

829-330

GRANT DEED

We, W. R. Shay and Elizabeth Shay, husband and wife, and Cora Shay and W. C. Shay, wife and husband, of the County of San Bernardino, State of California, FOR AND IN CONSIDERATION OF THE SUM OF Ten Dollars the receipt whereof is hereby acknowledged, do hereby GRANT TO BIG BEAR LAND AND WATER COMPANY, all that real property situated in County of San Bernardino, State of California, bounded and described as follows:

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Lots Seven (7), Eight (8), Ten (10), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-nine (29), Thirty (30), Thirty-one (31) and Thirty-two (32) all in Block One Hundred Ninety-six (196) in Tract 2420 as per plat of said Tract of record in the office of the County Recorder of said County.

Saving, excepting and reserving therefrom all riparian and other rights in or to the waters of Van Duesen Creek and all water and water rights appurtenant to said real property.

Subject to all of the terms, covenants, conditions, restrictions, reservations, limitations and exceptions set forth and contained in that certain deed recorded on July 16th, 1930, in Book 642, at page 26 of Official Records in the office of the County Recorder of said County all of which terms, covenants, conditions, restrictions, reservations, limitations and exceptions, together with all provisions thereof, providing for a re-entry in the event of a breach thereof, are by reference incorporated herein.

WITNESS our hands this 26 day of June, 1932.

(U.S.I.R.S. #2 Cancelled)

W. R. Shay

Elizabeth Shay)

Cora Shay)

W. C. Shay)

W. R. Shay

Their attorney-in-fact.

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

On this 26 day of June, A.D., 1932, before me, Helen Hedrick a Notary Public in and for said County and State, personally appeared W. R. Shay known to me (or proved to me on the oath of) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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)

Helen Hedrick

Notary Public in and for said County and State

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

On this 26 day of June, A.D., 1932, before me, Helen Hedrick a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared

Lots Seven (7), Eight (8), Ten (10), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-nine (29), Thirty (30), Thirty-one (31) and Thirty-two (32) all in Block One Hundred Ninety-six (196) in Tract 2420 as per plat of said Tract of record in the office of the County Recorder of said County.

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WITNESS our hands this 26 day of June, 1932.

(U.S.I.R.S. §2 Cancelled)

W. R. Shay
Elizabeth Shay) W. R. Shay
Cora Shay) Their attorney-in-fact.
W. C. Shay)

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS

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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)

Helen Hedrick
Notary Public in and for said County and State

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS

On this 26 day of June, A.D., 1932, before me, Helen Hedrick a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared W. R. Shay known to me to be the person whose name is subscribed to the within instrument, as the Attorney-in-Fact of Elizabeth Shay, W. C. Shay and Cora Shay and acknowledged to me that he subscribed the name of Elizabeth Shay, W. C. Shay and Cora Shay thereto as principal and his own name as Attorney-in-Fact.

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)

Helen Hedrick
Notary Public in and for said County and State

No. 6, "Endorsed" Recorded at request of SECURITY TITLE INS. & GUARANTEE CO. Jul. 28, 1932 at 9 A.M. in Book 829, Page 330, Official Records, San Bernardino County, Calif.
Fulton G. Feraud, County Recorder by Irene McInerney. Fee \$1.30.

Compared
M. Lawrence . . . M. Smith

842-137

BALDWIN LAKE TRACT
CORPORATION GRANT DEED

BIG BEAR LAND AND WATER COMPANY, a corporation organized under the laws of the State of California, with its principal place of business at Los Angeles, California, in consideration of Ten Dollars (\$10.00), to it in hand paid, receipt of which is hereby acknowledged, does hereby GRANT TO Agnes L. Frisius, the real property in the County of San Bernardino, State of California, described as Lots 7, 8, 9, 10, 29, 30, 31 and 32, Block 196, in Baldwin Lake Tract No. 2420 as per plat of said Tract of record in the Office of the County Recorder of said County, in Book 35 of Maps, at page 20 thereof,

Saving and Excepting therefrom any and all water and water rights appurtenant to said real property.

This Deed is executed and accepted upon the following express conditions:

(1) Neither the grantee herein named, nor his successor, administrator, heirs or assigns shall convey or attempt to convey the property, or any part thereof, herein described to any Greek, Mexican or anyone not a member of the White or Caucasian Race, nor shall the property, or any part thereof, be used or occupied by any Greek, Mexican or anyone not a member of the White or Caucasian Race; that any such use, occupancy, assignment or transfer, actual or attempted, whether voluntary, by operation of law, or otherwise, shall be void and of no

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force or effect, and, in the event of any breach of this condition, title to the within described property shall immediately revert to the above named grantor, or its assigns.

(2) That no lot which is located on the north side of Baldwin Lake Drive and which fronts thereon and faces south, as delineated upon said map, shall be used for any purpose except as a place of residence for human beings, and that no building, tent or structure shall ever be placed upon said lots fronting upon the north side of Baldwin Lake Drive, excepting a dwelling house of the value, at the time of the erection or construction, of not less than \$1500.00, and designed for use, or used, as a habitation for human beings, and except outbuildings necessary or convenient for its occupancy as such residence; provided, however, that a tent or garage may be placed upon said real property and used for a period of not more than 60 days, as a temporary place of residence, during the time the Grantee shall be engaged in constructing a residence thereon of the value and character aforesaid.

(3) That as to any lot lying north of Baldwin Lake Drive, except those lots described in the last preceding paragraph, which front upon the north side of said Baldwin Lake Drive and face south, all conditions set forth in the last preceding paragraph shall be applicable, save and except that the value of such dwelling houses shall be not less than \$1,000.

(4) That no building or structure of any character whatsoever shall be erected or placed upon any lot lying south of said Baldwin Lake Drive, which fronts upon the south side of said drive and faces north, as delineated upon said map, of the value of less than \$1500.00

force or effect, and, in the event of any breach of this condition, title to the within described property shall immediately revert to the above named grantor, or its assigns.

(2) That no lot which is located on the north side of Baldwin Lake Drive and which fronts thereon and faces south, as delineated upon said map, shall be used for any purpose except as a place of residence for human beings, and that no building, tent or structure shall ever be placed upon said lots fronting upon the north side of Baldwin Lake Drive, excepting a dwelling house of the value, at the time of the erection or construction, of not less than \$1500.00, and designed for use, or used, as a habitation for human beings, and except outbuildings necessary or convenient for its occupancy as such residence; provided, however, that a tent or garage may be placed upon said real property and used for a period of not more than 60 days, as a temporary place of residence, during the time the Grantee shall be engaged in constructing a residence thereon of the value and character aforesaid.

(3) That as to any lot lying north of Baldwin Lake Drive, except those lots described in the last preceding paragraph, which front upon the north side of said Baldwin Lake Drive and face south, all conditions set forth in the last preceding paragraph shall be applicable, save and except that the value of such dwelling houses shall be not less than \$1,000.

(4) That no building or structure of any character whatsoever shall be erected or placed upon any lot lying south of said Baldwin Lake Drive, which fronts upon the south side of said drive and faces north, as delineated upon said map, of the value of less than \$1500.00 except outbuildings necessary or convenient for the occupancy thereof, after such \$1500.00 structure or building shall be erected or placed thereon.

(5) That excepting lots fronting upon the south side of Baldwin Lake Drive and facing north, no building or structure of any character whatsoever shall ever be erected or placed upon any lot lying south of said Baldwin Lake Drive, as delineated upon said map, of the value of less than \$750.00 except outbuildings necessary or convenient for the occupancy thereof, after such \$750.00 structure or buildings shall be erected or placed thereon.

(6) The property herein granted is within that portion of the property described in and subject to the terms and conditions set forth in paragraph two above.

(7) No signboards of any character, billboards, or any nuisances, or any building or structure except as herein permitted, shall be erected, placed, permitted or maintained on any part of the property herein described; and in the event of the violation of any of these conditions, the grantor, or its assigns, may, in addition to any other rights conferred by law, abate the same without any liability therefor.

(8) No part of the above described property shall ever be used for the purpose of, or in connection with the buying or selling of intoxicating liquor.

(9) That no living trees upon said real property shall be cut, removed, damaged or destroyed except with the written consent of the grantors.

(10) This deed is made subject to covenants, conditions, restrictions, assessments, rights-of-way and easements of record.

(11) That no lot, as delineated upon said map, shall ever be used as a place for the maintenance or feeding of any livestock, except not to exceed two horses and one cow upon each lot; nor shall any livery stable or place where horses or other beasts of burden are kept for hire, nor any feeding yard or other place where livestock are collected for any purpose or period whatsoever, be constructed or maintained thereon; nor shall any tamale stand, restaurant, or eating place not included within a substantial building of the value herein set forth, ever be constructed or maintained upon any lot delineated upon said map, nor shall any business ever be carried on or conducted or maintained upon any lot, delineated upon said map, which is contrary to any law or ordinance now in force, or that may be hereafter enacted; nor shall any use ever be made of any lot, delineated upon said map, which shall render it unsanitary, unclean, or a nuisance to others; nor shall any outhouse ever be

used as a lavatory, or any toilets whatsoever be constructed or placed or used, upon any lot delineated upon said map, which is not connected with a septic tank, and kept in clean and sanitary condition.

(12) IT IS MUTUALLY UNDERSTOOD AND AGREED that each and all of the foregoing conditions, reservations and restrictions shall be, and are, covenants running with the said real property and are intended for and shall inure to the benefit of the remaining parcels of land, in said Baldwin Lake Tract above described and the respective owners thereof, and that a breach of any of said conditions, reservations or restrictions may be enjoined by any person now owning, or hereafter acquiring any land in said Subdivision; provided, however, that none of said conditions subsequent, restrictions, reservations and covenants shall continue to be in force, after the expiration of fifty (50) years from the 15th day of March, 1924.

(13) The grantor hereby waives enforcement of penalties of forfeiture for breach of foregoing terms, conditions and restrictions, in favor of any mortgage or deed of trust given by the purchaser, his successor or assigns, and accepted in good faith; provided, that in case of foreclosure under such or any mortgage, or of trustee's sale under such or any trust deed, the purchaser thereunder shall acquire said property or any interest therein subject to the terms, conditions and restrictions hereinbefore set forth.

TO HAVE AND TO HOLD to said grantee her heirs or assigns.

IN WITNESS WHEREOF, said BIG BEAR LAND AND WATER COMPANY has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its President and Secretary thereunder duly authorized this 23rd day of June, 1932.

(CORPORATE SEAL)

BIG BEAR LAND AND WATER COMPANY

By Harry Kiener, President

By Charles A. Bank, Secretary
(Sig. Rubber Stamp)

STATE OF CALIFORNIA)

SS

COUNTY OF LOS ANGELES)

On this 23rd day of June, 1932, before me, R. M. Phillips a Notary Public in and for said County, personally appeared Harry Kiener known to me to be the President and Charles A. Bank known to me to be the Secretary of BIG BEAR LAND AND WATER COMPANY, 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)

R. M. Phillips

Notary Public in and for the County of
Los Angeles, State of California

No. 49, "Endorsed" Recorded at request of GRANTEE, Sep. 22, 1932, at 11:00 A.M. in Book 542, Page 137, Official Records, San Bernardino County, Calif. Fulton G. Ferand, County Recorder by Irene McInerney, Deputy Fee \$2.00.

Compared

M. Lawrence

M. Smith

For an assignment of this ^{100.00} ~~100.00~~ see
Book No. 1034 Page 271 Official Records

THIS INSTRUMENT made in quadruplicate this 2nd day of September in the Year of Our Lord One thousand nine hundred and thirty-two, by and between Mary L. Leonard of the City of Los Angeles, County of Los Angeles, and State of California, as Landlord, and F. W. Woolworth Co., a corporation existing and doing business under the laws of the State of Pennsylvania, as Tenant: