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BOOK 6892 PAGE 323
RECORDED AT REQUEST OF
Title Insurance and Trust Company
SEP 20 1967 at 8 A.M.

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OFFICIAL RECORDS
San Bernardino County, Calif.
Ed Carpenter
Recorder

DECLARATION OF ESTABLISHMENT
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AFFECTING - WHISPERING FOREST SUBDIVISION

(Tract No. 7826, recorded in Book 100, Pages
3 to 7 of Official Records, in the office
of the County Recorder, San Bernardino County,
California.)

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, WHISPERING FOREST DEVELOPMENT CO., a partnership
under the Uniform Partnership Act of the State of California,
is the owner of real property, in the county of San Bernardino,
state of California, described as Lots 1 through 132, Tract
No. 7826, as per map recorded in book 100, page(s) 3 to 7
in the office of the County Recorder of said County: and

WHEREAS, it is the desire and intention of WHISPERING FOREST
DEVELOPMENT CO. to sell the above described property and to im-
pose on it mutual, beneficial restrictions under a general plan
or scheme of improvements for the benefit of all the lots in said
tract and the future owners of said lots:

NOW, THEREFORE, WHISPERING FOREST DEVELOPMENT CO., hereby
certifies and declares that all of the property described above
is held and shall be held, conveyed, hypothecated or encumbered,
leased, rented, used, occupied and improved subject to the follow-
ing provisions, limitations, conditions, restrictions, covenants,
easements and reservations, all of which are declared and agreed
to be in furtherance of a plan for the subdivision, improvement
and sale of the said lots in said tract and are established and
agreed upon for the purpose of enhancing and protecting the value,
desirability and attractiveness of the above described property
and every part thereof.

All of the herein provisions, limitations, restrictions,
covenants, easements and reservations shall be binding on all
parties and all parties claiming under them until January 1, 1982
after which time said provisions, limitations, restrictions,
covenants, easements and reservations shall be automatically
extended for successive periods of 15 years unless an instrument
signed by a majority of the then owners of the lots has been
recorded agreeing to change said provisions, limitations, restric-
tions, covenants, easements and reservations in whole or in part.

1. All lots in said tract shall be known and described as
residential lots and shall never be used for purposes of trade
or business, provided, however, that nothing herein contained shall

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be deemed to prevent any professional person maintaining a residence on said premises from receiving and treating patients at such residence; nor shall anything herein contained prevent the erection and maintenance of a garage or other out building customarily used in connection with private residences.

2. No buildings shall ever be placed, erected or permitted on said premises other than of a type designed for and used as a one-family private residence, and on any lot comprising any part of said Tract No. 7826 there shall not be more residential buildings than one single-family residence.

3. No building on any residential lot shall be located nearer than 15 feet on any back lot line nor nearer than 15 feet to any front lot line, except those lots and set-backs listed below:

	Front	Rear
Lot 1	25 ft.	45 ft.
Lot 2	25 ft.	50 ft. on West - 60 ft. on East
Lot 3	25 ft.	50 ft. on West - 70 ft. on East
Lot 89	125 ft. from Bear Mt. Road	
Lot 103	25 ft.	35 ft.
Lot 104	25 ft.	27 ft. on West - 50 ft. on East
Lots 105-108 inclusive	25 ft.	30 ft.

No building may be erected upon any easement as shown and delineated on the Map of said Tract 7826.

4. No building, including any garage, fence or wall shall be erected, placed, or altered on any residential lot in said Tract No. 7826, until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of exterior design with existing structures in said tract and as to location of the building with respect to topography and finished ground elevation, by "Architectural Committee" composed of three or more representatives appointed by the Whispering Forest Development Co., or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said Architectural Committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said Architectural Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such Architectural Committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Committee members appointed by the Whispering Forest Development Co. are as follows:

Mesers, Ray K. Cherry; John H. Hadley; Everts W. Moulton; Keith P. Pattengill and William A. Wilson. Address - 335 North La Cienega Blvd. Los Angeles, California 90048.

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Any two members may make final decisions for the committee.
At the discretion of the Architectural Committee, members may be selected from the property owners.

5. No house trailer, tent, shack or other building may be placed on the property without approval of the Architectural Committee, if approved no such trailer or outbuilding may be used as a permanent or temporary residence.

6. The floor area of any residence, exclusive of basement, open porches, patios, garages, and exterior stairways, shall not be less than 900 square feet in the case of a one story structure, nor less than 1000 square feet in the case of a one and one-half or two story structures. In order to avoid removal of trees or because of other circumstances, the Architectural Committee reserves the right to approve homes of less than the minimum footage above specified.

7. No fences, trees, plants, shrubs or hedges shall be erected, planted or permitted on any lot other than fences, plants, trees, shrubs or hedges not over six (6) feet high or those approved by the Architectural Committee. In no event shall any fence, tree, plant, hedge, shrub or any other structure or device be placed on any lot or any part thereof if the placing thereon will interfere with the view enjoyed by adjacent lots in said tract. Fences shall be of wood unless other material is approved by the Architectural Committee.

8. No residential lot or any portion thereof in said tract shall at any time be used for the raising of any livestock, including riding horses, rabbits, poultry or fur-bearing animals, and no livestock or animals of any kind shall be kept thereon except only household domestic pets.

9. All bathroom, toilet and sink conveniences and connections shall be built indoors and connected by underground pipes
with the Big Bear City Community Service District Sewerage system.

10. No living tree now or hereafter upon said property shall be cut down, wholly or in part, or injured, without written permission of the Architectural Committee.

11. No part of said tract shall be used for sale, exchange, barter, handling, or storage of any second-hand material, salvage junk, or dismantled property of any kind. Said premises shall at all times be kept in a clean, sightly and wholesome condition and there shall be removed therefrom within not more than thirty (30) days from and after written notice from Whispering Forest

Development Co. requiring such removal all unsightly materials, visible from the highway or adjoining premises including weeds, trash, litter, junk, boxes, containers, building materials; provided, the foregoing shall not apply to building materials intended for future use and which are used within six months from the time first brought upon the premises. Such written notice may be served upon the then owner of said premises personally or may be served by mail, addressed to the owner of the owner's customary mailing address or place of business or residence and a copy thereof posted on the property.

12. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

13. The construction of all buildings upon any lot in said tract shall proceed dilligently and continuously after commencement until completion and building construction, after commencement, shall not be abandoned until completion. Cessation of labor upon any building upon any lot for a period of 90 consecutive days, including Sundays and Holidays, after construction of the building has commenced, shall be conclusive evidence of the abandonment of construction of the building. Interior finish work of a non-structural nature is exempt from the provisions of this paragraph.

14. The exterior surfaces of all buildings shall be of wood, Fireplaces, planters and veneer may be of brick, stone or concrete block. Outside surfaces may be left natural or stained, but not painted except for the trim. Roofs shall be of wood shakes or shingles or such composition shingles as meet the approval of the Architectural Committee.

15. Except as otherwise provided in Section 712 of the Civil Code for the State of California, no signs of any character shall be erected, posted, or displayed upon or about any lot of said tract.

16. It is expressly provided and agreed that nothing contained in these covenants shall prevent the construction and temporary maintenance on any part of said property of an office or offices to be used by the duly authorized selling agent of said property, its successors or assigns, likewise the subdivider may display bilbcards and signs advertising the sale of lots and/or residences of said tract.

17. No derrick or other structure designed for use in boring, mining or quarrying for water, oil or natural gas, or other minerals shall ever be erected, maintained or permitted upon any lot in said tract.

18. Each grantee of a lot in said 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 or drainageways located on his property which effect 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 drainageway is located.

19. Each grantee of a lot in said 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 and/or other lots in said tract, or that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his lot. For the purpose hereof, "established drainage" is defined as the drainage which occurred at the time of the overall grading of said tract, including the landscaping of each lot in said tract, was completed by the undersigned grantor.

WHISPERING FOREST DEVELOPMENT CO., does hereby certify and declare that the foregoing provisions, limitations, conditions, restrictions, covenants, easements, and reservations, all and singular, are for the benefit of each owner of said lots in said tract or any interest therein, and are imposed upon said tract as a servitude in favor of or binding upon each and every parcel of land therein as the dominant tenement or servient tenement as the case may be.

It is further provided, as to the owner and owners successors in interest of any lot or lots in said tract, the provisions, limitations, conditions, restrictions, covenants, easements and reservations, all and singular, are and shall be hereby made covenants, running with the land, and breach or violation thereof or continuance of any such breach may be enjoined, abated, or damages may be recovered by appropriate proceedings by the undersigned, its successors or assigns, or by any owners of any lot in said tract, or such owners successors in interest provided, however, that the breach of any of said provisions, restrictions, or covenants 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 lots or property, or any part thereof, but such provisions, restrictions or covenants shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise,

PROVIDED, FURTHER, enforcement of the foregoing provisions, limitations, conditions, restrictions, covenants, easements and reservations may be by proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to restrain violation or to recover damages.

Any invalidation of any of the provisions, limitations, conditions, restrictions, covenants, easements or reservations by

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judgment or court order, shall in no way affect any of the other of such terms, and they shall remain in full force and effect.

IN WITNESS WHEREOF, WHISPERING FOREST DEVELOPMENT CO., has hereunto subscribed its name this 12th day of May, 1967.

WHISPERING FOREST DEVELOPMENT CO.,
a partnership

SEAL

By: Valinda Investment Co., a corp., a partner

Ray K. Cherry, President

By: Venus Investment Corp., a corp., a partner

SEAL

Keith P. Pattengill, President

RETURN TO:
Whispering Forest Devebpment Co.
335 N. La Cienega Blvd.
Los Angeles, California 90048

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IN WITNESS WHEREOF, WHISPERING FOREST DEVELOPMENT CO., has hereunto subscribed its name this 12th day of May, 1967.

WHISPERING FOREST DEVELOPMENT CO.,
a partnership

By: Valinda Investment Co., a corp., a partner

Ray K. Cherry, President

TO 446 C
(Corporation as a Partner of a Partnership)

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.

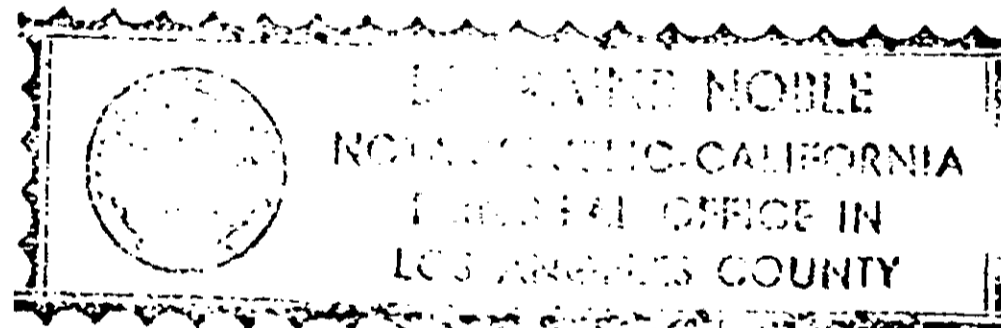
On May 12, 1967, before me, the undersigned, a Notary Public in and for said State, personally appeared Keith P. Pattengill, known to me to be the President, ~~and~~ ~~known to me to be the~~

~~Secretary~~ of Venus Investment Corporation, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of Whispering Forest Development Co., the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.
Signature Lorraine Noble

Lorraine Noble

Name (Typed or Printed)
My Commission Expires August 3, 1968



(This area for official notarial seal)

TO 446 C
(Corporation as a Partner of a Partnership)

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.

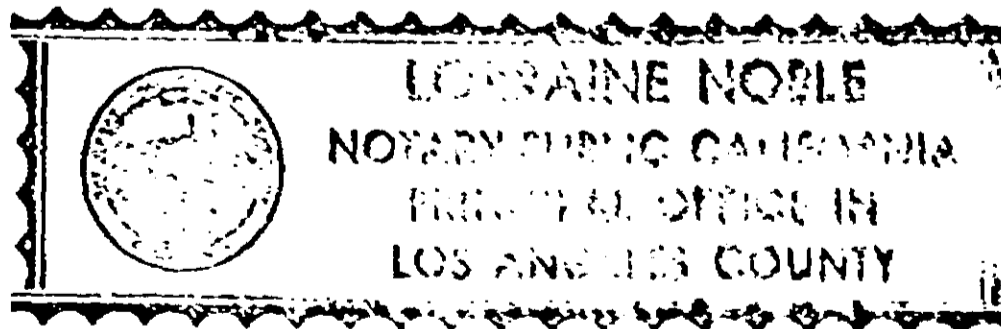
On May 12, 1967, before me, the undersigned, a Notary Public in and for said State, personally appeared Ray K. Cherry, known to me to be the President, ~~and~~ ~~known to me to be the~~

~~Secretary~~ of Valinda Investment Co., the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of Whispering Forest Development Co., the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.
Signature Lorraine Noble

Lorraine Noble

Name (Typed or Printed)
My Commission Expires August 3, 1968



(This area for official notarial seal)

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