

BOOK 755 PAGE 070
RECORDED AT REQUEST OF
CAL-SIERRA TITLE COMPANY

at 43 min. past 10A M.

WHEN RECORDED MAIL TO:

BAILEY CREEK INVESTORS
1766 BIDWELL AVENUE
CHICO, CA 95926

8062 OCT 07 1998
PLUMAS COUNTY, CALIFORNIA
JUDITH WELLS
Recorder
Fee \$ 3400

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DECLARATIONS OF PROTECTIVE COVENANTS AND
RESTRICTIONS UPON
BAILEY CREEK SUBDIVISION - PHASE 1 UNIT 2
PLUMAS COUNTY, CALIFORNIA

**DECLARATIONS OF PROTECTIVE COVENANTS AND
RESTRICTIONS UPON
BAILEY CREEK SUBDIVISION - PHASE I, UNIT 2
PLUMAS COUNTY, CALIFORNIA**

BAILEY CREEK INVESTORS, a limited partnership, hereinafter designated as "Declarants", are the owners in fee simple of that certain real property situated in the County of Plumas, State of California, described as follows:

That certain subdivision and tract of land situated in the County of Plumas, State of California, generally known and described as "Bailey Creek Subdivision - Phase I, Unit 2", according to the Official Plat and Map thereof, recorded in the Office of the County Recorder of said County of Plumas on the 7th day of October, 1998, in Book 8 of Maps, at Pages 99.

WHEREAS, the Declarants are about to offer to sell lots for building purposes in said tract and desire to impose certain restrictions on the possession and use by purchasers and their successors in interest for the purpose of enhancing and protecting the value, attractiveness and desirability of the lots, or parcels constituting such subdivision, and in order to give assurance to each purchaser of lot or parcels in the aforescribed subdivision that no building to be erected thereon shall be of character below a certain standard, and

WHEREAS, the Declarants desire to protect themselves and each purchaser of a lot or lots or parcel in the above mentioned subdivision, and their successors in interest, by making the scheme and plan of restriction applicable to said entire tract and to each and every lot or parcel thereon hence forth sold or otherwise conveyed;

NOW, THEREFORE, the Declarants declare hereby that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions and constitute covenants running with the land and shall be binding on all parties having a right, title, or interest in the above described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

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 detached single-family dwelling

not to exceed two (2) stories in height and a private garage for not less than two (2) cars, and other usual and appropriate outbuildings strictly incident to and appurtenant to a private residence. 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) No lot in BAILEY CREEK SUBDIVISION - PHASE I, UNIT 2 may be subdivided.
- (b) Litter and other debris shall be removed by the owner or operator from common parking areas and open space areas in the commercial and public facility areas sufficiently to avoid increasing loads on storm drainage systems.

2. ARCHITECTURAL CONTROL

No building, fence, wall or other permanent structure shall be erected, altered or placed on any lot in BAILEY CREEK SUBDIVISION - PHASE I, UNIT 2 until building plans, specifications and plot plans showing the location of such structures 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 majority of an architectural committee composed of DENNIS W. DURKIN, SUSY DURKIN, DAVID DURKIN OR CHRIS DURKIN.

- (a) A majority of the Committee may designate a representative to act for it.
- (b) If a vacancy should occur in 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, or will, by any lien holder foreclosure action, relinquish the right herein reserved to appoint and maintain the Committee, and at such time the then record owners of fifty percent (50%) or more, of the lots in BAILEY CREEK SUBDIVISION - PHASE I, UNIT 2 may elect and appoint a committee of three (3) 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 of said lot.
- (d) Upon failure of the Committee, or its designated representative, to approve or disapprove plans and specifications submitted to it within ten (10) 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 and quality of workmanship and material, harmony of exterior design, location with respect to topography and finished grade elevations, and any and all matters pertaining to the well-being of BAILEY CREEK SUBDIVISION - PHASE I, UNIT 2.
- (f) No flat-top main dwelling roof may be used except pertinent patio or structure roof at the rear of the dwelling. Pitched roofs shall be four (4) in twelve (12) or greater. Eaves shall be two (2) feet or greater.
- (g) The exterior of any structure shall be completed within one (1) year of the date of starting construction. No metallic roofing or siding will be permitted unless such are expressly approved by the Architectural Committee. Exterior walls below floor level shall be enclosed unless the foundation structure is designed especially for architectural appearance and so approved by the Architectural Committee.
- (h) All lots subject to these Restrictions shall be kept in as natural condition as possible. Clearing shall be limited to the minimum required for permitted uses including access, but shall not exceed sixty percent (60%) of the total lot area without prior written authorization from the Architectural Committee. Grading and terracing for building foundations shall be designed to blend into the natural contours of the site.
- (i) No trailers or recreational vehicles shall be placed for purposes of occupancy on any lot subject to these Restrictions except during the construction period of a permanent residence, which period shall not exceed one (1) year.
- (j) No boat, truck, motorhome, or other recreational vehicle shall be stored or parked on the premises unless the same shall be kept in an enclosed garage or behind a 6 foot fence.
- (k) Water saving devices that are more efficient than those currently required by code shall be required.
- (l) Storm water runoff from roofs shall be diverted into and through infiltration trenches on each property. Overflow from these trenches shall be directed over vegetated areas before reaching roadside ditches. Plans showing how this will be done shall be submitted for approval with applications for building permits under which roofs would be constructed, enlarged or modified and with applications for building permits for construction which would modify existing diversions.

- (m) Free standing propane tanks are not allowed on any residential property within the subdivision. Propane will be piped to each residential lot from a central tank and will be metered.

3. FENCES AND ENCLOSURES

- (a) Only natural wood fences. No wire, chain link, metal, plastic or fence other than natural wood will be permitted.
- (b) No fence, wall or enclosure, where permitted, shall be over four (4) feet in height. Exception: a six (6) foot fence will be allowed along the side perimeter of the house, not to extend beyond the front or rear exterior walls on either side of the house.
- (c) A fence, wall or enclosure of the above material and specifications may be used across the rear of inside lots and on two (2) sides of a lot, provided sides do not extend beyond the front of dwelling and shall return to the dwelling itself, leaving the approved setback clear of any obstructions.
- (d) All fences, walls, or enclosures on corner lots shall be erected within approved setbacks or shall extend only to the front or side of the dwelling.

4. 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.
- (b) Lands surrounding the buildings in all areas must harmonize with adjacent surrounding property.
- (c) No trailers or recreational vehicles may be parked in front of setback line longer than seven (7) days.

5. BUILDING LOCATION

- (a) No building or other structure shall be located on any lot nearer to the front line or nearer to the side street line of said lot than the minimum building set back shown on the plot plan of BAILEY CREEK SUBDIVISION - PHASE I, UNIT 2.
- (b) No building or other structure shall be located nearer than ten (10) feet to any

interior lot line.

- (c) No building, structure, pool or improvement of any kind shall be erected on any area designated on BAILEY CREEK SUBDIVISION - PHASE I, UNIT 2 map as "easement property". Lawn may be planted and used over easement areas.

6. DWELLING SIZE

The total floor area of the main structure, exclusive of open porches and garages, shall not be less than fifteen hundred (1,500) square feet.

7. 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 BAILEY CREEK SUBDIVISION - PHASE I, UNIT 2 map.

8. NUISANCES

- (a) No obnoxious or offensive activities shall be permitted upon any lot, nor shall anything or any act be done, permitted or committed upon any lot which may be or might become an annoyance to the other lot owners of BAILEY CREEK SUBDIVISION - PHASE I, UNIT 2.
- (b) No firearms may be discharged on any lot subject to these Restrictions. All hunting, including hunting by bow and arrow, is prohibited in this subdivision. Fireworks of any description are prohibited in this subdivision.

9. COMMERCIAL ACTIVITIES

No commercial or manufacturing activity of any nature, description or kind shall be permitted on any lot of BAILEY CREEK SUBDIVISION - PHASE I, UNIT 2 or on any part thereof, or for storage of equipment or materials on said lots, except as hereinabove 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 of BAILEY CREEK SUBDIVISION - PHASE I, UNIT 2.

10. SIGNS

No signs of any nature shall be permitted within the subdivision except as otherwise approved by the Architectural Committee and other than allowed by State law. A "Real Estate sign policy" can be obtained from the Architectural Committee.

11. 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 mining, drilling or excavation purposes be permitted upon any lot.

12. 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 kept 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.
- (b) All dogs shall be confined to home sites or under the physical control of their owners at all time. The Community Service District shall have enforcement authority and responsibility.
- (c) All pet feeding shall be in enclosed areas. All domestic garbage shall be in wildlife-proof containers. The Community Service District shall have enforcement authority and responsibility.
- (d) Each year, all homeowners shall be notified by mail and by posted signs that feeding deer and delaying their migrations may result in their death by starvation or drowning. The Community Service District shall have enforcement authority and responsibility.

13. TERMINATION OF RESTRICTIONS

The restrictions herein contained shall run with the land and be in full force and effect for a period of twenty-five (25) years from the date of recordation of this Declaration, unless an instrument signed by a majority of the owners of lots, each lot being considered as one (1) entity regardless of the number of owners, has been recorded, which instrument sets forth continuation, change, or abandonment of said covenants.

14. ENFORCEMENT

Any breach of the terms or restrictions of this Declaration are hereby declared no to be adequately compensable by monetary damage, but such breach and/or the continuation thereof may be enjoined or abated by appropriate proceedings by the Declarants, or by any

owner or owners of any other lots or lot in BAILEY CREEK SUBDIVISION - PHASE I, UNIT 2.

15. SEVERABILITY

If any restriction, covenant or condition 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.

16. IMPACT OF LIEN

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

17. MUTUAL COVENANTS

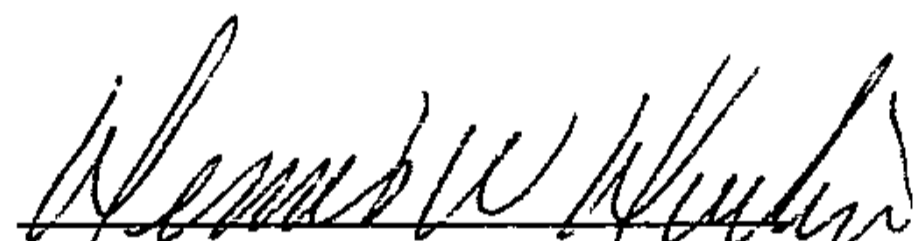
The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitude's for the protection and benefit of each lot in BAILEY CREEK SUBDIVISION - PHASE I, UNIT 2 and failure by the Declarants or any other person or persons entitled so to do to enforce any measure or provision upon violation thereof shall not stop nor prevent enforcement thereafter nor be deemed a waiver of the right so to do.

18. EFFECT


Each grantee of a conveyance or purchaser under a contract of 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 this Declaration, and agrees to be bound by the same.

**IN WITNESS THEREOF, DECLARANTS HAVE HEREUNTO
SUBSCRIBED THEIR NAMES THIS 21 DAY OF
September, 19 98.**

**BAILEY CREEK INVESTORS
A LIMITED PARTNERSHIP**


**BY: DENNIS W. DURKIN
GENERAL PARTNER**

**ROUGH & READY, INC., A CALIFORNIA
CORPORATION, GENERAL PARTNER**


**BY: DENNIS W. DURKIN
PRESIDENT**



STATE OF CALIFORNIA
COUNTY OF _____

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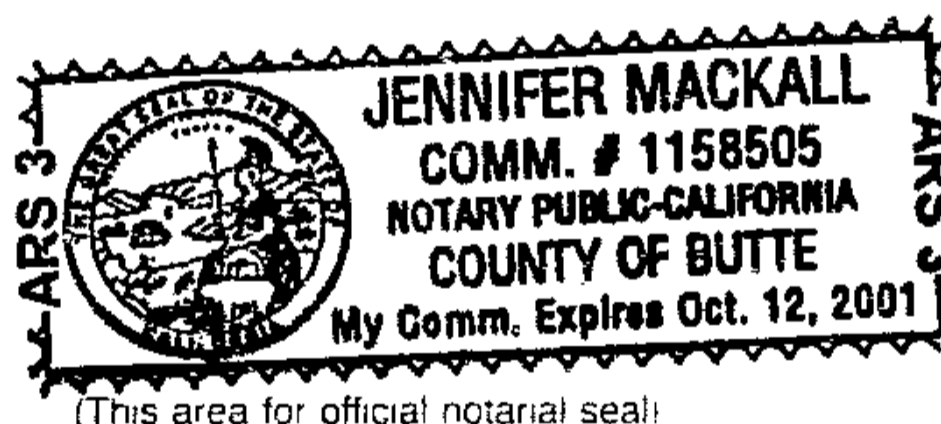
}ss.

On September 21, 1998, before me, Jennifer Mackall, Notary Public,
personally appeared Dennis W. Durkin

_____, 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.

Signature Jennifer Mackall




Title of Document _____
Date of Document _____ No. of Pages _____
Other signatures not acknowledged _____

**DECLARATION, CONSENT TO DECLARATION,
AND SUBORDINATION**

The undersigned, Plumas Bank, as Beneficiary under those certain Deeds of Trusts dated June 3, 1997, and recorded April 15, 1998, in book 738 at page 152, instrument no. 2899, Plumas County Official Records and dated May 18, 1998, and recorded May 22, 1998, in book 741 at page 401, instrument no. 3767, Plumas County Official Records, executed by Bailey Creek Investors, a California Limited Partnership, as Trustor and Cal-Sierra Title Company, a California Corporation, as Trustee does hereby consent to the Declaration of Protective Covenants and Restrictions upon Bailey Creek Subdivision- Phase 1 Unit 2 and does hereby subordinate said Deed of Trust to said Declaration of Protective Covenants and Restrictions, to the same extent and with the same force and effect as if said Declaration of Protective Covenants and Restrictions, had been executed and recorded prior to the execution and recordation of said Deed of Trust.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Subordination this day of 18, 1998.

Plumas Bank


By: Al Froese

(General Acknowledgment)

STATE OF CALIFORNIA }
 }SS.
COUNTY OF Plumas }

On August 18, 1998 before me, the undersigned, a Notary Public in and for said State personally appeared Al Froese 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.

Signature 
Notary

