

89-491216

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Attn: Timothy L. Randall, Esq.

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Lee A. Branch COUNTY
RECORDER

(SUPPLEMENTAL CC&R'S)
DECLARATION OF ANNEXATION
OF
SINGLE FAMILY DETACHED PROJECT
INTO
MARINA HILLS PLANNED COMMUNITY
AND INTO
DELEGATE DISTRICT NO. 4

A-M Phase 2
Tract 13252
Lots 1 through 39, A and B

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

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THIS DECLARATION OF ANNEXATION ("Declaration") is made this 25 day of April, 1989, by TAYLOR WOODROW HOMES CALIFORNIA LIMITED, a California corporation (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 Single Family Detached Project into Marina Hills Planned Community and Establishment of Delegate District No. 4, which was recorded on June 26, 1989, as Instrument No. 89-334759 *, 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 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 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");

*and re-recorded September 13, 1989 as Instrument No. 89-489461, both 1.

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 39, inclusive, and Lots A and B of Tract No. 13252 as shown on Map filed in Book 609, Pages 39 through 42, of Miscellaneous Maps in the Office of the Recorder 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 close of the first escrow 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. 4, 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

Declarant hereby covenants for itself, its successors and assigns, that fee simple title to Lots A and B, inclusive, of Tract 13252 shall be conveyed to the Master Association prior to the Close of Escrow for the sale of the first Lot in the Annexable Area to an Owner, and shall thereafter be classified as Master Association Maintenance Areas, as that term is defined in the Master Declaration. 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 those set forth in this Declaration, the Declaration of Annexation and the Master Declaration. In addition, 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.

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
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 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
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 VIII
GENERAL PROVISIONS

Section 8.1. 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 8.2. 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 8.3. 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.

Section 8.4. 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 8.5. 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 8.6. Attorneys' Fees: In the event an 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 8.7. Nuisance: The result of every act or omission whereby any of the covenants contained in this Declaration or 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 8.8. Amendments: This Declaration may be amended only in accordance with the terms set forth in the Declaration of Annexation.

Section 8.9. 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 in 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: 

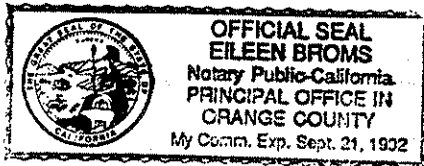
Thomas I. Hover,
Senior Vice President

STATE OF CALIFORNIA)

) SS.
COUNTY OF Orange)

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 CC&R'S) Declaration of Annexation of Single-Family Detached Project into Marina Hills Planned Community and into Delegate District No. 4, (Phase 2) ("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 "Declaration of Annexation" (as defined in 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, the Declaration of Annexation or the Master Declaration.

SECURITY PACIFIC NATIONAL BANK

DATED:

9/5/89

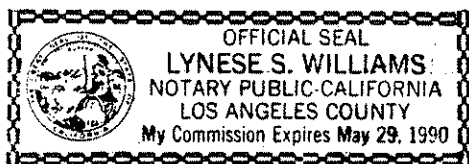
By

Daniel Kuff

Its VICE PRESIDENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On SEPTEMBER 5, 1989, before me, the undersigned, personally appeared Darrell Kerckhoff, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as Vice President of the association therein named and acknowledged to me that said association executed it.



Lynese S. Williams

Notary Public in and for
said County and State

EXHIBIT "A"
Master Association Maintenance Areas

TRACT 13252

