

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR**

**TRAILWOOD MAINTENANCE ASSOCIATION**

THIS DECLARATION is made by THE IRVINE COMPANY, a Michigan corporation ("Declarant"). Except as otherwise specified herein, the capitalized words and phrases used in this Declaration shall have the meanings specified in Article I hereof.

**P R E A M B L E:**

A. Declarant is the owner of certain real property (exclusive of public rights-of-way) in the unincorporated area of the County of Orange, State of California, more particularly described in *Exhibit "A"* attached hereto and incorporated herein, which property constitutes the First Subdivision.

B. All of the Properties will be developed with certain common objectives, and Owners of Lots or Condominiums within the Properties will have certain common interests. The Properties will be developed with objectives designed to preserve the value of and to benefit all the Lots, Condominiums, Association Property and Common Area within the Properties, even though such areas may be of slightly different character. Said common development plan imposes reciprocal burdens and benefits on all of the Properties, such that each portion and the entirety of the Properties are both burdened by the provisions of this Declaration for the benefit of each other portion of the Properties, and benefited by the burdens imposed on each other portion of the Properties.

C. The Properties comprise a "master planned community" (as defined in Section 2792.32 of Title 10 of the California Code of Regulations) which is also a common interest development pursuant to the Davis-Stirling Common Interest Development Act, including the Association formed under the Nonprofit Mutual Benefit Corporation Law of the State of California, to which shall be delegated and assigned the powers and functions of (1) owning, maintaining and administering the Association Property for the use of its Members and authorized guests, (2) administering and enforcing the Restrictions, and (3) collecting and disbursing the assessments and charges hereinafter created.

D. Declarant hereby declares that all of the Properties shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the easements, restrictions, covenants, conditions and equitable servitudes contained in this Declaration, all of which are for the purpose of preserving and protecting the value, attractiveness and desirability of the Properties, in furtherance of a comprehensive plan for the protection, maintenance,

subdivision, improvement, sale and lease of the Properties, or any portion thereof. The covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges set forth herein shall run with the Properties; shall be binding upon all persons having any right, title or interest in the Properties, or any part thereof, their heirs, successive owners and assigns; shall inure to the benefit of every portion of the Properties and any interest therein; shall inure to the benefit of and be binding upon Declarant, the Merchant Builders, and their successive owners and each Owner and his or her respective successors-in-interest; and may be enforced by Declarant, any Merchant Builder, any Owner or the Association. Furthermore, the development of the Properties shall be consistent with the overall plan of development, if any, submitted to the Department of Veterans Affairs and the Federal Housing Administration. The provisions of this Declaration are in addition to the covenants, conditions and restrictions of the Meadowood Declaration described in Article I below, to which this Declaration is subject and subordinate.

## ARTICLE I

### 1. Definitions.

Unless otherwise expressly provided, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

#### 1.1. Annexable Area.

Annexable Area means the real property described in *Exhibit "C,"* all or any portion of which property may be made subject to this Declaration pursuant to the provisions of Article II hereof. The maximum number of Residences which may be added to the Properties pursuant to Article II is six hundred seventy-five (675).

#### 1.2. Articles.

Articles means the Articles of Incorporation of the Association, as amended. A copy of the Articles is attached hereto as *Exhibit "D."*

#### 1.3. Association.

Association means Trailwood Maintenance Association, a California nonprofit corporation (formed pursuant to the Nonprofit Mutual Benefit Corporation Law), its successors and assigns. The Association is an "association" as defined in Section 1351(a) of the California Civil Code and a "Project Association" for purposes of the Meadowood Declaration.

#### 1.4. Association Property.

Association Property means all the real and personal property and Improvements which are owned in fee simple at any time by the Association, or over which the Association has an easement or encroachment permit for the use, care or maintenance thereof, for the common benefit, use and enjoyment of Owners, as further provided in Article III of this Declaration. The Association Property includes (for maintenance purposes but not necessarily fee ownership)