

89-334759

WHEN RECORDED RETURN TO:

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

Attn: Timothy L. Randall, Esq.

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A.M. Official Records
Orange County, California

Lee A. Branch Reco

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND DECLARATION OF ANNEXATION OF
SINGLE-FAMILY DETACHED PROJECT
INTO
MARINA HILLS PLANNED COMMUNITY
AND ESTABLISHMENT OF
DELEGATE DISTRICT NO. 4

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.

A-M Homes 13250 6-19
Phase 1

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THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND DECLARATION OF ANNEXATION OF SINGLE-FAMILY DETACHED PROJECT INTO MARINA HILLS PLANNED COMMUNITY AND ESTABLISHMENT OF DELEGATE DISTRICT NO. 4 ("Declaration of Annexation") is made this 25th day of April, 1989, by A-M HOMES, a California limited 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 6 through 19, inclusive, and Lot A of Tract 13250 as per map filed in Book 608, Pages 16 through 19, inclusive of Miscellaneous Maps; Lots 3 through 11, inclusive, and Lot A of Tract 13251, as per map filed in Book 608, Pages 20 through 23, inclusive, of Miscellaneous Maps; Parcels 1 and 2, as shown on Exhibit "B" attached to that certain "Lot Line Adjustment LL 89-001" recorded February 22, 1989, as Instrument No. 89-093877; and Lots 1 through 33, inclusive, and Lots A and B of Tract 13253, as per map filed in Book 609, Pages 43 through 46, inclusive, of Miscellaneous Maps, all of Records of Orange County, California.

B. The Annexed Land is part of the Annexable Area as defined in Master Declaration, as defined below.

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 fifty-eight (58) 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. 4.

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. 4. The Annexed Land 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 5, inclusive, of Tract 13250, as per map filed in Book 608, Pages 16 through 19, inclusive, of Miscellaneous Maps; Lots 1 through 39, inclusive, and Lots A and B of Tract 13252, as per Map filed in Book 609, Pages 39 through 42, inclusive of Miscellaneous Maps; and Lots 1 through 27, inclusive, and Lot A of Tract 13254, as per map filed in Book 609, Pages 47 through 50, inclusive, of Miscellaneous Maps, all of Records of 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. 4, 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 pro-

vided 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 Establishment of Easements. Each of the easements provided for in this Declaration of Annexation shall be deemed to be established upon the recordation hereof, 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. Conveyance to Master Association: Declarant hereby covenants for itself, its successors and assigns that fee simple title to Lot A of Tract 13250, Lot A of Tract 13251, and Lots A and B of Tract 13253 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.

Section 5.3. 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 5.4. 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 correcting the damage caused thereby and 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 dwelling designed for occupation by not more than one family together with out-buildings 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 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 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 of his Lot and any side yard not on the street side of a 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. Post-Tension Slabs: By acceptance to the Deed to the Lot, each Owner acknowledges and understands that due to certain underlying expansive soil conditions, his Residence has been built using a post-tension concrete system ("System"). The System involves placing steel cables under high tension in the concrete slab foundation located beneath the Residence. Any attempt to alter or pierce the foundation and/or slab (for example, saw cutting, drilling, or installation of subterranean improvements such as new plumbing or a floor safe) could damage the integrity of the System and/or cause serious personal injury or property damage. Each Owner, by acceptance of the Deed to his Lot, hereby agrees that Declarant shall not be responsible for any damage or injury resulting from the alteration of the slab or foundation of the Owner's Residence by the Owner or any employee, agent, family member or representative of the Owner.

Additionally, said expansive soil condition should be taken into consideration before the construction or installment by an Owner (or any of the Owner's contractors or agents) of patios, pools, spas, or any other improvements within Owner's Lot.

Section 7.6. 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
VIEWS

As originally constructed, certain of the Lots within the Annexed Land have a partial view. A view is defined as that line of sight (which may include within it residences/condominiums or other types of buildings and landscaping) within the prolongation of the side property lines of a Lot. A view does not include any diagonal or side view and is restricted to that air space directly in line with the prolongation of the side property lines of a Lot. Notwithstanding the above, after the sale of the Lots within the Annexed Land by Declarant to Owners, a view may be impeded or impacted by the improvements or landscaping of another Lot. Any alteration or landscaping of a Lot, after the initial construction of the Lot by Declarant, must be approved by the Architectural Committee in accordance with the Master Declaration. No statements or assurances can be made by Declarant with respect to said construction of future improvements and landscaping that may have an impact upon the view of a Lot and which are approved by said Architectural Committee or are constructed on contiguous property not owned by Declarant.

ARTICLE IX
ANNEXATION

Section 9.1. 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 9.2. Declaration of Annexation: As a condition to the annexation of additional land to the Annexed Land, Declarant 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 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 9.3. 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 9.4. 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) Declarant has obtained the prior written consent of Taylor Woodrow, which may be withheld in its sole discretion, (b) 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; (c) Taylor Woodrow executed said Notice of Deletion of Territory or Declaration of Deannexation; (d) Declarant or Taylor Woodrow have not exercised any Association vote with respect to any portion of Annexable Area; (e) assessments have not yet commenced with respect to any portion of Annexable Area; (f) the Master Association has not made any expenditures or incurred any obligations with respect to Annexable Area.

ARTICLE X GENERAL PROVISIONS

Section 10.1. 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 10.2. 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 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 10.3. 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 10.4. 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 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 10.5. 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 10.6. 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 10.7. Amendments: This Declaration of Annexation may be amended only by the vote or written assent of not less than sixty-five percent (65%) of each class of Owners in the Annexed Land, so long as the two-class voting structure is in effect. After the conversion of Class "B" votes to Class "A", amendment of this Declaration of Annexation shall require the vote and written assent of sixty-five percent (65%) of the voting power of Owners in the Annexed Land and at least a bare majority of the votes of

Owners in the Annexed Land other than 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 10.8. 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 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, has executed this Declaration of Annexation on the day and year first above written.

A-M HOMES, a California limited partnership

By: A-M HOMES, INC., a California corporation, its managing general partner

By:


Thomas I. Hover, Senior Vice President

STATE OF CALIFORNIA)
)
COUNTY OF Orange) ss.

On April 25, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS I. HOVER, personally known to me (or proved on the basis of satisfactory evidence) to be the person who executed the within Instrument as Senior Vice President, on behalf of A-M HOMES, INC., 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 A-M HOMES, a California corporation, the partnership that executed the within instrument, and acknowledge to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.



Eileen Broms
Notary Public in and for
said County and State

SUBORDINATION

SECURITY PACIFIC NATIONAL BANK, a national banking association, which is the holder of that certain Construction and Permanent Deed of Trust, Assignment of Leases, Security Agreement and Fixture Filing recorded on April 27, 1989, as Document No. 89-221704 of the Official Records of Orange County, California ("First Deed of Trust"), which First Deed of Trust covers the property subject to the Supplemental Declaration of Covenants, Conditions and Restrictions and Declaration of Annexation of Single-Family Detached Project into Marina Hills Planned Community and Establishment of Delegate District No. 4, (Phase 1) ("Supplemental Declaration") to which this Subordination is attached, hereby acknowledges that it has read and approves said Supplemental Declaration and agrees that the lien of the First Deed of Trust will be subject and subordinate to the Supplemental Declaration; provided, however, that pursuant to Section 7.6 of the Supplemental Declaration and Section 6.10 of the "Master Declaration" (as defined in the Supplemental Declaration), the First Deed of Trust, and all amendments, modifications, extensions and renewals of the same, shall be prior and superior to any liens created or arising under the Supplemental Declaration or the Master Declaration.

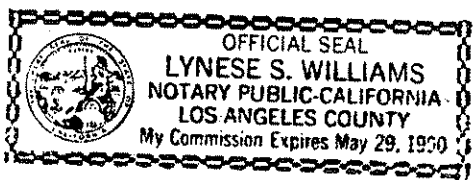
SECURITY PACIFIC NATIONAL BANK

DATED: 6/15/89

By *Danell Kurbiff*
 Its VICE PRESIDENT

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On June 17, 1986, before me, the under-
signed, personally appeared [Signature],
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person who executed this
instrument as [Signature] of the association
therein named and acknowledged to me that said association
executed it.



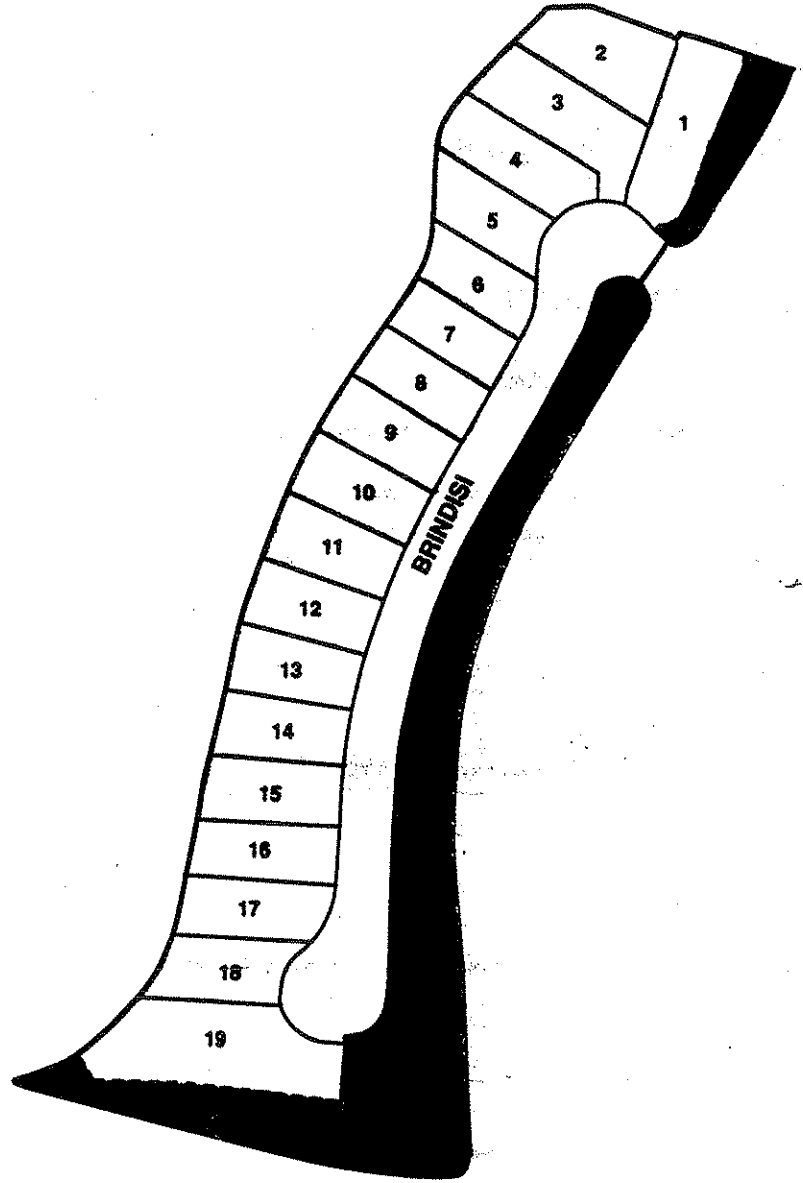
[Signature]
Notary Public in and for
said County and State

EXHIBIT "A"

89-334759

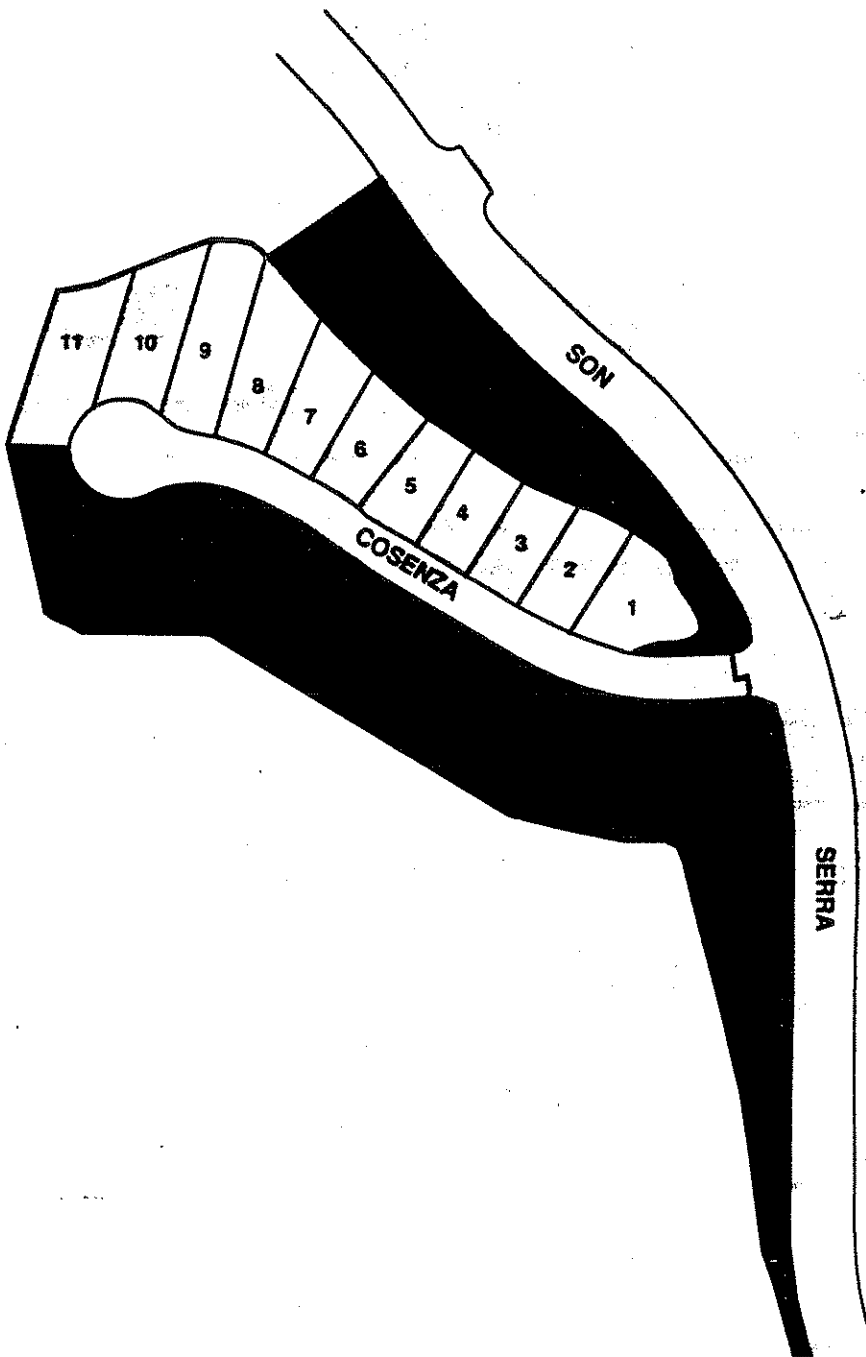
Master Association Maintenance Areas

TRACT 13250



 SLOPE MAINTAINED BY HOMEOWNERS ASSOCIATION.

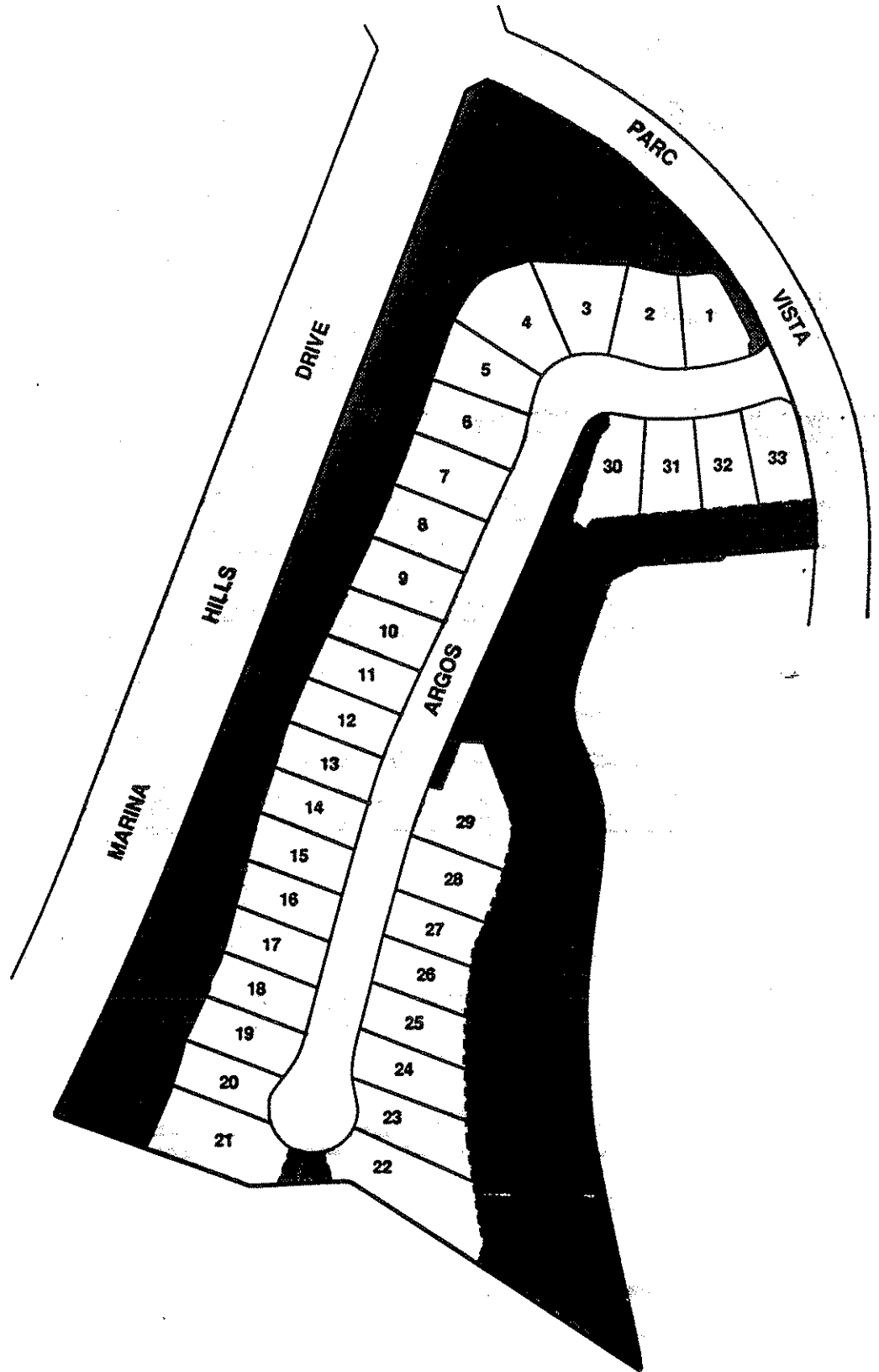
TRACT 13251



 SLOPE MAINTAINED BY HOMEOWNERS ASSOCIATION.

TRACT 13253

89-334759



 SLOPE MAINTAINED BY HOMEOWNERS ASSOCIATION.

