

BOOK 9589 PAGE 1883

RECORDED IN
OFFICIAL RECORDS
1978 DEC 28 AM 11:49
SAN BERNARDINO
CO., CALIF.

RECORDING REQUESTED BY:

Metropolitan Advertising Agency, Inc.
9841 Airport Boulevard, Suite 500
Los Angeles, California 90045

1106

WHEN RECORDED MAIL TO:

Cox, Castle & Nicholson
2222 Martin Street, Suite 140
Irvine, California 92715
Attention: John R. Simon, Esq.

15.00
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DECLARATION OF RESTRICTIONS

This Declaration is made this 27th day of December, 1978, by METROPOLITAN ADVERTISING AGENCY, INC., a Delaware corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of record of that certain real property (hereinafter referred to as the "Property") in the County of San Bernardino, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, Declarant desires to establish a general plan of architecture and design (hereinafter called "said general plan") for the improvement and development of the Property; and

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

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NOW, THEREFORE, KNOW ALL MEN

BY THESE PRESENTS:

That Declarant hereby certifies and declares that it has established and does hereby establish a general plan of architecture and design for the protection, maintenance, development and improvement of the Property and that in accordance with said general plan the Property is and shall be held and conveyed upon and subject to the conditions hereinafter set forth, each and all of which are for the benefit of, and shall run with and be binding upon, the Property and each and any part or portion thereof, 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 the Property, but shall also apply to and bind each, every and any future owner of each, every and any portion or portions of the Property; (b) shall inure to the Benefit of each every and any future owner of each, every and any portion or portions of the Property; and (c) may be enforced not only by the Declarant, its successors and assigns, but also may be enforced by each, every and any future owner of each, every and any portion or portions of the Property.

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

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

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(a) "Property" means the real property described in Exhibit "A" attached hereto and incorporated herein by this reference.

(b) "building," "garage," "patio," "outbuilding," "fence" or structure" shall include both the main portion of said structures and all projections therefrom.

(c) "lot" shall mean a parcel of real property created by the recordation of a parcel or final subdivision map covering all or any portion of the Property.

II

(a) Subject to the provisions of Article III, below, no building, garage, patio, outbuilding, fence or other structure shall be constructed, erected, altered, remodeled, placed, maintained or be permitted to remain on the Property 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 an architectural committee (hereinafter referred to as the "Architectural Committee"), which shall be composed of five (5) members, selected as hereinafter set forth.

(b) The members of the Architectural Committee shall be selected and appointed by the Board of Directors (hereinafter referred to as the "Board") of the Lake Arrowhead

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Property Owners Association (hereinafter referred to as the "Association"). Any member of the Architectural Committee may be removed at any time, with or without cause, and his successor appointed by the Board. The Architectural Committee is presently composed of the following five (5) members:

Victor Simpson

Ernest Thabet

Bob Leo

Marion Scholl

Rich King

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

(d) The Architectural Committee shall have the power and authority to approve or disapprove the plans and specifications, and approval of said plans and specifications 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 Architectural 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

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its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Architectural Committee, will render the proposed structure inharmonious or out of keeping with the general plan of improvement of the Property or with the structures erected on other residential building sites within that area commonly known as Arrowhead Woods. The Architectural Committee may, if it so desires, adopt rules governing its procedure.

(e) The approval of the Architectural Committee of any plans or specifications submitted for approval as herein specified for use on any lot or building site shall not be deemed a waiver by the Architectural 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 or specifications submitted for approval as herein provided for use on other lots or building sites.

(f) If the Architectural Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications and the fee provided for in subparagraph (c) hereof have been submitted to it, it shall be presumed that the Architectural Committee has approved said plans and specifications as submitted. If, after such plans and specifications have been approved, the building, garage, patio, outbuilding, fence or other structures shall be altered, erected or maintained upon the lot or building site otherwise than as approved by the Architectural Committee such alternation,

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erection and maintenance shall be deemed to have been undertaken without the approval of the Architectural Committee having been obtained as required by this Declaration.

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

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

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

(g) For the purpose of making a search upon or guaranteeing or insuring title to any lien on and/or

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interest in any lot or parcel or building site within the Property, and for the purpose of protecting purchasers and encumbrancers for value 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, the Architectural Committee may issue a certificate showing that the plans and specifications 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 as to all matters within the jurisdiction of the Architectural Committee.

III

Declarant, as successor-in-interest to Boise Cascade Home & Land Corporation ("Boise") has subjected the Property to the within conditions pursuant to an Agreement (the "Agreement") between Boise and Arrowhead Lake Association obligating Boise to impose the conditions on any property in Arrowhead Woods owned by Boise developed for single-family residences. Since, on the date hereof, Declarant cannot know how the Property will be developed by future owners of the Property, it has, in accordance with its obligations under the Agreement as successor to Boise, subjected the entire Property to the conditions. However, it is not the intent of Declarant that the conditions apply to any portion of the Property which is not developed for

single-family residence purposes. Accordingly, the provisions of Article II shall not be applicable to the construction, erection, alteration, placement or maintenance of any building, garage, patio, outbuilding, fence or structure unless the same is or is a part of a single-family residence. As used herein, the term "single-family residence" means a detached dwelling unit intended for occupancy by one family. Without limiting the generality of the foregoing, the term single-family residence shall not include attached dwelling units, condominiums, units within a planned unit development or apartments.

IV

(a) The covenants, conditions and restrictions herein contained shall run with the Property 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 the Property.

(b) At any time prior to December 31, 2010, the owners of record of a majority of the lots in the Property may extend to a specified date the term during which said covenants, conditions and restrictions shall bind and affect the Property 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.

V

(a) No breach or violation of any of the covenants, conditions or restrictions herein contained shall defeat or

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render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property or any part thereof, but all said covenants, conditions and restrictions shall be binding upon and effective against any subsequent owner of the Property or portion thereof.

(b) The violation or breach of any of the covenants, conditions or restrictions herein contained shall give the Declarant, the Architectural Committee and/or any owner or owners of lots or building sites in the Property 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 or restrictions 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 or restriction 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, the Architectural Committee and/or the owner or owners of any lot, building site or portion of the Property.

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

and be subject to the same obligations and duties as are given to and assumed by Declarant and/or the Architectural Committee.

VIII

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

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

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.

METROPOLITAN ADVERTISING AGENCY, INC.,
a Delaware corporation,

By [Signature]
Its President

By [Signature]
Its Asst. Sec.

[Seal]

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(Corporation)

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ES.

On December 27 1978, before me, the undersigned,
a Notary Public in and for said State, personally appeared
Ronald F. Beldaker
known to me to be the _____ President, and
Stephen G. Shapiro known to me to be
ASST Secretary 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.



Sharon F. Jutras
Notary Public

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DESCRIPTION OF REAL PROPERTY

Tentative Tract 10198, unrecorded, being a subdivision of:

Lot 11, Tract No. 8676, in the County of San Bernardino, State of California, as per map recorded in Book 118 of Maps, Pages 16 to 18, inclusive, in the Office of the County Recorder of said County.

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RECORDING REQUESTED BY
ARROWHEAD WOODS ARCHITECTURAL
COMMITTEE



LARRY WALKER
Auditor/Controller - Recorder

12:40 PM
SG

P Counter

Doc#: 2010-0531619

Titles: 1 Pages: 4



Fees	24.00
Taxes	0.00
Other	0.00
PAID	\$24.00

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

CERTIFICATION OF AMENDMENT OF DECLARATION OF RESTRICTIONS

Legal
Solutions
Co. Plus LS-201

10198-1

**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 10198-1, SAN BERNARDINO COUNTY**

The undersigned, being the members of the Arrowhead Woods Architectural Committee, a California Corporation, appointed in writing by a majority of the record owners of lots numbered 1 to 6, inclusive, in Tract 10198-1, in the County of San Bernardino, 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 December 28, 1978, as Doc. No. 1106 at Book 9589, Page 1883, and as amended by the Declaration of Covenants, Conditions, and Restrictions recorded on July 29, 1985, as Doc. No. 85-181323.

Pursuant to Article IV(b) of said Declaration of Restrictions,

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 the Property.

The undersigned further certifies that the Arrowhead Woods Architectural Committee is the successor in interest to the Metropolitan Advertising Agency, Inc., and Moreland Development 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 10198-1.

A. Paul Meng
(Notarized signature of President)

Z. B. [unclear]
(Notarized signature of Vice President)

Stacey McKay
(Notarized signature of Secretary)

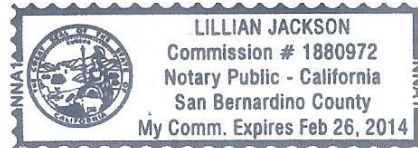
State of California)
County of San Bernardino)

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)



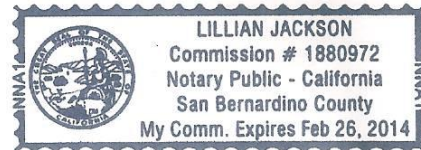
State of California)
County of San Bernardino)

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)

