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Meserve, Mumper & Hughes  
5190 Campus Drive  
Newport Beach, California 92660

Attn: Timothy L. Randall, Esq.

SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
AND DECLARATION OF ANNEXATION OF  
PLANNED UNIT DEVELOPMENT PROJECT  
INTO  
MARINA HILLS PLANNED COMMUNITY  
AND ESTABLISHMENT OF  
DELEGATE DISTRICT NO. 3

SHAWNTANA TRACTS 12682 & 12683

LR  
OR-101066-M

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SUPPLEMENTAL DECLARATION OF  
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INTO  
MARINA HILLS PLANNED COMMUNITY  
AND ESTABLISHMENT OF  
DELEGATE DISTRICT NO. 3

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND DECLARATION OF ANNEXATION OF PLANNED UNIT DEVELOPMENT PROJECT INTO MARINA HILLS PLANNED COMMUNITY AND ESTABLISHMENT OF DELEGATE DISTRICT NO. 3 ("Declaration of Annexation") is made this 10th day of September, 1987, by WILMA SHAWNTANA II, a general partnership, ("Declarant").

P R E A M B L E

A. Declarant is the owner of that real property located in the County of Orange, State of California, described below ("Annexed Land"):

Lots 1 through 21, inclusive, of Tract No. 12682 as shown on Map filed in Book 576, Pages 36 and 37 of Miscellaneous Maps in the Office of the Recorder of Orange County, California, as amended by those certain Lot Line Adjustments LL87-58, recorded on August 24, 1987, as Instrument No. 87-479307 and LL87-59, recorded on August 24, 1987, as Instrument No. 87-479308, in the Official Records of Orange County, California.

Lots 1 through 28, inclusive, of Tract No. 12683 as shown on Map recorded in Book 576, Pages 38 and 39, of Miscellaneous Maps in the office of the Recorder of Orange County, California, as amended by those certain Lot Line Adjustments LL87-56, recorded August 24, 1987, as Instrument No. 87-479305 and LL87-57, recorded August 24, 1987, as Instrument No. 87-479306 in the Official Records of Orange County, California.

B. The Annexed Land is part of the Annexable Area as defined in that certain Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Marina Hills Planned Community, defined below ("Master Declaration").

C. Declarant herein is the successor-in-interest to Taylor Woodrow Homes California Limited, a California corporation ("Taylor Woodrow"), the "Declarant" under the Master Declaration, who, in cooperation with the County of Orange, has created a master plan for the development of the real property covered by the Master Declaration ("Master Development Plan").

D. In furtherance of the Master Development Plan for the Properties as described in the Master Declaration, Declarant has improved or intends to improve the Annexed Land by causing to be constructed thereon forty-nine (49) detached, single-family residences and related amenities as hereinafter defined (the "Project"), and to cause the Annexed Land to be annexed into and become a part of the Marina Hills Planned Community.

E. Declarant has deemed it desirable to impose a general plan for the improvement and development of the Annexed Land described herein and the adoption and establishment of covenants, conditions and restrictions upon said real property and each and every Lot and portion thereof and upon the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of said Annexed Land.

F. Declarant will convey title to all of said Lots in the Annexed Land subject to the protective covenants, conditions and restrictions hereinafter set forth.

G. Pursuant to Article III of the Master Declaration, Declarant now desires to add the Annexed Land to the Properties as defined in the Master Declaration as Delegate District No. 3.

H. In addition, Declarant shall provide for the annexation of additional properties to be made subject to this Declaration of Annexation.

NOW, THEREFORE, Declarant hereby declares that the Annexed Land is hereby added to and made a part of the Properties subject to the Master Declaration, as Delegate District No. 3. The Annexed Land and all of said Lots described above shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration of Annexation and the Master Declaration, all in accordance with the following:

ARTICLE I  
DEFINITIONS

All of the terms set forth in Article I of the Master Declaration shall apply to this Declaration of Annexation. In addition, the following terms shall be applicable to this Declaration of Annexation and are defined as follows:

Section 1.1. Annexable Land: "Annexable Land" shall be as defined in the Master Declaration and shall specifically mean and refer to the real property described as follows:

Lots 1 through 50 of Tract 12684, as shown on a map recorded in Book 580, pages 40 through 43, inclusive, of Miscellaneous Maps, in the office of the County Recorder, Orange County, California.

Section 1.2. Master Declaration: "Master Declaration" shall mean and refer to that certain Master Declaration of Covenants, Conditions and Restrictions as recorded on September 3, 1987, as Instrument No. 87-502874, Official Records of Orange County, California, as amended.

ARTICLE II  
ELECTION OF DELEGATE

Upon the recordation of this Declaration of Annexation, the Annexed Land shall comprise Delegate District No. 3, as defined in the Master Declaration. Therefore, the Owners of Lots in the Annexed Land shall elect a Delegate in accordance with the provisions set forth in the Master Declaration for the election of delegates in those portions of the Properties that are without a Sub-Association.

ARTICLE III  
ARCHITECTURAL CONTROL

Owners and occupants of any Lots shall be subject to those provisions of the Master Declaration concerning Architectural Control. Without limiting the generality of the foregoing, Owners and occupants shall be required to observe and obey any and all rules and guidelines established for the submission of plans and specifications which may be established or required by the Architectural Committee, as defined and provided in the Master Declaration.

ARTICLE IV  
EASEMENTS

Section 4.1. Easement of Use and Enjoyment Over Association Property: By the provisions of the Master Declaration, there has been granted to each Member an easement of ingress, egress, use and enjoyment over Association Property, which property, pursuant to the terms of the Master Declaration, is for the common use and enjoyment of the Members of the Master Association. Such easements and each of the easements provided for herein shall be deemed to be established upon the recordation of this Declaration of Annexation, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Lots, superior to all other encumbrances applied against or in favor of any portion of the Properties which is the subject of this Declaration of Annexation. In furtherance of the easements provided for in this Declaration of Annexation, the individual grant deeds to Lots may, but shall not be required to, set forth said easements.

Section 4.2. Mailbox Easements: Mailboxes may be provided in clusters in front yards along the rear of the sidewalks in conformity with current federal postal regulations. The precise location of such mailboxes shall be determined by Declarant, and each Owner will be notified at the time of sale of the location of his mailbox and any other mailboxes to be located on his Lot. Mailboxes shall be uniform in design and color, and the maintenance of each mailbox shall be the duty of the Master Association. Each Lot on which there are mailboxes located for the delivery of mail to Owners of Lots, other than the Lot on which the mailboxes are located, shall be subject to irrevocable licenses in favor of the United States Postal Service and persons for whom mail is delivered in said mailboxes for the purposes of necessary access to said mailboxes for the delivery and receipt of mail. The rights and duties provided in this Article shall run with the land and shall be binding on each Owner and their heirs, successors and assigns, but shall expire at such time as the United States Postal Service shall agree to deliver mail to individual Lots in other than curbside mailboxes.

Section 4.3 Utility Meter Easements: There is hereby granted to certain Lots ("Benefited Land") appurtenant cross easements over certain Lots ("Burdened Land") within the Project where the structure constructed on the adjacent Benefited Land has been improved with a utility meter which faces the Burdened Land and which can only be examined by entry onto the Burdened Land. The scope of such easements shall be to the full extent necessary for the inspection of such utility meter(s) by the Owner of the Benefited Land. Such easements shall be over that portion of the Burdened

Land extending four feet (4') from the utility meter located on the structure built on the Benefited Land and laterally four feet (4') to either side of the utility meter(s) ("Easement Area"). This grant is subject to the following provisions:

(a) The Owner of the Burdened Land shall have the right at all times to enter upon the Easement Area for any and all purposes not inconsistent with the grant of the aforementioned easement;

(b) The Owner of the Benefited Land shall not act with respect to the Easement Area in a manner which would damage the Burdened Land;

(c) In exercising in the right to enter upon the Easement Area as provided for above, the Owner of the Benefited Land agrees to utilize reasonable care not to damage any landscaping or other items existing in the Easement Area; provided, however, that the Owner of the Benefited Land shall not be responsible for damage to landscaping or other items to the extent that such damage could not be reasonably avoided in connection with such entry upon the Easement Area or the authorized purpose;

(d) The Owner of the Burdened Land shall not permit any fence, wall or dwelling belonging to the Burdened Land to restrict access to the Easement Area.

Section 4.4. Side-yard Easements: There is hereby granted to the Owners of certain Lots ("Dominant Tenements"), side-yard easements as shown in cross-hatching on Exhibit "B", which easements shall be appurtenant to the Dominant Tenements shown on said Exhibit and which easements shall burden the adjacent Lots shown on said Exhibit ("Servient Tenements"). Such easements shall be over the portion of the Servient Tenement lying between the boundary of the Dominant Tenement and any wall or fence construction on the Servient Tenement, or the prolongation of the line of such wall or fence to the property line ("Easement Area") for the purposes of landscaping, drainage, the establishment of a general recreational or garden area and purposes related thereto subject to the following provisions:

(a) The Owner of the Servient Tenement shall have the right at all reasonable times to enter upon the Easement Area, including the right to cross over the Dominant Tenement for such entry, in order to perform work related to the use and maintenance of the Servient Tenement;

(b) The Servient Tenement shall have the right of drainage over, across and upon the Easement Area for water draining from any dwelling or structure upon the Servient Tenement, the right to maintain eaves and appurtenances thereto and the portions of any dwelling upon the Servient Tenement as originally constructed;

(c) The Owner of the Dominant Tenement shall not attach any object to a fence, wall or dwelling belonging to the Servient Tenement or disturb the grading of the Easement Area or otherwise act with respect to the Easement Area in any manner which would damage the Servient Tenement;

(d) In exercising the right of entry upon the Easement Area as provided for above, the Owner of the Servient Tenement agrees to utilize reasonable care not to damage any landscaping or other items existing in the Easement Area; provided, however, the Owner of the Servient Tenement shall not be responsible for damage to such landscaping or other items to the extent such damage could not be reasonable avoided in connection with such entry upon the Easement Area for authorized purposes;

(e) The Owner of the Servient Tenement shall not permit any fence, wall or dwelling belonging to the Servient Tenement to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition affecting the Dominant Tenement; and

(f) In the event of any dispute arising concerning the rights and obligations created hereby, the Owner of the Servient Tenement and the Owner of the Dominant Tenement shall each choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision of a majority of all the arbitrators shall be binding upon such Owners.

Section 4.5 Establishment of Easements. Each of the easements provided for herein shall be deemed to be established upon the recordation of this Declaration of Annexation, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Lots superior to all other encumbrances applied against or in favor of any portion of the Properties which is the subject of this Declaration of Annexation. In furtherance of the easements provided for in this Declaration of Annexation, the individual grant deeds to Lots may, but shall not be required to, set forth said easements; provided, in the event of a conflict between the legal description of the Easement Area as set forth in this Declaration of Annexation and the legal

description contained in an individual grant deed, the legal description in the grant deed shall control.

ARTICLE V  
MASTER ASSOCIATION MAINTENANCE AREAS

Section 5.1. Classification as Master Association Maintenance Areas: Those portions of the Lots as shown on Exhibit "A" attached hereto are hereby classified as Master Association Maintenance Areas, as that term is defined in the Master Declaration. Such Master Association Maintenance Areas shall be subject to those provisions of the Master Declaration which govern the Master Association's rights and responsibilities concerning their care and maintenance of such Master Association Maintenance Areas.

Section 5.2. Irrigation System: Declarant hereby grants, for the benefit of the Master Association, easements of access, use and repair over those areas of the Lots in the Annexed Land in which irrigation water lines and other equipment have been actually placed or will be actually placed for purposes of maintaining, replacing and repairing such lines and equipment which provide irrigation water to the Master Association Maintenance Areas.

Section 5.3. Rights and Easements of Master Association: Declarant hereby reserves the right to make any and all cuts and fills on any Lots and to do such grading as in its judgment may be necessary to grade streets and Lots. Each of the Owners of the Lots covenants to permit free access by Declarant and Owners of adjacent Lots to slopes or drainage ways located on any Owner's property when such access is required for the stabilization of such slopes, for the maintenance of the drainage facility, or for the protection and use of property other than the Lot on which the slope or drainage way is located. No change in the established grade or elevation of said Lots and no change in the established slope and ratio of the cuts and fills which alters the established drainage patterns shall be permitted. No structure, planting or other material shall be placed or permitted to remain, or other activities undertaken on said areas which might damage or interfere with established slope ratios, cause erosion or sliding problems or interfere with established drainage functions or facilities.

ARTICLE VI  
PARTY WALLS AND FENCES

Section 6.1. General Rules of Law to Apply: Each wall or fence which is built as a part of the original construction of the homes upon the Annexed Land and placed between the Lots shall constitute a party wall; and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 6.2. Architectural Control: Any and all construction, addition, modification, decoration, redecoration or reconstruction of a party wall shall be subject to those provisions of the Master Declaration concerning architectural control.

Section 6.3. Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 6.4. Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it; and, if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 6.5. Waterproofing: Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6.6. Right to Contribution Runs with Land: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6.7. Arbitration: In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII  
GENERAL RESTRICTIONS

In addition to those restrictions set forth in the Master Declaration, the Owners shall covenant as follows:

Section 7.1. Single Family Dwellings Only: No building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within the Annexed Land, other than a one-family dwelling designed for occupation of not more than one family together with outbuildings hereinafter permitted.

Section 7.2. Projections: No projection of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks. No outside air conditioning units, evaporating coolers, television or radio pole or antenna shall be constructed, erected or maintained on any building or on any Lot or any Common Area, or connected in such manner as to be visible from the outside of any such building, unless constructed thereon by Declarant.

Section 7.3. Television; Radio: No alteration to or modification of the radio and/or television antenna system, as developed by Declarant, shall be permitted; and no Owner may be permitted to construct and/or use and operate his own external radio and/or television antenna.

Section 7.4. Landscaping: Within one hundred eighty (180) days after the conveyance of a Lot to an Owner, the Owner shall landscape the front yard of his Lot and, in addition, the side yard on the street side of any corner Lot. In the event of default by an Owner in the performance of this section, Declarant or Master Association shall have the right to enter upon said Lot and remove any weeds, plants, rubbish, debris, objects or materials and do all things necessary to place the Lot in a neat and orderly condition, including, but not limited to, the installation of lawns and landscaping on yards and slope areas. Any expenses shall constitute Special Assessments, and payment therefor shall become due and payable from the Owner of said Lot to the Master Association within ten (10) days after written demand therefor. Failure to pay the amount of such Special Assessment shall subject the Owner of such Lot to the procedure specified in the Master Declaration whereby the Master Association is empowered to record assessment liens against such Lot and enforce the payment of such Special Assessment.

Section 7.5. Breach of Declaration: A breach of any of the covenants, conditions or restrictions of this Declaration of Annexation shall not defeat or render invalid the

lien of any first Mortgage or deed of trust made in good faith and for value on any Lot of the Annexed Land or any portion thereof, but said covenants and restrictions shall be binding upon and effective against any Owner of any of said Lots whose title is acquired by the foreclosure of any lien or mortgage thereon or sale under any deed of trust given to secure the payment of money.

ARTICLE VIII  
ANNEXATION

Section 8.1. By Declarant: If Declarant, its successors or assigns shall develop additional lands within the area described as the Annexable Land in conformance with a detailed plan or phased development submitted to the California Department of Real Estate with the application for a Public Report for the first phase of the Project, Declarant and its successors and assigns shall have the right to annex the Annexable Land or any part thereof to the Annexed Land, and to bring the Annexable Land within the scheme of this Declaration without the approval of the Board or the Members of the Association; provided said right of the Declarant shall terminate on the expiration of three (3) years from the date of issuance by the Department of Real Estate of the State of California of the original Public Report issued with respect to the immediately preceding phase.

Section 8.2. By Others: Except as otherwise provided in Section 11.1, above, additional lands may be annexed to the Property and brought within the scheme of this Declaration upon the approval by vote or written assent of not less than two-thirds (2/3rds) of the voting power of the Members and a majority of the votes of Members other than the Declarant.

Section 8.3. Declaration of Annexation: Upon obtaining the requisite approval, the Declarant or owner of any property who desires to annex it to the Annexed Land and add it to the scheme of this Declaration, and to subject it to the jurisdiction of the Master Association, shall file of record a Declaration of Annexation which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such Annexable Land or to other property and subject it to the jurisdiction of the Master Association and this Declaration. Such Declaration of Annexation may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall any Declaration of Annexation revoke,

modify or add to the covenants and restrictions established by this Declaration or other Declaration of Annexation in such a way that creates ex post facto covenants, conditions and restrictions within the Property.

Section 8.4. Construction Easements: Declarant hereby reserves to itself an easement of ingress, egress and use over the Annexed Land for purposes of constructing, developing and marketing the Annexable Land or other property. Declarant shall enjoy this easement until such time as the construction, development and marketing of the Annexable Land or other property has been completed, but only to the extent as is reasonably necessary. Declarant covenants to repair any damage done to the Annexed Land in the course of its use and enjoyment of this easement.

Section 8.5. Deannexation: Declarant may delete all or a portion of the Annexable Area from coverage of this Declaration, the Declaration of Annexation and the jurisdiction of the Master Association, so long as the Declarant is the owner of all of Annexable area, and provided that (a) a Notice of Deletion of Territory or Declaration of Deannexation is recorded in the Office of the Orange County Recorder in the same manner as this Declaration was recorded; (b) Taylor Woodrow executed said Notice of Deletion of Territory or Declaration of Deannexation; (c) Declarant or Taylor Woodrow have not exercised any Association vote with respect to any portion of Annexable Area; (d) assessments have not yet commenced with respect to any portion of Annexable Area; (e) the Master Association has not made any expenditures or incurred any obligations with respect to Annexable Area.

#### ARTICLE IX GENERAL PROVISIONS

Section 9.1. Term: The covenants and restrictions of this Declaration of Annexation as they may be amended from time to time shall run concurrently with the Master Declaration as it may be amended from time to time.

Section 9.2. Enforcement: The Master Association, or any Owner, or the successor in interest of an Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration of Annexation or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation. Failure by the Master Association, Declarant, or by

any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.3. Severability: Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 9.4. Construction: The provisions of this Declaration of Annexation shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of the Association Property, Common Areas and Master Association Maintenance Areas in conjunction with the provisions of the Master Declaration. Section headings are inserted for convenience only and are not intended to be a part of this document or in any way to define, limit or describe the scope or intent of the particular section to which they refer.

Section 9.5. Singular Includes Plural: Whenever the context of this Declaration of Annexation requires it, the singular shall include the plural and the masculine shall include the feminine.

Section 9.6. Attorneys' Fees: In the event action is instituted against an Owner to enforce any of the provisions contained in this Declaration of Annexation, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorneys' fees and costs of such action. In any action at law or in equity wherein the prevailing party is the Master Association, the Master Association shall be empowered and authorized to obtain the reimbursement of attorneys' fees and costs as Special Assessments against the Lot of such Owner if it so elects.

Section 9.7. Amendments: This Declaration of Annexation may be amended with vote or written assent of the total voting power of Owners in the Annexed Land excluding the Declarant. However, no amendment to this Declaration of Annexation shall be recognized or given effect if such amendment is contrary to, or inconsistent with, or nullifies, or materially alters or renders ineffective, any provision of the Master Declaration, as it may be amended from time to time, the provisions and terms of which shall be controlling in all instances.

Section 9.8. County Approval: Notwithstanding anything contained herein to the contrary, so long as any property subject to this Declaration of Annexation lies outside

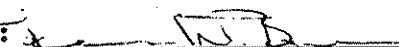
the boundaries of an incorporated city, the County of Orange shall have the power to veto any purported amendment or termination of this Declaration of Annexation, based upon whether the Annexed Land, after such termination or amendment, will continue to enjoy adequate provisions for preservation and maintenance of any Common Area and the Master Association Maintenance Areas. No amendment or written agreement purporting to terminate or modify the maintenance provisions of this Declaration of Annexation shall be effective without the mailing of written notice thereof, return receipt requested, to the Assistant Director, Environmental Management Agency -- Regulations and the County Counsel of Orange County. If no veto has been exercised by the Assistant Director or the County Counsel within fifteen (15) days of the receipt of such notice, such amendment or termination shall thereafter become effective.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and all the other Owners of the Property affected hereby, have hereunder set their hand this 10<sup>th</sup> day of September, 1987.

BUYER executed this Agreement on September 10, 1987.

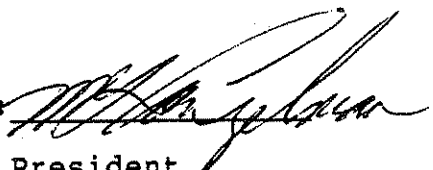
WILMA/SHAWNTANA II, a General Partnership,

By: WILMA PACIFIC INC., a  
Georgia corporation,  
General Partner

By:   
Vice  
President

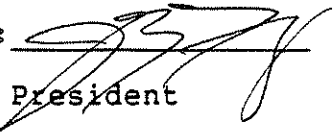
By: SHAWNTANA DEVELOPMENT  
COMPANY, a general part-  
nership, General Partner

By: SHAWNTANA DEVELOP-  
MENT CORPORATION, a  
California corpora-  
tion, its general  
partner

By:   
President

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By: FORTUNE CAPITAL  
CORP., a California  
corporation, its  
general partner

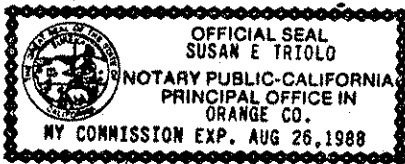
By:   
President

STATE OF CALIFORNIA )  
COUNTY OF Orange ) ss.

87-538407

On September 10, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Susan Brucker, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President, on behalf of WILMA PACIFIC INC., a Georgia corporation, the corporation therein named and acknowledged to me that said corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors, said corporation being known to me to be one of the partners of WILMA/SHAWNTANA II, a general partnership, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

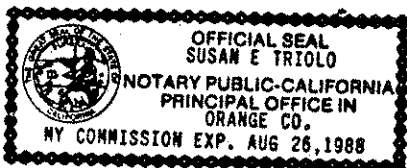


Susan E. Triolo  
NOTARY PUBLIC

STATE OF CALIFORNIA )  
COUNTY OF Orange ) ss.

On September 10, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Connelman, personally known to be (or proven on the basis of satisfactory evidence) to be the person who executed the within instrument as President on behalf of SHAWNTANA DEVELOPMENT CORPORATION, a California corporation, the corporation therein named and acknowledged to me that said corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors, said corporation being known to me to be one of the partners of SHAWNTANA DEVELOPMENT COMPANY, a general partnership, the partnership that executed the within instrument, said partnership known to me to be one of the partners of WILMA/SHAWNTANA II, a general partnership, and acknowledged to me that such corporation executed the same as such partner of WILMA/SHAWNTANA II, and that such partnership executed the same.

WITNESS my hand and official seal.

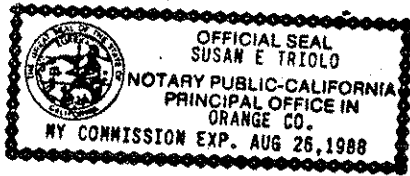


Susan E. Triolo  
NOTARY PUBLIC

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Orange )

On September 10, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared James B. Flax, personally known to be (or proven on the basis of satisfactory evidence) to be the person who executed the within instrument as President on behalf of FORTUNE CAPITAL CORP., a California corporation, the corporation therein named and acknowledged to me that said corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors, said corporation being known to me to be one of the partners of SHAWNTANA DEVELOPMENT COMPANY, a general partnership, the partnership that executed the within instrument, said partnership known to me to be one of the partners of WILMA/SHAWNTANA II, a general partnership, and acknowledged to me that such corporation executed the same as such partner of WILMA/SHAWNTANA II, and that such partnership executed the same.

WITNESS my hand and official seal.



Susan E. Triolo  
NOTARY PUBLIC

EXHIBIT "A"

Master Association Maintenance Areas



87-538407



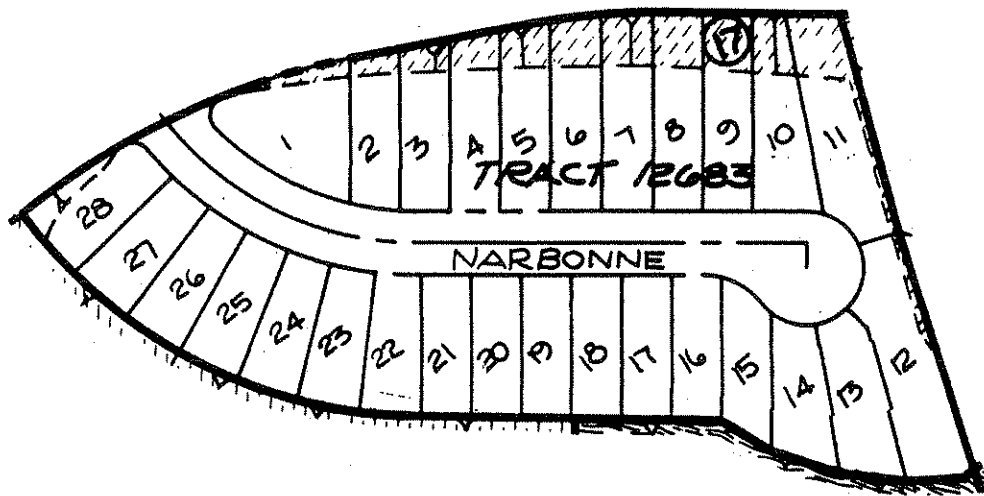
**SLOPE AREAS MAINTAINED  
BY MASTER ASSOCIATION.  
INSTALLED BY  
TAYLOR WOODROW**



**SLOPE AREAS MAINTAINED  
BY MASTER ASSOCIATION.  
INSTALLED BY  
DEVELOPER**



**FUEL MODIFICATION ZONE.**



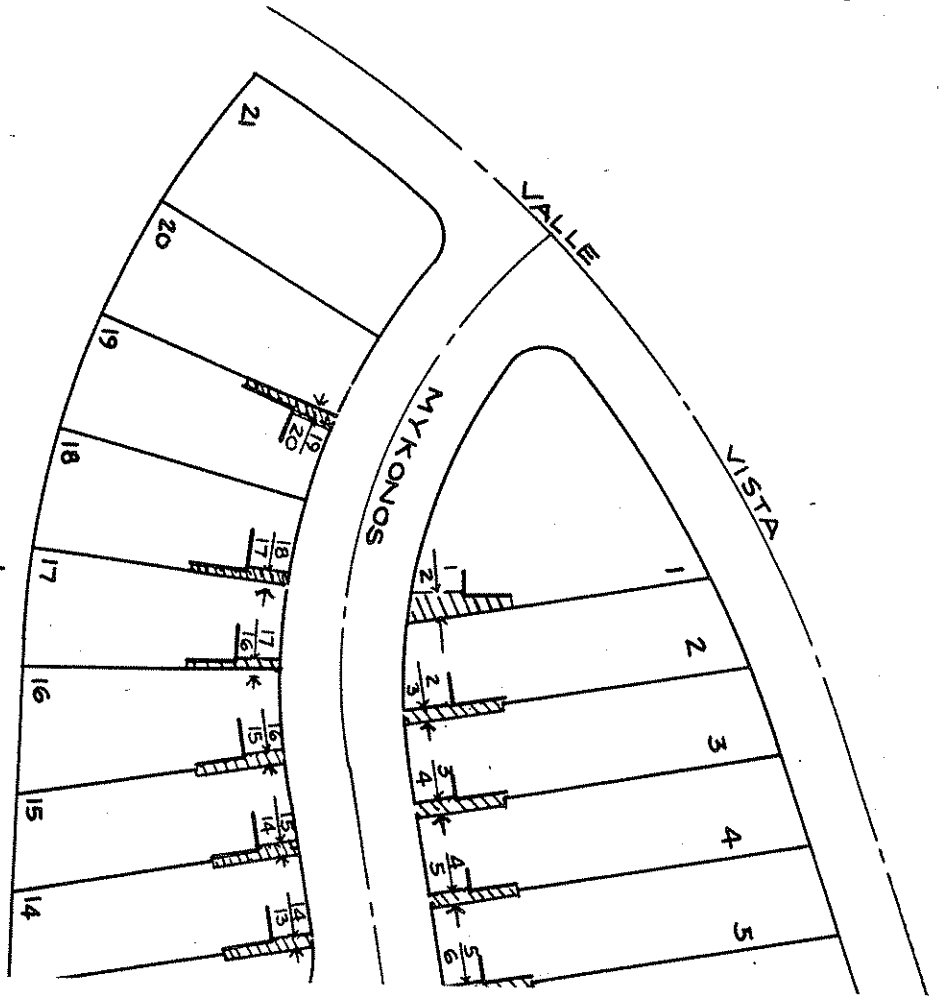
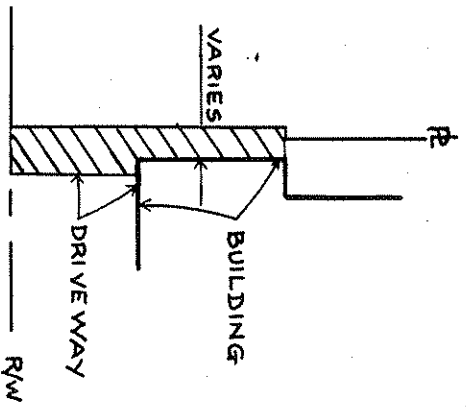
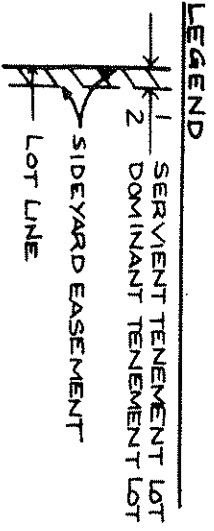
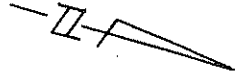
**TRACT 12683  
MASTER ASSOCIATION MAINTENANCE AREAS**

EXHIBIT "B"

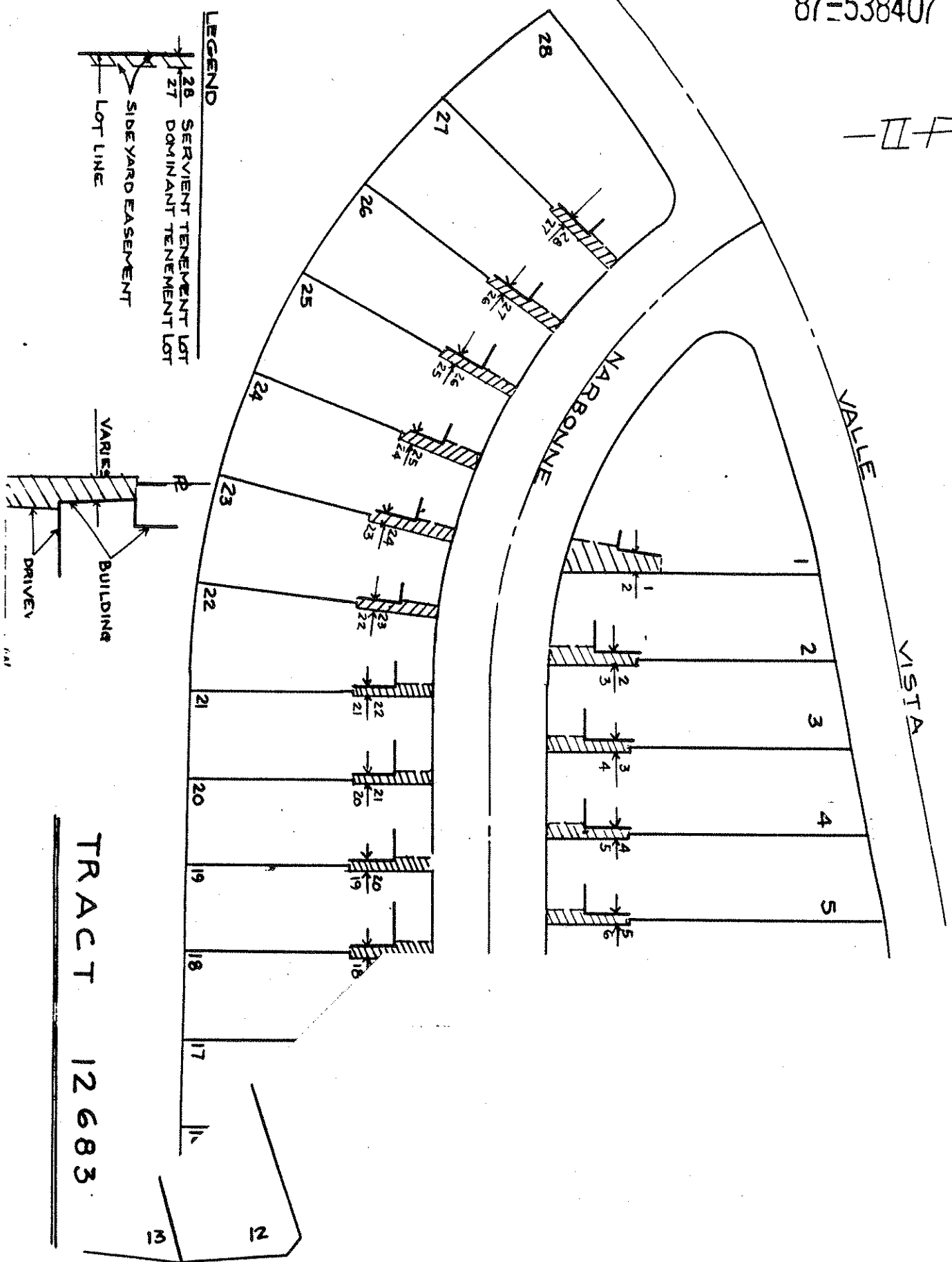
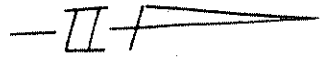
87-538407

Side-Yard Easements

87-538407



87-538407



**LEGEND**

28 SERVIENT TENEMENT LOT  
 27 DOMINANT TENEMENT LOT  
 SIDEYARD EASEMENT  
 LOT LINE

TRACT 12683

