

**TRACT NO. 7915**  
**ARROWHEAD WOODS TRACT NO. 115**  
**Lake Arrowhead, California**

**DECLARATION OF RESTRICTIONS**

**Recorded:**

**August 15, 1968**

**Book 7078, Page 128**

**Official Records of San Bernardino County**

## DECLARATION OF RESTRICTIONS

Lake Arrowhead, California

Tract 7915

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This Declaration, made this 7th day of August, 1968, by TITLE INSURANCE AND TRUST COMPANY, a California corporation (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of record of that certain real property in the County of San Bernardino, State of California, hereinafter described, and

WHEREAS, Declarant desires to establish a general plan (hereinafter called "said general plan") for the improvement and development of said property (hereinafter referred to as "said Tract"), which is hereinafter more particularly described, and

WHEREAS, in accordance with said general plan, Declarant desires to subject said Tract to the following covenants, conditions, restrictions and reservations (hereinafter referred to as the "conditions"), upon and subject to which all or any portion of said Tract shall be held, improved and conveyed;

NOW, THEREFORE, KNOW ALL MEN  
BY THESE PRESENTS:

That Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of the said Tract and that in accordance with said general plan said Tract is and shall be held and conveyed upon and subject to the conditions hereinafter set forth, each and all of which are for the benefit of the owner of each part or portion of the said Tract and each and all of which (a) shall apply to and bind not only the Declarant while the owner of any part or portion of said Tract, but also each and every future owner thereof or of any

part thereof; (b) shall inure to the benefit of not only the Declarant but also to the benefit of each, every and any future owner of each, every and any portion or portions of the said Tract and to the benefit of Lake Arrowhead Development Co., a California corporation; (c) shall run with and be binding upon said Tract; and (d) may be enforced not only by the Declarant, its successors and assigns, and by Lake Arrowhead Development Co., but also be each and every and any future owner of any portion of the said Tract.

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

#### I

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

Lots 1 to 249, inclusive, of Tract No. 7915, Arrowhead Woods Tract No. 115, as per map recorded in Book 101 of Maps, pages 64 to 71, inclusive, records of San Bernardino County, California.

#### II

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

(a) "Said Tract" means the property described in Article I hereof.

(b) "Building", "structure" and "outbuilding" shall include both the main portion of said structures and all projections therefrom.

(c) "Lot" means one of the numbered parcels on the map of said Tract recorded in the office of the County Recorder of San Bernardino County, California.

(d) "Street" means any street, highway or other thoroughfare shown on the map of said Tract.

(e) "Golf Course" means the property more particularly described as follows:

PARCEL NO. 1

A portion of Sections 17 and 20, Township 2 North, Range 3 West, SAN BERNARDINO BASE AND MERIDIAN, in the County of San Bernardino, State of California, being more particularly described as follows:

BEGINNING at the Northeast corner of the Northwest one-quarter of the Northwest one-quarter of said Section 20; thence South  $0^{\circ} 10' 15''$  East along the East line of the Northwest one-quarter of the Northwest one-quarter of said Section 20, a distance of 1228.08 feet; thence South  $13^{\circ} 46' 35''$  West 326.24 feet; thence North  $76^{\circ} 13' 25''$  West 105.00 feet; thence North  $34^{\circ} 15' 14''$  East 95.59 feet; thence North  $17^{\circ} 47' 15''$  East 96.68 feet; thence North  $5^{\circ} 27' 58''$  West 440.63 feet; thence North  $35^{\circ} 38' 32''$  West 104.10 feet; thence North  $38^{\circ} 41' 58''$  West 395.59 feet; thence North  $24^{\circ} 34' 02''$  West 162.56 feet; thence North  $23^{\circ} 46' 53''$  West 194.80 feet; thence North  $8^{\circ} 11' 50''$  West 82.16 feet; thence North  $81^{\circ} 48' 00''$  East 128.10 feet; thence North  $33^{\circ} 28' 29''$  West 125.00 feet to a point on a curve concave to the Northwest and having a radius of 175.00 feet, the semi-tangent of which curve bears North  $56^{\circ} 31' 31''$  East; thence Northeasterly along the arc of said curve through a central angle of  $51^{\circ} 46' 10''$  a distance of 158.12 feet to the beginning of a reverse curve concave to the Southeast and having a radius of 175.00 feet; thence Northeasterly along the arc of said curve through a central angle of  $59^{\circ} 26' 39''$  a distance of 181.56 feet to the beginning of a reverse curve concave to the Northwest and having a radius of 175.00 feet; thence Northeasterly along the arc of said curve through a central angle of  $34^{\circ} 08' 30''$  a distance of 104.28 feet; thence leaving the arc of said curve South  $59^{\circ} 56' 30''$  East 115.00 feet; thence North  $27^{\circ} 09' 16''$  East 403.78 feet; thence North  $27^{\circ} 14' 38''$  West 180.49 feet; thence South  $47^{\circ} 21' 08''$  West 115.00 feet to a point on a curve concave to the West and having a radius of 125.00, the semi-tangent of which curve bears North  $42^{\circ} 38' 52''$  West; thence Northwesterly along the arc of said curve through a central angle of  $52^{\circ} 08' 08''$  a distance of 113.74 feet to the beginning of a reverse curve concave to the North and having a radius of 125.00 feet; thence Westerly along the arc of said curve through a

central angle of  $43^{\circ} 04' 43''$  a distance of 93.98 feet to the beginning of a reverse curve concave to the South and having a radius of 425.00 feet; thence Westerly along the arc of said curve through a central angle of  $47^{\circ} 15' 18''$  a distance of 350.52 feet; thence South  $81^{\circ} 02' 25''$  West 164.60 feet to the beginning of a curve concave to the North and having a radius of 275.00 feet; thence Westerly along the arc of said curve through a central angle of  $47^{\circ} 37' 53''$  a distance of 228.61 feet; thence North  $51^{\circ} 19' 42''$  West 177.80 feet; thence North  $38^{\circ} 40' 18''$  East 125.00 feet; thence South  $87^{\circ} 04' 11''$  East 179.23 feet; thence North  $79^{\circ} 50' 27''$  East 175.76 feet; thence North  $63^{\circ} 43' 33''$  East 88.10 feet; thence North  $85^{\circ} 23' 22''$  East 124.40 feet; thence South  $80^{\circ} 01' 46''$  East 444.72 feet; thence North  $72^{\circ} 30' 28''$  East 173.00 feet; thence North  $1^{\circ} 08' 45''$  West 150.03 feet; thence North  $8^{\circ} 53' 45''$  West 116.40 feet; thence North  $19^{\circ} 39' 14''$  West 163.53 feet; thence North  $9^{\circ} 20' 41''$  West 80.06 feet; thence North  $1^{\circ} 09' 19''$  West 1190.24 feet; thence North  $10^{\circ} 06' 50''$  East 375.84 feet; thence North  $9^{\circ} 54' 15''$  West 191.86 feet; thence North  $18^{\circ} 31' 35''$  West 198.28 feet; thence North  $29^{\circ} 52' 01''$  West 232.94 feet; thence North  $4^{\circ} 09' 35''$  East 165.44 feet; thence North  $26^{\circ} 06' 50''$  West 113.60 feet; thence North  $64^{\circ} 46' 34''$  East 133.75 feet; thence South  $70^{\circ} 14' 47''$  East 618.39 feet; thence South  $6^{\circ} 57' 39''$  West 346.55 feet; thence South  $7^{\circ} 15' 06''$  East 728.83 feet; thence North  $78^{\circ} 44' 32''$  East 215.14 feet; thence North  $7^{\circ} 51' 12''$  East 87.82 feet; thence North  $39^{\circ} 08' 02''$  East 101.88 feet; thence East 93.00 feet to the Northwest corner of Lot No 285 of Tract No. 6397 as per plat recorded in Book 81 of Maps, pages 30 to 35, inclusive, records of said County; thence South  $8^{\circ} 34' 13''$  East along the Westerly line of said Tract No. 6397 a distance of 382.49 feet; thence South  $39^{\circ} 24' 16''$  East 101.13 feet; thence South  $26^{\circ} 28' 23''$  East 76.41 feet; thence South  $16^{\circ} 37' 38''$  West 492.62 feet; thence South  $15^{\circ} 07' 04''$  East 210.32 feet; thence South  $34^{\circ} 11' 52''$  East 203.88 feet; thence South  $49^{\circ} 56' 06''$  East 195.48 feet; thence South  $46^{\circ} 33' 14''$  East 338.82 feet; thence North  $43^{\circ} 26' 46''$  East 125.00 feet to the beginning of a curve concave to the Southwest and having a radius of 680.00 feet the semi-tangent of which curve bears South  $46^{\circ} 33' 14''$  East; thence Southeasterly along the arc of said curve

through a central angle of  $31^{\circ} 47' 48''$  a distance of 377.37 feet; thence North  $85^{\circ} 51' 21''$  West 296.69 feet; thence South  $76^{\circ} 46' 31''$  West 105.52 feet; thence South  $50^{\circ} 03' 05''$  West 72.64 feet; thence South  $35^{\circ} 04' 02''$  West 128.94 feet; thence South  $84^{\circ} 57' 05''$  West 79.52 feet; thence South  $25^{\circ} 37' 36''$  East 185.02 feet; thence South  $44^{\circ} 15' 51''$  West 295.54 feet to a point on the North line of Grass Valley Road, 66.00 feet wide; thence North  $79^{\circ} 47' 30''$  West 92.79 feet to the beginning of a tangent curve concave to the South having a radius of 633.00 feet; thence Westerly along the arc of said curve through a central angle of  $17^{\circ} 56' 03''$  a distance of 198.14 feet; thence South  $82^{\circ} 16' 27''$  West 242.41 feet to the beginning of a curve concave to the Southeast and having a radius of 358.00 feet; thence Southwesterly along the arc of said curve through a central angle of  $65^{\circ} 20' 27''$  a distance of 408.27 feet; thence South  $16^{\circ} 56' 00''$  West 269.72 feet to the beginning of a curve concave to the East and having a radius of 333.00 feet; thence Southerly along the arc of said curve through a central angle of  $9^{\circ} 36' 56''$  a distance of 55.88 feet to a point in the North line of Section 20, which point bears North  $89^{\circ} 16' 30''$  East 69.82 feet from the Northeast corner of the Northwest one-quarter of the Northwest one-quarter of said Section 20; thence South  $89^{\circ} 16' 30''$  West 69.82 feet to the point of beginning and containing 100.15 acres, more or less.

#### PARCEL NO. 2

That portion of Sections 17 and 18, Township 2 North, Range 3 West, San Bernardino Base and Meridian, in the County of San Bernardino, State of California, according to Government Survey, described as follows:

BEGINNING at a point on the North line of the Southeast quarter of the Southeast quarter of said Section 18, which is South  $89^{\circ} 13' 35''$  West 342.00 feet from the Northeast corner of the Southeast quarter of the Southeast quarter of said Section 18; thence South  $00^{\circ} 46' 25''$  East 90.00 feet; thence South  $83^{\circ} 46' 00''$  East 80.00 feet, thence South  $54^{\circ} 36' 00''$  East 220.00 feet, thence South  $62^{\circ} 46' 00''$  East 75.00 feet, thence North  $59^{\circ} 04' 58''$  East 47.98 feet to a point on the Southwesterly line of Brentwood Drive, 50.00 feet wide,

as per plat of Tract No. 6489, Arrowhead Woods Tract No. 101, recorded in Book 83 of Maps, Pages 76 to 83, inclusive, records of said County, said point being on a curve concave to the Northeast having a radius of 275.00 feet, a radial line from said point bears North  $59^{\circ} 04' 58''$  East; thence Southeasterly along the boundary of said Tract No. 6489, following its various courses, and along the arc of said curve 97.97 feet through a central angle of  $20^{\circ} 24' 40''$ ; thence South  $51^{\circ} 19' 42''$  East 187.80 feet to the beginning of a curve concave to the Northeast and having a radius of 325.00 feet; thence Southeasterly along the arc of said curve through a central angle of  $17^{\circ} 51' 37''$  a distance of 101.31 feet to the beginning of a reverse curve concave to the Southwest and having a radius of 20.00 feet; thence Southeasterly along the arc of said curve through a central angle of  $83^{\circ} 20' 31''$  a distance of 29.09 feet; thence South  $14^{\circ} 09' 12''$  West 85.83 feet to the beginning of a curve concave to the Northwest and having a radius of 20.00 feet; thence Southwesterly along the arc of said curve through a central angle of  $80^{\circ} 24' 21''$  a distance of 28.07 feet to the beginning of a reverse curve concave to the South and having a radius of 220.00 feet; thence Westerly along the arc of said curve through a central angle of  $11^{\circ} 33' 29''$  a distance of 44.38 feet to the beginning of a reverse curve concave to the North and having a radius of 180.00 feet; thence Westerly along the arc of said curve through a central angle of  $38^{\circ} 40' 26''$  a distance of 121.50 feet; thence North  $58^{\circ} 19' 30''$  West 437.00 feet; thence South  $31^{\circ} 40' 30''$  West 259.23 feet; thence South  $13^{\circ} 19' 30''$  East 99.00 feet; thence South  $58^{\circ} 19' 30''$  East 430.00 feet; thence South  $62^{\circ} 53' 15''$  East 154.30 feet; thence North  $74^{\circ} 52' 11''$  East 144.61 feet; thence North  $37^{\circ} 12' 28''$  East 107.14 feet; thence South  $51^{\circ} 17' 10''$  East 102.90 feet; thence South  $89^{\circ} 58' 32''$  East 384.58 feet; thence South  $25^{\circ} 19' 30''$  West 136.00 feet; thence South  $64^{\circ} 05' 56''$  East 103.80 feet to a point on a curve concave to the Southeast and having a radius of 225.00 feet, the semi-tangent of which curve bears South  $31^{\circ} 00' 03''$  West; thence Southwesterly along the arc of said curve through a central angle of  $10^{\circ} 11' 58''$  a distance of 40.05 feet; thence leaving the arc of said curve North  $64^{\circ} 05' 56''$  West a distance of 103.39 feet; thence South  $25^{\circ} 19' 30''$  West 106.26 feet; thence South  $76^{\circ} 17' 46''$  West 120.69 feet:

68° 32' 00" West 80.00 feet; to the most Northerly corner of Lot 64, said Tract No. 6489; thence leaving the boundary of said Tract No. 6489, North 79° 09' 09" West 81.39 feet; thence North 74° 32' 32" West 95.53 feet; thence North 87° 48' 52" West 220.92 feet; thence North 61° 03' 36" West 97.13 feet; thence North 53° 11' 29" West 597.70 feet; thence North 60° 15' 00" West 210.00 feet; thence North 28° 58' 19" West 80.80 feet; thence North 14° 44' 37" West 58.91 feet; thence North 64° 30' 00" West 45.00 feet; thence North 06° 23' 42" East 95.25 feet; thence North 64° 30' 00" West 500.00 feet; thence North 16° 53' 09" West 54.08 feet; thence North 83° 39' 36" East 199.22 feet; thence North 01° 03' 14" East 171.16 feet to a point in the North line of the Southeast quarter of the Southeast quarter of said Section 18, which is South 89° 13' 35" West 1145.76 feet from the Northeast corner of the Southeast quarter of the Southeast quarter of said Section 18; thence North 89° 13' 35" East along the North line of the Southeast quarter of the Southeast quarter of said Section 18, a distance of 803.76 feet to the POINT OF BEGINNING.  
Contains 25.12 acres, more or less.

(f) "Said general plan" means the general plan herein provided for.

### III

(a) No building, garage, patio, outbuilding, fence or other structure shall be constructed, erected, altered, remodeled, placed, maintained or be permitted to remain on said Tract or any portion thereof unless and until three complete sets of plans and specifications thereof, including finished grading plans, plot plan showing location of such structure on the building site, floor and roof plan, exterior elevations, sections and salient exterior details and color scheme, including the type and location of hedges, walls and fences, shall have been submitted to and approved in writing by any two (2) members of the "Architectural Committee," which shall be composed of four (4) members, selected as hereinafter set forth.

(b) The members of the Architectural Committee shall be selected and appointed by Lake Arrowhead Development Co.



Any member of the Architectural Committee may be removed at any time, with or without cause, and his successor appointed by Lake Arrowhead Development Co. The Architectural Committee shall be initially composed of the following four members:

Charles F. Grigsby  
Donald Miller  
E. C. Mower  
Herman Ruhnau

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

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

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

other building sites.

(f) If the Committee fails to approve or disapprove such plans and specifications and plot plan within thirty (30) days after said plans, specifications and plot plan have been submitted to it, and payment of the fee provided for in subparagraph (c) hereof, it shall be presumed that the Committee has approved said plans, specifications and plot plan as submitted. If, after such plans and specifications and plot plan have been approved, the building, fence, wall or other structure shall be altered, erected or maintained upon the lot or building site otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee having been obtained as required by this Declaration.

The Committee may require as a condition of approval, a certification, upon such form as it shall furnish, of the Contractor, or owner, or a licensed surveyor, as it shall elect, that no building, garage, patio, outbuilding, fence or other structure constructed, erected, altered, remodeled, placed or maintained pursuant to such plans and specifications and plot plan violates any set back, rule, ordinance, or statute, nor encroaches upon any easement, right, or right of way of record.

If such certification has been required, it shall be delivered to the Committee within ten (10) days after Notice of Completion has been filed for record in the office of the Recorder of the County of San Bernardino. If not so delivered within said ten (10) days, or if so delivered and said certification is later determined to be falsely or erroneously made, such building, garage, patio, outbuilding, fence or other structure shall be deemed to have been constructed, erected, altered, remodeled, placed and maintained without the approval of the Committee having been obtained as required by this Declaration.

The failure of the Committee to require such certification shall not be deemed or construed to be a waiver of any of the conditions herein.

(g) For the purpose of making a search upon or guaranteeing or insuring title to any lien on and/or interest in any lot or parcel or building site of said Tract, and for the purpose of

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

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

#### IV

(a) No building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on Lots 1 to 249, inclusive, other than one single family dwelling designed for occupation for not more than one family together with appurtenant outbuildings; provided, however, that if and while two or more of said lots in said Tract or portions thereof having a combined area equal to or greater than the original area of either of said lots which are contiguous are held in the same ownership and only one main residence is located on said combined area, the other lot or lots or portions thereof may be used for private outbuildings and grounds appurtenant to such main residence.

(b) There shall not be erected or maintained on Lot 37, Lots 42 to 91, inclusive, Lots 93 to 95, inclusive, Lots 97 to 227, inclusive, Lot 245, Lot 248 and Lot 249, any residence which shall

carports, garages and covered porches.

(c) There shall not be erected or maintained on Lots 38 to 41, inclusive, Lot 92, Lot 96, Lots 228 through 244, inclusive, Lot 246 and Lot 247, any residence which shall have a living area of less than 1,200 square feet, exclusive of carports, garages and covered porches.

(d) There shall not be erected or maintained on Lots 1 through 36, inclusive, any residence which shall have a living area of less than 1,400 square feet, exclusive of carports, garages and covered porches.

(e) Each lot described in subdivision (a) of this Paragraph IV shall be subject to the following setback provisions:

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

(2) A side yard shall be maintained on each of said lots of at least ten (10) feet in depth from all side property lines to the building line of any structure, with a minimum clearance of 7½ feet from eaves or other projections to the side property line.

(3) An attached garage, a detached garage, or other auxiliary buildings or structures, not maintained or used for human habitation, shall be located to provide a minimum 7½ foot clearance from the side property line of each lot to eaves or other projections, when the auxiliary building or structure is a minimum of 20 feet to the rear of the front wall of the residence nearest the street, if attached, or 40 feet to the rear of the front wall of the residence nearest the street, if detached.

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

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

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

(b) No fence, wall or hedge shall be planted, erected, located or maintained upon any lot in such location or at such height as to unreasonably obstruct the view from any other lot or lots in said Tract; and, provided further that no fence, wall or hedge whatsoever shall be planted, erected, located or maintained between any residence and the golf course on any lot which is located adjacent to or contiguous with the Golf Course property. The Architectural Committee shall have the power and authority to modify the conditions and restrictions contained in this subdivision (b) of Paragraph V as to any lot in said Tract, if said Architectural Committee, in its absolute discretion, deems it necessary or advisable to do so.

(c) If due to the shape or topography thereof, the owner of any lot should desire to install thereon any building, structure or improvement so close to any boundary line of such lot that it would violate the setback provisions contained in Paragraph IV hereof, he may present a plat of the proposed location thereof and the full plans and specifications therefor to said Architectural Committee, together with such contour map as may be required by such Committee. If said Committee should in its discretion determine that the desired location is of prime importance to the convenient and beneficial use of such lot and that, in the light of the other circumstances, including the proposed plan, such building structure or improvement so located will not be unduly detrimental to said Tract in general or to adjoining properties in particular and if such committee should approve in writing the proposed location thereof and the plans and specifications therefor, then and in such events, the erection and maintenance of such building, structure or improvement on such approved location and in accordance with such approved

plans and specifications may be effected notwithstanding the limitations expressed in Paragraph IV hereof. Provided, further, that such approval by the Architectural Committee shall not relieve the owner from obtaining the consent and approval, when necessary, of the appropriate department or commission of the County of San Bernardino.

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

(e) No person, except Lake Arrowhead Development Co. or its duly authorized agent, or its successors in interest, shall erect or maintain upon any part of said Tract or any lot or building site, any sign, advertisement, billboard, or other advertising structure of any kind; provided, however, that the owner of any lot in said Tract shall have the right to place or display on his property a "for sale" sign of customary and reasonable dimensions.

(f) No horses, cattle, cows, sheep, rabbits, pigs or other animals, fowls or poultry, shall be kept, raised or permitted on said Tract or any part thereof, except that domestic cats, dogs and birds may be kept as household pets upon said Tract, provided, that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities.

## VI

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

(a) All of the trees, and all of the roots, branches and parts thereof, growing on or that may hereafter grow, stand or be upon said Tract, 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 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 Declarant, 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.  
or construction of buildings or improvements on any of said lots.

(b) All the water and water rights, in, under, or flowing over, said property, or appurtenant thereto, or to any part thereof, including the right to develop water thereon, transport or export water therefrom;

(c) An easement and right of way for the construction, alteration, operation, and/or maintenance of tunnels, conveyances, and/or pipes for the transmission, storage or use of water for power or irrigation purposes, irrespective of whether such water use or purposes shall be appurtenant to the said property;

(d) An easement for the construction, maintenance and operation of sewer mains, laterals, manholes, sumps and appurtenant equipment over and across those portions of the lots shown on the recorded Map of Tract 7915 as sewer easements and those portions of said lots referred to as sewer easements on the Owner's Certificate shown on said Map;

(e) An easement for the use and benefit of the several public utility companies which are authorized to serve in Tract No. 7915, over and across those portions of the lots shown on the recorded Map of Tract 7915 as public utility easements and those portions of said lots referred to as public utility easements on the Owners's Certificate shown on said Map.

(f) An easement for the use and benefit of the Water Company which is authorized to serve in Tract No. 7915, over and across those portions of the lots shown on the recorded Map of Tract 7915 as water line easements and those portions of said lots referred to as water line easements on the Owner's Certificate shown on said Map.

Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channel in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for

those improvements for which a public authority or utility company is responsible.

- And any conveyance by the Declarant shall except such easements so reserved from any grant or conveyance hereafter made of said property. Each of the rights, easements and servitudes reserved hereunder (except as herein otherwise stipulated) shall at all times be and remain a continuing right, easement, and servitude which may be exercised, used, availed of and/or assigned, at any time and from time to time, and the exercise, use and/or assignment of any such right, easement, and/or servitude shall never affect or impair the power of the declarant grantor, its successors or assigns, to again exercise, use and/or assign each and every of said rights, easements and servitudes at any subsequent time.

## VII

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

Declarant asserts that any grant or conveyance of any lot in said Tract 7915, or any part thereof, shall be made upon the following covenants to be observed and accepted by the grantees, which shall also be conditions subsequent:

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

Such grantees will do whatever is necessary for the maintenance, care, growth and development of each and every such



tree and will for such purpose expend such funds and engage such expert personnel as may be reasonably necessary adequately to maintain and care for such trees.

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

#### VIII

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

#### IX

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

#### X

Said Tract and the lots and building sites included therein are subject to such easements and rights of way as may be necessary or convenient for erecting, constructing, maintaining and operating public service wires and conduits for lighting, heating, power, telephone and other methods of conducting and performing any public or quasi public utility service or function as such easements and rights of way are shown and designated on the map of said real property recorded in the Office of the County Recorder of San Bernardino County, California, and all of said easements and rights of way are reserved for the purposes herein and in said map set forth.

#### XI

(a) The covenants, conditions and restrictions herein contained shall run with said land and shall be binding and in force and effect until December 31, 2010, for the mutual benefit of all the lots and building sites in said Tract.

(b) At any time prior to December 31, 2010, the owners of record of lots or building sites in said Tract, subject to this

declaration, having an aggregate area equivalent to not less than 55% of the total area of all of said property, may extend the term during which said covenants, conditions and restrictions shall bind and affect said Tract to December 31, 2025, by executing and acknowledging an instrument in writing to that effect which shall be duly recorded with the County Recorder of San Bernardino County, California.

(c) The easements and reservations herein contained shall be perpetual unless released by the declarant grantor and/or those persons or corporations to whom such rights have been assigned and conveyed as herein provided.

## XII

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

(b) The violation or breach of any of the covenants, conditions, restrictions or reservations herein contained shall give the Declarant and/or Lake Arrowhead Development Co. and/or the Architectural Committee and/or any owner or owners of lots or building sites in said Tract the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the covenants, conditions, restrictions and reservations, to prevent or enjoin them from so doing, to cause said violation to be remedied, or to recover damages for said violation.

(c) The result of every act or omission whereby any covenant, condition, restriction or reservation herein contained is violated, in whole or in part, is hereby declared to be and shall

constitute a nuisance and every remedy allowed by law or in equity against an owner shall be applicable against every such result and may be exercised by Declarant, Lake Arrowhead Development Co., the Architectural Committee, or the owner or owners of any lot, building site or portion of said Tract.

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

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

### XIII

The owners of record of lots or building sites in said Tract having an aggregate area equivalent to not less than 55% of the total area of all of said property may, at any time, modify, amend, cancel or annul, with respect to all of said Tract, all or any of the covenants, conditions and restrictions contained in this Declaration and any supplement or amendment thereto, by instrument in writing signed by said owners and acknowledged by them so as to entitle it to be recorded in the Office of the County Recorder of San Bernardino County, California.

### XIV

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



RECORDING REQUESTED BY  
ARROWHEAD WOODS ARCHITECTURAL  
COMMITTEE

WHEN RECORDED MAIL TO  
NAME Arrowhead Woods  
Architectural Committee  
MAILING Post Office Box 2026  
ADDRESS  
CITY, STATE Lake Arrowhead, CA  
ZIP CODE 92352

Recorded in Official Records, County of San Bernardino



**LARRY WALKER**  
Auditor/Controller - Recorder

P Counter

12/15/2010  
12:40 PM  
SG

Doc#: 2010-0531614



Titles: 1 Pages: 4  
Fees 24.00  
Taxes 0.00  
Other 0.00  
PAID \$24.00

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**TITLE(S)**

CERTIFICATION OF AMENDMENT OF DECLARATION OF RESTRICTIONS

7915

Legal  
Solutions  
& Plus LS-201

**REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

**ARROWHEAD WOODS ARCHITECTURAL  
COMMITTEE  
POST OFFICE BOX 2026  
LAKE ARROWHEAD, CA 92352**

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**CERTIFICATION OF AMENDMENT OF DECLARATION OF  
RESTRICTIONS FOR TRACT 7915, SAN BERNARDINO COUNTY**

The undersigned, being the members of the Arrowhead Woods Architectural Committee, a California Corporation, appointed in writing by the record owners of lots numbered 1 to 249, inclusive, in Tract 7915, in the County of San Bernardino, having an aggregate area equivalent to not less than 55% of the total area of said Tract, do hereby certify that said record owners have executed a written instrument appointing the undersigned to execute and record a document on their behalf to extend the term of said Declaration of Restrictions recorded on August 15, 1968, at Book 7078, Page 128.

Pursuant to Article XIII of said Declaration of Restrictions,

Article III(h) is deleted and replaced with the following:

“The powers and duties of the Architectural Committee shall cease after December 31, 2025, unless prior to said date and effective thereon, a written instrument shall be executed by the record owners of a majority of the lots in said Tract and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers and authorities previously exercised by the Architectural Committee. Successors to the current members of the Architectural Committee shall be chosen by a majority of the then current members of the Architectural Committee.”

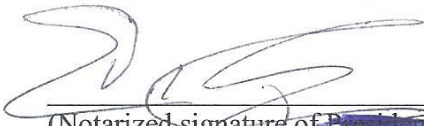

Article XI is deleted and replaced with the following:



(a) The covenants, conditions and restrictions herein contained shall run with said land and shall be binding and in force and effect until December 31, 2025, for the mutual benefit of all the lots and building sites in said Tract.


(b) At any time prior to December 31, 2025, a majority of the owners of record of lots or building sites in said Tract, subject to this declaration, may extend the term during which said covenants, conditions and restrictions shall bind and affect said Tract by executing an instrument in writing to that effect.

(c) The easements and reservations herein contained shall be perpetual unless released by the Declarant grantor and/or those persons or corporations to whom such rights have been assigned and conveyed as herein provided.

The undersigned further certifies that the Arrowhead Woods Architectural Committee is the successor in interest to the Title Insurance and Trust Company. This Certification is made pursuant to the authority granted to the Arrowhead Woods Architectural Committee by the said record owners of the lots in Tract 7915.

  
(Notarized signature of ~~President~~) Vice President 

  
(Notarized signature of ~~Vice President~~) President 

  
(Notarized signature of Secretary)

State of California )  
County of San Bernardino )

On December 9, 2010, before me, Lillian Jackson, Notary Public, personally appeared J. PAUL MENG, 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, 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 Lillian Jackson (Seal)



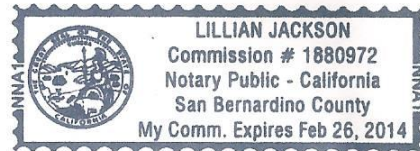
State of California )  
County of San Bernardino )

On December 9, 2010, before me, Lillian Jackson, Notary Public, personally appeared E. A. REILLY, 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, 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 Lillian Jackson (Seal)



State of California )  
County of San Bernardino )

On December 9, 2010, before me, Lillian Jackson, Notary Public, personally appeared STACEY MC KAY, 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 she executed the same in her authorized capacity, and that by her 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 Lillian Jackson (Seal)

