

Doc No. 20010378302

3:00pm 08/20/01

High Limber Investments
341 W. 2nd St. #100
San Bernardino CA
92401

FIRST AMERICAN TITLE B # 601

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Sandra Boushore

SPACE ABOVE FOR RECORDER'S USE ONLY

Declaration of Establishment of
Conditions, Restrictions and Reservations
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)

DECLARATION OF ESTABLISHMENT
OF
CONDITIONS, RESTRICTIONS AND RESERVATIONS

TRACT NO. 14862

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, HIGH TIMBER INVESTMENTS, LLC, a limited liability company, hereinafter sometimes called "Declarant" is the owner of the real property situated in the "Moonridge" area of the County of San Bernardino, State of California, and described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

and,

WHEREAS, said Declarant has filed or is about to file a Subdivision Map of said land for the purpose of selling and conveying the lots and parcels into which said land was subdivided, and desires to subject the said lots and parcels in said above-described Tract to certain prohibited conditions, restrictions and reservations;

NOW, THEREFORE, Declarant does hereby file a Declaration of Restrictions and said Declarant does hereby certify and declare that by such Declaration it has established and does hereby establish a general plan for the improvement, use, restriction, protection, maintenance and development of said lots and parcels in said above described Tract, which plan is designed for the mutual benefit of all of said lots into which said property is subdivided, and has created and does hereby create the protective covenants, conditions, restrictions and reservations (hereinafter

referred to as "conditions") upon any and all of said lots of said Tract, which conditions are for the mutual benefit and protection of all of the said lots in said subdivision and of each owner thereof; and each thereof is imposed upon each of said lots and parcels, as a mutual, equitable servitude in favor of each and every other lot in said subdivision.

SAID CONDITIONS ARE AS FOLLOWS:

- A. All lots in this subdivision, 1 to 47, are designed and classified as single residential lots.
- B. No building shall be erected, placed or altered on any lot in said subdivision and no building permit shall be granted until the design, character and location thereof have been approved in writing and such approval has been filed with the building department of San Bernardino by the undersigned and by an Architectural Supervising Committee of five (5) members appointed by the undersigned or by the successor in interest or assigns of the undersigned, who reserves the right to remove members thereof and/or fill vacancies in its unrestrained discretion; provided, however, that when and after the undersigned shall no longer be the owners of any lots or parcels in said Tract, when the owners of a majority of the acreage in said Tract, exclusive of streets, may, by written designation filed or recorded, appoint, replace, remove, fill vacancies, and/or otherwise control the membership of said Committee; provided, however, that each member of said Committee shall be the owner of a lot or building site in said Tract; and provided, further, that if the undersigned is no longer the owner of a lot or building site in said Tract, and if no Committee is in existence, or if the undersigned or he said Committee fails to approve or disapprove such design and location within ten (10) days after a complete set of plans and specifications have been

submitted to it, then such approval will not be required, provided that the design, character and location on the lot of such proposed structure shall conform and be in harmony as to appearance, construction and value, with existing structures in the Tract; provided, further, that the written approval of such design, character and location by the undersigned or by a majority of the members of said Architectural Supervising Committee, shall be conclusive evidence that such approval has been regularly and properly given.

- C. No building shall be located on any lot or building plot nearer to the front or rear lot line, nor nearer to any side street line, nor nearer to any side lot line, than the established set back as shown on the recorded tract map and as required by any ordinances of the County of San Bernardino, including zoning requirements, or as may otherwise hereafter be fixed by competent County authority.
- D. No noxious or offensive trade or activity shall be carried on upon any lot or parcel, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- E. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the subdivision 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, except as may be consented to in writing by the undersigned or its successors, or by the Architectural Supervising Committee.
- F. The minimum size or ground floor area required for a single story dwelling shall be 1600 square feet, exclusive of garage or decking; in the case of a multiple story

dwelling, the ground floor area shall be a minimum of 900 square feet construed as being the main living area of the total 1600 square foot minimum.

- G. No part of said premises shall ever at any time be used for the raising, keeping or housing of poultry, rabbits, or livestock for commercial purposes nor for the keeping or housing of any horses, cattle or goats.
- H. All lavatories and/or toilets shall be built indoors and connected to the sewer system by the buyer or his successors in interest.
- I. The exterior portions of all buildings, which are constructed of woods, stucco, or cement, shall be painted or stained immediately upon completion. No aluminum roofs shall be permitted.
- J. No oil, gas, water, or other kind of well shall be drilled upon any lot or lots in said subdivision, without the written permission of declarant.
- K. All owners and occupants of any lot shall at all times in the use of said property abide by all the laws, ordinances, rules and regulations of competent public authority, and all the conditions, restrictions, reservations and easements herein set out, and shall not suffer to be done anything upon said premises constituting a nuisance.
- L. No living trees upon said real property shall be cut, removed, damaged or destroyed unless permission has been first obtained in writing from the applicable governmental agency.
- M. That the Declarant reserves for itself and for its successors in interest as owners of the reversionary rights herein provided for, its assigns, licensees and grantees, a 5-foot easement and right-of-way along the side lines and the front and rear lot lines of each

lot and all other reasonably necessary easements and rights-of-way in, upon, along, beneath, over and above the property in said tract for ingress and egress necessary to accomplish the following purposes:

- (1) The erection, construction, maintenance and use of wires and conduits or poles and pole lines for the transmission of electricity, telephone and other purpose and for the necessary installations and attachments in connection therewith;
- (2) The erection, construction and maintenance of pipes and pipelines for the following and passage of water, natural and artificial gas and for all necessary installations and attachments in connection therewith;
- (3) Also for construction, maintaining and conducting any other public or quasi public utility beneath, along, under, or about the surface of the ground, with the right at all times to use such easements and rights-of-way for all such utilities.

N. All water rights of every kind or nature pertaining to or connected in any way with any and all lots or parcels in said above-described Tract have heretofore been granted, sold, assigned and set over to the City of Big Bear Lake, Department of Water and Power.

O. All conditions and restrictions contained herein shall be effective and binding on all parties until July 1, 2010, at which time the same shall be automatically extended for two successive ten (10) year periods each, unless by a vote of the owners of a majority

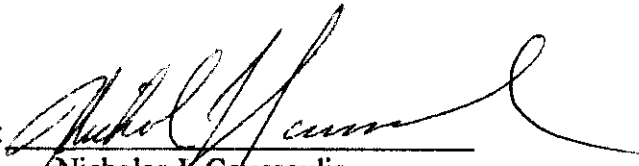
of the lots of said property it shall be agreed that such latter conditions and restrictions be changed or modified in whole or in part. Any violation of said conditions and/or restrictions herein contained may be enjoined or abated at the instance of Declarant or owner of any building site or lot in said Tract, and any such Declarant or owner may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such condition or restriction and to prevent him or them from so doing. The acceptance by anyone of a deed, conveyance, transfer, or contract affecting any of said property, or any interest therein, shall be construed as a promise and agreement by such person to comply with and observe each and all of said conditions, covenants, provisions, and restrictions, and to be bound by all the provisions hereof in relation thereto. Any breach of any of the aforesaid covenants, provisions, restrictions, or conditions, shall not defeat nor 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. It is expressly hereby provided that, in the event of any covenants, restrictions, provision, or condition herein contained being declared invalid or held to be invalid or void by any court of competent jurisdiction, such invalidity or voidness shall in no way affect any valid covenant, restriction, provision or condition, and all such valid conditions herein contained shall be and remain in full force and effect. It is understood and agreed that no waiver of a breach of the same or other covenants, provisions agreements, restrictions, conditions, or reservations, and no delay or omission on the part of the Declarant, its successors in interest, its assigns, licensees or grantees, in exercising any right, power or remedy, shall be construed as a waiver of or

acquiescence of any such breach.

IN WITNESS WHEREOF, Declarant has caused the limited liability company name to be affixed hereto and this instrument to be executed by the managing member thereunto duly authorized this 26 day of June, 2001.

DECLARANT

High Timber Investments, LLC, a California
limited liability company

By: 
Nicholas J. Coussoulis
Its: Managing Member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of San Bernardino

On before me, Sally Lynn Madrid, Notary Public

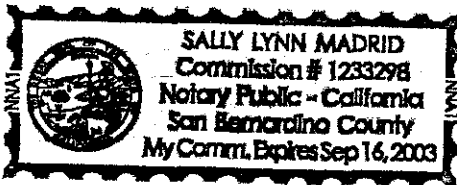
DATE

NAME, TITLE OF OFFICER, (e.g., "JANE DOE, NOTARY PUBLIC")

personally appeared Nicholas J. Coussoulis

NAME(S) OF SIGNER(S)

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.

Sally Lynn Madrid SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
CORPORATE OFFICER
PARTNER(S) LIMITED GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER

CC:R's High Income Invest. TITLE OR TYPE OF DOCUMENT

7 NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)

EXHIBIT "A"

LOTS 1 THROUGH 47, INCLUSIVE, TRACT NO. 14862, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 281 OF MAPS, PAGE(S) 30 THROUGH 34, INCLUSIVE, RECORDS OF SAID COUNTY.