

SEP 7 2017

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1 SAM SAMARAH
2 HERMINE MURRA
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7 Plaintiffs in Pro Per

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN BERNARDINO**
10 **CENTRAL DIVISION**

11 SAM SAMARAH, Individual;) **Case No.:** CIVDS1717319
12 HERMINE MURRA, Individual;)
13 Plaintiffs;) VERIFIED COMPLAINT for:
14 vs.)
15) 1) PERMANENT INJUNCTION;
16 ARROWHEAD WOODS) 2) DECLARATORY RELIEF;
17 ARCHITECTURAL COMMITTEE INC., a) 3) SLANDER OF TITLE;
18 California none profit Corporation,) 4) QUIET TITLE;
19) 5) FRAUD;
20 ARROWHEAD LAKE ASSOCIATION, a) 6) CONSPIRACY TO COMMIT FRAUD
21 California none profit Corporation;) 7) VIOLATION UNDER CALIFORNIA
22) MARKETABLE RECORD TITLE ACT
23 And all known and unknown Lot Owners of) LAW, (*California Civil Code Section 880.350*)
24 Tract 53 inclusive;)
25)
26 And all persons unknown claiming any legal)
27 or equitable right, title, estate lien, or interest)
28 in the property described in the Complaint)
named as DOES 1 to 95)
Defendants.)

24 ///
25 ///
26 ///
27 ///
28 ///

COMPLAINT

1
2 Plaintiffs, by and through the undersigned, hereby sues the above named Defendants, and
3 alleges as follows:

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

PARTIES

- 10
- 11 1) Plaintiffs SAM SAMARAH is domiciled in San Bernardino County, California, who is
12 Associate and Partner with Plaintiff Hermine Murra and at all times manage Plaintiff 's
13 Hermine Murra Properties, which Lot 13 in Tract 53 is one of the properties within His
14 Responsibilities.
 - 15 2) Plaintiff HERMINE MURRA is domiciled in San Bernardino County, California and the
16 title owner of improved real property located in San Bernardino County, commonly known
17 as 28051 State HWY 189, Lake Arrowhead, California, Zip Code 92352; Legal
18 Description: (Lot 13 of Tract No. 53, in County of San Bernardino, State of California, as
19 per Map recorded in Book 22, Page(s) 7 and 8 of Maps, in the Office of the County
20 Recorder of said County. Assessor's Parcel Numbers(s): 0335-113-16-0-000)
 - 21 3) Defendants, ARROWHEAD WOODS ARCHITURAL COMMITTEE, INC. (hereinafter
22 will be referred to as "AWAC-Inc"), is a California corporation not for profit.
 - 23 4) Defendants, ARROWHEAD LAKE ASSOCIATION, (hereinafter will be referred to as
24 "ALA"), is a California corporation not for profit.
 - 25 5) Plaintiffs unaware of the true names and capacities of defendants, and all known and
26 unknown Lot Owners of Tract 53 inclusive and therefore sue those Defendants by such
27 fictitious names; DOES sued hereto, as DOES 1 through 95
 - 28 6) Plaintiffs informed and believes and thereon states that Defendants at all times mentioned
herein were the agents, servants, subsidiaries, affiliates of each other and in doing the
things alleged were acting within the course and scope of such agency and employment
with the permission, consent and knowledge of each other.

1 7) Plaintiffs informed and believe and thereon states that each fictitiously sued Defendants
2 were in some way responsible for the acts alleged in the Complaint.

3 **ALLEGATIONS**

4 8) Plaintiffs made subject to affirmative obligations set forth in the expired, unenforceable
5 "GRANT DEED RESTRICTIONS," without Plaintiffs consent.

6 9) Plaintiffs entitled to declaratory Injunction and injunctive relief nullifying the affirmative
7 covenants set forth in the "GRANT DEED RESTRICTIONS", and are further entitled to
8 an award of their reasonable fees and costs of lawsuit, because the recorded "GRANT

9 DEED RESTRICTIONS" slander title to Plaintiff's property located in Lot 13 in Tract 53;
10 10) Plaintiffs have no relationship with any of Defendants.

11 **NATURE OF THE CLAIM**

12 **ORIGINAL GRANT DEED RESTRICTIONS RECORDED 1922**

13 **The Following Recorded Documents Affect Plaintiff's Property:**

14
15 11) Document recorded on **August 09, 1922 in Book 764 of Deeds, Page 17**, Grant Deed
16 From Robert G. Lester to TITLE INSURANCE AND TRUST COMPANY, A California
17 Corporation subject to Exclusions and Covenants, Conditions, Restrictions and Easements,
18 which provide that a violation thereof shall not defeat or render invalid the lien of any first
19 mortgage or deed of trust made in good faith and for value.

20 12) The Grant Deed Contained extensive list of seven (7) Exclusions and fifteen (15) of
21 Conditions, Restrictions, and Reservations), A true and correct copy of the "1922 GRANT
22 DEED" is attached hereto as **Exhibit (1)**.

23 13) The Original Grant Deed contains Restrictive Common Covenants that restrict use(s) of
24 the lots located within the Tract 53.

25 **The Original Grant Deed States, as follows:**

26 TO HAVE AND TO HOLD, to said Grantee, successors and assigns, subject to the
27 Exceptions and Reservations set forth herein, and to the following conditions, each of
28 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.....;

LIST OF FIFTEEN (15) CONDITIONS, RESTRICTIONS, AND RESERVATIONS
AS DEFINED IN THE RECORDED GRANT DEED:

1
2 **First:** *That said property may be used for residential purposes only.*

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

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

19 **Fourth:** *that such use is also limited by the specific that on each premises no store,*
20 *business or profession of any kind shall be maintained or carried on and that no readiness*
21 *shall be erected that is designed for occupancy by more than one family, that no flat,*
22 *double house, apartment houses, tenement houses, hotel, boarding and/or lodging house,*
23 *or any cesspool, vault, or privy, shall be erected, built or used.*

24 **Fifth:** *That the premises may be occupied and/or used only by persons of the White or*
25 *Caucasian Race and that no person of other or different Race may occupy or use any*
26 *portion thereof; provided that persons of other Races actually employed ae Servants of a*
27 *family entitled to occupy the premises may occupy such portion or portions of such*
28 *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 less than \$500.00.

1 **Seventh:** *that there shall never be any noxious thing, trade or business kept, maintained or*
2 *permitted upon premises nor shall any livestock of any kind (other than riding gad driving*
3 *horses for private use), or live poultry, be kept, permitted or maintained upon the*
4 *premises.*

5 **Eight:** *That no building may be occupied for residential proposes unless and until*
6 *furnished with modern plumbing fixtures adequate for disposal of all slope and liquid*
7 *refuge including sewage, and properly connected to sewer.*

8 **Ninth:** *That no garbage shall be permitted to remain on the premises for a period of more*
9 *than four days and that no garbage or refuse shall be thereon buried or burned, That the*
10 *premises shall be kept in a clean and sanitary condition free from any and all brush,*
11 *rubbish or refuse of any kind or, character, and that there must be removed there from any*
12 *and all undergrown, shrubs , weeds, woods and dead plants of any kind that may*
13 *constitute in the opinion of the inspector, a dangerous fire hazard, and that such removal*
14 *must occur within five days after notice by the inspector to the occupant, or owner of the*
15 *premises that such fire hazard exist.*

16 **Tenth:** *That no plumbing or sewer fixtures, pipes or air conditions may be covered,*
17 *enclosed or hidden from view until the same have been inspected and approved by the*
18 *inspector. That no electric wiring, electric fixtures, fuses, chimney, heating apparatus or*
19 *hot water apparatus may be used covered, enclosed or hidden from view until inspected*
20 *and approved by the inspector.*

21 **Eleventh:** *That no building: fence, wall or other structure shall be erected or maintained*
22 *upon, the premises, nor shall any alteration (for which, it were to be in the City Los*
23 *Angeles, It would be necessary to secure a permit from any Board, or the Building*
24 *Inspector, of said City) be made in the exterior interior any structure unless complete*
25 *plans and specifications therefor, showing the nature, kind, shape, height, material and*
26 *color scheme thereof, and indicating the location of such structure, or of such structure to*
27 *any structure, shall have been submitted to the Architectural Committee and approved in*
28 *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

1 Title Insurance and Trust Company, and Title Insurance and Trust Company shall have
2 the right in its uncontrolled discretion, to prohibit and to restrict and control the
3 construction, material and location of any and all signs, and any summarily remove and
4 destroy any such signs. This provision shall not, however, affect or limit the right of Title
5 Insurance and Trust Company to place any signs in, upon or near the premises which may
6 be required or desirable to enable Title Insurance and Trust Company to effect sales of
7 the lots herein described, nor shall it prevent the Arrowhead Mutual Service Company
8 from posting or erecting any signs necessary for the proper performance of its functions,

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

13 **Fourteenth:** That any and all conditions and restrictions contained herein shall inure not
14 only to the benefit of the Grantor, his heirs, successors, and assigns, but also to the benefit
15 of the owners of the lots in the tract of land first herein above mentioned, and any
16 violation or breach of either or any of such conditions and/or restrictions may be
17 prevented by Injunction such remedy may be of by the Grantor, his successors and assigns,
18 or by Title Insurance and Trust Company, his or their behalf, and/or upon proceedings
19 instituted by not less than three owners of lots or portions thereof above described, and in
20 addition to such Injunctive relief Title Insurance and Trust Company, when such violation
21 or breach exists, shall have and continually retain the right to summarily abate and
22 remove, at the expense of the owner of the lot or lots thereby affected, any condition or
23 thing which may exist contrary to the full purpose and intent of the provisions hereof, and
24 may such abatement or removal or entry by the Grantor, his heirs, successors, or by Title
25 Insurance and Trust Company, in connection, therewith, shall not be construed as a
26 trespass on the part the Grantor, his heirs, successors, and assigns, or by Title Insurance
27 and Trust Company, nor shall the Grantor, his heirs, successors, and assigns Title
28 Insurance and Trust Company, be holder for any damages on account thereof, The remedy
herein contained shall be cumulative and shall not be expulsive of other.

Fifteenth: That, upon any breach, or attempted breach of any of the conditions,
restrictions, and/or reservations herein contained, and/or upon any attempt to obstruct or
defeat and/or nullify any of said conditions, restrictions, and/or reservation, the premises

1 directly affected by such breach or attempted breach, obstruction, defeat and/or
2 nullification shall Forthwith revert to the Grantor, or his successors in the ownership of
3 the revisionary rights herein and hereby created, who shall have the right of immediate to
4 entry and possession. Provided, that a breach of any of the said conditions, restrictions,
5 and/or reservations, and/or reversion of title as herein provided shall not defeat or render
6 invalid the lien of any mortgage or deed of trust made in good faith and for value as to
7 said premises or any part thereof, but all said conditions, restrictions, and reservations
8 shall be binding upon and effective against any subsequent owner of said premises. IN
9 WITNESS THEREOF the said Grantor has hereunto set his hand and seal this 5th day of
August, 1922. Robert G. Lester

- 10 14) The Original Grant Deed does not contain any reference to fees or assessments;
- 11 15) The Original Grant Deed does not define common areas or other real or personal property
12 to be owned, managed, or maintained by such homeowners, nor does the general plan
13 describe common areas or any areas other than dedicated roadways and lots to be owned
14 by individual owners;
- 15 16) The persons and/or entities authorized to enforce the restrictive covenants within the Grant
16 Deed are described as follows: See Section Fourteenth in the Deed:
- 17 "Any violation or breach of either or any of such conditions and/or restrictions may be
18 prevented by Injunction such remedy may be of by the Grantor, his successors and assigns,
19 or by Title Insurance and Trust Company, his or their behalf, and/or upon proceedings
20 instituted by not less than three owners of lots or portions thereof above described, and in
21 addition to such Injunctive relief Title Insurance and Trust Company, when such violation
22 or breach exists, shall have and continually retain the right to summarily abate and
23 remove, at the expense of the owner of the lo or lots thereby affected, any condition or
24 thing which may exist contrary to the full purpose and intent of the provisions hereof, and
25 may such abatement or removal or entry by the Grantor, his heirs, successors, or by Title
26 Insurance and Trust Company, in connection, therewith, shall not be construed as a
27 trespass on the part the Grantor, his heirs, successors, and assigns, or by Title Insurance
28 and Trust Company, nor shall the Grantor, his heirs, successors, and assigns Title
Insurance and Trust Company, be holder for any damages on account thereof. The remedy
herein contained shall be cumulative and shall not be expulsive of other.";

- 17) Document recorded on August 09, 1922 in Book 758 of Deeds, Page 308. Grant of Easement to Arrowhead Mutual Service Company from Robert G. Lester for maintenance and care of the trees, roots, branches, etc., growing on property herein; A true and correct copy of the "GRANT OF EASEMENT" is attached hereto as **Exhibit (2)**;
- 18) Document recorded on September 08, 1922 as Book 764, Page 220 Official Records, Agreement between Robert Lester and TITLE INSURANCE AND TRUST COMPANY, A California Corporation, declaring modifications thereof to permit other conditions; A true and correct copy of the "AGREEMENT" is attached hereto as **Exhibit (3)**;
- 19) Document recorded on January 27, 1926 as Book 47, Page 462 of Official Records, Corporate Grant Deed from TITLE INSURANCE AND TRUST COMPANY, A California Corporation to J. O. Knapp, subject to Exclusions and Covenants, conditions, restrictions and easements, declaring modifications thereof recorded. A true and correct copy of the "GRANT DEED" is attached hereto as **Exhibit (4)**;
- 20) Document recorded on July 7, 1965 in Book 6425, Page 729, Corporate Quitclaim Deed From Arrowhead Mutual Service Company to All Lot Owners in Arrowhead Woods transferring ownership of all Trees and Shrubs, Roots, Branches, etc., growing on property herein described, with preservation and rights and care of the trees, roots, branches, etc., growing on property herein described and incidental purposes in the document recorded in Book 758 of Deeds, Page 308 and recorded of Official Records. A true and correct copy of the "CORPORATE QUITCLAIM DEED" is attached hereto as **Exhibit (5)**;

HISTORY

BOISE CASCADE SOLED "LAKE ARROWHEAD" TO ALA

- 21) Boise Cascade, a Delaware Corporation authorized to conduct Business in the State of California and Successor to TITLE INSURANCE AND TRUST COMPANY had been searching for someone to purchase its interests for several years, and for good reason. It had been forced to take its interests back several years previously when the Development Company was threatened with bankruptcy. The Federal Government had further ordered Boise Cascade to divest itself of its various monopolistic holdings.
- 22) Under the leadership of Ralph Wagner currently Board Member of ALA and others, the Arrowhead Lake Association (ALA) was formed to purchase 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 23) On or about 1975, Boise Cascade sold Lake Arrowhead and surrounding strip of shoreline
4 to ALA. The transition of the lake's development from a resort to the conflicted
5 management of a resort or reservoir lies in the hopeful, well-intentioned but ill-fated
6 transition that took place between 1975 and 1978.

7 24) During this time, Boise Cascade (the single purpose holding company) granted ownership
8 of Lake Arrowhead and certain unsold parcels to ALA (1975) and then separately, on or
9 about 1978, sold the control of the water rights from Lake Arrowhead to Lake Arrowhead
10 Community Services aka "LACSD".

11 25) On or about 1992 BOISE CASCADE assigned and Quitclaimed to ARROWHEAD LAKE
12 ASSOCIATION AND ARROWHEAD WOODS ARCHITECTURAL COMMITTEE OF
13 ARROWHEAD LAKE ASSOCIATION) as stated:

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

24 26) Plaintiffs property is located within Tract 53 which is **NOT INCLUDED** in Exhibit "A"
25 described Assignment and Quitclaim Deed;

26 27) This Assignment and Quitclaim Deed was executed by Boise Cascade on March 10, 1989,
27 and two (2) years later recorded and became effective on January 21, 1992. A true and
28 correct copy of the 1992 recorded Assignment and Quitclaim Deed is attached hereto as
Exhibit (6);

29 28) On or about August 31, 1990, AWAC-Inc recorded a Corporation Quitclaim Deed
executed by ALA. This document states the following:

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

6 A true and correct copy is attached hereto as **Exhibit (7)**;

7 30) On or about September 08, 2008, ALA filed a lawsuit in Superior Court of California,
8 County of San Bernardino, under Case Number CIVSS 808455 for "*Declaratory Relief*
9 *against AWAC-Inc. ALA Alleged that the 1990 Corporation Quitclaim Deed was*
10 *ambiguous on its face in that it did not identify the Covenants, Conditions and*
11 *Restrictions, and did not identify what breach of Covenants, Conditions and Restrictions*
12 *the Quitclaim related to, nor did it identify any particular document upon which any rights*
13 *of "forfeiture, enforcement and reentry . . . " could be based and thereon bestowed and to*
14 *which the 1990 Corporate Quitclaim Deed is referring."* See Exhibit (7) attached;

15 31) ALA contended that, as the owner of the real property and/or easements within the Subject
16 Property, had a right to control and make decisions with regard to all trees, landscaping,
17 improvements/modifications and/or additions on the Subject Property, whereas AWAC-
18 Inc disputed these contentions and contended that ALA (*pursuant to the 1990 Corporation*
19 *Quitclaim Deed and/or any other basis*) had no right to control and/or make decisions
20 related to trees, landscaping, improvements/modifications and/or additions on the Subject
21 Property without AWAC-Inc approval;

22 32) ALA requested from the Court a judicial determination and Grant Deed of the respective
23 rights, duties and obligations with regard to Subject Property, and specifically that Plaintiff
24 ALA, by and through its Board of Directors, Shoreline Committee, and other designated
25 committees, had an absolute and unfettered right to exercise Architectural and Landscape
26 control and make decisions without AWAC-Inc approval;

27 33) As a result of ALA lawsuit, ALA and AWAC-Inc secretly settled the lawsuit and kept the
28 settlement agreement sealed from all Lot Owners in Arrowhead Woods and Both refused
to disclose any details and consequently AWAC-Inc ceased and desisted from exercising
control over ALA Properties;

34) Unfortunately, to date AWAC-Inc., has continued to blackmail ARROWHEAD WOODS
Lot Owners, and extorting funds, illegal fees, and filing malicious lawsuits;

- 1 35) The Defendants ARROW HEAD WOODS ARTHICTUAL COMMITTEE INC. also
2 known AWAC-Inc., is an imposter and has no relationship to ALA-AWAC;
3 36) ALA failed to stop AWAC-Inc, the imposter, from collecting illegal fees and by remaining
4 silent with full knowledge of AWAC-Inc.'s violations, ALA conspired and aided and
5 abetted AWAC-Inc., in their fraudulent fee demands and unjust enrichment;
6 37) Plaintiffs is informed and believes and thereon alleges, AWAC-Inc was formed for the
7 purposes of controlling each of the respective lots established by the Developer bearing the
8 name Tract 53 located in San Bernardino County, State of California.
9 38) Defendants failed to present any evidence in support of their authority on behalf any lot
owners located in Tract 53;

10 **FIRST CAUSE OF ACTION**

11 **(PERMANENT INJUNCTION)**

- 12 39) Plaintiffs repeats and alleges each and every allegation set forth in paragraphs 1 through 38
13 inclusive, and incorporates same herein by reference.
14 40) This is an action for permanent injunction against the Defendants within the jurisdiction
15 of this Court.
16 41) Plaintiffs, on or about November 21, 2012, purchased the property located at 28051 Lakes
17 Edge Road, Lake Arrowhead, California 92352, Lot 13 within Tract 53, herein after
18 referred to as the "Subject Property".
19 42) Plaintiffs subjected to such unlawful obligations bear the threat that if Plaintiffs does not
20 comply with Defendants extortion to pay fees/assessments, will be charged with so-called
21 damages, interest, late charges, and attorney fees, and, if unpaid, may be reduced to a
22 judgment and judgment lien against Plaintiffs and the Subject Property.
23 43) Plaintiffs subjected to the most dreadful action of all, as described in provision FIFTEEN
24 in the Original Deed could revert Plaintiff's property to Defendants, and all of this for an
25 unauthorized payment to an unauthorized entity and without Plaintiffs consented to.
26 44) Plaintiffs are informed and believe and thereon allege Defendants have impaired Title to
27 the Subject Property by enforcing and imposing the Deed Restrictions which do not
28 include provisions mandating mandatory payment of fees/assessments against any and all
successors in Title to the Subject Property.
45) Plaintiffs are informed and believe and thereon allege AWAC-Inc imposed fees illegally.

1 46) Plaintiffs are informed and believe and thereon allege Defendants have altered the original
2 scheme of development in which Developer recorded a plan setting forth no common areas
3 or, the Developer did not contemplate common expenses to justify levying of assessments
4 by AWAC-Inc.

5 47) Plaintiffs are informed and believe and thereon allege Defendants have significantly
6 restricted and burdened ownership of the Subject Property by the unilateral imposition of
7 mandatory fees/assessments/restrictions due and payable to AWAC-Inc and the unilateral
8 imposition of mandatory fees/assessments/restrictions to Plaintiffs successors in title to the
9 Subject Property.

10 48) Plaintiffs are informed and believe and thereon allege Defendants have thus impaired
11 Plaintiffs vested ownership rights.

12 49) Plaintiffs has no adequate remedy at law in that only an order of the Court quashing all
13 Restriction, Conditions, Reservations, and setting aside mandatory
14 fees/assessments/restrictions can protect Plaintiffs vested ownership rights.

15 WHEREFORE Plaintiffs requests entry of a permanent injunction as follows:

- 16 (a) an order quashing and setting aside, in its entirety, the "GRANT DEED
17 RESTRICTIONS" pertaining to Tract 53 and barring the refileing of same;
18 (b) an order permanently enjoining AWAC-Inc from collecting or demanding payment of
19 mandatory fees/assessments from Plaintiffs or any other owners in Tract 53;
20 (c) an order quashing and setting aside mandatory fee schedule payable to AWAC-Inc by
21 any of Plaintiffs successors and/or assigns;
22 (d) An order requiring an accounting, disgorgement and return of all payments received by
23 AWAC-Inc from Lot Owners within Tract 53;

24 Plaintiffs further requests that the Court award Plaintiffs its reasonable fees and costs in
25 bringing this action and award such other and further relief as the Court deems Just and
26 appropriate.

27 **SECOND CAUSE OF ACTION:**

28 **(DECLARATORY RELIEF)**

50) Plaintiffs repeats and alleges each and every allegation set forth in paragraphs 1 through
49 inclusive, and incorporates same herein by reference.

51) This is an action for declaratory relief against all Defendants in accordance with California
Statutes, within the jurisdiction of this Court.

1 52) The facts alleged hereto show the existence of a real and substantial controversy between
2 the Plaintiffs and Defendants as a result of which Plaintiffs is in doubt as to its rights.

3 53) The Plaintiffs asserts as follows :

- 4 (a) Plaintiffs originally purchased the Subject Property in 2012, the scheme of the
5 development known as Tract 53 did not contain any common areas;
- 6 (b) Plaintiffs originally purchased the Subject Property in 2012, the scheme of the
7 development known as Tract 53 did not contain HOME OWNERS ASSOCIATION;
- 8 (c) The Original Grant Deed, recorded at the time Plaintiffs acquired title to the Subject
9 Property, did not call for the payment of mandatory fees;
- 10 (d) The Original Grant Deed, recorded at the time Plaintiffs acquired title to the Subject
11 Property, did not call for mandatory membership of any owners in Tract 53;
- 12 (e) The Original Grant Deed contained only Restrictive Covenants circumscribing uses of
13 one's lot in Tract 53 which in fact expired;
- 14 (f) The Original Grant Deed could not be amended by the owners of a majority of the lots
15 within Tract 53;
- 16 (g) Defendants have illegally and fraudulently created an impermissible cloud on Plaintiffs
17 Title to the Subject Property;
- 18 (h) Defendants may not charge mandatory assessments/fees against Plaintiffs in
19 Arrowhead Woods Tract 53 without Plaintiffs' consent to payment of such
20 assessments;
- 21 (i) Defendants may not require mandatory membership in AWAC-Inc from successors
22 and assigns of Plaintiffs or any other Lot owners within Tract 53;
- 23 (j) AWAC-Inc is an imposter and a voluntary organization which has no inherent power
24 over anyone who is not a member;
- 25 (k) Any decision of AWAC-Inc to acquire Title to real or personal property, or undertake
26 maintenance of same, can have no effect on non-members;
- 27 (l) AWAC-Inc has improperly and illegally demanded payment of fees/assessments by
28 non-members, including Plaintiffs;
- (m) A successor to any Lot Owners within Tract 53, can never be mandatorily required to
join AWAC-Inc as a "member" against current owner's will;
- (n) AWAC-Inc is a mere Social Organization;

1 (o) Not A single Lot Owners of Tract 53, comply with any of the fifteen (15) Conditions,
Restrictions, and Reservation listed in the 1922 Grant Deed;

2 (p) AWAC-Inc has wrongly impaired the rights and vested rights of lots owners within
3 Tract 53, including the rights of Plaintiffs.

4 54) Due to the nature of the above described dispute, unless Plaintiffs can obtain confirmation
5 of its rights to the Subject Property, it will lose vested rights in perpetuity.

6 55) Plaintiffs have justifiable questions as to the validity and legitimacy of the AWAC-Inc
7 powers and Authority.

8 56) There is a bona fide, actual, and present need for the rendering of a Declaratory Judgment
9 by this Court and if a Declaratory Judgment is not granted, the rights of the Plaintiffs and
10 all lot owners within Tract 53 will be irreparably harmed.

11 WHEREFORE Plaintiffs requests the rendering of a Declaratory Relief by the Court awarding
injunctive and supplemental relief as follows:

- 12 (a) an order finding that enforcing "GRANT DEED RESTRICTIONS" impermissibly
13 alters the scheme of the development and impermissibly impairs vested rights and
14 therefore Grants an Order to quash and sets aside, in its entirety, the "GRANT DEED
15 RESTRICTIONS " and bars the refileing of same to the extent that any provision
16 thereto requires mandatory payment of assessments to, or mandatory membership in,
17 AWAC-Inc (or any other entity) by lots owners within Tract 53 and their successors or
18 assigns;
- 19 (b) an order permanently enjoining AWAC-Inc from collecting or demanding payment of
20 mandatory fees/assessments from Plaintiffs or any Lot owners within Tract 53;
- 21 (c) an order quashing and setting aside mandatory fee schedule payable to AWAC-Inc by
22 any of Plaintiffs successors and assigns and any successor and assign of any other
owner in Arrowhead Woods Tracts;
- 23 (d) An order requiring an accounting, disgorgement and return of all payments received by
24 AWAC-Inc from lot owners within Tract 53;
- 25 (e) An order for AWAC-Inc to Cease and Desist from representing themselves as having
26 authority to assess, collect and enforce said assessment and collection of fees;
- 27 (f) An order for ALA to accept full responsibility for all damages caused by their silence,
28 conspiracy with AWAC-Inc, and or their aiding and abetting AWAC-Inc in posing as
ALA-AWAC;

1 (g) Plaintiffs further requests that the Court award Plaintiffs its reasonable fees and costs
2 in bringing this action and award such other and further relief as the Court deems just
3 and appropriate.

4 **THIRD CAUSE OF ACTION:**
5 **(SLANDER OF TITLE)**

6 57) Plaintiffs repeats and alleges each and every allegation set forth in paragraphs 1 through 55
7 inclusive, and incorporates same herein by reference.

8 58) This is an action for damages against all Defendants in excess of \$25,000.00, exclusive of
9 interest and costs, but inclusive of fees as an element of such damages.

10 59) The Defendants, who conspired to enforce the "GRANT DEED RESTRICTIONS" and
11 purports to enforce same against Plaintiffs, have slandered Title to Plaintiffs property by
12 illegally, and in violation California statutory Laws by enforcing expired, and unlawful
13 "GRANT DEED RESTRICTIONS" against Plaintiffs on the Subject Property.

14 60) The "GRANT DEED RESTRICTIONS" are unenforceable and unreasonable on their face
15 in that they attempt to transform the set of restrictive covenants set forth in the Original
16 Grant Deed into a new set of affirmative covenants which include an obligation to pay
17 assessments according to a so-called "Fee Schedule" as described on AWAC-Inc Website
18 WWW.AWAC.BIZ, A true and correct copy of AWAC-Inc FEE SCHEDULE is attached
19 hereto as **Exhibit (8)**;

20 61) The "GRANT DEED RESTRICTIONS" purport to be covenants which run with the land
21 which will bind any and all successors in Title to Plaintiffs Property, and hence create a
22 cloud on Title to the Subject Property whereby Plaintiffs and successors are, and/or will
23 be, burdened with the affirmative obligation to be, and pay fees to AWAC-Inc the
24 Imposter.

25 62) The purposes for said fees remains unclear in that the original "GRANT DEED
26 RESTRICTIONS" discloses that there are no fees/assessments, and in fact all costs for
27 maintenance, repairs, cleaning, and snow removal on roadways within Tract 53, are paid
28 by individual Lot Owners;

63) There was not and will never be any "HOME OWNERS ASSOCIATION" for Tract 53,
and no lands designated as common property within Tract 53, or as being owned or
maintained by AWAC-Inc and no such common property are described in the Original

Grant Deed. Hence, there is no legal document that reveals any common expenses as a basis for the levying of fees/assessments by AWAC-Inc the Imposter.

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

65) Defendants fraudulent Website known as "WWW.AWAC.BUZ", published on the Internet and Public Records is untrue. False advertising and disparaging to the Subject Property.

66) Defendants' disparagement of Plaintiffs Title to the Subject Property was without justification.

67) As a result Defendants caused potential buyers of the Subject Property to conclude that ownership of subject property will obligate them to pay fees to AWAC-Inc.

68) As a result of the publication of such falsehoods on the Internet and Public Records, Plaintiffs has incurred actual and special damages in the form of impairment of marketability of Title to the Subject Property and expenses relating to curing same including, without limitation, fees and related costs.

FOURTH CAUSE OF ACTION:

(QUIET TITLE)

69) Plaintiffs repeats and alleges each and every allegation set forth in paragraphs 1 through 68 inclusive, and incorporates same herein by reference.

70) Plaintiff Hermine Murra is the sole owner in fee simple of the real property herein above described.

71) Plaintiff's ownership is a Grant Deed granting Title to Plaintiffs in fee simple that was recorded in the official records of the County of San Bernardino on November 29, 2012.

72) Plaintiffs is informed and believes and thereon asserts that Plaintiff's Property is Zoned Commercial and currently leased and conducting business as a Hotel;

73) Plaintiffs believes, if any Defendants were to enforce any of the fifteen (15) provisions in the original Deed Restrictions stated above would cause Plaintiffs a huge loss and it could cause a reverter of Plaintiff's property to Defendants, because each of Defendants claim an interest in the above-described real property adverse to Plaintiffs in that Defendants, and

1 each of them, claim an interest in that real property by operation of the Grant Deed
2 Restrictions Recorded in said County;

3 74) Plaintiffs is informed and believes and thereon alleges that Defendants, and each of them,
4 claim an interest in the above-described real property adverse to Plaintiffs in that
5 Defendants, and each of them, claim an interest in that real property by operation of the
6 Grant Deed Restrictions Recorded in said County;

7 75) Plaintiffs seek to Quiet Title against all claims of Defendants, and each of them, the claims
8 of Defendants, and each of them, are without merit and Defendants have no right, Title, or
9 interest whatsoever in the above-described real property or any part thereof;

10 76) Plaintiffs seeks to Quiet Title in the aforementioned real property, confirming that Title is
11 vested solely in its name, free and clear of any claimed interest by Defendants, and each of
12 them, and seeks to so Quiet Title as of the date of the commencement of this action.

13 77) Plaintiffs seeks to Quiet Title in the aforementioned real property and expungement of all
14 Deed Restrictions contained in all of the following recorded documents:

- 15 a) Document recorded on **August 09, 1922 in Book 764 of Deeds, Page 17**, Grant Deed
16 From Robert G. Lester to TITLE INSURANCE AND TRUST COMPANY;
- 17 b) Document recorded on **August 09, 1922 in Book 758 of Deeds, Page 308**. Grant of
18 Easement to Arrowhead Mutual Service Company from Robert G. Lester for
19 maintenance and care of the trees, roots, branches, etc., growing on property herein;
- 20 c) Document recorded on **September 08, 1922 as Book 764, Page 220** Official Records,
21 Grant Deed From Robert Lester to TITLE INSURANCE AND TRUST COMPANY, A
22 California Corporation, declaring modifications thereof to permit other condition;
- 23 d) Document recorded on **January 27, 1926 as Book 47, Page 462** of Official Records,
24 Corporate Grant Deed from TITLE INSURANCE AND TRUST COMPANY, A
25 California Corporation to J. O. Knapp, subject to Exclusions and Covenants, conditions,
26 restrictions and easements Declaring modifications thereof recorded;
- 27 e) Document recorded on **July 7, 1965 in Book 6425, Page 729**, Corporate Quitclaim
28 Deed From Arrowhead Mutual Service Company to Lot Owner with preservation and
rights and care of the trees, roots, branches, etc.,
- f) Document recorded on **August 31, 1990, Number 90-349482**, Titled Corporation
Quitclaim Deed executed by ALA.
- g) Document recorded on **January 21, 1992 Number 92-022583**, Titled Assignment and
Quitclaim Deed was executed by Boise Cascade on March 10, 1989, and two (2) years
later recorded and became effective on January 21, 1992;

1 78) As a result of such false claims, Plaintiffs has incurred actual damages in the form of
2 impairment of marketability of Title to the Subject Property and expenses relating to
3 curing same including, without limitation, fees and related costs.

4 **FIFTH CAUSE OF ACTION:**

5 **(FRAUD)**

6 79) Plaintiffs repeats and alleges each and every allegation set forth in paragraphs 1 through 77
7 inclusive, and incorporates same herein by reference.

8 80) Defendants falsely and fraudulently represented to Plaintiffs that AWAC-Inc was the
9 Successor to Robert Lester, Title Insurance and Trust Company, Arrowhead Mutual
10 Service Company, Boise Cascade, and ALA.

11 81) The representations made by Defendants were false. The facts are: AWAC-Inc is not the
12 successor to Robert Lester, Title Insurance and Trust Company, Arrowhead Mutual
13 Service Company, Boise Cascade, and ALA.

14 82) Plaintiffs are informed and believe and thereon allege, when Defendants made those
15 representations they were aware of their falsity and intended, by those representations, to
16 defraud and deceive Plaintiffs with the intent to extort monies from Plaintiffs.

17 83) As a proximate result of Defendants fraud and deceit and the facts hereto alleged, Plaintiffs
18 was damaged in the sum to be determined by the Court;

19 84) In doing the acts hereto alleged, Defendants acted with oppression, fraud, and malice, and
20 Plaintiffs is entitled to punitive damages to be determined by the Court;

21 **SIXTH CAUSE OF ACTION:**

22 **(CONSPIRACY TO COMMIT FRAUD)**

23 85) Plaintiffs repeats and alleges each and every allegation set forth in paragraphs 1 through 84
24 inclusive, and incorporates same herein by reference.

25 86) Defendants ALA and AWAC-Inc and all known and unknown Defendants and each of
26 them knowingly and willfully conspired and agreed among themselves to conceal their
27 relationship.

28 87) Defendants and each of them did the acts and things hereto alleged pursuant to, and in
furtherance of the conspiracy.

1 88) Defendants furthered the conspiracy by cooperation with AWAC-Inc the Imposter whom
2 they knew have no authority to enforce Restrictions and collect fees affecting Tract 53.

3 89) Defendants by conspiring and aiding and abetting and encouraging AWAC-Inc the
4 imposter, Defendants ratified and adopted the acts of AWAC-Inc.

5 **90) In support of Plaintiffs allegations, the fowling facts are the proof;**

6 (a) On or about January 12, 2009, AWAC-Inc filed a civil complaint against MILL POND
7 PARTNERS, L.P., ET AL., in San Bernardino Superior Court under Case Number:
8 CIVDS-900262; *“AWAC-Inc., contended that it is the successor of the Grantees of*
9 *certain Grant Deeds in 1944, 1965 and 1990, and that pursuant to those Deeds, retains*
10 *ownership of all of the trees on the property, which was subsequently acquired by the*
11 *(defendant MILL POND) for development and sale. AWAC-Inc also asserted that under*
12 *these same Deeds, it retains the right to require its approval for any structures built on*
13 *the property by the subsequent purchasers; AWAC-Inc alleged that MILL POND cut*
14 *down more than one hundred trees on the property resulting in more than million*
15 *dollars’ worth of damages. AWAC-Inc pursued declaratory relief and injunctive relief*
16 *to prevent MILL POND from cutting down more trees or erecting any structures on the*
17 *property without AWAC-Inc approval. AWAC-Inc recorded a Lis Pendens against the*
18 *property, and AWAC-Inc subsequently recorded an amended Lis Pendens on May 13,*
19 *2009.”*

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

23 (c) On August 18, 2009, The COURT FINDS and ORDER: “MILL POND PARTNERS
24 L.P.’S MOTION FOR AN ORDER REQUIRING THE POSTING OF UNDERTAKING IS
25 GRANTED. PLAINTIFF IS TO FILE AN UNDERTAKING IN THE AMOUNT OF 10
26 MILLION DOLLARS WITHIN 45 DAYS”;

27 (d) On October 1, 2009, the court records indicate that the case was dismissed With-
28 Prejudice; without any explanation or settlement agreement;

(e) Plaintiffs researched San Bernardino County Recorder’s Archived Documents and
discovered a document number: 2009-0432478 titled “QUITCLAIM DEED” recorded
on September 30, 2009, the recorded document described in details: “AWAC does
hereby REMISE, RELEASE, AND FOREEVER QUITCLAIM to MILL POND any and

1 all interest claimed by AWAC in the Mill Pond Property Pursuant to the
2 Deeds/documents described in Exhibit "B" attached and incorporated herein; Exhibit B
3 details all the Recorded Documents specifically item number 3 which is the same
4 Corporation Quitclaim Deed recorded in July 7, 1965";

5 A true and correct copy of AWAC-Inc "QUITCLAIM DEED" to MILL POND is attached
6 hereto as **Exhibit (9)**.

7 91) Plaintiffs is informed and believes and allege based on the above discovered information in
8 MILL POND lawsuit that ALA and AWAC-Inc and all other Defendants Knowingly and
9 deceitfully conspired together to conceal material facts from Plaintiffs about the lack of
10 authority of AWAC-Inc and ALA to exercise control over any Lots within Tract 53;

11 92) Plaintiffs is informed and believes and allege based on the above its unconceivable that
12 AWAC-Inc., the imposter would file the Quitclaim Deed if in fact it had the Authority to
13 Enforce any Deed Restriction on any Tracts located in Arrowhead Woods Area,

14 93) As a proximate result of the wrongful acts hereto alleged Plaintiffs has been generally
15 damaged in the sum to be determined by the Court;

16 94) In doing the acts hereto alleged, Defendants acted with oppression, fraud, and malice; and
17 Plaintiffs is entitled to punitive damages to be determined by the Court;

18 95) Defendants did all things hereto alleged maliciously and to oppress Plaintiffs; therefore
19 Plaintiffs is entitled to exemplary and/or punitive damages in the sum to be determined by
20 the Court.

21 THEREFORE, Plaintiffs respectfully requests that the Court award Plaintiffs damages,
22 exemplary and/or punitive damages, special damages, fees and costs, and such other and
23 further relief as the Court deems just and appropriate.

24 **SEVEN CAUSE OF ACTION:**

25 **[VIOLATION UNDER CALIFORNIA MARKETABLE RECORD TITLE ACT**

26 **LAW] (California Civil Code Section 880.350)**

27 96) Plaintiffs repeats and alleges each and every allegation set forth in paragraphs 1 through 93
28 inclusive, and incorporates same herein by reference.

97) 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)

1 98) In 1982, California Legislature passed the Act, which was a comprehensive statutory
2 scheme "To simplify and facilitate real property title transactions in furtherance of public
3 policy by enabling persons to rely on record title." (Civ. Code, §880.020 (b)) The
4 Legislature declared that "real property is a basic resource of the people of the state and
5 should be made freely alienable and marketable." (§880.020(a)(1)) "Interests in real
6 property and defects in title created at remote times, whether or not of record, often
7 constitute unreasonable restraints on alienation and marketability of real property
8 because the interests are no longer valid or have been abandoned or otherwise become
9 obsolete." (§ 880.020(a)(2)); As part of the statutory scheme, the Legislature abolished
10 fees simple determinable and possibilities of reverter. (§885.020) "Every estate that would
11 be at common law a fee simple determinable is deemed to be a fee simple subject to a
12 restriction in the form of a condition subsequent. Every interest that would be at common
13 law a possibility of reverter is deemed to be and is enforceable as a power of termination."
14 As a result, a person entitled to take advantage of a breach of condition does not have an
15 immediate right to the property; instead, "the grantee's estate does not terminate unless the
16 power [of termination] is exercised in a timely manner by the person holding the power."
17 (3 Miller & Starr, Cal. Real Estate (3d ed. 2011) Estates; Restraints; Perpetuities, § 9:5,
18 pp. 9-12; see also § 885.010 [defining "power of termination"].) "To achieve [the public
19 policy] goals, the Legislature adopted a recordation requirement for certain types of
20 interests, including powers of termination. (§ 885.010) "Failure to record interests within
21 a given period of time results in expiration of the interest. These times for expiration 'are
22 absolute and apply notwithstanding any disability or lack of knowledge of any person. . . .'
23 (§ 880.250, subd. (a))" (Walton v. City of Red Bluff (1991) 2 Cal.App.4th 117, 128
24 (Walton).) "The recordation provisions of the [A]ct provide for a simple and easy method
25 by which the owner of an existing old interest may preserve it. If he fails to take the step of
26 filing the notice as provided, he has only himself to blame if his interest is extinguished.
27 "(Severns v. Union Pacific Railroad Co. (2002) 101 Cal.App.4th 1209, 1227); "An
28 interest may be preserved by the timely recordation of a notice of intent to preserve the
interest and these notices may be given consecutively: Perpetuity of interest is not
prohibited. Any person who claims an interest may record the notice, a form of which is
provided in the statute. (§§ 880.320, 880.340.) . . . A power of termination expires at the

1 later of: (1) 30 years after recordation of the instrument evidencing the power, (2) 30
2 years after recordation of the last notice of intent to preserve the power. (§ 885.030.)"
3 (Walton, supra, 2 Cal.App.4th at p. 128, fn. omitted.) If the period to record the notice
4 expires before, on, or within five years after the operative date of the statute, the period is
5 extended until five years after the operative date. (§ 880.370), "When a future estate in
6 real property is subject to a power of termination, the power becomes unenforceable when
7 it expires." (3 Miller & Starr, supra, § 9:8, p. 9-23.) In that regard, section 885.060
8 provides:

9 (a) Expiration of a power of termination pursuant to this chapter makes the power
10 unenforceable and is equivalent for all purposes to a termination of the power of
11 record and a quitclaim of the power to the owner of the fee simple estate, and
12 execution and recording of a termination and quitclaim is not necessary to
13 terminate or evidence the termination of the power.

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

18 99) The "Deed Restrictions" on Plaintiff's property located in Tract 53 were drafted in the
19 form of "Conditions, Restrictions, and Preservations";

20 100) Under the Act, in order to preserve the power of termination, BOISE CASCADE, ALA,
21 AWAC-Inc. their Heirs, Successors, or Assigns and Any/All Lot Owners of Tract 53, were
22 required to record under § 880.340, a "Notice of Intent to Preserve their Interest".

23 Pursuant to (§880.350) a notice of intent must be recorded within 30 years of the date the
24 instrument evidencing the power of termination was recorded or after the date a notice of
25 intent was recorded. (§§ 880.030, 885.030.) However, for interests that had already
26 expired or would expire within five years of the Act's effective date, January 1, 1983, the
27 Act provides a five-year grace period. (§ 880.370; Cal. Const., art. IV, § 8, subd. (c)(1);
28 Severns, supra, 101 Cal.App.4th at p. 1220.)

101) Both Documents, "GRANT DEED" Exhibit (1) recorded in San Bernardino County
recorder's office on August 5, 1922, and "CORPORATION QUITCLAIM DEED"
recorded July 7, 1965 Exhibit (5), thus, the 30-year recording period expired on August 5,
1952. And July 7, 1995 respectively;

102) Allowing for the Act's Five (5) years grace period, from January 1, 1983, BOISE
CASCADE, ALA, AWAC-Inc, Their Heirs, Successors, Assigns, and any/all Lot Owners

1 were required to record their "Notice of Intent to Preserve their Interest" in any
2 Restrictions no later than January 1, 1988, and July 7, 1995, respectively;

3 103) Plaintiffs, upon information and belief thereon alleges that ALA, AWAC-Inc, Their
4 Heirs, Successors, Assigns, and any/all Lot Owners failed to record their "Notice of Intent
5 to Preserve their Interest" in any Restrictions. § 880.330. Requisites of notice of intent.

6 104) ALA, AWAC-Inc, Their Heirs, Successors, Assigns, and any/all Lot Owners cannot
7 dispute the fact that enforcing expired and unreserved Deed Restriction, they have
8 violated the Act by failing to record any notice of intent under the Act to preserve their
9 interest in any Restrictions.

10 105) Plaintiffs alleges ALA "CORPORATION QUITCLAIM DEED" Exhibit (7) offers
11 nothing of Value as all Restrictions Expired, Abandoned, and Unenforceable by the
12 Failure of ALA AWAC-Inc, Their Heirs, Successors, Assigns, and any/all Lot Owners, to
13 preserve their interest in accordance with California Marketable Title Act.

14 106) Plaintiffs, upon information and belief thereon alleges ALA, and AWAC-Inc (Board
15 Members), Their Heirs, Successors, Assigns, and any/all Lot Owners, knowingly and
16 deceitfully in violation of "CALIFORNIA MARKETABLE TITLE ACT" and seriously
17 affected all Arrowhead Woods Lot Owners and causing them huge financial losses by
18 slandering of Titles, clouding their Titles and rendering their Titles unmarketable, under §
19 880.360. Slandering title;

20 107) Plaintiffs upon information and belief thereon alleges pursuant to
21 § 885.040. (Obsolete; powers; expiration; grants to public entities, etc.) which states:

22 (a) *If a power of termination becomes obsolete, the power expires.*

23 (b) *As used in this section, a power of termination is obsolete if any of the following
24 circumstances applies:*

25 (1) *The restriction to which the fee simple estate is subject is of no actual and substantial
26 benefit to the holder of the power.*

27 (2) *Enforcement of the power would not effectuate the purpose of the restriction to which
28 the fee simple estate is subject.*

(3) *It would be otherwise inequitable to enforce the power because of changed conditions
or circumstances.*

All Three (3) circumstances apply to all Lots within Tract 53 and renders all Conditions,
Restrictions, and Reservation stated in 1922 Recorded Grant Deed Obsolete, Expired and
Unenforceable;

108) Plaintiffs upon information and belief thereon alleges ALA, AWAC-Inc, and any/all
Lot Owners are liable for damages for failing to clear all Titles of all expired Deed
Restrictions.

109) Plaintiffs seeks Expungement and Quiet Title in the aforementioned real property on All Deed Restrictions contained in all of the following recorded documents:

- a) Document recorded on **August 09, 1922 in Book 764 of Deeds, Page 17**, Grant Deed From Robert G. Lester to TITLE INSURANCE AND TRUST COMPANY;
- b) Document recorded on **August 09, 1922 in Book 758 of Deeds, Page 308**. Grant of Easement to Arrowhead Mutual Service Company from Robert G. Lester for maintenance and care of the trees, roots, branches, etc., growing on property herein;
- c) Document recorded on **September 08, 1922 as Book 764, Page 220** Official Records, Grant Deed From Robert Lester to TITLE INSURANCE AND TRUST COMPANY, A California Corporation, declaring modifications thereof to permit other condition;
- d) Document recorded on **January 27, 1926 as Book 47, Page 462** of Official Records, Corporate Grant Deed from TITLE INSURANCE AND TRUST COMPANY, A California Corporation to J. O. Knapp, subject to Exclusions and Covenants, conditions, restrictions and easements Declaring modifications thereof recorded;
- e) Document recorded on **July 7, 1965 in Book 6425, Page 729**, Corporate Quitclaim Deed From Arrowhead Mutual Service Company to Lot Owners with preservation and rights and care of the trees, roots, branches, etc., growing on property herein described;
- f) Document recorded on **August 31, 1990, Number 90-349482**, Titled Corporation Quitclaim Deed executed by ALA.
- g) Document recorded on **January 21, 1992 Number 92-022583**. Titled Assignment and Quitclaim Deed was executed by Boise Cascade on March 10, 1989, and two (2) years later recorded and became effective on January 21, 1992;

THEREFORE, Plaintiffs respectfully requests that the Court award Plaintiffs 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.

DATE: September 7, 2017



SAM SAMARAH
Plaintiff Acting Pro Per

VERIFICATION

1
2 I, SAM SAMARAH, the Plaintiff acting Pro Per in the above-entitled action. I have
3 read the foregoing Complaint and know the matters stated in the foregoing documents are true
4 of my own knowledge, except as to those matters which are stated on information and belief,
5 and as to those matters, I believe them to be true.
6

7 I declare under penalty of perjury that the foregoing is true and correct and that this
8 Declaration was executed at San Bernardino, California on September 7, 2017.

9
10 Date: September 7, 2017

11 by: 
12 SAM SAMARAH
13 Declarant
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EXHIBIT (1)

No. 45. "Endorsed": Recorded at Request of Grantee, Aug. 9, 1922, at 4:30 Min. past 9 A.M., in Book 764 of Deeds, page 13. Records San Bernardino Co. Frank W. Nutter, County Recorder. By Fulton G. Feraud, Deputy Recorder. Fee \$1.15.

Compared
G. Rowsey A. Coucher.

o o o o o

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 on 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 75° 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, 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 the main office of Title Insurance and Trust Company in the said City of Los Angeles, or at such other place as Title Insurance and Trust Company may hereafter determine, and also at or adjacent to the Lake Arrowhead Postoffice. Title Insurance and Trust Company

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^{only} 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, 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.

Ninth: That no garbage shall be permitted to remain on the premises for a period of more than four days and that no garbage or refuse shall be thereon buried or burned. That the premises shall be kept in a clean and sanitary condition free from any and all trash, rubbish or refuse of any kind or character, and that there must be removed therefrom any and all weeds, shrubs, vines and dead plants of any kind that may constitute, in the opinion of the inspector, a dangerous fire hazard, and that such removal must occur within five days after notice by the inspector to the occupant or owner of said premises that such removal exists.

Tenth: That no swimming pools, fountains, pipes or conduits may be used,

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 abatement or removal or entry by the Grantor, his heirs, successors and assigns, or by Title Insurance and Trust Company, in connection therewith, shall not be construed as a trespass on the part of the Grantor, his heirs, successors and assigns, or by Title Insurance and Trust Company, nor shall the Grantor, his heirs, successors and assigns, or Title Insurance and Trust Company be liable for any damages on account thereof. The remedies herein contained shall be cumulative and one shall not be exclusive of the other.

Fifteenth: That upon any breach or attempted breach of any of the conditions, restrictions or other provisions herein contained and/or upon any attempt to obstruct or defeat or nullify any of said conditions, restrictions or other provisions,

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. Rowsey Compared A. Goucher.

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REGULAR MEETING OF THE BOARD OF SUPERVISORS,
MONDAY, AUGUST 7TH, 1922. TEN O'CLOCK A.M.

- Present:
A. G. Kendall, Chairman
C. S. Crain,
C. E. Grier,
Geo. S. Biggin,
M. P. Cheney, Supervisors

Harry L. Allison, Clerk of the Board, By F. J. Atkinson, Deputy.

The meeting comes to order at the call of the Chairman. All members are noted present.

Upon motion of Supervisor Cheney, duly seconded by Supervisor Grier, and carried, the following resolution was adopted, to-wit:

BE IT RESOLVED, this 7th day of August, 1922, by the Board of Supervisors of the County of San Bernardino, State of California, that the deed, dated March 22nd, 1920, executed by the Riverside Water Company for Right of Way, particularly described as follows, to-wit:

A strip of land 60 feet in width, being 30 feet on either side of the following described line, commencing in the center line of "F" Street, 30 feet north of the north east corner of Lot 45, said Dan Johnson Subdivision; thence east 150 feet.

And a strip of land 40 feet in width, being 20 feet on either side of the following described line, commencing in a point on the south line of said "F" Street, 30 feet north of the east corner of Lot 45, said Dan Johnson Subdivision.

EXHIBIT (2)

Witness my hand this 5th day of August 1922.

Charles Zimmer

State of California,
County of San Bernardino. SS.

On this 5th day of August 1922 before me, Isaac Jones a Notary Public in and for said county and State, residing therein duly commissioned and sworn, personally appeared Charles Zimmer known to me to be the person whose name is subscribed to the within and foregoing instrument and he acknowledged to me that he executed the same.

Witness my hand and official seal at said county.

Isaac Jones

(NOTARIAL SEAL)

Notary Public in and for the county of
San Bernardino, State of California.

No. 42. "Endorsed" Recorded at Request of Isaac Jones, Aug 9, 1922, at 11 Min. past 9 A. M. in Book 738 of Deeds, Page 307, Records San Bernardino Co. Frank W. Hutter, County Recorder. By Fulton G. Ferand, Deputy Recorder. Fee \$1.20.

R. Hill Compared A.E. George

GRANT DEED

ROBERT G. LESTER, a single man, does hereby grant to ARROWHEAD MUTUAL SERVICE COMPANY, a corporation organized under the laws of the State of California, and having its principal place of business at Los Angeles, California, hereinafter designated as the Grantee, of Los Angeles, California, its successors and assigns, all the following described property situate in the County of San Bernardino, State of California, to-wit:

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 the following:

Lot 1 to 76, both inclusive, of Tract Number 2, as per map thereof recorded in Book 22, Pages 4 and 5, of Maps, Records of said County.

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.

Lot 1 to 50, both inclusive, of Tract Number 55, as per map thereof recorded in Book 22, Pages 5 and 6 of Maps, Records of said county.

Lots 1 to 66, both inclusive, of Tract Number 56, as per map thereof recorded in Book 22, Pages 9 and 10 of Maps, Records of said County.

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; together with each and every right-of-way, easement and servitude which is necessary for the maintenance, care, growth, removal and / or 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 Arrowhead Mutual Service Company, its successors, or assigns, the removal of any tree, or trees, is necessary for the improvement of the landscape, for the protection or reasonable use of improvements and / or buildings on any of said lots, and / or for the location or construction of buildings or improvements on any of said lots.

Each and every of the rights, easements, and / or servitudes granted and established hereunder and hereby, shall, at all times, be and remain a continuing right, easement and / or servitude which may be exercised, enjoyed, used and / or assigned, at any time, and from time to time, and the exercise, enjoyment, use, and / or assignment of any such right, easement, and / or servitude shall never affect or impair the power of said Grantee, its successors and assigns, to again exercise, enjoy, use, and / or assign such right, easement, and / or servitude at any subsequent time.
The actual consideration for this Deed is less than \$100. No Revenue Stamps are necessary.

ROBERT G. LESTER (SEAL)

State of California } ss.
County of Los Angeles }

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.

Etta Martin

(NOTARIAL SEAL)

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

No. 47. "Endorsed" Recorded at Request of Grantee, Aug 9, 1922, at 46 Min. past 9 A. M. in Book 758 of Deeds, Page 308, Records San Bernardino Co. Frank W. Kutter, County Recorder. By Fulton C. Feraud, Deputy Recorder. Fee \$1.50

Compared
R. Hill A. E. George

GRANT DEED

We, James I. Wagner and Myrtle J. Wagner, husband and wife, in consideration of Ten Dollars to us in hand paid, the receipt of which is hereby acknowledged, do hereby GRANT to F. E. Allen and Grace Allan, husband and wife, as joint tenants, with right of survivorship all that real property situated in the City of Redlands County of San Bernardino, State of California, described as follows:

That portion of Lot Two (2) in Block Thirty (30) of the second preliminary map of Redlands, as per plat recorded in Book Five (5) of Maps, page Two (2) records of said county, particularly described as follows:

Commencing fifty-three (53) feet West of the Southeast corner of said Lot; thence running West on the South line of said Lot two hundred ninety-five (295) feet; thence North to the North line of said Lot; thence East on the Northerly line of said Lot to a point fifty-three (53) feet West of the Northeast corner of said Lot; thence South to the point of beginning.

Subject to 1922-23 taxes,
together with the appurtenances thereto belonging.

WITNESS our hands this 2nd day of August, 1922.

(U.S.I.R.3.\$5.50 cancelled)

James I. Wagner
Myrtle J. Wagner

EXHIBIT (3)

authorized, on the day and year of this agreement first above written.

Robert G. Lester (SEAL)

(CORPORATE SEAL)

TITLE INSURANCE AND TRUST COMPANY

By L. J. Beynon,
Vice President

By M. C. Wilson,
Assistant Secretary.

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On this 5th day of September, 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 who executed the foregoing instrument, and acknowledged to me that he executed the same.

(NOTARIAL SEAL)

Etta Martin

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

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On this 7th day of September, 1922, before me F. H. Greene, a Notary Public in and for said County, personally appeared L. J. Beynon, known to me to be the Vice President, and M. C. Wilson, known to me to be the Assistant Secretary of the Title Insurance and Trust Company, the corporation that executed the within and foregoing instrument and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

F. H. Greene

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

No. 52. "Endorsed". Recorded at Request of Pioneer Abs't & Title Guar'ty Co. Sep. 8, 1922 at - Min. past 11 A.M. in Book 764 of Deeds, Page 219. Records San Bernardino Co. Frank W. Hutter, County Recorder. By Eva Bemis, Deputy Recorder. Fee \$1.30.

Compared
D.P. Callack G. Rowsey

o o o o

THIS AGREEMENT, made and entered into at Los Angeles, California, this first day of September, 1922, by and between Robert G. Lester, a single man, and 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, California,

WITNESSETH that: WHEREAS said Robert G. Lester conveyed to said Title Insurance and Trust Company by deed dated August 9, 1922, and recorded in Book 764, Page 17 of Deeds, in the Office of the County Recorder, San Bernardino County, California, Lot A and Lots 1 to 95, both inclusive in Tract No. 53, as per map recorded in Book 22, Pages 7 and 8, Maps, Records of said County, and Lot A and Lots 1 to 117 both inclusive, in Tract No. 58, as per map recorded in Book 22, Pages 11 and 12, Maps, Records of said County, and in and by the terms and provisions of said deed did make and establish certain exceptions, reservations, restrictions and conditions; and

WHEREAS it was the intent and is now the desire of said Robert G. Lester to permit the creation on each and/or any of the following lots, to-wit: Lot A and Lots 1 to 4, both inclusive, Lots 42 to 45, both inclusive, and Lots 57 and 58 of said Tract No. 53, and Lot A and Lots 21, 49, 50 and 59 of said Tract No. 58, of flats, double houses, apartment houses,

bungalow courts, lodging houses, hotels and/or cafes; and

WHEREAS said Robert G. Lester is the owner of all the reversionary rights set forth, implied and created by said deed; and

WHEREAS said Title Insurance and Trust Company is the owner of all of the lots herein described;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that said conditions, restrictions and reservations be modified; and that on each and/or any of the following lots, to-wit: Lot A and Lots 1 to 4, both inclusive, Lots 42 to 45, both inclusive, and Lots 57 and 58 of said Tract No. 53, and Lot A and Lots 21, 49, 50 and 59 of said Tract No. 58, there may be erected flats, double houses, apartment houses, bungalow courts, lodging houses, hotels and/or cafes; anything contained or set forth in said deed to contrary notwithstanding; provided, however, that in every other thing, manner and particular, the conditions, restrictions and provisions of said deed shall remain in full force and effect; and

That this agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors and/or assigns of the respective parties hereto.

IN WITNESS WHEREOF said Robert G. Lester has hereto set his hand and seal, and said Title Insurance and Trust Company has caused its corporate name to be hereunto subscribed and corporate seal affixed by its Vice President and Assistant Secretary thereunto duly authorized, on the day and year of this agreement first above written.

Robert G. Lester (SEAL)

(CORPORATE SEAL)

TITLE INSURANCE AND TRUST COMPANY

By L. J. Beynon,
Vice President

By M. C. Wilson,
Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 5th day of September, 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 who executed the foregoing instrument, and acknowledged to me that he executed the same.

(NOTARIAL SEAL)

Etta Martin

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

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 7th day of September, 1922, before me, F. H. Greene, a Notary Public in and for said County, personally appeared L. J. Beynon, known to me to be the Vice President, and M. C. Wilson, known to me to be the Assistant Secretary of the Title Insurance and Trust Company, the corporation that executed the within and foregoing instrument and 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 same.

WITNESS my hand and official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

F. H. Greene

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

Recorded at Request of Pioneer Ab't & Title Guar'ty Co. Sep. 5, 1922 at 11:11 A.M. in Book 764 of Deeds, Page 220. Record San Bernardino Co. Frank W. Hester, County Recorder. By Geo. Davis, Deputy Recorder. Fee \$1.40.

D. P. Calbert
G. Rowsey

EXHIBIT (4)

CORPORATION GRANT DEED.

TITLE INSURANCE AND TRUST COMPANY, hereinafter designated as the "Seller" a corporation organized under the laws of the State of California, and having its principal place of business at Los Angeles, California, in consideration of Ten Dollars, to it in hand paid, the receipt of which is hereby acknowledged, does hereby GRANT to J. G. Knapp hereinafter designated as the "Buyer" all that real property situated in Arrowhead Woods County or San Bernardino, State of California, hereinafter referred to as the "Premises", and particularly described as follows:

Lot thirteen (13) of Tract No. 53, as per map recorded in Book 22, Pages 7 and 8 of Maps in the office of the County Recorder of said County, subject to all existing taxes, assessments, and encumbrances, and

Subject to all the conditions, terms and restrictions set forth in that certain deed from Robert G. Lester a single man, to the said Seller and recorded in Book 764 at Page 17, of Deeds, Records of said County, which said deed is hereby referred to and, for the purpose of establishing said conditions and restrictions and defining the terms used herein and therein and of describing the reservations and rights-of-way herein referred to, made a part hereof; and

Excepting and reserving from said premises all the easements and rights-of-way in said deed referred to and described; and excepting and reserving from said premises all the trees, rights-of-way, easements servitudes and other things heretofore conveyed by said Robert G. Lester to Arrowhead Mutual Service Company, a corporation organized under the laws of the State of California, by deed recorded in Book 758 at page 308 of Deeds, Records of said County, which said deed is hereby referred to, and, for the purpose of defining and limiting this exception and reservation, made a part hereof.

It is understood and agreed that in all respects and as to all the matters contained or referred to herein that said buyer relies only on the representations and statements made in this deed and the records referred to herein and that all understandings, representations, promises and agreements between the Seller and the Buyer have been and are merged in this deed that the Buyer has himself made an examination of the property sold and knows the true location and boundaries thereof and in regard to said location and boundaries relies upon his own knowledge and not upon any representation made to him; and that the Buyer, by his acceptance of this deed, specifically covenants and agrees that the Seller is not bound by any, and the Buyer hereby expressly waives all, promises, understandings and/or agreements, whether the same be verbal, written or by advertisement, which are not in this deed specifically set forth.

The Buyer, in like manner covenants that he is familiar with the conditions, restrictions, reservations, easements and rights-of-way referred to herein and understands the same; and the Buyer does further in like manner covenant, agree and undertake as part of the consideration for the conveyance to him of the premises herein described, to fully discharge and hold free and harmless the Arrowhead Mutual Service Company, its successors and assigns from all liability for damage done or caused persons and/or property by or due to, or the result of the existence, growth falling, death, removal, destruction and/or care and maintenance of any and all trees on, or that may hereafter be on, the said premises.

The term "Buyer" wherever used in this deed includes the plural as well as the singular and the masculine and feminine as well as the neuter gender.

In accordance with the terms provisions and reservations contained in said deed first above described as being recorded in Book 764 at Page 17, of Deeds, Records of said County, the width of the approach and/or approaches of the lot and/or lots above described is hereby defined as follows:

Along the line which is marked "27.00" a width of 15 feet; along the line which is marked "158.50" a width of 15 feet.

SUBJECT to all taxes for the fiscal year 1925-1926 and thereafter.

Said premises are conveyed subject also to the modifications of said conditions, terms and restrictions as set forth in a certain agreement executed by said Robert G. Lester and the Grantor recorded in Book 764 at Page 220, of Deeds, Records of said County.

IN WITNESS WHEREOF, the said Title Insurance and Trust Company has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed by its Vice President and Assistant Secretary, thereunto duly authorized by resolution of its Board of Directors a certified copy of which resolution is recorded in Book 140 at page 107 of Miscellaneous Records of Los Angeles County, State of California. Dated this 24th day of March, 1924.

TITLE INSURANCE AND TRUST COMPANY,
by L. J. Beynon, Vice President
by C. M. Sperry, Assistant Secretary

(CORPORATE SEAL)
(U.S.I.R.S. \$2.00 cancelled)

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES. } ss

ON THIS 25th day of March, 1924, before me F. H. Greene, a Notary Public in and for said County, personally appeared L. J. Beynon, known to me to be the Vice President and C.M. Sperry known to me to be the Assistant Secretary of the Title Insurance and Trust Company, the corporation that executed the within and foregoing instrument and 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 same.

WITNESS my hand and official seal the day and year in this certificate first above written.

F. H. Greene
Notary Public in and for the County of
Los Angeles, State of California.

(NOTARIAL SEAL)

No. 74. "Endorsed". Recorded at Request of Grantee, Jan 27, 1926, 5 Min. past 2 A.M. in Book 47 Page 62 of Official Records, San Bernardino County, Calif. Fulton G. Person; County Recorder. Fee \$1.40

Compared
A. Clark
A. Lamore.

GRANT DEED.

THIS INSTRUMENT, Made the fourteenth day of January in the year of our Lord nineteen hundred and twenty six between Leigh A. Fuller the party of the first part, and Anloff & Boulette Inc. a California corporation, Los Angeles California, the party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars gold coin of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents GRANT, SURRENDER, SELL AND CONVEY unto the said party of the second part, and to its successors and assigns forever, all the certain lots, pieces or parcels of land, situate lying and being in the County of San Bernardino and State of California, and bounded and particularly described as follows, to-wit:

Parcel 1- Lots number forty-eight (48) to Fifty one (51) inclusive and One Hundred twenty two (122), all in Block number four (4) Lots number twenty three (23) to twenty five (25) inclusive, all in Block number seven (7)

EXHIBIT (5)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PLACE INTERNAL REVENUE STAMPS IN THIS SPACE

Corporation Quitclaim Deed

Act I. R. S. §

400-A 10-51

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **ARROWHEAD MUTUAL SERVICE COMPANY,**

a corporation organized under the laws of the state of **California**, does hereby

REMISE, RELEASE AND QUITCLAIM to the respective record owners of the land hereinafter described in severalty, and upon the same tenure as their respective interests may appear of record in the office of the County Recorder of San Bernardino County, the real property in the county of **San Bernardino**, state of California, described as:

All of Grantor's right, title and interest in and to all of the trees and all of the roots, branches and parts thereof, growing on or that may hereafter grow, stand or be upon any subdivision lot or lots lying within those portions of the lands and real property surrounding and adjacent to "Lake Arrowhead" in said County, and located in Township 2 North, Range 3 West, SAN BERNARDINO MERIDIAN, as disclosed by subdivision maps of such area or any portion thereof, recorded in the office of the County Recorder of San Bernardino County.

PROVIDED, however, that the Grantees herein nor any of them will not cut down, remove or alter any living tree unless first approved by an Architectural Committee appointed by the Grantor herein, its successors or assigns.

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

Dated: July 1, 1965
By: [Signature] President
By: [Signature] Secretary

STATE OF CALIFORNIA
COUNTY OF

San Bernardino ss.

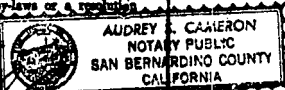
On July 1, 1965 before me the undersigned, a Notary Public in and for said County and State, personally appeared [Signature] known to me to be the _____ President, and [Signature] known to me to be the _____ Secretary of the corporation that executed the within instrument, and known to me to be the persons 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 by-laws or a resolution of its board of directors.

WITNESS my hand and official seal

SEAL

(Seal)

[Signature]
Notary Public in and for said County and State
AUDREY E. CAMERON
My Commission Expires May 15, 1968



SPACE BELOW FOR RECORDER'S USE ONLY

447

RECORDED
Title Insurance And Trust Company

JUL 7 8 51 AM '65
BOOK 6425 PAGE 729

OFFICIAL RECORDS
SAN BERNARDINO COUNTY, CALIF.
[Signature]

END OF DOCUMENT

05040

447

RECORDING REQUESTED BY:

92-022583

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

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	14	7	GIMS
3 PCOR		8	NO FEE
4 LNNT		9	ST FEE
5 SVY			
5			
			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

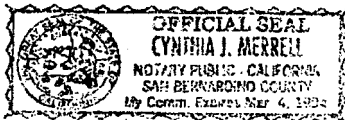
By Vice President

By Assistant Secretary

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.

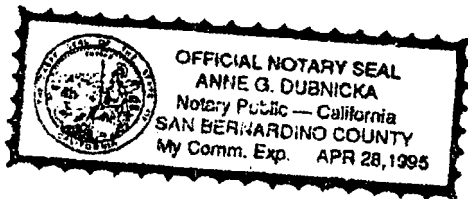


Cynthia J. Merrell
Notary Public

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

EXHIBIT (7)

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	28075	3000	4000
5	2		
5 BY	3	DT1	6
10			m

90-349482

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Quitclaim Deed

CA1. NO. NN00576
TO 1070 CA (1-88)

THIS FORM FURNISHED BY TICOR 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 thereto duly authorized.

Dated: July 11, 1990

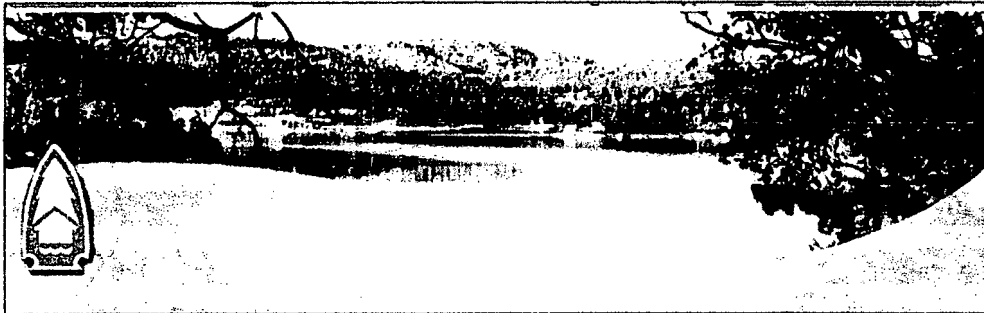
STATE OF CALIFORNIA }
COUNTY OF San Bernardino } SS.

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

ARROWHEAD LAKE ASSOCIATION

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. -



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

What is AWAC?
What are CC&R's?
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	\$800
For each additional 500 sq feet the fee increases by (Example: 2,000 square foot home would be \$1,200)	\$200
Carport	\$800
Decks, Stairs & Retaining Walls	\$300
Dormers	\$300
Fences	\$225
Hardscape	\$225
Misc.	\$150
Outbuildings (under 120 sq. ft)	\$250
Painting and/or Siding	\$50
Roofing	\$50
Solar Panels	\$200
Tree Inspections for Trim or Removal	\$50
Window or Doors (Adding)	\$150
Deposit for New Home/Additions over 250 sq feet	\$1,500
Deposit for Additions under 250 sq feet	\$500
Additional Inspections/Administration Fee	\$50 - \$1,000

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.

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.

Recorded in Official Records, County of San Bernardino

9/30/2009
4:10 PM
BW



LARRY WALKER
Auditor/Controller - Recorder

P Counter

Doc#: 2009-0432478

Title: 1 Pages: 6



Fee	54.00
Taxes	0.00
Other	2.00
PATD	56.00

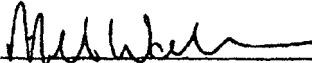
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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:

Stacey McKay
9/29/09 Its Secy / Pres

STATE OF CALIFORNIA

COUNTY OF San Bernardino

On September 29, 2009, before me, Lillian Jackson, Notary Public,
personally appeared Stacy McKay
who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is/~~are~~
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)

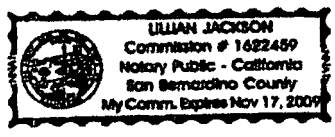


EXHIBIT "A"

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.