Declaration of Covenants, Conditions and Restrictions Tract No. 8143

This Declaration, made this 20th day of April, 1972, by COLORADO RIVER CO., a limited partnership, having its principal place of business in the City of Pasadena, County of Los Angeles, California; River-of-the-Sun Co., a limited partnership, having its principle place of business in the City of Pasadena, California, and Grayco Land Escrow, Ltd., as trustees; all having an equitable interest in that certain real property, which said Tract No. 8143 is a portion thereof, are hereinafter referred to collectively as Declarants.

WITNESSETH:

WHEREAS, Central California Land Development Co. is the Lessee under that certain lease dated February 26, 1964, by and between the Secretary of the interior, United States of America and Central California Land Development Co., recorded in Book 6133, page 503, as document No. 329 of Official Records of San Bernardino County, California.
And

WHEREAS, Central California Land Development Co. has subsequently assigned all right, title and interest under said lease, to River-of-the-Sun Co., the above named Declaring, by an Assignment of Lease, dated March 3, 1967 recorded in Book 6787, Page 967, document No. 177 of Official Records of San Bernardino County, California.
And

WHEREAS, Colorado River Co., Is the Lessee under that certain sublease, dated March 3, 1967 by and between River-of-the-Sun Co. and said Colorado River Co., recorded in Book 6787, page 971 as document No. 178 of Official Records of San Bernardino County, California.
And

WHEREAS, Colorado River Co., and River-of-the-Sun Co. have assigned their respective right, title, and interest in and to said Leases to Grayco Land Escrow, Ltd., as Trustee, by an Assignment of Lease dated March 29, 1968, recorded April 10, 1968, in Book 7007, Page 339, as instrument number 610 of Official Records of San Bernardino County, California.
And

WHEREAS, All of the lots and parcels contained within this subdivision are a port of the lands under said Leases,
And

WHEREAS, The covenants, conditions, reservations and restrictions (thereinafter referred to as "Restrictions") are for the purpose of enhancing and protecting the value, desirability and attractiveness of all of the lots and parcels.

NOW, THEREFORE, the Declarants do herby make and adopt the following Declaration of Restrictions, which shall be applicable to each and every lot and parcel in that Certain Tract No. 8143, as recorded in Book 114, Pages 61 to 71, inclusive, of Maps in the office of the county recorder of San Bernardino County, California.

This Declaration is designed for the mutual benefit of all of the lots and parcels in said Tract, and Declarations have fixed, and do hereby fix, the protective Restrictions upon which all lots and parcels of said Tract should be held, leased, encumbered or conveyed. Each and all of the Restrictions are for the mutual benefit of all the lots and parcels in said Tract and each of the parties acquiring any right, title or interest therein and shall run with the land and shall inure to the benefit of each and every parcel of land therein and shall apply to and bind the respective successors in interest thereof.

Said Restrictions are as follows:

1. That all of the lots in said Tract 8143, expecting Lot 69 shall be designated as R-1, Single Family Residential Lots, and shall be used and occupied solely for the purpose of a single family residence and/or such uses as set forth in the R-1 Classification of Uses as established by Ordinance No. 678 of the County of San Bernardino as the same is adopted or from time to time amended.

2. Lot 69, shall be designated, used and occupied as a well and water storage site, and shall be used and occupied for the storage of water, pumps and appurtenant water delivery faculties.

3. That no structure erected thereon shall be nearer than the minimum building setback line as indicated on the recorded map of said Tract 8143.

4. That in order to maintain the general appearance of the lots and parcels within this Tract, the Declarants do hereby establish a Committee of Architecture, which shall approve, prior to construction, the plans and specifications of any building or addition thereto, on every lot within this Tract until March 2, 1982. On that date this particular Provision of the Restrictions shall terminate and shall not be subject to renewal, as provided in paragraph 9 hereafter. The Committee of Architecture shall be composed of three (3) members, who shall be appointed or designated by the Declarants, and they shall receive any and all plans and specifications so submitted when accompanied by the appropriate fee as shall be set by the Committee. A majority of the Committee may designate a representative to act for it. In the event of the death, incapacity or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

   All plans and specifications to be approved by the Committee of Architecture shall be submitted to the office of the Declarants at 123 N. Lake Ave., Pasadena, California, or at such other place as may be designated as their principal place of business.

5. That no wall, fence, or other dividing structure higher than three and one-half feet (31/2) shall be permitted within the front property line and the front setback line on any lot within this tract.

6. No temporary buildings, tents, shack, garage, barn or other outbuilding shall be used at any time for human habitation either temporarily or permanently; except that after the plans and specifications for construction or principal buildings have been approved by the Committee of Architecture and upon its written consent a house trailer may be used for a period not to exceed six months from the date of approval of said plans and specifications.

7. The exterior portions of all buildings which are constructed of wood, stucco, or cement shall be painted or stained immediately upon completion or shall have color mixed in the final coat.

8. All residents' structure shall be completed and have approved plumbing installed before occupancy.

9. No dwelling shall be permitted on any lot or parcel, the habitable floor area of which (exclusive of basement, porches and garages) is less than 850 square feet.

10. These Restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them until March 2, 1982, at which time said Restrictions shall be automatically extended for successive periods of ten (10) years, unless by vote of the then Lessees of a majority of the lots in said Tract, it is agreed to change said Restrictions in whole or in part.

11. Invalidation of any one of these Restrictions by judgment or by court order shall not affect any of the other provisions, which shall remain in full force and effect.

12. A breach of any of the foregoing Restrictions shall not defeat or render invalid the lien of any mortgage, or deed of trust given in good faith and for value.

13. These Restrictions shall be binding upon any transferee of any lot or parcel in said Tract whose interest is acquired by foreclosure, trustee's sale or otherwise.

IN WITNESS WHEREOF, the Declarants have caused their names to be affixed hereto this 20th day of April 1972.

RIVER-OF-THE-SUN CO.,
A Limited Partnership

By CENTRAL CALIFORNIA LAND DEVELOPMENT CO., a Corporation General Partner

By CARLO P. GIUNTINI, President

By PAUL J. GIUNTINI, Secretary

GRAYCO LAND ESCROW, LTD., as Trustee

By THOMAS A. GRAY, Vice President

By MABEL K. ROBERTS, Secretary