

RECORDING REQUESTED BY:

Metropolitan Advertising Agency, Inc.  
3841 Airport Boulevard, Suite 500  
Los Angeles, California 90045

1106

RECORDED IN  
OFFICIAL RECORDS

DEC 28 1978

SAN BERNARDINO  
CO. CALIF.

WHEN RECORDED MAIL TO:

Cox, Carole S. Nicholson  
2222 Martin Street, Suite 140  
Irvine, California 92715  
Attention: John R. Simon, Esq.

15.00  
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**DECLARATION OF RESTRICTIONS**

This Declaration is made this 27th day of December  
1978, by METROPOLITAN ADVERTISING AGENCY, INC., a Delaware corporation  
(hereinafter referred to as "Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the owner of record of that  
certain real property (hereinafter referred to as the "Property")  
in the County of San Bernardino, State of California, more partic-  
ularly described in Exhibit "A" attached hereto and incorporated  
herein by this reference;

WHEREAS, Declarant desires to establish a general  
plan of architecture and design (hereinafter called "said general  
plan") for the improvement and development of the Property;  
and

WHEREAS, in accordance with said general plan, Declarant  
desires to subject the Property to the following covenants,  
conditions, restrictions and reservations (hereinafter referred  
to as the "Conditions"), upon and subject to which all or any  
portion of the Property 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  
 of architecture and design for the protection, maintenance,  
 development and improvement of the Property and that in  
 accordance with said general plan the Property 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, and shall run with and be binding upon, the  
 Property and each and any part or portion thereof, 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 the  
 Property, but shall also apply to and bind each, every and  
 any future owner of each, every and any portion or portions  
 of the Property; (b) shall inure to the Benefit of each  
 every and any future owner of each, every and any portion or  
 portions of the Property; and (c) may be enforced not only  
 by the Declarant, its successors and assigns, but also may  
 be enforced by each, every and any future owner of each,  
 every and any portion or portions of the Property.

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

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

(a) "Property" means the real property described in Exhibit "A" attached hereto and incorporated herein by this reference.

(b) "building," "garage," "patio," "outbuilding," "fence" or structure shall include both the main portion of said structures and all projections therefrom.

(c) "lot" shall mean a parcel of real property created by the recordation of a parcel or final subdivision map covering all or any portion of the Property.

II

(a) Subject to the provisions of Article III, below, no building, garage, patio, outbuilding, fence or other structure shall be constructed, erected, altered, remodeled, placed, maintained or be permitted to remain on the Property 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 an architectural committee (hereinafter referred to as the "Architectural Committee"), which shall be composed of five (5) members, selected as hereinafter set forth.

(b) The members of the Architectural Committee shall be selected and appointed by the Board of Directors (hereinafter referred to as the "Board") of the Lake Arrowhead

Property Owners Association (hereinafter referred to as the "Association"). Any member of the Architectural Committee may be removed at any time, with or without cause, and his successor appointed by the Board. The Architectural Committee is presently composed of the following five (5) members:

- Victor Simpson
- Ernest Tnabet
- Bob Leo
- Marion Scholl
- Rich King

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

(d) The Architectural Committee shall have the power and authority to approve or disapprove the plans and specifications, and approval of said plans and specifications may be withheld not only because of noncompliance with any of the specific covenants, conditions and restrictions contained in this Declaration, but also by reason of the reasonable dissatisfaction of the Architectural 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 Architectural Committee, will render the proposed structure inharmonious or out of keeping with the general plan of improvement of the Property or with the structures erected on other residential building sites within that area commonly known as Arrowhead Woods. The Architectural Committee may, if it so desires, adopt rules governing its procedure.

(c) The approval of the Architectural Committee of any plans or specifications submitted for approval as herein specified for use on any lot or building site shall not be deemed a waiver by the Architectural 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 or specifications submitted for approval as herein provided for use on other lots or building sites.

(2) If the Architectural Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications and the fee provided for in subparagraph (c) hereof have been submitted to it, it shall be presumed that the Architectural Committee has approved said plans and specifications as submitted. If, after such plans and specifications have been approved, the building, garage, patio, outbuilding, fence or other structures shall be altered, erected or maintained upon the lot or building site otherwise than as approved by the Architectural Committee such alteration,

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~~erection and maintenance shall be deemed to have been undertaken without the approval of the Architectural Committee having been obtained as required by this Declaration.~~

The Architectural 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 violates any setback, rule, ordinance, 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 Architectural 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 Architectural Committee have been obtained as required by this Declaration.

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

(a) For the purpose of making a search upon

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interest in any lot or parcel or building site within the Property, and for the purpose of protecting purchasers and encumbrancers for value in good faith as against the performance or nonperformance of any of the acts in this Declaration authorized or permitted to be approved by the Architectural Committee, the Architectural Committee may issue a certificate showing that the plans and specifications 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 as to all matters within the jurisdiction of the Architectural Committee.

III

Declarant, as successor-in-interest to Boise Cascade Home & Land Corporation ("Boise") has subjected the Property to the within conditions pursuant to an Agreement (the "Agreement") between Boise and Arrowhead Lake Association obligating Boise to impose the conditions on any property in Arrowhead Woods owned by Boise developed for single-family residences. Since, on the date hereof, Declarant cannot know how the Property will be developed by future owners of the Property, it has, in accordance with its obligations under the Agreement as successor to Boise, subjected the entire Property to the conditions. However, it is not the intent of Declarant that the conditions apply to any portion of the Property which is not developed for

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single-family residence purposes. Accordingly, the provisions of Article II shall not be applicable to the construction, erection, alteration, placement or maintenance of any building, garage, patio, outbuilding, fence or structure unless the same is or is a part of a single-family residence. As used herein, the term "single-family residence" means a detached dwelling unit intended for occupancy by one family. Without limiting the generality of the foregoing, the term single-family residence shall not include attached dwelling units, condominiums, units within a planned unit development or apartments.

IV

(a) The covenants, conditions and restrictions herein contained shall run with the Property 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 the property.

(b) At any time prior to December 31, 2010, the owners of record of a majority of the lots in the Property may extend to a specified date the term during which said covenants, conditions and restrictions shall bind and affect the Property 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.

V

(a) No breach or violation of any of the covenants, conditions or restrictions herein contained shall defeat or



render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property or any part thereof, but all said covenants, conditions and restrictions shall be binding upon and effective against any subsequent owner of the Property or portion thereof.

(b) The violation or breach of any of the covenants, conditions or restrictions herein contained shall give the Declarant, the Architectural Committee and/or any owner or owners of lots or building sites in the Property 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 or restrictions 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 or restriction 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, the Architectural Committee and/or the owner or owners of any lot, building site or portion of the Property.

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

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

VI

Until such time as: (i) the entire Property shall have been subdivided by the recordation of a parcel or final subdivision map or maps complying in all respects with the California Subdivision Map Act and all other applicable laws, ordinances, rules, and regulations governing subdivisions; and (ii) fifty (50) residential building lots as shown on said map or maps have been improved with residential dwellings and conveyed to purchasers for actual residential use; all or any of the covenants, conditions and restrictions contained in this Declaration and any supplement or amendment thereto may not be modified, amended, cancelled or annulled without the written consent of Metropolitan Advertising Agency, and no such modification, amendment, cancellation or annulment shall be effective until such consent thereto by Metropolitan Advertising Agency shall have been recorded in the Office of the County Recorder of San Bernardino County.

VII

Any and all of the rights, powers and reservations of Declarant 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 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, have the same rights and powers

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BOOK 9589 PAGE 1303

and be subject to the same obligations and duties as are given to and assumed by Declarant and/or the Architectural Committee.

VIII

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Architectural Committee and/or the owner or owners of any portion of the Property, or their and each of their legal representatives, heirs, successors and assigns.

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Invalidation of any of these conditions by judgment or court order shall in no way affect any other condition, which shall remain in full force and effect.

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.

METROPOLITAN ADVERTISING AGENCY, INC.,  
a Delaware corporation

By

Its

*President*

By

Its

*Asst. Sec.*

[Seal]

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BOOK 9589 PG 1894

(Corporation)

STATE OF CALIFORNIA

COUNTY OF Los Angeles

ss.

On December 27, 1978, before me, the undersigned,  
 a Notary Public in and for said State, personally appeared  
Ronald F. Boddaker known to me to be the President, and  
Stephen G. Shapiro known to me to be  
Secretary 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.



*Sharon F. Jutras*  
 Notary Public

RECORDING AT THE REQUEST OF  
 CHICAGO TITLE CO.  
 RECORDING REQUESTED BY:

Lauri L. Riegelman  
 P. O. Box 3638  
 Blue Jay, CA 92317

WHEN RECORDED MAIL TO:

Law Offices of Shore & Wurm  
 Stephen B. Shore  
 P. O. Box 1956  
 Lake Arrowhead, CA 92352

1 FEE	5	6 CHRG	07
2 MSYS	2	7 GMS	
3 PCOR		8 NOFEE	
4 LNNT		9 SFEE	
5 SVV			
6 DTT		F	

RECORDED IN  
 OFFICIAL RECORDS  
 93 JAN 19 PM 4:08  
 SAN BERNARDINO  
 CO., CALIF.

93-019437

*map*  
*COPIES*  
*14599*

**DECLARATION OF RESTRICTIONS**

This Declaration is made this 21 day of July, 1992, by LAURI L. RIEGELMAN, Trustee of the Robert A. Riegelman and Lauri L. Riegelman 1977 Trust and Stephen B. Shore and Trudy M. Shore, Trustees of the Stephen and Trudy Shore Family Trust (hereinafter jointly and severally referred to as "Declarant").

C119274-43

WHEREAS, Declarant is the owner of record of that certain real property (hereinafter referred to as the "Property") in the County of San Bernardino, State of California, more particularly described as Lots 1 through 6, Tract 14599 as per map recorded in Book 250, Pages 83-84 in the offices of the County Recorder of said county; and

WHEREAS, Declarant desires to add to the Declaration of Restrictions recorded December 28, 1978, as Document 1106 in Book 9589, Pages 1883 to 1895, (herein the "Declaration") and subject the property to additional covenants, conditions, restrictions and reservations upon and subject to which all or any portion of the property shall be held, improved and conveyed:

NOW, AND THEREFORE, know all men by these presents:

1. Prior to submittal of plans and specifications for any improvement to the Property to the Architectural Committee, as that term is defined in said Declaration, a complete set of plans and specifications for any building, garage, patio, deck, outbuilding, wall, fence or other structure shall be submitted to Stephen B. Shore at 28200 State Highway 189, Suite F-280, Lake Arrowhead, California 92352, including a finish grading plan based upon a survey by a licensed surveyor, plot plan showing the location of such structure(s) on any lot in Tract 14599, roof plan, exterior elevations, sections and salient exterior details as to color, materials, roof pitch, and type and location of hedges, walls and fences for approval. Stephen B. Shore shall have thirty (30) days after complete submission within which to grant or deny approval, in Stephen B. Shore's sole and absolute discretion. If Stephen B. Shore fails to inform the applicant of his disapproval within said thirty (30) days, the plans shall be deemed approved by Stephen B. Shore, but still subject to approval by said Architectural Committee as provided in said Declaration. Said plans and specifications shall be submitted under a cover application form approved by Stephen B. Shore from time to time. Stephen B. Shore intends to exercise his discretion to disapprove any such improvement that Stephen B. Shore determines would interfere with any line of sight from any other lot in Tract 14599 or otherwise be

*S. Shore - A*  
*AWAC*  
*Committee*

93-019437

incompatible with the intended development on any other lot in Tract 14599.

2. Any fence that is proposed along North Bay Rd., or Peninsula Drive, shall be of the same materials, color and height as presently exists on Meadow Bay Drive along the perimeter of Lot 3, Tract 14599.

3. Except as provided hereinabove, the provisions of the Declaration are incorporated herein by this reference to the extent not inconsistent herewith. The Architectural Committee referred to in said Declaration means the Arrowhead Woods Architectural Committee.

In witness whereof, the Declarant has executed this Declaration of Restrictions on the 21 day July, 1992.

*Lauri L. Riegelman*  
Lauri L. Riegelman, Trustee  
of the Robert A. Riegelman  
& Lauri L. Riegelman 1977  
Trust

*Stephen B. Shore*  
Stephen B. Shore, Trustee  
of the Stephen and Trudy  
Shore Family Trust

*Trudy M. Shore*  
Trudy M. Shore, Trustee  
of the Stephen and Trudy  
Shore Family Trust

STATE OF CALIFORNIA )  
COUNTY OF SAN BERNARDINO ) ss

On this the 21 day of July, 1992, before me, *Flora A. Bollman*, the undersigned Notary Public, personally appeared LAURI L. RIEGELMAN, TRUSTEE; STEPHEN B. SHORE, TRUSTEE; TRUDY M. SHORE, TRUSTEE,  personally known to me  proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed it.

WITNESS my hand and official seal.



*Flora A. Bollman*  
Notary's Signature

DECLARATION OF RESTRICTIONS  
Title or Type of Document \_\_\_\_\_  
Number of Pages 2 Date of Document 7-21-92  
Signer(s) Other Than Named Above None



RECORDING REQUESTED BY  
ARROWHEAD WOODS ARCHITECTURAL  
COMMITTEE



**LARRY WALKER**  
Auditor/Controller – Recorder

12:40 PM  
SG

P Counter

Doc#: 2010-0531618

Titles: 1 Pages: 4



Fees	24.00
Taxes	0.00
Other	0.00
PAID	\$24.00

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**TITLE(S)**

CERTIFICATION OF AMENDMENT OF DECLARATION OF RESTRICTIONS

14699

Legal  
Solutions  
& Plus LS-201



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

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

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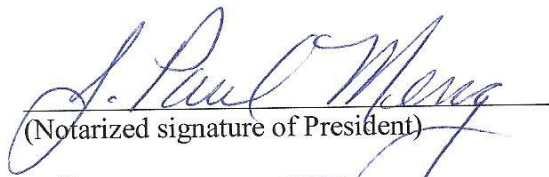
**CERTIFICATION OF AMENDMENT OF DECLARATION OF  
RESTRICTIONS FOR TRACT 14599, SAN BERNARDINO COUNTY**

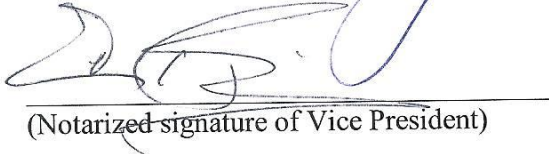
The undersigned, being the members of the Arrowhead Woods Architectural Committee, a California Corporation, appointed in writing by a majority of the record owners of lots numbered 1 to 6, inclusive, in Tract 14599, in the County of San Bernardino, do hereby certify that said record owners have executed a written instrument appointing the undersigned to execute and record a document on their behalf to extend the term of said Declaration of Restrictions recorded on December 28, 1978, as Doc. No. 1106 at Book 9589, Page 1883, and as amended by the Declaration of Restrictions recorded on January 19, 1993, as Doc. No. 93-019437.

Pursuant to Article IV(b) of said Declaration of Restrictions,

The covenants, conditions and restrictions herein contained shall run with said land and shall be binding and in force and effect until December 31, 2025, for the mutual benefit of all the lots and building sites in the Property.

The undersigned further certifies that the Arrowhead Woods Architectural Committee is the successor in interest to the Metropolitan Advertising Agency, Inc., and Laurie L. Riegelman, Trustee of the Robert A. Riegelman and Laurie L. Riegelman 1977 Trust and Stephen B. Shore and Trudy M. Shore, Trustees of the Stephen and Trudy Shore Family Trust. This Certification is made pursuant to the authority granted to the Arrowhead Woods Architectural Committee by the said record owners of the lots in Tract 14599.

  
(Notarized signature of President)

  
(Notarized signature of Vice President)

  
(Notarized signature of Secretary)

State of California )  
County of San Bernardino )

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

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

WITNESS my hand and official seal.

Signature Lillian Jackson (Seal)



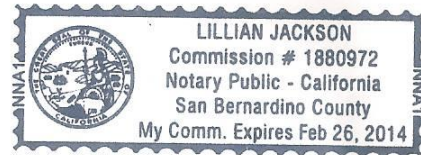
State of California )  
County of San Bernardino )

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

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

WITNESS my hand and official seal.

Signature Lillian Jackson (Seal)



State of California )  
County of San Bernardino )

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

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

WITNESS my hand and official seal.

Signature Lillian Jackson (Seal)

