

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

AUG 04 2017

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6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **COUNTY OF SAN BERNARDINO**
8 **CENTRAL DIVISION**

10 ARROWHEAD WOODS) **Case No.: CIVDS1405048**
11 ARCHITECTURAL COMMITTEE,)
12 INC., a California Corporation) **VERIFIED CROSS-COMPLAINT for:**
13 Plaintiff;)
14 vs.) 1. PERMANENT INJUNCTION;
15) 2. DECLARATORY RELIEF;
16 INVESTMENT GROUP LLC., a California) 3. SLANDER OF TITLE;
17 Corporation,) 4. QUIET TITLE;
18 Defendants.) 5. FRAUD;
19) 6. CONSPIRACY TO COMMIT FRAUD;
20) 7. VIOLATION UNDER CALIFORNIA
21 INVESTMENT GROUP LLC, a California) **MARKETABLE RECORD TITLE ACT**
22 Corporation) **LAW, (*California Civil Code Section***
23 Cross-Complainant;) **880.350).**
24 vs.)
25) **JUDGE: Honorable David Cohn**
26 ARROWHEAD WOODS) **DEPARTMENT: S26**
27 ARCHITECTURAL COMMITTEE INC., a) **DATE: October 12, 2017**
28 California none profit Corporation,) **TIME : 8:30 am**
ARROWHEAD LAKE ASSOCIATION, a)
California none profit Corporation;)
and all persons unknown claiming any legal)
or equitable right title estate lien or interest)
in the property described in the Cross-)
Complaint named as DOES 1 to 50)
inclusive;)
Cross-Defendants.)

CROSS-C O M P L A I N T

CROSS-COMPLAINANT, by and through undersigned, hereby sue the above-named Cross-Defendants, and allege as follows:

This is an action for Permanent Injunction; Declaratory Relief; Slander of Title; Quiet Title; Fraud; Conspiracy to Commit Fraud; and for violation under the California Marketable Record Title Act, (*California Civil Code Section 880.350*). It is within the jurisdiction of this Court, and relates to an improper attempt to impose affirmative covenants, (including an obligation to pay fees and other charges) upon owners within a residential subdivision Tract 7074 with neither their agreement nor consent.

PARTIES

- 1) Cross-Complainant is a resident of San Bernardino County, California, who owns a Lot within that certain Tract located in San Bernardino County, California, known as "Arrowhead Woods." Cross-Complainant is the title owner of improved real property located in San Bernardino County legally described as Lot 289 of Tract No 7074 Arrowhead Woods Tract No 103 in the County of San Bernardino State of California as per map recorded in Book 91 Pages 12 to 18 inclusive records of said County APN: 0333-572-10-0000 commonly known as 27568 North Bay Road Lake Arrowhead California Zip Code 92352;
- 2) Cross-Defendant, ARROWHEAD WOODS ARCHITURAL COMMITTEE, INC. (hereinafter will be referred to as "AWAC-Inc") is a California corporation not for profit.
- 3) Cross-Defendant, ARROWHEAD LAKE ASSOCIATION, (hereinafter will be referred to as "ALA") is a California corporation not for profit.
- 4) Cross-Complainant is informed and thereon believes that Cross-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 Cross-Defendants.
- 5) Cross-Complainant is unaware of the true names and capacities of defendants sued hereto, DOES 1 through 50, inclusive and therefore sues these Cross-Defendants by such fictitious names;
- 6) Cross-Complainant believes that each fictitiously sued Cross-Defendant was in some way responsible for the acts alleged in the Cross-complaint.

ALLEGATIONS

- 1 7) Cross-Complainant claims involve questions of law and facts common because Cross-
2 Complainant and others were made subject to affirmative obligations set forth in the
3 "CERTIFICATION OF AMENDMENT OF DECLARATION OF RESTRICTIONS FOR
4 TRACT 7074", with neither their agreement nor consent.
- 5 8) Cross-Complainant and Others are entitled to declaratory Injunction and injunctive reliefs
6 nullifying the affirmative covenants set forth in the "CERTIFICATION OF AMENDMENT
7 OF DECLARATION OF RESTRICTIONS FOR TRACT 7074," and are further entitled to
8 an award of their reasonable attorney fees and costs in that the "CERTIFICATION OF
9 AMENDMENT OF DECLARATION OF RESTRICTIONS FOR TRACT 7074"
10 constituted slander of title as to each lot located in Tract 7074;
- 11 9) Common questions of law and fact exist as to all owners of Tract 7074 and predominate
12 over any questions solely affecting individuals;
- 13 10) Cross-Complainant has no relationship with any of Cross-Defendants.

NATURE OF THE CLAIM

ORIGINAL DECLARATION OF RESTRICTION

14
15 11) On or about April 17, 1964, TITLE INSURANCE AND TRUST COMPANY, A California
16 Corporation, as Trustee, (hereinafter the "Declarant") executed a document titled
17 "Declaration of Restrictions." Whereas, Declarant is the Owner of record of that certain real
18 property in the County of San Bernardino, California (hereinafter referred to as the
19 "Arrowhead Property") and particularly described in Granting Clause First of that certain
20 Trust Indenture dated October 27, 1960, between Lake Arrowhead Development Co., a
21 California Corporation, and Declarant, which was recorded on October 27, 1960, in Book
22 527, Page 166, of Official Records of said County of San Bernardino. And whereas, Los
23 Angeles Turf Club, Inc. is the beneficiary under said Trust Indenture which constitutes an
24 encumbrance on the Arrowhead Property. Declarant established a general plan for the
25 improvements and developments of the Arrowhead Property and divided the Arrowhead
26 Property into a series of subdivisions, one of which is Tract 7074 (hereafter referred to as
27 "Tract 7074"). In accordance with said general plan, on May 6, 1964, Declarant recorded
28 "Declaration of Restrictions" for the following covenants, conditions, restrictions and

1 reservations (hereafter referred to as "Declaration"). A true and correct copy of the
2 "Declaration of Restrictions" is attached hereto as Exhibit "A".

3 12) The general plan does not depict any real property other than,

4 (a) Individual lots, or

5 (b) Roadways dedicated for use by the public. There are no common areas on properties
6 depicted on said plan.

7 13) The Original Declaration contains restrictive reciprocal covenants (hereinafter referred to as
8 ("Restrictive Covenants") that restrict use(s) of the lots located within the Tract 7074.

9 14) The Original Declaration specifies two (2) corporate bodies, as follows:

10 (a) Article III, Section (a) and (b), designates an "Architectural Committee" (hereinafter
11 "AC") composed of members appointed by the Developer or its successors whose
12 members are expressly not entitled to compensation but are authorized to receive a
13 fixed amount \$50.00 (Fifty Dollars) fee review, and may approve or disapprove plans
14 of proposed dwellings, buildings, or structures;

15 (b) The persons and/or entities authorized to enforce the restrictive covenants within the
16 Declaration are described in Article XII (b), as follows:

17 "Any lot owner and/or Declarant and/or Lake Arrowhead development Co. and/or
18 Architectural Committee, and each of them shall have the primary rights to enforce the
19 provisions hereof and the right to prosecute a proceeding at law or in equity against the
20 persons or persons who have violated or are attempting to violate any of the covenants,
21 conditions, restrictions and reservations".

22 15) Article XI, Section (a), of the Original Declaration states as follows:

23 "The Covenants and Restrictions are to run with the said land and shall be binding and in
24 force and effect until December 31, 2010...(b) unless at any time prior to December 31,
25 2010, the owners of record of lots or buildings sites in said Tract subject to this
26 Declaration having an aggregate area equivalent to not less than 55% of total area of said
27 property, may extend the term during which said covenants, conditions, and restrictions
28 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, California".

- 1 16) The Original Declaration does not contain any provision permitting Lot Owners to appoint
2 anyone to act on their behalf to modify the Declaration.
3 17) The Original Declaration does not contain any reference to fees/assessments except a Fifty
4 Dollar (\$50.00) fee for plan review;
5 18) The Original Declaration does not define common areas or other real or personal property to
6 be owned, managed, or maintained by such homeowners, nor does the general plan describe
7 common areas or anything other than dedicated roadways and lots to be owned by
8 individual owners.
9 19) The Original Declaration describes generic, unidentified, voluntary individuals whose sole
10 authority and power is to exercise Architectural Control and enforce restrictive covenants.

11 SALE FROM BOISE CASCADE TO ALA:

- 12 20) Boise Cascade, a Delaware Corporation, authorized to conduct Business in the State of
13 California and Successor to the original Declarant had been searching for someone to
14 purchase its interests for several years, and for good reason. It had been forced to take its
15 interests back several years previously when the Development Company was threatened
16 with bankruptcy. The Federal Government had further ordered Boise Cascade to divest itself
17 of its various monopolistic holdings.
18 21) On or about 1975, Boise Cascade sold Arrowhead Lake to ALA. The transition of the lake's
19 development from a resort to the conflicted management of a resort or reservoir lies in the
20 hopeful, well-intentioned but ill-fated transition that took place between 1975 and 1978.
21 During this time, Boise Cascade (the single purpose holding company) granted ownership of
22 the lake and certain unsold parcels to ALA (1975) and then separately sold the control of the
23 water rights for the lake to LACSD (1978).
24 22) Under the leadership of Ralph Wagner currently Board Member of ALA and others, the
25 Arrowhead Lake Association (ALA) was formed and purchased Lake Arrowhead, Grass
26 Valley Lake, the Burnt Mill Beach Club and the Tavern Bay Beach Club for \$450,000.
27 Since the community of Arrowhead Woods assumed the burden of building a \$7 million
28 dam (accomplished through a successful bond initiative), Boise Cascade was relieved.
23) On or about 1992 BOISE CASCADE assigned and quitclaimed to (ARROWHEAD LAKE
ASSOCIATION and ARROWHEAD WOODS ARCHITECTURAL COMMITTEE OF

1 ARROWHEAD LAKE ASSOCIATION) as stated:

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

Cross-Complainant property located inside Tract 7074;

12 24) The Assignment and Quitclaim Deed was executed by Boise Cascade on March 10, 1989,
13 and two (2) years later recorded and became effective on January 21, 1992. A true and
14 correct copy of the 1992 recorded Assignment and Quitclaim Deed is attached hereto as
15 Exhibit "B";

16 25) On or about 1990, AWAC-Inc recorded Corporation Quitclaimed executed by ALA

This document states the following:

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

22 A true and correct copy of the 1990 Corporation Quitclaim Deed is attached hereto as
23 Exhibit "C";

24 26) On or about September 08, 2008, ALA filed a lawsuit at Superior Court Of California,
25 County of San Bernardino, Case Number CIVSS 808455 for Declaratory Relief against
26 AWAC-Inc, ALA Alleged that: "The 1990 Corporation Quitclaim Deed is ambiguous on its
27 face in that it does not identify the Covenants, Conditions and Restrictions, does not identify
28 what breach of Covenants, Conditions and Restrictions the Quitclaim relates to, nor does it

1 identify any particular document upon which any rights of "forfeiture, enforcement and
2 reentry, whether vested, conditional or contingent, upon breach of Covenants, Conditions
3 and Restrictions that the 1990 Corporate Quitclaim Deed is referring to";

4 27) ALA contends that ALA, as the owner of the real property and/or easements within the
5 Subject Property, has a right to control and make decisions with regard to all trees,
6 landscaping, improvements/modifications and/or additions on the Subject Property.
7 Whereas AWAC-Inc disputes these contentions and contends that ALA (pursuant to the
8 1990 Corporation Quitclaim Deed and/or any other basis) has no right to control and/or
9 make decisions related to trees, landscaping, improvements/modifications and/or additions
10 on the Subject Property without AWAC-Inc authority and approval.

11 28) ALA requested from the Court a judicial determination and declaration of the respective
12 rights, duties and obligations with regard to Subject Property, and specifically that Plaintiff
13 ALA, by and through its Board of Directors, Shoreline Committee and other designated
14 committees, has an absolute and unfettered right to exercise Architectural and landscape
15 control and make decisions with regard to all trees. Landscaping,
16 improvements/modifications and/or additions on the Subject Property.

17 29) As a result of ALA lawsuit ALA and AWAC secretly settled the lawsuit and kept the
18 settlement agreement sealed from all of Lot Owners in Arrowhead Woods and refused to
19 disclose any details and consequently AWAC-Inc ceased and desisted from exercising
20 control over ALA Properties;

21 30) Unfortunately, to date AWAC, Inc. has continued to blackmail ARROWHEAD WOODS
22 Lot Owners, extorting funds and illegal fees and filing malicious lawsuits.

23 31) The Cross-Defendant, ARROW HEAD WOODS ARTHICTUAL COMMITTEE INC. also
24 known AWAC- Inc, is an imposter and has no relationship to ALA-AWAC;

25 32) ALA failed to stop AWAC-Inc, the imposter, from collecting illegal fees and by remaining
26 silent with knowledge of AWAC-Inc's violations, they conspired and aided and abetted
27 AWAC in their fraudulent fee demands and unjust enrichment;

28 FRAUDULENT RECORDING OF THE AMENDMENT TO EXTEND COVENANTS

33) Prior to December 31, 2010, upon information and belief, Cross-Defendants and others, by
fraud and deception, began to look for ways to modify the existing set of covenants for ALL

1 ARROWHEAD WOODS TRACTS including Tract 7074. Their goal was to create the
2 impression that they had a mandate to assess fees which would benefit AWAC-Inc and
3 indirectly benefit ALA Staff and Directors. Their plan involved the establishment of
4 mandatory fees and/or assessments for all Tracts/subdivisions established by the Developer
bearing the name "Arrowhead Woods";

5 34) The creation of ARROWHEAD WOODS ARCHITURAL COMMITTEE, INC., "AWAC-
6 Inc" occurred without the consent of Lot Owners in any Tracts within Arrowhead Woods;

7 35) Upon information and belief, AWAC-Inc was formed for the purpose of illegally controlling
8 each of the respective Lots established by the Developer bearing the name Tract 7074
9 located in San Bernardino County, State of California;

10 36) On December 15, 2010, AWAC-Inc, and ALA knowingly, illegally, and by deception,
11 recorded that certain document labeled "CERTIFICATION OF AMENDMENT OF
12 DECLARATION OF RESTRICTIONS FOR TRACT 7074" in the Public Records of San
Bernardino County, California (hereinafter referred to as "Amendment of Declaration").

13 37) A true and correct copy of the "CERTIFICATION OF AMENDMENT OF
14 DECLARATION OF RESTRICTIONS FOR TRACT 7074" is attached hereto as Exhibit
15 "D", consisting of four (4) pages;

16 38) The Amendment of Declaration states: The undersigned being the members of the
17 Arrowhead Woods Architectural Committee a California Corporation appointed in writing
18 by the record owners of lots numbered 1 to 339 inclusive in Tract 7074 in the County of San
19 Bernardino having an aggregate area equivalent to not less than 55 of the total area of said
20 Tract do hereby certify that said record owners have executed a written instrument
21 appointing the undersigned to execute and record a document on their behalf to extend the
22 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,

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

24 "The powers and duties of the Architectural Committee shall cease after December 31,
25 2025, unless prior to said date and effective thereon a written instrument shall be executed
26 by the record owners of a majority of the lots in said Tract and duly recorded appointing a
27 representative or representatives who shall thereafter exercise the same powers and
28

1 authorities previously exercised by the Architectural Committee. Successors to the current
2 members of the Architectural Committee shall be chosen by a majority of the then current
3 members of the Architectural Committee.”

4 Article XI is deleted and replaced with the following:

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

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

14 (c) The easements and reservations hereto contained shall be perpetual unless released by the
15 Declarant grantor and/or those persons or corporations to whom such rights have been
16 assigned and conveyed as hereto provided. The undersigned further certifies that the
17 Arrowhead Woods Architectural Committee is the successor in interest to the Title
18 Insurance and Trust Company This Certification is made pursuant to the authority
19 granted to the Arrowhead Woods Architectural Committee by the said record owners of
20 the lots in Tract 7074.

21 39) As a result of the Complaint filed by AWAC-Inc, Cross-Complainant discovered the
22 fraudulent recording of the “CERTIFICATION OF AMENDMENT OF DECLARATION
23 OF RESTRICTIONS FOR TRACT 7074”;

24 40) Cross-Defendants failed to present any evidence in support of their authority to amend nor
25 any power of attorney or proxies to act on behalf on any lot owners located in Tract 7074;

26 41) AWAC-Inc President, Vice President, and Secretary fraudulently recorded the
27 “CERTIFICATION OF AMENDMENT OF DECLARATION OF RESTRICTIONS FOR
28 TRACT 7074”;

1 42) Cross-Defendant Alleged in the Complaint in paragraph 20 that Cross-Complainant is liable
2 to AWAC-Inc, because "AWAC has suffered damages of not less than sixty-two thousand
3 one dollars [sic] (\$62,100) the value of the trees cut down on the North Bay Property";

4 43) Cross-Defendant failed to present neither any proof of ownership of the subject tree nor any
5 damages caused by Cross-Complainant actions.

6 FIRST CAUSE OF ACTION
7 (PERMANENT INJUNCTION)

8 44) Cross-Complainant repeats and alleges each and every allegation set forth in paragraphs 1
9 through 43 inclusive, and incorporates same herein by reference.

10 45) This action, within the jurisdiction of this Court, is for a permanent injunction against the
11 Cross-Defendants.

12 46) Cross-Complainant, recently purchased the property located at 27568 N. Bay Road, Lake
13 Arrowhead, California 92352 (Lot 289 within Tract 7074, herein after referred to as the
14 "Subject Property").

15 47) The Cross-Defendants, adding Cross-Complainant in current lawsuit have unilaterally
16 imposed upon Cross-Complainant, on pain of collection costs including maximum interest,
17 late charges, and attorney fees, the obligation to pay fees/assessments to AWAC-Inc against
18 Cross-Complainant's consent. Such fees/assessments, interest, late charges, and attorney
19 fees, if unpaid, would be reduced to a judgment and judgment lien against Cross-
20 Complainant and the Subject Property.

21 48) Cross-Defendants have impaired the title to the Subject Property by imposing the new
22 covenants, conditions, and restrictions which include provisions mandating payment of
23 fees/assessments, against any and all successors in title to the Subject Property.

24 The fees illegally imposed by AWAC-Inc.

25 49) Cross-Defendants have altered the original scheme of development in which Developer
26 recorded a plan setting forth no common areas. The Developer did not contemplate common
27 expenses that justify the levy of assessments by AWAC-Inc.

28 50) Cross-Defendants have significantly restricted and burdened ownership of the Subject
Property by the unilateral imposition of mandatory fees/assessments/restrictions due and
payable to AWAC-Inc and by the unilateral imposition of mandatory

1 fees/assessments/restrictions on Cross-Complainant's successors to title of the Subject
2 Property.

3 51) Cross-Defendants have thus impaired Cross-Complainant's vested ownership rights.

4 52) Cross-Complainant has no adequate remedy at law and only an order of the Court quashing
5 and setting aside mandatory fees/assessments/restrictions will protect Cross-Complainant's
6 vested ownership rights.

7 53) Cross-Complainant is entitled to reimbursement of its attorney fees and costs in accordance
8 with the terms of the Amended Covenants.

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

- 10 (a) an order quashing and setting aside, in its entirety, the "CERTIFICATION OF
11 AMENDMENT OF DECLARATION OF RESTRICTIONS FOR TRACT 7074" and
12 barring the refile of same to the extent that any provision thereto requires consent by
13 owners of the lots in Tract 7074 or their successors or assigns;
- 14 (b) or, in the alternative, an order permanently enjoining AWAC-Inc from collecting or
15 demanding payment of mandatory fees/assessments/restrictions from Cross-Complainant
16 or any other owners in Tract 7074;
- 17 (c) further, in the alternative, an order quashing and setting aside mandatory fees Schedule
18 payable to AWAC-Inc by any of Cross-Complainant's successors and assigns and any
19 successor or assign of any other owner in Tract 7074;
- 20 (d) An order requiring an accounting, disgorgement and return of all payments received by
21 AWAC-Inc from owners within Tract 7074;
- 22 (e) Cross-Complainant further requests that the Court award Cross-Complainant its
23 reasonable attorney fees and costs in bringing this action and award such other and
24 further relief as the Court deems just and proper.

25 SECOND CAUSE OF ACTION:

26 (DECLARATORY RELIEF)

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

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

1 56) The facts alleged hereto show the existence of a real and substantial controversy between
2 the Cross-Complainant and Cross-Defendants. As a result of which, Cross-Complainant is
3 in doubt as to its rights.

4 57) The Cross-Complainant contends as follows :

- 5 (a) When Cross-Complainant originally purchased the Subject Property in 2017, the scheme
6 of the development known as Tract 7074 did not contain any common areas;
7 (b) The Original Declaration, recorded at the time Cross-Complainant acquired title to the
8 Subject Property, did not call for the payment of mandatory fees;
9 (c) The Original Declaration, recorded at the time Cross-Complainant acquired title to the
10 Subject Property, did not call for mandatory membership of any owners in Tract 7074;
11 (d) The Original Declaration contained only restrictive covenants circumscribing uses of
12 one's lot in Tract 7074 which in fact expired and had no effect since December 31, 2010;
13 (e) The Original Declaration could be amended by the owners of a majority of the lots
14 within Tract 7074;
15 (f) Any such amendment, however, was limited to modifying restrictive covenants;
16 (g) Any such amendment could not impose affirmative covenants unless all owners in Tract
17 7074 agreed to same;
18 (h) Any such amendment could not impair vested rights unless all owners in Tract 7074
19 agreed to such impairment;
20 (i) Any such amendment could not countenance the creation of common areas or common
21 property which would entail common expenses for maintenance of same unless all
22 owners agreed to the creation and payment for upkeep of same;
23 (j) Any such amendment could not require payment of mandatory assessments to AWAC-
24 Inc in order to maintain common areas which prior to said amendment did not exist;
25 (k) Any such amendment could not require mandatory membership in AWAC-Inc by the
26 successors to the owner(s) of any lots.
27 (l) Cross-Defendants, by executing and recording the "CERTIFICATION OF
28 AMENDMENT OF DECLARATION OF RESTRICTIONS FOR TRACT 7074"
against lot owners in Tract 7074, have illegally and fraudulently created an
impermissible cloud on Cross-Complainant's title to the Subject Property;

- 1 (m) Cross-Defendants may not charge mandatory assessments/fees against lot owners in
Arrowhead Woods Tract 7074 without their consent to payment of such assessments;
- 2 (n) Cross-Defendants may not require mandatory membership in AWAC-Inc for successors
3 and assigns of Cross-Complainant or any other owners of a Lot in Tract 7074;
- 4 (o) AWAC-Inc is an imposter and a voluntary organization which has no inherent power
5 over anyone who is not a member;
- 6 (p) Any decision of AWAC-Inc to acquire title to real or personal property, or undertake
7 maintenance of same, can have no effect on non-members;
- 8 (q) AWAC-Inc has improperly and illegally demanded payment of assessments from non-
9 members, including from Cross-Complainant;
- 10 (r) A successor to any owner of a lot in Tract 7074, can never be mandatorily required to
11 join AWAC-Inc as a "member" against his/her will;
- 12 (s) AWAC-Inc is a mere Social Organization;
- 13 (t) AWAC-Inc has wrongly impaired the rights and vested rights of the owners of lots in
14 Tract 7074, including the lot belonging to Cross-Complainant;
- 15 58) Due to the nature of the above described dispute, unless Cross-Complainant can obtain
confirmation of its rights to the Subject Property, it will lose vested rights in perpetuity.
- 16 59) Cross-Complainant has justifiable questions as to the validity and legitimacy of the
17 AWAC-Inc powers and the scope of the Amended Covenants.
- 18 60) There is a bona fide, actual, and present need for the rendering of a Declaratory
19 Judgment by this Court and if a Declaratory Judgment is not granted, the rights of the
20 Cross-Complainant and all lot owners in Arrowhead Woods Tract 7074 will be
21 irreparably harmed.

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

- 23 (a) an order finding that the "CERTIFICATION OF AMENDMENT OF DECLARATION
24 OF RESTRICTIONS FOR TRACT 7074" impermissibly alters the scheme of the
25 development and impairs vested rights and therefore quashes and sets aside, in its
26 entirety, the "CERTIFICATION OF AMENDMENT OF DECLARATION OF
27 RESTRICTIONS FOR TRACT 7074" and bars the refiling of same to the extent that
28

1 any provision thereto requires mandatory payment of assessments to, or mandatory
2 membership in, AWAC-Inc (or any other entity) by owners of lots in Tract 7074 and
3 their successors or assigns;

4 (b) or, in the alternative, an order permanently enjoining AWAC-Inc from collecting or
5 demanding payment of mandatory assessments/fees from Cross-Complainant or any Lot
6 owners in Tract 7074;

7 (c) further, in the alternative, an order quashing and setting aside any mandatory fee Schedule
8 payable to AWAC-Inc by any of Cross-Complainant's successors and assigns and any
9 successor and assign of any other owner in Arrowhead Woods Tracts;

10 (d) An order requiring an accounting, disgorgement and return of all payments received by
11 AWAC-Inc from owners within Arrowhead Woods Tracts;

12 (e) An order For AWAC-Inc to Cease and Decease and declared as an imposter;

13 (f) An order for ALA to accept full responsibility for all damages caused by AWAC-Inc
14 and for not prohibiting AWAC-Inc from falsely holding themselves out as having the
15 same authority of ALA-AWAC;

16 Cross-Complainant further requests that the Court award Cross-Complainant its reasonable
17 attorney fees and costs in bringing this action and award such other and further relief as the
18 Court deems just and appropriate.

19 **THIRD CAUSE OF ACTION:**

20 **(SLANDER OF TITLE)**

21 61) Cross-Complainant repeats and alleges each and every allegation set forth in paragraphs 1
22 through 60 a-f inclusive, and incorporates same herein by reference.

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

25 63) The Cross-Defendants conspired to record, recorded and thereafter enforced the
26 "CERTIFICATION OF AMENDMENT OF DECLARATION OF RESTRICTIONS FOR
27 TRACT 7074" (a true and correct copy of which is attached hereto as Exhibit "D") which
28 purports to extend the enforcement of the Restrictions while adding new ones that further
impact Cross-Complainant, resulting in slander of title to Cross-Complainant's property.

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- 64) The "CERTIFICATION OF AMENDMENT OF DECLARATION OF RESTRICTIONS FOR TRACT 7074" (*id.* Exhibit "D") is unreasonable on its face in that it attempts to transform the restrictive covenants set forth in the Original Declaration (a true and correct copy of which is attached hereto as Exhibit "A") into a new set of affirmative covenants which includes an obligation to pay assessments and other amounts according to an arbitrary and unauthorized "Fee Schedule" as described on AWAC-Inc Website WWW.AWAC.BIZ. A true and correct copy of AWAC-Inc FEE SCHEDULE is attached hereto as Exhibit "E".
- 65) The "CERTIFICATION OF AMENDMENT OF DECLARATION OF RESTRICTIONS FOR TRACT 7074" purports to be covenants which run with the land and which bind any and all successors in title to Cross-Complainant without Cross-Complainant's consent, hence creating a cloud on the title of the Subject Property. Therefore, Cross-Complainant and its successors are and/or will be burdened with the affirmative obligation to be members of, and pay fees to AWAC-Inc, an entity without authority.
- 66) The purpose for said fees remains unclear in that the original Declaration (*id.* Exhibit "A") discloses the developers required only a Fifty Dollar (\$50) fee for plan check, and all roadways maintained by San Bernardino County are paid for by individual lot owners within Tract 7074.
- 67) There are no lands on Tract 7074 designated as common property and/or as being owned or maintained by AWAC-Inc and no such common property is described in the Original Declaration. (A true and correct copy of which is attached hereto as Exhibit "A"). Hence, neither the Original Declaration nor the invalid "CERTIFICATION OF AMENDMENT OF DECLARATION OF RESTRICTIONS FOR TRACT 7074" (Exhibit "D") reveal any common expenses as a basis for the levying of fees/assessments by AWAC-Inc.
- 68) Moreover, it is irrelevant to Cross-Complainant 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. Cross-Complainant has no contractual or other legal or equitable affiliation with AWAC-Inc and never agreed to undertake any obligation to, in concert with, or on behalf of AWAC-Inc, nor did Cross-Complainant receive any prior notification of any such obligation(s) to AWAC-Inc.

- 1 69) AWAC-Inc's fraudulent recording of the Amended "Declaration of Restrictions," (*id.*
2 Exhibit D) and the recording of "Notice of Pending Action" aka "Lis Pendens", which
3 Cross-Defendants published in the San Bernardino County Public Records, rendered Cross-
4 Complainant's title to subject property unmarketable.
- 5 70) Cross-Defendants disparagement of Cross-Complainant's Title to the Subject Property was
6 without justification.
- 7 71) As a result of recording the Amended "Declaration of Restrictions," Cross-Defendants
8 caused potential buyers of the Subject Property to conclude that ownership of same will
9 obligate them to pay fees to AWAC-Inc.
- 10 72) As a result of the publication of such falsehoods in the Public Records of San Bernardino
11 County, California, Cross-Complainant has incurred actual and special damages in the form
12 of impairment of marketability of title to the Subject Property and expenses relating to
13 curing same, including, without limitation, attorney fees and related costs.

14 FOURTH CAUSE OF ACTION:

15 (QUIET TITLE)

- 16 73) Cross-Complainant repeats and alleges each and every allegation set forth in paragraphs 1
17 through 72 inclusive, and incorporates same herein by reference.
- 18 74) Cross-Complainant is the sole owner in fee simple of the real property herein above
19 described.
- 20 75) The basis of Cross-Complainant's title is a Grant Deed granting title to Cross-Complainant
21 in fee simple that was recorded in the official records of the County of San Bernardino on
22 June 30, 2017. A true and correct copy of Grant Deed is attached hereto as Exhibit "F"
- 23 76) Cross-Complainant is informed and believes and thereon alleges that Cross-Defendants, and
24 each of them, claim an interest in the above-described real property adverse to Cross-
25 Complainant in that cross-defendants, and each of them, claim an interest in that real
26 property by operation of the Declaration Amendment Recorded in San Bernardino County,
27 CA.
- 28 77) Cross-Complainant seeks in this action to Quiet Title against all claims of Cross-
29 Defendants, and each of them. The claims of Cross-Defendants, and each of them, are

1 without merit and Cross-Defendants have no right, title, or interest whatsoever in the above-
2 described real property or any part thereof.

3 78) Cross-Complainant seeks to quiet title in the aforementioned real property solely in its
4 name, free and clear of any claimed interest by Cross-Defendants, and each of them, and
5 seeks to so quiet title as of the date of the commencement of this action.

6 79) As a result of such falsehood and claims, Cross-Complainant has incurred actual damages in
7 the form of impairment of marketability of title to the Subject Property and expenses
8 relating to curing same including, without limitation, attorney fees and related costs.

9 FIFTH CAUSE OF ACTION:

10 (FRAUD)

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

13 81) Cross-Defendants falsely and fraudulently represented in their second amended complaint
14 that AWAC-Inc: "Is the Successor to the Architectural Committee referenced in the
15 Declaration. The authority of AWAC to enforce the provisions of the Declaration was
16 extended pursuant to the Certification of Amendment of Declaration of Restrictions
17 hereinafter referred to as Amendment recorded December 15, 2010 as Document No 2010-
18 0531600 attached hereto as Exhibit B". (See Allegation number 3)

19 82) Cross-Defendants falsely and fraudulently represented in their second amended complaint to
20 that AWAC-Inc: "AWAC is the Successor and Assign to the Architectural Committee
21 referenced in the Corporation Quitclaim Deed attached hereto as Exhibit C hereinafter
22 referred to as Quitclaim Deed recorded on July 8, 1965 at Book 6425 Page 729. Said
23 Quitclaim Deed provides in part that no tree may be cut down or removed without approval
24 by AWAC. The North Bay Property is subject to the restrictions alleged above". (See
25 Allegation number 3);

26 83) Cross-Complainant informed and believe and thereon allege that allegations in Cross-
27 Defendants' SAC (filed in this court May 29, 2015) were in fact false. The facts are:
28 AWAC-Inc is not the successor to the original Declarant or ALA-AWAC.

84) Cross-Complainant informed and believe and thereon allege, when Cross-Defendants made
those representations in their SAC, they were aware of their falsity and intended, by those

1 representations, to defraud and deceive Cross-Complainant with the intent to extort monies
2 to which Cross-Defendants are not entitled to receive.

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

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

7 SIXTH CAUSE OF ACTION:

8 (CONSPIRACY TO COMMIT FRAUD)

9 87) Cross-Complainant repeats and alleges each and every allegation set forth in paragraphs 1
10 through 86 inclusive, and incorporates same herein by reference.

11 88) Cross-Defendants ALA and AWAC-Inc and each of them knowingly and willfully
12 conspired and agreed among themselves to conceal their relationship.

13 89) Cross-Defendants and each of them did the acts and things hereto alleged pursuant to, and in
14 furtherance of the conspiracy to misrepresent their authority and enforce restrictions and
15 collect fees to which they were not entitled.

16 90) Cross-Defendants ALA furthered the conspiracy by cooperation with AWAC-Inc whom
17 they knew was an imposter without authority to amend any Restrictive Declaration
18 pertaining to Tract 7074 or collect fees and whom they knew was not a Successor to ALA.

19 91) By aiding and abetting and encouraging AWAC-Inc, ALA ratified and adopted the acts of
20 AWAC-Inc.

21 92) On or about January 12, 2009, AWAC-Inc filed a civil complaint against MILL POND
22 PARTNERS, L.P., ET AL., in San Bernardino Superior Court Case Number: CIVDS-
23 900262; "AWAC contends that it is the successor of the grantees of certain grant deeds in
24 1944, 1965 and 1990, and that pursuant to those deeds, retains ownership of all of the trees
25 on the property, which was subsequently acquired by the defendant (MILL POND) for
26 development and sale. AWAC-Inc also asserts that under these same Deeds, it retains the
27 right to require its approval for any structures built on the property by the subsequent
28 purchasers. In the original complaint that was filed on January the 12th of 2009, AWAC-Inc
alleges that the MILL POND has cut down more than one hundred trees on the property
resulting in more than million dollars' worth of damages. AWAC-Inc seeks declaratory

1 relief and injunctive relief to prevent MILL POND from cutting down more trees or erecting
2 any structures on the property without the AWAC-Inc approval. AWAC-Inc recorded a Lis
3 Pendens against the property, and AWAC-Inc subsequently recorded an amended Lis
4 Pendens on May the 13th of 2009.”

5 93) On or about August 18, 2009, the Court ruled on Mill Pond’s motion seeking an order
6 requiring AWAC-Inc to file an undertaking in the amount of 10 million dollars as a
7 condition for maintaining its Lis Pendens against the property.

8 94) On August 18, 2009, The COURT FINDS: “MILL POND PARTNERS L.P.’S MOTION
9 FOR AN ORDER REQUIRING THE POSTING OF UNDERTAKING IS GRANTED.
10 OTHER ORDERS: PLAINTIFF IS TO FILE AN UNDERTAKING IN THE AMOUNT OF
11 10 MILLION DOLLARS WITHIN 45 DAYS.”

12 95) On October 1, 2009, the court records indicate that the case was dismissed with prejudice
13 without any explanation or settlement agreement.

14 96) Cross-Complainant researched San Bernardino County Recorder’s archived documents and
15 discovered a document number: 2009-0432478 titled “QUITCLAIM DEED” recorded on
16 September 30, 2009. The recorded document described in details: AWAC-Inc does hereby
17 REMISE, RELEASE, AND FOREEVER QUITCLAIM to MILL POND any and all interest
18 claimed by AWAC-Inc in the Mill Pond Property Pursuant to the Deeds/documents
19 described in Exhibit “B” attached and incorporated herein”; Exhibit B details all the
20 Recorded Documents; specifically items 3 which is the same Corporation Quitclaim Deed
21 recorded in July 7, 1965. (See Cross-Complaint Exhibit “B”). A true and correct copy of
22 “AWAC-Inc QUITCLAIM DEED to MILL POND” is attached hereto as Exhibit “F”.

23 97) Cross-Complainant is informed and believes and based on the above discovered information
24 of the MILL POND lawsuit thereon alleges that ALA and AWAC-Inc knowingly and
25 deceitfully conspired to conceal material facts from all Lot Owners in Tract 7074 about the
26 authority of AWAC-Inc and ALA to exercise control over any Lots in Arrowhead Woods.

27 98) As a proximate result of the wrongful acts hereto alleged, Cross-Complainant has been
28 generally damaged in the sum to be determined by the Court.

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

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

SEVENTH CAUSE OF ACTION:

[VIOLATION UNDER CALIFORNIA MARKETABLE RECORD TITLE ACT LAW]

(California Civil Code Section 880.350)

101) Cross-Complainant repeats and alleges each and every allegation set forth in paragraphs 1 through 100 inclusive, and incorporates same herein by reference.

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

(California Civil Code Section 880.350)

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

1 goals, the Legislature adopted a recordation requirement for certain types of interests,
2 including powers of termination. (§ 885.010) "*Failure to record interests within a given*
3 *period of time results in expiration of the interest. These times for expiration 'are absolute*
4 *and apply notwithstanding any disability or lack of knowledge of any person. . . .'* (§
5 880.250, subd. (a))" (*Walton v. City of Red Bluff* (1991) 2 Cal.App.4th 117, 128 (*Walton*).)
6 "The recordation provisions of the [A]ct provide for a simple and easy method by which
7 the owner of an existing old interest may preserve it. If he fails to take the step of filing the
8 notice as provided, he has only himself to blame if his interest is extinguished." (*Severns v.*
9 *Union Pacific Railroad Co.* (2002) 101 Cal.App.4th 1209, 1227); "An interest may be
10 preserved by the timely recordation of a notice of intent to preserve the interest and these
11 notices may be given consecutively: Perpetuity of interest is not prohibited. Any person
12 who claims an interest may record the notice, a form of which is provided in the statute. (§§
13 880.320, 880.340.) . . . A power of termination expires at the later of: (1) 30 years after
14 recordation of the instrument evidencing the power, (2) 30 years after recordation of the
15 last notice of intent to preserve the power. (§ 885.030.)" (*Walton, supra*, 2 Cal.App.4th at p.
16 128, *fn. omitted*.) If the period to record the notice expires before, on, or within five years
17 after the operative date of the statute, the period is extended until five years after the
18 operative date. (§ 880.370), "When a future estate in real property is subject to a power of
19 termination, the power becomes unenforceable when it expires." (3 Miller & Starr, *supra*, §
20 9:8, p. 9-23.) In that regard, section 885.060 provides:

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

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

104) The "Restrictions" on Cross-Complainant's property located in Tract 7074 were drafted
in the form of "Declaration of Restrictions."

1 105) Under the Act, in order to preserve the power of termination, BOISE CASCADE, ALA,
2 and AWAC-Inc were required to record a notice of intent to preserve their interest.

3 (§880.350) A notice of intent must be recorded within 30 years of the date the instrument
4 evidencing the power of termination was recorded or after the date a notice of intent was
5 recorded. (§§ 880.030, 885.030.) However, for interests that had already expired or would
6 expire within five years of the Act's effective date, January 1, 1983, the Act provides a five-
7 year grace period. (§ 880.370; Cal. Const., art. IV, § 8, subd. (c)(1); Severns, supra, 101
8 Cal.App.4th at p. 1220.)

9 106) The "Declaration of Restrictions" Exhibit "A" was recorded in San Bernardino County
10 recorder's office on May 6, 1964.

11 107) The "Declaration of Restrictions" is set forth in the recorded documents in May 6, 1964,
12 thus, the 30-years recording period expired in May 6, 1994.

13 108) Allowing for the Act's 30 years period, from May 6, 1964, BOISE CASCADE, ALA, and
14 AWAC-Inc were required to record their "Notice of Intent to Preserve their Interest" in all
15 Restrictions no later than May 6, 1994.

16 109) Cross-complainant alleges ALA and AWAC-Inc failed to record their "Notice of Intent to
17 Preserve their Interest" in all Restrictions.

18 110) ALA and AWAC-Inc cannot dispute that they violated the ACT by failing to record any
19 notices of intent under the Act to preserve their interest in all Restrictions.

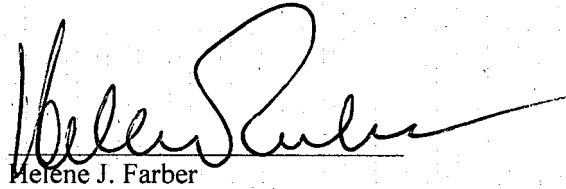
20 111) Cross-complainant alleges "ALA Corporation's Quiet Claim Deed (Exhibit "C")" offers
21 nothing of Value as all Restrictions were abandoned and unenforceable by the Failure of
22 ALA and AWAC-Inc TO PRESEVE THEIR INTEREST IN ACCORDANCE WITH
23 CALIFORNIA MARKETABLE TITLE ACT LAW.

24 112) Cross-complainant alleges that ALA, and AWAC-Inc (Board Members) failed to resolve
25 and clear this violation of the California Marketable Title Act, seriously affected all
26 Arrowhead Woods Lot Owners and caused huge financial losses by slandering titles;

27 113) Cross-complainant alleges ALA and AWAC-Inc are liable for damages in failing to clear
28 all titles of all restrictions.

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

5
6 DATE: August 3, 2017



Melene J. Farber
Attorney for Cross-Complainant
INVESTMENT GROUP LLC
Cross-Complainant

VERIFICATION

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

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

11
12 Date: August 3, 2017

13 by: Ali Malaklou

14 Ali Malaklou, Managing Member
15 Investment Group, LLC
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EXHIBIT "A"

17.2

DECLARATION OF RESTRICTIONS
(Lake Arrowhead, California)

102

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,

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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

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:

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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

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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

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

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

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

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

(g) For the purpose of making a search upon or guaranteeing or insuring title to any lien on and/or interest in any lot or parcel or building site of said 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.

(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.

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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

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.

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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

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

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

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.

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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

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.

102

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

102

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

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.

102

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

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

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.

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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

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.

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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 [Signature]
Vice President

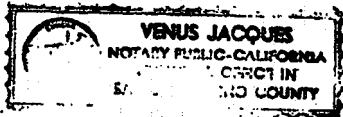
By [Signature]
Assistant Secretary

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 in and for said
County and State

When recorded return to:

Title Insurance and Trust Co.
340 Fourth Street
San Bernardino, California

attent on: Venus Jacques
Asst. Trust Officer

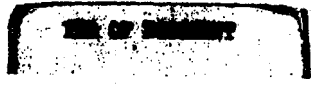
102

RECORDED AT REQUEST OF
Title Insurance and Trust Company
APR 29 1964 11:30 AM

8142 976
San Bernardino County, Cal

LAW OFFICES
GOODMAN AND COGEN

20



RECORDING REQUESTED BY:

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

92-022583

RECORDED IN
OFFICIAL RECORDS

WHEN RECORDED MAIL TO:

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

MAIL TAX STATEMENTS TO:

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

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2 MSYS	11	CHRG	
3 PCOR		7 GIMS	
4 LNNT		8 NO FEE	
5 SVY		9 ST FEE	
6			
DTT			

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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

32-022583

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

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

WITNESS my hand and official seal.

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

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

ARROWHEAD LAKE ASSOCIATION, a California mutual benefit corporation

By [Signature]
Its President

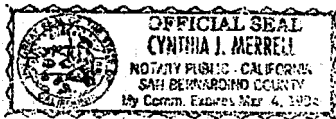
ARROWHEAD WOODS ARCHITECTURAL COMMITTEE, INC., a California non-profit mutual benefit corporation

By [Signature]
Its President

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

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

WITNESS my hand and official seal.

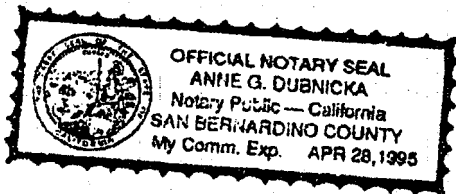


Cynthia I. Merrell
Notary Public

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 ATract and Map
ReferenceRecording 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 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
Amended 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
Re-recorded Book 7408 page 706 OR
Book 7374 page 867 OR
Book 7486 page 210 OR
Book 7486 page 212 OR
Modified 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 "C"

RECORDING REQUESTED BY

William J. Brunick, Esq.

AND WHEN RECORDED MAIL TO

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

RECORDED IN
OFFICIAL RECORD:

1990 AUG 31 PM 12:10

SAN BERNARDINO
CO., CALIF.

MAIL TAX STATEMENTS TO

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

FREE	TRANS	SPOR	CHRT
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90-349482

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Quitclaim Deed

CA1. NO. NN00576
TO 1970 CA (1-86)

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 thereunto duly authorized.

Dated: July 14, 1990

STATE OF CALIFORNIA
COUNTY OF San Bernardino } SS.

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

ARROWHEAD LAKE ASSOCIATION

90-349482

EXHIBIT "A"

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

EXHIBIT "D"

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



LARRY WALKER
Auditor/Controller - Recorder

P Counter

12/16/2010
12:40 PM
66

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

7074

Legal
Solutions
& Plus

**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."

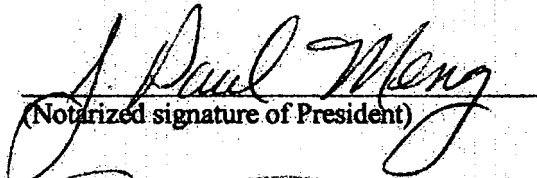
Article XI is deleted and replaced with the following:

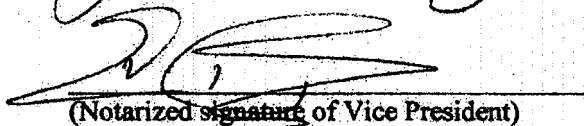
(a) The covenants, conditions and restrictions herein contained shall run with said land and shall be binding and in force and effect until December 31, 2025, for the mutual benefit of all the lots and building sites in said Tract and of all the lots and building sites now in existence or hereafter created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

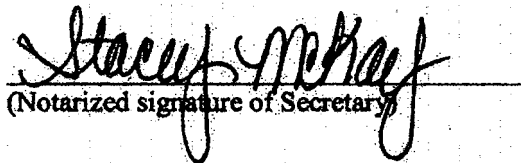
(b) At any time prior to December 31, 2025, a majority of the owners of record of lots or building sites in said Tract, subject to this Declaration, may extend the term during which said covenants, conditions and restrictions shall bind and affect said Tract by executing an instrument in writing to that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

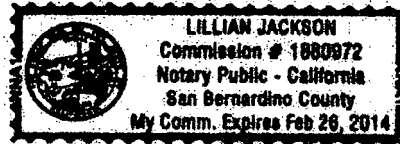
State of California)
County of San Bernardino)

On December 9, 2010, before me, Lillian Jackson, Notary Public, personally appeared L. 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)



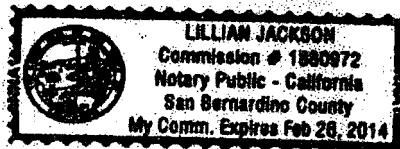
State of California)
County of San Bernardino)

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)

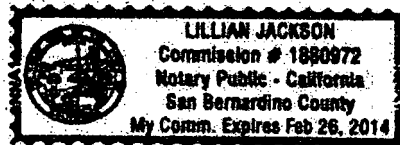
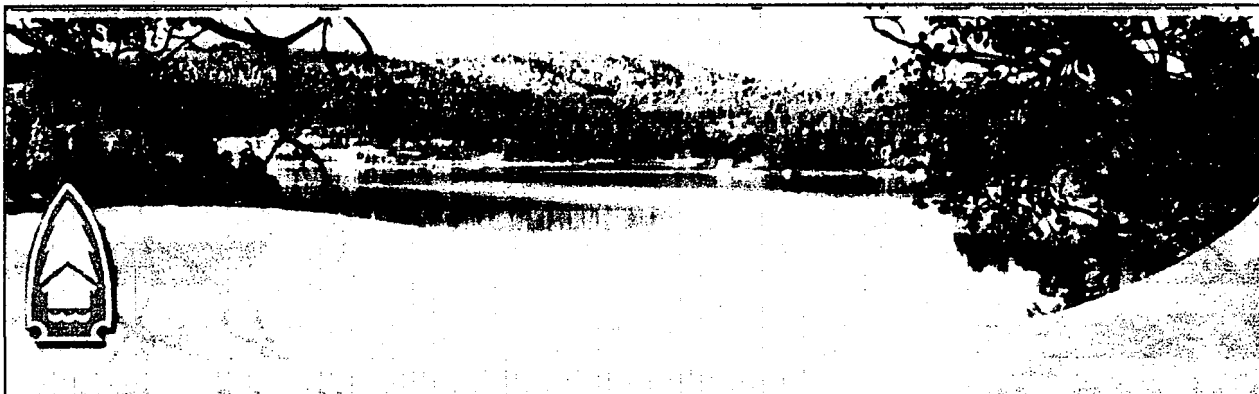


EXHIBIT "E"



[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.

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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 imposed 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.

EXHIBIT "F"

5/30/2017
12:55 PM
JC
SAN

RECORDING REQUESTED BY:
Hermine Murra



BOB DUTTON
ASSESSOR - RECORDER - CLERK

P Counter

AND WHEN RECORDED MAIL TO:
INVESTMENT GROUP LLC
12502 Martha Ann Drive
Los Alamitos, CA 90720

Doc#: 2017-0220830

Titles: 1 Pages: 1



Fees 15.00
Taxes 275.00
Other 0.00
PAID \$290.00

A.P.N. 0333-572-10-0-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

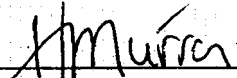
GRANT DEED

- THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS \$ 275.⁰⁰ and CITY \$ computed on full value of property conveyed, or
- computed on full value less liens or encumbrances remaining at the time of sale.
- unincorporated area: Lake Arrowhead, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hermine Murra, a single woman hereby GRANT(S) to: INVESTMENT GROUP LLC the following described real property in the County of San Bernardino, State of California: Complete legal description Lot 328 of Tract No. 7074, Arrowhead Wood Tract No. 103, in the County of San Bernardino, State of California, as per Map recorded in Book 91, Page(s) 12 to 18 inclusive of Maps, in the Office of the County Recorder of said County.

More commonly known as: 27568 North Bay Road, Lake Arrowhead, CA

Date: May 27, 2017



 Hermine Murra

Acknowledgement


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF San Bernardino

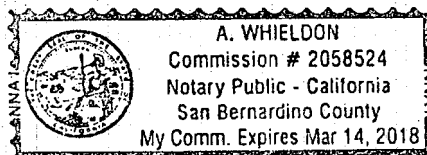
On May 30, 2017, before me, A. Whieldon, Notary Public, personally appeared Hermine Murra, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized 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.



 Signature



Seal

EXHIBIT "G"



LARRY WALKER
Auditor/Controller - Recorder

P Counter

Doc#: 2009-0432478

Titles: 1 Pages: 6



Fee	54.00
Taxes	0.00
Other	2.00
PAID	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:

Stacy McKay
9/29/09 Its Secy/Treas

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)

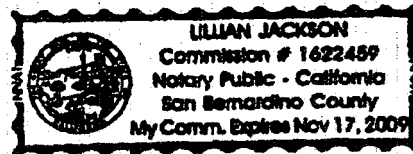


EXHIBIT "A"

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.