

Tuija Vepriäinen

Recorded at Request of:
Rollen Waterson and Assoc., Butte County

04-09-2021

Return to:
Rollen Waterson and Assoc., Butte County
P. O. Box 37, Clipper Mills
California 95930

RECEIVED
Rollen Waterson & Assoc.
Nov 25 9 37 AM 1988

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FEE

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SUBDIVISION RESTRICTIONS

WHEREAS, on December 28, 1965 ROLLEN WATERTON AND ASSOCIATES, BUTTE COUNTY, a co-partnership, recorded "Amended Declaration of Protective Restrictions, Covenants and Agreements Affecting that Real Property known as 'Merry Mountain Village', executed and acknowledged by Rollen Waterson and Associates, Butte County, a co-partnership", which document was recorded in Book 1406, Official Records, Butte County, at page 276; and

WHEREAS, said restrictions covered the real property now known as Merry Mountain Village, Subdivision Unit Nos. 1 and 2, by a metes and bounds description; and

WHEREAS, the said Rollen Waterson and Associates, Butte County, a co-partnership, is desirous of clarifying that said amended restrictions applied to Merry Mountain Village, Subdivision Unit No. 2;

NOW, THEREFORE, it is declared that the said Amended Declaration of Protective Restrictions, Covenants and Agreements affecting that real property known as Merry Mountain Village, executed and acknowledged by Rollen Waterson and Associates, Butte County, a co-partnership, which document was recorded on December 28, 1965, in Book 1406, Official Records, Butte County, at page 276, shall be, and now is, subject to said restrictions, covenants, and agreements, including Merry Mountain Village, Subdivision Unit No. 2.

Merry Mountain Village Subdivision Unit No. 2 is a portion of the Northwest Quarter of Section 2, Township 19 North, Range 7 East, M. D. B. & M., Butte County, California, according to the Official Subdivision Map thereof, filed in the office of the

1 Recorder of the County of Butte, State of California, being
2 recorded on October 30, 1968, in Book 35 of Maps, at pages 32, 33,
3 and 34, and being Recorder's serial number 58351.

4 Dated: November 28, 1968.

6
7 ROLLEN WATERSON AND ASSOCIATES,
8 BUTTE COUNTY, a co-partnership

9 By Rollen Waterson

14 STATE OF CALIFORNIA

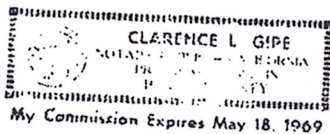
15 COUNTY OF Butte } ss.

16 On this 28th day of November, 1968, before me,
17 Clarence L. Gipe a Notary Public in and for said County
18 and State, personally appeared ROLLEN WATERSON, known to me to be
19 one of the partners of the partnership, ROLLEN WATERSON AND
20 ASSOCIATES, BUTTE COUNTY, that executed the within instrument, and
21 acknowledged to me that such partnership executed the same.

22 IN WITNESS WHEREOF, I have hereunto set my hand and
23 affixed my official seal the day and year in this Certificate first
24 above written.

25 Clarence L. Gipe
26 Notary Public in and
for said County and State

27 My Commission Expires: May 18, 1969



Tuija Veporalainen

04-09-2021

Recording Requested By
Rollen Waterson, Secretary
MERRY MOUNTAINEERS, INC.
and when recorded mail to
MERRY MOUNTAINEERS, INC.
P. O. Box 37
Clipper Mills, Ca 95930

OFFICIAL RECORDS
BUTTE COUNTY, CALIF.
RECORD REQUESTED BY
BUTTE COUNTY FILE CO
SEP 27 1 24 PM 1971

LOUISE KILFINGER
COUNTY RECORDER

8773

600
FEE

*New rules
1971*

AMENDED DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS AND AGREEMENTS AFFECTING THAT REAL PROPERTY KNOWN AS MERRY MOUNTAIN VILLAGE:

At a meeting of the Board of Directors of MERRY MOUNTAINEERS, INC., held on the 25th day of July, 1971, the following resolution was adopted by the Board:

WHEREAS, On September 10, 1965, a document entitled Declaration of Protective Restrictions, Covenants and Agreements Affecting that Real Property Known as MERRY MOUNTAIN VILLAGE was recorded in the office of the County Recorder of Butte County in Book 1389, at Page 594 et seq; and

WHEREAS, On December 28, 1965, a document entitled Amended Declaration of Protective Restrictions, Covenants and Agreements Affecting that Real Property known as MERRY MOUNTAIN VILLAGE was recorded in the office of the Recorder of Butte County in Book 1406, at Page 276 et seq; and

WHEREAS, said document recorded December 28, 1965, contained in paragraph 28 the following: "A right is reserved to MERRY MOUNTAINEERS, INC. to amend or rescind any or all of the above restrictions by a vote of members entitled to exercise a three-fourths (3/4) majority of the voting power of MERRY MOUNTAINEERS, INC.,"

RESOLVED: That the Board of Directors of MERRY MOUNTAINEERS, INC. recommends that the Declaration of Protective Restrictions, Covenants and Agreements recorded on December 28, 1965, be rescinded in its entirety and be amended by substituting in place of and instead of said document the following declaration to be dated and recorded on the day, month and year this resolution is approved by vote of three-fourths (3/4) of the voting power of MERRY MOUNTAINEERS, INC.

Subsequent to said meeting of the Board of Directors of MERRY MOUNTAINEERS, INC., and on August 14th, 1971, by written vote of three-fourths (3/4) of the voting power of MERRY MOUNTAINEERS, INC. the following amended Declaration of Protective Restrictions, Covenants and Agreements Affecting that Real Property Known as MERRY MOUNTAIN VILLAGE was adopted:

AMENDED DECLARATION OF PROTECTIVE RESTRICTIONS, COVENANTS AND AGREEMENTS AFFECTING THAT REAL PROPERTY KNOWN AS MERRY MOUNTAIN VILLAGE

This Declaration of Protective Restrictions, Covenants and Agreements Affecting that REAL PROPERTY Known as MERRY MOUNTAIN VILLAGE pertains to that certain real property located in the County of Butte, State of California, described as follows:

MERRY MOUNTAIN VILLAGE SUBDIVISION UNIT NO. 1, map recorded August 17, 1965, Book 34 of Maps, Pages 17, 18 and 19;

MERRY MOUNTAIN VILLAGE SUBDIVISION UNIT NO. 2, map recorded October 30, 1968, Book 35 of Maps, Pages 32, 33 and 34;

MERRY MOUNTAIN VILLAGE SUBDIVISION UNIT NO. 3, map recorded June 17, 1970, Book 35 of Maps, Pages 76 and 77.

EXCEPTING THEREFROM all property not presently subdivided.

BUTTE COUNTY

As a part of the general plan or scheme of improvements, a homeowners' association known as MERRY MOUNTAINEERS, INC., a California nonprofit corporation was previously formed and its Articles of Incorporation filed in the office of the Secretary of State of California on August 16, 1965, and in the office of the County Clerk of Butte County on August 23, 1965. Said Articles of Incorporation were subsequently amended by amendment filed in the office of the Secretary of State of the State of California on September 1, 1971, and in the office of the Clerk of Butte County on September 8, 1971.

As a further part of the general plan or scheme of improvement, a second homeowners' association was formed known as MERRY MOUNTAIN OWNERS' ASSOCIATION, a California nonprofit corporation, whose articles of incorporation were filed in the office of the Secretary of State of the State of California on August 16, 1971, and in the office of the Butte County Clerk on August 24, 1971.

The property above described is held and shall be sold, conveyed, occupied, resided upon, hypothecated and held subject to the following restrictions, covenants, easements, and agreements between the developer, ROLLEN WATERSON AND ASSOCIATES, BUTTE COUNTY; MERRY MOUNTAINEERS, INC., MERRY MOUNTAIN OWNERS' ASSOCIATION, INC., and the several owners and purchasers of said property and their heirs, successors and assigns:

SECTION 1. No building, other than one single-family dwelling and appurtenant building including garage for private use, shall be erected upon any of the said lots, nor shall any house constructed on any of said lots be used for any purpose other than a dwelling house, appurtenant building or garage for private use.

SECTION 2. No dwelling house having a ground-floor area of less than six hundred (600) square feet exclusive of open porches, terraces, stoops and the like, shall be constructed or placed upon any lot or plot in any residential subdivision.

SECTION 3. No building shall be erected on any lot or building plot nearer than twenty (20) feet to the front street line, nor shall any building be erected on any lot or building plot nearer than ten (10) feet to any side or rear lot line, without written consent first had and obtained from the developer, ROLLEN WATERSON AND ASSOCIATES, BUTTE COUNTY.

SECTION 4. No dwelling house shall be erected upon any lot or plot resulting from rearrangement or subdivision of original lots, as shown upon the recorded map of any residential subdivision.

SECTION 5. No building of any kind shall be moved from elsewhere and placed upon any lot in any residential subdivision, nor shall any sheds, tents, shelters or temporary garages be erected on any lot. No tent, trailer, garage or other out-buildings, temporary or permanent, shall be used as a dwelling house, except that a temporary permit may be given for a limited time during the erection of a dwelling. The exterior of any dwelling or building must be fully completed within one (1) year of the date of commencement of construction. Commencement of construction is defined as "the date that any form of improvement is done to said property for the purpose of commencing construction, for example, but not limited to, ground leveling, removal of trees or brush, placing of building materials on said lot, or excavation for foundation or septic tanks." In the event any dwelling or building is damaged by reason of fire, falling trees, wind or any other risks, the exterior of any such dwelling or building must be fully rebuilt and completed within one (1) year from the date of such damage.

SECTION 6. In any residential subdivision, no signs shall be displayed on any dwelling, building or lot without the written approval of the Architectural

Control Committee or MERRY MOUNTAIN OWNERS' ASSOCIATION, INC., its successor or nominee, except a sign of customary and reasonable dimensions advertising the property for sale or rent.

SECTION 7. No trade, commercial or manufacturing enterprise or activity shall be conducted upon any lot or plot, nor shall any material, vehicle or equipment or goods used in conjunction with any business or service be kept or stored outside of any building, nor in any manner objectionable to other residents of the subdivision. No trailer shall be occupied or stored outside of a garage or other building.

SECTION 8. There shall be established an Architectural Control Committee composed of two members appointed by the developer, ROLLEN WATERSON AND ASSOCIATES, BUTTE COUNTY, and one member appointed by MERRY MOUNTAIN OWNERS' ASSOCIATION, INC. The committee shall enforce the provisions set forth in Sections 6, 8 and 10 of these Restrictions.

Within two years after the sale of 90% of the then existing subdivision lots, provided there are no new subdivisions or increments added within the said two-year period, the right of approval contained in Sections 6, 8 and 10 of these Restrictions, at the option of MERRY MOUNTAIN OWNERS' ASSOCIATION, INC., pass to and vest exclusively in MERRY MOUNTAIN OWNERS' ASSOCIATION, INC.

No building shall be erected, placed or altered, on any lot in any residential subdivision unless and until the plans, elevations, specifications and plot plan showing location of the building have been approved in writing by the Architectural Control Committee, its successor, or its nominee. Provided, further, that roofs, doors and siding shall not be of a material, metal or otherwise, which in the opinion of the Architectural Control Committee would constitute or become reflecting surfaces. The Architectural Control Committee shall have the right to reject any type of architecture which in their opinion is not in keeping with this subdivision, including the right to reject the use of certain types of colors, and may reject any plan which in their opinion is improperly designed as to strength or function in snow country. The Architectural Control Committee shall have the right to permanently retain copies of all documents and maps filed under this section.

SECTION 9. No fowl, birds, rabbits or other creatures or animals shall be kept or bred for commercial purposes on any lot or plot of any residential subdivision, nor shall any horses, donkeys, mules, goats, pigs or sheep be kept on any lot which shall be or become an annoyance or nuisance to any other residents in any residential subdivision.

SECTION 10. No fence, boundary, wall or hedge, other than an open sightly wire fence surrounding a tennis court, badminton court and the like, shall have a greater height than six (6) feet. No such fence, wall or hedge situated within twenty (20) feet of any front street line shall be at a greater height than three (3) feet, nor shall any tight board fence be erected within twenty (20) feet of any front street line. Only such trees and limbs thereof may be removed as are necessary for the construction of the dwelling and appurtenant building, for the installation of utilities and for the safety of any building located on any lot; provided, however, that prior to any such removal, notice shall be given to the Architectural Control Committee, its successor or nominee, and written approval therefor of the Architectural Control Committee, its nominee or its successor shall first be had and obtained.

SECTION 11. Such easements and rights of way as may be shown and delineated on any residential subdivision map are hereby expressly reserved for the erection, construction and maintenance of poles, wires and conduits for electricity, telephone and other public services and utilities, drainage ditches and bridle paths.

*Section
Sew
no Trailer
shall be stored outside
occupied or stored
WHAT IS A
Trailer?*

506 1713 7-301

SECTION 12. Any or all of the rights, titles, easements and estates given to or reserved by ROLLEN WATERSON AND ASSOCIATES, BUTTE COUNTY, herein contained may be assigned in whole or in part to any person or corporation, and wherever ROLLEN WATERSON AND ASSOCIATES, BUTTE COUNTY, is herein referred to, such reference shall be deemed to include its successors in interest.

SECTION 13. It is understood that the developer, ROLLEN WATERSON AND ASSOCIATES, BUTTE COUNTY, has reserved the right to construct all public utilities and/or water lines and/or drainage ditches in an area five (5) feet on either side of the property line of any of said lots and to enter in and upon the premises to make any and all repairs to said public utilities, and/or water lines, and/or drainage ditches, and may grant this right to any public utilities duly authorized to carry on its business under the laws of the State of California, or to any mutual company or homeowners' association, including MERRY MOUNTAIN OWNERS' ASSOCIATION, INC., and MERRY MOUNTAINEERS, INC. No public utility line shall be granted under or through any residence or garage.

SECTION 14. It is understood and agreed that cutting and/or trimming of trees necessary for the public utility to properly maintain their lines shall be allowed in order that satisfactory service may be maintained in the area.

SECTION 15. No wells or private water systems shall be allowed.

SECTION 16. The provisions herein contained shall run with the land and bind the land included in any residential subdivision (except that portion specifically reserved to the developer, ROLLEN WATERSON AND ASSOCIATES, BUTTE COUNTY, for business and/or commercial purposes, and that land that has not been subdivided) and shall inure to the benefit of and be enforceable by any lot owner and MERRY MOUNTAIN OWNERS' ASSOCIATION, INC., or their legal heirs, successors and assigns; and failure of a lot owner or MERRY MOUNTAIN OWNERS' ASSOCIATION, INC., or their legal representatives, heirs, successors or assigns to enforce any restriction, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor shall such failure to enforce any restriction, covenant or agreement herein contained give rise to any cause of action by any person whomsoever against any lot owner, MERRY MOUNTAIN OWNERS' ASSOCIATION, INC., or their legal representatives, heirs, successors or assigns, and any lot owners, MERRY MOUNTAIN OWNERS' ASSOCIATION, INC., or their legal representatives, heirs, successors or assigns shall in no way be liable to any persons whomsoever, including their heirs, successors or assigns for any such failure.

SECTION 17. All owners of land or lots subject to these restrictions shall automatically become, and shall be required to become, members of MERRY MOUNTAINEERS, INC., a nonprofit California corporation, the purpose of which is to furnish and supply water, as a mutual water company to the owners of such lots and land in all of the property hereinabove first described. Membership in said MERRY MOUNTAINEERS, INC., is appurtenant to the land, and transfer of ownership of said land shall automatically transfer membership in said MERRY MOUNTAINEERS, INC. Members of MERRY MOUNTAINEERS, INC. are bound by its Articles of Incorporation and its By-laws, now in force and hereafter adopted, the original Articles of Incorporation of which were filed in the office of the Clerk of the County of Butte, State of California, on the 23rd day of August, 1965.

All owners of land or lots subject to these restrictions shall also automatically become, and shall be required to become, members of MERRY MOUNTAIN OWNERS' ASSOCIATION, INC., a nonprofit California corporation, the purposes of which are to own and maintain roads, natural areas and recreational facilities in MERRY MOUNTAIN VILLAGE subdivisions. Membership in said MERRY MOUNTAIN OWNERS' ASSOCIATION, INC., is appurtenant to the land, and transfer of ownership of said land shall automatically transfer membership in said MERRY MOUNTAIN OWNERS' ASSOCIATION, INC. Members of MERRY MOUNTAIN OWNERS' ASSOCIATION, INC., are bound by its Articles

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of Incorporation and its By-laws, now in force and as hereafter adopted, the original Articles of Incorporation of which were filed in the office of the Clerk of the County of Butte, State of California, on August 24, 1971.

SECTION 18. These protective restrictions, covenants, easements and agreements shall run with the land and remain in effect for a period of fifty (50) years from the date hereof, at which time they shall automatically renew and extend for an additional period of twenty (20) years from said date, unless the then owners of fifty percent (50%) or more of the lots in these subdivisions elect to terminate or amend them by a statement properly executed by each of them and recorded in the office of the County Recorder of Butte County. The measures and sections of this declaration are declared to be severable, and the holding invalid of any one measure shall not affect the validity of any other measure.

SECTION 19. Nothing herein contained shall impair, defeat or subordinate the lien of any mortgage or trust deed, but title to any property obtained by a purchaser through sale in satisfaction of any mortgage or trust deed shall be held subject to all the measures and provisions hereof.

SECTION 20. No residence shall be occupied until it has a toilet and sewage disposal system in operation. There shall be one (1) toilet for each two (2) bedrooms or fraction thereof. Maximum occupancy of a dwelling overnight, including guests, at any one time shall be eight (8) to each toilet. The use of a dwelling for sleeping large groups, such as scout troops, church groups, etc., is prohibited.

SECTION 21. Before any construction begins, the driveways for each lot shall be treated so that dust created by the work shall not inconvenience other persons.

SECTION 22. The Architectural Control Committee, or its agents, shall have the right to enter any of the residences or buildings in said subdivisions at reasonable times and hours for the purpose of inspection, to determine whether the requirements of these restrictions are being met.

SECTION 23. All property owners shall be responsible on behalf of themselves, their lessees, agents or guests to see that all federal, state and county and local laws and ordinances are fully complied with, and in particular that all fire regulations are strictly enforced and adhered to.

SECTION 24. For the purpose of protecting the aesthetic beauty of any residential subdivision, property owners shall keep the exterior portions of their lot in a clean and neat condition and shall keep their lots free and clear of such items, not limited to but including unused building materials, old washing machines, stoves, broken down automobiles in non-running condition, and such other items commonly referred to as "junk" or "debris."

A breach of any of the foregoing restrictions, covenants and conditions, or any re-entry by reason of such, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to said property or any part thereof, but said conditions, servitudes and restrictions shall be binding upon and affective against subsequent owners thereof.

SECTION 25. The right is reserved to the developer, ROLLEN WATERSON AND ASSOCIATES, BUTTE COUNTY, to add additional subdivisions and that in so doing he will extend the water system and will convey such extensions to MERRY MOUNTAINEERS, INC., without charge or other cost; that the owners of lots and land in such new subdivisions shall become members of MERRY MOUNTAINEERS, INC., as provided herein; and that MERRY MOUNTAINEERS, INC. will accept, operate and maintain such water facilities in accordance with its Articles of Incorporation, its By-laws and these Restrictions without further action on the part of the developer, ROLLEN WATERSON

50 years
no renewal
2021
50% 5 years
terminate

all fire regulations
not 24
Junkies

broken down
vehicles

BOOK 1703 PAGE 303

BUTTE COUNTY

of Incorporation and its By-laws, now in force and as hereafter adopted, the original Articles of Incorporation of which were filed in the office of the Clerk of the County of Butte, State of California, on August 24, 1971.

SECTION 18. These protective restrictions, covenants, easements and agreements shall run with the land and remain in effect for a period of fifty (50) years from the date hereof, at which time they shall automatically renew and extend for an additional period of twenty (20) years from said date, unless the then owners of fifty percent (50%) or more of the lots in these subdivisions elect to terminate or amend them by a statement properly executed by each of them and recorded in the office of the County Recorder of Butte County. The measures and sections of this declaration are declared to be severable, and the holding invalid of any one measure shall not affect the validity of any other measure.

SECTION 19. Nothing herein contained shall impair, defeat or subordinate the lien of any mortgage or trust deed, but title to any property obtained by a purchaser through sale in satisfaction of any mortgage or trust deed shall be held subject to all the measures and provisions hereof.

SECTION 20. No residence shall be occupied until it has a toilet and sewage disposal system in operation. There shall be one (1) toilet for each two (2) bedrooms or fraction thereof. Maximum occupancy of a dwelling overnight, including guests, at any one time shall be eight (8) to each toilet. The use of a dwelling for sleeping large groups, such as scout troops, church groups, etc., is prohibited.

SECTION 21. Before any construction begins, the driveways for each lot shall be treated so that dust created by the work shall not inconvenience other persons.

SECTION 22. The Architectural Control Committee, or its agents, shall have the right to enter any of the residences or buildings in said subdivisions at reasonable times and hours for the purpose of inspection, to determine whether the requirements of these restrictions are being met.

SECTION 23. All property owners shall be responsible on behalf of themselves, their lessees, agents or guests to see that all federal, state and county and local laws and ordinances are fully complied with, and in particular that all fire regulations are strictly enforced and adhered to.

SECTION 24. For the purpose of protecting the aesthetic beauty of any residential subdivision, property owners shall keep the exterior portions of their lot in a clean and neat condition and shall keep their lots free and clear of such items, not limited to but including unused building materials, old washing machines, stoves, broken down automobiles in non-running condition, and such other items commonly referred to as "junk" or "debris."

A breach of any of the foregoing restrictions, covenants and conditions, or any re-entry by reason of such, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to said property or any part thereof, but said conditions, servitudes and restrictions shall be binding upon and affective against subsequent owners thereof.

SECTION 25. The right is reserved to the developer, ROLLEN WATERSON AND ASSOCIATES, BUTTE COUNTY, to add additional subdivisions and that in so doing he will extend the water system and will convey such extensions to MERRY MOUNTAINEERS, INC., without charge or other cost; that the owners of lots and land in such new subdivisions shall become members of MERRY MOUNTAINEERS, INC., as provided herein; and that MERRY MOUNTAINEERS, INC. will accept, operate and maintain such water facilities in accordance with its Articles of Incorporation, its By-laws and these Restrictions without further action on the part of the developer, ROLLEN WATERSON

Book 1703
Page 303

RECORDING REQUESTED BY

Rollen Waterson

WHEN RECORDED MAIL TO

Merry Mountaineers, Inc.
c/o Rollen Waterson
P.O. Box 37
Clipper Mills, California
65930

20308

Taija Veprealainen

RECORDED AT THE REQUEST OF
BUTTE COUNTY TITLE CO.

04-09-2021

FEB 15 1966

at 48 min. past 3 o'clock

M. Vol. 1414 page 112

OFFICIAL RECORDS OF
BUTTE COUNTY, CALIFORNIA

ETHEL M. ESLEY County Recorder

By Louise Anderson

Fee \$ 2.80 DEPUTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

BOOK 1414 PAGE 112

GRANT DEED

(Escrow No.)

By this instrument dated January 28, 1966

for a valuable consideration,

ROLLEN WATERSON AND ASSOCIATES, BUTTE COUNTY,
a copartnership,

hereby GRANTS to

MERRY MOUNTAINEERS, INC.
a California corporation

The following described Real Property in the State of California, County of Butte

are: The roads, namely, Merry Way, Holiday Drive and Siesta Circle; Gusher Gulch Natural Area and Siesta Circle Natural Area; and Access "A" and Access "B"; all as delineated and shown on the Map of MERRY MOUNTAIN VILLAGE SUBDIVISION UNIT NO. 1, a portion of the West 1/2 of Section 2, T. 19 N., R. 7 E., M.D.B. & M., said Map recorded in the Office of the Recorder of Butte County, State of California on the 17th day of August, 1965, in Map Book 34, Pages 17, 18 and 19, Serial No. 3977;

RESERVING THEREFROM an easement for purpose of ingress and egress across Access "A" and extending from the Easterly line of said Access "A" across Siesta Circle Natural Area to the Southerly line of Lot 64 and also RESERVING THEREFROM an easement for purpose of ingress and egress across Access "A" and extending from the Easterly line of said Access "A" across Siesta Circle Natural Area to the Southerly line of Lot 65, said easements not to exceed 20 feet in width.

This Grant Deed is expressly made subject to that certain Amended Declaration of Protective Restrictions, Covenants and Agreements Affecting that Property Known as Merry Mountain Village, recorded in the Office of the County Recorder of the County of Butte, on December 28, 1965 in Book 1406, page 276, et seq., Official Records of Butte County.

MAIL TAX
STATEMENT TO:

Merry Mountaineers, P.O. Box 37
Inc. Clipper Mills, Calif. 65930
NAME ADDRESS ZIP

No
Revenue
Stamps
Required

Amx lks

ROLLEN WATERSON AND ASSOCIATES,
BUTTE COUNTY, a copartnership

By Rollen Waterson
Partner

STATE OF CALIFORNIA

COUNTY OF

person whose name

55.

On, 19.., before me, the undersigned, a Notary Public in and for said County and State, personally appeared

known to me to be the

subscribed to the within instrument, and acknowledged to me that, he, executed the same.

Notary's Signature

Type or Print Notary's Name

MAIL TAX STATEMENTS AS DIRECTED ABOVE

9

BUTTE COUNTY

AND ASSOCIATES, BUTTE COUNTY, or MERRY MOUNTAINEERS, INC.; provided, however, that MERRY MOUNTAINEERS, INC., will not accept, operate or maintain any facilities other than an extension of the mutual water system.

The right is reserved to the developer, ROLLEN WATERSON AND ASSOCIATES, BUTTE COUNTY, and it is understood and agreed that developer, ROLLEN WATERSON AND ASSOCIATES, BUTTE COUNTY, will add additional subdivisions and that in so doing he will extend the roads and will add to or create new natural areas and will convey such extensions and areas to MERRY MOUNTAIN OWNERS' ASSOCIATION, INC., without charge or other cost; that the owners of lots and land in such new subdivisions shall become members of MERRY MOUNTAIN OWNERS' ASSOCIATION, INC., as provided herein; and that MERRY MOUNTAIN OWNERS' ASSOCIATION, INC., will accept, operate and maintain such facilities in accordance with its By-laws, its Articles of Incorporation and these Restrictions without further action on the part of the developer, ROLLEN WATERSON AND ASSOCIATES, BUTTE COUNTY, or MERRY MOUNTAIN OWNERS' ASSOCIATION, INC.; provided, however, that if developer, ROLLEN WATERSON AND ASSOCIATES, BUTTE COUNTY, proposes to grant or convey to MERRY MOUNTAIN OWNERS' ASSOCIATION, INC., facilities different than road and natural areas, MERRY MOUNTAIN OWNERS' ASSOCIATION, INC. is not bound to accept such different facilities except on a vote of at least three-fourths (3/4) of its members, excluding votes for lots owned by developer, ROLLEN WATERSON AND ASSOCIATES.

SECTION 26. The developer, ROLLEN WATERSON AND ASSOCIATES, BUTTE COUNTY, reserves the right in the natural areas and access areas delineated on the above described subdivision maps and on any future maps or subdivisions, the right to use such areas for the purpose of construction, maintenance or extension of said water system, including, but not limited to wells, pumps, pump houses, tanks, water pipelines, and the like, appurtenant to the water distribution system, to furnish and distribute water to any and all subdivisions of MERRY MOUNTAIN VILLAGE.

SECTION 27. The owners of lots 64 and 65 as the same are delineated on the above mentioned map of MERRY MOUNTAIN VILLAGE UNIT NO. 1, are reserved the right to use Siesta Circle Natural Area and Access A as delineated on said map for access roads or driveways for the purpose of ingress and egress to said lots.

SECTION 28. Subject to compliance with the Real Estate Law of the State of California, these restrictions and covenants may be amended at any time and from time to time by an instrument in writing approved by a vote of members entitled to exercise a three-fourths (3/4) majority of the voting power of MERRY MOUNTAIN OWNERS' ASSOCIATION, INC., which instrument shall become effecting upon recordation thereof in the office of the Butte County Recorder.

DATED September 25, 1971.

(Seal)

MERRY MOUNTAINEERS, INC., a corporation

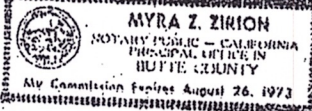
By Mildred Rummel, President

By Rollen Waterson, Secretary

STATE OF CALIFORNIA)

COUNTY OF BUTTE) ss

On this 25th day of Sept, 1971, before me Myra Z. Zirion, a Notary Public, State of California, duly commissioned and sworn, personally appeared Mildred Rummel and Rollen Waterson, known to me to be the President and Secretary of MERRY MOUNTAINEERS, INC., the corporation that executed the within instrument and also known to me to be the persons who executed it on behalf of such corporation and acknowledged to me that they executed the same.



Myra Z. Zirion
Notary Public, State of California

BOOK 1703 PAGE 304

MERRY MOUNTAIN

HOA

BUTTE COUNTY

Tuja Vepalainen

04-09-2021

RECORDING REQUESTED BY

And when recorded mail to

MERRY MOUNTAIN OWNERS' ASS'N
P. O. Box 37
Clipper Mills, Ca 95930

OFFICIAL RECORDS
BUTTE COUNTY TITLE CO.
JAN 24 10 42 AM 1972

DOCUMENTARY TRANSFER TAX \$ 2.00
[] COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
[] COMPUTED ON THE VALUE OF THE PROPERTY LESS THE AMOUNTS
REMAINING THEREON AT TIME OF SALE

UNRECORDED
COUNTY RECORDS
FEE

20982

Mail Tax Statements to

MERRY MOUNTAIN OWNERS' ASS'N, INC
P. O. Box 37
Clipper Mills, Ca 95930

Signature of declarant or agent determining tax: []
NO COUNTY TRANSFER TAX DUE

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged

MERRY MOUNTAINEERS, INC., a California Corporation, hereby GRANTS to

MERRY MOUNTAIN OWNERS' ASSOCIATION, INC., a California corporation, the following
described real property in the County of Butte, State of California:

1. The roads, namely, Merry Way, Holiday Drive and Siesta Circle; Gusher Gulch Natural Area and Siesta Circle Natural Area; and Access "A" and Access "B"; all as delineated and shown on the Map of MERRY MOUNTAIN VILLAGE SUBDIVISION UNIT NO. 1, said map recorded in the office of the Recorder of Butte County, State of California, on the 17th day of August, 1965, in Map Book 34, Pages 17, 18 and 19;

RESERVING THEREFROM (a) The water system and appurtenances thereto; and (b) An easement for purpose of ingress and egress across Access "A" and extending from the Easterly line of said Access "A" across Siesta Circle Natural Area to the Southerly line of Lot 64; and (c) an easement for purpose of ingress and egress across Access "A" and extending from the Easterly line of said Access "A" across Siesta Circle Natural Area to the Southerly line of Lot 65, said easements not to exceed 20 feet in width.

2. The roads, namely Merry Way and Winding Way; Grizzly Creek Natural Area and Loafer's Lair Natural Area; Access "A", Access "B" and Access "C"; all as delineated and shown on the Map of MERRY MOUNTAIN VILLAGE SUBDIVISION UNIT NO. 2, as said Map was recorded in the office of the Recorder, County of Butte, State of California, on the 10th day of October, 1968, in Map Book 35 at pages 32, 33 and 34;

RESERVING THEREFROM the water system and appurtenances thereto.

3. The roads, namely Winding Way and Holiday Drive; Gusher Gulch Natural Area; Access "A"; Access "B"; Access "C"; Access "D"; and two separate strips of land, each one foot in width and both lying along and adjacent to Winding Way and each designated and described "1.00' STRIP OF LAND TO BE DEEDED TO THE LOT OWNERS' ASSOC."; all as shown and delineated on that certain map entitled "Merry Mountain Village Subdivision Unit No. 3" which Map was filed in the office of the Recorder of the County of Butte, State of California, on June 17, 1970 in Book 35 of Maps at pages 76 and 77, together with the improvements thereon;

RESERVING THEREFROM the water system and appurtenances thereto.

This Grant Deed is expressly made subject to that certain Amended Declaration of Protective Restrictions, Covenants and Agreements affecting that property known as Merry Mountain Village, recorded in the office of the Recorder, County of Butte, State of California, on December 28, 1965, in Book 1406, page 276, et seq., Official Records and amendments thereto recorded in the office of the County Recorder of the County of Butte, on September 27, 1971 in Book 1703, page 299, et seq.

IN WITNESS WHEREOF, said corporation has executed these presents by its officers thereunto duly authorized, this 27th day of November, 1971.

STATE OF CALIFORNIA

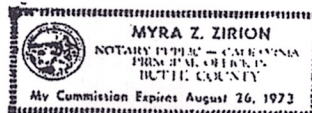
County of Butte
On November 27, 1971, before me, the undersigned,

a Notary Public, in and for said State, personally appeared
Kilfred Rummel and Rollen Waterson

known to me to be the President and the Secretary of the corporation that executed the within instrument, and also known to me to be the persons who executed it on behalf of such corporation, and acknowledged to me that such corporation executed the same, and further acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

Myra Z. Zirion
Notary Public

MERRY MOUNTAINEERS, INC.

By William K. Zimmerman, PresidentBy Rollen Waterson, Secretary

END OF DOCUMENT

BOOK 1730 PAGE 497

MERRY MOUNTAIN HOA

STATE OF CALIFORNIA,

County of Butte

On this 28th day of January

ss.

BOOK 1414 PAGE 113

in the year one thousand nine hundred and sixty-six

before me, Clarence L. Gipe, a Notary Public, State of California,
duly commissioned and sworn, personally appeared
Rollen Waterson

known to me to be one of the partners of the partnership that executed the within instrument,
and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal,
in the County of Butte, State of California, this 28th day of January, 1966.

certificate first above written.

Clarence L. Gipe
Clarence L. Gipe



CLARENCE L. GIPE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
BUTTE COUNTY

My Commission Expires May 18, 1969