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GRANT DEED

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, **ARROWHEAD LAKE CORPORATION**, a California corporation, does hereby grant to **CHARLES GRISWOLD WISE** and **LETA B. WISE**, husband and wife, as joint tenants, that certain real property situated in the County of San Bernardino, State of California, described as follows:

That portion of the Southeast quarter of the Southeast quarter of Section 15, Township 2 North, Range 3 West, San Bernardino Base and Meridian, described as follows:

COMMENCING at the most Northerly corner of **Lot 52 of Tract 2492**, County of San Bernardino, State of California, as per plat recorded in Book 35 of Maps, pages 57 to 59 inclusive; thence North $70^{\circ} 38' 30''$ East 40.83 feet; thence along the Easterly line of Fremont Drive South $7^{\circ} 48'$ East 106.03 feet; thence South $5^{\circ} 44'$ East 70.34 feet to the Northwesterly corner of the land conveyed to Anatol M. Josepho, by Deed recorded November 29, 1944, in Book 1727 of Official Records, page 147; thence along the Northerly line of the land so conveyed to Josepho, North $42^{\circ} 27' 30''$ East 334.14 feet to the true point of beginning; thence continuing along the Northerly line of the land so conveyed to Josepho, North $42^{\circ} 27' 30''$ East 100 feet to the most Northerly corner thereof; thence North $4^{\circ} 14'$ East 176.28 feet; thence North $83^{\circ} 36'$ West 75.62 feet to a point on the Southeasterly line of the State highway, thence along the Southeasterly line of said highway, South $36^{\circ} 01' 54''$ West 144.48 feet; thence along a curve to the right, with a radius of 840 feet, a distance of 52.55 feet to a point on the South line of said State highway which is North $47^{\circ} 32' 30''$ West 147.50 feet from the point of beginning; thence South $47^{\circ} 32' 30''$ East 147.50 feet to the point of beginning.

RESERVING AND EXCEPTING, however, the following:

(a) An **easement and right of way** upon, over, across, through and under said land 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 described herein, but which is in accordance with customary commercial or public practice for the conduct 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) 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 thereof, growing on or that may hereafter grow, stand or be upon any part of said land 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 successor in interest, 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, and/or for the location or construction of buildings or improvements.

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 Grantees, as joint tenants, subject to taxes, covenants, conditions and restrictions of record, and also 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:

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

Second: That such use is limited to the erection, maintenance and/or occupancy of single residences, flat buildings, double houses, bungalow courts and motels on any of said premises for residence purposes, together with private garages.

Third: That such use is also limited by the condition that no building or other structure 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 for Arrowhead Woods, appointed by Title Insurance and Trust Company of Los Angeles, California.

Fourth: That such use is also limited by the specific conditions that on said premises no store, business or profession of any kind shall be maintained or carried on, excepting the business of operating residential income property, and that no 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 persons 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, 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 properly 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 thereon buried 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.

The term "Inspector", as hereinbefore and hereinafter used, shall designate any person 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 Grantor, its successors or assigns, 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.

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 alterations (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 said grantees shall pay before delinquency all taxes and assessments levied or laid upon the premises during their 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 assigns, and any violation 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 assigns, and in addition to such injunctive relief, Grantor, its successors and assigns, 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 said 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 assigns, in connection therewith, shall not be construed as a trespass on the part of the Grantor, its successors and assigns, nor shall the Grantor, its successors and 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 the continuance thereof for a period of thirty (30) days after written notice, or upon any attempt to obstruct, defeat or nullify

any of said conditions, restrictions or reservations and the continuance thereof for such thirty (30) day period, said land shall forthwith revert to the Grantor or its successors in the ownership of the reversionary rights herein and hereby created, who shall have a right of immediate re-entry and possession; provided that a breach of any of said conditions, restrictions or reservations, 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, but all of said conditions, restrictions and reservations shall be binding upon and effective against any subsequent owner of said land.

IN WITNESS WHEREOF, said ARROWHEAD LAKE CORPORATION has caused this instrument to be executed by its officers thereunto duly authorized and its corporate seal to be hereto affixed this 20th day of September, 1945.

(CORPORATE SEAL)
(U.S.I.R.S. \$13.75 cancelled.)

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

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

On this 20th day of September, 1945, before me, EDNA DEWHURST, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, 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 instrument, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
(NOTARIAL SEAL)

Edna Dewhurst
Notary Public in and for said County and State.
My commission expires March 1, 1949.

No. 119 "Endorsed" Recorded at request of Pioneer Title Insurance & Trust Co., Nov. 24, 1945, at 9 A.M. in Book 1838, Page 161, Official Records, San Bernardino County, Calif., Ted R. Carpenter, County Recorder, by Eva Bemis, Deputy. Fee \$3.80/33.

Compared

L. Hale

E. Loper

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