

DE CO.

1 FEE	27	601
		CHRG
2 MSYS	25	7 GINS
3 PCOR		8 IN
4 LNWT		9 S
		24
5 SVY		
6		M
DTT		

DOCUMENT #
93512839
RECORDED IN THE
OFFICIAL RECORDS OF
SAN BERNARDINO COUNTY
ERROL J MACKZUM
RECORDER
Nov/24/1993
2:00:00:PM

*
*

NTS, CONDITIONS AND RESTRICTIONS

RVATION OF EASEMENTS

TABLE OF CONTENTS

	<u>Page</u>
RECITALS	1
ARTICLE I - DEFINITIONS	2
Section 1. "Close of Escrow"	2
Section 2. "Committee"	2
Section 3. "County"	2
Section 4. "Declarant"	2
Section 5. "Declaration"	2
Section 6. "Family"	2
Section 7. "Improvements"	2
Section 8. "Lot"	2
Section 9. "Owner"	2
Section 10. "Project"	3
Section 11. "Property"	3
Section 12. "Residence"	3
Section 13. "VA/FHA"	3
Section 14. Application of Definitions	3
ARTICLE II - GENERAL PLAN OF DEVELOPMENT	3
Section 1. Initial Development	3
Section 2. Declarant's Control of Development	3
ARTICLE III - USE RESTRICTIONS	4
Section 1. Construction of Residences and Improvements	4
Section 2. Private Residential Dwelling	4
Section 3. Prohibited Dwelling Structures	4
Section 4. Signs	4
Section 5. Animals and Insects	4
Section 6. Quiet Enjoyment	5
Section 7. Alterations	5
Section 8. Windows	5
Section 9. Commercial Activity	5
Section 10. Parking/Vehicles	5
Section 11. Use of Garages	6
Section 12. Solar Energy Installations	6
Section 13. Damage to Residence	6
Section 14. Leasing	6
Section 15. Trash	6
Section 16. No Hazardous Activities	7
Section 17. Water and Sewer Systems	7
Section 18. Grades, Slopes and Drainage	7
Section 19. Fences	8
Section 20. Roof Mounted Mechanical Equipment and Antennas	8
Section 21. Satellite Dishes	8
Section 22. Further Subdivision	8
Section 23. Disclosures	8

TITLE IV - LANDSCAPING AND MAINTENANCE 8
 Section 1. Trees 8
 Section 2. Plants 8
 Section 3. Exterior Maintenance and Repair 9
 Section 4. Street Maintenance 9

 TITLE V - EASEMENTS 9
 Section 1. Easements for Utilities 9
 Section 2. Easements for Drainage 10
 Section 3. Easements for Construction and Sales 10

 TITLE VI - ARCHITECTURAL CONTROL 11
 Section 1. Architectural Control 11
 Section 2. Present Construction Exempt 11
 Section 3. Submittal of Plans and Specifications 11
 Section 4. Review of Plans and Specifications 11
 Section 5. Resolution of Disputes 11
 Section 6. Performance of Work 11
 Section 7. Prohibited Actions 12
 Section 8. Specific Architectural Controls 12

 TITLE VII - ARCHITECTURAL AND LANDSCAPE CONTROL COMMITTEE 13
 Section 1. Arrowhead Woods Architectural Committee 13
 Section 2. Submissions to the Committee 13
 Section 3. Review of Proposed Construction 13
 Section 4. No Waiver of Future Approvals 14
 Section 5. Presumed Approval 15
 Section 6. Compensation of Members 15
 Section 7. Correction of Defects 15
 Section 8. Scope of Review 16
 Section 9. Variance 16
 Section 10. Non-Liability of Committee Members 16
 Section 11. Non-Liability of Declarant 17

 TITLE VIII - GENERAL PROVISIONS 17
 Section 1. Enforcement 17
 Section 2. Arbitration of Disputes 18
 Section 3. Severability 18
 Section 4. Term 18
 Section 5. Construction 19
 Section 6. Vote Allocation 19
 Section 7. Singular Includes Plural 19
 Section 8. Amendments 19
 Section 9. Attorneys' Fees 19

 TERMINATION AGREEMENT 22

 APPENDIX "A" - LEGAL DESCRIPTION OF THE PROPERTY

93-512839

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
EMERALD ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS is made as of this 23RD day of November, 1993, by FENN-ROBBINS HOMES, a general partnership ("Declarant").

RECITALS

A. Declarant is the owner of that certain real property located in the Lake Arrowhead area of San Bernardino County, California, more particularly described in Exhibit "A" attached hereto (the "Property").

B. Declarant desires to develop the Property as an estate-lot subdivision (the "Project") wherein improved lots will be sold to individual purchasers for the purpose of constructing single-family homes.

C. Declarant deems it desirable to impose a general plan for the development, protection, use, occupancy and enjoyment of the Project, and to establish, adopt and impose covenants, conditions and restrictions upon the Project for the purpose of enforcing, protecting and preserving the value, desirability and attractiveness of the Project.

D. Declarant hereby declares that all of the Project shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following easements, restrictions, covenants, conditions, and equitable servitudes, all of which are imposed for the purpose of uniformly enhancing and protecting the value, attractiveness, and desirability of the Project in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Project, or any portion thereof. The covenants, conditions, restrictions, reservations, easements, and equitable servitudes set forth herein shall run with the Project and shall be binding upon all persons having any right, title, or interest in the Project, or any portion thereof, their heirs, successors, and assigns, and shall inure to the benefit of and be binding upon Declarant and its successors in interest, and each Owner (as defined herein) and his or her respective successive Owners, and may be enforced by Declarant, the Committee described in Article VII of this Declaration, or by any

93-5128

ARTICLE I

DEFINITIONS

Section 1. "Close of Escrow" shall mean the date on which a deed conveying any Lot from Declarant to any purchaser is recorded in the Office of the San Bernardino County Recorder.

Section 2. "Committee" shall mean and refer to the Arrowhead Woods Architectural Committee described in Article VII of this Declaration.

Section 3. "County" shall mean and refer to the County of San Bernardino, California.

Section 4. "Declarant" shall mean and refer to FENN-ROBBINS HOMES, a partnership, and to any person or entity acquiring all or a portion of Declarant's interest in the Project (including all of Declarant's rights and obligations as created and established herein) pursuant to any written assignment from Declarant which is recorded in the Office of the County Recorder.

Section 5. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements recorded on the Project, and to any recorded amendments hereto.

Section 6. "Family" shall mean and refer to (i) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (ii) a group of not more than eight (8) persons not all so related, inclusive of their domestic servants, who maintain a common household in a Residence.

Section 7. "Improvements" shall mean and refer to all structures and appurtenances thereto of every kind, including, but not limited to, Residences and all modifications to the exterior of a Residence including, but not limited to, garages, carports, room additions, patio covers, decks, gazebos, spas, hot tubs, pools, awnings, screens and skylights, sheds and any other outbuildings, antennas, satellite dish or other similar electronic receiving or broadcasting device, solar systems, exterior air conditioning, water softener fixtures or equipment, poles, signs, drainage channels, driveways, parking areas, fences, walls and landscaping.

Section 8. "Lot" shall mean and refer to a plot of land within the Project which is separately numbered and described on Tract Map 10944 recorded in the Office of the County Recorder, which is designed and intended for the construction of one (1) single-family Residence, and to all of the Improvements constructed thereon.

Section 9. "Owner" shall mean and refer to the record owner, or owners if more than one (1), or the purchaser under a conditional sales contract of fee title to, or an undivided

93-512839

interest in, any Lot in the Project. The foregoing does not include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation.

Section 10. "Project" shall mean and refer to the Property, including all of the Lots and the Improvements constructed thereon.

Section 11. "Property" shall mean and refer to all of that real property described in Exhibit "A" attached hereto.

Section 12. "Residence" shall mean and refer to any individual dwelling (including the garage and any other appurtenant Improvements) which is constructed upon a separate Lot and which is designed and intended for use and occupancy as a single-family residence.

Section 13. "VA/FHA" shall mean and refer to the United States Department of Veterans Affairs and the Federal Housing Administration.

Section 14. Application of Definitions. These definitions shall be applicable to this Declaration, and any supplements or amendments hereto filed or recorded pursuant to the provisions of this Declaration, unless the context shall prohibit such application.

ARTICLE II

GENERAL PLAN OF DEVELOPMENT

Section 1. Initial Development. The Project will be a single-phase, estate-lot residential development, consisting of eighteen (18) Lots designed for the construction of single-family residences.

Section 2. Declarant's Control of Development. Subject only to the prior approval of the appropriate governmental agencies and the VA/FHA, if applicable, nothing in this Article or elsewhere in this Declaration shall limit the right of Declarant to redesign all unsold Lots in the Project, including increasing or decreasing the size or number of Lots, and to otherwise control all aspects of improving and selling Lots in the Project. In furtherance thereof, nothing in this Declaration shall limit the right of Declarant to establish additional licenses, easements and rights-of-way for building, constructing or installing any utility or other similar facilities over any portion of the Project owned by Declarant, in favor of Declarant (subject to the time limitation described in Article V, Section 3 of this Declaration), utility companies or others, as may from time to time be reasonably necessary for the development of the Project. Additionally, Declarant shall have the exclusive right (subject to the time limitation described in Article V, Section 3 of this Declaration) to maintain a sales

93-512839

office and reasonable signs on any portion of the Project owned or controlled by Declarant during the period while the Project is being developed and Lots are being sold by Declarant.

ARTICLE III

USE RESTRICTIONS

The Project shall be occupied and used only as follows:

Section 1. Construction of Residences and Improvements. The Lots will initially be sold to individual purchasers as vacant finished estate lots, unimproved with structures of any kind. The Owners will construct any Residences and Improvements thereon in accordance with the provisions of this Declaration and in accordance with building permits and approvals obtained from the County or other governmental authority having jurisdiction. Residences will contain not less than one thousand five hundred (1,500) square feet, excluding garages. Once construction is commenced, it shall be prosecuted diligently and continuously to completion.

Section 2. Private Residential Dwelling. Each Lot shall be used for residential purposes for the construction of one (1) detached Residence, and other related Improvements, to be occupied by a single Family. No other purposes whatsoever shall be permitted, except such temporary uses as may be allowed by Declarant while the Project is being developed and Lots are being sold (subject to the time limitation described in Article V, Section 4 of this Declaration).

Section 3. Prohibited Dwelling Structures. At no time shall any outbuilding, tent, shack, shed, trailer, camper, motorhome, boat or structure of any kind within the Project, except for the Residence constructed upon each Lot, be used as a residence or dwelling. No mobile or prefabricated modular home shall be erected, placed or used on any Lot within the Project.

Section 4. Signs. Subject to the provisions of California Civil Code Sections 712 and 713, no sign of any kind shall be displayed to the public view on or from any Lot, except (i) such signs as may be used by Declarant in connection with the development of the Project and sale of Lots; and (ii) one (1) "for sale" or "for lease" sign of reasonable size (reasonably defined as not more than eighteen (18) by twenty-four (24) inches).

Section 5. Animals and Insects. No livestock, reptiles, insects, poultry, or other animals of any kind shall be raised, bred, or kept on any Lot, except a reasonable number of domesticated pets, may be kept on a Lot; provided, however, that no Owner shall operate any kennel or breed or maintain any animals for any commercial purpose. Each Owner shall be responsible for cleaning up any excrement or other unclean or unsanitary conditions.

93-5128

said animals within the Project. Every person bringing an animal upon or keeping an animal in the Project shall be liable pursuant to the laws of the State of California to all persons for any injury or damage to persons or property caused by such animal. All animals must be kept either within an enclosed portion of a Lot or secured on a leash held by a person capable of controlling such animal.

Section 6. Quiet Enjoyment. No Owner shall permit or suffer anything to be done or kept upon such Owner's Lot which will obstruct or interfere with the rights of quiet enjoyment of the other residents in the Project, or annoy them by unreasonable noises, noxious, offensive or illegal activities or otherwise.

Section 7. Alterations. The modification, alteration or removal of any Improvement whatsoever in the Project shall be in accordance with the restrictions contained in this Declaration and the requirements of the County.

Section 8. Windows. No window in any Residence shall be covered, in whole or in part, inside or outside, with aluminum foil, newspaper, paint or any other material reasonably inappropriate for such use. Notwithstanding the foregoing, an Owner may use clean white sheets as drapes for privacy purposes for a period of time not to exceed six (6) months pending installation of drapes, curtains, shutters or other appropriate window coverings.

Section 9. Commercial Activity. No professional, commercial or industrial operations of any kind shall be conducted in or upon any Lot, except (i) professional and administrative occupations without external evidence thereof, so long as such occupations are in conformance with local governmental ordinances, cause no associated vehicular traffic, and are merely incidental to the use of the Residence as a single-family residence, and (ii) (subject to the time limitation described in Article V, Section 4 of this Declaration) such temporary uses as shall be permitted by Declarant while the Project is being developed and Lots are being sold.

Section 10. Parking/Vehicles. No Owner shall park, store or keep any large commercial type vehicle anywhere within the Project. No trailer, motorhome, truck (except a pickup truck used as a personal transportation vehicle), camper or boat shall be kept or maintained anywhere on the Project, including, without limitation, any public or private street, in such manner as to be visible from a neighboring Lot, unless screened from view behind fencing in a side or rear yard area. All vehicles shall be parked in compliance with applicable governmental ordinances. No inoperable vehicle may be kept anywhere on the Project except in an enclosed building. Unlicensed motorcycles and off-road vehicles shall not be operated within the Project. Motorcycles and off-road vehicles, licensed or not, shall not be operated off-road for recreational purposes within the Project.

93-51283

Section 11. Use of Garages. No Residence shall be constructed or maintained on a Lot without a garage large enough to contain two standard sized automobiles, which garage shall be used to park the automobiles belonging to the Owner or occupants of the Lot, and for other purposes not incompatible with such use. Automobiles are to be kept in the garage when not in use. The use of carports in place of garages is specifically prohibited. The doors of a garage facing the street or streets adjacent to the Lot upon which garage is located shall be kept closed at all times, except when an automobile is entering or exiting to or from said garage.

Section 12. Solar Energy Installations. All Owners shall have the right, subject to the approval of the Committee regarding location and visibility, to place and maintain on their Lot, solar equipment or other energy saving devices and facilities related to the installation and maintenance of individual residential solar systems. The installation and maintenance of any solar system by an individual Owner shall be subject to the approval of the County and to all applicable governmental ordinances, rules and regulations. No solar heating panels or other solar energy collection equipment shall be installed on any portion of any Lot, or any improvement thereon, unless such equipment is installed in such location and such manner as to be obscured from the view of other persons in the Project to the greatest degree practicable without significantly decreasing its efficiency.

Section 13. Damage to Residence. If all or any portion of a Residence is damaged or destroyed by fire or other casualty, the Owner shall either promptly rebuild the Residence in substantial conformance to the style and design prior to said damage or destruction, or clear his Lot of all debris and restore his Lot to a neat, safe and attractive condition.

Section 14. Leasing. No Owner shall rent or lease his Lot or Residence for transient or hotel purposes or for a period of less than thirty (30) days, and no Owner may rent or lease less than his entire Lot. All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of this Declaration, and that any failure by the tenant or lessee to comply with the terms hereof shall constitute a default under such agreement. Other than the foregoing, there are no restrictions on the right of an Owner to rent or lease his Lot.

Section 15. Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Lot, except in covered sanitary containers commercially designed therefor located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Project or any portion thereof, unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. Trash containers shall be exposed to the view of neighboring Lots or streets only when set out for a reasonable period of time (not to exceed twelve (12) hours before and after

93-512

scheduled trash collection hours). There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles or fire pits designed in such a manner that they do not create a fire hazard. No clothing or household fabrics shall be hung, dried, or aired in such a way in the Project as to be visible from the streets or other Lots in the Project, and no lumber, grass, scrap, tree clippings, plant waste, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any portion of the Project, except within an enclosed structure or appropriately screened from view, and so long as no fire hazard is created thereby.

Section 16. No Hazardous Activities. No activities shall be conducted on any Lot, and no Improvements shall be constructed on any Lot, which are or might be unsafe or hazardous to any person or property. No portion of the Project shall be used for the purpose of mining, quarrying, drilling, boring, geothermal exploration or development, or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth. No tanks, tunnels, excavations or shafts shall be permitted within the Project. No machinery, appliance or structure shall be placed, operated or maintained on any Lot for use in connection with any trading, manufacturing or repairing business. No hazardous, toxic or inflammable waste or material shall be stored or used upon any Lot, excepting products commercially prepared for household and landscaping use which are stored and used in accordance with the manufacturer's instructions.

Section 17. Water and Sewer Systems. No individual water supply system, water softener system, or sewage disposal system shall be permitted on any Lot unless such system is designed, located, constructed and equipped in accordance with the requirements, standards, and recommendations of any applicable water district and any applicable governmental authority having jurisdiction.

Section 18. Grades, Slopes and Drainage. There shall be no change in the established grade or elevation of said Lots, and no change in the established slope or ratio of the cuts and fills, which alters the established drainage patterns without the prior written consent of the Committee and without the prior written approval of the County. There shall be no modification, interference with or obstruction of the established surface drainage patterns over any Lot within the Project, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Committee and the County. Any alteration of the established drainage pattern must at all times comply with all applicable local governmental ordinances. For the purpose hereof, "established" drainage is defined as the drainage which exists at the time the grading of any Lot is completed by the Declarant in conformity with the grading plans approved by the

93-512839

Section 19. Fences. No fence, wall, hedge or other dividing device ("fence") shall be erected, altered or maintained on any Lot, unless such fence has been approved by the Committee. The maximum height for fencing is five (5) feet. Fences constructed of chain link are prohibited within the Project except for dog runs which are hidden from view from adjoining Lots and approved by the Committee. Perimeter fencing will be allowed only with the consent of the Committee regarding the location and materials. No fence may be constructed in a manner which would obscure views from adjoining Lots.

Section 20. Roof Mounted Mechanical Equipment and Antennas. No exterior antenna of any type, roof mounted mechanical equipment, poles or masts shall be constructed on or attached to any Residence or erected or maintained on any Lot within the Project.

Section 21. Satellite Dishes. No satellite dish or equipment shall be erected or maintained within the Project unless installed in such location and in such matter as to be screened from view of adjacent Lots. Any such installation shall be subject to County requirements, if any, concerning such installation, and the prior written consent of the Committee.

Section 22. Further Subdivision. No Owner shall further partition or subdivide his Lot; provided, however, that this provision shall not be construed to limit the right of an Owner to transfer or sell his Lot to more than one person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or as community property.

Section 23. Disclosures. The Lots front on Papoose Lake, which is a private lake, closed to swimming, boating and other recreational activities. The water levels within Papoose Lake and Lake Arrowhead are subject to variation based upon seasonal and other conditions over which neither Declarant nor Owners will have control. An overhead high-tension power line is also located adjacent to the Project.

ARTICLE IV

LANDSCAPING AND MAINTENANCE

Section 1. Trees. No trees, roots, branches and/or parts thereof growing on or which it may hereafter grow upon, stand or be located upon any of the Lots may be cut, removed or altered in any way unless first approved by the Committee.

Section 2. Plants. No plants infected with noxious insects or plant diseases shall be brought upon, grown or maintained upon any Lot. Ornamental plantings and trees shall not unduly impede views from neighboring Lots. Planting and trees

93-512839

attaining a height which would cause view interference shall be periodically trimmed and cut back as necessary.

Section 3. Exterior Maintenance and Repair. No Improvement within the Project shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement upon his Lot to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Committee, upon receipt of complaints regarding such Owner and/or Lot shall immediately forward a copy of such complaint to the offending Owner. Any Owner may utilize the enforcement provisions of this Declaration (set forth in Article VIII below) to require the correction of such conditions, at the expense of the Owner of the offending Lot.

Section 4. Street Maintenance. The Owners of Lots 1 and 2 will be solely responsible for maintaining that portion of Canyon View Road adjacent to such Lots. This maintenance will include snow, ice and other debris removal as well as periodic filling of potholes and resurfacing.

ARTICLE V

EASEMENTS

Section 1. Easements for Utilities. The rights and duties of the Owners of Lots within the Project with respect to sanitary sewer, water, electricity, gas, television cable (or CATV service) and telephone lines, and other facilities, shall be governed by the following:

(a) Each Owner shall maintain those facilities and connections located upon his respective Lot which are not maintained by the respective utility company or agency.

(b) Wherever sanitary sewer, water or gas connections, television cables, electricity or telephone lines are installed within the Project and it becomes necessary to gain access to said connections, cables and/or lines through a Lot owned by someone other than the Owner of the Lot served by said connections, cables and/or lines, the Owner of the Lot served by said connections, cables and/or lines shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon such other Lot or to have the utility companies enter upon such other Lot to repair, replace and generally maintain said connections, cables and/or lines.

(c) Whenever sanitary sewer, water or gas connections, television cables, electricity or telephone lines are installed within the Project, and said connections, cables and/or lines serve more than one (1) Lot, the Owner of each

93-51283

Lot served by said connections, cables and/or lines shall be entitled to the full use and enjoyment of such portions of same as service his Lot.

(d) In the event of a dispute between Owners respecting the repair or rebuilding of the aforesaid connections, cables and/or lines or the sharing of the cost thereof, the matter may be resolved by arbitration, as provided in Section 2 of Article VIII below.

(e) No Owner shall construct any Improvements on any utility easement area of record which will unreasonably interfere with the maintenance and repair of the facilities located in said easement without the prior written consent of the appropriate utility company.

Section 2. Easements for Drainage. Nonexclusive easements appurtenant to each Lot in the Project are hereby created and reserved for drainage according to the patterns for drainage created by the approved grading plans for the Project, as well as according to the actual, natural and existing patterns for drainage. Each Owner covenants and agrees that he shall not obstruct or otherwise interfere with said drainage patterns of waters from adjacent Lots in the Project over his Lot, or in the alternative, that in the event it is necessary and essential to alter said drainage pattern for the protection and use of his Lot, he will make adequate provisions for proper drainage in accordance with the appropriate governmental grading ordinance, subject to the prior written consent of the County and the Committee.

Section 3. Easements for Construction and Sales. Declarant hereby reserves for itself easements over the Project for access, ingress and egress on and over the Project as necessary to improve and develop the Project, and for construction, display, maintenance, sales and exhibit purposes in connection with the improvement and sale of Lots within the Project, together with the right to grant and transfer the same to Declarant's sales agents and representatives and prospective purchasers of Lots; provided, however, that such use shall not be for a period beyond the earlier of (i) five (5) years from the conveyance of the first Lot by Declarant or (ii) the sale by Declarant of all Lots within the Project, and provided further that such use by Declarant and others shall not interfere with the reasonable use and enjoyment of any sold Lots by the Owners thereof. The construction and sales easements reserved hereby shall specifically include the right to maintain sales offices in models and/or temporary modular facilities at such location or locations throughout the Project as Declarant may deem appropriate, the right to place signs advertising Lots for sale, and the right to maintain temporary utility poles, lines and other facilities throughout the Project.

93-51283

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Architectural Control. Except for purposes of normal maintenance and repair, and except as specifically permitted herein, no Owner shall construct, erect, install or plant any Improvement, or modify, alter or otherwise change any existing Improvement until any and all conditions and requirements which may be imposed by the controlling governmental agency with respect to such Improvement have been satisfied, and until the plans and specifications for such Improvement which are required pursuant to this Article have been approved, in writing, by the Committee.

Section 2. Present Construction Exempt. Notwithstanding the provisions of Section 1, Declarant need not seek approval for, and the Committee shall have no authority over, the development and construction activities of Declarant (subject to the time limitation described in Article V, Section 3 of this Declaration). Such development and construction activities of Declarant may include (without limitation) grading, installation of utilities, paving, landscaping, fencing, and other such improvements relative to the development of the Project as an estate-lot residential development.

Section 3. Submittal of Plans and Specifications. Any Owner desiring to make any Improvement to his Lot shall submit, in duplicate, to the Committee for its review, plans and specifications showing the nature, kind, color, shape, dimensions, materials and location of the proposed Improvement.

Section 4. Review of Plans and Specifications. The Committee will review any plans and specifications submitted by an Owner, and communicate approval or disapproval in writing in accordance with Article VII of this Declaration.

Section 5. Resolution of Disputes. In the event any Owner who submits plans and specifications to the Committee is dissatisfied with the action of the Committee, and contends that the Committee acted in an unjust, unreasonable, arbitrary or capricious manner in reviewing and acting on such plans and specifications, such Owner may elect to arbitrate such decision in accordance with Article VIII, Section 2(b) below. Such arbitration will be in lieu of litigation and will be binding upon the Committee and the Owner.

Section 6. Performance of Work. Any approved work shall be performed in accordance with the following provisions:

(a) Commencement and Completion. The Owner shall commence work on any proposed Improvement within one hundred and eighty (180) days following approval of the plans and specifications by the Committee, or such approval shall be

93-512839

deemed revoked. The Owner shall complete such Improvement in a reasonably prompt manner.

(b) Performance of Work. Except in the case of a bona fide emergency, all work shall be performed during reasonable daylight hours. All persons performing such work shall use their best efforts to minimize the duration of the work and the inconvenience to other Owners in the Project. All work shall be performed in a neat and orderly manner; and all reasonable safety precautions shall be taken during the performance of such work.

(c) Indemnification. The Owner of any Lot upon which any work for any Improvement is being performed shall save, indemnify and hold harmless the Committee and every other Owner in the Project from and against any and all liability arising out of or otherwise resulting from any negligent or intentional act or omission relating to the performance of such work.

Section 7. Prohibited Actions. No Owner shall modify or otherwise alter any perimeter wall or fence, if any, originally constructed by Declarant located along any public streets adjoining Project, nor any fence constructed by Declarant on any Lot in Project. Notwithstanding the foregoing, in the event any protective wall or fence or perimeter wall or fence is damaged or destroyed, the Owner of the Lot or Lots upon which the damage or destroyed fence or wall is located, shall reconstruct said wall or fence to the same style and appearance as when originally constructed, or to such other style and appearance as may be approved by the Committee, at the Owner's sole cost and expense.

Section 8. Specific Architectural Controls. The Committee or any Owner may enforce the following specific architectural controls applicable to the construction of any and all works of Improvement in order to maintain a uniform and attractive appearance within the Project:

(a) Setback Requirements. No Residence shall be located on any Lot nearer to any boundary line of the Lot than is allowed under the building setback lines established by the County and as shown on the recorded map for Tract 10944.

(b) Roofs. The roof of all portions of the Residence, garage or other outbuilding constructed on a Lot shall be of identical style, and may be constructed of wood shake, composite shingle or such other quality roofing materials as may be approved by the Committee. In no event will asbestos tile or rock be used.

(c) Outbuildings. The Committee may establish reasonable restrictions with respect to the construction of toolsheds and other outbuildings upon any Lot in the Project, taking into account the size and orientation of the Lot, and

93-512839

any existing structures thereon, including such restrictions as setbacks, size, location, architectural style, shape, design, color, materials and finish.

(d) Uniformity of Structures. Unless otherwise approved by the Committee, any and all outbuildings, sheds or other structures constructed on a Lot by an Owner shall be of uniform architectural style, color, materials and construction as that of the Residence.

ARTICLE VII

ARCHITECTURAL AND LANDSCAPE CONTROL COMMITTEE

Section 1. Arrowhead Woods Architectural Committee. The "Committee" referred to in this Declaration is the Arrowhead Woods Architectural Committee, an existing architectural control committee which is responsible for the review of architectural submissions for Improvements in various locations in the Lake Arrowhead area. By its execution of this Declaration, the Committee agrees to exercise architectural review responsibility as set forth in this Declaration.

Section 2. Submissions to the Committee. Plans, specifications and other submissions to and communications with the Committee may be made by personal delivery, by registered or certified mail, return receipt requested or by recognized overnight delivery service to the following address:

Arrowhead Woods Architectural Committee
P.O. Box 2026
Lake Arrowhead, California 92352

Section 3. Review of Proposed Construction. No Improvement (as defined herein) shall be constructed, erected, painted, repaired, or maintained upon the Project, nor shall any exterior addition thereon or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Committee; provided, however, that Committee approval need not be obtained for the planting and proper maintenance of shrubs, ground cover, grass and similar vegetation which full grown or left in its natural state will not grow to a height which would obstruct the view from or materially affect the structural integrity of any Residence; provided that such vegetation is maintained in a neat, trimmed and aesthetically pleasing condition. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alteration, or addition contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area or the Project as a whole, and that the appearance of any structure effected thereby will be in harmony with the surrounding

structures. The Committee may condition its approval of proposals or plans and specifications on such changes thereto as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue standards, or guidelines (a) concerning landscaping and construction, including without limitation, standards and guidelines regulating the size, location and noise level as applicable, of air conditioning equipment and solar heating equipment installed on Lots, (b) setting forth procedures for the submission of plans for approval, (c) requiring a reasonable fee ("Review Fee") payable to the Committee for any costs involved to accompany each application for approval, and (d) specifying additional factors which it will take into consideration in reviewing submissions. The Committee may provide that the amount of any Review Fee shall be uniform, or that it be determined in any other reasonable manner, such as a graduated fee scale based on the reasonable cost of the construction, alteration, or addition contemplated. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings, and description or samples of plantings, exterior materials and colors. Until receipt by the Committee of all plans, specifications or other materials deemed necessary by the Committee, the Committee may postpone review of any plans submitted for approval. The Committee shall provide the Owner submitting such plans and specifications with a dated written receipt for such plans and specifications submitted. The decision of the Committee and the reasons therefor shall be transmitted by the Committee to the applicant at the address set forth in the application for approval within thirty (30) days after receipt by the Committee of all materials required by the Committee. Any application submitted pursuant to this Section 3 shall be deemed approved, unless written disapproval or a request for additional information or materials by the Committee shall have been transmitted to the applicant within thirty (30) days after the date of receipt by the Committee of such application or additional information. Notwithstanding the foregoing, Declarant need not seek approval of the Committee with respect to its grading, construction or other activities on the Project, until Close of Escrow for the sale of the last Lot in the Project from Declarant to a member of the public. In performing its duties under this declaration the Committee shall keep businesslike records which shall be transferable to and enable future Committee members to adequately investigate previous approvals and reviews conducted by the Committee.

Section 4. No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals or plans.

93-51283

specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

Section 5. Presumed Approval. Notwithstanding any other provision in this Article, should any Owner fail to notify the Committee of an Improvement, as provided for hereinabove, from and after the one (1) year anniversary of the completion of the Improvement for the benefit only of bona fide purchasers and encumbrances for value, the completed Improvement shall be deemed to comply with the terms and provisions of this Article, unless notice of noncompliance or noncompletion, executed by the Committee, was of public record in the Office of the County Recorder, or legal proceedings had been commenced to enforce compliance with these provisions prior to said sale or encumbrance.

Section 6. Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement (paid from Review Fee funds) for expenses actually incurred by them in the performance of their duties hereunder.

Section 7. Correction of Defects. Inspection of work and correction of defects therein shall proceed as follows:

(a) The Committee or its duly authorized representative may at any time inspect any Improvement for which approval of plans is required under this Article VII; provided, however, that the Committee's right of inspection of Improvements for which plans have been submitted and approved shall terminate sixty (60) days after such work of Improvement shall have been completed, and the respective Owner shall have given written notice to the Committee of such completion. The Committee's rights of inspection shall not terminate pursuant to this Section if the Plans for the work of Improvement have not previously been submitted to and approved by the Committee. If, as a result of such inspection, the Committee finds that such Improvement was done without obtaining approval of the plans therefor or was not done in substantial compliance with the plans approved by the Committee, it shall notify the Owner in writing of failure to comply with this Article VII within sixty (60) days from the inspection, specifying the particulars of noncompliance. The Committee shall have the authority to require the Owner to take such action as may be necessary to remedy the noncompliance.

(b) If for any reason the Committee fails to notify the Owner of any noncompliance with previously submitted and approved plans within sixty (60) days after receipt of said written notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved plans.

Section 8. Scope of Review. The Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration, or addition on the basis of satisfaction of the Committee with the grading plan, location of the Improvements on the Lot, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height, style, appropriateness of proposed Improvements, effect on views from adjoining Lots, the materials used therein, the kinds, pitch or type of roof proposed to be placed thereon, the planting, landscaping, size, height, or location of vegetation on a Lot, and on the basis of aesthetic considerations and the overall benefit or detriment which would result from such Improvement, alteration or addition to the Project generally. Although the Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, color, schemes, exterior finishes, and materials, and similar features, it shall not be responsible for reviewing, nor shall its approval of any plans or design be deemed approval of, any plan or design from the standpoint of adequacy of drainage, structural safety or conformance with building or other codes. The approval of any proposed improvement, alteration, or addition shall be conditioned on (i) commencement of work on such Improvement within one hundred eighty (180) days after written approval is forwarded to the Owner, and (ii) the completion of such work within a reasonable period of time thereafter (other than landscaping which must be completed in accordance with Article IV, Section 1, of this Declaration), as further specified by the Committee.

Section 9. Variance. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including, without limitation, restrictions on height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances shall be approved in writing by the Committee. If such variances are granted, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all laws and regulations of the County or any other governmental authority affecting the use of his Lot, including, but not limited to, zoning, building codes or requirements imposed by the County or any other governmental authority.

Section 10. Non-Liability of Committee Members. Neither Declarant, the Committee, nor any members thereof, nor their duly authorized representatives shall be liable to any Owner for any loss, damage, or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee.

93-512839

Section 11. Non-Liability of Declarant. Declarant shall not be responsible for the decisions of the Committee and shall not be liable for failure of the Committee to properly function in the manner described in this Declaration. Declarant shall not be liable to the Owners or any other parties for any loss, damage or injury arising out of or in any way connected with its duties hereunder unless due to its willful misconduct or bad faith.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement.

(a) Enforcement Rights. The appropriate governmental agency, the Committee, or the Owner of any Lot in the Project, including the Declarant, shall have the right, but not the obligation, to enforce, by proceeding at law or in equity, any or all of the covenants imposed by this Declaration, including, without limitation, 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 said covenants, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

(b) Violation of Covenant Deemed Nuisance. The result of every act or omission whereby any of the covenants contained in this Declaration are violated, in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and any be exercised by the appropriate governmental agency, the Committee or by any Owner, including the Declarant, or by such Owner's successors in interest.

(c) Remedies Are Cumulative. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(d) Failure to Enforce Covenants. The failure of the appropriate governmental agency, the Committee or any Owner, including the Declarant, to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

(e) Effect of Breach on Mortgagees. A breach of the covenants contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any Lot; provided, however, that any subsequent Owner of such Lot shall

be bound by said covenants, whether or not such Owner's title was acquired by foreclosure, a trustee's sale or otherwise.

Section 2. Arbitration of Disputes.

(a) Arbitration Before Homeowners' Arbitration Panel. In the event of a dispute between Owners concerning any of the covenants set forth in this Declaration, and all of the Owners involved in such dispute so desire, the matter may be resolved by arbitration before a "Homeowners' Arbitration Panel" ("Panel"). The Panel shall consist of one (1) uninjured Owner selected by the Owner or Owners of each Lot involved in the dispute, and one (1) additional uninjured Owner to be selected by the members of the Panel. In no event, however, shall there be more than three (3) members of any such Panel. Upon establishment of a Panel acceptable to all parties, each involved Owner shall execute and submit to the Panel a written consent setting forth the issue or issues to be resolved, and agreeing to be bound by the Panel's determination thereof. The Panel shall then set a date for hearing and give each Owner involved at least ten (10) days' notice, shall conduct the hearing on the matter, shall give all interested parties an opportunity to be heard, shall make a good faith determination of the rights and obligations of the parties and shall promptly advise each interested Owner of the Panel's decision. Such determination shall be binding upon all interested Owners, unless the Panel failed to act in good faith and/or acted arbitrarily and capriciously.

(b) Arbitration Before AAA. In the event of a dispute between Owners concerning any of the covenants set forth in this Declaration, and all of the Owners involved in such dispute so desire, the matter may be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") before an arbitrator selected from the panels of arbitrators of AAA. The prevailing party in any such arbitration proceeding shall be entitled to reasonable costs and attorneys' fees incurred in the arbitration proceedings in such amount as shall be determined by the arbitration panel.

Section 3. Severability. Invalidation of any one of the covenants by judgment or court order shall in no way affect the other provisions hereof, which shall remain in full force and effect.

Section 4. Term. The covenants set forth in this Declaration shall run with and bind the Project, and shall inure to the benefit of and be enforceable by the controlling governmental authority and by any Owner of a Lot in the Project, and his heirs, assigns and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the

93-5128

majority of the Lots in the Project and subject to the consent of the controlling governmental agency, agreeing to terminate said covenants and restrictions, in whole or in part, has been recorded within one (1) year prior to the termination of any successive ten (10) year period.

Section 5. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development, use, occupancy and enjoyment of the Project. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 6. Vote Allocation. Any vote of Owners within the Project shall be calculated on the basis of one (1) vote per Lot. Where two (2) or more persons own an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 7. Singular Includes Plural. Whenever the context of this Declaration may so require, the singular shall include the plural, and the masculine shall include the feminine and neuter.

Section 8. Amendments. This Declaration may be amended only with the written assent of the Owners of not less than sixty-seven percent (67%) of the Lots which are subject to this Declaration. This amendment provision shall not be amended to allow amendments by less than the percentage set forth hereinabove, nor shall any provisions herein regarding Declarant's rights be amended without Declarant's consent. Notwithstanding the foregoing, Declarant may unilaterally amend this Declaration at any time prior to Close of Escrow for the sale of the first Lot subject to this Declaration to an Owner or at any time if necessary in order to comply with requirements of the VA or FHA. An amendment made in accordance with the provisions set forth herein shall be effective when it is set forth in writing, executed before a notary public by the requisite number of Owners and recorded in the Office of the County Recorder. Upon such recordation, the amendment shall be effective and binding upon all Owners, regardless of whether such Owner consented to such amendment.

Section 9. Attorneys' Fees. In the event the Committee or any Owner of any Lot shall commence legal proceedings against the Owner of any Lot to enforce the covenants of this Declaration, or to declare rights hereunder as the result of any breach, or claim of breach, of said covenants, the prevailing party in such proceeding shall be entitled to recover from the losing party its costs of suit, including reasonable attorneys' fees, as may be

93-512839

IN WITNESS WHEREOF, the undersigned, being the Declarant,
has executed this Declaration on the day and year first set forth
hereinabove.

"DECLARANT"

FENN-ROBBINS HOMES,
a general partnership

By: Jenna R. Robbins
Partner

By: Mark [Signature]
Partner

By: David M. [Signature]
Partner

Arrowhead Woods Architectural
Committee hereby agrees to act
as the "Committee" as set forth
in this Declaration.

By: Judy Ashton, Pres.

By: Robert J. Long, VICE PRES

By: _____

ACKNOWLEDGMENT

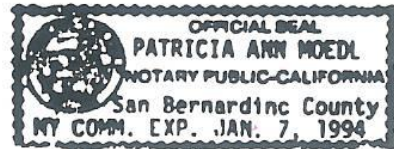
STATE OF CALIFORNIA)
)
COUNTY OF San Bernardino) ss.

On November 23, 1993, I
Patricia Ann Moedl, a Notary Public in and for ss
personally appeared James R. Robbins, Mark M. Fenn and Da
personally known to me (or proved to me on the
satisfactory evidence) to be the persons whose names are
to the witn'n instrument and acknowledged to me that the
the same in their authorized capacities, and that
signatures on the instrument the persons, or the entity u
of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Patricia Ann Moedl
signature

(Seal)



93-512839

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property located in the Lake Arrowhead
in Bernardino County, California, described as follows:

Lots 1 through 18, inclusive, of Tract 10944,
in the County of San Bernardino, State of
California, as per Plat recorded in Book 189
of Maps, pages 30 through 32, inclusive,
Records of said County.