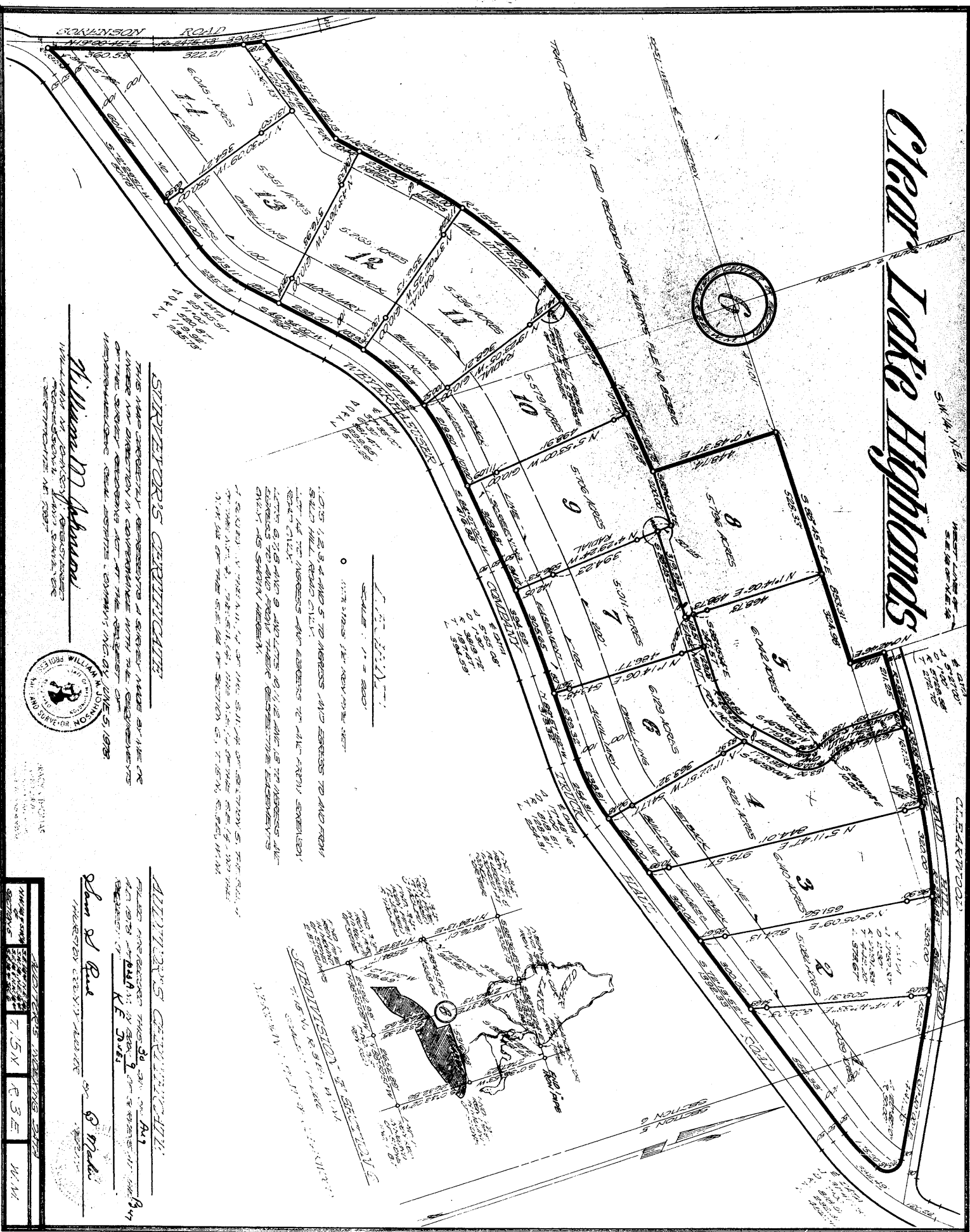


# Clear Lake Highlands

PL. 4-15-36 BOX 9 PAGE 47 EIT'S NO. 1050008



## SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION IN OBEYANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF THE STATE OF CALIFORNIA, AND I HEREBY CERTIFY THAT THE SAME IS TRUE AND CORRECT.

William M. Johnson

REGISTERED SURVEYOR  
CALIFORNIA NO. 10500



## ATTORNEY'S CERTIFICATE

I, the undersigned, being a duly qualified Attorney at Law, do hereby certify that the foregoing is a true and correct copy of the original survey map as the same appears on file in my office.

John S. Rice

ATTORNEY AT LAW

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## THURSTON COUNTY, WASHINGTON

STATE OF WASHINGTON, )  
COUNTY OF THURSTON, ) SS

## A F F I D A V I T.

This is to certify, That on this 1st day of October, A.D., 1927, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came M. W. Tobin and Zina Tobin, husband and wife, and E. L. Thornton and Adah E. Thornton, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year in this certificate first above written.

John S. Lynch  
Notary Public in and for the State of  
Washington, residing at Olympia,  
Washington.

Seal of John S. Lynch  
Com. Exp. Jan. 30, 1928

#203526 Filed for record January 18th, 1929 at 1:43 P.M. by M. W. Tobin

E. L. Van Epps  
County Auditor

By Florence R. Willey Deputy  
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8854

THIS INDENTURE, made this 19th day of January in the year of our Lord one thousand nine hundred and 28 between CLEAR LAKE HIGHLANDS, INC., a corporation duly organized and existing under and by virtue of the laws of the State of California, and having its principal place of business at Los Angeles, in the County of Los Angeles, State of California, the party of the first part, also, hereinafter referred to as the SELLER, and SAMUEL J. HUMES and HELEN RANDOLPH HUMES the parties of the second part, also hereinafter referred to as the BUYER:

WITNESSETH That the said party of the first part, for and in consideration of the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00), Gold Coin of the United States of America, to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, conveyed and confirmed, and by these presents does grant, bargain, sell and convey unto the said parties of the second part in joint tenancy, and to the survivor of them, and to the heirs and assigns of such survivor forever, all the at certain lot, piece or parcel or land situate, lying and being in CLEAR LAKE HIGHLANDS, County of Lake, State of California, and bounded and particularly described as follows, to-wit:

The north 25 feet and the south 25 feet, being all of Lot 23 Block 4 of that certain subdivision known as "TRACT NO. 7, CLEARLAKE HIGHLANDS," as the same is shown and delineated upon the official map or plat of said subdivision now on file and of record in the office of the County Recorder of the said County of Lake in Vol. 3 of Town Maps, at Pages 83 to 85 inclusive.

TOGETHER with the appurtenances, and also together with an easement to enforce in a court of equity of all or any of the restrictions enumerated in the several subdivisions of paragraph 2 hereinafter set forth, by other buyers or owners of other lots in said tract referable thereto.

TO HAVE AND TO HOLD the said property, appurtenances and easements unto the said parties of the second part as joint tenants with right of survivorship, and the heirs and assigns of such survivor forever, provided, however, and this conveyance is expressly made and accepted subject to and upon the following liens, encumbrances, reservations and conditions, to-wit:

1. All taxes and assessments and installments thereof hereafter coming due.

2. Subject to the following restrictions, to-wit:

(a) No part of any lot in said tract shall ever be used or occupied by any negro, mulatto, or person of Chinese or Japanese extraction or descent, other than servants.

(b) That at no times hereafter shall any lot in said tract be used for any purpose or in any manner which will be deleterious to the public health or offensive to the public; that the above bargained premises shall at all times be kept in a clean and sanitary condition by the said BUYER: that at no time hereafter shall any raw sewage be caused or permitted by any buyer to flow from any lot in said tract into Clear Lake, nor remain on any of said lots except in a cesspool or septic tank or like structure conforming to State laws.

3. That this deed is made and accepted upon the condition subsequent that in the event of the violation of either or any of the restrictions in the last