

Each and all of the hereinbefore designated paragraphs and all subdivisions thereof and all of the provisions contained therein, respectively, are hereby referred to and made a part hereof in all respects with the same force and effect as if each and all of such paragraphs, subdivisions and provisions were specifically set forth and incorporated verbatim in this deed of trust.

Trustor hereby requests that a copy of any notice of default and a copy of any notice of sale under this deed of trust be mailed and addressed to Trustor at "General Delivery, San Bernardino, California," which is hereby adopted as Trustor's address unless another address is set out below, in which latter event Trustor adopts the address set out below as his address and requests that a copy of each such notice be mailed to Trustor at the address below, viz: -

IN WITNESS WHEREOF, Trustor has executed this instrument.  
John A. Ehrig  
(John A. Ehrig)

STATE OF CALIFORNIA, )  
COUNTY OF SAN BERNARDINO ) SS.

On this 28th day of September, 1945, before me, the undersigned, a Notary Public in and for above named County and State, personally appeared JOHN A. EHRIG, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.  
(NOTARIAL SEAL) D. W. Bailey  
Notary Public in and for said County and State

No. 182 "Endorsed" Recorded at request of W. P. Gillingham, Sep 28, 1945 at 1:17 P.M. in Book 1811, Page 226, Official Records, San Bernardino County, Calif. Ted R. Carpenter, County Recorder, by Eva Bemis, Deputy. Fee \$2.00/11. Indexed as Trust Deed and Assignment of Rents.

Compared  
J. Prestidge D. Blatnick  
o . . . . .

CORPORATION GRANT DEED

ARROWHEAD LAKE CORPORATION, a California corporation, hereinafter referred to as Grantor, in consideration of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, does hereby grant, subject to all existing taxes, incumbrances and assessments, and the conditions, restrictions and reservations herein set forth, and to such rights of way as are now of record, to TITLE INSURANCE AND TRUST COMPANY, a corporation organized and existing under the law of the State of California, and having its principal place of business in the City of Los Angeles, all that real property situate in the County of San Bernardino, State of California, described as follows:

1945  
109

Lots 1 to 70, both inclusive, of Tract 2801, known as ARROWHEAD WOODS TRACT 9, as per map recorded in Book 39 of Maps, pages 1 and 2, records of San Bernardino County, California.

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

- (a) An easement and right of way four (4) feet wide along all boundary lines, excepting the Drive line of each lot, and an easement and right of way in the Drive in front of each lot for the construction, erection and maintenance of poles, wires, and conduits for telephone and telegraph service, and/or for the transmission of electric energy for lighting and/or power purposes, together with any and all equipment necessary or appurtenant thereto; and/or for the construction, maintenance and operation of public and/or private sewers, storm drains, water drains, land drains and pipes, and 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; and/or for any method or means not herein described, but which is in accordance with customary commercial, or public practice, for the conducting and/or performing of any utility or function now or hereafter above or beneath the surface of the ground which duplicates, in service and purpose, any public utility or function operating in the State of California.
- (b) 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.
- (c) 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.
- (d) The right to erect, maintain, and/or move from place to place on any of said lots any structure or structures, building or buildings, office or offices, sign or signs, that may be useful, necessary or desired by the grantor, its successors or assigns, in connection with the offering for sale, development, improvement, marketing, maintenance or care of any such lots, provided, however, that such right shall lapse and terminate as to any lot marketed or sold by Title Insurance and Trust Company, coincidentally with the transfer of the legal title to the lot so sold or marketed.

(e) 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.

(f) All the trees, and all the roots, branches, and parts thereof, growing on or that may hereafter grow, stand or be upon any part of said Lots 1 to 70, both inclusive, 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, 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 lots.

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 purposes 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 hereinabove described, from the Grantee named herein, either directly or by mesne 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 5106 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 located 56 feet due south of the section corner common to Sections 15, 16, 21 and 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 2 North, Range 3 West, San Bernardino Base and Meridian, of which said lands the lots hereinabove described are a part;

The term "Lake" shall designate that certain artificial lake or body of water known as Lake Arrowhead, created and impounded by a certain dam constructed in Arrowhead Woods across and in Little Bear Creek in the northwest quarter of Section 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 5106 feet above sea level.

The term "Reserve Strip" shall designate that certain parcel of land abutting upon said lake, 30 feet in width (horizontal measurement); the inner line of said parcel shall conform to the shore line of the lake at the 5106-foot altitude level, and the outer line shall extend around said lake parallel with the contour of the shore line and 30 feet distant therefrom; excepting, however, from such parcel of land any property lying above the 5116-foot altitude level;

The term "Premises" shall designate the whole and any part of the lots and/or land described in any contract and/or deed for any lot or lots, or any part or parts of a lot or lots hereinabove described;

Whenever, by the execution of such a contract and/or deed, and the use of the foregoing definition of the term "premises", the provisions, conditions, restrictions, and/or reservations herein set forth, shall become applicable to and affect any parcel or area of land, the status of such parcel or area shall remain, and no contract and/or deed thereafter executed shall, through or by the use of such definition, change or modify the use to which any of such parcel or area may be put;

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 Title Insurance and Trust Company, 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 an inspector employed by or under the jurisdiction of the Board of Public Works of said City, or by 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 person or persons as may be appointed from time to time by said Title Insurance and Trust Company 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 Title Insurance and Trust Company, containing the names and addresses of such committee, and the date of their appointment, at the main office of Title Insurance and Trust Company, in said City of Los Angeles, or at such other place as Title Insurance and Trust Company may hereafter determine, and also at or adjacent to the Lake Arrowhead Post Office. Title Insurance and Trust Company shall have a 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 Title Insurance and Trust Company to post, or keep posted, such notice, 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/or occupancy of a single building on any of said premises for private residence purposes, together with a private stable and/or garage; provided, that more than one building for such residential purposes may be erected and/or maintained on the premises if the horizontal area thereof in square feet shall be 5400 times the number of such buildings.

Third: That such use is also limited by the condition that no building may be erected 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 on Lots 27 to 30, both inclusive; Lots 34 to 47, both inclusive, and Lots 61 to 70, both inclusive, no residence shall be erected or maintained on the premises which shall cost or be of the value of less than \$7,000.00; and that on the balance of the lots in said Tract, no residence shall be erected or maintained on the premises which shall cost or be of the value of less than \$5,000.00.

Seventh: 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.

Eighth: 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 properly connected to a sewer.

Ninth: 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 brush, rubbish or refuse of any kind or character, and that there must be removed therefrom any and all 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.

Tenth: 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 fixture, flues, chimneys, heating apparatus or hot water apparatus may be used, covered, enclosed or hidden from view until inspected and approved by the Inspector.

Eleventh: 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 been first obtained.

Twelfth: 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 Title Insurance and Trust Company, and Title Insurance and Trust Company shall have the right, in its uncontrolled discretion, to prohibit and to restrict and to 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 Title Insurance and Trust Company to place any signs in, upon or near the premises which may be required or desirable to enable Title Insurance and Trust Company to effect sales of the lots herein described, nor shall it prevent the Arrowhead Mutual Service Company from posting or erecting any signs necessary for the proper performance of its functions.

Thirteenth: That the Buyer shall pay, before delinquency, all taxes and assessments levied or laid upon the premises during its 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.

Fourteenth: That any and all conditions and restrictions contained herein shall inure not only to the benefit of Grantor, its successors and/or assigns, but also to the benefit of the owners of the lots in the tract of land first hereinabove mentioned, 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, or by Title Insurance and Trust Company, on its or their behalf, and/or upon proceedings instituted by not less than three owners of lots or portions thereof above described, and in addition to such injunctive relief, Title Insurance and Trust Company, when any such violation or breach exists, shall have and continuously retain the right summarily to abate and remove, at the expense of the owner of the lot or lots 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, or by Title Insurance and Trust Company, in connection therewith, shall not be construed as a trespass on the part of the Grantor, its successors and/or assigns, or by Title Insurance and Trust Company, nor shall the Grantor, its successors and/or assigns, or Title Insurance and Trust Company be held for any damages on account thereof. The remedies herein contained shall be cumulative and one shall not be exclusive of the other.

Fifteenth: 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 Arrowhead Lake Corporation has, this 25th day of September, 1945, caused its corporate name to be affixed by its President and Secretary thereunto duly authorized.

(CORPORATE SEAL)

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

STATE OF CALIFORNIA, } ss.  
COUNTY OF LOS ANGELES }

On this 25th day of September, 1945, 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