

ARTICLE X

RIGHTS OF DECLARANT

It is acknowledged that the First Subdivision is a portion of a larger parcel of land which Declarant is causing to be developed into a planned community known as MARINA HILLS PLANNED COMMUNITY. Declarant, in cooperation with the County of Orange, has created a master plan for its development whereby modern town masterplanning objectives may be realized for the common good and enhancement of property values within the community. In furtherance thereof, Declarant, for itself and its successors and assigns, reserves the following rights and easements:

(a) Easements over the Properties for the installation and maintenance of electric, telephone, cable television, water, gas, and sanitary sewer lines and drainage facilities.

(b) Easements over any Master Association Maintenance Area and Common Area for construction, display, maintenance, sales, and exhibit purposes in connection with the construction, development and sale or lease of the Properties or any portion thereof until the sale by Declarant of all portions of the Properties owned by Declarant, provided, however, that the exercise of such easements by Declarant shall not unreasonably interfere with the reasonable use and enjoyment of the Properties by the Owners. Until the sale of all portions of the Properties owned by Declarant, Declarant may use any of the Lots or Condominiums owned by it as model home sites and any Common Area or Master Association Maintenance Area as incidental parking.

(c) The right of Declarant (and its agents, employees and representatives) to enter on any portion of the Properties to construct improvements on the Properties or upon any adjacent land which may be annexed to the Properties and which is annexed into the Properties and to make repairs and remedy construction defects if such entry shall not unreasonably interfere with the use of any occupied Lot or Condominium; provided, however, that the Declarant shall be responsible for the timely repair of any damage caused to any Master Association Maintenance Area, Common Area, Lot or Condominium by the Declarant (and its agents, employees and representatives) in exercising this right.

(d) For itself and for the benefit of the Master Association, easements of access, use and repair over any areas of the Properties through which irrigation water lines and other equipment have been or will be placed.

(e) The right of free access by Declarant, the Master Association, Sub-Association and Owners of adjacent Lots or Condominiums to slopes or drainage ways located on any Owner's property when such access is required for the maintenance or permanent stabilization of said slopes, or maintenance of such drainage facility or for the protection and use of property other than the Lot or Condominium on which the slope or drainage way is located.

(f) The right of Declarant to subdivide or resubdivide any portion of the Properties, or to complete excavation and grading and construction of Improvements to and on any portion of the Properties owned by Declarant, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Declarant deems advisable in the course of development of the Properties so long as any Lot or Condominium in the Properties remains unsold.

(g) Each Owner by accepting a deed to a Lot or Condominium hereby acknowledges that any construction by Declarant, Master Association or any Participating Builder may impair the view of such Owner and hereby consents to such impairment.

(h) This Master Declaration shall not limit the right of Declarant at any time prior to acquisition of title to a Lot or Condominium by a purchaser from Declarant to establish on that Lot or Condominium, as the case may be, additional licenses, easements, reservations and rights of way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Properties, subject to the rights of the Veterans Administration and the Federal Housing Administration to approve such grants as provided herein in the event that they are insuring or guaranteeing a loan on any Lot or Condominium on the Properties.

(i) The rights, or any portion of the rights of Declarant hereunder and elsewhere in this Master Declaration may be assigned by Declarant to any successor in interest to any portion of Declarant's interest in any portion of the Properties, by an express written assignment recorded in the Office of the County Recorder.

(j) So long as Declarant owns any portion of the Properties, this Declaration cannot be amended or modified to change or eliminate the easements and other rights reserved herein to Declarant without the prior written approval of Declarant, and any attempt to do so shall be null and void.