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3:00pm 08/16/99

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

MEADOWBROOK ESTATES
P.O. BOX 317
BIG BEAR CITY, CA 92314

First American Title B # 601

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**FIRST AMENDED
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
("DECLARATION")**

FOR

TRACT NO. 14782

(MEADOWBROOK ESTATES)

Recorded Aug 4, 1999 99-327378

This declaration made as of August 16, 1999, by the undersigned, affecting Lots 1-38, inclusive; tract No. 14782 situated in the City of Big Bear City, County of San Bernardino, State of California, as per Final Subdivision Map, recorded in Book 247 of Maps, Pages 52 through 56, records of said San Bernardino County (the "Subdivision").

WHEREAS:

This Declaration is made for the benefit of the owners of the lots within the Subdivision, to assure that the construction of homes therein proceeds in a manner that is aesthetically compatible with the natural setting of the Subdivision, that protects the environment and is in harmony with the appearance of existing homes and ancillary structures.

WHEREAS:

Michael S. Rafferty and Yvonne R. Rafferty, trustees of the Rafferty Family Trust, dated September 28, 1987, are the owners of all of the lots within the Subdivision, which is hereinafter referred to as "Declarant."

NOW, THEREFORE, in consideration of the premises and for the use and purposes herein set forth, Declarant does hereby Declare that conveyances of all Lots or Parcels within the Subdivision, shall be made and accepted upon the following covenants, conditions, and restrictions which shall apply to and bind the parties thereto, their heirs successors, and assigns, and are declared for the benefit of the owners of the lots within the Subdivision, such covenants, conditions, and restrictions being as follows, to wit:

BUILDING RESTRICTIONS:

1. No lot in the Subdivision shall be used for any purpose other than for the construction and maintenance of a single-family residence. No building shall be erected, placed, altered or permitted to remain on any lot within said Subdivision other than a residential dwelling which shall not exceed two and one-half (2-1/2) stories in height with private garages for not less than two nor more than four vehicles. Not more than one single-family dwelling shall be permitted on any individual lot. All vehicles and trailers must be stored within a fully enclosed garage, with the exception of one motor home and/or one RV trailer, including horse trailers, not to exceed two (2) vehicles, total, and said vehicles must be stored behind the main residence and out of sight from any street view.
2. No trade, business or industry shall be conducted upon any lot within the Subdivision, and no truck or commercial vehicle may be parked or stored, except where such storage or parking is done within a fully enclosed, permanent garage. There shall not be stored, kept, maintained or permitted to be present upon any portion of any lot in said Subdivision, except in a fully enclosed permanent building, any inoperable vehicles, metal scrap or other materials which may reasonably be deemed to constitute a visual or other kind of nuisance. No metal shipping containers shall be placed on any lot in the Subdivision. No material of any type, including "Green Waste" of any kind shall be deposited within any portion of a drainage channel, culvert or any other part of the storm drain system which is located within the Subdivision.
3. No grading shall take place, 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 proposed structure have been approved by the Architectural Control Committee (the "Committee") as to quality of design and materials, harmony of exterior design with the exterior of existing structures, and as to location with respect to topography easements 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.

Exterior colors used in the initial construction, and subsequent redecorations, must be approved by the Committee. No fence or wall shall be erected, placed or altered on any lot unless the design thereof is first submitted to the Committee and approved. Chain link or solid fencing shall not be permitted in front of any single-family residence or on any side street line unless approved by the committee.

The construction of any improvement approved by the Committee shall be prosecuted diligently and continuously from the commencement thereof, and must be fully completed with the surrounding premises rendered "broom-clean" no later than one (1) year from the commencement thereof, except for delays caused by events or circumstances beyond the reasonable control of a lot owner or unless the Committee authorizes a longer period in writing. Excepting only those trees which must be removed for purposes of construction, no living tree on any lot in the Subdivision shall be removed unless designated by a licensed Forester as diseased or unless approved for removal by the Committee. So far as is reasonable and practical, the native plants and flowers that exist on each lot shall be preserved.

4. The main floor living area of any dwelling unit erected shall be not less than 1,800 square feet for a one-story residence or 2,400 square feet, with a minimum of 1,600 square feet on the First Floor for a two-story residence. The garage shall be constructed concurrently with the construction of any dwelling. The minimum garage floor area shall be 400 square feet. The minimum living area and the minimum garage area as required herein shall be determined exclusive of open porches, patios, decks 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 setback line shown on the recorded Subdivision map. In any event, no building shall be located on any lot nearer than seventy-five (75) feet to the front lot line or nearer than forty (40) feet to any side street line. No building shall be located nearer than ten (10) feet to any interior lot line. No building shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. No structure of a temporary nature, trailer, tent, garage or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
6. Vehicular access is prohibited to Fox Road from Lots 1, 2, and 3.
7. In the event of any conflict between this Declaration and any U.S. Federal, State, Local or Municipal Law, ordinance or regulation (collectively the "Law") the Law shall control.
8. Easements for installation and maintenance of utilities and for other public purposes are reserved as shown on the Final Subdivision Map. Within the easement areas, no structures, permanent plantings or other material shall be permitted to remain which may damage or interfere with the use or purposes of the easements or with the installation and maintenance of the utilities or facilities located within easements.

9. The Architectural Control Committee (the "Committee" herein) is hereby established and the members thereof are as follows: - Michael S. Rafferty
- Thomas Rebber
- John Bales

Plans and specifications for any proposed structure in the Subdivision shall be submitted to the Committee prior to application for a building permit.

The Committee can be contacted as follows: Meadowbrook Estates
Architectural Control Committee
P.O. Box 317
Big Bear City, CA 92314

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 Committee or to designate another Committee member with like authority. In the event the Committee or designated representative fails to approve or disapprove a submission within thirty (30) days after it has been properly submitted to the Committee or its designated representative, then said submission shall be deemed to have been approved. Any legal action to enjoin or prevent the construction of any structure on the basis of formal disapproval or failure to obtain the approval of the Committee must be initiated within thirty (30) days of the commencement of construction or said construction shall be deemed not to be in violation of the provisions set forth herein. Neither the members of the Committee, nor its designated representative, shall be entitled to compensation for services performed pursuant to this Declaration. The powers and duties of the Committee or its designated representative shall cease upon completion of construction on all lots in the Subdivision, or thirty (30) years from the recordation of this Declaration, whichever occurs earlier.

10. No mining, quarrying or other subterranean operations shall be permitted upon or in any lot, nor shall any derrick or other structure or equipment designated for such operations ever be erected, maintained or permitted on any lot.

11. No change in grade or other action which materially alters the established drainage pattern shall be permitted, unless such change or action is made in conformance with a professionally engineered plan which assures that other lots in the Subdivision will not be adversely affected by such a grade change or other action. "Established drainage pattern." as used herein, is defined as the drainage pattern which prevailed at the time the finish grading of the Subdivision, including any landscaping by the Declarant, was completed.
12. No livestock, poultry or fur-bearing animals, other than household pets and horses shall be bred, raised or kept on any lot in said Subdivision.
13. Each animal-raising land use includes all structures necessary to maintain and care for such animals (e.g. barn, corral, stable). Such structures shall comply with all Covenants, Conditions, and Restrictions of this Declaration.
14. All animals, other than cats, dogs, canaries or birds of the psitacinae family, shall be maintained at least seventy (70) feet, measured in a straight line, from any structure or area used for human habitation or public assembly (e.g. parks, churches, etc.) on adjoining property. The area of human habitation shall not include cabanas, patios, attached or detached garages or storage buildings.
15. No signs of any type shall be erected or displayed upon or about any lot within said tract, except the following:
 - a. Professionally lettered single-faced "For Sale" or "For Rent" signs; or
 - b. "Owner" name signs.
16. The Covenants, Conditions, and Restrictions of this Declaration shall run with and bind the Subdivision, and shall inure to the benefit of and shall be enforceable by any Owner of any property subject to this Declaration, their representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date of this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by majority of the then Owners of the Lots within the Subdivision, has been recorded with the year preceding the beginning of any such ten-year period, agreeing to change the Covenants, Conditions, and Restrictions in whole or in part, or to terminate same. All changes, amendments, annexations, supplemental declarations, de-annexations, and other modifications of these CC&Rs whatsoever shall require the approval of the County of San Bernardino.

17. Should any violation or attempted violation of this declaration occur, any fee owner of a lot within the Subdivision shall have the right to bring an action at law or in equity against such person or persons violating or attempting to violate any provisions of this Declaration.

18. Limitation of Restrictions of Declarant: Declarant is undertaking the work of construction of a residential subdivision and incidental improvements. The completion of such work and the sale or other disposal of the Lots therein is essential to the establishment and welfare of the Subdivision as a residential community. In order that said work may be completed and said Subdivision be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to as follows:

A. Prevent Declarant, its contractors or subcontractors from doing on the Subdivision or any Lot whatever is reasonably necessary or advisable in connection with the completion of said work; or

B. Prevent Declarant or its representatives from erecting, construction, and maintaining in the Subdivision (except upon Lots owned by others) such structures as may be reasonable and necessary for developing said Subdivision as a residential community and disposing of the same by same, lease or otherwise; or

C. Prevent Declarant from conducting in the Subdivision (except upon Lots owned by others) its business of completing said work and of disposing of said Project in Lots by sale, lease or otherwise; or

D. Prevent Declarant from maintaining such signs or flag(s) in the Subdivision (except on Lots owned by others) as may be necessary for the sale, lease or disposition thereof; or

The foregoing rights of Declarant shall terminate upon sale of Declarant's entire interest in the Subdivision.

So long as Declarant, or its successors and assigns, owns one (1) or more of the Lots described herein, Declarant, or its successors and assigns, shall be subject to the provisions of this Declaration. Declarant shall make reasonable efforts to avoid disturbing the use and enjoyment of Lots by their owners, while completing any work in the Subdivision.

19. In the event Declarant shall convey all of its rights, title, and interest in and to the Subdivision to any entity, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such entity shall be obligated to perform all such duties and obligations of the Declarant.
20. Additional development controls affecting the Lots in the Subdivision are described in the Composite Development Plan which is on file with the County of San Bernardino, Department of Building and Safety.
21. Should any provision of this Declaration be declared unlawful or unenforceable by a court of law having competent jurisdiction, the balance of the provisions shall not be affected thereby and shall remain in full force and effect.
22. Any breach of any of the foregoing 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 and conditions shall be binding upon and effective against any subsequent owner of said property or realty.

SUBSTANDARD PROPERTY:

1. Maintenance of property in a condition that is substandard shall constitute a public nuisance as defined in Civil Code Section 3480.
2. Whenever a Building Official of the County of San Bernardino ("Building Official") determines by inspection that any lot or other premises is substandard, as defined in these CC&Rs, such lot is hereby declared a public nuisance, and the Building Official shall order the abatement of the nuisance by repair or rehabilitation of the substandard lot.
3. When the Building Official has so found, in addition to any notices hereafter required by these CC&Rs, the Building Official may give to the occupants of the substandard property, and to any person whom he or she deems should be so notified, information concerning the provisions of these CC&Rs any violation thereof, how the person notified may comply and any other information deemed expedient. The Building Official may post such information on the substandard property or on the substantial building.
4. If, in the opinion of the Building Official, property is found to be substandard property as defined in these CC&Rs, the Building Official shall give to the lot owner written notice stating the conditions which make the property substandard.

5. **Proper service of a notice shall be by personal service or by registered or certified mail upon the lot owner, by posting on the substandard building, if any, and upon the substandard property, a copy of the notice. It shall be deemed a reasonable effort has been made to serve such a notice when registered or certified letters have been mailed to the address of the lot owner as shown on the official record. When an address is not so listed or contact cannot be made at the listed address, the service shall be by posting on the substandard building, if any, otherwise upon the substandard property, a copy of the notice.**

The designated period within which the owner or person in charge is required to comply with such notice shall begin as of the date the owner or person in charge receives such notice by personal service or registered or certified mail. If such notice is by posting, the designated period shall begin ten (10) days following the date of posting. Failure of any owner to receive such notice shall not affect the validity of any proceedings taken hereunder.

6. **The Building Official may file with the Department of Registrar-Recorder a declaration that a substandard property has been inspected and found to be such, as defined in these CC&Rs, that the lot owner(s) have been or will be so noticed. The costs incurred by the Building Official in the investigation of such properties and the processing of the declaration and notification of lot owner(s), shall be actual costs incurred by the County of San Bernardino. After the Building Official finds that the public nuisance has been abated and either that such abatement has been accomplished at no cost to the County of San Bernardino or that such costs have been placed upon the tax rolls as a special assessment pursuant to Section 25845 of the Government Code, or when the Building Official's jurisdiction has been prompted by government acquisition of the property, the Building Official shall record in the Department of Registrar-Recorder a document terminating the above declaration.**
7. **Any person having any right, title, lien or interest in the property or any part thereof, or the Building Official, may request a hearing regarding the substandard condition of a building or property after the building or property is posted. A request by any person other than the Building Official shall be made in writing to the County of San Bernardino within thirty (30) days after the building or property is posted. All persons who desire to be heard may appear before the County of San Bernardino to show that the property is or is not substandard or to show cause why the substandard condition should not be ordered repaired.**

- 8. If neither the Building Official nor the lot owner(s) requests a hearing and the substandard conditions as set forth in the Notice of Substandard Property is not completed within the time specified in such notice, the Building official may cause such other work to be done to the extent necessary to eliminate the substandard conditions which had been found to exist.**
- 9. If either the Building Official or the lot owner(s) request a hearing within the proper time as provided in Section 7, the County of San Bernardino shall hold such hearing. Not less than ten (10) day prior to the hearing, the Building Official shall serve or cause to be served either in the manner required by law for the service of summons or by first class mail, postage prepaid, a copy of the Notice of Hearing upon the lot owner to whom Section 4 required that the Notice of Substandard Property be served.**
- 10. The Notice of Hearing shall state the following:**
 - a. The street address and legal description sufficient for identification of the premises which is substandard.**
 - b. The conditions because of which the Building official believed that the building or property is substandard.**
 - c. The date, hour, and place of the hearing.**
- 11. The Building official shall post one copy of the Notice of Hearing in a conspicuous place on the substandard property, not less than ten (10) days prior to the hearing.**
- 12. When the County of San Bernardino finds that any property is substandard property, it is hereby declared a public nuisance and, based on its findings, the County of San Bernardino shall order the abatement of the nuisance by such means as the County of San Bernardino deems most feasible.**
- 13. The Building Official, after determining that conditions warrant reconsideration, may bring any matter before the County of San Bernardino for rehearing. At such rehearing, the County of San Bernardino will consider all evidence submitted and, after such reconsideration, may find that further postponement is unwarranted and so order, or may find that a new order for abatement and/or postponement of the County of San Bernardino action is warranted and order any abatement work considered necessary to be performed by a specified date, after which date the Building Official shall cause such work to be performed or completed without further notice.**

14. Any person having the legal right to do so may do any work required to remove the substandard conditions at any time prior to the time when the County of San Bernardino does so, but if such person does such work after the time specified in the Notice of Substandard Property if no hearing was requested, otherwise, after the time specified in the last order of the County of San Bernardino, all costs incurred by the in-preparation for the doing of such work are chargeable to the property and shall be collected as provided in Sections 12 and 18.

If such work is completed after the Building Official or purchasing agent has awarded a contract for such work, the contractor shall receive actual costs incurred prior to notification of such deletion. If such work is completed before the Building Official or purchasing agent has awarded a contract, the amount specified in Section 16 shall be the costs incurred by the County of San Bernardino.

15. If any County of San Bernardino order made pursuant to Section 12 and 13 is not complied with within the period designated, the Building Official may then cause such work to be done to the extent necessary to eliminate substandard conditions determined to exist by the County of San Bernardino. No notice of such order need be given to any person other than the lot owners.

16. The costs involved in the repair of substandard property by the Building Official shall become a special assessment against the property.

17. The Building Official shall notify, in writing, the lot owner(s) of the amount of such assessment resulting from such work. Within five (5) days of the receipt of such notice, lot owner(s) and any other person having any right, title or interest in the property or part thereof, may file with the Building Official a written request for a hearing on the correctness or reasonableness, or both, of such assessment.

If the total assessment determined as provided for in this Section is not paid in full within ten (10) days after mailing of such notice by the Building Official, the Building official shall place such charge as a special assessment on the tax bill for the property pursuant to Section 25845 of the Government Code.

18. The assessment shall be collected at the time and in the same manner as ordinary County taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary County taxes. All laws applicable to the levy, collection, and enforcement of County taxes shall be applicable to such special assessment.

- 19. No person shall obstruct, impede or interfere with any Building Official or any representative of the Building Official, or with any person who owns or holds any interest or estate in a substandard lot which has been ordered by the Building Official or by the County of San Bernardino to be repaired whenever the Building Official or such Owner is engaged in repairing, or removing any substandard conditions, pursuant to these CC&Rs or in the performance of any necessary act preliminary to or incidental to such work or authorized or directed pursuant hereto.**
- 20. In case the Owner shall fail, neglect or refuse to comply with the directions in the Notice of Substandard Property (if neither the owner nor any other person request a hearing) or with any order of the County of San Bernardino, the Owner shall be guilty of a misdemeanor and the Building Official may cause such owner of the building or property to be prosecuted as violator of the Municipal Code or the County of San Bernardino.**
- 21. The provisions of these CC&Rs shall not in any manner limit or restrict the County of San Bernardino from enforcing County Ordinances or abating public nuisances in any other manner provided by law.**

IN WITNESS WHEREOF, said Declarant has caused the execution hereof.

DECLARANT:

Michael S. Rafferty and Yvonne R. Rafferty
Trustees of the Rafferty Family Trust, dated September 28, 1987

BY: Michael S. Rafferty TRUSTEE
Michael S. Rafferty, Trustee

BY: Yvonne R. Rafferty TRUSTEE
Yvonne R. Rafferty, Trustee

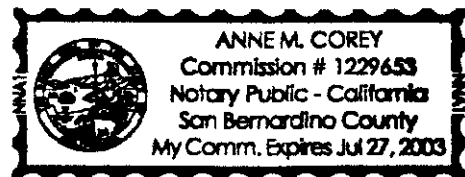


STATE OF CALIFORNIA }
COUNTY OF SAN BERNARDINO } ss.

On AUGUST 16, 1999, before me, ANNE M. COREY,
personally appeared MICHAEL S. RAFFERTY AND YVONNE R. RAFFERTY, 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.

Signature Anne M. Corey



(This area for official notarial seal)

Title of Document	<u>AMENDED DECLARATION OF CC&R's</u>
Date of Document	_____ No. of Pages _____
Other signatures not acknowledged	_____

1. within a fully enclosed garage, with the exception of one motor home and/or one RV trailer, including horse trailers, not to exceed must be stored behind the main residence and
2. No trade, business or industry shall be
3. licensed Forester as diseased or unless is reasonable and practical, the native plants and preserved.
4. The main floor living area of any dwelling unit feet for a non-story residence or 2,400 square feet,
12. bred, raised or kept an any lot in said Subdivision.
13. Each animal-raising land use includes all structures necessary to maintain and care for such animals (e.g. barn, corral, stable). Such structures shall comply with all Covenants, Conditions, and Restrictions of this Declaration.
18. welfare of the Subdivision as a residential community. completed and said Subdivision be established as as rapidly as possible, nothing in this Declaration shall follows:
20. Composite Development Department of Building and Safety.
21. Should any provision of this Declaration be declared unlawful or unenforceable by a court of law having competent jurisdiction, the balance of the provisions shall not be affected thereby and shall remain in full force and effect.
5. with such notice shall begin as of the date the owner or person notice by personal service or registered or certified mail. designated period shall begin ten (10) days following owner to receive such notice shall not affect the validity
9. either in the manner required by law for the service postage prepaid, a copy of the Notice of Hearing upon the required that the Notice of Substandard Property be served.
10. The Notice of Hearing shall state the following:
14. contract for such work, the contractor shall receive actual notification of such deletion. If such work is purchasing agent has awarded a contract, the amount specified costs incurred by the County of San Bernardino.
20. In case the Owner shall fail, neglect or refuse Substandard Property (if neither the owner nor any other person any order of the County of San Bernardino, the Owner shall be guilty of the Building Official may cause such owner of the building or

property
violator of the Municipal Code or the County

I DECLARE UNDER THE PENALTY OF PERJURY THAT THE FOREGOING IS A TRUE
AND CORRECT COPY OF THE ORIGINAL ATTACHED HERETO:

SIGNED: W. Bright

DATE: AUGUST 16, 1999

PLACE: SAN BERNARDINO, CA