

California, Justine Whitney, Recorder, by Mathilde Crowell, Deputy Recorder.

Dorothy Dresser COMPARED Ada Robinson

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20644

GRANT DEED

THE FIRST NATIONAL BANK OF BEVERLY HILLS, a national banking association, with its principal place of business in the City of Beverly Hills, State of California, for and in consideration of Ten Dollars (\$10.00) to it in hand paid, receipt of which is hereby acknowledged, does hereby grant to J. WILLIS THOMPSON, a single man, all that real property situate in the County of Orange, State of California, described as follows, to-wit:

Lot Fifteen (15) in Tract Nine Hundred seventy (970) in the County of Orange, State of California, as per map thereof recorded in Book 31, pages 5 and 6, of Miscellaneous Maps, Records of said County.

There is also hereby conveyed as an appurtenance to the hereinbefore described property an easement over that portion of Lots 25 to 32, inclusive, of Tract 970, as per map thereof recorded in Book 31, page 5, of Miscellaneous Maps, Records of Orange County, between the foot of the slope and the line of ordinary high tide of the Pacific Ocean.

And, reserving, however, unto the Seller, its successors and assigns an easement and right of way over and across said premises for the purpose of constructing, maintaining and repairing pipe lines for water and gas and pole lines for the transmission of electrical energy, or for telephone and telegraph lines.

Subject to taxes for the fiscal year 1931-32, and conditions, restrictions, reservations, easements, rights, and rights of way of record.

This property is conveyed and this conveyance is accepted subject to the following conditions and restrictions which shall apply to and be binding upon the said Grantee, his heirs, devisees, executors, administrators and assigns:

1. That said real property shall be used for no other purpose than for the erection and maintenance thereon of a first class single private residence, apartment houses, flats, double bungalows and business structures being expressly excluded. Any building to be used for said dwelling purposes may have in connection therewith the customary outbuildings and private garage, but outside toilets shall not be erected or maintained on said property.

2. That said real property shall never be conveyed to or come into possession of any person except of the white or Caucasian race, nor occupied by such person unless in the employ of the owner or his tenants residing thereon.

3. All exterior building plans for a building or structure of any kind to be erected, placed or maintained upon said real property, together with the accompanying specifications, shall be submitted for approval to a Committee to be known as an "architectural Committee"; said committee shall consist of three persons, to be appointed by Hallam Cooley, his heirs, executors, administrators, successors and/or assigns, which said committee shall serve without compensation and without liability of any kind, nature or description whatsoever, either upon themselves or the said Hallam Cooley.

Hallam Cooley, his heirs, executors, administrators, successors and/or assigns, shall have full power to make appointments from time to time to fill any vacancies in the membership of said committee and any written instrument of appointment of such committee, whether original or to fill a vacancy, duly executed, may be recorded and when recorded shall import to all persons notice of the matters therein stated. Provided, however, that upon sale by grantor of all lots in said Tract, _ said grantor, or Hallam Cooley, his heirs, executors, administrators, successors and/or assigns, shall not be required further to appoint said

committee and shall have no liability by reason thereof, and upon their failure to so do, said committee shall be appointed by a majority of the house owners in said tract.

No structure of any kind shall be erected or maintained upon said real property until the plans therefor and the location of said structure on said real property shall receive the written approval of at least two members of said committee, after the written instrument of the appointment be recorded, and such written approval may be recorded and shall be conclusive evidence of such approval, provided, however, that said Hallam Cooley, his heirs, executors, administrators, successors and/or assigns and/or said committee shall not be responsible for any structural defects in said plans and/or specifications nor in any building or structure erected in accordance with such plans and/or specifications.

4. That goats or hogs shall not be maintained on said real property and that chickens or rabbits shall not be raised for commercial purposes.

5. That old houses, buildings or structures of any kind or description shall not be moved onto said real property or any part thereof.

6. Provided, however, that each and all of the conditions, covenants and/or restrictions contained in paragraphs 1, 4, and 5 shall absolutely terminate on and after the 31st day of December, 1960, and the conditions in paragraph 3 as to any obligations of grantor and/or Hallam Cooley to appoint said committee shall absolutely terminate on and after the 31st day of December, 1940, and the conditions and covenants in paragraph 2 shall be perpetual.

Each of the restrictions, covenants and conditions hereinbefore provided are independent of each and all other restrictions herein and it is hereby agreed that if any thereof be declared void, or for any reason become invalid and/or unenforceable, each and all of the remaining restrictions herein shall be and remain in full force and effect the same as if each and all of the restrictions so declared void or otherwise become invalid and/or unenforceable had not been a part of the original restrictions herein. It is hereby further agreed that the sale of any and all of the said lots in said Tract are subject to all changes as to the use, sale or other handling as are beyond the control of the grantor.

The breach of any of the foregoing conditions, restrictions and covenants by the grantee, his heirs, executors, administrators, successors and/or assigns, shall cause said real property together with the appurtenances thereto belonging to be forfeited to and revert to the grantor or its successors in interest or assigns, who shall have the right of immediate reentry upon said real property in the event of any such breach. The failure of grantor, its successors or assigns, to object to any violation of any of the provisions hereof, shall not act as a waiver in respect thereto.

Provided, however, that the breach of any of said conditions and/or restrictions and/or covenants or any reentry by reason of such breach shall not defeat or affect or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon said real property or any part thereof. Provided, however, that the breach of any of said covenants, conditions and/or restrictions may be enjoined, abated, or remedied by appropriate proceedings, notwithstanding the lien of or existence of the trust deed or mortgage, and provided, further that irrespective of said deed or mortgage each and all of the said conditions, restrictions, and/or covenants shall remain at all times in full force and effect as against and shall be binding upon and in full force and effect against and shall be part of the estate acquired by anyone and the successors, assigns, heirs, administrators and/or executors of anyone acquiring title under and/or through any such deed of trust or mortgage and/or against anyone acquiring title to said real property in any manner whatsoever, and a forfeiture and reentry may be enforced following any breach by them or any of them.

By Acceptance of this deed, the grantee, his heirs, administrators, executors, assigns, and/or successors shall be conclusively presumed to have agreed and it is hereby agreed that

all and singular, the reservations, conditions, covenants, and restrictions herein contained shall be and are covenants running with the land in favor of the grantor, its successors and/or assigns.

The term "Grantee" wherever used in this Deed shall include the plural as well as the singular number, and the masculine and feminine as well as the neuter gender.

TO HAVE AND TO HOLD to said grantee, his heirs or assigns.

IN WITNESS WHEREOF, said The First National Bank of Beverly Hills has caused this instrument to be executed by its Vice President and Asst. Trust Officer thereunto duly authorized, this 21st day of July, 1931.

((CORPORATE SEAL))

THE FIRST NATIONAL BANK OF BEVERLY HILLS'

By Chas. E. Quirollo Vice-President

By Chester A. Gausman Asst. Trust Officer

State of California, }
County of Los Angeles, } ss.

On this 21st day of July, 1931, before me, the undersigned,
a Notary Public in and for said county, personally

appeared Chas. E. Quirollo known to me to be the Vice-President, and Chester A. Gausman, known to me to be the Assistant Trust Officer of The First National Bank of Beverly Hills, the Association that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the Association therein named, and acknowledged to me that such Association executed the same.

WITNESS my hand and official seal.

((SEAL))

D. M. Jarrett Notary Public

in and for said county and state

My commission expires Nov. 19, 1932.

Recorded at request of Grantee, Aug. 13, 1931, at 45 min. past 8 A. M., in Book 503, page 88, Official Records of Orange County, Justine Whitney, County Recorder, Mathilde Crowell, Deputy.

Dorothy Dresser COMPARED Ada Robinson

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20647

State of California, }
County of Orange, } ss.

SARAH L. HARRISON, being first duly sworn, hereby deposes and
says: That she is the widow of Albert James Harrison, also

known as Albert J. Harrison, who is described in the attached certificate of death and who died on June 24th, 1931.

That said affiant and said Albert James Harrison did at the time of the death of said Albert James Harrison, own as joint tenants the following described property situate in the County of Orange, State of California:

Lot Twenty-eight (28), and the North half (N $\frac{1}{2}$) of Lot Twenty-six (26), in Block Six (6), and Lot Thirty-one (31), and the Northerly half (N $\frac{1}{2}$) of Lot Twenty-nine (29), in Block Five (5), of Bay City, in the City of Seal Beach, as per map thereof recorded in Book 3, page 19, of Miscellaneous Maps, Records of said Orange County.

That in addition to the hereinbefore described property said decedent and said affiant were the owners of personal property not exceeding \$1500.00, in value and were the owners of certain property situate in the County of Los Angeles, State of California, not exceeding in value the sum of \$11,500.00;

That the total value of all property, both real and personal, owned by said affiant and said decedent in the State of California did not exceed in value the sum of