

**REQUESTED BY:**  
Orange Coast Title Company

84-232040

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when recorded return to:

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4000 MacArthur Boulevard  
Suite 6000 - West Tower  
Newport Beach, California 92658-0290

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RECORDED IN OFFICIAL RECORDS  
SEP 27 1984 AT 8 A.M.  
SAN BERNARDINO COUNTY, CALIF

S-9123-4

SUPPLEMENTARY DECLARATION OF RESTRICTIONS  
FOR  
BEAR VALLEY HOMES

84-232040

SUPPLEMENTAL DECLARATION OF RESTRICTIONS

FOR

BEAR VALLEY HOMES

THIS SUPPLEMENTAL DECLARATION OF RESTRICTIONS is made this 21<sup>st</sup> day of September, 1984, by BEAR VALLEY HOMES, a California general partnership (hereinafter referred to as the "Grantor").

PREAMBLE

A. Grantor is the owner of that certain real property located in the County of San Bernardino, State of California, more particularly described as:

Lots 1 through 41, inclusive, and common area lots X, Y and Z, of Tract 11796-1, as shown on a Map recorded in Book 169, Pages 47 to 49, inclusive, of Maps in the Office of the County Recorder for San Bernardino, California.

B. On June 22, 1984, Grantor recorded that certain Declaration of Restrictions for Bear Valley Homes as Instrument No. 84-146937, Official Records of San Bernardino County, California (hereinafter referred to as the "Declaration"). The Properties are effected by the terms and provisions of the Declaration. Grantor is the sole owner of all lots in the properties, and as such, desires to supplement the Declaration for the purpose of adding certain terms or provisions for maintenance and use of zero lot line walls and easements within the Project.

NOW, THEREFORE, Grantor hereby supplements the Declaration by adding Article XIX entitled "Zero Lot Line Walls and Easements;

ARTICLE XIX

ZERO LOT LINE WALLS AND EASEMENTS

Section 1. Introduction. Bear Valley Homes is a single-family residential planned development project of a "zero lot line" design, where each Residence is situated upon its respective Lot in such a manner as to create a front yard, back yard and a side yard. As described in this Article, this design utilizes two (2) types of boundary walls and fences: Zero Lot Line Walls and Decorative Walls, which are described and defined hereinbelow. The rights and responsibilities of all Owners with

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respect to Zero Lot Line Walls and Decorative Walls shall be as set forth in this Article.

Section 2. Zero Lot Line Walls. The particular structural wall of a Residence which is located upon the "effective" Lot line shall be referred to as a "Zero Lot Line Wall." Zero Lot Line Walls serve as the effective boundary between certain contiguous and adjacent Lots in the Project. Each Residence shall be constructed with its Zero Lot Line Wall located parallel to and within approximately three (3) feet of the actual property line between said Lots. The zero lot line system of ownership is created by the establishment of permanent easements appurtenant to the Lots as more particularly described hereinbelow.

Section 3. Establishment of Zero Lot Line Easements. In order to create and establish a zero lot line system of ownership within the Project, Declarant shall create, establish and reserve permanent and perpetual easements appurtenant to certain Lots (hereinafter referred to as the "Dominant Tenements") on, over and across those certain portions of their respective adjacent Lots (hereinafter referred to as the "Servient Tenements"), which are more particularly shown and set forth on Exhibit "A". Said easements shall be used for landscaping purposes only and shall be subject to each and all of the covenants set forth in this Declaration.

Section 4. Ownership of Zero Lot Line Walls. Ownership of each Zero Lot Line Wall shall be vested in the Owner of the Servient Tenement upon which the Zero Lot Line Wall is located. Notwithstanding said vesting of ownership, the rights and obligations of the Owners with respect to the use, enjoyment, maintenance and repair of the Zero Lot Line Walls shall be as set forth herein.

Section 5. Maintenance of Zero Lot Line Walls. The Owner of the Servient Tenement shall paint, maintain, and repair the Zero Lot Line Wall, including that portion which faces the Dominant Tenement Owner's Lot, in a neat, clean, safe, sanitary and attractive condition at all times, and shall bear all costs thereof. Notwithstanding the foregoing, in the event of any painting, maintenance or repair is required due to the fault of the Owner of the Dominant Tenement, the Owner of the Dominant Tenement shall promptly cause said work to be performed and shall bear all costs thereof.

Section 6. Use and Maintenance of Easement Areas. Each Dominant Tenement Owner shall have the right and responsibility to landscape and otherwise maintain the Easement Area appurtenant to his Lot in a neat, clean, safe, sanitary and attractive condition at all times, and shall bear all costs thereof. Said Owner shall not, however, plant any tree, shrub or other

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landscaping upon the Easement Area which would: (a) impair or otherwise threaten the structural integrity of any adjacent Residence; or (b) interfere with the Servient Tenement Owner's right of access as more particularly set forth hereinbelow. Neither the Dominant Tenement Owner nor the Servient Tenement Owner shall construct, install or erect any Improvement upon any Easement Area, except as expressly permitted by the Architectural Control Committee. The Owner of the Dominant Tenement shall not drive any nail, screw or other object into the Zero Lot Line Wall or otherwise damage the appearance or structural integrity thereof.

Section 7. Servient Tenement Owner's Access Rights. The Owner of the Servient Tenement shall have an easement for ingress, egress and access on, over and across the Easement Area and the Dominant Tenement Owner's Lot as may be reasonably necessary to allow the Owner of the Servient Tenement to paint, maintain and repair the Zero Lot Line Wall and his Residence. Except in the case of a bona fide emergency, the Owner of the Servient Tenement shall give the Owner of the Dominant Tenement at least twenty-four (24) hours prior written notice of his intention to enter upon the Dominant Tenement Owner's Lot and the Easement Area, and shall perform all necessary work during reasonable daylight hours. In the event of an emergency, such entry may be made at any time and without notice. Under all circumstances, the Owner of the Servient Tenement shall use his best efforts to minimize the duration of the work and the inconvenience to the Owner of the Dominant Tenement.

Section 8. Indemnification by Dominant Tenement Owner. Each Owner of a Dominant Tenement shall indemnify and save the Owner of the respective Servient Tenement harmless from and against any and all liability arising out of or otherwise resulting from any negligent act or omission of the Owner of the Dominant Tenement relating to the exercise of its rights or the performance of its obligations hereunder.

Section 9. Indemnification by Servient Tenement Owner. Each Owner of a Servient Tenement shall indemnify and save the Owner of the respective Dominant Tenement harmless from and against any and all liability arising out of or otherwise resulting from any negligent act or omission of the Owner of the Servient Tenement relating to the exercise of its rights or the performance of its obligations hereunder.

Section 10. Decorative Walls. Any wall or fence which (a) generally parallels the street in front of any Zero Lot Line Residence or connects any such front wall and the Residence, or (b) borders the side yard of any Zero Lot Line Lot on a corner Lot is referred to in this Declaration as a "Decorative Wall."

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Section 11. Ownership of Decorative Walls. Ownership of each Decorative Wall or portion thereof shall be vested in the Owner of the Lot upon which said Wall or portion thereof is located. Notwithstanding said vesting of ownership, the rights and obligations of the Owners with respect to the use, enjoyment, maintenance and repair of the Decorative Walls shall be as set forth herein.

Section 12. Maintenance of Decorative Walls. The rights and responsibilities of the Owners of Zero Lot Line Lots with respect to the maintenance and repair of Decorative Walls shall be as follows:

(a) Corner Lot Side Walls. The Owner of each Zero Lot Line Lot on a corner Lot shall maintain any Decorative Wall located along his side yard in a neat, clean, safe, sanitary and attractive condition at all times, shall perform all structural repairs and shall bear all costs thereof.

(b) Front Walls. As a result of the Zero Lot Line system of ownership, that portion of any Decorative Wall which bounds the Easement Area portion of any Servient Tenement Lot is of primary benefit to the Owner of the Dominant Tenement to which such Easement Area is appurtenant. Accordingly, each Owner shall maintain and perform all structural repairs of any Decorative Wall, or portion thereof, which bounds any Easement Area appurtenant to such Owner's Lot. Each Owner shall keep his respective Decorative Walls in a neat, clean, safe, sanitary and attractive condition at all times, and shall bear all costs thereof. Each Owner shall remain secondarily liable for the maintenance of any Decorative Wall, or portion thereof, located upon such Owner's Lot for which the Owner of an adjacent Lot is primarily responsible pursuant to this paragraph. In the event it becomes necessary for such Owner to perform any maintenance for which he is only secondarily liable, said Owner shall have a right of indemnification for all costs incurred in the performance of such maintenance from the Owner who is primarily liable.

Notwithstanding the foregoing, in the event any maintenance or repair is required due to the fault of any other Owner, such Owner shall bear all the costs of such maintenance. Each Owner shall maintain any and all Decorative Walls for which he is primarily responsible in a uniform color scheme and may construct, erect, raise, remove or otherwise alter any such Wall, including any portion thereof which is owned by an adjacent Lot Owner, only in accordance with the provisions of that Article herein entitled "Architectural Control - Approval."

Section 13. Boundary Fences. Any wall or fence which borders the rear boundary of any Lot or which extends between the rear boundary and a Residence is referred to in this Declaration

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as a "Boundary Fence." Ownership of each Boundary Fence or portion thereof shall be vested in the Owner of the Lot upon which said Fence, or portion thereof, is located. Notwithstanding said vesting of ownership, the rights and obligations of the Owners with respect to the use, enjoyment, maintenance and repair of the Boundary Fences shall be as set forth herein.

Section 14. Maintenance of Boundary Fences. The Owner of each Zero Lot Line Lot shall maintain any Boundary Fence located upon his Lot in a neat, clean, safe, sanitary and attractive condition at all times, and shall bear all costs thereof. In the event any such Boundary Fence serves as the effective boundary between two (2) or more Lots in the Project, the Owners of such Lots shall share equally in the cost and responsibility of such maintenance. Notwithstanding the foregoing, in the event any maintenance or repair is required due to the fault of any other Owner, such Owner shall bear all costs of such maintenance. Each Owner shall maintain any Boundary Fence for which he is responsible in a uniform color scheme and may construct, erect, raise, remove or otherwise alter any such Boundary Fence only in accordance with the provisions of that Article herein entitled "Architectural Control - Approval."

Section 15. Right of Contribution. The right of any Owner to contribution from any other Owner for work performed pursuant to this Article shall be appurtenant to and shall run with the land and shall be binding upon the Owners and their successors, assigns and grantees.

EXCEPT AS HEREBY SUPPLEMENTED, the Declaration shall remain in full and effect.

IN WITNESS WHEREOF, the undersigned being the Grantor, has executed this document on the day and year first written above.

GRANTOR:

BEAR VALLEY HOMES, a general partnership

By: Charles L. Hermansen TRUSTEE  
CHARLES L. HERMANSEN, Trustee  
of CHARLES L. HERMANSEN TRUST,  
a General Partner

By: Frank Woolsey G.P.  
FRANK WOOLSEY, a General Partner

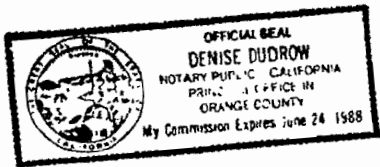
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Orange )

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on Sept 21, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES L. HERMANSEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Trustee of the Charles L. Hermansen Trust, and acknowledged to me that said Trust executed the within instrument pursuant to its Declaration of Trust, being known to me to be a general partner of Bear Valley Homes, the partnership that executed the within instrument, and acknowledged to me that such Trust executed the same as such general partner and that such partnership executed the same.

WITNESS my hand and official seal.

Denise Dudrow  
Signature of Notary Public



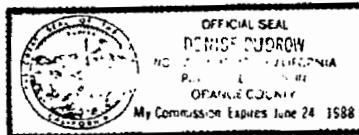
(SEAL)

STATE OF CALIFORNIA )  
COUNTY OF Orange ) ss.

On Sept. 21, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared FRANK WOOLSEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed the within instrument as a general partner on behalf of Bear Valley Homes, the partnership therein named, and acknowledged to me that the partnership executed the same.

WITNESS my hand and official seal.

Denise Dvorow  
Signature of Notary Public



(SEAL)

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PHASE I

Dominant Tenement Lots

Servient Tenement Lots

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