

**The following notice is pursuant to California Government Code
Section 12956.1(b)(1))**

Notice

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Restrictive Covenant Modification

Under current state law, including AB1466 effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 allows a person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language stricken. Unlawful restrictions include those restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955 subdivision (p), ancestry, or genetic information.

To Record a Restrictive Covenant Modification, you must:

- Complete a Restrictive Covenant Modification Form; this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language stricken.
- Submit the completed document to the County Recorder.

This document requires the following:

1. Name(s) of current owner(s)
2. Identification of document page number and language in violation
3. Recording reference of document with unlawful restrictive covenant
4. Copy of referenced document attached complete with unlawful restrictive language stricken out
5. Signature(s) of owner(s)
6. Signature(s) acknowledged
7. Approval by County Counsel provided to County Recorder

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

Recording Requested By

When recorded mail document to

Above Space for Recorder's Use Only

RESTRICTIVE COVENANT MODIFICATION

I (We) _____ have an ownership interest of record in the property located at _____ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive

covenant as shown on page(s) _____ of the document recorded on _____ (date)

In book _____ and page _____, or Document No. _____ of the Official records of the County of _____, State of California.

The document referenced above was originally indexed in the following manner _____ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated _____



Printed Name(s)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

68 M7 MIDVALLEY TITLE CO

OFFICIAL RECORDS
BUTTE COUNTY - CALIF.
RECORD REQUESTED BY
Via Kennedy
Oct 20 12 50 PM '83

ELEANOR M. BECKER
CLERK - RECORDER
83-34873

DECLARATION OF
PROTECTIVE COVENANTS & RESTRICTIONS FOR
PARADISE BLUFFS

Know all men by these presents, made and executed this 19 day Oct
19 83, that

WHEREAS, Daniel R. Kennedy, Robin G. and Viola Kennedy, are the owners of all that certain real property as shown on the map of Paradise Bluffs, official map of which was filed in the office of the Recorder of Butte County, California, on the 21 day of May 19 83, Map Book 91 at Page 38, 39, 40, 41, 42, 43, 44, 45.

WHEREAS, it is desired to impose certain protective covenants and restrictions for the development of lots shown on said Map of Paradise Bluffs Subdivision, which covenants and restrictions are hereinafter set forth.

NOW THEREFORE, the said Daniel R. Kennedy, et al, do hereby declare as follows:

1. AREA OF APPLICATION: The covenants and restrictions herein enumerated shall apply to Lots 1 through 9 and 11 through 44.
2. LAND USE: No Lot shall be used except for single family residential purposes.
3. STRUCTURES: All structures shall conform to and comply with Butte County building codes:
 - A) All dwellings shall contain at least 1000 square feet.
 - B) No dwelling shall have a metal roof.
 - C) No fence shall be erected in the front set back of the lot more than 36 inches tall.

Mobil and Modular Homes: In addition to the above restrictions on structures, the following shall apply to all Mobil and Modular Homes:

- A) All Mobil or Modular Homes shall meet FHA standards for same.
- B) All Mobil or Modular Home shall have wood or hardboard siding.
- C) All Mobil or Modular Home shall have a minimum 12 inch overhang on a minimum 3 and 12 pitch roof.
- D) There shall be no single wide Mobil or Modular Home.

4. 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 incinerators or other equipment for the storage or disposal of such waste material shall be maintained in a clean and sanitary condition at all times.

5. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or maintained on any of the subject lots in this subdivision, with the exception of domesticated dogs, cats or other household pets, which will be allowed, provided they are not raised, bred or maintained for any commercial purpose. Such household pets shall be confined to the lot and shall not be permitted to run loose within the subdivision. Any household pets which clearly become a menace or nuisance shall not be allowed to remain on any such lot in this subdivision.

BOOK 2877 PAGE 436

6. **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 Three (3) square feet in area, displayed in a dignified manner, for the purpose of advertising that lot for sale. ~~Balance of not detailed.~~

7. **RE-SUBDIVIDING OF LOTS:** Each lot, 1 through 44, in this subdivision shall not be split, divided, or subdivided into a smaller lot than indicated on the recorded map of this subdivision.

8. **NUISANCES:** No noxious or offensive activities shall be carried on upon any of the subject lots in this subdivision, nor shall anything 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 on any street within this subdivision for a period of more than Three (3) days. None of the aforementioned items shall ever be parked in a front yard of any of the subject lots in this subdivision. Adequate space shall be prepared by owner on each such lot in this subdivision for off street parking of owner's personal automobiles.

9. **STORAGE OF PERSONAL PROPERTY:** All boats, boat trailers, 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 portion of such lots and, if such storage is intended to be of a permanent nature, said property shall be stored in an enclosed building of permanent design.

10. **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.

11. 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.

12. **DECLARANT'S EXEMPTION:** Nothing contained in these Restrictions shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agents, of structures or signs necessary or convenient to the development, sale, operation or other disposition of property within single family areas. This exemption shall terminate Two (2) years after Ninety Five Per Cent (95%) of the single family lots in Paradise Bluffs have been sold and conveyed to Public purchasers. Such signs may only be erected upon property owned by the subdivider and not upon the individual lots owned by others.

13. **A) TERMS:**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 10 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten yrs. unless an instrument signed by the owners is recorded within one year of the initial period or any extended period, agreeing to change or terminate said covenants in whole or in part.

B) Amendments. This Declaration may be amended by recording an instrument executed and acknowledged by the Owners, of not less than 66 and 2/3% of the Lots.

14. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

REC-2577 PAGE 137

15. WAIVER: The failure to enforce the provisions of any covenants, conditions or restrictions shall not constitute a waiver of any right to enforce any such provisions or any other provisions of said restrictions.

16. SEVERABILITY: Invalidation of any of the covenants by judgement or court order shall be in no way affect any of the other provisions which shall remain in full force and effect.

17. Omitted.

IN WITNESS WHEREOF, All of the Declarants, as described have properly executed this instrument on the day and year first above set forth.

Daniel R Kennedy
Daniel R. Kennedy

Robin C Kennedy
Robin C Kennedy

Viola Kennedy
Viola Kennedy

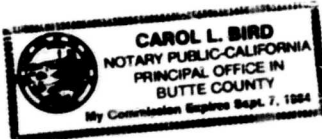
STATE OF CALIFORNIA *Butte*
COUNTY OF

On *0820, 1963* before me, the undersigned, a Notary Public in and for said State personally appeared *Daniel R. Kennedy & Viola Kennedy*

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same

WITNESS my hand and official seal

Signature *Carol L. Bird*



(This area for official notarial seal)

BOOK 2877 PAGE 438

CONSENT AND SUBORDINATION

The undersigned, Edwin M. Burgess & Catharine B. Burgess, his wife, as Joint Tenants, as to an undivided 1/4 interest; Willard E. Stull & Arline M. Stull, his wife, as Joint Tenants, as to an undivided 1/4 interest; Charles J. Weins & Marianne Weins, his wife, as Joint Tenants, as to an undivided 1/4 interest & Russell A. Beaver & Doris M. Beaver, his wife, as Joint Tenants, as to an undivided 1/4 interest, as Beneficiaries under that certain Deed of Trust dated September 21, 1981, recorded October 28, 1981, Book 2669, Page 324, Official Records of the County Recorder of the County of Butte, executed by Robin G. Kennedy and Viola Kennedy husband and wife as to an undivided 1/2 interest and Daniel Kennedy, a single man as to an undivided 1/2 interest, as Trustor, with Mid Valley Title and Escrow Company, a corporation, as Trustee, does hereby consent to the execution and recordation of the attached Declaration of Covenants, Conditions and Restrictions and does hereby subordinate said Deed of Trust to said Declaration of Covenants, Conditions and Restrictions, to the same extent and with the same force and effect as if said Declaration of Covenants, Conditions and Restrictions had been executed and recorded prior to the execution and recordation of said Deed of Trust.

IN WITNESS WHEREOF, the undersigned have executed this Consent and Subordination this _____ day of _____ 1982.

Charles J. Weins
Charles J. Weins
Marianne Weins
Marianne Weins
Russell A. Beaver
Russell A. Beaver
Doris M. Beaver
Doris M. Beaver
Willard E. Stull
Arline M. Stull

Edwin M. Burgess
Edw. M. Burgess
Catharine B. Burgess
Catharine B. Burgess
Willard E. Stull
Willard E. Stull

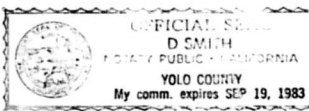
BOOK 2877 PAGE 439

3001 (6/82) (Individual) First American Title Company

STATE OF CALIFORNIA
COUNTY OF Butte } ss.
On October 15, 1982 before me, the undersigned, a Notary Public in and for
said State, personally appeared Charles J. Weins, Russell A. Beaver
and Arline M. Stull

personally known to me (or proved to me on the basis of satis-
factory evidence) to be the person(s) whose name(s) are sub-
scribed to the within instrument and acknowledged to me that
he/she/they executed the same.

WITNESS my hand and official seal.
Signature [Handwritten Signature]
D. Smith



(This area for official notarial seal)

3001 (6/82) (Individual) First American Title Company

STATE OF CALIFORNIA
COUNTY OF Butte } ss.
On October 15, 1982 before me, the undersigned, a Notary Public in and for
said State, personally appeared MARIANNE WEINS

personally known to me (or proved to me on the basis of satis-
factory evidence) to be the person(s) whose name(s) is/are sub-
scribed to the within instrument and acknowledged to me that
he/she/they executed the same.

WITNESS my hand and official seal.
Signature [Handwritten Signature]
MARION L. BECKER



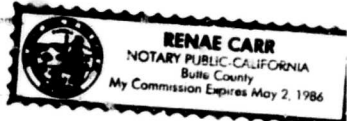
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Form 3001 (Individual) First American Title Company

STATE OF CALIFORNIA
COUNTY OF BUTTE } ss.
On 10/15/82 before me, the undersigned, a Notary Public in and for
said State, personally appeared DORIS M. BEAVER, EDWIN M. BURGESS &
CATHERINE B. BURGESS

known to me to be the person(s) whose name(s) are
subscribed to the within instrument and acknowledged to me
that they executed the same.

WITNESS my hand and official seal.
Signature [Handwritten Signature]



Name (Typed or Printed) (This area for official notarial seal)

BOOK 2577 PAGE 440

3001 (6/82) (Individual) First American Title Company

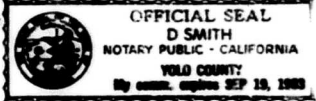
STATE OF CALIFORNIA
COUNTY OF Butte

On October 18, 1982 before me, the undersigned, a Notary Public in and for said State, personally appeared Willard E. Stull

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature *D. Smith*
D. Smith



(This area for official notarial seal)

3001 (6/82) (Individual) First American Title Company

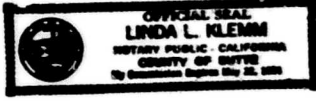
STATE OF CALIFORNIA
COUNTY OF Butte

On April 25, 1983 before me, the undersigned, a Notary Public in and for said State, personally appeared Allene Heath

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature *Linda L. Klemm*
Linda L. Klemm



(This area for official notarial seal)

BOOK 2877 PAGE 441