

90-294086

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO.

WHEN RECORDED RETURN TO:

Meserve, Mumper & Hughes
18500 Von Karman Avenue, Suite 600
Irvine, California 92715

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

Attn: Timothy L. Randall, Esq.

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-300 PM JUN 1 '90

Lee A. Branch RECORDER

FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND NOTICE OF ANNEXATION OF
SINGLE FAMILY ATTACHED PROJECT
INTO
MARINA HILLS PLANNED COMMUNITY
AND ESTABLISHMENT OF
DELEGATE DISTRICT NO. 9.

Monaco II
Phase 1
Tract 13912
Lots 1-34

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

FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND NOTICE OF ANNEXATION OF
SINGLE FAMILY ATTACHED PROJECT
INTO
MARINA HILLS PLANNED COMMUNITY...
AND ESTABLISHMENT OF
DELEGATE DISTRICT NO. 9

THIS FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND NOTICE OF ANNEXATION OF SINGLE FAMILY ATTACHED PROJECT INTO MARINA HILLS PLANNED COMMUNITY AND ESTABLISHMENT OF DELEGATE DISTRICT NO. 9 ("First Amended Declaration") is made this 31st day of May, 1990, by TAYLOR WOODROW HOMES CALIFORNIA LIMITED, a California corporation ("Declarant").

P R E A M B L E

A. Declarant is the owner of that real property located in the County of Orange, State of California, described below ("Annexed Land"):

Lots 1 through 34, inclusive, of Tract No. 13912 as shown on Map filed in Book 654, Pages 13 through 17, of Miscellaneous Maps in the Office of the Recorder of Orange County, California.

B. On May 30, 1990, Declarant caused that certain Supplemental Declaration of Covenants, Conditions and Restrictions and Notice of Annexation of Single Family Attached Project into Marina Hills Planned Community and Establishment of Delegate District No. 9 (the "Supplemental Declaration") to be recorded as Instrument No. 90-287517.

C. The Supplemental Declaration caused the Annexed Land to be annexed into and become a part of the Marina Hills Planned Community.

D. Declarant desires to amend certain portions of the Supplemental Declaration as more particularly described herein.

NOW, THEREFORE, Declarant hereby declares that the Annexed Land and all of said lots described above shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to the Supplemental Declaration, as amended by this First Amended Declaration, and the Master

Declaration (as defined in the Supplemental Declaration) all in accordance with the following:

1. Paragraph D of the Preamble to the Supplemental Declaration shall be amended to change the reference therein to "forty (40) single family attached homes and related amenities" to "thirty-four (34) single family attached homes and related amenities".

2. The "Annexable Land" as set forth and defined in Section 1.1 of the Supplemental Declaration, shall be specifically, mean and refer to, the real property described as follows:

Lots 35 through 93, inclusive, and Lots A and B of Tract 13912 as shown on Map filed in Book 654 Pages 13 through 17, of Miscellaneous Maps in the Office of the Recorder of Orange County, California.

3. Except as specifically set forth herein, all of the terms and conditions of the Supplemental Declaration shall remain unchanged and in full force.

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: 

R. Gordon Craig
Vice-President

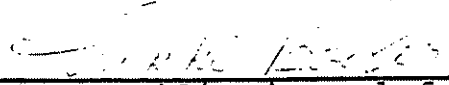
By: 

Carsten M. Schnepel
Secretary

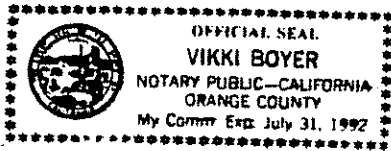
STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On this _____ day of _____, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. GORDON CRAIG and CARSTEN M. SCHNEPEL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as the Vice-President and Secretary, respectively, on behalf of TAYLOR WOODROW HOMES CALIFORNIA LIMITED, the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Notary Public in and for said
County and State



90-287517

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO.

WHEN RECORDED RETURN TO:

Meserve, Mumper & Hughes
18500 Von Karman Avenue, Suite 600
Irvine, California 92715

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-12:45 PM MAY 30 '90

Attn: Timothy L. Randall, Esq.

\$48⁰⁰
C14

Lee A. Branch RECORDER

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND NOTICE OF ANNEXATION OF
SINGLE FAMILY ATTACHED PROJECT
INTO
MARINA HILLS PLANNED COMMUNITY
AND ESTABLISHMENT OF
DELEGATE DISTRICT NO. 9

Monaco II
Phase 1
Tract 13912
Lots 1-34

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SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
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SINGLE FAMILY ATTACHED PROJECT
INTO
MARINA HILLS PLANNED COMMUNITY
AND ESTABLISHMENT OF
DELEGATE DISTRICT NO. 9

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND NOTICE OF ANNEXATION OF SINGLE FAMILY ATTACHED PROJECT INTO MARINA HILLS PLANNED COMMUNITY AND ESTABLISHMENT OF DELEGATE DISTRICT NO. 9 ("Supplemental Declaration") is made this 25th day of May, 1990, by TAYLOR WOODROW HOMES CALIFORNIA LIMITED, a California corporation, ("Declarant").

P R E A M B L E

A. Declarant is the owner of that real property located in the County of Orange, State of California, described below ("Annexed Land"):

Lots 1 through 34, inclusive, of Tract No. 13912 as shown on Map filed in Book 654, Pages 13 through 17, of Miscellaneous Maps in the Office of the Recorder of Orange County, California.

B. The Annexed Land is part of the Annexable Area as defined in that certain Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Marina Hills Planned Community, defined below ("Master Declaration").

C. Declarant herein is also the "Declarant," as defined in the Master Declaration and, in cooperation with the County of Orange, has created a master plan for the development of the real property covered by the Master Declaration ("Master Development Plan").

D. In furtherance of the Master Development Plan for the properties as described in the Master Declaration, Declarant has improved or intends to improve the Annexed Land by causing to be constructed thereon forty (40) single family attached homes and related amenities as hereinafter defined (the "Project"), and to cause the Annexed Land to be annexed into and become a part of the Marina Hills Planned Community.

E. Declarant has deemed it desirable to impose a general plan for the improvement and development of the Annexed Land described herein and the adoption and establishment of covenants, conditions and restrictions upon said real property and each and every Lot and portion thereof and upon the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of said Annexed Land.

F. Declarant will convey title to all of said Lots in the Annexed Land subject to the protective covenants, conditions and restrictions hereinafter set forth.

G. Pursuant to Article III of the Master Declaration, Declarant now desires to add the Annexed Land to the Properties as defined in the Master Declaration as Delegate District No. 9.

H. In addition, Declarant shall provide for the annexation of additional properties to be made subject to this Supplemental Declaration.

NOW, THEREFORE, Declarant hereby declares that the Annexed Land is hereby added to and made a part of the Properties subject to the Master Declaration, as Delegate District No. 9. The Annexed Land and all of said Lots described above shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Supplemental Declaration and the Master Declaration, all in accordance with the following:

ARTICLE I DEFINITIONS

All of the terms set forth in Article I of the Master Declaration shall apply to this Supplemental Declaration. In addition, the following terms shall be applicable to this Supplemental Declaration and are defined as follows:

Section 1.1. Annexable Land: "Annexable Land" shall be as defined in the Master Declaration and shall specifically mean and refer to the real property described as follows:

Lots 35 through 72, inclusive, and Lots A and B of Tract 13912 as shown on Map filed in Book 654, Pages 13 through 17, of Miscellaneous Maps in the Office of the Recorder of Orange County, California.

Section 1.2. Building: "Building" shall mean and refer to a building built for residential purposes which contains more than one (1) Dwelling Unit as defined in Section 1.3, below. Though a Building may contain more than one (1) Dwelling Unit, each Dwelling Unit and accompanying yard area shall be located upon a single Lot and no part of a Dwelling Unit or yard area shall be located on any other Lot.

Section 1.3. Dwelling Unit: "Dwelling Unit" shall mean and refer to the originally constructed dwelling unit on a Lot, as constructed by Declarant.

Section 1.4. Master Declaration: "Master Declaration" shall mean and refer to that certain Master Declaration of Covenants, Conditions and Restrictions as recorded on September 3, 1987, as Instrument No. 87-502874, Official Records of Orange County, California, as amended.

ARTICLE II ELECTION OF DELEGATE

Upon the recordation of this Supplemental Declaration, the Annexed Land shall comprise Delegate District No. 9, as defined in the Master Declaration. Therefore, the Owners of Lots in the Annexed Land shall elect a Delegate in accordance with the provisions set forth in the Master Declaration for the election of delegates in those portions of the Properties that are without a Sub-Association.

ARTICLE III ARCHITECTURAL CONTROL

Owners and occupants of any Lots shall be subject to those provisions of the Master Declaration concerning Architectural Control. Without limiting the generality of the foregoing, Owners and occupants shall be required to observe and obey any and all rules and guidelines established for the submission of plans and specifications which may be established or required by the Architectural Committee, as defined and provided in the Master Declaration.

ARTICLE IV EASEMENTS

Section 4.1. Easement of Use and Enjoyment Over Association Property: By the provisions of the Master Declaration, there has been granted to each Member an easement of ingress, egress, use and enjoyment over Association Property, which property, pursuant to the terms of the Master Declaration, is for the common use and enjoyment of the Members of the Master Association. Such easements and each of the

easements provided for herein shall be deemed to be established upon the recordation of this Supplemental Declaration, 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 Supplemental Declaration. In furtherance of the easements provided for in this Supplemental Declaration, the individual grant deeds to Lots may, but shall not be required to, set forth said easements.

Section 4.2. 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 Master 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.

ARTICLE V MASTER ASSOCIATION MAINTENANCE AREAS

Section 5.1. Classification as 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.

Section 5.2. Irrigation System: Declarant hereby grants, for the benefit of the Master Association, easements of access, use and repair over those areas of the Lots in the Annexed Land in which irrigation water lines and other equipment have been actually placed or will be actually placed for purposes of maintaining, replacing and repairing such lines and equipment which provide irrigation water to the Master Association Maintenance Areas.

Section 5.3. Rights and Easements of Master Association: Declarant hereby reserves the right to make any and all cuts and fills on any Lots and to do such grading as in its judgment may be necessary to grade streets and Lots. Each of the Owners of the Lots covenants to permit free access by Declarant and Owners of adjacent Lots to slopes or drainage ways located on any Owner's property when such access is required for the stabilization of such slopes, for the maintenance of the drainage facility, or for the protection and use of property other than the Lot on which the slope or drainage way is located. No change in the established grade or elevation of said Lots and no change in the established slope and ratio of the cuts and fills which alters the established drainage patterns shall be permitted without the prior written consent of the Architectural Committee. No structure, planting or other material shall be placed or permitted to remain, or other activities undertaken on said areas which might damage or interfere with established slope ratios, cause erosion or sliding problems or interfere with established drainage functions or facilities.

ARTICLE VI
PARTY WALLS AND FENCES

Section 6.1. General Rules of Law to Apply: Each wall or fence which is built as a part of the original construction of the homes upon the Annexed Land and placed between the Lots shall constitute a party wall; and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 6.2. Architectural Control: Any and all construction, addition, modification, decoration, redecoration or reconstruction of a party wall shall be subject to those provisions of the Master Declaration concerning architectural control.

Section 6.3. Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 6.4. Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it; and, if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 6.5. Waterproofing: Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6.6. Right to Contribution Runs with Land: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6.7. Arbitration: In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII GENERAL RESTRICTIONS

In addition to those restrictions set forth in the Master Declaration, the Owners shall covenant as follows:

Section 7.1. Single Family Dwellings Only: No building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within the Property, other than a one-family dwelling designed for occupation of not more than one family together with outbuildings hereinafter permitted.

Section 7.2. Projections: No projection of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks. No outside air conditioning units, evaporating coolers, television or radio pole or antenna shall be constructed, erected or maintained on any building or on any Lot or any Common Area, or connected in such manner as to be visible from the outside of any such building, unless constructed thereon by Declarant.

Section 7.3. Television; Radio: No alteration to or modification of the radio and/or television antenna system, as developed by Declarant, shall be permitted; and no Owner may be permitted to construct and/or use and operate his own external radio and/or television antenna.

Section 7.4. Landscaping: Within one hundred eighty (180) days after the conveyance of a Lot to an Owner, the Owner shall landscape the side and back yards of his Lot. In the event of default by an Owner in the performance of this section, Declarant or Master Association shall have the right to enter upon said Lot and remove any weeds, plants, rubbish, debris, objects or materials and do all things necessary to

place the Lot in a neat and orderly condition, including, but not limited to, the installation of lawns and landscaping on yards and slope areas. Any expenses shall constitute Special Assessments, and payment therefor shall become due and payable from the Owner of said Lot to the Master Association within ten (10) days after written demand therefor. Failure to pay the amount of such Special Assessment shall subject the Owner of such Lot to the procedure specified in the Master Declaration whereby the Master Association is empowered to record assessment liens against such Lot and enforce the payment of such Special Assessment.

Section 7.5. Post-Tension Slabs: By acceptance to the Deed to the Lot, each Owner acknowledges and understands that due to certain underlying expansive soil conditions, his Residence has been built using a post-tension concrete system ("System"). The System involves placing steel cables under high tension in the concrete slab foundation located beneath the Residence. Any attempt to alter or pierce the foundation and/or slab (for example, saw cutting, drilling, or installation of subterranean improvements such as new plumbing or a floor safe) could damage the integrity of the System and/or cause serious personal injury or property damage. Each Owner, by acceptance of the Deed to his Lot, hereby agrees that Declarant shall not be responsible for any damage or injury resulting from the alteration of the slab or foundation of the Owner's Residence by the Owner or any employee, agent, family member or representative of the Owner.

Additionally, said expansive soil condition should be taken into consideration before the construction or installation by an Owner (or any of the Owner's contractors or agents) of patios, pools, spas, or any other improvements within Owner's Lot.

Section 7.6. Breach of Declaration: A breach of any of the covenants, conditions or restrictions of this Supplemental Declaration shall not defeat or render invalid the lien of any first Mortgage or deed of trust made in good faith and for value on any Lot of the Annexed Land or any portion thereof, but said covenants and restrictions shall be binding upon and effective against any Owner of any of said Lots whose title is acquired by the foreclosure of any lien or mortgage thereon or sale under any deed of trust given to secure the payment of money.

ARTICLE VIII VIEWS

As originally constructed, certain of the Lots within the Annexed Land have a partial view. A view is defined as that line of sight (which may include within it residences/condominiums or other types of buildings and landscaping)

within the prolongation of the side property lines of a Lot. A view does not include any diagonal or side view and is restricted to that air space directly in line with the prolongation of the side property lines of a Lot. Notwithstanding the above, after the sale of the Lots within the Annexed Land by Declarant to Owners, a view may be impeded or impacted by the improvements or landscaping of another Lot. Any alteration or landscaping of a Lot, after the initial construction of the Lot by Declarant, must be approved by the Architectural Committee in accordance with the Master Declaration. No statements or assurances can be made by Declarant with respect to said construction of future improvements and landscaping that may have an impact upon the view of a Lot and which are approved by said Architectural Committee or are constructed on contiguous property not owned by Declarant.

ARTICLE IX INSURANCE

Each Owner shall be required to obtain and maintain in force the following policies of insurance:

(a) Fire and extended coverage insurance on such Owner's Dwelling Unit, the amount of such insurance to be not less than one hundred percent (100%) of the aggregate full insurable value, meaning actual replacement value.

(b) Bodily injury liability insurance with limits of not less than Three Hundred Thousand Dollars (\$300,000.00) insuring against liability for bodily injury, death and property damage arising from the activities of the Owner.

ARTICLE X DESTRUCTION OF IMPROVEMENTS

If there is a total or partial destruction of the Improvements in the Project, the Improvements shall be promptly rebuilt using insurance proceeds which become available. The Owner of each Dwelling Unit located within a Building that has been totally or partially destroyed shall be obligated to contribute any shortfall in the amount of proceeds available for the reconstruction or restoration of his Dwelling Unit. If any Owner fails or refuses to contribute the amount needed, which is in excess of the available insurance proceeds, the Board may levy a Special Assessment against the Dwelling Unit of such Owner which may be enforced under the lien provisions contained in Article VI of the Master Declaration. If any Owner disputes the amount of the additional contribution that it is required to make, such Owner may contest the amount of the contribution by submit-

ting to the Board within thirty (30) days of the destruction date written objections supported by cost estimates or other information that the Owner deems to be material, and may request a hearing before the Board within fourteen (14) days of the date such objections were submitted, at which hearing he may be represented by counsel. Following such hearing, the Board shall give written notice to the Owner of its decision, including any recommendation that adjustments be made with respect to the amount of the shortfall.

The Owner shall obtain bids from at least three (3) reputable contractors and shall award the repair and reconstruction work to the lowest bidder within sixty (60) days following the date of destruction. The Owner shall have the authority to enter into a written contract with the contractor for such repair and reconstruction within ninety (90) days following the date of destruction, and the insurance proceeds shall be disbursed to the contractor according to the terms of such agreement. It shall be the obligation of the Owner to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date. In any case, each Owner shall have the duty to repair and reconstruct improvements or to cause such repair or reconstruction, irrespective of the amount of available insurance proceeds, in all cases of partial destruction when the estimated cost of repair and reconstruction does not exceed Twenty Thousand Dollars (\$20,000.00). In the event the Owner fails to perform any of its obligations under this section, the Board is expressly empowered and shall have the obligation to take such action on the Owner's behalf. The Board is expressly empowered to levy a Special Assessment for the cost of repairing and reconstructing Improvements to the extent insurance proceeds are unavailable, such assessment to be levied as described in Section 6.6 of the Master Declaration.

ARTICLE XI ANNEXATION

Section 11.1. By Declarant: If Declarant, its successors or assigns shall develop additional lands within the area described as the Annexable Land in conformance with a detailed plan or phased development submitted to the California Department of Real Estate with the application for a Public Report for the first phase of the Project, Declarant and its successors and assigns shall have the right to annex the Annexable Land or any part thereof to the Annexed Land, and to bring the Annexable Land within the scheme of this Declaration without the approval of the Board or the Members of the Association; provided said right of the Declarant shall terminate on the expiration of three (3) years from the date of issuance by the Department of Real Estate of the State of California of the original Public Report issued with respect to the immediately preceding phase.

Section 11.2. By Others: Except as otherwise provided in Section 11.1, above, additional lands may be annexed to the Property and brought within the scheme of this Declaration upon the approval by vote or written assent of not less than two-thirds (2/3rds) of the voting power of the Members and a majority of the votes of Members other than the Declarant.

Section 11.3. Notice of Annexation: Upon obtaining the requisite approval, the Declarant or owner of any property who desires to annex it to the Annexed Land and add it to the scheme of this Supplemental Declaration, and to subject it to the jurisdiction of the Master Association, shall file of record a Notice of Annexation which shall extend the scheme of the covenants, conditions and restrictions of this Supplemental Declaration to such Annexable Land or to other property and subject it to the jurisdiction of the Master Association. Such Notice of Annexation may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Supplemental Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Supplemental Declaration. In no event, however, shall any Notice of Annexation revoke, modify or add to the covenants and restrictions established by this Supplemental Declaration or other Notices of Annexation in such a way that creates ex post facto covenants, conditions and restrictions within the Property.

Section 11.4. Cross-Easements: Subject to the provisions contained herein:

(a) Declarant hereby reserves, for the benefit of and appurtenant to the Lots hereinafter located on the Annexable Land and their respective Owners, nonexclusive easements to use the Common Area in the Project pursuant to and in the manner set forth in this Declaration to the same extent and with the same effect as if each of the Owners of a Lot in said Annexable Land owned or enjoyed an undivided interest in the Common Area and were a Member of the Master Association.

(b) Declarant hereby grants, for the benefit of and appurtenant to each Lot in the Annexed Land and their Owners, a nonexclusive easement to use the Common Areas in the Annexable Land or other property annexed to the Annexed Land, as the case may be, pursuant to the provisions of and in the manner prescribed by this Declaration to the same extent and with the same effect as if each of the Owners owned an undivided interest in the Common Area of the property so annexed.

(c) The reciprocal cross-easements set forth herein shall be effective as to said Annexable Land or other annexed property and as to the Annexed Land only at such time as said Annexable Land or other property has been annexed to the Annexed Land by the recording of a Notice of Annexation by Declarant. Prior to such time, the covenants, conditions and restrictions hereof shall not affect the Annexable Land or any other property, nor shall any matter of record affecting such Annexable Land or other property, except a duly recorded Notice of Annexation, affect the Annexed Land.

Section 11.5. Construction Easements: Declarant hereby reserves to itself an easement of ingress, egress and use over the Annexed Land for purposes of constructing, developing and marketing the Annexable Land or other property. Declarant shall enjoy this easement until such time as the construction, development and marketing of the Annexable Land or other property has been completed, but only to the extent as is reasonably necessary. Declarant covenants to repair any damage done to the Annexed Land in the course of its use and enjoyment of this easement.

ARTICLE XII GENERAL PROVISIONS

Section 12.1. Term: The covenants and restrictions of this Supplemental Declaration as they may be amended from time to time shall run concurrently with the Master Declaration as it may be amended from time to time.

Section 12.2. 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 Supplemental 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. Failure by the Master Association, Declarant, 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 12.3. 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 and effect.

Section 12.4. Construction: The provisions of this Supplemental 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 the Association Property, Common Areas and Master Association Maintenance Areas in conjunction with the provisions of the Master Declaration. 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 12.5. Singular Includes Plural: Whenever the context of this Supplemental Declaration requires it, the singular shall include the plural and the masculine shall include the feminine.

Section 12.6. Attorneys' Fees: In the event action is instituted against an Owner to enforce any of the provisions contained in this Supplemental 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. In any action at law or in equity wherein the prevailing party is the Master Association, the Master Association shall be empowered and authorized to obtain the reimbursement of attorneys' fees and costs as Special Assessments against the Lot of such Owner if it so elects.

Section 12.7. Amendments: Unless otherwise provided for herein, this Declaration may be amended only by the affirmative vote or written assent of not less than sixty-seven percent (67%) of the voting power of Owners in the Annexed Land, and not less than a majority of the voting power of Owners in the Annexed Land, excluding the Declarant. If the two-class voting structure provided for in this Declaration is still in effect, amendments to this Declaration may not be made except by the affirmative vote or written assent of not less than sixty-seven percent (67%) of each class; provided, however, that although Declarant has not obtained the Veterans' Administration ("VA") or Federal Housing Administration ("FHA") approval in connection with the development of this Project, such approval may be sought by Declarant. In the event that FHA and/or VA insures or guarantees any mortgage or provides any form of assistance within the purview of such agencies with respect to this project, the following provisions shall become operative:

(a) The following actions will require the prior approval of the FHA and/or VA:

(1) Alteration of any Lot, construction of additional improvements, the establishment of additional licenses, reservations and rights-of-way, or alteration of construction plans and designs by Declarant.

(2) Merger or consolidation or dissolution of the Association.

(3) Any amendment or modification of this Declaration, the Articles or Bylaws.

(4) If the overall development plan submitted to such agencies for project approval and to the Department of Real Estate, does not provide for the annexation of successive phases, any annexation of additional property, all annexations shall be in accordance with the overall development plan approved by such agencies and the California Department of Real Estate.

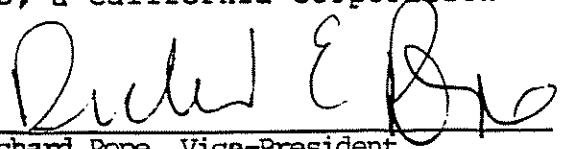
(b) The Master Association shall submit to FHA and/or VA sixty (60) days prior to the beginning of each fiscal year of the Association, for their review and approval, as the case may be, a budget of the expenses for the ensuing fiscal year, on the FHA and/or VA model form of budget, indicating the amount of assessments contemplated for the next fiscal year period.

In the event the FHA, VA, or both, approve the Project as provided herein, if requested to do so by FHA and/or VA, the Board shall be automatically authorized and shall be obligated to execute a Regulatory Agreement on FHA Form No. 3278 in such version then in use or the analogous VA form or both as modified to reflect any peculiarities pertaining to the Property as shall be deemed appropriate by FHA and/or VA.

Section 12.8. County Approval: Notwithstanding anything contained herein to the contrary, so long as any property subject to this Supplemental 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 Supplemental Declaration, based upon whether the Annexed Land, after such termination or amendment, will continue to enjoy adequate provisions for preservation and maintenance of any Common Area and the Master Association Maintenance Areas. No amendment or written agreement purporting to terminate or modify the maintenance provisions of this Supplemental 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

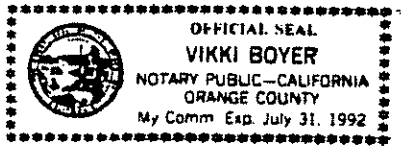
By: 
Richard Pope, Vice-President

By: 
Carsten Schnepel, Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On 2/24/90, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD E. POPE, known to me (or proved on the basis of satisfactory evidence) to be the Vice-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.

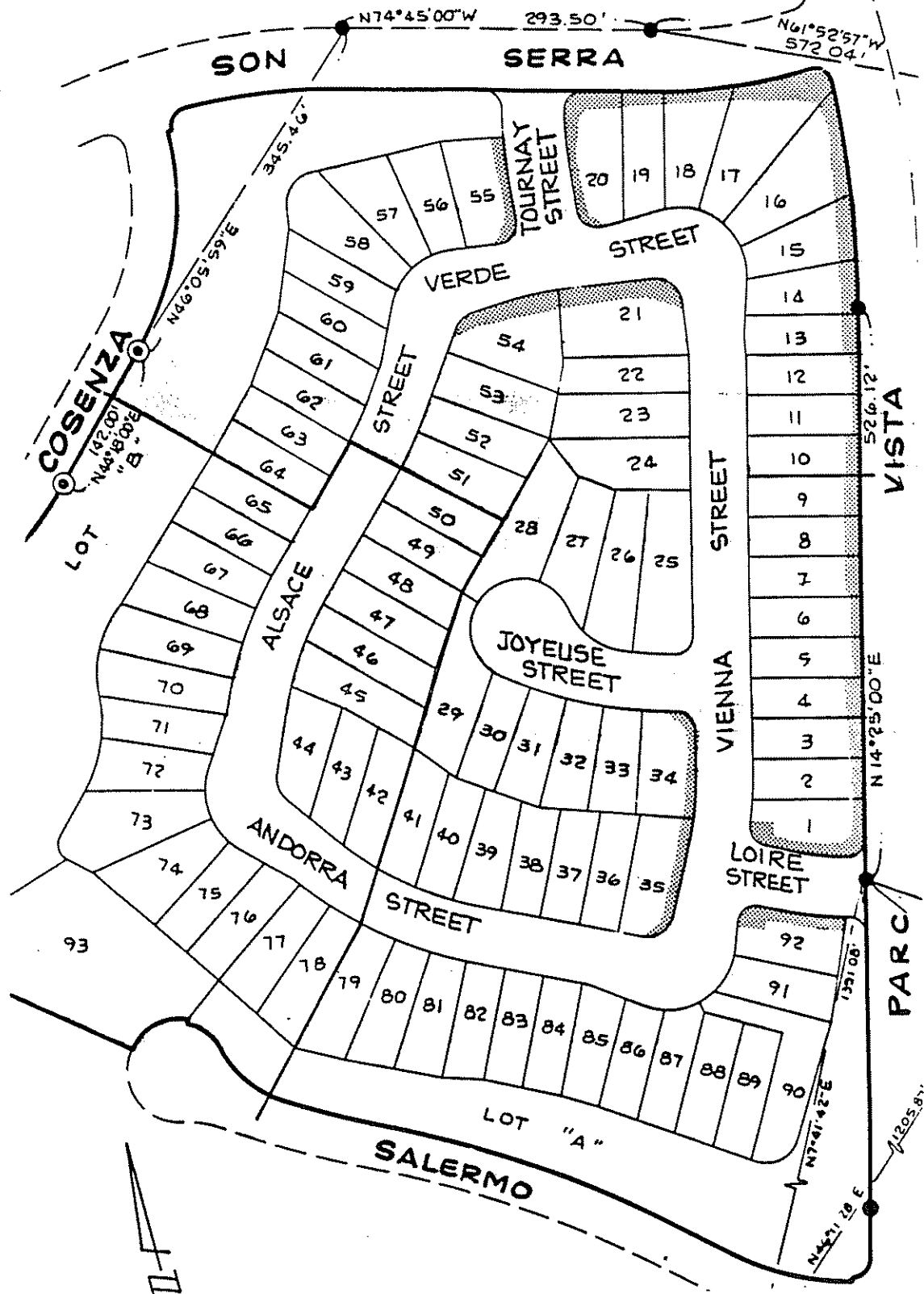


Vikki Boyer
Notary Public in/and for said
County and State

EXHIBIT "A"

Master Association Maintenance Areas

HOME OWNER ASSOC. MAINTAINED SLOPES



VISTA

N 14°25'00" E

PARC

N 7°41'42" E

N 42°21'20" E

1205.81'

1351.08'

526.12'

345.46'

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