

GRASS VALLEY

Lake Arrowhead, California

**AMENDED
DECLARATION OF RESTRICTIONS**

Recorded:
November 3, 1961
Book 5577, Page 422

**AMENDED
DECLARATION OF RESTRICTIONS**

(Lake Arrowhead, California)

This Declaration, made this 3rd day of November, 1961, by TITLE INSURANCE AND TRUST COMPANY, a California corporation, as Trustee, (hereinafter referred to as "Declarant"),

WITNESSETH:

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

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

WHEREAS, a Declaration of Restrictions, dated August 7, 1961, was duly recorded on August 9, 1961, in Book 5505, pages 520 to 537, inclusive, of Official Records in the office of the San Bernardino County Recorder, covering Tract No. 6397 and a portion of the Golf Course property, and

WHEREAS, said Declaration of Restrictions provides that the owners of record of lots or building sites in said property having an aggregate area equivalent to not less than 65% of the total area of all of said property, excluding the Golf Course property, may, at any time, with the written consent and approval of the Los Angeles Turf Club, Inc., modify, amend, cancel or annul, with respect to all of such property, all or any of the covenants, conditions and restrictions contained in said Declaration, and

WHEREAS, the undersigned, Title Insurance and Trust Company, a California corporation, is the owner of record of lots

or building sites in said property having an aggregate area in excess of 65% of the total area of all of said property, excluding the Golf Course property, and

WHEREAS, Los Angeles Turf Club, Inc., has given its written consent and approval to this Amended Declaration of Restrictions, which written consent and approval is on file with the undersigned, and

WHEREAS, Declarant desires to establish an amended general plan (hereinafter called "said general plan") for the improvement and development of the Arrowhead Property and to that end proposes to divide the Arrowhead Property into a series of subdivisions, the first of which is Tract No. 6397 (hereinafter referred to as "Grass Valley"), which is hereinafter more particularly described, and

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

WHEREAS, in accordance with said general plan, Declarant desires to subject the land hereinafter defined and described as the Golf Course to certain of the conditions, upon which conditions, as hereinafter specified, all or any portion of the Golf Course shall be conveyed, and

WHEREAS, this Amended Declaration of Restrictions is intended to and shall restate, as amended, said Declaration of Restrictions dated August 7, 1961:

NOW, THEREFORE, KNOW ALL MEN
BY THESE PRESENTS:

That Declarant hereby certifies and declares that it has established and does hereby establish an amended general plan for the protection, maintenance, development and improvement of the Arrowhead Property and that as a part of said general plan Grass Valley and the Golf Course are and shall be held and conveyed upon and subject to the conditions hereinafter set forth, each and all of which are for the benefit of the owner of each part or portion of the Arrowhead Property and, until

the release of said Trust Indenture as to all property described therein, are for the benefit of and shall be enforceable by Los Angeles Turf Club, Inc., and any other holder or holders of the promissory note secured by said Trust Indenture, and each and all of which (a) shall apply to and bind not only the Declarant while the owner of any part or portion of Grass Valley or the Golf Course, but also each and every future owner thereof or of any part thereof; (b) shall inure to the benefit of not only the Declarant and Los Angeles Turf Club, Inc., or any other holder or holders of said promissory note but also to the benefit of each, every and any future owner of each, every and any portion or portions of the Arrowhead Property and to the benefit of Lake Arrowhead Development Co., a California corporation; (c) shall run with and be binding upon Grass Valley and the Golf Course; and (d) may be enforced not only by the Declarant, by Lake Arrowhead Development Co. and by Los Angeles Turf Club, Inc., and any holder or holders of said promissory note, but also by each, every and any future owner of any portion of the Arrowhead Property.

Said general plan and said conditions now made applicable to Grass Valley (and, to the extent hereinafter specified, to the Golf Course) 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 306, inclusive, of Tract No. 6397, as per map recorded in Book 81 of Maps, Pages 30 to 35, inclusive, Records of San Bernardino County, State of California (hereinafter referred to as "Grass Valley") together with the golf course property described in Paragraph X hereof.

II

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

- (a) "Arrowhead Property" means the property described in **Granting Clause First** of said Trust Indenture.

- (b) "Building", "structure" and "outbuilding" shall include both the main portion of such structures and all projections therefrom.
- (c) "Lot" means one of the numbered parcels on the map of Grass Valley recorded in the Office of the County Recorder of San Bernardino County, California.
- (d) "Golf Course" means the property described in Paragraph X hereof.
- (e) "Said property" means Grass Valley and the Golf Course.
- (f) "Grass Valley" means Lots 1 to 306, inclusive, of Tract 6397.
- (g) "Street" means any street, highway or other thoroughfare shown on the map of Grass Valley.
- (h) "Said general plan" means the amended 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 Grass Valley or any portion thereof unless and until three complete sets of plans and specifications therefor, including finished grading plans, plot plan showing location of such structure on the building site, floor and roof plan, exterior elevations, sections and salient exterior details and color scheme, including the type and location of hedges, walls and fences, shall have been submitted to and approved in writing by any two (2) members of the "Architectural Committee", which shall be composed of three (3) members, selected as hereinafter set forth.

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

Los Angeles Turf Club, Inc. shall select one (1) member and Lake Arrowhead Development Co. shall select one (1) member of said Committee and the two members so selected shall select the third member. Such third member may be removed at the written direction of either Los Angeles Turf Club, Inc. or Lake Arrowhead Development Co. in the absolute discretion of either of them and with or without

cause, and the selection of a new third member to fill the vacancy created by the removal or resignation of the previous third member shall be by mutual agreement of Los Angeles Turf Club, Inc., and Lake Arrowhead Development Co. Each of said corporations shall appoint a replacement of its representative on said committee caused by such member's death, disability or removal. The Architectural Committee shall be initially composed of the following three members:

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

Audrey McKay, as representative of Lake Arrowhead Development Co.

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

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

(c) Said plans and specifications shall be delivered to the offices 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 noncompliance with any of the specific covenants, conditions and restrictions contained in this Declaration, but also by reason of the reasonable dissatisfaction of the Committee with the grading plan, location of the structure on the lot or building site, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height and style of the proposed structure or altered structures, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee, will render the proposed structure inharmonious or out of keeping with the general plan of improvement of Grass Valley or the Arrowhead Property

or with the structures erected on other building sites in the said tract. Said Architectural Committee may, if it so desires, adopt rules governing its procedure.

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

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

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

(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 Grass Valley 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 any of said lots or any building site on said Tract other than one single family dwelling designed for occupation for not more than one family together with appurtenant outbuildings provided, however, that if and while two or more of said lots in said Tract or portions thereof having a combined area equal to or greater than the original area of either of said lots which are contiguous are held in the same ownership and only one main residence is located on said combined area, the other lot or lots or portions thereof may be used for private outbuildings and grounds appurtenant to such main residence.

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

(c) There shall not be erected or maintained on Lots 28 to 107 and 165 to 171, inclusive, any residence which shall have a living area of less than 1,000 square feet, exclusive of car ports, garages and covered porches.

There shall not be erected or maintained on Lots 20 to 27, 122 to 164, and 183 to 230, inclusive, any residence which shall have a living area of less than 1,200 square feet, exclusive of car ports, garages and covered porches.

There shall not be erected or maintained on Lots 1 to 19, 108 to 121, 172 to 182, and 231 to 306, inclusive, any residence which shall have a living area of less than 1,400 square feet exclusive of carports, garages and covered porches.

(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 successors in interest, shall erect or maintain upon any part of said property or any lot or building site, any sign, advertisement, billboard, or other advertising structure of any kind.

(f) No fence, wall or hedge shall be planted, erected, located or maintained upon any lot in such location or at such height as to unreasonably obstruct the view from any other lot or lots in said Tract 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 and 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 (f) of Paragraph IV as to any lot in said Tract, if said Architectural Committee, in its absolute discretion, deems it necessary or advisable to do so.

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

(h) A side yard shall be maintained on each lot of at least seven (7) feet in depth from all side property lines to the building line of any structure, with a minimum clearance of three (3) feet from eaves or other projections to the side property line.

(i) An attached garage, a detached garage, or other auxiliary buildings or structures, not maintained or used for human habitation, shall be located to provide a minimum 12 inch clearance from the side property line of each lot to eaves or other projections, when the auxiliary building or structure is a minimum of 20 feet to the rear of the front wall of the residence nearest the street, if attached, or 40 feet to the rear of the front wall of the residence nearest the street, if detached.

(j) A rear yard shall be maintained on each lot of at least 12 feet from the property line to the nearest structural projection except that all lots adjacent to and contiguous with said golf course shall have a minimum rear line set back of no less than 25 feet.

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

V

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

VI

Declarant hereby reserves and withholds from any grant or conveyance hereafter made of said property, or any part thereof, 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 property, 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 property, and/or for the location or construction of buildings or improvements on any of said lots.

Declarant reserves and further declares that upon the conveyance of any lot in Grass Valley, or any portion of the Golf Course, there is reserved the following:

(a) 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:

(b) 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.

(c) An easement for the construction, maintenance and operation of sewer mains, laterals, manholes, sumps and appurtenant equipment over and across those portions of the lots shown on Tract 6397 as public utility easements and those portions of said lots referred to as public utility easements on the Owner's Certificate shown on said map. And any conveyance by the declarant shall except such easements so reserved from any grant or conveyance hereafter made of said 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

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 reserves 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.

The owner of the Golf Course, or any part thereof, shall keep the same free and clear of all 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 reserves the right to enter upon the property of such owner and remove all 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 6397, or the Golf Course, 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 property 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, and pay all taxes, assessments, and charges levied against such trees.

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

VIII

Said property 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 property 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

That portion of said property, hereinafter described, shall be used and maintained as and for a golf course, together with a club house, tennis courts, swimming pools, bowling alleys, athletic fields, employees' dormitories, and for such other customary uses and activities as are related and incidental thereto, and for no other use or purpose for a term of 25 years from date hereof, which term may be further extended by instrument in writing, duly signed and acknowledged by owners of record of lots in said property having an aggregate area equivalent to not less than 55% of the total area of said property, not including the Golf Course property.

Said Golf Course property is 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 feet, 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 $37^{\circ} 31' 44''$ a distance of 445.40 feet to the beginning of a reverse curve concave to the Northeast and having a radius of 1020.00 feet; thence Southeasterly along the arc of said curve through a central angle of $8^{\circ} 39' 54''$ a distance of 154.26 feet; thence leaving the arc of said curve and the Westerly line of said Tract No. 6397 East 676.44 feet; thence South $18^{\circ} 26' 06''$ East 165.00 feet; thence South $58^{\circ} 56' 36''$ West 292.46 feet to the beginning of a curve on the North right of way line of Grass Valley Road as the same is shown on the map of said Tract No. 6397, which curve is concave to the South and having a radius of 633.00 feet, the semi-tangent of which curve bears North $79^{\circ} 47' 30''$ West; 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 103.52 acres, more or less.

PARCEL NO. 2

A portion of Sections 17, 18 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 Southeast one-quarter of the Southeast one-quarter of said Section 18; thence South $0^{\circ} 30' 40''$ East along the East line of the Southeast one-quarter of the Southeast one-quarter of said Section

18, a distance of 14.75 feet to a point on a curve concave to the East and having a radius of 275.00 feet, the semi-tangent of which curve bears South $17^{\circ} 51' 56''$ West; thence Southerly along the arc of said curve through a central angle of $69^{\circ} 11' 38''$ a distance of 332.11 feet; 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 $18^{\circ} 47' 41''$ a distance of 106.61 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 $85^{\circ} 16' 23''$ a distance of 29.77 feet; thence South $15^{\circ} 09' 00''$ West 84.57 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 $12^{\circ} 33' 17''$ a distance of 48.21 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 103.30 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; thence South $54^{\circ} 36' 35''$ West 203.36 feet; thence North $68^{\circ} 32' 00''$ West 80.00 feet; thence South $21^{\circ} 28' 00''$ West 125.00 feet; thence North $68^{\circ} 32' 00''$ West 254.84 feet to the beginning of a curve concave to the South and having a radius of 175.00 feet; thence Westerly along the arc of said curve through a central angle of $33^{\circ} 44' 59''$ a distance of 103.08 feet to the beginning of a reverse curve concave to the Northeast and having a radius of 125.00 feet; thence Northwesterly along the arc of said curve through a central angle of $66^{\circ} 03' 43''$ a distance of 144.12 feet; thence North $36^{\circ} 13' 16''$ West 138.71 feet to the beginning of a curve concave to the Southwest and having a radius of 325.00 feet; thence Northwesterly along the arc of said curve through a central angle of $41^{\circ} 40' 44''$ a distance of

236.42 feet to the beginning of a reverse curve concave to the Northeast and having a radius of 275.00 feet; thence Northwesterly along the arc of said curve through a central angle of $30^{\circ} 54' 00''$ a distance of 148.31 feet; thence North $47^{\circ} 00' 00''$ West a distance of 184.71 feet to the beginning of a curve concave to the Southwest and having a radius of 325.00 feet; thence Northwesterly along the arc of said curve through a central angle of $15^{\circ} 25' 02''$ a distance of 87.45 feet to the beginning of a reverse curve concave to the Northeast and having a radius of 175.00 feet; thence Northwesterly along the arc of said curve through a central angle of $39^{\circ} 45' 30''$ a distance of 121.43 feet to the beginning of a reverse curve concave to the Southwest and having a radius of 275.00 feet; thence Northwesterly along the arc of said curve through a central angle of $26^{\circ} 50' 28''$ a distance of 128.83 feet; thence North $49^{\circ} 30' 00''$ West 69.16 feet to the beginning of a curve concave to the Southwest and having a radius of 325.00 feet; thence Northwesterly along the arc of said curve through a central angle of $17^{\circ} 30' 00''$ a distance of 99.27 feet; thence North $67^{\circ} 00' 00''$ West 146.28 feet to the beginning of a curve concave to the Northeast and having a radius of 275.00 feet; thence Northwesterly along the arc of said curve through a central angle of $41^{\circ} 53' 06''$ a distance of 201.03 feet to the beginning of a reverse curve concave to the Southwest and having a radius of 175.00 feet; thence Northwesterly along the arc of said curve through a central angle of $20^{\circ} 55' 24''$ a distance of 63.91 feet; thence leaving the arc of said curve on a radial bearing of North $43^{\circ} 57' 42''$ East 294.07 feet to a point in the North line of the Southeast one-quarter of the Southeast one-quarter of said Section 18, which point bears South $89^{\circ} 13' 35''$ West 1182.30 feet from the Northeast corner of the Southeast one-quarter of the Southeast one-quarter of said Section 18; thence North $89^{\circ} 13' 35''$ East along the North line of the Southeast one-quarter of the Southeast one-quarter of said Section 18, a distance of 1182.30 feet to the point of beginning and containing 29.93 acres, more or less.

XI

Said property 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.

XII

(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 Grass Valley and of all the lots and building sites now in existence or hereafter created in the Arrowhead Property and of every portion of the Golf Course with each other, both as to servient and dominant tenements as against all other lots in Grass Valley.

(b) At any time prior to December 31, 2010, the owners of record of lots or building sites in said property subject to this Declaration, having an aggregate area equivalent to not less than 55% of the total area of all of said property, excluding said Golf Course property, may extend the term during which said covenants, conditions and restrictions shall bind and effect said property 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.

XIII

(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 property or in any other portion of the Arrowhead Property and/or, until the release of said Trust Indenture as to all property described therein, Los Angeles Turf Club, Inc. and any other holder or holders of said promissory note, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the covenants, conditions, restrictions and reservations, to prevent or 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 property or of any other portion of the Arrowhead Property or, until the release of said Trust Indenture as to all property described therein, Los Angeles Turf Club, Inc. and any other holder or holders of said promissory note.

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

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

XIV

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

XV

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.

XVI

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, Lake Arrowhead Development Co., the Architectural Committee, and the owner or owners of any portion of said property, or any other portion of the Arrowhead Property or their and each of their legal representatives, heirs, successors and assigns, and, until the release of said Trust Indenture as to all property described therein, Los Angeles Turf Club, Inc. and any other holder or holders of said promissory note.

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

SEAL

TITLE INSURANCE AND TRUST COMPANY,
A California corporation,

By R. E. BRANCH
Vice President

By H. R. TAYLOR
Assistant Secretary

STATE OF CALIFORNIA }
County of San Bernardino } ss.

On November 3, 1961, before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. E. Branch and H. R. Taylor, known to me to be the Vice President and Assistant Secretary, respectively, of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and Official Seal,

SEAL

VENUS JACQUES
Notary Public in and for said County and State
Venus Jacques

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

12/15/201
12:40 PM
SG



LARRY WALKER
Auditor/Controller - Recorder

P Counter

Doc#: 2010-0531603

Titles: 1 Pages:



Fees	24.00
Taxes	0.00
Other	0.00
PATD	\$24.00

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

CERTIFICATION OF AMENDMENT OF DECLARATION OF RESTRICTIONS

**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 6397, 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 306, inclusive, in Tract 6397, 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 November 3, 1961, at Book 5577, Page 422.

Pursuant to Article XIV 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.”

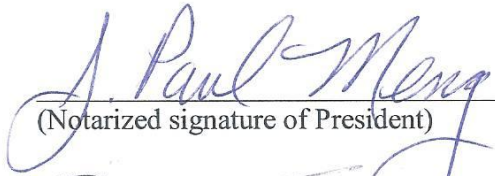
Article XII is deleted and replaced with the following:

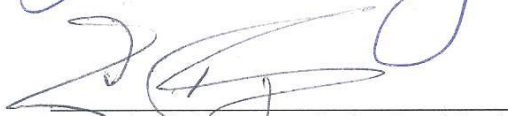
(a) The covenants, conditions and restrictions herein contained shall run with said land and shall be binding and in force and effect until December 31, 2025, for the mutual benefit of all the lots and building sites in Grass Valley and of all the lots and building sites now in existence or hereafter created in the Arrowhead Property and of every portion of the Golf Course with each other, both as to servient and dominant tenements as against other lots in Grass Valley.

(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, excluding said Golf Course property, may extend the term during which said covenants, conditions and restrictions shall bind and affect said property 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 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 6397.


(Notarized signature of President)


(Notarized signature of Vice President)


(Notarized signature of Secretary)

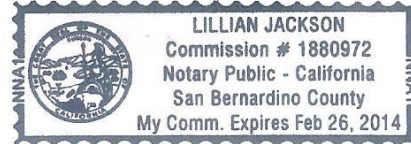
State of California)
County of San Bernardino)

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)



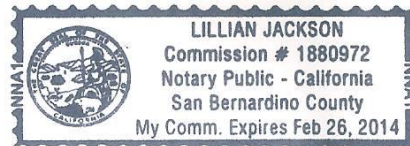
State of California)
County of San Bernardino)

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)

