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2006-0001853

RECORDING REQUESTED BY:
Fidelity National Title Company of California

AND WHEN RECORDED MAIL TO
Redbud Estates, LLC
91 Valley View Drive
Paradise, CA 95969

Escrow No.: 05-307749-WB
Locate No.: CAFNT0958-0958-0003-0000307749
Title No.: 05-307749-BEE

Recorded | REC FEE 46.00
Official Records |
County of |
Butte |
CANDACE J. GRUBBS |
County Clerk-Recorder |
| KL
09:00AM 13-Jan-2006 | Page 1 of 14



SPACE ABOVE THIS LINE FOR RECORDER'S USE

Declaration of Protective Covenants, Conditions and Restrictions

14
KL

^{DS} [Signature] ^{DS} [Signature]

6/23/2022 | 11:12 AM PDT

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

**DECLARATON OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS UPON REDBUD ESTATES**

BUTTE COUNTY, CALIFORNIA

Redbud Estates, LLC are the owners of that certain real property situated in the County of Butte, State of California, described as follows:

Lots 1 – 16 of "Redbud Estates" which map was recorded on December 20, 2005 in book 166 of maps at pages 8-11, Butte County, California.

Whereas, the declarant is about to offer to sell lots for building purposes in said tract and desires to impose certain restrictions on the possession and use by purchasers and their successors in interest for the purchase of enhancing and protecting the value, attractiveness and desirability of the lots constituting such subdivision, and in order to give assurance to each lot purchaser in afore described subdivision that such tract will be and will continue to be exclusively a residential district, and that no building to be erected thereon shall be of a character below a certain standard, and

Whereas the declarant desires to protect itself and each purchaser of a lot or lots in the above mentioned subdivision, and their successors in interest, by making the scheme and plan of restrictions applicable to said entire tract and to each and every lot thereon henceforth sold or otherwise conveyed.

THIS DECLARATION is made by the undersigned, Redbud Estates, LLC, (hereinafter referred to as "Declarant") as record owner in fee of the above described real property (hereinafter referred to as the "Properties") for the purpose of creating an Agreement, and establishing a Property Owners Association. The Property Owners Association will maintain and upgrade the private road, and in such regard, Declarant hereby declares that all of the Properties shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the real property and binding on all parties having any right, title or interest in the Properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

1. The term "Association" means and refers to the Redbud Estates Property Owners Association, an unincorporated nonprofit association and its successors and assigns.
2. The term "Board" means and refers to the Board of Directors of Redbud Estates Property Owners Association.
3. The term "Road and Utilities Easement" means the easement road and utility purpose delineated in said recorded Map.
4. The term "Covenants" refers collectively to the covenants, conditions, restrictions, reservations, easements, obligations and charges imposed by or expressed in this Declaration.
5. The term "Owner" means and refers to the owner, whether one or more persons or entities of fee simple title to any part of the Properties, or buyer under a contract of sale, but excluding those having such interest merely as security for performance of an obligation.
6. The term "Properties" means and refers to any parcel, lot or other portion of said Redbud Estates Subdivision and such contiguous additions and may be brought within the jurisdiction of the Association.

ARTICLE II

ROAD EASEMENT AND UTILITY EASEMENT

1. Declarant hereby RESERVES unto himself/herself and GRANTS a mutual and reciprocal road easement and utility easement to each Property Owner, to their heirs, assignees, and grantees, representatives and successors in interest, to all future Owners with the Properties and to all utility companies serving said properties.
2. Said easement is shown on said recorded Map and hereinafter called the "Road and Utilities Easement"
3. The Easement shall be for the purpose of ingress and egress and the installation, maintenance, and repair of the roadway, gate and utilities. The Easement shall be solely for the benefit of present and future Owners of all or any portion of the Properties, including holders of security interests. The Easement shall be mutual, reciprocal and interdependent between all of the present and future Owners of all or a portion of the properties.
4. The Easement created is for the benefit of the Properties. The Easement created shall inure to the benefit of all and shall be binding upon successors in title to any or all of the Properties and the easement created herein shall be appurtenant to all or any portion of the property described herein.

5. The Easement shall include but not be limited to the right of the utility company from time to time to construct, install, inspect, maintain, replace, and to use, and have ingress and egress to and from.

ARTICLE III

ACTIVITIES OF ASSOCIATION

1. The Association shall be formed and shall exist only for the convenience of the Owner to assist with the maintenance of the Road, Gate and Utilities and to carry out the general purposes of this Declaration. The Association shall not engage in any business or profit-making activities, but shall exist only as an arrangement for the protection of the property interests of the members.
2. The sole income of the Association shall be derived from charges to individual members pursuant to this Declaration.
3. The Association may do any and all other acts and things that a non-profit Association is empowered to do, which may be necessary, convenient or desirable in the administration of its affairs for the specific and primary purposes and to meet its duties as herein set forth.
4. A three (3) person elected Board of Directors shall govern the Association. The Board of Directors members shall be elected annually from among the Owners. Any vacancy among the Board of Directors may be filled by appointment by a majority of the Board of Directors. The Directors shall be elected and may be removed by a majority of the vote cast by the Owners. Each Director shall be elected for a term of one (1) year but shall continue to serve until his successor is elected. The Board of Directors shall have the power to manage the affairs of the Association. The Board of Directors members shall serve without fee, compensation or payment for their services, but may be reimbursed for essential out-of-pocket documented expenses as the results of service to the Association activities.
5. The Directors shall meet annually at such place and time as the Board elects. A Quorum at such meetings shall require a simple majority of the Directors and shall control. Written notice shall be mailed to the Owners a minimum of five (5) days prior to any Board Meeting.
6. All matters requiring an Association vote shall be decided by a majority vote required of a majority of the Owners present or by written proxy, which shall constitute a Quorum.
7. The Association is authorized to use its funds to maintain the road and gate area and pay for expenses such as record keeping, office supplies, stamps, telephone, or other essential costs in the administration of the Association activities.
8. An annual financial audit shall be presented to the Association members prior to sixty (60) days before the operating year-end, no later than December 30th of the year.

ARTICLE IV

ROAD AND UTILITY EASEMENT AGREEMENT

It is hereby agreed and declared by the undersigned, and by each Owner of a parcel of the real Properties described in the Declaration and within the Redbud Estates Subdivision that they agree and are subject to its provisions contained within this Agreement as follows:

1. **EASEMENT.** There exists appurtenant to all parcels of the real property described in this Declaration and any amendment an easement for ingress and egress and public utilities as show on the Redbud Estates Subdivision Map, recorded _____ in Book _____ at Page _____
2. **MAINTENANCE FEE:** Each parcel Owner shall pay a minimum fee of two hundred dollars (\$200) annually or such other amount as determined by the Board as necessary for the maintenance and repair of the road, gate and utilities easement described above under the terms and conditions as set forth herein.
3. **EXTRAORDINARY REPAIRS.** Any owner who causes damages to the Common Road surface resulting from excessive use exceeding reasonable residential vehicular traffic shall be responsible for the costs for repairing the damage in addition to the annual fee the Owner may have paid into the maintenance fee fund. The determination of the Owner's responsibility shall be majority vote the Owners of the Properties described herein.
4. **LEGAL ACTION.** If dissenting Owner does not pay the annual fee, the Board of Directors of the Association may institute legal action for the collection of any unpaid fees pursuant to the California Civil Code or in a court having jurisdiction of injunctive relief matters.
5. **COVENANT RUNNING WITH THE LAND.** The maintenance agreement is to be construed as a covenant attached to each parcel herein described and running with the land for the mutual benefit of the undersigned, his/her heirs, executors, administrators, successors, and assigns including all purchasers of parcels with the Properties described..

ARTICLE V

1. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling. The permitted single family dwelling may be two (2) stories not to exceed 40' in height provided that the structure incorporates noise mitigation requirements imposed by Town of Paradise. No use whatsoever, except in connection with its use and improvement as the site and grounds of a private residence, shall be made of any lot therein. The term "Private Residence" is intended to exclude every form of multi-family dwelling boarding or lodging house, sanitarium hospital, rest home and the like.

(A) Boundary modifications may be made when authorized by appropriate local government action and approved by the architectural committee.

2. ARCHITECTURAL CONTROL

No building, fence, wall or permanent structure shall be erected, altered or placed on any lot 1 – 16 until building plan's specifications and plot plans showing the location of each structure have been submitted to and approved in writing as to conformity and harmony of exterior design and as not interfering with the reasonable enjoyment of any other lot by a majority of an architectural committee composed of **Steve Williams, Jim Dippel and Gary Hawkins**. Owners will submit a "preliminary" floor plan, elevations and site plan for approval by the architectural committee prior to the commencement of any construction.

- A. A majority of the committee may designate a representative to act for it, appoint someone to fill said vacancy. Pending such appointment, the remaining members shall discharge the functions of the committee.
- B. If a vacancy should occur on the committee, the remaining members shall appoint someone to fill said vacancy. Pending such appointment, the remaining members shall discharge the functions of the committee.
- C. At any time the committee may, by recorded statement to that effect, relinquish the right herein reserved to appoint and maintain this committee, and at such time the then record owners of fifty (50%) or more, of the lots 1 through 16 may elect and appoint a committee of two (2) or more of such owners to assume and exercise all of the powers and functions of the committee specified herein. Each lot shall be considered as one (1) vote, regardless of how many owners there may be on said lot.
- D. Upon failure of the committee or its designated representatives to approve or disapprove plans and specifications submitted to it within forty-five (45) days after the same have been properly presented, approval thereof will be deemed to have been made. Provided the proposed construction complies with all the provisions otherwise of this declaration.
- E. The committee may approve or disapprove the proposed type, quality of workmanship, materials, harmony of exterior design, color, location with respect to topography and finished grade elevations, and any and all matters pertaining to the well being of Lots 1 through 16.
- F. Neither declarant nor the architectural committee nor the members thereof, shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any owner of property affected by this declaration by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the architectural committee for approval agrees, by

submission of such plans and specifications and every owner of any of said property agrees that he will not bring any action or suit against declarant, the architectural committee, or any of the members thereof to recover any such damages.

3. ROOFS

- A. No flat top roof may be used except for patio roofs at the rear of the dwelling. Pitched roofs shall be five (5) in twelve (12) or greater and the type of roof covering shall be tile, slate, or other materials approved by the architectural committee. All roofing materials shall be controlled and approved by the architectural committee.**

4. FENCES AND ENCLOSURES

- (A) No fence, wall or enclosure shall be installed across the front of any lot or dwelling except by committee approval.**
- (B) No fence, wall or enclosure over six (6) feet in height shall be installed except by committee approval.**
- (C) A fence, wall or enclosure may be installed across the rear lot line and along portions of the side lot lines on inside lots, provided such fence, wall or enclosure does not extend beyond the front building setback lines of the dwelling; and shall return to the dwelling itself, leaving the front yard setback area clear of any obstructions.**
- (D) Fencing style, design and composition to be approved in advance by the architectural committee.**

5. OUT BUILDING SHOP OR EXTRA GARAGE

No out building shop or extra garage shall be built on any lot until approval of architectural committee. Approval will consist of:

- (A) Location and size**
- (B) Appearance is to match house in roof style and exterior finish**
- (C) No metal buildings, carports or flat roof storage buildings**

6. CARE OF EASEMENT

All owners of lots shall at their own cost and expense keep up and beautify any and all easement property through said lots upon the side, back or front thereof.

- (A) All owners of lots shall be entitled to make reasonable use; subject to the restrictions and covenants herein, of front or side easement property extending to the sidewalk.
- (B) Land surrounding the building in all areas must harmonize with adjacent surrounding property.
- (C) No automobiles, travel trailers, motor homes or recreational vehicles may be parked on the street.

7. BUILDING LOCATION

- (A) No building or other structure shall be located on any lot nearer to the property line than ten (10) feet except by committee approval.
- (B) Eaves, steps, uncovered porches, bay windows, awnings and roof overhangs may extend a maximum of three and half (3 1/2) feet into the minimum building setback areas noted on the final map of lots 1 through 16 unless otherwise approved by the architectural committee.
- (C) No building, structure, pool or improvement of any kind shall be erected on any area designated on lots 1 through 16 map as "Public Utility Easement (P.U.E.)". Landscaping may be installed and used over easement areas.

8. SPORTS FIXTURES

No basketball standards or fixed sport apparatus shall be attached to any house or garage, nor shall they be placed in a front driveway or street. A sport apparatus may be placed in the back yard only.

9. DWELLING SIZE

The total floor area of the main structure, exclusive of open porches and garages shall be no less than twenty-six hundred (2600) square feet for one (1) story and thirty-two hundred (3200) for two (2) story dwellings. The minimum square feet for the main floor of two story dwellings shall be 2200 square feet except with the approval by architectural committee.

10. EASEMENTS

Easements for the installation and maintenance of all utilities, drainage facilities, and other services required for the convenience of said lots are reserved as shown on the final map.

11. NUISANCE

No obnoxious or offensive activities shall be permitted upon any lot, nor shall anything or any act be done; permitted or committed upon any lots 1 through 16. No mechanical work on motor vehicles other than minor repairs and cleaning shall be allowed in the driveways or on the street or inside garages in lots 1 through 16.

12. TEMPORARY STRUCTURES

- (A) No structure of as temporary nature such as a trailer, house trailer, camper, tent trailer, tent shack, barn easement, cellar or other out building or excavation may be used on any lot at any time as a residence either temporarily or permanently. During actual construction only, material and tools may be stored in a moveable building suitable for that purpose and one (1) outside commode will be permitted during the period of construction and once construction is started, it shall be diligently prosecuted to completion within a reasonable time, not to exceed one (1) year and if not so completed said buildings for storage of materials and tools, outside commode, etc, shall be removed therefrom unless approved by the architectural committee.

13. RECREATIONAL VEHICLE STORAGE

No boat, trailer, combination of boat and trailer, motor home, tent trailer, tent, camper, fifth wheel, patio boat, or any other recreational vehicle similar thereto, whether or not it contains its own motive power, shall be stored or parked or kept on any lot in said subdivision except in accordance with the following:

- (A) Within a completely enclosed building which has been approved by the committee.
- (B) Behind the front of the building and not closer than ten (10) feet to the dwelling of any adjacent lot, and hidden from view from the street.

14. COMMERCIAL ACTIVITIES

No commercial or manufacturing activity of any nature, description or kind shall be permitted on any lots 1 through 16 or any part thereof. No lot shall be used for storage of equipment or materials except as herein above provided; nor shall any vehicle related to such commercial or manufacturing activity be parked or left upon said lots within view of other lot owners 1 through 16.

15. SIGNS

No sign of any kind shall be displayed to public view on any lot except:

- (A) Signs in compliance with Town of Paradise sign regulations.
- (B) Signs used by builders, architects or contractors during the construction period.
- (C) Signs allowed by Civil Code Section 712 & 713, and Town of Paradise regulations.

16. DRILLING AND MINING

No drilling for oil, water, gas or hydrocarbon shall be permitted upon any lot, nor shall any tunnels, shafts or excavations for mining or the extraction of minerals be permitted on any lot, nor shall any derrick, shaft, structure or any other structure used for any commercial drilling or excavation purposes be permitted upon any lot.

17. LIVESTOCK AND POULTRY

No animals, livestock or poultry of any nature, description or kind shall be bred, raised or kept upon any lot except:

- (A) Dogs, cats or other household pets provided that such household pets may not be for the purpose of breeding, selling or for other commercial purposes, and provided that their existence does not violate any other provisions of the covenants and restrictions herein. No more than three (3) pets are allowed for any one (1) household.

18. LANDSCAPING

All owners of lots shall landscape their lots within a reasonable time after the residence has been completed, not to exceed six (6) months.

- (A) All garbage and trash shall be placed and kept in covered sanitary, fly-proof containers. In no event shall such containers be kept where they are visible from any neighboring lot. No portion of any lot shall be used for the storage of building material or other materials except in connection with construction as approved pursuant to the terms of this declaration.

19. PARKING

Every owner and resident within the properties shall use the garage, which is part of the residential improvements constructed upon each lot, for parking or storing any and all vehicles owned or driven by the owner or other resident. No owner or resident shall use the streets or driveways for the parking or storage of any vehicle of any type.

20. GARAGE DOORS

To maintain the general appearance and attractiveness of the properties, every owner and resident shall keep their garage doors closed at all times except during entering and exiting.

21. ANTENNAE

No antennae of any type, including but not limited to antennae used for amateur radios, televisions, FM radio or AM radio, or similar structure shall be erected or maintained on or about any lot or any portion of any improvement thereon, except such antennae as are initially approved and installed during the construction of the buildings or as are thereafter approved by the architectural committee. Erection or installation of any mast, tower, antenna or similar device on the exterior of any building must be approved by the architectural committee, and if installed or maintained in violation of the foregoing restrictive provision shall not be deemed to comply with this declaration by virtue of its being completed without commencement of suit to enjoin such work. The architectural committee and its representatives shall have the authority to order an abatement of such work to the extent it fails to conform to the plans and specifications approved by the committee.

22. NEW MATERIAL, NEW STRUCTURES ONLY

No second hand material (existing home excluded) except used brick shall be used in construction of any building or structure without the prior written approval of the architectural committee, and all building shall be painted and stained. No building of any kind shall be removed from any other place to any said building sites, or from one building site to another, without prior written permission of the architectural committee.

23. SOLAR DEVICES

The requirements for architectural control shall not be construed as unreasonably restricting any solar energy and water saving devices where opportunities exist for effectuating their use consistent with overall architectural plans and purposes. These devices shall be as flush to the roof as possible.

24. LICENSED CONTRACTOR

All structures shall be constructed by contractors licensed under the laws of the State of California.

25. SWIMMING POOLS

The minimum setbacks for swimming pools will be fifteen (15) feet from the side and rear boundaries of the lots. All pools shall be in-ground construction only.

26. TERMINATION OF RESTRICTIONS

The restrictions herein contained shall run with the land and be in full force and effect for a period of twenty (20) years from the date of recording of this declaration unless amended by an instrument signed by a majority of the owners of lots. Each lot shall be considered as one voting entity regardless of the number of owners of said lot. Consecutive twenty (20) year periods will be invoked by the majority of lot owners, if so desired.

27. DIVISION OF LOTS

No lots (1 through 16) can be divided.

28. ROAD MAINTENANCE ASSESSMENT AND RESPONSIBILITY FOR REPAIR AND MAINTENANCE OF COMMON AREAS

Each property owner assumes a responsibility for the repair and maintenance of designated common areas. Additionally, any utilities needed for the repair and maintenance of the designated common areas will be prorated on a per lot basis. These designated common areas include, but are not limited to, the following

- (A) Entry/Exit gate system
- (B) Walls, planters, signs, asphalt road, front gate and street lighting, lighting, landscaping, irrigation system, and curbing along entire roadway of Redbud Drive, beginning at Bartels Street and ending at Redbud Drive termination.
- (C) Phone, cable, gas, water and electrical utilities.
- (D) Postal receptacle as dictated by the U. S. Postmaster.

29. ENFORCEMENT

Any breach of the terms or restrictions of this declaration are hereby declared not to be adequately compensated by monetary damage, but such breach and/or the continuation thereof may be enjoined or abated by appropriate proceedings by the declarant or by any owner of any other lots or Lot (Lots 1 through 16).

30. SEVERABILITY

If any restriction, covenant or conditions herein specified or any part thereof, is invalid or for any other reason becomes unenforceable, no other restriction, covenant or condition or any part thereof shall be thereby affected or impaired.

31. IMPAIRMENT OF LIEN

Nothing contained in these declarations shall impair or defeat the lien of any mortgage or deed of trust made in good faith for value, but title to any property subject to these declarations obtained through the sale in satisfaction of any such mortgage or deed of trust shall be held subject to all restrictions and provisions thereof.

32. MUTUAL COVENANTS

The various restrictive measures and provisions of these declarations are declared to constitute mutual, equitable covenants and servitudes for the protection and benefit of each lot (1 through 16). An failure by the declarant or any other persons entitled so to do to enforce any measure of provision upon violation thereof shall not stop nor prevent enforcement thereafter, nor be deemed a waiver of the right so to do.


33. EFFECT

Each grantee of a conveyance or purchaser under a contract or agreement of purchase or request for reservation of lot accepts the same subject to all of the covenants restrictions easements and agreements set forth in these declarations and agrees to be bound by the same.

In witness thereof, declarant has hereunto subscribed his name

This day 12 of January 2006.

Redbud Estates, LLC by



R.S. Williams, Manager



James G. Dippel, Manager

STATE OF California

COUNTY OF Butte

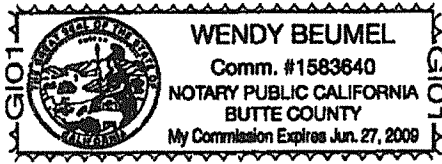
On January 12, 2006 before me, Wendy Beumel, Notary Public
(Name of Notary Public)

personally appeared James G. Dippel and R.S. Williams

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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Wendy Beumel
(Signature of Notary Public)



(This area for notarial seal)

**REQUESTED BY AND WHEN
RECORDED MAIL TO:**

SMS Management Group, Inc.
468 Manzanita Ave, #1
Chico, CA 95926



2012-0022650

Recorded Official Records County of Butte CANDACE J. GRUBBS County Clerk-Recorder	REC FEE	16.00
09:11AM 20-Jun-2012	HKS	Page 1 of 1

FIRST AMENDMENT

TO

DECLARATIONS OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

OF REDBUD ESTATES PROPERTY OWNERS ASSOCIATION

Reference # 2006-1853 Butte County
 which map was recorded on December
 20, 2005 in Book 166 of maps at pages 2-11

The undersigned, representing the owners of Lots 1 through 16 of Redbud Estates, hereby delete Article V, Section 9. Dwelling Size in its entirety and is replaced with the following:

9. DWELLING SIZE

The total floor area of the main structure, exclusive of open porches and garages shall be no less than twenty-four hundred (2,400) square feet with a minimum of two thousand (2,000) square feet for the main street level first floor.

Dated: June 13, 2012

Fred R. Hayden
 Fred R. Hayden
 Secretary/Treasurer
 STATE OF CALIFORNIA

Tom Roza
 Tom Roza
 President

COUNTY OF Butte

On June 13, 2012 before me, Marcella A. Storm, Notary Public

DATE personally appeared, Fred Hayden and Tom Roza

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 signature(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.

Marcella A. Storm (SEAL)
 Notary public signature

