

REQUESTED BY:
Orange Coast Title Company

Recording Requested By and
When Recorded Mail To:

Frank Woolsey
16561 Bolsa Chica Road, #200
Huntington Beach, CA 92649

RECORDED IN OFFICIAL RECORDS
SEP 12 1984 AT 8 A.M.
SAN BERNARDINO COUNTY, CALIF.

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SUPPLEMENTAL DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
AND ANNEXATION

BEAR VALLEY HOMES

THIS SUPPLEMENTAL DECLARATION is made by BEAR VALLEY HOMES, a General
Partnership ("Grantor") as of this 27th day of August, 1984.

R E C I T A L S

A. On June 22, 1984, Grantor recorded that certain Declaration of
Covenants, Conditions and Restrictions and Reservation of Easements for
Bear Valley Homes ("Declaration"). The Declaration was recorded as
Instrument Number 84-146937 of Official Records of San Bernardino
County, California. The Declaration directly affected residential Lots
1 through 41, inclusive, and Common Area Lots X, Y & Z of Tract 11796-1
("Properties") as per map recorded in Book 169, Pages 47-49 of
Miscellaneous Maps, Records of San Bernardino County, California.
Residential Lots 65 through 108, inclusive, of Tract 11796-1 have been
previously annexed and are part of the Properties subject to the
provisions of the Declaration and jurisdiction of the Jasmine Street
Homeowners Association.

B. Article XVI of the Declaration provides that certain real property
may be annexed by the Grantor and become a part of the Properties
subject to the provisions of the Declaration and jurisdiction of the
JASMINE STREET HOMEOWNERS ASSOCIATION ("Association"). The property
to be annexed at this time under said Article XVI is owned by Grantor
and is described as follows:

Residential Lots 42 through 64 and Lots 109 through
121, inclusive, of Tract 11796-1 as per map recorded
in Book 169, Pages 47-49 of Miscellaneous Maps,
Records of San Bernardino County, California ("Annexed
Property").

C. By this Supplemental Declaration, Grantor hereby intends to cause
the Annexed Property to become subject to the Declaration, upon the
terms and conditions stated herein.

NOW, THEREFORE, it is hereby declared that the Annexed Property shall
be held, sold, conveyed and used subject to the Declaration on the
following terms and conditions:

1. Grantor is the Owner of the Annexed Property and hereby declares
that the Annexed Property is annexed to and made a part of the
Properties of Bear Valley Homes development and that the Declaration
shall include the Annexed Property.
2. The term "Properties" as defined in Article I, Section 26, of the
Declaration and as used throughout the Declaration shall include the
Annexed Property as defined above.

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3. Each purchaser of a Lot in the Annexed Property shall become an "Owner" as defined in Article I, Section 24 of the Declaration and shall automatically become a Member of the Jasmine Street Homeowners Association ("Association"), as provided for in Article III of the Declaration.

4. The Common Assessments, Special Assessments, Reconstruction Assessments, Capital Improvements Assessments or other assessments as defined in the Declaration with respect to the Annexed Property shall commence on, but not before, the first day of the month following the closing of the first sale of a Lot in the Annexed Property. The assessment rights and obligations of all Owners of Lots located in the Annexed Property shall be the same as the rights and obligations of the Owners of Lots currently affected by the Declaration.

5. Grantor hereby grants to each owner of a Lot in the Annexed Property, a nonexclusive easement appurtenant to his/her Lot for ingress, egress, use and enjoyment on and over all the Common Area property as defined in the Declaration.

6. In accordance with the provisions of the Declaration, each Owner of a Lot in the Properties, (as defined in Article I, Section 26 of the Declaration and as amended by the previously recorded Supplemental Declaration(s)), shall have a nonexclusive easement appurtenant to his/her Lot for ingress, egress, use and enjoyment on and over all the Common Area property as defined in the Declaration.

7. The assessment share for each Lot shall be at a uniform rate and effective upon the first day of the month following conveyance of the first Lot in the Annexed Property pursuant to Article VI, Sections 7 and 8 of the Declaration.

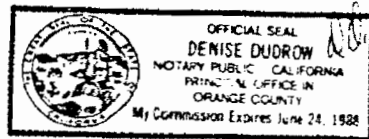
8. The provisions of this Supplemental Declaration shall run with the land and shall inure to the benefit of, and be binding upon, the Grantor, its successors and assigns, and all subsequent Owners of all or any portion of the Annexed Property, together with their grantees, successors, heirs, executors, administrators, devisees and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

GRANTOR:

BEAR VALLEY HOMES
A General Partnership

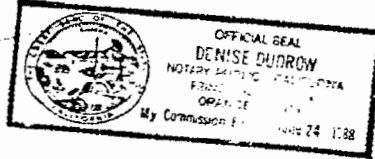
BY: Frank Woolsey - G.P.
Frank Woolsey



STATE OF CALIFORNIA
COUNTY OF Orange } SS
On this 7th day of Sept., 1984, before me, the undersigned,
a Notary Public in and for said County and State, personally appeared Frank Woolsey

_____ personally known to me (or proved to me on the basis of satisfactory evidence)
to be ONE
_____ of the partners of the partnership
that executed the within instrument, and acknowledged to me that
such partnership executed the same.
WITNESS my hand and official seal.

Denise Dudrow
Notary signature



(This area for official seal)

Acknowledgment - Partnership