

WHEN RELEASED MAIL TO:  
CHARLES DOKROW  
222 S. MOUNTAIN AVE  
SUITE 210  
VANALTA 91786

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81-026205  
RECORDED IN OFFICIAL RECORDS  
FEB 5 1981 AT 8 30 A.M.  
SAN BERNARDINO COUNTY, CALIF.

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

for

TRACT NO. 9785-1

This Declaration made by the undersigned, affecting Lots 1 to 48 inclusive, Tract No. 9785-1, situated in the County of San Bernardino, State of California, as per plat recorded in Book 152, pages 93, 94 and 95 of Maps, records of said County.

WITNESSETH:

WHEREAS ARROWHEAD EQUESTRIAN ESTATES, a California general partnership, (hereinafter referred to as "Declarant") is the owner of all of the tract.

NOW THEREFORE, in consideration of the premises and for the use and purposes herein set forth, the above Declarant does hereby declare that all conveyances of Lots or Parcels comprised in the above described real property, shall be made and accepted upon the following conditions, covenants and restrictions which shall apply to and bind the parties thereto, their heirs, successors and assigns, and are designed and intended for the mutual benefit of the owners of lots above described, such conditions, covenants and restrictions being as follows:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars, and buildings for the keeping of horses.
2. No noxious or offensive trade, business, industry or activity shall be carried on upon any lot within the tract, and no truck or commercial vehicle may be stored or parked on any premises not fully enclosed by a permanent building. There shall not be stored, kept, maintained or permitted to be upon any portion of said lots, not fully enclosed by a permanent building any broken down machinery or metal or material designated as "junk".
3. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat showing the location of the structure have been approved by the Arrowhead Woods Architectural Committee, as such shall be constituted from time to time, and by the Arrowhead Equestrian Estates Architectural Committee (herein "Committee") as to quality of work and material, harmony of

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FIRST AMERICAN TITLE INSURANCE CO.

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exterior design with existing structures and as to location with respect to topography and finish grade elevations. No primary residential building shall contain less than 2,000 square feet of interior floor space, including attached garage. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum set back line unless similarly approved.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map and over the rear 5 feet of each lot. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

5. The keeping of horses on each lot is permitted.

6. An Architectural Committee (the "Committee") is hereby created and the members thereof are:

C. Neil Sorensen  
Edmond Babayan  
Ronald Wylie

Upon the death, resignation or inability to serve of any of the foregoing, the member or members remaining shall fill such vacancy by appointment.

7. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

8. Each grantee of a lot in the tract agrees for himself, his heirs, assigns or successors in interest that he will permit free access by owners of adjacent or adjoining lots to slopes and or drainage ways located on his property which affect said adjacent or adjoining lots, when such access is essential for the maintenance of permanent stabilization on said slopes, or maintenance of the drainage facilities for the protection and use of property, other than the lot on which the slope or drainage way is located.

9. Each grantee of a lot in the tract agrees for himself and his assigns that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said tract, or that he will make adequate provisions for the proper drainage in the event it is necessary to change the established drainage over his lot. For the purposes hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of said tract, including the landscaping of each lot in said tract, was completed by the undersigned grantor.

10. These conditions, covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2007, at which time said covenants shall, insofar as such procedure shall be then lawful, be automatically extended for successive periods of 10 years, unless by a vote of the majority of the then recorded owners of the lots an agreement be recorded to change the said covenants in whole or in part.

11. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the conditions, covenants or restrictions herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such condition, covenant or restriction and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

12. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

13. Breach of any of the foregoing conditions, covenants and restrictions 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 realty or any party hereof, but said conditions, covenants and restrictions shall be binding upon and effective against any subsequent owner of said property or realty.

IN WITNESS WHEREOF, said Declarants have caused their

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names to be affixed hereto this 14th day of January, 1981.

ARROWHEAD EQUESTRIAN ESTATES,  
a California General Partnership  
By its General Partners:

  
Edmond G. Babayan

C. NEIL SORENSEN AND COMPANY,  
a California corporation



State of California, County of Los Angeles , ss.

On this 14th day of January , in the year 1981,  
before me, personally appeared Edmond G. Babayan , known to  
me to be one of the partners of the partnership that  
executed the within instrument, and acknowledged to me that  
he executed the same.



M. Jean Stolper

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State of California, County of Los Angeles , ss.

On this 14th day of January , in the year 1981,  
before me, personally appeared C. Neil Sorensen , known to  
me to be the president of the corporation that executed the  
within instrument, and acknowledged to me that said  
corporation executed the same.



M. Jean Stolper

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END OF DOCUMENT

Recording requested by, and  
when recorded return to:

F. Glenn Nichols  
MUNNS, KOFFORD, HOFFMAN,  
HUNT & THROCKMORTON  
225 S. Lake Avenue, Penthouse  
Pasadena, CA 91101

RECORDED IN OFFICIAL RECORDS  
FEB 18 1987 AT 8:00AM  
SAN BERNARDINO COUNTY, CALIF.

PLZ	REV	DEB	LAB
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UPA	PTB	TRP	CO

87-052152

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
REGARDING DRIVEWAY EASEMENTS

ARROWHEAD PACIFIC SAVINGS BANK ("Declarant") is the owner of that certain real property located in the County of San Bernardino, State of California, and more particularly described as Tract No. 9785-1, as recorded in Map Book 132, pages 93 through 95 of Maps, in the office of the County Recorder of said County, which is hereinafter referred to as the "dominant tenement" in connection with the reservation of easements by Declarant upon the conveyance of the hereinbelow described lots.

Declarant has improved the subject real property for residential purposes and hereby establishes a plan for the individual ownership and use of certain lots on said property, and the ownership and use of certain easements within said tract.

Now, therefore, it is hereby declared that the herein described lots shall be held, sold and conveyed subject to the following declaration as to division, easements, rights, covenants, servitudes, restrictions, limitations, conditions and uses to which said lots may be put, and that this declaration shall operate for the mutual benefit of the owners of the herein described lots within the subject tract, and shall constitute covenants running with the land, and shall be binding on and for the benefit of the Declarant, and their successors and assigns, and all subsequent owners of all or any of the subject lots, together with their grantees, successors, heirs, executives, administrators, devisees and assigns, for the benefit of the subject lots, and shall further be imposed upon the lots hereinbelow described as a servitude of certain other lots as hereinbelow described as the dominant tenements.

1. Definitions

The following definitions shall be applicable to this declaration:

1.1 "Declarant" means ARROWHEAD PACIFIC SAVINGS BANK, and its successors and assigns.

1.2 "Declaration" means this declaration of covenants, conditions and restrictions, together with any amendments, supplements or modifications hereto.

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1.3 "Deed of trust" shall mean and be synonymous with the term "mortgage", and the same may be used interchangeably with the same meaning; and likewise the word "trustor" shall be synonymous with the word "mortgagor", and the word "beneficiary" shall be synonymous with the word "mortgagee".

1.4 "Easement" means the individual easements as described hereinbelow which shall be created upon the conveyance of the lots by the Declarant, and which will be subject to the provisions of this declaration.

1.5 "Lot" means those individual lots which comprise portions of Tract No. 9785-1 as recorded in Map Book 132, pages 93 through 95 of maps in the office of the County Recorder of San Bernardino County, California, as described herein.

1.6 "Owner" means the record owner, whether one or more persons or entities, of a lot which is part of the subject tract, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. "Owner" shall also include a contract vendee under a Real Property Sales Contract, provided that such Real Property Sales Contract complies with the provisions of Sections 2985 through 2985.6 of the California Civil Code, or any similar successor legislation.

1.7 "Person" means and includes a natural person, a corporation, a partnership, an association, a firm or other entity as the case may be and as the context may require.

1.8 "Residence" means a residential structure or structures, including enclosed yard, patio areas and garages located on a lot.

## 2. Driveway Easements

There are hereby specifically granted and reserved, for the benefit of the Declarant and for each subsequent owner of the hereinbelow described lots in the subject tract easements appurtenant for driveway ingress and egress purposes as follows:

2.1 Upon the conveyance of Lot 43, Declarant shall grant to the grantee of Lot 43 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 6 and incorporated by reference herein which lies upon and over said Lot 43, which shall be the servient tenement.

2.2 Declarant shall further grant to the grantee of Lot 43, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 44 through 48, which shall be the servient tenements.

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which easement shall be described as set forth on Exhibit 6 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 1 which lies upon and over said Lot 43.

2.3 Upon the conveyance of Lot 44, Declarant shall grant to the grantee of Lot 44 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 6 and incorporated by reference herein which lies upon and over said Lot 44, which shall be the servient tenement.

2.4 Declarant shall further grant to the grantee of Lot 44, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 43, and 45 through 48, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 1 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 1 which lies upon and over said Lot 44.

2.5 Upon the conveyance of Lot 45, Declarant shall grant to the grantee of Lot 45 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 1 and incorporated by reference herein which lies upon and over said Lot 45, which shall be the servient tenement.

2.6 Declarant shall further grant to the grantee of Lot 45, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 43, 44, 46, 47 and 48, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 1 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 1 which lies upon and over said Lot 45.

2.7 Upon the conveyance of Lot 46 Declarant shall grant to the grantee of Lot 46 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 1 and incorporated by reference herein which lies upon and over said Lot 46, which shall be the servient tenement.

2.8 Declarant shall further grant to the grantee of Lot 46, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 43, 44, 45, 47 and 48, which shall be the servient tenements, which easement shall be described as set forth on

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Exhibit 1 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 1 which lies upon and over said Lot 46.

2.9 Upon the conveyance of Lot 47, Declarant shall grant to the grantee of Lot 47 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 1 and incorporated by reference herein which lies upon and over said Lot 47, which shall be the servient tenement.

2.10 Declarant shall further grant to the grantee of Lot 47, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 43 through 46 and 48, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 1 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 1 which lies upon and over said Lot 47.

2.11 Upon the conveyance of Lot 48, Declarant shall grant to the grantee of Lot 48 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 1 and incorporated by reference herein which lies upon and over said Lot 48, which shall be the servient tenement.

2.12 Declarant shall further grant to the grantee of Lot 48, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 43 through 47, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 1 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 1 which lies upon and over said Lot 48.

2.13 Upon the conveyance of Lot 18, Declarant shall grant to the grantee of Lot 18 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 2 and incorporated by reference herein which lies upon and over said Lot 18, which shall be the servient tenement.

2.14 Declarant shall further grant to the grantee of Lot 18, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 19, 20, 22, 23, 24, 30, 31, 32 and 33, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 2 attached and incorporated by reference



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herein, excepting that portion of the description set forth on said Exhibit 2 which lies upon and over said Lot 18.

2.15 Upon the conveyance of Lot 19, Declarant shall grant to the grantee of Lot 19 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 2 and incorporated by reference herein which lies upon and over said Lot 19, which shall be the servient tenement.

2.16 Declarant shall further grant to the grantee of Lot 19 which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 18, 20, 22, 23, 24, 30, 31, 32 and 33, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 2 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 2 which lies upon and over said Lot 19.

2.17 Upon the conveyance of Lot 20, Declarant shall grant to the grantee of Lot 20 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 2 and incorporated by reference herein which lies upon and over said Lot 20, which shall be the servient tenement.

2.18 Declarant shall further grant to the grantee of Lot 20, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 18, 19, 22, 23, 24, 30, 31, 32 and 33, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 2 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 2 which lies upon and over said Lot 20.

2.19 Upon the conveyance of Lot 22, Declarant shall grant to the grantee of Lot 22 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 2 and incorporated by reference herein which lies upon and over said Lot 22, which shall be the servient tenement.

2.20 Declarant shall further grant to the grantee of Lot 22, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 18, 19, 20, 23, 24, 30, 31, 32 and 33, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 2 attached and incorporated by reference herein, excepting that portion of the description set forth on

said Exhibit 2 which lies upon and over said Lot 22.

2.21 Upon the conveyance of Lot 23, Declarant shall grant to the grantee of Lot 23 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 2 and incorporated by reference herein which lies upon and over said Lot 23, which shall be the servient tenement.

2.22 Declarant shall further grant to the grantee of Lot 23, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 18, 19, 20, 22, 24, 30, 31, 32 and 33, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 2 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 2 which lies upon and over said Lot 23.

2.23 Upon the conveyance of Lot 24, Declarant shall grant to the grantee of Lot 24 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 2 and incorporated by reference herein which lies upon and over said Lot 24, which shall be the servient tenement.

2.24 Declarant shall further grant to the grantee of Lot 24, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 18, 19, 20, 22, 23, 30, 31, 32 and 33, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 2 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 2 which lies upon and over said Lot 24.

2.25 Upon the conveyance of Lot 30, Declarant shall grant to the grantee of Lot 30 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 2 and incorporated by reference herein which lies upon and over said Lot 30, which shall be the servient tenement.

2.26 Declarant shall further grant to the grantee of Lot 30, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 18, 19, 20, 22, 23, 24, 30, 31 and 33, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 2 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 2 which lies upon and over said Lot 30.

2.27 Upon the conveyance of Lot 31, Declarant shall grant to the grantee of Lot 31 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 2 and incorporated by reference herein which lies upon and over said Lot 31, which shall be the servient tenement.

2.28 Declarant shall further grant to the grantee of Lot 31, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 18, 19, 20, 22, 23, 24, 30, 32 and 33, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 2 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 2 which lies upon and over said Lot 31.

2.29 Upon the conveyance of Lot 32, Declarant shall grant to the grantee of Lot 32 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 2 and incorporated by reference herein which lies upon and over said Lot 32, which shall be the servient tenement.

2.30 Declarant shall further grant to the grantee of Lot 32, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 18, 19, 20, 22, 23, 24, 30, 31 and 33, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 2 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 2 which lies upon and over said Lot 32.

2.31 Upon the conveyance of Lot 33, Declarant shall grant to the grantee of Lot 33 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 2 and incorporated by reference herein which lies upon and over said Lot 33, which shall be the servient tenement.

2.32 Declarant shall further grant to the grantee of Lot 33, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 18, 19, 20, 22, 23, 24, 30, 31 and 32, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 2 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 2 which lies upon and over said Lot 33.

2.33 Upon the conveyance of Lot 8, Declarant shall grant

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to the grantee of Lot 8 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 3 and incorporated by reference herein which lies upon and over said Lot 8, which shall be the servient tenement.

2.34 Declarant shall further grant to the grantee of Lot 8, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 9, 10, 11, 12, 14 and 15, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 3 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 3 which lies upon and over said Lot 8.

2.35 Upon the conveyance of Lot 9, Declarant shall grant to the grantee of Lot 9 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 3 and incorporated by reference herein which lies upon and over said Lot 9, which shall be the servient tenement.

2.36 Declarant shall further grant to the grantee of Lot 9, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 8, 10, 11, 12, 14, and 15, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 3 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 3 which lies upon and over said Lot 9.

2.37 Upon the conveyance of Lot 10, Declarant shall grant to the grantee of Lot 10 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 3 and incorporated by reference herein which lies upon and over said Lot 10, which shall be the servient tenement.

2.38 Declarant shall further grant to the grantee of Lot 10, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 8, 9, 11, 12, 14 and 15, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 3 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 3 which lies upon and over said Lot 10.

2.39 Upon the conveyance of Lot 11, Declarant shall grant to the grantee of Lot 11 the fee title in and to said lot,

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reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 3 and incorporated by reference herein which lies upon and over said Lot 11, which shall be the servient tenement.

2.40 Declarant shall further grant to the grantee of Lot 11, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 8, 9, 10, 12, 14 and 15, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 3 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 3 which lies upon and over said Lot 11.

2.41 Upon the conveyance of Lot 12, Declarant shall grant to the grantee of Lot 12 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 3 and incorporated by reference herein which lies upon and over said Lot 12, which shall be the servient tenement.

2.42 Declarant shall further grant to the grantee of Lot 12, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 8, 9, 10, 11, 14 and 15, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 3 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 3 which lies upon and over said Lot 12.

2.43 Upon the conveyance of Lot 14, Declarant shall grant to the grantee of Lot 14 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 3 and incorporated by reference herein which lies upon and over said Lot 14, which shall be the servient tenement.

2.44 Declarant shall further grant to the grantee of Lot 14, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 8, 9, 10, 11, 12 and 15, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 3 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 3 which lies upon and over said Lot 14.

2.45 Upon the conveyance of Lot 15, Declarant shall grant to the grantee of Lot 15 the fee title in and to said lot, reserving unto Declarant as the owner of the dominant tenement

an easement appurtenant for driveway ingress and egress purposes, which easement shall be described as that portion of the legal description attached as Exhibit 3 and incorporated by reference herein which lies upon and over said Lot 15 which shall be the servient tenement.

2.46 Declarant shall further grant to the grantee of Lot 15, which shall be the dominant tenement, an easement appurtenant for driveway ingress and egress purposes upon and over Lots 8, 9, 10, 11, 12 and 14, which shall be the servient tenements, which easement shall be described as set forth on Exhibit 3 attached and incorporated by reference herein, excepting that portion of the description set forth on said Exhibit 3 which lies upon and over said Lot 15.

### 3. Improvement of Driveway Easements

3.1 Any owner of a lot in the subject tract shall have the right to improve the easement which benefits his lot as herein described, or any portion thereof, at any time by undertaking and completing grading and/or paving work thereon in accordance with the applicable laws of the County of San Bernardino or such other local governmental body as may have jurisdiction over the subject property at any time in the future. All such improvement work shall be done by licensed and bonded contractors, holding a valid contractor's license of the class and type required for such work under California law. In addition, no such improvement work shall be undertaken unless and until the contractor or the owner proceeding with the improvement work shall have obtained a Labor and Material Bond and a Performance Bond to insure completion of the improvements and to prevent the recording of mechanic's liens on any of the lots on which the work of improvement is done. In addition, the owner proceeding with the work of improvement shall provide in the construction contract that no payments shall be made under said contract until the contractor has provided the owner with valid and duly executed labor and material releases for all labor and material provided by laborers, material suppliers and subcontractors. In addition, the owner proceeding with the work of improvement shall provide in the construction contract that all payments to be made under the contract shall be made by joint check, payable to the prime contractor and any subcontractors, material men, laborers or union trust funds, as the case may be.

3.2 The finish grade of any such grading and/or paving work shall be 16 feet in width and shall run symmetrically down the center line of the subject easement, unless the applicable laws of the local governmental body require otherwise.

3.3 The cost of undertaking, completing and thereafter maintaining the improvements on the subject easements shall be borne equally by the owners of the lots benefited by such improvements, subject to the provisions of paragraph 3.5 below.

3.4 The owner or owners intending to proceed with improvement or maintenance work on the driveway easement benefiting their lots shall give written notice of said intention to all other owners whose lots will be benefited by said improvement or maintenance work, by registered or certified mail, return receipt requested, addressed to each of said owners not less than thirty (30) days before proceeding with said work. Said written notice shall notify the owners that the owners giving notice intend to proceed with the work, and the nature, scope and estimated costs of the work shall be stated. The notice shall also state that the owners receiving the notice may be personally obligated to pay their proportionate share of the cost of improvement, and that non-payment of said proportionate share may result in the attachment of a lien against the defaulting owner's lot in accordance with the provisions of these Covenants, Conditions & Restrictions. Said notice shall also state the time and place at which the owners receiving said notice may meet with the owners giving said notice for the purpose of discussing the nature, scope and costs of the proposed work, which meeting shall not be less than fifteen (15) days before commencement of the work.

3.5 At said meeting, each attending owner shall have the opportunity to be heard regarding the proposed work. All of the owners in attendance shall then vote regarding whether or not they wish to participate in the completion of and payment for the proposed work. Those owners who vote in favor of proceeding shall have the right to proceed as hereinabove described, and shall advance the costs of undertaking and completing the work. Those owners who vote against proceeding, those owners who do not attend the meeting, and those owners who acquire title to their lots subsequent to the meeting, shall not be required to advance the costs of undertaking and completing the work; provided, however, that the rights of said owners to use any portion of said improvements, or to otherwise use the easement benefiting their lot for any purpose, shall be suspended until such time as each such owner pays his proportionate share of the cost of undertaking and completing the improvements which would have been his obligation if he had voted in favor of proceeding, plus interest at the rate of twelve percent (12%) per annum from the date the vote was taken, or the highest rate permitted by law, whichever is less. Under no circumstances shall the Declarant be liable for any of the costs generated in connection with the undertaking and completion of said improvements, or the maintenance thereof.

#### 4. Lien for Driveway Easement Improvements

4.1 Each owner of a lot in the subject tract which is benefited by the improvement of any driveway easement as described herein, or the maintenance thereof, and who votes to proceed with the work or subsequently agrees to pay his proportionate share as described above, shall have a personal

obligation to pay his proportionate share of the costs generated in connection with said improvements or maintenance. In addition, said costs are also hereby established as charges upon the lot to which they relate, and shall be a lien thereon, which shall attach immediately upon commencement of the work of improvement.

4.2 Each owner shall pay all costs which become his personal obligation or a lien against his lot as described herein within thirty (30) days after written notification that they are due. If such costs are not paid within said thirty (30) days, they shall be delinquent and the owner or the owners who have incurred said costs on behalf of the delinquent owner may charge said delinquent owner interest from and after the due date at the rate of 12% per annum, or the highest rate permitted by law, whichever is less, and collection and lien enforcement costs, including reasonable attorneys fees.

4.3 The owner or owners who have incurred the improvement or maintenance costs hereinabove described are hereby vested with the right and power to bring any and all actions against any delinquent owner for the collection of delinquent improvement or maintenance costs, and to enforce the herein described lien, by any and all methods available for the enforcement of contractual obligations or liens including, without limitation, the right to bring a personal action against the owner on such debt, the right to foreclose such lien by any method provided by law for foreclosure of a mortgage, and the right to sell said delinquent owner's interest in his lot by private power of sale. A sale of an owner's interest by private power of sale shall be conducted in the same manner provided in California Civil Code Sections 2924 et. seq. (or any similar statutory provisions that may hereafter exist) for the foreclosure by power of sale of mortgages or trust deeds. Such provisions shall be applied and adapted to the foreclosure of the lien by power of sale to the fullest extent reasonably possible and consistent in view of the differences between the lien and mortgages generally. (For example, "trustor" as used in the statute would refer to the delinquent "owner", and "beneficiary" would refer to the foreclosing owner or owners.) Said foreclosing owner or owners shall have the power to bid in their own names on the property sold, and to hold, lease, mortgage and convey the same for their benefit. All rights and remedies granted to said foreclosing owners hereunder shall be cumulative, and the exercise of one or more rights or remedies shall not constitute a waiver or election preventing the use other rights or remedies. The foreclosing owners shall be entitled to collect from a defaulting owner all costs and attorneys fees incurred in connection with pursuing the collection of said delinquent costs and/or the enforcement of said lien.

4.4 During any period in which an owner's obligation, in the form of the personal obligation or hereinabove described lien, shall be in default, said delinquent owner's right to use



any portion of the driveway easement benefiting his lot for any purpose whatsoever shall be suspended. Such suspension shall not take effect unless the delinquent owner is notified in writing of the suspension and the reasons therefor at least fifteen (15) days prior to the effective date of the suspension. If said delinquent owner makes a written request within five (5) days after receipt of said notice, a hearing on said suspension shall be held before the owner or owners incurring the costs. Said hearing shall be held at least five (5) days before the effective of the suspension, and the delinquent owner may appear and defend himself against the matters resulting in the notice of suspension. The owners incurring the costs shall then have the right, by majority vote, to decide whether and under what conditions the suspension shall or shall not become effective.

5. Amendment

5.1 This declaration may be amended by the written approval of at least 75% of the total voting power of the owners of lots within the tract, whose lots are subject to the easements described herein, and at least a majority of the owners other than the Declarant, each lot having one vote. Any such amendment shall become effective upon recordation in the office of the County Recorder of San Bernardino County of a written instrument setting forth such amendment, signed and acknowledged by a majority of the owners of the affected lots in the tract, who shall certify in said written instrument that at least 75% of the total voting power of said owners, and at least a majority of the said owners other than the Declarant, have given their written approval of such amendment; provided, however, that no material amendment shall become effective unless written approval of such amendment is obtained from at least 75% of all first mortgagees of said lots within the tract.

6. Notice of Transfer

6.1 Upon the proposed lease, sale or other transfer of a lot, and prior to the consummation of the transfer, the owner who proposes to transfer the lot shall promptly notify the other owners of lots which are either benefited by an easement over the transferring owner's lot or are burdened by an easement appurtenant to the transferring owner's lot, in writing of the name and address of the transferee, the nature of the transfer and the lot number involved, as well as such other information relative to the transfer and the transferee as the other affected owners as hereinabove described may reasonably request. An executed copy of the instrument of transfer shall be transmitted to said affected owners including, but not limited to, transfers occurring by reason of sale, lease, gift, devise or inheritance. The provisions of this paragraph shall not apply to Declarant in connection with the initial transfer by Declarant of the lots.

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**7. Term of Restrictions**

7.1 This declaration shall remain in full force and effect for a period of forty (40) years from the date it is recorded. Thereafter, it shall be deemed to have been renewed for successive terms of ten (10) years each, unless revoked by an instrument in writing, executed and acknowledged by the owners of a majority of the affected lots within the tract, and recorded in the office of the County Recorder of San Bernardino County, California, within ninety (90) days prior to the expiration of the initial effective period hereof or any ten (10) year extension.

**8. Notices**

8.1 Any notice required to be sent to any owner under the provisions of this declaration shall be deemed to have been received when mailed by registered or certified mail, return receipt requested, with proper postage prepaid to the last known address of the owner's principal place of residence, or if such principal place of residence is not known to the address of the lot owned by said person in the tract; or in the case of hand delivery, upon delivery to such last known principal residential address or lot address.

**9. Mortgagees Protection**

9.1 No breach of this declaration shall defeat or render invalid the lien of any first mortgage or first deed of trust made in good faith and for value. However, each and all of the provisions hereof shall be binding upon and effective against any owner whose title to a lot is acquired by or through trustee sale or foreclosure of a first mortgage or a first deed of trust, except that said person who acquires title in such manner shall take title free of the improvement and maintenance liens that have accrued up to the time of the trustee sale or foreclosure, but subject to all such liens that shall accrue subsequent thereto.

9.2 A first mortgagee of any lot in the tract, upon written request, shall be notified in writing by the owner or owners proceeding with improvements or maintenance work of any default in the performance by any other owner of any obligation under this declaration which is not cured within sixty (60) days.

**10. Miscellaneous**

10.1 After the date on which this declaration has been recorded, these covenants, conditions, servitudes, rights, reservations, limitations, liens, charges and restrictions may be enforced by any and all of the available legal and equitable

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remedies, including but not limited to, injunction and declaratory relief by the improving owners as described herein, who shall have the right to enforce the same. Failure to enforce any provision hereof shall not constitute a waiver of the right to subsequently enforce said provision or any other provision hereof.

10.2 In the event any dispute arises regarding the terms and provisions of this declaration, or the implementation, enforcement or interpretation thereof, said dispute shall be submitted for decision by arbitration before the American Arbitration Association, or a similar arbitration tribunal in the event the American Arbitration Association ceases to exist, in accordance with the rules and regulations of said Arbitration Association or tribunal then in effect.

10.3 The provisions of this declaration shall be liberally construed to effectuate its purpose of creating a plan for the improvement and maintenance of the herein described driveway easements. The various headings used herein are for convenience only, and shall not affect meaning or interpretation.

10.4 The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provisions hereof.

10.5 Each owner hereby waives to the fullest extent permitted by law, with respect only to the liens and personal obligations created pursuant to this declaration, the benefit of any homestead, homestead exemption or other exemptions or redemption laws of the State of California in effect at any time, and such owner shall be deemed to be estopped to raise said homestead, homestead exemption or other exemption or redemption in any action or proceeding to enforce said personal obligations or foreclose such liens.

10.6 The respective owners of the lots which are the subject matter of these covenants, conditions and restrictions shall indemnify and hold harmless the Declarant from and against any and all liability of any nature whatsoever arising out of or in connection with the existence, improvement, maintenance or use of the herein described driveway easements by any person or persons. In addition, each owner of a dominant tenement lot shall indemnify and hold harmless the owners of the servient tenement lots from and against any and all liability of any nature whatsoever arising out of or in connection with the use of the herein described driveway easements by any person or persons, excepting the owner of the dominant tenement and his immediate family, with the knowledge and consent of said dominant tenement owner; provided, however, that said indemnification shall not apply in the event of a servient tenement owner's gross negligence or willful or

87-052152

intentional conduct causing injury to persons or property.  
IN WITNESS WHEREOF, the undersigned have executed this instrument as of this 13TH day of FEBRUARY, 1987.

Dated: FEBRUARY 13, 1987

ARBONHEAD PACIFIC SAVINGS BANK

Amalín S. Casillas  
AMALÍN S. CASILLAS, VICE PRESIDENT

State of California )  
County of San Bernardino )

On this the 13TH day of FEBRUARY, 19 87, before me, ELIZABETH ZAVALA, the undersigned Notary Public, personally appeared AMALÍN S. CASILLAS, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as VICE PRESIDENT or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Elizabeth Zavala  
Notary's Signature

(seal)



87-052152

A strip of land, 20.00 feet wide, over a portion of Lots 43, 44, 45, 46, 47, and 48. Tract No. 9785-1, as recorded in Map Book 132, pages 93 through 95, Records of San Bernardino County, California, described as follows:

The southerly 20.00 feet of Lots 43, 44, 45, 46, 47, and 48 as measured at right angles to and parallel to the southerly line of said lots.

Together with the southeasterly 20.00 feet of Lot 43 as measured at right angles to and parallel to the southeasterly line of said Lot 43. The side line of said 20.00 foot strip to be lengthened or shortened to terminate at the westerly line of said Lot 48 and the northeasterly line of said Lot 43.

SCALE: 1" = 100'

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A strip of land, 20.00 feet wide, over a portion of Lots 18, 19, 20, 22, 23, 31, 32 and 33. Tract 9785-1, as recorded in Map Book 132, pages 93 through 95, records of San Bernardino County, California, described as follows:

The northeasterly 10.00 feet of Lot 18, the northeasterly 10.00 feet of Lot 19, the northeasterly 10.00 feet of Lot 20, the northeasterly 10.00 feet of Lot 22, the southwesterly 10.00 feet of Lot 23, the northwesterly 10.00 feet of Lot 23, the southwesterly 10.00 feet of Lot 31, the southwesterly 10.00 feet of Lot 32 and the southwesterly 10.00 feet of Lot 33 as measured at right angles to and parallel with their respective lot lines. The side lines of said 20.00 foot strip to be lengthened or shortened to terminate at the northeasterly line of said Lots 18, and 19, the southwesterly line of said Lots 22 and 23, and the northeasterly line of said Lots 23 and 31.

EXHIBIT 2

RECORDED'S NOTE:  
POOR RECORD IS DUE TO  
QUALITY OF ORIGINAL DOCUMENT.

87-052152

A strip of land, 20.00 feet wide, over a portion of Lots 9, 10, 11, 12, and 14, Tract 9789-1, as recorded in Map Book 132, pages 93 through 95, Records of San Bernardino County, California, described as follows:

The northwesterly 10.00 feet of Lot 9, the southerly 10.00 feet of Lot 9, the northerly 10.00 feet of Lot 10, the northerly 10.00 feet of Lot 12, the southerly 10.00 feet of Lot 14 and the easterly 10.00 feet of Lot 14 as measured at right angles to and parallel with their respective lot lines.

The side lines of said 20.00 foot strip to be lengthened or shortened to terminate at the westerly line of Lots 12 and 14, the northeasterly line of Lots 9 and 14 and the easterly line of Lots 9 and 10.

DOUBLY

3

RECORDED'S MENO;  
POOR RECORD IS DUE TO  
QUALITY OF ORIGINAL DOCUMENT.

87-065778

RECORDING REQUESTED BY AND )  
When Recorded Mail To: )

John J. Murphy, Esq.  
Stradling, Yocca, Carlson  
& Rauth  
660 Newport Center Drive  
Suite 1600  
Newport Beach, CA 92660

RECORDED IN  
OFFICIAL RECORDS  
FEB 27 PM 3:25  
SAN BERNARDINO  
CO., CALIF.

9	SVY	CC	REF

[Space Above Provided For Recorder]

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
REGARDING DRIVEWAY EASEMENTS

Arrowhead Pacific Savings Bank ("Declarant") is the owner of that certain real property located in the County of San Bernardino, State of California, more particularly described as Tract "A", 9785-1, as recorded in Map Book 132, Pages 91 through 95 of Maps, in the Office of the County Recorder of said county.

Declarant recorded in the Official Records of San Bernardino County, California on February 18, 1987, as Instrument No. 87-052152, a Declaration of Covenants, Conditions and Restrictions Regarding Driveway Easements (the "Declaration") imposing and establishing a plan for individual ownership and use of certain lots of said property and the ownership and use of certain easements within said property. Unless otherwise defined herein, all capitalized terms used herein shall have the meaning set forth in the Declaration.

Declarant now wishes to amend and modify the terms of the Declaration. Declarant is the owner of all of the Lots within said Tract 9785-1.

Therefore, in accordance with Section 5.1 of the Declaration, Declarant hereby amends the Declaration by the addition of the following:

"Section 11. Enforcement By The County Of San Bernardino. The covenants, conditions, restrictions and easements of this Declaration shall run to the County of San Bernardino ("County"). There is hereby granted and reserved to the County, the



87-065778

right, exercisable in its sole discretion, to enforce any and all of the terms and conditions of the Declaration including, but not limited to, the driveway Easements specified in Section 2. The County shall be under no duty or obligation to repair, maintain, restore or inspect any Easement, nor shall this right of enforcement be deemed to constitute acceptance of any Easement as a public roadway or public property. The County shall be entitled to use such Easements for access to any Residence constructed on a Lot served by such Easement for emergency or other service vehicles without any liability to any Owner of a Lot burdened by such Easement.

The County shall have the right to bring an action for injunctive relief to enforce any and all provisions of this Declaration and to pursue any other legal and equitable remedies with the same effect as if the County were an Owner under the terms of the Declaration.

The County's right to enforce the terms of this Declaration shall cease upon the sale to the general public of all Lots in said Tract 9785-1 upon which an Easement is located and/or to which an Easement provides access."

In all other respects, the terms of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 27th day of February, 1987.

Dated: 2-27-87

ARROWHEAD PACIFIC SAVINGS BANK

By Amelin S. Caillan  
Amelin S. Caillan  
Vice President

Through the courtesy of  
**Fidelity National Title**  
FIDELITY NATIONAL TITLE

STATE OF CALIFORNIA )  
County of SAN BERNARDINO ) ss.

(Corporation Acknowledgment)

On this 27TH day of FEBRUARY, in the year 1987, before me, 87-065728,  
a Notary Public in and for said County and State, personally appeared  
ANATLIE S CASILLAS

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who  
executed the within instrument as VICE PRESIDENT  
or on behalf of the corporation therein named, and acknowledged to me that such corporation executed it.

WITNESS my hand and official seal.

Linda Agredo  
Notary Public in and for said County and State.



(Notary Seal)

CD-17

RECORDING REQUESTED BY AND  
When Recorded Mail To:

John J. Murphy, Esq.  
Stradling, Yocca, Carlson  
& Rauth  
660 Newport Center Drive  
Suite 1600  
Newport Beach, CA 92660

87-065951

RECORDED IN  
OFFICIAL RECORDS

FEB 27 PM 3 54

SAN BERNARDINO  
CO., CALIF.

PRE	REV	COE	REV
7			G
USA	PRE	REV	COE

[Space Above Provided For Recorder]

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
REGARDING DRIVEWAY EASEMENTS

Arrowhead Pacific Savings Bank ("Declarant") is the owner of that certain real property located in the County of San Bernardino, State of California, more particularly described as Tract No. 9785-1, as recorded in Map Book 132, Pages 93 through 95 of Maps, in the Office of the County Recorder of said county.

Declarant recorded in the Official Records of San Bernardino County, California on February 18, 1987, as Instrument No. 87-052152, a Declaration of Covenants, Conditions and Restrictions Regarding Driveway Easements (the "Declaration") imposing and establishing a plan for individual ownership and use of certain lots of said property and the ownership and use of certain easements within said property. Unless otherwise defined herein, all capitalized terms used herein shall have the meaning set forth in the Declaration.

Declarant now wishes to amend and modify the terms of the Declaration. Declarant is the owner of all of the Lots within said Tract 9785-1.

Therefore, in accordance with Section 5.1 of the Declaration, Declarant hereby amends the Declaration by the addition of the following:

"Section 11. Enforcement By The County Of San Bernardino. The covenants, conditions, restrictions and easements of this Declaration shall run to the County of San Bernardino ("County"). There is hereby granted and reserved to the County, the

87-065951

right, exercisable in its sole discretion, to enforce any and all of the terms and conditions of the Declaration including, but not limited to, the driveway Easements specified in Section 2. The County shall be under no duty or obligation to repair, maintain, restore or inspect any Easement, nor shall this right of enforcement be deemed to constitute acceptance of any Easement as a public roadway or public property. The County shall be entitled to use such Easements for access to any Residence constructed on a Lot served by such Easement for emergency or other service vehicles without any liability to any Owner of a Lot burdened by such Easement.

The County shall have the right to bring an action for injunctive relief to enforce any and all provisions of this Declaration, with respect to the easement, and to pursue any other legal and equitable remedies with the same effect as if the County were an Owner under the terms of the Declaration.

The County's right to enforce the terms of this Declaration shall cease upon the sale to the general public of all Lots in said Tract 9785-1 upon which an Easement is located and/or to which an Easement provides access."

In all other respects, the terms of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 27th day of February, 1987.

Dated: February 27, 1987

ARROWHEAD PACIFIC SAVINGS BANK,  
a California Corporation  
*Justin S. Castles*  
Justin S. Castles  
Vice President

87-065951  
(Corporation Acknowledgment)

Through the courtesy of -  
**Fidelity National Title**  
AN EQUITY COMPANY

STATE OF CALIFORNIA )  
County of SAN BERNARDINO )

On this 27th day of FEBRUARY, in the year 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JUSTIN S. CASTLES personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as VICE PRESIDENT or on behalf of the corporation therein named, and acknowledged to me that such corporation executed it.

WITNESS my hand and official seal.

*Justin S. Castles*  
Notary Public in and for said County and State.



CO-17

(Notary Seal)



Voni

PLEASE RECORD AND MAIL TO:

ARROWHEAD PACIFIC SAVINGS BANK  
A CALIFORNIA CORPORATION  
604 WEST 4TH STREET  
SAN BERNARDINO, CA. 92402

AMENDMENT OF CONDITIONS AND COVENANTS AND RESTRICTIONS  
FOR  
TRACT 9785-1

THIS AMENDMENT MADE BY THE UNDERSIGNED, AFFECTING LOTS 1-48 INCLUSIVE TRACT NO. 9785-1 SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER BOOK 152, PAGES 93, 94, AND 95 OF MAPS RECORDS OF SAID COUNTY.

ARROWHEAD PACIFIC SAVINGS BANK ("DECLARANT") IS THE MAJORITY OWNER OF THOSE LOTS WITHIN SAID TRACT AND HEREBY AMENDS THOSE CONDITIONS, COVENANTS AND RESTRICTIONS RECORDED FEBRUARY 5, 1981 (81-026205) AS FOLLOWS:



THE ARROWHEAD EQUESTRIAN ESTATES ARCHITECTURAL COMMITTEE WILL CEASE TO FUNCTION AND APPROVAL FOR FUTURE CONSTRUCTION, ETC. WILL BE PLACED SOLELY WITH THE ARROWHEAD WOODS ARCHITECTURAL COMMITTEE.



IN WITNESS WHEREOF, SAID DECLARANTS HAVE CAUSED THEIR NAMES TO BE AFFIXED HERETO THIS 17TH DAY OF JUNE 1987.

ARROWHEAD PACIFIC SAVINGS BANK,  
A CALIFORNIA CORPORATION  
BY: Christine Richardson  
CHRISTINE RICHARDSON  
SENIOR VICE PRESIDENT

BY: Amatlin S Casillas  
AMATLIN S CASILLAS  
VICE PRESIDENT

Through the courtesy of -  
**Fidelity National Title**  
INSURANCE COMPANY

STATE OF CALIFORNIA )  
 ) ss. (Corporation Acknowledgment)  
County of SAN BERNARDINO )

On this 29TH day of JUNE, in the year 19 87, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CHRISTINE RICHARDSON AND LEE HENDERSON personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as SR VICE PRESIDENT AND VICE PRESIDENT or on behalf of the corporation therein named, and acknowledged to me that such corporation executed it.

WITNESS my hand and official seal.

Elizabeth Zavala  
Notary Public in and for said County and State.

