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DOC # 2000-489243
12/08/2000

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County of Riverside
Assessor, County Clerk & Recorder

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**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATION
OF EASEMENTS FOR
ORANGECREST COUNTRY
(DELEGATE DISTRICT NO. 4/TRACT 28866-3, PHASE 4)**

THIS SUPPLEMENTAL DECLARATION is made on Oct 13, 2000, by ORANGECREST HILLS, L P , a Washington limited partnership ("*Declarant*"), and SWC ORANGECREST 56, LLC, a California limited liability company ("*Merchant Builder*") Declarant and Merchant Builder are sometimes hereinafter individually or collectively referred to as a "*Party*" or the "*Parties*."

P R E A M B L E

A Merchant Builder is the record owner of certain real property in the City of Riverside ("*City*"), County of Riverside ("*County*"), State of California, described as

Lots 1 to 5, inclusive, 27 to 35, inclusive, 54 to 56, inclusive, and Lots F and I of Tract No 28866-3, as shown on a Subdivision Map recorded in Book 299, Pages 6 through 11, inclusive, of Maps, in the Office of the Riverside County Recorder

The numbered Lots above are collectively referred to herein as the "*Residential Area*."

B Declarant, Merchant Builder or both are the record owners (exclusive of

SUBDIVISION APPROVAL 11/16/00
 by [Signature]
 SURVEYOR, CITY OF RIVERSIDE

CLA696

public rights-of-way) of certain real property ("*Association Property*") described on *Exhibit "I"* attached hereto. The Residential Area and the Association Property are collectively referred to hereinafter as the "*Annexed Territory*."

C The Annexed Territory is a part of a subdivision, known as Tract No 28866-3 as described above, which is currently planned to be developed sequentially in Phases of Development by Merchant Builder, its successors, or both. The term Tract No. 28866-3 in this Supplemental Declaration means the Annexed Territory and such portions of Annexable Area within Tract No 28866-3 which are annexed to the Declaration, defined below, pursuant to Article II thereof.

D The Annexed Territory is part of the Annexable Area as defined in that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements as amended ("*Declaration*"), for Orangecrest Country ("*Properties*"). The Declaration was recorded on March 10, 2000, as Instrument No. 2000-089902, in Official Records of the County of Riverside, California. The Declaration is binding upon all Owners of Lots in the Properties presently covered by the Declaration.

E Declarant is the "Declarant", as defined in the Declaration. Merchant Builder is a "Merchant Builder" as defined in the Declaration. In furtherance of the master development plan for the Properties as described in the Declaration, Merchant Builder intends to improve and sell the Residential Area in the Annexed Territory to the public, and Declarant and Merchant Builder intend to provide for the maintenance of the Association Property in the Annexed Territory for the benefit of the Owners of all Lots in the Properties, subject to the provisions of the Declaration, this Supplemental Declaration and any amendments thereto.

F Pursuant to Article II of the Declaration, the Parties now desire to add the Annexed Territory to the Properties subject to the Declaration as a portion of the Association Delegate District which is described in the title of this Supplemental Declaration.

THEREFORE, THE PARTIES HEREBY DECLARE AS FOLLOWS:

1 Definitions Except as otherwise expressly defined herein, the capitalized words and phrases in this Supplemental Declaration shall have the same meanings as defined in the Declaration.

2 Annexation of Territory and Establishment of Comprehensive Plan

2.1 Comprehensive Plan This Supplemental Declaration is hereby established in furtherance of the comprehensive plan for the improvement and sale of Lots within the Annexed Territory and for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Annexed Territory and each Lot therein.

2.2 Annexation. The Parties hereby declare that the Annexed Territory is a part of the Properties subject to the Declaration. The Annexed Territory is and shall be held,

conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Supplemental Declaration, and the Declaration

2.3 Delegate District The Annexed Territory comprises a portion of the Association Delegate District which is described in the title of this Supplemental Declaration

2.4 Phase of Development. The Annexed Territory comprises a single Phase of Development of the Properties

2.5 Equitable Servitudes The covenants, conditions and restrictions of this Supplemental Declaration and the Declaration are hereby imposed as equitable servitudes upon the Annexed Territory and each Lot therein, as a servient tenement, for the benefit of each and every other Lot within the Properties and the Association Property, as the dominant tenements

2.6. Covenants Appurtenant The covenants, conditions and restrictions of this Supplemental Declaration shall run with, and shall inure to the benefit of and shall be binding upon all of the Annexed Territory, and shall be binding upon and inure to the benefit of all Persons having, or hereafter acquiring, any right, title or interest in all or any portion of the Annexed Territory, and their successive owners and assigns

2.7 Restrictions This Supplemental Declaration is recorded pursuant to Article II, Section 2.3 of the Declaration, and each of the provisions hereof shall be deemed a part of the Restrictions and may be enforced as provided in the Declaration for the enforcement of the other provisions thereof

2.8 Membership The Owners of Lots in the Annexed Territory shall automatically become Members of the Orangecrest Country Community Association (the "*Association*") described in Article IV of the Declaration).

3 Land Classifications.

3.1 Residential Area The Residential Area (other than those portions, if any, comprising Association Property owned as easements) in the Annexed Territory is hereby designated as Residential Area pursuant to Article II of the Declaration.

3.2. Association Property. The Association Property in the Annexed Territory is hereby designated, pursuant to Article II of the Declaration, to be Association Property as defined in Article I of the Declaration. Portions of the Association Property described herein ("*Multi-Phased Association Property*") may also be designated for Association ownership pursuant to a separately Recorded Supplemental Declaration in connection with another Phase of Development ("*Alternative Phase*")

3.2.1. Title to Association Property The Parties hereby grant to

the Association a nonexclusive easement of access, ingress and egress, for use, maintenance, repair, replacement and other purposes set forth in the Declaration over their respectively owned Association Property, if any, designated on *Exhibit "1"* hereto for easement ownership by the Association, such easement to be effective upon the first Close of Escrow for the sale of a Lot in the Residential Area of the Annexed Territory. No Owner or Project Association shall interfere with the exercise by the Association of its rights under the easements granted herein or in the Declaration. The Association Property, if any, designated on *Exhibit "1"* hereto for fee ownership by the Association shall be conveyed to the Association prior to the first Close of Escrow for the sale of a Lot in the Residential Area of the Annexed Territory, as further provided in Section 3.6.1 of the Declaration. The Association shall also maintain the Public Property (as defined in the Declaration), if any, depicted on *Exhibit "1"* hereto.

3.2.2. Commencement of Maintenance. The Association shall become responsible for maintenance of the Association Property, including any Public Property designated on *Exhibit "1"* hereto, concurrently with the commencement of Common Assessments in the Annexed Territory; provided that maintenance by the Association of Multi-Phased Association Property, if any, shall commence concurrently with the commencement of Common Assessments in the Annexed Territory or the Alternative Phase, whichever occurs first.

3.2.3. Relocation of Association Property Easement. Any Association Property comprising easements over real property (other than Public Property) the fee title to which has not been made subject to the Declaration ("*Interim Easement Area*") shall be subject to relocation, modification or termination in order to accommodate the final plan of development for the future Phase of Development in which the Interim Easement Area is located. Such relocation, modification or termination shall be set forth in the Recorded instrument annexing fee title to the Interim Easement Area to the Declaration. Notwithstanding the foregoing, no such relocation, modification or termination shall prevent access to any portion of the Properties.

3.2.4. Initial Maintenance Responsibility. The Merchant Builder shall be responsible for maintenance of the Association Property, including any Public Property, designated on Exhibit "1" until commencement of Common Assessments in the Annexed Territory.

4. Assessment Obligations. The rights and obligations of all Owners of Lots located in the Annexed Territory with respect to Association assessments shall be as set forth in the Declaration and this Supplemental Declaration. All assessments provided for in the Declaration shall commence as to each Lot in the Annexed Territory on the first day of the first month following the month in which the first Close of Escrow occurs for the sale of a Lot in the Annexed Territory.

5. Architectural Committee Rules/Views. The Board may but need not adopt and enforce supplemental Architectural Committee Rules which are solely applicable to the Annexed Territory; provided that such supplemental Architectural Committee Rules are first

approved by Declarant pursuant to the Declaration. Such supplemental Architectural Committee Rules shall be in addition to any Architectural Committee Rules generally applicable to the Properties and may address design, color, siting and other matters within the jurisdiction of the Architectural Committee which are distinctive or unique to the Annexed Territory or Planned Development in which the Annexed Territory is located. There are no views in the Annexed Territory which are protected to any extent pursuant to the Declaration or this Supplemental Declaration, as further provided in the Declaration

6 Miscellaneous Provisions

6 1 Amendment and Duration Until the first Close of Escrow for the sale of a Lot in the Annexed Territory, this Supplemental Declaration may be amended or terminated by Declarant and Merchant Builder in the manner set forth in Article II, Section 2 3 6(11) of the Declaration. Upon the first Close of Escrow in the Annexed Territory, this Supplemental Declaration may be amended or terminated only by complying with the requirements for amending or terminating the Declaration as set forth in Article XII of the Declaration Unless amended or terminated as provided herein, the provisions of this Supplemental Declaration shall continue and remain in full force and effect for so long as the Declaration remains in effect pursuant to Article XII of the Declaration

6 2 Enforcement and Non-Waiver Reference is hereby made to the provisions of Article XII of the Declaration, which Section is hereby incorporated in this Supplemental Declaration by such reference as though set forth herein

6 3 Restrictions Construed Together. All of the provisions of this Supplemental Declaration shall be liberally construed as part of the Restrictions to promote and effectuate the fundamental concepts of the Properties, as set forth in the Preamble of the Declaration Except as may be otherwise provided in this Supplemental Declaration or the Declaration, the rights and obligations of the Owners located in the Annexed Territory shall be the same as the rights and obligations of the other Owners now or hereafter affected by the Declaration

6 4 Restrictions Severable. Notwithstanding the foregoing Section 6.3, each of the provisions of this Supplemental Declaration shall be deemed independent and severable The invalidity or partial invalidity of any provision hereof shall not affect the validity or enforceability of any other provision hereof

6 5 Number/Captions As used in this Supplemental Declaration, all words in the masculine, feminine, or neuter gender, or the singular or plural number shall be construed to include the others, wherever the context so requires All captions or titles used in this Supplemental Declaration are intended solely for convenience of reference and shall not affect the interpretation of any of the terms or provisions of this Supplemental Declaration.

The Parties have executed this Supplemental Declaration the day and year first written above

"DECLARANT"

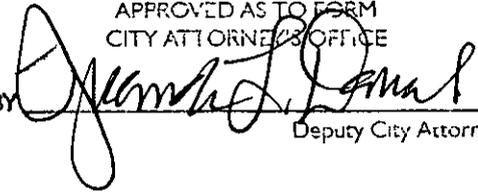
ORANGECREST HILLS, L P.
a Washington limited partnership

By CSW DEVELOPMENT &
CONSTRUCTION COMPANY (fka
Communities Southwest Development &
Construction Company), a Washington
corporation

By 
Its President, California Division

By _____
Its _____

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY 
Deputy City Attorney

"MERCHANT BUILDER"

SWC ORANGECREST 56, LLC,
a California limited liability company

By 
Steven Berzansky
Its Managing Member

By: 
David Peery
Its Managing Member

[NOTARIES ON FOLLOWING PAGE]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

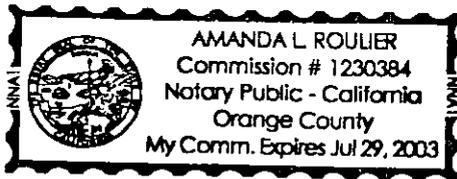
State of California

County of Orange } ss.

On 10-13-2000, before me, Amanda L. Roulier,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Thomas D. Pomeroy,
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Amanda L. Roulier
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

C/A 696

SUBORDINATION

The undersigned, as Beneficiary of the beneficial interest in and under that certain Deed of Trust dated March 16, 2000 and recorded on March 29, 2000 in the Official Records of Riverside County, California, as Instrument No. 9000-115445, which Deed of Trust is between SWC ORANGECREST 56, LLC, a California limited liability company, as Trustor, First American Title Insurance Co., as Trustee, and ORANGECREST HILLS, L.P., a Washington limited partnership, as Beneficiary, hereby expressly subordinates such Deed of Trust and its beneficial interests thereunder to the foregoing Supplemental Declaration, the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Orangecrest Country described therein ("**Declaration**"), and to all easements to be conveyed to the Association in accordance with the Declaration and the Supplemental Declaration. By executing this Subordination, the undersigned agrees that should the undersigned acquire title to all or any portion of the Properties by foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure or any other remedy in or relating to the Deed of Trust, the undersigned will acquire title subject to the provisions of the Declaration and the Supplemental Declaration, which shall remain in full force and effect.

Dated: 10/13, 2000.

"DECLARANT"

ORANGECREST HILLS, L.P.
a Washington limited partnership

By: CSW DEVELOPMENT &
CONSTRUCTION COMPANY (fka
Communities Southwest Development &
Construction Company), a Washington
corporation

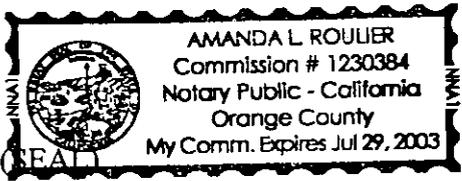
By: 
Its: President, California Division

By: _____
Its: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On 10-13, 2000, before me, Amanda L. Roulier, a
Notary Public in and for said State, personally appeared Thomas D. Pomeroy and
_____, personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) (is) (are) subscribed to the within
instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their)
authorized capacity(ies), and that by (his) (her) (their) signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Amanda L. Roulier
Notary Public in and for said State

CA 696

SUBORDINATION

The undersigned, as Beneficiary of the beneficial interest in and under that certain Deed of Trust dated March 23, 2000, and recorded on March 27, 2000, in the Official Records of Riverside County, California, as Instrument No. 110789, which Deed of Trust is between SWC Orancrest 56, LLC, as Trustor, First American Title Insurance Company, as Trustee, and MKA Capital Group, Inc., as Beneficiary, hereby expressly subordinates such Deed of Trust and its beneficial interests thereunder to the foregoing Supplemental Declaration, the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Orancrest Country ("Declaration"), and to all easements to be conveyed to the Association in accordance with the Declaration and the Supplemental Declaration. By executing this Subordination, the undersigned agrees that should the undersigned acquire title to all or any portion of the Properties by foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure or any other remedy in or relating to the Deed of Trust, the undersigned will acquire title subject to the provisions of the Declaration and the Supplemental Declaration, which shall remain in full force and effect.

Dated: October 24, 2000.

MKA Capital Group, Inc.
a California Corporation

By:

Michael A. Abraham

Its:

President

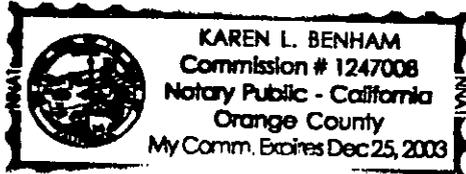
STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On October 24, 2000, before me, KAREN L. BENHAM, a Notary Public in and for said State, personally appeared MICHAEL A. ABRAHAM personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that (he) (she) executed the same in (his) (her) authorized capacity, and that by (his) (her) signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Karen L. Benham
Notary Public in and for said State

(SEAL)

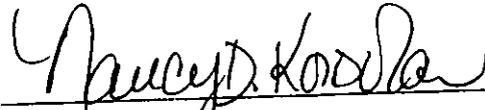


SUBORDINATION

The undersigned, as Beneficiary of the beneficial interest in and under that certain Deed of Trust dated March 2, 2000 and recorded on March 27, 2000, in the Official Records of Riverside County, California, as Instrument No. 2000-110790, which Deed of Trust is between SWC Orangecrest 56, LLC, a California limited liability company, as Trustor, IMPERIAL BANCORP, a California corporation, as Trustee, and IMPERIAL BANK, a California corporation, as Beneficiary, hereby expressly subordinates such Deed of Trust and its beneficial interests thereunder to the foregoing Supplemental Declaration, the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Orangecrest Country ("Declaration"), and to all easements to be conveyed to the Association in accordance with the Declaration and the Supplemental Declaration. By executing this Subordination, the undersigned agrees that should the undersigned acquire title to all or any portion of the Properties by foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure or any other remedy in or relating to the Deed of Trust, the undersigned will acquire title subject to the provisions of the Declaration and the Supplemental Declaration, which shall remain in full force and effect.

Dated: October 24, 2000.

IMPERIAL BANK
a California corporation

By: 
Nancy D. Kordoban
Its: Senior Vice President

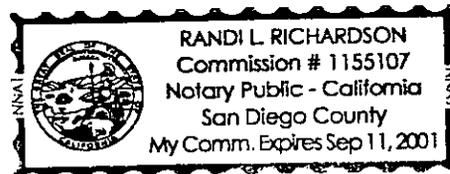
ACKNOWLEDGEMENT

State of California)
) ss.
County of San Diego)

On October 24, 2000 before me, Randi L. Richardson, a Notary Public in and for said County and State, personally appeared Nancy D. Kordoban personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

WITNESS my hand and official seal.

Randi L. Richardson
Notary Public



(Notary Seal)

EXHIBIT "1"

DESCRIPTION OF ASSOCIATION PROPERTY

All that certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

PARCEL NO. 1 [Association Property to be owned in fee]

Lots F and I of Tract 28866-3 as shown on a Map recorded in Book 299, Pages 6 through 11, inclusive, of Maps, in the Office of the Riverside County Recorder.

NOTE: Parcel No. 1 excludes, for maintenance purposes, those portions, if any, of the above-described Lot(s) which have been accepted for maintenance by a Local Governmental Agency (as defined in the Declaration).

PARCEL NO. 2 [Association Property to be owned as easements]

As provided in Section 3.2.1 of this Supplemental Declaration, the Association shall have nonexclusive easements of access, ingress and egress, for use, maintenance, repair, replacement and other purposes, over those portions of the following described real property:

Those portions of Lots 27 to 30, inclusive, of Tract 28866-3 as shown on a Map recorded in Book 299, Pages 6 through 11, inclusive, of Maps, in the Office of the Riverside County Recorder, which are designated as "*Association Property*" or "*Association Property Wall*" on the drawings attached hereto.

PARCEL NO. 3 [Public Property to be maintained by the Association]

Those landscaping and irrigation systems or other areas which are located adjacent to Lots F and I of Tract 28866-3 as shown on a Map recorded in Book 299, Pages 6 through 11, inclusive, of Maps, in the Office of the Riverside County Recorder.

NOTE: Parcel No. 3 excludes, for ownership purposes, the Public Property areas, if any, shown on the attached drawings, although the Association shall be responsible for maintaining such Public Property areas pursuant to the Declaration and this Supplemental Declaration.

DESCRIPTION APPROVAL 11/16/00
Walter R. Ayre by _____
SURVEYOR, CITY OF RIVERSIDE
for

EXHIBIT "1"

PARCEL NO. 1

LOTS "F" AND "I"

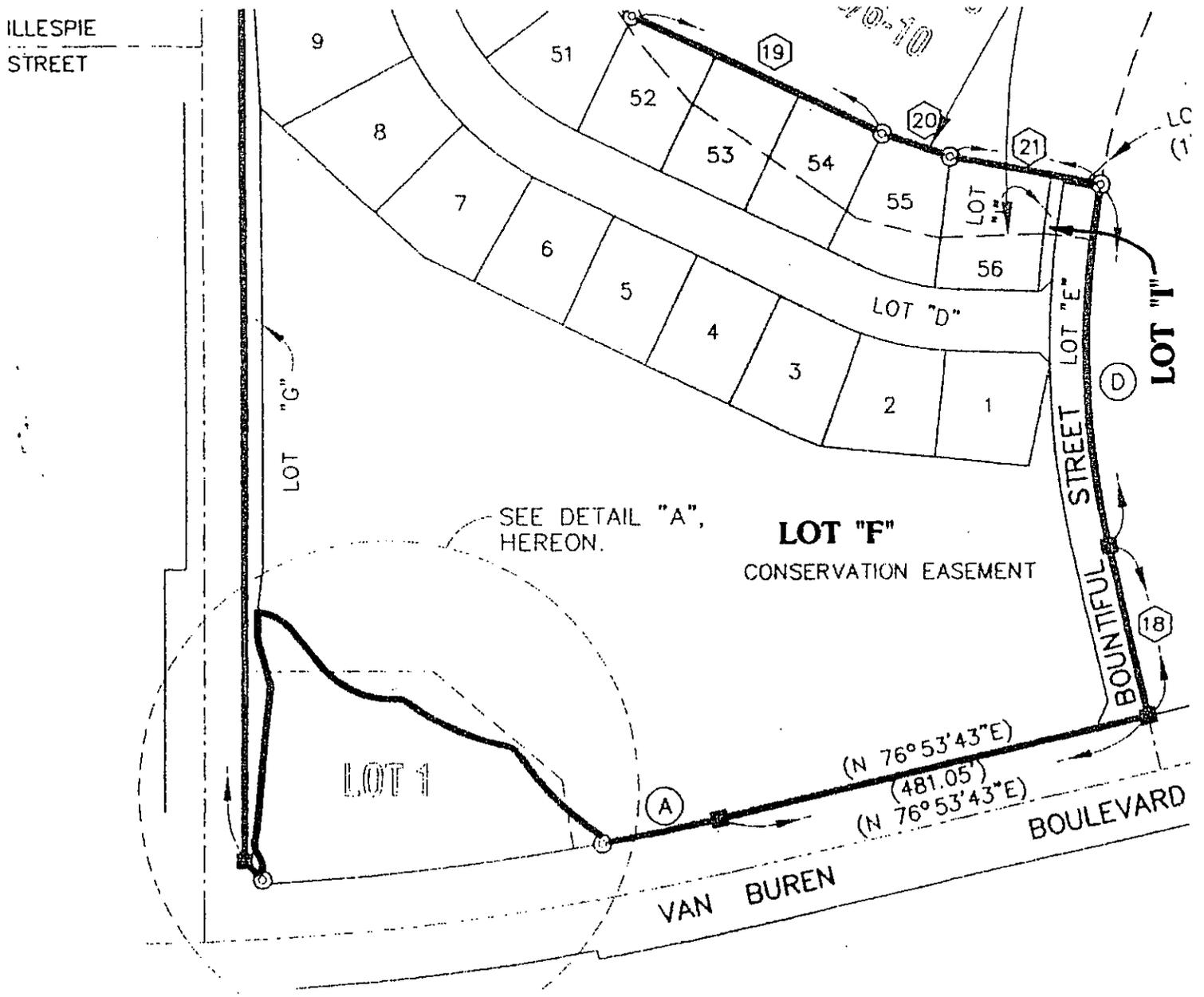


EXHIBIT "1"

PARCEL NO. 2

LOTS 27 TO 30

