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SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND NOTICE OF ANNEXATION
OF
SINGLE FAMILY DETACHED PROJECT
INTO
MARINA HILLS PLANNED COMMUNITY
AND INTO
DELEGATE DISTRICT NO. 12

Phase 6
Lots 19, 20, 28 and 29
of Tract 13257,
Parcels 5, 6 and 7
of Lot Line Adjustment LL 89-047,
Parcels 11 through 17
of Lot Line Adjustment LL 89-049
and Lot 93 of Tract 13912

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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Lots 19, 20, 28 and 29 of Tract No. 13257, as shown on a map filed in Book 610, Pages 9 through 13, inclusive, of Miscellaneous Maps, Records of Orange County, California;

Parcels 5, 6 and 7 as shown on Exhibit "B" attached to that certain Lot Line Adjustment LL 89-047, Recorded June 26, 1989 as Instrument No. 89-335255 and Re-recorded August 27, 1991 as Instrument No. 91-461421, both of Official Records of Orange County, California;

Parcels 11 through 17, inclusive, as shown on Exhibit "B" attached to that certain Lot Line Adjustment LL 89-049, Recorded June 26, 1989 as Instrument No. 89-335256 and Re-recorded August 27, 1991 as Instrument No. 91-461420, both of Official Records of Orange County, California; and

Lot 93 of Tract No. 13912, as shown on map filed in Book 654, Pages 13 through 17, inclusive, of Miscellaneous Maps, Records of Orange County, California.

E. Declarant desires to cause the Annexable Area to be annexed to 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 VII
ASSESSMENT OBLIGATIONS

The rights and obligations of the Owners of Lots in the Annexable Area with respect to assessments shall be as stated in the Master Declaration. Annual Common Assessments as provided for in the Master Declaration shall commence as to each Lot in the Annexable Area on the first day of the first month following the month in which the first Close of Escrow for the sale of a Lot in the Annexable Area occurs. The Common Assessments shall be levied against the Lots in a uniform and equal manner based upon the number of Lots owned.

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 any 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 recreation 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.

EXHIBIT "A"

HOMEOWNER'S ASSOCIATION MAINTENANCE EASEMENT
LOTS 19, 20, 28, 29, TRACT NO. 13257
PARCELS 11 - 17, L.L.A. 89-049
LOT 93, TRACT NO. 13912



INDICATES AREA OF HOMEOWNER'S ASSOCIATION MAINTENANCE EASEMENT.

