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WHEN RECORDED MAIL TO:

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SAN BERNARDINO
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DECLARATION OF RESTRICTIONS

NORTH SHORE EAST

This Declaration of Restrictions is made this 1st day of June, 1992, by DONALD F. WILLIAMS and NANCY J. WILLIAMS as trustees of the Donald F. and Nancy J. Williams Revocable Estate Trust under agreement dated June 10, 1982; JAMES A. BRINTON and LORRAINE H. BRINTON, as trustees of the James A. and Lorraine H. Brinton Revocable Estate Trust U/A dated November 18, 1982; H.E.G., INC., a California corporation; and HAROLD E. GRAHAM, collectively hereinafter referred to as "DECLARANT". Declarant hereby certifies and declares as follows:

ARTICLE I

Recitals

Declarant is the owner of certain real property situated in the unincorporated portion of Big Bear Lake, in the County of San Bernardino, State of California, hereinafter described and

Declarant hereby declares that all of the property described in Article II hereof is held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said property, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property and every part thereof. All of the limitations, restrictions, and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the property described in Article II hereof or any part thereof, and shall inure to the benefit of all of the property described in said Tract No. 11929 and the future owners of said real property.

ARTICLE II

Property Subject to this Declaration

The property subject to this Declaration is more particularly described as:

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Lots 1-53 of Tract 11929 recorded on July 20, 1993 in Book 253,
 Pages 49 - 54 of Maps, Official Records of San Bernardino County,
 California.

ARTICLE III

Definitions

1. "Lot" means one of the numbered parcels of real property on the map referred to in Article II herein.
2. "Property" means the property described in Article II herein, or any portion thereof.
3. "Setback" means the minimum distance between the residence or other structure referred to and a given street or line.
4. "Building Limits" means the area defined by the set-back from the street and side lot lines and a building limit line across the rear of the lots.
5. "Street" means any street, highway, or other thoroughfare shown on the map of the Property, whether designated thereon as street, avenue, boulevard, place, drive, road, terrace, way, lane, circle, or otherwise.
6. "Building Site" means a single lot as shown on the map of the Property or a parcel consisting of contiguous portions of any two or more contiguous Lots, or all of one Lot and parts of one or more Lots adjacent thereto, unless the context and circumstances otherwise require; any such building site, however, is subject to the prior written approval of the Architectural and Planning Board.
7. "Conservation Easement" means that certain Grant of Easement conveying to the Big Bear Municipal Water District a wetlands waterfowl habitat conservation area as described in the document recorded on May 1, 1987 as Instrument No. 87-145009 of the Official Records of San Bernardino County, California.
8. "Drainage and Viewscape Lots" means the lettered Lots shown on the map of Tract No. 11929, established for the purpose of permitting natural drainage and open space views through the Property.

ARTICLE IV

Basic Restrictions

A. USE OF PROPERTY. No building shall be erected, constructed, altered, or maintained on any Lot other than a residence for a single family (including guests and household servants) with customary and suitable outbuildings as permitted by law and the Architectural and Planning Board, hereinafter sometimes called the Board.

B. LOCATION OF STRUCTURES. Construction of any and every nature shall be confined to and take place only within the Building Limits of each Building Site as identified on the Composite Development Plan for the Property. The location and design of swimming pools, covered gazebos, and other outbuildings, as well as the main structures upon each of the Building Sites must be approved in writing by the Board prior to any construction or preparation for construction thereon.

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C. **RESUBDIVISION OF LOTS.** No Lot shall be resubdivided or split into lots of a lesser size than the size of the original Lot without the written consent of Declarant first had and obtained and approval from the County Planning Department.

D. **HEIGHT LIMITATIONS.** Structure height shall be governed by the County Building Code; provided, however, that structures on lakefront lot numbers 10 through 17 shall be limited to a height of one story.

E. **CHANGING GRADES, SLOPES, AND DRAINAGE.** No change in the established grade or elevations of a Lot, and no change in the established slope or ratio of the cuts and fills, which alters established drainage patterns shall be permitted without the prior written consent of the Board and without the prior written approval of the County Planning Department. For the purpose hereof, "established drainage patterns" are defined as the drainage patterns existing at the time the grading of the Property was completed in conformity with the grading plan heretofore approved by the County. No drainage shall be allowed to drain over any banks.

Declarant hereby reserves the right to make any and all cuts and fills on the Property and on the Building Sites included therein, and to do such grading as in its judgment may be necessary to grade Streets and Lots designated or delineated upon the map of the Property or any part thereof.

Each of the owners of the Lots covenants to permit free access by Declarant and owners of adjacent Lots to slopes or drainageways located on his property when such access is required for the maintenance or permanent stabilization of said slopes, or for the maintenance of the drainage facilities, or for the protection and use of property other than the Lot on which the slope or drainageway is located.

F. **WELLS, DERRICKS, AND MINES.** No wells or derricks for the production of, or from which there is produced, water, oil, or gas shall be operated upon any Lot; nor shall any machinery, appliance, or structure be placed, operated, or maintained thereon for use in connections with any trading, manufacturing, or repairing business. No mining or quarrying 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 any Lot. Declarant hereby reserves all crude oil, petroleum, gas, asphaltum, and all kindred substances and other minerals under and in said land, and all surface entry rights.

G. **NUISANCE AND NON-CONFORMITY.** No noxious or offensive trade or activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners or occupants of the Property, including but not limited to the storage of any materials which might create an insect pest control problem, or the ill-maintenance of any plant or landscape materials.

1. **Livestock.** No farm animals, livestock, poultry, or fish of any kind shall be raised, bred, or kept on the Property, except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes or in unreasonable quantities, and provided that they do not become a nuisance to the owners or occupants of the Property. Pets must be kept within Lot areas or on a leash or tethered when out of Lot areas.

2. **Temporary Structures.** No tents, shacks, trailers, basement, garage, or outbuildings shall at any time be used on any Lot as a residence, either temporarily or permanently; nor shall any residence of a temporary character be constructed, placed, or erected on any Lot.

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3. Fences.

(a) Side Yards. All Lot lines shall be kept free and open one to another and no fences will be permitted on any lot line except where, in the opinion of the Board, such fence or enclosure, as a structural, protective, or aesthetic feature of a design concept will contribute to the character of the area.

(b) Rear Yard. No rear yard fences shall be permitted, except as erected and maintained by Declarant along the Conservation Easement or where, in the opinion of the Board, such fence, as a structural, protective, or aesthetic feature of a design concept will contribute to the character of the area.

4. Signs. No signs of any kind, or advertising device of any character, for any purpose or use whatsoever, shall be erected, posted, pasted, painted, displayed, or maintained on the Property, except that (a) on any Lot or Building Site one sign, not larger than eighteen (18) by twenty-four (24) inches, advertising the property for sale or lease, may be erected and maintained; (b) Declarant or its agents may erect and maintain on the Property such signs and other advertising devices as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision, or sale of the Property.

5. Poles, Masts, and Antennas. No poles, masts, or antennas of any type, size, or height shall be constructed on any Lot, or on or above the roof of any dwelling or structure.

6. Street Address Numbers. The street address of each Lot shall be posted with a minimum of three (3) inch numbers, visible from the Street, in accordance with San Bernardino County Ordinance 2108, prior to occupancy. Posted numbers shall contrast with their background and be visible and legible from the Street.

7. Chimneys. Each chimney used in conjunction with any fireplace or any heating appliance in which solid or liquid fuel is used shall be maintained with an approved spark arrester as identified in the Uniform Fire Code.

8. Upkeep of Real Property. Each Lot owner covenants to keep, maintain, water, plant, and replant all areas, slopes, banks, rights of way, and Setback areas located on his or her Lot so as to prevent erosion and to present an attractive, clean, sightly, and wholesome appearance at all times.

9. Vending of Liquor or Beverages. No liquor or alcoholic beverages of any kind shall be sold on the Property.

10. Drying Yards. No utility area or drying yard shall be constructed or maintained on the Property unless a plan therefor shall be first submitted to the Board and the latter shall determine in writing that such plan appropriately provides for screening such area or yard from exterior view.

11. Storage of Materials, Junk, Trash, and Manure. The storage or accumulation of junk, trash, manure, and other offensive or noxious materials is specifically prohibited. No burning shall be permitted except in fireplaces or barbecues.

12. Storage of Cars, Trailers, Campers, Boats, Etc. No house trailer, living trailer, self-propelled vehicle, boat, or boat trailer of any type shall be parked on any Street or Building Site longer than forty-eight (48) hours, if visible from the Street or adjoining

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Lots. Motor vehicles shall not be parked longer than forty-eight (48) hours outside of a garage or on any Building Site where visible from the Street. No painting, repairing, or mechanical work, other than customary maintenance work and minor emergency repairs, shall be performed on any Building Site except in enclosed areas approved by the Board in writing, which areas shall be sufficiently screened from the Street and adjacent Lots to eliminate any possibility of a nuisance being created by storage of such items or activities involving such items.

13. Use of Garages. No dwelling shall be constructed or maintained on a Building Site without a garage large enough to contain two standard sized automobiles, which garage shall be used to park the vehicles belonging to the owner or occupants of the Building Site, and for other purposes not incompatible with such use. Automobiles are to be kept in the garage when not in use. The use of carports in place of garages is specifically prohibited.

(a) Garages Facing Street. The doors of a garage facing the Street or Streets adjacent to the Building Site upon which said garage is located shall be kept closed at all times, except when an automobile is entering or exiting such garage.

(b) Guest Houses. No guest house may be proposed or developed on a Building Site unless an extra covered car space is provided.

14. Water Softening Equipment. No water softener shall be installed or maintained for use in connection with any building on the Property which discharges effluent brine into the sewage system and unless it is appropriately screened from exterior view. The type of water softener and a plan for its screening shall first be approved by the Board prior to installation.

H. DILIGENCE IN CONSTRUCTION. The work of constructing and erecting any building or structure shall occur only between the dates of April 1 and November 30, inclusive, of any given year and shall be prosecuted diligently and continuously from the commencement thereof until the same is completed. No outbuildings shall be completed prior to the completion of the building, except that temporary office and storage buildings may be erected for workmen engaged in building a dwelling on the Property. Such temporary buildings must be removed as soon as the dwelling is completed. All structures shall be suitably painted, colored, or stained immediately upon construction as per plans and specifications. The construction schedule shall be submitted as a part of the plans and specifications and shall be subject to the approval of the Board. A licensed general contractor shall be required and be responsible on all construction.

I. TREES AND SHRUBS WITHIN SET-BACKS AND EASEMENTS. No trees, shrubs, or other natural elements affecting the environment of the area shall be placed, removed, trimmed, or cut without the written approval of the Board. Further, any proposed tree removal shall require prior review and approval by the San Bernardino County Office of Planning — Environmental Analysis as to the issues of biota/forest conservation, eagle perching, scenic highway, and aesthetics. The Drainage and Viewscape Lots shall be landscaped by Declarant and any supplemental planting or changes in these areas must be approved in writing by the Board.

Declarant hereby reserves the right to enter upon any of the Lots at any time to inspect and control the plants, trees, and seed thereon, which right shall be exercised in the following manner: If, after notice to the owners from Declarant of the existence of infected plants, tree diseases, or insect pests, the owner fails or neglects to take such measures for the eradication or control of the same as Declarant may deem necessary for the protection of the community, Declarant may then enter thereon and, at the expense of the owner thereof, destroy or remove infected or diseased plants and/or trees, and/or spray the same, and/or take such



other measures as may be deemed necessary in the opinion of the Declarant to protect the community from the spread of such infection and/or pests; and Declarant, or any officer or agent thereof, or designee described in Article XII hereof, shall not thereby be deemed guilty of any manner of trespass.

J. **EASEMENTS AND RIGHTS OF WAY.** The Property, and the Building Sites included thereon, is subject to such easements and rights of way for erecting, constructing, maintaining and operating public sewers, and poles, wires and conduits for lighting, heating, power, telephone, television, and any other method of conducting and performing any public or quasi-public utility service or function beneath the surface of the ground, as such easements and rights of way are more particularly set forth on said map, or as may hereafter be located and utilized by Declarant. In particular, Lots 18 through 27, inclusive, are affected by a ten (10) foot wide sewer easement, and no alteration of the existing pipeline or grade shall occur without the approval of the Big Bear Area Regional Wastewater Agency. Further, Lots 27, 44, and 45 are affected by a sewer easement, and no construction over the easement shall be undertaken without the approval of County Service Area 53B. The Property, and the Building Sites included thereon, is also subject to aircraft overflight and noise as described and provided for in that certain Aviation Easement granted by Declarant to Big Bear Airport District recorded as Instrument No. 93-307403 of Official Records of San Bernardino County. Notice of the existence of such Easement and of the existence of overflight and aircraft noise is to be given to all prospective purchasers, lessees, and renters and included in all rental/lease agreements executed by any owner of any Lot.

K. **PLUMBING FIXTURES.** All dwellings shall be equipped with low-volume flush toilets (1.5 gpf/flush), and low-flow faucet fixtures.

L. **CONSERVATION EASEMENT.** Relative to the Conservation Easement defined in Article III(7), herein, the following restrictions shall apply:

1. **Removal/Alteration.** Removal or alteration of natural vegetation, and placement of accessory uses or structures therein are prohibited.

2. **Fencing.** A minimum four (4) feet high split-rail, or similar, fence with twelve (12) to fourteen (14) gauge wire no greater than two (2) square inches in size, shall be installed by Declarant along the inland length of the Conservation Easement thereby limiting access by people, dogs, other domestic pets/animals, recreational vehicles and equestrian uses. Vehicular barrier fencing shall be installed at the extreme eastern and western ends of the Conservation Easement.

3. **Posting.** The Conservation Easement shall be posted with signs stating "No Public Access."

4. **Set-Back.** A fifty (50) foot biological Setback from the Conservation Easement along the rear yards of Lots 8, 9, and 10 is hereby established. Removal or alteration of native vegetation within such Setback is prohibited.

ARTICLE V

ARCHITECTURAL STANDARDS AND CONTROLS

A. **SUBDIVISION STANDARDS.** These restrictions have neither the intent nor purpose to in any way affect the subdivision standards which are enacted by the County of San Bernardino. Declarant and/or his agents as subdividers shall have the sole responsibility of developing the planning, engineering, and execution of the subdivision and development of the

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Property prior to land sales. It will be their responsibility to coordinate and meet the County requirements for such subdivision.

B. ON SITE CONSTRUCTION.

1. **Setbacks.** The Setbacks shall conform to County requirements as contained in the conditions of approval of Tract No. 11929 as reflected on the Composite Development Plan for the Property.

2. **Location on Lots.** The location of the structure or structures on the Building Site and the landscaping shall bear such an overall relation to the adjacent properties as to create an aesthetically pleasing overall appearance and to maintain views. Buildings shall be placed only within the Building Limits of each Building Site as identified on the Composite Development Plan for the Property. Slopes are specifically excluded as building areas even though other Setback requirements are met.

3. **Fences.** All fences, including the location, style, material, color, height, and function thereof, shall be subject to the written approval of the Board prior to installation. The Board shall consider the topography of the land and the maintenance of views before granting such approval. No fences, rails, hedges, or any structure of more than thirty-six (36) inches in height shall be placed or allowed to exist in front yard Setbacks. Fences within 15 feet of the top or toe of rear pad line shall be limited to split rail or approved construction. Chain link fences are permitted only when there is sufficient landscaping to effectively screen said fence, and then only with the prior written approval of the Board. Fences, walls, rails, or hedges elsewhere on the Lot shall be limited to seventy-two (72) inches in height. The fences along the side-yard of any Lot shall not be more than five (5) feet closer to the Street or frontage than the rearmost point of the building or side-yard, except that garden screen fences for privacy may be permitted adjacent to the house, subject to the approval of the Board. The owner will maintain and keep in good condition and repair the fences located on his Building Site. If the owner fails or refuses to fully and faithfully comply with and conform to the provisions of this section, then Declarant shall have the right to enter upon such Lot and perform such work as may be necessary to fulfill the requirements of this section, charging the cost thereof to the owner.

4. **Landscaping.** Lawns shall be prohibited. Landscaping shall consist of, and be limited to, native trees, shrubs, and groundcover, or drought tolerant cultivars from the list attached to this Declaration as Exhibit "A" and incorporated herein by this reference.

Landscaping plans shall be submitted to the Board with the plans and specifications and must be approved in writing prior to commencement of any construction or preparation and shall include the size, type, and location of all plants, materials, and irrigation systems. Within thirty (30) days after the completion of any residence, permanent landscaping shall be installed around said residence in the front, side, and rear yard areas. Said landscaping shall be maintained in a neat and orderly condition at all times after installation so as to present a pleasing appearance to the owners and occupants of the Building Sites. Declarant hereby reserves the right at all times, upon evidence, written or visual, of any unplanted or inadequately maintained vacant or improved Building Site, to enter in or upon said Building Site after reasonable notice to the owner, to plant, cut, or replant, trim, cut back, remove, replace and/or maintain hedges, trees, shrubs, and flowers within Setback areas and/or to keep cultivated and/or removed plants on any portion of the Lot, all at the expense of the owner. Declarant, or any officer, or agent thereof, or designee described in Article XII hereof, shall not thereby be deemed guilty of any manner of trespass.

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C. BASIC STRUCTURAL REQUIREMENTS

1. Type and Character of Design. The exterior building design of all buildings shall be encouraged to be of a refined styling and character. Exterior design in each case shall be compatible with the rural atmosphere of the subdivision and individually determined, subject to approval by the Board, in its sole discretion. Decisions of the Board shall be final.

2. Colors. All exterior colors, textures, and materials, including roofs, must be set forth in the plans and specifications and approved in writing by the Board prior to construction. Color samples shall be submitted with plans and specifications which plans and specifications shall be coded or marked so as to indicate where the colors are to be used upon the finished dwelling. Careful consideration of the adjacent and surrounding properties, as well as over-all community appearance, will be the basis for approval or denial of such color schemes.

3. Size Requirements. No residence shall be erected on the Property having a total ground floor area of the main structure, exclusive of open porches, garages, patios, exterior stairways, and landings of less than one thousand two hundred (1,200) square feet.

4. New Materials Only and New Structures Only. No second-hand material shall be used in the construction of any buildings or structure without the prior written approval of the Board, and all buildings and fences which are of frame construction shall be painted or stained with at least two (2) coats upon completion.

No buildings of any kind shall be moved from any other place to any of said Building Sites, or from one Building Site to another without prior written permission from the Board.

5. Height Limitations. As to Lots numbered 10 through 17, only, on the map of Tract No. 11929, no building shall be of more than one story in height. On all other Lots, such restriction shall not apply, and where site conditions warrant, multi-story or split-level floor plans may be considered by the Board.

6. Painting. All exterior wood and manufactured surfaces, other than roofs and with the exception of any brick or masonry, shall be painted or stained.

7. Roof Design, Pitch, and Materials. Minimum pitch, shall conform to County Building Code requirements. The roofing materials used shall be mission tile, clay fired flat tile, concrete flat tile products, or extra heavy hand split cedar shakes. Alternative quality roofing materials may be submitted for consideration by the Board.

ARTICLE VI:

Alterations, Additions, Remodeling, Redecoration of Exterior Portions of Structure

No alteration of the exterior design or color of any structure, including additions, shall be made without the prior written approval of the Board. The materials used for any such approved alteration must harmonize with and compliment the original building or buildings and must be approved by the Board in writing prior to such alteration. No approval is required to re-paint or re-stain any structure with the same color scheme as previously used and approved.

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VII

Architectural and Planning Board

A. PURPOSE AND FUNCTIONS. The purpose of the Architectural and Planning Board is to achieve and maintain the aesthetic goals of Declarant. The function of the Board is to enforce the restrictions herein by the review of plans and specifications submitted for approval, and by inspection of actual construction and progress to insure conformity with the plans and specifications as approved. It is not the intent of the Declarant to deprive the individual owner from having a home of unique design, but to protect the community as a whole, and the individuals comprising the same, from undesirable construction. In this connection, in the case of hardship, or other good reason, exceptions to any of the restrictions contained in any portion of this Declaration may be made by the Board at any time after proper application therefor in writing.

B. BOARD MEMBERS, ORGANIZATION, AND TERM. The Architectural and Planning Board, shall consist of three (3) persons to be appointed by Declarant. Such persons shall be subject to removal by Declarant at any time. Vacancies shall be filled by Declarant or if Declarant fails to act within ninety (90) days after such vacancy occurs, then, as to such vacancy, by the majority of the owners of the Building Sites other than Declarant's into which portions or all of the real property described in Tract No. 11929 have been subdivided for single family residential purposes at the time of said vacancy. Any written notice of appointment or removal duly executed by Declarant may be filed with the County Recorder of San Bernardino County and such recordation shall impart notice to all persons of the matters set forth therein. No person shall be a member of the Board who is not actively engaged and/or experienced in land development, land planning, architecture, engineering, or such other associated fields as would lend background and experience to such person to judge the intent of these restrictions and the conformity of the plans submitted for review and approval. The term of each member of this Board unless earlier terminated as hereinabove stated shall be three (3) years which may be extended for additional three (3) year terms at the discretion and option of Declarant.

Declarant may, at any time, relieve itself of the obligation of appointing and maintaining said Board by filing in the Office of the County Recorder of San Bernardino County, a notice stating that Declarant has surrendered the powers of appointment and maintenance of said Board, and upon the recording of such notice, even if not specified therein, said powers and obligations shall immediately vest in the majority of the owners of the Building Sites into which portions or all of the real property described in the map of Tract No. 11929 have been subdivided for single family residential purposes at the time of said recording, or in a Maintenance Advisory Association if one has been formed by the owners of the Building Sites and is in existence.

C. ACTION BY BOARD. The three (3) Board members shall work as a panel, first reviewing plans and specifications submitted as hereinafter stated individually, and then subsequently discussing said plans and specifications jointly. A written approval of two (2) members of the Board will constitute approval of such preliminary or final submittals, as the case may be, or if no notice of rejection is received by the applicant after thirty (30) days from the date of receipt of such submittals, such inaction shall be deemed to be approval. All decisions of the Board shall be final. The written approval or notice of rejection of the Board may be recorded in the Office of the County Recorder of San Bernardino County, and shall be conclusive evidence of such approval or rejection.

Final acceptance shall be in writing signed by two (2) members of the Board, and may be recorded, in which case such recordation shall be conclusive evidence of such final acceptance. If no such final acceptance is given or recorded, or if no notice of non-

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compliance is recorded in the Office of the County Recorder of San Bernardino County by or on behalf of the Board within sixty (60) days after receipt by the Board and Declarant of a copy of the duly recorded notice of completion of the construction, alteration, or placement of any structure upon the Building Site, then such failure to give or record such acceptance or to file a notice of non-compliance shall be deemed conclusive evidence of final acceptance of the structure by the Board.

The actions or inactions of the Board or its agents, when the Board is exercising its discretion in enforcing this Declaration in good faith, shall not be a basis for damages to any owner herein or any other person, nor shall any such actions or inactions by Declarant or the Board or any member of the Board or their officers or agents, individually or collectively, constitute a cause of action for damages or equitable relief to any owner herein or any other person. Declarant, its successors, or assigns or the Board or any member of the Board, or their officers or agents, all acting singularly or together, shall not be responsible for any loss or damage, or be liable in any way for any errors or defects, either latent or patent, in the plans and specifications submitted for approval, or any building or structure erected in accordance with such plans and specifications.

D. ARCHITECTURAL PERMIT.

1. An Architectural Permit is required and may be obtained by the architect or designer at Declarant's office. Preliminary plans must be accompanied by a fee of One Hundred Dollars (\$100.00). The permit is valid for one (1) year. Application for renewal or for revisions must be accompanied by an additional Twenty-Five Dollars (\$25.00).

2. Plans for an addition to or alteration of an existing residence must be accompanied by a fee of Fifty Dollars (\$50.00).

3. All fees should be made payable to North Shore East Architectural and Planning Board.

E. SUBMISSION OF PRELIMINARY PLANS. The owner of each Lot upon which construction is contemplated shall submit to the Board a set of preliminary working drawings or plans, which shall consist of: a plot plan, floor plan, and elevation. Upon review, the Board may request additional drawings for clarification.

F. SUBMISSION OF FINAL PLANS AND SPECIFICATIONS. Upon approval of the preliminary plans, two (2) sets of final plans and specifications shall be submitted to the Board for final approval. Such plans and specifications shall describe in detail the floor plan arrangement, elevations, section structural solutions, use of material heights and dimensions, site placement, fences, grading, drainage plans, access, landscape and patio plans, and any other pertinent data as may be required to fully illustrate the intended design, construction, and use. Physical samples of the exterior materials and colors shall also be submitted for approval. Before giving any such final approval, the Board may require that said plans and specifications comply with any such requirements that the Board may impose as to structural features, types of building materials used, or characteristics not otherwise expressly covered by the provisions herein. The approval by the Board shall not relieve the Owner from complying with any requirements of any public authority having jurisdiction and shall not constitute any representation or guarantee by the Board or any member of the Board or Declarant as to the structural sufficiency of any construction. Approval by the Board of any plans or specifications, shall not be deemed to be a waiver by the Board of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval for other building sites.

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G. **INSPECTION AND CONFORMITY TO PLANS.** During and after completion of construction, Declarant or any agent or any member of the Board may, from time to time, at any reasonable hour or hours, with reasonable notice, enter into and inspect any property subject to this Declaration as to compliance with the approved submittals. Deviation shall be diligently guarded against, and all such deviations or non-conformities set forth in any notice of non-compliance issued by the Board shall be corrected prior to final acceptance as set forth below. Declarant, the Board, or any agent or officer thereof, acting in good faith, shall not be deemed guilty of, or become liable for any manner of trespass for such entry or inspection.

H. **FINAL ACCEPTANCE.** The owner of each Building Site agrees that he will not commence using the structure or structures on the Building Site until final acceptance from the Board has been obtained in writing.

I. **ENFORCEMENT OF BOARD RULINGS.** In the event of the failure of any owner of a Building Site to comply with any notice of non-compliance or directive or order from the Board, then in such event, the Board or Declarant shall have the right and authority, after reasonable notice, to perform the subject matter of such directive or order, and the cost of the performance thereof shall be charged to such owner and may be recovered by the Board or Declarant in an action at law against the owner.

In addition, this Declaration shall be deemed to vest the Board or Declarant with the right to bring a proceeding in equity to enforce the general and specific intent of this Declaration as follows:

If written notice to the Board of steps to correct any non-compliance is not given within fifteen (15) days, or if the non-compliance is not thereafter cured within a reasonable time from the date notice of such non-compliance is given by the Board to the owner of the Building Site whose act or omission constitutes such non-compliance, the Board or Declarant may record such notice of non-compliance and thereafter file a proceeding in equity to restrain said non-compliance or attempted non-compliance.

ARTICLE VIII

Scope and Duration

All the foregoing covenants and restrictions are imposed upon the Property for the direct benefit thereof and of the owners thereof and the remainder of the real property described in the map of Tract No. 11929, and the owners thereof, as a part of a general plan of improvement, development, building, occupation, and maintenance; and shall run with the land and shall be binding upon all of the owners of the Property and all persons claiming under them, and continue in full force and effect for a period of twenty-five (25) years from the date that this Declaration is recorded. After such twenty-five (25) year period, the covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by three-fourths (3/4ths) of the then-owners of record of the Property has been recorded, agreeing to amend this Declaration in whole or in part or terminating this Declaration.

ARTICLE IX

Amendments

These restrictions may be amended at any time, and from time to time, by an instrument in writing signed by three-fourths (3/4ths) of the then-owners of record of the Property, which written instrument shall become effective upon its recording in the Office of the County Recorder of San Bernardino County.

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ARTICLE X

Interpretation of Restrictions

All questions of interpretation or construction of any of the terms or restrictions herein shall be resolved by the Board or Declarant, and its decision shall be final, binding, and conclusive upon all the parties affected.

ARTICLE XI

Breach

A. The covenants hereby established shall operate as covenants running with the land. Further, Declarant and/or the owner of any of the real property described in the map of Tract No. 11929, including any bona fide purchaser under contract, in the event of a breach of any such restrictions and covenants or a continuance of any such breach may, by appropriate legal proceedings, take steps to enjoin, abate, or remedy the same. It is hereby agreed that damages are not an adequate remedy for such breach.

B. Every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable and may be exercised by Declarant, the Board, or the owner of any of the real property described in the map of Tract No. 11929.

C. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

D. A breach of the covenants contained in this Declaration shall not affect or impair the lien or charge of any bonafide mortgage or deed of trust, made in good faith and for value on any Building Site; provided, however, that any subsequent owner of such property shall be bound by said covenants, whether such owner's title was acquired by foreclosure or in a trustee's sale or otherwise. A lender who acquired title by foreclosure or deed in lieu of foreclosure or trustee's sale shall not be obligated to cure any breach of the covenants which occurred prior to such acquisition of title but shall be bound by said covenants.

ARTICLE XII

Right to Enforce

The provisions contained in this Declaration shall inure to the benefit of and be enforceable by Declarant, its successors or assigns, or the owner of any of the real property described in the map of Tract No. 11929, and each of their legal representatives, heirs, successors, or assigns, and the failure to enforce any such covenants or restrictions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter. In any legal proceeding commenced by anyone entitled to enforce or restrain a violation of this declaration, or any provision thereof, the losing party or parties shall pay the attorney's fees of the winning party or parties in such amount as may be fixed by the Court in such proceeding.

Any right reserved by Declarant ~~herein to the~~ hereby reserved by Declarant's successors or any entity designated by Declarant in writing, including the Board or any Maintenance Advisory association, if one has been formed by the owners of the Building Sites into which portions or all of the real property described in the map of Tract No. 11929 have been

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subdivided for single family residential purposes at the time of such designation and is in existence. Such designation may be recorded in the Office of the County Recorder of San Bernardino County.

ARTICLE XIII

Severability

In the event that any of the provisions of this Declaration are held to be invalid or unlawful by a final judgment of a Court of competent jurisdiction, such invalidity or illegality shall not affect the validity of any of the other provisions hereof.

ARTICLE XIV

Protection for Mortgagees and Title Insurance Companies

The owner of any encumbrance for value on any Building Site and any corporation insuring the lien of such encumbrance may conclusively presume that no breach exists under these restrictions, provided such encumbrance is recorded in the Office of the County Recorder of San Bernardino County prior to the commencement of any action to establish any such breach and not within sixty (60) days after the recording of any Notice of Non-Compliance, anything contained herein to the contrary notwithstanding.

For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on or interest in, any Lot or parcel of the Property, and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or non-performance of any of the acts in this Declaration authorized, permitted or to be approved by the Board, the records of the Board shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of acceptance by the Board showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved and that said improvements have been made in accordance therewith shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing, or insuring said title, or any lien thereon or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Board.

ARTICLE XV

Annexation of Additional Property

If at any time the owner of real property contiguous and/or adjacent, and/or within reasonable distance of the real property described in the map of Tract No. 11929 shall agree to hold, sell, and convey his property subject to restrictions, covenants, reservations, liens, or charges set forth in a declaration of restrictions executed by said owner and approved in writing by Declarant, or any Maintenance Advisory Association, if one has been formed by the owners of the Building Sites into which portions of all of the real property described in said the map of Tract No. 11929 have been subdivided for single family residential purposes at the time of said declaration and is in existence, and thereafter recorded in the Office of the County Recorder of San Bernardino County, Declarant and such association shall then and thereafter have power to do and perform any and all of the acts, to fix, impose, and collect charges, assessments, and dues from such owner and his assigns, as and if so provided therein, and to grant such owner and his assigns membership as therein agreed.

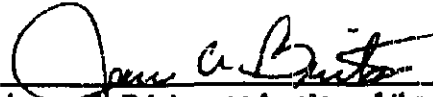
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ARTICLE XVI

Singular Includes Plural

The singular shall include the plural, and the masculine the feminine whenever the context herein so requires.

IN WITNESS WHEREOF, the undersigned individuals have signed their names and the undersigned corporation has caused its corporate name to be hereunto subscribed by its officers thereunto duly authorized and its corporate seal to be affixed as of the day and year first hereinabove written.



James A. Brinton, as trustee of the James A. and Lorraine H. Brinton Revocable Estate Trust U/A dated November 18, 1982.



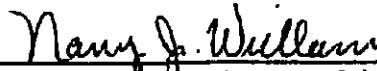
Lorraine H. Brinton, as trustee of the James A. and Lorraine H. Brinton Revocable Estate Trust U/A dated November 18, 1982.



Harold E. Graham



Donald F. Williams, as trustee of the Donald F. and Nancy J. Williams Revocable Estate Trust under agreement dated June 10, 1982.



Nancy J. Williams, as trustee of the Donald F. and Nancy J. Williams Revocable Estate Trust under agreement dated June 10, 1982.

H.E.G., INC., a California corporation

By: 

Its: 

STATE OF CALIFORNIA

COUNTY OF ORANGE) SS.

On MAY 18, 1992 before me, Massy Farzine
_____, Notary Public, personally appeared JAMES A. BRINTON
_____, 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.

Massy Farzine



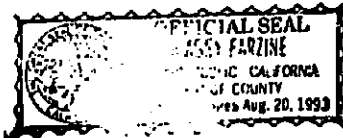
STATE OF CALIFORNIA

COUNTY OF Orange) SS.

On MAY 18, 1992 before me, Massy Farzine
_____, Notary Public, personally appeared LORRAINE H. BRINTON
_____, 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.

Massy Farzine



STATE OF CALIFORNIA

COUNTY OF Orange) SS.

On MAY 18, 1992 before me, Massy Farzine
_____, Notary Public, personally appeared HAROLD E. GRAHAM
_____, 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.

Massy Farzine



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STATE OF CALIFORNIA

COUNTY OF Orange) SS.

On MAY 18, 1992 before me, Massy Farzine
_____, Notary Public, personally appeared Donald Williams
_____, 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.

Massy Farzine



STATE OF CALIFORNIA

COUNTY OF Orange) SS.

On MAY 18, 1992 before me, Massy Farzine
_____, Notary Public, personally appeared Joyce Snyder
_____, 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.

Massy Farzine



STATE OF CALIFORNIA

COUNTY OF Orange) SS.

On 5-19-92 before me, Massy Farzine
_____, Notary Public, personally appeared Nancy J. Williams
_____, 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.

Massy Farzine



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PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

X

AND WHEN RECORDED MAIL TO:

HAROLD GRAHAM
2541 BAYSHORE DR.
NEWPORT BEACH
CA 92663

Recorded in Official Records, County of
San Bernardino, Larry Walker, Recorder

14.50

Doc No. 20000418052

10:33am 11/15/00

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NON ST	LN	SVY	CIT-CD	TRANS TAX	DA	CHRG	EXAM		

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE

Title of Document

THIS AREA FOR
RECORDER'S
USE ONLY

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)


RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Harold E. Graham
2541 Bayshore Drive
Newport Beach, Ca 92663

DECLARATION OF RESTRICTIONS NORTH SHORE EAST

RE: Tract 11929 Recorded 93 July 20 #93-307404

Donald F. Williams and Nancy J. Williams as trustees of the Donald F. and Nancy J. Williams Revocable Estate Trust under agreement dated June 10, 1982; James A. Brinton and Lorraine H. Brinton, as trustees of the James A. and Lorraine H. Brinton Revocable Estate Trust U/A dated November 18, 1982; H.E.G., INC., a California corporation; and Harold E. Graham, collectively as "DECLARANT", no longer have any ownership in North Shore East and therefore Per Section VII, Paragraph B of the Declaration of Restrictions for North Shore East, herein officially surrender the powers of appointment and maintenance of the Architectural and Planning Board. Such surrender passes the powers and obligations under the CC&Rs to the majority ownership of the fifty-three lots within said tract 11929 named North Shore East.



HAROLD E. GRAHAM