RECORDING REQUESTED BY:
FIRST AMERICAN TITLE COMPANY

WHEN RECORDED MAIL TO:

DZIDA, CAREY & STEINMAN (JRS)
2 Park Plaza, Suite 1140
Irvine, CA 92614

COPY of Document Recorded on OCT 22 1999 as No. 465808 has not been compared with original.
GARY L. ORSO
County Recorder
RIVERSIDE COUNTY CALIFORNIA

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

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A	R	L			COPY	LONG	REFUND	NCHG	EXAM

(Space Above for Recorder's Use)

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CROWNE HILL (DELEGATE DISTRICT NO. 1/FAIRHAVEN, PHASE 3, TRACT 23143-3)

THIS SUPPLEMENTAL DECLARATION is made on 10-13, 1999, by CROWNE MEADOWS, L.P., a Washington limited partnership (***"Declarant"***), and RICHMOND AMERICAN HOMES OF CALIFORNIA, INC., a Colorado corporation (***"Merchant Builder"***). Declarant and Merchant Builder are sometimes hereinafter individually or collectively referred to as a ***"Party"*** or the ***"Parties."***

PREAMBLE:

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

> Lots 30 to 33, inclusive, 69 to 71, inclusive and 84 to 88, inclusive, of Tract No. 23143-3, as shown on a Subdivision Map recorded in Book 281, at Pages 67 *et seq.*, of Maps, in the Office of the Riverside County Recorder.

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

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

B. Declarant, Merchant Builder or both are the record owners (exclusive of public rights-of-way) of certain real property (***"Association Property"***) described on ***Exhibit "1"*** attached hereto. The Residential Area and the Association Property are collectively referred to hereinafter as the ***"Annexed Territory."***

C. 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 Crowne Hill (***"Properties"***). The Declaration was recorded on August 27, 1999, as Instrument No. 388244, in Official Records of the County of Riverside, California. The Declaration is binding upon all Owners of Lots and Condominiums in the Properties presently covered by the Declaration.

D. 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 and Condominiums in the Properties, subject to the provisions of the Declaration, this Supplemental Declaration and any amendments thereto.

E. 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 or Condominiums within the Annexed Territory and for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Annexed Territory and each Lot or Condominium 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 or Condominium therein, as a servient tenement, for the benefit of each and every other Lot and Condominium 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 or Condominiums in the Annexed Territory shall automatically become Members of the Temecula Crowne Hill 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 or Condominium 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 or Condominium 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. With the exception of Association Property accepted for maintenance by a Local Governmental Agency, 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.

4. Assessment Obligations. The rights and obligations of all Owners of Lots or Condominiums 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 or Condominium 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 or Condominium 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 the Condominium Project 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 or Condominium 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(ii) 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.

[SIGNATURES ON THE FOLLOWING PAGE]

[SIGNATURE PAGE TO
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATION
OF EASEMENTS FOR
CROWNE HILL]

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

"DECLARANT"

CROWNE MEADOWS, L.P.,
a Washington limited partnership

By: COMMUNITIES SOUTHWEST DEVELOPMENT-CONSTRUCTION COMPANY, a Washington corporation

Its: General Partner

By: _____

Its: PRESIDENT, CA DIVISION

By: _____

Its: _____

"MERCHANT BUILDER"

RICHMOND AMERICAN HOMES OF CALIFORNIA, INC., a Colorado corporation

By: _____

Its: SR. V.P.

By: _____

Its: V.P. Regional Manager

[NOTARIES ON FOLLOWING PAGE]

[NOTARY PAGE TO
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTION AND RESERVATION
OF EASEMENTS FOR
CROWNE HILL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On 10/13, 1999, before me, Nancy J. Webb, a Notary Public in and for said State, personally appeared Ralph Spargo and John M. Mecklenburg, 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.

Nancy J. Webb
Notary Public in and for said State

(SEAL)

NANCY J. WEBB
Commission # 1186295
Notary Public - California
San Diego County
My Comm. Expires Jun 8, 2002

[NOTARY PAGE TO
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTION AND RESERVATION
OF EASEMENTS FOR
CROWNE HILL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On 10-19, 1999, 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
Commission # 1230384
Notary Public - California
Orange County
My Comm. Expires Jul 29, 2003

(SEAL)

Amanda L Roulier
Notary Public in and for said State

EXHIBIT "1"

DESCRIPTION OF ASSOCIATION PROPERTY

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

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

None.

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 Lot 84 of Tract 23143-3, as shown on a Subdivision Map recorded in Book 281, at Pages 67 *et seq.*, of Maps, in the Office of the Riverside County Recorder, which are designated as ***"Association Property"*** on the drawings attached hereto.

EXHIBIT "1" CONTINUED

DRAWINGS DEPICTING ASSOCIATION PROPERTY EASEMENTS
AND
MAINTAINED PUBLIC PROPERTY

Robert Bein, William Frost & Associates
27555 Ynez Road, Suite 400
Temecula, CA 92591

August 31, 1999
JN 401480-M9

EXHIBIT "A"

Legal Description
Tract No. 23143-3
Slope and Drainage Easement

That certain parcel of land situated in the City of Temecula, County of Riverside, State of California, being those portions of Lots 80 through 84 of Tract No. 23143-3 filed in Book 281, Pages 67 through 73 of Maps in the Office of the County Recorder of said Riverside County, described as follows:

BEGINNING at the most northerly corner of said Lot 80 of Tract No. 23143-3;

thence along the northeasterly line of said Lots 80 through 84 through the following courses: South 57°22'08" East 114.05 feet;

thence South 48°24'28" East 162.54 feet;

thence South 83°24'11" East 89.15 feet;

thence South 08°03'24" East 23.45 feet to the most easterly corner of said Lot 84;

thence leaving said northeasterly line, along the southeasterly line of said Lot 84 South 53°40'56" West 39.82 feet;

thence North 83°24'11" West 71.65 feet to the beginning of a tangent curve concave northeasterly and having a radius of 20.00 feet;

thence along said curve northwesterly 13.05 feet through a central angle of 37°22'51";

thence tangent from said curve North 46°01'20" West 167.83 feet;

thence North 55°44'48" West 42.39 feet to the northwesterly line of said Lot 81;

thence North 49°48'42" West 70.56 feet to the northwesterly line of said Lot 80;

thence along said northwesterly line North 29°24'05" East 30.77 feet to the **POINT OF BEGINNING**;

CONTAINING: 0.372 Acres, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

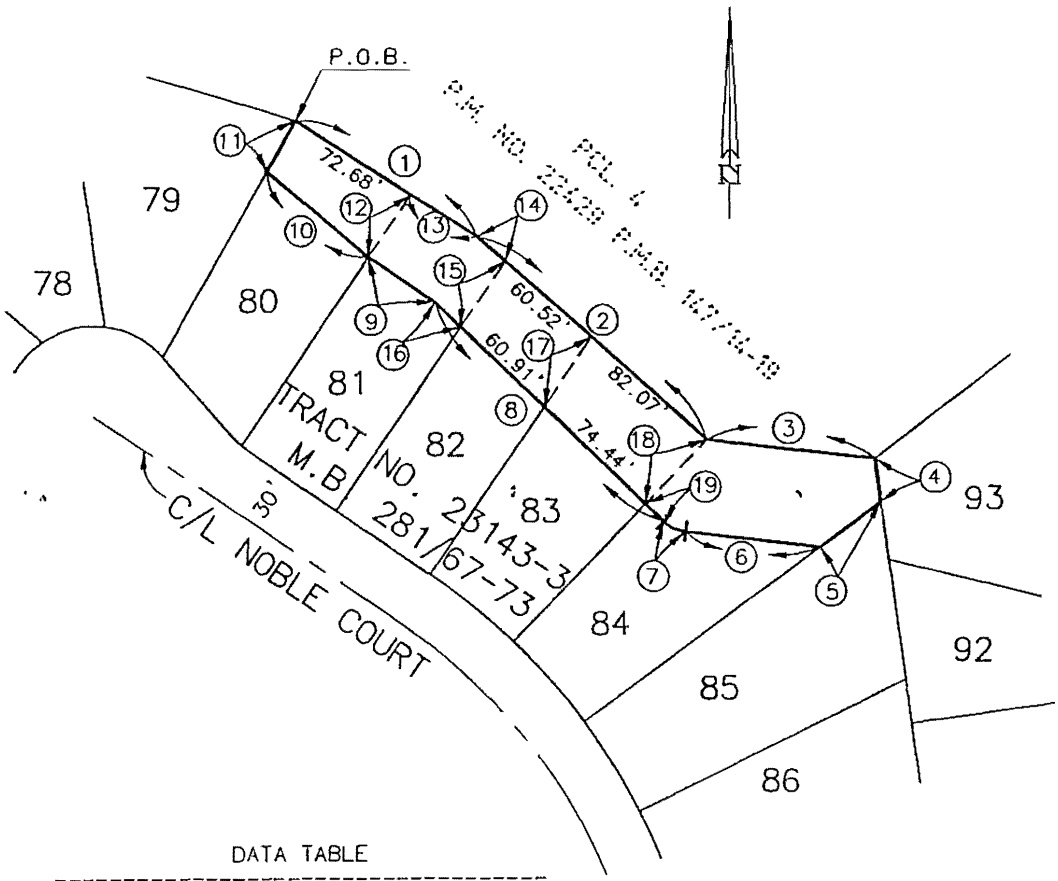
EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by me or under my direction.

Raymond L. Mathe, P.L.S. 6185
My license expires 3/31/02.



GRAPHIC SCALE



DATA TABLE

NO.	BRNG/DELTA	RADIUS	LENGTH
1	S57°22'08"E	--	114.05'
2	S48°24'28"E	--	162.54'
3	S83°24'11"E	--	89.15'
4	S08°03'24"E	--	23.45'
5	S53°40'56"W	--	39.82'
6	N83°24'11"W	--	71.65'
7	37°22'51"	20.00'	13.05'
8	N46°01'20"W	--	167.83'
9	N55°44'48"W	--	42.39'
10	N49°48'42"W	--	70.56'
11	N29°24'05"E	--	30.77'
12	N34°03'46"E	--	40.01'
13	N57°22'08"W	--	41.37'
14	N48°24'28"W	--	19.94'
15	N34°03'46"E	--	41.85'
16	N46°01'20"W	--	19.03'
17	N34°03'46"E	--	44.41'
18	N43°52'21"E	--	47.16'
19	N46°01'20"W	--	13.45'

SHEET 1 OF 1 SHEET

EXHIBIT "B"
SLOPE AND DRAINAGE EASEMENT
FOR TRACT NO. 23143-3

Robert Bein, William Frost & Associates
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS

	SCALE	FIELD BOOK	JOB NO.
AUGUST 31, 1999	1"=80'		401480-M9

RECORDING REQUESTED BY:
FIRST AMERICAN TITLE COMPANY

WHEN RECORDED MAIL TO:

DZIDA, CAREY & STEINMAN (JRS)
2 Park Plaza, Suite 1140
Irvine, CA 92614

COPY of Document Recorded on OCT 22 1999 as No. 465809 has not been compared with original.
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First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

(Space Above for Recorder's Use)

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CROWNE HILL

(DELEGATE DISTRICT NO. 1/FAIRHAVEN, PHASE 4, TRACT 23143-3)

THIS SUPPLEMENTAL DECLARATION is made on 10-13, 1999, by CROWNE MEADOWS, L.P., a Washington limited partnership (*"Declarant"*), and RICHMOND AMERICAN HOMES OF CALIFORNIA, INC., a Colorado corporation (*"Merchant Builder"*). Declarant and Merchant Builder are sometimes hereinafter individually or collectively referred to as a *"Party"* or the *"Parties."*

PREAMBLE:

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

> Lots 72 to 83, inclusive, Tract No. 23143-3, as shown on a Subdivision Map recorded in Book 281, at Pages 67 *et seq.*, of Maps, in the Office of the Riverside County Recorder.

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

st American Title Company has recorded
's instrument by request as an accom-
odation only and has not examined it for
gularity and sufficiency or as to its effect
on the title to any real property that may
described herein.

B. Declarant, Merchant Builder or both are the record owners (exclusive of public rights-of-way) of certain real property (***"Association Property"***) described on ***Exhibit "1"*** attached hereto. The Residential Area and the Association Property are collectively referred to hereinafter as the ***"Annexed Territory."***

C. 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 Crowne Hill (***"Properties"***). The Declaration was recorded on August 27, 1999, as Instrument No. 388244, in Official Records of the County of Riverside, California. The Declaration is binding upon all Owners of Lots and Condominiums in the Properties presently covered by the Declaration.

D. 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 and Condominiums in the Properties, subject to the provisions of the Declaration, this Supplemental Declaration and any amendments thereto.

E. 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 or Condominiums within the Annexed Territory and for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Annexed Territory and each Lot or Condominium 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 or Condominium therein, as a servient tenement, for the benefit of each and every other Lot and Condominium 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 or Condominiums in the Annexed Territory shall automatically become Members of the Temecula Crowne Hill 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 or Condominium 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 or Condominium 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. With the exception of Association Property accepted for maintenance by a Local Governmental Agency, 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.

4. Assessment Obligations. The rights and obligations of all Owners of Lots or Condominiums 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 or Condominium 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 or Condominium 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 the Condominium Project 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 or Condominium 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(ii) 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.

[SIGNATURES ON THE FOLLOWING PAGE]

[SIGNATURE PAGE TO
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATION
OF EASEMENTS FOR
CROWNE HILL]

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

"DECLARANT"

CROWNE MEADOWS, L.P.,
a Washington limited partnership

By: COMMUNITIES SOUTHWEST DEVELOPMENT-CONSTRUCTION COMPANY, a Washington corporation

Its: General Partner

By: _____

Its: PRESIDENT, CA DIVISION

By: _____

Its: _____

"MERCHANT BUILDER"

RICHMOND AMERICAN HOMES OF CALIFORNIA, INC., a Colorado corporation

By: _____

Its: SR. V.P.

By: _____

Its: V.P. Reg. Manager

[NOTARIES ON FOLLOWING PAGE]

[NOTARY PAGE TO
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTION AND RESERVATION
OF EASEMENTS FOR
CROWNE HILL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On 10/13, 1999, before me, Nancy J. Webb, a Notary Public in and for said State, personally appeared Ralph Spargo and John M. Mecklenburg, 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.

Nancy J. Webb
Notary Public in and for said State

(SEAL)

NANCY J. WEBB
Commission # 1186295
Notary Public - California
San Diego County
My Comm. Expires Jun 8, 2002

[NOTARY PAGE TO
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTION AND RESERVATION
OF EASEMENTS FOR
CROWNE HILL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On 10-19, 1999, 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

(SEAL)

AMANDA L. ROULIER
Commission # 1230384
Notary Public - California
Orange County
My Comm. Expires Jul 29, 2003

EXHIBIT "1"

DESCRIPTION OF ASSOCIATION PROPERTY

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

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

None.

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 Lots 80 to 83, inclusive, of Tract 23143-3, as shown on a Subdivision Map recorded in Book 281, at Pages 67 *et seq.*, of Maps, in the Office of the Riverside County Recorder, which are designated as ***"Association Property"*** on the drawings attached hereto.

EXHIBIT "1" CONTINUED

DRAWINGS DEPICTING ASSOCIATION PROPERTY EASEMENTS
AND
MAINTAINED PUBLIC PROPERTY

Robert Bell, William Frost & Associates
27555 Ynez Road, Suite 400
Temecula, CA 92591

EXHIBIT "A"

Legal Description
Tract No. 23143-3
Slope and Drainage Easement

That certain parcel of land situated in the City of Temecula, County of Riverside, State of California, being those portions of Lots 80 through 84 of Tract No. 23143-3 filed in Book 281, Pages 67 through 73 of Maps in the Office of the County Recorder of said Riverside County, described as follows:

BEGINNING at the most northerly corner of said Lot 80 of Tract No. 23143-3;

thence along the northeasterly line of said Lots 80 through 84 through the following courses: South 57°22'08" East 114.05 feet;

thence South 48°24'28" East 162.54 feet;

thence South 83°24'11" East 89.15 feet;

thence South 08°03'24" East 23.45 feet to the most easterly corner of said Lot 84;

thence leaving said northeasterly line, along the southeasterly line of said Lot 84 South 53°40'56" West 39.82 feet;

thence North 83°24'11" West 71.65 feet to the beginning of a tangent curve concave northeasterly and having a radius of 20.00 feet;

thence along said curve northwesterly 13.05 feet through a central angle of 37°22'51";

thence tangent from said curve North 46°01'20" West 167.83 feet;

thence North 55°44'48" West 42.39 feet to the northwesterly line of said Lot 81;

thence North 49°48'42" West 70.56 feet to the northwesterly line of said Lot 80;

thence along said northwesterly line North 29°24'05" East 30.77 feet to the **POINT OF BEGINNING;**

CONTAINING: 0.372 Acres, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

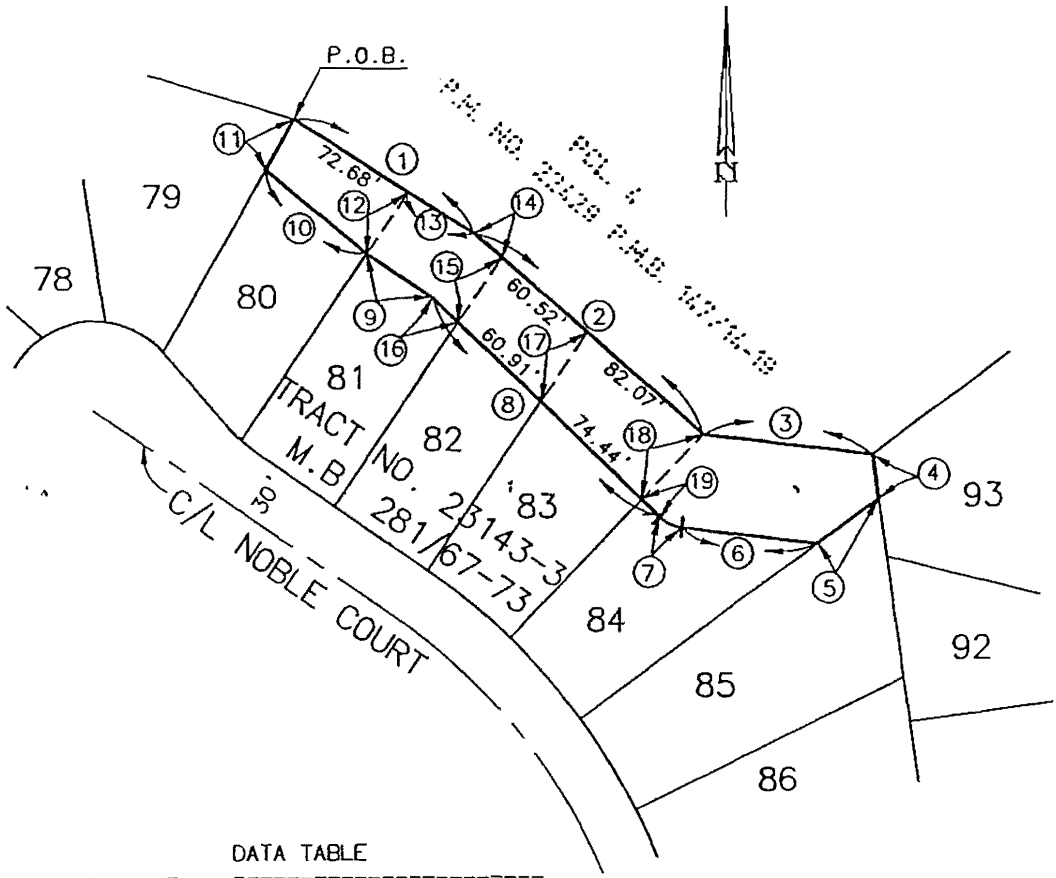
EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by me or under my direction.

Raymond L. Mathe, P.L.S. 6185
My license expires 3/31/02.



GRAPHIC SCALE



DATA TABLE

NO.	BRNG/DELTA	RADIUS	LENGTH
1	S57°22'08"E	--	114.05'
2	S48°24'28"E	--	162.54'
3	S83°24'11"E	--	89.15'
4	S08°03'24"E	--	23.45'
5	S53°40'56"W	--	39.82'
6	N83°24'11"W	--	71.65'
7	37°22'51"	20.00'	13.05'
8	N46°01'20"W	--	167.83'
9	N55°44'48"W	--	42.39'
10	N49°48'42"W	--	70.56'
11	N29°24'05"E	--	30.77'
12	N34°03'46"E	--	40.01'
13	N57°22'08"W	--	41.37'
14	N48°24'28"W	--	19.94'
15	N34°03'46"E	--	41.85'
16	N46°01'20"W	--	19.03'
17	N34°03'46"E	--	44.41'
18	N43°52'21"E	--	47.16'
19	N46°01'20"W	--	13.45'

SHEET 1 OF 1 SHEET

EXHIBIT "B"
SLOPE AND DRAINAGE EASEMENT
FOR TRACT NO. 23143-3

Robert Bein, William Frost & Associates
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS

	SCALE	FIELD BOOK	JOB NO.
AUGUST 31, 1999	1"=80'		401480-M9

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE COMPANY

WHEN RECORDED MAIL TO:

DZIDA, CAREY & STEINMAN (JRS)
2 Park Plaza, Suite 1140
Irvine, CA 92614

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

COPY of Document Recorded on OCT 22 1999 as No. 465806 has not been compared with original.
GARY L. ORSO
County Recorder
RIVERSIDE COUNTY CALIFORNIA

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

(Space Above for Recorder's Use)

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CROWNE HILL

(DELEGATE DISTRICT NO. 2/STONEBRIDGE, PHASE 3, TRACT 23143-2)

THIS SUPPLEMENTAL DECLARATION is made on 10-13, 1999, by CROWNE MEADOWS, L.P., a Washington limited partnership (***"Declarant"***), and RICHMOND AMERICAN HOMES OF CALIFORNIA, INC., a Colorado corporation (***"Merchant Builder"***). Declarant and Merchant Builder are sometimes hereinafter individually or collectively referred to as a ***"Party"*** or the ***"Parties."***

PREAMBLE:

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

> Lots 23 to 27, inclusive, and 38 to 43, inclusive, of Tract No. 23143-2, as shown on a Subdivision Map recorded in Book 281, at Pages 60 *et seq.*, of Maps, in the Office of the Riverside County Recorder.

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

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

B. Declarant, Merchant Builder or both are the record owners (exclusive of public rights-of-way) of certain real property (***"Association Property"***) described on ***Exhibit "1"*** attached hereto. The Residential Area and the Association Property are collectively referred to hereinafter as the ***"Annexed Territory."***

C. 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 Crowne Hill (***"Properties"***). The Declaration was recorded on August 27, 1999, as Instrument No. 388244, in Official Records of the County of Riverside, California. The Declaration is binding upon all Owners of Lots and Condominiums in the Properties presently covered by the Declaration.

D. 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 and Condominiums in the Properties, subject to the provisions of the Declaration, this Supplemental Declaration and any amendments thereto.

E. 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 or Condominiums within the Annexed Territory and for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Annexed Territory and each Lot or Condominium 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 or Condominium therein, as a servient tenement, for the benefit of each and every other Lot and Condominium 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 or Condominiums in the Annexed Territory shall automatically become Members of the Temecula Crowne Hill 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 or Condominium 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 or Condominium 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. With the exception of Association Property accepted for maintenance by a Local Governmental Agency, 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.

4. Assessment Obligations. The rights and obligations of all Owners of Lots or Condominiums 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 or Condominium 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 or Condominium 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 the Condominium Project 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 or Condominium 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(ii) 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.

[SIGNATURES ON THE FOLLOWING PAGE]

[SIGNATURE PAGE TO
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATION
OF EASEMENTS FOR
CROWNE HILL]

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

"DECLARANT"

CROWNE MEADOWS, L.P.,
a Washington limited partnership

By: COMMUNITIES SOUTHWEST DEVELOPMENT-CONSTRUCTION COMPANY, a Washington corporation

Its: General Partner

By: _____

Its: President, CA Division

By: _____

Its: _____

"MERCHANT BUILDER"

RICHMOND AMERICAN HOMES OF CALIFORNIA, INC., a Colorado corporation

By: _____

Its: V. P. SA.

By: _____

Its: V. P. Reg. Manager

[NOTARIES ON FOLLOWING PAGE]

[NOTARY PAGE TO
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTION AND RESERVATION
OF EASEMENTS FOR
CROWNE HILL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On 10/13, 1999, before me, Nancy J. Webb, a Notary Public in and for said State, personally appeared Ralph Spargo and John M. Mecklenburg, 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.

Nancy J. Webb
Notary Public in and for said State

(SEAL)

NANCY J. WEBB
Commission # 1186295
Notary Public - California
San Diego County
My Comm. Expires Jun 8, 2002

[NOTARY PAGE TO
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTION AND RESERVATION
OF EASEMENTS FOR
CROWNE HILL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On 10-19, 1999, 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
Commission # 1230384
Notary Public - California
Orange County
My Comm. Expires Jul 29, 2003

Amanda L Roulier
Notary Public in and for said State

EXHIBIT "1"

DESCRIPTION OF ASSOCIATION PROPERTY

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

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

None.

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 23 and 38 to 43, inclusive, of Tract 23143-2, as shown on a Subdivision Map recorded in Book 281, at Pages 60 *et seq.*, of Subdivision Maps, in the Office of the Riverside County Recorder, which are designated as ***"Association Property"*** on the drawings attached hereto.

EXHIBIT "1" CONTINUED

DRAWINGS DEPICTING ASSOCIATION PROPERTY EASEMENTS
AND
MAINTAINED PUBLIC PROPERTY

Robert Bein, William Frost & Associates
27555 Ynez Road, Suite 400
Temecula, CA 92591

September 10, 1999
JN 401480-M13

EXHIBIT "A"

Legal Description
Tract No. 23143-2
Slope and Drainage Easement

That certain parcel of land situated in the City of Temecula, County of Riverside, State of California, being those portions of Lots 23 and 43 of Tract No. 23143-2 filed in Book 281, Pages 60 through 66 in the Office of the County Recorder of said Riverside County, described as follows:

PARCEL 1

BEGINNING at the most northerly corner of said Lot 23 of Tract No. 23143-2, being a point on a curve in the northeasterly line of said Lot 23 concave southwesterly and having a radius of 567.00 feet, a radial line of said curve from said point bears South 59°04'56" West;

thence along said northeasterly line and curve southeasterly 84.98 feet through a central angle of 08°35'13";

thence non-tangent from said curve South 60°13'23" West 5.28 feet;

thence North 29°46'37" West 60.27 feet;

thence North 34°52'03" West 27.26 feet to the northwesterly line of said Lot 23;

thence along said northwesterly line North 72°20'12" East 12.64 feet to the **POINT OF BEGINNING.**

CONTAINING: 0.018 Acres, more or less.

PARCEL 2

BEGINNING at the northerly terminus of a curve in the northeasterly line of said Lot 43 of Tract No. 23143-2 concave northeasterly and having a radius of 633.00 feet, a radial line of said curve from said point bears North 68°20'55" East;

thence along said northeasterly line and curve southeasterly 65.96 feet through a central angle of 05°58'13";

thence tangent from said curve South 27°37'18" East 19.75 feet;

thence South 68°23'57" West 19.54 feet to the point of cusp with a curve concave westerly and having a radius of 5.00 feet;

thence along said curve northerly 7.64 feet through a central angle of 87°31'49";

thence tangent from said curve North 19°07'52" West 80.76 feet;

thence North 68°20'55" East 5.50 feet to the **POINT OF BEGINNING.**

CONTAINING: 0.018 Acres, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

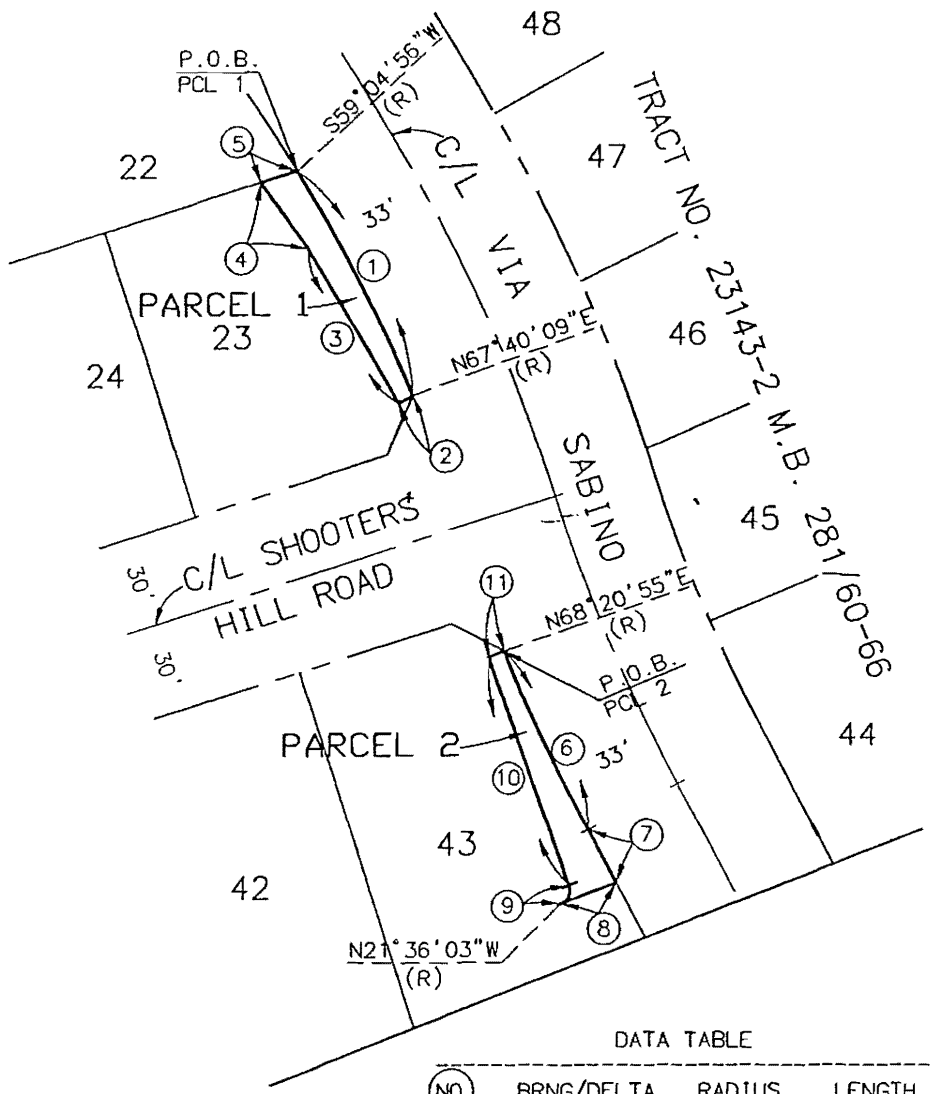
EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by me or under my direction.

Raymond L. Mathe, P.L.S. 6185
My license expires 3/31/02.



GRAPHIC SCALE



DATA TABLE

NO	BRNG/DELTA	RADIUS	LENGTH
1	08°35'13"	567.00'	84.98'
2	S60°13'23"W	--	5.28'
3	N29°46'37"W	--	60.27'
4	N34°52'03"W	--	27.26'
5	N72°20'12"E	--	12.64'
6	05°58'13"	633.00'	65.96'
7	S27°37'18"E	--	19.75'
8	S68°23'57"W	--	19.54'
9	87°31'49"	5.00'	7.64'
10	N19°07'52"W	--	80.76'
11	N68°20'55"E	--	5.50'

SHEET 1 OF 1 SHEET

EXHIBIT "B"

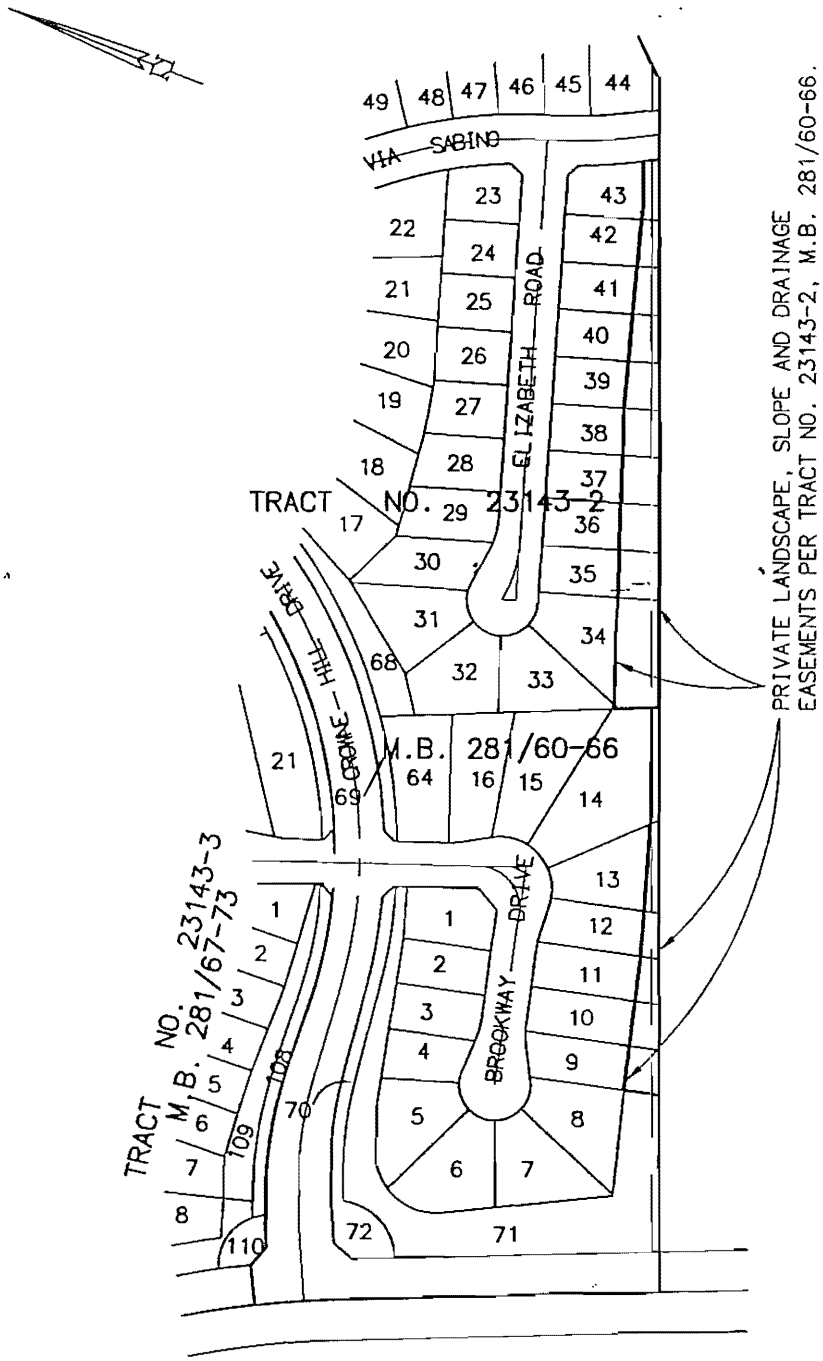
SLOPE AND DRAINAGE EASEMENT
TRACT NO. 23143-2

Robert Bein, William Frost & Associates
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS
27555 YNEZ ROAD, SUITE 400, TEMECULA, CALIFORNIA 92591
(909) 676-8042 FAX (909) 676-7240

SEPTEMBER 10, 1999	SCALE 1"=50'	FIELD BOOK	JOB NO. 401480-M13

H:\GRP60\DATA\401480\DWG\EXHIBIT\4ROEX024.DWG 09/16/99 3:08 pm

GRAPHIC SCALE



SHEET 1 OF 1 SHEET

EXHIBIT "B"

EXISTING EASEMENTS

Robert Bein, William Frost & Associates

PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS
27555 YNEZ ROAD, SUITE 400, TEMECULA, CALIFORNIA 92591
(909) 676-8042 FAX (909) 676-7240

SEPTEMBER 9, 1999	SCALE 1"=200'	FIELD BOOK	JOB NO. 401480

H:\GRP60\PDATA\401480\DWG\EXHIBT\480EX025.DWG 10/05/99 4:49 pm

RECORDING REQUESTED BY:
FIRST AMERICAN TITLE COMPANY

WHEN RECORDED MAIL TO:

DZIDA, CAREY & STEINMAN (JRS)
2 Park Plaza, Suite 1140
Irvine, CA 92614

COPY of Document Recorded on OCT 22 1999 as No. 465807 has not been compared with original.
GARY L. ORSO
County Recorder
RIVERSIDE COUNTY CALIFORNIA

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

(Space Above for Recorder's Use)

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CROWNE HILL

(DELEGATE DISTRICT NO. 2/STONEBRIDGE, PHASE 4, TRACT 23143-2)

THIS SUPPLEMENTAL DECLARATION is made on 10-13, 1999, by CROWNE MEADOWS, L.P., a Washington limited partnership (***"Declarant"***), and RICHMOND AMERICAN HOMES OF CALIFORNIA, INC., a Colorado corporation (***"Merchant Builder"***). Declarant and Merchant Builder are sometimes hereinafter individually or collectively referred to as a ***"Party"*** or the ***"Parties."***

PREAMBLE:

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

> Lots 28 to 37, inclusive, of Tract No. 23143-2, as shown on a Subdivision Map recorded in Book 281, at Pages 60 *et seq.*, of Maps, in the Office of the Riverside County Recorder.

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

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

B. Declarant, Merchant Builder or both are the record owners (exclusive of public rights-of-way) of certain real property (***"Association Property"***) described on ***Exhibit "1"*** attached hereto. The Residential Area and the Association Property are collectively referred to hereinafter as the ***"Annexed Territory."***

C. 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 Crowne Hill (***"Properties"***). The Declaration was recorded on August 27, 1999, as Instrument No. 388244, in Official Records of the County of Riverside, California. The Declaration is binding upon all Owners of Lots and Condominiums in the Properties presently covered by the Declaration.

D. 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 and Condominiums in the Properties, subject to the provisions of the Declaration, this Supplemental Declaration and any amendments thereto.

E. 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 or Condominiums within the Annexed Territory and for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Annexed Territory and each Lot or Condominium 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 or Condominium therein, as a servient tenement, for the benefit of each and every other Lot and Condominium 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 or Condominiums in the Annexed Territory shall automatically become Members of the Temecula Crowne Hill 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 or Condominium 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 or Condominium 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. With the exception of Association Property accepted for maintenance by a Local Governmental Agency, 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.

4. Assessment Obligations. The rights and obligations of all Owners of Lots or Condominiums 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 or Condominium 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 or Condominium 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 the Condominium Project 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 or Condominium 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(ii) 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.

[SIGNATURES ON THE FOLLOWING PAGE]

[SIGNATURE PAGE TO
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATION
OF EASEMENTS FOR
CROWNE HILL]

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

"DECLARANT"

CROWNE MEADOWS, L.P.,
a Washington limited partnership

By: COMMUNITIES SOUTHWEST DEVELOPMENT-CONSTRUCTION COMPANY, a Washington corporation

Its: General Partner

By: _____

Its: PRESIDENT, CA DIVISION

By: _____

Its: _____

"MERCHANT BUILDER"

RICHMOND AMERICAN HOMES OF CALIFORNIA, INC., a Colorado corporation

By: _____

Its: SR. V.P.

By: _____

Its: V.P. Reg. Manager

[NOTARIES ON FOLLOWING PAGE]

[NOTARY PAGE TO
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTION AND RESERVATION
OF EASEMENTS FOR
CROWNE HILL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On 10/13, 1999, before me, Nancy J. Webb, a Notary Public in and for said State, personally appeared Ralph Spargo and John M. Mecklenburg, 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.

Nancy J. Webb
Notary Public in and for said State

(SEAL)

NANCY J. WEBB
Commission # 1186295
Notary Public - California
San Diego County
My Comm. Expires Jun 8, 2002

[NOTARY PAGE TO
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTION AND RESERVATION
OF EASEMENTS FOR
CROWNE HILL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On 10-19, 1999, 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

(SEAL)

AMANDA L. ROULIER
Commission # 1230384
Notary Public - California
Orange County
My Comm. Expires Jul 29, 2003

EXHIBIT "1"

DESCRIPTION OF ASSOCIATION PROPERTY

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

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

Lot 69 of Tract 23143-2, as shown on a Subdivision Map recorded in Book 281, at Pages 60 *et seq.*, of Maps, in the Office of the Riverside County Recorder.

None.

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

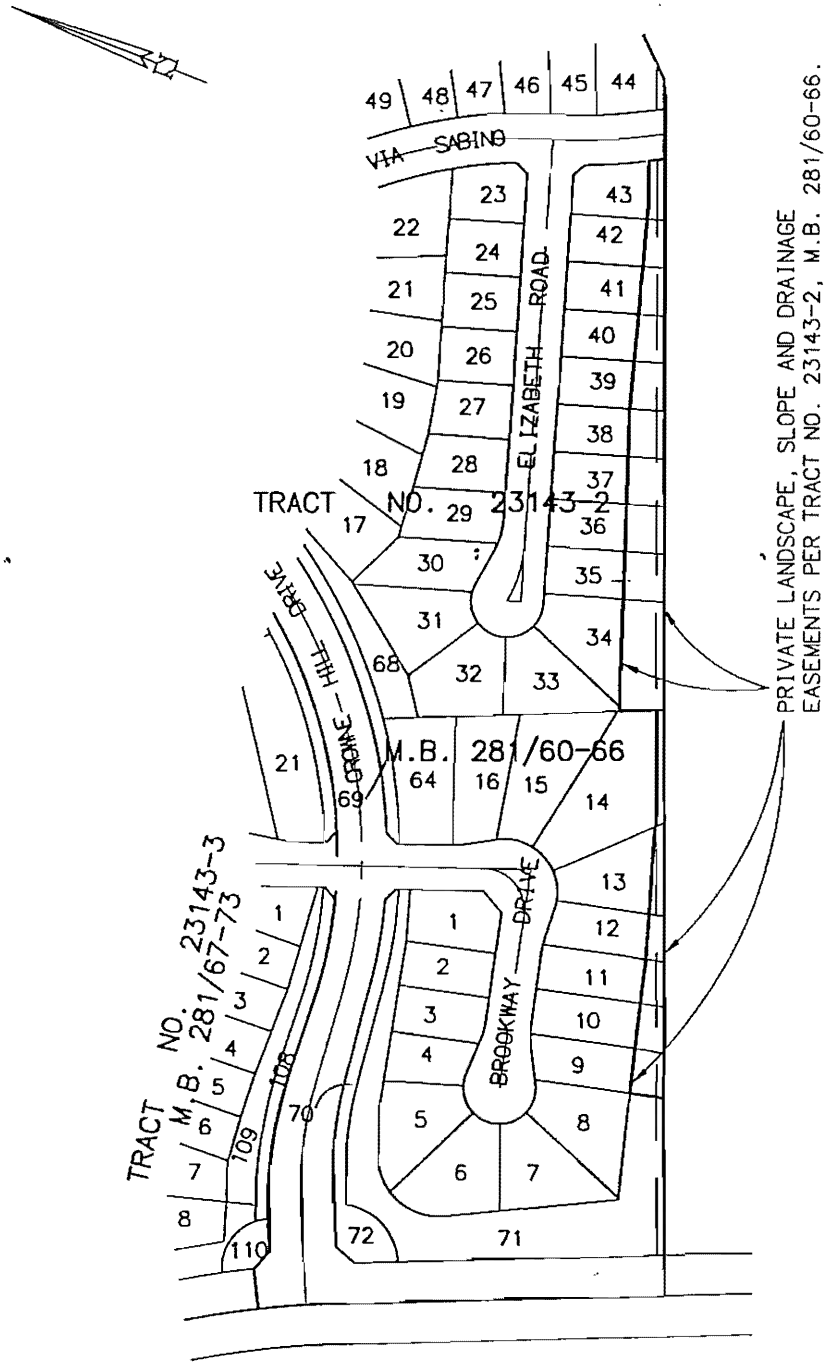
As provided in Section 3.2.1 of this Supplemental Declaration, the Association shall have nonexclusive easements of access, ingress and egress, for use, maintenance, repair, replacement and other purposes, over those portions of the following described real property:

Those portions of Lots 34 to 37, inclusive, of Tract 23143-2, as shown on a Subdivision Map recorded in Book 281, at Pages 60 *et seq.*, of Subdivision Maps, in the Office of the Riverside County Recorder, which are designated as ***"Association Property"*** on the drawings attached hereto.

EXHIBIT "1" CONTINUED

DRAWINGS DEPICTING ASSOCIATION PROPERTY EASEMENTS
AND
MAINTAINED PUBLIC PROPERTY

GRAPHIC SCALE



SHEET 1 OF 1 SHEET

EXHIBIT "B"

EXISTING EASEMENTS

Robert Bein, William Frost & Associates

PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS
27555 YNEZ ROAD, SUITE 400, TEMECULA, CALIFORNIA 92591
(909) 676-8042 FAX (909) 676-7240

SEPTEMBER 9, 1999	SCALE 1"=200'	FIELD BOOK	JOB NO. 401480

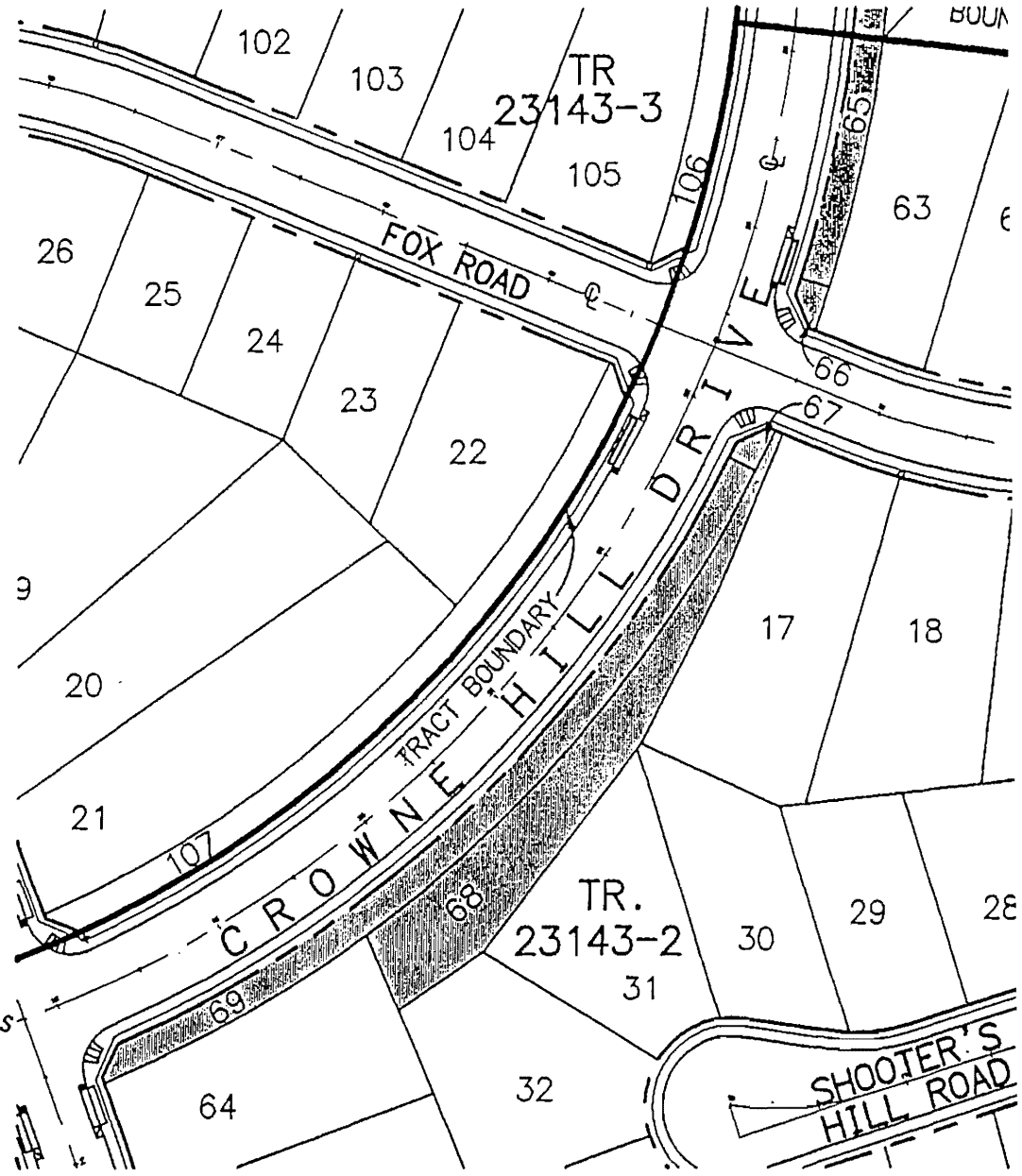
H:\GRP60\PDATA\401480\DWG\EXHIBT\480EX025.DWG 10/05/99 4:49 pm

T.C.S.D. SLOPE EXHIBIT

SHEET 2 OF

CROWNE HILL - TR 23143-2

T.C.S.D. MAINTAINED LOT



SCALE: 1" = 100'

100 0 100 200 300

GRAPHIC SCALE

Robert Bein, William Frost & Associates
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS
27555 YNEZ ROAD, STE. 400 • TEMECULA CA. 92591
(909) 676-8042 , FAX (909) 676-7240

RECORDING REQUESTED BY:

FIRST AMERICAN TITLE COMPANY

WHEN RECORDED MAIL TO:

DZIDA, CAREY & STEINMAN (JRS)
2 Park Plaza, Suite 1140
Irvine, CA 92614

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

COPY of Document Recorded OCT 22 1999 as No. 465810 has not been compared with original.
GARY L. ORSO
County Recorder
RIVERSIDE COUNTY CALIFORNIA

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

(Space Above for Recorder's Use)

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CROWNE HILL

(DELEGATE DISTRICT NO. 3/SUMMERTON, PHASE 4, TRACT 23143-4)

THIS SUPPLEMENTAL DECLARATION is made on 10-13, 1999, by CROWNE MEADOWS, L.P., a Washington limited partnership (***"Declarant"***), and RICHMOND AMERICAN HOMES OF CALIFORNIA, INC., a Colorado corporation (***"Merchant Builder"***). Declarant and Merchant Builder are sometimes hereinafter individually or collectively referred to as a ***"Party"*** or the ***"Parties."***

PREAMBLE:

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

> Lots 66 to 73, inclusive, of Tract No. 23143-4, as shown on a Subdivision Map recorded in Book 281, at Pages 74 *et seq.*, of Maps, in the Office of the Riverside County Recorder.

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

st American Title Company has recorded is instrument by request as an accomdation only and has not examined it for gularity and sufficiency or as to its effect on the title to any real property that may described herein.

B. Declarant, Merchant Builder or both are the record owners (exclusive of public rights-of-way) of certain real property (***"Association Property"***) described on ***Exhibit "1"*** attached hereto. The Residential Area and the Association Property are collectively referred to hereinafter as the ***"Annexed Territory."***

C. 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 Crowne Hill (***"Properties"***). The Declaration was recorded on August 27, 1999 as Instrument No. 388244, in Official Records of the County of Riverside, California. The Declaration is binding upon all Owners of Lots and Condominiums in the Properties presently covered by the Declaration.

D. 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 and Condominiums in the Properties, subject to the provisions of the Declaration, this Supplemental Declaration and any amendments thereto.

E. 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 or Condominiums within the Annexed Territory and for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Annexed Territory and each Lot or Condominium 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 or Condominium therein, as a servient tenement, for the benefit of each and every other Lot and Condominium 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 or Condominiums in the Annexed Territory shall automatically become Members of the Temecula Crowne Hill 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 or Condominium 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 or Condominium 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. With the exception of Association Property accepted for maintenance by a Local Governmental Agency, 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.

4. Assessment Obligations. The rights and obligations of all Owners of Lots or Condominiums 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 or Condominium 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 or Condominium 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 the Condominium Project 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 or Condominium 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(ii) 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.

[SIGNATURES ON THE FOLLOWING PAGE[

[SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CROWNE HILL]

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

"DECLARANT"

CROWNE MEADOWS, L.P.,
a Washington limited partnership

By: COMMUNITIES SOUTHWEST DEVELOPMENT-CONSTRUCTION COMPANY, a Washington corporation

Its: General Partner

By: _____

Its: President, CA Division

By: _____

Its: _____

"MERCHANT BUILDER"

RICHMOND AMERICAN HOMES OF CALIFORNIA, INC., a Colorado corporation

By: _____

Its: S.R. V.P.

By: _____

Its: V.P. Reg. Manager

[NOTARIES ON FOLLOWING PAGE]

[NOTARY PAGE TO
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTION AND RESERVATION
OF EASEMENTS FOR
CROWNE HILL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Diego)

On 10/13, 1999, before me, Nancy J. Webb, a Notary Public in and for said State, personally appeared Ralph Spargo and John M. Mecklenburg, 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.

Nancy J. Webb
Notary Public in and for said State

(SEAL)

NANCY J. WEBB
Commission # 1186295
Notary Public - California
San Diego County
My Comm. Expires Jun 8, 2002

[NOTARY PAGE TO
SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTION AND RESERVATION
OF EASEMENTS FOR
CROWNE HILL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On 10-19, 1999, 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

(SEAL)

AMANDA L. ROULIER
Commission # 1230384
Notary Public - California
Orange County
My Comm. Expires Jul 29, 2003

EXHIBIT "1"

DESCRIPTION OF ASSOCIATION PROPERTY

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

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

None.

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 66 to 73, inclusive, of Tract 23143-4, as shown on a Subdivision Map recorded in Book 281, at Pages 74 *et seq.*, of Subdivision Maps, in the Office of the Riverside County Recorder, which are designated as ***"Association Property"*** on the drawings attached hereto.

EXHIBIT "1" CONTINUED

DRAWINGS DEPICTING ASSOCIATION PROPERTY EASEMENTS
AND
MAINTAINED PUBLIC PROPERTY

Robert Bein, William Frost & Associates
27555 Ynez Road, Suite 400
Temecula, CA 92591

August 31, 1999
JN 401480-M10

EXHIBIT "A"

Legal Description
Tract No. 23143-4
Slope and Drainage Easement

That certain parcel of land situated in the City of Temecula, County of Riverside, State of California, being those portions of Lots 65 through 69 of Tract No. 23143-4 filed in Book 281, Pages 74 through 81 of Maps in the Office of the County Recorder of said Riverside County, described as follows:

BEGINNING at the northwesterly corner of said Lot 66 of Tract No. 23143-4, said point being on a curve in the northerly line of said Lot 66 concave northwesterly and having a radius of 583.00 feet, a radial line of said curve from said point bears North 36°41'00" West;

thence along said northerly line of Lot 66 through the following courses: along said curve northeasterly 15.04 feet through a central angle of 01°28'40" to a point of reverse curvature with a curve concave southeasterly and having a radius of 517.00 feet, a radial line of said curve from said point bears South 38°09'40" East;

thence along said curve northeasterly 125.36 feet through central angle of 13°53'34";

thence non-tangent from said curve South 69°06'55" East 10.61 feet;

thence leaving said northerly line North 79°36'41" West 8.18 feet to the beginning of a tangent curve concave southerly and having a radius of 5.00 feet;

thence along said curve westerly 3.74 feet through a central angle of 42°50'15";

thence tangent from said curve South 57°33'04" West 68.86 feet;

thence South 50°58'36" West 1.14 feet;

thence South 44°24'09" West 18.33 feet to the beginning of a tangent curve concave southeasterly and having a radius of 5.00 feet;

thence along said curve southwesterly 5.22 feet through a central angle of 59°48'06";

thence tangent from said curve South 15°23'57" East 53.03 feet;

thence South 16°35'59" East 57.27 feet;

thence South 15°23'57" East 137.45 feet to the beginning of a tangent curve concave westerly and having a radius of 20.00 feet;

thence along said curve southerly 9.16 feet through a central angle of 26°13'57";

thence tangent from said curve South 10°50'00" West 19.88 feet to the southerly line of said Lot 69;

thence along the boundary line of said Lots 69 through 66 through the following courses: South 83°16'25" West 50.13 feet;

thence North 10°50'00" East 28.52 feet;

thence North 15°23'57" West 205.51 feet to the beginning of a tangent curve concave southwesterly and having a radius of 5.00 feet;

thence leaving said boundary line, along said curve northwesterly 7.94 feet through a central angle of 90°58'41";

thence tangent from said curve South 73°37'22" West 36.72 feet;

thence South 71°21'40" West 47.97 feet;

thence South 39°10'58" West 20.01 feet;

thence South 26°34'26" West 5.47 feet;

thence South 05°55'45" West 11.81 feet to the westerly line of said Lot 65;

thence along the boundary line of said Lot 65 through the following courses: North 21°48'24" West 12.76 feet;

thence North 23°09'41" East 19.73 feet to a point on a non-tangent curve concave northwesterly and having a radius of 583.00 feet, a radial line of said curve from said point bears North 26°07'47" West;

thence along said curve northeasterly 107.39 feet through a central angle of 10°33'13" to the **POINT OF BEGINNING;**

CONTAINING: 0.351 Acres, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

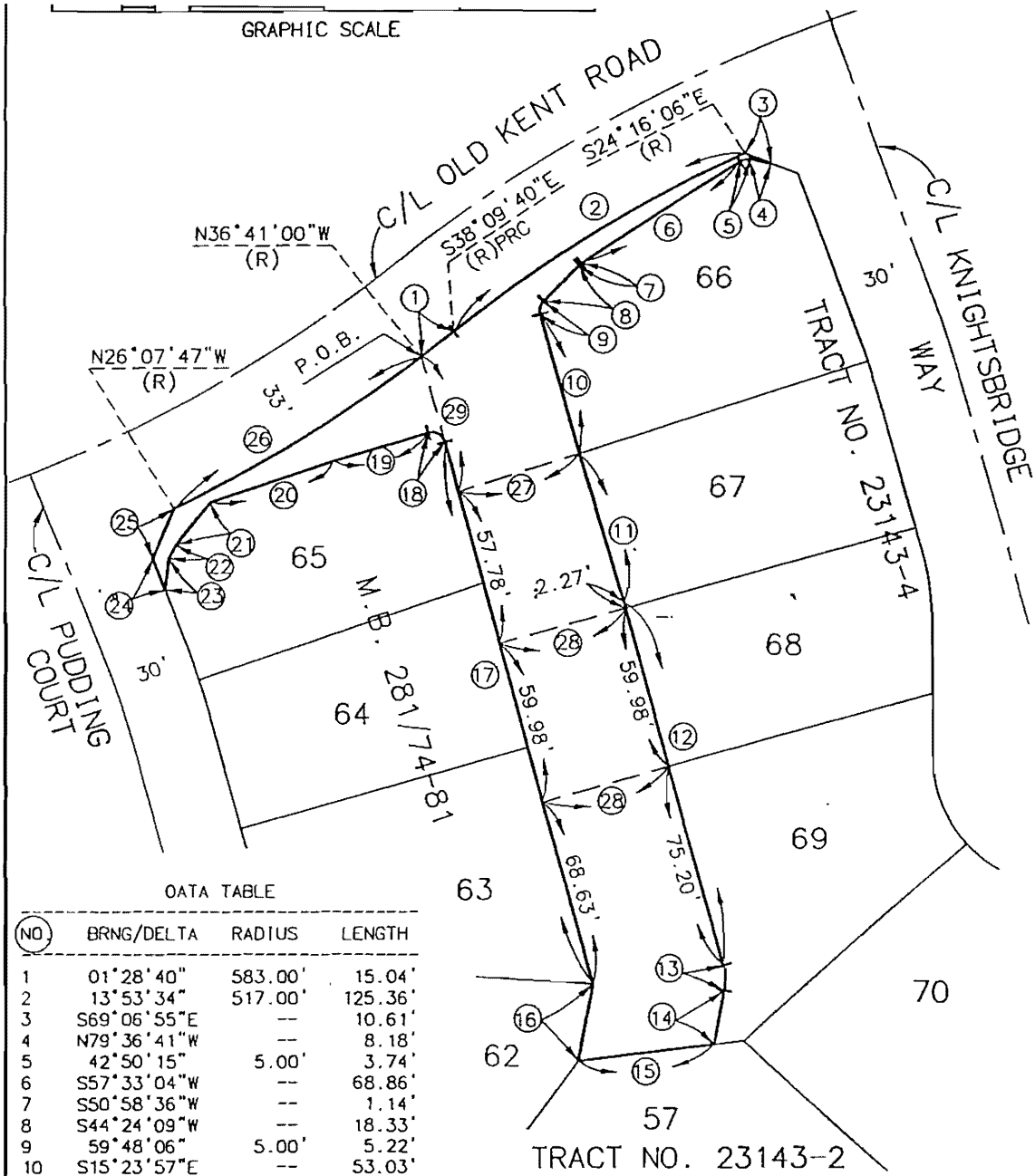
EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by me or under my direction.

Raymond L. Mathe, P.L.S. 6185
My license expires 3/31/02.



GRAPHIC SCALE



OATA TABLE

NO	BRNG/DELTA	RADIUS	LENGTH
1	01°28'40"	583.00'	15.04'
2	13°53'34"	517.00'	125.36'
3	S69°06'55"E	--	10.61'
4	N79°36'41"W	--	8.18'
5	42°50'15"	5.00'	3.74'
6	S57°33'04"W	--	68.86'
7	S50°58'36"W	--	1.14'
8	S44°24'09"W	--	18.33'
9	59°48'06"	5.00'	5.22'
10	S15°23'57"E	--	53.03'
11	S16°35'59"E	--	57.27'
12	S15°23'57"E	--	137.45'
13	26°13'57"	20.00'	9.16'
14	S10°50'00"W	--	19.88'
15	S83°16'25"W	--	50.13'
16	N10°50'00"E	--	28.52'
17	N15°23'57"W	--	205.51'
18	90°58'41"	5.00'	7.94'
19	S73°37'22"W	--	36.72'
20	S71°21'40"W	--	47.97'
21	S39°10'58"W	--	20.01'
22	S26°34'26"W	--	5.47'
23	S05°55'45"W	--	11.81'
24	N21°48'24"W	--	12.76'
25	N23°09'41"E	--	19.73'
26	10°33'13"	583.00'	107.39'
27	N72°19'55"E	--	46.64'
28	N74°29'07"E	--	47.80'
29	N15°23'57"W	--	51.79'

SHEET 1 OF 1 SHEET

EXHIBIT 'B'

SLOPE AND DRAINAGE EASEMENT
FOR TRACT NO. 23143-4

Robert Bein, William Frost & Associates
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS

SEPTEMBER 7, 1999	SCALE 1"=50'	FIELD BOOK	JOB NO. 401480-M10

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Robert Bein, William Frost & Associates
27555 Ynez Road, Suite 400
Temecula, CA 92591

August 31, 1999
JN 401480-M11

EXHIBIT "A"

Legal Description
Tract No. 23143-4
Slope and Drainage Easement

That certain parcel of land situated in the City of Temecula, County of Riverside, State of California, being those portions of Lots 70 through 73 of Tract No. 23143-4 filed in Book 281, Pages 74 through 81 of Maps in the Office of the County Recorder of said Riverside County, described as follows:

BEGINNING at the most northerly corner of said Lot 72 of Tract No. 23143-4;

thence along the easterly line of said Lots 72 through 70 of Tract No. 23143-4 through the following courses: South 20°16'42" East 56.51 feet to the beginning of a tangent curve concave westerly and having a radius of 270.00 feet;

thence along said curve southerly 295.42 feet through a central angle of 62°41'25";

thence tangent from said curve South 42°24'43" West 129.25 feet to the most southerly corner of said Lot 70;

thence leaving said easterly line, along the southwesterly line of said Lot 70 North 47°35'17" West 60.38 feet;

thence North 42°24'43" East 140.47 feet;

thence North 36°48'54" East 18.56 feet;

thence North 32°39'21" East 26.30 feet to a point on a non-tangent curve concave northwesterly and having a radius of 220.50 feet, a radial line of said curve from said point bears North 56°23'57" West;

thence along said curve northerly 180.40 feet through a central angle of 46°52'35" to the northerly line of said Lot 71;

thence non-tangent from said curve North 25°08'28" East 3.08 feet;

thence North 16°26'49" West 58.78 feet to the northerly line of said Lot 72;

thence North 19°35'26" West 54.12 feet to the beginning of a tangent curve concave southwesterly and having a radius of 5.00 feet;

thence along said curve northwesterly 7.33 feet through a central angle of 83°57'33";

thence tangent from said curve South 76°27'01" West 82.28 feet to a point on a non-tangent curve concave southeasterly and having a radius of 3.59 feet, a radial line of said curve from said point bears South 09°04'22" East;

thence along said curve southwesterly 1.95 feet through a central angle of 31°10'06";

thence tangent from said curve South 49°45'32" West 11.86 feet to a point on a non-tangent curve concave southeasterly and having a radius of 6.68 feet, a radial line of said curve from said point bears South 49°12'35" East;

thence along said curve southwesterly 4.99 feet through a central angle of 42°46'03";

thence tangent from said curve South 01°58'38" East 19.26 feet to the westerly line of said Lot 73;

thence along the boundary line of said Lot 73 through the following courses: North 20°16'42" West 24.10 feet;

thence North 26°41'48" East 20.52 feet;

thence North 69°43'18" East 110.00 feet;

thence South 67°15'12" East 20.52 feet;

thence South 20°16'42" East 67.01 feet to the **POINT OF BEGINNING**;

CONTAINING: 0.636 Acres, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

EXHIBIT "B" attached and by this reference made a part hereof.

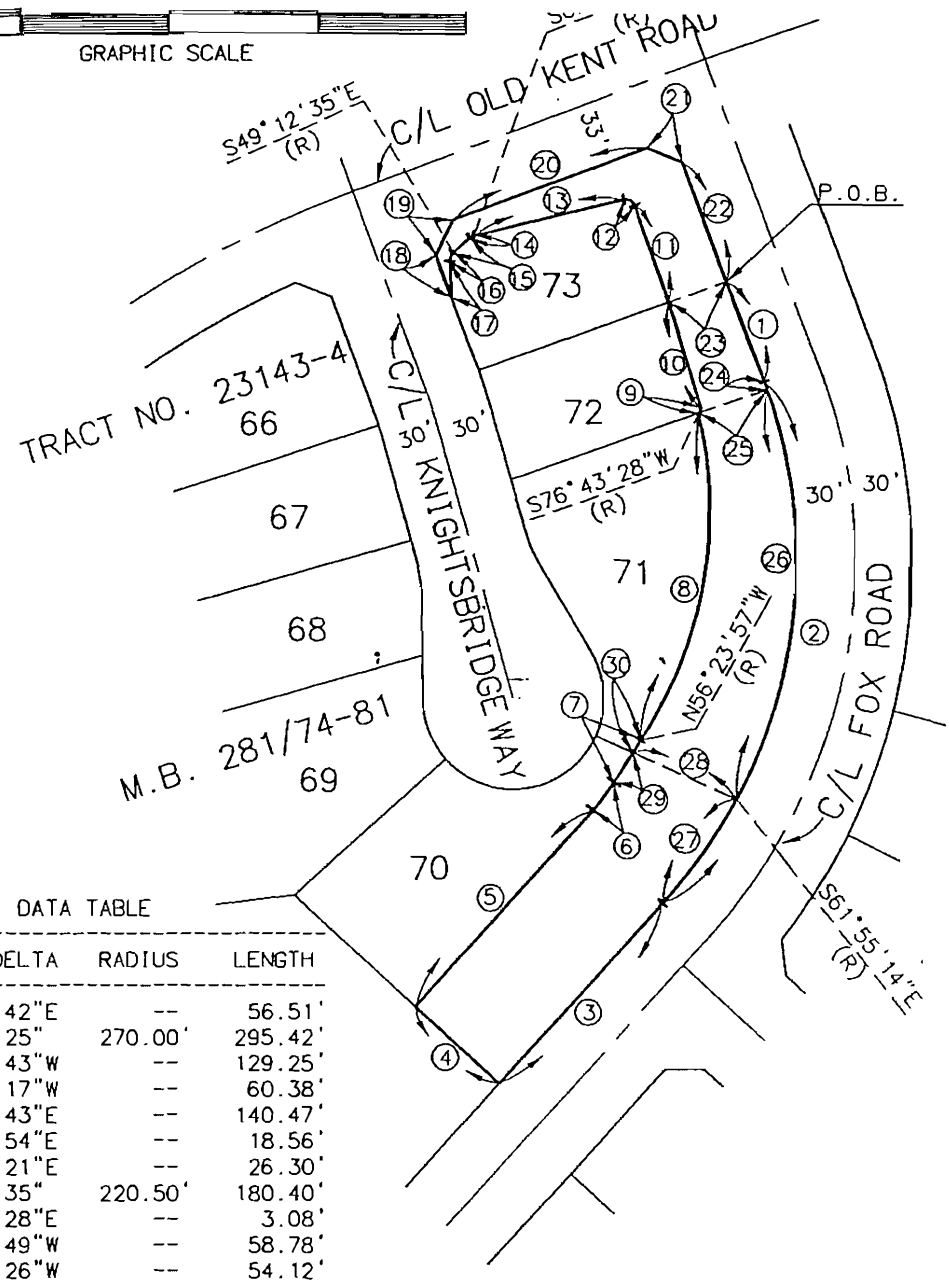
This description was prepared by me or under my direction.

Raymond L. Mathe, P.L.S. 6185 My license expires 3/31/02.



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GRAPHIC SCALE



DATA TABLE

NO.	BRNG/DELTA	RADIUS	LENGTH
1	S20°16'42"E	--	56.51'
2	62°41'25"	270.00'	295.42'
3	S42°24'43"W	--	129.25'
4	N47°35'17"W	--	60.38'
5	N42°24'43"E	--	140.47'
6	N36°48'54"E	--	18.56'
7	N32°39'21"E	--	26.30'
8	46°52'35"	220.50'	180.40'
9	N25°08'28"E	--	3.08'
10	N16°26'49"W	--	58.78'
11	N19°35'26"W	--	54.12'
12	83°57'33"	5.00'	7.33'
13	S76°27'01"W	--	82.28'
14	31°10'06"	3.59'	1.95'
15	S49°45'32"W	--	11.86'
16	42°46'03"	6.68'	4.99'
17	S01°58'38"E	--	19.26'
18	N20°16'42"W	--	24.10'
19	N26°41'48"E	--	20.52'
20	N69°43'18"E	--	110.00'
21	S67°15'12"E	--	20.52'
22	S20°16'42"E	--	67.01'
23	N70°20'48"E	--	32.30'
24	00°58'36"	270.00'	4.60'
25	N70°41'54"E	(R)	38.39'
26	47°22'52"	270.00'	223.28'
27	14°19'57"	270.00'	67.54'
28	N65°52'45"W	--	59.97'
29	N32°39'21"E	--	18.60'
30	N32°39'21"E	--	7.70'

SHEET 1 OF 1 SHEET

EXHIBIT "B"

SLOPE AND DRAINAGE EASEMENT
FOR TRACT NO. 23143-4

Robert Bein, William Frost & Associates
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS

	SCALE	FIELD BOOK	JOB NO.
AUGUST 31, 1999	1"=80'		401480-M11