

WINDERS
PURCHASE
11/7/91

TRACT 7074 CC&RS

BOOK 527

DECLARATION OF RESTRICTIONS
(Lake Arrowhead, California)

This Declaration, made this 27th day of April,
1964, by **TITLE INSURANCE AND TRUST COMPANY**, a California
corporation, as Trustee, (hereinafter referred to as
"Declarant"),

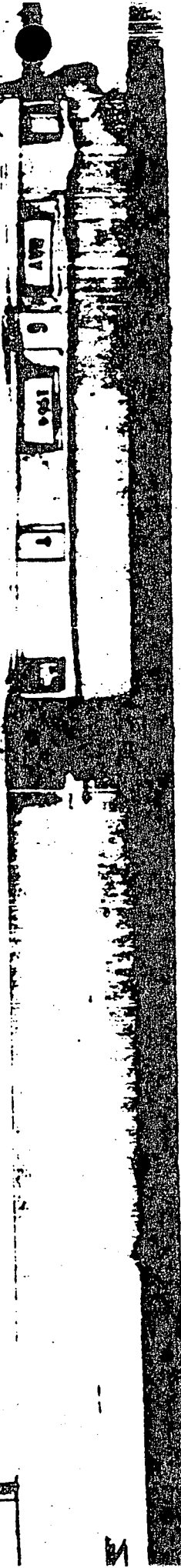
WITNESSETH:

WHEREAS, Declarant is the owner of record of that cer-
tain real property in the County of San Bernardino, State
of California, (herein referred to as the "Arrowhead Property"),
and particularly described in Granting Clause First of that
certain Trust Indenture dated October 27, 1960, between Lake
Arrowhead Development Co., a California corporation, and
Declarant, which was recorded on October 28, 1960, in Book
5270, Page 166, of Official Records of said County of
San Bernardino, and

WHEREAS, Los Angeles Turf Club, Inc. is the beneficiary
under said Trust Indenture which constitutes an encumbrance
on the Arrowhead Property, and

WHEREAS, Declarant desires to establish a general plan
(hereinafter called "said general plan") for the improvement
and development of the Arrowhead Property and to that end
proposes to divide the Arrowhead Property into a series of
subdivisions, one of which is Tract No. 7074 (hereinafter
referred to as "said Tract") which is hereinafter more
particularly described, and

WHEREAS, in accordance with said general plan, Declar-
ant desires to subject said Tract to the following covenants,



conditions, restrictions and reservations (hereinafter referred to as the "conditions"), upon and subject to which all or any portion of said Tract shall be held, improved and conveyed;

NOW, THEREFORE, KNOW ALL MEN

BY THESE PRESENTS:

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That Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of the Arrowhead Property and that as a part of said general plan said Tract is and shall be held and conveyed upon and subject to the conditions hereinafter set forth, each and all of which are for the benefit of the owner of each part or portion of the Arrowhead Property and, until the release of said Trust Indenture as to all property described therein, are for the benefit of and shall be enforceable by Los Angeles Turf Club, Inc., and any other holder or holders of the promissory note secured by said Trust Indenture, and each and all of which (a) shall apply to and bind not only the Declarant while the owner of any part or portion of said Tract, but also each and every future owner thereof or of any part thereof; (b) shall inure to the benefit of not only the Declarant and Los Angeles Turf Club, Inc., or any other holder or holders of said promissory note but also to the benefit of each, every and any future owner of each, every and any portion or portions of the Arrowhead Property and to the benefit of Lake Arrowhead Development Co., a California corporation; (c) shall run with and be binding upon said Tract; and (d) may be enforced not only by the Declarant, by

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Lake Arrowhead Development Co. and by Los Angeles Turf Club, Inc., and any holder or holders of said promissory note, but also by each, every and any future owner of any portion of the Arrowhead Property.

Said general plan and said conditions now made applicable to said Tract are as follows:

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The real property subject to this Declaration is situated in the County of San Bernardino, State of California, and is more particularly described as follows:

Lots 1 to 339 inclusive of Tract No. 7074, Arrowhead Woods Tract No. 103, as per map recorded in Book 91 of Maps, pages 12 to 18, inclusive, records of San Bernardino County, California.

II

Wherever used in this Declaration, the following terms shall have the following meaning:

- (a) "Arrowhead Property" means the property described in Granting Clause First of said Trust Indenture.
- (b) "Building," "structure" and "outbuilding" shall include both the main portion of such structures and all projections therefrom.
- (c) "Lot" means one of the numbered parcels on the map of said Tract recorded in the office of the County Recorder of San Bernardino County, California.
- (d) "Said Tract" means the property described in Article I hereof.

- (e) "Street" means any street, highway or other thoroughfare shown on the map of said Tract.
- (f) "Said general plan" means the general plan herein provided for.

III

(a) No building, garage, patio, outbuilding, fence or other structure shall be constructed, erected, altered, remodeled, placed, maintained or be permitted to remain on said Tract or any portion thereof unless and until three complete sets of plans and specifications therefor, including finished grading plans, plot plan showing location of such structure on the building site, floor and roof plan, exterior elevations, sections and salient exterior details and color scheme, including the type and location of hedges, walls and fences, shall have been submitted to and approved in writing by any two (2) members of the "Architectural Committee", which shall be composed of three (3) members, selected as hereinafter set forth.

(b) So long as said Trust Indenture in favor of Los Angeles Turf Club, Inc., as beneficiary, constitutes an encumbrance against any of the property described therein, the Architectural Committee shall be selected in the following manner:

Los Angeles Turf Club, Inc. shall select one (1) member and Lake Arrowhead Development Co. shall select one (1) member of said Committee and the two members so selected shall select the third member. Such third member may be removed at the written

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direction of either Los Angeles Turf Club, Inc or Lake Arrowhead Development Co. in the absolute discretion of either of them and with or without cause, and the selection of a new third member to fill the vacancy created by the removal or resignation of the previous third member shall be by mutual agreement of Los Angeles Turf Club, Inc., and Lake Arrowhead Development Co. Each of said corporations shall appoint a replacement of its representative on said committee caused by such member's death, disability or removal. The Architectural Committee shall be initially composed of the following three members:

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Rowland H. Crawford, as representative of Los Angeles Turf Club, Inc.

Audrey MacKay, as representative of Lake Arrowhead Development Co.

Richard Dorman, as the joint selection of both said corporations.

When said Trust Indenture no longer constitutes an encumbrance on any of the property described therein all members of said Committee shall be selected and appointed by Lake Arrowhead Development Co., or its successor in interest.

(c) Said plans and specifications shall be delivered to the office of Lake Arrowhead Development Co. at Lake Arrowhead, California, or at such other place as shall be designated by Declarant or Lake Arrowhead Development Co., together with a checking fee in the sum of \$50.00.

(d) Said Architectural Committee shall have the power

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and authority to approve or disapprove the plan and specifications, and approval of said plans, specifications and plot plan may be withheld not only because of noncompliance with any of the specific covenants, conditions and restrictions contained in this Declaration, but also by reason of the reasonable dissatisfaction of the Committee with the grading plan, location of the structure on the lot or building site, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height and style of the proposed structure or altered structures, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee, will render the proposed structure inharmonious or out of keeping with the general plan of improvement of said Tract or the Arrowhead Property or with the structures erected on other building sites in the said tract. Said Architectural Committee may, if it so desires, adopt rules governing its procedure.

(e) The approval of the Committee of any plans or specifications submitted for approval as herein specified for use on any building site shall not be deemed a waiver by the Committee of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other building sites.

(f) If the Committee fails to approve or disapprove such plans and specifications and plot plan within thirty (30)

days after said plans, specifications and plot plan have been submitted to it, and payment of the fee provided for in subparagraph (c) hereof, it shall be presumed that the Committee has approved said plans, specifications and plot plan as submitted. If, after such plans and specifications and plot plan have been approved, the building, fence, wall or other structure shall be altered, erected or maintained upon the lot or building site otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee having been obtained as required by this Declaration.

(g) For the purpose of making a search upon or guaranteeing or insuring title to any lien on and/or interest in any lot or parcel or building site of said Tract, and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in this Declaration authorized or permitted to be approved by the Architectural Committee, said Committee may issue a certificate showing that the plans and specifications and plot plan for the improvement or other matters herein provided for, have been approved, and that said improvements have been made in accordance therewith, which shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title or any loan thereon and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith for value in acting thereon as to all matters within the jurisdiction of the Committee.

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(h) The powers and duties of the Architectural Committee shall cease after 2010, unless prior to said date and effective thereon a written instrument shall be executed by the record owners of a majority of the lots in said Tract and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers and authorities previously exercised by the Architectural Committee, and providing the procedure for appointing his or their successors.

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IV

(a) No building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any of said lots or any building site on said Tract other than one single family dwelling designed for occupation for not more than one family together with appurtenant outbuildings provided, however, that if and while two or more of said lots in said Tract or portions thereof having a combined area equal to or greater than the original area of either of said lots which are contiguous are held in the same ownership and only one main residence is located on said combined area, the other lot or lots or portions thereof may be used for private outbuildings and grounds appurtenant to such main residence.

(b) Outbuildings or garages erected and maintained upon any lot or building site shall conform generally in architectural design and exterior material to the finish of the dwelling houses to which they are appurtenant, and may be, but need not be, attached to said dwelling.

(c) There shall not be erected or maintained on Lots

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1 to 27, inclusive, Lots 130 to 132, inclusive, Lots 169 to 181, inclusive, Lots 237 to 250, inclusive, Lots 271 to 281, inclusive, Lots 313 to 332, inclusive, and Lots 337 to 339, inclusive, any residence which shall have a living area of less than 1,000 square feet, exclusive of car ports, garages and covered porches.

There shall not be erected or maintained on Lots 28 to 129, inclusive, Lots 133 to 168, inclusive, Lots 182 to 236, inclusive, Lots 251 to 270, inclusive, Lots 282 to 312, inclusive, and Lots 333 to 336, inclusive, any residence which shall have a living area of less than 1,200 square feet, exclusive of car ports, garages and covered porches.

(d) No shed, tent, garage, trailer or other out-building shall at any time be used as a residence temporarily or permanently, upon any part of said property.

(e) No person, except Lake Arrowhead Development Co., or its successors in interest, shall erect or maintain upon any part of said property or any lot or building site, any sign, advertisement, billboard, or other advertising structure of any kind.

(f) No fence, wall or hedge shall be planted, erected, located or maintained upon any lot in such location or at such height as to unreasonably obstruct the view from any other lot or lots in said Tract. The Architectural Committee

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shall have the power and authority to modify the conditions and restrictions contained in this subdivision (f) of Paragraph IV as to any lot in said Tract, if said Architectural Committee, in its absolute discretion, deems it necessary or advisable to do so.

(g) No building, or any part thereof, shall be placed, erected or maintained on any lot within fifteen (15) feet of the front property line.

(h) A side yard shall be maintained on each lot of at least ten (10) feet in depth from all side property lines to the building line of any structure, with a minimum clearance of 7-1/2 feet from eaves or other projections to the side property line.

(i) An attached garage, a detached garage, or other auxiliary buildings or structures, not maintained or used for human habitation, shall be located to provide a minimum 7-1/2 foot clearance from the side property line of each lot to eaves or other projections, when the auxiliary building or structure is a minimum of 20 feet to the rear of the front wall of the residence nearest the street, if attached, or 40 feet to the rear of the front wall of the residence nearest the street, if detached.

(j) A rear yard shall be maintained on each lot of at least 25 feet from the property line to the nearest structural projection.

(k) Notwithstanding anything to the contrary herein contained, no building, or any part thereof, shall be placed, erected or maintained any closer to the front, rear or side property line than as shown on the recorded subdivision map

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of said Tract.

(1) If due to the shape or topography thereof, the owner of any lot should desire to install thereon any building, structure or improvement so close to any boundary line of such lot that it would violate the set-back provisions contained in Paragraph IV hereof, he may present a plat of the proposed location thereof and the full plans and specifications therefor to said Architectural Committee, together with such contour map as may be required by such Committee. If said Committee should in its discretion determine that the desired location is of prime importance to the convenient and beneficial use of such lot and that, in the light of the other circumstances, including the proposed plan, such building, structure or improvement so located will not be unduly detrimental to said Tract in general or to adjoining properties in particular or to any other portion of the Arrowhead Property and if such Committee should approve in writing the proposed location thereof and the plans and specifications therefor, then and in such events, the erection and maintenance of such building, structure or improvement on such approved location and in accordance with such approved plans and specifications may be effected notwithstanding the limitations expressed in Paragraph IV hereof. Provided, further, that such approval by the Architectural Committee shall not relieve the owner from obtaining the consent and approval, when necessary, of the appropriate department or commission of the County of San Bernardino.

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No horses, cattle, cows, sheep, rabbits, pigs or other

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animals, fowls or poultry, shall be kept, raised or permitted on said Tract or any part thereof, except that domestic cats, dogs and birds may be kept as household pets upon said Tract, provided, that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities.

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VI

Declarant reserves and further declares that upon the conveyance of any lot in said Tract, there is reserved the following:

- (a) An easement for the construction, maintenance and operation of sewer mains, laterals, manholes, sumps and appurtenant equipment over and across those portions of the lots shown on Tract 7074 as public utility easements and those portions of said lots referred to as public utility easements on the Owner's Certificate shown on said map. And any conveyance by the Declarant shall except such easements so reserved from any grant or conveyance hereafter made of said Tract. Each of the rights, easements and servitudes reserved hereunder (except as herein otherwise stipulated) shall at all times be and remain a continuing right, easement, and servitude which may be exercised, used, availed of and/or assigned, at any time and from time to time, and the exercise, use and/or assignment of any such right, easement and/or servitude shall never

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affect or impair the power of the declarant grantor, its successors or assigns to again exercise, use and/or assign each and every of said rights, easements and servitudes at any subsequent time.

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VII

The owner of each lot of said Tract shall keep such lot free and clear of all weeds and rubbish and do all other things necessary or desirable to keep the premises neat and in good order, and it is hereby agreed that in the event of the default in the performance of this covenant, the Declarant, its successors or assigns, hereby reserve the right to enter upon the property of such owner and remove all weeds and rubbish and do all other things necessary to place said property in a neat and orderly condition in accordance with this covenant, and the expense thereof shall become due and payable from such owner to the Declarant, its successors or assigns, within five (5) days after written demand therefor.

Declarant asserts that any grant or conveyance of any lot in said Tract 7074, or any part thereof, shall be made upon the following covenants to be observed and accepted by the grantees, which shall also be conditions subsequent:

Such grantees shall not, and shall not permit any person to remove, destroy, or materially change the shape of any of the trees growing on said Tract without the prior consent of grantor, or its successors and assigns, or the Architectural Committee acting in its assigned capacity.

Such grantees will do whatever is necessary for the

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maintenance, care, growth and development of each and every such tree and will for such purpose expend such funds and engage such expert personnel as may be reasonably necessary adequately to maintain and care for such trees, and pay all taxes, assessments, and charges levied against such trees.

Such grantees shall pay the cost and expense for the removal of any tree or trees, and indemnify and hold Declarant harmless therefor.

VIII

Said Tract shall not, nor shall any part thereof, nor any lot or building site therein, be used for the purpose of mining, quarrying, drilling, exploring for, taking or producing therefrom, water, oil, gas or other hydrocarbon substances, minerals or ores of any kind.

IX

No noxious or offensive activity shall be carried on upon said Tract or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.

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Said Tract and the lots and building sites included therein are subject to such easements and rights of way as may be necessary or convenient for erecting, constructing, maintaining and operating public service wires and conduits for lighting, heating, power, telephone and other methods of conducting and performing any public or quasi public

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utility service or function as such easements and rights of way are shown and designated on the map of said real property recorded in the Office of the County Recorder of San Bernardino County, California, and all of said easements and rights of way are reserved for the purposes herein and in said map set forth.

XI

(a) The covenants, conditions and restrictions herein contained shall run with said land and shall be binding and in force and effect until December 31, 2010, for the mutual benefit of all the lots and building sites in said Tract and of all the lots and building sites now in existence or hereafter created in the Arrowhead Property with each other, both as to servient and dominant tenements as against all other lots in said Tract.

(b) At any time prior to December 31, 2010, the owners of record of lots or building sites in said Tract subject to this Declaration, having an aggregate area equivalent to not less than 55% of the total area of all of said property, may extend the term during which said covenants, conditions and restrictions shall bind and effect said Tract to December 31, 2025, by executing and acknowledging an instrument in writing to that effect which shall be duly recorded with the County Recorder of San Bernardino County, California.

(c) The easements and reservations herein contained shall be perpetual unless released by the declarant grantor and/or those persons or corporations to whom such rights

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have been assigned and conveyed as herein provided.

XII

(a) Upon any breach or violation of any of the conditions, covenants, restrictions or reservations herein contained, the premises directly affected by such breach or violation shall forthwith revert to Declarant, or its successors in interest in the ownership of the reversionary rights herein, who shall have the right of immediate re-entry and possession; provided, that a breach of any of the said covenants, conditions, restrictions or reservations and/or any reversion of title as herein provided shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said premises or any part thereof, but all said covenants, conditions, restrictions and reservations shall be binding upon and effective against any subsequent owner of said premises.

(b) The violation or breach of any of the covenants, conditions, restrictions or reservations herein contained shall give the Declarant and/or Lake Arrowhead Development Co. and/or the Architectural Committee and/or any owner or owners of lots or building sites in said Tract or in any other portion of the Arrowhead Property and/or, until the release of said Trust Indenture as to all property described therein, Los Angeles Turf Club, Inc. and any other holder or holders of said promissory note, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the covenants, conditions, restrictions and reservations, to prevent or

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enjoin them from so doing, to cause said violation to be remedied, or to recover damages for said violation.

(c) The result of every act or omission whereby any covenant, condition, restriction or reservation herein contained is violated, in whole or in part, is hereby declared to be and shall constitute a nuisance and every remedy allowed by law or in equity against an owner shall be applicable against every such result and may be exercised by Declarant, Lake Arrowhead Development Co., the Architectural Committee, or the owner or owners of any lot, building site or portion of said Tract or of any other portion of the Arrowhead Property or, until the release of said Trust Indenture as to all property described therein, Los Angeles Turf Club, Inc. and any other holder or holders of said promissory note.

(d) In any legal or equitable proceeding for the enforcement or to restrain the violation of any provision of this Declaration, the prevailing party shall be entitled to recover such reasonable attorneys' fees as the court shall award from the unsuccessful party or parties.

(e) The remedies contained and set forth in this Article XII shall be cumulative and not exclusive.

XIII

The owners of record of lots or building sites in said Tract having an aggregate area equivalent to not less than 55% of the total area of all of said property may, at any time, with the written consent and approval of Los Angeles Turf Club, Inc., or its successor in interest, so long as the said Trust Indenture constitutes an encumbrance against any

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property described therein, modify, amend, cancel or annul, with respect to all of said Tract, all or any of the covenants, conditions and restrictions contained in this Declaration and any supplement or amendment thereto, by instrument in writing signed by said owners and acknowledged by them so as to entitle it to be recorded in the office of the County Recorder of San Bernardino County, California.

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XIV

Any and all of the rights, powers and reservations of Declarant and/or Lake Arrowhead Development Co. and/or the Architectural Committee herein contained, may be assigned to any other corporation or association which will assume the duties of Declarant and/or Lake Arrowhead Development Co. and/or the Architectural Committee pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its consent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant and/or Lake Arrowhead Development Co. and/or the Architectural Committee herein.

XV

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, Lake Arrowhead Development Co., the Architectural Committee, and the owner or owners of any portion of said Tract, or any

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other portion of the Arrowhead Property or their and each of their legal representatives, heirs successors and assigns, and, until the release of said Trust Indenture as to all property described therein, Los Angeles Turf Club, Inc. and any other holder or holders of said promissory note.

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XVI

The covenants, conditions and restrictions herein contained are intended to and shall supersede any previously recorded covenants, conditions and restrictions relating to those portions of Tract 7074 which were formerly included within the boundaries of Tract 2766, Arrowhead Woods Tract No. 8, as per plat recorded in Book 38 of Maps pages 89 and 90, and within the boundaries of Tract 2801, Arrowhead Woods Tract No. 9, according to map recorded in Book 39 of Maps pages 1 and 2, records of San Bernardino County, California.

IN WITNESS WHEREOF, the Declarant herein has caused its corporate name to be hereunto subscribed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed the day and year first above written.

TITLE INSURANCE AND TRUST COMPANY
A California corporation

By *B. J. ...*
Vice President

By *[Signature]*
Assistant Secretary

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MAY 6 1964

STATE OF CALIFORNIA }
County of San Bernardino } ss.

On April 27, 1964, before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. E. Branch and H. R. Taylor, known to me to be the Vice President and Assistant Secretary, respectively, of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

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WITNESS my hand and Official Seal,

VENUS JACQUES
NOTARY PUBLIC, CALIFORNIA
COUNTY

Venus Jacques
Notary Public in and for said
County and State

When recorded return to:
Title Insurance and Trust Co.
340 Fourth Street
San Bernardino, California
attention: Venus Jacques
Asst. Trust Officer

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RECORDED AT REQUEST OF
Title Insurance and Trust Company
MAY 6 1964 at 8 AM

BOOK 6142 PAGE 937
OFFICIAL RECORDS
San Bernardino County, Calif.
J. A. [Signature]

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