

Trust Deeds Book 3038 - 100

1.10 U.S.I.R. Stamp to be affixed  
herein and cancelled.

47236

**Grant Deed**

SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, a National Banking Association, as Trustee under its Declaration of Trust D-6986, having its principal place of business at Los Angeles, California, in consideration of TEN AND NO/100 (\$10.00) DOLLARS, the receipt of which is hereby acknowledged, does hereby grant to: Faith A. Green, a single woman, and Ruth G. Myers, a widow, as joint tenants.

all that real property situate in the County of Orange, State of California, described as follows:

**Lot Seventy-Six (76)**



Of Tract No. 1109, as per map recorded in Book 36, pages 15-16, Miscellaneous Maps, in the office of the County Recorder of said County.

RESERVING unto the Grantor, its successors or assigns, an easement and right of way over and across said premises for the purpose of constructing, maintaining, and repairing pipe lines for water, gas, sewers, and drainage, and pole lines for the transmission of electrical energy or for telephone and telegraph lines

IT IS ALSO EXPRESSLY AGREED AND UNDERSTOOD that the property described herein has no frontage on any dedicated street or highway.

SUBJECT, also, to conditions, restrictions, reservations, rights and rights of way of record, if any.

This property is conveyed and this conveyance is accepted subject to the following express covenants, conditions, and restrictions which shall apply to and bind the Grantees, or the survivor of them, their heirs, devisees, executors, administrators, successors or assigns, and which are as follows, to-wit:

1. That no property in said Tract shall be used for any purpose other than for the erection and maintenance thereon of one single family residence, with customary garage.

2. That no part of said property shall ever at any time be leased or rented, used or occupied or be permitted to be used or occupied by any person other than one of the White or Caucasian race, except such as are employed as servants upon said property by the owners or tenants of said property actually residing thereon.

3. All building plans for a structure of any kind to be erected, placed or maintained on any lot or lots in said Tract with accompanying specifications shall be submitted for approval to a committee of three to be known as the "Building Committee", and to be appointed by the Managing Agent of said Tract.

Said Managing Agent or his successors shall have full power to make appointments from time to time to fill any vacancy in the membership of said "Building Committee". Provided, however, that after sale and conveyance of all lots in said Tract, any vacancy in the membership of said Building Committee shall be appointed by the Board of Directors of Three Arch Bay Association.

No structure of any kind shall be erected, placed, or maintained upon any lot or lots in said Tract until the plans therefor and location of said structure on the lot or lots have received the written approval of at least two members of said "Building Committee". Said "Building Committee" shall not be responsible for any structural defects in said plans and/or specifications, nor in any building erected in accordance with such plans and/or specifications.

4. That no horses, cows, hogs, goats, poultry, rabbits, or similar live stock shall be kept or maintained on said property.

5. That no temporary residence or structure shall ever be erected or placed on any lot in said Tract, and all buildings erected on any lot thereon shall be constructed of new material, and no building or other structure whatsoever shall be permitted to be moved onto said Tract.

6. That the exterior of all buildings, fences or structures erected or constructed on any lot in said tract shall be painted or stained immediately upon completion.

7. That all lavatories or toilets shall be built indoors and connected with outside cesspools until such time as a sewer system shall be maintained, at which time the Grantee or his successors in interest shall connect same therewith.

8. That no tent or building of any nature whatsoever shall be erected, placed or maintained upon said premises, or to any part thereof or occupied as a residence at any time, either prior to or subsequent to the erection of the main residence.

9. That all residences shall be one story only. On steep hillside the Building Committee may grant a variation to this restriction.

All roofs shall be pitched roofs with a maximum slope of 5 inches to the foot.

Wooden shingles, shakes or tile, only may be used for roofing.

10. Detached garages or structures of any sort are prohibited.

11. No fence or wall shall be over five (5) feet in height. Solid board fences are prohibited. Plans for fences or walls must be approved by Building Committee.

12. That plans for any addition to existing house, fence or structures must be approved by Building Committee.

13. That house trailers cannot be parked on streets or premises but may be stored in the garage. Motorcycles are prohibited in tract.

THE FOREGOING restriction herein contained (other than the race restrictions contained herein in paragraph 2) shall in all respects terminate and end and be of no further effect, either legal or equitable, after January 1, 1981, it being understood, however, that any and all remedies for breach of any of said conditions committed or suffered prior to January 1, 1980 shall be absolute.

PROVIDED, FURTHER, that a breach of the foregoing conditions and restrictions shall cause said premises to revert to the Grantor, its successors or assigns, each of whom respectively shall have the right of re-entry immediately upon said premises in the event of any such breach; and as to the owner or owners of any other lot or lots in said Tract which front upon the same street with the premises hereby conveyed, the foregoing conditions and restrictions shall operate as covenants running with the land, and a breach of any such covenant or continuance of any such breach may be enjoined, abated, or remedied by appropriate proceedings by such Grantor, its successors or assigns, or by any such owners, their heirs, devisees, administrators, successors or assigns, but by no other persons.

PROVIDED, ALSO, that a breach of the foregoing conditions and restrictions, or a re-entry by reason of any such breach 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 such conditions and restrictions shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

IT IS UNDERSTOOD AND AGREED that the foregoing conditions and restrictions are a part of a general plan for the improvement of said Tract, which plan contemplates that all lots in said Tract shall be used for the respective purposes only hereinbefore specifically provided, and that said conditions and restrictions are for the benefit of the said Tract, and each and every parcel of land therein, and shall inure to and pass with said Tract, and each and every parcel of land therein, and are hereby imposed upon the premises covered by this conveyance as a servitude in favor of said Tract, and each and every parcel of land therein, as the dominant tenement or tenements.

IT IS FURTHER UNDERSTOOD AND AGREED that the above and foregoing conditions and restrictions are subject to any and all ordinances of any city in which the property is located, or by any governmental or public agency creating or dealing with zones and prescribing classes of buildings, structures and improvements in said zones and the use thereof.

IT IS EXPRESSLY UNDERSTOOD AND AGREED by and between the parties hereto that in the event any covenant or condition herein contained is invalid or is held to be invalid or void by any Court of competent jurisdiction, such invalidity or voidness shall in no way affect any valid covenant or condition herein contained.

It is an express condition of this conveyance that the Grantor herein shall not be responsible or liable for any promise, representation, agreement, condition or stipulation not set forth herein.

RECORDED AT REQUEST OF  
GRANTED

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APR 21 1955

AT 11:00 AM, 11:00 M  
ORANGE COUNTY, CALIFORNIA

349/17 COUNTY RECORDER

IN WITNESS WHEREOF, said SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, a National Banking Association, as Trustee under its Declaration of Trust No. D-6986 has hereunto affixed its name by its Vice-President and Trust Real Estate Officer ~~XXXXXXXXXXXX~~ hereunto duly authorized, this 16th day of February, 1955.

SECURITY-FIRST NATIONAL BANK OF LOS ANGELES  
as Trustee under its Declaration of Trust D-6986

By *[Signature]* Vice-President

By *[Signature]* Trust Real Estate Officer ~~XXXXXXXXXXXX~~

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES }

On this 2nd day of March, A.D. 1955, before me, Gladys W. Presson, a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and qualified, personally appeared *G. L. Humphrey*, known to me to be the

Vice-President and *A. B. Dick*, known to me to be the Trust Real Estate Officer of the SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, the National Banking Association that executed the within instrument as Trustee under its Declaration of Trust D-6986, known to me to be the person who executed the within instrument on behalf of the association therein named, and acknowledged to me that such association executed the same as such Trustee.

WITNESS my hand and official seal.

*Gladys W. Presson*  
Notary Public in and for Los Angeles County, California  
GLADYS W. PRESSON, Notary Public in and for said County  
My Commission Expires April 21, 1958