

88-574893

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INS. CO.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA

PETTIS, TESTER, KRUSE & KRINSKY  
2301 Dupont Drive, 5th Floor  
Irvine, California 92715  
Attn: Ms. Dorothy A. Urbanec

-2 35 PM NOV - 8 '88

\$47.00  
C6

*Lee A. Branch* COUNTY  
RECORDER

Space Above This Line For Recorder's Use

SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THE ARROYO

PHASE 1

ORANGE COUNTY, CALIFORNIA

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDI-  
TIONS AND RESTRICTIONS (hereinafter "Supplementary Declara-  
tion") is made this 29th day of September, 1988, by Rancho  
Santa Margarita Joint Venture, a California General Partner-  
ship, its successors and assigns ("Company") and The  
Fieldstone Company, a California corporation, its successors  
and assigns ("Participating Builder"), sometimes hereinafter  
collectively referred to as the "Declarant."

R E C I T A L S:

A. Participating Builder is the fee owner of  
certain property in the County of Orange, State of  
California, described as:

Lots 1 to 22, inclusive, and Lots 94 to  
116, inclusive, of Tract No. 11732, as  
per Map filed on May 26, 1988, in Book  
604, Pages 10 to 16, inclusive, of  
Miscellaneous Maps, records of said  
County, and Lots 1 to 44, inclusive, of  
Tract No. 13170, as per Map filed on  
May 26, 1988, in Book 604, Pages 23 to  
30, inclusive, of Miscellaneous Maps,  
records of said County (the "Residential  
Lots");

Lots B, C and E of Tract No. 11732, as  
per Map filed on May 26, 1988, in Book  
604, Pages 10 to 16, inclusive, of  
Miscellaneous Maps, records of said

County; and Lots 87, 88, B, E and F of Tract No. 13170, as per Map filed on May 26, 1988, in Book 604, Pages 23 to 30, inclusive, of Miscellaneous Maps, records of said County.

All of the above described property is hereinafter collectively referred to as the "Annexed Property".

B. The Annexed Property is part of the "Annexation Property" as such term is defined in that certain Declaration of Covenants, Conditions and Restrictions recorded on October 28, 1985, as Instrument No. 85-413883, of Official Records of said County, as amended by the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928, of Official Records of said County, and any amendments thereto (the "Declaration").

C. Declarant now desires that the Annexed Property be conveyed subject to the covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth and as set forth in the Declaration.

NOW, THEREFORE, it is declared as follows:

1. Except as defined herein, and unless the context clearly indicates otherwise, the terms used in this Supplementary Declaration are defined to mean the same as such terms are defined in the Declaration.

2. All of the Annexed Property is hereby made subject to all of the terms, covenants, conditions and provisions as set forth in the Declaration and specifically pursuant to the provisions of the Section entitled "Annexation Without Approval and Pursuant to General Plan" of the Article entitled "Annexations" of the Declaration to all intents and purposes as though said land were a part of the Initial Covered Property.

3. The recordation of this Supplementary Declaration shall constitute and effectuate the annexation of the Annexed Property, making said real property subject to the Declaration and subject to the functions, powers and jurisdiction of SAMLARC as provided in the Declaration, and thereafter said real property shall be part of the Covered Property and all of the Owners of Residences in the Annexed Property shall automatically be Members of SAMLARC and Owners under the Declaration.

4. All rights and easements reserved by the Declarant in the Declaration are hereby reserved over the Annexed Property, and any easements reserved in the Declaration to Company as Declarant for the benefit of Owners in and

to any Community Property are hereby granted to the Participating Builder, together with the right and obligation of such Participating Builder to grant and transfer all of such easements to Owners as provided in the Declaration, including, without limitation, the nonexclusive easement for ingress and egress as such easement is more particularly described in the Section entitled "Certain Easements for Owners" of the Article entitled "Rights of Ownership and Easements" of the Declaration.

5. All obligations of Declarant under the Declaration are hereby extended to the Annexed Property as provided in the Declaration.

6. As provided in the Declaration, Regular Assessments and the entitlement to vote shall commence as to all Owners within the Annexed Property on the first day of the month following the first conveyance of a Residence by Declarant within the Annexed Property.

7. The Residential Lots are hereby designated to belong to The Arroyo Delegate District pursuant to the Section entitled "Establishment of Delegate Districts" of the Article entitled "Membership Voting Rights" of the Declaration.

8. Exhibit "C" attached hereto describes the Community Property (Trails) located within the Annexed Property.

9. The following Exhibit attached hereto describes certain property required to be maintained by SAMLARC pursuant to the Section entitled "Repair and Maintenance by SAMLARC" of the Article entitled "Repair and Maintenance" of the Declaration: Exhibit "F" describing portions of public rights-of-way.

10. The following portions of the Annexed Property are denominated as "Community Property" pursuant to the Sections entitled "Transfer of Title and/or Control" of the Article entitled "Repair and Maintenance" of the Declaration: Lot E of Tract No. 13170.

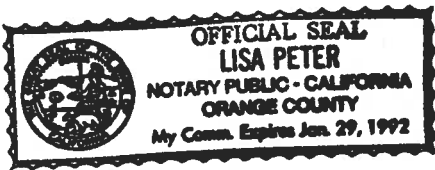


STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On 11-7, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen C. Schrawk and Ronald H. White, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as Senior Vice President and Vice President Secretary, respectively, or on behalf of SANTA MARGARITA REALTY COMPANY, the corporation therein named that executed the within instrument on behalf of RANCHO SANTA MARGARITA JOINT VENTURE, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Lisa Peter  
Notary Public in and for said State



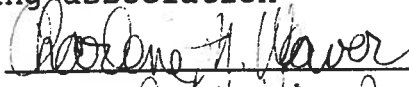
SUBORDINATION



88-574893

The undersigned, as Beneficiary of the beneficial interests in and under that certain Deed of Trust dated September 25, 1987, and recorded on October 30, 1987, as Instrument No. 87-607805, in the Official Records of Orange County, California (the "Deed of Trust"), which Deed of Trust is by and between The Fieldstone Company, a California corporation, as Trustor, and American Securities Company, a corporation, as Trustee, and Wells Fargo Bank, National Banking Association, a national banking association, as Beneficiary, hereby expressly subordinates said Deed of Trust and its beneficial interests thereunder to the Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration"), described in the foregoing Supplementary Declaration of Covenants, Conditions and Restrictions ("Supplementary Declaration"), and to all maintenance and other easements to be conveyed to SAMLARC in accordance with the Declaration or the Supplementary Declaration. By executing this Subordination, the undersigned agrees that should the undersigned acquire title to all or any portion of the Annexed Property by foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure or any other remedy in or relating to either of the Deed of Trust, the undersigned will acquire title subject to the provisions of the Declaration and the Supplementary Declaration, which shall remain in full force and effect.

Dated: October 4, 1988.

WELLS FARGO BANK, NATIONAL  
BANKING ASSOCIATION, a national  
banking association

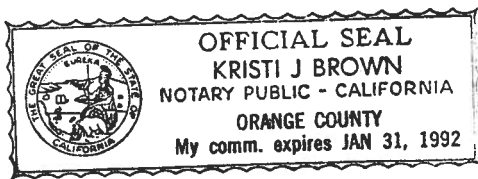
By:   
Its: Asst. Vice President

By:   
Its: 

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

on October 5, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Charlene M. Weaver and Dale Van Lahn, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument as Asst. Vice President and Vice President, respectively, or on behalf of WELLS FARGO BANK, NATIONAL BANKING ASSOCIATION, a national banking association, the association therein named and acknowledged to me that the association executed it.

WITNESS my hand and official seal.



Kristi J Brown  
Notary Public in and for said State







88-574893

EXHIBIT "C"

Lot E of Said Tract No. 13170

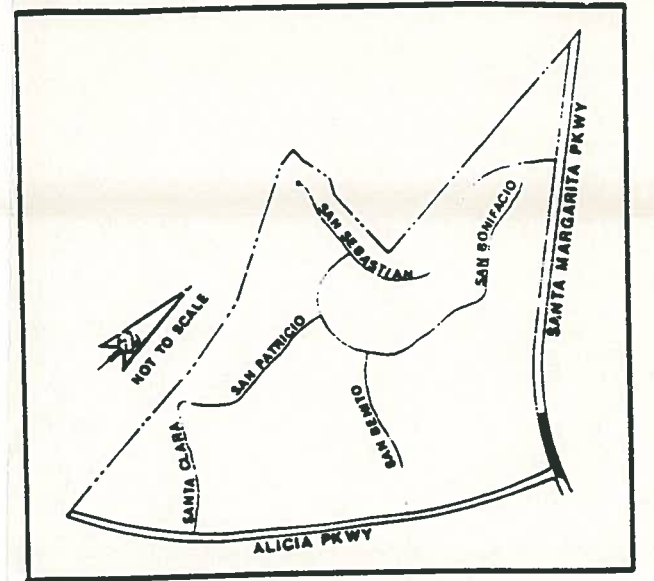
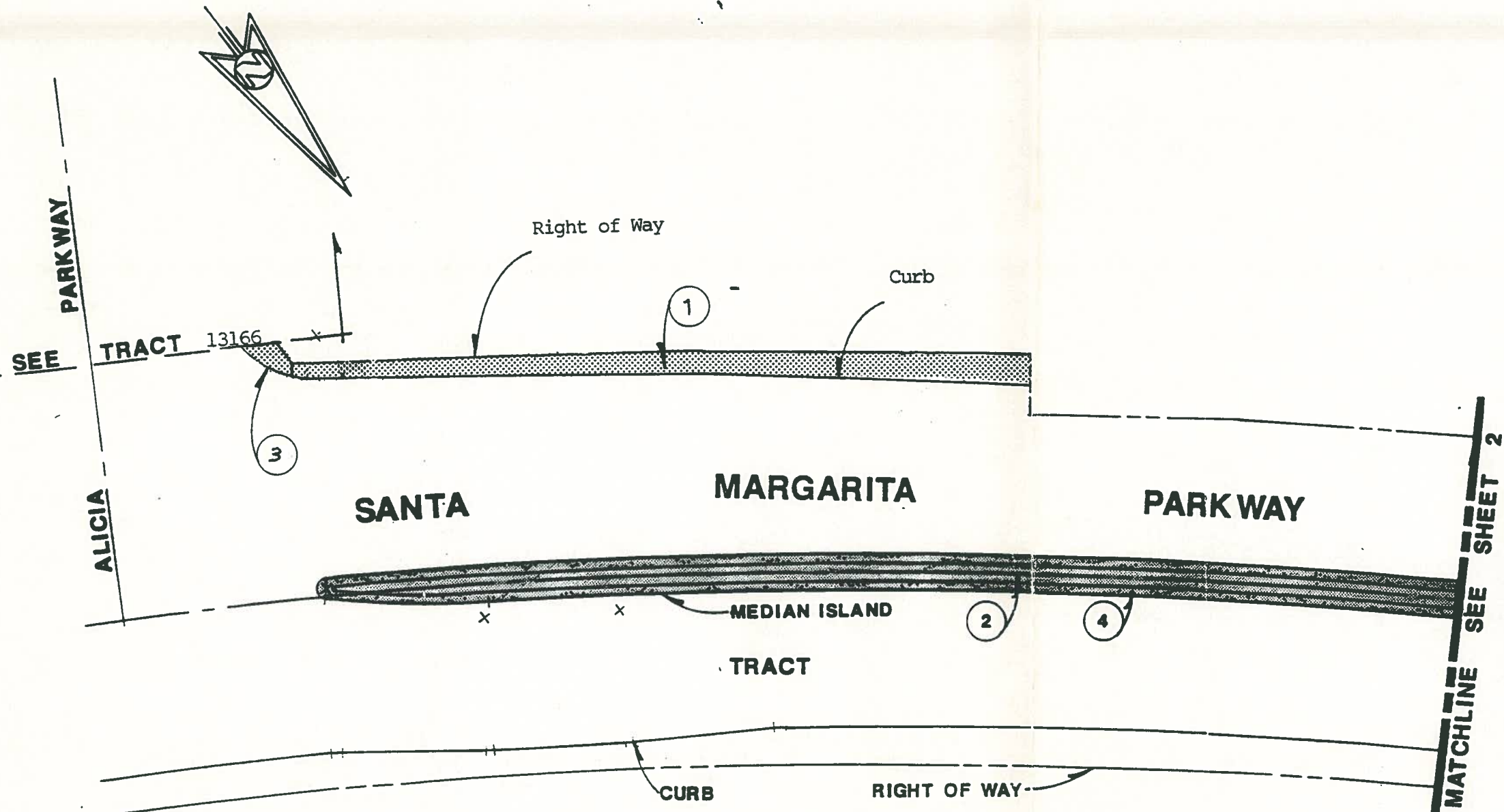
88-574893

EXHIBIT "F"

Drawing Describing Maintenance Areas  
Within Public Rights-Of-Way

88-574893

88-574893



VICINITY MAP

**LEGEND**

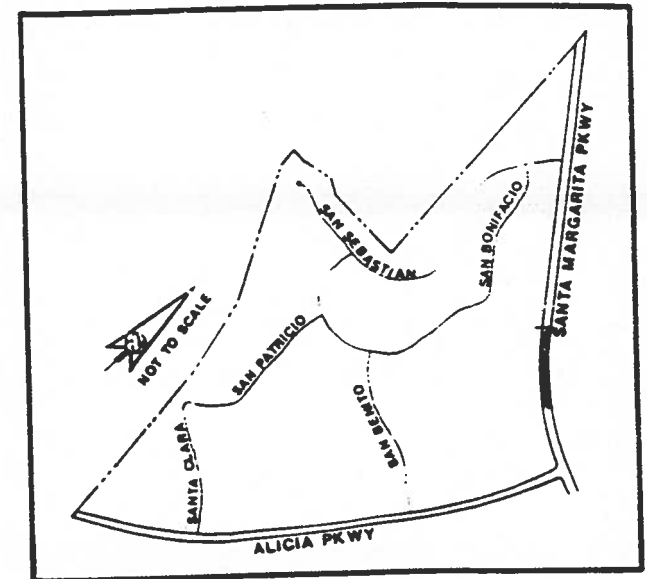
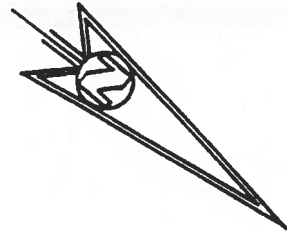
Maintenance within the public right of way.

Concrete

Maintenance Corporation maintenance obligations shall be:

- ① Maintenance of landscaping between curb and right of way.
- ② Maintenance of landscaping within median island.
- ③ Maintenance of sidewalk between curb and right of way line which exceeds maintenance by the County of Orange.
- ④ Maintenance of hardscape within the median island which exceeds maintenance by the County of Orange.

TRACT NO. 13165  
EXHIBIT F  
MAINTENANCE WITHIN  
PUBLIC RIGHT OF WAY



VICINITY MAP

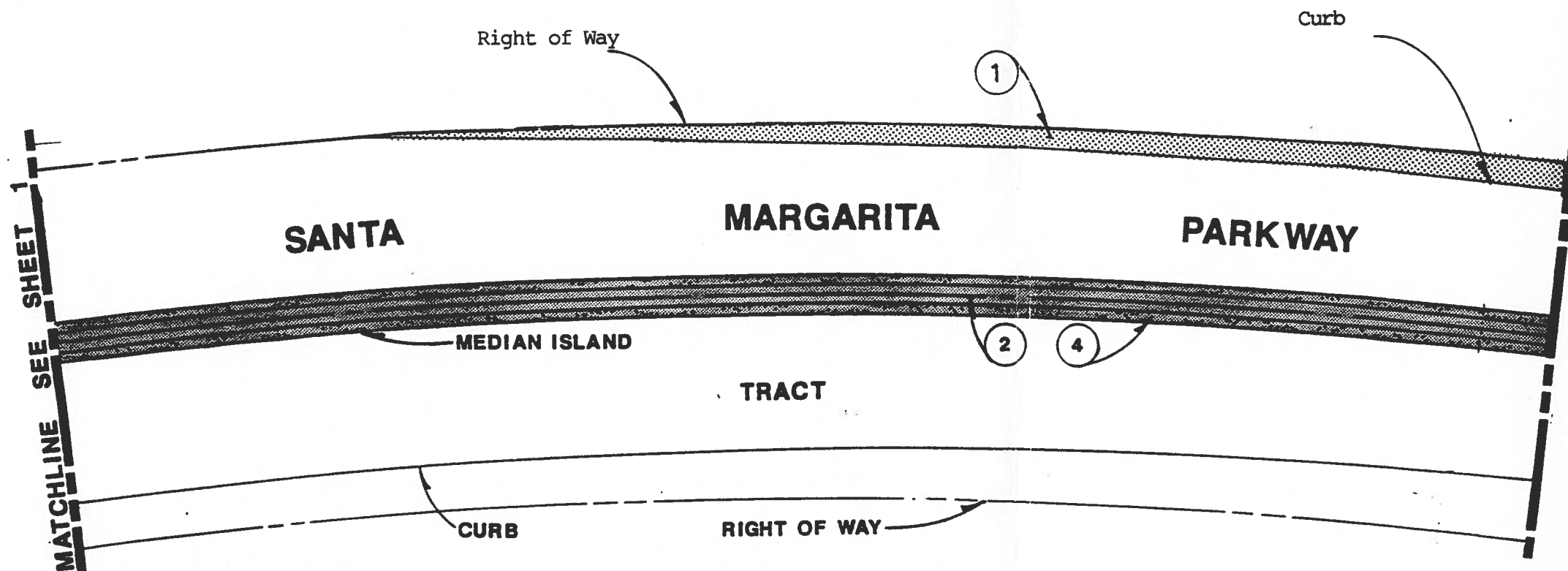
LEGEND

Maintenance within the public right of way.

Concrete

Maintenance Corporation maintenance obligations shall be:

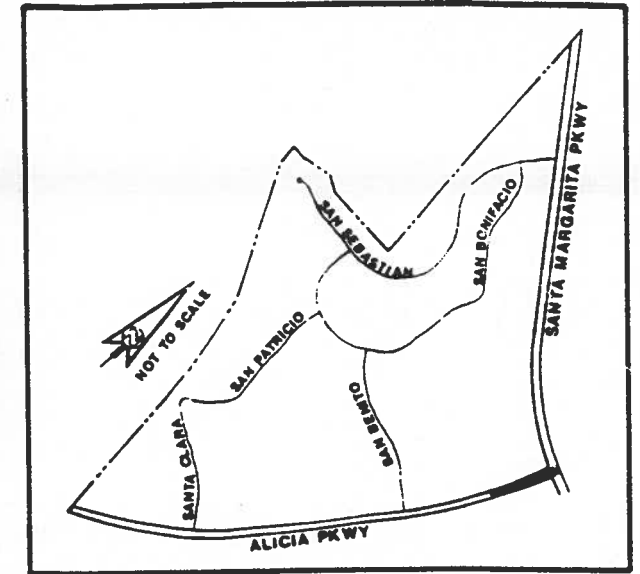
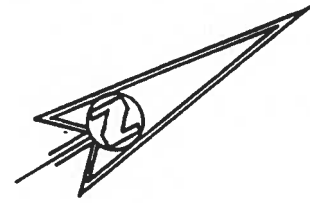
- ① Maintenance of landscaping between and right of way.
- ② Maintenance of landscaping within m island.
- ③ Maintenance of sidewalk between cu and right of way line which exceeds maintenance by the County of Orange.
- ④ Maintenance of hardscape within the median island which exceeds mainter by the County of Orange.



TRACT NO. 13165  
EXHIBIT F  
MAINTENANCE WITHIN  
PUBLIC RIGHT OF WAY



88-574893

88-574893



VICINITY MAP

LEGEND

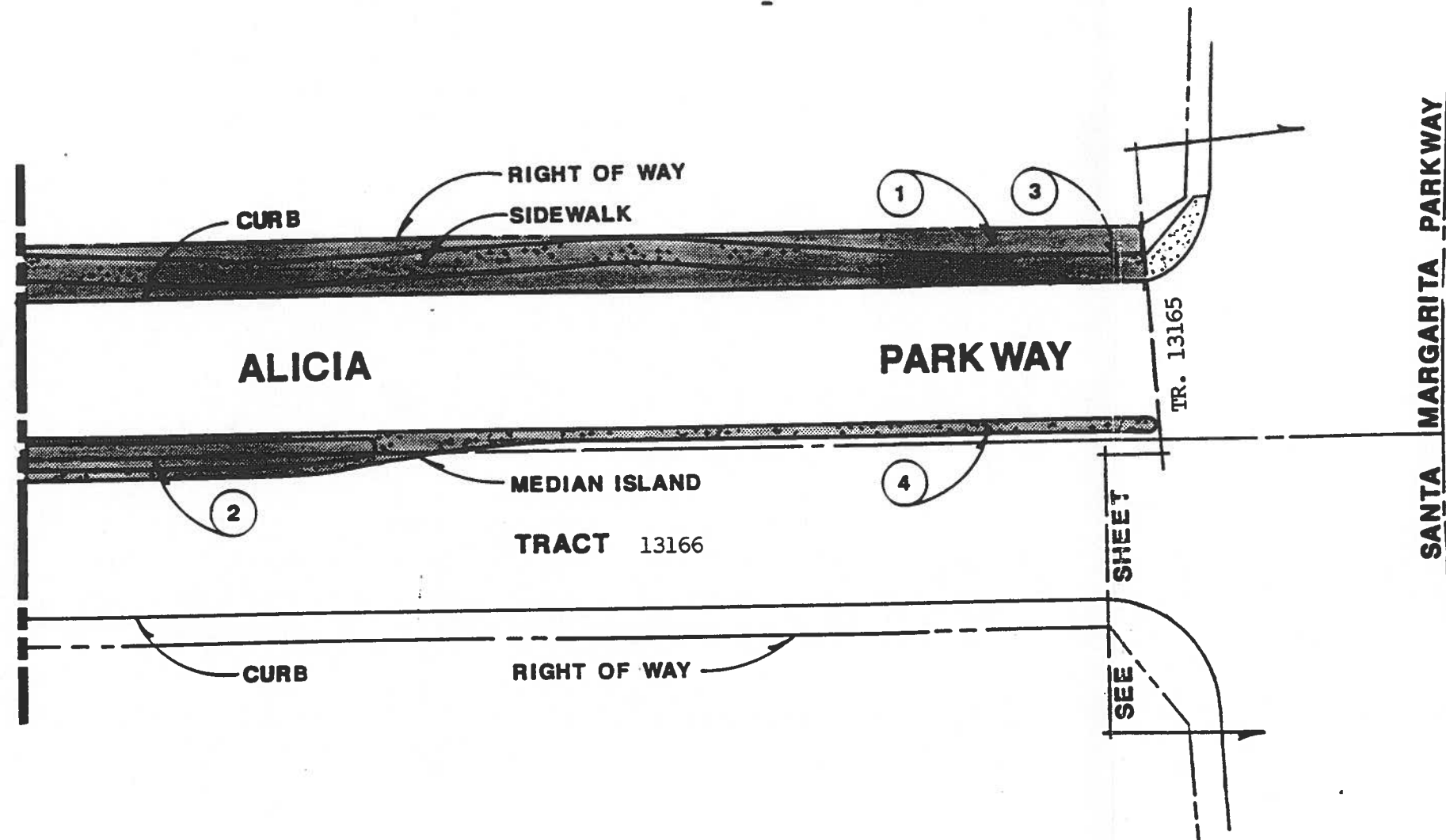
-  Maintenance within the public right of way.
-  Concrete

Maintenance Corporation maintenance obligations shall be:

- ① Maintenance of landscaping between curb and right of way.
- ② Maintenance of landscaping within median island.
- ③ Maintenance of sidewalk between curb and right of way line which exceeds maintenance by the County of Orange.
- ④ Maintenance of hardscape within the median island which exceeds maintenance by the County of Orange.

TRACT NO. 13166  
EXHIBIT F  
MAINTENANCE WITHIN  
PUBLIC RIGHT OF WAY

SHEET 3



89-064411

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INS. CO.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA

PETTIS, TESTER, KRUSE & KRINSKY  
2301 Dupont Drive, 5th Floor  
Irvine, California 92715  
Attn: Ms. Dorothy A. Urbanec

-2 30 PM FEB-6 '89

\$32<sup>00</sup>  
C14

*Lee A. Branch* RECORDER

Space Above This Line For Recorder's Use

SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THE ARROYO

PHASE 2

ORANGE COUNTY, CALIFORNIA

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDI-  
TIONS AND RESTRICTIONS (hereinafter "Supplementary Declaration")  
is made this 26 day of JANUARY, 1989, by Rancho Santa  
Margarita Joint Venture, a California General Partnership, its  
successors and assigns ("Company") and The Fieldstone Company, a  
California corporation, its successors and assigns  
("Participating Builder"), sometimes hereinafter collectively  
referred to as the "Declarant."

R E C I T A L S:

A. Participating Builder is the fee owner of certain  
property in the County of Orange, State of California, described  
as:

Lots 23 to 33, inclusive, and Lots 39, 43,  
44 and 55 to 77, inclusive, of Tract No.  
11732, as per Map filed on May 26, 1988, in  
Book 604, Pages 10 to 16, inclusive, of  
Miscellaneous Maps, records of said County;  
and Parcels 1 to 5, inclusive, as shown on  
Exhibit "B" to that certain Lot Line  
Adjustment No. LL-88-081, recorded on  
October 12, 1988, as Instrument No.  
88-520724 of Official Records of Orange  
County, California; and Parcels 1 to 13,  
inclusive, as shown on Exhibit "B" to that  
certain Lot Line Adjustment No. LL-88-082,  
recorded on October 12, 1988, as Instrument  
No. 88-520723 of Official Records of Orange  
County, California (the "Residential Lots");

Lots A, D and F of Tract No. 11732, as per  
Map filed on May 26, 1988, in Book 604,  
Pages 10 to 16, inclusive, of Miscellaneous

108586-11

Maps, records of said County; and Parcel A as shown on Exhibit "B" to that certain Lot Line Adjustment No. LL-88-081, recorded on October 12, 1988 as Instrument No. 88-520724 of Official Records of Orange County, California.

All of the above described property is hereinafter collectively referred to as the "Annexed Property".

B. The Annexed Property is part of the "Annexation Property" as such term is defined in that certain Declaration of Covenants, Conditions and Restrictions recorded on October 28, 1985, as Instrument No. 85-413883, of Official Records of said County, as amended by the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928, of Official Records of said County, and any amendments thereto (the "Declaration").

C. Declarant now desires that the Annexed Property be conveyed subject to the covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth and as set forth in the Declaration.

NOW, THEREFORE, it is declared as follows:

1. Except as defined herein, and unless the context clearly indicates otherwise, the terms used in this Supplementary Declaration are defined to mean the same as such terms are defined in the Declaration.

2. All of the Annexed Property is hereby made subject to all of the terms, covenants, conditions and provisions as set forth in the Declaration and specifically pursuant to the provisions of the Section entitled "Annexation Without Approval and Pursuant to General Plan" of the Article entitled "Annexations" of the Declaration to all intents and purposes as though said land were a part of the Initial Covered Property. The recordation of this Supplementary Declaration shall constitute and effectuate the annexation of the Annexed Property, making said real property subject to the Declaration and subject to the functions, powers and jurisdiction of SAMLARC as provided in the Declaration, and thereafter said real property shall be part of the Covered Property and all of the Owners of Residences in the Annexed Property shall automatically be Members of SAMLARC and Owners under the Declaration.

3. The following Exhibit attached hereto describes certain property required to be maintained by SAMLARC pursuant to the Section entitled "Repair and Maintenance by SAMLARC" of the Article entitled "Repair and Maintenance" of the Declaration: Exhibit "F" describing portions of public rights-of-way.

4. All rights and easements reserved by the Declarant in the Declaration are hereby reserved over the Annexed Property, and any easements reserved in the Declaration



to Company as Declarant for the benefit of Owners in and to any Community Property are hereby granted to the Participating Builder, together with the right and obligation of such Participating Builder to grant and transfer all of such easements to Owners as provided in the Declaration, including, without limitation, the nonexclusive easement for ingress and egress as such easement is more particularly described in the Section entitled "Certain Easements for Owners" of the Article entitled "Rights of Ownership and Easements" of the Declaration.

5. All obligations of Declarant under the Declaration are hereby extended to the Annexed Property as provided in the Declaration.

6. As provided in the Declaration, Regular Assessments and the entitlement to vote shall commence as to all Owners within the Annexed Property on the first day of the month following the first conveyance of a Residence by Declarant within the Annexed Property.

7. The Residential Lots are hereby designated to belong to The Arroyo Delegate District pursuant to the Section entitled "Establishment of Delegate Districts" of the Article entitled "Membership Voting Rights" of the Declaration.

8. Exhibit "C" attached hereto describes the Community Property (Trails) located within the Annexed Property.

9. The following portions of the Annexed Property are denominated as "Community Property" pursuant to the Sections entitled "Transfer of Title and/or Control" of the Article entitled "Repair and Maintenance" of the Declaration: Lot A of Tract No. 11732.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

RANCHO SANTA MARGARITA JOINT VENTURE, a California General Partnership

By: Santa Margarita Realty Company, a California corporation, a General Partner

By:   
~~Stephen C. Schrank, Sr. Vice President~~

By:   
~~Ronald H. White, Vice President~~  
"Company"

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

THE FIELDSTONE COMPANY, a California corporation

By: Frank Foster  
FRANK FOSTER, ASSISTANT SECRETARY  
By: D.R. Langlois  
D.R. LANGLOIS VICE PRESIDENT  
("Participating Builder")

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF ORANGE )

On JANUARY 26, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared FRANK FOSTER & D.R. LANGLOIS, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as ASSIST. SEC. & VICE PRES. or on behalf of THE FIELDSTONE COMPANY, the corporation that executed the within instrument and acknowledged to me that said corporation executed the within instrument pursuant to its Bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



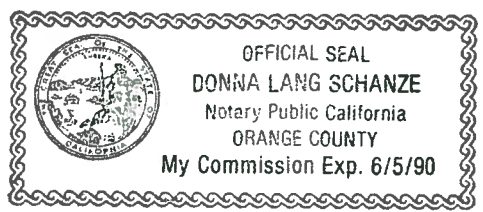
Rose S. Gonzalez  
Notary Public in and for said State

~~Walter F. Niemann, Jr.  
31726 Rancho Viejo Rd.  
Suite #101  
San Juan Capistrano, CA 92675~~

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF ORANGE )

On January 31st, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen C. Schrank + Ronald H. White, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as Sr. Vice President President and Vice President Secretary, respectively, or on behalf of SANTA MARGARITA REALTY COMPANY, the corporation therein named that executed the within instrument on behalf of RANCHO SANTA MARGARITA JOINT VENTURE, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.



Donna Lang Schanze  
Notary Public in and for said State

SUBORDINATION

The undersigned, as Beneficiary of the beneficial interests in and under that certain Deed of Trust dated September 25, 1987, and recorded on October 30, 1987, as Instrument No. 87-607805, in the Official Records of Orange County, California (the "Deed of Trust"), which Deed of Trust is by and between The Fieldstone Company, a California corporation, as Trustor, and American Securities Company, a corporation, as Trustee, and Wells Fargo Bank, National Banking Association, a national banking association, as Beneficiary, hereby expressly subordinates said Deed of Trust and its beneficial interests thereunder to the Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration"), described in the foregoing Supplementary Declaration of Covenants, Conditions and Restrictions ("Supplementary Declaration"), to any other Supplementary Declaration annexing additional property to the Declaration, and to all maintenance and other easements to be conveyed to SAMLARC in accordance with the Declaration or the Supplementary Declaration. By executing this Subordination, the undersigned agrees that should the undersigned acquire title to all or any portion of the Annexed Property by foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure or any other remedy in or relating to either of the Deed of Trust, the undersigned will acquire title subject to the provisions of the Declaration and the Supplementary Declaration, which shall remain in full force and effect.

Dated: January 31, \_\_\_\_\_, 1989.

WELLS FARGO BANK, NATIONAL BANKING  
ASSOCIATION, a national banking  
association

By: [Signature]

Its: VP

By: [Signature]

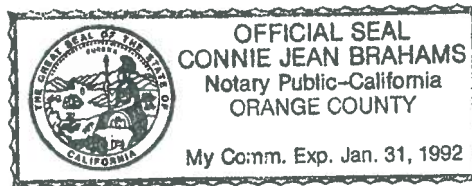
Its: Asst. Vice President

STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE ) ss.

On 1-31, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Reed Hummel and Marous D. Lamkin, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument as Vice President and Asst. Vice President respectively, or on behalf of WELLS FARGO BANK, NATIONAL BANKING ASSOCIATION, a national banking association, the association therein named and acknowledged to me that the association executed it.

WITNESS my hand and official seal.

Connie Jean Braham  
Notary Public in and for said State



89-064411

EXHIBIT "C"

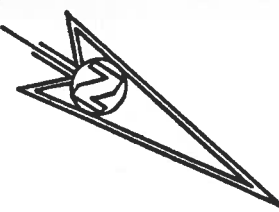
Lot A of Said Tract No. 11732

89-064411

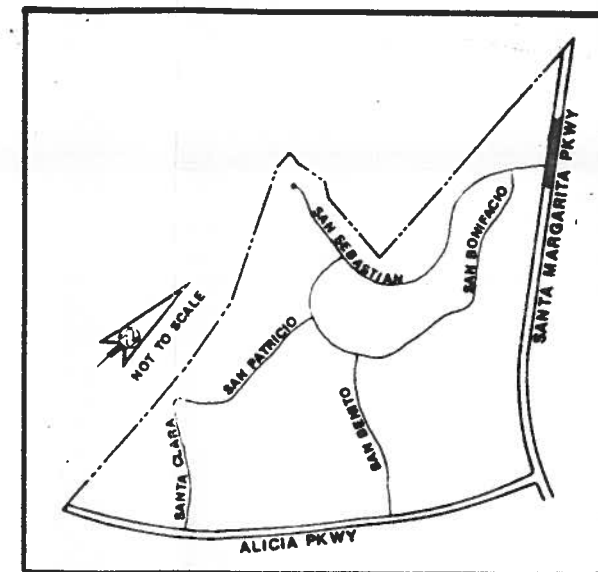
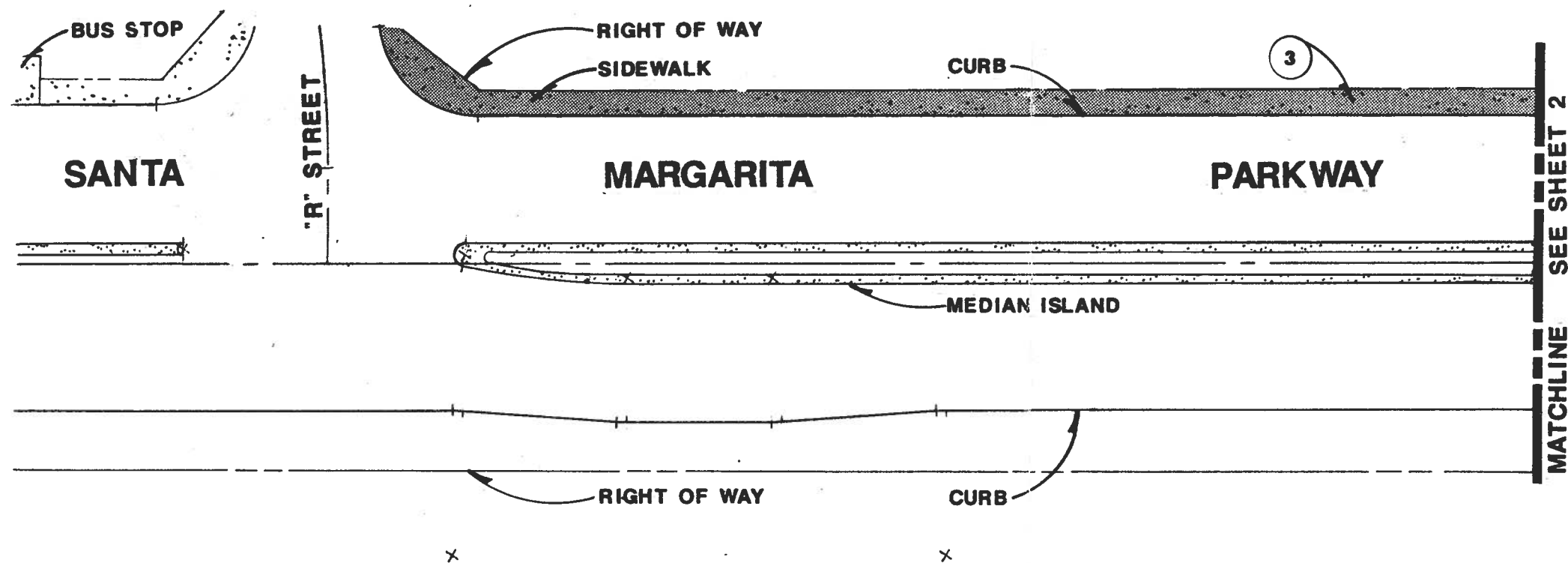
EXHIBIT "F"

Drawing Describing Maintenance Areas  
Within Public Rights-Of-Way

NOT TO SCALE





TRACT 11732  
LOT A



VICINITY MAP

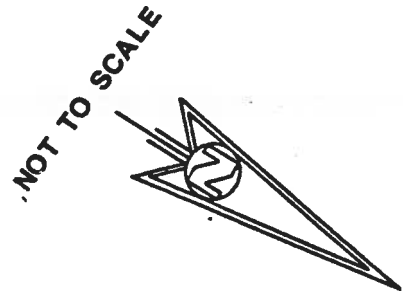
### LEGEND

-  Maintenance within the public right of way.
-  Concrete

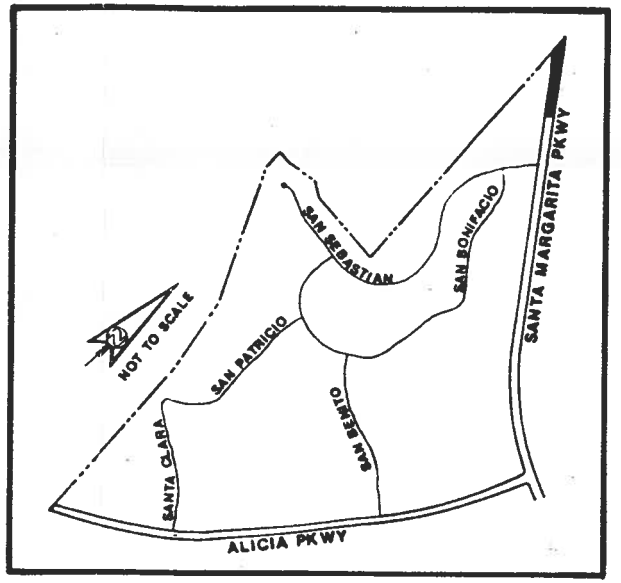
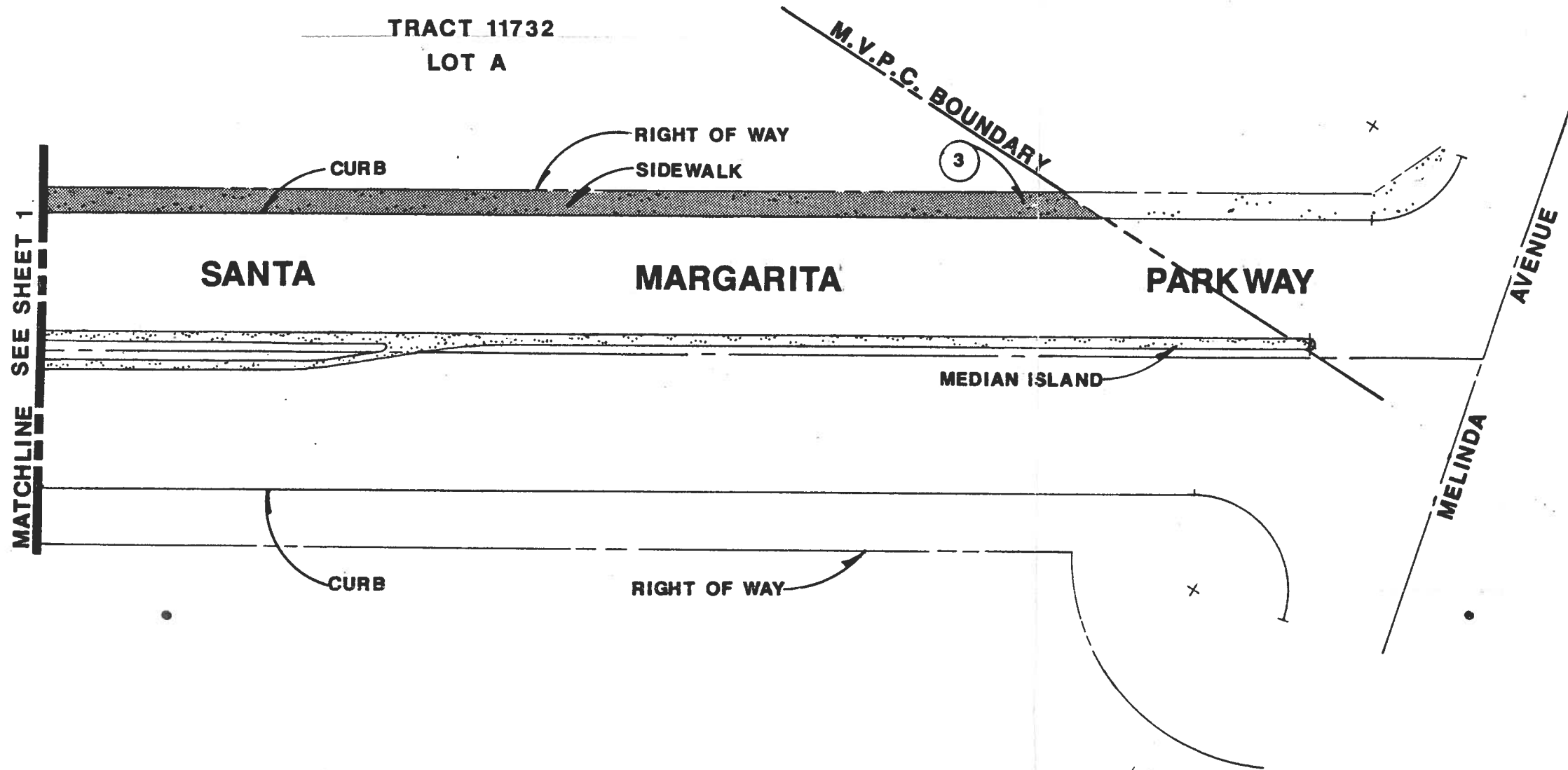
Maintenance Corporation maintenance obligations shall be:

- ① Maintenance of landscaping between curb and right of way.
- ② Maintenance of landscaping within median island.
- ③ Maintenance of sidewalk between curb and right of way line which exceeds maintenance by the County of Orange.
- ④ Maintenance of hardscape within the median island which exceeds maintenance by the County of Orange.

TRACT NO. 11732 LOT A  
EXHIBIT F  
MAINTENANCE WITHIN  
PUBLIC RIGHT OF WAY





TRACT 11732  
LOT A



VICINITY MAP

### LEGEND

-  Maintenance within the public right of way.
-  Concrete

Maintenance Corporation maintenance obligations shall be:

- ① Maintenance of landscaping between curb and right of way.
- ② Maintenance of landscaping within median island.
- ③ Maintenance of sidewalk between curb and right of way line which exceeds maintenance by the County of Orange.
- ④ Maintenance of hardscape within the median island which exceeds maintenance by the County of Orange.

TRACT NO. 11732 LOT A  
EXHIBIT F  
MAINTENANCE WITHIN  
PUBLIC RIGHT OF WAY



89-064413

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INS. CO.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA

PETTIS, TESTER, KRUSE & KRINSKY  
2301 Dupont Drive, 5th Floor  
Irvine, California 92715  
Attn: Ms. Dorothy A. Urbanec

-2 30 PM FEB-6 '89

\$25.00  
C14

*Lee A. Branch* RECORDER

Space Above This Line For Recorder's Use

SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THE ARROYO

PHASE 3

ORANGE COUNTY, CALIFORNIA

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDI-  
TIONS AND RESTRICTIONS (hereinafter "Supplementary Declaration")  
is made this 10th day of January, 1989, by Rancho Santa  
Margarita Joint Venture, a California General Partnership, its  
successors and assigns ("Company") and The Fieldstone Company, a  
California corporation, its successors and assigns  
("Participating Builder"), sometimes hereinafter collectively  
referred to as the "Declarant."

R E C I T A L S:

A. Participating Builder is the fee owner of certain  
property in the County of Orange, State of California, described  
as:

Lots 78 to 93, inclusive, of Tract  
No. 11732, as per Map filed on May 26, 1988,  
in Book 604, Pages 10 to 16, inclusive, of  
Miscellaneous Maps, records of said County,  
and Lots 45 to 86, inclusive, of Tract  
No. 13170, as per Map filed on May 26, 1988,  
in Book 604, Pages 23 to 30, inclusive, of  
Miscellaneous Maps, records of said County  
(the "Residential Lots");

Lots A, C and D of Tract No. 13170, as per  
Map filed on May 26, 1988, in Book 604,  
Pages 23 to 30, inclusive, of Miscellaneous  
Maps, records of said County.

All of the above described property is hereinafter collectively referred to as the "Annexed Property".

B. The Annexed Property is part of the "Annexation Property" as such term is defined in that certain Declaration of Covenants, Conditions and Restrictions recorded on October 28, 1985, as Instrument No. 85-413883, of Official Records of said County, as amended by the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928, of Official Records of said County, and any amendments thereto (the "Declaration").

C. Declarant now desires that the Annexed Property be conveyed subject to the covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth and as set forth in the Declaration.

NOW, THEREFORE, it is declared as follows:

1. Except as defined herein, and unless the context clearly indicates otherwise, the terms used in this Supplementary Declaration are defined to mean the same as such terms are defined in the Declaration.

2. All of the Annexed Property is hereby made subject to all of the terms, covenants, conditions and provisions as set forth in the Declaration and specifically pursuant to the provisions of the Section entitled "Annexation Without Approval and Pursuant to General Plan" of the Article entitled "Annexations" of the Declaration to all intents and purposes as though said land were a part of the Initial Covered Property.

3. The recordation of this Supplementary Declaration shall constitute and effectuate the annexation of the Annexed Property, making said real property subject to the Declaration and subject to the functions, powers and jurisdiction of SAMLARC as provided in the Declaration, and thereafter said real property shall be part of the Covered Property and all of the Owners of Residences in the Annexed Property shall automatically be Members of SAMLARC and Owners under the Declaration.

4. All rights and easements reserved by the Declarant in the Declaration are hereby reserved over the Annexed Property, and any easements reserved in the Declaration to Company as Declarant for the benefit of Owners in and to any Community Property are hereby granted to the Participating Builder, together with the right and obligation of such Participating Builder to grant and transfer all of such easements to Owners as provided in the Declaration, including, without limitation, the nonexclusive easement for ingress and egress as such easement is more particularly described in the Section entitled "Certain Easements for Owners" of the Article entitled "Rights of Ownership and Easements" of the Declaration.

5. All obligations of Declarant under the Declaration are hereby extended to the Annexed Property as provided in the Declaration.

6. As provided in the Declaration, Regular Assessments and the entitlement to vote shall commence as to all Owners within the Annexed Property on the first day of the month following the first conveyance of a Residence by Declarant within the Annexed Property.

7. The Residential Lots are hereby designated to belong to The Arroyo Delegate District pursuant to the Section entitled "Establishment of Delegate Districts" of the Article entitled "Membership Voting Rights" of the Declaration.

8. The following Exhibit attached hereto describes certain property required to be maintained by SAMLARC pursuant to the Section entitled "Repair and Maintenance by SAMLARC" of the Article entitled "Repair and Maintenance" of the Declaration: Exhibit "F" describing portions of public rights-of-way.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

RANCHO SANTA MARGARITA JOINT VENTURE, a California General Partnership

By: Santa Margarita Realty Company, a California corporation, a General Partner

By: Stephen C. Schrank  
Stephen C. Schrank, Sr. Vice President

By: Ronald H. White  
Ronald H. White, Vice President  
("Company")

THE FIELDSTONE COMPANY, a California corporation

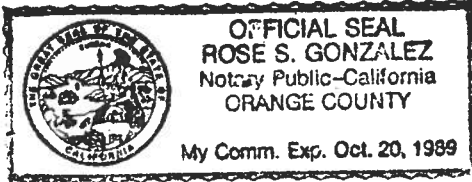
By: Frank Foster  
Frank Foster, Assistant Secretary

By: D. R. Larbouis  
D. R. Larbouis, Vice President  
("Participating Builder")

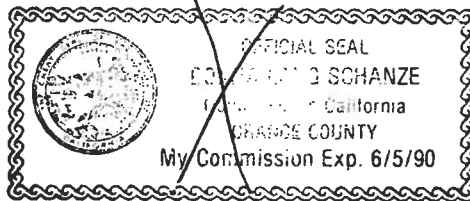
STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE ) ss.

On January 10, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Frank Foster and D. R. Langlois \*\*\*\*\*, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as Asst. Sec. & Vice Pres. or on behalf of THE FIELDSTONE COMPANY, the corporation that executed the within instrument and acknowledged to me that said corporation executed the within instrument pursuant to its Bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



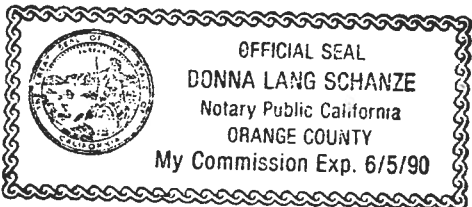
Rose S. Gonzalez  
Notary Public in and for said State



STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE ) ss.

On January 31st, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen C. Schrank & Ronald H. White, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as Sr. Vice Pres. President and Vice President Secretary, respectively, or on behalf of SANTA MARGARITA REALTY COMPANY, the corporation therein named that executed the within instrument on behalf of RANCHO SANTA MARGARITA JOINT VENTURE, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

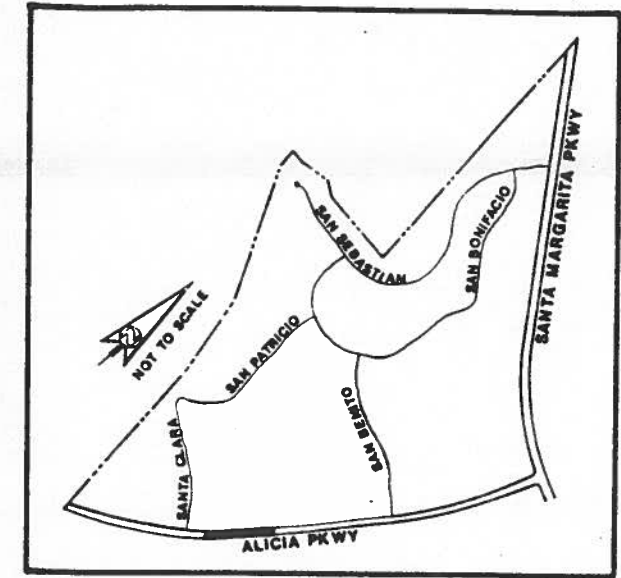
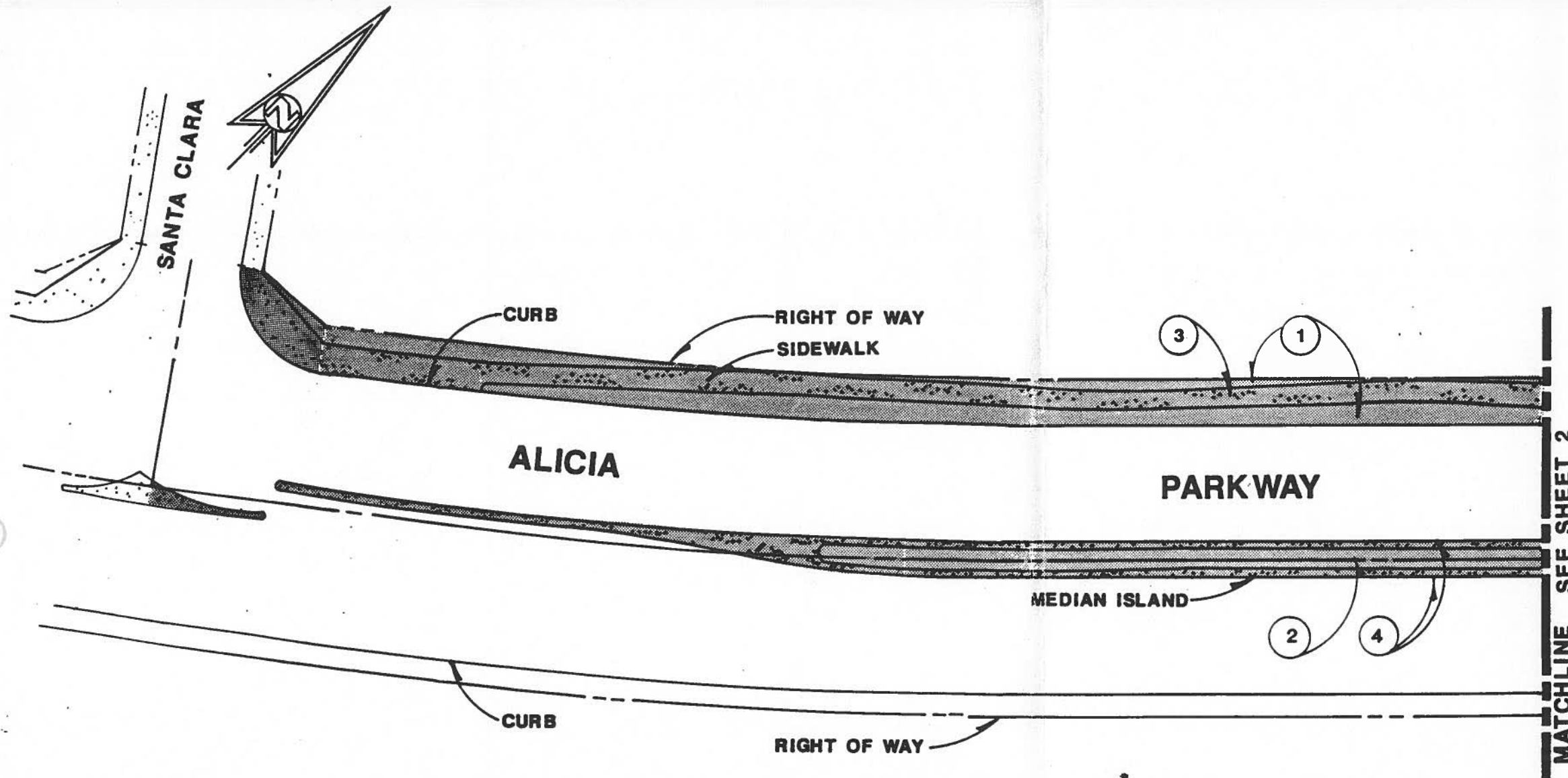


Donna Lang Schanze  
Notary Public in and for said State

89-064413



EXHIBIT "F"

Drawing Describing Maintenance Areas  
Within Public Rights-Of-Way



VICINITY MAP

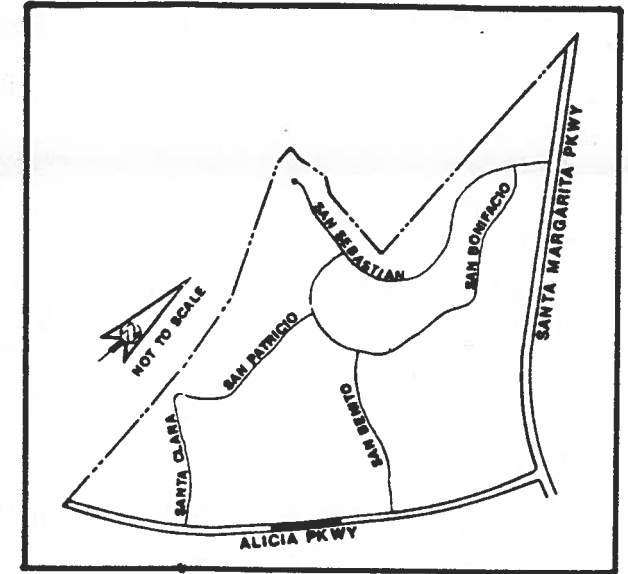
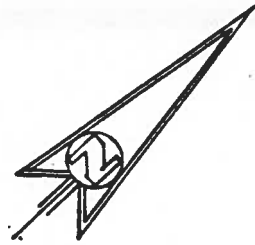
**LEGEND**

-  Maintenance within the public right of way.
-  Concrete

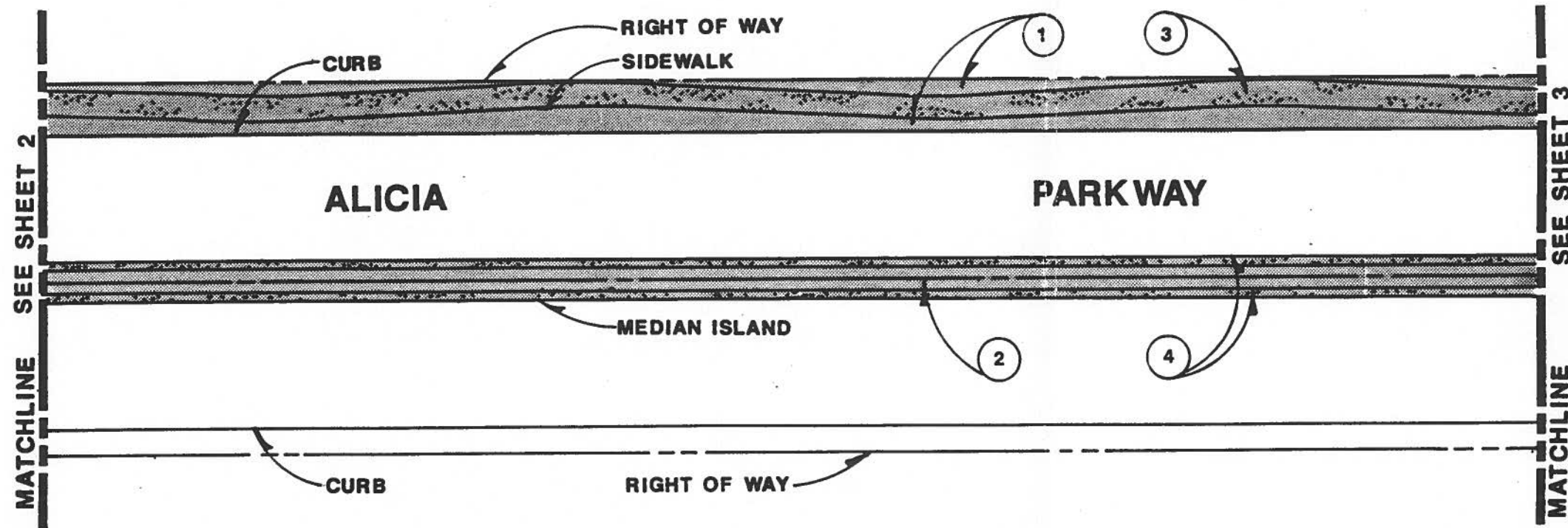
Maintenance Corporation maintenance obligations shall be:

- ① Maintenance of landscaping between curb and right of way.
- ② Maintenance of landscaping within median island.
- ③ Maintenance of sidewalk between curb and right of way line which exceeds maintenance by the County of Orange.
- ④ Maintenance of hardscape within the median island which exceeds maintenance by the County of Orange.



TRACT NO. 13168  
EXHIBIT F  
MAINTENANCE WITHIN  
PUBLIC RIGHT OF WAY



VICINITY MAP



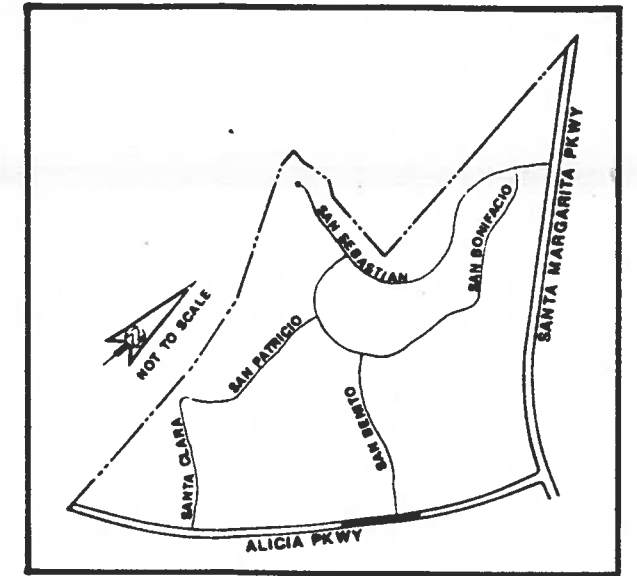
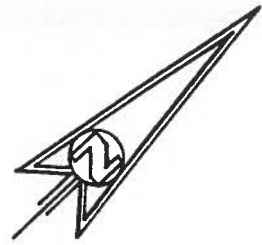
**LEGEND**

-  Maintenance within the public right of way.
-  Concrete

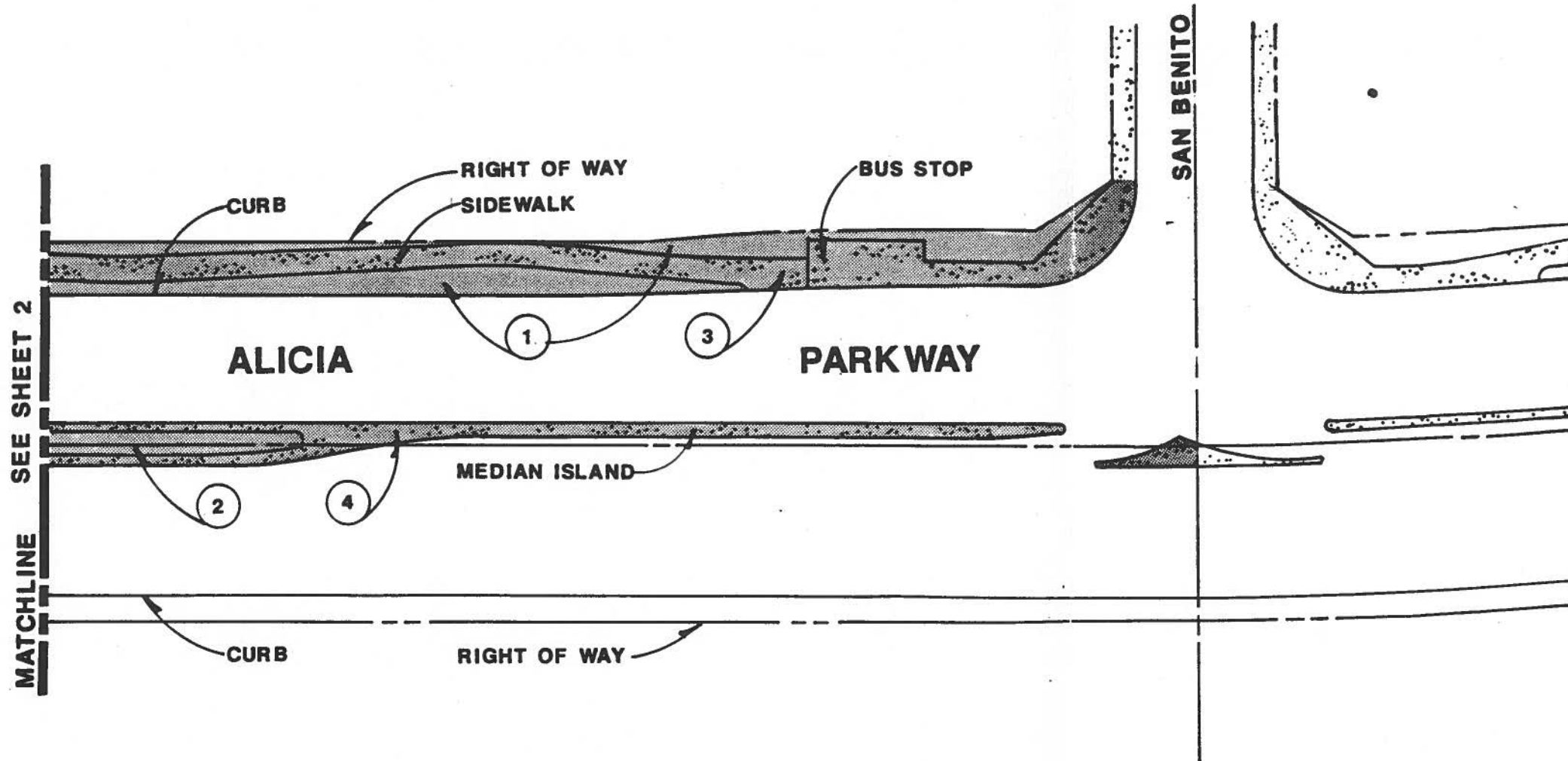
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- ④ Maintenance of hardscape within the median island which exceeds maintenance by the County of Orange.



TRACT NO. 13168  
EXHIBIT F  
MAINTENANCE WITHIN  
PUBLIC RIGHT OF WAY



VICINITY MAP



**LEGEND**

-  Maintenance within the public right of way.
-  Concrete

Maintenance Corporation maintenance obligations shall be:

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- ③ Maintenance of sidewalk between curb and right of way line which exceeds maintenance by the County of Orange.
- ④ Maintenance of hardscape within the median island which exceeds maintenance by the County of Orange.

TRACT NO. 13168  
EXHIBIT F  
MAINTENANCE WITHIN  
PUBLIC RIGHT OF WAY



89-207835

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INS. CO.

RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

PETTIS, TESTER, KRUSE & KRINSKY  
18881 Von Karman, 16th Floor  
Irvine, California 92715  
Attn: Ms. Dorothy A. Urbanec

\$15.00  
C16

2:30 APR 20 1989  
P.M.

*Lee A. Branch* RECORDER

Space Above This Line For Recorder's Use

SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THE ARROYO

PHASE 4

ORANGE COUNTY, CALIFORNIA

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDI-  
TIONS AND RESTRICTIONS (hereinafter "Supplementary Declaration")  
is made this 14 day of March, 1989, by Rancho Santa  
Margarita Joint Venture, a California General Partnership, its  
successors and assigns ("Company") and The Fieldstone Company, a  
California corporation, its successors and assigns  
("Participating Builder"), sometimes hereinafter collectively  
referred to as the "Declarant."

R E C I T A L S:

A. Participating Builder is the fee owner of certain  
property in the County of Orange, State of California, described  
as:

Lots 1 to 32, inclusive, and Lots 46 to 50,  
inclusive, of Tract No. 13171, as per Map  
filed on May 26, 1988, in Book 604, Pages 31  
to 34, inclusive, of Miscellaneous Maps,  
records of said County; and Parcels 14 to  
26, inclusive, as shown on Exhibit "B" to  
that certain Lot Line Adjustment No.  
LL-88-082, recorded on October 12, 1988, as  
Instrument No. 88-520723 of Official Records  
of Orange County, California (the  
"Residential Lots");

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

Lot A of Tract No. 13171, as per Map filed on May 26, 1988, in Book 604, Pages 10 to 16, inclusive, of Miscellaneous Maps, records of said County; Parcel A as shown on Exhibit "B" to that certain Lot Line Adjustment No. LL-88-082, recorded on October 12, 1988 as Instrument No. 88-520723 of Official Records of Orange County, California; and Lot E of Tract No. 13168, as per Map filed on May 18, 1988, in Book 601, Pages 21 to 25, inclusive, of Miscellaneous Maps, records of said County.

All of the above described property is hereinafter collectively referred to as the "Annexed Property".

B. The Annexed Property is part of the "Annexation Property" as such term is defined in that certain Declaration of Covenants, Conditions and Restrictions recorded on October 28, 1985, as Instrument No. 85-413883, of Official Records of said County, as amended by the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928, of Official Records of said County, and any amendments thereto (the "Declaration").

C. Declarant now desires that the Annexed Property be conveyed subject to the covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth and as set forth in the Declaration.

NOW, THEREFORE, it is declared as follows:

1. Except as defined herein, and unless the context clearly indicates otherwise, the terms used in this Supplementary Declaration are defined to mean the same as such terms are defined in the Declaration.

2. All of the Annexed Property is hereby made subject to all of the terms, covenants, conditions and provisions as set forth in the Declaration and specifically pursuant to the provisions of the Section entitled "Annexation Without Approval and Pursuant to General Plan" of the Article entitled "Annexations" of the Declaration to all intents and purposes as though said land were a part of the Initial Covered Property.

3. The recordation of this Supplementary Declaration shall constitute and effectuate the annexation of the Annexed Property, making said real property subject to the Declaration and subject to the functions, powers and jurisdiction of SAMLARC as provided in the Declaration, and thereafter said real property shall be part of the Covered Property and all of the Owners of Residences in the Annexed Property shall automatically be Members of SAMLARC and Owners under the Declaration.

4. All rights and easements reserved by the Declarant in the Declaration are hereby reserved over the Annexed Property, and any easements reserved in the Declaration to Company as Declarant for the benefit of Owners in and to any Community Property are hereby granted to the Participating Builder, together with the right and obligation of such Participating Builder to grant and transfer all of such easements to Owners as provided in the Declaration, including, without limitation, the nonexclusive easement for ingress and egress as such easement is more particularly described in the Section entitled "Certain Easements for Owners" of the Article entitled "Rights of Ownership and Easements" of the Declaration.

5. All obligations of Declarant under the Declaration are hereby extended to the Annexed Property as provided in the Declaration.

6. As provided in the Declaration, Regular Assessments and the entitlement to vote shall commence as to all Owners within the Annexed Property on the first day of the month following the first conveyance of a Residence by Declarant within the Annexed Property.

7. The Residential Lots are hereby designated to belong to The Arroyo Delegate District pursuant to the Section entitled "Establishment of Delegate Districts" of the Article entitled "Membership Voting Rights" of the Declaration.

8. Exhibit "C" attached hereto describes the Community Property (Trails) located within the Annexed Property.

9. The following portions of the Annexed Property are denominated as "Community Property" pursuant to the Sections entitled "Transfer of Title and/or Control" of the Article entitled "Repair and Maintenance" of the Declaration: Lot E of Tract No. 13168.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

RANCHO SANTA MARGARITA JOINT VENTURE, a California General Partnership

By: Santa Margarita Realty Company, a California corporation, a General Partner

By: [Signature]  
Walter F. Niemann, Jr., Sr. Vice President

By: [Signature]  
Donald E. Moe, Vice President ("Company")

THE FIELDSTONE COMPANY, a California corporation

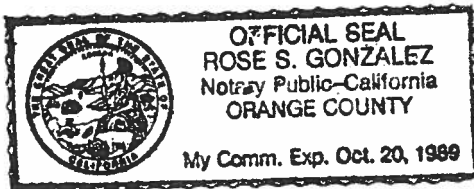
By: [Signature]

By: [Signature]  
("Participating Builder")

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On March 14, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared D. R. Langlois & Frank Foster, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as Vice Pres. & Asst. Sec. or on behalf of THE FIELDSTONE COMPANY, the corporation that executed the within instrument and acknowledged to me that said corporation executed the within instrument pursuant to its Bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

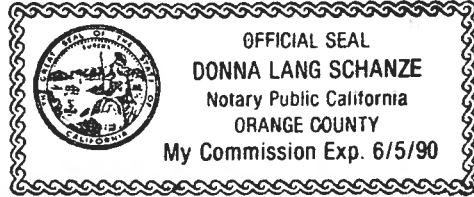


[Signature]  
Notary Public in and for said State

89-207835

EXHIBIT "C"

Lot E of Said Tract No. 13168



STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE )

ss.

On April 17, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Walter F. Niemann, Jr. and Donald E. Moe, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as Sr. Vice President and Vice President ~~Secretary~~, respectively, or on behalf of SANTA MARGARITA REALTY COMPANY, the corporation therein named that executed the within instrument on behalf of RANCHO SANTA MARGARITA JOINT VENTURE, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Donna Lang Schanze  
Notary Public in and for said State

89-248010

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INS. CO.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA

PETTIS, TESTER, KRUSE & KRINSKY  
18881 Von Karman, 16th Floor  
Irvine, California 92715  
Attn: Ms. Dorothy A. Urbanec

\$31<sup>00</sup>  
C18

-2 55 PM MAY 10 '89

*Lee A. Branch* RECORDER

Space Above This Line For Recorder's Use

SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THE ARROYO

PHASE 5

ORANGE COUNTY, CALIFORNIA

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDI-  
TIONS AND RESTRICTIONS (hereinafter "Supplementary Declaration")  
is made this 14 day of March, 1989, by Rancho Santa  
Margarita Joint Venture, a California General Partnership, its  
successors and assigns ("Company") and The Fieldstone Company, a  
California corporation, its successors and assigns ("Participat-  
ing Builder"), sometimes hereinafter collectively referred to as  
the "Declarant."

R E C I T A L S:

A. Participating Builder is the fee owner of certain  
property in the County of Orange, State of California, described  
as:

Lots 1 to 48, inclusive, of Tract No. 13168,  
as per Map filed on May 18, 1988, in Book  
601, Pages 21 to 25, inclusive, of Miscel-  
laneous Maps, records of said County (the  
"Residential Lots");

Lots A, B, C and D of Tract No. 13168, as  
per Map filed on May 18, 1988, in Book 601,  
Pages 21 to 25, inclusive, of Miscellaneous  
Maps, records of said County.

All of the above described property is hereinafter collectively  
referred to as the "Annexed Property".

B. The Annexed Property is part of the "Annexation Property" as such term is defined in that certain Declaration of Covenants, Conditions and Restrictions recorded on October 28, 1985, as Instrument No. 85-413883, of Official Records of said County, as amended by the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928, of Official Records of said County, and any amendments thereto (the "Declaration").

C. Declarant now desires that the Annexed Property be conveyed subject to the covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth and as set forth in the Declaration.

NOW, THEREFORE, it is declared as follows:

1. Except as defined herein, and unless the context clearly indicates otherwise, the terms used in this Supplementary Declaration are defined to mean the same as such terms are defined in the Declaration.

2. All of the Annexed Property is hereby made subject to all of the terms, covenants, conditions and provisions as set forth in the Declaration and specifically pursuant to the provisions of the Section entitled "Annexation Without Approval and Pursuant to General Plan" of the Article entitled "Annexations" of the Declaration to all intents and purposes as though said land were a part of the Initial Covered Property.

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4. All rights and easements reserved by the Declarant in the Declaration are hereby reserved over the Annexed Property, and any easements reserved in the Declaration to Company as Declarant for the benefit of Owners in and to any Community Property are hereby granted to the Participating Builder, together with the right and obligation of such Participating Builder to grant and transfer all of such easements to Owners as provided in the Declaration, including, without limitation, the nonexclusive easement for ingress and egress as such easement is more particularly described in the Section entitled "Certain Easements for Owners" of the Article entitled "Rights of Ownership and Easements" of the Declaration.



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8. The following Exhibit attached hereto describes certain property required to be maintained by SAMLARC pursuant to the Section entitled "Repair and Maintenance by SAMLARC" of the Article entitled "Repair and Maintenance" of the Declaration: Exhibit "F" describing portions of public rights-of-way.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

RANCHO SANTA MARGARITA JOINT VENTURE, a California General Partnership

By: Santa Margarita Realty Company, a California corporation, a General Partner

By: [Signature]  
Walter F. Niemann, Jr., Sr. Vice President

By: [Signature]  
Donald E. Moe, Vice President  
("Company")

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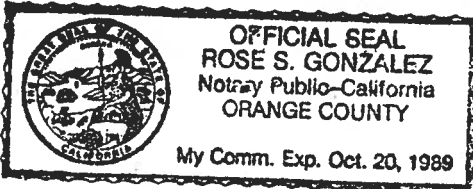
By: [Signature]

By: [Signature]  
("Participating Builder")

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

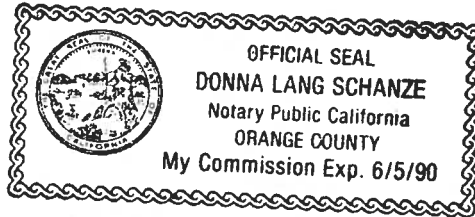
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Rose S. Gonzalez  
Notary Public in and for said State

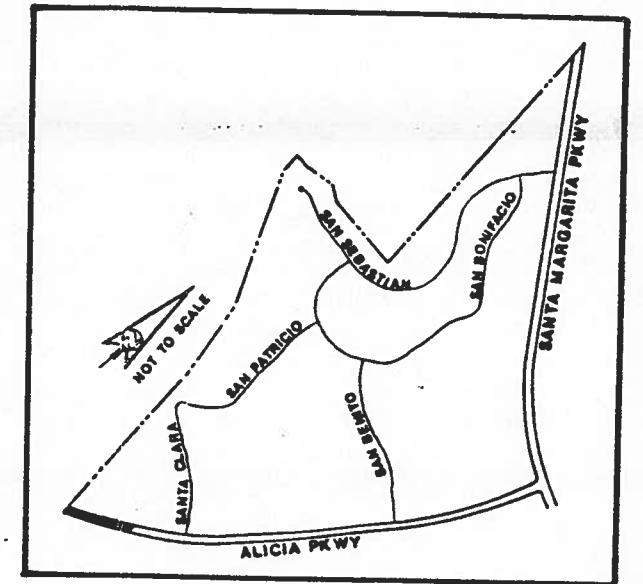
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )



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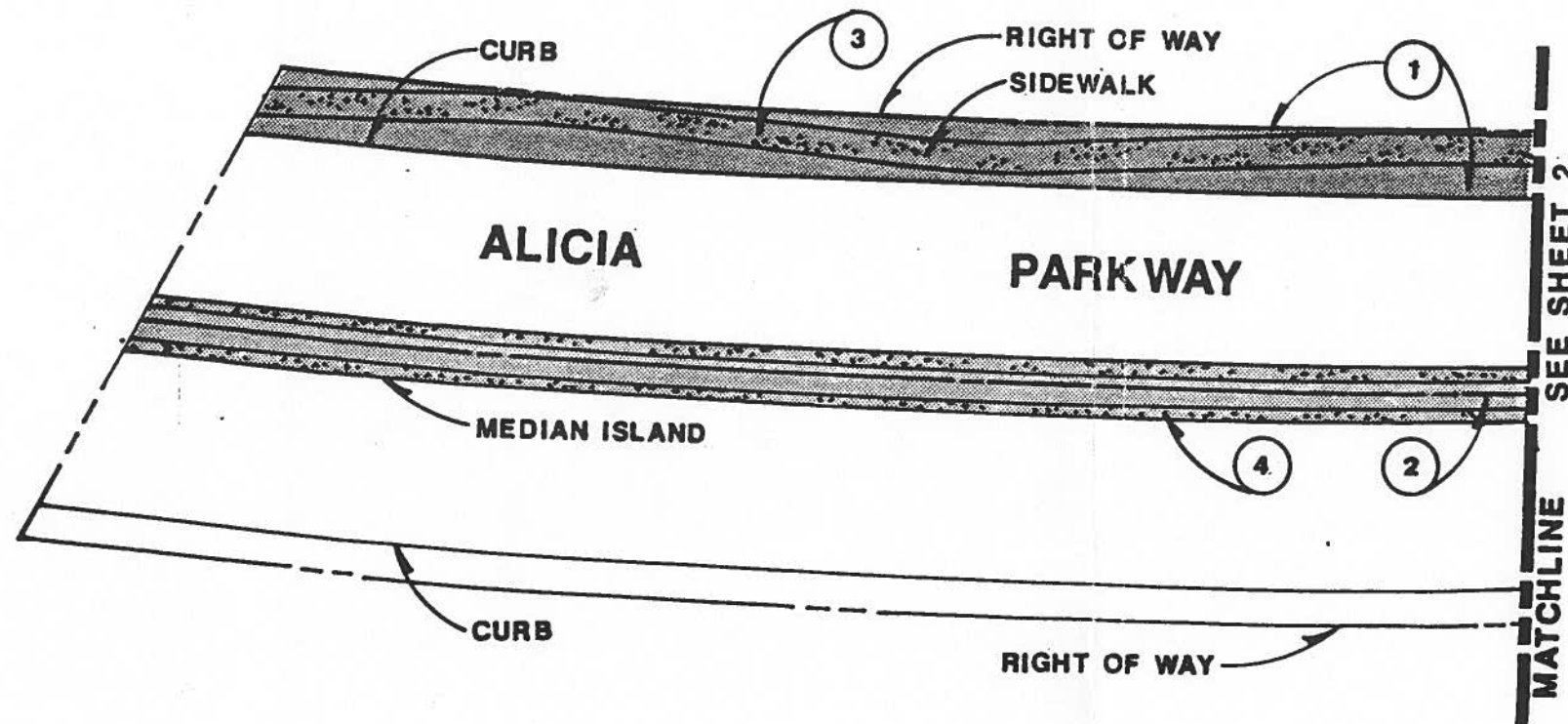
WITNESS my hand and official seal.

Donna Lang Schanze  
Notary Public in and for said State





VICINITY MAP

TRACT 13169



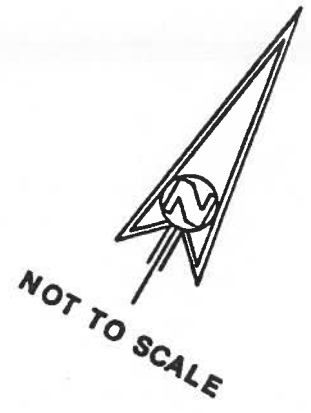
LEGEND

-  Maintenance within the public right of way.
-  Concrete

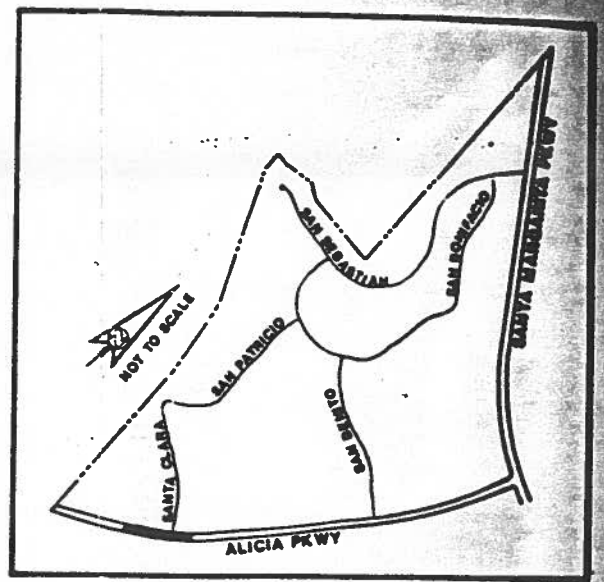
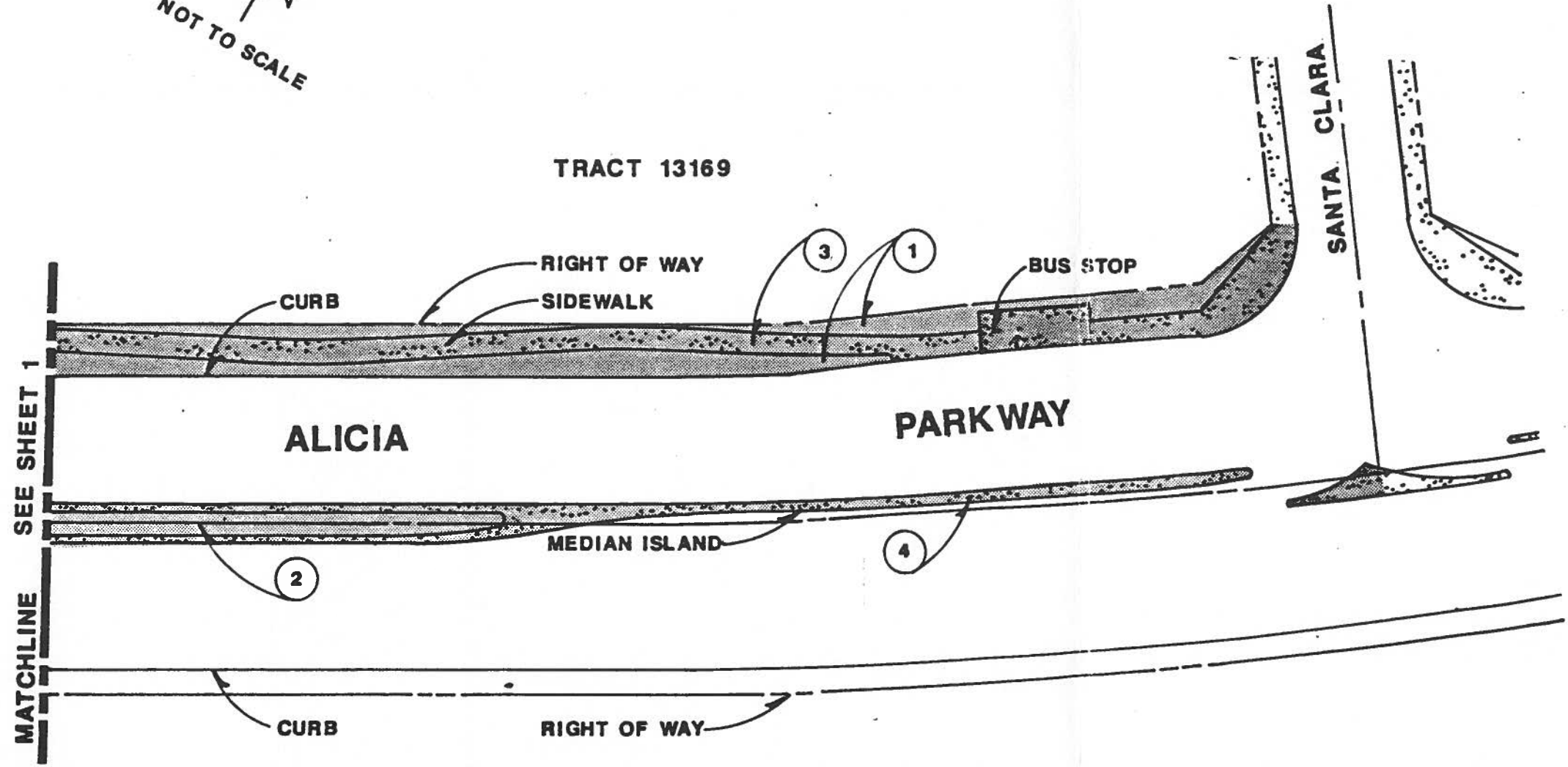
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TRACT NO. 13169  
 EXHIBIT F  
 MAINTENANCE WITHIN  
 PUBLIC RIGHT OF WAY





TRACT 13169



VICINITY MAP

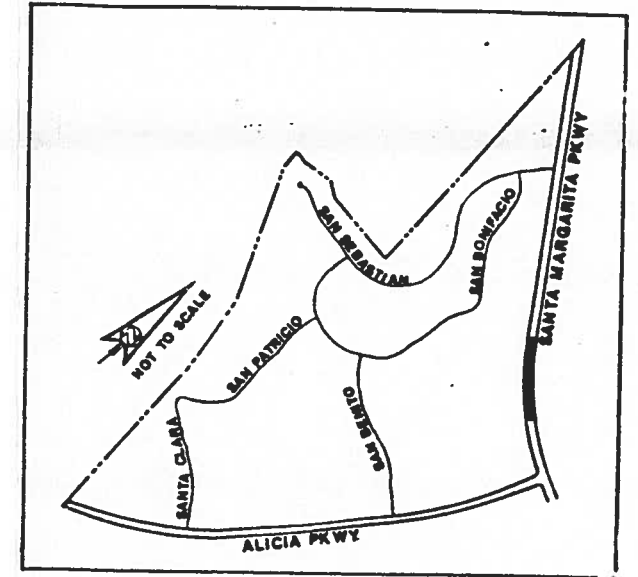
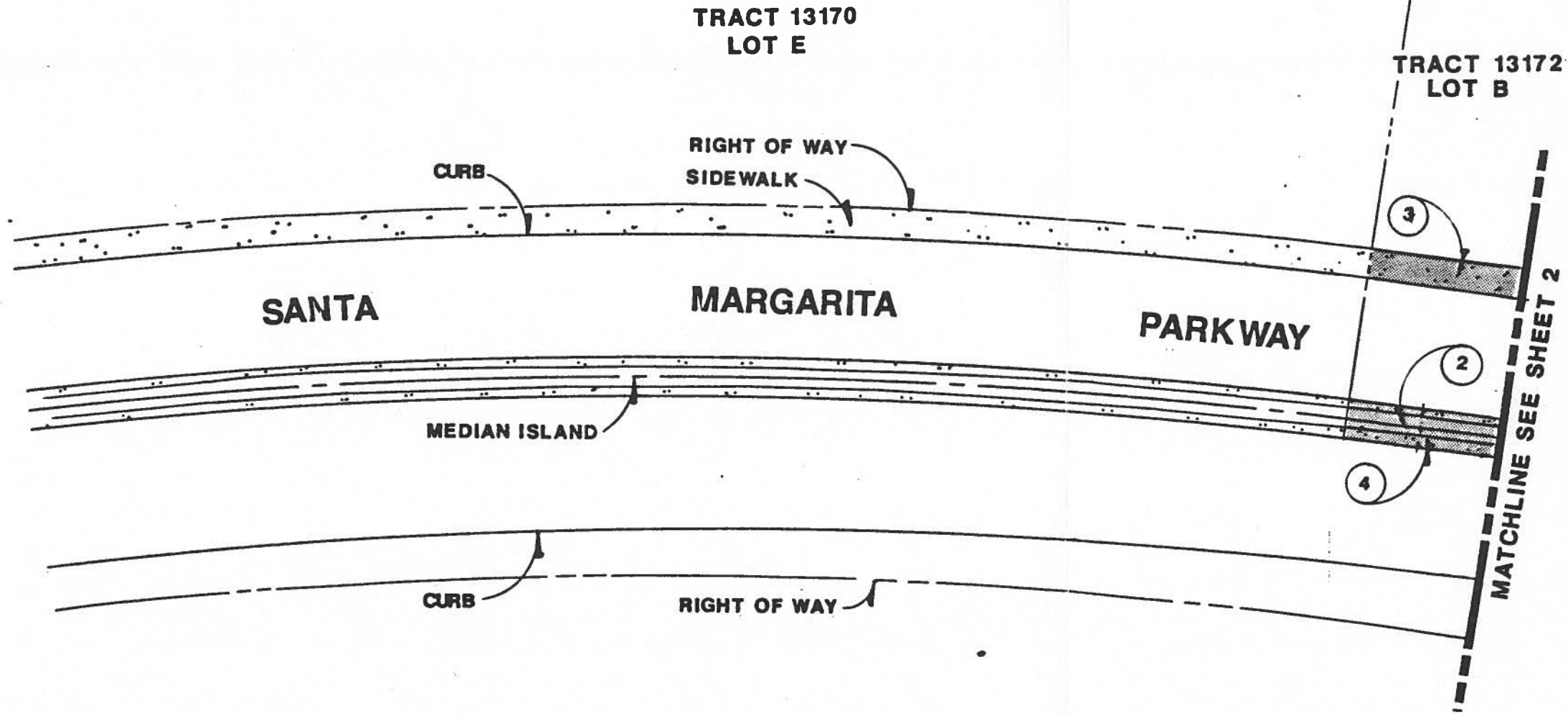
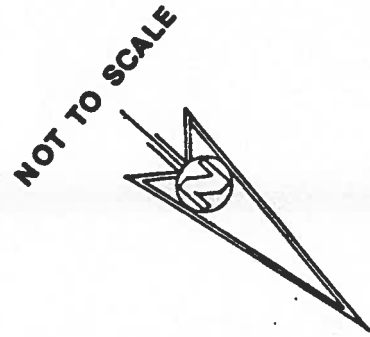
**LEGEND**

-  Maintenance within the public right of way.
-  Concrete

Maintenance Corporation maintenance obligations shall be:



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TRACT NO. 13169  
 EXHIBIT F  
 MAINTENANCE WITHIN  
 PUBLIC RIGHT OF WAY



VICINITY MAP

**LEGEND**

-  Maintenance within the public right of way.
-  Concrete

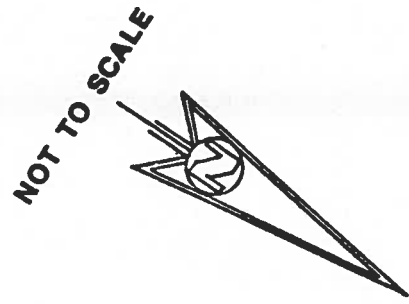
Maintenance Corporation maintenance obligations shall be:

- ① Maintenance of landscaping between curb and right of way.
- ② Maintenance of landscaping within median island.
- ③ Maintenance of sidewalk between curb and right of way line which exceeds maintenance by the County of Orange.
- ④ Maintenance of hardscape within the median island which exceeds maintenance by the County of Orange.

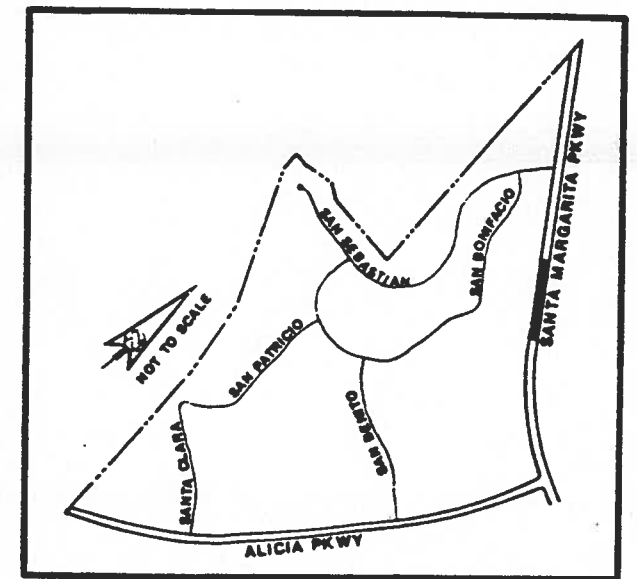
**TRACT NO. 13172  
EXHIBIT F  
MAINTENANCE WITHIN  
PUBLIC RIGHT OF WAY**

89-248010

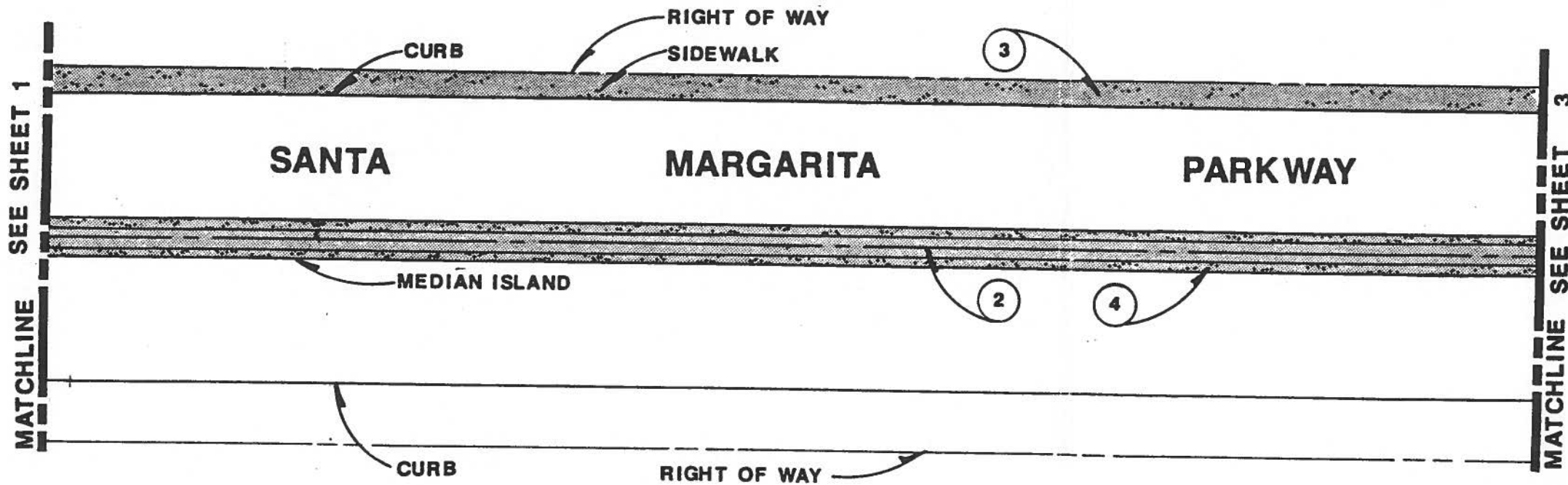
89-248010





TRACT 13172  
LOT B



VICINITY MAP



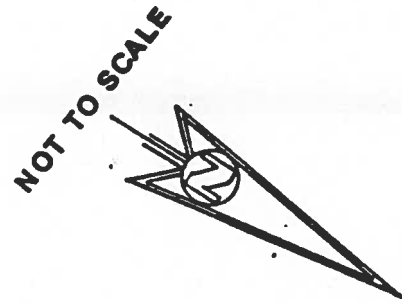
### LEGEND

-  Maintenance within the public right of way.
-  Concrete

Maintenance Corporation maintenance obligations shall be:

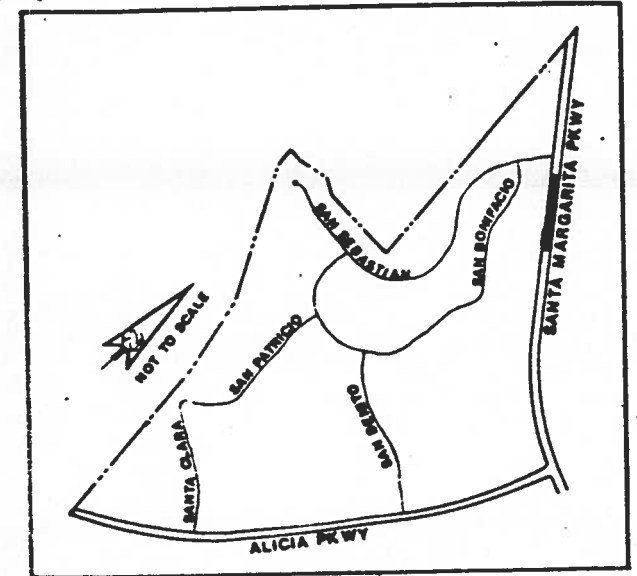
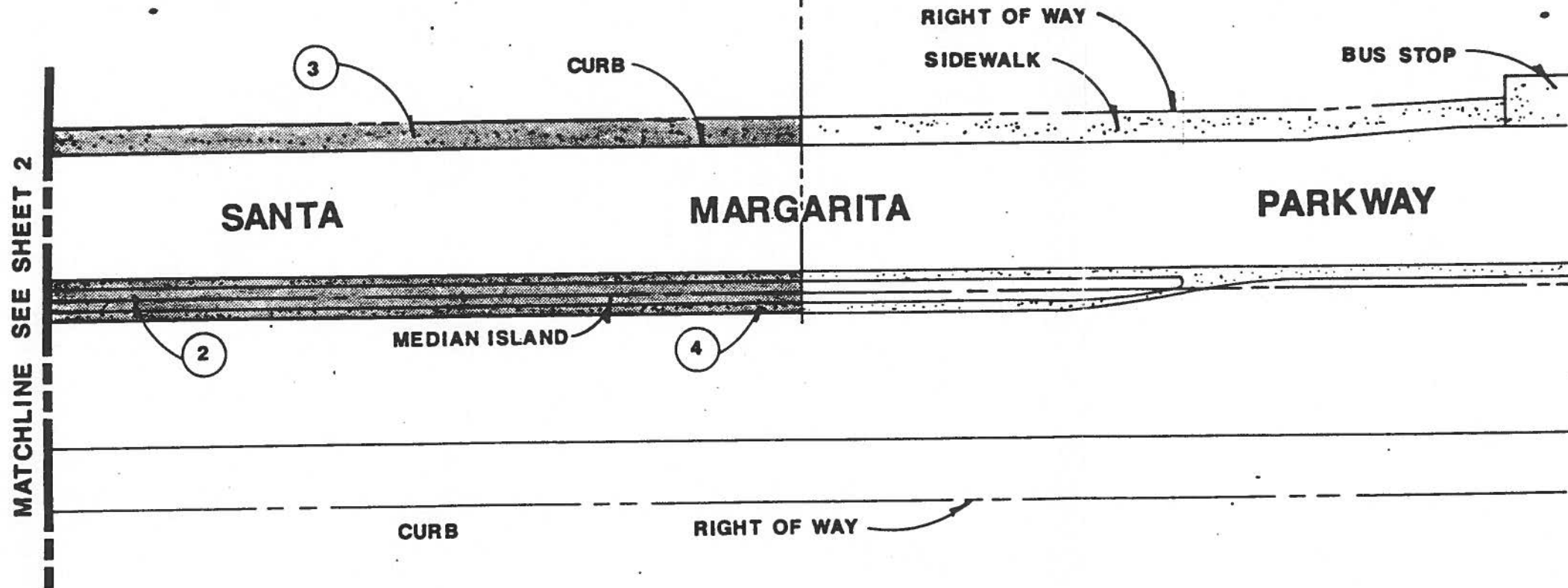
- ① Maintenance of landscaping between curb and right of way.
- ② Maintenance of landscaping within media island.
- ③ Maintenance of sidewalk between curb and right of way line which exceeds maintenance by the County of Orange.
- ④ Maintenance of hardscape within the median island which exceeds maintenance by the County of Orange.

TRACT NO. 13172  
 EXHIBIT F  
 MAINTENANCE WITHIN  
 PUBLIC RIGHT OF WAY  
 SHEET 2 OF 3 FEB 2 1989





TRACT 13172  
LOT B

TRACT 13173  
LOT A



VICINITY MAP

### LEGEND

-  Maintenance within the public right of way.
-  Concrete

Maintenance Corporation maintenance obligations shall be:

- ① Maintenance of landscaping between curb and right of way.
- ② Maintenance of landscaping within median island.
- ③ Maintenance of sidewalk between curb and right of way line which exceeds maintenance by the County of Orange.
- ④ Maintenance of hardscape within the median island which exceeds maintenance by the County of Orange.

TRACT NO. 13172  
 EXHIBIT F  
 MAINTENANCE WITHIN  
 PUBLIC RIGHT OF WAY  
 SHEET 3 OF 3 FEB 2 1989



89-248012

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INS. CO.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA

PETTIS, TESTER, KRUSE & KRINSKY  
18881 Von Karman, 16th Floor  
Irvine, California 92715  
Attn: Ms. Dorothy A. Urbanec

\$15.00  
C18

-2 55 PM MAY 10 '89

*Lee A. Branch* RECORDER

Space Above This Line For Recorder's Use

SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THE ARROYO

PHASE 6

ORANGE COUNTY, CALIFORNIA

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDI-  
TIONS AND RESTRICTIONS (hereinafter "Supplementary Declaration")  
is made this 14 day of MARCH, 1989, by Rancho Santa  
Margarita Joint Venture, a California General Partnership, its  
successors and assigns ("Company") and The Fieldstone Company, a  
California corporation, its successors and assigns  
("Participating Builder"), sometimes hereinafter collectively  
referred to as the "Declarant."

R E C I T A L S:

A. Participating Builder is the fee owner of certain  
property in the County of Orange, State of California, described  
as:

Lots 1 to 22, inclusive, of Tract No. 13172,  
as per Map filed on May 26, 1988, in Book  
604, Pages 35 to 38, inclusive, of  
Miscellaneous Maps, records of said County  
(the "Residential Lots");

Lot A of Tract No. 13169, as per Map filed  
on May 26, 1988, in Book 604, Pages 17 to  
22, inclusive, of Miscellaneous Maps,  
records of said County; and Lots A, B and C  
of Tract No. 13172, as per Map filed on  
May 26, 1988, in Book 604, Pages 35 to 38,  
inclusive, of Miscellaneous Maps, records of  
said County.

All of the above described property is hereinafter collectively  
referred to as the "Annexed Property".



B. The Annexed Property is part of the "Annexation Property" as such term is defined in that certain Declaration of Covenants, Conditions and Restrictions recorded on October 28, 1985, as Instrument No. 85-413883, of Official Records of said County, as amended by the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928, of Official Records of said County, and any amendments thereto (the "Declaration").

C. Declarant now desires that the Annexed Property be conveyed subject to the covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth and as set forth in the Declaration.

NOW, THEREFORE, it is declared as follows:

1. Except as defined herein, and unless the context clearly indicates otherwise, the terms used in this Supplementary Declaration are defined to mean the same as such terms are defined in the Declaration.

2. All of the Annexed Property is hereby made subject to all of the terms, covenants, conditions and provisions as set forth in the Declaration and specifically pursuant to the provisions of the Section entitled "Annexation Without Approval and Pursuant to General Plan" of the Article entitled "Annexations" of the Declaration to all intents and purposes as though said land were a part of the Initial Covered Property.

3. The recordation of this Supplementary Declaration shall constitute and effectuate the annexation of the Annexed Property, making said real property subject to the Declaration and subject to the functions, powers and jurisdiction of SAMLARC as provided in the Declaration, and thereafter said real property shall be part of the Covered Property and all of the Owners of Residences in the Annexed Property shall automatically be Members of SAMLARC and Owners under the Declaration.

4. All rights and easements reserved by the Declarant in the Declaration are hereby reserved over the Annexed Property, and any easements reserved in the Declaration to Company as Declarant for the benefit of Owners in and to any Community Property are hereby granted to the Participating Builder, together with the right and obligation of such Participating Builder to grant and transfer all of such easements to Owners as provided in the Declaration, including, without limitation, the nonexclusive easement for ingress and egress as such easement is more particularly described in the Section entitled "Certain Easements for Owners" of the Article entitled "Rights of Ownership and Easements" of the Declaration.

5. All obligations of Declarant under the Declaration are hereby extended to the Annexed Property as provided in the Declaration.

6. As provided in the Declaration, Regular Assessments and the entitlement to vote shall commence as to all Owners within the Annexed Property on the first day of the month following the first conveyance of a Residence by Declarant within the Annexed Property.

7. The Residential Lots are hereby designated to belong to The Arroyo Delegate District pursuant to the Section entitled "Establishment of Delegate Districts" of the Article entitled "Membership Voting Rights" of the Declaration.

8. Exhibit "C" attached hereto describes the Community Property (Trails) located within the Annexed Property.

9. The following Exhibit attached hereto describes certain property required to be maintained by SAMLARC pursuant to the Section entitled "Repair and Maintenance by SAMLARC" of the Article entitled "Repair and Maintenance" of the Declaration: Exhibit "F" describing portions of public rights-of-way.

10. The following portions of the Annexed Property are denominated as "Community Property" pursuant to the Sections entitled "Transfer of Title and/or Control" of the Article entitled "Repair and Maintenance" of the Declaration: Lot A of Tract No. 13169 and Lot B of Tract No. 13172.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

RANCHO SANTA MARGARITA JOINT VENTURE, a California General Partnership

By: Santa Margarita Realty Company, a California corporation, a General Partner

By: [Signature]  
Walter F. Niemann, Jr., Sr. Vice President

By: [Signature]  
Donald E. Moe, Vice President  
("Company")

THE FIELDSTONE COMPANY, a California corporation

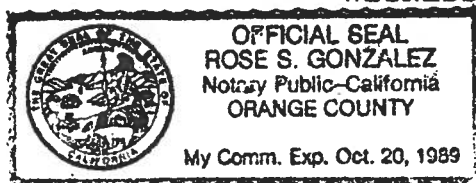
By: [Signature]

By: [Signature]  
("Participating Builder")

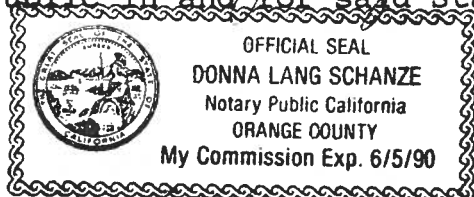
STATE OF CALIFORNIA )  
 )  
 ) ss.  
COUNTY OF ORANGE )

On MARCH 14, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared D.R. LANGLOIS & FRANK FOSTER, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as Vice President; Asst. Sec. or on behalf of THE FIELDSTONE COMPANY, the corporation that executed the within instrument and acknowledged to me that said corporation executed the within instrument pursuant to its Bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



Rose S. Gonzalez  
Notary Public in and for said State



STATE OF CALIFORNIA )  
 )  
 ) ss.  
COUNTY OF ORANGE )

On April 17, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Walter F. Niemann, Jr. and Donald E. Moe, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as Sr. Vice President and Vice President Secretary, respectively, or on behalf of SANTA MARGARITA REALTY COMPANY, the corporation therein named that executed the within instrument on behalf of RANCHO SANTA MARGARITA JOINT VENTURE, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Donna Lang Schanze  
Notary Public in and for said State

89-248012

EXHIBIT "C"

Lot A of Said Tract No. 13169  
and Lot B of said Tract No. 13172

89-248012

EXHIBIT "F"

Drawing Describing Maintenance Areas  
Within Public Rights-Of-Way

None within this phase.

89-248014

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INS. CO.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA

PETTIS, TESTER, KRUSE & KRINSKY  
18881 Von Karman, 16th Floor  
Irvine, California 92715  
Attn: Ms. Dorothy A. Urbanec

2 55 PM MAY 10 '89

\$ 29<sup>00</sup>  
C18

*Lee A. Branch* RECORDER

Space Above This Line For Recorder's Use

SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THE ARROYO

PHASE 7

ORANGE COUNTY, CALIFORNIA

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDI-  
TIONS AND RESTRICTIONS (hereinafter "Supplementary Declaration")  
is made this 14 day of MARCH, 1989, by Rancho Santa  
Margarita Joint Venture, a California General Partnership, its  
successors and assigns ("Company") and The Fieldstone Company, a  
California corporation, its successors and assigns  
("Participating Builder"), sometimes hereinafter collectively  
referred to as the "Declarant."

R E C I T A L S:

A. Participating Builder is the fee owner of certain  
property in the County of Orange, State of California, described  
as:

Lots 1 to 54, inclusive, of Tract No. 13169,  
as per Map filed on May 26, 1988, in Book  
604, Pages 17 to 22, inclusive, of  
Miscellaneous Maps, records of said County  
(the "Residential Lots");

Lot B to G, inclusive, of Tract No. 13169,  
as per Map filed on May 26, 1988, in Book  
604, Pages 17 to 22, inclusive, of  
Miscellaneous Maps, records of said County;  
and Lot B of Tract No. 13167, as per Map  
filed on May 18, 1988, in Book 600, Pages 45  
to 47, inclusive, of Miscellaneous Maps,  
records of said County.

All of the above described property is hereinafter collectively  
referred to as the "Annexed Property".

B. The Annexed Property is part of the "Annexation Property" as such term is defined in that certain Declaration of Covenants, Conditions and Restrictions recorded on October 28, 1985, as Instrument No. 85-413883, of Official Records of said County, as amended by the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928, of Official Records of said County, and any amendments thereto (the "Declaration").

C. Declarant now desires that the Annexed Property be conveyed subject to the covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth and as set forth in the Declaration.

NOW, THEREFORE, it is declared as follows:

1. Except as defined herein, and unless the context clearly indicates otherwise, the terms used in this Supplementary Declaration are defined to mean the same as such terms are defined in the Declaration.

2. All of the Annexed Property is hereby made subject to all of the terms, covenants, conditions and provisions as set forth in the Declaration and specifically pursuant to the provisions of the Section entitled "Annexation Without Approval and Pursuant to General Plan" of the Article entitled "Annexations" of the Declaration to all intents and purposes as though said land were a part of the Initial Covered Property.

3. The recordation of this Supplementary Declaration shall constitute and effectuate the annexation of the Annexed Property, making said real property subject to the Declaration and subject to the functions, powers and jurisdiction of SAMLARC as provided in the Declaration, and thereafter said real property shall be part of the Covered Property and all of the Owners of Residences in the Annexed Property shall automatically be Members of SAMLARC and Owners under the Declaration.

4. All rights and easements reserved by the Declarant in the Declaration are hereby reserved over the Annexed Property, and any easements reserved in the Declaration to Company as Declarant for the benefit of Owners in and to any Community Property are hereby granted to the Participating Builder, together with the right and obligation of such Participating Builder to grant and transfer all of such easements to Owners as provided in the Declaration, including, without limitation, the nonexclusive easement for ingress and egress as such easement is more particularly described in the Section entitled "Certain Easements for Owners" of the Article entitled "Rights of Ownership and Easements" of the Declaration.

5. All obligations of Declarant under the Declaration are hereby extended to the Annexed Property as provided in the Declaration.

6. As provided in the Declaration, Regular Assessments and the entitlement to vote shall commence as to all Owners within the Annexed Property on the first day of the month following the first conveyance of a Residence by Declarant within the Annexed Property.

7. The Residential Lots are hereby designated to belong to The Arroyo Delegate District pursuant to the Section entitled "Establishment of Delegate Districts" of the Article entitled "Membership Voting Rights" of the Declaration.

8. Exhibit "C" attached hereto describes the Community Property (Trails) located within the Annexed Property.

9. The following Exhibit attached hereto describes certain property required to be maintained by SAMLARC pursuant to the Section entitled "Repair and Maintenance by SAMLARC" of the Article entitled "Repair and Maintenance" of the Declaration: Exhibit "F" describing portions of public rights-of-way.

10. The following portions of the Annexed Property are denominated as "Community Property" pursuant to the Sections entitled "Transfer of Title and/or Control" of the Article entitled "Repair and Maintenance" of the Declaration: Lot B of Tract No. 13167.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

RANCHO SANTA MARGARITA JOINT VENTURE, a California General Partnership

By: Santa Margarita Realty Company, a California corporation, a General Partner

By: [Signature]  
Walter F. Niemann, Jr., Sr. Vice President

By: [Signature]  
Donald E. Moe, Vice President  
("Company")

THE FIELDSTONE COMPANY, a California corporation

By: [Signature]

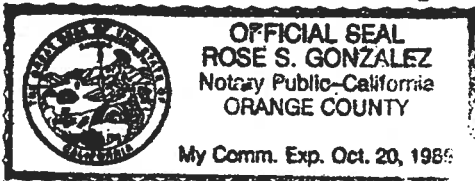
By: [Signature]  
("Participating Builder")



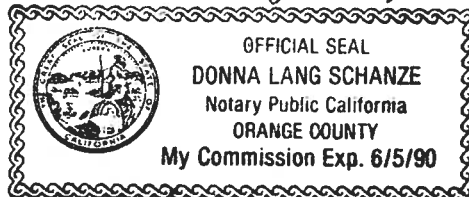
STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE ) ss.

On March 14, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared D.R. Landeis & Frank Foster, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as Vice Pres & Asst. Sec. or on behalf of THE FIELDSTONE COMPANY, the corporation that executed the within instrument and acknowledged to me that said corporation executed the within instrument pursuant to its Bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



Rose S. Gonzalez  
Notary Public in and for said State



STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE ) ss.

On April 17, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Walter F. Niemann, Jr. and Donald E. Moe, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as Sr. Vice President and Vice President Secretary, respectively, or on behalf of SANTA MARGARITA REALTY COMPANY, the corporation therein named that executed the within instrument on behalf of RANCHO SANTA MARGARITA JOINT VENTURE, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Donna Lang Schanze  
Notary Public in and for said State

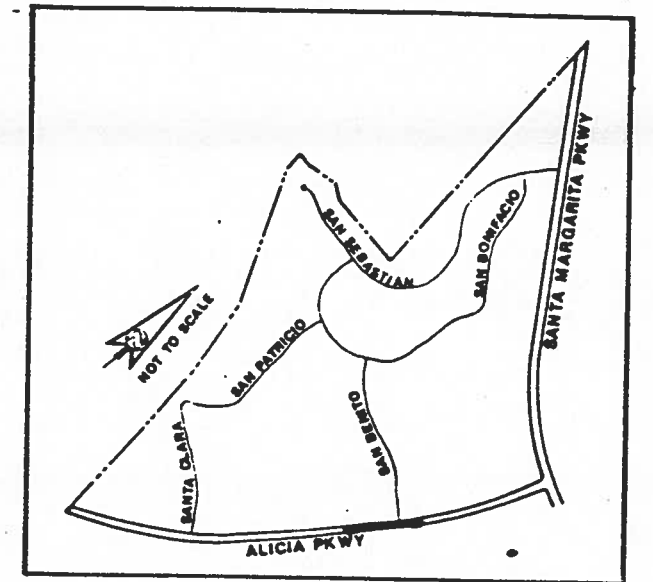
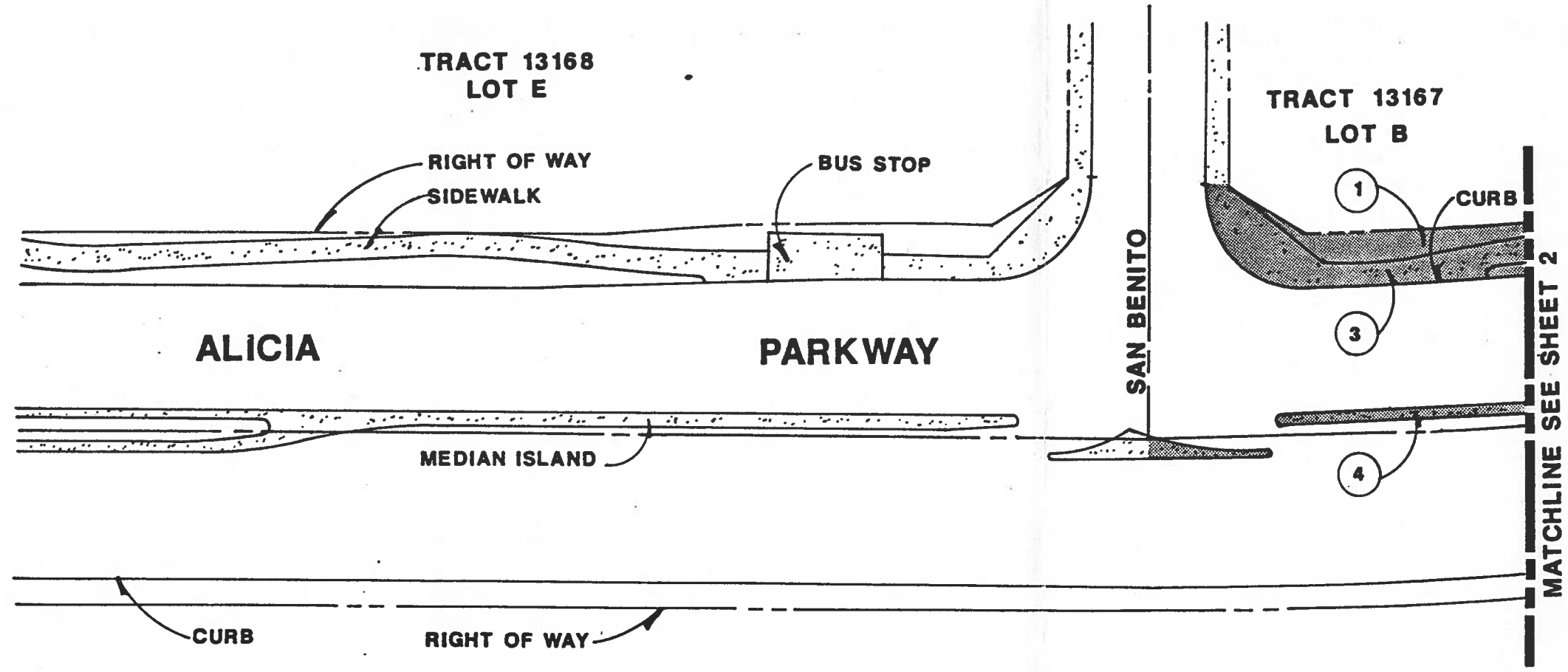
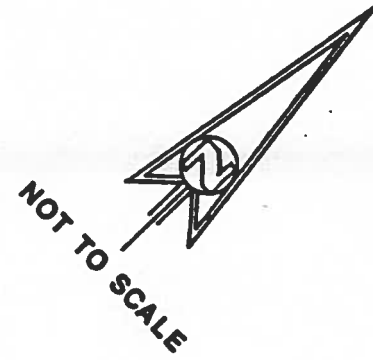
89-248014

EXHIBIT "C"

Lot B of Said Tract No. 13167



89-248014

89-248014



VICINITY MAP

### LEGEND

-  Maintenance within the public right of way.
-  Concrete

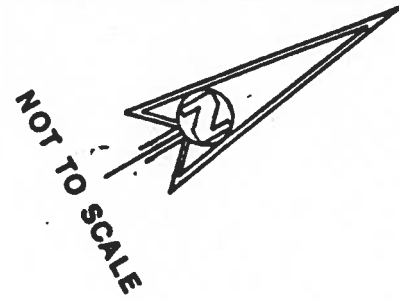
Maintenance Corporation maintenance obligations shall be:

- ① Maintenance of landscaping between curb and right of way.
- ② Maintenance of landscaping within median island.
- ③ Maintenance of sidewalk between curb and right of way line which exceeds maintenance by the County of Orange.
- ④ Maintenance of hardscape within the median island which exceeds maintenance by the County of Orange.

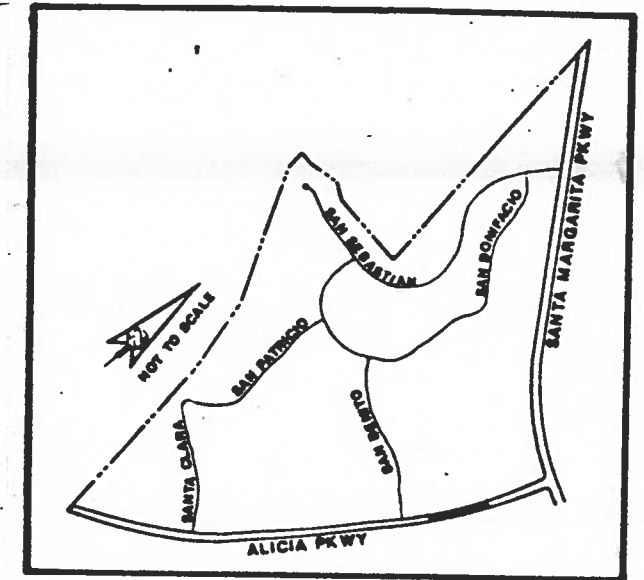
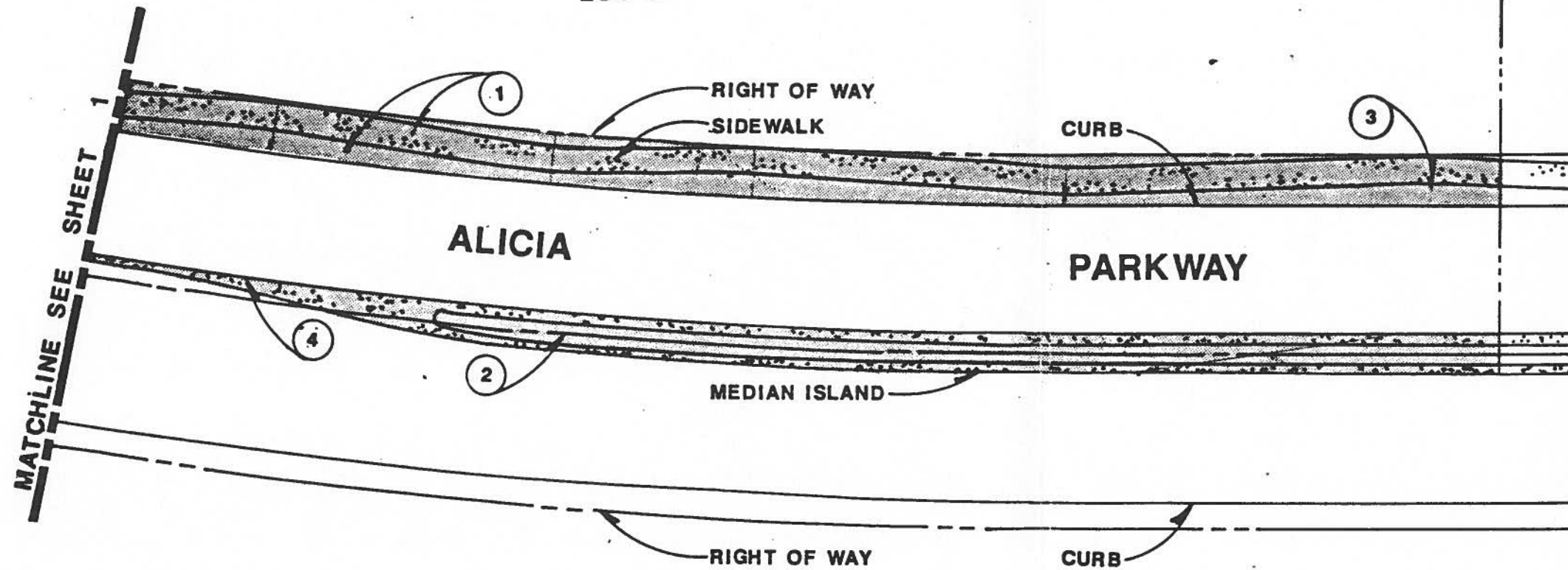
TRACT NO. 13167  
 EXHIBIT F  
 MAINTENANCE WITHIN  
 PUBLIC RIGHT OF WAY  
 SHEET 1 OF 2 FEB 2 1989

89-248014

89-248014





TRACT 13167  
LOT B



VICINITY MAP

### LEGEND

-  Maintenance within the public right of way.
-  Concrete

Maintenance Corporation maintenance obligations shall be:

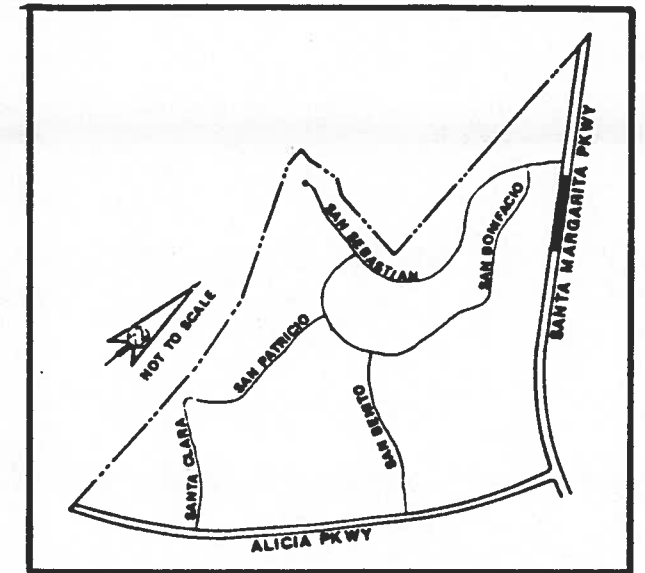
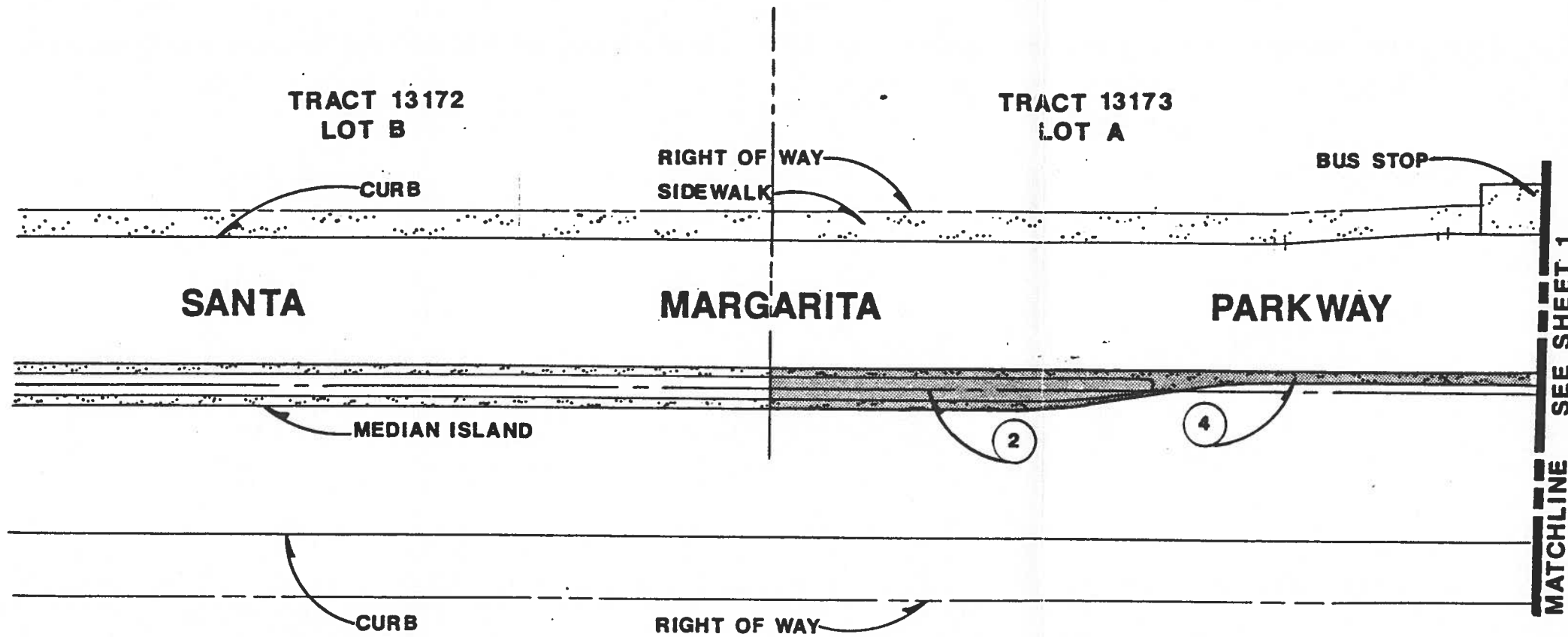
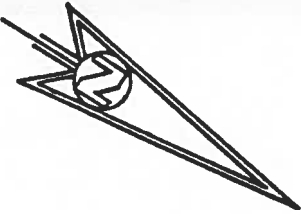
- ① Maintenance of landscaping between curb and right of way.
- ② Maintenance of landscaping within median island.
- ③ Maintenance of sidewalk between curb and right of way line which exceeds maintenance by the County of Orange.
- ④ Maintenance of hardscape within the median island which exceeds maintenance by the County of Orange.

TRACT NO. 13167  
EXHIBIT F  
MAINTENANCE WITHIN  
PUBLIC RIGHT OF WAY

89-248014


89-248014

NOT TO SCALE



VICINITY MAP

### LEGEND

 Maintenance within the public right of way.

 Concrete

Maintenance Corporation maintenance obligations shall be:

- ① Maintenance of landscaping between curb and right of way.
- ② Maintenance of landscaping within median island.
- ③ Maintenance of sidewalk between curb and right of way line which exceeds maintenance by the County of Orange.
- ④ Maintenance of hardscape within the median island which exceeds maintenance by the County of Orange.

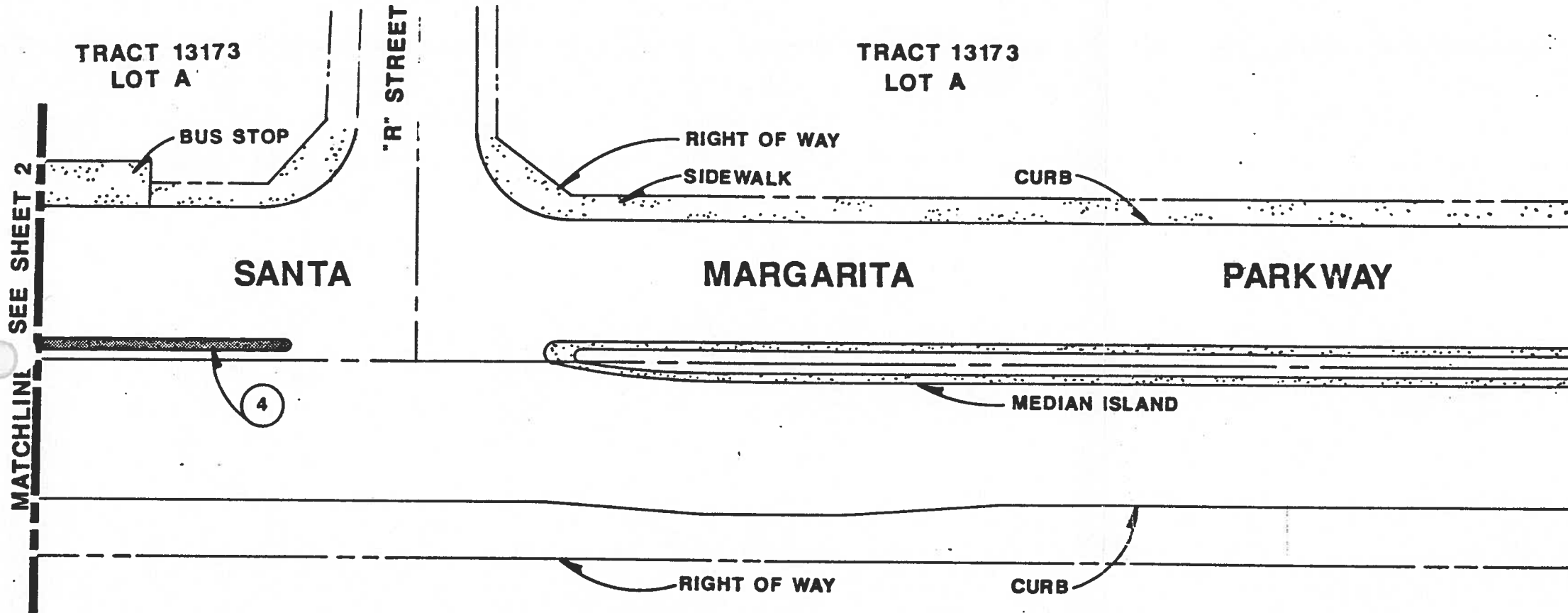
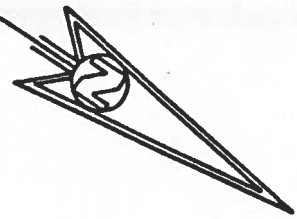
TRACT NO. 13173  
EXHIBIT F  
MAINTENANCE WITHIN  
PUBLIC RIGHT OF WAY

SHEET 1 OF 2 FEB 2 1989

89-248014

89-248014

NOT TO SCALE



SEE SHEET 2  
MATCHLINE

TRACT 13173  
LOT A

'R' STREET

BUS STOP

TRACT 13173  
LOT A

RIGHT OF WAY  
SIDEWALK

CURB

SANTA

MARGARITA

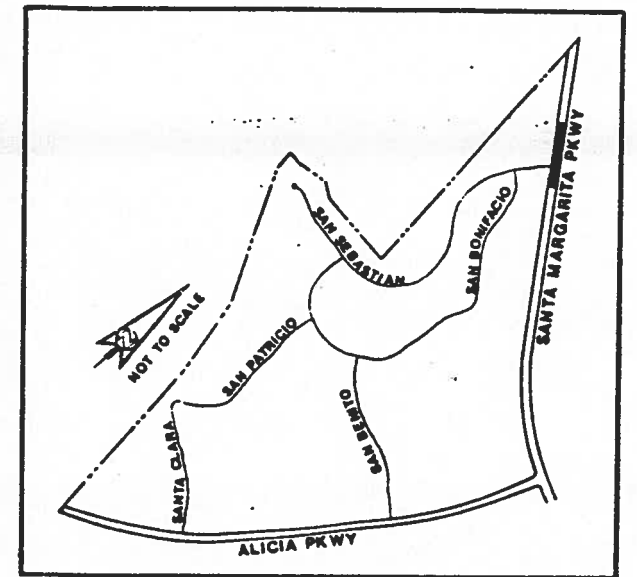
PARKWAY

MEDIAN ISLAND

RIGHT OF WAY

CURB

4



VICINITY MAP

### LEGEND



Maintenance within the public right of way.



Concrete

Maintenance Corporation maintenance obligations shall be:

1

Maintenance of landscaping between curb and right of way.

2

Maintenance of landscaping within median island.

3

Maintenance of sidewalk between curb and right of way line which exceeds maintenance by the County of Orange.

4

Maintenance of hardscape within the median island which exceeds maintenance by the County of Orange.

TRACT NO. 13173  
EXHIBIT F  
MAINTENANCE WITHIN  
PUBLIC RIGHT OF WAY

89-226215

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INS. CO.

RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY CALIFORNIA

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

3:30 APR 28 1989  
P.M.

PETTIS, TESTER, KRUSE & KRINSKY  
18881 Von Karman, 16th Floor  
Irvine, California 92715  
Attn: Ms. Dorothy A. Urbanec

\$21.00  
C18

*Lee A Branch* RECORDER

Space Above This Line For Recorder's Use

SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THE ARROYO

PHASE 8

ORANGE COUNTY, CALIFORNIA

THIS SUPPLEMENTARY DECLARATION OF COVENANTS, CONDI-  
TIONS AND RESTRICTIONS (hereinafter "Supplementary Declaration")  
is made this 14 day of March, 1989, by Rancho Santa  
Margarita Joint Venture, a California General Partnership, its  
successors and assigns ("Company") and The Fieldstone Company, a  
California corporation, its successors and assigns ("Participat-  
ing Builder"), sometimes hereinafter collectively referred to as  
the "Declarant."

R E C I T A L S:

A. Participating Builder is the fee owner of certain  
property in the County of Orange, State of California, described  
as:

Lots 1 to 6, inclusive, of Tract No. 13173,  
as per Map filed on May 27, 1988, in Book  
604, Pages 39 to 41, inclusive, of Miscel-  
laneous Maps, records of said County; and  
Lots 1 to 10, inclusive, of Tract No. 13167,  
as per Map filed on May 18, 1988, in Book  
600, Pages 45 to 47, inclusive, of Miscel-  
laneous Maps, records of said County (the  
"Residential Lots");

Lots A and C of Tract No. 13167, as per Map  
filed on May 18, 1988, in Book 600, Pages 45  
to 47, inclusive, of Miscellaneous Maps,  
records of said County; and Lot A of Tract  
No. 13173, as per Map filed on May 27, 1988,  
in Book 604, Pages 39 to 41, inclusive, of  
Miscellaneous Maps, records of said County.

All of the above described property is hereinafter collectively referred to as the "Annexed Property".

B. The Annexed Property is part of the "Annexation Property" as such term is defined in that certain Declaration of Covenants, Conditions and Restrictions recorded on October 28, 1985, as Instrument No. 85-413883, of Official Records of said County, as amended by the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928, of Official Records of said County, and any amendments thereto (the "Declaration").

C. Declarant now desires that the Annexed Property be conveyed subject to the covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth and as set forth in the Declaration.

NOW, THEREFORE, it is declared as follows:

1. Except as defined herein, and unless the context clearly indicates otherwise, the terms used in this Supplementary Declaration are defined to mean the same as such terms are defined in the Declaration.

2. All of the Annexed Property is hereby made subject to all of the terms, covenants, conditions and provisions as set forth in the Declaration and specifically pursuant to the provisions of the Section entitled "Annexation Without Approval and Pursuant to General Plan" of the Article entitled "Annexations" of the Declaration to all intents and purposes as though said land were a part of the Initial Covered Property.

3. The recordation of this Supplementary Declaration shall constitute and effectuate the annexation of the Annexed Property, making said real property subject to the Declaration and subject to the functions, powers and jurisdiction of SAMLARC as provided in the Declaration, and thereafter said real property shall be part of the Covered Property and all of the Owners of Residences in the Annexed Property shall automatically be Members of SAMLARC and Owners under the Declaration.

4. All rights and easements reserved by the Declarant in the Declaration are hereby reserved over the Annexed Property, and any easements reserved in the Declaration to Company as Declarant for the benefit of Owners in and to any Community Property are hereby granted to the Participating Builder, together with the right and obligation of such Participating Builder to grant and transfer all of such easements to Owners as provided in the Declaration, including, without limitation, the nonexclusive easement for ingress and egress as such easement is more particularly described in the Section entitled "Certain Easements for Owners" of the Article entitled "Rights of Ownership and Easements" of the Declaration.



5. All obligations of Declarant under the Declaration are hereby extended to the Annexed Property as provided in the Declaration.

6. As provided in the Declaration, Regular Assessments and the entitlement to vote shall commence as to all Owners within the Annexed Property on the first day of the month following the first conveyance of a Residence by Declarant within the Annexed Property.

7. The Residential Lots are hereby designated to belong to The Arroyo Delegate District pursuant to the Section entitled "Establishment of Delegate Districts" of the Article entitled "Membership Voting Rights" of the Declaration.

8. Exhibit "C" attached hereto describes the Community Property (Trails) located within the Annexed Property.

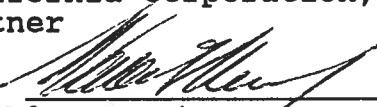

9. The following Exhibit attached hereto describes certain property required to be maintained by SAMLARC pursuant to the Section entitled "Repair and Maintenance by SAMLARC" of the Article entitled "Repair and Maintenance" of the Declaration: Exhibit "F" describing portions of public rights-of-way.

10. The following portions of the Annexed Property are denominated as "Community Property" pursuant to the Sections entitled "Transfer of Title and/or Control" of the Article entitled "Repair and Maintenance" of the Declaration: Lot A of Tract No. 13173.

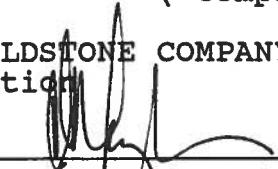

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

RANCHO SANTA MARGARITA JOINT VENTURE, a  
California General Partnership

By: Santa Margarita Realty Company, a  
California corporation, a General  
Partner

By:   
Walter F. Niemann, Jr., Sr. Vice President  
By:   
Donald E. Moe, Vice President  
("Company")

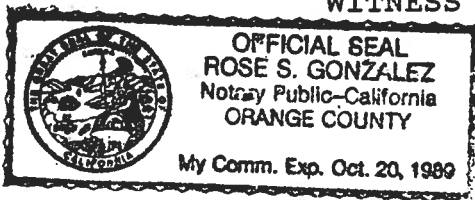
THE FIELDSTONE COMPANY, a California  
corporation

By:   
By:   
("Participating Builder")

STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE ) ss.

On March 14, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared D.R. Langford & Frank Foster, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as Vice Pres & Asst. Sec. or on behalf of THE FIELDSTONE COMPANY, the corporation that executed the within instrument and acknowledged to me that said corporation executed the within instrument pursuant to its Bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



Rose S. Gonzalez  
Notary Public in and for said State

STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE ) ss.

On April 25, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Walter F. Niemann, Jr. & Donald E. Moe, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as Sr. Vice President and Vice President Secretary, respectively, or on behalf of SANTA MARGARITA REALTY COMPANY, the corporation therein named that executed the within instrument on behalf of RANCHO SANTA MARGARITA JOINT VENTURE, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

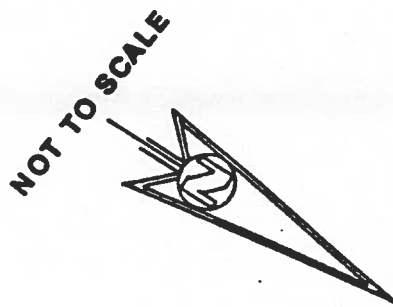


Sherri L Lundgren  
Notary Public in and for said State

89-226215

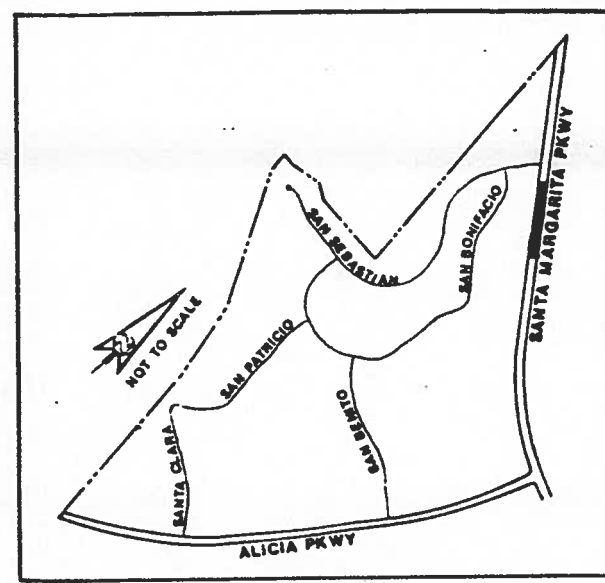
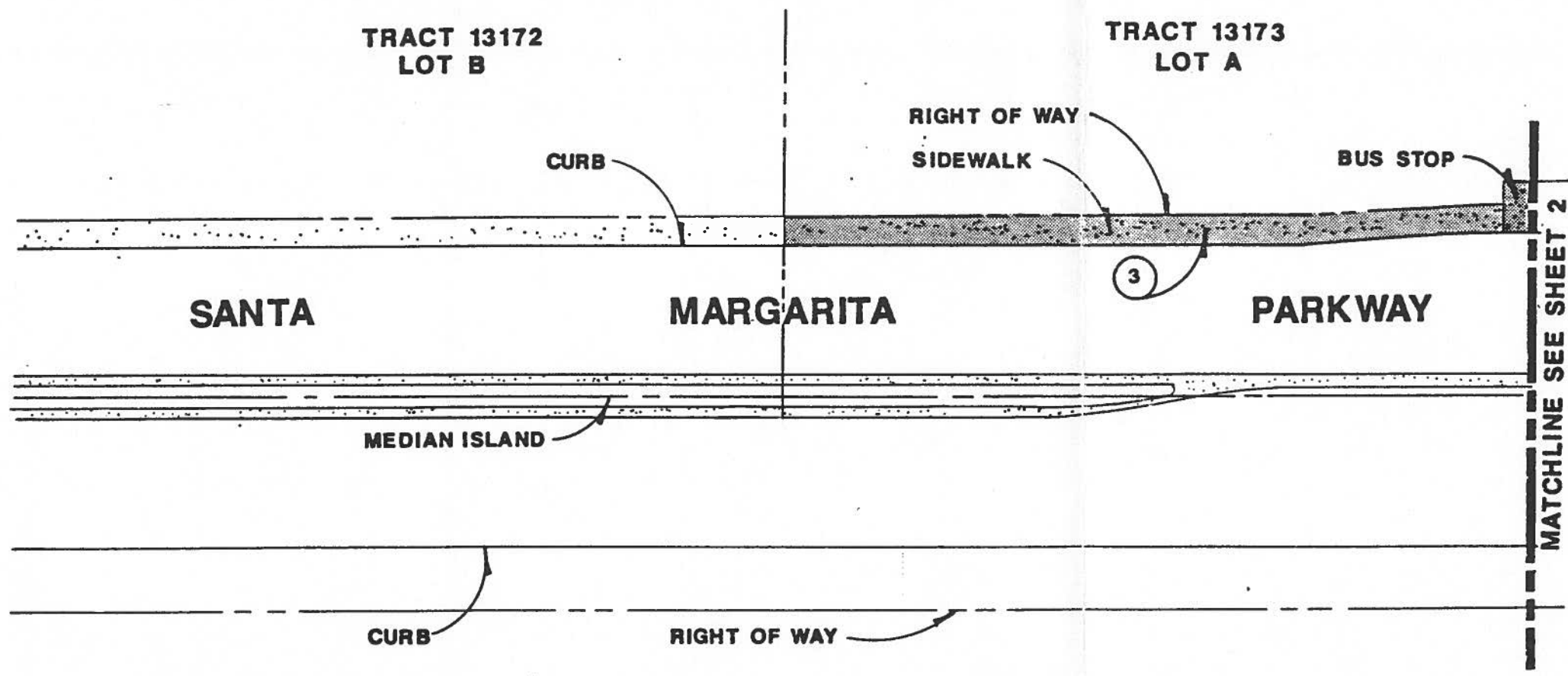
EXHIBIT "C"

Lot A of Said Tract No. 13173





TRACT 13172  
LOT B

TRACT 13173  
LOT A



VICINITY MAP

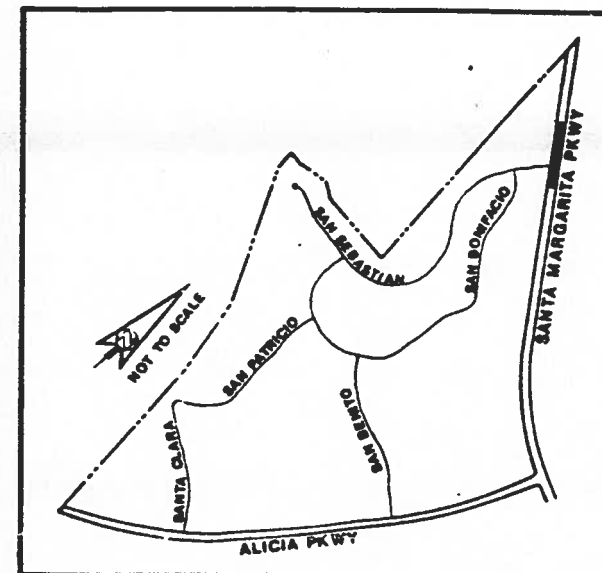
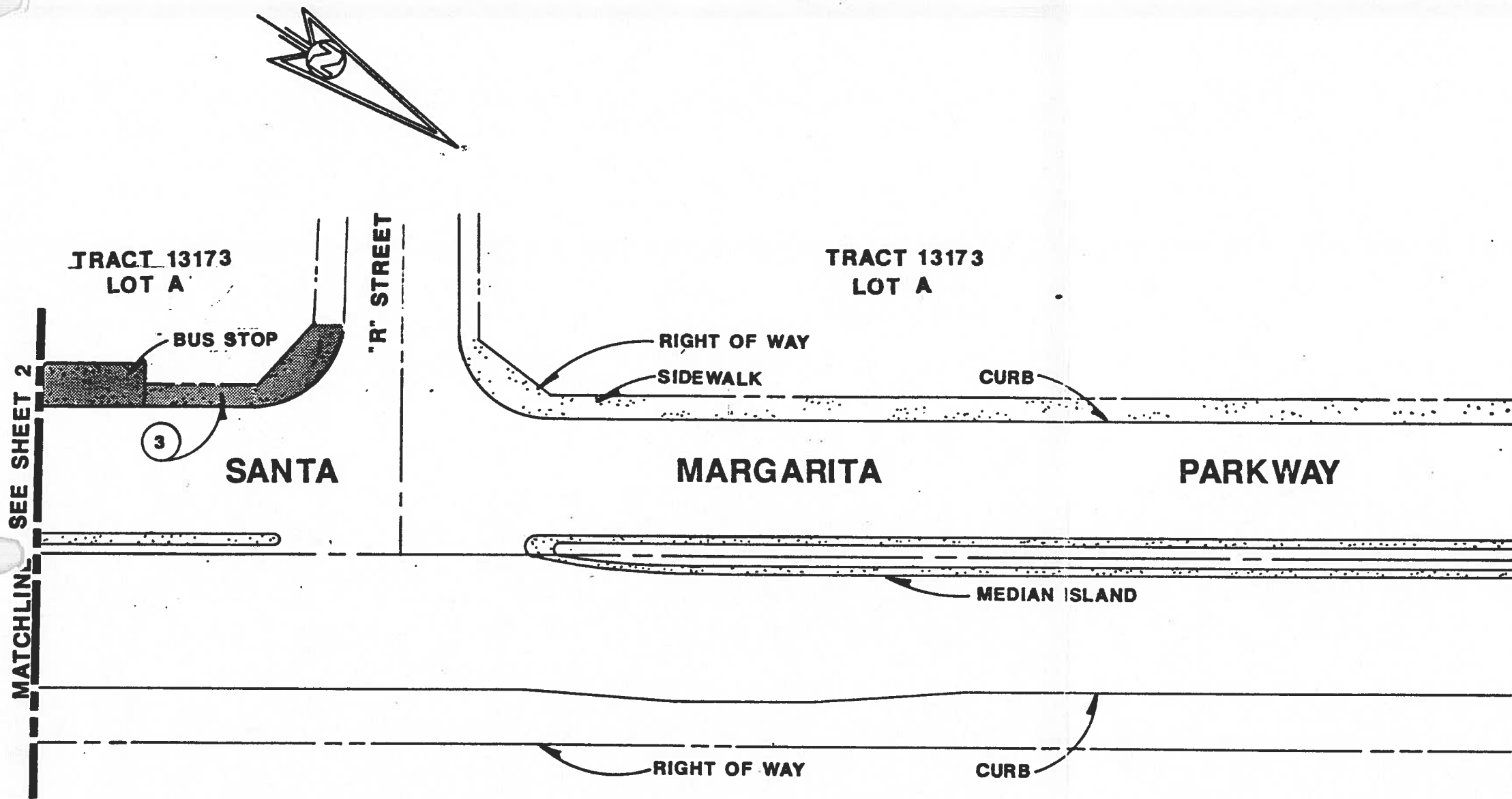
### LEGEND

-  Maintenance within the public right of way.
-  Concrete

Maintenance Corporation maintenance obligations shall be:



- ① Maintenance of landscaping between curb and right of way.
- ② Maintenance of landscaping within median island.
- ③ Maintenance of sidewalk between curb and right of way line which exceeds maintenance by the County of Orange.
- ④ Maintenance of hardscape within the median island which exceeds maintenance by the County of Orange.

TRACT NO. 13173  
 EXHIBIT F  
 MAINTENANCE WITHIN  
 PUBLIC RIGHT OF WAY  
 SHEET 1 OF 2 FEB 2 1989



VICINITY MAP

**LEGEND**

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-  Concrete

Maintenance Corporation maintenance obligations shall be:

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TRACT NO. 13173  
EXHIBIT F  
MAINTENANCE WITHIN  
PUBLIC RIGHT OF WAY