

RECORDED AT THE REQUEST OF
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FOREST PROPERTIES, INC.
1749 South La Cienega Blvd.
Los Angeles, CA 90035

82-144631

RECORDED IN OFFICIAL RECORDS
JUL 26 1982 AT 8 30 A.M.
SAN BERNARDINO COUNTY, CALIF.

6.00
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DECLARATION OF RESTRICTIONS
FOR
TRACT NO. 10108
(Evergreen)

This Declaration made by the undersigned, affecting Lots 1 through 92, inclusive, TRACT NO. 10108, situated in the city of Big Bear Lake, County of San Bernardino, State of California, as per plat recorded in Book 162 of Maps, pages 13, 14, 15 and 16, records of said County.

WITNESSETH:

WHEREAS Forest Properties, Inc., a California corporation, the owner of all of said Tract No. 10108, said party hereinafter being referred to as Declarant.

NOW THEREFORE, on consideration of the premises and for the use and purpose 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 an 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 the lots above described, such provisions, conditions, covenants, and restrictions being as follows, to wit:

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- (1) No lot in Tract No. 10108 shall be used for any purpose other than residential. No building shall be erected placed altered, or permitted to remain on any lot within said Tract No. 10108, other than residential dwellings not to exceed two stories in height and private garages for not more than four cars per dwelling unit. On Lots 1 through 92, inclusive, not more than one single family dwelling and one garage for no more than four cars shall be permitted.
 - (2) No trade, business, or industry shall be carried on upon any lot within Tract No. 10108, and no truck or commercial vehicle may be parked or stored 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 any lot in said tract not fully enclosed by a permanent building any inoperable vehicles, 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 any 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 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

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living tree on any lot in subject tract shall ever be cut down or removed unless designated by a public or licensed private Forester as diseased, or unless approved by the Architectural Committee for reasons of health and safety. So far as is reasonable and practical, each lot owner will protect and preserve the native plants and flowers existing on their property. 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 below. Where the Developer, Forest Properties, Inc., has caused to be constructed a perimeter or screening fence, the lot owner shall maintain that portion of the fence abutting that lot in good condition and repair.

(4) The main floor living area of any dwelling unit erected on any lot in Tract No. 10108 shall not be less than 1500 square feet. A fully enclosed garage or automobile parking pad which shall be visually screened from the street side of the lot, shall be constructed concurrent with the construction of the dwelling unit. The minimum garage or parking pad area shall be not less than 400 square feet. The minimum living area and the minimum garage or parking pad areas as defined herein are exclusive of open porches, patios or breezeways.

(5) 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 building shall be located on any interior lot nearer than 15 feet to the rear lot line. No structure of a temporary nature, trailer, basement, tent, garage or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

(6) Easements for installation and maintenance of utilities and for other public purposes are reserved as shown on the recorded map of said tract, over each lot. Within these easements, no structures, permanent plantings or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities or facilities located within these easements.

(7) An Architectural Committee is hereby created and the members thereof are:

Jack R. Wenz

P. O. Box 2849
Big Bear Lake, CA 92315

Brian J. Weber

P. O. Box 2849
Big Bear Lake, CA 92315

Cindy Jensen

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 authorization to approve or disapprove the plans and specifications, design and location, and other aspects of any submission made to the Architectural Committee, or to designate another representative with like authority. In the event said committee or designated representative fails to approve or disapprove a submission within 30 days after it has been properly transmitted to the committee or its designated representative, then said submission shall be deemed to have been approved. Any action to enjoin or prevent the construction of any structure on the basis of formal disapproval or failure to obtain the approval of the Architectural Committee must be legally initiated within 30 days of the commencement of construction, or said construction shall not be considered to be in violation of the provisions set forth in Paragraph 6. 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 August, 1992, whichever occurs earlier. 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 record 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 Architectural Committee herein.

(8) No mining, quarrying, drilling or other subterranean operations shall be permitted upon or in any lot, nor shall any derrick or other structure or equipment designed for such operations ever be erected, maintained, or permitted on any lot.

(9) No change in grade or other action which could materially alter the established drainage over other lots in the tract shall be permitted, unless such change or action is made in conformance with a professionally engineered plan which assures that other lots in the tract will not be adversely affected by such a grade change or other action. "Established drainage" as used herein is defined as the drainage pattern which prevailed at the time the finish grading of the tract, including any landscaping by the Developer, was completed.

(10) No livestock, poultry, or fur-bearing animals other than household pets shall be raised or kept on any lot in said tract.

(11) No signs of any type shall be erected or displayed upon or about any lot within said tract, except only a professionally lettered "For Sale" or "For Rent" sign having a surface area of not more than 4 square feet.

(12) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until August 1, 2012, at which time said covenants shall insofar as such procedure shall be then lawful, be automatically extended for successive ten year periods, 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.

(13) 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 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.

(14) Invalidity of any one of these restrictions by operation of law judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

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 20th day of July, 1982.

FOREST PROPERTIES, INC.
A California corporation

By Jack Russell Wenz
Jack Russell Wenz, President

By Brian J. Weber
Brian J. Weber, Vice-President

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

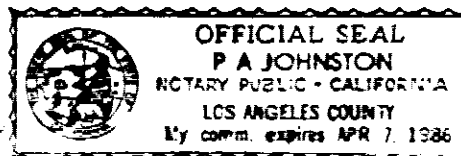
SS:

On July 20, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Jack Russell Wenz and Brian J. Weber, known to me to be the President and the Vice-President, respectively, of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

P.A. Johnston
Notary Public



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