

OR-141497-M

RECORDING REQUESTED BY:  
FIRST AMERICAN TITLE INSURANCE CO.

WHEN RECORDED RETURN TO:

NOSSAMAN, GUTHNER, KNOX  
& ELLIOTT  
Suite 1800  
18101 Von Karman Avenue  
Irvine, California 92715-1007  
Attn: Rensselaer J. Smith IV, Esq.

92-632044

Recorded at the request of  
FIRST AMERICAN TITLE INS. CO.

4:00 P.M. SEP 18 1992

Official Records  
Orange County, California  
*Lee A. Branch* Recorder

Title:	57
GS	57
7 Add.	\$
Page	5
Lien No	\$
Other	\$
Total Fee	\$ 24
D.F.T.	
PCOB	
REC	
RDE-16	

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. 11

Phase 2  
Tract 13256  
Lots 7 through 16

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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SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
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OF  
SINGLE FAMILY DETACHED PROJECT  
INTO  
MARINA HILLS PLANNED COMMUNITY  
AND INTO  
DELEGATE DISTRICT NO. 11

THIS 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. 11 ("Declaration") is made this 8th day of September, 1992, by Monarch Communities of California, 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. 11, which was recorded on August 4, 1992, as Instrument No. 92-0521703, in the Official Records of Orange County, California (the "Declaration of Annexation"), covering the real property then located in the unincorporated territory of the County of Orange, State of California, described in the Declaration of Annexation ("Annexed Land");

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 that certain real property in the City of Laguna Niguel, County of Orange, State of California, described as follows (the "Annexable Area"):

Lots 7 through 16, inclusive, of Tract No. 13256 as shown on Map filed in Book 610, Pages 5 to 8, inclusive, of Miscellaneous Maps in the Office of the Recorder 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 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. 11, 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**

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**  
**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 VI**  
**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 VII**  
**ASSESSMENT OBLIGATIONS**

The rights and obligations of the Owners of Lots in the Annexed Land 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 Annexed Land 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 Annexed Land 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.

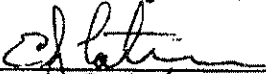
**Section 8.6. Attorneys' Fees:** In the event an action is instituted against an Owner to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' fees and 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 may be exercised by any Owner, by the Master Association, or its successors-in-interest, or by the City of Laguna Niguel 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.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunder set its hand on the day and year first above written.

MONARCH COMMUNITIES OF CALIFORNIA,  
a California corporation

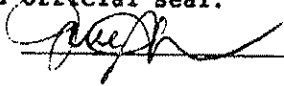
By:   
Name: E. J. Latimer  
Title: President

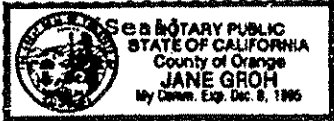
By:   
Name: Brian Johnston  
Title: Vice President

STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE ) ss.

On SEPTEMBER 8, 1992, 1992, before  
me, JANE GROH, personally appeared E.J. LATIMER,  
personally known to me or proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed  
to the within instrument and acknowledged to me that he/she  
executed the same in his/her authorized capacity, and that by  
his/her signature on the instrument he/she, or the entity upon  
behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

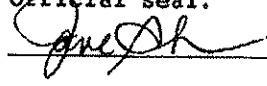
  
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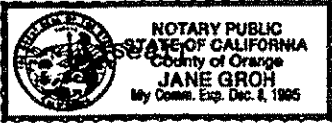


STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE ) ss.

On SEPTEMBER 8, 1992, 1992, before  
me, JANE GROH, personally appeared BRIAN JOHNSTON,  
personally known to me or proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed  
to the within instrument and acknowledged to me that he/she  
executed the same in his/her authorized capacity, and that by  
his/her signature on the instrument he/she, or the entity upon  
behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_

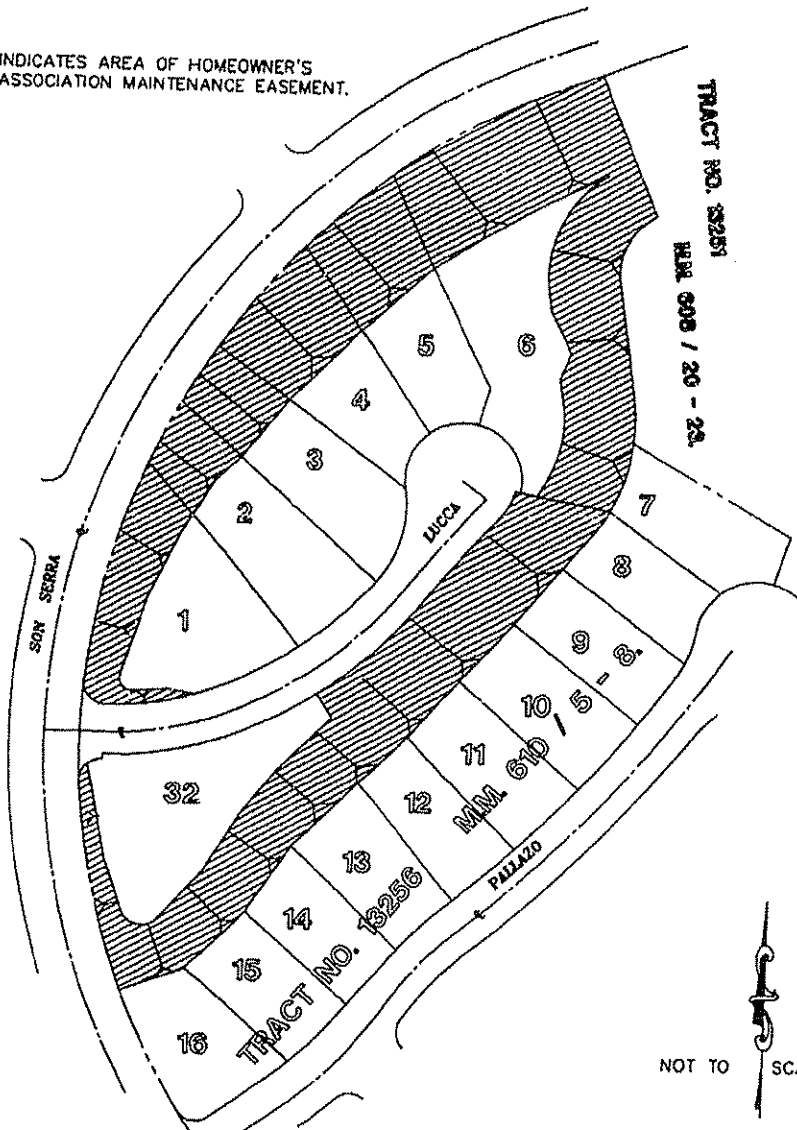


# EXHIBIT "A"

HOMEOWNER'S ASSOCIATION MAINTENANCE EASEMENT  
LOTS 7-16 TRACT No. 13256



INDICATES AREA OF HOMEOWNER'S ASSOCIATION MAINTENANCE EASEMENT.



NOT TO SCALE



**Hunsaker**  
**Associates Irvine, Inc.**  
Planning • Engineering • Surveying  
Three Hughes • Irvine, Calif. 92718 • (714)583-1010

SHEET 1 OF 1 SHEET  
15 SEPTEMBER 1992  
W.O. 1102-1  
CLW

92-880703

RECORDING REQUESTED BY:  
FIRST AMERICAN TITLE INSURANCE  
COMPANY

WHEN RECORDED RETURN TO:  
NOSSAMAN, GUTHNER, KNOX  
& ELLIOTT  
Suite 1800  
18101 Von Karman Avenue  
Irvine, California 92715-1007  
Attn: Rensselaer J. Smith IV, Esq.

Recorded at the request of:  
FIRST AMERICAN TITLE INS. CO.

4:00  
P.M. DEC 23 1992

Official Records  
Orange County, California  
*Lee A. Branch, Recorder*

2 Titles	\$
@ \$ 5-	10-
\$ Add.	\$
Pa @ \$ 3-	24-
Lien No.	\$
Other	\$
Total Rec. Fees	\$ 34-
D.T.T.	\$
PCOR	\$
SMF	\$
RDE-2	

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. 11

Phase 2  
Tract 13256  
Lots 7 through 16

THIS INSTRUMENT FILED FOR RECORD BY  
FIRST AMERICAN TITLE INSURANCE COMPANY AS AN  
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OR-143867-M

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SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
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OF  
SINGLE FAMILY DETACHED PROJECT  
INTO  
MARINA HILLS PLANNED COMMUNITY  
AND INTO  
DELEGATE DISTRICT NO. 11

THIS 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. 11 ("Declaration") is made this 15th day of December, 1992, by Monarch Communities of California, a California corporation ("Declarant").

THIS DECLARATION CANCELS AND SUPERSEDES THAT CERTAIN 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. 11 RECORDED ON SEPTEMBER 18, 1992, AS INSTRUMENT NO. 92-632044 IN THE OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA (THE "SUPERSEDED DECLARATION"). DECLARANT DECLARES THAT AT THE TIME OF THE RECORDATION OF THE SUPERSEDED DECLARATION, DECLARANT WAS THE OWNER OF THE PROPERTY ENCUMBERED BY THE SUPERSEDED DECLARATION AND THAT SUCH PROPERTY HAS NOT BEEN CONVEYED TO ANY OTHER PERSON PRIOR TO THE EXECUTION HEREOF. IT IS HEREBY DECLARED BY DECLARANT THAT THE SUPERSEDED DECLARATION HAS NO FORCE OR EFFECT FROM THE DATE OF RECORDATION HEREOF. THE RIGHTS AND INTERESTS OF THE MASTER ASSOCIATION, OWNERS OR ANY OTHER PERSONS OR ENTITIES DESCRIBED IN THE SUPERSEDED DECLARATION SHALL HEREAFTER BE DETERMINED PURSUANT TO THIS DECLARATION.

This Declaration is made 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. 11, which was recorded on December 9, 1992, as Instrument No. 92-844904 in the Official Records of Orange County, California (the "Declaration of Annexation"), covering the real property located in the City of Laguna Niguel, County of Orange, State of California described in the Declaration of Annexation (the "Annexed Land");

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 that certain real property in the City of Laguna Niguel, County of Orange, State of California, described as follows (the "Annexable Area"):

Lots 7 through 16, inclusive, of Tract No. 13256 as shown on Map filed in Book 610, Pages 5 to 8, inclusive, of Miscellaneous Maps in the Office of the Recorder 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 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. 11, 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**

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**  
**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 VI**  
**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 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.

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 may be exercised by any Owner, by the Master Association, or its successors-in-interest, or by the City of Laguna Niguel 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. Superseded Declaration Cancelled. The Superseded Declaration shall be and hereby is terminated and rendered null, void and of no further force or effect. As stated above, this Declaration cancels and supersedes the Superseded Declaration in its entirety.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration on the day and year first above written.

MONARCH COMMUNITIES OF CALIFORNIA,  
a California corporation

By: 

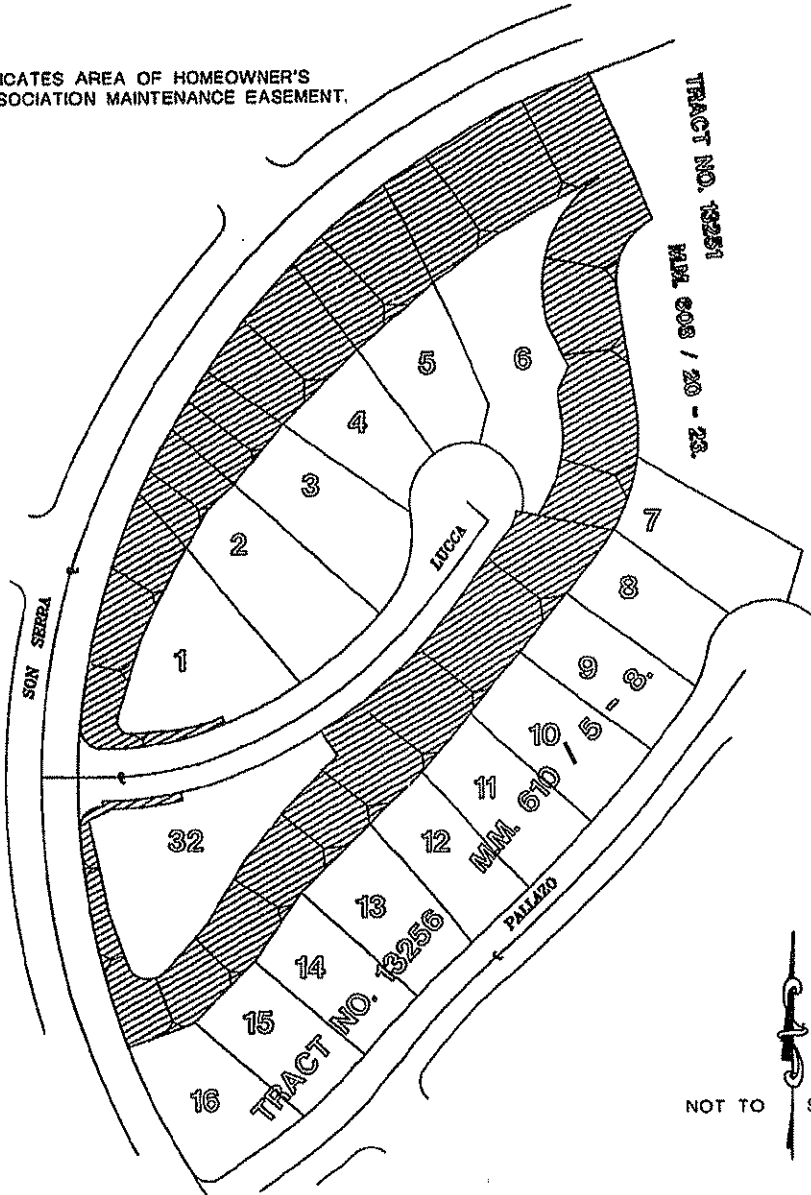
R. Gordon Craig,  
Vice President



# EXHIBIT "A"

HOMEOWNER'S ASSOCIATION MAINTENANCE EASEMENT  
LOTS 7-16 - TRACT No. 13256

 INDICATES AREA OF HOMEOWNER'S ASSOCIATION MAINTENANCE EASEMENT.



NOT TO SCALE

**Hunsaker & Associates Irvine, Inc.**  
Planning • Engineering • Surveying  
Three Hughes • Irvine, Calif. 92718 • (714)688-1010

SHEET 1 OF 1 SHEET  
SEPTEMBER 15, 1992  
W.O. 1102-1  
CLW  
REV. DECEMBER 7, 1992

92-880704

RECORDING REQUESTED BY:  
FIRST AMERICAN TITLE INSURANCE  
COMPANY

Recorded at the request of  
FIRST AMERICAN TITLE INS. CO.

4:00 P.M. DEC 23 1992

Official Records  
Orange County, California  
*De A. Branch* Recorder

WHEN RECORDED RETURN TO:  
NOSSAMAN, GUTHNER, KNOX  
& ELLIOTT  
Suite 1800  
18101 Von Karman Avenue  
Irvine, California 92715-1007  
Attn: Rensselaer J. Smith IV, Esq.

2 Titles	\$
@ \$ 5-	10-
% Add.	\$
Pg @ \$ 2-	24-
Lien No.	\$
Other	\$
Total Rec. Fees	\$ 34-
D.T.I.	\$
PCOR	\$
SMF	\$
RDE-2	

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. 11

Phase 3  
Lots 17 through 24  
of Tract 13256  
and Parcels 4 through 10  
of Lot Line Adjustment LL 89-049

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012-143867-M

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OF  
SINGLE FAMILY DETACHED PROJECT  
INTO  
MARINA HILLS PLANNED COMMUNITY  
AND INTO  
DELEGATE DISTRICT NO. 11

THIS 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. 11 ("Declaration") is made this 15th day of December, 1992, by Monarch Communities of California, a California corporation ("Declarant").

THIS DECLARATION CANCELS AND SUPERSEDES THAT CERTAIN 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. 11 RECORDED ON OCTOBER 22, 1992, AS INSTRUMENT NO. 92-717851 IN THE OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA (THE "SUPERSEDED DECLARATION"). DECLARANT DECLARES THAT AT THE TIME OF THE RECORDATION OF THE SUPERSEDED DECLARATION, DECLARANT WAS THE OWNER OF THE PROPERTY ENCUMBERED BY THE SUPERSEDED DECLARATION AND THAT SUCH PROPERTY HAS NOT BEEN CONVEYED TO ANY OTHER PERSON PRIOR TO THE EXECUTION HEREOF. IT IS HEREBY DECLARED BY DECLARANT THAT THE SUPERSEDED DECLARATION HAS NO FORCE OR EFFECT FROM THE DATE OF RECORDATION HEREOF. THE RIGHTS AND INTERESTS OF THE MASTER ASSOCIATION, OWNERS OR ANY OTHER PERSONS OR ENTITIES DESCRIBED IN THE SUPERSEDED DECLARATION SHALL HEREAFTER BE DETERMINED PURSUANT TO THIS DECLARATION.

This Declaration is made 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. 11, which was recorded on December 9, 1992, as Instrument No. 92-844904 in the Official Records of Orange County, California (the "Declaration of Annexation"), covering the real property located in the City of Laguna Niguel, County of Orange, State of California described in the Declaration of Annexation (the "Annexed Land");

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 that certain real property in the City of Laguna Niguel, County of Orange, State of California, described as follows (the "Annexable Area"):

Lots 17 through 24, inclusive, of Tract No. 13256 as shown on Map filed in Book 610, Pages 5 to 8, inclusive, of Miscellaneous Maps, Records of Orange County, California; and

Parcels 4 through 10, 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.

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 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. 11, 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**

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**  
**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 VI**  
**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 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.

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 may be exercised by any Owner, by the Master Association, or its successors-in-interest, or by the City of Laguna Niguel 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. Superseded Declaration Cancelled. The Superseded Declaration shall be and hereby is terminated and rendered null, void and of no further force or effect. As stated above, this Declaration cancels and supersedes the Superseded Declaration in its entirety.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunder set its hand on the day and year first above written.

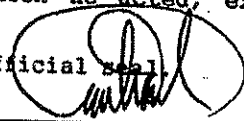
MONARCH COMMUNITIES OF CALIFORNIA,  
a California corporation

By:   
R. Gordon Craig,  
Vice President

STATE OF CALIFORNIA )  
                          ) ss.  
COUNTY OF ORANGE   )

On December 16, 1992, before me, ~~MICHELLE M. MENZEL~~  
personally appeared R. Gordon Craig, personally known to me or  
proved to me on the basis of satisfactory evidence to be the  
person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his authorized  
capacity, and that by his signature on the instrument he, or  
the entity upon behalf of which he acted, executed the  
instrument.

WITNESS my hand and official seal.



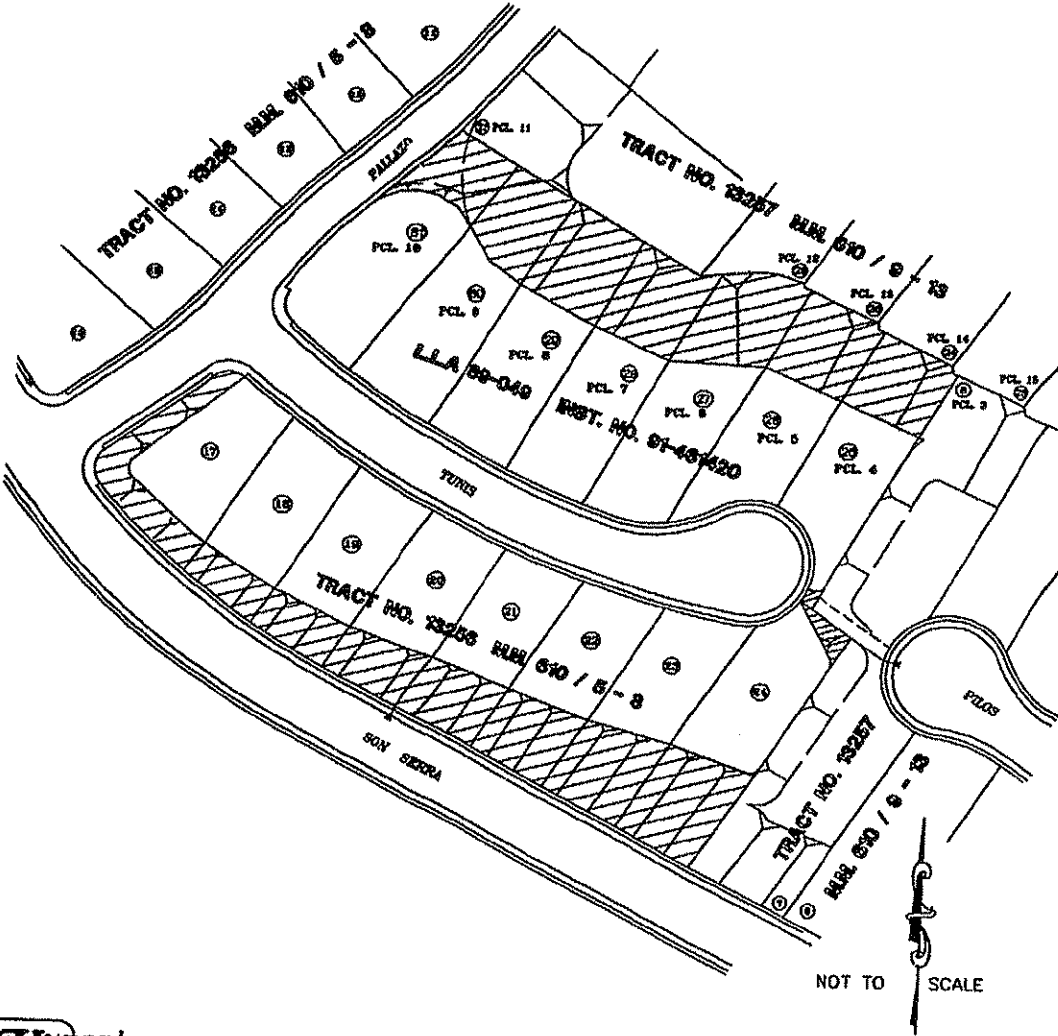
OR1:RS:340

# EXHIBIT "A"

HOMEOWNER'S ASSOCIATION MAINTENANCE EASEMENT  
LOTS 17 - 24, TRACT NO. 13256  
PARCELS 4 - 10, L.L.A. 89-049



INDICATES AREA OF HOMEOWNER'S  
ASSOCIATION MAINTENANCE EASEMENT.



NOT TO SCALE

**Hunsaker**  
**Associates Irvine, Inc.**  
Planning • Engineering • Surveying  
Three Hughes • Irvine, Calif. 92718 • (714)383-1010

SHEET 1 OF 1 SHEET  
15 SEPTEMBER 1992  
W.O. 1102-1  
CLW

PLEASE COMPLETE THIS INFORMATION

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