

John M. Griffin
P.O. Box 2809
Big Bear Lake, California 92315

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85-021975

RECORDED IN
OFFICIAL RECORDS

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SAN BERNARDINO
CO., CALIF.

DECLARATION OF RESTRICTIONS
FOR

TRACT NO. 12166
(IRONWOOD ESTATES)

This Declaration made by the undersigned, affecting Lot 1 and Lots 25 through 35, inclusive and Lots 55 and 56, of Tract No. 12166, situated in the County of San Bernardino, State of California, as per Plat recorded in Book 168 of Maps, Pages 88 through 90, recorded September 8, 1983, Records of said San Bernardino County.

WITNESSETH:

WHEREAS JOHN M. GRIFFIN, the owner of all of said Tract No. 12166, said Party 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 does 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/or designed for the mutual benefit of the owners of Lots above described, such conditions, covenants and restrictions being as follows, to-wit:

(1) Land use and building type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than those which have received site approval and in no case will there be more than twelve residential units per acre per site approval.

(2) No trade, business or industry shall be carried on upon any Lot within Tract No. 12166 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 present upon any portion of said Lots, not fully enclosed by permanent building, any inoperable vehicle, metal, or other materials which may reasonably be designated 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 a portion of the drainage channel or culverts which are located within the Tract.

(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 work and materials, harmony of exterior design and existing structures and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum set-back line unless similarly approved. Approval shall be as provided in Paragraph 5.

(4) The dimensions and approval of all dwelling units as well as set-back location and other requirements will be subject to a site approval and in addition, a zoning approval by the City and any other Governmental Agency involved in zoning approval for this specific Tract.

(5) An Architectural Committee is hereby created and the members thereof are: John M. Griffin, John E. Griffin and Dennis M. Griffin, Post Office Box 2809, Big Bear Lake, California 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 or representatives with like authority. In the event said committee or designated representative fails to approve or disapprove such

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FIRST AMERICAN TITLE INSURANCE CO.

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location within 30 days after it had been properly transmitted to the committee or its designated representative, then said submission shall be deemed to have been approved. Any action to enjoin the selection or 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 the 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 houses. 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 holders of a majority of the Lots in said Tract, appointing a representative, or representatives, who shall thereafter exercise the same powers as exercised by the said committee. The powers and duties of said committee or its designated representatives shall cease upon completion of construction of all Lots in the Tract or on the 1st day of January, 1995, whichever first occurs. Thereafter the approval herein described shall not be required unless prior to said date and effective thereon a written instrument be then executed and duly recorded by the then recorder owners of a majority of the Lots in said Tract, appointing a representative, or representatives, who shall thereafter exercise the same powers as set forth for the accurate Architectural Committee herein.

(6) All fences and hedge heights located within the Lot itself or located in a set-back area shall be subject to site approval in said Tract.

(7) No derrick or other structure designed for use in boring, mining, or quarrying for water, oil, natural gas, or precious minerals, or any derrick, windmill or other instrument for the generation of electricity shall ever be erected, maintained or permitted upon any Lot in said Tract.

(8) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 35 years, at which time said covenants shall, insofar as such procedure shall be then lawful, be automatically extended for successive periods of ten years unless by a vote of the majority of the then recorded owners of the Lots an agreement be recorded to change the said covenants in whole or in part.

(9) 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 owning real property situated in said Tract to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent such person or persons from so doing or to recover damages or other dues for such violation.

(10) Invalidation 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 effect.

(11) 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 affect said adjacent or adjoining Lots, when such access is essential for the maintenance of the permanent stabilization on said slopes, or maintenance of the drainage facilities for the protection and use of property other than the lot which the slope or drainageway is located.

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(12) 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 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 the landscaping of each Lot in said Tract, was completed by the undersigned grantor.

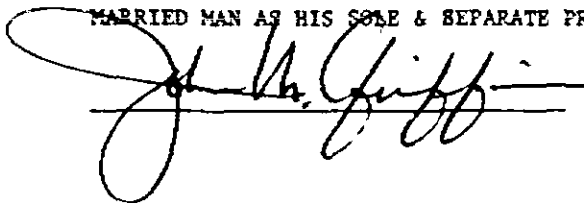
(13) Easements for installation and maintenance or utilities and drainage facilities are reserved as shown on the map of the property recorded in the office of the County Recorder of San Bernardino, and over the rear five feet of each Lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

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 cause their name to be affixed hereto this 28th day of January, 1985.

JOHN M. GRIFFIN

MARRIED MAN AS HIS SOLE & SEPARATE PROPERTY

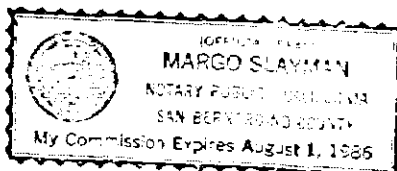


STATE OF CALIFORNIA
COUNTY OF San Bernardino

On January 28, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared John M. Griffin

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.

WITNESS my hand and official seal.



Signature Margo Slayman

(This area for official notarial seal)