

ALP 11/7/97

DECLARATION OF RESTRICTIONS

(Lake Arrowhead, California)

Tract 7891

This Declaration, made this 2nd day of May, 1968, by TITLE INSURANCE AND TRUST COMPANY, a California corporation (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of record of that certain real property in the County of San Bernardino, State of California, hereinafter described, and

WHEREAS, Declarant desires to establish a general plan (hereinafter called "said general plan") for the improvement and development of said property (hereinafter referred to as "said Tract"), which is hereinafter more particularly described, and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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 said Tract and that in accordance with 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 said Tract 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 but also to the benefit of each, every and any future owner of each, every and any portion or portions of the said Tract 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, its successors and assigns, and by Lake Arrowhead Development Co., but also by each, every and any future owner of any portion of the said Tract.

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

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:

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ATTORNEY AT LAW  
SUITE 6 LAY BUILDING  
900 ARROWHEAD AVENUE  
LAKE ARROWHEAD, CALIFORNIA  
TELEPHONE: TURNER 9-0188

Lots 1 to 208, inclusive, of Tract No. 7891, Arrowhead Woods Tract No. 113, as per map recorded in Book 10 of Maps, pages 20 to 26 inclusive, records of San Bernardino County, California.

## II

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

- (a) "Said Tract" means the property described in Article I hereof.
- (b) "Building," "structure" and "outbuilding" shall include both the main portion of said 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) "Street" means any street, highway or other thoroughfare shown on the map of said Tract.
- (e) "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 four (4) members, selected as hereinafter set forth.

(b) The members of the Architectural Committee shall be selected and appointed by Lake Arrowhead Development Co. Any member of the Architectural Committee may be removed at any time, with or without cause, and his successor appointed by Lake Arrowhead Development Co. The Architectural Committee shall be initially composed of the following four members:

Charles F. Grigsby  
Donald Miller  
E. C. Mower  
Herman Ruhnau

(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 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

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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 with the structures erected on other building sites in the said Tract. Said Architectural Committee may, if it so desires, adopt rules governing its procedure.

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

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

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

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

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

(g) For the purpose of making a search upon or guaranteeing or insuring title to any lien on and/or interest in any lot or parcel or building site of said Tract, and for the purpose of protecting purchasers and encumbrancers for value in good faith as against the performance or nonperformance of any of

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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.

#### IV.

(a) No building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on Lots 1 to 203, inclusive, 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) There shall not be erected or maintained on Lots 1 to 52, inclusive, Lots 69 to 80, inclusive, Lots 92 to 106, inclusive, Lots 118 to 146, inclusive, and Lots 157 to 198, inclusive, any residence which shall have a living area of less than 1,200 square feet, exclusive of carports, garages and covered porches.

(c) There shall not be erected or maintained on Lots 53 to 68, inclusive, Lots 81 to 91, inclusive, Lots 107 to 117, inclusive and Lots 147 to 156, inclusive, any residence which shall have a living area of less than 1,400 square feet, exclusive of carports, garages and covered porches.

(d) There shall not be erected or maintained on Lots 199 to 203, inclusive, any residence which shall have a living area of less than 1,600 square feet, exclusive of carports, garages and covered porches.

(e) Each lot described in subdivision (a) of this Paragraph IV shall be subject to the following setback provisions:

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

(2) A side yard shall be maintained on each of said lots 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.

(3) 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

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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.

(4) A rear yard shall be maintained on each of said lots of at least 25 feet from the property line to the nearest structural projector.

(5) 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.

V

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

(b) 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 (b) of Paragraph V as to any lot in said Tract, if said Architectural Committee, in its absolute discretion, deems it necessary or advisable to do so.

(c) 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 setback 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 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.

(d) No shed, tent, garage, trailer or other outbuilding 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 duly authorized agent, or its successors in interest, shall erect or maintain upon any part of said Tract or any lot or building site, any sign, advertisement, billboard, or other advertising structure of any kind; provided, however, that the owner of any lot in said Tract shall have the right to place or display on his property a "for sale" sign of customary and reasonable dimensions.

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(f) 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.

## VI

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

(a) All the water and water rights in, under, or flowing over said property, or appurtenant thereto, or to any part thereof, including the right to develop water thereon, transport or export water therefrom;

(b) An easement and right of way for the construction, alteration, operation, and/or maintenance of tunnels, conveyances, and/or pipes for the transmission, storage or use of water for power or irrigation purposes, irrespective of whether such water use or purposes shall be appurtenant to the said property;

(c) 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 the recorded Map of Tract 7891 as sewer easements and those portions of said lots referred to as sewer easements on the Owner's Certificate shown on said Map;

(d) An easement for the use and benefit of the several public utility companies which are authorized to serve in Tract No. 7891, over and across those portions of the lots shown on the recorded Map of Tract 7891 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.

(e) An easement for the use and benefit of the Water Company which is authorized to serve in Tract No. 7891, over and across those portions of the lots shown on the recorded Map of Tract 7891 as water line easements and those portions of said lots referred to as water line 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 property. 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.

## 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

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Tract 7891, 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 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.

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.

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.

(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 affect 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

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unless released by the declarant grantor and/or those persons or corporations to whom such rights have been assigned and conveyed as herein provided.

## XII

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

(b) The violation or breach of any of the covenants, conditions, restrictions or reservations herein contained shall give the Declarant and/or Lake Arrowhead Development Co. and/or the Architectural Committee and/or any owner or owners of lots or building sites in said Tract the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the covenants, conditions, restrictions and reservations, to prevent or 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.

(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 attorney's 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, 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.

## 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.

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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 their and each of their legal representatives, heirs, successors and assigns.

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  
By *[Signature]*  
Vice President

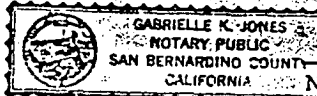
By *[Signature]*  
Assistant Secretary

RAY R. GOLDIE  
ATTORNEY AT LAW  
Bank & Law Building  
1000 J. Paulding Street  
San Bernardino, California  
Telephone YUman 9-3188

STATE OF CALIFORNIA }  
COUNTY OF SAN BERNARDINO } ss.

On May 2, 1968, before me, the undersigned, a Notary Public in and for said State, personally appeared R. E. Branch and Venus Jacques, 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 bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

 GABRIELLE K. JONES  
NOTARY PUBLIC  
SAN BERNARDINO COUNTY  
CALIFORNIA  
*[Signature]*  
Notary Public in and for said State.  
Gabrielle K. Jones

When recorded return to:  
Title Insurance and Trust Co.  
340 Fourth Street  
San Bernardino, California  
Attention: Venus Jacques  
Trust RS-31847

518  
RECORDED AT REQUEST  
Title Insurance and Trust Company  
BOOK 7019 PAGE 860  
68 MAY -2 P. 2:27  
OFFICIAL RECORDS  
SAN BERNARDINO CO. CALIF.  
*[Signature]*  
COUNTY RECORDER

END OF DOCUMENT

ALP 11/7/97

DECLARATION OF RESTRICTIONS  
(Lake Arrowhead, California)  
Tract 7891

This Declaration, made this 2nd day of May, 1968, by TITLE INSURANCE AND TRUST COMPANY, a California corporation (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of record of that certain real property in the County of San Bernardino, State of California, hereinafter described, and

WHEREAS, Declarant desires to establish a general plan (hereinafter called "said general plan") for the improvement and development of said property (hereinafter referred to as "said Tract"), which is hereinafter more particularly described, and

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

NOW, THEREFORE, KNOW ALL MEN  
BY THESE PRESENTS:

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 said Tract and that in accordance with 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 said Tract 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 but also to the benefit of each, every and any future owner of each, every and any portion or portions of the said Tract 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, its successors and assigns, and by Lake Arrowhead Development Co., but also by each, every and any future owner of any portion of the said Tract.

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

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:

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800 ARROWHEAD AVENUE  
LAKE ARROWHEAD, CALIFORNIA  
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Lots 1 to 208, inclusive, of Tract No. 7891, Arrowhead Woods Tract No. 113, as per map recorded in Book 10 of Maps, pages 20 to 26 inclusive, records of San Bernardino County, California.

## II

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

- (a) "Said Tract" means the property described in Article I hereof.
- (b) "Building," "structure" and "outbuilding" shall include both the main portion of said 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) "Street" means any street, highway or other thoroughfare shown on the map of said Tract.
- (e) "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 four (4) members, selected as hereinafter set forth.

(b) The members of the Architectural Committee shall be selected and appointed by Lake Arrowhead Development Co. Any member of the Architectural Committee may be removed at any time, with or without cause, and his successor appointed by Lake Arrowhead Development Co. The Architectural Committee shall be initially composed of the following four members:

Charles F. Grigsby  
Donald Miller  
E. C. Mower  
Herman Ruhnau

(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 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

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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 with the structures erected on other building sites in the said Tract. Said Architectural Committee may, if it so desires, adopt rules governing its procedure.

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

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

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

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

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

(g) For the purpose of making a search upon or guaranteeing or insuring title to any lien on and/or interest in any lot or parcel or building site of said Tract, and for the purpose of protecting purchasers and encumbrancers for value in good faith as against the performance or nonperformance of any of

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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.

#### IV.

(a) No building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on Lots 1 to 203, inclusive, 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) There shall not be erected or maintained on Lots 1 to 52, inclusive, Lots 69 to 80, inclusive, Lots 92 to 106, inclusive, Lots 118 to 146, inclusive, and Lots 157 to 198, inclusive, any residence which shall have a living area of less than 1,200 square feet, exclusive of carports, garages and covered porches.

(c) There shall not be erected or maintained on Lots 53 to 68, inclusive, Lots 81 to 91, inclusive, Lots 107 to 117, inclusive and Lots 147 to 156, inclusive, any residence which shall have a living area of less than 1,400 square feet, exclusive of carports, garages and covered porches.

(d) There shall not be erected or maintained on Lots 199 to 203, inclusive, any residence which shall have a living area of less than 1,600 square feet, exclusive of carports, garages and covered porches.

(e) Each lot described in subdivision (a) of this Paragraph IV shall be subject to the following setback provisions:

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

(2) A side yard shall be maintained on each of said lots 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.

(3) 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

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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.

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

(5) 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.

V

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

(b) 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 (b) of Paragraph V as to any lot in said Tract, if said Architectural Committee, in its absolute discretion, deems it necessary or advisable to do so.

(c) 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 setback 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 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.

(d) No shed, tent, garage, trailer or other outbuilding 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 duly authorized agent, or its successors in interest, shall erect or maintain upon any part of said Tract or any lot or building site, any sign, advertisement, billboard, or other advertising structure of any kind; provided, however, that the owner of any lot in said Tract shall have the right to place or display on his property a "for sale" sign of customary and reasonable dimensions.

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(f) 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.

## VI

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

(a) All the water and water rights in, under, or flowing over said property, or appurtenant thereto, or to any part thereof, including the right to develop water thereon, transport or export water therefrom;

(b) An easement and right of way for the construction, alteration, operation, and/or maintenance of tunnels, conveyances, and/or pipes for the transmission, storage or use of water for power or irrigation purposes, irrespective of whether such water use or purposes shall be appurtenant to the said property;

(c) 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 the recorded Map of Tract 7891 as sewer easements and those portions of said lots referred to as sewer easements on the Owner's Certificate shown on said Map;

(d) An easement for the use and benefit of the several public utility companies which are authorized to serve in Tract No. 7891, over and across those portions of the lots shown on the recorded Map of Tract 7891 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.

(e) An easement for the use and benefit of the Water Company which is authorized to serve in Tract No. 7891, over and across those portions of the lots shown on the recorded Map of Tract 7891 as water line easements and those portions of said lots referred to as water line 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 property. 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.

## 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

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Tract 7891, 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 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.

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.

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.

(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 affect 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

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unless released by the declarant grantor and/or those persons or corporations to whom such rights have been assigned and conveyed as herein provided.

## XII

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

(b) The violation or breach of any of the covenants, conditions, restrictions or reservations herein contained shall give the Declarant and/or Lake Arrowhead Development Co. and/or the Architectural Committee and/or any owner or owners of lots or building sites in said Tract the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the covenants, conditions, restrictions and reservations, to prevent or 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.

(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 attorney's 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, 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.

## 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.

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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 their and each of their legal representatives, heirs, successors and assigns.

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

By *[Signature]*  
Vice President

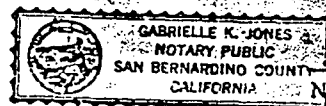
By *[Signature]*  
Assistant Secretary

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Suite 2, Law Building  
SAN BERNARDINO, CALIFORNIA  
Telephone TUBA 9-3188

STATE OF CALIFORNIA }  
COUNTY OF SAN BERNARDINO } ss.

On May 2, 1968, before me, the undersigned, a Notary Public in and for said State, personally appeared R. E. Branch and Venus Jacques, 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 bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



*[Signature]*  
Notary Public in and for said State.  
Gabrielle K. Jones

(SEAL)

When recorded return to:  
Title Insurance and Trust Co.  
340 Fourth Street  
San Bernardino, California

518

RECORDED AT REQUEST  
Title Insurance and Trust Company

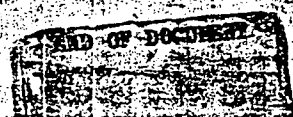
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Attention: Venus Jacques  
Trust RS-31847

OFFICIAL RECORDS  
SAN BERNARDINO CO. CALIF.

*[Signature]*  
COUNTY RECORDER



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