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RECORDED AT THE REQUEST OF:
FIRST AMERICAN TITLE INSURANCE CO.

Mail to:
FIRST AMERICAN TITLE COMPANY
OF SAN BERNARDINO
323 WEST COURT STREET
SAN BERNARDINO, CALIFORNIA 92401



RECORDED IN OFFICIAL RECORDS:
JUL 14 1980 AT 8 AM
SAN BERNARDINO COUNTY, CALIF.

DECLARATION OF RESTRICTIONS
FOR
TRACT NO. 7105-1
(Forest Spring Unit No.1)

This Declaration made by the undersigned, affecting Lots 1 to 63 inclusive, Tract No. 7105-1, situated in the County of San Bernardino, State of California, as per map recorded in Book 151, Pages 1 and 2 of Maps, records of San Bernardino County.

WITNESSETH:

WHEREAS Forest Properties, Inc., a California corporation, the owner of all of said Tract No. 7105-1, said parties hereinafter being referred to as Declarant.

NOW THEREFORE, on consideration of the premises and for the use and purposes herein set forth, the above Declarant do 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, 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 lots above described, such conditions, covenants and restrictions being as follows, to wit:

(1) No lot in Tract No. 7105-1 shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot within said Tract No. 7105-1 other than residential dwellings not to exceed two stories in height and private garages for not more than two cars per dwelling unit. On Lots 1 to 17 inclusive, not more than three single-family dwelling units and garages for not more than six cars shall be permitted. On Lots 18 to 63 inclusive, not more than one single family dwelling and one garage for two cars shall be permitted.

(2) No noxious or offensive trade, business, industry or activity shall be carried on upon any lot within said Tract No. 7105-1, 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, metal or material which may reasonably be designated as "junk".

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(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 Architectural 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. Excepting only those trees which must be removed for purposes of construction, no living tree on any lot shall ever be cut down or removed unless designated by a public or licensed private Forester as diseased, or approved by the Architectural Committee for reasons of health or safety. No fence or wall shall be erected, placed or altered on any lot unless first submitted to the Architectural Committee and approved as provided in Paragraph 6.

(4) The living area of any multiple-residential dwelling unit erected on Lots 1 to 17 inclusive shall not be less than 500 square feet per family unit and not less than 1500 square feet per structure. The main floor living area of any single-family dwelling unit erected on Lots 18 to 34 inclusive and on Lots 44 to 63 inclusive shall be not less than 1000 square feet. The main floor living area of any single-family dwelling unit erected on Lots 35 to 43 inclusive shall be not less than 900 square feet. The minimum living area as defined herein are exclusive of open porches, patios or garages. 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 plat. 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 dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. No dwelling shall be erected or placed on any building site having a width of less than 70 feet at the minimum building set back line nor shall any dwelling be erected or placed on any building site having an area of less than 7200 square feet. No structure of a temporary character, trailer, basement, tent, garage or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

(5) Easements for installation and maintenance of utilities and other public purposes are reserved as shown on the recorded map, or title report, over 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 the utilities located within these easements.

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(6) An Architectural Committee is hereby created and the members thereof are;

Jack R. Wenz	P.O. Box 2849 Big Bear Lake, Ca. 92315
Cindy Jensen	P.O. Box 2849 Big Bear Lake, Ca. 92315
David Morris	P.O. Box 2849 Big Bear Lake, Ca. 92315

In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove the plans and specifications, design and location, or to designate a representative with like authority. In the event said committee or designated representative fails to approve or disapprove such design and location within 30 days after the plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to 60 days, such approval may not then be required, and this provision will be deemed to be fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to compensation for services performed pursuant to this covenant. The powers and duties of such committee or its designated representative shall cease upon completion of construction on all lots in the tract, or on the first day of July, 1990, whichever occurs earlier. Thereafter the approval described in this covenant shall not be required unless prior to said date, and effective thereon, a written instrument be then executed and duly recorded by the then record owners of a majority of the lots in the tract, appointing a representative, or representatives, who shall thereafter exercise the same powers as exercised by the said committee.

(7) No oil drilling, oil development, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any derrick or other structure designed for boring, mining or quarrying ever be erected, maintained or permitted on any lot.

(8) Each grantee of a lot in said tract agrees for himself and his assigns that he will not in any way interfere with established drainage pattern over his lots from adjoining 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 purposes hereof, "Established Drainage" is defined as the drainage which occurred at the time the overall grading of said tract, including any landscaping, was completed by the undersigned grantor.

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(9) No residential lot or any portion thereof in said tract shall at any time be used for the keeping or raising of any livestock, including riding horses, rabbits, poultry, or fur-bearing animals of any kind except only household pets.

(10) No signs of any character shall be erected, posted, or displayed upon or about any lot of said tract, except a single "For Sale" or "For Rent" sign having a surface area not in excess of 4 square feet.

(11) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 2010, 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 covenants in whole or in part.

(12) If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons who own any real property situated in said tract to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(13) Invalidity 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 affect.

PROVIDED ALSO, that a breach of any of the foregoing covenants or conditions 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 or conditions shall be binding upon and effective against any subsequent owner of said property or realty.

IN WITNESS WHEREOF, said Declarant has caused their names to be affixed hereto this 26th day of March, 1980.

By

Jack Russell Wenz
Jack Russell Wenz, PRESIDENT
FOREST PROPERTIES, INC.

By

Cindy Jensen
Cindy Jensen, ASSISTANT SECRETARY
FOREST PROPERTIES, INC.

WITNESS:

Phyllis M. Hamilton
Phyllis M. Hamilton

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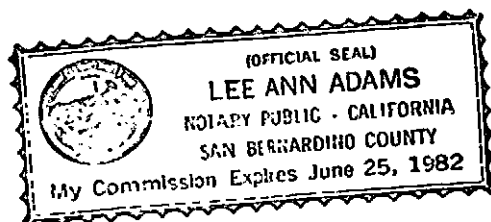
STATE OF CALIFORNIA)
) ss
COUNTY OF SAN BERNARDINO)

On March 26, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared PHYLLIS M. HAMILTON, personally known to me to be the person whose name is subscribed to the within instrument, as a witness thereto, who being by me duly sworn, deposed and said: That she resides in Ontario, California, that she was present and saw JACK RUSSELL WENZ, known to me to be the President and CINDY JENSEN, known to me to be the Assistant Secretary of the corporation that executed the within instrument pursuant to its by-laws or a resolution of its board of directors, and that said PHYLLIS M. HAMILTON duly acknowledged in the presence of said affiant that they executed the same, and that the said affiant, thereupon at their request, subscribed her name as a witness thereto.

WITNESS my hand and official seal.

Signature

Lee Ann Adams
Lee Ann Adams



END OF DOCUMENT

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