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FIRST AMERICAN TITLE INS. CO.

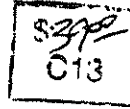
RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-3 35 PM OCT 31 '88

Lee A. Branch COUNTY
RECORDER

WHEN RECORDED RETURN TO:

MESERVE, MUMPER & HUGHES
5190 Campus Drive
Newport Beach, California 92660
Attn: Timothy L. Randall, Esq.



(SUPPLEMENTAL CC&R'S)
DECLARATION OF ANNEXATION
OF
SINGLE FAMILY ATTACHED PROJECT
INTO
MARINA HILLS PLANNED COMMUNITY
AND INTO
DELEGATE DISTRICT NO. 3

THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE INSURANCE COMPANY AS AN
ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO
ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

Shawntana Tracts 12974 and 12976

49.0

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THIS DECLARATION OF ANNEXATION ("Declaration") is made this 14TH day of JUNE, 1988, by WILMA/SHAWNTANA II, a general partnership (the "Declarant"), with reference to the following facts and circumstances:

P R E A M B L E

A. Declarant executed that certain 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, which was recorded on September 24, 1987, as Instrument No. 87-538407, of the Official Records of Orange County, California (the "Declaration of Annexation"), covering the real property in the unincorporated territory of the County of Orange, State of California, described as follows ("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 that certain Lot Line Adjustment 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 Adjustment LL87-56, recorded on 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 Declaration of Annexation caused the Annexed Land to become part of the Marina Hills Planned Community and subject to that certain Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Marina Hills Planned Community recorded September 3, 1987, as Instrument No. 87-502874 of the Official Records of Orange County, California, as amended from time to time (the "Master Declaration");

C. The Declaration of Annexation and the Master Declaration provide that Declarant may annex additional real property to the Properties as described in the Declaration of Annexation and thereby make such additional real property subject to the Declaration of Annexation and the Master Declaration and subject to the jurisdiction of the Master Association as defined in the Master Declaration;

D. Declarant is the owner of the real property in the unincorporated territory of the County of Orange, State of California, described as follows (the "Annexable Area"):

Lots 1 through 26, inclusive, of Tract 12974 as per Map filed in Book 601, Pages 26, et seq., of Miscellaneous Maps, Official Records of Orange County, California; and Lots 1 through 37, inclusive, and Lot A of Tract 12976 as per Map filed in Book 601, Pages 32, et seq., of Miscellaneous Maps, Official Records of Orange County, California.

E. Declarant desires to cause the Annexable Area to be annexed and become a part of the Annexed Land.

NOW THEREFORE, Declarant hereby declares as follows:

ARTICLE I ANNEXATION

Section 1.1. Annexation: Pursuant to the terms of the Declaration of Annexation and the Master Declaration, Declarant, as the owner of the Annexable Area, declares that all of the Annexable Area shall be annexed into and made a part of the Annexed Land and the Marina Hills Planned Community; provided, however, such annexation shall only be effective on the first day of the first calendar month following the close of the first escrow for the sale of a Lot to an Owner within the Annexable Area. Upon the effective date of the annexation, all the Annexable Area shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of this Declaration, the Declaration of Annexation and the Master Declaration.

Section 1.2. Deannexation: Any deletion of all or a portion of the Annexable Area for which a Declaration of Annexation has been recorded from coverage of this Declaration, the Declaration of Annexation and the Master Declaration and the jurisdiction of the Master Association shall be effected in accordance with the provisions of California Business and Professions Code Section 11018.7.

ARTICLE II
ELECTION OF DELEGATE

Upon the recordation of this Declaration, the Annexable Area shall be added to and shall thus comprise a part of Delegate District No. 3, as defined in the Declaration of Annexation. Therefore, the Owners of Lots in the Annexable Area shall participate in the election of a Delegate in accordance with the provisions set forth in the Declaration of Annexation.

ARTICLE III
MASTER ASSOCIATION MAINTENANCE AREAS

Section 3.1. 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 the care and maintenance of such Master Association Maintenance Areas.

Section 3.2. Conveyance to Master Association: Declarant hereby covenants for itself, its successors and assigns that fee simple title to Lot A of Tract 12976 shall be conveyed to the Master Association prior to the close of escrow for the sale of the first Lot of any Subdivision in the Annexable Area to an Owner. In the event that fee simple title to such property is conveyed to the Master Association, such title shall be conveyed free and clear of all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and except dedications, easements, conditions and reservations then of record, including those set forth in this Declaration of Annexation. For purposes of this section, easements for utilities and any easement in favor of the general public over sidewalks or bicycle pathways conveyed to the Master Association for ingress to and egress from any sales office or model home complex of Declarant, shall not constitute a

lien or encumbrance, and shall not preclude the conveyance to the Master Association of such property.

ARTICLE IV
EASEMENT FOR MASTER ASSOCIATION

There is hereby reserved to the Master Association, Declarant and Owners those easements more particularly described in the Master Declaration and the Declaration of Annexation. Such easements shall include, but not be limited to, easements reserved for the Master Association over the Lots for purposes of performing the duties of the Master Association to maintain and repair the Master Association Maintenance Areas.

ARTICLE V
SIDE YARD EASEMENTS

Section 5.1. 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 reasonably 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.

ARTICLE VI PARTY WALLS AND FENCES

Each wall or fence which is built as a part of the original construction of the Dwelling Units upon the Annexable Area and placed between the Lots shall constitute a party wall, and shall therefore be governed by the terms set forth under Article VI of the Declaration of Annexation.

ARTICLE VII LANDSCAPING

Within ninety (90) 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. Within one hundred eighty (180) days after the conveyance of a Lot to an Owner, the Owner shall landscape the rear yard and any side yard not on the street side of any corner Lot. All such landscape improvements must be installed pursuant to the terms of Article IX of the Master Declaration. 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.

ARTICLE VIII
INCORPORATION OF DECLARATION

All the terms, covenants, conditions, restrictions, easements and other provisions of the Master Declaration and the Declaration of Annexation are hereby incorporated by reference and shall be as enforceable and effective against the Annexable Area as though the Master Declaration and the Declaration of Annexation had been recorded directly against the Annexable Area.

ARTICLE IX
GENERAL PROVISIONS

Section 9.1. Term: The covenants and restrictions of this Declaration shall run with and bind the Annexable Area and any Owner, their legal representatives, heirs, successors and assigns, and shall run concurrently with the Declaration of Annexation.

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 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; provided, however, that with respect to assessment liens, the Master Association shall have the exclusive right to the enforcement thereof. Failure by the Master Association 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 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 any common recreational facilities. 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 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, 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, which attorneys' fees and costs shall also be added to such Owner's assessments.

Section 9.7. Nuisance: The result of every act or omission whereby any of the covenants contained in this Declaration or if the Bylaws are violated in whole or in part is hereby declared to be and constitutes both a public and private nuisance, and every remedy allowed by law or equity against every such result and may be exercised by any Owner, by the Master Association, or its successors in interest, or by the County or other affected governmental entity. Such remedy shall be deemed cumulative and not exclusive.

Section 9.8. Amendments: This Declaration may be amended only in accordance with the terms set forth in the Declaration of Annexation.

Section 9.9. County Approval: Notwithstanding anything contained herein to the contrary, so long as any property subject to this Declaration 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, based upon whether the Annexable Area, after such termination or amendment, will continue to enjoy adequate provisions for preservation and maintenance of any Master Association Maintenance Areas. No amendment or written agreement purporting to terminate or modify the

maintenance provisions of this Declaration 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, has hereunder set its hand on the day and year first above written.

WILMA/SHAWNTANA II, a general partnership

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

By: Wayne H. Blauvelt
Its: VP / Asst Sec.

By: SHAWNTANA DEVELOPMENT COMPANY, a general partnership, General Partner

By: SHAWNTANA DEVELOPMENT CORPORATION, a California corporation, its general partner

By: [Signature]
Its: PRESIDENT.

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

By: [Signature]
Its: [Signature]

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On June 14, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Wayne H. Blauvelt, 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.

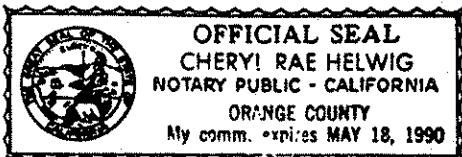


Mary A. Johnson
NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On June 23, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark L. Conzelman, 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.



Cheryl Rae Helwig
NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On June 23, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared James B. Fleis, 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.

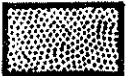
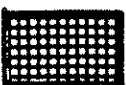


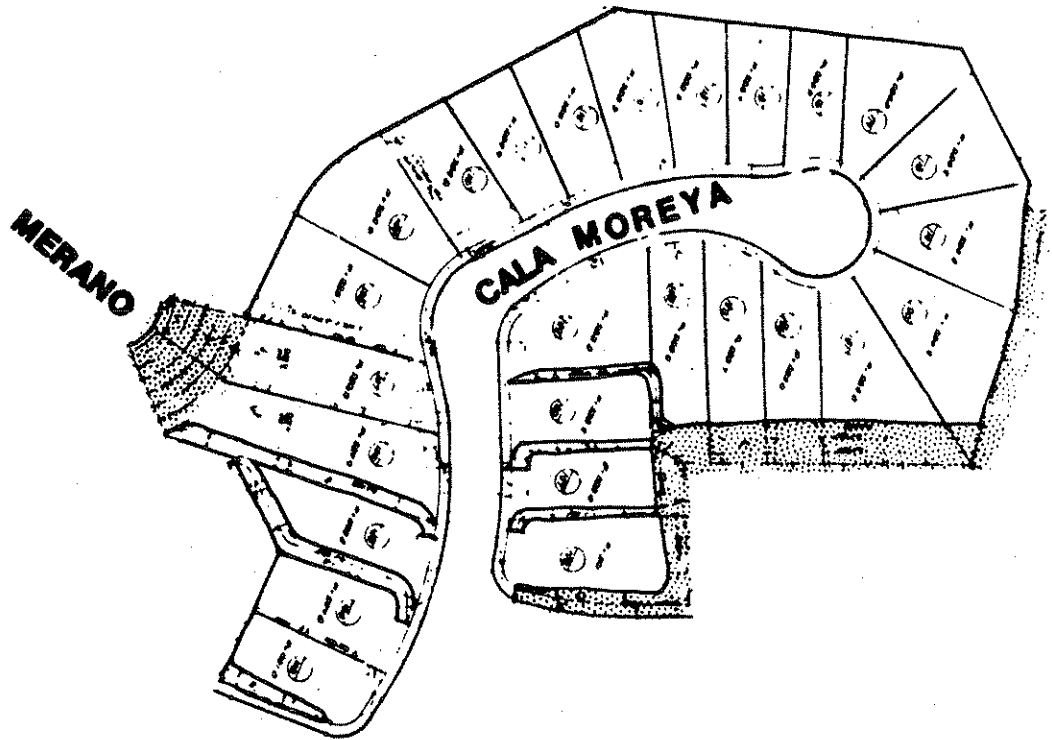
Cheryl Rae Helwig
NOTARY PUBLIC

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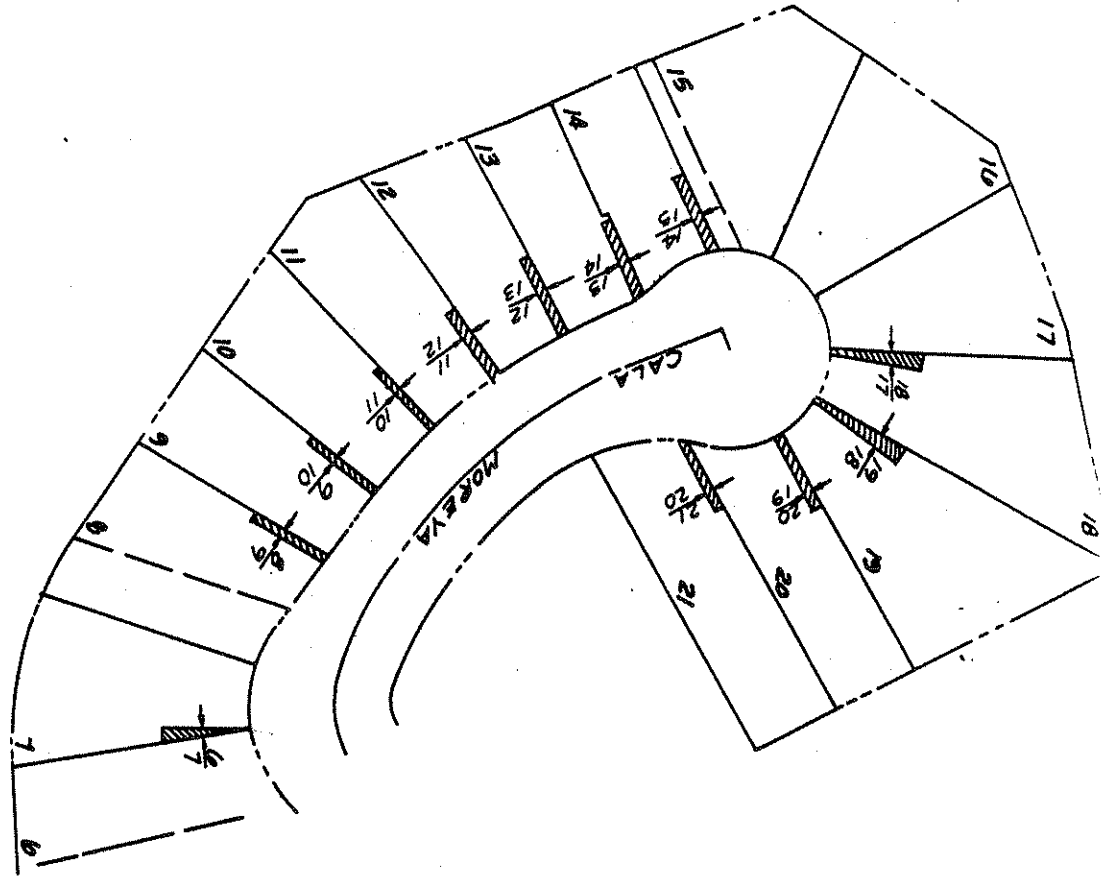
EXHIBIT "A"

Master Association Maintenance Areas

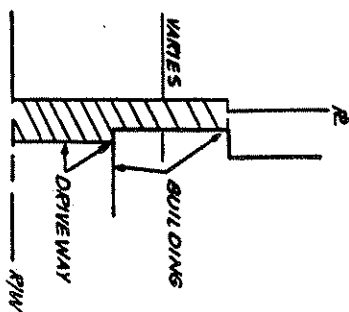
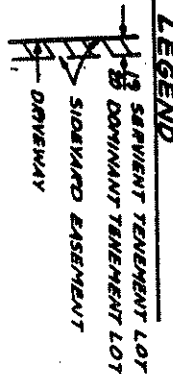
	SLOPE AREAS MAINTAINED BY MASTER ASSOCIATION
	SALT CREEK PARK AREA MAINTAINED BY MASTER ASSOC. UNTIL TAKEN OVER BY COUNTY OR LNCSD

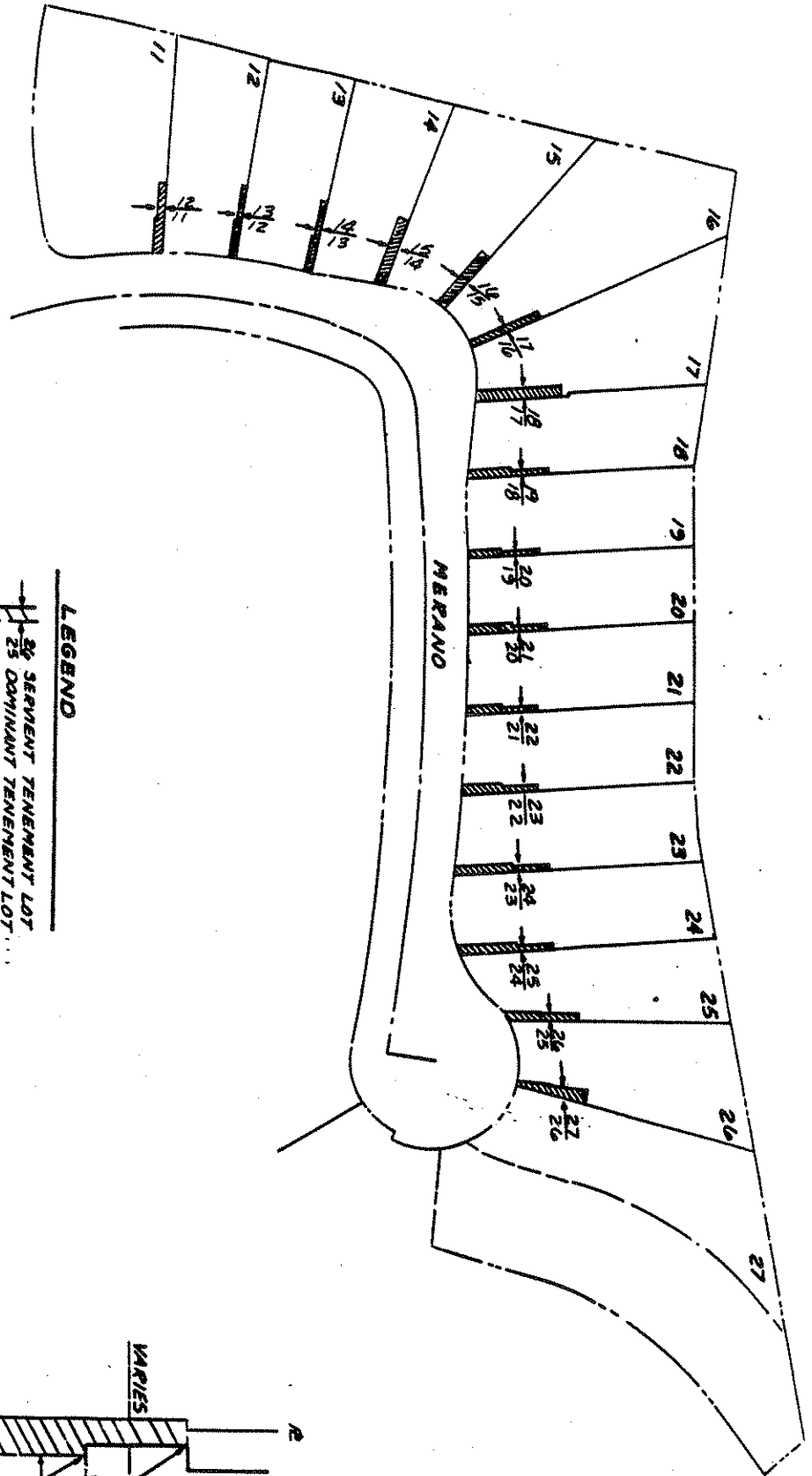


**TRACT 12974
MASTER ASSOCIATION MAINTENANCE AREAS**



TRACT 12974

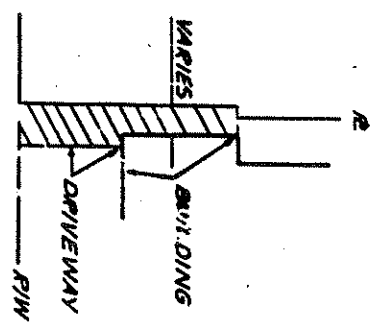



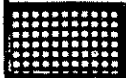


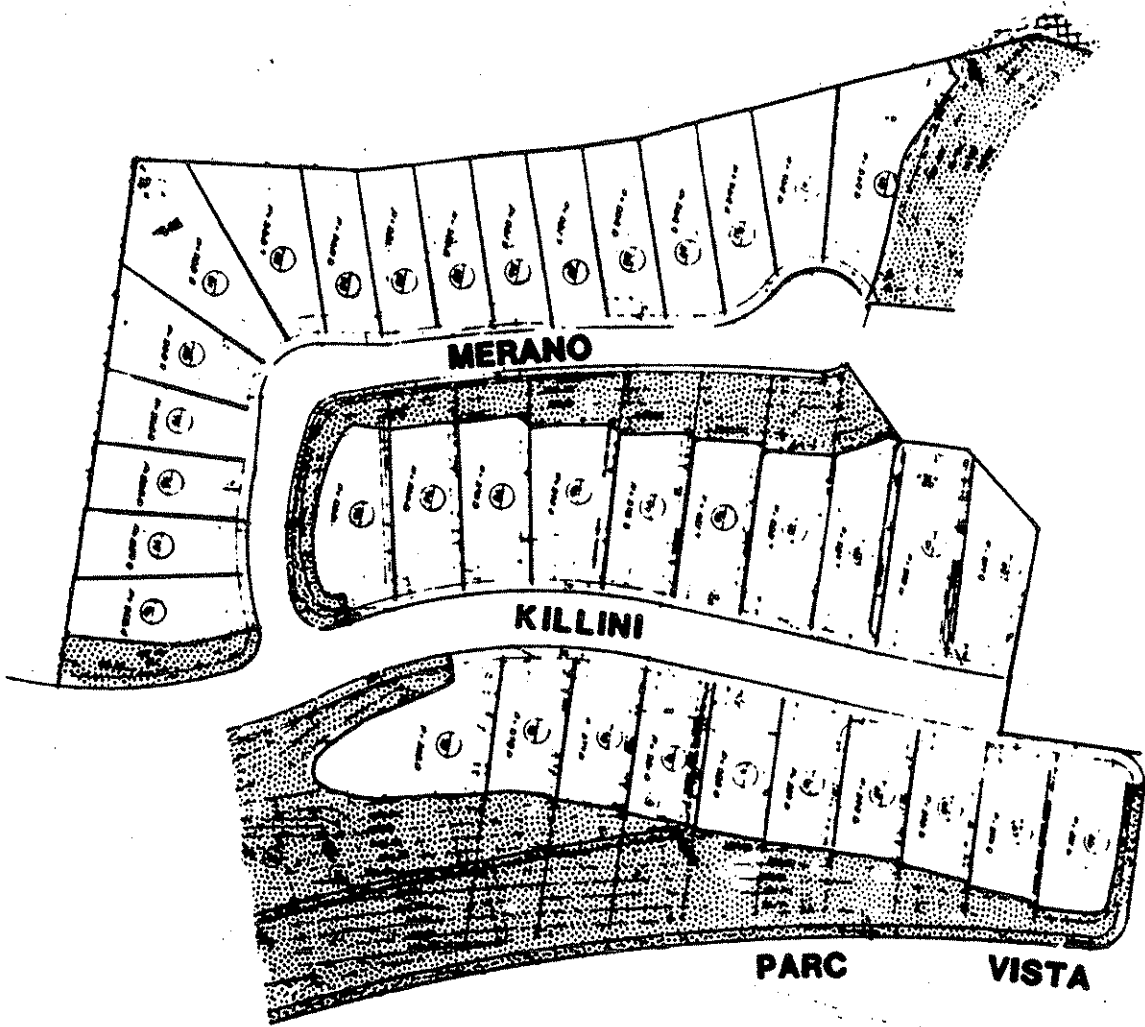
LEGEND

- SERVIENT TENEMENT LOT
DOMINANT TENEMENT LOT
- SIDEWARD EASEMENT
- LOT LINE

TRACT 12976



	SLOPE AREAS MAINTAINED BY MASTER ASSOCIATION
	SALT CREEK PARK AREA MAINTAINED BY MASTER ASSOC. UNTIL TAKEN OVER BY COUNTY OR LNCSD



**TRACT 12976
MASTER ASSOCIATION MAINTENANCE AREAS**

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EXHIBIT "B"

Side Yard Easements