

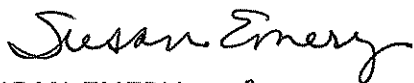
FINANCIAL IMPACT

There is no financial impact to the Housing Authority.


RECOMMENDATION

It is recommended that the Housing Authority:

- Approve the attached Termination of Covenants, Conditions, and Restrictions, and authorize the recording of the same;
- Authorize the Director to execute the Termination of Covenants, Conditions, and Restrictions on behalf of the Housing Authority and any other documents necessary to accomplish the termination.



SUSAN EMERY
Community Development Director



By: Carlos Marquez
Real Property Agent

Attachment 1 – Termination of Covenants, Conditions, and Restrictions
Attachment 2 – 1955 Declaration of Restrictions

Recommended for Approval



Matthew Fertal
Director

RECORDING REQUESTED BY:

Garden Grove Housing Authority
WHEN RECORDED MAIL TO
City of Garden Grove
Attention: City Clerk
P. O. Box 3070
Garden Grove, CA 92842

SPACE ABOVE THIS LINE FOR RECORDERS USE

This is to certify that this document covers governmental business within the meaning of Section 6103 of the Government Code.

By: _____

TERMINATION OF COVENANTS CONDITIONS AND RESTRICTIONS

WHEREAS, the Garden Grove Housing Authority, a public body corporate and politic, (the "Authority"), exercising governmental functions and powers and organized and existing under Laws of the State of California is the owner of that certain real property generally described as 13096 Blackbird Street, Garden Grove, California, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, in order to effectuate the impending disposition of the Property, the Authority desires to terminate certain Covenants, Conditions, Restrictions and Protective Covenants (the "CC&R'S") encumbering the Property, by document entitled "Declaration of Restrictions," recorded on May 25, 1955, in Book 3080, Page 597 of Official Records in the office of the County Recorder of the County of Orange; and

WHEREAS, specifically it has been determined that the CC&R'S that affect the Property herein set forth therein are no longer required; and

WHEREAS, It has been found and determined that it is in the best interests of the Authority and in accordance with the public purposes and provisions and other applicable state and local laws and requirements to terminate said CC&R'S.

NOW THEREFORE, pursuant to the terms and provisions of said Covenants, Conditions, Restrictions and Protective Covenants, the Garden Grove Housing Authority, does hereby terminate in their entirety said Covenants, Conditions, Restrictions and Protective Covenants (Declaration of Restrictions) as herein above set forth, and finds and declares that they shall be of no further force and effect, insofar and only insofar as same affects the Property described in said Exhibit A.

GARDEN GROVE HOUSING AUTHORITY, a public body corporate and politic

By: _____
Director

Date: _____

ATTEST:

By: _____
Its: Secretary

Exhibit A

Lots 4 to 113 inclusive, and Lots 117 to 157 inclusive, of Tract No. 1992, as shown on a map thereof recorded in Book 73, Pages 27, 28, and 29, Miscellaneous Maps, records of said Orange County.

End of Legal Description

62903

DECLARATION OF RESTRICTIONS

Term of
C.C.R.'s

This Declaration, made this 25 day of May, 1955

By J & S Enterprises, a partnership, and Malvern Homes, a corporation,
hereinafter referred to as "Declarants":

WITNESSETH:

That Declarants are the owners of that certain land in the County of Orange, State of California, described as follows:

Lots 4 to 113 inclusive, and Lots 117 to 157 inclusive, of Tract No. 1992, as shown on a map thereof recorded in book 73, pages 27, 28 and 29, Miscellaneous Maps, records of said Orange County.

That all of said lots shall be held, sold, transferred and conveyed by Declarants subject to the conditions, restrictions and covenants hereinafter set forth, which are hereby declared to be for the benefit of all of said lots, and which shall run with said lots and be binding upon each and every owner thereof, or any portion thereof, their heirs, successors and assigns.

That the terms "lot" and "building plot" as used herein shall be deemed and construed to mean some portion of said land sufficient in area for the use and occupation of a dwelling house and outbuildings of the character and size hereinafter required.

(1) That said land shall be used for residence purposes only, and no structures shall be erected, altered, placed or permitted on any building plot, other than one detached single-family dwelling not to exceed one story in height and a private garage for not more than two cars.

(2) No mercantile, manufacturing, mechanical or trading business or business establishment of any nature shall be maintained on said land, nor shall anything be done thereon which may become or be an annoyance or nuisance to the neighborhood. No horses, cattle, swine, sheep, goats, chickens or rabbits shall be kept or maintained on said land.

(3) No dwelling house shall be permitted on any lot of which the ground floor area of the main structure, exclusive of porches and garages shall be less than 1100 square feet.

(4) No building shall be located on any building plot nearer than 20 feet to the street on which the lot or lots front, or nearer than 10 feet to any side street line. No building shall be located on any building plot nearer than 5 feet to any building plot side line excepting garages or other permitted accessory buildings located 50 feet or more from the street on which the lot or lots front.

(5) No fence or hedge exceeding 3 feet in height shall be erected or permitted to remain between the street and the front setback line on any lot.

(6) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said land shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(7) No building shall be erected, placed or altered on any building plot until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures on said land and as to location of the building with respect to topography and

finished ground elevation by a committee composed of R. C. Jewett, George Daniels and W. E. Jewett

or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. In the event the committee, or its designated representative fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(8) The use of any portion of the surface of said land for drilling operations, mining or quarrying of all kinds, including but not limited to, oil well drilling, oil development, mining operations, together with the use of said surface for oil wells, tanks, tunnels, mining, excavation or shafts, is hereby and shall be prohibited, provided, however, the foregoing shall not be construed to prohibit slant drilling operations or such other operations which in no way use or in any way affect the surface rights of said land, and which do not enter said land at a point less than 500 feet below said surface.

(9) No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.

The covenants, conditions and restrictions herein contained shall run with the land and be binding and in force for a period of twenty-five years from the date this declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years unless an instrument signed by the then owners of a majority of the lots in said tract has been recorded agreeing to change said covenants, conditions and restrictions in whole or in part.

Invalidation of any of the covenants, conditions and restrictions herein contained by a judgment or a court order shall in no way affect or alter any of the provisions hereof, which shall continue in full force and effect.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restrictions, condition or covenant herein contained either to restrain violation or to recover damages.

A breach of any of the restrictions, conditions and covenants herein contained shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said lots, or any part thereof, but such restrictions, conditions and covenants shall be binding upon and effective against any owner thereof whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Vehicular access to Lots 4 to 10 inclusive, 108 and 117 to 120 inclusive, shall be restricted from Trask Avenue.

J & S ENTERPRISES, a partnership.

By R. C. Jewett
Agent for the Partnership

By George Daniels
Agent for the Partnership

STATE OF CALIFORNIA }
COUNTY OF Orange } SS.

On this ~~25th~~ ^{25th} day of May, 1955, before me, G. Maxson Foss, a Notary Public in and for said County and State, personally appeared George Daniels & R. C. Jewett, known to me to be two of the agents of the partnership that executed the within instrument, and acknowledged to me that TUCU executed the same for and on behalf of said partnership, and that said partnership executed the same.

WITNESS my hand and official seal.

G. Maxson Foss
Notary Public in and for said
County and State

My commission expires MY COMMISSION EXPIRES OCTOBER 2, 1956

MALVERN HOMES, INC., a corporation.

By W. H. Jewett
President

By R. C. Jewett
Secretary

STATE OF CALIFORNIA }
COUNTY OF Orange } SS.

On this ~~25th~~ ^{25th} day of May in the year one thousand nine hundred fifty-five, before me, G. Maxson Foss, a Notary Public in and for said County and State, personally appeared W. H. Jewett, known to me to be the President, and R. C. Jewett, known to me to be the Secretary of the corporation that executed the within 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, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

G. Maxson Foss
Notary Public in and for said
County and State

My commission expires MY COMMISSION EXPIRES OCTOBER 2, 1956

The undersigned, owners of beneficial interest under deed of trust of record, hereby consent to the foregoing Declaration of Restrictions and subordinate our rights to the provisions of said Declaration of Restrictions.

SECURITY TITLE INSURANCE COMPANY

By Lester A. Jones
Vice President

By John F. Crilichour
Assistant Secretary

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS.

On this 25th day of May in the year one thousand nine hundred fifty-five, before me, E. H. CAMPBELL, a Notary Public in and for said County and State, personally appeared Lester A. Jones, known to me to be the Vice President, and John F. Crilichour, known to me to be the Assistant Secretary of the corporation that executed the within 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, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

E. H. Campbell

Notary Public in and for said County and State

My commission expires 1-23-59

The undersigned, owners of beneficial interest under deed of trust of record, hereby consent to the foregoing Declaration of Restrictions and subordinate our rights to the provisions of said Declaration of Restrictions.

POMONA FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

By Alma B. Glidewell
Vice President

By Margaret Miropolsky
Asst. Secretary

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.

On this 25th day of May in the year one thousand nine hundred fifty-five, before me, Margaret Miropolsky, a Notary Public in and for said County and State, personally appeared E. L. Wickstrom, known to me to be the Vice President, and Alma B. Glidewell, known to me to be the Secretary of the corporation that executed the within 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Margaret Miropolsky

Notary Public in and for said County and State

My commission expires January 27, 1956

RECORDED AT REQUEST OF SECURITY TITLE INSURANCE CO.

MAY 25 1955 9:00 A. M.

BOOK 3080 PAGE 597

OFFICIAL RECORDS Orange County, California

Ruby M. McFarland COUNTY RECORDER

4/6/53