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(SUPPLEMENTAL CC&R'S)
NOTICE OF ANNEXATION
OF
SINGLE FAMILY DETACHED PROJECT
INTO
MARINA HILLS PLANNED COMMUNITY
AND INTO
DELEGATE DISTRICT NO. 13

Palacio
Phase 4
Tract 13259
Lots 19-30, 32-37

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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NOTICE OF ANNEXATION
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INTO
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DELEGATE DISTRICT NO. 13

THIS DECLARATION OF ANNEXATION ("Declaration") is made this
26th day of July, 1994, 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 Notice of Annexation of Single Family Detached Project into Marina Hills Planned Community and Establishment of Delegate District No. 13, which was recorded on March 31, 1994, as Instrument No. 94-0227107, of the Official Records of Orange County, California (the "Declaration of Annexation"), covering certain real property in the City of Laguna Niguel, County of Orange, State of California, as more particularly 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 the real property in the City of Laguna Niguel, County of Orange, State of California, described as follows (the "Annexable Area"):

Lots 19 through 30, inclusive, 32 through 37, inclusive, and Lot B of Tract No. 13259 as shown on Map filed in Book 610, Pages 18 through 22, 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 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 for the sale of a Lot within the Annexable Area to a member of the homebuying public (the "Effective Date"). Upon the Effective Date, 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 the Master Declaration.

ARTICLE II.
ELECTION OF DELEGATE

Upon the Effective Date, the Annexable Area shall be added to and shall thus comprise a part of Delegate District No. 13, as defined in the Declaration of Annexation. Therefore, the Owner

of a Lot 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

3.1 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 as shown on Exhibit "A" attached hereto.

3.2 Conveyance to Master Association. Declarant hereby covenants for itself, its successor and assigns that fee simple title to Lot B of Tract 13259 shall be conveyed to the Master Association prior to close of escrow for the sale of the first Lot in Phase 4 to an Owner and shall thereafter be classified as Master Association Maintenance Area to be maintained by the Master Association pursuant to the terms of 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 for dedications, easements, conditions and reservations then of record, including those set forth in this Declaration, the Declaration of Annexation and the Master Declaration.

ARTICLE IV.

PARTY WALLS AND FENCES

Each wall or fence which is built as a part of the original construction of the Dwelling Unit 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 V.
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 VI.
GENERAL PROVISIONS

Section 6.1. 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 6.2. 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 6.3. 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 6.4. 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 6.5. Singular Includes Plural: Whenever the context of this Declaration requires it, the singular shall include the plural and the masculine shall include the feminine.

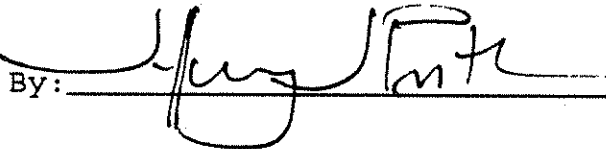
Section 6.6. Attorneys' Fees: In the event an action is instituted against an Owner to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorneys' fees and costs of such action, which attorneys' fees and costs shall also be added to such Owner's assessments.

Section 6.7. 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 City or other affected governmental entity. Such remedy shall be deemed cumulative and not exclusive.

Section 6.8. 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.

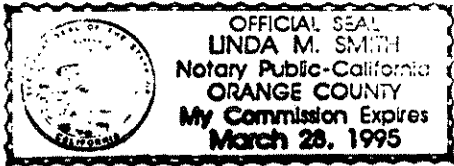
TAYLOR WOODROW HOMES CALIFORNIA
LIMITED, a California corporation

By: 

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On July 26, 1994, 1994, before me, Linda M. Smith,
personally appeared Jeffrey J. Prostor,
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s) or the entity upon behalf of which the
person(s) acted, executed the instrument.

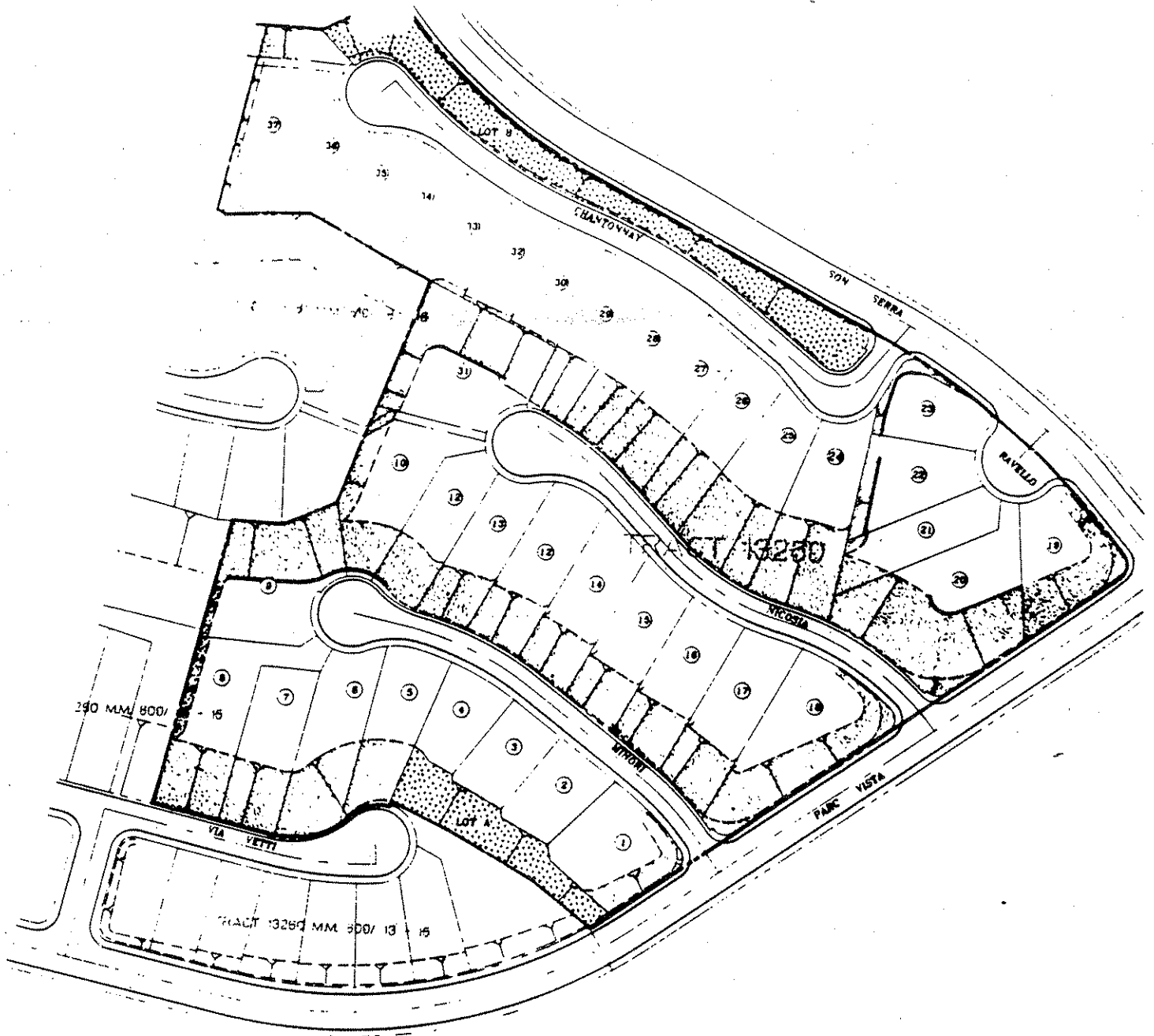
WITNESS my hand and official seal.



Signature Linda M. Smith

Notary Seal

EXHIBIT "A"
Master Association Maintenance Areas



LEGEND



HOA COMMON AREA LOT



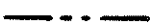
HOA SLOPE MAINTENANCE RESPONSIBILITY



RETAINING WALL



LOT NUMBER



TRACT BOUNDARY

PREPARED FOR:
TAYLOR WOODROW HOMES
 24481 RIDGE ROUTE
 LAGUNA HILLS, CA.
 PHONE: (714) 581-2626

"MARINA HILLS"

**SLOPE & COMMON AREA
 MAINTENANCE
 EXHIBIT TRACT 13259**

