

90-340550

90-208336

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO.

WHEN RECORDED RETURN TO:

LOOK
\$49.20
C17

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

MESERVE, MUMPER & HUGHES
18500 Von Karman Avenue
Irvine, California 92715
Attn: Timothy L. Randall, Esq.

-1215 PM APR 20 '90

\$49.00
C12

Lee A. Branch RECORDER

This document is being re-recorded to correct the legal description of the "Annexable Land" as defined in Paragraph D of the Preamble hereto.

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO.

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-310 PM JUN 27 '90

Lee A. Branch RECORDER

(SUPPLEMENTAL CC&R'S)
NOTICE OF ANNEXATION
OF
SINGLE FAMILY ATTACHED PROJECT
INTO
MARINA HILLS PLANNED COMMUNITY
AND INTO
DELEGATE DISTRICT NO. 7

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.

Siena Phase 3
Tract 12985
Lots 89-126, J, K, L, M, N, R and S

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(SUPPLEMENTAL CC&R'S)
NOTICE OF DECLARATION OF ANNEXATION
OF
SINGLE FAMILY ATTACHED PROJECT
INTO
MARINA HILLS PLANNED COMMUNITY
AND INTO
DELEGATE DISTRICT NO. 7

THIS DECLARATION OF ANNEXATION is made this 22nd day of February, 1990, 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 a Supplemental Declaration of Covenants, Conditions and Restrictions and Annexation of Single Family Attached Project into Marina Hills Planned Community and Establishment of Delegation District No. 7, which was recorded February 6, 1990, as Instrument No. 90-067791 in 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 (the "Annexed Land"):

Lots 35 through 62, inclusive, and Lots D, E, F, G, H and O, of Tract 12985, as per map filed in Book 635, Page 19 of Maps, in the Office of the County Recorder 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 Master Declaration and thereby make such additional real property subject to the Declaration of Annexation and the Master Declaration and subject to the jurisdiction of the Association as defined in the Declaration of Annexation and 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 Land"):

89 126 J, K, L, M, N, R S
Lots ~~1~~ through ~~34~~, inclusive, and Lots ~~A, I~~ and ~~P~~
of Tract 12985, as per map filed in Book 635, Page
19 of Maps, in the Office of the County Recorder of
Orange County, California.

E. Declarant now desires to annex the Annexable Land into the Marina Hills Planned Community, and thereby make the Annexable Land subject to the terms, conditions, covenants and restrictions of the Declaration of Annexation and the Master Declaration.

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 Land, declares that all of the Annexable Land 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 Land. Upon the effective date of the annexation, all of the Annexable Land shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Declaration of Annexation and the Master Declaration.

Section 1.2. Deannexation: Any deletion of all or a portion of the Annexable Land 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 Association and the Master Association shall be effected in accordance with the provisions of California Business and Professions Code Section 11018.7.

ARTICLE II MEMBERSHIP IN ASSOCIATION

Section 2.1. Membership: Every Owner of a Lot which is subject to assessment shall be a Member of the Association and a Member of the Master Association, and ownership of such Lot shall be the sole qualification for such Memberships.

The terms and provisions set forth in this Declaration, which are binding upon all Owners of all Lots in the Annexable Land, are not exclusive, and the Member shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the Bylaws of the Association and of the Master Association as well as the Master Declaration and Declaration of Annexation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2.2. Election of Delegate: Upon the recordation of this Declaration of Annexation, the Annexable Land shall be added to and shall thus comprise a part of Delegate District No. 7, as defined in the Declaration of Annexation. Therefore, the Owners of Lots in the Annexable Land shall participate in the election of a Delegate in accordance with the provisions set forth in the Declaration of Annexation.

ARTICLE III ASSESSMENTS

Section 3.1. Covenant to Pay: The Declarant, for each Lot owned by it within the Annexable Land, hereby covenants and agrees to pay, and each Owner of any Lot by acceptance of a deed therefor whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Master Association those assessments as defined and provided by the Master Declaration and to the Association those assessments defined and provided by the Declaration of Annexation, and to in all ways be subject to all other provisions of the Master Declaration and Declaration of Annexation concerning such assessments.

Section 3.2. Commencement of Assessments: All assessments payable to the Master Association and the Association shall commence as to all Lots in the Annexable Land on the first day of the first month following the closing of escrow for the sale of the first Lot in the Annexable Land to an Owner.

ARTICLE IV MASTER ASSOCIATION MAINTENANCE AREAS; SUB-ASSOCIATION PROPERTY

Section 4.1. Master Association Maintenance Areas: Declarant hereby covenants for itself, its successors and assigns that fee simple title to Lots R and S of Tract 12985 shall be conveyed to the Master Association prior to the close of escrow for the sale of the first Lot in the

Annexable Land to an Owner and shall thereafter be classified as Master Association Maintenance Area, as that term is defined in the Master Declaration. In addition, those portions of the Lots as shown on Exhibit "A" attached hereto are hereby classified 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.

Section 4.2. Conveyance to Association: Declarant hereby covenants for itself, its successors and assigns that fee simple title to Lots J, K, L, M and N of Tract 12985 shall be conveyed to the Association prior to the Close of Escrow for the sale of the first Lot in the Annexable Land to an Owner and shall thereafter be classified as Common Area. In the event that fee simple title to such property is conveyed to the 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, the Declaration of Annexation and the Master Declaration. In addition, those portions of the Lots as shown on Exhibit "A" attached hereto and all storm drains as shown on Exhibit "A" attached hereto are classified as Sub-Association Maintenance Areas, as that term is defined in the Master Declaration.

ARTICLE V EASEMENTS

Section 5.1. Over Annexed Land: The Declarant hereby grants, for the benefit of and appurtenant to each Lot in the Annexable Land and their Owners, a non-exclusive easement of ingress, egress and use over the Common Area and Sub-Association Property in the Annexed Land, pursuant to the provisions of the Declaration of Annexation, to the same extent and with the same effect as if each of the Owners in the Annexable Land owned a Lot in the Common Area in the Annexed Land.

Section 5.2. Over Annexable Land: The Declarant hereby grants, for the benefit of and appurtenant to each Lot in the Annexed Land and their Owners, non-exclusive easements of

ingress, egress and use over the Common Area and Sub-Association Property in the Annexable Land, pursuant to the provisions of the Declaration of Annexation, to the same extent and with the same effect as if each of the Owners in the Annexed Land owned a Lot in the Annexable Land.

Section 5.3. Rights of Association: There is hereby reserved to the Association such rights and easements as are necessary to perform the duties of the Association, including, but not limited to, the duty to maintain the Common Area and Sub-Association Maintenance Areas in accordance with the terms of the Declaration of Annexation.

Section 5.4. Driveway Easements: There is hereby granted to the Owners of certain Lots ("Dominant Tenements"), non-exclusive easements for ingress and egress and driveway purposes as shown in cross-hatching on Exhibit "B" ("Driveway Easement Area"), 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 subject to the following provisions:

(a) No Owner shall park or place any vehicle or anything else on any portion of the Driveway Easement Area, or do any act, carry on any activity or permit any situation to exist which will impede or which is inconsistent with the use of the Driveway Easement Area for driveway purposes or which will impair the right of any Owner of ingress and egress to their Lot.

(b) In the event of any dispute arising concerning a Driveway Easement Area, or under the provisions of this section, the parties shall submit such disputes to a binding arbitration in accordance with the rules and regulations of the American Arbitration Association.

Section 5.5. 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 Sub-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 5.6. Address Monument Signs: Declarant hereby reserves an easement over the Lots for the placement of address monument signs in favor of each other Owner whose address appears on such monument signs, the precise location of which shall be determined by Declarant. Declarant further reserves an easement over the Lots in favor of the Association for the purpose of maintaining the address monument signs. Such address monument signs shall be uniform in design and color, and the maintenance of each address monument sign shall be the duty of the Association.

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 Land and placed between the Lots shall constitute a party wall, and shall therefore be governed by the terms set forth under Article VIII 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 Land as though the Master Declaration and the Declaration of Annexation have been recorded directly against the Annexable Land.

ARTICLE VIII GENERAL PROVISIONS

Section 8.1. Term: The covenants and restrictions of this Declaration shall run with and bind the Annexable Land and any Owner, their legal representatives, heirs, successors and assigns, and shall run concurrently with the Declaration of Annexation.

Section 8.2. 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 8.3. 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 8.4. Singular Includes Plural: Whenever the context of this Declaration requires it, the singular shall include the plural and the masculine shall include the feminine.

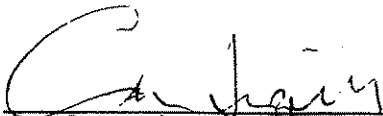
Section 8.5. Attorneys' Fees: In the event action is instituted against an Owner to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorneys' fees and costs of such action, which attorneys' fees and costs shall also be added to such Owner's assessments.

Section 8.6. Amendments: This Declaration may be amended only in accordance with the terms set forth in the Declaration of Annexation.

Section 8.7. 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 Common Area and 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 as of the day and year first above written.

TAYLOR WOODROW HOMES CALIFORNIA LIMITED, a California corporation

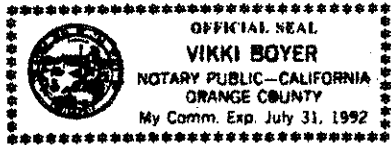
By: 
Gordon Tippell, President

By: 
Carsten Schnepel, Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

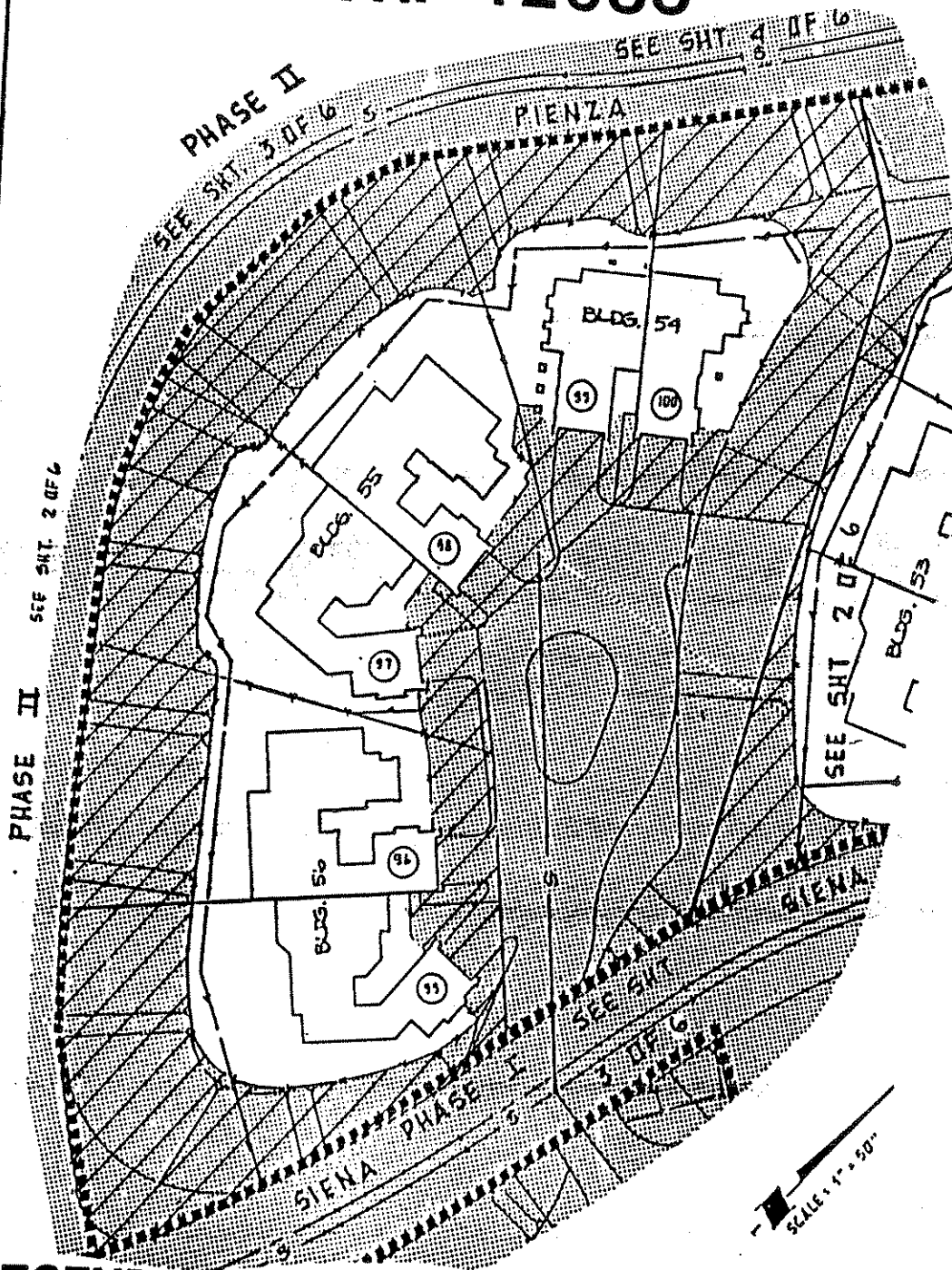
On April 18, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared GORDON TIPPELL, known to me (or proved on the basis of satisfactory evidence) to be the President, and CARSTEN SCHNEPEL, known to me (or proved on the basis of satisfactory evidence) to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.


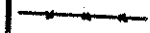








Vikki Boyer
Notary Public in and for said
County and State

MARINA HILLS TR. 12985



LEGEND

	SUB ASSOC. PROPERTY.
	WALLS
	LOT NUMBERS
	STORM DRAIN MAINTAINED BY SUB ASSOC.
	MASTER ASSOC. MAINT. AREA.
	SUB ASSOC. MAINT. AREA.
	TRACT BOUNDARY
	PHASING LINES

PHASE III

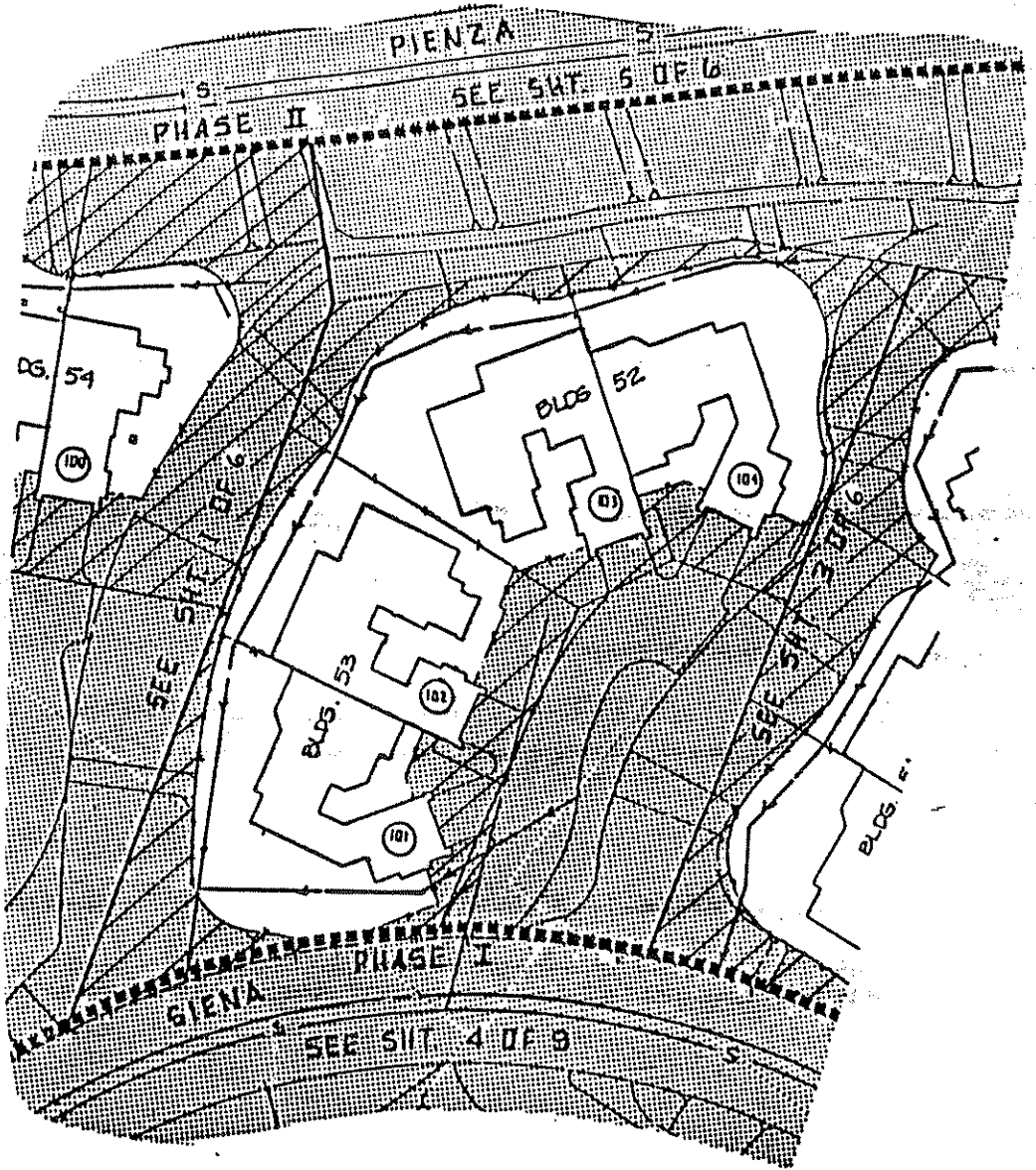
EXHIBIT "A"

SHT. 1
OF
6

Hunsaker & Associates Inc.
 PLANNING - ENGINEERING - SURVEYING
 Three Hughes • Irvine, CA 92718
 Offices: Carlsbad • Irvine • Ontario
 (714) 583-1810

FOR DRIVEWAY ACCESS EASEMENTS SEE EXHIBIT "B"

MARINA HILLS TR. 12985



LEGEND

	SUB ASSOC. PROPERTY.
	WALLS
	LOT NUMBERS
	STORM DRAIN MAINTAINED BY SUB ASSOC.
	MASTER ASSOC. MAINT. AREA.
	SUB ASSOC. MAINT. AREA.
	TRACT BOUNDARY
	PHASING LINES

PHASE III

EXHIBIT "A"

SHT. 2

OF

6

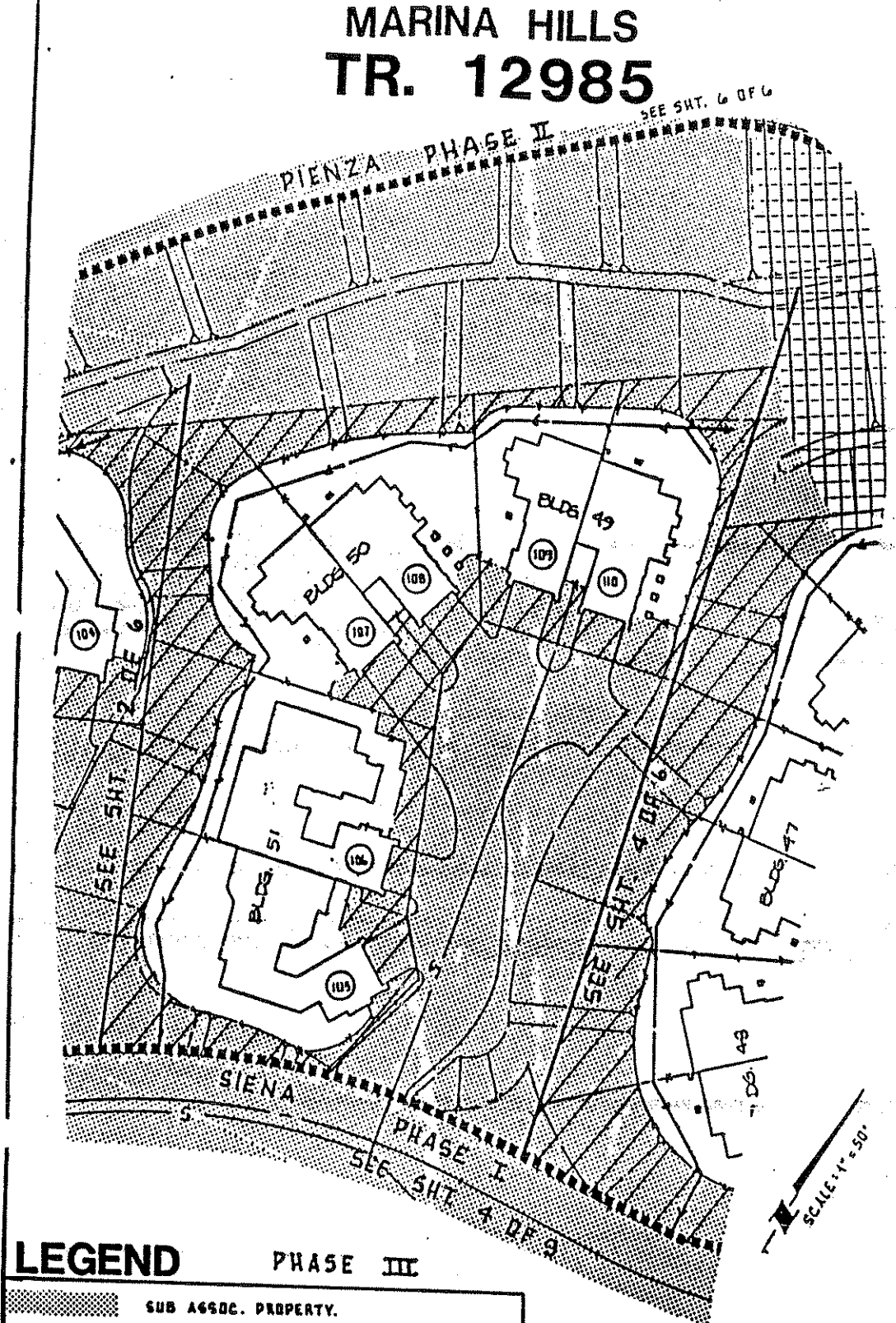
Hunsaker & Associates
INC.
PLANNING-ENGINEERING-CONSTRUCTION
Three Maguire • Irvine, CA 92714
Offices: Carlsbad • Irvine • Oceanside
(714) 563-8198

FOR DRIVEWAY ACCESS EASEMENTS SEE EXHIBIT "B"

6-26-89

MARINA HILLS TR. 12985

SEE SHT. 6 OF 6



LEGEND

PHASE III

	SUB ASSOC. PROPERTY.
	WALLS
	LOT NUMBERS.
	STORM DRAIN MAINTAINED BY SUB ASSOC.
	MASTER ASSOC. MAINT. AREA.
	SUB ASSOC. MAINT. AREA.
	TRACT BOUNDARY
	PHASING LINES

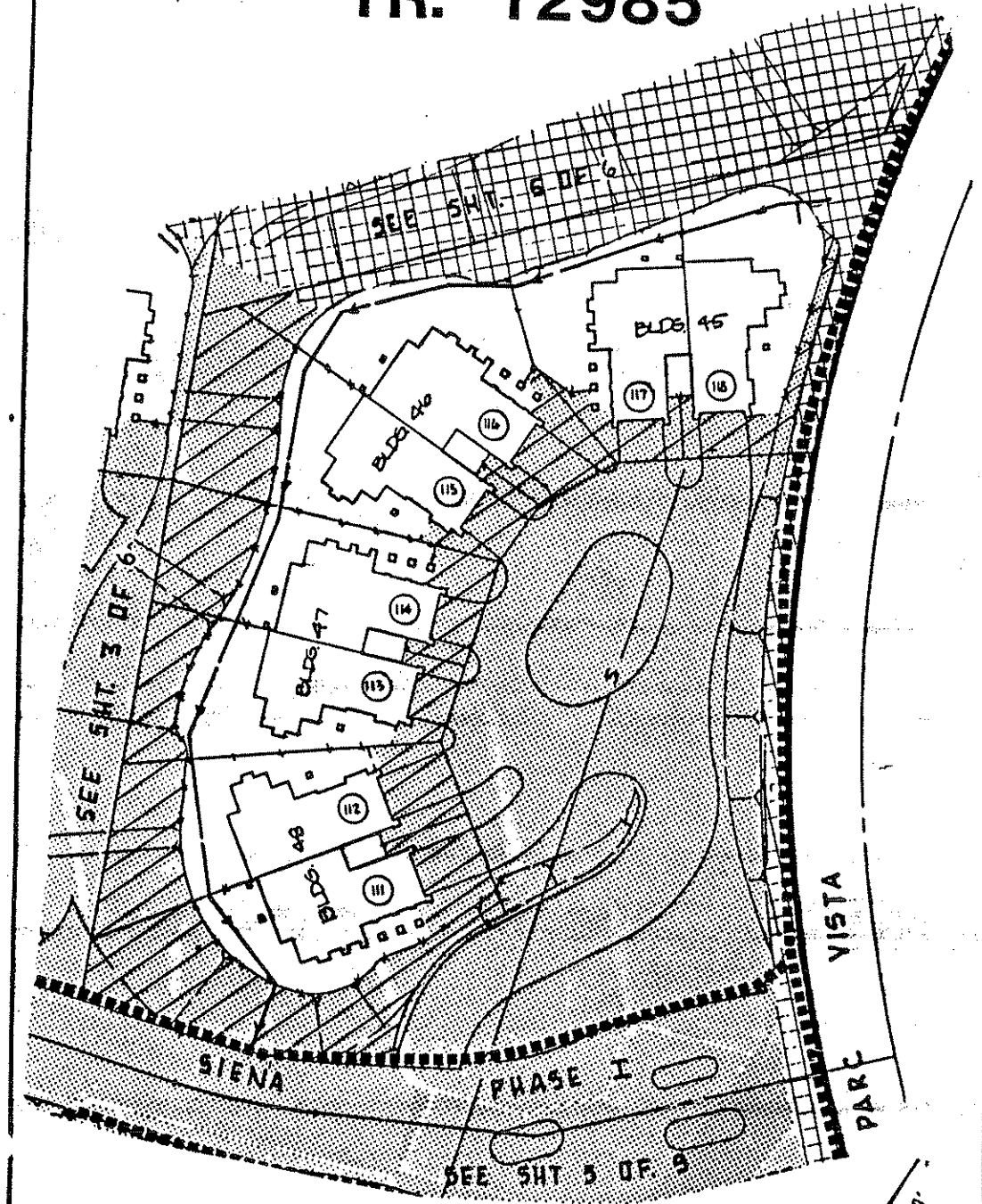
EXHIBIT "A"

SHT. 3
OF
6









Hunsaker & Associates
INC.
PLANNING - ENGINEERING - SURVEYING
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Offices: Carlsbad • San Diego • Ontario
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FDR DRIVEWAY ACCESS EASEMENTS
SEE EXHIBIT "B"

MARINA HILLS TR. 12985



LEGEND

	SUB ASSOC. PROPERTY.
	WALLS
	LOT NUMBERS
	STREAM DRAIN MAINTAINED BY SUB ASSOC.
	MASTER ASSOC. MAINT. AREA.
	SUB ASSOC. MAINT. AREA.
	TRACT BOUNDARY
	PHASING LINES

PHASE III

EXHIBIT "A"

SHT. 4
OF
6

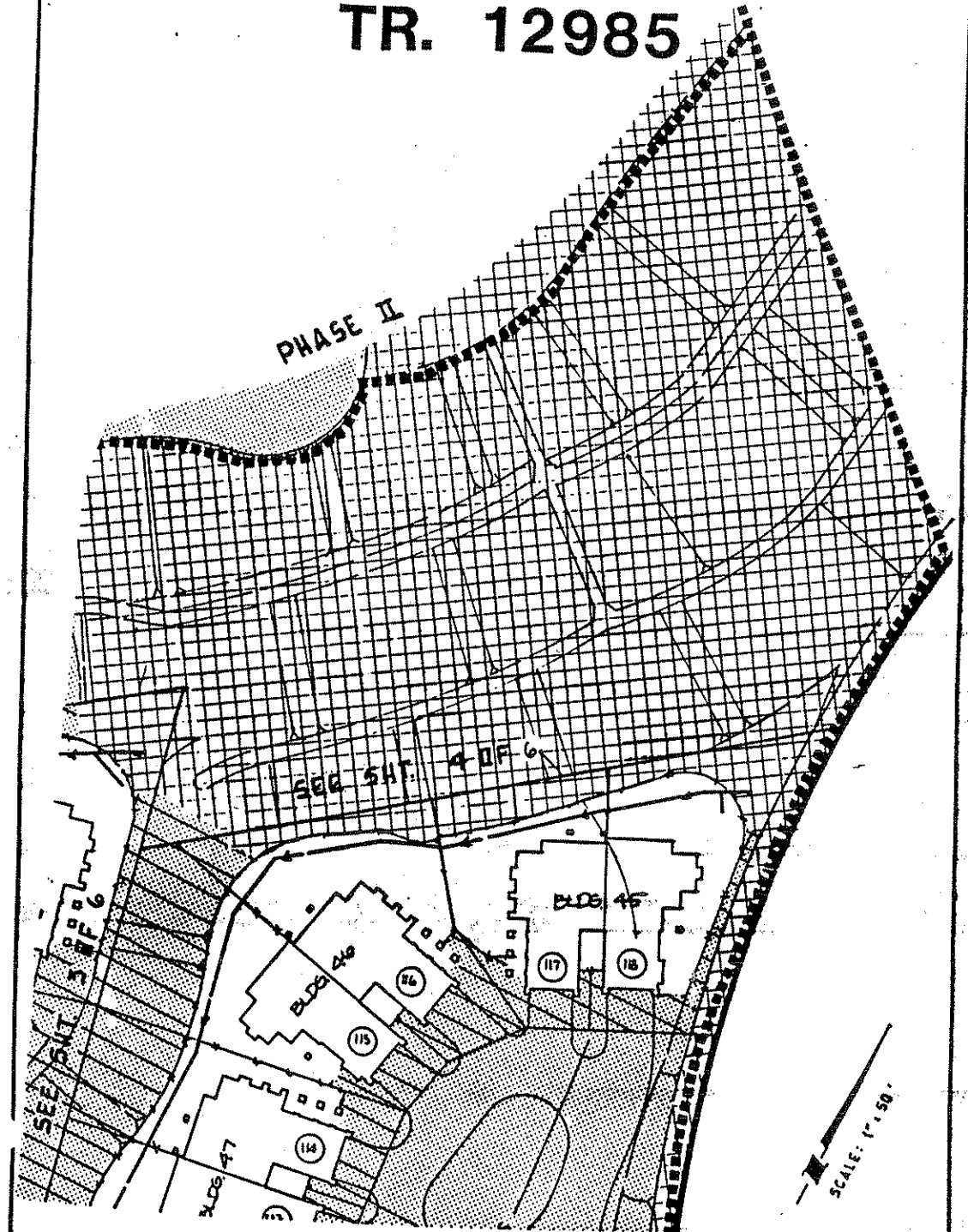
Hunsaker & Associates
INC.
PLANNING-ENGINEERING-SURVEYING
Three Bay Area • Irvine, CA 92718
Offices: Carlsbad • Denver • Ontario
(714) 583-1118

SCALE: 1" = 50'

FOR DRIVEWAY ACCESS EASEMENTS
SEE EXHIBIT "B"

6-26-89

MARINA HILLS TR. 12985



LEGEND

	SUB ASSOC. PROPERTY.
	WALLS
	LOT NUMBERS
	STORM DRAIN MAINTAINED BY SUB ASSOC.
	MASTER ASSOC. MAINT. AREA.
	SUB ASSOC. MAINT. AREA.
	TRACT BOUNDARY
	PHASING LINES

PHASE III EXHIBIT "A"

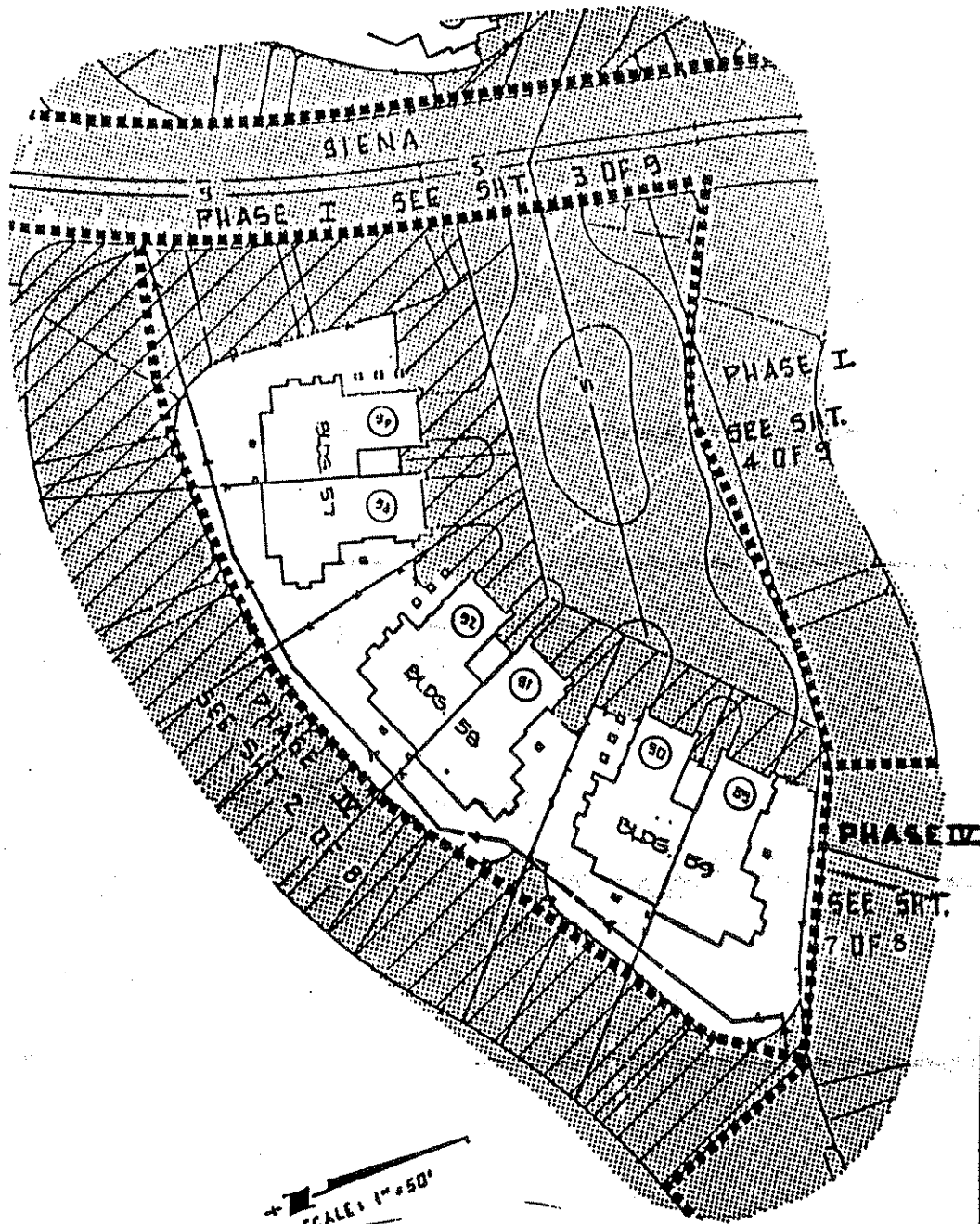
SHT. 5
OF
6

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& Associates**
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FOR DRIVEWAY ACCESS EASEMENTS
SEE EXHIBIT "B"

6-26-83

MARINA HILLS TR. 12985



SCALE: 1" = 50'

LEGEND

	SUB ASSOC. PROPERTY.
	WALLS
	LOT NUMBERS
	STEM DRAIN MAINTAINED BY SUB ASSOC.
	MAST. ASSOC. MAINT. AREA.
	SUB ASSOC. MAINT. AREA.
	TRACT BOUNDARY
	PHASING LINES

PHASE - III EXHIBIT "A"

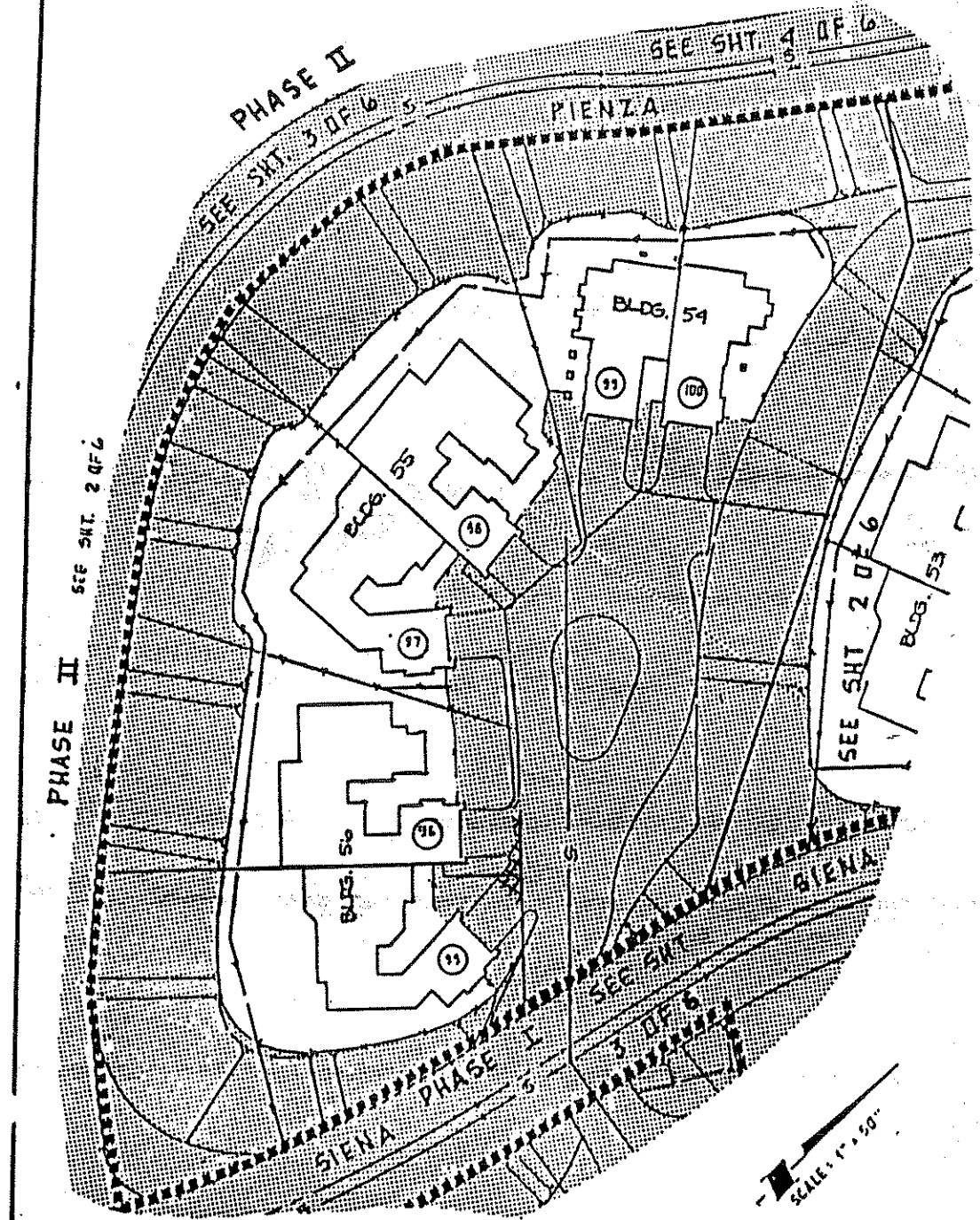
SHT. 6
OF
6

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& Associates**
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Three Hughes • Irvine, CA 92718
Offices: Carlsbad • Irvine • Oceanside
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FOR DRIVEWAY ACCESS EASEMENTS
SEE EXHIBIT "B"

1-2-90 2-10-90

MARINA HILLS TR. 12985



LEGEND

-  DRIVEWAY ACCESS EASEMENT.
-  TRACT BOUNDARY
-  PHASING LINES

FOR SUB ASSOCIATION MAINTAINED AREAS,
MASTER ASSOCIATION MAINTAINED AREAS,
WALLS, AND STORM DRAIN SEE EXHIBIT "C".

PHASE III

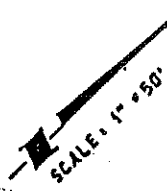
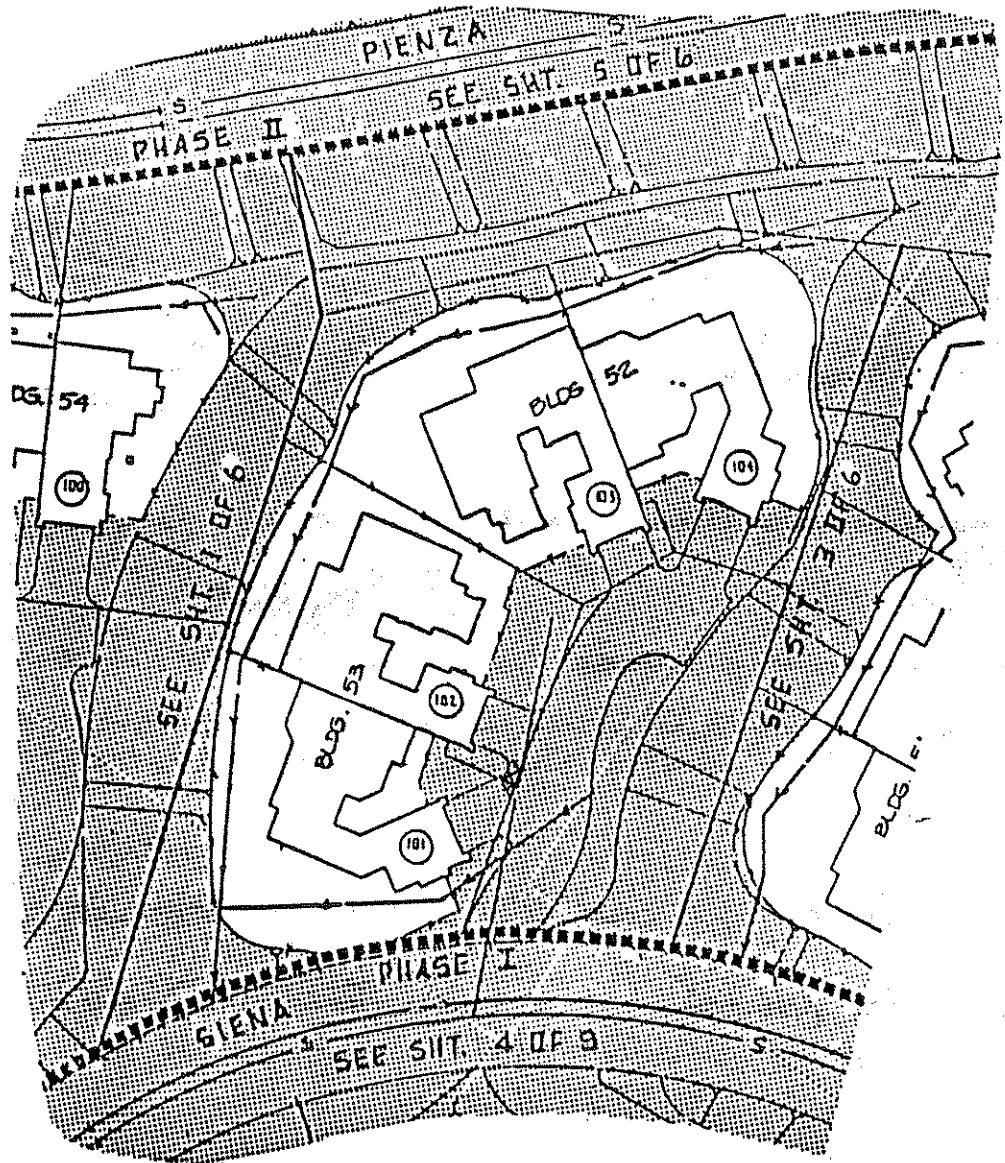
EXHIBIT "B"

SHT. 1
OF
6




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(714) 543-4110

2-5-90 6-22-89

MARINA HILLS TR. 12985



LEGEND

-  DRIVEWAY ACCESS EASEMENT.
-  TRACT BOUNDARY
-  PHASING LINES

FOR SUB ASSOCIATION MAINTAINED AREAS,
MASTER ASSOCIATION MAINTAINED AREAS,
WALLS, AND STORM DRAIN SEE EXHIBIT 'C'.

PHASE III

EXHIBIT "B"

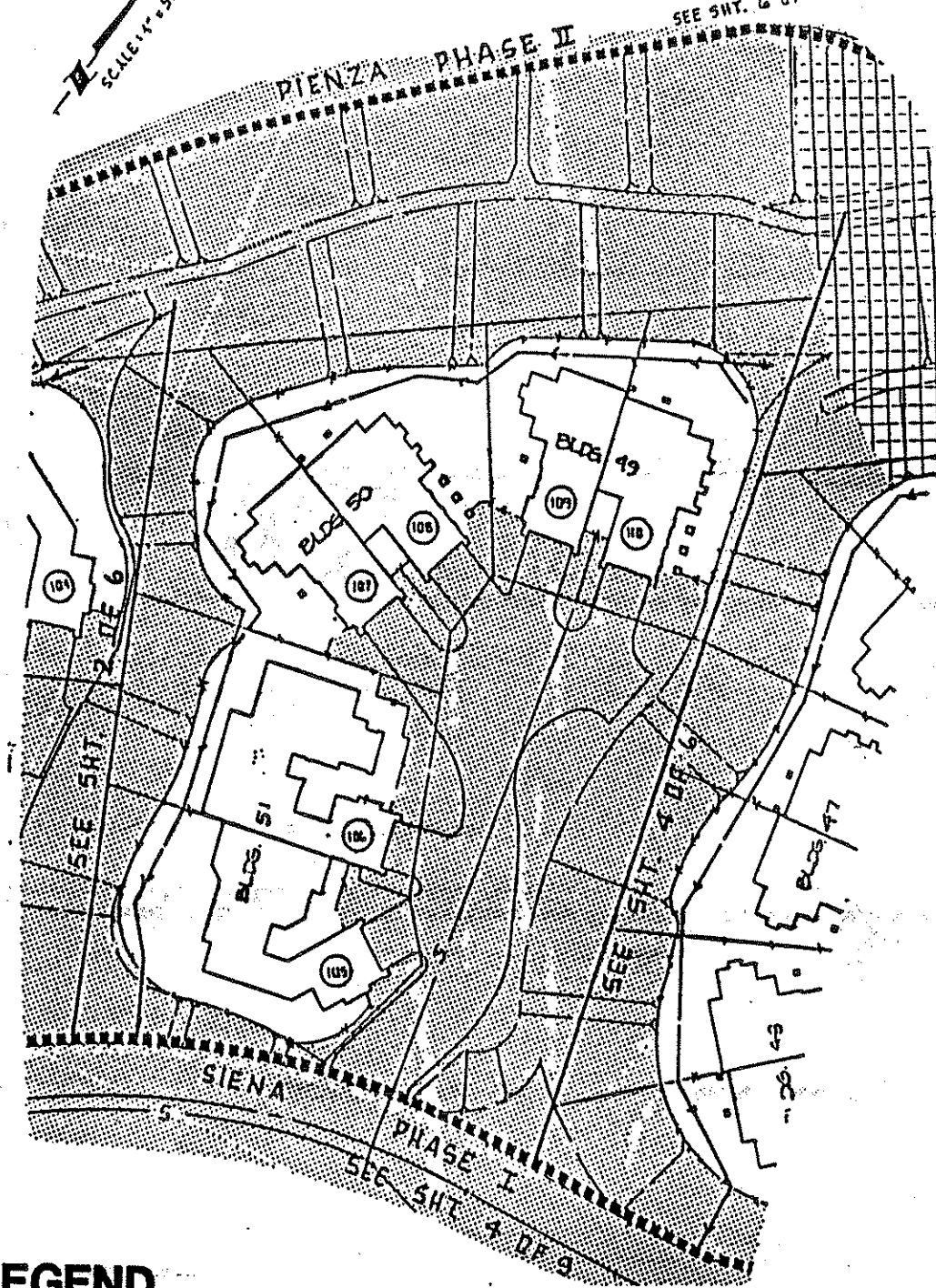
SHT. 2
OF
6

Hunsaker & Associates
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Three Way - Irvine, CA 92718
Offices: Carlsbad - Irvine - Ontario
(714) 583-1810




MARINA HILLS TR. 12985

SCALE 1" = 50'

SEE SHT. 6 OF 6



LEGEND

-  DRIVEWAY ACCESS EASEMENT.
-  TRACT BOUNDARY
-  PHASING LINES

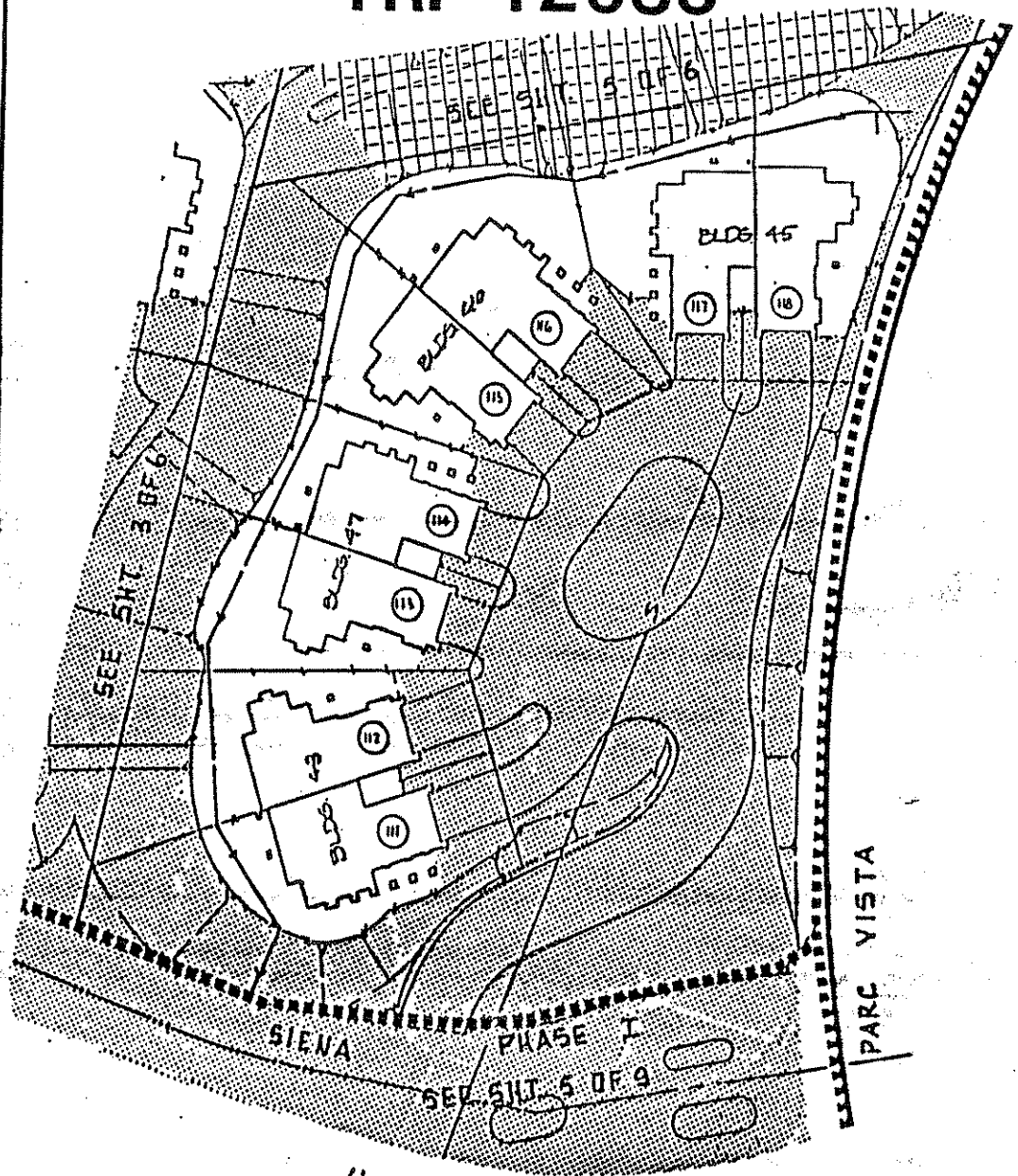
FOR SUB ASSOCIATION MAINTAINED AREAS,
MASTER ASSOCIATION MAINTAINED AREAS,
WALLS, AND STORM DRAIN SEE EXHIBIT "C".

PHASE III EXHIBIT "B"




SHT. 3
OF
6

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&
Associates**
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Office: Carlsbad • Irvine • Ontario
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MARINA HILLS TR. 12985



LEGEND

-  DRIVEWAY ACCESS EASEMENT.
-  TRACT BOUNDARY
-  PHASING LINES

FOR SUB ASSOCIATION MAINTAINED AREAS,
MASTER ASSOCIATION MAINTAINED AREAS,
WALLS, AND STORM DRAIN SEE EXHIBIT "C".

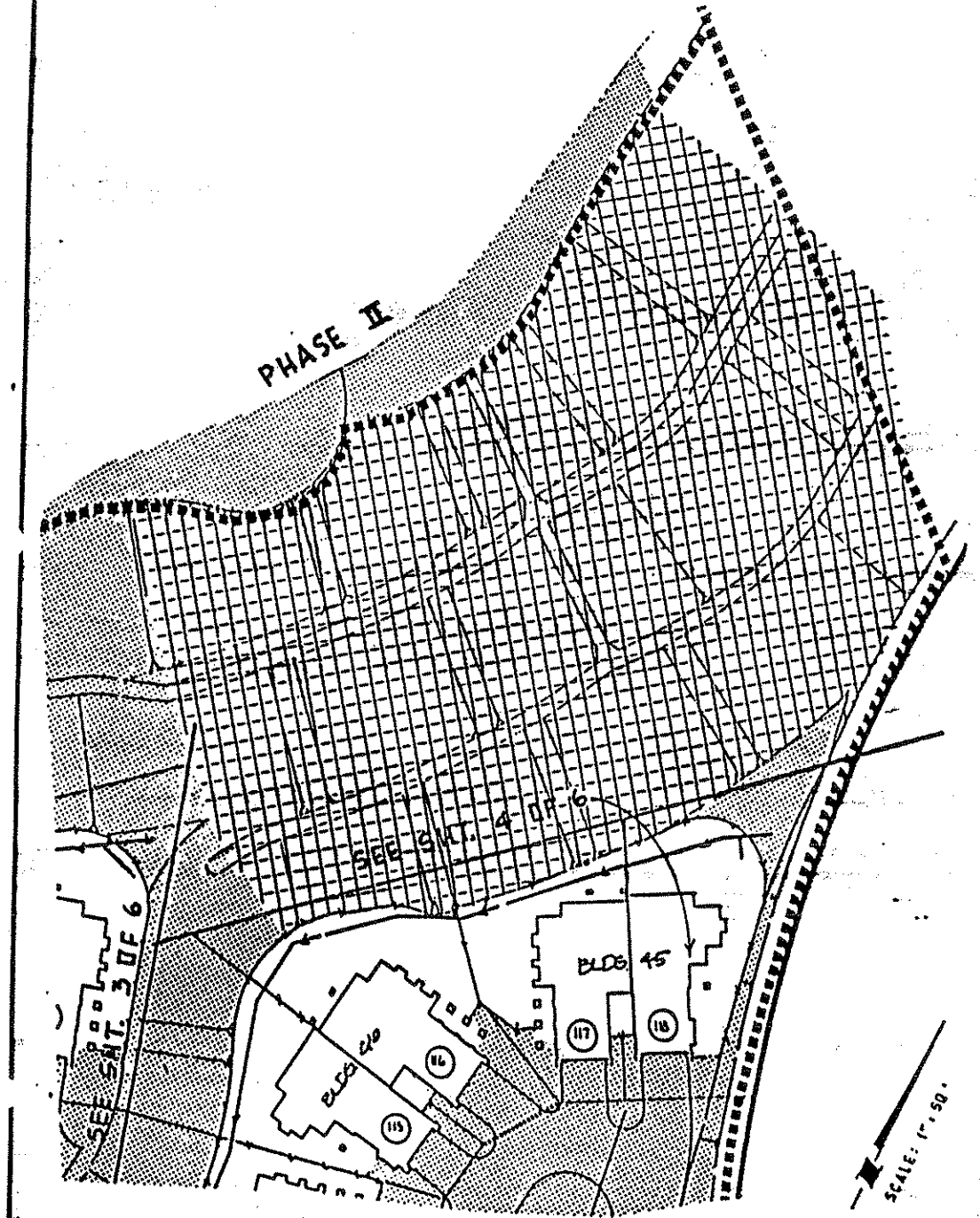
EXHIBIT "B"

SHT. 4
OF
6




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& Associates
Inc.**
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2-5-90 6-22-89

MARINA HILLS TR. 12985



LEGEND

-  DRIVEWAY ACCESS EASEMENT.
-  TRACT BOUNDARY
-  PHASING LINES

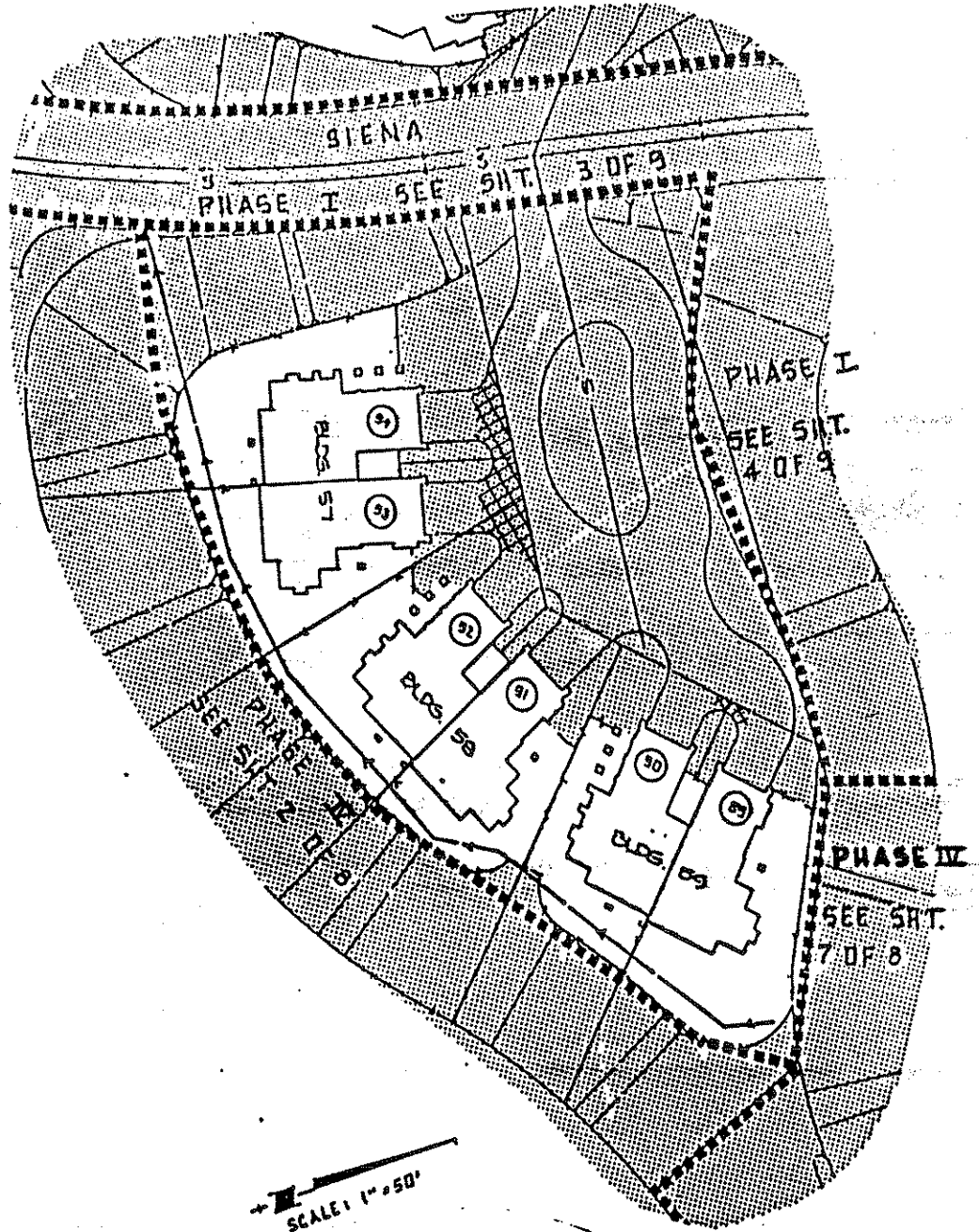
FOR SUB ASSOCIATION MAINTAINED AREAS,
MASTER ASSOCIATION MAINTAINED AREAS,
WALLS, AND STORM DRAIN SEE EXHIBIT "C".

PHASE III EXHIBIT "B"




SHT. 5
OF
6

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& Associates**
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Offices: Carlsbad • Irvine • Ontario
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MARINA HILLS TR. 12985



LEGEND

-  DRIVEWAY ACCESS EASEMENT.
-  TRACT BOUNDARY
-  PHASING LINES

FOR SUB ASSOCIATION MAINTAINED AREAS,
MASTER ASSOCIATION MAINTAINED AREAS,
WALLS, AND STORM DRAIN SEE EXHIBIT "C".

PHASE III EXHIBIT "B"

SHT. 6

OF

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