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BOOK 6332 PAGE 603

RECORDED AT REQUEST OF
Title Insurance and Trust Company
FEB 17 1965 at 8 A.M.

Name TITLE INSURANCE & TRUST CO.

128

Street 340 4TH STREET

City SAN BERNARDINO, CALIF.

DECLARATION OF RESTRICTIONS

for

TRACT NO. 7444

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OFFICIAL RECORDS

San Bernardino County, Calif.

Ted Carpenter
Recorder

This declaration made by the undersigned, affecting Lots 1 to 87 inclusive, Tract No. 7444, situated in the county of San Bernardino, state of California, as per map recorded in book 93, page(s) 61 to 63 of Maps, records of San Bernardino County.

WITNESSETH:

WHEREAS Summit Estates, Incorporated the owners of all of said Tract No. 7444, said parties hereinafter being referred to as Declarant.

NOW THEREFORE, in 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 comprized 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:

- 1) That Lots 64 through 87 inclusive in said Tract No. 7444 shall be used, improved and occupied in accordance with the uses prescribed by the San Bernardino County Zoning Ordinance under Zoning Ordinance Classification R-2; that all other lots in said Tract shall be used, improved and occupied in accordance with the uses prescribed by the San Bernardino County Zoning Ordinance under Zoning Ordinance Classified R-1, provided however, that in the event such zoning classification be changed the property herein described shall be subject to such uses as may be defined for the zone into which it may be reclassified.
- 2) No noxious or offensive trade, business, industry, or activity shall be carried on upon any lot within said Tract No. 7444, and not 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 permanent building, any broken down machinery or metal or material designated as "junk" nor shall any for sale or for rent signs be displayed on said premises.
- 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 material, harmony of exterior design with 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 habitable floor area of any dwelling, exclusive of one story open porches and garages, shall be not less than 1000 square feet for a single family dwelling or 800 square foot per dwelling unit for a duplex or 600 feet per unit for any structure combining 3 or more units, 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 25 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, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building set back line. No dwelling shall be permitted on any interior lot nearer than 15 feet to the rear lot line. For the purpose of this covenant eaves, steps and open porches shall not be considered as a part of a building. No dwelling shall be erected or placed on any building site having a width of less than 60 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, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, no structure on said premises shall exceed 2-1/2 stories in height.

5) An architectural committee is hereby created and the members thereof are:

JOHN L. CLARK, 1044 S. Robertson Blvd., Los Angeles 35, Calif.
MITCHELL E. GORDON, 1044 S. Robertson Blvd., Los Angeles 35, Calif.
MORTON KANDELL, 1044 S. Robertson Blvd., Los Angeles 35, Calif.

No building shall be erected, placed or altered on any building pbt in this subdivision until the building plans specifications and pbt plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures, in the subdivision, and as to location of the building with respect to topography and finished ground elevations by a committee composed of four (4) officers of SUMMIT Estates, Inc., a California corporation, or by a representative designed by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to or disapprove such design and locations, or to designate a representative with like authority. In the event

• SAID committee or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in the event if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereon, such approval, will not be required and this covenant will be deemed to have been fully complied with. The members of such committee, and of its designated representative, shall be entitled to \$100.00 compensation for services performed pursuant to this covenant. Said committee shall also have the right to waive said compensation charges. The powers and duties of such committee and of its designated representative shall cease on and after the termination of these restrictions. Thereafter the approval described in this covenant shall not be required unless, prior to said date and affective thereon, a written instrument shall be executed by the then owners (record) of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

6) No fence or hedge height in the front set back line area shall be more than 3 feet on any lot 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, shall ever be erected, maintained or permitted upon any lot in said tract without first obtaining the consent and approval of the Architectural Committee.

8) These covenants, are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1995 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 same 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 any real property situated in said development or subdivision 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.

10) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any 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 have caused their name to be affixed hereto this 12th day of February 1965.

SUMMIT ESTATES, INCORPORATED

SEAL

Mitchell E. Gordon, Pres.

John L. Clark, Sec'y

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TO 419 C
(Corporation)



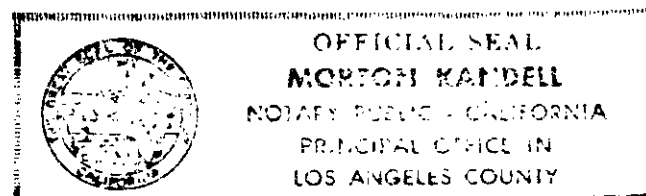
STATE OF CALIFORNIA
COUNTY OF San Bernardino } SS.

On February 12, 1965 before me, the undersigned, a Notary Public in and for said State, personally appeared Mitchell E. Gordon known to me to be the President, and John L. Clark known to me to be the Secretary 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 Morton Kandell

MORTON KANDELL
Morton Kandell
Name (Typed or Printed) My Commission Expires April 19, 1968



(This area for official notarial seal)