

8490

RECORDED
REQUEST OF
The Insurance And Trust Company

BOOK 7947 PAGE 101

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PERSONAL OFFICIAL RECORDS
FOR THE COUNTY OF SAN BERNARDINO
TED RICKS COUNTY CLERK

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DECLARATION OF RESTRICTIONS

Lake Arrowhead, California

Tract B490

This Declaration, made this 15th day of May, 1972, by LAKE ARROWHEAD DEVELOPMENT 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 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; (c) shall run with and be binding upon said Tract; and (d) may be enforced not only by the Declarant,

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1 Its successors and assigns, but also by each and every and any future owner of any portion
2 of the said Tract.

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

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

8 Lots 1 to 6 inclusive, of Tract No. 8490
9 Arrowhead Woods Tract No. 126, as per Map
10 recorded in Book 115 of Maps, pages 16 to 17
11 inclusive, records of San Bernardino County,
12 California.

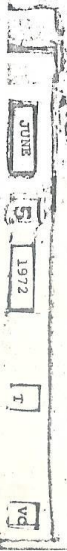
13 II

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

- 16 (a) "Said Tract" means the property described in Article I hereof.
- 17 (b) "Building", "structure" and "outbuilding" shall include both the main portion of
18 said structures and all projections therefrom.
- 19 (c) "Lot" means one of the numbered parcels on the map of said Tract recorded in the
20 office of the County Recorder of San Bernardino County, California.
- 21 (d) "Street" means any street, highway or other thoroughfare shown on the map of
22 said Tract.
- 23 (e) "Said general plan" means the general plan herein provided for.

24 III

25 (a) No building, garage, patio, outbuilding, fence or other structure shall be
26 constructed, erected, altered, remodeled, placed, maintained or be permitted to remain
27 on said Tract or any portion thereof unless and until three complete sets of plans and speci-
28 fications therefor, including finished grading plans, plot plan showing location of such
29 structure on the building site, floor and roof plan, exterior elevations, sections and salient
30 exterior details and color scheme, including the type and location of hedges, walls and
31 fences, shall have been submitted to and approved in writing by any two (2) members of the
32 "Architectural Committee", which shall be composed of five (5) members, selected as



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1 hereinafter set forth.

2 (b) The members of the Architectural Committee shall be selected and appointed by
3 Declarant. Any member of the Architectural Committee may be removed at any time, with
4 or without cause, and his successor appointed by Declarant. The Architectural Committee
5 shall be initially composed of the following five members:

- 6 Kenneth M. Brittingham
- 7 Alan Himelblau
- 8 Audrey S. MacKay
- 9 Harold C. Pearce
- 10 Don Wilhite

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

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

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

32 (f) If the Committee fails to approve or disapprove such plans and specifications and

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

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

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

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

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



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1 any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith
2 for value in acting thereon as to all matters within the jurisdiction of the Committee.

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

9 IV

10 (a) No building, structure or improvement shall be constructed, erected, altered,
11 placed or permitted to remain on Lots 1 to 6, inclusive, other than one single family
12 dwelling designed for occupation for not more than one family together with appurtenant
13 outbuildings; provided, however, that if and while two or more of said lots in said Tract
14 or portions thereof having a combined area equal to or greater than the original area of
15 either of said lots which are contiguous are held in the same ownership and only one main
16 residence is located on said combined area, the other lot or lots or portions thereof may be
17 used for private outbuildings and grounds appurtenant to such main residence.

18 (b) There shall not be erected or maintained on Lots 1 to 6, inclusive, any
19 residence which shall having a living area of less than 1,400 square feet, exclusive of
20 carports, garages and covered porches.

21 (c) Each lot described in subdivisions (a) of this Paragraph IV shall be subject to
22 the following setback provisions:

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

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

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

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1 front wall of the residence nearest the street, if detached.

2 (4) A rear yard shall be maintained on each of said lots of at least
3 15 feet from the property line to the nearest structural projection.

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

8 (6) No individual sewage disposal system shall be permitted on any
9 lot.

10 V

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

14 (b) No fence, wall or hedge shall be planted, erected, located or maintained upon
15 any lot in such location or at such height as to unreasonably obstruct the view from any other
16 lot or lots in said Tract. The Architectural Committee shall have the power and authority to
17 modify the conditions and restrictions contained in this subdivision (b) of Paragraph V as to
18 any lot in said Tract, if said Architectural Committee, in its absolute discretion, deems it
19 necessary or advisable to do so.

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

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1 limitations expressed in Paragraph I whereof. Provided, further, that such approval by the
2 Architectural Committee shall not relieve the owner from obtaining the consent and approval,
3 when necessary, of the appropriate department or commission of the County of San Bernardino.

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

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

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

15 VI

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

18 (a) All of the trees, and all of the roots, branches and parts thereof, growing on or
19 that may hereafter grow, stand or be upon said Tract, together with each and every right of
20 way, easement and servitude which is necessary for the maintenance, care, growth, removal
21 and development of each and every tree, whether the same be standing or fallen, alive or
22 dead; together with the right to remove any of said trees whenever, in the opinion of said
23 Declarant, its successors or assigns, the removal of any tree, or trees, is necessary for the
24 improvement of the landscape, for the protection or reasonable use of improvements and/or
25 buildings on any of said Tract, and/or for the location or construction of buildings or
26 improvements on any of said lots.

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

30 (c) An easement and right of way for the construction, alteration, operation, and/or
31 maintenance of tunnels, conveyances, and/or pipes for the transmission, storage or use of
32 water for power or irrigation purposes, irrespective of whether such water use or purposes

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1 shall be appurtenant to the said property;

2 (d) An easement for the construction, maintenance and operation of sewer mains,
3 laterals, manholes, sumps and appurtenant equipment over and across those portions of
4 the lots shown on the recorded Map of Tract 8490 as sewer easements and those portions of
5 said lots referred to as sewer easements on the Owner's Certificate shown on said Map;

6 (e) An easement for the use and benefit of the several public utility companies
7 which are authorized to serve in Tract No. 8490, over and across those portions of the lots
8 shown on the recorded Map of Tract 8490 as public utility easements on the Owner's
9 Certificate shown on said Map.

10 (f) An easement for pedestrian ingress to and egress from Lake Arrowhead for
11 the use and benefit of the owners of real property located in Arrowhead Woods, San Bernardino
12 County, California, over and across those portions of the lots shown on the recorded Map of
13 Tract 8490 as private walkway easements and those portions of said lots referred to as private
14 walkway easements on the Owner's Certificate shown on said Map.

15 Within these easements, no structure, planting, or other material shall be placed
16 or permitted to remain which may damage or interfere with the installation and maintenance
17 of utilities, or which may change the direction of flow of drainage channel in the easements,
18 or which may obstruct or retard the flow of water through drainage channels in the easements.
19 The easement area of each lot and all improvements in it shall be maintained continuously
20 by the owner of the lot, except for those improvements for which a public authority
21 or utility company is responsible.

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

30 VII

31 The owner of each lot of said Tract shall keep such lot free and clear of all weeds
32 and rubbish and do all other things necessary or desirable to keep the premises neat and in

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

7 Declarant asserts that any grant or conveyance of any lot in said Tract 8490, or
8 any part thereof, shall be made upon the following covenants to be observed and accepted
9 by the grantees, which shall also be conditions subsequent:

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

14 Such grantees will do whatever is necessary for the maintenance, care, growth and
15 development of each and every such tree and will for such purpose expend such funds and
16 engage such expert personnel as may be reasonably necessary adequately to maintain and
17 care for such trees.

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

20 VIII

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

24 IX

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

28 X

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

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

5 XI

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

9 (b) At any time prior to December 21, 2010, the owners of record of lots or building
10 sites in said Tract, subject to this declaration, having an aggregate area equivalent to not
11 less than 55% of the total area of all of said property, may extend the term during which said
12 covenants, conditions and restrictions shall bind and affect said Tract to December 31, 2025,
13 by executing and acknowledging an instrument in writing to that effect which shall be duly
14 recorded with the County Recorder of San Bernardino County, California.

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

18 XII

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

28 (b) The violation or breach of any of the covenants, conditions, restrictions or
29 reservations herein contained shall give the Declarant, and/or the Architectural Committee
30 and/or any owner or owners of lots or building sites in said Tract the right to prosecute a
31 proceeding at law or in equity against the person or persons who have violated or are attempt-
32 ing to violate any of the covenants, conditions, restrictions and reservations, to prevent or

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

3 (c) The result of every act or omission whereby any covenant, condition,
4 restriction or reservation herein contained is violated, in whole or in part, is hereby
5 declared to be and shall constitute a nuisance and every remedy allowed by law or in equity
6 against an owner shall be applicable against every such result and may be exercised by
7 Declarant, the Architectural Committee, or the owner or owners of any lot, building site
8 or portion of said Tract.

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

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

15 XIII

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

23 XIV

24 Any and all of the rights, powers and reservations of Declarant and/or the
25 Architectural Committee herein contained, may be assigned to any other corporation or
26 association which will assume the duties of Declarant and/or the Architectural Committee
27 pertaining to the particular rights, powers and reservations assigned, and upon any such
28 corporation or association evidencing its consent in writing to accept such assignment and
29 assume such duties. It shall, to the extent of such assignment, have the same rights and
30 powers and be subject to the same obligations and duties as are given to and assumed by
31 Declarant and/or the Architectural Committee herein.

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The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Architectural Committee, and the owner or owners of any portion of said Tract, or their and each of their legal representatives, heirs, successors and assigns.

XVI

Invalidation of any of these conditions by judgment or court order shall in no wise affect any other condition, which shall remain in full force and effect.

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

4 LAKE ARROWHEAD DEVELOPMENT COMPANY

5 BY *Alan Himelblau*

6
7 BY *Audrey S. MacKay*

8 SEAL

9
10 STATE OF CALIFORNIA)
11) ss.
12 COUNTY OF SAN BERNARDINO)

13 On May 15, 1972, before me, the undersigned, a Notary Public in and for said
14 County and State, personally appeared Alan Himelblau and Audrey S. MacKay
15 known to me to be the Vice President and Ass't Secretary, respectively, of the Corporation
16 that executed the within instrument, known to me to be the persons who executed the
17 within instrument on behalf of the Corporation therein named, and acknowledged to me that
18 such Corporation executed the within instrument pursuant to its bylaws or a resolution of its
19 Board of Directors.

20 WITNESS my hand and Official Seal.



21 *Mary Ann Buckmaster*
22 Mary Ann Buckmaster
23 Notary Public in and for said County and State

24
25 When recorded return to
26 Lake Arrowhead Development Company
27 P. O. Box 190
28 Lake Arrowhead, California
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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



LARRY WALKER
Auditor/Controller - Recorder

12:40 PM
SG

P Counter

Doc#: 2010-0531621



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

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Legal
Solutions
Co. Plus LS-201

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

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

**CERTIFICATION OF AMENDMENT OF DECLARATION OF
RESTRICTIONS FOR TRACT 8490, 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 6, inclusive, in Tract 8490, 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 June 5, 1972, at Book 7947, Page 191.

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.


(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 Lake Arrowhead Development Company of San Bernardino. 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 8490.


(Notarized signature of President)


(Notarized signature of Vice 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)

