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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

BEAR VALLEY HOMES

THIS DECLARATION is made on this 6th day of June, 1984, by BEAR VALLEY HOMES, a General Partnership, hereinafter referred to as "Grantor".

PREAMBLE

A. Grantor is Owner of certain property ("Properties") located in the County of San Bernardino, State of California more particularly described as follows:

Lots 1 through 41, inclusive, and Common Area Lots X, Y & Z, of Tract #11796-1, as shown on a Subdivision Map, recorded on October 20, 1983, in Book 169, Pages 47, 48 & 49 inclusive, of Miscellaneous Maps in the Office of the San Bernardino County Recorder, State of California.

B. Grantor has deemed it desirable, for the efficient preservation of the values and amenities in the Properties, to create a corporation under the General Nonprofit Mutual Benefit Corporation Laws of the State of California to which be delegated and assigned the powers of owning and maintaining the Common Area as hereinafter defined, maintaining those portions of the Properties under its jurisdiction as hereinafter described, and administering and enforcing the covenants, conditions and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

C. Grantor will or has caused such corporation, the members of which shall be the respective Owners of Lots in the Properties, to be formed for the purpose of exercising such functions.

D. Grantor intends to develop and convey all of the Properties pursuant to a general plan for all of the Properties and subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all running with the Properties as hereinafter set forth.

E. The initial development of the Properties will be the first phase of a multiphase planned unit development consisting of residential Lots 1 through 41, inclusive, of Tract #11796-1 and Common Area Lots X, Y & Z of said Tract. The first phase of the residential development will consist of spanish styled dwelling structures ranging in dwelling sizes from approximately 913 square feet to approximately 1460 square feet. The first phase development of the Common Area Lot(s) will consist of the amenities of private streets, walkways and two tennis courts. Additional real property may be annexed to the Properties and become subject to this Declaration pursuant to Article XVI. The proposed completed project will consist of 291 residential lots and intended to be developed in five phases. There is no guarantee that all phases will be completed, nor that the number of lots or the recreational facilities and amenities in each phase will be developed. The project will be consistent with the overall development plan submitted to the Veterans Administration. Each residential Lot shall have appurtenant to it a membership in the corporate homeowners' Association which will be the management body for the overall planned unit development project and owner of the Common Area Lots. Each Owner

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will have a non-exclusive easement of enjoyment to the Common Area Lots subject to the provisions of Article II of this Declaration.

F. An application has been submitted to the County of San Bernardino, by Grantor, for the development of the Properties and as a condition of approval for the proposed development, the County of San Bernardino has required that certain provisions be included in this Declaration of Restrictions. Said conditions of approval are on file with the County.

G. Grantor hereby declares that all of the Properties shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Properties, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Properties or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with the Properties and shall be binding upon all persons having any right, title or interest in the Properties, or any part thereof, their heirs, successors and assigns; shall inure to the benefit of every portion of the Properties and any interest therein; and shall inure to the benefit of and be binding upon Grantor, each Owner and their respective heirs, executors and administrators; may be enforced by Grantor, by any Owner or by the Association (as hereinafter defined).

## ARTICLE I

### DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used herein shall have the meanings hereinafter specified.

Section 1. "ARC" shall mean the architectural review committee created pursuant to Article VIII hereof.

Section 2. "Articles" shall mean the Articles of Incorporation of the Association filed or to be filed in the office of the Secretary of State of the State of California, and such Articles may be amended from time to time.

Section 3. "Common Assessment" shall mean the annual charge against each Owner and his Lot, representing a portion of the total, ordinary costs of maintaining, improving, repairing, replacing, managing and operating the Common Area and property under jurisdiction of the Association and the Common Expenses of the Association, which said charges are to be paid uniformly and equally by each Owner to the Association, as provided herein.

Section 4. "Special Assessments" shall mean a charge against a particular Owner and his Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action, pursuant to the provisions of this Declaration.

Section 5. "Reconstruction Assessment" shall mean a charge against each Owner and his Lot, representing a portion of the cost to the Association for reconstruction of any portion of the Common Area or property under its jurisdiction pursuant to the provisions of this Declaration.

Section 6. "Capital Improvement Assessment" shall mean a charge against each Owner and his Lot, representing a portion of the costs to the Association for installation or construction of any improvements on any portion of the Common Area or property under its jurisdiction which the Association may from time to time authorize, pursuant to the provisions of this Declaration.

Section 7. "Association" shall mean JASMINE STREET HOMEOWNERS ASSOCIATION, a corporation formed under the General Nonprofit Mutual Benefit Corporation Law of the State of California, its successors and assigns.

Section 8. "Association Funds" shall mean the maintenance accounts created for receipts and disbursement of the Association, pursuant to Article VI hereof and shall include an Operating Fund and a Reserve Fund.

Section 9. "Beneficiary" shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust, as the case may be, and the assignees of such mortgage or beneficiary.

Section 10. "Board" or "Board of Directors" shall mean the Board of Directors of the Association, elected in accordance with the Bylaws of the Association.

Section 11. "Bylaws" shall mean the Bylaws of the Association, as adopted by the Board initially and such Bylaws may be amended by the membership of the Association from time to time.

Section 12. "Common Area" shall mean and refer to those portions of the Properties and improvements thereon, including but not limited to the private streets, walkways, and tennis courts which are owned by the Association for the common use and enjoyment of all of the Owners. The Common Area to be so owned by the Association at the time of conveyance of the first Lot in the Properties shall include that certain real property located in the County of San Bernardino, State of California, more particularly described as follows:

Lots X, Y & Z of Tract 11796-1, as shown on Subdivision Map, filed in Book 169, Page 47, 48 & 49, inclusive, of Miscellaneous Maps, in the Office of the San Bernardino County Recorder.

Section 13. "Common Expense" shall mean the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Area and property under the Association's jurisdiction (including unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments and those Common Assessment costs not paid by the Owner responsible for payment); costs of management and administration of the Association to managers, accountants, attorneys and other employees; the cost of liability insurance, workers' compensation insurance, if required, and other insurance covering the Common Area or property under the Association's jurisdiction; the costs of bonding the members of the management body; amounts paid by the Association for discharge of any lien or encumbrance levied against the Properties, or portions thereof; taxes paid by the Association; the costs of any commonly metered utilities and other commonly metered charges for the Properties; the cost of all utilities, gardening and other services benefitting the Common Area and property under the Association's jurisdiction, and the costs of any other item or items

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designated by the Association for any reason whatsoever in connection with the Properties, for the benefit of all the Owners.

Section 14. "Declaration" shall mean this instrument as it may be amended from time to time.

Section 15. "Deed of Trust" shall mean a mortgage or deed of trust, as the case may be.

Section 16. "Dwelling" shall mean a building located on a Lot designed and intended for use and occupancy as a residence by a single family.

Section 17. "Grantor" shall mean Bear Valley Homes, a General Partnership, its successors and/or any person which it shall have assigned any rights hereunder by express written assignment if such successors or assigns should acquire more than one (1) undeveloped Lot from Grantor for the purpose of development. The term "Declarant" when used herein shall be synonymous with the term "Grantor".

Section 18. "Family" shall mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (2) a group of not more than five (5) natural persons not all so related, inclusive of their domestic servants, who maintain a common household.

Section 19. "Lot" shall mean any residential lot or parcel of land shown upon any recorded subdivision map of the Properties.

Section 20. "Manager" shall mean the Person appointed by the Association hereunder as its agent and delegated certain duties, powers or functions of the Association as further provided in this Declaration and in the Bylaws.

Section 21. "Member" shall mean any Person holding a membership in the Association as provided in this Declaration.

Section 22. "Mortgage"; "Mortgagee"; "Mortgagor" shall mean any mortgage or deed of trust or other conveyance of a Lot or other portion of the Properties to secure the performance of an obligation, which will be reconveyed upon the completion of such performance. The term "Deed of Trust" or "Trust Deed" when used herein shall be synonymous with the term "Mortgage". The term "Mortgagee" shall mean a person or entity to whom a Mortgage is made and shall include the Beneficiary of a Deed of Trust. "Mortgagor" shall mean a person or entity who mortgages his or her Lot to another (i.e., the maker of a Mortgage), and shall include the Trustor of a Deed of Trust. The term "Trustor" shall be synonymous with the term "Mortgagor", and the term "Beneficiary" shall be synonymous with the term "Mortgagee".

Section 23. "Notice and Hearing" shall mean written notice and a public hearing before a forum appointed by the Board, at which the Owner concerned shall have an opportunity to be heard in person, or by counsel at Owner's expense, in the manner further provided in the Bylaws pursuant to California Corporation Code §7341.

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Section 24. "Owner" shall mean the Person or Persons, including Grantor, holding fee simple interest of record to any Lot which is a part of the Properties, including sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation. For purposes of Article X only, unless the context otherwise requires, Owner shall also include the family, guests, invitees, licensees and lessees of any Owner.

Section 25. "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

Section 26. "Properties" shall mean all of the real property described in Paragraph A of the Preamble to this Declaration.

Section 27. "Record"; "Recorded"; "Filed" or "Recordation" shall mean, with respect to any document, the recordation of such document in the office of the County Recorder of the County of San Bernardino, State of California.

Section 28. "Phase 1" shall mean and refer to the Properties to be developed consisting of residential Lots 1 through 41, inclusive, and Common Area Lots X, Y & Z of Tract #11796-1.

Section 29. "Property Under the Association's Jurisdiction" shall mean and refer to that property not owned by the Association, but under its jurisdiction for maintenance.

ARTICLE II

OWNERS' RIGHTS IN COMMON AREA

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of ingress and egress and of enjoyment in, to and over the Common Area, including the annexations thereto, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area, including, but not limited to, the right and obligation of the Association to enforce all parking restrictions within the Common Area as set forth in Section 2 of Article II herein.

(b) The right of Grantor and its sales agents, representatives and prospective purchasers, to the non-exclusive use of the Common Area and the facilities thereof, without cost, for access, ingress, egress and use, (including, but not limited to, the use of signs pursuant to Article X, Section 4), in order to dispose of the Properties and annexations thereto as provided herein, until the close of escrow for the sale of all of the Lots in the Properties and annexation thereto or for a period of five (5) years, whichever occurs first; provided, however, that such use shall not unreasonably interfere with the rights of the other Owners as provided herein.