

CANNED

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

APR 25 2014

BY Paula Rogers
DEPUTY

1 THE LAW OFFICES OF JOHN G. WÜRM
2 JOHN G. WÜRM, State Bar No. 106475
3 27321 North Bay Road
4 Post Office Box 1875
5 Lake Arrowhead, California 92352
6 Telephone: (909) 337-2557
7 Facsimile: (909) 336-3697

8 Attorney for Plaintiff, Arrowhead Woods Architectural
9 Committee, Inc., a California corporation
10

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

LAW OFFICES OF JOHN G. WÜRM
P.O. Box 1875, Lake Arrowhead, CA 92352
Telephone: (909) 337-2557

13 ARROWHEAD WOODS)
14 ARCHITECTURAL COMMITTEE,)
15 INC., a California corporation,)
16 Plaintiff,)
17 v.)
18 HERMINE MURRA, and all persons)
19 unknown claiming any legal or equitable)
20 right, title, estate, lien or interest in the)
21 property described in the Complaint, named)
22 as DOES 1 to 50, inclusive)
23 Defendants.)

Case No.: CIVDS1405048

VERIFIED COMPLAINT FOR:

- 1) DECLARATORY RELIEF;
- 2) INJUNCTION; and
- 3) DAMAGES

#435-140425-0474

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

1 Plaintiff, ARROWHEAD WOODS ARCHITECTURAL COMMITTEE, INC. alleges
2 as follows:

3
4 **FIRST CAUSE OF ACTION**

5 **(Declaratory Relief)**

6 1. The Defendants herein named as "*all persons unknown claiming any legal or*
7 *equitable right, title, estate, lien, or interest in the property described in the Complaint, named*
8 *as DOES 1 to 50, inclusive,*" are unknown to Plaintiff. Such Defendants, and each of them,
9 claim some right, title, estate, lien or interest in the below-described property, adverse to
10 Plaintiff's title thereto. Such claim or claims are without any right whatsoever and these
11 Defendants have no right, title, estate, lien, or interest whatsoever in the below-described
12 property or any part thereof adverse to Plaintiff.

13 2. Defendant HERMINE MURRA (hereinafter referred to as "Defendant") is the
14 title owner of improved real property located in San Bernardino County, legally described as
15 Lot 289 of Tract No. 7074, Arrowhead Woods Tract No. 103 in
16 the County of San Bernardino, State of California, as per map
17 recorded in Book 91, Pages 12 to 18, inclusive, records of said
18 County
19 APN 0333-572-10, commonly known as 27568 North Bay Road, Lake Arrowhead, California
20 92352 (hereinafter referred to as "Defendant's Property").

21 3. Plaintiff, ARROWHEAD WOODS ARCHITECTURAL COMMITTEE, INC.
22 (hereinafter referred to as "AWAC") is the Successor to the Architectural Committee and
23 Grantor referenced in the *Declaration of Restrictions* attached hereto as Exhibit "A"
24 (hereinafter referred to as "*Declaration*") recorded on May 6, 1964 at Book 6142, Page 857.
25 Said *Declaration*, under Article VII, provides in part that no tree may be removed or destroyed
26 without Plaintiff's approval. Defendant's Property is subject to said *Declaration*.

27 4. AWAC is the successor to the Architectural Committee referenced in the
28 *Declaration*. The authority of AWAC to enforce the provisions of the *Declaration* was

1 extended pursuant to the *Certification of Amendment of Declaration of Restrictions* (hereinafter
2 referred to as "Amendment") recorded December 15, 2010 as Document No. 2010-0531600
3 attached hereto as Exhibit "B."

4 5. Plaintiff is informed and believes and thereon alleges that on or about August
5 30, 2013, Defendant either caused to or cut down one living tree on Defendant's Property.
6 Plaintiff is informed and believes and thereon alleges that the value of the tree that was cut
7 down was not less than eighteen thousand two hundred dollars (\$18,200). Subsequently, on or
8 about April 3, 2014, Defendants either caused to cut or cut down another living tree on
9 Defendant's property, which Plaintiff is informed and believes had a value of not less than
10 forty-three thousand, nine hundred dollars (\$43,900). Said trees were cut down without
11 Plaintiff's approval. Plaintiff incurred costs of \$368 in determining the value of said trees.

12 6. Plaintiff is entitled to treble damages under Civil Code § 3346 and Code of Civil
13 Procedure § 733.

14 7. An actual controversy has arisen and now exists between Plaintiff and
15 Defendants concerning their respective rights and duties relative to the Defendant's Property
16 described herein. Plaintiff contends that Defendants cannot cut down, remove or alter any
17 living tree unless first obtaining Plaintiff's approval. Defendants deny Plaintiff's contentions.

18 8. Plaintiff desires a judicial determination (1) of its rights and duties, (2) that
19 Defendant's Property is subject to the restrictions in the *Declaration* (3) that Plaintiff is the
20 successor of the architectural committee, and (4) that Plaintiff's authority to enforce the
21 provision in the *Declaration* was extended pursuant to the *Declaration*. The *Declaration*
22 provides in Article XII(d) that the prevailing party in any action brought to enforce the
23 *Declaration* is entitled to attorney's fees.

24 9. A judicial declaration is necessary and appropriate at this time; in order that
25 Plaintiff may ascertain its rights and duties under said *Declaration*; since Defendants have cut
26 down two living trees valued at sixty-two thousand one hundred dollars (\$62,100); and do not
27 acknowledge that Defendant's Property is subject to the restrictions in the said *Declaration*.
28 Plaintiff contends that Defendant's Property is subject to the restrictions in the *Declaration*.

1 Plaintiff is informed and believes and thereon alleges that Defendants dispute said contentions
2 and contend that they can cut down living trees on Defendant's Property without the approval
3 of Plaintiff.

4 **SECOND CAUSE OF ACTION**

5 **(Injunction)**

6 10. Plaintiff repeats and alleges each and every allegation in paragraphs 1 through 9,
7 inclusive, and incorporates same herein by such reference.

8 11. Plaintiff alleges that Defendants, and each of them, have violated the
9 *Declaration* by cutting down two living trees valued at not less than sixty-two thousand one
10 hundred dollars (\$62,100) without Plaintiff's approval, and Defendants do not acknowledge the
11 restrictions in said *Declaration* which apply to Defendant's Property.

12 12. Unless and until enjoined and restrained by Order of this Court, Defendants'
13 violation of the restrictions in said *Declaration* will cause great and irreparable injury to
14 Plaintiff in that the restrictions protect living trees on Defendant's Property which are
15 irreplaceable.

16 13. Plaintiff has no adequate remedy at law for the injuries which will be suffered as
17 a result of Defendant's violation of the restrictions in said *Declaration*. Therefore, Plaintiff is
18 entitled to injunctive relief.

19
20 **THIRD CAUSE OF ACTION**

21 **(Damages)**

22 14. Plaintiff repeats and alleges each and every allegation in paragraphs 1 through
23 13, inclusive, and incorporates same herein by such reference.

24 15. Plaintiff is informed and believes and thereon alleges that (1) on or about
25 August 20, 2013 and April 3, 2014, Defendants negligently and/or intentionally caused the
26 cutting of two living trees on Defendant's Property; (2) said trees were valued at not less than
27 sixty-two thousand one hundred dollars (\$62,100), and (3) Plaintiff has additional damages of
28 \$368. Defendants did not receive Plaintiff's approval before cutting down said living trees.

1 Article XII(b)(d) provides that AWAC is entitled to recover damages and attorney's fees for
2 any violation of the *Declaration*.

3 16. Plaintiff has suffered damages to be proven at trial, believed to be not less than
4 sixty-two thousand one hundred dollars (\$62,100), which is the value of the living tree cut
5 down by Defendants.

6 17. Plaintiff is entitled to double or treble damages under Civil Code § 3346 and
7 Code of Civil Procedure § 733.

8
9 Plaintiff prays for a judgment as follows:

10 **FIRST CAUSE OF ACTION**

11 **(Declaratory Relief)**

12 1. For a *Judgment* that Defendants must comply with the restrictions in said
13 *Declaration*, that Defendants not cut down, remove or alter any living trees on Defendant's
14 Property without Plaintiff's approval.

15 **SECOND CAUSE OF ACTION**

16 **(Injunction)**

17 2. For an *Order* requiring Defendants to show cause, if any they have, why they
18 should not be enjoined, as hereinafter set forth, during the pendency of this action;

19 3. For a temporary restraining order, a preliminary injunction and a permanent
20 injunction, ordering Defendants not to cut down, remove or alter any living tree on Defendant's
21 Property; and

22 4. For a *Judgment* for Defendants not to cut down any living trees without
23 Plaintiff's approval.

24 **THIRD CAUSE OF ACTION**

25 **(Damages)**

26 5. For damages to be proven at trial, but not less than sixty-two thousand four
27 hundred sixty-eight dollars (\$62,468).

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


6. Plaintiff's damages for the value of the tree be doubled or trebled under Civil Code § 3346 and C.C.P. § 733.

ON ALL CAUSES OF ACTION

- 7. For attorney's fees and costs of suit herein incurred as allowed by law; and
- 8. For such other and further relief as the court may deem proper.

Dated: April 22, 2014

LAW OFFICES OF JOHN G. WÜRM

By: 

JOHN G. WÜRM, Attorney for
Arrowhead Woods Architectural
Committee, Inc., a California
corporation

WINDERS
PURCHASE
11/7/91

TRACT 7074 CC&RS

BOOK 527

DECLARATION OF RESTRICTIONS
(Lake Arrowhead, California)

This Declaration, made this 27th day of April,
1964, by **TITLE INSURANCE AND TRUST COMPANY**, a California
corporation, as Trustee, (hereinafter referred to as
"Declarant"),

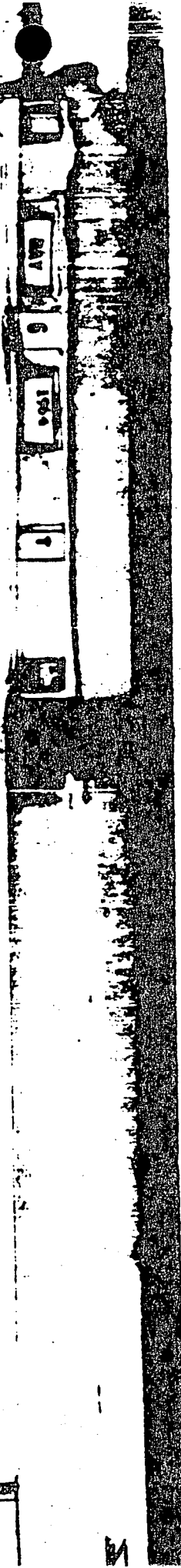
WITNESSETH:

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

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

WHEREAS, Declarant desires to establish a general plan
(hereinafter called "said general plan") for the improvement
and development of the Arrowhead Property and to that end
proposes to divide the Arrowhead Property into a series of
subdivisions, one of which is Tract No. 7074 (hereinafter
referred to as "said Tract") which is hereinafter more
particularly described, and

WHEREAS, in accordance with said general plan, Declar-
ant desires to subject said Tract to the following covenants,



conditions, restrictions and reservations (hereinafter referred to as the "conditions"), upon and subject to which all or any portion of said Tract shall be held, improved and conveyed;

NOW, THEREFORE, KNOW ALL MEN

BY THESE PRESENTS:

102

That Declarant hereby certifies and declares that it has established and does hereby establish a general plan for the protection, maintenance, development and improvement of the Arrowhead Property and that as a part of said general plan said Tract is and shall be held and conveyed upon and subject to the conditions hereinafter set forth, each and all of which are for the benefit of the owner of each part or portion of the Arrowhead Property and, until the release of said Trust Indenture as to all property described therein, are for the benefit of and shall be enforceable by Los Angeles Turf Club, Inc., and any other holder or holders of the promissory note secured by said Trust Indenture, and each and all of which (a) shall apply to and bind not only the Declarant while the owner of any part or portion of said Tract, but also each and every future owner thereof or of any part thereof; (b) shall inure to the benefit of not only the Declarant and Los Angeles Turf Club, Inc., or any other holder or holders of said promissory note but also to the benefit of each, every and any future owner of each, every and any portion or portions of the Arrowhead Property and to the benefit of Lake Arrowhead Development Co., a California corporation; (c) shall run with and be binding upon said Tract; and (d) may be enforced not only by the Declarant, by

LAW OFFICES

GOODMAN AND COGEN

2.

6142 MAY 858

Lake Arrowhead Development Co. and by Los Angeles Turf Club, Inc., and any holder or holders of said promissory note, but also by each, every and any future owner of any portion of the Arrowhead Property.

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

402

I

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

Lots 1 to 339 inclusive of Tract No. 7074, Arrowhead Woods Tract No. 103, as per map recorded in Book 91 of Maps, pages 12 to 18, inclusive, records of San Bernardino County, California.

II

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

- (a) "Arrowhead Property" means the property described in Granting Clause First of said Trust Indenture.
- (b) "Building," "structure" and "outbuilding" shall include both the main portion of such structures and all projections therefrom.
- (c) "Lot" means one of the numbered parcels on the map of said Tract recorded in the office of the County Recorder of San Bernardino County, California.
- (d) "Said Tract" means the property described in Article I hereof.

- (e) "Street" means any street, highway or other thoroughfare shown on the map of said Tract.
- (f) "Said general plan" means the general plan herein provided for.

III

(a) No building, garage, patio, outbuilding, fence or other structure shall be constructed, erected, altered, remodeled, placed, maintained or be permitted to remain on said Tract or any portion thereof unless and until three complete sets of plans and specifications therefor, including finished grading plans, plot plan showing location of such structure on the building site, floor and roof plan, exterior elevations, sections and salient exterior details and color scheme, including the type and location of hedges, walls and fences, shall have been submitted to and approved in writing by any two (2) members of the "Architectural Committee", which shall be composed of three (3) members, selected as hereinafter set forth.

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

Los Angeles Turf Club, Inc. shall select one (1) member and Lake Arrowhead Development Co. shall select one (1) member of said Committee and the two members so selected shall select the third member. Such third member may be removed at the written

102

direction of either Los Angeles Turf Club, Inc or Lake Arrowhead Development Co. in the absolute discretion of either of them and with or without cause, and the selection of a new third member to fill the vacancy created by the removal or resignation of the previous third member shall be by mutual agreement of Los Angeles Turf Club, Inc., and Lake Arrowhead Development Co. Each of said corporations shall appoint a replacement of its representative on said committee caused by such member's death, disability or removal. The Architectural Committee shall be initially composed of the following three members:

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

Audrey MacKay, as representative of Lake Arrowhead Development Co.

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

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

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

(d) Said Architectural Committee shall have the power

~~CONFIDENTIAL~~

and authority to approve or disapprove the plan and specifications, and approval of said plans, specifications and plot plan may be withheld not only because of noncompliance with any of the specific covenants, conditions and restrictions contained in this Declaration, but also by reason of the reasonable dissatisfaction of the Committee with the grading plan, location of the structure on the lot or building site, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height and style of the proposed structure or altered structures, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee, will render the proposed structure inharmonious or out of keeping with the general plan of improvement of said Tract or the Arrowhead Property or with the structures erected on other building sites in the said tract. Said Architectural Committee may, if it so desires, adopt rules governing its procedure.

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

(f) If the Committee fails to approve or disapprove such plans and specifications and plot plan within thirty (30)

1002

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

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

190142 100804

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

IV

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

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

(c) There shall not be erected or maintained on Lots

212 233

1 to 27, inclusive, Lots 130 to 132, inclusive, Lots 169 to 181, inclusive, Lots 237 to 250, inclusive, Lots 271 to 281, inclusive, Lots 313 to 332, inclusive, and Lots 337 to 339, inclusive, any residence which shall have a living area of less than 1,000 square feet, exclusive of car ports, garages and covered porches.

There shall not be erected or maintained on Lots 28 to 129, inclusive, Lots 133 to 168, inclusive, Lots 182 to 236, inclusive, Lots 251 to 270, inclusive, Lots 282 to 312, inclusive, and Lots 333 to 336, inclusive, any residence which shall have a living area of less than 1,200 square feet, exclusive of car ports, garages and covered porches.

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

(e) No person, except Lake Arrowhead Development Co., or its successors in interest, shall erect or maintain upon any part of said property or any lot or building site, any sign, advertisement, billboard, or other advertising structure of any kind.

(f) No fence, wall or hedge shall be planted, erected, located or maintained upon any lot in such location or at such height as to unreasonably obstruct the view from any other lot or lots in said Tract. The Architectural Committee

10012 1000

shall have the power and authority to modify the conditions and restrictions contained in this subdivision (f) of Paragraph IV as to any lot in said Tract, if said Architectural Committee, in its absolute discretion, deems it necessary or advisable to do so.

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

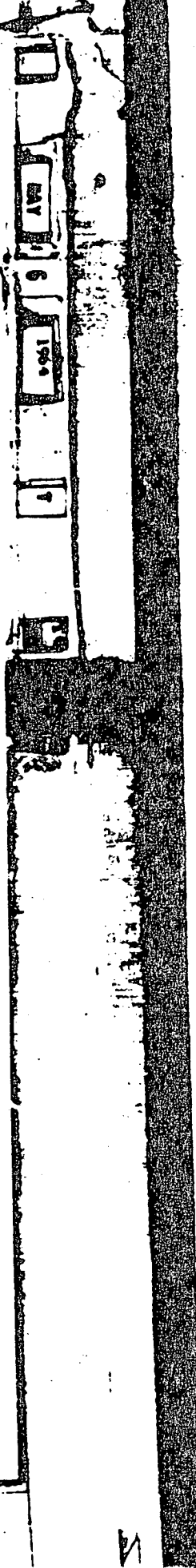
(h) A side yard shall be maintained on each lot of at least ten (10) feet in depth from all side property lines to the building line of any structure, with a minimum clearance of 7-1/2 feet from eaves or other projections to the side property line.

(i) An attached garage, a detached garage, or other auxiliary buildings or structures, not maintained or used for human habitation, shall be located to provide a minimum 7-1/2 foot clearance from the side property line of each lot to eaves or other projections, when the auxiliary building or structure is a minimum of 20 feet to the rear of the front wall of the residence nearest the street, if attached, or 40 feet to the rear of the front wall of the residence nearest the street, if detached.

(j) A rear yard shall be maintained on each lot of at least 25 feet from the property line to the nearest structural projection.

(k) Notwithstanding anything to the contrary herein contained, no building, or any part thereof, shall be placed, erected or maintained any closer to the front, rear or side property line than as shown on the recorded subdivision map

1002



1012-107

of said Tract.

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

V

No horses, cattle, cows, sheep, rabbits, pigs or other

102

142 103

animals, fowls or poultry, shall be kept, raised or permitted on said Tract or any part thereof, except that domestic cats, dogs and birds may be kept as household pets upon said Tract, provided, that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities.

102

VI

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

- (a) An easement for the construction, maintenance and operation of sewer mains, laterals, manholes, sumps and appurtenant equipment over and across those portions of the lots shown on Tract 7074 as public utility easements and those portions of said lots referred to as public utility easements on the Owner's Certificate shown on said map. And any conveyance by the Declarant shall except such easements so reserved from any grant or conveyance hereafter made of said Tract. Each of the rights, easements and servitudes reserved hereunder (except as herein otherwise stipulated) shall at all times be and remain a continuing right, easement, and servitude which may be exercised, used, availed of and/or assigned, at any time and from time to time, and the exercise, use and/or assignment of any such right, easement and/or servitude shall never

614 300

affect or impair the power of the declarant grantor, its successors or assigns to again exercise, use and/or assign each and every of said rights, easements and servitudes at any subsequent time.

FOR

VII

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

Declarant asserts that any grant or conveyance of any lot in said Tract 7074, or any part thereof, shall be made upon the following covenants to be observed and accepted by the grantees, which shall also be conditions subsequent:

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

Such grantees will do whatever is necessary for the

INDEX
6
1968
7
8

142 MS 978

maintenance, care, growth and development of each and every such tree and will for such purpose expend such funds and engage such expert personnel as may be reasonably necessary adequately to maintain and care for such trees, and pay all taxes, assessments, and charges levied against such trees.

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

VIII

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

IX

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

X

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

1882

MAY 6 1960

M

1022

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

XI

(a) The covenants, conditions and restrictions herein contained shall run with said land and shall be binding and in force and effect until December 31, 2010, for the mutual benefit of all the lots and building sites in said Tract and of all the lots and building sites now in existence or hereafter created in the Arrowhead Property with each other, both as to servient and dominant tenements as against all other lots in said Tract.

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

(c) The easements and reservations herein contained shall be perpetual unless released by the declarant grantor and/or those persons or corporations to whom such rights

112 872

have been assigned and conveyed as herein provided.

XII

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

(b) The violation or breach of any of the covenants, conditions, restrictions or reservations herein contained shall give the Declarant and/or Lake Arrowhead Development Co. and/or the Architectural Committee and/or any owner or owners of lots or building sites in said Tract or in any other portion of the Arrowhead Property and/or, until the release of said Trust Indenture as to all property described therein, Los Angeles Turf Club, Inc. and any other holder or holders of said promissory note, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the covenants, conditions, restrictions and reservations, to prevent or

1003

ENV 6 1969

M

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

(c) The result of every act or omission whereby any covenant, condition, restriction or reservation herein contained is violated, in whole or in part, is hereby declared to be and shall constitute a nuisance and every remedy allowed by law or in equity against an owner shall be applicable against every such result and may be exercised by Declarant, Lake Arrowhead Development Co., the Architectural Committee, or the owner or owners of any lot, building site or portion of said Tract or of any other portion of the Arrowhead Property or, until the release of said Trust Indenture as to all property described therein, Los Angeles Turf Club, Inc. and any other holder or holders of said promissory note.

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

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

XIII

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

112 874

property described therein, modify, amend, cancel or annul, with respect to all of said Tract, all or any of the covenants, conditions and restrictions contained in this Declaration and any supplement or amendment thereto, by instrument in writing signed by said owners and acknowledged by them so as to entitle it to be recorded in the office of the County Recorder of San Bernardino County, California.

1022

MAY 6 1968

XIV

Any and all of the rights, powers and reservations of Declarant and/or Lake Arrowhead Development Co. and/or the Architectural Committee herein contained, may be assigned to any other corporation or association which will assume the duties of Declarant and/or Lake Arrowhead Development Co. and/or the Architectural Committee pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its consent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant and/or Lake Arrowhead Development Co. and/or the Architectural Committee herein.

XV

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, Lake Arrowhead Development Co., the Architectural Committee, and the owner or owners of any portion of said Tract, or any

1957

other portion of the Arrowhead Property or their and each of their legal representatives, heirs successors and assigns, and, until the release of said Trust Indenture as to all property described therein, Los Angeles Turf Club, Inc. and any other holder or holders of said promissory note.

1957

XVI

The covenants, conditions and restrictions herein contained are intended to and shall supersede any previously recorded covenants, conditions and restrictions relating to those portions of Tract 7074 which were formerly included within the boundaries of Tract 2766, Arrowhead Woods Tract No. 8, as per plat recorded in Book 38 of Maps pages 89 and 90, and within the boundaries of Tract 2801, Arrowhead Woods Tract No. 9, according to map recorded in Book 39 of Maps pages 1 and 2, records of San Bernardino County, California.

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

TITLE INSURANCE AND TRUST COMPANY
A California corporation

By *B. J. ...*
Vice President

By *[Signature]*
Assistant Secretary

BOOK 6142 PAGE 870

MAY 6 1964

STATE OF CALIFORNIA }
County of San Bernardino } ss.

On April 27, 1964, before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. E. Branch and H. R. Taylor, known to me to be the Vice President and Assistant Secretary, respectively, of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

102

WITNESS my hand and Official Seal,

VENUS JACQUES
NOTARY PUBLIC, CALIFORNIA
COUNTY

Venus Jacques
Notary Public in and for said
County and State

When recorded return to:
Title Insurance and Trust Co.
340 Fourth Street
San Bernardino, California
attention: Venus Jacques
Asst. Trust Officer

102

RECORDED AT REQUEST OF
Title Insurance and Trust Company
MAY 6 1964 at 8 AM

BOOK 6142 PAGE 937
OFFICIAL RECORDS
San Bernardino County, Calif.
J. A. [Signature]

20

RECORDING REQUESTED BY
ARROWHEAD WOODS ARCHITECTURAL
COMMITTEE

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

Recorded in Official Records, County of San Bernardino

12/15/2010
12:40 PM
SG



LARRY WALKER
Auditor/Controller - Recorder

P Counter

Doc#: 2010-0531600



Titles:	1	Pages:	4
Fees		24.00	
Taxes		0.00	
Other		0.00	
PAID		\$24.00	

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

CERTIFICATION OF AMENDMENT OF DECLARATION OF RESTRICTIONS

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

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

**CERTIFICATION OF AMENDMENT OF DECLARATION OF
RESTRICTIONS FOR TRACT 7074, SAN BERNARDINO COUNTY**

The undersigned, being the members of the Arrowhead Woods Architectural Committee, a California Corporation, appointed in writing by the record owners of lots numbered 1 to 339, inclusive, in Tract 7074, in the County of San Bernardino, having an aggregate area equivalent to not less than 55% of the total area of said Tract, do hereby certify that said record owners have executed a written instrument appointing the undersigned to execute and record a document on their behalf to extend the term of said Declaration of Restrictions recorded on May 6, 1964, at Book 6142, Page 857.

Pursuant to Article XIII of said Declaration of Restrictions,

Article III(h) is deleted and replaced with the following:

“The powers and duties of the Architectural Committee shall cease after December 31, 2025, unless prior to said date and effective thereon, a written instrument shall be executed by the record owners of a majority of the lots in said Tract and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers and authorities previously exercised by the Architectural Committee. Successors to the current members of the Architectural Committee shall be chosen by a majority of the then current members of the Architectural Committee.”

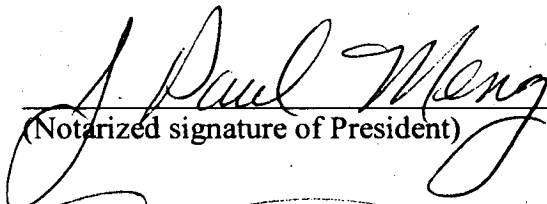
Article XI is deleted and replaced with the following:


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

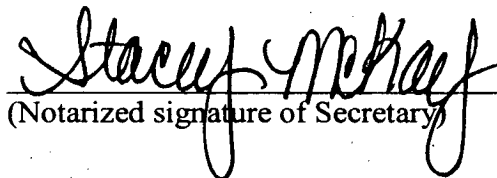
(b) At any time prior to December 31, 2025, a majority of the owners of record of lots or building sites in said Tract, subject to this Declaration, may extend the term during which said covenants, conditions and restrictions shall bind and affect said Tract by executing an instrument in writing to that effect.

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

The undersigned further certifies that the Arrowhead Woods Architectural Committee is the successor in interest to the Title Insurance and Trust Company. This Certification is made pursuant to the authority granted to the Arrowhead Woods Architectural Committee by the said record owners of the lots in Tract 7074.


(Notarized signature of President)


(Notarized signature of Vice President)


(Notarized signature of Secretary)

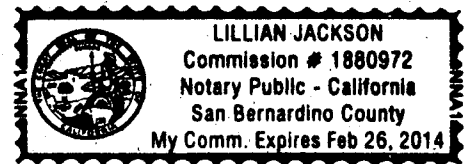
State of California)
County of San Bernardino)

On December 9, 2010, before me, Lillian Jackson, Notary Public, personally appeared J. PAUL MENG; who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Lillian Jackson (Seal)



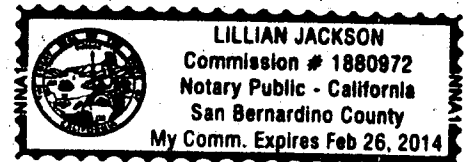
State of California)
County of San Bernardino)

On December 9, 2010, before me, Lillian Jackson, Notary Public, personally appeared E. A. REILLY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Lillian Jackson (Seal)



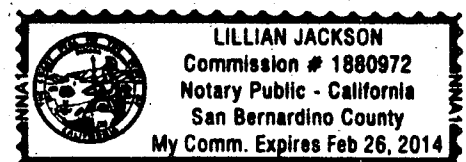
State of California)
County of San Bernardino)

On December 9, 2010, before me, Lillian Jackson, Notary Public, personally appeared STACEY MC KAY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Lillian Jackson (Seal)

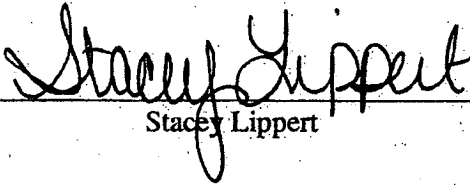


VERIFICATION

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am the executive director for Plaintiff, **ARROWHEAD WOODS ARCHITECTURAL COMMITTEE, INC.**, a California corporation, in this action. I have read the foregoing document entitled **VERIFIED COMPLAINT FOR DECLARATORY RELIEF, INJUNCTION and DAMAGES**, and know its contents. The matters stated in the foregoing document are true of my own knowledge, except the matters that are stated on my information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this Verification was executed on March 25th, 2014 at Lake Arrowhead, California.



Stacey Lippert

SCANNED

San Bernardino District - Civil
303 West Third Street

San Bernardino, CA. 924150210

CASE NO: CIVDS1405048

NOTICE OF TRIAL SETTING CONFERENCE
and NOTICE OF CASE ASSIGNMENT

IN RE: ARROWHEAD WOODS -V- MURRA

THIS CASE HAS BEEN ASSIGNED TO: DAVID COHN IN DEPARTMENT S37J
FOR ALL PURPOSES.

Notice is hereby given that the above-entitled case has been set for
Trial Setting Conference at the court located at 247 WEST THIRD STREET
SAN BERNARDINO, CA 92415-0210.

HEARING DATE: 10/24/14 at 8:30 in Dept. S37J

DATE: 04/25/14 Christina M. Volkers, Clerk of the Court
By: PAULA ROGERS

CERTIFICATE OF SERVICE

I am a Deputy Clerk of the Superior Court for the County of San
Bernardino at the above listed address. I am not a party to this
action and on the date and place shown below, I served a copy of the
above listed notice:

- () Enclosed in a sealed envelope mailed to the interested party
addressed above, for collection and mailing this date, following
standard Court practices.
- () Enclosed in a sealed envelope, first class postage prepaid in the
U.S. mail at the location shown above, mailed to the interested party
and addressed as shown above, or as shown on the attached listing.
- (/) A copy of this notice was given to the filing party at the counter
- () A copy of this notice was placed in the bin located at this office
and identified as the location for the above law firm's collection of
file stamped documents.

Date of Mailing: 04/25/14

I declare under penalty of perjury that the foregoing is true and
correct. Executed on 04/25/14 at San Bernardino, CA

BY: PAULA ROGERS

Notice 'NTSC' has been printed for the following Attorneys/Firms
or Parties for Case Number CIVDS1405048 on 4/25/14:

SCANNED

JOHN G WURM
PO BOX 1875
LAKE ARROWHEAD, CA 92352

SCANNED

COUNTY OF SAN BERNARDINO SUPERIOR COURT
San Bernardino District - Civil
303 West Third Street

San Bernardino, CA. 924150210

NOTICE OF CASE ASSIGNMENT FOR ALL PURPOSES - ADDENDUM

CASE NO: CIVDS1405048

Title of Case: ARROWHEAD WOODS -V- MURRA

Party Noticed:

PLEASE TAKE NOTICE: AFTER MAY 12, 2014, THIS CASE WILL BE HEARD AT THE SAN BERNARDINO JUSTICE CENTER, 247 WEST 3RD STREET, SAN BERNARDINO, CA 92415-0210

The above-entitled case has been assigned for all purposes to the San Bernardino Justice Center as of May 12, 2014 and will be assigned to (DAVID COHN) in Department S37J.

Hearing dates set and/or document filings submitted on or PRIOR to May 09, 2014 will be heard and accepted at the court location at the top of this notice.

Hearing dates set on or after May 12, 2014 are hereby confirmed for Department S37J and any document filings submitted on or AFTER this date must be filed at the new location.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE COURT WHERE THE MATTER IS CURRENTLY BEING HEARD. NO FURTHER NOTICE WILL BE SENT. Any exhibits/subpoenaed records currently filed with the court will be transferred to the appropriate district.

A COPY OF THIS NOTICE MUST BE SERVED ON ALL DEFENDANTS TO THE PARTY SERVED: The date(s) indicated on the notice DO NOT INCREASE the time you have to respond to the complaint filed against you as the time for your response is stated on the "SUMMONS".

Notice 'SBJCA' has been printed for the following Attorneys/Firms
or Parties for Case Number CIVDS1405048 on 4/25/14:

SCANNED

JOHN G WURM
PO BOX 1875
LAKE ARROWHEAD, CA 92352