium Declaration as follows:

"1.6 "Basic Assessment" means,

(a) collectively, for all sixty (60) Commercial Condominiums of the Initial Project Condominiums owned by Declarant:

(i) in recognition of the lesser intensity of use (compared to that of the Owners of the Residential Condominiums) of the Common Areas and Common Furnishings due to the fact that the Commercial Condominiums will not be used 24 hours per day, and when used, will be used for non-residential purposes;

(ii) in recognition that although the 27 Open Space Condominiums are owned by Declarant, the use of them has been licensed to the Master Association; and

(iii) in recognition that most of the Common Areas of the Project will be part of those associated with Residential Condominiums rather than Commercial Condominiums;

three-one hundred and twelfths ( $3/112$ ths) of the Basic Expenses, and thereafter, as Annexable Condominiums are annexed under the plan of this Condominium Declaration I, means, collectively for such Declarant Commercial Condominiums, an amount calculated by multiplying the Basic Expenses by a fraction, the numerator of which shall be three (3), and the denominator of which shall be four (4) plus the number of Residential Condominiums then subject to this Condominium Declaration I and the number of Administration Condominiums then subject to this Condominium Declaration I which have not been converted to Residential Condominiums;

(b) collectively, for the seventeen (17) Commercial Condominiums of the Initial Project Condominiums owned by the Master Association, one-one hundred and twelfth ( $1/112$ th) of the Basic Expenses, and thereafter, as Annexable Condominiums are annexed under the plan of this Condominium Declaration I, means, collectively for such 17 Commercial Condominiums, an amount calculated by multiplying the Basic Expenses by a fraction, the numerator of which shall be one (1), and the denominator of which shall be four (4) plus the number of Residential Condominiums then subject to this Condominium Declaration I and the number of Administration Condominiums then subject to this Condominium Declaration I which have not been converted to Residential Condominiums;

(c) collectively, for the one-hundred and six (106) Residential Condominiums presently subject to Condominium Declaration I, one hundred and six-one hundred and twelfths ( $106/112$ ths) of the Basic Expenses, and thereafter, as Annexable Condominiums are annexed under the plan of this Condominium Declaration or Administration Condominiums are converted to Residential Condominiums, means, for each Residential Condominium, an amount calculated by multiplying the Basic Expenses by a fraction, the numerator of which shall be one (1), and the denominator of which shall be four (4) plus the number of Residential Condominiums then subject to this Condominium Declaration I and the number of Administration Condominiums then subject to this Condominium Declaration I which have not been converted to Residential Condominiums.

Although the Initial Project Condominiums which are Residential Condominiums are all of the same area and type, if, in the future, Residential Condominiums of different areas and types are annexed under the plan of this Condominium Declaration I, those components of the Basic Expenses which do not vary as to the size or type of a Residential Condominium shall be allocated equally to the Residential Condominiums, and those components of the Basic Expenses which vary according to the particular characteristics of a Residential Condominium shall be allocated to each applicable Residential Condominium on an appropriate basis.

(d) collectively, for the Administration Condominiums (until such time as they are converted to Residential Condominiums), two-one hundred and twelfths of the Basic Expenses, and thereafter, as Annexable Condominiums are annexed under the plan of this Condominium Declaration or Administration Condominiums are converted to Residential Condominiums, means, for each Administration Condominium that has not been converted, an amount calculated by multiplying the Basic Expenses by a fraction, the numerator of which shall be one (1), and the denominator of which shall be four (4) plus the number of Residential Condominiums then subject to this Condominium Declaration I and the number of Administration Condominiums then subject to this Condominium Declaration I which have not been converted to Residential Condominiums. However, it shall be the case that during the term of an Administration lease by and between the Master Association and Declarant for the Administration Condominium(s), the following shall apply to the Administration Condominium(s) which is(are) subject to an Administration Lease:

(i) The Master Association, and not Declarant, shall be wholly responsible for the payment of any and all Basic, Special or Reconstruction Assessments, or any other costs and fees levied upon any Owner by Condominium Association I associated with such Administration Condominiums (collectively, the **"Administration Assessments"**).

(ii) Condominium Association I shall seek payment for the Administration Assessments directly from the Master Association, and not from Declarant.

(iii) Condominium Association I shall not have any lien rights or other rights of enforcement as against Declarant or the Administration Condominiums, as set forth at Article VIII hereof or otherwise, regarding payment of the Administration Assessments, but Condominium Association I shall promptly notify Declarant or any appointee thereof, of Master Association's failure to timely pay any of the Administration Assessments."

[signature page follows]





RECORDING REQUESTED BY: )  
 )  
 WHEN RECORDED MAIL TO: )  
 )  
 WVC RANCHO MIRAGE, INC., )  
 c/o Cox, Castle & Nicholson LLP )  
 19800 MacArthur Boulevard, Suite 600 )  
 Irvine, California 92612 )  
 Attn: D. Scott Turner, Esq. )  
 )

**COPY** of Document Recorded  
 on JUN 15 2004 as No. 0457487  
 has not been compared with  
 original.  
**GARY L. ORSO**  
 County Recorder  
 RIVERSIDE COUNTY CALIFORNIA

DECLARATION OF ANNEXATION  
 Mission Hills Villas I  
 (Condominium Declaration- Phase 4)

THIS DECLARATION OF ANNEXATION ("Declaration of Annexation") is made as of June 8, 2004 by WVC RANCHO MIRAGE, INC., a Delaware corporation ("Declarant"), with reference to the following facts.

RECITALS

- A. Declarant has previously subjected certain real property located in the City of Rancho Mirage, Riverside County, California to that certain Condominium Declaration of Covenants, Conditions and Restrictions for Mission Hills Villas I, recorded on August 31, 2001, as Instrument No. 2001-422428 in the Office of the County Recorder of Riverside County, California (as the same may be amended, the "Condominium Declaration").
- B. Declarant is the sole owner of Lots 3 through 9, inclusive, of Tract 29772, as shown on that certain map recorded in Book 354, Pages 38 through 40 of Maps in the Office of the County Recorder of Riverside County (the "Phase 4 Lots"). Declarant intends to construct within the Phase 4 Lots fifty-two (52) Residential Condominiums. The Phase 4 Lots are part of the real property described in Exhibit "B" to the Condominium Declaration as "Annexable Property".
- C. Section 10.1 of the Condominium Declaration provides that Declarant may annex all or any part of the Annexable Property under the plan of the Condominium Declaration.

NOW, THEREFORE, Declarant hereby declares that the Phase 4 Lots are hereby annexed under the plan of the Condominium Declaration, and that the Phase 4 Lots shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions as set forth in the Condominium Declaration, as the Condominium Declaration is amended herein and as it may be amended from time to time, which are for the purpose of protecting the value and desirability of, and which shall constitute equitable servitudes on, the Phase 4 Lots and which shall run with the Phase 4 Lots and be binding upon and inure to the benefit of all parties having any right, title or interest therein, or any part thereof, their heirs, successors and assigns.

In accordance with Paragraph 10.3 of the Condominium Declaration, Declarant hereby declares, with respect to the Phase 4 Lots:

- 1. Division of Phase 4 Lots into Condominiums. Declarant, in order to establish a plan of condominium ownership for the Property hereby divides Lots 3, 4, 5, 6, 7, 8 and 9 of Tract No. 29772, as designated, shown and described on that certain subdivision map recorded in the Office of the Riverside County Recorder in Book 354 of Maps at Pages 38 through 40, inclusive, into the following separate elements, each of which shall be included in any conveyance of a Condominium within a Phase 4 Lot:

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may

1645-07

(a) Fifty-Two (52) Condominium Units. Each of the fifty-two (52) Condominium Units which are separately shown, numbered and designated on that certain Condominium Plan recorded May 19, 2004, as Instrument No. 2004-0375502 in the Office of the County Recorder of Riverside County (which Condominium Plan is made a part hereof as if fully set forth as an exhibit hereto) as a Unit shall be a separate element which, except as otherwise shown on the Condominium Plan, shall consist of the space bounded by and contained within the interior surfaces of the perimeter walls, floors, ceilings, windows and doors of the building containing such Unit. Each of such Condominium Unit includes both the portions of the building so described and the airspace so encompassed, excepting therefrom bearing walls, columns, floors, roofs, foundation slabs, exterior wall surfaces and central services, pipes, ducts, chutes, conduits, wires, fireplace ducts and flues and other utility installations wherever located within the Condominium Units, excluding from this exception, however, outlets thereof within the Condominium Unit and internal and external telephone or wiring designed to serve a particular Condominium Unit, but located outside the boundaries of such Condominium Unit, which are Limited Common Areas with respect to such Condominium Unit. In interpreting deeds, declarations and plans, the existing physical boundaries of a Condominium Unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds (or other description) expressed in the deed, plan or declaration, regardless of settling or minor variance between boundaries shown on the Condominium Plan or in the deed or declaration and the boundaries of the building.

(b) Common Area. A separate element consisting of the Common Area of each of Phase 4 Lots, respectively, which shall be owned by the Owners of a Condominium within each such Lot as tenants-in-common. The fractional undivided interest in a Lot which is appurtenant to a Condominium Unit of the Initial Project Condominiums is as follows:

- (i) Lot 3 of Tract No. 29772: An undivided 1/4<sup>th</sup> interest in Lot 3.
- (ii) Lot 4 of Tract No. 29772: An undivided 1/12<sup>th</sup> interest in Lot 4;
- (iii) Lot 5 of Tract No. 29772: An undivided 1/4<sup>th</sup> interest in Lot 5;
- (iv) Lot 6 of Tract No. 29772: An undivided 1/12<sup>th</sup> interest in Lot 6;
- (v) Lot 7 of Tract No. 29772: An undivided 1/4<sup>th</sup> interest in Lot 7;
- (vi) Lot 8 of Tract No. 29772: An undivided 1/12<sup>th</sup> interest in Lot 8; and
- (vii) Lot 9 of Tract No. 29772: An undivided 1/4<sup>th</sup> interest in Lot 9.

Ownership of a fractional undivided interest in the Common Area shall be subject to the rights of Owners set forth in the Condominium Declaration, the rights of Condominium Association I set forth in this Condominium Declaration I, and those easements which burden the Common Area and Condominium Property as more particularly set forth in Section 3.5 of the Condominium Declaration.

(c) Limited Common Areas ("LCA"). Portions of the Common Area which shall be for the exclusive use of one (1) or more, but less than all, of the Owners, or Condominium Association I (as defined in the Condominium Declaration), as such LCAs are more particularly shown on the Condominium Plan. With respect to the LCAs in the Phase 4 Lots, the following LCAs are appurtenant to and for the exclusive use of the following Condominiums:

(i) Lot 3 of Tract No. 29772:

(A) LCA No. 4203P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4203;

(B) LCA No. 4205P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4205;

(C) LCA No. 4204B, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4204;

(D) LCA No. 4206B, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4206;

(ii) Lot 4 of Tract No. 29772:

(A) LCA No. 4303P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4303;

(B) LCA No. 4305P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4305;

(C) LCA No. 4311P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4311;

(D) LCA No. 4313P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4313;

(E) LCA No. 4319P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4319;

(F) LCA No. 4321P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4321;

(G) LCA No. 4304B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4304;

(H) LCA No. 4306B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4306;

(I) LCA No. 4312B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4312;

(J) LCA No. 4314B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4314;

(K) LCA No. 4320B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4320;

(L) LCA No. 4322B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4322.

(iii) Lot 5 of Tract No. 29772:

(A) LCA No. 4403P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4403;

(B) LCA No. 4405P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4405;

(C) LCA No. 4404B, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4404B;

(D) LCA No. 4406B, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4406.

(iv) Lot 6 of Tract No. 29772:

(A) LCA No. 4503P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4503;

(B) LCA No. 4505P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4505;

(C) LCA No. 4511P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4511;

(D) LCA No. 4513P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4513;

(E) LCA No. 4519P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4519;

(F) LCA No. 4521P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4521;

(G) LCA No. 4504B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4504B;

(H) LCA No. 4506B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4506;

(I) LCA No. 4512B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4512;

(J) LCA No. 4514B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4514;

(K) LCA No. 4520B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4520;

(L) LCA No. 4522B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4522.

(v) Lot 7 of Tract No. 29772:

(A) LCA No. 4603P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4603;

(B) LCA No. 4605P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4605;

(C) LCA No. 4604B, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4604;

(D) LCA No. 4606B, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4606;

(vi) Lot 8 of Tract No. 29772:

(A) LCA No. 4703P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4703;

(B) LCA No. 4705P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4705;

(C) LCA No. 4711P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4711;

(D) LCA No. 4713P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4713;

(E) LCA No. 4719P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4719;

(F) LCA No. 4721P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4721;

(G) LCA No. 4704B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4704;

(H) LCA No. 4706B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4706;

(I) LCA No. 4712B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4712;

(J) LCA No. 4714B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4714;

(K) LCA No. 4720B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4720;

(L) LCA No. 4722B, as shown on the Condominium Plan, being a balcony, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4722.

(vii) Lot 9 of Tract No. 29772:

(A) LCA No. 4803P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4803;

(B) LCA No. 4805P, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4805;

(C) LCA No. 4804B, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4804B;

(D) LCA No. 4806B, as shown on the Condominium Plan, being a patio, shall be appurtenant to and for the exclusive use of Residential Condominium No. 4806.

(d) Appurtenant Easements.

(i) Reciprocal Easement to Use Common Area of Lots Subject to the Condominium Declaration. A non-exclusive easement and equitable right of use, appurtenant to each Unit for ingress to, egress from, parking and use and enjoyment of the Common Area of any Lot of the Condominium Project, excepting therefrom any Limited Common Area or Administrative Limited Common Area, which easement(s) shall be appurtenant to each Condominium and which easement(s) Declarant shall grant to each purchaser of a Condominium from Declarant.

(ii) Reciprocal Easement to Use Residential Units and Common Areas of Adjacent Condominium Project. Provided that such reciprocal easement is so granted by Declarant to an Owner, a non-exclusive easement and equitable right of use, appurtenant to each Unit, for (A) the use of residential units in, and (B) for ingress to, egress from, parking and use and enjoyment of the Common Area of, any lot of a condominium project which is adjacent to the Condominium Project, excepting therefrom any limited common area or administrative limited common area, which easement(s) shall be appurtenant to each Condominium.

(iii) Master Association Property Easement. An easement and right to use the Master Association Property and the Condominium Property (if any), which easement shall be appurtenant to each Condominium subject to the terms of the Master Declaration and which easement Declarant shall grant to each purchaser of a Condominium from Declarant.

2. Amendment to Calculation of the term "Basic Assessment" in Section 1.6 of Condominium Declaration. Pursuant to Section 10.3 of the Condominium Declaration, Declarant hereby amends Section 1.6 of the Condominium Declaration as follows:

"1.6 "Basic Assessment" means,

(a) collectively, for all sixty (60) Commercial Condominiums of the Initial Project Condominiums owned by Declarant:

(i) in recognition of the lesser intensity of use (compared to that of the Owners of the Residential Condominiums) of the Common Areas and Common Furnishings due to the fact that the Commercial Condominiums will not be used 24 hours per day, and when used, will be used for non-residential purposes;

(ii) in recognition that although the 27 Open Space Condominiums are owned by Declarant, the use of them has been licensed to the Master Association; and

(iii) in recognition that most of the Common Areas of the Project will be part of those associated with Residential Condominiums rather than Commercial Condominiums;

three one hundred sixty-fourths ( $3/164$ ths) of the Basic Expenses, and thereafter, as Annexable Condominiums are annexed under the plan of this Condominium Declaration I, means, collectively for such Declarant Commercial Condominiums, an amount calculated by multiplying the Basic Expenses by a fraction, the numerator of which shall be three (3), and the denominator of which shall be four (4) plus the number of Residential Condominiums then subject to this Condominium Declaration I and the number of Administration Condominiums then subject to this Condominium Declaration I which have not been converted to Residential Condominiums;

(b) collectively, for the seventeen (17) Commercial Condominiums of the Initial Project Condominiums owned by the Master Association, one one hundred sixty-fourths ( $1/164$ ths) of the Basic Expenses, and thereafter, as Annexable Condominiums are annexed under the plan of this Condominium Declaration I, means, collectively for such 17 Commercial Condominiums, an amount calculated by multiplying the Basic Expenses by a fraction, the numerator of which shall be one (1), and the denominator of which shall be four (4) plus the number of Residential Condominiums then subject to this Condominium Declaration I and the number of Administration Condominiums then subject to this Condominium Declaration I which have not been converted to Residential Condominiums;

(c) collectively, for the one hundred fifty-eight (158) Residential Condominiums presently subject to Condominium Declaration I, one hundred fifty-eight one hundred sixty-fourths ( $158/164$ ths) of the Basic Expenses, and thereafter, as Annexable Condominiums are annexed under the plan of this Condominium Declaration or Administration Condominiums are converted to Residential Condominiums, means, for each Residential Condominium, an amount calculated by multiplying the Basic Expenses by a fraction, the numerator of which shall be one (1), and the denominator of which shall be four (4) plus the number of Residential Condominiums then subject to this Condominium Declaration I and the number of Administration Condominiums then subject to this Condominium Declaration I which have not been converted to Residential Condominiums.

Although the Initial Project Condominiums which are Residential Condominiums are all of the same area and type, if, in the future, Residential Condominiums of different areas and types are annexed under the plan of this Condominium Declaration I, those components of the Basic Expenses which do not vary as to the size or type of a Residential Condominium shall be allocated equally to the Residential Condominiums, and those components of the Basic Expenses which vary according to the particular characteristics of a Residential Condominium shall be allocated to each applicable Residential Condominium on an appropriate basis.

(d) collectively, for the Administration Condominiums (until such time as they are converted to Residential Condominiums), two one hundred sixty-fourths ( $2/164$ ths) of the Basic Expenses, and thereafter, as Annexable Condominiums are annexed under the plan of this Condominium Declaration or Administration Condominiums are converted to Residential Condominiums, means, for each Administration Condominium that has not been converted, an amount calculated by multiplying the Basic Expenses by a fraction, the numerator of which shall be one (1), and the denominator of which shall be four (4) plus the number of Residential Condominiums then subject to this Condominium Declaration I and the number of Administration Condominiums then subject to this Condominium Declaration I which have not been converted to Residential Condominiums. However, it shall be the case that during the term of an Administration Lease by and between the Master Association and Declarant for the Administration Condominium(s), the following shall apply to the Administration Condominium(s) which is(are) subject to an Administration Lease:

(i) The Master Association, and not Declarant, shall be wholly responsible for the payment of any and all Basic, Special or Reconstruction Assessments, or any other costs and fees levied upon any Owner by Condominium Association I associated with such Administration Condominiums (collectively, the "Administration Assessments").

(ii) Condominium Association I shall seek payment for the Administration Assessments directly from the Master Association, and not from Declarant.

(iii) Condominium Association I shall not have any lien rights or other rights of enforcement as against Declarant or the Administration Condominiums, as set forth at Article VIII hereof or otherwise, regarding payment of the Administration Assessments, but Condominium Association I shall promptly notify Declarant or any appointee thereof, of Master Association's failure to timely pay any of the Administration Assessments."

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first herein above written.

"DECLARANT"

WVC RANCHO MIRAGE, INC.,  
a Delaware corporation

By: Matthew E. April

Its: Senior Vice President

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF ORANGE )

On June 8, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Matthew E. April, Sr. V.P., 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.

Sabrina C. Churchwell  
Notary Public

