

## **Declaration of Restrictions ("The CC&Rs")**

SPRING VALLEY LAKE

TRACT 8097

THIS DECLARATION, made this 18th day of December, 1969 by FIRST AMERICAN TITLE COMPANY OF SAN BERNARDINO, a California corporation (herein referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all that certain real property in the County of San Bernardino, State of California, and more particularly described on that certain map ("Map") entitled "Tract No. 8097" and recorded in the Office of the County Recorder of San Bernardino County, California, on September 11, 1969, in Book 104 of Maps, pages 55 to 63, inclusive, Records of San Bernardino County; and

WHEREAS, Declarant intends to sell and convey said lots, except lots 353 and 354 which shall be used for water utility purposes and before doing so desires to establish a general plan ("General Plan") for the improvement and development of said lots; and

WHEREAS, all of the real property described in the Map comprises in the aggregate a portion of Spring Valley Lake General Subdivision (hereinafter referred to as the "Subdivision") to which other real property of Declarant may be annexed in the manner provided in paragraph VII herein, and upon said annexation shall become a part of the Subdivision and shall become subject to said General Plan; and

WHEREAS, in accordance with said General Plan, Declarant desires to subject said lots and such other property in the Subdivision which may be annexed, as provided herein, to the following covenants, conditions, restrictions and reservations (hereinafter referred to as the "Restrictions") upon and subject to which all or any portion of said lots and Subdivision shall be held, improved and conveyed:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Declarant hereby certifies and declares that it has established and does hereby establish a General Plan for the protection, maintenance, development and improvement of said lots and the Subdivision as a whole and that in accordance with said General Plan, said lots are and shall be held and conveyed upon and subject to the conditions and restrictions hereafter set forth, each and all of which are for the benefit of the owner of each part or portion thereof and each and all of which (a) shall apply to and bind not only the Declarant while the owner of any part

## **Declaration of Restrictions ("The CC&Rs")**

or portion thereof, but also each and every future owner thereof or any part thereof; (b) shall inure to the benefit of not only the Declarant, but also to the benefit of each, every and any future owner of each, every and any portion thereof and to the benefit of BOISE CASCADE PROPERTIES, INC., a corporation, (c) shall run with the land and be binding upon all parties having or acquiring any right, title or interest in the real property, or any part thereof, subject to such Restrictions, and (d) may be enforced not only by the Declarant, its successors and assigns, but also by each and every and any future owner of any portion of said Subdivision then subject to such restrictions.

Said General Plan and Said Restrictions now made applicable to said property are as follows:

### **I**

Wherever used in this declaration, the following terms shall have the following meanings:

(a) "Said Tract" means the property above described;

(b) "Subdivision" means the Spring Valley Lake General Subdivision as a whole and consisting of that certain real property situated in Apple Valley, County of San Bernardino, State of California, encompassing approximately 1959 acres to be subdivided into 13 tracts and an aggregate of approximately 3800 subdivided lots as shown on the tentative master plan map of Spring Valley Lake on file with the San Bernardino County Planning Commission, together with, should BOISE CASCADE PROPERTIES, INC., acquire the same, a portion of that certain real property situated adjacent and contiguous to the above said 13 tracts generally described as a portion of the east one-half (1/2) of section 34 and a portion of the east one-half (1/2) of the south-east one-fourth (1/4) of section 27 and a portion of the north-west one-fourth (1/4) of the south-west one-fourth (1/4) of section 26 and the west one-half (1/2) of the south-west one-fourth (1/4) of the south-west one-fourth (1/4) of section 26, township 5 north, range 4 west, San Bernardino Base and Meridian, and consisting of not more than 250 acres or 1000 subdivided lots;

(c) "Building," "Structure" and "Outbuilding" shall include both the main portion and structures and all projections therefrom;

(d) "Lot" means one of the numbered parcels on the tract map recorded in the Office of the County Recorder of San Bernardino County;

(e) "Street" means any street, highway or other thoroughfare shown on the map;

## **Declaration of Restrictions ("The CC&Rs")**

(f) "Golf Course" means the property designated by BOISE CASCADE PROPERTIES, INC., its successors and assigns for use as a Golf Course;

(g) "Lake" means that certain artificial 200 acre lake and lake beaches situated within the boundaries of the Subdivision and designated by BOISE CASCADE PROPERTIES, INC., its successors and assigns, for use as beach and lake purposes.

(h) "Lakefront Lots" means those lots within the subdivision which adjoin the lake; and

(i) "Said General Plan" means the general plan herein provided for.

### **II**

These Restrictions shall apply to each subdivided numbered lot, save and except for those designated for future public utility or recreational use; provided, however, Declarant hereby covenants and agrees that any such lots so designated shall be held, maintained and used by Declarant, its grantees, successors or assigns for the public utility or recreational purposes intended and for no other purposes.

### **III**

(a) No building, garage, patio, outbuilding, fence or other structure shall be constructed, erected, altered, remodeled, placed, maintained or be permitted to remain on any lot, or any portion thereof, unless and until three complete sets of plans and specifications therefor, including finished grading plans, plot plan showing location of such structure on the building site, floor and roof plan, exterior elevation, sections and salient exterior details and color scheme, including the type and locations of hedges, walls and fences, shall have been submitted to and approved in writing by any two (2) members of the "Architectural Committee" which shall be composed of not more than three (3) members.

(b) The three (3) members of the Architectural Committee shall be initially selected and appointed by Declarant to serve without compensation. Any member of the Architectural Committee may be removed at any time with or without cause and any vacancies from time to time existing shall be filled by appointment of Declarant, or in the event of Declarant's failure to so appoint within two (2) months after such vacancy then by the Board of Directors of the Spring Valley Lake Association hereinafter provided. When ninety (90%) percent of the then aggregate number of lots in all recorded units of the Subdivision have been sold by Declarant, or a lapse of two (2) years from the date of the Final Subdivision Public Report of the California Department of Real Estate applicable to the next preceding tract of the Subdivision, regardless of whether or not ninety (90%) percent of the aggregate number of lots in all recorded tracts of the Subdivision have been sold,

## **Declaration of Restrictions ("The CC&Rs")**

shall be sufficient to place control for such appointments and removals in the said Association's Board of Directors.

The Architectural Committee shall be initially composed of the following three members:

PETER LACQUES, THOMAS W. PERRY, and ROBERT C. ONORATO

(c) Said plans and specifications shall be delivered to the office of Declarant at the Subdivision, or such other place as shall be designated by Declarant, or such other place as from time to time shall be designated by the Architectural Committee.

(d) Said Architectural Committee may from time to time, as a means of defraying its expenses, require a reasonable filing fee to accompany the submission of plans to it. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendations.

(e) Said Architectural Committee shall have the power and authority to approve or disapprove the plans and specifications; and approval of said plans, specifications and plot plan may be withheld not only because of noncompliance with any of the specific covenants, conditions and restrictions contained in this Declaration, but also by reason of the reasonable dissatisfaction of the Committee with the grading plan, location of the structure on the lot or building site, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height, and style of the proposed structure or altered structures, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, the location of air conditioning, evaporative coolers or other mechanical equipment, all of which shall be designated on the plans and specifications, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee, will render the proposed structure inharmonious or out of keeping with the General Plan of improvement or with the structures erected on other lots in the Tract. Said Architectural Committee may, if it so desires, adopt rules governing its procedures.

(f) The approval of the Committee of any plans or specifications submitted for approval as herein specified for use on any building site shall not be deemed a waiver by the Committee of its right to object to any of the features or elements embodied in such plans and specifications if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other building sites.

(g) The approval, disapproval, or conditional approval of such plans, specifications and plot plans shall be in writing and delivered to the applicant with one set of the submitted documents, provided, if the Committee fails to approve or disapprove such plans and specifications and plot plan within thirty (30) days after said plans,

## **Declaration of Restrictions ("The CC&Rs")**

specifications and plot plan have been submitted to it, it shall be presumed that the Committee has approved said plans, specifications and plot plan as submitted. If, after such plans and specifications and plot plan have been approved, the building, fence, wall or other structure shall be altered, erected or maintained upon the lot or building site otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee having been obtained as required by this Declaration.

(h) Notwithstanding the approval by the Committee, Declarant, their agents, employees or independent contractors, of any plans or specifications for any structure or improvement as above provided, each person submitting such plans or specification shall be solely responsible for the sufficiency thereof and by acceptance of the conveyance of a lot by Declarant, or its successors or assigns, the Grantee hereby releases the Committee, Declarant, their agents, employees and independent contractors from all loss or damage or claim thereof arising from any defect or alleged defect in such plans and specifications and the purchaser further agrees to indemnify and hold harmless the Committee, Declarant, their agents, employees and independent contractors from any claim asserted by third parties arising out of any such defects.

(i) Any approval by the Architectural Committee shall not relieve the owner from obtaining the consent and approval, when necessary, of the appropriate department or commission of the County of San Bernardino.

(j) Whenever the Committee shall approve plans and specifications for a boat shelter, pier, float, dock or similar structure, on or extending into the lake, such approval shall constitute a mere revocable license from the Association for the construction, placement and maintenance of the proposed structure and should any such structure become in a state of disrepair the owner thereof shall remove the same upon written notice to do so by the Association.

(k) The Committee may allow reasonable variances and adjustments of these restrictions in order to overcome practical difficulties and prevent unnecessary hardship, provided such adjustment will not be potentially detrimental or injurious to the other property or improvements in the Subdivision.

## **IV**

(a) No building, structure or improvement shall be constructed, erected, altered, placed or permitted to remain on any lot subject to those Restrictions other than one single-family dwelling designed for occupation for not more than one family together with appurtenant outbuildings, save and except for those lots specifically zoned by the Official Land Use Ordinance for the County of San Bernardino, as the same may be amended from time to time, for multiple-family or commercial purposes. Such multiple-residential lots or commercial lots shall be used only for

## **Declaration of Restrictions ("The CC&Rs")**

the purpose allowed by such applicable zoning restrictions. However, if and while two or more of said single-family residential lots or portions thereof having a combined area equal to or greater than the original area of either of said lots which are contiguous and held in the same ownership and only one main residence is located on said combined area, the other lot or lots or portions thereof may be used for private outbuildings and grounds appurtenant to such main residence.

(b) Every single-family residential dwelling constructed on a lot shall contain a living area of 900 square feet, or more, exclusive of carports, garages and covered porches.

(c) Every dwelling unit within a multiple-family residential dwelling constructed on a lot shall contain a living area of 400 square feet, or more, exclusive of carports, garages, covered porches, terraces, patios or balconies.

(d) Each single-family residential dwelling lot shall be subject to the following set back provisions:

(1) No building, or any part thereof, shall be placed, erected, or maintained on any of said lots within twenty-five (25) feet of the front property line.

(2) An interior side-yard shall be maintained on one side of each of said lots of at least five (5) feet in depth from the side property line to the building line of any structure and an interior side-yard shall be maintained on the other side of each of said lots of at least ten (10) feet in depth from the side property line to the building line of any structure.

(3) A rear-yard shall be maintained on each of said lots of at least fifteen (15) feet from the property line to the nearest structural projection, save and except that on all lake front lots a rear-yard shall be maintained on each of said lake front lots of at least thirty-two (32) feet from the property line to the nearest structural projection.

(e) Each multiple-family residential dwelling lot shall be subject to the following set back provisions:

(1) No building, or any part thereof, shall be placed, erected or maintained on any of said lots within twenty-five (25) feet of the front property line.

(2) An interior side-yard shall be maintained on each of said lots of at least five (5) feet in depth from all side property lines to the building line of any structure.

(3) A rear-yard shall be maintained on each of said lots of at least ten (10) feet from the property line to the nearest structural projection.

## **Declaration of Restrictions ("The CC&Rs")**

- (f) No individual sewage disposal system shall be permitted on any lot.
- (g) Construction of a structure, once commenced, shall be diligently prosecuted to completion.
- (h) No temporary home, trailer, tent, garage, or other outbuilding shall be placed or erected on any lot; provided, however, that the Committee may grant permission for any such temporary structure for storage or materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place. No used structures shall be relocated or placed on any lot.
- (i) Outbuildings or garages erected and maintained upon any lot or building site shall conform generally in architectural design and exterior material to the dwelling house to which they are appurtenant, and may be, but need not be attached to said dwelling.
- (j) No animals or livestock, except as hereafter provided, shall be kept on any lot. Domestic cats, dogs and birds may be kept as household pets; provided, that they are not kept, bred, or raised for commercial purposes or in unreasonable quantities. Horses may be kept on any lot, which complies with the Land Use Ordinance of the County of San Bernardino permitting and regulating the same.
- (k) No person, except BOISE CASCADE PROPERTIES, INC., or its duly authorized agent, or its successors in interest, shall erect or maintain upon any lot any sign, advertisement, billboard, or other advertising structure of any kind; provided, however, that the owner of any lot shall have the right to place or display on his property a "For Sale" sign of customary and reasonable dimensions.
- (l) No exposed television antennas shall be permitted on any lot.
- (m) No lot may be used for the purpose of an asylum or other mental institution.

## **V**

- (a) Every person, including Declarant, who acquires title, legal or equitable, to any lot in the subdivision shall become a member of Spring Valley Lake Association, A California non-profit corporation ("Association"); provided, however, that said membership is not intended to apply to those persons who hold an interest in any such lot merely as security for performance of an obligation to pay money, e.g., mortgages, deeds of trust, or real estate contract purchases. Declarant's membership (by reason of ownership of unsold lots) need not be evidenced by Certificates of Membership as provided in the Association's By-Laws.
- (b) The general purpose of the Association is to further and promote the community welfare of the property owners in the Subdivision and to provide for the

## **Declaration of Restrictions ("The CC&Rs")**

management, maintenance, repair, upkeep and operation of the lake recreational facility within the Subdivision and other properties within the Subdivision, as it may own from time to time.

(c) BOISE CASCADE PROPERTIES, INC., will, within one (1) year from the date hereof, convey to Declarant in irrevocable trust for the Association, fee simple title in and to certain recreational amenities within the Subdivision consisting of swimming beaches and parking areas and the 200 acre artificial lake property being constructed within the subdivision, save and except for that portion of the lake property within Tract 8104 situated within the Golf Course.

Said property shall thereafter be conveyed free and clear of all encumbrances to the Association upon the expiration of five (5) years from the date hereof or when 51% of the lots within the Subdivision have been sold, whichever occurs first.

(d) The first Board of Directors of the Association will be as set forth in the Articles of Incorporation of the Association to act only until 51% of the lots in the Subdivision have been sold or until one year from the date of sale of the first lot in the Subdivision, whichever occurs first, at which time the continuance of the same or the selection of another body shall be determined by the lot owners as provided in the By-Laws of the Association to serve until the date of the annual meeting set forth in the By-Laws when Directors shall be elected for the succeeding year.

(e) The Association shall be operated pursuant to and shall have all the powers that are set forth in its Articles of Incorporation and By-Laws including the power to levy reasonable assessments against the lots in the Subdivision, including those of Declarant, to provide for the operation of the lake recreation facility as aforesaid.

(f) Each lot owner in the Subdivision shall, by acceptance of a deed thereto, or the signing of an agreement or contract to purchase the same, be bound to pay all assessments determined and levied upon such lot and such obligation shall constitute an obligation running with the land. The sale or transfer of any lot shall not affect any lien provided herein.

(g) No lot owner may exempt himself from liability from any assessment by waiver of the benefits for which assessment was levied or by non-use of such benefits or the abandonment of the lot.

(h) Every assessment made shall be paid to the Association or its designated agent for collection on or before the date established by its Board of Directors pursuant to the resolution adopted by such Board fixing the amount of such assessment.

(i) In the event that the lot owner shall fail to pay any assessment levied at the time and in the amount directed, such assessment shall and will become a lien upon the lot assessed upon the recordation of the Notice of Assessment by the



## **Declaration of Restrictions ("The CC&Rs")**

Board of Directors as provided in the By-Laws of the Association, which notice shall state the name of the delinquent lot owner, description of the lot, the amount claimed (with any proper offsets allowed), that the claim of lien is made by the Board of Directors pursuant to the Association By-Laws and that the lien claimed is an amount equal to the amount of the delinquent assessment.

(j) Upon the payment of the delinquent assessment, together with the charges in connection therewith, the Board of Directors shall cause to be recorded a Satisfaction and Release of the lien upon the lot so affected.

(k) All liens herein provided for shall be enforceable in the same manner as a mortgage or deed of trust.

(l) Each lot subject to the jurisdiction of the Association shall be assessed equally.

### **VI**

Declarant hereby reserves and further declares that upon the conveyance of any lot within the Subdivision there is reserved the following:

(a) All the water and water rights, in, under, over or to any part thereof, including the right to develop water thereon, transport or export water therefrom.

(b) An easement for the use and benefit of the several public utility companies which are authorized to serve the Subdivision over and across those portions of the lots shown in the recorded maps of said Subdivision as public utility easements or as shown in any title report as a recorded public utility easement.

(c) Easements for the use and benefit of the water and sewer companies which are authorized to serve the Subdivision over and under those portions of the lots shown on the recorded maps of said Subdivision as water or sewer easements or as shown in any title report as a recorded water or sewer easement.

(d) An easement for the installation, construction, maintenance and operation of radio and television transmission cables over and across the portions of the lots shown on the recorded maps of said Subdivision as public utility easements.

(e) Easements and rights-of-way for the benefit of the owner of the property underlying the lake for the construction, maintenance, repair, flooding, submerging, control or use for lake purposes over and across those portions of the lots shown on the recorded maps of said Subdivision as lake easements and lakeshore easements.

(f) Within the easements described herein 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 the lake, or which may obstruct or retard

## **Declaration of Restrictions ("The CC&Rs")**

the flow of water through drainage channels in the easements, or which may change the direction of flow of drainage channels in the easements. Improvements or planting within such areas shall be maintained by the respective lot owner, except for those for which a public authority or utility company is responsible.

Neither Declarant nor the Association shall be liable for damage caused by erosion, washing or other action of the water of the lake within the boundaries of the Subdivision and by acceptance of the conveyance from Declarant, each grantee hereby releases Declarant, its agents, employees, successors and assigns, including the Association, for any such damage.

### **VII**

(a) Declarant, its successors or assigns, may, from time to time and in its sole discretion, within four (4) years from the date hereof, annex into the Subdivision the other real property owned and/or acquired by Declarant in San Bernardino County which is contemplated to be included in the Subdivision and referred to in Article 1, Paragraph (b) above.

(b) Such annexation shall become effective and the Association shall have and accept and exercise jurisdiction over the property covered thereby, when Declarant shall have recorded a tract map with respect to such annexed property covered thereby, together with a declaration which may consist of more than one document and which shall, among other things:

(1) Describe the real property which is annexed to the Subdivision;

(2) Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to these Restrictions; and

(3) Set forth or refer to any such additional, new, modified or other limitations, restrictions, covenants and conditions which may be applicable to such annexed property.

(c) Such declaration may incorporate these Restrictions therein by reference to the pertinent recording dates or may be in the form and length of these Restrictions; provided, however, that in either event:

(1) No such annexation shall materially increase the assessments on existing property owners;

(2) There shall be no discrimination against existing property owners;

## **Declaration of Restrictions ("The CC&Rs")**

(3) The Association's power to make assessments and enforce liens shall not be curtailed with respect to such newly annexed property; and

(4) Each declaration may impose additional limitations upon the property subject thereto but shall not null or void any provisions of these Restrictions or those pertaining to other tracts, which are then a part of the Subdivision.

### **VIII**

No gainful occupation, profession or trade or other non-residential use shall be conducted on any single-family or multiple-family residential lot or in any building thereon without prior written approval of the Architectural Committee.

### **IX**

Said lots shall not, nor shall any part thereof, be used for the purposes of mining, quarrying, drilling, exploring for, taking or producing therefrom, oil, gas or other hydrocarbon substances, minerals or ores of any kind.

### **X**

No noxious or offensive activity shall be carried on upon any lot or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.

### **XI**

(a) The covenants, conditions and restrictions herein contained shall run with said land and shall be binding and in force and effect until December 31, 2000, for the mutual benefit of all the lots in said Subdivision.

(b) At any time prior to December 31, 2000, the owners of record of 55% of the lots in said Subdivision, subject to these Restrictions, may extend the term during which said covenants, conditions and restrictions shall bind and affect said Subdivision to December 31, 2015, by executing and acknowledging an instrument in writing to the effect which shall be duly recorded with the County Recorder of San Bernardino County, California.

(c) The easements and reservations herein contained shall be perpetual unless released by the declarant grantor and/or those persons or corporations to whom such rights have been assigned and conveyed as herein provided.

### **XII**

## **Declaration of Restrictions ("The CC&Rs")**

The violation or breach of any of the covenants, conditions, restrictions or reservations herein contained shall give the Declarant and/or BOISE CASCADE PROPERTIES, INC., and/or the Architectural Committee and/or any owner or owners of lots subject to these restrictions in said Subdivision the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the covenants, conditions, restrictions and reservations, to prevent or enjoin them from so doing, to cause said violation to be remedied, or to recover the damages for said violation. The prevailing party in any such litigation shall be entitled to attorneys' fees from the other party. The remedies provided herein shall be cumulative and not exclusive.

### **XIII**

The owners of record of 55% of the lots subject to these Restrictions may, at any time, modify, amend, cancel or annul, with respect to all of said Subdivision, all or any of the covenants, conditions and restrictions contained in this Declaration and any supplement or amendment thereto, by instrument in writing signed by said owners and acknowledged by them so as to entitle it to be recorded in the Office of the County Recorder of San Bernardino County, California.

### **XIV**

Any and all of the rights, powers and reservations of Declarant and/or BOISE CASCADE PROPERTIES, INC., and/or the Architectural Committee herein contained, may be assigned to any other corporation or association which will assume the duties of Declarant and/or BOISE CASCADE PROPERTIES, INC., and/or the Architectural Committee pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its consent in writing to accept such assignment and assume such duties, it shall to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant and/or BOISE CASCADE PROPERTIES, INC., and/or the Architectural Committee herein.

### **XV**

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Association, BOISE CASCADE PROPERTIES, INC., the Architectural Committee, and the owner or owners of any lot subject to these Restrictions, or their, and each of their, legal representatives, heirs, successors and assigns.

### **XVI**

Invalidation of any of these conditions by judgment or court order shall in no way affect any other condition, which shall remain in full force and effect.

## Declaration of Restrictions ("The CC&Rs")

IN WITNESS WHEREOF, the Declarant herein has caused its corporate name to be hereunto subscribed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed the day and year first above written.

S E A L

FIRST AMERICAN TITLE COMPANY OF SAN BERNARDINO

By:s/ Larry L. Meek Vice President

By:s/ Lorene Meek Secretary

STATE OF CALIFORNIA }

} SS.

County of San Bernardino}

On December 18, 1969, before me, the undersigned a Notary Public in and for said County and State, personally appeared Larry L. Meek and Lorene Meek known to me to be the Vice-President and Secretary, 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 Bylaws or a resolution of its Board of Directors.

WITNESS my hand and Official Seal.

s/ Elizabeth T. Ullery

Notary Public in and for said County and State

Recorded:

December 18, 1969 as Instrument No. 542,  
Official Records of San Bernardino County

### FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS FOR SPRING VALLEY LAKE COMMUNITY ASSOCIATION

COMES NOW, the Spring Valley Lake Association, a California non-profit mutual benefit corporation, being the Declarant, and having obtained the vote or written consent of more than 55% of the votes entitled to be cast by each class of members, and by this instrument, amends that certain Declaration of Restrictions dated December 18, 1969 and recorded of even date as Instrument No. 542 in the Official Records of San Bernardino, California, in the following respects:

## Declaration of Restrictions ("The CC&Rs")

(1) by adding those sections contained in Exhibit(s) A-1 and A-2, copies of which are attached hereto and incorporated herein by this reference;

In witness whereof, the Spring Valley Lake Association executes this instrument on this 28th day of January, 1991.

SPRING VALLEY LAKE ASSOCIATION,  
A California non-profit mutual benefit corporation

BY: s/Sheridan Newcomer.  
Sheridan Newcomer, President

BY: s/Dona Spezza.  
Dona Spezza, Secretary

State of California                 )  
  
  )ss.

County of San Bernardino)

On January 28, 1991, before me, the undersigned, a Notary Public, in and for the County and State, personally appeared Sheridan Newcomer and Dona Spezza, known to me to be the agent(s) of the Corporation that 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 resolution of the Board of Directors.

Witness my hand and official seal

s/Sharon Ann Grosse.  
Notary Public

EXHIBIT A-1

### FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR THE SPRING VALLEY LAKE ASSOCIATION

COMES NOW THE SPRING VALLEY LAKE ASSOCIATION, a California non-profit mutual benefit corporation, being the Declarant, having obtained the vote or written consent of more than fifty-five percent (55%) of the votes entitled to be cast by each class of members, and by this instrument, amends that certain Declaration of Restrictions dated December 18, 1969 and recorded of even date as Instrument No. 542 in the Official Records of San Bernardino, California, in the following respects only:

## **Declaration of Restrictions ("The CC&Rs")**

1. Add to Article VII a section (d) which shall read as follows:

"The Board of Directors shall be authorized and empowered to allow the annexation of that certain property known as "Sage Hen Ranch," more particularly described as follows: (SEE EXHIBIT A-2), into the Spring Valley Lake Association. The owner of "Sage Hen Ranch" may add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, and shall cause same to be done as hereinafter provided in this Article VII, or in any other manner permitted by law."

"Annexation Procedures." The annexation of Sage Hen Ranch authorized by this Section shall be made by recording in the Office of the County Recorder of San Bernardino County, the Declaration of Annexation with respect to the property to be annexed, which shall extend the scheme of this Declaration to the property to be annexed. The Declaration of Annexation shall contain at least the following:

(a) A legal description of the annexed property, including a designation of that portion of said property which are lots, common areas and slope maintenance areas, respectively, names and addresses of the record owner or owners of said properties; the names and addresses of the beneficiaries and trustees of all mortgages and trust deeds which constitute liens against the property as of the date said Declaration is so recorded;

(b) A statement submitting the annexed property to this Declaration, which shall be referenced by title and date and Instrument No. of recording;

(c) A statement of the use restrictions imposed upon the annexed property as part of the general plan for the project, which restrictions may be the same as or different than those set forth in this Declaration; and

(d) A statement submitting the annexed property to the control of the Architectural Committee established by this Declaration, the Bylaws, or Articles of Incorporation for Spring Valley Lake.

Such Declaration of annexation may contain such additions and modifications of the covenants and restrictions contained herein as may be necessary to reflect the different character, if any, of the annexed property and as are not inconsistent with the scheme of this Declaration. In no event, however, shall any Declaration of Annexation revoke, modify or add to the covenants or restrictions established by this Declaration with respect to the property originally subject to this Declaration, except as otherwise provided herein.

In addition to the requirements set forth hereinabove, the Board of Directors shall establish the terms upon which annexation shall take place."

## Declaration of Restrictions ("The CC&Rs")

IN WITNESS WHEREOF, the Spring Valley Lake Association executes this instrument on this 28th day of January, 1991.

SPRING VALLEY LAKE ASSOCIATION,  
A California non-profit mutual benefit corporation.

BY: s/Sheridan Newcomer.  
Sheridan Newcomer, President

BY: s/Dona Spezza.  
Dona Spezza, Secretary

State of California                    )  
  
  ) ss.

County of San Bernardino)

On January 28, 1991, before me, the undersigned, a Notary Public, in and for the County and State, personally appeared Sheridan Newcomer and Dona Spezza, known to me to be the agent(s) of the Corporation that 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 resolution of the Board of Directors.

Witness my hand and official seal

s/Sharon Ann Grosse.  
NOTARY PUBLIC

### EXHIBIT A-2

"Tentative Tract No. 14087, being a subdivision of a portion of Section 26, Township 5 North, Range 4 West, San Bernardino Base and Meridian, in the County of San Bernardino, State of California, according to the official government plat thereof, dated March 19, 1856, and more particularly described as follows: Beginning at a 2-1/2 iron pipe tagged R.C.E. 6820, marking the southwesterly corner of said section 26; thence along the southerly line of said section 26, north 89 degrees 29' 09" east, 2,671.38 feet to a 3" by 4" redwood post set in a mound of rocks and marking the south 1/4 corner of said section 26; thence north 40 degrees 56' 08" west, 729.37 feet to the true point of beginning; thence north 50 degrees 24' 46" west, 347.64 feet; thence north 00 degrees 44' 45" west, 570.00 feet; thence north 89 degrees 15' 15" east, 300.00 feet; thence north 00 degrees 44' 45" west, 300.00 feet; thence north 89 degrees 15' 15" east, 240.00 feet; thence south 59 degrees 08' 19" east, 228.96 feet; thence south 18 degrees 16'



## **Declaration of Restrictions ("The CC&Rs")**

47" west, 306.76 feet; thence south 20 degrees 46' 35" west, 308.61 feet; thence south 32 degrees 05' 22" west, 473.57 feet to the true point of beginning."

Recorded:

January 29, 1991, as Instrument No. 91-032814,  
Official Records of San Bernardino County

Amendments to the Covenants, Conditions and Restrictions, Article XI, paragraphs (a) and (b) were duly voted upon by the membership of Spring Valley Lake Association at a called meeting on November 23, 1996.

### **SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS FOR SPRING VALLEY LAKE COMMUNITY ASSOCIATION**

COMES NOW, the Spring Valley Lake Association, a California non-profit mutual benefit corporation, being the Declarant, and having obtained the vote or written consent of more than 55% of the votes entitled to be cast by each class of members, and by this instrument, amends that certain Declaration of Restrictions dated December 18, 1969 and recorded of even date as Instrument No. 542 in the Official Records of San Bernardino, California, in the following respects:

Amendment to the Covenants, Condition and Restrictions Article XI, paragraphs (a) and (b) as follows:

(a) The covenants, conditions and restrictions herein contained shall run with said land and shall be binding and in force and effect until December 31, 2015, for the mutual benefit of all the lots in said Subdivision.

(b) At any time prior to December 31, 2015, the owners of record of 55% of the lots in said Subdivision, subject to these Restrictions, may extend the term during which said covenants, conditions and restrictions shall bind and affect said Subdivision to December 31, 2030, by executing and acknowledging an instrument in writing to the effect which shall be duly recorded with the County Recorder of San Bernardino County, California.

IN WITNESS WHEREOF, the Spring Valley Lake Association executes this instrument on this 27th day of January, 1997.

SPRING VALLEY LAKE ASSOCIATION,  
A California non-profit mutual benefit corporation

BY: s/John E. Graff.  
John E. Graff, President

## Declaration of Restrictions ("The CC&Rs")

s/Melvin J. Breig.

Melvin J. Breig, Secretary

State of California )

)

County of San Bernardino )

On January 27, 1997, before me, Sharon Grosse, a Notary Public, personally appeared John E. Graff and Melvin J. Breig, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

s/Sharon Grosse.

Notary Public

Recorded:

January 29, 1997, as Instrument No. 19970030075,  
Official Records of San Bernardino County

**DENNIS DRAEGER**  
ASSESSOR – RECORDER – CLERK

P Counter

Recording Requested By:

Spring Valley Lake Association

When Recorded, Return To:

Thomas S. Gatlin, Esq.  
EPSTEN GRINNELL & HOWELL, APC  
10200 Willow Creek Road, Ste. 100  
San Diego, CA 92131

Doc#: 2012-0066655



Titles: 1 Pages: 4

Fees	24.00
Taxes	0.00
Other	1.00
PAID	\$25.00

For Recorder's Use

**FIFTH AMENDMENT TO DECLARATION OF  
RESTRICTIONS**

THIS FIFTH AMENDMENT is made on this 20 day of December, 2011, by Spring Valley Lake Association, Inc., a nonprofit mutual benefit association ("Association"), with reference to the following:

**RECITALS**

A. Association is an common interest subdivision whose members are the owners of all the lots within that certain real property in the County of San Bernardino, State of California, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference.

B. Spring Valley Lake Association was developed as a planned development, as defined in Section 1351(f) of the California Civil Code, and consists of separate interest lots and common area lots.

C. Ownership of the lots is currently subject to the covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges set forth in the "Declaration of Restrictions" recorded December 18, 1969 in Book 7356, Page 1 as Instrument No. 542 of the Official Records of the County Recorder of San Bernardino County. The Declaration of Restrictions was amended by a First Amendment thereto recorded January 29, 1991 as Instrument No. 91-032814; by a Second Amendment thereto recorded on January 29, 1997, as Instrument No. 19970030075; by a Third Amendment thereto recorded on May 18, 1999 as Document No. 19990211305; and by a Fourth Amendment thereto recorded on June 17, 2002 as Document No. 2002-0314219 all of Official Records of San Bernardino County, California. The original Declaration and the First, Second, Third and Fourth Amendments thereto are hereinafter collectively referred to as the "Declaration".

D. The Declaration, in Article XIII, provides that it may be amended by the affirmative vote or written consent of 55% of the lot subject to the Declaration. The undersigned President and Secretary of the Association certify that, to the best of their knowledge, the affirmative vote or written consent of at least the required percentage of the lots subject to the Declaration has been obtained.

E. Under California Civil Code section 1355, an amendment is effective after (1) approval of the percentage of owners required by the governing documents has been given, (2) that fact has been certified in a writing executed and acknowledged by the Association President if no officer has been designated in the original Declaration for such purpose, and (3) the writing has been recorded in the county in which the community is located.

F. Association and its Members now desire to amend the Declaration as set forth below.

**NOW THEREFORE**, The original Article XI of the Declaration is hereby deleted and replaced with the following new Article XI which will read as follows:

#### XI

The provisions of this Declaration shall continue in effect for a term of fifteen years from the date of recordation of this amendment. Thereafter, it shall be automatically extended for successive periods of fifteen years, unless and until, by the affirmative vote of the owners of record of 55% of the lots in said Subdivision, the membership of Association decides to terminate the Declaration and the easements and reservations contained herein. This Section shall not preclude amending this Declaration during the term of its existence, as provided in Article XIII hereof.

1. Except as expressly amended herein, the Declaration shall remain in full force and effect and bind the Association and the Members.

IN WITNESS WHEREOF, this Amendment is executed on the day and year hereinabove written by the undersigned Officers.

#### SPRING VALLEY LAKE ASSOCIATION

By:   
President

By:   
Secretary

(Attach Proper Notary Certificate(s) of Acknowledgment)



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Tract No. 8027, as per map recorded in Book 109 of Maps, pages 20 to 30, inclusive, records of San Bernardino County, California.

Tract No. 8030, as per map recorded in Book 106 of Maps, pages 5 to 12, inclusive, records of San Bernardino County, California.

Tract No. 8031, as per map recorded in Book 105 of Maps, pages 28 to 36, inclusive, records of San Bernardino County, California.

Tract No. 8032, as per map recorded in Book 108 of Maps, pages 1 to 13, inclusive, records of San Bernardino County, California.

Tract No. 8097, as per map recorded in Book 104 of Maps, pages 55 to 63, inclusive, records of San Bernardino County, California.

Tract No. 8098, as per map recorded in Book 104 of Maps, pages 71 to 75, inclusive, records of San Bernardino County, California.

Tract No. 8099, as per map recorded in Book 105 of Maps, pages 10 to 18, inclusive, records of San Bernardino County, California.

Tract No. 8100, as per plat recorded in Book 105 of Maps, pages 96 to 103, inclusive, records of San Bernardino County, California.

Tract No. 8101, as per map recorded in Book 104 of Maps, pages 82 to 88, inclusive, records of San Bernardino County, California.

Tract No. 8102, as per plat recorded in Book 107 of Maps, pages 5 to 14, inclusive, records of San Bernardino County, California.

Tract No. 8103, as per map recorded in Book 107 of Maps, pages 45 to 50, inclusive, records of San Bernardino County, California.

Tract No. 8104, as per plat recorded in Book 107 of Maps, pages 94 to 102, inclusive, records of San Bernardino County, California.

Tract No. 8238, as per map recorded in Book 109 of Maps, pages 75 to 79, inclusive, records of San Bernardino County, California.

Tract No. 8307, as per map recorded in Book 111 of Maps, pages 79 to 82, inclusive, records of San Bernardino County, California.

Tract No. 10487, as per map recorded in Book 481 of Maps, pages 36 to 37, inclusive, records of San Bernardino County, California.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On 2/08/2012 before me, Jeaneen L. Beam, Notary Public

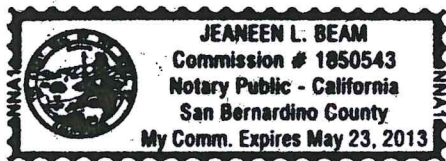
personally appeared Ernest L. Martell, Derek W. Couse

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeaneen L. Beam



Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here