

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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WHEN RECORDED MAIL TO:

CASTLE GLEN  
P.O. BOX 2828  
BIG BEAR LAKE, CA 92315

1 FEE	10	6 CHRG	01
2 MSYS	7	7 GIMS	
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OFFICIAL RECORDS

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SAN BERNARDINO  
COUNTY, CALIF.

91-332688

DECLARATION OF RESTRICTIONS

91-368438

FOR

TRACT NO. 12488-2

(EAGLE MOUNTAIN ESTATES)

81817-38C  
This Declaration made as of September 1, 1991 by the undersigned, affecting lots 1-124, Tract NO. 12488-2 situated in the County of San Bernardino, State of California, as per Final Subdivision recorded in Book <sup>243</sup>211 of Maps, pages <sup>83-92</sup>45-48, records of said San Bernardino County (the "Subdivision").

WHEREAS:

This Declaration is made for the benefit of the owners of the lots within the subdivision, to assure that the construction of homes therein proceeds in a manner that is aesthetically compatible with the natural setting of the subdivision, that protects the environment and is in harmony with the design of existing structures.

WHEREAS:

Castle Glen, a California General Partnership is the owner of all of the lots within the Subdivision, said party hereinafter being referred to as Declarant.

\*\*THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION AND THE SQUARE FOOTAGE IN PARAGRAPH 4 PAGE 4.\*\*

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

1. No lot in the Subdivision shall be used for any purpose other than for the construction and maintenance of a single family residence. No building shall be erected, placed, altered, or permitted to remain on any lot within said Subdivision other than a residential dwelling which shall not exceed two and one half (2 1/2) stories in height with private garages for not less than two nor more than four cars. Not more than one single family dwelling and garage space for no more than four cars shall be permitted on any individual lot. All vehicles and trailers must be stored within a fully enclosed building.
2. No trade, business, or industry shall be conducted upon any lot within the Subdivision, and no truck or commercial vehicle may be parked or stored, except where such storage or parking is done within a fully enclosed, permanent building. There shall not be stored, kept, maintained or permitted to be present upon any portion of any lot in said Subdivision, except in a fully enclosed permanent building, any inoperable vehicles, metal, or other materials which may reasonably be described as "junk", or which may reasonably be deemed to constitute a visual or other kind of nuisance. No material of any type, including pine needles and grass clippings, shall be deposited within any portion of a drainage channel, culvert or any other part of the storm drain system which is located within the Subdivision.
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 proposed structure have been approved by the Architectural Control Committee as to quality of design and

materials, harmony of exterior design with existing structures, and as to location with respect to topography and finished grade elevations. The location of all living trees over ten inches in diameter, which must necessarily be removed in order to permit construction, shall also be shown on the plat. Exterior colors used in the initial construction, and subsequent redecorations, must be approved by the Architectural Control Committee. No fence or wall shall be erected, placed or altered on any lot unless first submitted to the Architectural Control Committee and approved as provided in Paragraph 8 below. No fence in the front setback area, shall be more than 3 feet high on any Lot in said Subdivision, and then such fence shall be approved by the Architectural Control Committee. (No chain link in front, only green/brown is permitted). Any work approved by the Architectural Control Committee shall be prosecuted diligently and continuously from the commencement thereof, and must be fully completed with the surrounding premises rendered "broom-clean" no later than one (1) year from the commencement thereof, unless the committee authorizes a longer period in writing. Excepting only those trees which must be removed for purposes of construction, no living tree on any lot in the Subdivision shall be removed unless designated by a licensed Forester as diseased, or unless approved for removal by the Architectural Control Committee for reasons of health and safety. So far as is reasonable and practical, the native plants and flower that exist on each lot shall be preserved by its owner. Eagle perch trees, if designated on the Tract Map, within residential lot boundaries, shall be preserved, and building set-back lines from such trees shall be strictly complied with. Should a perch tree be removed from any lot, it shall be replaced with two trees. Parking pads and driveways shall be situated so as to be in the most remote location from perch trees.

All visually significant rock outcroppings within lot boundaries shall be preserved and building set back lines from such outcroppings shall be complied strictly with.

4. The habitable floor area of any dwelling unit erected shall be not less than <sup>1,800</sup>~~1,200~~ square feet for a one story building, or <sup>1,200</sup>~~1,800~~ square feet for a two story building. The garage shall be constructed concurrently with the construction of any dwelling. The minimum garage area shall be 400 square feet. The minimum living area and the minimum garage area as required herein shall be determined exclusive of open porches, patios or breezeways.
5. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back line shown on the recorded Subdivision map. In any event, no building shall be located on any lot nearer than 15 feet to the front lot line or nearer than 15 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No building shall be located on any interior lot nearer than 15 feet to the rear lot line. No structure of a temporary nature, trailer, basement, tent, garage or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.
6. In the event of any conflict between this Declaration and any State, Local or Municipal law, ordinance, or regulation (collectively the "Law") the law shall control.
7. Easements for installation and maintenance of utilities and for other public purposes are reserved as shown on the Subdivision map. Within the easement areas, no structures, permanent plantings or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities or facilities located within said easements.
8. An Architectural Control Committee is hereby established and the members thereof are:

James Romans

Brian Weber

Irma Hartwell

In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authorization to approve or disapprove the plans and specifications, design and location, and other aspects of any submission made to the Architectural Control Committee, or to designate another representative with like authority. In the event said committee or designated representative fails to approve or disapprove a submission within 30 days after it has been properly transmitted to the Committee or its designated representative, then said submission shall be deemed to have been approved. Any legal action to enjoin or prevent the construction of any structure on the basis of formal disapproval or failure to obtain the approval of the Architectural Committee must be legally initiated within 30 days of the commencement of construction, or said construction shall not be deemed to be in violation of the provisions set forth in Paragraph 3. Neither the members of the Architectural Control Committee, nor its designated representative shall be entitled to compensation for services performed pursuant to this Declaration. The powers and duties of the Architectural Control Committee or its designated representative shall cease upon completion of construction on all lots in the Subdivision, or on the last day of August 2009, whichever occurs earlier. .

9. No mining, quarrying, drilling or other subterranean operations shall be permitted upon or in any lot, nor shall any derrick or other structure or equipment designed for such operations ever be erected, maintained, or permitted on any lot.
10. No change in grade or other action which materially alters the established drainage pattern shall be permitted, unless such change or action is made in conformance with a professionally engineered plan which assures that other lots in the Subdivision will not be adversely affected by such a grade change or other action. "Established drainage pattern" as used herein is defined as the drainage pattern which prevailed at the time the finish grading of the Subdivision, including any landscaping by the Declarant, was completed.

11. No livestock, poultry, or fur-bearing animals other than household pets shall be raised or kept on any lot in said Subdivision.
12. No signs of any type shall be erected or displayed upon or about any lot within said tract, except:
  - A) Professionally lettered single-faced "For Sale" or "For Rent" signs, or
  - B) "Owner" name signs

Said signs shall not have a surface area of not more than 4 square feet each.

13. This Declaration of Restrictions shall be binding on all parties having an ownership or possessory interest in the lots within the Subdivision until August 31, 2019 at which time this Declaration shall terminate and be of no further force or effect. This Declaration can be amended or modified pursuant to a vote of a majority of the fee simple owners of lots within the Subdivision. Any such amendment or modification shall be evidenced by a written document which shall be recorded in the official records of San Bernardino County.
14. Should any violation or attempted violation of this Declaration occur, any fee owner of a lot within the Subdivision shall have the right to bring an action at law or in equity against such person or persons violating or attempting to violate any provisions of this Declaration.
15. Should any provision of this Declaration be declared unlawful or unenforceable by a court of law having competent jurisdiction, the balance of the provisions shall not be affected thereby and shall remain in full force and effect.

16. Any breach of any of the foregoing 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 part thereof, but said covenants and conditions shall be binding upon and effective against any subsequent owner of said property or realty.

IN WITNESS WHEREOF, said Declarant has caused the execution hereof.

DECLARANT:

CASTLE GLEN,  
a California General Partnership

BY: *John R. Ricks*  
John R. Ricks, Managing Partner

BY: *Brian J. Weber*  
Brian J. Weber, Managing Partner

STATE OF CALIFORNIA, }  
COUNTY OF SAN BERNARDINO } ss.  
On 8/29/1991 before me, DONALD EUGENE SELLERS  
personally appeared JOHN R. RICKS AND BRIAN  
J. Weber personally known to me (or proved  
to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~ are subscribed to the within  
instrument and acknowledged to me ~~that he/she~~ they executed the same in his/her/their authorized capacity(ies).  
and that by ~~his/her~~ their signature(s) on the instrument the person(s) or the entity upon behalf of which the  
person(s) acted, executed the instrument

WITNESS my hand and official seal  
Signature *Donald Eugene Sellers*



(This area for official notarial seal)

We, the Declarants hereby authorize the re-recording of this document to correct typographical errors on page 4 of this document, and to correct the legal description.

DECLARANT

CASTLE GLEN,  
A California General Partnership

By: *John R. Ricks*  
John R. Ricks, Managing Partner

By: *Brian J. Weber*  
Brian J. Weber, Managing Partner

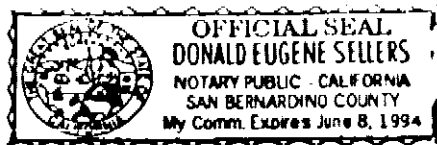
STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO } ss

On 9/20/91 before me DONALD EUGENE SELLERS  
personally appeared JOHN R. RICKS and  
BRIAN J. WEBER personally known to me (or proved

to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~have~~ they executed the same in ~~their~~ their authorized capacity(ies) and that by ~~their~~ their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Signature *Donald Eugene Sellers*



(This area for official notarial seal)

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

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OFFICIAL RECORDS  
91 SEP 25 PM 12:01  
SAN BERNARDINO  
COUNTY, CALIF.