

1 Law Office of Helene J. Farber  
2 California Bar number (SBN) 237087  
3 3359 Rowena Avenue, Suite 2  
4 Los Angeles, CA 90027  
5 Tel: (310) 975-4120  
6 Fax: (323) 664-2442  
7 hjanattorney@yahoo.com  
8 Attorney for Cross-Complainant  
9 MICCASO GROUP LLC

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

AUG 04 2017

BY Jessica Garcez  
JESSICA GARCEZ, DEPUTY

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF SAN BERNARDINO**  
12 **CENTRAL DIVISION**

13 ARROWHEAD WOODS )  
14 ARCHITECTURAL COMMITTEE, )  
15 INC., a California Corporation )  
16 Plaintiff; )

17 vs. )

18 MICCASO GROUP LLC., a California )  
19 Corporation )  
20 Defendants. )

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22 MICCASO GROUP LLC, a California )  
23 Corporation )  
24 Cross-Complainant; )

25 vs. )

26 ARROWHEAD WOODS )  
27 ARCHITECTURAL COMMITTEE INC., a )  
28 California none profit Corporation, )  
ARROWHEAD LAKE ASSOCIATION, a )  
California none profit Corporation; )  
and all persons unknown claiming any legal )  
or equitable right title estate lien or interest in )  
the property described in the Cross- )  
Complaint named as DOES 1 to 50 inclusive; )  
Cross-Defendants. )

**Case No.: CIVDS1405048**

VERIFIED CROSS-COMPLAINT for:

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

JUDGE: Honorable David Cohn

DEPARTMENT: S26

DATE: 10-12-17

TIME : 8:30 am

## CROSS-C O M P L A I N T

1 CROSS-COMPLAINANT, by and through undersigned, hereby sues the above named Cross-  
2 Defendants, and alleges as follows:

3 This is an action for Permanent Injunction; Declaratory Relief; Slander Of Title; Quiet Title;  
4 Fraud; Conspiracy to Commit Fraud; and for violation under California's Marketable Record  
5 Title Act law, (*California Civil Code Section 880.350*), within the jurisdiction of this Court,  
6 which relates to an improper attempt to impose affirmative covenants, including an obligation to  
7 pay fees and other charges, upon owners within a residential subdivision Tract 53 with neither  
8 owner's agreement or consent.

### PARTIES

- 9
- 10 1) Cross-Complainant is a resident of San Bernardino County, California, who owns Lots  
11 within that certain Tract located in San Bernardino County, California, known as  
12 "Arrowhead Woods" and is the title owner of improved real property located in San  
13 Bernardino County legally described as Lot 18 of Arrowhead Woods Tract No 53 as per Plat  
14 recorded in Book 22 Pages 7 and 8 of Maps in the Office of the County Recorder of said  
15 County APN: 03355-113-11-0000 commonly known as 27981 Lakes Edge Road Lake  
16 Arrowhead California Zip Code 92352;
  - 17 2) Cross-Defendant, ARROWHEAD WOODS ARCHITURAL COMMITTEE, INC.  
18 (hereinafter will be referred to as "AWAC-Inc"), is a California corporation not for profit.
  - 19 3) Cross-Defendant, ARROWHEAD LAKE ASSOCIATION, (hereinafter will be referred to as  
20 "ALA"), is a California corporation not for profit.
  - 21 4) Cross-Complainant is informed and believes and thereon states that Cross-Defendants at all  
22 times mentioned herein were the agents, servants, subsidiaries, affiliates of each other and in  
23 doing the things alleged were acting within the course and scope of such agency and  
24 employment with the permission, consent and knowledge of each other.
  - 25 5) Cross-Complainant is unaware of the true names and capacities of defendant DOES sued  
26 hereto, as DOES 1 through 50, inclusive and therefore sue these Cross-Defendants by such  
27 fictitious names;
  - 28 6) Cross-Complainant is informed and believes and thereon states that each fictitiously sued  
Cross-Defendant was in some way responsible for the acts alleged in the Cross-complaint.

ALLEGATIONS

- 1 7) Cross-Complainant and other lot owners were made subject to affirmative obligations set  
2 forth in the "GRANT DEED RESTRICTIONS," with neither notice, agreement or consent.  
3 8) Cross-Complainant and other lot owners are entitled to declaratory Injunction and  
4 injunctive relief nullifying the affirmative covenants set forth in the "GRANT DEED  
5 RESTRICTIONS", and are further entitled to an award of their reasonable attorney fees and  
6 costs of lawsuit, because the recorded "GRANT DEED RESTRICTIONS" slander title to  
7 each lot located in Tract 53;  
8 9) Cross-Complainant has no relationship with any of Cross-Defendants.

9 NATURE OF THE CLAIM

10 ORIGINAL GRANT DEED RESTRICTIONS

- 11 10) On or about August 9, 1922, at 9:46 am Mr. Lester Grant sold Tract 53 to TITLE  
12 INSURANCE AND TRUST COMPANY, A California Corporation, (hereinafter the  
13 "Grantee"). The Grant Deed Contained limited use Restrictions and excluded in the sale  
14 multiple items. A true and correct copy of the "GRANT DEED" is attached hereto as  
15 Exhibit "A".  
16 11) The general plan does not depict any real property other than:  
17 (a) Individual lots, or  
18 (b) Roadways dedicated for use by the public. There are no common areas on properties  
19 depicted on said plan.  
20 12) The Original Grant Deed contains restrictive reciprocal covenants (hereinafter referred to as  
21 ("Restrictive Covenants")) that restrict use(s) of the lots located within the Tract 53.  
22 13) The Original Grant Deed specifies, as follows:  
23 (the term "Architectural Committee" [hereinafter "AC"] composed of members  
24 appointed by the Grantee, TITLE INSURANCE AND TRUST COMPANY, or its  
25 successors is expressly not entitled to compensation and are responsible to review,  
26 approve or disapprove plans of proposed dwellings, buildings, or structures;  
27 (a) The persons and/or entities authorized to enforce the restrictive covenants within the  
28 Grant Deed are described as follows:

1                   “Any 3 lot owner and/or Declarant and/or Title Insurance Trust Co. and/or Architectural  
2                   Committee, and each of them shall have the primary rights to enforce the provisions  
3                   hereof and the right to prosecute a proceeding at law or in equity against the persons or  
4                   persons who have violated or are attempting to violate any of the covenants, conditions,  
5                   restrictions and reservations.”

6                   14) The Original Grant Deed does not contain any provision permitting Lot Owners to appoint  
7                   anyone to act on their behalf;

8                   15) The Original Grant Deed does not contain any reference to fees or assessments;

9                   16) The Original Grant Deed does not define common areas or other real or personal property to  
10                  be owned, managed, or maintained by such homeowners, nor does the general plan describe  
11                  common areas or any areas other than dedicated roadways and lots to be owned by  
12                  individual owners;

13                17) The Original Grant Deed describes generic, unidentified volunteer individuals whose sole  
14                authority and power is to exercise Architectural Control and enforce restrictive covenants.

15                                   SALE FROM BOISE CASCADE TO ALA:

16                18) Boise Cascade, a Delaware Corporation authorized to conduct Business in the State of  
17                California and Successor to TITLE INSURANCE AND TRUST COMPANY had been  
18                searching for someone to purchase its interests for several years, and for good reason. It had  
19                been forced to take its interests back several years previously when the Development  
20                Company was threatened with bankruptcy. The Federal Government had further ordered  
21                Boise Cascade to divest itself of its various monopolistic holdings.

22                19) On or about 1975, Boise Cascade sold Arrowhead Lake to ALA. The transition of the lake's  
23                development from a resort to the conflicted management of a resort or reservoir lies in the  
24                hopeful, well-intentioned but ill-fated transition that took place between 1975 and 1978.  
25                During this time, Boise Cascade (the single purpose holding company) granted ownership of  
26                the lake and certain unsold parcels to ALA (1975) and then separately sold the control of the  
27                water rights for the lake to LACSD (1978).

28                20) Under the leadership of Ralph Wagner currently Board Member of ALA and others, the  
                  Arrowhead Lake Association (ALA) was formed and purchased Lake Arrowhead, Grass  
                  Valley Lake, the Burnt Mill Beach Club and the Tavern Bay Beach Club for \$450,000.

1 Since the community of Arrowhead Woods assumed the burden of building a \$7 million  
2 dam (accomplished through a successful bond initiative), Boise Cascade was relieved.

3 21) On or about 1992 BOISE CASCADE assigned and quitclaimed to ARROWHEAD LAKE  
4 ASSOCIATION AND ARROWHEAD WOODS ARCHITECTURAL COMMITTEE OF  
5 ARROWHEAD LAKE ASSOCIATION) as stated:

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

16 22) Cross-Complainant's property is located inside Tract 53 which is not included in Exhibit  
17 "A" described above;

18 23) This Assignment and Quitclaim Deed was executed by Boise Cascade on March 10, 1989,  
19 and two (2) years later recorded and became effective on January 21, 1992. A true and  
20 correct copy of the 1992 recorded Assignment and Quitclaim Deed is attached hereto as  
21 Exhibit "B";

22 24) On or about 1990, AWAC-Inc recorded a Corporation Quitclaim Deed executed by ALA.  
23 (A true and correct copy is attached hereto as Exhibit "C");

24 This document states the following:

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

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- 25) On or about September 08, 2008, ALA filed a lawsuit in Superior Court of California, County of San Bernardino, and Case Number CIVSS 808455 for Declaratory Relief against AWAC-Inc. ALA Alleged that the 1990 Corporation Quitclaim Deed was ambiguous on its face in that it did not identify the Covenants, Conditions and Restrictions, and did not identify what breach of Covenants, Conditions and Restrictions the Quitclaim related to, nor did it identify any particular document upon which any rights of "forfeiture, enforcement and reentry . . ." could be based and thereon bestowed and to which the 1990 Corporate Quitclaim Deed is referring;
- 26) ALA contended that ALA, as the owner of the real property and/or easements within the Subject Property, had a right to control and make decisions with regard to all trees, landscaping, improvements/modifications and/or additions on the Subject Property, whereas AWAC-Inc disputed these contentions and contended that ALA (pursuant to the 1990 Corporation Quitclaim Deed and/or any other basis) had no right to control and/or make decisions related to trees, landscaping, improvements/modifications and/or additions on the Subject Property without AWAC-Inc authority and approval;
- 27) ALA requested from the Court a judicial determination and Grant Deed of the respective rights, duties and obligations with regard to Subject Property, and specifically that Plaintiff ALA, by and through its Board of Directors, Shoreline Committee, and other designated committees, had an absolute and unfettered right to exercise Architectural and landscape control and make decisions with regard to all trees. Landscaping, improvements/modifications and/or additions on the Subject Property;
- 28) As a result of ALA lawsuit, ALA and AWAC-Inc secretly settled the lawsuit and kept the settlement agreement sealed from all lot owners in Arrowhead Woods and refused to disclose any details and consequently AWAC-Inc ceased and desisted from exercising control over ALA Properties;
- 29) Unfortunately, to date AWAC, Inc. has continued to blackmail ARROWHEAD WOODS Lot Owners, extorting funds and illegal fees and filing malicious lawsuits;
- 30) The Cross-Defendant ARROW HEAD WOODS ARTHICTUAL COMMITTEE INC. also known AWAC is an imposter and has no relationship to ALA-AWAC;

- 1 31) ALA failed to stop AWAC-Inc, the imposter, from collecting illegal fees and by remaining  
2 silent with knowledge of AWAC-Inc's violations, they conspired and aided and abetted  
3 AWAC in their fraudulent fee demands and unjust enrichment;
- 4 32) Cross-Complainant is informed and believes and thereon alleges, AWAC-Inc was formed  
5 for the purposes of controlling each of the respective lots established by the Developer  
6 bearing the name Tract 53 located in San Bernardino County, State of California.
- 7 33) Cross-Defendants failed to present any evidence in support of their authority on behalf any  
8 lot owners located in Tract 53;
- 9 34) In its Second Amended Complaint ("SAC"), filed May 29, 2015, AWAC-Inc erroneously  
10 claims, that Cross-Complainant is liable to AWAC-Inc for damages it suffered of not less  
11 than eighty-seven thousand three hundred forty dollars (\$87,340), purportedly the value of  
12 the trees cut down on the Lake Edge Property;
- 13 35) Cross-Defendant failed to present any proof of ownership to the subject trees, nor failing to  
14 allege ownership why they would have suffered any damages caused by Cross-  
15 Complainant's action with respect to its own property.

16 FIRST CAUSE OF ACTION  
17 (PERMANENT INJUNCTION)

- 18 36) Cross-Complainant repeats and alleges each and every allegation set forth in paragraphs 1  
19 through 35 inclusive, and incorporates same herein by reference.
- 20 37) This is an action for permanent injunction against the Cross-Defendants within the  
21 jurisdiction of this Court.
- 22 38) Cross-Complainant, recently purchased the property located at 27981 Lakes Edge Road,  
23 Lake Arrowhead, California 92352 (Lot 13 within Tract 53, herein after referred to as the  
24 "Subject Property").
- 25 39) The Cross-Defendants, by adding Cross-Complainant to the current lawsuit, have subjected  
26 Cross-Complainant to obligations which it does not have. Such erroneous obligations bear  
27 the threat that if Cross-Complainant does not comply with this extortion to pay  
28 fees/assessments, it will be charged with so-called damages, interest, late charges, and  
attorney fees, and that, unpaid, may be reduced to a judgment and judgment lien against

1 Cross-Complainant and the Subject Property. And all of this for an unauthorized payment to  
2 an unauthorized entity and without having ever received prior notice.

3 40) In addition, Cross-Defendants have impaired title to the Subject Property by imposing the  
4 outdated unenforceable Deed Restrictions which do not include provisions mandating  
5 mandatory payment of fees/assessments against any and all successors in title to the Subject  
6 Property.

7 41) Cross-Complainants are informed and believe and thereon allege AWAC-Inc imposed fees  
8 illegally.

9 42) Cross-Complainants are informed and believe and thereon allege Cross-Defendants have  
10 altered the original scheme of development in which Developer recorded a plan setting forth  
11 no common areas. The Developer did not contemplate common expenses to justify levying  
12 of assessments by AWAC-Inc.

13 43) Cross-Defendants have significantly restricted and burdened ownership of the Subject  
14 Property by the unilateral imposition of mandatory fees/assessments/restrictions due and  
15 payable to AWAC-Inc and the unilateral imposition of mandatory  
16 fees/assessments/restrictions to Cross-Complainant's successors in title to the Subject  
17 Property.

18 44) Cross-Defendants have thus impaired Cross-Complainant's vested ownership rights.

19 45) Cross-Complainant has no adequate remedy at law in that only an order of the Court  
20 quashing and setting aside mandatory fees/assessments/restrictions can protect Cross-  
21 Complainant's vested ownership rights.

22 46) Cross-Complainant is entitled to reimbursement of its attorney fees and costs in accordance  
23 with the terms of the Amended Covenants.

24 WHEREFORE Cross-Complainant requests entry of a permanent injunction as follows:

25 (a) an order quashing and setting aside, in its entirety, the "GRANT DEED  
26 RESTRICTIONS" pertaining to Tract 53 and barring the refiling of same;

27 (b) or, in the alternative, an order permanently enjoining AWAC-Inc from collecting or  
28 demanding payment of mandatory fees/assessments/restrictions from Cross-Complainant  
or any other owners in Tract 53;



- 1 (c) further, in the alternative, an order quashing and setting aside mandatory fee schedule  
2 payable to AWAC-Inc by any of Cross-Complainant's successors and assigns and any  
3 successor and assign of any other owner in Tract 53;
- 4 (d) An order requiring an accounting, disgorgement and return of all payments received by  
5 AWAC-Inc from owners within Tract 53;
- 6 (e) Cross-Complainant further requests that the Court award Cross-Complainant its  
7 reasonable attorney fees and costs in bringing this action and award such other and  
8 further relief as the Court deems Just and appropriate.

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SECOND CAUSE OF ACTION:

(DECLARATORY RELIEF)

- 47) Cross-Complainant repeats and alleges each and every allegation set forth in paragraphs 1 through 46 inclusive, and incorporates same herein by reference.
- 48) This is an action for declaratory relief against all Cross-Defendants in accordance with California Statutes, within the jurisdiction of this Court.
- 49) The facts alleged hereto show the existence of a real and substantial controversy between the Cross-Complainant and Cross-Defendants as a result of which Cross-Complainant is in doubt as to its rights.
- 50) The Cross-Complainant contends as follows :
- (a) When Cross-Complainant originally purchased the Subject Property in 2017, the scheme of the development known as Tract 53 did not contain any common areas;
- (b) The Original Grant Deed, recorded at the time Cross-Complainant acquired title to the Subject Property, did not call for the payment of mandatory fees;
- (c) The Original Grant Deed, recorded at the time Cross-Complainant acquired title to the Subject Property, did not call for mandatory membership of any owners in Tract 53;
- (d) The Original Grant Deed contained only restrictive covenants circumscribing uses of one's lot in Tract 53 which in fact expired;
- (e) The Original Grant Deed could not be amended by the owners of a majority of the lots within Tract 53;
- (f) Any such amendment, however, must be limited to modifying restrictive covenants;

- 1 (g) Any such amendment could not impose affirmative covenants unless all owners in Tract  
2 53 agreed to same;
- 3 (h) Any such amendment could not impair vested rights unless all owners in Tract 53 agreed  
4 to such impairment;
- 5 (i) Any such amendment could not countenance the creation of common areas or common  
6 property which would entail common expenses for maintenance of same unless all  
7 owners agreed to creation and payment for upkeep of same;
- 8 (j) Any such amendment could not call for payment of mandatory assessments to AWAC-  
9 Inc in order to maintain common areas which prior to said amendment did not exist;
- 10 (k) Any such amendment could not call for mandatory membership in AWAC-Inc by the  
11 successors to the owner(s) of any lots;
- 12 (l) Cross-Defendants have illegally and fraudulently created an impermissible cloud on  
13 Cross-Complainant's title to the Subject Property;
- 14 (m) Cross-Defendants may not charge mandatory assessments/fees against lot owners in  
15 Arrowhead Woods Tract 53 without consent to payment of such assessments;
- 16 (n) Cross-Defendants may not require mandatory membership in AWAC-Inc for successors  
17 and assigns of Cross-Complainant or any other owners of a Lot in Tract 53;
- 18 (o) AWAC-Inc is an imposter and a voluntary organization which has no inherent power  
19 over anyone who is not a member;
- 20 (p) Any decision of AWAC-Inc to acquire title to real or personal property, or undertake  
21 maintenance of same, can have no effect on non-members;
- 22 (q) AWAC-Inc has improperly and illegally demanded payment of fees/assessments by non-  
23 members, including Cross-Complainant;
- 24 (r) A successor to any owner of a lot in Tract 53, can never be mandatorily required to join  
25 AWAC-Inc as a "member" against that current owner's will;
- 26 (s) AWAC-Inc is a mere Social Organization;
- 27 (t) AWAC-Inc has wrongly impaired the rights and vested rights of owners of lots in Tract  
28 53, including the rights of Cross-Complainant.
- 51) Due to the nature of the above described dispute, unless Cross-Complainant can obtain  
confirmation of its rights to the Subject Property, it will lose vested rights in perpetuity.

1 52) Cross-Complainant has justifiable questions as to the validity and legitimacy of the  
2 AWAC-Inc powers and the scope of the Amended Covenants.

3 53) There is a bona fide, actual, and present need for the rendering of a Declaratory  
4 Judgment by this Court and if a Declaratory Judgment is not granted, the rights of the  
5 Cross-Complainant and all lot owners in Arrowhead Woods Tract 53 will be irreparably  
6 harmed.

7 WHEREFORE Cross-Complainant requests the rendering of a declaratory relief by the Court  
8 awarding injunctive and supplemental relief as follows:

- 9 (a) an order finding that enforcing "GRANT DEED RESTRICTIONS" impermissibly alters  
10 the scheme of the development and impermissibly impairs vested rights and therefore  
11 grants an order to quash and sets aside, in its entirety, the "GRANT DEED  
12 RESTRICTIONS " and bars the refile of same to the extent that any provision thereto  
13 requires mandatory payment of assessments to, or mandatory membership in, AWAC-  
14 Inc (or any other entity) by owners lots in Tract 53 and their successors or assigns;
- 15 (b) or, in the alternative, an order permanently enjoining AWAC-Inc from collecting or  
16 demanding payment of mandatory fees/assessments from Cross-Complainant or any Lot  
17 owners in Tract 53;
- 18 (c) further, in the alternative, an order quashing and setting aside mandatory fee schedule  
19 payable to AWAC-Inc by any of Cross-Complainant's successors and assigns and any  
20 successor and assign of any other owner in Arrowhead Woods Tracts;
- 21 (d) An order requiring an accounting, disgorgement and return of all payments received by  
22 AWAC-Inc from owners within Arrowhead Woods Tracts;
- 23 (e) An order for AWAC-Inc to cease and desist from representing themselves as having  
24 authority to assess, collect and enforce said assessment and collection of fees;
- 25 (f) An order for ALA to accept full responsibility for all damages caused by their silence,  
26 conspiracy with AWAC-Inc, and or their aiding and abetting AWAC-Inc in posing as  
27 ALA-AWAC;
- 28 (g) Cross-Complainant further requests that the Court award Cross-Complainant its  
reasonable attorney fees and costs in bringing this action and award such other and  
further relief as the Court deems just and appropriate.

THIRD CAUSE OF ACTION:

(SLANDER OF TITLE)

1  
2 54) Cross-Complainant repeats and alleges each and every allegation set forth in paragraphs 1  
3 through 53 inclusive, and incorporates same herein by reference.

4 55) This is an action for damages against all named Cross-Defendants in excess of \$25,000.00,  
5 exclusive of interest and costs, but inclusive of attorney fees as an element of such damages.

6 56) The Cross-Defendants, who conspired to enforce the "GRANT DEED RESTRICTIONS"  
7 and purports to enforce same against Cross-Complainant, have slandered title to Cross-  
8 Complainant's property by illegally enforcing the "GRANT DEED RESTRICTIONS"  
9 against Cross-Complainant on the Subject Property.

10 57) The "GRANT DEED RESTRICTIONS" are unreasonable on their face in that they attempt  
11 to transform the set of restrictive covenants set forth in the Original Grant Deed into a new  
12 set of affirmative covenants which include an obligation to pay assessments according to a  
13 so-called "Fee Schedule" as described on AWAC-Inc Website WWW.AWAC.BIZ, A true  
14 and correct copy of AWAC-Inc FEE SCHEDULE is attached hereto as Exhibit "D".

15 58) The "GRANT DEED RESTRICTIONS" purport to be covenants which run with the land  
16 which will bind any and all successors in title to Cross-Complainant, without Cross-  
17 Complainant's consent, and hence create a cloud on title to the Subject Property whereby  
18 Cross-Complainant and its successors are, and/or will be, burdened with the affirmative  
19 obligation to be members of, and pay fees to AWAC-Inc the Imposter.

20 59) The purposes for said fees remains unclear in that the original "GRANT DEED  
21 RESTRICTIONS" discloses that there are no fees/assessments, and in fact all roadways are  
22 maintained by San Bernardino County, and individual lots within Tract 53 are maintained by  
23 owners.

24 60) There are no lands designated as common property on Tract 53, or as being owned or  
25 maintained by AWAC-Inc and no such common property is described in the Original Grant  
26 Deed. A true and correct copy of which is attached hereto as Exhibit "A". Hence, there is no  
27 legal document that reveals any common expenses as a basis for the levying of  
28 fees/assessments by AWAC-Inc the Imposter.

1 61) Moreover, it is irrelevant to Cross-Complainant whether AWAC-Inc might have chosen, or  
2 may choose, to own real or personal property and assume ownership or maintenance duties  
3 with respect to same. Cross-Complainant has no contractual or other legal or equitable  
4 affiliation with AWAC-Inc and never agreed to undertake any obligation to, or take on any  
affirmative action with respect to AWAC-Inc.

5 62) Cross-Defendants' fraudulent recording of a Lis Pendens, published in the San Bernardino  
6 County Public Records is untrue and disparaging to the Subject Property.

7 63) Cross-Defendants' disparagement of Cross-Complainant's Title to the Subject Property was  
8 without justification.

9 64) As a result of recording the Lis Pendens Cross-Defendants caused potential buyers of the  
10 Subject Property to conclude that ownership of subject property will obligate them to pay  
11 fees to AWAC-Inc.

12 65) As a result of the publication of such falsehoods in the Public Records of San Bernardino  
13 County, California, Cross-Complainant has incurred actual and special damages in the form  
14 of impairment of marketability of title to the Subject Property and expenses relating to  
curing same including, without limitation, attorney fees and related costs.

15 .FOURTH CAUSE OF ACTION:

16 (QUIET TITLE)

17 66) Cross-Complainant repeats and alleges each and every allegation set forth in paragraphs 1  
18 through 65 inclusive, and incorporates same herein by reference.

19 67) Cross-Complainant is the sole owner in fee simple of the real property herein above  
20 described.

21 68) The basis of Cross-Complainant title is a Grant Deed granting title to Cross-Complainant in  
22 fee simple that was recorded in the official records of the County of San Bernardino on June  
30, 2017.

23 69) Cross-Complainant is informed and believes and thereon alleges that Cross-Defendants, and  
24 each of them, claim an interest in the above-described real property adverse to Cross-  
25 Complainant in that Cross-Defendants, and each of them, claim an interest in that real  
26 property by operation of the Grant Deed Amendment Recorded in said County;

1 70) Cross-Complainant seeks to Quiet Title against all claims of Cross-Defendants, and each of  
2 them. The claims of Cross-Defendants, and each of them, are without merit and Cross-  
3 Defendants have no right, title, or interest whatsoever in the above-described real property  
4 or any part thereof;

5 71) Cross-Complainant seeks to quiet title in the aforementioned real property, confirming that  
6 title is vested solely in its name, free and clear of any claimed interest by Cross-Defendants,  
7 and each of them, and seeks to so quiet title as of the date of the commencement of this  
8 action.

9 72) As a result of such false claims, Cross-Complainant has incurred actual damages in the form  
10 of impairment of marketability of title to the Subject Property and expenses relating to  
11 curing same including, without limitation, attorney fees and related costs.

12 **FOURTH CAUSE OF ACTION:**

13 **(FRAUD)**

14 73) Cross-Complainant repeats and alleges each and every allegation set forth in paragraphs 1  
15 through 72 inclusive, and incorporates same herein by reference.

16 74) Cross-Defendants falsely and fraudulently represented to Cross-Complainant that AWAC-  
17 Inc was the Successor to Title Insurance Trust and ALA.

18 75) The representations made by Cross-Defendants were in false. The facts are: AWAC-Inc is  
19 not the successor to Title Insurance Trust nor ALA-AWAC.

20 76) Cross-Complainants are informed and believe and thereon allege, when Cross-Defendants  
21 made those representations they were aware of their falsity and intended, by those  
22 representations, to defraud and deceive Cross-Complainant with the intent to extort monies  
23 to which Cross-Defendants were and are not entitled.

24 77) As a proximate result of Cross-Defendants fraud and deceit and the facts hereto alleged,  
25 Cross-Complainant was damaged in the sum to be determined by the Court;

26 78) In doing the acts hereto alleged, Cross-Defendants acted with oppression, fraud, and malice,  
27 and Cross-Complainant is entitled to punitive damages to be determined by the Court;  
28

FOURTH CAUSE OF ACTION:  
(CONSPIRACY TO COMMIT FRAUD)

1  
2 79) Cross-Complainant repeats and alleges each and every allegation set forth in paragraphs 1  
3 through 78 inclusive, and incorporates same herein by reference.

4 80) Cross-Defendants ALA and AWAC-Inc and each of them knowingly and willfully  
5 conspired and agreed among themselves to conceal their relationship.

6 81) Cross-Defendants and each of them did the acts and things hereto alleged pursuant to, and in  
7 furtherance of the conspiracy and above-alleged agreement.

8 82) Cross-Defendants furthered the conspiracy by cooperation with AWAC-Inc whom they  
9 knew was an imposter without authority to amend the Grant Deed or to collect fees  
10 pertaining to Tract 53.

11 83) By aiding and abetting and encouraging AWAC-Inc, Cross-Defendants ratified and adopted  
12 the acts of AWAC-Inc.

13 84) On or about January 12, 2009, AWAC-Inc filed a civil complaint against MILL POND  
14 PARTNERS, L.P., ET AL., in San Bernardino Superior Court Case Number: CIVDS-  
15 900262; "AWAC contends that it is the successor of the grantees of certain grant deeds in  
16 1944, 1965 and 1990, and that pursuant to those deeds, retains ownership of all of the trees  
17 on the property, which was subsequently acquired by the defendant (MILL POND) for  
18 development and sale. AWAC-Inc also asserts that under these same Deeds, it retains the  
19 right to require its approval for any structures built on the property by the subsequent  
20 purchasers. In the original complaint that was filed on January the 12th of 2009, AWAC-Inc  
21 alleges that the MILL POND cut down more than one hundred trees on the property  
22 resulting in more than million dollars' worth of damages. AWAC-Inc seeks declaratory  
23 relief and injunctive relief to prevent MILL POND from cutting down more trees or erecting  
24 any structures on the property without the AWAC-Inc approval. AWAC-Inc recorded a Lis  
25 Pendens against the property, and AWAC-Inc subsequently recorded an amended Lis  
26 Pendens on May 13, 2009";

27 85) On or about August 18, 2009, the Court ruled on Mill Pond's motion seeking an order  
28 requiring AWAC-Inc to file an undertaking in the amount of \$10 million Dollars as a  
condition for maintaining its Lis Pendens against the property;

1 86) On August 18, 2009, The COURT FINDS: “MILL POND PARTNERS L.P'S MOTION  
2 FOR AN ORDER REQUIRING THE POSTING OF UNDERTAKING IS GRANTED.

3 OTHER ORDERS: PLAINTIFF IS TO FILE AN UNDERTAKING IN THE AMOUNT OF  
4 10 MILLION DOLLARS WITHIN 45 DAYS”;

5 87) On October 1, 2009, the court records indicate that the case was dismissed with prejudice;  
6 without any explanation or settlement agreement;

7 88) Cross-Complainant researched San Bernardino County Recorder's archived documents and  
8 discovered a document number: 2009-0432478 titled “QUITCLAIM DEED” recorded on  
9 September 30, 2009, the recorded document described in details: “AWAC-Inc does hereby  
10 REMISE, RELEASE, AND FOREEVER QUITCLAIM to MILL POND any and all interest  
11 claimed by AWAC-Inc in the Mill Pond Property Pursuant to the Deeds/documents  
12 described in Exhibit “B” attached and incorporated herein”;

13 89) Exhibit B details all the Recorded Documents specifically item number 3 which is the same  
14 Corporation Quitclaim Deed recorded in July 7, 1965, see Cross-Complaint Exhibit “B”; A  
15 true and correct copy of “AWAC-Inc QUITCLAIM DEED to MILL POND” is attached  
16 hereto as Exhibit “E”

17 90) Cross-Complainant is informed and believes based on the above discovered information of  
18 MILL POND lawsuit that ALA and AWAC-Inc Knowingly and deceitfully conspired  
19 together to conceal material facts from all lot owners in Tract 53 about the lack of authority  
20 of AWAC-Inc and ALA to exercise control over any lots in Arrowhead Woods;

21 91) As a proximate result of the wrongful acts hereto alleged Cross-Complainant has been  
22 generally damaged in the sum to be determined by the Court;

23 92) In doing the acts hereto alleged, Cross-Defendants acted with oppression, fraud, and malice,  
24 and Cross-Complainant is entitled to punitive damages to be determined by the Court;

25 93) Cross-Defendants did the things hereto alleged maliciously and to oppress Cross-  
26 Complainant; Cross-Complainant is therefore entitled to exemplary or punitive damages in  
27 the sum to be determined by the Court.

28 THEREFORE, Cross-Complainant respectfully requests that the Court award Cross-  
Complainant damages, exemplary and/or punitive damages, special damages, attorney fees and  
costs, and such other and further relief as the Court deems just and appropriate.



SIX CAUSE OF ACTION:

[VIOLATION UNDER CALIFORNIA MARKETABLE RECORD TITLE ACT LAW]

*(California Civil Code Section 880.350)*

94) Cross-Complainant repeats and alleges each and every allegation set forth in paragraphs 1 through 93 inclusive, and incorporates same herein by reference.

95) Cross-Defendants, violated the California Marketable Record Title Act (Act) Law which specifically states: "In Order To Preserve The Power Of Termination, The Owner Of Old Interest Is Required To Record A Notice Of Intent To Preserve Their Interest".

*(California Civil Code Section 880.350)*

96) In 1982, California Legislature passed the Act, which was a comprehensive statutory scheme "To simplify and facilitate real property title transactions in furtherance of public policy by enabling persons to rely on record title." (Civ. Code, §880.020 (b)) The Legislature declared that "real property is a basic resource of the people of the state and should be made freely alienable and marketable." (§880.020(a)(1)) "Interests in real property and defects in title created at remote times, whether or not of record, often constitute unreasonable restraints on alienation and marketability of real property because the interests are no longer valid or have been abandoned or otherwise become obsolete." (§ 880.020(a)(2)); As part of the statutory scheme, the Legislature abolished fees simple determinable and possibilities of reverter. (§885.020) "Every estate that would be at common law a fee simple determinable is deemed to be a fee simple subject to a restriction in the form of a condition subsequent. Every interest that would be at common law a possibility of reverter is deemed to be and is enforceable as a power of termination." As a result, a person entitled to take advantage of a breach of condition does not have an immediate right to the property; instead, "the grantee's estate does not terminate unless the power [of termination] is exercised in a timely manner by the person holding the power." (3 Miller & Starr, Cal. Real Estate (3d ed. 2011) Estates; Restraints; Perpetuities, § 9:5, pp. 9-12; see also § 885.010 [defining "power of termination"].) "To achieve [the public policy] goals, the Legislature adopted a recordation requirement for certain types of interests, including powers of termination. (§ 885.010) "Failure to record interests within a given period of time results in expiration of the interest. These times for expiration 'are absolute

1 and apply notwithstanding any disability or lack of knowledge of any person. . . . ' (§  
2 880.250, subd. (a))" (*Walton v. City of Red Bluff* (1991) 2 Cal.App.4th 117, 128 (*Walton*).)  
3 "The recordation provisions of the [A]ct provide for a simple and easy method by which  
4 the owner of an existing old interest may preserve it. If he fails to take the step of filing the  
5 notice as provided, he has only himself to blame if his interest is extinguished." (*Severns v.*  
6 *Union Pacific Railroad Co.* (2002) 101 Cal.App.4th 1209, 1227); "An interest may be  
7 preserved by the timely recordation of a notice of intent to preserve the interest and these  
8 notices may be given consecutively: Perpetuity of interest is not prohibited. Any person  
9 who claims an interest may record the notice, a form of which is provided in the statute. (§§  
10 880.320, 880.340.) . . . A power of termination expires at the later of: (1) 30 years after  
11 recordation of the instrument evidencing the power, (2) 30 years after recordation of the  
12 last notice of intent to preserve the power. (§ 885.030.)" (*Walton, supra*, 2 Cal.App.4th at p.  
13 128, fn. omitted.) If the period to record the notice expires before, on, or within five years  
14 after the operative date of the statute, the period is extended until five years after the  
15 operative date. (§ 880.370), "When a future estate in real property is subject to a power of  
16 termination, the power becomes unenforceable when it expires." (3 *Miller & Starr, supra*, §  
17 9:8, p. 9-23.) In that regard, section 885.060 provides:

18 (a) Expiration of a power of termination pursuant to this chapter makes the power  
19 unenforceable and is equivalent for all purposes to a termination of the power of  
20 record and a quitclaim of the power to the owner of the fee simple estate, and  
21 execution and recording of a termination and quitclaim is not necessary to terminate  
22 or evidence the termination of the power.

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

27 97) The "Restrictions" on Cross-Complainant's property located in Tract 53 were drafted in the  
28 form of "Deed Restrictions";

98) Under the Act, in order to preserve the power of termination, BOISE CASCADE, ALA, and  
AWAC-Inc were required to record a notice of intent to preserve their interest. (§880.350) a  
notice of intent must be recorded within 30 years of the date the instrument evidencing the  
power of termination was recorded or after the date a notice of intent was recorded. (§§

1 880.030, 885.030.) However, for interests that had already expired or would expire within  
2 five years of the Act's effective date, January 1, 1983, the Act provides a five-year grace  
3 period. (§ 880.370; Cal. Const., art. IV, § 8, subd. (c)(1); Severns, supra, 101 Cal.App.4th  
4 at p. 1220.)

5 99) The "Deed Restrictions" Exhibit "A" were recorded in San Bernardino County recorder's  
6 office on August 5, 1922.

7 100) The "Deed Restrictions" were set forth in the recorded documents in August 5, 1922,  
8 thus, the 30-year recording period expired on August 5, 1952.

9 101) Allowing for the Act's five-year grace period, from January 1, 1983, BOISE CASCADE,  
10 ALA, and AWAC-Inc were required to record their "Notice of Intent to Preserve their  
11 Interest" in all Restrictions no later than January 1, 1988.

12 102) Cross-complainant, upon information and belief thereon alleges that ALA and AWAC-  
13 Inc failed to record their "Notice of Intent to Preserve their Interest" in all Restrictions.

14 103) ALA and AWAC-Inc cannot dispute the fact that they violated the Act by failing to  
15 record any notices of intent under the Act to preserve their interest in all Restrictions.

16 104) Cross-complainant alleges ALA Corporation's Quiet Claim Deed (Exhibit "C") offers  
17 nothing of Value as all Restrictions were abandoned and unenforceable by the Failure of  
18 ALA and AWAC-Inc TO PRESEVE THEIR INTEREST IN ACCORDANCE WITH THE  
19 CALIFORNIA MARKETABLE TITLE ACT LAW.

20 105) Cross-complainant, upon information and belief thereon alleges ALA, and AWAC-Inc  
21 (Board Members) knowingly and deceitfully in violation of THE CALIFORNIA  
22 MARKETABLE TITLE ACT and seriously affected all Arrowhead Woods lot owners and  
23 causing them huge financial losses by slandering of titles, clouding their titles and rendering  
24 their titles unmarketable.

25 106) Cross-complainant upon information and belief thereon alleges ALA and AWAC-Inc are  
26 liable for damages for failing to clear all titles of all expired Deed Restrictions.

27 ///

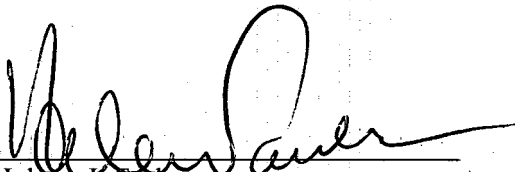
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1           THEREFORE, Cross-Complainant respectfully requests that the Court award Cross-  
2 Complainant damages, exemplary and/or punitive damages, special damages, attorney fees and  
3 costs, and such other and further relief as the Court deems just and appropriate.  
4

5  
6  
7 DATE: August 3, 2017


8   
9 Helene J. Farber  
10 Attorney for Cross-Complainant  
11 MICCASO GROUP LLC  
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VERIFICATION

1  
2 I, Ali Malaklou, am a Managing Member in MICCASO Group LLC, the Cross-  
3 Complainant in the above-entitled action. I have read the foregoing Cross-Complaint and  
4 Answer and know the matters stated in the foregoing documents are true of my own knowledge,  
5 except as to those matters which are stated on information and belief, and as to those matters, I  
6 believe them to be true.  
7

8 I declare under penalty of perjury that the foregoing is true and correct and that this  
9 Declaration was executed at San Bernardino, California on August 3, 2017.  
10

11 Date: August 3, 2017

12 by:   
13 Ali Malaklou, Managing Member  
14 Miccaso Group, LLC  
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# EXHIBIT "A"

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

GRANT DEED

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

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

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

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

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

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

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

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

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

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

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

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

Each of the rights, easements, and servitudes reserved hereunder (except as herein expressly otherwise stipulated) shall at all times be and remain a continuing right, easement and servitude, which may be exercised, used, availed of, and/or assigned, at any time, and from time to time; and the exercise, use, and/or assignment of any such right, easement, and/or servitude, shall never affect or impair the power of said Grantor, his heirs and assigns, to again exercise, use, and/or assign each and every of said rights, easements, and servitudes at any subsequent time.

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

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

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

The term "sea level" shall be, and shall be construed to be, that certain datum plane or point which is 5152.62 feet below the level of that certain bench mark which is the top of a 1" iron pipe set vertically in a concrete wall and located 1123.06 feet North 73° 27' 14" East from the quarter-corner between Sections 10 and 15 in Township 2 North, Range 3 West, San Bernardino Base and Meridian, in the County of San Bernardino, State of California.

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

The term "Arrowhead Woods" shall designate the lands and real property surrounding and immediately adjacent to Lake Arrowhead in said County and located in Township Two,

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



the lots hereinabove described are a part.

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

The term "Shore line" shall designate the highest contour line which will be touched by the waters of the lake when the surface of said lake shall be at an altitude of 5122 feet above sea level.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fourteenth: That any and all conditions and restrictions contained herein shall inure not only to the benefit of the Grantor, his heirs, successors and assigns, but also to the benefit of the owners of the lots in the tract of land first hereinabove mentioned, and any violation or breach of either or any of such conditions and/or restrictions may be prevented by injunction and such remedy may be availed of by the Grantor, his heirs, successors and assigns, or by Title Insurance and Trust Company, on his or their behalf, and/or upon proceedings instituted by not less than three owners of lots or portions thereof above described, and in addition to such injunctive relief Title Insurance and Trust Company, when any such violation or breach exists, shall have and continuously retain the right to summarily abate and remove, at the expense of the owner of the lot or lots thereby affected, any condition or thing which may exist contrary to the full purpose and intent of the provisions hereof, and any such

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

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

Robert G. Lester                      SEAL.

STATE OF CALIFORNIA            }  
COUNTY OF LOS ANGELES        } ss.

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

WITNESS my hand and Official Seal.

(Notarial Seal)

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

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

G. Rowsy                              Compared                              A. Goucher.

# EXHIBIT "B"

RECORDING REQUESTED BY:

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

92-022583

RECORDED IN  
OFFICIAL RECORDS

WHEN RECORDED MAIL TO:

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

MAIL TAX STATEMENTS TO:

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

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

92 JAN 21 PM 4:13

SAN BERNARDINO  
COUNTY, CALIF.

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

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

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

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

Dated: March 10, 1989.

BOISE CASCADE HOME & LAND CORPORATION,  
a Delaware corporation

By J.P. Brown Vice President

By [Signature] Assistant Secretary

92-022583

STATE OF IDAHO )  
 ) ss.  
COUNTY OF ADA )

On March 10, 1989, before me, the undersigned, a Notary Public in and for said State and County, personally appeared J. R. Ayre and A. James Balkins, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President, and Assistant Secretary, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Assistant Secretary of the Corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Jeanine A. Sims  
Notary Public  
Residing at: Boise, Idaho  
My Commission expires: 9/14/94

ARROWHEAD LAKE ASSOCIATION AND ARROWHEAD WOODS ARCHITECTURAL COMMITTEE, INC. hereby evidence their consent in writing to accept such assignment and to assume such duties as are contained and referred to in the subject Declarations of Restrictions.

ARROWHEAD LAKE ASSOCIATION, a California mutual benefit corporation

By [Signature]  
Its President

ARROWHEAD WOODS ARCHITECTURAL COMMITTEE, INC., a California non-profit mutual benefit corporation

By [Signature]  
Its President

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

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

WITNESS my hand and official seal.

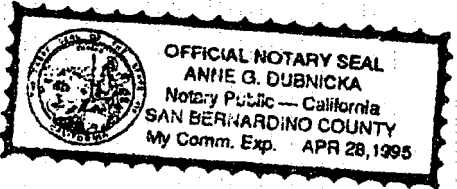


Cynthia J. Merrell  
Notary Public

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

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

WITNESS my hand and official seal.



Anne G. Dubnicka  
Notary Public



EXHIBIT A

Tract and Map Reference

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

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

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

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

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

Amended

Amended

Re-recorded

Modified

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

RECORDING REQUESTED BY

William J. Brunick, Esq.,

AND WHEN RECORDED MAIL TO

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

RECORDED IN  
OFFICIAL RECORD:

1990 AUG 31 PM 12:10

SAN BERNARDINO  
CO., CALIF.

MAIL TAX STATEMENTS TO

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

FREE	20075	3PCOR	4BRT
52			
5 BY	3 DT		6
10			M

90-349482

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Corporation Quitclaim Deed

CAT. NO. NN0576  
TO 1970 CA (1-86)

THIS FORM FURNISHED BY TIGOR TITLE INSURERS

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ none

- ( ) computed on full value of property conveyed, or
- ( ) computed on full value less value of liens and encumbrances remaining at time of sale.
- ( x ) Unincorporated area: ( ) City of \_\_\_\_\_, and

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

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

hereby REMISES, RELEASES AND QUITCLAIMS to  
ARROWHEAD WOODS ARCHITECTURAL COMMITTEE, INC., a corporation,

the following described real property in the  
County of San Bernardino, State of California:

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

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

Dated: July 11, 1990

STATE OF CALIFORNIA  
COUNTY OF San Bernardino } SS.

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

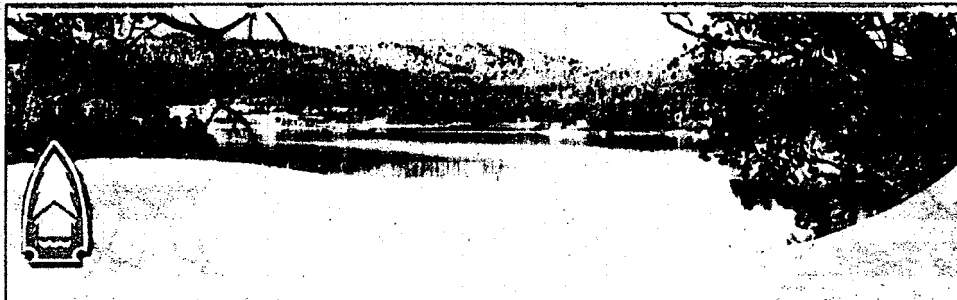
ARROWHEAD LAKE ASSOCIATION

90-349182

## EXHIBIT "A"

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

# EXHIBIT “D”



[About AWAC](#) [Current News](#) [Guidelines](#) [CC&R's](#) [Applications & Forms](#) [Contact Us](#) [Home](#)

What is AWAC?  
What are CC&Rs?  
AWAC Map

Latest Information  
Regarding AWAC

New Construction  
Remodeling & Repair  
Fuel Reduction  
Trees

Bylaws of Arrowhead Woods  
Architectural Committee, Inc.

CC&R Documents regarding  
Individual Tracts

**APPLICATIONS:**  
Approval Tips  
Fees

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

Email Us

## APPLICATIONS & FORMS

### Permit Application and Plan Review Fee Schedule

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

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

New Homes & Additions – First 1,000 sq feet	<b>\$800</b>
For each additional 500 sq feet the fee increases by (Example: 2,000 square foot home would be \$1,200)	<b>\$200</b>
Carport	<b>\$800</b>
Decks, Stairs & Retaining Walls	<b>\$300</b>
Dormers	<b>\$300</b>
Fences	<b>\$225</b>
Hardscape	<b>\$225</b>
Misc.	<b>\$160</b>
Outbuildings (under 120 sq. ft)	<b>\$260</b>
Painting and/or Siding	<b>\$60</b>
Roofing	<b>\$50</b>
Solar Panels	<b>\$200</b>
Tree Inspections for Trim or Removal	<b>\$80</b>
Window or Doors (Adding)	<b>\$160</b>
Deposit for New Home/Additions over 260 sq feet	<b>\$1,500</b>
Deposit for Additions under 250 sq feet	<b>\$500</b>
Additional Inspections/Administration Fee	<b>\$60 - \$1,000</b>

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

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

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

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

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

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

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# EXHIBIT "E"

Recorded in Official Records, County of San Bernardino

2/20/2009  
4:10 PM  
BN



**LARRY WALKER**  
Auditor/Controller - Recorder

P Counter

Doc#: 2009-0432478

Title: 1 Pages: 6



Fee	54.00
Taxes	0.00
Other	2.00
PRID	458.00

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

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

DOCUMENTARY TRANSFER TAX: \$0.00

This Space for Recorder's Use Only

Computed on the consideration or value of  
property conveyed

Signature of Declarant or Agent determining tax.

**TITLE:**

**QUITCLAIM DEED**

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

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



QUITCLAIM DEED

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

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

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

By:

Stacy McKay  
9/29/09 Its Dee / Mead

STATE OF CALIFORNIA )  
COUNTY OF San Bernardino

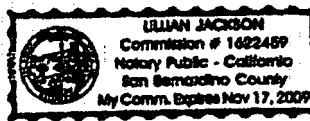
On September 29, 2009, before me, Lillian Jackson, Notary Public,  
personally appeared Stacy McCay  
who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is/~~is~~  
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in  
~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the  
person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

Lillian Jackson  
Signature

(Seal)



## EXHIBIT "A"

### LEGAL DESCRIPTION

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

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

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

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

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

## **EXHIBIT "B"**

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