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(SUPPLEMENTAL CC&R'S)
NOTICE OF DECLARATION OF ANNEXATION
OF
CONDOMINIUM PROJECT
INTO
MARINA HILLS PLANNED COMMUNITY
AND INTO
DELEGATE DISTRICT NO. 10

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ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

ENCORE PHASE 7
Tract 13940
Lots 1, A and H

FA 123416M PSC

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THIS DECLARATION OF ANNEXATION is made this _____ day of _____, 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 a Supplemental Declaration of Covenants, Conditions and Restrictions and Annexation of Condominium Project into Marina Hills Planned Community and Establishment of Delegation District No. 10, which was recorded March 26, 1992, as Instrument No. 92-186677 in the Official Records of Orange County, California (the "Declaration of Annexation"), covering the real property in the City of Laguna Niguel, County of Orange, State of California, described as follows (the "Annexed Land"):

Lots 3, 8 and 9 and Lettered Lots I and L through N, inclusive, of Tract 13940, as per map filed in Book 683, Page 26, 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 City of Laguna Niguel, County of Orange, State of California, described as follows (the "Annexable Land"):

Lot 1 and Lettered Lots A and H of Tract 13940, as per map filed in Book 683, Page 26 of Maps, in the Office of the County Recorder of Orange County, California.

E. Declarant now desires to divide the Annexable Land into a condominium project as defined in Sections 783 and 1351 of the California Civil Code, and 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 DEFINITION

Unless otherwise noted, capitalized terms shall have the same meaning as set forth in the Master Declaration and the Declaration of Annexation. The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and are defined as follows:

Section 1.1. Common Area: "Common Area" shall mean the entire common interest development, being the Annexable Land, together with all improvements constructed thereon, excepting therefrom the separate interests therein, being the Units, as defined under Section 1351(f) of the California Civil Code, and as more particularly described herein.

Section 1.2. Condominium: "Condominium" shall mean an estate in real property as defined in Section 1351(f) of the California Civil Code, consisting of: (a) a separate interest in space, referred to herein as a Unit, (b) an undivided one-sixth (1/6th) interest as tenant-in-common in the Common Area, (c) certain exclusive and/or non-exclusive easements granted herein to an Owner, and (d) a membership in the Association and the Master Association.

Section 1.3. Condominium Plan: "Condominium Plan" shall mean and refer to that certain Condominium Plan recorded or to be recorded by Declarant on the Annexable Land in the office of the County Recorder of Orange County, California:

Section 1.4. Exclusive Use Common Area: "Exclusive Use Common Area" shall mean and refer to that portion of the

Common Area which is designated herein or in the Condominium Plan for the exclusive use of one of the Owners, in accordance with Section 1351(i) of the California Civil Code. The Exclusive Use Common Area constitutes an exclusive easement appurtenant to its assigned Unit. The Exclusive Use Common Areas which apply to the Annexable Land include Yards, Decks, Driveways, Exterior Stairways and Air Conditioner Pads as defined and shown in the Condominium Plan.

Section 1.5. Garage Airspace: "Garage Airspace" shall mean and refer to that portion of the Unit designated for use as a garage, and shall consist of the interior of each garage airspace and the space encompassed thereby, as more particularly shown and described on the Condominium Plan.

Section 1.6. Residential Airspace: "Residential Airspace" shall mean and refer to that portion of the Unit designated for use as a residence, and shall consist of the interior of each residential airspace and the space encompassed thereby, as more particularly shown and described on the Condominium Plan.

Section 1.7. Unit: "Unit" or "Units" shall mean a separate interest in space as defined in Sections 1351(f) and 1351(l)(2) of the California Civil Code, not owned in common with the Owners of other Units in the Property.

ARTICLE II ANNEXATION

Section 2.1. 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 2.2. 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 the Master Declaration.

ARTICLE III
CREATION OF CONDOMINIUMS

Section 3.1. Creation: Declarant, in order to establish a plan of condominium ownership for the Annexable Land, hereby covenants and agrees that it hereby divides the Annexable Land into the following separate freehold estates:

(a) Six (6) separately designated and legally described Units which are comprised of legally described air parcels which are shown and more particularly described on the Condominium Plan.

(b) A freehold estate consisting of the Common Area which shall be owned by the Owners as tenants in common, and shall be subject to certain easements and restrictions as set forth in the Master Declaration, the Declaration of Annexation, this Declaration and the Condominium Plan.

Section 3.2. Elements of Condominium: Each Condominium shall be comprised of the following elements:

(a) A Unit;

(b) An undivided one-sixth (1/6th) interest as tenant in common in the Common Area;

(c) Non-exclusive easements rights as described in the Master Declaration, the Declaration of Annexation and this Declaration;

(d) Certain exclusive easement rights over the Common Area, defined herein as Exclusive Use Common Areas; and

(e) A membership in the Association and the Master Association.

Section 3.3. Boundaries of Residential Airspace: Each residential airspace is bounded by and contained within the interior unfinished surfaces of perimeter walls, floors, ceilings, windows and doors thereof and the interior surfaces of the firebox of the fireplace, if any, extending from the floor to the top of the fireplace. Each Unit includes both the portion of the building so described and airspace so encompassed, all windows and doors in said Unit (including all locks, handles, latches, screens and weatherstripping), the forced air heating unit, the hot water heater of said Unit, all built-in appliances and fixtures, and the firebox portion of the fireplace in the affected Unit.

The Units do not, however, contain bearing walls, columns, beams, floors, roofs, slabs, foundations, exterior doors and garage doors, landings, exterior stairways, patios, decks, entry area, reservoirs, tanks, pumps, private on-site sewer laterals and lines, drains, common mail box structures, irrigation equipment and other central services, pipes, ducts, flues, chutes, conduits, wires, exterior lighting and other utility installations wherever located (except all utility installations and/or outlets thereof when located within the Units), open parking spaces, pavement, sidewalks, driveways, private drives, perimeter gates, pool, cabana, fences, docks, solar collector panels, Annexable Land perimeter walls, retaining walls, poles, signs, monument signs, and all landscaping located on the Common Area.

The existing physical boundaries of a Unit as constructed, or any Unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries, rather than the metes and bounds (or other description) expressed herein, in the Condominium Plan or instrument of conveyance, regardless of settling or lateral movement of the condominium building and regardless of minor variance between the boundaries shown herein, in the instrument of conveyance and/or in the Condominium Plan, and the actual boundaries of the condominium building.

Section 3.4. Boundaries of Garage Airspace: Each Garage Airspace is bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings and the interior surfaces of the garage door of the garage, the dimensions and elevations of which are shown on the Condominium Plan.

Section 3.5. Non-Severability: Declarant, its successors, assigns and grantees, covenant and agree that the various elements of the Condominium conveyed herewith shall not be separated or separately conveyed, and each such element shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument or conveyance or encumbrance may refer only to the fee title to the Unit.

ARTICLE IV MEMBERSHIP IN ASSOCIATION

Section 4.1. Membership: Every Owner of a Unit which is subject to assessment shall be a Member of the Association and a Member of the Master Association, and ownership of such Unit 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 Units

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 Unit which is subject to assessment.

Section 4.2. 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. 10, as defined in the Declaration of Annexation. Therefore, the Owners of Units 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 V ASSESSMENTS

Section 5.1. Covenant to Pay: The Declarant, for each Unit owned by it within the Annexable Land, hereby covenants and agrees to pay, and each Owner of any Unit 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 5.2. Commencement of Assessments: All assessments payable to the Master Association and the Association shall commence as to all Units in the Annexable Land on the first day of the month following the closing of escrow for the sale of the first Unit to an Owner.

ARTICLE VI EASEMENTS

Section 6.1. Over Annexed Land: The Declarant hereby grants, for the benefit of and appurtenant to each Condominium 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 an undivided interest in the Common Area in the Annexed Land.

Section 6.2. Over Annexable Land: The Declarant hereby grants, for the benefit of and appurtenant to each Condominium in the Annexed Land and their Owners, non-exclusive easements of ingress, egress and use over the Common Area 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 an undivided interest in the Common Area in the Annexable Land.

Section 6.3. Exclusive Use Common Areas: There is hereby reserved and established for certain Owners, various exclusive right-to-use easements over the Common Area, deemed Exclusive Use Common Areas, which are defined and more particularly described in the Declaration of Annexation and Condominium Plan.

ARTICLE VII
MASTER ASSOCIATION MAINTENANCE AREAS:
SUB-ASSOCIATION PROPERTY

Section 7.1. Conveyance to Master Association: Declarant hereby covenants for itself, its successors and assigns that fee simple title to Lot H of Tract 13940 shall be conveyed to the Master Association prior to the close of escrow for the sale of the first Unit in the Project to an Owner, and shall thereafter be 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. 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 dedications, easements, conditions and reservations then of record, including those set forth in this Declaration, the Declaration of Annexation and the Master Declaration.

Section 7.2. Conveyance to Association: Declarant hereby covenants for itself, its successors and assigns, that fee simple title to Lot A of Tract 13940 shall be conveyed to the Association prior to the close of escrow for the sale of the first Unit in the Project to an Owner, and shall thereafter be classified as Sub-Association Property. In the event that fee simple title of 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 for dedications, easements, conditions and reservations then of record, including those set forth

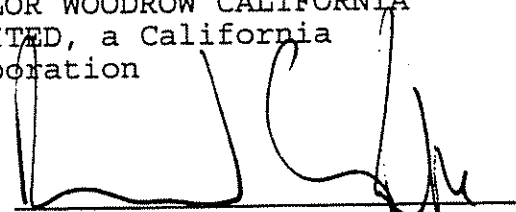
in this Declaration, the Declaration of Annexation and the Master Declaration. For purposes of this section, easements for utilities and any easement in favor of the general public over sidewalks or bicycle pathways conveyed to the Association for ingress to and egress from any sales office or model home complex of Declarant, shall not constitute a lien or encumbrance, and shall not preclude the conveyance to the Association of such property.


ARTICLE VIII
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 had been recorded directly against the Annexable Land.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunder set its hand this 8th day of March, 1994.

TAYLOR WOODROW CALIFORNIA
LIMITED, a California
corporation

By: 
Richard E. Pope, President

By: 
Jeffrey J. Prostor, Asst. Secretary

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On March 8, 1994, before me,
Linda M. Smith, personally appeared
Richard E. Pope & Jeffrey J. Prostor, personally known
to me (or proved to me on the basis of satisfactory evi-
dence) 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

