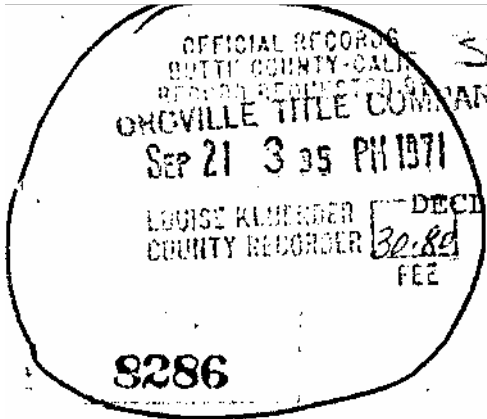


# REVISION OF APRIL 18



DECLARATION OF PROTECTIVE COVENANTS [CONDITIONS AND RESTRICTIONS FOR CAMELOT SPRING VALLEY, RANCH, UNIT 1

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FOR CAMELOT

UNIT ONE

WHEREAS, Eugene A. Ringel and Dorothy M . Ringel, husband and wife, herein referred to as "Declarant," are the owners of all the real property described in that subdivision SPRING VALLEY RANCH map (hereinafter called "Map") entitled CAMELOT/, Unit One, which Map was recorded in the office of the County Recorder of Butte County, California, on the 10<sup>th</sup> Day of Sept., / 1971, in Map Book 38, page 51 to 56; and

WHEREAS, all of the real property described in the Map comprises in the aggregate a single subdivision unit (hereinafter sometimes alternately referred to as "the unit" and "the subdivision") which is ONE OF THE SEVERAL units contemplated in the Camelot General Subdivision, which other units are to be developed from adjacent lands owned by or to be acquired by Declarant; and

WHEREAS, there are 250 subdivided lots set forth and described in the recorded map, numbered 1 through 250, respectively; and

WHEREAS, Declarant is about to sell and convey the said lots and before doing so desires to subject them to and to impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions", under a general plan or scheme of improvements for the benefit of all the lots and all of the land in the unit and in the General Subdivision, and the future owners of those lots and lands; and

preservation of the values and amenities in the subdivision to create an agency to which should be delegated and assigned the powers of enforcement of these covenants and restrictions, and maintenance and administration of any common facilities which may be acquired or developed for the benefit of the General Subdivision and any addition.; thereto and for the collecting and disbursing of assessments and discharges hereinafter created; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of California, as a non-profit corporation, CAMELOT OWNERS' ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association") for the purpose of exercising said functions;

Now, THEREFORE, Declarant hereby declares that all of the property described above in said Map is held and shall be held, conveyed, hypothecated or encumbered, transferred, leased, rented, used, occupied and improved, in whole or in part subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the land so described and which are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property described in the Map. All of the Restrictions shall run with the land and shall be binding upon and inure to the benefit of Declarant, the Association, and all parties having or acquiring any right, title or interest in the described lands or any part thereof.

ARTICLE I  
ADDITIONAL LANDS

1.1 Additions to Existing Properties: Additional land may become subject to these Restrictions in the following manner: Declarant, or its successor in interest, shall have the right to bring within the scheme of these Restrictions and to annex into the General Subdivision, additional properties in future stages of the development, at any time within three: (3) years from the date of issuance of a public report pertaining to any portion of the General Subdivision by the Commissioner of Real Estate, State of California, provided that such additions shall not cause the assessments against the owners of existing properties to be substantially and unreasonably increased. Declarant or its successors shall not be bound to add any additional subdivision units or to adhere to these restrictions in any subsequent development of adjoining properties which are not made a part of the General Subdivision. The additions authorized shall be made by filing for record a supplementary declaration with respect to the additional property which shall extend the scheme of the Restrictions to such property. Such supplementary declaration may contain those modifications that may be necessary to reflect the different character, if any, of the added properties so long as they are not inconsistent with the scheme of these Restrictions. Such supplementary declaration shall not revoke, modify, or add to the restrictions established for any previously developed unit of the General Subdivision.

ARTICLE II

CAMELOT OWNERS ASSOCIATION, INC.

- 2.1 The Establishment of Association: The CAMELOT OWNERS' ASSOCIATION, INC., a California non-profit corporation, hereinafter referred to as "Association," has been established for the purpose of promoting the community welfare of property owners in the General Subdivision.
- 2.2 Membership: Every person who is a record owner of a fee or undivided fee interest in any lot subject to these Restrictions, whether acquired from Declarant or otherwise, shall become a member of the Association by virtue of his ownership of said lot and shall remain a member thereof so long as he holds said title and will observe and abide by the Articles and By-Laws of said Association as the same may be amended from time to time.
- Membership in the Association is not intended to, and shall not, apply to those persons who hold an interest in a lot merely as security for the performance of an obligation to pay money. Reference is hereby made to the Articles and By-Laws of the Association for all duties, rights, definitions, and classes and voting rights of membership.
- 2.3 Incorporation by Reference of ARTICLES AND BY-LAWS: The Articles of Incorporation and By-Laws of the Association, hereinafter called "Articles and By-Laws," incorporated by reference herein and by this reference made a part hereof as if fully set forth herein.
- 2.4 Responsibility of Association: The Association shall be responsible for the maintenance, repair, and upkeep of the private streets, parks, and common and natural areas within the General Subdivision and each unit thereof,

for drainage, slope, sewer, utility, radio and TV or other easements reserved by Declarant and for the driveways of "flag lots," as shown on the Map. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such streets, parks, and common and natural areas and other such properties within the General Subdivision as it may from time to time own.

2.5 Powers: The Association shall have all the powers that are set forth in its Articles of Incorporation and By-Laws or that belong to it by operation of law, including the power to levy assessments against every lot in the General Subdivision as provided in the Articles and By-Laws and herein; provided, however, that no such assessment shall be levied against declarant, the Association, or any corporation that may be created to acquire title to and to operate any utilities servicing the General Subdivision, or any recreational facilities located within or adjacent to the General Subdivision solely by reason of ownership or control thereof. To the extent that Declarant retains any lots within the General Subdivision it shall bear its proportionate share of expenses incurred by the Association in the maintenance of its properties along with all other lot owners as herein provided.

2.6 Privileges of Membership:

Members and their guests shall have the right of use of the streets and parks and common and natural area properties in the subdivision and any other property or facilities from time to time owned by the Association, subject to the provisions of

subdivision from time to time recorded and such other rules and fees for the use of the streets, parks, or common properties or facilities as may be adopted by the Board of Directors of the association.

### ARTICLE III

#### ARCHITECTURAL AND ENGINEERING CONTROL COMMITTEE

3.1 Creation and Composition of Committee: An Architectural and Engineering Control Committee, hereinafter referred to as "Committee," is hereby created. The Committee is composed initially of the following three (3) members: Eugene A. Ringel, Dorothy M. Ringel, and Katherine Campbell. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment by Declarant. At least one member of the Committee shall be a licensed Architect or Civil Engineer unless provision is made by the Board of Directors of the CAMELOT OWNERS ASSOCIATION, INC. a paid consultant who shall be a party to all of the committee's deliberations .

3.2 Control by Association:

When ninety percent (90%) of the lots in the general subdivision have been sold, or three (3) years from the date of the final subdivision public report for the subdivision, whichever is earlier, the Board of Directors fo the Association shall have control of the appointments and removal of committee members.

3.3 Submission of plans and Specifications:

No building, structure, mobile home, ~~wall or fence~~ shall be erected, placed, maintained, altered, ~~or painted~~ upon any lot

until the construction plans and specifications and a plan showing the location and design of the mobile home or structure, the location and design of the well, if applicable, the location and design of the septic tank, if applicable, and the location of any existing wells and septic tanks within 100 feet of lot boundaries have been approved by the Committee as to design, quality of workmanship and materials, harmony of external design with existing structures, including roofs and exterior color schemes or surfacing materials, and as to location with respect to topography and finish grade elevation. All plans, specifications, and other data shall be submitted to the Committee in duplicate; and one copy thereof, as finally approved,

EAR shall be retained the Committee. ~~The committee may require a~~

EAR ~~reasonable inspection fee for review of plans and specification.~~

3.4 Committee\_Regulations: The address of the Committee for receipt of communication or requests for approval of plans shall be Route 1, Box 234, Oroville, California, or such other place as may be designated by the Association. The Committee's approval or disapproval as required in these Restrictions shall be in writing. In the event the Committee or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been actually received by it (and the Committee has not notified the persons submitting them that an additional period of time, not to exceed thirty 30; days, is required for such approval or disapproval, and in the event of failure to approve or disapprove after said additional period of thirty (30) days in the event it is requested by the

Committee) approval will not be required and the plans and specifications shall be deemed approved as submitted.

3.5 Variance: The owner of a lot may apply to the Committee for a variance to allow the building of a structure or improvement or mobile home nearer to any lot line than herein permitted, or for variance of some other restriction contained herein. The Committee shall determine within thirty (30) days from submission whether said variance shall be granted, applying a standard of reasonableness which takes into consideration all relevant factors. The decision of the Committee shall be final and there shall be no appeal therefrom. The Committee shall grant such variance as it deems fit for structures already in existence at the date that these Restrictions are recorded.

~~3.6 FEES Reasonable fees and expenses for meetings may be paid to the members of the committee: as may be determined by the board of directors of the Association.~~

#### ARTICLE IV

##### BUILDINGS, SETBACKS, AND RELATED RESTRICTIONS

4.1A. Land Use And Building Types: With the exception of lots 250 and 251, all of the lots in the subdivision shall be used and occupied solely as single family residence lots. All such single family residences shall be subject to the approval of the Committee as herein provided, and to the following conditions:

1. Notwithstanding anything to the contrary that may be contained herein, no mobile home shall be placed, erected, or permitted, or maintained on any lot lying east of the center line of Concow

EAR(excepting for camper and travel trailer provisions as related in paragraph D, D11)

Creek as such Concow Creek is shown on the Map,^ and any references hereafter to the conditions for mobile homes shall not apply to said lots.

2. Single family residences and mobile homes shall be permitted on any lot lying West of the center-line of Concow Creek, subject to these conditions.
3. All residences or mobile homes must have complete sanitary facilities, including, among others, a lavatory, wash basin, tub or shower, kitchen sink, and must be connected to a septic tank and leaching field or community sewage system located and constructed in accordance with the provisions of the Butte County Health Department and the Butte County Department of Sanitation.
4. Within ninety (90) days after the installation of any mobile home in this subdivision, the owner thereof shall skirt said mobile home by enclosing (using good and substantial material) the entire area between the mobile home and the ground.
5. Not more than one (1) such single family residence or mobile home shall be placed on each of the subject lots in this subdivision, with the exception of two (2) or more mobile homes joined together to form a single dwelling as approved by the Architectural Control Committee.
6. All single family residences constructed or placed on any lot shall contain a minimum of six hundred and twenty five (625) square feet of habitable area, exclusive of one story open porches, patios, and garages on the ground floor, with no structure exceeding one and one half (1-1/2)

stories in height. All mobile homes shall contain a minimum of four hundred (400) square feet of habitable area. The Architectural Control Committee may waive this requirement where, and in its sole opinion, compliance would create undue hardship.

B. Dwelling and Building Location: No such single family

residence or mobile home or other approved structure shall be placed closer than twenty-five (25) feet to the front lot line, or fifty (50) feet from the street center line, as indicated on the recorded map of this subdivision, whichever distance is greater,

EAR nor nearer than ~~ten (10)~~ five feet to any interior

EAR lot line, nor nearer than ~~twenty (20)~~ five feet to

EAR any rear lot line. Eaves ~~and steps~~ shall ~~not~~, for the purposes of this paragraph, be considered as part of a building.

C. Fences: or other dividing structures not to exceed six (6) feet in height shall

be permitted except that no such fence or other dividing structure shall be permitted within or between any of the easements provided for in sub-

paragraph "C" of paragraph 5.1 of Article V of these articles and the lot lines, or between building setback lines and the front lot lines as said

lines are shown on the maps. ~~All such fences or other dividing structures~~

~~shall be constructed of either redwood or cedar, and shall be kept in good~~

~~repair and maintained so as to offer a pleasant appearance. No wire or chain~~

~~link fences shall be permitted on any of the subject lots in this~~

~~subdivision.~~

use (such as a single family residence or mobile home that does not meet the conditions set forth in subsection

EAR *self-contained* *self-contained travel trailer*  
A above, or ~~an~~ automotive camper, ^, a tent, a shack, a barn, or other type of outbuilding of this nature) shall be a permitted temporary residential use of any of the subject lots in this subdivision. However, on written approval of the Architectural Control Committee and not to exceed a period of one hundred twenty (120) days, a temporary EAR *as aforesaid* structure^ may be maintained, provided said structure is

EAR located at the rear of the lot ~~and construction of a~~  
EAR ~~permanent residence is pursued with obvious and reasonable~~ EAR  
~~diligence.~~ A barn shall be allowed on lots 250 and 251.

D. Garbage and Refuse Disposal: None of the subject lots in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All such waste of this nature must be kept in sanitary containers, out of sight of the street, and removed from the lot at least once a week. All equipment for the storage of such waste material shall be maintained in a clean and sanitary condition at all times and shall either be buried below the surface of the ground or screened and placed so as not to be visible from any street or from anywhere on on the adjoining lots or natural areas. No outside burning of trash or garbage shall be allowed.

E. Livestock, Poultry and Pets: No animals, livestock, or poultry of any kind shall be raised, bred, kept,

dogs, cats, or other normal household pets for the use of the family may be kept so long as they do not become or constitute a nuisance to any neighboring property owners. Not more than one (1) horse may be kept or maintained on any lot less than one (1) acre in size at any one period of time. The area on said lot where said horse is kept and maintained shall be completely and adequately fenced. All corrals, fences, and other structures used in connection with the keeping and maintenance of horses shall be not less than seventy-five (75)

~~EAR feet from the front property line of the lot and shall be EAR set back not less than fifteen (15) feet from the side EAR and rear property line.~~ All corrals, fences,

and other structures used shall be subject to the approval of the Committee. No horses shall be kept or maintained in any manner so as to constitute a nuisance to any neighboring property owners or in any manner which may violate any law or regulation. Common and natural areas shall be used under plans and rules promulgated from time to time by the Board of Directors of the Association. Pasturage and riding of horses may be permitted in certain areas at the discretion of and under fee structures adopted by the Board. The Board must apply to the Architectural Control Committee before engaging in actions within said Committee's purview.

G. Signs: No signs of any kind shall be displayed to the public view on any of the subject lots in the subdivision, except one (1) professional sign, not over five (5) square feet in area, displayed in a

subdivision for sale, lease, or rent, and signs used by a builder to advertise the property during the construction and sales period. The original subdivider may display signs in the subdivision during its sales program, for the purpose of advertising the sale of lots within the subdivision.

- H. Re-subdivision of Lots: None of the subject lots in this subdivision shall be split, divided, or subdivided into a smaller lot than indicated on the recorded map of this subdivision.
- I. Nuisances: No noxious or offensive activities shall be carried on upon any of the subject lots in this subdivision, nor shall any thing be done thereon which may be or may become an annoyance or nuisance to the neighborhood, and there shall not be stored, kept, maintained, or permitted to be upon any portion of any of the subject lots in this subdivision, not fully enclosed by permanent buildings, any old metal, broken down machinery or broken down material commonly designated as "junk." No boat, boat trailer, travel trailer, camper trailer, automotive camper, heavy commercial equipment, heavy construction equipment, or dilapidated vehicles of any kind shall be parked and maintained overnight on any street within
- EAR No heavy commercial equipment, heavy construction equipment or dilapidated vehicles of any kind this subdivision. ^ ~~None of the afore mentioned items~~ shall ~~ever~~ be parked in a front yard of any of the subject lots in this subdivision. Adequate space shall be prepared on each such lot in this subdivision for off-street parking of owners' personal, automobiles.

travel trailers, camper trailers, or automotive campers, or any other similar property stored on any one of the subject lots in this subdivision shall be stored on the rear

~~EAR portion of such lots, and if such storage is intended to  
EAR be of a permanent nature, said property shall be stored in  
EAR an enclosed building of permanent design.~~

K. Care, Maintenance, and Appearance of Lots; All of the lots in this subdivision shall be properly cared for at all times so as to maintain a good appearance to the public view. The owner of each such lot in this subdivision, upon placing a single family residence or mobile home or other approved structure thereon, shall provide and maintain minimal landscaping on the entire lot. In the event of neglect to properly maintain and care for any such lot, or to provide such minimal landscaping, the Architectural Control Committee hereby reserves the right, but shall have no obligation, to have the necessary work performed on any lot to keep it from creating an unsightly appearance, the charges for work so performed to be billed to, and paid for, by the owner or owners who hold record title to any such lot.

L. Removal of Trees: Owners of subject lots in this subdivision shall not themselves, nor permit any persons to, remove, destroy, or materially change the shape of any trees growing on said lots without the prior consent of the Architectural Control Committee acting in its assigned

~~EAR Approval by said committee of site or building plans for  
any lot constitutes automatic approval for removal of necessary trees.~~  
capacity. ^Upon receiving the written approval for the removal of

thereof and indemnify and hold the Architectural Control Committee harmless therefor.

M. Water Supply and Sewerage Disposal: No individual water supply or sewerage disposal system shall be permitted on any lot unless such system is designed by a designer previously qualified by the Architectural Control Committee to do such work in the area of the General Subdivision, and located and constructed in accordance with the requirements, standards, and recommendations of the Butte County Health Department, or such other local public health authority as may have jurisdiction at the time said disposal system is installed. Approval of such system shall be obtained from such authority and submittal of such a design shall be a condition precedent to approval by the Architectural and Engineering Control Committee. No mobile home or dwelling house shall be erected, maintained, or occupied for residence or any other > purposes until the same shall be connected to a sanitary sewerage disposal system, or, if none is available, provided with a sewerage disposal system consisting of individual septic tank or other equally sanitary structure for the storage and disposal of sewerage constructed, located, and connected with a disposal field in a manner first approved in writing by said local Public Health authority.

N. Well Location: No well for water shall, be constructed or dug except in the location provided for and set forth in the attached Master Plan for Wells and Percolation Easement Locations, which said Master Plan, containing \_\_\_\_\_ pages, is incorporated herein by reference.

another lot, then the owner of the first-mentioned lot shall have, and is hereby granted, an appurtenant easement over, upon, and under the lot on which the well location is located, for the purpose of constructing and maintaining a water well, together with all necessary pipes, pumps, and other equipment necessary to produce water from said well and to convey the same to the improvements on the dominant tenement.

D. Breach of Paragraph: In the event of any breach, or anticipated breach, of preceding paragraph N, either in whole or in part, in addition to any other remedies provided herein, the County of Butte shall have a direct cause of action to cure said breach or to take steps necessary to enforce the provisions of the preceding paragraph N and said paragraph is expressly declared to be for the benefit of the County of Butte in addition to all other persons, entities, or owners for whom these restrictions are enacted and who are to benefit herefrom.

P. Driveway Valley Gutter: Lot owners shall submit to the Committee for approval an engineered design for *or gravel* a hard-surfaced ^driveway valley gutter designed to standards previously established and of record with the Architectural and Engineering Control Committee and containing a check list of all pertinent items covered in said standards. Agreement, of owner to construct such valley gutters shall be a condition precedent to the approval of plans and specifications

accordance with such engineered design,

- Q. Tanks and Receptacles: Every tank for the storage of fuel installed outside any building in the General Subdivision shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing or shrubbery.
- R. Mining or Drilling: No drilling, refining, quarrying, or raining operations of any kind shall be permitted upon or in any lot or any portion of the common property.
- S. Radio Stations and Antennas: No radio station or short wave operations of any kind shall operate from any lot or residence. No exterior television or radio antenna of any kind shall be constructed or erected on any lot or residence after such time as a community antenna television system has been made available to residences at rates charged for installation and monthly service commensurate with the rates charged by comparable systems and any individual antenna shall be removed within three (3) years after the completion of such a community antenna television system.
- T. County Ordinances: Persons subject to These Restrictions shall comply with all applicable county ordinances and in the event of any inconsistency between these Restrictions and county ordinances, the county ordinances shall control if necessary to prevent a violation of said ordinances.
- U. Miscellaneous:
1. All driveways constructed on any of the subject lots in EAR this subdivision, shall be hard-surfaced<sup>^</sup> *or gravelled*

subdivision map.

2. Clothes Drying: No outdoor clothes drying shall be allowed except in an area shielded from view of the streets

~~EAR or adjoining lots.~~

3. It shall be the responsibility of the owners of the subject lots within this subdivision to make sure that their tenants, if any, are fully aware of and abide by all of the conditions set forth in this Declaration at all times.
4. Weeds and shrubbery near the actual structure presenting a fire hazard, must be removed, and diligence in maintaining this shall become an obligation of the homeowner. If the homeowner fails to comply, the Architectural Control Committee may delegate persons to remove same at the expense of the homeowner.

- V. Completion of Construction: When construction of any building is once begun, the work thereon must be prosecuted diligently and must be completed within a period of eighteen (18) months from the date of commencement. If not so completed within a period of eighteen (18) months from the date of commencement, it may be treated as a nuisance and, a violation of these Restrictions, and abated by appropriate action by anyone herein empowered to enforce those Restrictions. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

- W. Declarant's Exemption: Nothing contained in these Restrictions shall be construed to prevent the erection or maintenance by Declarant or its duly



necessary attachments in connection therewith, and the right to construct any other facilities for connecting and maintaining any public or quasi-public utility through, in, or across the Private Road Area within the subdivision.

B. Over all of those areas for easements as referred to and described in the "Owners Certificate" of the Map and for the purposes as therein stated.

EAR  
DMR

C. Over and upon strips of land: (1) five feet (5') wide

EAR  
DMR

Common to the following lots: 30-31, 42-43, 84-85, 86-87, 103-104, 105-106, 117-118, 119-120, 121-122, 144-145, 161-162, 165-166, 178, 179, 197-198, 221-222.

lying adjacent and contiguous to ~~all~~ lot side lines ^; (2) twelve feet (12') wide lying adjacent and contiguous

EAR  
DMR

45 through 60, 227 through 230, 233, 239, and 238 through 245

to the rear lot lines of ~~all~~ lots ^ ~~forming and constituting~~

EAR  
DMR

To lot lines as shown on subdivision map

~~the outside boundaries of the subdivision;~~ and (3) ^ fifty feet (50') wide on either side of the centerline of Concow Creek and Cirby Creek:

1. For pedestrian, equestrian, and non-powered bicycle access, ingress, egress, and passage. The right of use and enjoyment of said easements provided for in this sub-paragraph C shall be strictly subject to, and conditional upon, compliance with rules and regulations pertaining to said use and enjoyment as may be enacted or adopted, from time to time, by the Association.

D. Over and upon all "stems" of flag lots:

1. For vehicular, pedestrian, and equestrian ingress and egress for the benefit of the owner of an adjoining "flag lot."

The stems of said flag lots shall be maintained by

within said stems so as to separate or divide contiguous stems.

5.2 Each of the easements mentioned and provided for in paragraph 5.1 are declared to be appurtenant to and for the benefit of all of the lots in the subdivision and to the natural and common areas, and any conveyance of a lot, or any portion thereof, or of the common or natural areas, unaccompanied by a conveyance or reference to or reservation of, such easements shall nevertheless convey or reserve, as the case may be, such easements by reason of their appurtenance, and any conveyance of any such easement unaccompanied by a like conveyance of a corresponding interest in a lot shall be void.

5.3 Maintenance of Easement Areas: On and adjacent to each lot, the right of way and easement areas as provided herein, except for the travelled, way of the roadway easement areas, shall be maintained continuously by the lot owner, but no structures, plantings, or other material shall be placed or permitted to remain upon, nor shall activities be undertaken thereon which may damage or interfere with the installation or maintenance of utilities or which may change the direction of flow of drainage channels or damage or interfere with slope ratios or create erosion or other similar problems, or interfere with the rights and uses provided for herein, without written permission from the Committee and the Association.

#### ARTICLE VI

##### OWNERSHIP, MAINTENANCE, USE, AND ENJOYMENT OF STREETS, PARKS, AND RECREATIONAL FACILITIES

6.1 Streets: Each of the streets in the subdivision unit designated on the Map is a private street except for those

private park, common area, or natural area, and neither Declarant's execution nor recording of the Map, nor any other act of Declarant with respect to the Map is, or is intended to be, or shall be construed as, a dedication to the public of any of said streets, parks, common areas, or natural areas, other than as reflected herein. An easement for the use and enjoyment of each of said streets, parks, common areas, and natural areas designated on the Map is reserved to Declarant, its successors and assigns, to the persons who are, from time to time, members of the Association, to the owners of lots in the General Subdivision, to the residents, tenants, and occupants of any multi-family residential building, guest house, inn or hotel facility, and all other kinds of residential structures that may be erected within the boundaries of the unit or General Subdivision, and to the invitees of all of the aforementioned persons.

6.2 Future Roads: Those areas designated as "future roads" on the map shall be considered the same as the private streets and included with same for purposes of ownership and management by the Association. Said areas are reserved for future road purposes and shall be used as parks until such time as the Association determines that it wishes to use them for road purposes.

ARTICLE VII  
GRANTEE'S TITLE

7.1 Title Subject To: Declarant shall convey fee title to lots within the General Subdivision and any unit thereof by grant deed subject to:

- B. Easements and rights of way of record, including those shown on the Map and those as provided for herein;
- C. The reservation to Declarant of all oil, gas, and other hydrocarbon substances and all other minerals underlying and within the boundaries of such lot below a depth of one hundred (100) feet, without right of surface entry. Such grant deed shall convey title to the lot only, the boundaries of which shall be the side, rear, and front lot lines, as designated on the map, excluding any fee interest in adjacent streets, or roads in the subdivision; and
- D. Reservation of riparian rights to water from nearby lakes or streams.
- E. The reservation to the Association of all right, title, and interest in and to all Indian artifacts and archaeological materials underlying and within the boundaries of any lot.

7.2 Acceptance by Grantee: The grantee of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or the subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent, and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots

comply with and perform said Restrictions and agreements. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors, assigns, or nominees, all the risks and hazards of ownership or occupancy attendant to such lot, including, but not limited to, its proximity to golf course fairways, stream courses, or lakeshores.

7.3 Grants of Easements: All rights of way under easements which may be requested by any public utility, private or mutual water company, or county water district or similar entity at any time, present or future, for the purpose of providing service to any part of the unit or General Subdivision, shall be granted by each lot owner upon request, so long as the same shall be reasonable.

ARTICLE VIII  
ASSESSMENTS

The Association shall have the authority and power to levy assessments for the benefit of all lots in the subdivision, the owners thereof, and the Association, as follows:

8.1 Annual Assessments: Each year the Board of Directors of the Association shall consider the current and future needs of the association and, in light of those needs, shall fix by resolution the amount of the annual assessment to be levied against each lot in the subdivision including unsold lots of Declarant which amount shall be a debt of the owner thereof at the time such charge is made.

8.2 No assessment in excess of \$100.00 per lot may be fixed without consent of not less than two-thirds (2/3) of the lot owners, except, however, that the Board of Directors shall have the right to fix assessments in excess of \$100.00 per lot without such consent, provided that no

increase may be made in any year in an amount greater than ten percent (10%) of the previous year's assessment if such new assessment is to be greater than \$100.00.

8.3 Notice: The Secretary of the Association shall mail or cause to be mailed to each lot owner, at such lot owner's record address, written notice of each annual assessment and the time and manner, for payment thereof at least two weeks prior to the time such assessment shall become due and payable.

8.4 Lien; The amount of such annual assessment, plus any other charges thereon, such as interest when delinquent and costs of collection, including attorney's fees, if any, and fines shall constitute and become a lien on the lot so assessed when the Board of Directors causes to be recorded with the County Recorder of Butte County a notice of assessment which shall state the amount of such assessment and such other charges, a description of the lot or other real property which has been assessed, and the name of the record owner thereof. Such notice shall be signed by the Secretary of the Association on behalf of the Association. Upon payment or other satisfaction of said assessment and charges in connection with which such notice has been so recorded, the Board of Directors shall cause to be recorded a further notice stating the satisfaction \_ and release of the lien therefrom. The authority to levy such assessment upon lots in the subdivision is granted to the Association by Eugene A. and Dorothy M. Ringel, developer of the subdivision, as part of these Restrictions and such other Restrictions to be imposed by it from time to time upon the various units comprising the subdivision.

8.5 Priority of Lien: Such lien shall be prior to all other liens recorded subsequent to said notice of assessment, subject, however, to the provisions of paragraph 9.7 of these Restrictions.

8.6 Enforcement: The lien provided for herein may be enforced by sale by the Association, its attorney, or other person authorized, to make the sale, after failure of the responsible party to pay the annual assessment in accordance with its terms, or shall be collectible by an action at law in the discretion of the Board of Directors. Such sale shall be conducted in accordance with the Provisions of the California Civil Code applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

8.7 Purpose of Assessments; The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the subdivision, and in particular for the acquisition, improvement, and maintenance of properties, roads, flag lot driveways, services, buildings, and facilities devoted to this purpose, and-related to the use and enjoyment of the common properties and by the members of the Association.

8.8 Date of Commencement and Prorations: The annual assessment provided

→ First day of May of each year commencing 5/1/72

← for herein shall commence on the ^ ~~date (which shall be the first day of a month) fixed by the Board of Directors to be the date commencement~~

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment as the remaining number of days in that year bear to 365. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

Directors at any meeting, may, after an appropriate hearing, notice having been given in advance thereof to all lot owners directly affected, suspend any or all membership rights and privileges or impose a fine not exceeding Fifty Dollars (\$50.00) for each separate infraction or violation,; against any lot owner or any person enjoying the privileges of the Association, for any infraction or violation of these By-Laws or of the rules and regulations of the Association, and the amount of such fine shall be payable as the Board of Directors shall direct, and may be added to the annual assessment of the owner of the property against whom the fine or penalty is imposed. Lot owners shall be responsible for infractions and violations of their tenants and guests.

8.10 Interest on Delinquent Assessments: If the assessment fine is not paid within 30 days after the date it becomes due and payable, the assessment or fine shall bear interest from the date of delinquency at the rate of 7 percent (7%) per annum.

8.11 In the event of any action to enforce any such lien or assessment not paid when due, the lot owner shall pay to the Association attorney's fees incurred in such action.

ARTICLE IX GENERAL  
PROVISIONS

9.1 Mutuality of Benefit and Obligation: The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal

rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors, and assigns; and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with, the land for the benefit of each and all other lots in the subdivision and their respective owners. Restrictions substantially the same as those contained herein shall be recorded on all future units of the General Subdivision in conformity with the general scheme of improvement of all lands to be included therein.

9.2 Enforcement Code: Enforcement of these Restrictions shall be by any proceeding at law or equity by the Declarant, Association, the County of Butte, or any owner against any person or persons violating or attempting to violate any of these Restrictions, either to restrain violation or to recover damages, and against the land, to enforce any lien created by these Restrictions; failure to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter.

9.3 Term of Restrictions: These Restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Restrictions are recorded, after which time said Restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of record of the lots has been recorded, agreeing to change said Restrictions in whole or in part.

9.4 Severability: Invalidation of any one of these Restrictions by judgment or court order shall in no way

affect any of the other provisions, which shall remain in full force and effect.

9.5 Modifications: These Restrictions may be waived, abandoned, terminated, modified, altered, enlarged, or changed as to the General Subdivision or any unit thereof, upon the written consent of the then record owners of two-thirds (2/3) of the lots contained therein; provided, however, that no such waiver, abandonment, termination, modification, alteration, or enlargement shall become effective until the approval of the Real Estate Commissioner is obtained, if required under existing rules and regulations and laws of the State of California, and until a proper instrument in writing shall be recorded. Nothing contained herein shall prevent the Architectural Control Committee from approving variances in accordance with provisions contained in Article III.

9.6 Notices: Any notice required to be delivered to any member or owner under the provisions of these Restrictions shall be deemed to have been properly delivered upon deposit in the United States mail, postage prepaid addressed to the last known address of the person who appears as owner on the records of the Association at the time of such mailing. If no address is on file with the Association, the lot or lots shall constitute the last known address.

9.7 Mortgage Protection Clause: No breach of these covenants, conditions, or restrictions, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any first mortgage or first deed of trust made in good faith and for value, but all of said covenants, conditions, and restrictions shall be binding

upon and effective against any owner whose title is derived through foreclosure or trustee's sale or otherwise.

9.8 Interpretation: The Article and Section headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Protective Covenants, Conditions, and Restrictions, this 10th day of September, 1971 at Chico, California.