

Tuija Vepsäläinen

04-09-2021

Book 1406 Page 276

AMENDED

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

Box 37  
Chapmanville, Calif.

THIS DECLARATION, made and dated this 28th  
day of December, 1965, by ROLLEN WATERSON  
AND ASSOCIATES, BUTTE COUNTY, a co-partnership, hereinafter  
termed Declarant,

WHEREAS, declarant executed a document entitled  
Declaration of Protective Restrictions, Covenants And  
Agreements Affecting That Real Property Known as "Merry  
Mountain Village" on September 9, 1965, which document  
was recorded in the Office of the County Recorder of the  
County of Butte, State of California, in Book 1389, at  
page 594, on September 10, 1965, and

WHEREAS, declarant did therein reserve the right  
to rescind all restrictions in said document, and pursuant  
to said right declarant does hereby rescind all such restric-  
tions contained therein, and declarant declares that this  
declaration made and dated this 28th day of December  
1965, shall be and hereby is substituted in place of and  
instead of the document made and dated September 9, 1965.

WHEREAS, declarant is the owner of that certain  
real property located in the County of Butte, State of  
California, described as follows:

PARCEL ONE: The Southeast quarter of the southwest  
quarter of Section 35, Township 20 North, Range 7  
East, M.D. B. & M.

PARCEL TWO: Lots 2, 3 and 4; the South half of the  
Northwest quarter and the North half of the South-  
west quarter of Section 2, Township 19 North,  
Range 7 East, M.D. B. & M.

Recorded at Request of Chapmanville Associates, Inc. Dec 29 1965  
at 2:31 P.M. F.M. 1406  
Fee \$ 11.60  
County Recorder  
Carol M. Jackson

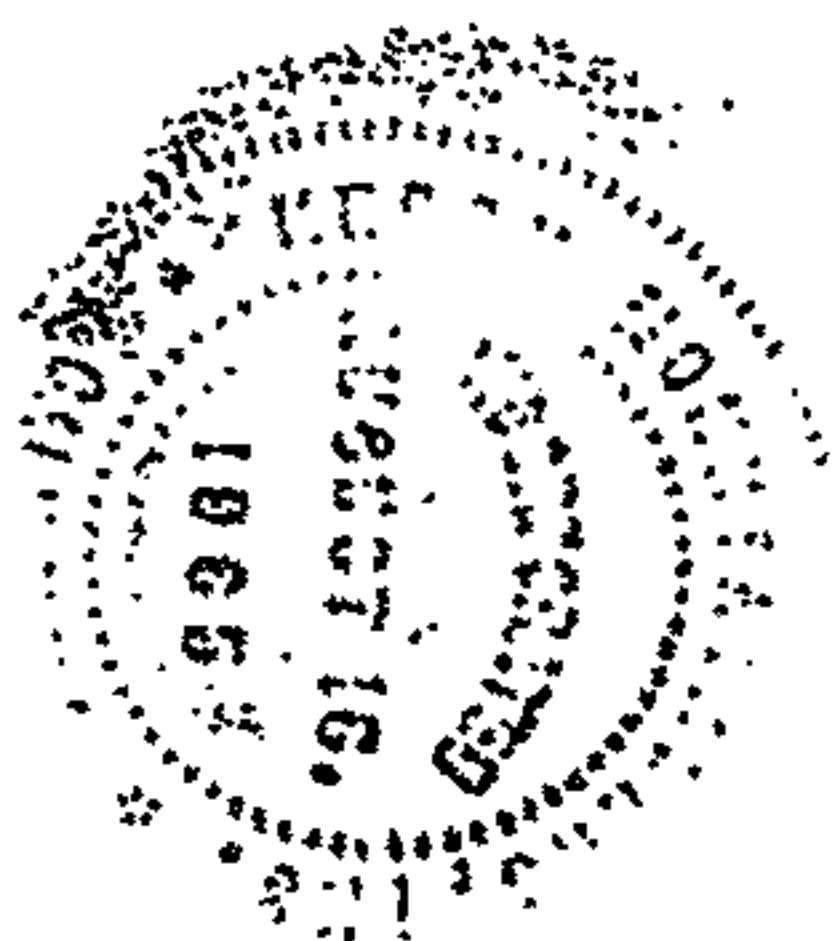
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CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting secretary of MERRY MOUNTAINEERS, INC., a California corporation; and
2. That the foregoing by-laws, comprising 31 pages, constitute the original by-laws of said corporation as duly adopted at the first meeting of the board of directors thereof, duly held on September 7, 1965.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 9th day of September, 1965.



Violet M. Waterson  
Secretary

ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
County of Butte ) ss

On this 9th day of September, 1965, before me, a Notary Public in and for the County of Butte, State of California, residing therein, duly commissioned and sworn, personally appeared VIOLET M. WATERSON, known to me to be the person whose name is subscribed to the foregoing Certificate, and acknowledged to me that she executed the same.

WITNESS my hand and official seal.  
CLARENCE L. GIPE  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
BUTTE COUNTY  
My Commission Expires May 18, 1969

Clarence L. Gipe  
Notary Public in and for the  
County of Butte



EXCEPTING THE FOLLOWING:

1. That portion thereof containing 20 acres more or less, conveyed in Deed to Alfred L. Peterson, dated August 16, 1906 and recorded in Book 92 of Deeds, at page 83.
2. That portion thereof containing 1 acre, more or less, described in the deed to G. J. Dahlstrom, dated September 26, 1938 and recorded in Book 193 of Official Records at page 424.
3. That portion thereof containing 28.36 acres, more or less, described in the Deed to Lionel E. Lattemore, dated August 1, 1940 and recorded in Book 172 of Official Records, at Page 443.
4. That portion thereof containing 40 acres, more or less, described in the Deed to Nina Ormiston, dated February 2, 1944 and recorded in Book 323 of Official Records at page 222, Said property containing, after said exemptions, 190.64 acres more or less.

PARCEL THREE: The Northeast quarter of Section 3, Township 19 North, Range 7 East, M.D.B.&M.

and

WHEREAS, declarant is about to subdivide portions of said land for residential purposes by means of Merry Mountain Village subdivisions, excepting therefrom that portion thereof described as follows:

All of that portion of the above-described real property fronting on the Marysville-LaPorte road approximately 2200 feet long more or less to a depth of 205 feet westerly from said road, which portion is reserved to declarant, its successors, heirs and assigns for business or commercial purposes,

and

WHEREAS, declarant, as owner of said described real property, has caused to be filed a map of a portion thereof entitled "Merry Mountain Village Subdivision No. 1" which map was filed in the Office of the County Recorder

of the County of Butte, State of California, in Map Book 34,  
at pages 17, 18 and 19, on the 17th day of August, 1965, and

WHEREAS, declarant is about to sell, dispose of  
or convey, in portions or in whole, said hereinabove described  
property, including that portion known as Merry Mountain  
Village Subdivision No. 1, which it desires to subject,  
pursuant to a general plan or scheme of improvements, to  
certain restrictions, easements, covenants, and agreements  
between it and the acquirers or users of said property as here-  
inafter set forth, and

WHEREAS, as a part of said general plan or scheme  
of improvements declarant has set aside certain natural areas,  
constructed roads and a water system to be given by declarant  
to the owners of said lots or land, and further pursuant to  
said general plan or scheme of improvements has caused the  
formation of a lot owners' association known as MERRY MOUNTAINEERS,  
INC., a California non-profit corporation, whose Articles  
of Incorporation were filed in the Office of the Secretary  
of State of the State of California, on August 16, 1965,  
and in the office of the Butte County Clerk on August 23, 1965,

NOW, THEREFORE, declarant declares that the  
property described above, including, but not limited to the  
property shown on said map and excepting therefrom that portion  
thereof reserved for business or commercial purposes fronting  
on the Marysville-LaPorte road, is held and shall be sold,  
conveyed, leased, occupied, resided upon, hypothecated, and  
held subject to the following restrictions, covenants,



easements and agreements between it, MERRY MOUNTAINEERS, INC. and the several owners and purchasers of said property and their and each of 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 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 declarant, its successor or its nominee.

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

Dwelling  
+  
garage  
Appurtenant  
(same premises)

subdivision, nor shall any sheds, tents, shelters or temporary garages be erected on any lot. No tent, trailer, garage or other outbuildings, 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 foundations or septic tanks." In the event any dwelling or building is damaged by reason of fire, falling trees, wind or 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 MOUNTAINEERS, INC., its successors 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

no sheds  
no trailers  
living  
space  
except  
temporary

Amended  
section  
must be  
within  
1 year  
repaired



objectional 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 declarant and one member appointed by the Board of Directors of MERRY MOUNTAINEERS, 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 said two-year period, the right of approval contained in Sections 6, 8 and 10 of these Restrictions may, at the option of MERRY MOUNTAINEERS, INC., pass to and vest exclusively in MERRY MOUNTAINEERS, 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, 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

3 members

Root Approval

their opinion is improperly designated 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 slightly 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 the written approval therefor of the Architectural Committee, its nominee or its successor shall be first had and obtained.

Section 11. Such easements and rights of way as may be shown and delineated on any residential subdivision map are hereby especially reserved for the erection, construction and maintenance of poles, wires and conduits for electricity,



telephone and other public services and utilities, drainage ditches and foot and bridle paths.

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

Section 13. It is understood and agreed that the declarant reserves 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 utility that is duly authorized to carry on its business under the laws of the State of California, or to any mutual water company or homeowners' association, including 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.

What  
About  
Home Owners  
Lines?

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 declarant for business and/or commercial purposes) and shall inure to the benefit of and be enforceable by declarant, any lot owner and MERRY MOUNTAINEERS, INC. or their legal heirs, successors and assigns; and failure by declarant, a lot owner or MERRY MOUNTAINEERS, 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 declarant, any lot owner, MERRY MOUNTAINEERS, INC., or their legal representatives, heirs, successors or assigns, and declarant, any lot owner, MERRY MOUNTAINEERS, 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 purposes of which are 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, to maintain roads and natural areas therein and thereon for the owners of such lots and land. 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 County of Butte, State of California, on the 23rd day of August, 1965.

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 per cent (50%) or more of the lots in this subdivision 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 deed of trust, but title to any property obtained by a purchaser through sale in satisfaction of any mortgage or deed of trust 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

Amendment  
Section 18  
50 years  
1965 -  
2022 = 65 yrs  
NOT amended

50 yrs =  
1965  
2015  
1965 + 50 =  
2015  
NOT amended  
2015 + 20 =  
2035

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 cause an inconvenience to 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 subdivision 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, 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 from 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 or 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, covenants, servitudes and restrictions shall be binding upon and effective

art 24

broken  
out



against subsequent owners thereof.

Section 25. The right is reserved to declarant and it is understood and agreed that declarant will add additional subdivisions within the land first described above and that in so doing he will extend the roads and water system of Subdivision No. 1 and create additional natural areas, and will convey such extensions and areas to MERRY MOUNTAINEERS, INC. without charge or other cost; that owners of lots and lands 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 facilities in accordance with its articles of incorporation, its by-laws, and these Restrictions without further action on the part of declarant or MERRY MOUNTAINEERS, INC.; provided, however, that if declarant proposes to grant or convey to MERRY MOUNTAINEERS, INC. facilities of a nature different than a mutual water system, roads and natural areas, MERRY MOUNTAINEERS, 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 declarant.

Section 26. Declarant reserves the right in the natural and access areas delineated on the above-described map and on any future map or subdivision, the right to use such areas for the purpose of construction, maintenance or extension of the said water system, including, but not limited to wells, pumps, pump house, 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. Declarant reserves to the owner of lots 64 and 65 as the same are delineated on the above mentioned map of Merry Mountain Village Subdivision No. 1, 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. 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-fourth's (3/4) majority of the voting power of MERRY MOUNTAINEERS, INC.

ROLLEN WATERSON AND ASSOCIATES, BUTTE COUNTY, a co-partnership.

by <u>Dorothy Allen</u> her attorney in fact	by <u>Dan Tucker</u> his attorney in fact
<u>David Singman</u>	<u>Rollen Waterson</u>
by <u>Rollen Waterson</u> his attorney in fact	
<u>C. A. Catassi</u>	
by <u>Rollen Waterson</u> his attorney in fact	
<u>Helen Snook</u>	<u>Rollen Waterson</u>
by <u>Rollen Waterson</u> her attorney in fact	by <u>Violet M. Waterson</u> her attorney in fact
<u>William C. Slocum</u>	
by <u>Rollen Waterson</u> his attorney in fact	

Rollen Waterson Associates,  
a co-partnership

STATE OF CALIFORNIA )  
County of Butte ) ss

On this 28th day of December, 1965, before me, a Notary Public in and for the County of Butte, State of California, personally appeared Rollen Waterson, known to me to be one of the partners of ROLLEN WATERSON AND ASSOCIATES, BUTTE COUNTY, a co-partnership, and is the same person whose name is subscribed to the within instrument as attorney in fact of Dorothy Allen, David Singman, C. A. Catassi, Helen Snook, William C. Slocum, Dan Tucker and Violet M. Waterson, who are the partners of the partnership that executed the within instrument and acknowledged to me that said partnership executed the same.

WITNESSED my hand and official seal.

CLARENCE L. GIPER  
Notary Public  
My Commission Expires May 15, 1967

Clarence L. Giper  
Notary Public in and for the  
County of Butte

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