



**CORPORATION GRANT NEED**

**ARROWHEAD LAKE CORPORATION**, a corporation organized under the laws of the State of California, with its principal place of business at Los Angeles, in consideration of TEN AND 00/100 (\$10.00) Dollars, to it in hand paid, receipt of which is hereby acknowledged, does hereby grant to **ANATOL M. JOSEPHO**, a married man as his separate property, that certain parcel of real property in the County of San Bernardino, State of California, to be known as **JOSEPHO PARCEL 1, ARROWHEAD WOODS**, described as follows:

All that portion of the Southeast quarter of Section 15, and of the Northeast quarter of Section 22 in Township 2 North, Range 3 West, San Bernardino Base & Meridian, described as follows:

COMMENCING at the most Westerly corner of **Lot 101 of Tract 2492, Arrowhead Woods Tract #76**, as per plat thereof recorded in Book 35 of Maps, Pages 57 to 59, records of San Bernardino County; thence South 22° 37' East 88.18 feet along the Westerly line of said lot 101 to the most Southerly corner of said Lot; thence along the Easterly line of said Tract 2492, North 46° 44' East 82 feet; thence North 19° 38' East 153 feet; thence North 2° 36' East 372 feet; thence North 9° 39' West 135.31 feet; thence North 35° 10' East 123 feet; thence North

2° 3' East 67.34 feet; thence North 15° 25' West 99 feet; thence North 10° 30' East 49 feet; thence South 84° 3' East 30 feet; thence North 20° 35' West 59 feet; thence North 35° 42' East 54.30 feet; thence North 82° 15' East 108.40 feet; thence North 49° 4' East 45.42 feet; thence North 5° 7' East 136.60 feet; thence North 86° 55' East 54.18 feet; thence South 82° 19' East 108.42 feet; thence North 57° 17' East 22.83 feet; thence North 14° 23' East 64.65 feet, to the Northeast corner of Lot 126 as shown on the plat of Tract 2492; thence along the Southerly and Easterly line of Fremont Road as shown on said plat, South 81° 21' East 10.03 feet; thence North 14° 23' East 136.97 feet; thence North 01° 54' East 99.90 feet; thence North 5° 44' West 12.71 feet; thence leaving the Westerly line of Fremont Road, North 42° 27' 30" East 434.14 feet to a point from which the Southeast corner of Section 15 bears South 24° 34' East a distance of 634.78 feet; thence South 14° 42' East 160.13 feet; thence South 17° 55' West 193.84 feet; thence South 4° 32' West 89.38 feet; thence South 7° 2' East 174.61 feet; thence South 6° 34' East 92.05 feet; thence South 22° 36' East 127.60 feet; thence South 17° 8' West 104.50 feet; thence South 5° 51' West 174.40 feet; thence South 2° 55' East 69.63 feet; thence South 2° 25' East 173.65 feet; thence South 7° 39' West 67.93 feet; thence South 2° 30' West 76.75 feet; thence South 8° 44' East 65.09 feet; thence South 25° 24' East 71.80 feet; thence South 46° 43' East 100.04 feet; thence South 4° 30' West 119.36 feet; thence South 2° 52' West 167.70 feet; thence South 72° 49' West 101.37 feet; thence South 88° 27' West 160.14 feet; thence South 80° 9' West 192.46 feet; thence South 63° 40' West 178.25 feet; thence North 60° 36' West 116.17 feet; thence South 72° 20' West 208.60 feet; thence South 35° 58' West 115.61 feet; thence North 54° 44' West 107.85 feet; thence North 2° 10' East 165.15 feet; thence North 10° 2' West 106.21 feet to a point in the South line of Fremont Road as shown on the map of Tract 2492; thence on the Southerly line of Fremont Road, North 76° 38' East 40.90 feet to the point of beginning, containing 29.53 acres more or less.

RESERVING AND WITHHOLDING from the grant and conveyance by this instrument made and effected, the following:

- (a) An easement and right-of-way for the construction, alteration, operation and/or maintenance of tunnels, conduits, and/or pipes, for the transmission, storage or use of water for power or irrigation purposes irrespective of whether such water, use, or purpose shall be appurtenant to the premises or not.
- (b) All the water and water rights in, under or flowing over said premises, or appurtenant thereto, or to any part thereof, including the right to develop water thereon, transport, and/or export water therefrom.
- (c) The right to use any fire roads and other roads in or upon said property in connection with fire-fighting, police, or other emergency activities, together with the right to assign same to public or private agencies engaged in such activities.
- (d) An easement and right-of-way for the construction, alteration, maintenance and repair of sewer pipes not over six inches in diameter, and used, or to be used, as laterals for conducting sewage from buildings to main sewers, or lateral sewers, located in roadways or on rights-of-way hereinbefore reserved.
- (e) All the trees, and all the roots, branches and parts thereto, growing on or that may hereafter grow, stand or be upon any part of said property, together with each and every right-of-way, easement and servitude which is necessary for the maintenance, care, growth, removal and development of each and every such tree, whether the same be standing or fallen, alive or dead; together with the right to remove any of said trees whenever, in the opinion of said Grantor, or its successors or assigns, the removal of any tree, or trees, is necessary for the improvement of the landscape, for the protection or reasonable use of improvements and/or buildings on any of said lots, and/or for the location or construction of buildings or improvements on any of said property.
- (f) An easement and right-of-way for the construction, maintenance and operation of public and/or private sewers and an easement and right-of-way for mains, pipes and conduits for the transmission and delivery of water for domestic, irrigation and other uses together with all equipment necessary or appurtenant thereto, each of said easements and rights-of-ways on and over that portion of said property lying within ten feet of the line or lines of each existing or contemplated road or highway adjoining said premises.

Each of the rights, easements and servitudes reserved hereunder (except as herein expressly otherwise stipulated) shall at all times be and remain a continuing right, easement and servitude, which may be exercised, used, availed of, and/or assigned, at any time, and from time to time, and the exercise, use, and/or assignment of any such right, easement, and/or servitude, shall never affect or impair the power of said Grantor, its successors and assigns, to again exercise, use, and/or assign each and every of said rights, easements, and servitudes at any subsequent time.

TO HAVE AND TO HOLD, to said Grantee, its successors and assigns, subject to the exceptions and reservations set forth herein and to the following conditions, each of which is hereby declared to be a condition subsequent, to-wit:

That, for the purpose of this conveyance and the proper understanding and application of the provisions hereof--

The Term "Buyer" shall designate and include all persons, firms or corporations deriving

title to, or any interest in, any of the lots or property hereinabove described, from the Grantee named herein, either directly or by means conveyance, or through any means whatsoever.

The term "Sea Level" as herein used shall be and shall be construed to be that certain datum plane or point which is 5122 feet below the level of that certain bench mark which is the top of a two inch iron pipe situate vertically in a concrete block and located 86 feet due South of the Section corner common to Sections 15, 16, 21, 22 in Township 2 North, Range 3 West, San Bernardino Base and Meridian, in the County of San Bernardino, State of California.

The term "Service Company" shall designate the Arrowhead Mutual Service Company, a corporation having its principal place of business at Lake Arrowhead, California.

The term "Arrowhead Woods" shall designate the lands and real property surrounding and immediately adjacent to Lake Arrowhead in said County and located in Township Two (2) North, Range Three (3) West, San Bernardino Base and Meridian, of which said lands the property hereinabove described is a part.

The term "Lake" shall designate that certain artificial lake or body of water known as Lake Arrowhead, crested and impounded by a certain dam constructed in Arrowhead Woods across and in Little Bear Creek in the Northwest Quarter (N.W.¼) of Section Fourteen (14) of the Township and Range last above mentioned.

The term "Shore line" shall designate the highest contour line which will be touched by the waters of the lake when the surface of said lake shall be at an altitude of 5122 feet above sea level.

The term "Reserved Strip" shall designate that certain area of land bounded by the shore line of the lake, as herein defined, and the highest contour line which would be touched by the waters of the lake if the surface of said lake should be 5132 feet above sea level; provided, however, that said reserved strip shall, in no case, include any land or area, the rainfall on which does not and cannot pass, by natural flow or seepage, into said Lake Arrowhead and further provided that whenever and wherever said contour line shall cross or lie within the boundaries of any subdivision or tract divided into lots, a map of which is filed for record in the Records of the County of San Bernardino duly signed by the owners of the said reserved strip, then and in each such case, the upper or outer boundary of said reserved strip shall thereafter, from and between the points of intersection of said contour line and the boundaries of said subdivision, follow and be coincident with that portion of the boundary of such subdivision which (between said points of intersection) is nearest to said shore line.

The term "Premises" shall designate the whole and all parts of the land hereinabove described.

The term "Residence" shall designate and include the main portion of any structure used as a dwelling on the premises, together with all projections therefrom or alterations or additions thereon or thereto or connected therewith.

The term "Inspector" shall designate any person employed or appointed by Arrowhead Lake Corporation, a corporation organized under the laws of the State of California, and having its principal place of business at Los Angeles, or the said Service Company, for the purpose of doing or performing any and/or all acts or things in and about Arrowhead Woods which are authorized by law to be done in the City of Los Angeles, California, by any inspector employed by or under the jurisdiction of the Board of Public Works of said City, or the Board of Public Service Commissioners of said City, or by or under the jurisdiction of the Health Department or Fire Department of said City.

The term "Architectural Committee" shall designate such persons or person as may be appointed from time to time by said Arrowhead Lake Corporation as such committee, and its functions as such shall include the duty of passing upon, approving or rejecting any and all applications for permission to erect buildings or improvements of any kind or nature in Arrowhead Woods. The identity of such committee shall be established, from time to time, by a notice posted by Arrowhead Lake Corporation, containing the names and addresses of such committee, and the date of their appointment, at the main office of Arrowhead Lake Corporation in the said City of Los Angeles, or at such other place as Arrowhead Lake Corporation may hereafter determine, and also at or adjacent to the Lake Arrowhead Postoffice. Arrowhead Lake Corporation shall have complete and perpetual authority to delegate the right of appointment of such committee to the Service Company, or to such other person, firm or corporation as it may choose. The failure of Arrowhead Lake Corporation to post, or keep posted, such notices, shall in no manner prevent it from thereafter appointing such a committee, nor shall such failure in any manner impair the validity or binding force of any provision, condition, restriction, or reservation herein contained, and

First: That said property may be used for residential purposes only.

Second: That such use is limited to the erection, maintenance and occupancy of one private one-family dwelling, together with a private stable, garage, studio, servant quarters and not to exceed two guest houses.

In the event that, and so long as, said premises are subdivided into not more than six building sites of not less than four acres each, the foregoing provisions of this paragraph Second shall apply severally to each such building site.

Third: That such use is also limited by the condition that no building may be erected

anywhere upon said premises that does not conform both as to design and location to plans, drawings and specifications which have been approved in writing by, and a copy of which are filed with, the Architectural Committee.

Fourth: That such use is also limited by the specific condition that on said premises no store, business or profession of any kind shall be maintained or carried on and that no residence shall be erected that is designed for occupancy of more than one family, and that no flat, double house, apartment house, tenement house, hotel, boarding and/or lodging house, or any cesspool, vault or privy, shall be erected, built or used.

Fifth: That the premises may be occupied and/or used only by persons of the white or Caucasian race and that no person of other or different race may occupy or use any portion thereof; provided that persons of other races actually employed as servants of a family entitled to occupy the premises may occupy such portion or portions of such premises as may be necessary in the proper discharge of their duties as such servants.

Sixth: That there shall never be any noxious thing, trade or business kept, maintained or permitted upon said premises, nor shall any livestock of any kind (other than riding and driving horses for private use) or live poultry, be kept, permitted or maintained upon the premises.

Seventh: That no building may be occupied for residential purposes unless and until furnished with modern plumbing fixtures adequate for disposal of all slops, and liquid refuse including sewage, and property connected to a sewer.

Eighth: That no garbage shall be permitted to remain on the premises for a period of more than four days and that no garbage or refuse shall be buried thereon or burned. That the premises shall be kept in a clean and sanitary condition free from any and all rubbish or refuse of any kind or character, and that there, must be removed therefrom any and all brush, undergrowth, shrubs, weeds, and dead plants of any kind that may constitute, in the opinion of the inspector, a dangerous fire hazard, and that such removal must occur within five days after notice by the inspector to the occupant or owner of said premises that such fire hazard exists.

Ninth: That no plumbing or sewer fixtures, pipes, or connections may be used, covered, enclosed or hidden from view until the same have been inspected and approved by the inspector. That no electric wiring, electric fixtures, flues, chimneys, heating apparatus or hot water apparatus, may be used, covered enclosed or hidden from view until inspected and approved by the inspector.

Tenth: That no building, fence, wall or other structure shall be erected or maintained upon the premises, nor shall any alteration (for which, if it were to be made in the City of Los Angeles, it would be necessary to secure a permit from any Board, or the Building Inspector, of said City) be made in the exterior or interior of any structure thereon, unless complete plans and specifications therefor, showing the nature, kind, shape, height, material and color scheme thereof, and indicating the location of such structure, or of such alterations to any structure, shall have been submitted to the Architectural Committee and approved in writing by said Architectural Committee. No alterations shall be made in the exterior color of any structure unless written approval of the Architectural committee shall have first been obtained.

Eleventh: That no signs or advertisements of any kind or character shall be erected, pasted, posted or displayed upon or about the premises without the written permission of Arrowhead Lake Corporation, and Arrowhead Lake Corporation shall have the right in its uncontrolled discretion, to prohibit and to restrict and control the construction, material and location of any and all signs, and may summarily remove and destroy any such signs.

This provision shall not, however, affect, or limit the right of Arrowhead Mutual Service Company to post or erect any signs necessary for the proper performance of its functions.

Twelfth: That the buyer shall pay before delinquency all taxes and assessments levied or laid upon the premises during his ownership thereof, together with and including all taxes, assessments or charges that may hereafter be levied or laid upon the trees or any of them herein referred to and growing or being upon said premises.

Thirteenth: That any and all conditions and restrictions contained herein shall inure to the benefit of the Grantor, its successors and/or assigns, and any violations or breach of either or any of such conditions and/or restrictions may be prevented by injunction and such remedy may be availed of by the Grantor, its successors and/or assigns and in addition to such injunctive relief Arrowhead Lake Corporation, when any such violation or breach exists, shall have and continuously retain the right to summarily abate and remove, at the expense of the owner of the premises thereby affected, any condition or thing which may exist contrary to the full purpose and intent of the provisions hereof, and any such abatement or removal or entry by the Grantor, its successors and/or assigns, in connection therewith, shall not be construed as a trespass on the part of the Grantor, its successors and/or assigns, nor shall the Grantor, its successors and/or assigns be holden for any damages on account thereof. The remedies herein contained shall be cumulative and one shall not be exclusive of the other.

Fourteenth: That, upon any breach or attempted breach of any of the conditions, restrictions and/or reservations herein contained and/or upon any attempt to obstruct or defeat and/or nullify any of said conditions, restrictions and/or reservations, the premises directly affected by such breach or attempted breach, obstruction, defeat and/or nullification shall forthwith revert to the Grantor, or its successors in the ownership of the reversionary rights herein and

hereby granted, who shall have the right of immediate re-entry and possession; provided, that a breach of any of the said conditions, restrictions and/or reservations, and/or any reversion of title as herein provided 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 premises or any part thereof, but all said conditions, restrictions and reservations shall be binding upon and effective against any subsequent owner of said premises.

IN WITNESS WHEREOF, said Corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its President and Secretary thereunto duly authorized, this 15th day of November, 1944.

(CORPORATE SEAL)  
(U.S.I.R.S. \$21.45 Cancelled)

ARROWHEAD LAKE CORPORATION  
By W. Herbert Allen, President  
By E. H. Booth, Jr., Secretary.

STATE OF CALIFORNIA ) SS  
COUNTY OF LOS ANGELES)

On this day of Nov. 15, 1944, before me, EDNA DEWHURST, a Notary Public in and for said County, personally appeared W. HERBERT ALLEN, known to me to be the President, and E.H. BOOTH, JR., known to me to be the Secretary of ARROWHEAD LAKE CORPORATION, the corporation that executed the within and foregoing instrument, and 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 same.

WITNESS my hand and official seal.  
(NOTARIAL SEAL)

Edna Dewhurst  
Notary Public in and for said County and State.

No. 65. "Endorsed" Recorded at Request of Pioneer Title Insurance & Trust Co., Nov. 29, 1944 at 9 A.M., in Book 1727, Page 147, Official Records, San Bernardino County, Calif., Ted R. Carpenter, County Recorder, By Eva Bemis, Deputy. Fee \$5.20/48.

Compared  
J. Prestidge R. Tropicello

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