

## ATTACHMENT

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b)(1) of the California Government Code, please take note of the following:

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

If this cover page is a copy which has been transmitted to you by facsimile, email or other form of electronic transmission, please note that the notice above appears in the original cover page in 14-point bold face type.

File *Planitic*

When Recorded Return TO:  
 LARWIN DEVELOPMENTS, INC.  
 9100 WILSHIRE BOULEVARD  
 BEVERLY HILLS, CALIFORNIA  
 Attn: John F. Keating, Esq.

OFFICIAL RECORDS  
 SUTIS COUNTY - CALIF.  
 FILED BY  
**OROVILLE TITLE COMPANY**  
 FEB 28 9 32 AM 1973

LOUISE KLEINBERGER  
 COUNTY RECORDER  
 FEE

22488

DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS

FOR  
 SKYWAY PLAZA

THIS BOOK CONTAINS 10 PAGES

1973

OROVILLE, CALIF.

PREAMBLE

THIS DECLARATION is made on November 18, 1972, by LARWIN DEVELOPMENTS, INC., a California corporation, as owner of the real property in the County of Butte, State of California, described in Exhibit "A" which is attached hereto and incorporated herein by this reference.

The property described in Exhibit "A" is part of a larger land area owned by Grantor which is to be developed into the community of Paradise Pines.

The area from which the community of Paradise Pines will be created possesses great charm and natural beauty which Grantor intends to preserve. Through the use of planned development, there will be created an appealing community with residential areas of varying nature and character, open areas, pedestrian malls and parks and accessible to tastefully designed shopping areas and recreational facilities.

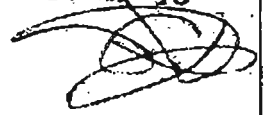
Grantor intends that the design and development of the areas subject to this Declaration shall be consistent with the aims and ideals of Paradise Pines. It is the purpose of this Declaration to provide a means for maintaining and controlling such development so that the design and integrity and amiable environment of Paradise Pines will be maintained. It is assumed that the users of sites in the areas subject to this Declaration will be motivated to preserve these qualities through mutual cooperation and by enforcing not only the letter but the spirit of this Declaration.

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article I shall, for all purposes of this Declaration, have the meanings herein specified.

ARCHITECT. The term "Architect" shall mean a person holding a certificate to practice architecture in the State of California under authority of Division 3, Chapter 3 of the Business and Professions Code of the State of California.



BENEFICIARY. The term "Beneficiary" shall mean a mortgagee under a mortgage as well as a beneficiary under a deed of trust.

DECLARATION. The term "Declaration" shall mean the Skyway Plaza Restrictions.

DEED OF TRUST. The term "Deed of Trust" or "Trust Deed" shall mean a mortgage as well as a deed of trust.

FILE. The term "File" shall mean, with reference to any subdivision map, the filing of said map in the Office of the Recorder of the County of Butte, State of California.

GRANTOR. The term "Grantor" shall mean Larwin Developments, Inc. including its successors and assigns.

IMPROVEMENTS. The term "Improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, loading areas and all other structures or landscaping improvements of every type and kind.

MORTGAGEE. The term "Mortgagee" shall mean a beneficiary under, or a holder of, a deed of trust as well as a mortgagee.

RECORD; RECORDED. The term "Record" shall mean, with respect to any document, the recording of said document in the Office of the County Recorder of the County of Butte, State of California.

SITE. The term "Site" shall mean all contiguous land under one ownership.

SKYWAY PLAZA. The Term "Skyway Plaza" shall mean all of the real property now or hereafter made subject to this Declaration.

SKYWAY PLAZA RESTRICTIONS. The term "Skyway Plaza Restrictions" shall mean the covenants, conditions and restrictions set forth in this Declaration, as it may from time to time be amended or supplemented.

## ARTICLE 2

### PROPERTY SUBJECT TO THE PARADISE PINES COMMERCIAL AREAS RESTRICTIONS

#### SECTION 2.1 GENERAL DECLARATION

Grantor hereby declares that all of the real property located in the County of Butte, State of California, described in Exhibit "A", which is attached hereto and incorporated herein by this reference, is and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to the Skyway Plaza Restrictions, meaning the covenants, conditions and restrictions set forth in this Declaration. All of said restrictions are declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of said real property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. All of the Skyway Plaza Restrictions

shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Grantor and all owners, lessees, licensees, occupants, and their successors in interest as set forth in this Declaration.

### ARTICLE 3

#### REGULATIONS OF IMPROVEMENTS

##### SECTION 3.1 APPROVAL OF PLANS

A. APPROVAL REQUIRED: No improvement shall be erected, placed, altered, maintained or permitted to remain on any land subject to this Declaration until plans and specifications showing the plot layout and all exterior elevations with materials and colors therefor and structural designs, signs and landscaping shall have been submitted to and approved in writing by Grantor. Such plans and specifications shall be submitted in writing in duplicate over the authorized signature of the owner, lessee, licensee or other occupant of the site or his authorized agent. Nothing herein contained shall require submission to or approval by Grantor of plans and specifications relating to normal maintenance or alterations to the interior of any existing structures.

B. BASIS FOR APPROVAL: Approval shall be based, among other things, on adequacy of site dimensions, adequacy of structural design conformity and harmony of external design with neighboring structures, color scheme, finish, style of architecture, height, appearance, effect of location and use of proposed improvements on neighboring sites, the nature of improvements on neighboring sites and the types of operations and uses thereon, relation of topography, grade and finish ground elevation of the site being improved to that of neighboring sites, proper facing of main elevation with respect to nearby streets and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration.

C. RESULT OF INACTION: If Grantor fails either to approve or disapprove such plans and specifications within Forty-five (45) days after the same have been submitted to it, it shall be conclusively presumed that Grantor has approved said plans and specifications; provided, however, that if within said Forty-five (45) day period, Grantor gives written notice of the fact that more time is required for the approval of such plans and specifications, there shall be no presumption that the same are approved until the expiration of Ninety (90) days after submission of plans. A new time period shall apply to each re-submission of plans.

D. PROCEEDING WITH WORK: Upon receipt of approval from Grantor pursuant to this section, the owner or lessee to whom the same is given shall, as soon as practicable, diligently proceed with the commencement and completion of all approved construction and alterations. In all cases, work shall be commenced within One (1) year from the date of such approval. If there is a failure to comply with this paragraph, then the approval given pursuant to this section shall be deemed revoked unless Grantor upon request made prior to the expiration of said One (1) year period extends the time for commencing work.

E. COMPLETION OF WORK: In any event, completion, reconstruction, or alteration of any such improvement shall be within Two (2) years after the commencement thereof except for so long as such completion is rendered impossible or delayed as a result of Great Warship due to strikes, fires, national emergencies, natural calamities or other

supervening forces beyond the control forces of the owner, lessee licensee or occupant or his agent. Failure to comply with this paragraph shall constitute a breach of the Paradise Pines Commercial Areas Restrictions and subject the defaulting party or parties to all enforcement procedures set forth in this Declaration and any other remedies provided by law or in equity.

F. LANDSCAPING: All landscaping shall be in accordance with plans and specifications submitted to and approved by Grantor pursuant to Section 3.1 above. The plans shall be the same scale as the site plan and shall show the size and type of all materials to be used. All drawings shall be of sufficient detail to enable Grantor to make a judgment as to their satisfaction of the criteria as set forth in Section B of this Article. Landscaping as approved by Grantor shall be installed within Ninety (90) days of occupancy or completion of the building, whichever occurs first, unless Grantor approves in writing another completion date.

G. ESTOPPEL CERTIFICATE: Within Thirty (30) days after written demand is delivered to Grantor and upon payment of a reasonable fee (not to exceed Fifty Dollars (\$50.00)) established by Grantor, there shall be recorded an estoppel certificate executed by Grantor and certifying that as of the date thereof either (a) all improvements made or other work done on or within a site complies with the Skyway Plaza Restrictions or (b) such improvements or work do not so comply in which event the certificate shall identify the non-complying improvements or work and set forth with particularity the cause or causes for such non-compliance. Any lessee, purchaser or encumbrancer in good faith for value shall be entitled to rely on said certificate with respect to the matter set forth therein, such matters being conclusive as between Grantor and all such subsequent parties in interest.

H. LIABILITY: Grantor shall not be liable for any damage, loss or prejudice offered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (c) the development of any property within the Skyway Plaza Areas; or (d) the execution and filing of an estoppel certificate pursuant to the preceding paragraph whether or not the facts therein are correct; provided, however, that Grantor has acted in good faith on the basis of actual knowledge possessed by it.

#### SECTION 3.2 LIMITATIONS ON IMPROVEMENTS

A. SET BACK LINES: No structure of any kind, nor part thereof, shall be placed within the set back area (cross-hatched) lying between the street property line and the set back line as shown on the map attached as Exhibit "g".

B. EXCEPTIONS TO SETBACK REQUIREMENTS: The following structures and improvements are specifically excluded from the foregoing setback requirements:

1. Roof overhang, subject to the specific approval of Grantor in writing.
2. Steps and walks.
3. Paving and associated curbing.
4. Fences, except that no fence shall be placed within the setback area unless specific approval is given by Grantor in writing.
5. Landscaping.
6. Planters, not to exceed Three (3) feet in height.
7. Displays identifying the owner, lessee or occupant, subject to the specific approval of Grantor in writing.
8. Lighting facilities, subject to the specific approval of Grantor in writing.
9. Gas and service stations including all pertinent uses, subject to the specific approval of Grantor in writing.

C. SIGNS: No sign, lettering, placard, flag, banner, lighting fixture, shade, awning, painting, loudspeaker, amplifier, searchlight, antenna or other device or equipment similar to the foregoing or any other advertising or decoration of any sort shall be erected or installed on or in doors, windows, or any other part of the premises where visible, audible or otherwise able to be experienced from off of the premises, without Grantor's prior written consent, which consent may be withheld if in Grantor's sole opinion, the requested item is not compatible with the architectural treatment and general character of the premises and the surrounding area. Grantor agrees not to unreasonably withhold its consent to the erection and use of a sign which identifies only the name and business of the person or firm occupying the premises and a sign offering the premises for sale or lease, provided the size, color, style and components and location of any such sign or other advertising media or device is approved by Grantor in writing prior to its installation and use. No sign shall be maintained on the roof of any structure.

D. PARKING AREAS:

1. Adequate off-street parking shall be provided to accommodate all parking needs for employees, visitors and company vehicles on the site. If parking requirements increase as a result of a change in use or number of employees, additional off-street parking shall be provided to satisfy the intent of this section.
2. The above parking requirements may be decreased by Grantor as to any particular site.

E. LOADING AND STORAGE AREAS:

1. Unless specifically approved by Grantor in writing, no materials, refuse, supplies or equipment shall be stored in any area on a site except inside a closed building, or behind a visual barrier screening such areas so that they are not visible from the neighboring properties on public streets.
2. Loading areas shall not encroach into setback areas unless specifically approved by Grantor in writing.
3. Loading docks shall be set back and screened to minimize the effect of their appearance from the street and from neighboring properties.

## ARTICLE 4

REGULATION OF OPERATIONS AND USESSECTION 4.1 PERMITTED USES

- A. The property subject of this Declaration shall be used solely for:
1. Retail selling or leasing of goods, services or food from retail stores and shops provided that the business does not involve any kind of manufacture, processing or treatment of products other than that which is clearly incidental to the retail business;
  2. Financial institutions;
  3. Private clubs and lodges;
  4. Business offices;
  5. Professional offices;
  6. Medical laboratories;
  7. Theatres and amusement center, provided that all activities are conducted indoors;

8. Cocktail lounge and bar;
9. Service and Gas Stations.

provided, however, that no outdoor storage of goods or equipment shall be allowed without Grantor's written approval, all lighting shall be shielded and confined within property lines; no activity shall be conducted which causes or produces the escape to adjacent suites, within or without the property subject of this Declaration, of objectionable matter, such as, but not limited to, vibrations, sounds, dust or odors; and the above permitted uses must satisfy the requirements of the following provisions of this Article 4 and not be prohibited by any such provision.

SECTION 4.2 RESTRICTIONS AND PROHIBITED USES

A. PROHIBITED USES: The following operations and uses shall not be permitted on any property subject to these restrictions:

1. Manufacturing;
2. Residential;

- 3. Industrial;
- 4. Trailer Courts;
- 5. Garages for the storage or major repair of motor vehicles;
- 6. Labor camps;
- 7. Junk or auto storage yards;
- 8. New or used automobile or truck sales or leasing;
- 9. Public parking lots except lots incidental to another business;
- 10. Dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals or refuse;
- 11. Carnivals, fairs, rodeos and the like, except with the written approval of Grantor;
- 12. Equipment rental yards;
- 13. Stockyard or slaughter of animals;
- 14. Hospitals or clinics for animals, except with the written approval of Grantor;
- 15. Refining of petroleum or of its products;
- 16. Cemeteries;
- 17. Jail or honor farms;
- 18. Agricultural uses including animal husbandry.

B. NUISANCES: No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any site, and no unreasonable odors shall be permitted to arise therefrom so as to render any site or portion thereof unsanitary, unsightly, offensive or detrimental to any of the property in the vicinity thereof or to the occupants thereof. No nuisance shall be permitted to exist or operate upon any site so as to be offensive or detrimental to any property in the vicinity thereof or to its occupants.

C. REPAIR OF BUILDINGS: No building or structure upon any site shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished, in the event of damage or destruction to any such building or structure, such building or structure may be repaired or reconstructed in accordance with previously approved plans and specifications therefor without resubmission of such plans and specifications to Grantor for its approval.

D. RIGHT OF ENTRY: During reasonable hours, Grantor, or its authorized representative, shall have the right to enter upon and inspect any building, site or parcel and the improvements thereon embraced for the purpose of ascertaining whether or not the provisions of the Paradise Mines Commercial Areas Restrictions have been or are being complied with and shall not be deemed guilty of trespass by reason of such entry.



SECTION 4.3 MAINTENANCE OF LANDSCAPE.

Each owner shall keep all shrubs, trees, hedges, grass and landscaping of every kind on his lot and all landscaped areas between lot lines and adjacent sidewalks and/or street curb, neatly trimmed and properly cultivated. Prior to building, the property shall be kept free of trash, weeds, and other unsightly material.

ARTICLE 5DURATION, MODIFICATION AND REPEALSECTION 5.1 DURATION OF RESTRICTIONS

The Skyway Plaza Restrictions shall continue and remain in full force and effect at all times with respect to all property, and each part thereof, now or hereinafter made for an initial period of Thirty (30) years from the date of recordation, and shall be automatically continued without any further notice for an additional successive Ten (10) years, unless within One (1) year prior to the expiration of the initial or any additional period, Seventy-five Per Cent (75%) of the Owners of the property subject to these restrictions, execute and record an instrument directing the termination of these restrictions.

SECTION 5.2 MODIFICATION

This Declaration, or any provision thereof, or any covenant, condition or restriction contained herein, may be modified, or amended, as to the whole of said property, with the written consent of the owners of Seventy-five Per Cent (51%) of the property subject to these restrictions. No modification, or amendment shall be effective until a proper instrument in writing has been executed, acknowledged and recorded.

ARTICLE 6ENFORCEMENTSECTION 6.1 ABATEMENT AND SUIT

Violation or breach of any restriction herein contained shall, should such violation or breach continue for a period of Twenty (20) days after written notice thereof, give to Grantor and every owner of property subject to these restrictions the right to enter upon the property upon or as to which said violation or breach exists and to summarily abate and remove at the expense of the owner, lessee or occupant thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

SECTION 6.2 DEEMED TO CONSTITUTE A NUISANCE

The result of every action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or

equity against an owner, either public or private, shall be applicable against every such result and may be exercised by Grantor or by any owner or lessee of property subject to these restrictions.

#### SECTION 6.3 ATTORNEY'S FEES

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties, in such amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

#### SECTION 6.4 FAILURE TO ENFORCE, NOT A WAIVER OF RIGHTS

The failure of Grantor or any property owner to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction.

### ARTICLE 7

#### MISCELLANEOUS PROVISIONS

##### SECTION 7.1 ASSIGNMENT OF RIGHTS AND DUTIES

Any and all of the rights, powers and reservations of Grantor herein contained may be assigned to any morally and financially responsible person, corporation or association which will assume the duties of Grantor pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Grantor herein. The term Grantor as used herein includes all such assignees and their heirs, successors and assigns. If at any time Grantor ceases to exist and has not made such an assignment, a successor Grantor may be appointed in the same manner as this Declaration may be terminated, extended, modified or amended under Section 5.2 of Article 5.

SECTION 7.2 CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person or other entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the property made subject to this Declaration is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in said property.

SECTION 7.3 MUTUALITY, RECIPROCITY: RUNS WITH LAND

All covenants, conditions, restrictions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the property now or hereafter made subject to this Declaration; shall create mutual, equitable servitudes upon each parcel in favor of every other parcel; shall create reciprocal rights and obligations between the respective owners of all parcels and privity of contract and estate between all grantees of said parcels, their heirs, successors and assigns, and shall, as to the owner of each parcel, his heirs, successors, and assigns, operate as covenants running with the land, for the benefit of all other parcels.

SECTION 7.4 RIGHTS OF MORTGAGEES

All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon land subject to these restrictions, and none of said restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of said property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale and his successors and assigns, shall hold any and all property so purchased subject to all of the restrictions and other provisions of this Declaration.

SECTION 7.5 PARAGRAPH HEADINGS

Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

SECTION 7.6 EFFECT OF INVALIDATION

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

SECTION 7.7 DEVELOPER'S EXEMPTION

Nothing contained in these restrictions shall be construed to prevent the creation or maintenance by the Grantor, or its duly authorized agents, of structures or signs necessary or convenient to the development, sale, operation or other disposition of any property subject to these restrictions.