

Audrey Mac Key

**RESTRICTIONS
AND
CONDITIONS**



TRACTS

2	50	56
5	51	58
6	53	59
7	55	63)
		63A)

ARROWHEAD WOODS

San Bernardino County
California

Restrictions and Conditions Affecting the
Use of Land and Buildings Erected
in Arrowhead Woods

The following is an extract from the deed which establishes and sets forth the conditions, restrictions, easements, rights-of-way and reservations which affect and limit the use of land in Arrowhead Woods, to-wit:

"Reserving and withholding from the grant and conveyance by this instrument made and effected, the following:

(a) An easement and right-of-way on and over the "approach" of each lot and the land within ten feet of each line 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) An easement and right-of-way for road and travel purposes, over a strip of land along the line of each lot, a part of said premises, which line is indicated on the recorded map of said tract as the "front line" of

each such lot. If more than one line or side of any such lot is indicated as "front line," the said easement herein described shall apply equally to each such front line of any such lot, and any deed may define the width of such strip, but no such definition or limitation shall affect or change a definition or limitation previously so made in a recorded deed. This strip of land is hereby defined as the "approach" of said lot, and shall be considered as described whenever the approach of said lot is referred to or mentioned in any document.

(d) 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.

(e) 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, and/or his agents, or assigns, in connection with the offering for sale, development, improvement, marketing, maintenance or care of any of 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 marketed or sold.

(f) 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.

(g) 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. * * * * * 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 his 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 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, his heirs 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 Grantor, 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 purpose 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" shall be, and shall be construed to be, that certain datum plane or point which is 5152.62 feet below the level of that certain bench mark which is the top of a 1" iron pipe set vertically in a concrete wall and located 1123.06 feet North 73° 27' 14" East from the quarter-corner between Sections 16 and 15 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 Two (2) North, Range Three (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 (N.W. $\frac{1}{4}$) of Section Fourteen (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 5122 feet above sea level.

The term "Reserved Strip" shall designate that certain area of land bounded by the shore line of the lake, as herein defined, and the highest contour line which would be touched by the waters of the lake if the surface of said lake should be 5132 feet above sea level; provided, however, that said reserved strip shall, in no case, include any land or area, the rainfall on which does not and cannot pass, by natural flow or seepage, into said Lake Arrowhead and further provided that whenever and wherever said contour line shall cross or lie within the boundaries of any subdivision or tract divided into lots, a map of which is filed for record in the Records of the County of San Bernardino duly signed by the owner of the said reserved strip, then and in each such case, the upper or outer boundary of said reserved strip shall thereafter, from and between the points of intersection of said contour line and the boundaries of said subdivision, follow and be coincident with that portion of the boundary of such subdivision which (between said points of intersection) is nearest to said shore line.

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 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 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.

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 the 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 Postoffice. Title Insurance and Trust Company shall have 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 notices, 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 (See Note 1) thousand times the number of such buildings; and also provided that a private community building or private club building may be erected and/or maintained on the premises if the horizontal area of the premises is not less than (See Note 2) square feet and if such building shall cost and be reasonably worth not less than Ten Thousand Dollars. If such a community building or club building is so erected on any premises, other buildings for residential use may be also erected and/or maintained on the same premises, provided the horizontal area of such premises shall be not less than (See Note 3) thousand times the number of such other 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 by 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 no residence shall be erected or maintained on the premises which shall cost, or be of the value of, less than \$ (See Note 4).

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 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.

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 fixtures, fuses, 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 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.

Twelfth: That no signs or advertisements of any kind or character shall be erected, 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 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 his 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 the Grantor, his heirs, successors and assigns but also to the benefit of the owners of the lots in the tract of land first hereinabove mentioned, 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 granted of by the Grantor, his heirs, successors and assigns, or by Title Insurance and Trust Company, on his or their behalf, and/or upon proceed-

ings 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 to summarily 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, his heirs, successors and assigns, or by Title Insurance and Trust Company, in connection therewith, shall not be construed as a trespass on the part of the Grantor, his heirs, successors and assigns, or by Title Insurance and Trust Company, nor shall the Grantor, his heirs, successors and assigns, or Title Insurance and Trust Company be holden 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 his successors in the ownership of the reversionary rights herein and hereby created, 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."

NOTE 1

Area Required Per Residence

In Tract		In Tract	
2	12,000	50	10,000
5	14,000	51	{ Lots 1-49
6	20,000		" " 55-133 8,000
7	40,000	53	{ Lots 5-41
			" " 46-56
			" " 59-95 8,000
		55	{ Lot 5
			" " 9-50 6,000
		56	{ Lots 1-33
			" " 36-66 10,000
		58	{ Lots 1-20
			" " 22-48
			" " 51-58
			" " 60-117 8,000
		59	7,000
		63	
		63-A	7,000

NOTE 2

Lot Area Required for Community or Club Building

In Tract		In Tract	
2	60,000	50	50,000
5	70,000	51	{ Lots 1-49
6	100,000		" " 55-133 24,000
7	200,000	53	{ Lots 5-41
			" " 46-56
			" " 59-95 40,000
		55	{ Lot 5
			" " 9-50 30,000
		56	{ Lots 1-33
			" " 36-66 50,000
		58	{ Lots 1-20
			" " 22-48
			" " 51-58
			" " 60-117 40,000
		59	35,000
		63	
		63-A	35,000

NOTE 3

Area Required Per Building for Buildings in Addition to Community or Club Building

In Tract		In Tract	
2	6,000	50	5,000
5	7,000	51	{ Lots 1-49
6	10,000		" " 55-133 3,000
7	20,000	53	{ Lots 5-41
			" " 46-56
			" " 59-95 4,000
		55	{ Lot 5
			" " 9-50 3,000
		56	{ Lots 1-33
			" " 36-66 5,000
		58	{ Lots 1-20
			" " 22-48
			" " 51-58
			" " 60-117 4,000
		59	3,500
		63	
		63-A	3,500

NOTE 4

Required Value of Building

In Tract		In Tract	
2	\$ 3500.00	50	500.00
5	5000.00	51	{ Lots 1-49
6	5000.00		" " 55-133 500.00
7	10,000.00	53	{ Lots 5-41
			" " 46-56
			" " 59-95 500.00
		55	{ Lot 5
			" " 9-50 500.00
		56	{ Lots 1-33
			" " 36-66 500.00
		58	{ Lots 1-20
			" " 22-48
			" " 51-58
			" " 60-117 500.00
		59	500.00
		63	
		63-A	500.00

Owners and Developers

**ARROWHEAD LAKE
CORPORATION**

I. N. Van Nuys Building
Los Angeles

ADMINISTRATION BUILDING
Lake Arrowhead



August, 1936

R. Randall

34413