

82-111685

When recorded, return to:

Clifford Douglas  
310 Edgemont Drive  
Redlands, California 92373



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SAN BERNARDINO  
CO., CALIF.

DECLARATION OF RESTRICTIONS

Tract No. 11220

This declaration is made this 27th day of May, 1982 by Clifford Douglas and Mary Ann Douglas, hereinafter referred to collectively as the Declarant.

Whereas Declarant is the owner of lots A and B, and 1 through 45 inclusive of Tract No. 11220 as per the map recorded JUNE 8, 1982 in Book 162 of Maps, Pages 85 to 87 of the Records of the County of San Bernardino, State of California;

And whereas the Declarant is about to sell, use, lease or convey said lots in said Tract No. 11220 above described, and desires to subject the same lots to certain protective covenants, conditions and restrictions, hereinafter referred to as "Restrictions", between Declarant and the acquirers and/or users of said lots in said tract;

Declarant hereby certifies and declares that it has established and does hereby establish this general plan for the protection, maintenance, development and improvement of said tract.

These Restrictions shall not in any way apply to lot 46 of said tract. All further references in this Declaration of Restrictions to the lots of said tract shall apply only to lots numbers 1 through 45 inclusive of said tract.

RESTRICTIONS

1. All said lots shall be known and described as residential lots and shall never be used for purposes of trade or business.

2. No building shall ever be placed or permitted on any of said lots other than of a type designed for and used as a single family private residence, and on any of said lots there shall not be more than one single family residence, including garage, together with one guest house.

3. No guest house shall be placed or permitted upon said premises or used for any purpose unless it is in connection with or as an adjunct to a private residence first placed on said premises, or then being erected.

4. No trailer, tent, shack, garage or other out-building brought or erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5. No part of any of said lots shall be used for sale, exchange, barter, handling or storage of any second-hand material, salvage,

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(#5 continued):

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 all unsightly materials, visible from any street or highway, or from any adjoining premises, including trash, litter, junk, boxes, containers, disassembled or non-functioning motor vehicles, building materials; provided that the foregoing shall not apply to building materials intended for future use on said property and which are so used within six months from the first time being brought upon the premises.

6. No noxious or offensive trade or activity shall be carried on upon said lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood or to any of the adjoining properties.

7. No signs of any character other than small signs indicating the street numbers and names of the occupants and "For Sale" or "For Lease" signs, the total of said signs on any one lot having a surface area not to exceed six square feet shall be erected, posted or displayed upon or about any of the said lots of said tract.

8. Nothing contained in these restrictions shall prevent the contruction and temporary maintenance on any part of said lots of an office or offices to be used by Declarant or the duly authorized selling or leasing agent of said property, its successors and assigns. The Declarant or said selling/leasing agent may display billboards and signs advertising the sale or lease of lots and/or residences in said tract, with no restrictions as to the size of said temporary signs.

9. The ground floor of any residence, exclusive of basement, open porches, patios, garages and exterior stairways shall be not less than 750 square feet. The ground floor of any guest house shall be not less than 400 square feet.

10. Every residence erected upon any of said lots shall be accompanied by a fully enclosed garage upon said lot, built at the same time as the residence, the minimum interior dimensions of said garage being ten feet by twenty feet. There shall be no maximum size restrictions as to either residences or garages.

11. The exterior surfaces of all buildings shall be of wood. Fireplaces, planters and veneer may be also of brick or stone. Outside surfaces shall be left natural or stained, but not painted. Roofs shall be colored brown. Stains shall be clear or brownish-colored.

12. No sound amplification system shall be installed so as to transmit or amplify sound outside the residence or garage on said premises. This restrictions shall not be deemed to prevent the installation of any burglar or intruder alarm system.

13. No building on any of said lots or any portion thereof shall be located nearer to any property line than as specified on the final tract map thereof, and recorded as indicated above.

14. None of said lots or any portion thereof shall at any time

(#14 continued):

be used for the raising of any livestock, including horses, burros, cattle, poultry or fur-bearing animals, and no livestock or animals of any kind shall be kept thereon except only household domestic pets.

15. No oil, gas, water or other kind of well shall be drilled upon any of said lots without the written permission of Declarant.

16. The material breach of any of the above restrictions by any owner, and the failure to cease such material breach after receiving thirty days written notice to cease said breach or breaches, shall result in a forfeiture being declared and all right, title and interest to said property shall become vested in Declarant upon the expiration of said thirty days.

17. The breach of any of the restrictions herein specified 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, property, improvements or leasehold estates or any part thereof, but such restrictions shall be binding and effective against any owner, lessee or user of said property whose title or right thereto is acquired by foreclosure, trustee's sale, purchase, or otherwise.

18. Any invalidation of any of the restrictions herein specified by judgment or court order shall in no way affect any of the other such terms, and they shall remain in full force and effect.

19. The foregoing restrictions, and each of them, are for the benefit of each owner, lessee or user of said lots and are imposed upon said lots as a servitude in favor of or binding upon each and every of said lots therein as the dominant tenement or servient tenement as the case may be.


20. All the above specified restrictions are hereby made covenants running with the land and breach or violation thereof or continuance of any such breach by any person or entity may be enjoined, abated, or damages may be recovered by appropriate proceedings by Declarant, their successors or assigns, or by any of the owners, lessees or users of any of said lots or improvements or their successors in interest.


21. Notwithstanding any provision herein to the contrary, these restrictions, or any of them, may be waived, altered or amended at any time by and with the consent in writing of the owners of not less than thirty lots of said forty-five lots in said tract. No such waiver, alteration or amendment to these restrictions shall in any way invalidate or defeat the lien of any mortgage or trust deed made in good faith and for value as to said lots, property, improvements or leasehold estates or any part thereof, but such restrictions as existing, waived, altered or amended shall be binding and effective against any owner, lessee or user of said property, leasehold estate or improvement whose title or right thereto is acquired by foreclosure, trustee's sale or otherwise.

22. Written notice as used herein may be delivered personally or by mail at the last known address of the person receiving notice. Written notice shall be deemed to have been given when the person receiving notice, or his agent or representative, receives said written notice.

23. This Declaration and these restrictions shall automatically terminate and cease to continue on December 31, 2020.

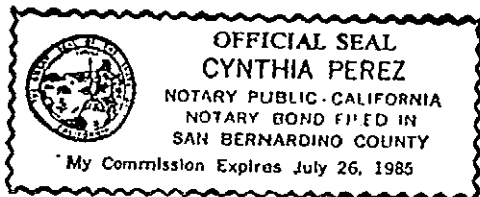
In witness whereof, Declarant executes this declaration this 27th day of May, 1982.

  
MARY ANN DOUGLAS

  
CLIFFORD DOUGLAS

State of California )  
County of San Bernardino ) ss.

On May 27, 1982, before the undersigned, a Notary Public for the State of California, personally appeared Mary Ann Douglas and Clifford Douglas, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.



  
NOTARY PUBLIC  
CYNTHIA PEREZ

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