

than four (4) such single family private residences, each of which residences, together with appurtenant private outbuildings in connection therewith, shall be upon a separate lot.

BOOK 39174 PAGE 176

Corporation Grant Deed

10.45



PALOS VERDES CORPORATION, a corporation organized under the laws of the State of Delaware, with its principal places of business in the County of Los Angeles, State of California, in consideration of ten dollars and other consideration the receipt of which is hereby acknowledged, does hereby

Grant to

NELSON TAYLOR,
a single man,

the real property in the County of Los Angeles, State of California, described as:

That portion of Lot "H" of the Rancho Los Palos Verdes, in the County of Los Angeles, State of California, allotted to Jotham Bixby by decree of Partition in the action "Bixby, et al vs. Bent, et al," Case No. 2373, in the District Court of the 17th Judicial District of said State of California, in and for said County of Los Angeles, and entered in Book 4, Page 57 of Judgments, in the Superior Court of said County, described as follows:

Beginning at an angle point in the Westerly boundary of the land described in Parcel No. 1 of deed to Fillorum Corporation, recorded in Book 10226, Page 170 of Official Records of said County, said angle point being the Southerly terminus of a straight line described therein as having a bearing of South 4° 49' 30" East and a length of 468.02 feet; thence, along said Westerly boundary, North 4° 49' 30" West 158.02 feet; thence North 11° 40' 27" West 329.67 feet to a point in the Southeasterly boundary of Sea Cove Drive, as shown on map of Tract No. 14649, recorded in Book 345, Pages 23 to 26, inclusive, of Maps, in the office of the County Recorder of said County, distant thereon Northeasterly 110.00 feet from the most Northerly corner of Lot No. 1 of said Tract No. 14649; thence Southwesterly along said Southeasterly boundary, being a curve concave Northwesterly and having a radius of 380.10 feet, a distance of 110.00 feet to said most Northerly corner; thence, along the Easterly and Southeasterly boundary of said Lot No. 1, South 16° 44' 15" East 309.56 feet and South 33° 14' 10" West 110.00 feet to the most Southerly corner of said Lot No. 1; thence, along the Easterly boundary of Lot No. 2 of said Tract No. 14649 and its Southerly prolongation, South 11° 45' 50" East 200.00 feet; thence South 22° 55' 32" East 92.51 feet to the line of mean high tide of the Pacific Ocean; thence Easterly along said last mentioned line to its intersection with the hereinbefore described Westerly boundary; thence, along said Westerly boundary, North 11° 51' 30" West to the point of beginning.

RESERVING THEREFROM easements for storm drains, public utilities, walkways and bridle trails over, under and along a strip of land 15.00 feet wide, the Easterly line of which is the Westerly line of land of said Fillorum Corporation, and a 10.00 foot strip, the Westerly line of which is the Westerly line of the herein described parcel of land.

ALSO RESERVING THEREFROM an easement for recreational purposes and walkways, together with the right to grant the same to others, over that portion of the hereinbefore described land lying South of the following described line: Beginning at a point in the Easterly line of the hereinbefore described property, distant thereon South 11° 51' 30" East 120.00 feet from an angle point therein and the point of beginning of the description of said property; thence South 78° 08' 30" West 15.00 feet; thence South 38° 30' 00" West 100.00 feet; thence South 79° 30' 00" West 90.00 feet; thence North 62° 30' 00" West to the Westerly line of said land.

SUBJECT TO:

(1) All taxes and assessments.

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RESERVING THEREFROM easements for storm drains, public utilities, walkways and bridle trails over, under and along a strip of land 15.00 feet wide, the Easterly line of which is the Westerly line of land of said Fillorum Corporation, and a 10.00 foot strip, the Westerly line of which is the Westerly line of the herein described parcel of land.

ALSO RESERVING THEREFROM an easement for recreational purposes and walkways, together with the right to grant the same to others, over that portion of the hereinbefore described land lying South of the following described line: Beginning at a point in the Easterly line of the hereinbefore described property, distant thereon South $11^{\circ} 51' 30''$ East 120.00 feet from an angle point therein and the point of beginning of the description of said property; thence South $78^{\circ} 08' 30''$ West 15.00 feet; thence South $38^{\circ} 30' 00''$ West 100.00 feet; thence South $79^{\circ} 30' 00''$ West 90.00 feet; thence North $62^{\circ} 30' 00''$ West to the Westerly line of said land.

SUBJECT TO:

- (1) All taxes and assessments.

(2) All conditions, restrictions, reservations, rights, rights-of-way and/or easements of record.

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PROVIDED, HOWEVER, that this conveyance is made and accepted upon each of the following express conditions and restrictions which shall apply to, inure to the benefit of and bind the parties hereto and their respective heirs, executors, administrators, grantees, lessees, devisees, successors and assigns:

(1) Said property conveyed hereby shall not nor shall any part thereof be used for any purpose other than single family residential purposes and no building or structure shall be constructed, maintained or altered upon said property which shall be used, designed or intended to be used for any other purpose than single family dwelling purposes; provided, however, that the use of said property shall be limited to the erection, construction and maintenance thereon of not more than four (4) such single family private residences, each of which residences, together with appurtenant private outbuildings in connection therewith, shall be upon a separate building site of not less than one-third (1/3) of an acre in area, and no building site for any such single family private residence, together with said appurtenant outbuildings in connection therewith, shall be used for more than one such residence with said outbuildings in connection therewith and unless the same is of one-third (1/3) acre or more in area; excepting, however, that easements reserved in this deed may be used for the purposes reserved. "Appurtenant private outbuildings" which may be constructed upon a building site shall mean one separate quarters for servants exclusively or one separate quarters, if without kitchen, for non-paying guests and one garage and other type buildings customarily used in connection with single family dwelling, excepting that no stable or corral shall be constructed or maintained upon said property, without the written approval of grantor and provided that on any building site below the level of one hundred twenty-five (125) feet above sea level which is in excess of two (2) acres in area up to but not more than one such servants' quarters and two such guest houses (without kitchen) shall be permitted. A "building site" as the term is used herein shall be a separate parcel of land under one ownership and in computing said one-third (1/3) acre for building sites easements for roads and streets shall not be included.

(2) No main residence, exclusive of outbuildings and exclusive of any porch, patio, covered but unenclosed area and any outbuilding which is attached to a part of said residence, shall be constructed or maintained upon said property or any part thereof (1) in event such residence is of one story in height unless the same contains at least one thousand two hundred and fifty (1,250) square feet of ground floor area, and (2) in event such residence is of more than one story in height unless the same contains at least one thousand (1,000) square feet of ground floor area and one thousand five hundred (1,500) square feet of total floor area; provided that below the level of one hundred and twenty-five (125) feet above sea level said ground floor area may be decreased with the written consent of grantor. No building or structure shall be constructed or maintained upon said property or any part thereof of more than one story in height without the written approval of grantor.

(3) No residence, building, fence, wall, enclosure, drive, utility or other structure shall be erected, placed or maintained upon, under or above any part of said property unless the plans and specifications and color plan thereof and a plot plan showing the location thereof, and grading plans (if requested) for the property have been approved in writing by grantor and a copy of each of such plans and specifications, color plan, plot plan and grading plan (if requested) as finally approved is deposited for record with grantor. Also, no alteration or change shall be made in connection with or in any such residence, building, fence, wall, enclosure, drive, utility or other structure which change the exterior appearance, color scheme or location thereof and no change shall be made in the grading plan of any portion of said property without the prior written approval by grantor. Plans and/or specifications which are not approved or disapproved by grantor within thirty (30) days after receipt by grantor shall be deemed to have been approved.

(4) No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, placed or permitted upon any portion of said property, nor shall any water, oil, natural gas, petroleum, asphaltum or other hydrocarbon product or substance be produced or extracted from any well or wells upon, in or under said property. No mining operations shall be carried on upon or under any part of said property.

(5) No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of said property so as to render said property unsanitary, unsightly, offensive or detrimental to any of the property covered by this deed or any property in the vicinity thereof or to the occupants of any such property. The raising, keeping and/or selling of horses, cattle, sheep, rabbits, pigs, hogs, cats, dogs and/or other animals, poultry, birds and/or reptiles, either in singular or plural number, for pleasure or commercial gain upon any part of said property is prohibited, excepting that dogs, cats and other usual household pets may be kept for pleasure upon said property provided that they are not in unreasonable quantity and provided that they do not become a nuisance to other owner and/or occupant of any of said property covered by this deed or any occupant of any property in the vicinity thereof.

(6) No clothes, sheets, blankets or other articles shall be hung out to dry, air, or for similar purposes on any part of said property except in a yard enclosed by lattice or wood fence or other enclosure at least six inches higher than such hung articles, unless otherwise consented to in writing by grantor.

(7) No building upon said property shall be in any manner occupied or used in the course of original construction or until completed and made to comply with all restrictions, covenants and conditions set forth or referred to herein. All work or construction and/or improvement on said property or any part thereof shall be prosecuted diligently and continuously from the time of commencement until the same shall be fully completed.

(8) Except with the written consent of grantor, no trailer, tent or temporary living quarters shall at any time be placed upon any part of said property and also without such consent, no building or structure shall be placed upon any part of said property prior to the erection and completion of the main residence thereon.

(9) Every building, fence, wall or other structure placed on any part of said property shall be constructed from new material only and not from second-hand material, and no building constructed elsewhere shall be moved to or reconstructed on said property, unless deviation be permitted in writing by grantor.

(10) No privy shall be erected, maintained or used upon any part of said property but a temporary privy may be permitted during the course of construction of a building thereon and when needed in connection with such construction. Any lavatory, toilet or water closet that shall be erected, maintained or used upon said property shall be enclosed and located within a building herein permitted to be erected on said property and shall be properly connected with an underground septic tank or other method of disposal so constructed and operated that no offensive odors shall arise or escape therefrom.

(11) No obstruction, diversion, bridging or confining of any existing channels through which water in time of storms naturally flows upon, over or under any portion of said property shall be made by any person in such manner as to cause damage to any other property; excepting that any existing channel may be diverted, bridged, confined or reconstructed, or a new channel constructed provided that grantor shall determine that said new channel or diverted, bridged or reconstructed channel is adequate to carry the amount of storm water liable to flow therein, and shall in writing approve the same.

(12) All buildings and other structures upon said property or any part thereof shall at all times be maintained in good condition and repair and properly and neatly painted.

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(13) Each building erected and maintained upon a building site shall be located not less than twenty (20) feet from the front property line and not less than five (5) feet from the other exterior boundary lines of said building site, unless deviation be permitted in writing by grantor.

(14) No billboard of any character shall be erected, posted, painted or displayed upon any part of said property. No sign shall be displayed upon or about any of said property without the written consent of grantor, excepting residence signs giving the name of the occupant and/or the street number in accordance with uniform design approved by the grantor.

(15) The failure by grantor or any other owner of any property or other person to enforce any of the restrictions, covenants, conditions and/or reservations provided for in this deed shall in no event be deemed a waiver of the right to enforce the same hereafter or to enforce any other restriction, covenant, condition or reservation contained in this deed.

PROVIDED, ALSO, that the foregoing restrictions, covenants and conditions shall operate as covenants running with the land and shall be binding upon and inure to the benefit of said property and each portion thereof and the present and future owners thereof, and also shall exist in favor of the real property and each portion thereof whether owned by grantor or others within five hundred (500) feet of any exterior boundary line of the property conveyed hereby and in favor of each present and future owner of any portion of said property within said five hundred (500) feet area; and a breach of any such restriction, covenant or condition may be enjoined, abated or remedied by grantor or by any present or future owner or owners of any part of said property or of any portion of said property within said five hundred (500) feet area.

PROVIDED, ALSO, that a breach of any of the foregoing restrictions, covenants or conditions shall cause said property conveyed hereby to revert to said grantor, or its successor in interest to such right, if any, who shall have the right to immediately re-enter upon said property in event of such breach; provided, however, that in event said property is at such time divided into more than one building site or parcel under separate ownership, such reversion and right of re-entry shall apply only to the building site or parcel upon which said breach occurs; and provided, further, that a breach of any of the foregoing restrictions, covenants, or conditions shall not nor shall any right of reversion or re-entry by reason of such breach defeat or render invalid any mortgage or deed of trust (or the lien or title thereof) made in good faith and for value as to said property or any part thereof, but said restrictions, covenants and conditions shall be binding upon and effective against any subsequent owner of said property covered by such mortgage or trust deed or any part thereof whether such owner obtains title at foreclosure or trust deed sale or otherwise.

PROVIDED, ALSO, that invalidation of any one or more of the provisions of this deed by judgment or court order shall in no wise affect any of the other provisions but the same shall remain in full force and effect.

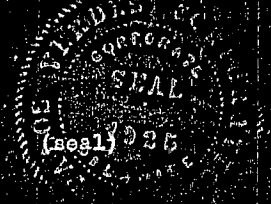
PROVIDED, ALSO, that all of the foregoing restrictions, covenants, conditions and reservations shall continue in full force and effect at all times against said property and the owners thereof until January 1, 1972, and shall be continued automatically from that time for a period of ten (10) years and thereafter for successive periods of ten (10) years each unless, within the six (6) months prior to January 1, 1972, or within the six (6) months prior to the expiration of any successive ten (10) year period thereafter, a written agreement executed by the then record owners of more than three-fourths (3/4) in area of said property and grantor, or its successor in interest, be placed of record in the office of the County Recorder of Los Angeles County, California, by the terms of which agreement any of the said restrictions, covenants, conditions or reservations are modified or extinguished in whole or in part as to all or any part of said property.

If any such written agreement or modification be so recorded, the restrictions, covenants, conditions and reservations as therein modified shall continue in force for successive periods of ten (10) years each until further modified or extinguished as hereinabove provided.

PROVIDED, ALSO, that amendment, modification, change or termination of all or any of the covenants, conditions, restrictions and/or reservations contained in this deed may be hereafter made and effected from time to time by written instrument duly executed by the then owner or owners of record of the property covered by this deed and grantor or its then successor, if any, and the then owners of record of not less than three-fourths (3/4) in area of all real property in private ownership within five hundred (500) feet in all directions from each exterior boundary of said property covered hereby, with signatures duly acknowledged, provided that said written instrument upon execution shall be forthwith recorded in the office of the County Recorder of Los Angeles County, California.



In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its President and Assistant Secretary thereunto duly authorized, this 8th day of April, 1952



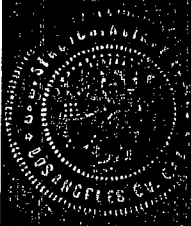
PALOS VERDES CORPORATION

By Frank A. Vanderlip, Jr. President
By John H. Robertson Assistant Secretary

State of California }
County of Los Angeles } SS

On this 13th day of June, A. D., 1952, before me, the undersigned, a Notary Public in and for said County, personally appeared FRANK A. VANDERLIP, JR. known to me to be the President, and JOHN H. ROBERTSON known to me to be the Assistant Secretary of the Palos Verdes Corporation, 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 acknowledge to me that such corporation executed the same.

Witness my hand and official seal.



G. M. Strick
G. M. STRICK, Notary Public in and for Said County and State.
My Commission Expires April 16, 1955

DOCUMENT No. _____
RECORDED AT REQUEST OF
TITLE INSURANCE & TRUST CO.

JUN 17 1952 AT 8 A. M.

BOOK 39174 PAGE 176
IN OFFICIAL RECORDS
County of Los Angeles, California

Fee \$ 4 75
MAME B. BEATTY, County Recorder
By E. M. M. M. M. Deputy

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490-277

Recorded and compared: MAME B. BEATTY, County Recorder, By Hand Deputy

This Deed of Trust, Made this 9th day of June, 1952
Between B. McDUFFEE, an unmarried woman

whose address is Post Office Box #583, Long Beach, California
(STREET AND NUMBER) (CITY) (STATE)

Title Service Company

a Corporation of Bellflower, California, herein called Trustee, and
J. D. HIATT and MARJORIE R. HIATT, husband and wife, as joint tenants
herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS to TRUSTEE IN TRUST,
WITH POWER OF SALE, that property in Los Angeles County, California,
described as:

The North 50 feet of Lot 14, in Block 3 of the Townsend
and Robinson Tract, in the City of Long Beach, County of
Los Angeles, State of California, as per map recorded in
Book 2, Pages 3 and 4 of Maps in the office of the
County Recorder of said County.

Together with all buildings and improvements now or hereafter placed there-
on, and the rents, issues and profits therefrom, it being understood and
agreed that all classes of property attached or unattached used in connection
therewith shall be deemed fixtures.

FOR THE PURPOSE OF SECURING: (1) Payment of the sum of \$7500.00
with interest thereon according to the terms of a promissory note or notes of
even date herewith, made by Trustor, payable to the order of the Beneficiary
and extensions or renewals thereof; (2) Payment of such additional sums with
interest thereon, as may be hereafter borrowed from the Beneficiary by the
then record owner or owners of said property when evidenced by another pro-
missory note or notes. (3) Performance of each agreement of Trustor herein
contained.

For
ASSIGNMENT
See Bk. 41,080
Pg. 425
Official Records

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