

1 HUSAM SAMARAH  
2 Plaintiff in Pro Per  
3 HERMINE MURRA  
4 Plaintiff in Pro Per  
5 PO BOX 128  
6 LAKE ARROWHEAD, CA 92352  
7 Tel: (714) 476-9250  
8 Rovingsam@gmail.com  
9 Plaintiffs in Pro Per

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

NOV 13 2017

BY Mayela Martinez  
MAYELA MARTINEZ, DEPUTY

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF SAN BERNARDINO**  
10 **CENTRAL DIVISION**

10 HUSAM SAMARAH, Individual; )  
11 HERMINE MURRA, Individual; )  
12 Plaintiffs; )  
13 vs. )

**Case No.: CIVDS1717319**

**FIRST AMENDED COMPLAINT**

13 ARROWHEAD WOODS )  
14 ARCHITECTURAL COMMITTEE INC., )  
15 A Nonprofit Public Benefit Corporation, and )  
16 all known and unknown "DIRECTORS of )  
17 CORPORATION" inclusive, named as )  
18 DOES 1 to 50; )

**Pursuant to: (California Code of Civil )  
Procedure - CCP § 472(a))**

VERIFIED COMPLAINT FOR:

18 ARROWHEAD LAKE ASSOCIATION, )  
19 A California Nonprofit Corporation; and all )  
20 known and unknown "DIRECTORS" of )  
21 CORPORATION" inclusive, named as )  
22 DOES 1 to 50; )

- 1) VIOLATION UNDER CALIFORNIA  
MARKETABLE RECORD TITLE ACT  
LAW, (*California Civil Code Sections:  
880.350, 885.060(a) and (b)*)
- 2) FRAUD;
- 3) CONSPIRACY TO COMMIT FRAUD;
- 4) SLANDER OF TITLE;
- 5) QUIET TITLE;
- 6) PERMANENT INJUNCTION; AND
- 7) FOR DECLARATORY RELIEF.

21 And all known and unknown "Lot Owners of )  
22 Tract 53" inclusive, and all persons unknown )  
23 claiming any legal or equitable right, title, )  
24 estate lien, or interest in the property )  
25 described in the Complaint named as )  
26 DOES 1 to 95; )

Defendants. )

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO COUNTY

NOV 17 2011

*[Signature]*  
BY \_\_\_\_\_  
MAYLE MARRIOTT, CLERK

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## FIRST AMENDED COMPLAINT

Plaintiffs, by and through the undersigned, hereby filed First Amended Complaint **Pursuant to:**  
**(California Code of Civil Procedure - CCP § 472(a))**, and sues the above named Defendants,  
and alleges as follows: This is an action for; Violation under California Marketable Record Title  
Act law, (*California Civil Code Sections: 880.350, 885.060(a) and (b)*); Fraud; Conspiracy to  
Commit Fraud, Slander Of Title; and Quiet Title; Plaintiffs Seeking Remedies for Permanent  
Injunction; and for Declaratory Relief, is within the jurisdiction of this Court, which relates to an  
improper attempt to impose affirmative Expired, Unenforceable “DEED RESTRICTIONS” and  
“CORPORATE QUITCLAIM DEED RESTRICTIONS”, including an obligation to pay fees and  
other charges, upon Plaintiffs and all “Lot Owners” within a subdivision Tract 53 with neither  
owner’s agreement or consent.

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### PARTIES

- 1) Plaintiffs HUSAM SAMARAH, aka “Sam Samarah”, aka “Husam Abdulkarim”, is domiciled in San Bernardino County, California, who is Associate and Domestic-Partner with Plaintiff Ex-Wife Hermine Murra, and at all times manages Plaintiff’s Hermine Murra Properties, which Lot 13 in Tract 53 is one of the properties within His Responsibilities, Furthermore, Plaintiff Husam Samarah Has a vested secured interest in the property as a Third Deed of Trust;
- 2) Plaintiff HERMINE MURRA is domiciled in San Bernardino County, California and the Title Owner of improved real property located in San Bernardino County, commonly known as: 28051 State HWY 189, Lake Arrowhead, California, Zip Code 92352;  
Legal Description:  
*(Lot 13 of Tract No. 53, in County of San Bernardino, State of California, as per Map recorded in Book 22, Page(s) 7 and 8 of Maps, in the Office of the County Recorder of said County. Assessor's Parcel Numbers(s): 0335-113-16-0-000)*
- 3) Defendants, ARROWHEAD WOODS ARCHITECTURAL COMMITTEE, INC., (hereinafter will be referred to as “AWAC-Inc.”), A California Nonprofit Public Benefit Corporation; and all known and unknown “DIRECTORS of the CORPORATION” inclusive, named as DOES 1 to 50, Plaintiffs, will amend this complaint to allege their true names and capacities when ascertained;

- 1 4) Defendants, ARROWHEAD LAKE ASSOCIATION, (hereinafter will be referred to as  
2 “ALA”), is A California Nonprofit Corporation; and all known and unknown “DIRECTORS  
3 of CORPORATION” inclusive, named as DOES 1 to 50, Plaintiffs, will amend this  
4 complaint to allege their true names and capacities when ascertained;
- 5 5) Plaintiffs unaware of the true names and capacities of other defendants, and all known and  
6 unknown “Lot Owners of Tract 53” inclusive and therefore sue those Defendants by such  
7 fictitious names; DOES sued hereto, as DOES 1 through 95, Plaintiffs, will amend this  
8 complaint to allege their true names and capacities when ascertained;
- 9 6) Plaintiffs informed and believes and thereon alleges, that Defendants at all times mentioned  
10 herein were the agents, servants, subsidiaries, affiliates of each other and in doing the things  
11 alleged were acting within the course and scope of such agency and employment with the  
12 permission, consent and knowledge of each other;
- 13 7) Plaintiffs informed and believes and thereon alleges, that each fictitiously sued Defendants  
14 were in some way responsible for the acts alleged in the Complaint;

15 **ALLEGATIONS**

- 16 8) Plaintiffs informed and believes and thereon alleges, Plaintiffs made subject to affirmative  
17 obligations set forth in the expired, unenforceable “GRANT DEED RESTRICTIONS,”  
18 recorded in County of San Bernardino Recorder’s Office on **August 09, 1922 in Book 764**  
19 **of Deeds, Page 17** and “CORPORATE QUITCLAIM DEED RESTRICTIONS” recorded in  
20 County of San Bernardino Recorder’s Office on **July 7, 1965 in Book 6425, Page 729;**
- 21 9) Plaintiffs entitled to Permanent Injunction and Injunctive Relief Nullifying the affirmative  
22 obligations set forth in the expired, unenforceable covenants set forth in the “GRANT  
23 DEED RESTRICTIONS”, “CORPORATE QUITCLAIM DEED RESTRICTIONS”, and is  
24 further entitled to an award of their reasonable Legal Fees and costs of lawsuit, Plaintiffs  
25 have no relationship with any of Defendants;

26 **JURISDICTION OF COURT AND VENUE:**

- 27 10) Defendants ALA a California Nonprofit Corporation and AWAC-Inc., a California  
28 Nonprofit Public Corporation, and Plaintiffs are Real Persons and Members of the Public,  
and Domiciled within San Bernardino County and suffered damages caused by Defendants,  
this Honorable court retains jurisdiction to resolve the controversy between litigants;



1 NATURE OF THE CLAIM

2 ORIGINAL "GRANT DEED RESTRICTIONS" RECORDED 1922:

3 The Following Recorded Documents Clouded Plaintiff's Property:

- 4 11) Document recorded on August 09, 1922 in Book 764 of Deeds, Page 17, Grant Deed from
- 5 "Mr. Robert G. Lester" Grantor to "TITLE INSURANCE AND TRUST COMPANY, A
- 6 California Corporation" Grantee subject to Exceptions, Reservations and Covenants,
- 7 Conditions, Restrictions, and Easements;
- 8 12) The Grant Deed Contained extensive list of seven (7) Exceptions and Reservations and list
- 9 of fifteen (15) Conditions, Restrictions, and Reservations. A true and correct copy of "1922-
- 10 GRANT DEED" attached hereto as **Exhibit (1)**.
- 11 13) The Original Grant Deed contains Covenants that Restrict usages of Lots in Tract 53.

12 The Original "Grant Deed" States, as follows:

13 *"TO HAVE AND TO HOLD, to said Grantee, successors and assigns, Subject to the*

14 *Exceptions and Reservations set forth herein, and to the following conditions, each of*

15 *hereby declared to be a condition subsequent, to wit: That for the purposes of this*

16 *conveyance and the proper understanding and application of the provisions hereof... ..;*

17 LIST OF FIFTEEN (15) CONDITIONS, RESTRICTIONS, AND RESERVATIONS

18 AS DEFINED IN THE RECORDED GRANT DEED:

19 **First:** *That said property may be used for residential purposes only.*

20 **Second:** *such use is limited to the erection, maintenance and/or occupancy of a single*

21 *building on any of said for private residence purposes, together with a private e stable*

22 *and/or garage: Provided, that more than one building for such residential purposes may be*

23 *erected and/or maintained on the premises the horizontal area thereof in square feet shall*

24 *be Eight Thousand times the number of such buildings; and also provided that a private*

25 *community building or private club building may be erected and/or maintained on the*

26 *premises if the horizontal area of the premises is not less than Forty Thousand square feet*

27 *and it such building shall cost and be reasonably worth not less than Ten Thousand Dollars*

28 *, If such a community building or club building is so erected any premise, other buildings*

*for residential use my be also erected and/or maintained on the same premises, provided the*

*horizontal area of such premises shall be not less than Four Thousand times the number of*

*such other buildings.*

**Third:** *that such use is also limited, by the condition that no building may be erected that*

*does not conform both as to design and location to plane, drawings and specifications*

*which have been approved in writing by, and copy of which are filed with, the Architectural*

*Committee.*

**Fourth:** *that such use is also limited by the specific that on each premises no store, business*

*or profession of any kind shall be maintained or carried on and that no readiness shall be*

1 erected that is designed for occupancy by more than one family, that no flat, double house,  
2 apartment houses, tenement houses, hotel, boarding and/or lodging house, or any cesspool,  
3 vault, or privy, shall be erected, built or used.

4 **Fifth:** That the premises may be occupied and/or used only by persons of the White or  
5 Caucasian Race and that no person of other or different Race may occupy or use any  
6 portion thereof; provided that persons of other Races actually employed as Servants of a  
7 family entitled to occupy the premises may occupy such portion or portions of such premises  
8 as may be necessary in the proper discharge of their duties as such servants.

9 **Sixth:** That no residence shall be erected or maintained on the premises which shall cost, or  
10 be of the value less than \$500.00.

11 **Seventh:** that there shall never be any noxious thing, trade or business kept, maintained or  
12 permitted upon premises nor shall any livestock of any kind (other than riding gad driving  
13 Horses for private use), or live poultry, be kept, permitted or maintained upon the premises.

14 **Eighth:** That no building may be occupied for residential proposes unless and until furnished  
15 with modern plumbing fixtures adequate for disposal of all slope and liquid refuge including  
16 sewage, and properly connected to sewer.

17 **Ninth:** That no garbage shall be permitted to remain on the premises for a period of more  
18 than four days and that no garbage or refuse shall be thereon buried or burned, That the  
19 premises shall be kept in a clean and sanitary condition free from any and all brush,  
20 rubbish or refuse of any kind or, character, and that there must be removed there from any  
21 and all undergrown, shrubs , weeds, woods and dead plants of any kind that may constitute  
22 in the opinion of the inspector, a dangerous fire hazard, and that such removal must occur  
23 within five days after notice by the inspector to the occupant, or owner of the premises that  
24 such fire hazard exist.

25 **Tenth:** That no plumbing or sewer fixtures, pipes or air conditions may be covered,  
26 enclosed or hidden from view until the same have been inspected and approved by the  
27 inspector. That no electric wiring, electric fixtures, fuses, chimney, heating apparatus or hot  
28 water apparatus may be used covered, enclosed or hidden from view until inspected and  
approved by the inspector.

**Eleventh:** That no building: fence, wall or other structure shall be erected or maintained  
upon, the premises, nor shall any alteration (for which, it were to be in the City Los  
Angeles, It would be necessary to secure a permit from any Board, or the Building  
Inspector, of said City) be made in the exterior interior any structure unless complete plans  
and specifications therefor, showing the nature, kind, shape, height, material and color  
scheme thereof, and indicating the location of such structure, or of such structure to any  
structure, shall have been submitted to the Architectural Committee and approved in writing  
by said Architectural Committee. No alterations shall be made in the exterior color of any  
structure unless written approval of the Architectural Committee shall have first been  
obtained.

**Twelfth:** That no signs or advertisements of any kind or character shall be erected, pasted,  
posted or displayed upon or about the premises without the written permission of Title  
Insurance and Trust Company, and Title Insurance and Trust Company shall have the right  
in its uncontrolled discretion, to prohibit and to restrict and control the construction,  
material and location of any and all signs, and any summarily remove and destroy any such  
signs. This provision shall not, however, affect or limit the right of Title Insurance and Trust  
Company to place any signs in, upon or near the premises which may be required or

1 desirable to enable Title Insurance and Trust. Company to effect sales of the lots herein  
2 described, nor shall it prevent the Arrowhead Mutual Service Company from posting or  
erecting any signs necessary for the proper performance of its functions,

3 **Thirteenth:** That the buyer shall pay before delinquency all taxes and assessments levied or  
4 laid upon the premises during his ownership thereof, together with and including taxes,  
5 assessments or charges that may hereafter be levied or laid upon the trees or any of them  
herein referred to growing or being upon said premises.

6 **Fourteenth:** That any and all conditions and restrictions contained herein shall inure not  
7 only to the benefit of the Grantor, his heirs, successors, and assigns, but also to the benefit  
8 of the owners of the lots in the tract of, land first herein above mentioned, and any violation  
9 or breach of either or any of such conditions and/or restrictions may be prevented by  
10 Injunction such remedy may be enforced by the Grantor, his successors and assigns, or by  
11 Title Insurance and Trust Company, his or their behalf, and/or upon proceedings instituted  
12 by not less than three owners of lots or portions thereof above described, and in addition to  
13 such Injunctive relief Title Insurance and Trust Company, when such violation or breach  
14 exists, shall have and continually retain the right to summarily abate and remove, at the  
15 expense of the owner of lot or lots thereby affected, any condition or thing which may exist  
contrary to the full purpose and intent of the provisions hereof, and may such abatement or  
removal or entry by the Grantor, his heirs, successors, or by Title Insurance and Trust  
Company, in connection, therewith, shall not be construed as a trespass on the part the  
Grantor, his heirs, successors, and assigns, or by Title Insurance and Trust Company, nor  
shall the Grantor, his heirs, successors, and assigns Title Insurance and Trust Company, be  
holder for any damages on account thereof, The remedy herein contained shall be  
cumulative and shall not be expulsive of other.

16 **Fifteenth:** That, upon any breach, or attempted breach of any of the conditions, restrictions,  
17 and/or reservations herein contained, and/or upon any attempt to obstruct or defeat and/or  
18 nullify any of said conditions, restrictions, and/or reservation, the premises directly affected  
19 by such breach or attempted breach, obstruction, defeat and/or nullification shall Forthwith  
20 revert to the Grantor, or his successors in the ownership of the revisionary rights herein and  
21 hereby created, who shall have the right of immediate to entry and possession. Provided,  
22 that a breach of any of the said conditions, restrictions, and/or reservations, and/or  
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 conditions, restrictions, and reservations shall be binding upon and  
effective against any subsequent owner of said premises.

23 IN WITNESS THEREOF the said Grantor has hereunto set his hand and Seal this 5th day of  
August, 1922. Robert G. Lester”

- 24 14) The Original Grant Deed does not contain any reference to Fees or Assessments;  
25 15) The Original Grant Deed does not define Common Areas, Interest, or other Real or Personal  
26 Property to be owned, managed, or maintained by such Homeowners, nor does the General  
27 Plan describes Common Areas or any areas other than dedicated Roadways between Lots to  
28 be owned and maintained by individual Lot Owners;

1 16) The persons and/or entities authorized to enforce the restrictive covenants within the Grant  
2 Deed are described as follows: (See Section Fourteenth in the Recorded Grant Deed);  
3 “Any violation or breach of either or any of such conditions and/or restrictions may be  
4 prevented by Injunction such remedy may be enforced by the Grantor, his successors and  
5 assigns, or by Title Insurance and Trust Company, his or their behalf, and/or upon  
6 proceedings instituted by not less than three owners of lots or portions thereof above  
7 described, and in addition to such Injunctive relief Title Insurance and Trust Company,  
8 when such violation or breach exists, shall have and continually retain the right to  
9 summarily abate and remove, at the expense of the owner of the lot or lots thereby affected,  
10 any condition or thing which may exist contrary to the full purpose and intent of the  
11 provisions hereof, and may such abatement or removal or entry by the Grantor, his heirs,  
12 successors, or by Title Insurance and Trust Company, in connection, therewith, shall not be  
13 construed as a trespass on the part the Grantor, his heirs, successors, and assigns, or by  
14 Title Insurance and Trust Company, nor shall the Grantor, his heirs, successors, and  
15 assigns Title Insurance and Trust Company, be holder for any damages on account thereof.  
16 The remedy herein contained shall be cumulative and shall not be expulsive of other.”

17 17) Document recorded on **August 09, 1922 in Book 758 of Deeds, Page 308**. Grant of  
18 Easement from “Mr. Robert G. Lester” Grantor to “Arrowhead Mutual Service Company”  
19 Grantee for maintenance and care of the trees, roots, branches, etc., growing on property  
20 herein; A true and correct copy of the “GRANT OF EASEMENT” attached hereto as  
21 **Exhibit (2)**;

22 18) Document recorded on **September 08, 1922 as Book 764, Page 220** Official Records, an  
23 Agreement between “Mr. Robert Lester” and “TITLE INSURANCE AND TRUST  
24 COMPANY, A California Corporation”, declaring modifications thereof to permit other  
25 conditions; A true and correct copy of the “AGREEMENT” attached hereto as **Exhibit (3)**;

26 19) Document recorded on **January 27, 1926 as Book 47, Page 462** of Official Records, A  
27 “CORPORATE GRANT DEED” from “TITLE INSURANCE AND TRUST COMPANY  
28 (A California Corporation)” Grantor to “Mr. J. O. Knapp” Grantee subject to Exclusions and  
Covenants, Conditions, Restrictions and Easements, declaring modifications thereof  
recorded. A true and correct copy of the “CORPORATE GRANT DEED” attached hereto  
as **Exhibit (4)**;

20) Document recorded on **July 7, 1965 in Book 6425, Page 729**, a “CORPORATE  
QUITCLAIM DEED” From “Arrowhead Mutual Service Company” Grantor to “All Lot  
Owners in Arrowhead Woods” Grantees transferring ownership of all Trees and Shrubs,  
Roots, Branches, etc., growing on property herein described, with preservation and rights

1 and care of the trees, roots, branches, etc., growing on property herein described and  
2 incidental purposes in the document recorded in **Book 758 of Deeds, Page 308** and recorded  
3 of Official Records. A true and correct copy of the "CORPORATE QUITCLAIM DEED"  
4 attached hereto as **Exhibit (5)**;

### 5 HISTORY

#### 6 "ALA" PURCHASED "LAKE ARROWHEAD" FROM "BOISE CASCADE"

- 7 21) On or about 1970, "BOISE CASCADE", a Delaware Corporation authorized to conduct  
8 Business in the State of California and Successor to "TITLE INSURANCE AND TRUST  
9 COMPANY", had been searching for someone to purchase its interests for several years, and  
10 for good reason. It had been forced to take its interests back several years previously when  
11 the Development Company was threatened with bankruptcy. The Federal Government had  
12 further ordered "Boise Cascade" to divest itself of its various monopolistic holdings;
- 13 22) Under the leadership of Mr. Ralph Wagner "*was one of the founders of ALA in 1974. First  
14 elected president of ALA in 1975. One of the founders of LACSD in 1978. First elected  
15 president of LACSD in 1978. At one time, served as president of ALA, LACSD, and Lake  
16 Arrowhead Property Owners Association (LAPOA) at the same time (1975 - 1979). Over the  
17 years, Ralph has served in all of the official positions of ALA, twice as president", and now  
18 returns to the Board of Directors of "ALA", and others, formed ALA and purchased Lake  
19 Arrowhead, Grass Valley Lake, the Burnt Mill Beach Club, and the Tavern Bay Beach Club  
20 for \$450,000. Boise Cascade was relieved;*
- 21 23) On or about 1975, ALA, also became responsible for the Architectural Committee  
22 functions in the Arrowhead Woods;
- 23 24) During this time, Boise Cascade (the single purpose holding company) separately, on or  
24 about 1978, sold the control of the water rights from Lake Arrowhead to Lake Arrowhead  
25 Community Services aka "LACSD";
- 26 25) On or about 1989 BOISE CASCADE, Assigns and Quitclaims their Interest to:  
27 "ARROWHEAD LAKE ASSOCIATION AND ARROWHEAD WOODS ARCHITECTURAL  
28 COMMITTEE OF ARROWHEAD LAKE ASSOCIATION"  
Fully Described in Quitclaim:  
*"FOR VALUABLE CONSIDERATION, BOISE CASCADE HOME AND LAND  
CORPORATION, a Delaware corporation, and successor to Lake Arrowhead Development  
Co. Lake Arrowhead Land Corp., Lake Arrowhead Commercial Co. and Boise Cascade  
Properties, Inc. , hereby assigns and quitclaims to ARROWHEAD LAKE ASSOCIATION*

1 *and ARROWHEAD WOODS ARCHITECTURAL COMMITTEE OF ARROWHEAD LAKE*  
2 *ASSOCIATION, as their interests may appear, any and all rights, powers and reservations*  
3 *conferred under or by those Grant Deeds of Restrictions which are referred to by tract and*  
4 *map reference, and by the recording reference, to the respective Grant Deeds of*  
5 *Restrictions in the Official Records of San Bernardino in Exhibit "A" which is attached to*  
6 *and incorporated in this instrument"*

7 26) This Assignment and Quitclaim Deed was executed by Boise Cascade on March 10, 1989,  
8 and two (2) years later recorded and became effective on January 21, 1992.

9 27) Plaintiffs property is located within Tract 53 which is **NOT INCLUDED** in Exhibit "A" in  
10 the "Assignment and Quitclaim Deed" described above; A true and correct copy of the 1992  
11 recorded "Assignment and Quitclaim Deed" attached hereto as **Exhibit (6)**;

12 28) On or about August 31, 1990, AWAC-Inc recorded a "Corporation Quitclaim Deed"  
13 executed by ALA. This document states the following:

14 *"All of the Grantor's right, title and interest in and to all rights of forfeiture, enforcement*  
15 *and re-entry, whether vested, conditional or contingent, upon breach of covenants,*  
16 *conditions and restrictions imposed by the Grantor or its predecessors in interest, all*  
17 *situated in Township 2 North, Range 3 West, San Bernardino Base and Meridian, according*  
18 *to the official plates thereof, San Bernardino County, California."*

19 A true and correct copy attached hereto as **Exhibit (7)**;

20 29) On or about September 08, 2008, ALA filed a lawsuit in Superior Court of California,  
21 County of San Bernardino, under Case Number CIVSS-808455 for:

22 *"Declaratory Relief against AWAC-Inc., ALA Alleged that the 1990 Corporation Quitclaim*  
23 *Deed was ambiguous on its face in that it did not identify the Covenants, Conditions and*  
24 *Restrictions, and did not identify what breach of Covenants, Conditions and Restrictions the*  
25 *Quitclaim related to, nor did it identify any particular document upon which any rights of*  
26 *"forfeiture, enforcement and reentry . . ." could be based and thereon bestowed and to*  
27 *which the 1990 Corporate Quitclaim Deed is referring." See Exhibit (7) attached;*

28 30) ALA contended that, as the Owner of the Real Property and/or Easements within the  
Subject Property, had a right to control and make decisions with regard to all Trees,  
Landscaping, Improvements/Modifications and/or Additions on the Subject Property,  
whereas AWAC-Inc., disputed these contentions and claimed that ALA (*pursuant to the*  
*1990 Corporation Quitclaim Deed and/or any other basis*) had no right to control and/or  
make decisions related to trees, landscaping, improvements/modifications and/or additions  
on the Subject Property without AWAC-Inc., approval;

- 1 31) ALA requested from the Court a judicial determination and Grant Deed of the Respective  
2 Rights, duties and obligations with regards to Subject Property, and specifically that  
3 Plaintiff ALA, by and through its Board of Directors, Shoreline Committee, and other  
4 designated committees, had an absolute and unfettered right to exercise Architectural and  
5 Landscape control and make decisions without AWAC-Inc., approval;
- 6 32) As a result of ALA lawsuit, ALA and AWAC-Inc., secretly settled the lawsuit and kept the  
7 settlement agreement sealed from all "Lot Owners" in Arrowhead Woods and Both refused  
8 to disclose any details and consequently AWAC-Inc., ceased and desisted from exercising  
9 control over ALA Properties;
- 10 33) Plaintiffs is informed and believes and thereon alleges, Defendant AWAC-Inc., to date has  
11 continued to blackmail ARROWHEAD WOODS Lot Owners, and extorting funds, illegal  
12 fees, and filing malicious lawsuits;

13 **FIRST CAUSE OF ACTION**

14 **(VIOLATION UNDER CALIFORNIA MARKETABLE RECORD TITLE ACT LAW)**

15 **(California Civil Code Sections: 880.350, 885.060(a) and (b));**

- 16 34) Plaintiffs repeats and alleges each and every allegation set forth in paragraphs 1 through 33  
17 inclusive, and incorporates same herein by reference;
- 18 35) Plaintiffs is informed and believes and thereon alleges, Defendants violated the California  
19 Marketable Record Title Act (Act) Law which specifically states: "*In Order To Preserve  
The Power Of Termination, The Owner Of Old Interest Is Required To Record A Notice Of  
Intent To Preserve Their Interest*", (California Civil Code Section 880.350)

20 **CALIFORNIA MARKETABLE RECORD TITLE ACT:**

- 21 36) In 1982, California Legislature passed the Act, which was a comprehensive statutory  
22 scheme "*To simplify and facilitate real property title transactions in furtherance of public  
policy by enabling persons to rely on record title.*" (Civ. Code, §880.020 (b));
- 23 37) The Legislature declared that: "*real property is a basic resource of the people of the state  
24 and should be made freely alienable and marketable.*" (§880.020(a)(1)) "*Interests in real  
25 property and defects in title created at remote times, whether or not of record, often  
26 constitute unreasonable restraints on alienation and marketability of real property because  
the interests are no longer valid or have been abandoned or otherwise become obsolete.*"  
27 (§ 880.020(a)(2));
- 28 38) As part of the statutory scheme, the Legislature abolished fees simple determinable and  
possibilities of Reverter. "*Every estate that would be at common law a fee simple  
determinable is deemed to be a fee simple subject to a restriction in the form of a condition*

1 subsequent. Every interest that would be at common law a possibility of reverter is deemed  
2 to be and is enforceable as a power of termination." (§885.020);

3 39) As a result, a person entitled to take advantage of a breach of condition does not have an  
4 immediate right to the property; instead, *"the grantee's estate does not terminate unless the  
5 power [of termination] is exercised in a timely manner by the person holding the power.  
6 [defining "power of termination]"* (§ 885.010);

6 40) To achieve [the public policy] goals, the Legislature adopted a recordation requirement for  
7 certain types of interests, including powers of termination. (§ 885.010) *"Failure to record  
8 interests within a given period of time results in expiration of the interest. These times for  
9 expiration 'are absolute and apply notwithstanding any disability or lack of knowledge of  
10 any person. . . .' (§ 880.250) "The recordation provisions of the [A]ct provide for a simple  
11 and easy method by which the owner of an existing old interest may preserve it. If he fails  
12 to take the step of filing the notice as provided, he has only himself to blame if his interest is  
13 extinguished." (Severns v. Union Pacific Railroad Co. (2002) 101 Cal.App.4th 1209, 1227);  
14 "An interest may be preserved by the timely recordation of a notice of intent to preserve the  
15 interest and these notices may be given consecutively: Perpetuity of interest is not  
16 prohibited;*

13 41) Any person who claims an interest may record the notice, a form of which is provided in the  
14 statute. "(§§ 880.320, 880.340.) . . . A power of termination expires at the later of:  
15 (1) 30 years after recordation of the instrument evidencing the power,  
16 (2) 30 years after recordation of the last notice of intent to preserve the power.  
17 (§ 885.030.)"  
18 (3) *If the period to record the notice expires before, on, or within five years after the  
19 operative date of the statute, the period is extended until five years after the operative  
20 date. (§ 880.370)"*;

19 42) When a future estate in real property is subject to a power of termination, the power  
20 becomes unenforceable when it expires. Section 885.060 provides:

21 (a) *"Expiration of a power of termination pursuant to this chapter makes the power  
22 unenforceable and is equivalent for all purposes to a termination of the power of  
23 record and a quitclaim of the power to the owner of the fee simple estate, and  
24 execution and recording of a termination and quitclaim is not necessary to terminate  
25 or evidence the termination of the power"*;

26 (b) *"Expiration of a power of termination pursuant to this chapter terminates the  
27 restriction to which the fee simple estate is subject and makes the restriction  
28 unenforceable by any other means, including, but not limited to, injunction and  
damages"*;

27 43) Plaintiff is informed and believes and thereon alleges, The "Grant Deed Restrictions" on  
28 Plaintiff's property located in Tract 53 were drafted in the form of "Conditions, Restrictions,  
and Preservations";



1 44) Plaintiffs is informed and believes and thereon alleges, Under the Act, in order to preserve  
2 the power of termination, BOISE CASCADE, ALA, AWAC-Inc. their Heirs, Successors, or  
3 Assigns and Any/All Lot Owners of Tract 53, were required to record under § 880.340, a  
4 “Notice of Intent to Preserve their Interest”. Pursuant to (§880.350) *a notice of intent must*  
5 *be recorded within 30 years of the date the instrument evidencing the power of termination*  
6 *was recorded or after the date a notice of intent was recorded. (§§ 880.030, 885.030.)*  
7 *However, for interests that had already expired or would expire within five years of the*  
8 *Act's effective date, January 1, 1983, the Act provides a Five (5) Year grace period. (§*  
9 *880.370);*

10 45) Plaintiffs are informed and believes and thereon alleges, Both Documents, “1922-GRANT  
11 DEED” **Exhibit (1)** recorded in San Bernardino County Recorder’s office on August 5,  
12 1922, and “CORPORATION QUITCLAIM DEED”, **Exhibit (5)** recorded in San  
13 Bernardino County Recorder’s office on July 7, 1965, both expired and unenforceable,  
14 because, 30-years recording period lapsed;

15 46) Plaintiffs is informed and believes and thereon alleges, Allowing for the Act’s Five (5)  
16 years grace period, from January 1, 1983, Defendants BOISE CASCADE, ALA, AWAC-  
17 Inc., DIRECTORS, Their Heirs, Successors, Assigns, and any/all Lot Owners were required  
18 to record their “Notice of Intent to Preserve their Interest” in any Restrictions no later than  
19 January 1, 1988, and July 7, 1995, respectively;

20 47) Plaintiffs, upon information and believes thereon alleges that, Defendants ALA, AWAC-  
21 Inc., DIRECTORS, Their Heirs, Successors, Assigns, and any/all Lot Owners failed to  
22 record their “Notice of Intent to Preserve their Interest” in any Restrictions, Prerequisites of  
23 Notice of Intent;

24 48) Plaintiffs is informed and believes and thereon alleges, Defendants ALA, AWAC-Inc.,  
25 DIRECTORS, Their Heirs, Successors, Assigns, and any/all Lot Owners continued  
26 Violating the Act by Enforcing Expired and Unpreserved Interest on Tract 53;

27 49) Plaintiffs is informed and believes and thereon alleges, Defendant ALA “CORPORATION  
28 QUITCLAIM DEED” **Exhibit (7)** offers nothing of Value as all Restrictions Expired,  
Abandoned, and Unenforceable by the Failure of Defendants ALA, AWAC-Inc.,  
DIRECTORS, Their Heirs, Successors, Assigns, and any/all Lot Owners, to Preserve their  
Interest in accordance with California Marketable Record Title Act;

50) Plaintiffs, upon information and believes thereon alleges, Defendants ALA, AWAC-Inc.,  
DIRECTORS, Their Heirs, Successors, Assigns, and any/all Lot Owners, knowingly and

1 deceitfully in Violation of "CALIFORNIA MARKETABLE RECORD TITLE ACT" and  
2 seriously affected all Arrowhead Woods Lot Owners and causing them huge financial losses  
3 by Slandering of Titles, Clouding their Titles, and rendering their Titles unmarketable,  
4 under "§ 880.360. Slandering title";

5 51) Plaintiffs upon information and believes thereon alleges, Defendants ALA, AWAC-Inc.,  
6 DIRECTORS, and any/all Lot Owners claiming any interest are liable for damages for  
7 failing to clear all Titles of all Expired Interest pursuant to:

8 § 885.040. (*Obsolete; powers; expiration; grants to public entities, etc.*) This state:

9 (a) *If a power of termination becomes obsolete, the power expires.*

10 (b) *As used in this section, a power of termination is obsolete if any of the following  
11 circumstances applies:*

12 (1) *The restriction to which the fee simple estate is subject is of no actual and  
13 substantial benefit to the holder of the power.*

14 (2) *Enforcement of the power would not effectuate the purpose of the restriction to  
15 which the fee simple estate is subject.*

16 (3) *It would be otherwise inequitable to enforce the power because of changed  
17 conditions or circumstances.*

18 **SECOND CAUSE OF ACTION:**

19 **(FRAUD)**

20 52) Plaintiffs repeats and alleges each and every allegation set forth in paragraphs 1 through 51  
21 inclusive, and incorporates same herein by reference;

22 53) Plaintiffs upon information and believes thereon alleges, Defendants ALA and AWAC-Inc.,  
23 DIRECTORS falsely and fraudulently represented to Plaintiffs that AWAC-Inc., was the  
24 Successor to Robert Lester, ALA, Title Insurance and Trust Company, Arrowhead Mutual  
25 Service Company, and Boise Cascade;

26 54) Plaintiffs upon information and believes thereon alleges, the representations made by  
27 Defendants ALA, AWAC-Inc., and DIRECTORS, were false and AWAC-Inc., is not the  
28 successor to ALA, Robert Lester, Title Insurance and Trust Company, Arrowhead Mutual  
Service Company, and Boise Cascade;

55) Plaintiffs are informed and believes and thereon allege, when Defendants ALA, AWAC-  
Inc., and DIRECTORS, made those representations they were aware of their falsity and  
intended, by those representations, to defraud and deceive Plaintiffs with the intent to extort  
monies from Plaintiffs;

1 56) Plaintiffs is informed and believes and thereon alleges, ALA, DIRECTORS, and All Lot  
2 Owners, knowingly and conceded the true identity of AWAC-Inc., according to California  
3 Secretary of State Records: ARTICLES OF INCORPORATION (August 8, 1988),

4 Article II States:

5 "This corporation organized under the Nonprofit Mutual Benefit Corporation. The purpose  
6 of this corporation is to engage in any lawful act or activity for which a corporation may be  
7 organized under such law".

8 Article IV States:

9 "Notwithstanding any of the above statements of purposes and powers, this corporation  
10 shall not, except to an insubstantial degree, engage in any activities or exercise any powers  
11 that are not in furtherance of the specific purposes of this Corporation";

12 57) Plaintiffs is informed and believes and thereon alleges, Ms. Judy Ashton as President of  
13 AWAC-Inc., and Ms. Lois Mayo as Secretary of AWAC-Inc., which on March 19, 1990,  
14 Both as Officers of AWAC-Inc., Amended the "ARTICLES OF INCORPORATION", to  
15 the following:

16 "JUDY ASHTON and LOIS MAYO certify that:

17 1. They are the president and secretary, respectively of Arrowhead Woods Architectural  
18 Committee, Inc., a California corporation.

19 2. Article II of the Articles of Incorporation of this corporation is amended to read as  
20 follows: "Article II

21 A. This corporation is a nonprofit public benefit corporation and is not organized for the  
22 private gain of any person. It is organized under the Non-Profit Public Benefit Corporation  
23 Law for public purposes.

24 B. The specific purpose of this corporation is to enforce the covenants, conditions and  
25 restrictions in that area of San

26 Bernardino County, more commonly referred to as "Arrowhead  
27 Woods"

28 3. Article III of the Articles of Incorporation of this corporation is amended to read as  
29 follows: "Article III This Corporation is

30 Organized and operated exclusively for public purposes within the meaning of Section  
31 501(c)(4) of the internal Revenue Code."

32 4. Article IV of the Articles of Incorporation of this corporation is amended to read as  
33 follows: "Article IV

34 The property of this corporation is irrevocably dedicated to social welfare purposes and no  
35 part of the **net income or assets** of this corporation shall ever inure to the benefit of any  
36 director, officer or member thereof or to the benefit of any private person. Upon the  
37 dissolution or winding up of the corporation, its assets remaining after payment, or  
38 provision for payment, of all debts and liabilities of this corporation shall be distributed to a  
39 non-profit fund, foundation or corporation which is organized and operated exclusively for  
40 social welfare purposes and which has established its tax exempt status under Section  
41 SOI(c) (4) of the Internal Revenue Code.

42 5. The corporation has no members and the foregoing Amendment of Articles of  
43 Incorporation has been duly approved by the Board of Directors.

1 *We further declare under penalty of perjury under the laws of the State of California that*  
2 *the matters set forth in this Certificate are true and correct of our own knowledge”.*

3 A true and correct copy “1988-ARTICLES OF INCORPORATION” attached hereto as

4 **Exhibit (8) and** A true and correct copy “1990-AMENDED-ARTICLES OF  
5 INCORPORATION” attached hereto as **Exhibit (9);**

6 58) Plaintiffs upon information and believes thereon alleges, Defendant AWAC-Inc., and  
7 DIRECTORS, deceitfully misrepresented to the Public their fraudulent intention by  
8 concealing their true Social Welfare purposes and continued operating as “California  
9 Nonprofit Mutual Benefit Corporation” in violation of California Laws and “1990 Amended  
10 Articles of Incorporation”, A true and correct copy “BYLAWS OF ARROWHEAD  
11 WOODS ARCHITECTURAL COMMITTEE, INC.” attached hereto as **Exhibit (10);**

12 59) Plaintiffs upon information and believes thereon alleges, as a result of Defendants ALA and  
13 AWAC-Inc., and DIRECTORS, fraud and deceit and the facts hereto alleged, Plaintiffs was  
14 damaged in the sum to be determined by the Court;

15 60) Plaintiffs upon information and believes thereon alleges, in doing the acts hereto alleged,  
16 Defendants ALA and AWAC-Inc., and DIRECTORS, acted with oppression, fraud, and  
17 malice, and Plaintiffs is entitled to punitive damages to be determined by the Court;

18 **THIRD CAUSE OF ACTION:**

19 **(CONSPIRACY TO COMMIT FRAUD)**

20 61) Plaintiffs repeats and alleges each and every allegation set forth in paragraphs 1 through 60  
21 inclusive, and incorporates same herein by reference;

22 62) Plaintiffs upon information and believes thereon alleges, Defendants ALA and AWAC-Inc.,  
23 DIRECTORS, and all known and unknown Defendants and each of them knowingly and  
24 willfully conspired and agreed among themselves to conceal their relationship;

25 63) Plaintiffs upon information and believes and thereon alleges, Defendants ALA and AWAC-  
26 Inc., DIRECTORS, and each of them did the acts and things hereto alleged pursuant to, and  
27 in furtherance of the conspiracy;

28 64) Plaintiffs upon information and believes and thereon alleges, Defendants ALA and  
AWAC-Inc., DIRECTORS, furthered the conspiracy by collaboration with each other,  
whom they knew AWAC-Inc., and DIRECTORS have no authority to enforce Expired Deed  
Restrictions and keep silent and allowing AWAC-Inc., DIRECTORS, collecting unlawful  
fees;

1 65) Plaintiffs upon information and believes and thereon alleges, Defendants by conspiring and  
2 aiding and abetting and encouraging AWAC-Inc., Defendants ratified and adopted the acts  
3 of AWAC-Inc.;

4 66) Plaintiffs is informed and believes and thereon alleges, as a result of ALA lawsuit, ALA  
5 and AWAC-Inc secretly settled the lawsuit and kept the settlement agreement concealed  
6 from all Lot Owners in Arrowhead Woods and Both refused to disclose any details and  
7 consequently AWAC-Inc., ceased and desisted from exercising control over ALA  
8 Properties;

9 67) Plaintiffs is informed and believes and thereon alleges, to date AWAC-Inc., has continued to  
10 collect from ARROWHEAD WOODS Lot Owners, and extorting funds, illegal fees, and  
11 filing malicious lawsuits;

12 68) Plaintiffs is informed and believes and thereon alleges, The Defendant ARROW HEAD  
13 WOODS ARTHICTUAL COMMITTEE INC. also known AWAC-Inc., has a secret  
14 relationship with ALA;

15 69) Plaintiffs is informed and believes and thereon alleges, ALA failed to stop AWAC-Inc.,  
16 from collecting illegal fees and by remaining silent with full knowledge of AWAC-Inc.,  
17 violations, ALA conspired and aided and abetted AWAC-Inc., in their fraudulent fee  
18 collection and unjust enrichment;

19 70) Plaintiffs is informed and believes and thereon alleges, AWAC-Inc., continued to operate  
20 for the purposes of controlling each of the respective Lots established by the Developer  
21 bearing the name Tract 53 located in San Bernardino County, State of California;

22 71) Plaintiffs is informed and believes and thereon alleges, Defendants failed to present any  
23 evidence in support of their authority on behalf any Lot Owners located in Tract 53;

24 72) **In support of Plaintiffs allegations, the fowling facts are the proof;**

25 (a) On or about January 12, 2009, AWAC-Inc filed a civil complaint against "MILL POND  
26 PARTNERS, L.P., ET AL.", in San Bernardino Superior Court under Case Number:  
27 CIVDS-900262; "AWAC-Inc., contended that it is the successor of the Grantees of  
28 certain Grant Deeds in 1944, 1965 and 1990, and that pursuant to those Deeds, retains  
ownership of all of the trees on the property, which was subsequently acquired by the  
(defendant MILL POND) for development and sale. AWAC-Inc also asserted that under  
these same Deeds, it retains the right to require its approval for any structures built on  
the property by the subsequent purchasers; AWAC-Inc alleged that MILL POND cut  
down more than one hundred trees on the property resulting in more than million  
dollars' worth of damages. AWAC-Inc pursued declaratory relief and injunctive relief to

1 prevent MILL POND from cutting down more trees or erecting any structures on the  
2 property without AWAC-Inc approval. AWAC-Inc recorded a Lis Pendens against the  
3 property, and AWAC-Inc subsequently recorded an amended Lis Pendens on May 13,  
2009.”

4 (b) On or about August 18, 2009, the Court ruled on Mill Pond’s motion and ordered  
5 AWAC-Inc., to file an undertaking in the amount of Ten (\$10) Million Dollars as a  
6 condition for maintaining its Lis Pendens against the property, The COURT Ruled:  
7 “MILL POND PARTNERS L.P'S MOTION FOR AN ORDER REQUIRING THE  
8 POSTING OF UNDERTAKING IS GRANTED. PLAINTIFF IS TO FILE AN  
9 UNDERTAKING IN THE AMOUNT OF 10 MILLION DOLLARS WITHIN 45 DAYS”;

10 (c) On October 1, 2009, the court records indicate that the case was dismissed With-  
11 Prejudice; without any explanation or disclosed settlement agreement;

12 (d) Plaintiffs researched San Bernardino County Recorder’s Archived Recorded Documents  
13 and discovered a document number: 2009-0432478 titled “QUITCLAIM DEED”  
14 recorded on September 30, 2009, the recorded document described in details:

15 “AWAC does hereby REMISE, RELEASE, AND FOREEVER QUITCLAIM to MILL  
16 POND any and all interest claimed by AWAC in the Mill Pond Property Pursuant to the  
17 Deeds/documents described in Exhibit “B” attached and incorporated herein; Exhibit B  
18 details all the Recorded Documents specifically item number 3 which is the same  
19 Corporation Quitclaim Deed recorded in July 7, 1965”;

20 A true and correct copy of AWAC-Inc “QUITCLAIM DEED” to “MILL POND” attached  
21 hereto as **Exhibit (11)**;

22 73) Plaintiffs is informed and believes and thereon alleges, based on the above discovered  
23 information in “MILL POND” lawsuit that ALA and AWAC-Inc., DIRECTORS, and all  
24 other Defendants Knowingly and deceitfully conspired together to conceal material facts  
25 from Plaintiffs about the expired interest and nonexistence of authority of ALA and AWAC-  
26 Inc., DIRECTORS, to exercise control over any Lots within Tract 53;

27 74) Plaintiffs is informed and believes and thereon alleges, based on the above evidence, it’s  
28 unconceivable that AWAC-Inc., and DIRECTORS, would file the Quitclaim Deed  
described above if in fact it had the Authority to Enforce any Restrictions on any Tracts  
located in Arrowhead Woods Area;

75) Plaintiffs is informed and believes and thereon alleges, based on the above evidence, and  
most recent recording on October 10, 2017, it’s unconceivable that AWAC-Inc., and  
DIRECTORS, would record “Quitclaim Deed” to remise and release on any and all of its  
Interest in Real Property in certain Lots in Tract 53, Specifically Plaintiff’s Subject

1 Property, if in fact it had the Authority to Enforce any Deed Restrictions interest on any  
2 Tracts located in Arrowhead Woods Area, A true and correct copy of AWAC-Inc.,  
3 “Quitclaim Deed” attached hereto as **Exhibit (12)**;

4 76) Plaintiffs upon information and believes and thereon alleges, as a proximate result of the  
5 wrongful acts hereto alleged Plaintiffs has been generally damaged by Defendants in the  
6 sum to be determined by the Court;

7 77) Plaintiffs upon information and believes and thereon alleges, in doing the acts hereto  
8 alleged, Defendants ALA and AWAC-Inc., DIRECTORS, acted with oppression, fraud, and  
9 malice, and Plaintiffs is entitled to punitive damages to be determined by the Court;

10 78) Plaintiffs upon information and believes and thereon alleges, Defendants ALA and AWAC-  
11 Inc., DIRECTORS, did all things hereto alleged maliciously and to oppress Plaintiffs;  
12 therefore Plaintiffs is entitled to exemplary and/or punitive damages in the sum to be  
13 determined by the Court;

14 79) Plaintiffs respectfully requests that the Court award Plaintiffs damages, exemplary and/or  
15 punitive damages, special damages, fees and costs, and such other and further relief as the  
16 Court deems just and appropriate;

17 **FOURTH CAUSE OF ACTION:**

18 **(SLANDER OF TITLE)**

19 80) Plaintiffs repeats and alleges each and every allegation set forth in paragraphs 1 through 79  
20 inclusive, and incorporates same herein by reference;

21 81) Plaintiffs upon information and believes and thereon alleges, Defendants, ALA and  
22 AWAC-Inc., DIRECTORS, who conspired to enforce expired interest and purports to  
23 enforce same against Plaintiffs, have Slandered Title to Plaintiffs property and in violation  
24 of California Marketable Title Record Title Act and Statutory Laws by illegally enforcing  
25 expired Interest against Plaintiff’s Subject Property;

26 82) Plaintiffs upon information and believes and thereon alleges, The “GRANT DEED  
27 RESTRICTIONS” expired by Statute and Unenforceable and Unreasonable on their face in  
28 that they attempt to transform the set of restrictive covenants set forth in the Original Grant  
Deed into a new set of affirmative covenants which include an obligation to pay fees and  
assessments according to a so-called “Fee Schedule” as described on AWAC-Inc., Website

1 WWW.AWAC.BIZ, A true and correct copy of AWAC-Inc., "FEE SCHEDULE" attached  
2 hereto as **Exhibit (13)**;

3 83) Plaintiffs upon information and believes and thereon alleges, The expired and  
4 unenforceable Interest implication to be covenants which run with the land which will bind  
5 any and all successors in Title to Plaintiffs Property, and hence create a cloud on Title to the  
6 Subject Property whereby Plaintiffs and Successors are, and/or will be, burdened with the  
7 affirmative obligation to be, and pay fees to Defendants AWAC-Inc., and DIRECTORS;

8 84) Plaintiffs upon information and believes and thereon alleges, AWAC-Inc., DIRECTORS,  
9 unlawful fees assessment remains unclear in that the expired unenforceable "GRANT  
10 DEED RESTRICTIONS" discloses that there are no fees/assessments;

11 85) Plaintiffs upon information and believes and thereon alleges, all costs for maintenance,  
12 repairs, cleaning, and snow removal on roadways within Tract 53, are paid by individual Lot  
13 Owners and not paid by ALA and AWAC-Inc., DIRECTORS;

14 86) Plaintiffs upon information and believes and thereon alleges, there was not and will never  
15 be any "HOME OWNERS ASSOCIATION" for Tract 53, and no Lands designated as  
16 Common Interest Area within Tract 53, or as being owned or maintained by Defendants and  
17 no such Common Property are described in the Original Grant Deed;

18 87) Plaintiffs upon information and believes and thereon alleges, there is no legal document  
19 that reveals any common expenses as a basis for the levying of fees/assessments by ALA,  
20 AWAC-Inc., and DIRECTORS;

21 88) Plaintiffs upon information and believes and thereon alleges, it is irrelevant to Plaintiffs  
22 whether Defendants ALA, AWAC-Inc., and DIRECTORS, might have chosen, or choose,  
23 to own real or personal property and assume ownership or maintenance duties with respect  
24 to same;

25 89) Plaintiffs have no contractual or other legal or equitable affiliation with Defendants ALA,  
26 AWAC-Inc., and DIRECTORS, and never agreed to undertake any obligation to, or take on  
27 any affirmative action with respect to Defendants;

28 90) Plaintiffs upon information and believes and thereon alleges, Defendants ALA, AWAC-  
Inc., and DIRECTORS, conspired with others and created fraudulent Website known as  
"WWW.AWAC.BUZ", published on the Internet and Public Records is untrue and False  
advertising and disparaging to Plaintiff's Subject Property;



1 91) Plaintiffs upon information and believes and thereon alleges, Defendants ALA, AWAC-  
2 Inc., and DIRECTORS, disparagement of Plaintiffs Title to the Subject Property was  
3 without justification;

4 92) Plaintiffs upon information and believes and thereon alleges, Defendants ALA and AWAC-  
5 Inc., DIRECTORS, caused potential buyers of the Subject Property to conclude that  
6 ownership of subject property will obligate byers to pay fees to Defendants ALA, AWAC-  
7 Inc., and DIRECTORS;

8 93) Plaintiffs upon information and believes and thereon alleges, as a result of Defendants  
9 ALA, AWAC-Inc., and DIRECTORS, publication of such falsehoods on the Internet and  
10 Public Records, Plaintiffs has incurred actual and special damages in the form of  
11 Impairment of Marketability of Title to the Subject Property and expenses relating to curing  
12 same including, without limitation, fees and related costs;

13 **FIFTH CAUSE OF ACTION:**

14 **(QUIET TITLE)**

15 94) Plaintiffs repeats and alleges each and every allegation set forth in paragraphs 1 through 93  
16 inclusive, and incorporates same herein by reference;

17 95) Plaintiff Hermine Murra is the sole owner in fee simple of the real property herein above  
18 described;

19 96) Plaintiff Husam Samarah has a vested real interest in the Subject Property in the form of  
20 Third Deed Of Trust;

21 97) Plaintiff's ownership is a Grant Deed granting Title to Plaintiffs in fee simple that was  
22 recorded in the official records of the County of San Bernardino on November 29, 2012;

23 98) Plaintiffs is informed and believes and thereon asserts that Plaintiff's Property is Zoned  
24 Commercial and currently leased and conducting business as a Hotel;

25 99) Plaintiffs upon information and believes and thereon alleges, if any Defendants ALA,  
26 AWAC-Inc., and DIRECTORS, where to inforce any of the fifteen (15) provisions in the  
27 original Deed Restrictions stated above would cause Plaintiffs a huge loss and it could cause  
28 a Reverter (Illegal Foreclosure) of Plaintiff's property to Defendants ALA and AWAC-Inc.,  
DIRECTORS; (See Item Fifteen in **Exhibit (1)**)

100) Plaintiffs upon information and believes and thereon alleges, because each of Defendants  
ALA, AWAC-Inc., and DIRECTORS, claim an illegal interest in the above-described real

1 property adverse to Plaintiffs in that Defendants, ALA, AWAC-Inc., and DIRECTORS, and  
2 each of them, claim an illegal interest in that real property by operation of the Expired and  
3 Unenforceable "Deed Restrictions" Recorded in said County;

4 101) Plaintiffs entitled to Quiet Title against all claims of Defendants, ALA, AWAC-Inc., and  
5 DIRECTORS, and each of them, the claims of Defendants, ALA, AWAC-Inc., and  
6 DIRECTORS, and each of them, are without merit and Defendants ALA, AWAC-Inc., and  
7 DIRECTORS, have no right, Title, or interest whatsoever in the above-described real  
8 property or any part thereof;

9 102) Plaintiffs entitled to Quiet Title in the aforementioned real property, confirming that Title  
10 is vested solely in its name, free and clear of any claimed interest by Defendants, ALA,  
11 AWAC-Inc., and DIRECTORS, and each of them, and seeking Quiet Title;

12 103) Plaintiffs entitled to Quiet Title in the aforementioned real property and expungement and  
13 Termination of all Deed Restrictions contained in all of the following Recorded Documents:

14 a) Document recorded on **August 09, 1922 in Book 764 of Deeds, Page 17**, Grant Deed  
15 From Robert G. Lester to TITLE INSURANCE AND TRUST COMPANY;

16 b) Document recorded on **August 09, 1922 in Book 758 of Deeds, Page 308**. Grant of  
17 Easement to Arrowhead Mutual Service Company from Robert G. Lester for  
18 maintenance and care of the trees, roots, branches, etc., growing on property herein;

19 c) Document recorded on **September 08, 1922 as Book 764, Page 220** Official Records,  
20 Grant Deed From Robert Lester to TITLE INSURANCE AND TRUST COMPANY, A  
21 California Corporation, declaring modifications thereof to permit other condition;

22 d) Document recorded on **January 27, 1926 as Book 47, Page 462** of Official Records,  
23 Corporate Grant Deed from TITLE INSURANCE AND TRUST COMPANY, A  
24 California Corporation to J. O. Knapp, subject to Exclusions and Covenants, conditions,  
25 restrictions and easements Declaring modifications thereof recorded;

26 e) Document recorded on **July 7, 1965 in Book 6425, Page 729**, Corporate Quitclaim Deed  
27 From Arrowhead Mutual Service Company to Lot Owner with preservation and rights  
28 and care of the trees, roots, branches, etc.,

f) Document recorded on **August 31, 1990, Number 90-349482**, Titled Corporation  
Quitclaim Deed executed by ALA.

g) Document recorded on **January 21, 1992 Number 92-022583**, Titled Assignment and  
Quitclaim Deed was executed by Boise Cascade on March 10, 1989, and two (2) years  
later recorded and became effective on January 21, 1992;

1 104) As a result of such false claims, Plaintiffs has incurred actual damages in the form of  
2 Impairment of Marketability of Title to the Subject Property and expenses relating to curing  
3 same including, without limitation, fees and related costs;

4 105) **PLAINTIFFS PRAYS FOR THE FOLLOWING REMEDIES:**

5 **(PERMANENT INJUNCTION)**

- 6 (a) Plaintiffs repeats and alleges each and every allegation set forth in paragraphs 1 through  
7 104 inclusive, and incorporates same herein by reference;
- 8 (b) This is an action for permanent injunction against Defendants within the jurisdiction of  
9 this Court;
- 10 (c) Plaintiffs subjected to such unlawful obligations bear the threat that if Plaintiffs does not  
11 comply with Defendants ALA, AWAC-Inc., and DIRECTORS, extortion to pay  
12 fees/assessments, will be charged with so-called damages, interest, late charges, and  
13 attorney fees, and, if unpaid, may be reduced to a judgment and judgment lien against  
14 Plaintiffs and the Subject Property;
- 15 (d) Plaintiffs subjected to the most dreadful action of all, as described in provision  
16 FIFTEEN (15) in the Original Deed could Revert Plaintiff's property to Defendants,  
17 ALA, AWAC-Inc., and DIRECTORS, and for an illegal foreclosure;
- 18 (e) Plaintiffs upon information and believes and thereon alleges, Defendants ALA, AWAC-  
19 Inc., and DIRECTORS, have impaired Title to the Subject Property by enforcing and  
20 imposing Expired Deed Restrictions which do not include provisions mandating  
21 mandatory payment of fees/assessments against any and all successors in Title to the  
22 Subject Property;
- 23 (f) Plaintiffs are informed and believes and thereon alleges, ALA, AWAC-Inc., and  
24 DIRECTORS, imposed fees illegally;
- 25 (g) Plaintiffs are informed and believes and thereon alleges, Defendants ALA, AWAC-Inc.,  
26 and DIRECTORS, have altered the original scheme of development in which Developer  
27 recorded a plan setting forth no common areas or, the Developer did not contemplate  
28 common expenses to justify levying of assessments by ALA, AWAC-Inc., and  
DIRECTORS;
- (h) Plaintiffs are informed and believes and thereon alleges, Defendants ALA, AWAC-Inc.,  
and DIRECTORS, have significantly restricted and burdened ownership of the Subject

1 Property by the unilateral imposition of mandatory fees, assessments, restrictions due  
2 and payable to AWAC-Inc., and the unilateral imposition of mandatory fees,  
3 assessments, restrictions to Plaintiffs successors in Title to the Subject Property;

- 4 (i) Plaintiffs are informed and believes and thereon alleges, Defendants ALA and AWAC-  
5 Inc., DIRECTORS, have thus impaired Plaintiffs vested ownership rights;  
6 (j) Plaintiffs has no adequate remedy at law in that only an order of the Court Quashing all  
7 Restrictions, Conditions, Reservations, and setting aside mandatory, fees, assessments,  
8 and restrictions can protect Plaintiffs vested ownership rights;

9 **WHEREFORE Plaintiffs requests entry of a Permanent Injunction as follows:**

- 10 (a) An order quashing and setting aside, in its entirety, the "GRANT DEED  
11 RESTRICTIONS" pertaining to Tract 53 and barring the refileing of same;  
12 (b) An order permanently enjoining AWAC-Inc.; from collecting or demanding payment  
13 of mandatory fees/assessments from Plaintiffs or any other owners in Tract 53;  
14 (c) An order quashing and setting aside mandatory fee schedule payable to AWAC-Inc., by  
15 any of Plaintiffs successors and/or assigns;  
16 (d) An order requiring an accounting, disgorgement and return of all payments received by  
17 AWAC-Inc from Lot Owners within Tract 53;

18 Plaintiffs further requests that the Court award Plaintiffs its reasonable fees and costs in bringing  
19 this action and award such other and further relief as the Court deems Just and appropriate.

20 **(DECLARATORY RELIEF)**

- 21 (1) Plaintiffs repeats and alleges each and every allegation set forth in paragraphs 1  
22 through 105 inclusive, and incorporates same herein by reference;  
23 (2) This is an action for declaratory relief against all Defendants ALA, AWAC-Inc., and  
24 DIRECTORS, pursuant to California Statutes, within the jurisdiction of this Court;  
25 (3) The facts alleged hereto show the existence of a real and substantial controversy  
26 between the Plaintiffs and Defendants as a result of which Plaintiffs is in doubt as to  
27 its rights;  
28 (4) The Plaintiffs asserts as follows :  
(a) Plaintiffs originally purchased the Subject Property in 2012, the scheme of the  
development known as Tract 53 did not contain any common areas;

- 1 (b) Plaintiffs originally purchased the Subject Property in 2012, the development  
2 known as Tract 53 did not have "HOME OWNERS ASSOCIATION";
- 3 (c) The Original Grant Deed, recorded at the time Plaintiffs acquired title to the  
4 Subject Property, did not call for the payment of mandatory fees;
- 5 (d) The Original Grant Deed, recorded at the time Plaintiffs acquired title to the  
6 Subject Property, did not have mandatory membership of any owners in Tract 53;
- 7 (e) The Original Grant Deed contained only Restrictive Covenants circumscribing  
8 uses of one's lot in Tract 53 which in fact expired;
- 9 (f) The Original Grant Deed could not be amended by the owners of a majority of the  
10 lots within Tract 53;
- 11 (g) Defendants ALA, AWAC-Inc., and DIRECTORS, have illegally and fraudulently  
12 created an impermissible cloud on Plaintiffs Title to the Subject Property;
- 13 (h) Defendants ALA, AWAC-Inc., and DIRECTORS, may not charge mandatory  
14 assessments/fees against Plaintiffs in Arrowhead Woods Tract 53 without  
15 Plaintiffs' consent to payment of such assessments;
- 16 (i) Defendants ALA, AWAC-Inc., and DIRECTORS, may not require mandatory  
17 membership in AWAC-Inc., from successors and assigns of Plaintiffs or any other  
18 Lot owners in Tract 53;
- 19 (j) Defendant AWAC-Inc., and DIRECTORS, in violation of charitable organization  
20 which has no inherent power over anyone who is not a member;
- 21 (k) Any decision of Defendants ALA, AWAC-Inc., and DIRECTORS, to acquire Title  
22 to Real or Personal Property, or undertake maintenance of same, can have no effect  
23 on non-members;
- 24 (l) Defendants ALA, AWAC-Inc., and DIRECTORS, has improperly and illegally  
25 demanded payment of fees/assessments by non-members, including Plaintiffs;
- 26 (m) A successor to any Lot Owners within Tract 53, can never be mandatorily required  
27 to join Defendants ALA, AWAC-Inc., and DIRECTORS, as a "Member" against  
28 current owner's will;
- (n) Not A single Lot Owners of Tract 53, comply with any of the fifteen (15)  
Conditions, Restrictions, and Reservation listed in the 1922 Grant Deed;

1 (o) Defendants ALA, AWAC-Inc., and DIRECTORS, has wrongly impaired the rights  
2 and vested rights of Lots Owners within Tract 53, including the rights of Plaintiffs.

3 (5) Due to the nature of the above described dispute, unless Plaintiffs can obtain  
4 confirmation of its rights to the Subject Property, it will lose vested rights in  
5 perpetuity;

6 (6) Plaintiffs have justifiable questions as to the validity and legitimacy of the Defendants  
7 ALA, AWAC-Inc., and DIRECTORS, powers and Authority;

8 (7) There is a bona fide, actual, and present need for the rendering of a Declaratory  
9 Judgment by this Court and if a Declaratory Judgment is not granted, the rights of the  
10 Plaintiffs and all Lot Owners within Tract 53 will be irreparably harmed.

11 WHEREFORE Plaintiffs requests the rendering of a Declaratory Relief by the Court awarding  
12 injunctive and supplemental relief as follows:

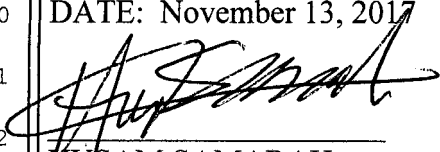
- 13 (a) An order finding that enforcing expired "GRANT DEED RESTRICTIONS"  
14 impermissibly alters the scheme of the development and impermissibly impairs vested  
15 rights and therefore Grants an Order to Quash and Sets Aside, in its entirety, the expired  
16 unenforceable "GRANT DEED RESTRICTIONS" and bars the refile of same to the  
17 extent that any provision thereto requires mandatory payment of assessments to, or  
18 mandatory membership in, Defendants ALA, AWAC-Inc., and DIRECTORS. (or any  
19 other entity) by Lots Owners within Tract 53 and their successors or assigns;
- 20 (b) an order permanently enjoining Defendants ALA, AWAC-Inc., and DIRECTORS, from  
21 collecting or demanding payment of mandatory fees and assessments from Plaintiffs or  
22 any Lot Owners within Tract 53;
- 23 (c) an order Quashing And Setting Aside mandatory fee schedule payable to AWAC-Inc.,  
24 by any of Plaintiffs successors and assigns and any successor and;
- 25 (d) An order requiring an accounting, disgorgement and return of all payments received by  
26 Defendants ALA, AWAC-Inc., and DIRECTORS, from lot owners within Tract 53;
- 27 (e) An order for Defendants ALA, AWAC-Inc., and DIRECTORS, to Cease and Desist  
28 from representing themselves as having authority to assess, collect and enforce said  
assessment and collection of fees;

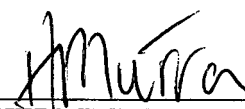
1 (f) An order for Defendant ALA, AWAC-Inc., and DIRECTORS, to accept full  
2 responsibility for all damages caused by their silence, conspiracy with AWAC-Inc., and  
3 or their aiding and abetting AWAC-Inc., in pretentiousness as ALA-AWAC;

4 (g) Plaintiffs further requests that the Court award Plaintiffs its reasonable fees and costs in  
5 bringing this action and award such other and further relief as the Court deems just and  
6 appropriate;

7 THEREFORE, Plaintiffs respectfully requests that the Court award Plaintiffs damages,  
8 exemplary and/or punitive damages, special damages, attorney fees and costs, and such other and  
9 further relief as the Court deems just and appropriate.

10 DATE: November 13, 2017

11   
12 \_\_\_\_\_  
13 HUSAM SAMARAH  
14 Plaintiff Acting Pro Per

11   
12 \_\_\_\_\_  
13 HERMINE MURRA  
14 Plaintiff Acting Pro Per


1 VERIFICATION

2 I, SAM SAMARAH, and I, Hermine Murra, the Plaintiffs acting Pro Per in the above-  
3 entitled action. We have read the foregoing Complaint and know the matters stated in the  
4 foregoing documents are true of our own knowledge, except as to those matters which are stated  
5 on information and believes, and as to those matters, we believes them to be true.  
6

7 We declare under penalty of perjury that the foregoing is true and correct and that this  
8 Declaration was executed at San Bernardino, California on November 13, 2017.  
9

10  
11 Date: November 13, 2017

12   
13 HUSAM SAMARAH  
14 Declarant

15   
16 Hermine Murra  
17 Declarant  
18  
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21  
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23  
24  
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28



# **EXHIBIT (1)**

No. 46. "Endorsed": Recorded at Request of Grantee, Aug. 9, 1922, at 45 Min.  
past 9 A.M., in Book 764 of Deeds, page 16. Records San Bernardino Co. Frank W.  
Butter, County Recorder. By Fulton G. Ferand, Deputy Recorder. Fee \$1.10.

Compared  
G. Rowsey A. Coucher.

o o o o o

Actual consideration for this Deed is less than \$100.00. No Revenue Stamps required.

GRANT DEED

ROBERT G. LESTER, a single man, a resident of Los Angeles, in the State of California hereinafter referred to as the "Grantor", in consideration of TEN DOLLARS, receipt of which is hereby acknowledged, does hereby

GRANT, subject to all existing taxes, encumbrances, and assessments, and the conditions, restrictions and reservations herein set forth, and to such rights-of-way as are now of record, to Title Insurance and Trust Company, a corporation organized and existing under the laws of the State of California, and having its principal place of business in the City of Los Angeles, all that real property situate in the County of San Bernardino, State of California, described as follows:

Lot A, and Lots 1 to 95, both inclusive, of Tract Number 53, as per map thereof recorded in Book 22, Pages 7 and 8 of Maps, Records of said County, and

Lot A, and Lots 1 to 117, both inclusive, of Tract Number 58, as per map thereof recorded in Book 22, Pages 11 and 12 of Maps, Records of said County;

Excepting, and particularly reserving and withholding from the grant and conveyance by this instrument made and effected, the following:

(a) An easement and right-of-way on and over the "approach" of each lot and the land within ten feet of each line of each lot for the construction, erection and maintenance of poles, wires and conduits for telephone and telegraph service, and/or for the transmission of electric energy for lighting, and/or power purposes, together with any and all equipment necessary or appurtenant thereto; and/or for the construction, maintenance and operation of public and/or private sewers, storm drains, water drains, land drains and pipes; and for mains, pipes and conduits for the transmission and delivery of water for domestic, irrigation and other uses, together with all equipment necessary or appurtenant thereto; and/or for any method or means not herein described, but which is in accordance with customary commercial, or public practice, for the conducting and/or performing of any utility or function now or hereafter above or beneath the surface of the ground which duplicates, in service and purpose, any public utility or function operating in the State of California.

(b) An easement and right-of-way for the construction, alteration, operation and/or maintenance of tunnels, conduits, and/or pipes, for the transmission, storage or use of water for power or irrigation purposes irrespective of whether such water, use or purpose shall be appurtenant to the premises or not.

(c) An easement and right-of-way for road and travel purposes, over a strip of land along the line of each lot, a part of said premises, which line is indicated on the record map of said tract as the "front line" of each such lot. If more than one line or side of any such lot is indicated "front line", the said easement herein described shall apply equally to each such front line of any such lot, and any deed may define the width of such strip, but no such definition or limitation shall affect or change a definition or limitation previously so made in a recorded deed. This strip of land is hereby defined as the "approach" of said lot, and shall be considered as described whenever the approach of said lot is referred to or mentioned in any document.

(d) All the water and water rights in, under or flowing over said premises, or appurtenant thereto, or to any part thereof, including the right to develop water thereon, transport, and/or export water therefrom.

(e) The right to erect, maintain, and/or move from place to place on any of said lots any structure or structures, building or buildings, office or offices, sign or signs, that may be useful, necessary or desired by the grantor, and/or his agents, or assigns, in connection with the offering for sale, development, improvement, marketing, maintenance or care of any of such lots: PROVIDED, however, that such right shall lapse and terminate as to any lot marketed or sold by Title Insurance and Trust Company, coincidentally with the transfer of the legal title to the lot so marketed or sold.

(f) An easement and right-of-way for the construction, alteration, maintenance and repair of sewer pipes not over six inches in diameter, and used, or to be used, as laterals for conducting sewage from buildings to main sewers, or lateral sewers, located in roadways or or rights-of-way hereinbefore reserved.

(g) All the trees, and all the roots, branches and parts thereof, growing on or that may hereafter grow, stand or be upon any part of said Lot A, and Lots 1 to 95, both inclusive, and Lot A, and Lots 1 to 117, both inclusive, together with each and every right-of-way, easement and servitude which is necessary for the maintenance, care, growth, removal and development of each and every such tree, whether the same be standing or fallen, alive or dead; together with the right to remove any of said trees whenever, in the opinion of said Grantor or his successor in interest, the removal of any tree, or trees, is necessary for the improvement of the landscape, for the protection or reasonable use of improvements and/or buildings on any of said lots, and/or for the location or construction of buildings or improvements on any of said lots.

Each of the rights, easements, and servitudes reserved hereunder (except as herein expressly 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 affect or impair the power of said Grantor, his heirs and assigns, to again exercise, use, and/or assign each and every of said rights, easements, and servitudes at any subsequent time.

TO HAVE AND TO HOLD, to said Grantee, its successors and assigns, subject to the exceptions and reservations set forth herein, and to the following conditions, each of which is hereby declared to be a condition subsequent, to-wit:

That for the purposes of this conveyance and the proper understanding and application of the provisions hereof,-

The term "Buyer" shall designate and include all persons, firms or corporations deriving title to, or any interest in, any of the lots hereinabove described, from the Grantee named herein, either directly or by mesne conveyance, or through any means whatsoever.

The term "sea level" shall be, and shall be construed to be, that certain datum plane or point which is 5152.62 feet below the level of that certain bench mark which is the top of a 2" iron pipe set vertically in a concrete wall and located 1123.06 feet North 73° 27' 14" East from the quarter-corner between Sections 10 and 15 in Township 2 North, Range 3 West, San Bernardino Base and Meridian, in the County of San Bernardino, State of California.

The term "Service Company" shall designate the Arrowhead Mutual Service Company, a corporation having its principal place of business at Lake Arrowhead, California.

The term "Arrowhead Lands" shall designate the lands and real property surrounding the Arrowhead Club, situated at Lake Arrowhead in said County and located in Township Two,

North, Range 3 West, San Bernardino Base and Meridian, of which said lands

the lots hereinabove described are a part.

The term "Lake" shall designate that certain artificial lake or body of water known as Lake Arrowhead, created and impounded by a certain dam constructed in Arrowhead Woods across and in Little Bear Creek in the Northwest Quarter (N.W.1/4) of Section Fourteen (14) of the Township and Range last above mentioned.

The term "Shore line" shall designate the highest contour line which will be touched by the waters of the lake when the surface of said lake shall be at an altitude of 5132 feet above sea level.

The term "Reserved Strip" shall designate that certain area of land bounded by the shore line of the lake, as herein defined, and the highest contour line which would be touched by the waters of the lake if the surface of said lake should be 5132 feet above sea level; provided, however, that said reserved strip shall, in no case, include any land or area, the rainfall on which does not and cannot pass, by natural flow or seepage, into said Lake Arrowhead; and further provided that whenever and wherever said contour line shall cross or lie within the boundaries of any subdivision or tract divided into lots, a map of which is filed for record in the Records of the County of San Bernardino duly signed by the owner of the said reserved strip, then and in each such case, the upper or outer boundary of said reserved strip shall thereafter, from and between the points of intersection of said contour line and the boundaries of said subdivision, follow and be coincident with that portion of the boundary of such subdivision which (between said points of intersection) is nearest to said shore line.

The term "Premises" shall designate the whole and any part of the lots and/or land described in any contract and/or deed for any lot or lots, or part or parts of a lot or lots, hereinabove described.

Whenever by the execution of such contract and/or deed, and the use of the foregoing definition of the term "premises", the provisions, conditions, restrictions, and/or reservations, herein set forth, shall become applicable to and affect any parcel or area of land, the status of such parcel or area shall remain, and no contract and/or deed thereafter executed shall, through, or by the use of, such definition change or modify the use to which any of such parcel or area may be put.

The term "Residence" shall designate and include the main portion of any structure used as a dwelling on the premises, together with all projections therefrom or alterations or additions thereon or thereto or connected therewith.

The term "Inspector" shall designate any person employed or appointed by Title Insurance and Trust Company, a corporation organized under the laws of the State of California, and having its principal place of business at Los Angeles, or the said service Company, for the purpose of doing or performing any and/or all acts or things in and about Arrowhead Woods which are authorized by law to be done in the City of Los Angeles, California, by any inspector employed by or under the jurisdiction of the Board of Public Works of said City, or the Board of Public Service Commissioners of said City, or by or under the jurisdiction of the Health Department or Fire Department of said City.

The term "Architectural Committee" shall designate such person or persons as may be appointed from time to time by said Title Insurance and Trust Company as such committee, and its functions as such shall include the duty of passing upon, approving or rejecting any and all applications for permission to erect buildings or improvements of any kind or nature in Arrowhead Woods. The identity of such committee shall be established from time to time, by a notice posted by Title Insurance and Trust Company, containing the names and addresses of such committee, and date of their appointment, at the main office of Title Insurance and Trust Company in the said City of Los Angeles, or at such other place as Title Insurance and Trust Company may hereafter determine, and also at or adjacent to the Lake Arrowhead Postoffice. Title Insurance and Trust Company

shall have complete and perpetual authority to delegate the right of appointment of such committee to the Service Company, or to such other person, firm or corporation as it may choose. The failure of Title Insurance and Trust Company to post, or keep posted, such notices, shall in no manner prevent it from thereafter appointing such a committee, nor shall such failure in any manner impair the validity or binding force of any provision, condition, restriction, or reservation herein contained, and,-

First: That said property may be used for residential purposes only.

Second: That such use is limited to the erection, maintenance and/or occupancy of a single building on any of said premises for private residence purposes, together with a private stable and/or garage: Provided, that more than one building for such residential purposes may be erected and/or maintained on the premises if the horizontal area thereof in square feet shall be Eight Thousand times the number of such buildings; and also provided that a private community building or private club building may be erected and/or maintained on the premises if the horizontal area of the premises is not less than Forty Thousand square feet and if such building shall cost and be reasonably worth not less than Ten Thousand Dollars. If such a community building or club building is so erected on any premises, other buildings for residential use may be also erected and/or maintained on the same premises, provided the horizontal area of such premises shall be not less than Four Thousand times the number of such other buildings.

Third: That such use is also limited by the condition that no building may be erected that does not conform both as to design and location to plans, drawings and specifications which have been approved in writing by, and a copy of which are filed with, the Architectural Committee.

Fourth: That such use is also limited by the specific condition that on said premises no store, business or profession of any kind shall be maintained or carried on and that no residence shall be erected that is designed for occupancy by more than one family, and that no flat, double house, apartment house, tenement house, hotel, boarding and/or lodging house, or any cesspool, vault, or privy, shall be erected, built or used.

Fifth: That the premises may be occupied and/or used <sup>only</sup> by persons of the white or Caucasian race and that no person of other or different race may occupy or use any portion thereof; provided that persons of other races actually employed as servants of a family entitled to occupy the premises may occupy such portion or portions of such premises as may be necessary in the proper discharge of their duties as such servants.

Sixth: That no residence shall be erected or maintained on the premises which shall cost, or be of the value ~~at~~, less than \$500.00.

Seventh: That there shall never be any noxious thing, trade or business kept, maintained or permitted upon said premises, nor shall any livestock of any kind (other than riding and driving horses for private use), or live poultry, be kept, permitted or maintained upon the premises.

Eighth: That no building may be occupied for residential purposes unless and until furnished with modern plumbing fixtures adequate for disposal of all slops, and liquid refuse including sewage, and properly connected to a sewer.

Ninth: That no garbage shall be permitted to remain on the premises for a period of more than four days and that no garbage or refuse shall be thereon buried or burned. That the premises shall be kept in a clean and sanitary condition free from any and all refuse, rubbish or refuse of any kind or character, and that there must be removed therefrom all refuse, rubbish, stumps, weeds and dead plants of any kind that may constitute a fire hazard, and that such removal shall be made ~~at the expense of the occupant~~, a dangerous fire hazard, and that such removal shall be made ~~at the expense of the occupant~~ after notice by the inspector to the occupant or owner of the premises.

Tenth: That no building shall be erected, altered, repaired, or reconstructed on the premises, and no building shall be used for any purpose other than residential purposes, and no building shall be used for any purpose other than residential purposes.

covered, enclosed or hidden from view until the same have been inspected and approved by the inspector. That no electric wiring, electric fixtures, flues, chimneys, heating apparatus or hot water apparatus, may be used, covered, enclosed or hidden from view until inspected and approved by the inspector.

Eleventh: That no building, fence, wall or other structure shall be erected or maintained upon the premises, nor shall any alteration (for which, if it were to be made in the City of Los Angeles, it would be necessary to secure a permit from any Board, or the Building Inspector, of said City) be made in the exterior or interior of any structure thereon, unless complete plans and specifications therefor, showing the nature, kind, shape, height, material and color scheme thereof, and indicating the location of such structure, or of such alteration to any structure, shall have been submitted to the Architectural Committee and approved in writing by said Architectural Committee. No alterations shall be made in the exterior color of any structure unless written approval of the Architectural Committee shall have first been obtained.

Twelfth: That no signs or advertisements of any kind or character shall be erected, pasted, posted or displayed upon or about the premises without the written permission of Title Insurance and Trust Company, and Title Insurance and Trust Company shall have the right in its uncontrolled discretion, to prohibit and to restrict and control the construction, material and location of any and all signs, and may summarily remove and destroy any such signs.

This provision shall not, however, affect or limit the right of Title Insurance and Trust Company to place any signs in, upon or near the premises which may be required or desirable to enable Title Insurance and Trust Company to effect sales of the lots herein described, nor shall it prevent the Arrowhead Mutual Service Company from posting or erecting any signs necessary for the proper performance of its functions.

Thirteenth: That the buyer shall pay before delinquency all taxes and assessments levied or laid upon the premises during his ownership thereof, together with and including all taxes, assessments or charges that may hereafter be levied or laid upon the trees or any of them herein referred to and growing or being upon said premises.

Fourteenth: That any and all conditions and restrictions contained herein shall inure not only to the benefit of the Grantor, his heirs, successors and assigns, but also to the benefit of the owners of the lots in the tract of land first hereinabove mentioned, and any violation or breach of either or any of such conditions and/or restrictions may be prevented by injunction and such remedy may be availed of by the Grantor, his heirs, successors and assigns, or by Title Insurance and Trust Company, on his or their behalf, and/or upon proceedings instituted by not less than three owners of lots or portions thereof above described, and in addition to such injunctive relief Title Insurance and Trust Company, when any such violation or breach exists, shall have and continuously retain the right to summarily abate and remove, at the expense of the owner of the lot or lots thereby affected, any condition or thing which may exist contrary to the full purpose and intent of the provisions hereof, and any such abatement or removal or entry by the Grantor, his heirs, successors and assigns, or by Title Insurance and Trust Company, in connection therewith, shall not be construed as a trespass on the part of the Grantor, his heirs, successors and assigns, or by Title Insurance and Trust Company, nor shall the Grantor, his heirs, successors and assigns, or Title Insurance and Trust Company be liable for any damages on account thereof. The remedies herein contained shall be cumulative and shall not be exclusive of the others.

Fifteenth: That any and all conditions and restrictions contained herein shall inure not only to the benefit of the Grantor, his heirs, successors and assigns, but also to the benefit of the owners of the lots in the tract of land first hereinabove mentioned, and any violation or breach of either or any of such conditions and/or restrictions may be prevented by injunction and such remedy may be availed of by the Grantor, his heirs, successors and assigns, or by Title Insurance and Trust Company, on his or their behalf, and/or upon proceedings instituted by not less than three owners of lots or portions thereof above described, and in addition to such injunctive relief Title Insurance and Trust Company, when any such violation or breach exists, shall have and continuously retain the right to summarily abate and remove, at the expense of the owner of the lot or lots thereby affected, any condition or thing which may exist contrary to the full purpose and intent of the provisions hereof, and any such abatement or removal or entry by the Grantor, his heirs, successors and assigns, or by Title Insurance and Trust Company, in connection therewith, shall not be construed as a trespass on the part of the Grantor, his heirs, successors and assigns, or by Title Insurance and Trust Company, nor shall the Grantor, his heirs, successors and assigns, or Title Insurance and Trust Company be liable for any damages on account thereof. The remedies herein contained shall be cumulative and shall not be exclusive of the others.

the premises directly affected by such breach or attempted breach, obstruction, defeat and/or nullification shall forthwith revert to the Grantor, or his successors in the ownership of the reversionary rights herein and hereby created, who shall have the right of immediate re-entry and possession: Provided, that a breach of any of the said conditions, restrictions and/or reservations, and/or any reversion of title as herein provided shall not defeat or render invalid the lien of any mortgage of deed of trust made in good faith and for value as to said premises or any part thereof, but all said conditions, restrictions and reservations shall be binding upon and effective against any subsequent owner of said premises.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal this 5th day of August, A.D. 1922.

Robert G. Lester SEAL.

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

On this 5th day of August, 1922, before me, ETNA MARTIN, a Notary Public in and for said County, personally appeared ROBERT G. LESTER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same.

WITNESS my hand and Official Seal.

(Notarial Seal)

Etta Martin  
Notary Public in and for the County  
of Los Angeles, State of California.

No. 49. "Endorsed": Recorded at Request of Grantee, Aug. 9, 1922, at 45 Min. past 9 A.M., in Book 764 of Deeds, page 17. Records San Bernardino Co. Frank W. Mutter, County Recorder. By Fulton G. Ferand, Deputy Recorder. Fee \$4.20.

G. Rowsey Compared A. Goucher.

.....

REGULAR MEETING OF THE BOARD OF SUPERVISORS,  
MONDAY, AUGUST 7TH, 1922, TEN O'CLOCK A.M.

- Present:
- A. G. Kendall, Chairman
  - C. S. Crain,
  - C. E. Grier,
  - Geo. S. Biggin,
  - M. P. Cheney, Supervisors

Harry L. Allison, Clerk of the Board, By F. J. Atkinson, Deputy.

The meeting comes to order at the call of the Chairman. All members are noted present.

Upon motion of Supervisor Cheney, duly seconded by Supervisor Grier, and carried, the following resolution was adopted, to-wit:

BE IT RESOLVED, this 7th day of August, 1922, by the Board of Supervisors of the County of San Bernardino, State of California, that the deed, dated March 22nd, 1920, executed by the Riverside Water Company for Right of Way, particularly described as follows:

... 35 feet on either side of the following ...  
... 30 feet north of the north ...  
... 20 feet on either side of the following ...  
... 20 feet on the south line of said ...  
... said San Bernardino Subdivision.

# **EXHIBIT (2)**



Witness my hand this 5th day of August 1922.

Charles Zimmer

State of California,  
County of San Bernardino, SS.

On this 5th day of August 1922 before me, Isaac Jones a Notary Public in and for said county and State, residing therein duly commissioned and sworn, personally appeared Charles Zimmer known to me to be the person whose name is subscribed to the within and foregoing instrument and he acknowledged to me that he executed the same.

Witness my hand and official seal at said county.

Isaac Jones

(NOTARIAL SEAL)

Notary Public in and for the county of  
San Bernardino, State of California.

No. 42. "Endorsed" Recorded at Request of Isaac Jones, Aug 9, 1922, at 11 Min. past 9 A. M. in Book 758 of Deeds, Page 307, Records San Bernardino Co. Frank W. Hutter, County Recorder. By Fulton G. Ferand, Deputy Recorder. Fee \$1.20.

R. Hill Compared A.E. George

.....

#### GRANT DEED

ROBERT G. LESTER, a single man, does hereby grant to ARROWHEAD MUTUAL SERVICE COMPANY, a corporation organized under the laws of the State of California, and having its principal place of business at Los Angeles, California, hereinafter designated as the Grantee, of Los Angeles, California, its successors and assigns, all the following described property situate in the County of San Bernardino, State of California, to-wit:

All the trees, and all the roots, branches and parts thereof, growing on or that may hereafter grow, stand or be upon any part of the following:

Lots 1 to 76, both inclusive, of Tract Number 2, as per map thereof recorded in Book 22, Pages 4 and 5, of Maps, Records of said County.

Lot A, and Lots 1 to 95, both inclusive, of Tract Number 53, as per map thereof recorded in Book 22, Pages 7 and 8 of Maps, Records of said County.

Lots 1 to 50, both inclusive, of Tract Number 55, as per map thereof recorded in Book 22, Pages 5 and 6 of Maps, Records of said county.

Lots 1 to 66, both inclusive, of Tract Number 56, as per map thereof recorded in Book 22, Pages 9 and 10 of Maps, Records of said County.

Lot A, and Lots 1 to 117, both inclusive, of Tract Number 58, as per map thereof recorded in Book 22, Pages 11 and 12 of Maps, Records of said County, together with each and every right-of-way, easement and servitude which is necessary for the maintenance, care, growth, removal and / or development of each and every such tree, whether the same be standing or fallen, alive or dead, together with the right to remove any of said trees wherever, in the opinion of said Arrowhead Mutual Service Company, its successors, or assigns, the removal of any tree, or trees, is necessary for the improvement of the landscape, for the protection or reasonable use of improvements and / or buildings on any of said lots, and / or for the location or construction of buildings or improvements on any of said lots.

Each and every of the rights, easements, and / or servitudes granted and established hereunder and hereby, shall, at all times, be and remain a continuing right, easement and / or servitude which may be exercised, enjoyed, used and / or assigned, at any time, and from time to time, and the exercise, enjoyment, use, and / or assignment of any such right, easement, and / or servitude shall never affect or impair the power of said Grantee, its successors and assigns, to again exercise, enjoy, use, and / or assign such right, easement, and / or servitude at any subsequent time.  
The actual consideration for this Deed is less than \$100. No Revenue Stamps are necessary.

ROBERT G. LESTER (SEAL)

State of California }  
County of Los Angeles } ss.

On this 5th day of August, 1922, before me, ETTA MARTIN, a Notary Public in and for said County, personally appeared ROBERT G. LESTER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same.

WITNESS my hand and Official Seal.

Etta Martin

(NOTARIAL SEAL)

Notary Public in and for the County  
of Los Angeles, State of California.

No. 47. "Endorsed" Recorded at Request of Grantee, Aug 9, 1922, at 46 Min. past 9 A. M. in Book 758 of Deeds, Page 308, Records San Bernardino Co. Frank W. Rutter, County Recorder. By Fulton G. Feraud, Deputy Recorder. Fee \$1.50

Compared  
R. Hill                      A.E. George

GRANT DEED

We, James I. Wagner and Myrtle J. Wagner, husband and wife, in consideration of Ten Dollars to us in hand paid, the receipt of which is hereby acknowledged, do hereby GRANT to W. E. Allen and Grace Allen, husband and wife, as joint tenants, with right of survivorship all that real property situated in the City of Redlands County of San Bernardino, State of California, described as follows:

That portion of Lot Two (2) in Block Thirty (30) of the second preliminary map of Redlands, as per plat recorded in Book Five (5) of Maps, page Two (2) records of said County, particularly described as follows:

Commencing fifty-three (53) feet West of the Southeast corner of said Lot; thence running West on the South line of said Lot two hundred ninety-five (295) feet; thence North to the North line of said Lot; thence East on the Northerly line of said Lot to a point fifty-three (53) feet East of the Northeast corner of said Lot; thence South to the point of beginning.

Subject to 1922-23 taxes,  
together with the appurtenances thereto belonging.

WITNESS our hands this 2nd day of August, 1922.

(U. S. R. S. \$3.50 cancelled)

James I. Wagner  
Myrtle J. Wagner

# **EXHIBIT (3)**

authorized, on the day and year of this agreement first above written.

Robert G. Lester (SEAL)

(CORPORATE SEAL)

TITLE INSURANCE AND TRUST COMPANY

By L. J. Beynon,  
Vice President

By M. C. Wilson,  
Assistant Secretary.

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

On this 5th day of September, 1922, before me Etta Martin, a Notary Public in and for said County, personally appeared ROBERT G. LESTER, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same.

(NOTARIAL SEAL)

Etta Martin

Notary Public in and for the County  
of Los Angeles, State of California.

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

On this 7th day of September, 1922, before me F. H. Greene, a Notary Public in and for said County, personally appeared L. J. Beynon, known to me to be the Vice President, and M. C. Wilson, known to me to be the Assistant Secretary of the Title Insurance and Trust Company, the corporation that executed the within and foregoing instrument and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

F. H. Greene

Notary Public in and for the County  
of Los Angeles, State of California.

No. 52. "Endorsed". Recorded at Request of Pioneer Abst't & Title Guar'ty Co. Sep. 8, 1922 at - Min. past 11: A.M. in Book 764 of Deeds, Page 219. Records San Bernardino Co. Frank W. Hutter, County Recorder. By Eva Bemis, Deputy Recorder. Fee \$1.30.

Compared  
D.P. Callbeck G. Rowsey

o o o o

THIS AGREEMENT, made and entered into at Los Angeles, California, this first day of September, 1922, by and between Robert G. Lester, a single man, and Title Insurance and Trust Company, a corporation organized under the laws of the State of California and having its principal place of business at Los Angeles, California,

WITNESSETH that: WHEREAS said Robert G. Lester conveyed to said Title Insurance and Trust Company by deed dated August 9, 1922, and recorded in Book 764, Page 17 of Deeds, in the Office of the County Recorder, San Bernardino County, California, Lot A and Lots 1 to 95, both inclusive in Tract No. 53, as per map recorded in Book 22, Pages 7 and 8, Maps, Records of said County, and Lot A and Lots 1 to 117 both inclusive, in Tract No. 58, as per map recorded in Book 22, Pages 11 and 12, Maps, Records of said County, and in and by the terms and provisions of said deed did make and establish certain exceptions, reservations, restrictions and conditions; and

WHEREAS it was the intent and is now the desire of said Robert G. Lester to permit the erection on each and of any of the following lots, to-wit: Lot A and Lots 1 to 4, both inclusive; Lots 42 to 45, both inclusive, and Lots 57 and 58 of said Tract No. 53, and Lot A and Lots 1, 47, 50 and 59 of said Tract No. 58, of flats, double houses, apartment houses,

bungalow courts, lodging houses, hotels and/or cafes; and

WHEREAS said Robert G. Lester is the owner of all the reversionary rights set forth, implied and created by said deed; and

WHEREAS said Title Insurance and Trust Company is the owner of all of the lots herein described;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that said conditions, restrictions and reservations be modified; and that on each and/or any of the following lots, to-wit: Lot A and Lots 1 to 4, both inclusive, Lots 42 to 45, both inclusive, and Lots 57 and 58 of said Tract No. 53, and Lot A and Lots 21, 49, 50 and 59 of said Tract No. 58, there may be erected flats, double houses, apartment houses, bungalow courts, lodging houses, hotels and/or cafes; anything contained or set forth in said deed to contrary notwithstanding; provided, however, that in every other thing, manner and particular, the conditions, restrictions and provisions of said deed shall remain in full force and effect; and

That this agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors and/or assigns of the respective parties hereto.

IN WITNESS WHEREOF said Robert G. Lester has hereto set his hand and seal, and said Title Insurance and Trust Company has caused its corporate name to be hereunto subscribed and corporate seal affixed by its Vice President and Assistant Secretary thereunto duly authorized, on the day and year of this agreement first above written.

Robert G. Lester (SEAL)

(CORPORATE SEAL)

TITLE INSURANCE AND TRUST COMPANY

By L. J. Beynon,  
Vice President

By M. C. Wilson,  
Assistant Secretary

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

On this 5th day of September, 1922, before me, Etta Martin, a Notary Public in and for said County, personally appeared ROBERT G. LESTER, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same.

(NOTARIAL SEAL)

Etta Martin

Notary Public in and for the County  
of Los Angeles, State of California

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

On this 7th day of September, 1922, before me, F. H. Greene, a Notary Public in and for said County, personally appeared L. J. Beynon, known to me to be the Vice President, and M. C. Wilson, known to me to be the Assistant Secretary of the Title Insurance and Trust Company, the corporation that executed the within and foregoing instrument and 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 same.

WITNESSE my hand and official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

F. H. Greene

Notary Public in and for the County  
of Los Angeles, State of California.

Recorded at Request of Pioneer Ab't & Title Guar'ty Co. Sep.  
12 1922 at 11:30 A.M. in Book 754 of Deeds, Page 220. Record San Bernardino Co.  
Title & Trust Co. Recorder. By Wm. Dennis, Deputy Recorder. Fee \$1.00.

D. F. Calvert G. Hurrey

# **EXHIBIT (4)**

## CORPORATION GRANT DEED

TITLE INSURANCE AND TRUST COMPANY, hereinafter designated as the "Seller" a corporation organized under the laws of the State of California, and having its principal place of business at Los Angeles, California, in consideration of Ten Dollars, to it in hand paid, the receipt of which is hereby acknowledged, does hereby GRANT to J. G. Knapp hereinafter designated as the "Buyer" all that real property situated in Arrowhead Woods County or San Bernardino, State of California, hereinafter referred to as the "Premises", and particularly described as follows:

Lot thirteen (13) of Tract No. 53, as per map recorded in Book 22, Pages 7 and 8 of Maps in the office of the County Recorder of said County, subject to all existing taxes, assessments, and encumbrances, and

Subject to all the conditions, terms and restrictions set forth in that certain deed from Robert G. Lester a single man, to the said Seller and recorded in Book 764 at Page 17, of Deeds, Records of said County, which said deed is hereby referred to and, for the purpose of establishing said conditions and restrictions and defining the terms used herein and therein and of describing the reservations and rights-of-way herein referred to, a like part hereof; and

Excepting and reserving from said premises all the easements and rights-of-way in said deed referred to and described; and excepting and reserving from said premises all the trees, rights-of-way, easements, servitudes and other things heretofore conveyed by said Robert G. Lester to Arrowhead Mutual Service Company, a corporation organized under the laws of the State of California, by deed recorded in Book 756 at page 306 of Deeds, Records of said County, which said deed is hereby referred to, and, for the purpose of defining and limiting this exception and reservation, made a part hereof.

It is understood and agreed that in all respects and as to all the matters contained or referred to herein that said buyer relies only on the representations and statements made in this deed and the records referred to herein and that all understandings, representations, promises and agreements between the Seller and the Buyer have been and are merged in this deed that the Buyer has himself made an examination of the property sold and knows the true location and boundaries thereof and in regard to said location and boundaries relies upon his own knowledge and not upon any representation made to him; and that the Buyer, by his acceptance of this deed, specifically covenants and agrees that the Seller is not bound by any, and the Buyer hereby expressly waives all, promises, understandings and/or agreements, whether the same be verbal, written or by advertisement, which are not in this deed specifically set forth.

The Buyer, in like manner covenants that he is familiar with the conditions, restrictions, reservations, easements and rights-of-way referred to herein and understands the same; and the Buyer does further in like manner covenant, agree and undertake as part of the consideration for the conveyance to him of the premises herein described, to fully discharge and hold free and harmless the Arrowhead Mutual Service Company, its successors and assigns from all liability for damage done or caused persons and/or property by or due to, or the result of the existence, growth, falling, death, removal, destruction and/or care and maintenance of any and all trees on, or that may hereafter be on, the said premises.

The term "Buyer" wherever used in this deed includes the plural as well as the singular and the masculine and feminine as well as the neuter gender.

In accordance with the terms, provisions and reservations contained in said deed first above described as being recorded in Book 764 at Page 17, of Deeds, Records of said County, the width of the approach and/or approaches of the lot and/or lots above described is hereby defined as follows:

Along the line which is marked "27.00" a width of 15 feet; along the line which is marked "156.50" a width of 15 feet.

SUBJECT to all taxes for the fiscal year 1924-1925 and thereafter.

Said premises are conveyed subject also to the modifications of said conditions, terms and restrictions as set forth in a certain agreement executed by said Robert G. Lester and the Grantor recorded in Book 764 at Page 220, of Deeds, Records of said County.

IN WITNESS WHEREOF, the said Title Insurance and Trust Company has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed by its Vice President and Assistant Secretary, thereunto duly authorized by resolution of its Board of Directors a certified copy of which resolution is recorded in Book 140 at page 107 of Miscellaneous Records of Los Angeles County, State of California. Dated this 24th day of March, 1924.

TITLE INSURANCE AND TRUST COMPANY,

by L. J. Beynon, Vice President  
by G. M. Sperry, Assistant Secretary

(CORPORATE SEAL)  
(U.S.I.R.S. \$2.00 cancelled)

STATE OF CALIFORNIA, }  
COUNTY OF LOS ANGELES. } ss

ON THIS 25th day of March, 1924, before me F. H. Greene, a Notary Public in and for said County, personally appeared L. J. Beynon, known to me to be the Vice President and G.M. Sperry known to me to be the Assistant Secretary of the Title Insurance and Trust Company, the corporation that executed the within and foregoing instrument and 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 same.

WITNESS my hand and official seal the day and year in this certificate first above written.

F. H. Greene

Notary Public in and for the County of Los Angeles, State of California.

(NOTARIAL SEAL)

No. 74. "Endorsed". Recorded at Request of Grantee, Jan 27, 1926, 5 Min. past 9 A.M., in Book 47 Page 462 of Official Records, San Bernardino County, Calif. Fulton G. Ferand, County Recorder. Fee \$1.40

Compared

A. Clark

A. Lamore.

.....

GRANT DEED.

THIS INDENTURE, Made the fourteenth day of January in the year of our Lord nineteen hundred and twenty six between Leigh A. Fuller the party of the first part, and Anloft & Houlette Inc. a California corporation, Los Angeles California, the party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars gold coin of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents GRANT, SELL AND CONVEY unto the said party of the second part, and to its successors and assigns forever, all the certain lots, pieces or parcels of land, situate lying and being in the County of San Bernardino and State of California, and bounded and particularly described as follows to-wit:

Parcel 1- Lots number forty-eight (48) to Fifty-one (51) inclusive and One Hundred Twenty-two (122), all in Block number four (4) Lots number twenty-three (23) to Twenty-six (26) inclusive, all in Block number seven (7)



# **EXHIBIT (5)**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PLACE INTERNAL REVENUE STAMPS IN THIS SPACE

### Corporation Quitclaim Deed

AS PER I. R. S. §

400-A 10-51

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **ARROWHEAD MUTUAL SERVICE COMPANY,**

a corporation organized under the laws of the state of **California**, does hereby

**REMISE, RELEASE AND QUITCLAIM** to the respective record owners of the land hereinafter described in severalty, and upon the same tenure as their respective interests may appear of record in the office of the County Recorder of San Bernardino County, the real property in the county of San Bernardino, state of California, described as:

All of Grantor's right, title and interest in and to all of the trees and all of the roots, branches and parts thereof, growing on or that may hereafter grow, stand or be upon any subdivision lot or lots lying within those portions of the lands and real property surrounding and adjacent to "Lake Arrowhead" in said County, and located in Township 2 North, Range 3 West, SAN BERNARDINO MERIDIAN, as disclosed by subdivision maps of such area or any portion thereof, recorded in the office of the County Recorder of San Bernardino County.

PROVIDED, however, that the Grantees herein nor any of them will not cut down, remove or alter any living tree unless first approved by an Architectural Committee appointed by the Grantor herein, its successors or assigns.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its \_\_\_\_\_ President and \_\_\_\_\_ Secretary thereto duly authorized.

Dated: July 1, 1965 **ARROWHEAD MUTUAL SERVICE COMPANY**  
By: [Signature] President  
By: [Signature] Secretary

STATE OF CALIFORNIA  
COUNTY OF San Bernardino  
On July 1, 1965  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared [Signature]  
known to me to be the \_\_\_\_\_ President, and [Signature]  
known to me to be the \_\_\_\_\_ Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that each corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal  
GREAT (Seal) [Signature]  
**AUDREY J. CAMERON**  
NOTARY PUBLIC  
SAN BERNARDINO COUNTY  
CALIFORNIA  
My Commission Expires May 15, 1968.

SPACE BELOW FOR RECORDER'S USE ONLY.  
447  
RECORDED  
Title Insurance And Trust Company  
JUL 7 8 51 AM '65  
BOOK 6425 PAGE 729  
OFFICIAL RECORDS  
SAN BERNARDINO COUNTY, CALIF.  
[Signature]  
END OF DOCUMENT

05040

447

# **EXHIBIT (6)**

RECORDING REQUESTED BY:

William J. Brunick, Esq.  
BRUNICK, ALVAREZ & BATTERSBY

92-022583

RECORDED IN  
OFFICIAL RECORDS

WHEN RECORDED MAIL TO:

Arrowhead Woods Architectural Committee, Inc.  
Post Office Box 2026  
Lake Arrowhead, CA 92352

MAIL TAX STATEMENTS TO:

Arrowhead Woods Architectural Committee, Inc.  
Post Office Box 2026  
Lake Arrowhead, CA 92352

1 FEE	7	6	CHRG
2 MSYS	14	7	GIMS
3 PCOR		8	NO FEE
4 LNNT		9	ST FEE
5 SVY			
6			
	DTT		

92 JAN 21 PM 4:13

SAN BERNARDINO  
COUNTY, CALIF.

ASSIGNMENT AND QUITCLAIM OF RIGHTS, POWERS AND RESERVATIONS  
CONTAINED IN DECLARATIONS OF RESTRICTIONS

The undersigned grantor declares:  
Documentary transfer tax is \$ none .

FOR VALUABLE CONSIDERATION, BOISE CASCADE HOME & LAND CORPORATION, a Delaware corporation, and successor to Lake Arrowhead Development Co., Lake Arrowhead Land Corp., Lake Arrowhead Commercial Co., and Boise Cascade Properties, Inc., hereby assigns and quitclaims to ARROWHEAD LAKE ASSOCIATION AND ARROWHEAD WOODS ARCHITECTURAL COMMITTEE OF ARROWHEAD LAKE ASSOCIATION, as their interests may appear, any and all rights, powers and reservations conferred under or by those Declarations of Restrictions which are referred to by tract and map reference, and by the recording reference, to the respective Declarations of Restrictions in the Official Records of San Bernardino County, in Exhibit "A" which is attached to and incorporated in this instrument.

IN WITNESS WHEREOF, said corporation has caused its corporation name and seal to be affixed hereto and this instrument to be executed by its                      Vice                      President and                      Assistant Secretary thereunto duly authorized.

Dated: March 10 , 1989.

BOISE CASCADE HOME & LAND CORPORATION,  
a Delaware corporation

By                      Vice President

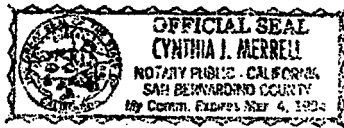
By                      Assistant Secretary



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN BERNARDINO )

On November 15, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Tompkins \*\*\*\*\* personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

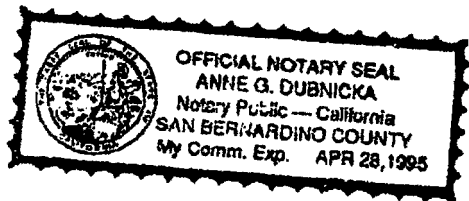


Cynthia J. Merrell  
Notary Public

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN BERNARDINO )

On JANUARY 15TH 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared \*\*JUDY ASHTON\*\* personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the PRESIDENT of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Anne G. Dubnicka  
Notary Public

EXHIBIT A

Tract and Map Reference

Recording Reference for  
Declarations of Restrictions  
in Official Records of San  
Bernardino County, California.

Tract 6397 Book 81 page 30  
Tract 6489 Book 83 page 76  
Tract 6782 Book 88 page 38  
Tract 6855 Book 100 page 18  
Tract 7074 Book 91 page 12

Tract 7201 Book 92 page 54  
Tract 7272 Book 94 page 5  
Tract 7334 Book 92 page 24  
Tract 7415 Book 93 page 98  
Tract 7417 Book 95 page 28  
Tract 7513 Book 96 page 89  
Tract 7514 Book 101 page 41  
Tract 7515 Book 97 page 84  
Tract 7658 Book 96 page 97  
Tract 7775 Book 99 page 58  
Tract 7776 Book 102 page 51  
Tract 7891 Book 101 page 20  
Tract 7911 Book 102 page 10  
Tract 7915 Book 101 page 64  
Tract 7933 Book 101 page 57  
Tract 7982 Book 102 page 5  
Tract 7983 Book 103 page 1  
Tract 7985 Book 108 page 24  
Tract 8053 Book 106 page 74

Tract 8156 Book 105 page 94  
Tract 8232 Book 108 page 50

Tract 8490 Book 115 page 16  
Tract 8663 Book 120 page 3  
Tract 9772 Book 142 page 78  
Tract 9973 Book 142 page 80  
Tract 10139 Book 148 page 86  
Tract 10746 Book 150 page 17  
Tract 10809 Book 153 page 23

Amended

Amended

Re-recorded

Modified

Book 5505 page 520 DR  
Book 5577 page 422 OR  
Book 5725 page 188 OR  
Book 5985 page 189 OR  
Book 6925 page 385 OR  
Book 6142 page 957 OR  
Book 6153 page 983 OR  
Book 6227 page 17 OR  
Book 6376 page 285 OR  
Book 5985 page 189 OR  
Book 6368 page 234 OR  
Book 6470 page 303 OR  
Book 6620 page 656 OR  
Book 7046 page 666 OR  
Book 6689 page 223 OR  
Book 5985 page 189 OR  
Book 6876 page 412 OR  
Book 7182 page 558 OR  
Book 7019 page 860 OR  
Book 7116 page 615 OR  
Book 7078 page 128 OR  
~~Book 7074 page 251 OR~~  
Book 7119 page 886 OR  
Book 7243 page 469 OR  
Book 7462 page 660 OR  
Book 7398 page 859 OR  
Book 7408 page 706 OR  
Book 7374 page 867 OR  
Book 7486 page 210 OR  
Book 7486 page 212 OR  
Book 7505 page 789 OR  
Book 7947 page 191 OR  
Book 8115 page 802 OR  
Book 9168 page 84 OR  
Book 9168 page 84 OR  
Book 9084 page 1402 OR  
Book 9168 page 84 OR  
Book 7363 page 735 OR

# **EXHIBIT (7)**



RECORDING REQUESTED BY

William J. Brunick; Esq.

AND WHEN RECORDED MAIL TO

Arrowhead Woods Architectural  
Committee, Inc.  
Post Office Box 1119  
Lake Arrowhead, CA 92352

RECORDED IN  
OFFICIAL RECORD:

1990 AUG 31 PM 12:10

SAN BERNARDINO  
CO., CALIF.

MAIL TAX STATEMENTS TO

Arrowhead Woods Architectural  
Committee, Inc.  
Post Office Box 1119  
Lake Arrowhead, CA 92352

FREE	20055	3PCOR	4UNIT
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5 BY	3	DTI	6
10			M

90-349482

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Corporation Quitclaim Deed

CA 1. NO. 990576  
TO 1970 CA (1-88)

THIS FORM FURNISHED BY TICON TITLE INSURERS

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ none

( ) computed on full value of property conveyed, or

( ) computed on full value less value of liens and encumbrances remaining at time of sale.

( x ) Unincorporated area: ( ) City of \_\_\_\_\_, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
ARROWHEAD LAKE ASSOCIATION,

a corporation organized under the laws of the State of California,

hereby REMISES, RELEASES AND QUITCLAIMS to

ARROWHEAD WOODS ARCHITECTURAL COMMITTEE, INC., a corporation,

the following described real property in the

County of San Bernardino, State of California:

See Exhibit "A" which is attached to and incorporated in this instrument.

In Witness Whereof, said corporation has caused its corporation name and seal to be affixed hereto and this instrument to be executed by its \_\_\_\_\_ President and \_\_\_\_\_ Secretary thereunto duly authorized.

Dated: July 14, 1990

STATE OF CALIFORNIA  
COUNTY OF San Bernardino } SS.

On July 4, 1990 before me, the undersigned, a Notary Public in and for said

ARROWHEAD LAKE ASSOCIATION

## EXHIBIT "A"

ALL OF THE GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL RIGHTS OF FORFEITURE, ENFORCEMENT AND RE-ENTRY, WHETHER VESTED, CONDITIONAL OR CONTINGENT, UPON BREACH OF COVENANTS, CONDITIONS AND RESTRICTIONS IMPOSED BY THE GRANTOR OR ITS PREDECESSORS IN INTEREST, ALL SITUATED IN TOWNSHIP 2 NORTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLATS THEREOF, SAN BERNARDINO COUNTY, CALIFORNIA. -

# **EXHIBIT (8)**



# State of California

OFFICE OF THE SECRETARY OF STATE

## CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

AUG 10 1988



*March Fong Eu*

Secretary of State

1442745

ENDORSED  
FILED

in the office of the Secretary of State  
of the State of California

AUG 8 1988

ARTICLES OF INCORPORATION

OF

MARCH FONG EU, Secretary of State

ARROWHEAD WOODS ARCHITECTURAL COMMITTEE, INC.

I

The name of this corporation is ARROWHEAD WOODS  
ARCHITECTURAL COMMITTEE, INC.

II

A. This corporation is a nonprofit mutual benefit  
corporation organized under the Nonprofit Mutual Benefit Corporation  
Law. The purpose of this corporation is to engage in any lawful act  
or activity for which a corporation may be organized under such law.

B. The specific purpose of this corporation is to enforce  
the covenants, conditions and restrictions in that area of San  
Bernardino County, more commonly referred to as "Arrowhead Woods".

III

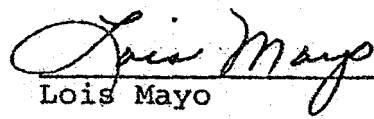
The name and address in the State of California of this  
corporation's initial agent for service of process is: Lois Mayo,  
1133 St. Bernard Way, Lake Arrowhead, California 92352.

IV

Notwithstanding any of the above statements of purposes and  
powers, this corporation shall not, except to an insubstantial

degree, engage in any activities or exercise any powers that are not in furtherance of the specific purposes of this corporation.

Dated this 18 day of July, 1988, at Lake Arrowhead, California.

  
Lois Mayo

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

  
Lois Mayo

# **EXHIBIT (9)**



# State of California

OFFICE OF THE SECRETARY OF STATE

## CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

APR 19 1990



*March Fong Eu*

Secretary of State



A385469

ENDORSED  
FILED

In the office of the Secretary of State  
of the State of California

MAR 19 1990

CERTIFICATE OF AMENDMENT

OF

MARCH FONG EU, Secretary of State

ARTICLES OF INCORPORATION

OF ARROWHEAD WOODS ARCHITECTURAL COMMITTEE, INC.

JUDY ASHTON and LOIS MAYO certify that:

1. They are the president and secretary, respectively of Arrowhead Woods Architectural Committee, Inc., a California corporation.

2. Article II of the Articles of Incorporation of this corporation is amended to read as follows:

"Article II

A. This corporation is a non profit public benefit corporation and is not organized for the private gain of any person. It is organized under the Non-Profit Public Benefit Corporation Law for public purposes.

B. The specific purpose of this corporation is to enforce the covenants, conditions and restrictions in that area of San Bernardino County, more commonly referred to as "Arrowhead Woods."

3. Article III of the Articles of Incorporation of this corporation is amended to read as follows:

"Article III

This corporation is organized and operated exclusively for public purposes within the meaning of Section 501(c)(4) of the internal Revenue Code."

4. Article IV of the Articles of Incorporation of this corporation is amended to read as follows:

"Article IV

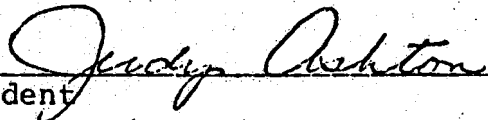
The property of this corporation is irrevocably dedicated to social welfare purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision

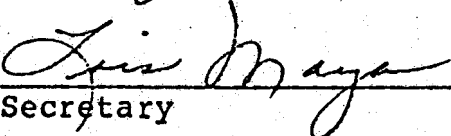
for payment, of all debts and liabilities of this corporation shall be distributed to a non-profit fund, foundation or corporation which is organized and operated exclusively for social welfare purposes and which has established its tax exempt status under Section 501(c)(4) of the Internal Revenue Code.

5. The corporation has no members and the foregoing Amendment of Articles of Incorporation has been duly approved by the Board of Directors.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Dated: February 15, 1990

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

# EXHIBIT (10)

**BYLAWS OF  
ARROWHEAD WOODS ARCHITECTURAL COMMITTEE, INC.  
A California Nonprofit Mutual Benefit Corporation**

**ARTICLE I  
NAME**

The name of this corporation is ARROWHEAD WOODS ARCHITECTURAL COMMITTEE, INC.

**ARTICLE II  
OFFICES OF THE CORPORATION**

The principal office for the transaction of affairs and business is 318 S. State Hwy 173, Suite C, P.O. Box 2026, Lake Arrowhead, San Bernardino County, California, 92352. The board of directors of the corporation may change the principal office from one location to another. Any change in location of the principal office shall be noted by the secretary on these bylaws, or this section may be amended to state the new location.

**ARTICLE III  
PURPOSE OF THE CORPORATION**

The corporation was formed to preserve and protect the interest of property owners at Lake Arrowhead in that area commonly referred to as Arrowhead Woods. To preserve and protect that portion of the Covenants, Conditions and Restrictions (CC&Rs) for having to do with new construction, remodeling, outbuildings, fences or other structures, trees, and all of the roots, branches and parts thereof, and other matters referred to in the CC&Rs.

## ARTICLE IV DIRECTORS OF THE CORPORATION

### Section 1. General Corporate Powers

Subject to the provisions and limitations of the California Nonprofit Mutual Benefit Corporation Law and any other applicable laws, and subject to any limitations in the articles of incorporation and bylaws regarding actions that require approval of the directors, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by and under the board's direction.

### Section 2. Number and Qualifications

The corporation shall consist of at least seven, but no more than nine members of the board of directors all willing to conform to the bylaws of this corporation and dedicated to the purpose of this corporation.

### Section 3. Selection of Board of Directors

Prospective directors shall submit to the secretary a written request detailing their interest to serve. The current sitting directors shall review requests and conduct a personal interview. A majority vote by the then sitting directors shall constitute approval.

### Section 4. Vacancies on the Board of Directors of the Corporation

A vacancy on the board shall exist on the occurrence of the following (a) death or resignation of any director, (b) vote by the majority of the board of directors to remove any director of the corporation for reasons given in Section 6, at a regular meeting.

### Section 5. Resignations

Any director of the corporation may resign by giving written notice to the President, or to the secretary.

### Section 6. Termination of a Board of Director of the Corporation

Any member of the board of directors of the corporation may be terminated who has failed to observe the rules of conduct of the corporation, or has engaged in conduct materially and seriously prejudicial to the purposes and interest of the corporation, or has missed an excessive number of meetings without an excuse.

# Introduction

The purpose of this document is to provide a comprehensive overview of the project's objectives, scope, and timeline. It is intended for all stakeholders involved in the project, including team members, management, and external partners. The document outlines the key goals, the project's structure, and the expected outcomes. It also identifies the risks and challenges that may arise during the project's execution and provides strategies to mitigate them.

The project is organized into several phases, each with specific tasks and deliverables. The phases are: 1. Planning and Analysis, 2. Design and Development, 3. Implementation and Deployment, and 4. Evaluation and Reporting. Each phase is supported by a detailed work plan and a budget. The project is managed using a combination of traditional and agile methodologies to ensure flexibility and responsiveness to changes.

The project's success is measured by the achievement of its key performance indicators (KPIs), which include: 1. On-time delivery, 2. Budget adherence, 3. Quality of deliverables, and 4. Stakeholder satisfaction. Regular communication and reporting are essential for the project's success. The project manager will provide weekly status reports to the steering committee and monthly reports to the sponsor. The project will be reviewed at key milestones to ensure that it remains on track and that any issues are identified and resolved promptly.

The project is a complex and challenging endeavor, but with the right team, resources, and management, it is achievable. We are committed to delivering a high-quality project that meets the needs of our stakeholders and adds value to our organization. We will continue to monitor the project's progress and make adjustments as needed to ensure its successful completion. We welcome any feedback and suggestions from our stakeholders to help us improve the project's performance.

**ARTICLE V**  
**MEETING OF THE BOARD OF DIRECTORS OF THE CORPORATION**

**Section 1. Annual Meetings of the Board of Directors of the Corporation**

The annual meeting of the corporation shall be held within forty-five days of the end of fiscal year. The specific date, time and location shall be designated by the board of directors. At this meeting officers will be elected and any other proper business may be transacted.

**Section 2. Special Meeting of the Board of Directors of the Corporation**

A special meeting of the corporation may be called at any time by the President or any board of director of the corporation.

**Section 3. Regular Meetings of the Board of Directors of the Corporation**

Regular meeting of the board of directors of the corporation shall be held the second and fourth Thursday of each calendar month preceding the meeting of the Arrowhead Woods Architectural Committee, except November and December which will only meet on the second Thursday of the month.

**Section 4. Notice of Meetings**

Notice of special and annual meetings shall be in writing to the board of directors of the corporation, and shall be given at least ten days before the meeting date. The notice shall specify the place, date and hour of the meeting, and shall give the general nature of the business to be transacted.

**ARTICLE VI**  
**VOTING**

**Section 1. Quorum**

Four directors shall constitute a quorum for the transaction of business at any meeting of the board of directors of the corporation.

**Section 2. Eligibility to Vote**

Each board of director shall be entitled to one vote on each matter submitted to a vote.

Section 3. Manner of Casting Votes

Voting may be by voice or ballot, except that any election of directors must be by ballot.

Section 4. Approval by Majority Vote

The affirmative vote of the majority of the voting directors shall constitute approval.

**ARTICLE VII  
OFFICERS OF THE CORPORATION**

Section 1. Officers of the Corporation shall be as follow.

- President
- Vice President
- Secretary/Treasurer

Section 2. Selection of corporate officers.

Officers shall be elected by the majority of the then sitting board of directors at the annual meeting of the corporation, and shall serve at the pleasure of the board of directors of the corporation.

Section 3. Vacancies in office.

Any officer may resign at any time by giving written notice to the corporation. A vacancy in any office because of death, resignation or any other cause shall be filled in the manner prescribed in the selection of officers.

**ARTICLE VIII  
DUTIES OF OFFICERS OF THE CORPORATION**

Section 1. President

The president shall preside over all meetings of the board of directors. The president shall have such other powers and duties as the board or bylaws may prescribe. The president will act as chairperson of the Arrowhead Woods Architectural Committee.



Section 2. Vice-President

In the absence of the president, the vice president shall perform all duties of the president. The vice president shall have such other powers and duties as the board or bylaws may prescribe.

Section 3. Secretary/Treasurer

The secretary/treasurer shall keep, at the corporation's principal office, a book of minutes of all meetings, proceedings, and actions of the board of directors of the corporation, and committees of the board. The secretary/treasurer shall keep, at the principal office, a copy of the articles of incorporation and bylaws. The secretary/treasurer shall keep and maintain adequate and correct books and accounts of the corporation, shall deposit all monies in the name and to the credit of the corporation, shall disburse the corporation's funds as the board may order, shall give the board an accounting of all transactions and the financial condition of the corporation. The secretary/treasurer shall have such other powers and duties as the board or bylaws may prescribe.

ARTICLE IX  
COMMITTEE OF THE CORPORATION

Section 1. Name of the Committee

The Committee shall be known as the Arrowhead Woods Architectural Committee commonly referred to as A.W.A.C.

Section 2. Purpose of the Committee

The Arrowhead Woods Architectural Committee functions to uphold the purposes of the Arrowhead Woods Architectural Committee, Inc. and is empowered to act in matters relating to all manner of construction and the trees, roots, branches and parts thereof, and other matters referred to in the Covenants, Conditions and Restrictions (CC&Rs) established for Arrowhead Woods.

Section 3. Members of the Committee

The members of the committee will be comprised of members of the Arrowhead Woods Architectural Committee, Inc. board of directors.

#### Section 4. Chairperson and Duties of the Chairperson

The chairman shall be the current president of the board of directors of the corporation. In the absence of the president the duty shall be assumed by the vice-president. The chairperson shall have a vote.

#### Section 5. Meetings of the Arrowhead Woods Architectural Committee

The Committee shall hold meetings on the second and fourth Thursday of each calendar month (except November and December – meeting will be on the second Thursday only) at 9:00 a.m. at the meeting room of Fire Station 91, Lake Arrowhead, California, San Bernardino County for the purposes of reviewing construction plans placed on the agenda, and other related business to come before the Committee.

#### Section 6. Meeting Agenda

The agenda will be prepared by the secretary and mailed five days before the scheduled meeting.

#### Section 7. Meeting Procedure

##### 1. Review Procedures

The committee will review each set of plans using due caution and care to consider the needs of the property owner, and the construction standards for Arrowhead Woods as set forth in the CC&Rs.

##### 2. Voting Procedures

A. After review and discussion by committee members. A motion shall be made and seconded for action on the plans as submitted for approval, conditional approval, or rejection. The chairperson calls for a vote. Affirmation is by a majority voice vote of voting members.

B. Minutes of each action shall be taken by the recording secretary and made a part of the committee's records.

#### Section 8. Notification of Property Owner or Their Agent

Following each meeting the recording secretary will notify the property owner or their agent in writing of the decision of the committee.

## ARTICLE X TREES

Trees are a vital part of the flora, fauna, and beauty of the Arrowhead Woods area. Trees provide shelter and food for wildlife, including, insects, birds and mammals. Trees provide shade, oxygen, conserve energy, and help to prevent water pollution and soil erosion. Trees muffle sounds, mask unsightly views, absorb dust and wind, and reduces glare and UV-B exposure. Trees increase property values. It is for these reasons that AWAC is committed to preserving the forest of Arrowhead Woods.

Subject to the provisions of the Covenants, Conditions & Restrictions (CC&Rs) and the Corporation Quitclaim Deed, prior consent of the committee is required before property owners remove, prune, shape or in any way alter trees within Arrowhead Woods. The committee may impose a damage assessment for any unapproved removal, pruning, shaping or in any way altering trees within Arrowhead Woods.

Due to the wide variety of trees, location, conditions and other mitigating factors, determining a damage assessment for unapproved tree trimming or removal may be difficult to assess. Therefore, the following procedure is implemented to calculate the damage assessment in a fair and reasonable manner giving the property owner every opportunity to defend their actions.

### Section 1. Hearing

The owner of said property will be given at least (15) fifteen days written notice of (i) the hearing date set for consideration by AWAC of imposing a damage assessment and (ii) reasons therefor. The owner or counsel for the owner may appear at said hearing and provide a defense and/or evidence regarding the matters resulting in the notice of the hearing.

### Section 2. Damage Assessment

The following guidelines are established for damages assessed for trees which have been removed, pruned, shaped or in any way altered without prior consent. The following amounts are the maximum amount that can be imposed. The committee may impose a lesser assessment taking into consideration the health of the tree, the location, hazards presented by the tree, requirements or recommendations by insurance carriers and/or government entities, in writing, and defense and/or evidence provided by the owner.

1911

1912

1913

1914

1915

1916

1917

## 1. Unauthorized Tree Removal

The diameter of the tree is measured at 4 ½ feet above the ground from the lowest point of the exposed trunk. In instances where the tree has been removed completely, the diameter of the remaining stump will be used to determine the size.

<u>Size in Diameter</u>	<u>Amount Per Tree</u>
6 to 12 inches	\$5,000
13 to 24 inches	\$10,000
25 inches or more	\$20,000

Assessed Damages will be doubled for any tree removed to enhance or create a lake view.

## 2. Trees pruned, shaped or in any way altered without AWAC approval

Assessed damages will be calculated by the number of branches pruned, shaped or altered on a per branch basis. The tree will be assessed for the number of branches removed and as assessed damage will be given to each branch as follows:

\$100 per branch or

\$500 per branch if the pruning, shaping or altering was done to enhance or create a lake view.

## Section 3. Expenditure for Damages Recovered

1. Expended for restoration of trees on the specific property if possible.
2. Education, reforestation and forest protection of the forest in the tract where the damage occurred.
3. Protection of forest in Arrowhead Woods
4. Reimbursement to committee for costs incurred.

ARTICLE XI  
MISCELLANEOUS

Section 1. Fiscal year

The fiscal year of this corporation shall end on April thirtieth.

Section 2. Indemnification

To the fullest extent permitted by law and the California Corporations Code, this corporation shall indemnify its directors, officers and employees.

Section 3. Insurance

The corporation shall purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, and employees against any liability asserted against or incurred in such capacity.

Section 4. Books and Record

A. The corporation shall keep

1. Adequate and correct books and records of account.
2. Minutes of all meetings.

Section 5. Inspection by Directors

Any director of the corporation shall have the right to inspect the corporation's books, records, or any other documents of the corporation.

Section 6. Annual Report

An annual report shall be prepared and distributed to the board of directors of the corporation within forty-five days of the end of the fiscal year. This report shall contain a balance sheet, and an income and expense statement. The annual report shall be prepared and distributed to all board of directors of the corporation ten days prior to the annual meeting.

Section 7. Bylaws

New bylaws may be adopted or these bylaws may be amended or repealed by approval of the majority of the then sitting board of directors of the Corporation. The original shall be maintained and open to inspection at the principal office.

CERTIFICATION OF SECRETARY

I certify that I am the duly elected and acting Secretary of Arrowhead Woods Architectural Committee, Inc., a California nonprofit mutual benefit corporation, that the above bylaws consisting of 10 pages, are the bylaws of this corporation as amended by the board of directors on October 8, 2015

Executed on October 8, 2015 at Lake Arrowhead, California

By: *Stacey Lippert*

Stacey Lippert, Secretary of the Corporation

# EXHIBIT (11)



Recorded in Official Records, County of San Bernardino

9/30/2009  
4:10 PM  
BN



**LARRY WALKER**  
Auditor/Controller - Recorder

P Counter

Doc#: 2009-0432478

Titles: 1      Pages: 6



Fees	54.00
Taxes	0.00
Other	2.00
<b>PAID</b>	<b>\$56.00</b>

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Steven S. Wall, Esq.  
Luce, Forward, Hamilton & Scripps LLP  
600 West Broadway, Suite 2600  
San Diego, CA 92101

DOCUMENTARY TRANSFER TAX: \$0.00

This Space for Recorder's Use Only

Computed on the consideration or value of  
property conveyed

Signature of Declarant or Agent determining tax

TITLE:

QUITCLAIM DEED

MAIL TAX STATEMENTS TO:  
JB Gold  
Mill Pond Partners, LP  
80-225 Via Valerosa  
La Quinta CA 92253

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(Govt. Code § 27361.6)  
(Additional Recording Fee Applies)

## QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Arrowhead Woods Architectural Committee, Inc., a California Nonprofit Mutual Benefit Corporation ("AWAC"), does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to Mill Pond Partners, L.P., a California Limited Partnership ("Mill Pond"), any and all interest AWAC has, or claims to have, in Mill Pond's real property located in Lake Arrowhead, County of San Bernardino, State of California, described in Exhibit "A" attached hereto and incorporated herein ("the Mill Pond Property"), including without limitation, any and all rights, covenants, conditions, restrictions, reservations, judgments, powers, and/or rights of enforcement derived from any source whatsoever including any instrument of record in the Official Records of the County of San Bernardino concerning or affecting the Mill Pond Property.

Specifically, but not by way of any limitation whatsoever of the foregoing quitclaim, AWAC does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to Mill Pond any and all interest claimed by AWAC in the Mill Pond Property pursuant to the deeds/documents described in Exhibit "B" attached hereto and incorporated herein.

ARROWHEAD WOODS ARCHITECTURAL COMMITTEE, INC.,  
A CALIFORNIA NONPROFIT MUTUAL BENEFIT  
CORPORATION

By: Stacy McKay  
9/29/09 Its Dee / Pres

STATE OF CALIFORNIA )  
COUNTY OF San Bernardino )

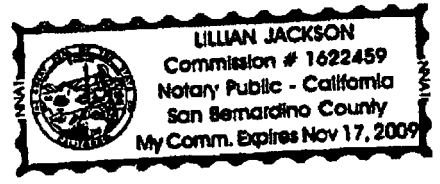
On September 29, 2009, before me, Lillian Jackson, Notary Public,  
personally appeared Stacy McKay  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~is~~  
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Lillian Jackson  
Signature

(Seal)



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 15, AND THE NORTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED AREA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 101, TRACT NO. 2492, ARROWHEAD WOODS, TRACT NO. 76, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 35 OF MAPS, PAGES 57 TO 59 INCLUSIVE, RECORDS OF SAID COUNTY; THENCE SOUTH 22 DEGREES 37 MINUTES EAST 88.18 FEET ALONG THE WESTERLY LINE OF SAID LOT 101 TO THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE ALONG THE EASTERLY LINE OF SAID TRACT NO. 2492, NORTH 46 DEGREES 44 MINUTES EAST 82 FEET; THENCE NORTH 19 DEGREES 38 MINUTES EAST 153 FEET; THENCE NORTH 2 DEGREES 36 MINUTES EAST 372 FEET; THENCE NORTH 9 DEGREES 39 MINUTES WEST 135.31 FEET; THENCE NORTH 35 DEGREES 10 MINUTES EAST 123 FEET; THENCE NORTH 2 DEGREES 3 MINUTES EAST 67.34 FEET; THENCE NORTH 15 DEGREES 25 MINUTES WEST 99 FEET; THENCE NORTH 10 DEGREES 30 MINUTES EAST 49 FEET; THENCE SOUTH 84 DEGREES 3 MINUTES EAST 30 FEET; THENCE NORTH 20 DEGREES 35 MINUTES WEST 59 FEET; THENCE NORTH 35 DEGREES 42 MINUTES EAST 54.30 FEET; THENCE NORTH 82 DEGREES 15 MINUTES EAST 108.40 FEET; THENCE NORTH 49 DEGREES 4 MINUTES EAST 45.42 FEET; THENCE NORTH 5 DEGREES 7 MINUTES EAST 156.50 FEET; THENCE NORTH 86 DEGREES 55 MINUTES EAST 54.18 FEET; THENCE SOUTH 82 DEGREES 19 MINUTES EAST 108.42 FEET; THENCE NORTH 57 DEGREES 17 MINUTES EAST 22.83 FEET; THENCE NORTH 14 DEGREES 23 MINUTES EAST 64.65 FEET TO THE NORTHEAST CORNER OF LOT 126, AS SHOWN ON THE PLAT OF TRACT NO. 2492; THENCE ALONG THE SOUTHERLY AND EASTERLY LINE OF FREMONT ROAD AS SHOWN ON SAID PLAT SOUTH 81 DEGREES 21 MINUTES EAST 10.05 FEET; THENCE NORTH 14 DEGREES 23 MINUTES EAST 136.97 FEET; THENCE NORTH 01 DEGREE 54 MINUTES EAST 99.90 FEET; THENCE NORTH 5 DEGREES 44 MINUTES WEST 12.71 FEET; THENCE LEAVING

THE WESTERLY LINE OF FREMONT ROAD NORTH 42 DEGREES 27 MINUTES 30 SECONDS EAST 434.14 FEET TO A POINT FROM WHICH THE SOUTHEAST CORNER OF SECTION 15 BEARS SOUTH 24 DEGREES 34 MINUTES EAST A DISTANCE OF 634.78 FEET; THENCE SOUTH 14 DEGREES 42 MINUTES EAST 160.13 FEET; THENCE SOUTH 17 DEGREES 55 MINUTES WEST 193.84 FEET; THENCE SOUTH 4 DEGREES 32 MINUTES WEST 89.38 FEET; THENCE SOUTH 7 DEGREES 2 MINUTES EAST 174.61 FEET; THENCE SOUTH 6 DEGREES 34 MINUTES EAST 92.05 FEET; THENCE SOUTH 22 DEGREES 36 MINUTES EAST 127.60 FEET; THENCE SOUTH 17 DEGREES 8 MINUTES WEST 104.50 FEET; THENCE SOUTH 5 DEGREES 51 MINUTES WEST 174.40 FEET; THENCE SOUTH 2 DEGREES 55 MINUTES EAST 69.63 FEET; THENCE SOUTH 2 DEGREES 25 MINUTES EAST 173.65 FEET; THENCE SOUTH 7 DEGREES 39 MINUTES WEST 67.93 FEET; THENCE SOUTH 2 DEGREES 30 MINUTES WEST 76.75 FEET; THENCE SOUTH 8 DEGREES 44 MINUTES EAST 65.09 FEET; THENCE SOUTH 25 DEGREES 24 MINUTES EAST 71.80 FEET; THENCE SOUTH 46 DEGREES 43 MINUTES EAST 100.04 FEET; THENCE SOUTH 4 DEGREES 30 MINUTES WEST 119.36 FEET; THENCE SOUTH 2 DEGREES 52 MINUTES WEST 167.70 FEET; THENCE SOUTH 72 DEGREES 49 MINUTES WEST 101.37 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES WEST 160.14 FEET; THENCE SOUTH 80 DEGREES 9 MINUTES WEST 192.46 FEET; THENCE SOUTH 63 DEGREES 40 MINUTES WEST 178.25 FEET; THENCE NORTH 60 DEGREES 36 MINUTES WEST 116.17 FEET; THENCE SOUTH 72 DEGREES 20 MINUTES WEST 208.60 FEET; THENCE SOUTH 35 DEGREES 56 MINUTES WEST 115.61 FEET; THENCE NORTH 54 DEGREES 44 MINUTES WEST 107.85 FEET; THENCE NORTH 2 DEGREES 10 MINUTES EAST 165.15 FEET; THENCE NORTH 10 DEGREES 2 MINUTES WEST 106.21 FEET TO A POINT IN THE SOUTH LINE OF FREMONT ROAD AS SHOWN ON THE MAP OF TRACT NO. 2492; THENCE ON THE SOUTHERLY LINE OF FREMONT ROAD, NORTH 76 DEGREES 38 MINUTES EAST 40.90 FEET TO THE POINT OF BEGINNING.

SAID LAND IS ALSO NOW KNOWN AS TRACT MAP 15740 IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING A SUBDIVISION OF A PORTION OF THE SOUTHEAST 1/4 OF SECTION 15 AND THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, SAN BERNARDINO COUNTY, CALIFORNIA, RECORDED ON NOVEMBER 22, 2006 AS DOCUMENT NO. 2006-0797792 IN BOOK 324 OF TRACT MAPS, PAGE 43-50.

## **EXHIBIT "B"**

1. That certain Corporation Grant Deed executed by Arrowhead Lake Corporation, a California Corporation, and recorded in the Official Records of San Bernardino County on November 29, 1944, in Book 1727, Page 147, as Instrument No. 65.
2. That certain Grant Deed executed by Arrowhead Lake Corporation, a California Corporation recorded in the Official Records of San Bernardino County on November 24, 1945 in Book 1838, Page 161, as Instrument No. 119.
3. That certain Corporation Quitclaim Deed executed by Arrowhead Mutual Service Company, a California Corporation, and recorded in the Official Records of San Bernardino County on July 7, 1965, in Book 6425, Page 729, as Instrument No. 447.
4. That certain Corporation Quitclaim Deed executed by Arrowhead Lake Association, a California non-profit corporation, and recorded in the Official Records of San Bernardino County on July 7, 1976, in Book 8963, Page 1166, as Instrument No. 794.
5. That certain Assignment and Quitclaim of Rights, Powers and Reservations Contained in Deed executed by Gardena Service Company, a California corporation and recorded in the Official Records of San Bernardino County on December 20, 1990, as Instrument No. 90-501337.

# EXHIBIT (12)

RECORDING REQUESTED BY

John G. Würm

WHEN RECORDED MAIL DOCUMENT TO:

LAW OFFICES OF JOHN G. WÜRM  
P.O. BOX 1875  
LAKE ARROWHEAD, CA 92352

Recorded In Official Records, County of San Bernardino

10/10/2017



**BOB DUTTON**  
ASSESSOR - RECORDER - CLERK

8:30 AM  
NP  
SAN

P Counter

Doc#: 2017-0415742

Titles: 1 Pages: 3



Fees	31.00
Taxes	0.00
Other	0.00
<b>PAID</b>	<b>\$31.00</b>

QUITCLAIM DEED



THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)





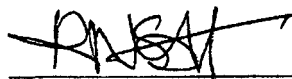
RECORDING REQUESTED BY AND WHEN  
RECORDED RETURN TO:

JOHN G. WURM.  
LAW OFFICES OF JOHN G. WURM  
P.O. BOX 1875  
LAKE ARROWHEAD, CA 92352

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor declares:

- (1) Documentary transfer tax is: -0-. This grant is a relinquishment of rights without any consideration owed that the Grantor has received in return for the grant.
- (2) The Assessor's Parcel No. is 335-114-03, 02, 01;  
335-113-17, 16, 56, 52



Signature of declaring grantor or grantee

### QUITCLAIM DEED

(Excluded from reappraisal under California Constitution Article 13A § 1 et seq.)

**ARROWHEAD WOODS ARCHITECTURAL COMMITTEE, a California Corporation,** quitclaims any and all of its interest in the real property described below in Tract 53, which are in the unincorporated area of San Bernardino County, California, to the owners of said respective lots which affects any and all rights, powers to enforce, covenants, conditions, restrictions, and reservations, to said real property; including that certain Grant Deed recorded August 9, 1922 at Book 764, Page 17;

<u>Lot</u>	<u>Owner/Grantee</u>
Lot 8, Tract 53	Skyla LLC, 28079 Lakes Edge Rd., Lake Arrowhead, CA
Lot 9, Tract 53	Skyla LLC, 28079 Lakes Edge Rd., Lake Arrowhead, CA
Lot 10, Tract 53	Burren One LLC, 28069 Lakes Edge Rd., Lake Arrowhead, CA
Lot 12, Tract 53	Stephen C. Durringer and Wendy L. Durringer, 28059 Highway 189, Lake Arrowhead, CA
Lot 13, Tract 53	Hermine Murra, 28051 Lakes Edge Rd., Lake Arrowhead, CA
Lot 14, Tract 53	Arrowhead Adventure LLC, 28041 Lakes Edge Rd., Lake Arrowhead, CA
Lot 16, Tract 53	Miccaso Group LLC, 28011 Highway 189, Lake Arrowhead, CA

Dated: October 6, 2017



RICHARD W. SCOTT, President of  
ARROWHEAD WOODS ARCHITECTURAL  
COMMITTEE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

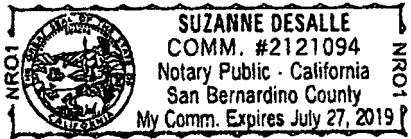
STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF SAN BERNARDINO )

On October 6, 2017 before me, Suzanne DeSalle, Notary Public, personally appeared RICHARD W. SCOTT, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.

Signature *Suzanne DeSalle* (Seal)  
Dated: Oct. 6, 2017



I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE PUBLIC RECORD, CONSISTING OF 3 PAGES, ON FILE IN THIS OFFICE. (SEAL SHOULD APPEAR IN PURPLE INK).

October 16, 2017

  
BOB DUTTON  
ASSESSOR-RECORDER-CLERK  
SAN BERNARDINO COUNTY, CA



01 - 54107 <sup>6</sup>

**EXHIBIT (13)**



**ARROWHEAD WOODS ARCHITECTURAL COMMITTEE**

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**ABOUT AWAC:**  
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 Architectural Committee, Inc.

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 Individual Tracts

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**DOWNLOAD FORMS:**  
 AWAC Application Form  
 Plan Application Agreement

**CONTACT US:**  
 Email Us

**APPLICATIONS & FORMS**

**Permit Application and Plan Review Fee Schedule**

Plans and application forms must be submitted eight days prior to the meeting to be considered for review. Property owners may schedule an appointment to attend the meeting.

**Fees for New Home Construction and Additions** are based on the total square footage of the project. Living space, storage space and garage space to be included when calculating the total square footage. The permit fee is determined on an increasing scale based on the size of the project. A deposit is required (in addition to the permit fee) for all new homes and additions. Deposits are \$1,500 for projects over 250 square feet and \$500 for projects under 250 square feet. The deposit is required at the time of application.

New Homes & Additions – First 1,000 sq feet	<b>\$800</b>
For each additional 500 sq feet the fee increases by (Example: 2,000 square foot home would be \$1,200)	<b>\$200</b>
Carport	<b>\$800</b>
Decks, Stairs & Retaining Walls	<b>\$300</b>
Dormers	<b>\$300</b>
Fences	<b>\$225</b>
Hardscape	<b>\$225</b>
Misc.	<b>\$150</b>
Outbuildings (under 120 sq. ft)	<b>\$250</b>
Painting and/or Siding	<b>\$50</b>
Roofing	<b>\$50</b>
Solar Panels	<b>\$200</b>
Tree Inspections for Trim or Removal	<b>\$50</b>
Window or Doors (Adding)	<b>\$150</b>
Deposit for New Home/Additions over 250 sq feet	<b>\$1,500</b>
Deposit for Additions under 250 sq feet	<b>\$500</b>
Additional Inspections/Administration Fee	<b>\$50 - \$1,000</b>

The Committee reserves the right to assess additional inspection fees for all plans, which are rejected or require additional information or site inspection due to poorly prepared plans or non-compliance. Please ensure your plans are correct and meet AWAC guidelines. Permit fees are non-refundable.

Homeowners who fail to obtain AWAC approval prior to the commencement of their project (including painting and roofing) will be assessed an Additional Inspection Fee, Administration Fee and/or fine based on the extent of the project.

To encourage full completion of projects, projects not completed within a reasonable amount of time may be required to reapply with AWAC and may be subjected to additional fees. Permits are valid for 18-months from the original AWAC approval date unless otherwise stated. Projects started prior to AWAC approval will be

subjected to fines, inspection and reinspection fees and increased scrutiny to ensure completion of the project and compliance with CC&Rs.

**Deposit Request** - New home construction and additions are subject to a deposit (noted on previous page) , which shall accompany the application. The deposit will be refunded when the following conditions are met: (1) Written request is made within 30 days' of completion; and (2) Inspection at the site reveals the project is built as submitted, reviewed and approved by AWAC. Failure to comply with the approved AWAC plans will result in some or all of the deposit being retained. Failure to request the deposit within 30 days' of completion will result in the forfeit of the full deposit amount.

**Unauthorized Tree Work** - Tree work performed illegally (that is, without prior approval from AWAC) will result in property owners paying for damages that resulted from tree cutting, trimming and/or removing. Substantial monetary damages have been and will be improved when trees have been removed without prior approval and/or trimmed to improve a view. The application fee is for one inspection. If multiple inspections are required, an additional fee per inspection will be required. In some cases, a property survey may be required to ascertain ownership of the tree (s) in question.

**Applications & Forms**

Application for Roof

Application for Paint and/or Siding

AWAC Application Form

AWAC Agreement Form

Arrowhead Woods Architectural Committee, Inc.  
A California Non-Profit Mutual Benefit Corporation  
P.O. Box 2026 - Lake Arrowhead CA 92352  
Phone: (909) 336-2755 - Fax: (909) 336-1016 - E-Mail: [info@awac.biz](mailto:info@awac.biz)