

**The following notice is pursuant to California Government Code
Section 12956.1(b)(1))**

Notice

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, 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 by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. 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.

Restrictive Covenant Modification

Under current state law, including AB1466 effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 allows a person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language stricken. Unlawful restrictions include those restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955 subdivision (p), ancestry, or genetic information.

To Record a Restrictive Covenant Modification, you must:

- Complete a Restrictive Covenant Modification Form; this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language stricken.
- Submit the completed document to the County Recorder.

This document requires the following:

1. Name(s) of current owner(s)
2. Identification of document page number and language in violation
3. Recording reference of document with unlawful restrictive covenant
4. Copy of referenced document attached complete with unlawful restrictive language stricken out
5. Signature(s) of owner(s)
6. Signature(s) acknowledged
7. Approval by County Counsel provided to County Recorder

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

Recording Requested By

When recorded mail document to

Above Space for Recorder's Use Only

RESTRICTIVE COVENANT MODIFICATION

I (We) _____ have an ownership interest of record in the property located at _____ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive

covenant as shown on page(s) _____ of the document recorded on _____ (date)

In book _____ and page _____, or Document No. _____ of the Official records of the County of _____, State of California.

The document referenced above was originally indexed in the following manner _____ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated _____



Printed Name(s)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/their/her authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

1048750 TP

RECORDING REQUESTED BY:

2001-00027191
Recorded By:
CTC

4Q RecFee 48.00
SurMon
NoPCOR
IncFee
DTTax
Check \$ 48.00
OvrSht

AND WHEN RECORDED SEND TO:

Official Records
County of Solano
Robert Blechschmidt
Assessor/Recorder

McCUTCHEM, DOYLE, BROWN & ENERSEN,
1333 North California Boulevard, Suite 210
Post Office Box V
Walnut Creek, California 94596
Attention: Lisa Weil

14:41 23-MAR-01 AR21 10 Pgs

FIRST AMENDMENT TO

DECLARATION OF DEVELOPMENT COVENANTS, CONDITIONS AND RESTRICTIONS

DocuSigned by:

Julie A. Broussard

C708D953B9ED43E...

12/29/2023 | 5:38 AM PST

CONSENT AND SUBORDINATION

This FIRST AMENDMENT TO DECLARATION OF DEVELOPMENT COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made by Woodlake, L.P., a Delaware limited partnership ("Owner") and Lewis Investment Company, LLC, a California limited liability company ("Lewis") as of Feb. 26, 2001 in reference to the following facts:

A. On June 22, 2000, Lewis recorded that certain Declaration of Development Covenants, Conditions and Restrictions as Document No. 2000-00050405 in the Official Records of Solano County (the "Declaration"). Unless otherwise defined herein, capitalized terms used in this Amendment shall have the same meaning as in the Declaration.

B. Lewis has a legal or equitable interest in certain real property located in the City of Fairfield, State of California (the "Benefited Property"), as described in Exhibit A-1 to the Declaration, which, together with certain real property adjacent to the Benefited Property and owned by Owner (the "Covered Property"), as described in Exhibit B to the Declaration, are part of Lewis' master plan of development for certain portions of the Tooby Ranch (the "Master Plan").

C. In accordance with Section 12 of the Declaration, Owner and Lewis desire to amend the Declaration regarding the timing of conveyance of the Common Area to a homeowners association.

NOW, THEREFORE, Seller and Buyer agree as follows:

1. Section 3 of the Declaration is deleted and the following is added as a new Section 3:
3. Maintenance of Perimeter Improvements, Project Entries, and Lake Improvements. After Close of Escrow, Owner, or its successors and assigns, shall to the extent not maintained by a City landscape and lighting district or other public agency (collectively, a "LLD"), maintain, or cause a homeowner's association formed in accordance with Civil Code

Section 1351, *et. seq.* ("Association") to maintain, (i) all perimeter walls, sidewalks, landscaping, and all related irrigation, drainage, and electrical systems installed or to be installed by Owner along the perimeter of the Project as identified in the CDP (the "Perimeter Improvements"), (ii) the Project entry monumentation ("Project Entries") as identified in the CDP, and (iii) the Lake (and related wetlands improvements) in accordance with the Wetlands Permits and Mitigation Plan (as defined in the Purchase Agreement) (collectively, the "Common Areas"), all in good condition and repair. To the extent the Common Areas will be maintained by the Association, Owner shall convey the completed Common Areas to the Association in accordance with Owner's development schedule free of all monetary encumbrances (other than taxes and assessments not then delinquent). The Association shall be formed by Owner in accordance with Civil Code Section 1351 *et. seq.* within thirty (30) days after completion of the Common Areas and no later than the time of conveyance of the first Project Unit. The covenants, conditions, and restrictions for the Association (the "HOA CC&Rs") shall be prepared by Owner and approved by Lewis a minimum of thirty (30) days prior to close of escrow for the sale of the first Project Unit provided Lewis' approval shall not be unreasonably withheld and shall be deemed given if written notice of disapproval is not delivered to Owner within five (5) business days after Lewis' receipt of the HOA CC&Rs. Owner shall maintain the Common Areas, as provided above, until the Common Areas are conveyed to the Association or under the jurisdiction of the LLD. After the Common Areas (or portions thereof) are conveyed to the Association, the Association shall maintain such Common Areas (or portions thereof) in perpetuity. Owner's failure to form the Association and to convey the Common Areas (or portions thereof) to the Association as herein required shall be a default under the terms and conditions of this Declaration. If the Association fails to maintain the Common Areas (or portions thereof) as required by this Declaration, Lewis shall have the right, but not the obligation, after thirty (30) days prior written notice to Association, to enter the Covered Property and perform such work and the cost of such work, plus a liquidated penalty of fifteen percent (15%) shall be due and payable by Association to Lewis upon written demand. Notwithstanding conveyance of the Common Areas to the Association, Owner shall continue to be responsible for maintaining such facilities until the last Project Unit on the Covered Property has been conveyed to the general public. Lewis may assign Lewis' rights under this Section 3 to any other owner of the Benefited Property, or any portion thereof. The terms and conditions of this Section 3 shall survive any termination of this Declaration. Lewis reserves the right and easement, until the last Project Unit is conveyed to the general public, in, over, and under the Covered Property, for the benefit of Lewis and its respective successors and assigns, without any obligation or duty to do so, to install, maintain, repair, replace and/or remove any Common Area Improvements. Owner shall not take or permit others to take any action that would damage the Common Area Improvements during the term of this easement and shall not modify, damage, remove, relocate or otherwise tamper materially with the Common Area Improvements during the aforementioned easement term, without the written consent of Lewis.

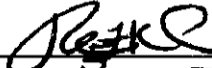
2. **No Other Changes.** Except as modified hereby, the terms and conditions of the Declaration shall continue in full force and effect.

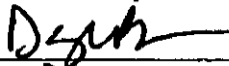
3. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original document, and counterpart signature pages may be assembled to form a single original document.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.

OWNER: WOODLAKE, L.P., a Delaware partnership

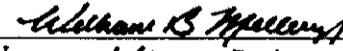
By: WILLIAM LYON HOMES, INC.
a California corporation, its General Partner

By: 
Name: ROBERT E. NOBEL
Its: VICE PRESIDENT

By: 
Name: DOUGLAS F. BAMEN
Its: VICE PRESIDENT

Dated: 2-27-01

LEWIS: LEWIS INVESTMENT COMPANY, LLC,
a California limited liability company

By: 
Name: William B. McAllister
Its: Authorized Agent

Dated: 2-26-01

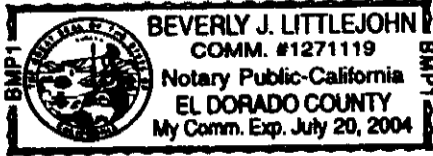
OFFICIAL CALIFORNIA NOTARIAL CERTIFICATE

State of California
County of SACRAMENTO

Title of Document 1st Amendment to Declaration of Development Covenants Conditions and Restrictions

On Feb. 26, 2001, before me, Beverly J. Littlejohn personally appeared William D. Mollerup 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 persons(s) acted, executed the instrument.

WITNESS my hand and seal.



[Signature]
SIGNATURE OF NOTARY

State of California
County of _____

Title of Document _____

Subscribed and sworn to before me on _____, by _____
WITNESS my hand and seal.

SIGNATURE OF NOTARY

State of California
County of _____

Title of Document _____

On _____, before me, the undersigned, a Notary Public for the state of California, personally appeared _____, a subscribing witness, personally known to me -OR- proved to me on the oath of _____, a credible witness, who is personally known to me, who being duly sworn deposed and said that he/she personally knows the subscribing witness and does not have beneficial or financial interest in the instrument. The subscribing witness whose name is subscribed to the within instrument, as a witness thereto, who, being duly sworn, deposes and says that he/she personally knows the principal and was present and saw _____, the same person(s) described in and whose name(s) is/are subscribed to the within and annexed instrument in his/her/their capacity(ies), as a party(ies) thereto, execute or acknowledge executing the instrument, and that said subscribing witness subscribed his/her name to the within instrument as a witness at the request of _____ and principal requested subscribing witness to take and have the instrument notarized.

WITNESS my hand and seal

SIGNATURE OF NOTARY

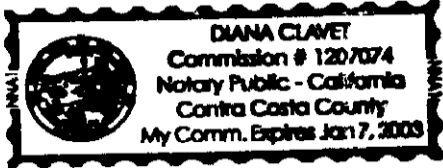
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of CONTRA COSTA } ss.

On FEB. 27, 2001, before me, DIANA CLAVET, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared ROBERT F. KNobel and DOUGLAS F. BAUER
Name(s) of Signer(s)

personally known to me
 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.
DIANA CLAVET
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

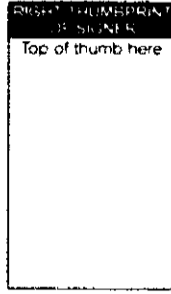
Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____
Individual
Corporate Officer -- Title(s): _____
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other: _____



Signer Is Representing: _____

CONSENT AND SUBORDINATION

The undersigned, Lender is the beneficiary under that certain Deed of Trust ("Deed of Trust"), executed by Woodlake, L.P., a Delaware Limited Partnership, recorded on June 22, 2000, series no. 2000-00050406, Solano County Records. Lender consents to the execution and recordation of the "First Amendment to Declaration of Development Covenants, Conditions and Restrictions" for Horseshoe Lake Estates, Units 1, 2, 3 & 4, recorded concurrently herewith ("Declaration") and does hereby subordinate the lien of the Deed of Trust to the Declaration to the same extent and with the same force and effect as if the Declaration had been executed and recorded prior to the execution and recordation of the Deed of Trust.

Executed this 2 day of March, 2001.

COMERICA BANK-CALIFORNIA,
A California Banking Corporation

By: Don Bruner
Don Bruner, Vice President

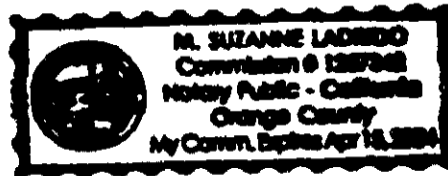
STATE OF CALIFORNIA
COUNTY OF ORANGE

On MARCH 2 2001 before me, M. SUZANNE LADRIDO
Personally appeared DON BRUNER

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 [Signature]



Government Code 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:


Name of Notary M. SUZANNE ~~ORRIS~~ CADRINO

Commission Number 1257342

Place of Execution ORANGE CO.

Date Commission Expires 4-15-04

Date: 3-23-01


Signature

CHICAGO TITLE
Firm Name (if any)

s:\recorder\forms\notary seal

EXHIBIT "A-1"
TO
DECLARATION OF DEVELOPMENT, COVENANTS, CONDITIONS,
AND RESTRICTIONS

DESCRIPTION OF BENEFITTED PROPERTY

Parcel A

All that real property situate in the City of Fairfield, County of Solano, being a portion of the land described in Deed to Tooby, filed for record in Book 1974 of Official Records at Page 59471, in the Office of the Solano County Recorder and a portion of Lot 106 as shown on that certain Map entitled: "Paradise Valley North, Unit No. 2", filed for record September 27, 1990 in Book 59 of Maps, at Page 62, in said Recorder's Office, being more particularly described as follows:

Beginning at the Southeast corner of said Lot 106, said point of beginning being further described as a point on the Northerly line of Foothill Parkway as shown on said Map; thence Easterly along the Easterly projection of the North line of said Foothill Parkway, North 89° 10' 36" East, 295.32 feet; thence leaving said Easterly projection North 0° 51' 58" West, 399.97 feet; thence North 44° 21' 25" West, 43.81 feet to the beginning of a tangent curve concave Southerly having a radius of 469.00 feet; thence Westerly along the arc of said curve, 459.40 feet through a central angle of 56° 07' 23" to the beginning of a reverse curve having a radius of 500.00 feet; thence Westerly along the arc of said reverse curve 137.00 feet through a central angle of 15° 41' 55"; thence North 84° 46' 53" West, 75.11 feet to the beginning of a tangent curve concave Southerly having a radius of 20.00 feet; thence Westerly along the arc of said curve 22.29 feet through a central angle of 63° 50' 39" to a point on the Easterly line of Paradise Valley Road as shown on said Map, said Easterly line also being the Westerly line of said Lot 106; thence along the Westerly and Northerly lines of said Lot 106 the following courses and distances: thence North 31° 22' 28" East, 16.58 feet to the beginning of a tangent curve concave Westerly having a radius of 861.00 feet; thence Northerly along the arc of said curve 108.94 feet through a central angle of 7° 14' 39"; thence North 65° 32' 22" East, 561.08 feet; thence South 88° 56' 22" East, 145.58 feet; thence North 45° 41' 13" East, 212.67 feet; thence North 46° 38' 53" East, 60.01 feet; thence North 35° 55' 58" East, 152.44 feet; thence, leaving said Northerly line of said Lot 106, along the West line of said lands of Tooby, said West line being further described as the East line of Lots 25 through 37 as shown on said Map, North 0° 55' 22" West, 160.00 feet; thence North 1° 29' 22" West, 596.00 feet; thence North 0° 52' 22" West, 120.00 feet to the Northeast corner of said Lot 37; thence leaving said West line of Tooby, North 89° 07' 38" East, 40.00 feet; thence Southerly, lying 40 feet Easterly of and parallel with said West line of Tooby, South 0° 52' 22" East, 119.79 feet; thence South 1° 29' 22" East, 364.88 feet; thence leaving said parallel, North 72° 24' 17" East, 329.10 feet to a point on the City of Fairfield City Limit as shown on the Map entitled: "5th Annexation District of 1992 - Paradise Valley/Cement Hill Ranch" on file in the Office of the Solano County Assessor, said point being further described as a point on a non-tangent curve concave Northerly having a radius of 250.00 feet, from which point the radius bears North 64° 51' 04" East; thence Southerly and Easterly along said City Limits line, and the arc of said curve 431.42 feet, through a central angle of 98° 52' 29"; thence continuing along said City Limit line the following courses and distances: North 55° 58' 35" East, 380.00 feet; thence South 34° 01' 25" East, 580.00 feet; thence South 5° 58' 35" West, 225.00 feet to the beginning of a tangent curve concave Northerly having a radius of 250.00 feet; thence Southeasterly along the arc of said curve, 702.50 feet through a central angle of 161° 00' 00"; thence South 65° 01' 25" East, 300.00 feet; thence South 56° 01' 25" East, 131.20 feet; thence, leaving said City Limit line, South 30° 58' 35" West, 146.78 feet; thence South 82° 44' 42" West, 262.86 feet; thence South 7° 15' 18" East, 122.50 feet; thence South 01° 41' 58" West, 50.62 feet; thence south 07° 15' 18" East, 70.00 feet; thence south 21° 00' 51" East, 62.50 feet; thence south 56° 16' 19" West, 115.00 feet to a point on a non-tangent curve concave Northeasterly having a radius of 775.00 feet, from which point the radius bears North 66° 16' 19" East; thence Southerly along the arc of said curve 138.19 feet through a central angle of 10° 12' 59"; thence

South 33° 56' 40" East, 200.19 feet; thence North 45° 25' 49" East, 25.44 feet; thence South 33° 56' 40" East, 68.85 feet to the beginning of a tangent curve concave Southwesterly having a radius of 650.00 feet; thence along the arc of said curve, 184.33 feet through a central angle of 16° 14' 53"; thence South 17° 41' 47" East, 439.94 feet to the beginning of a tangent curve concave Westerly having a radius of 600.00 feet; thence Southerly along the arc of said curve, 264.19 feet through a central angle of 23° 17' 17"; thence South 81° 27' 25" East, 732.91 feet to the beginning of a tangent curve concave Southwesterly having a radius of 700.00 feet; thence Southeasterly along the arc of said curve 1069.58 feet through a central angle of 87° 32' 47" to a point on the Northerly line of the Putah South Canal as described in Deed filed for record in Book 1068 of Official Records, at Page 582 in said Recorder's Office; thence Westerly along said Northerly line the following courses and distances: North 80° 45' 25" West, 157.05 feet; North 45° 54' 25" West, 319.30 feet; thence North 85° 10' 25" West, 614.60 feet; thence North 25° 30' 25" West, 287.10 feet; thence North 47° 20' 25" West, 207.40 feet; thence North 72° 30' 25" West, 308.60 feet; thence North 87° 25' 25" West, 548.80 feet; thence North 45° 35' 25" West, 793.60 feet; thence North 77° 00' 25" West, 609.60 feet; thence North 53° 50' 25" West, 581.30 feet; thence North 85° 17' 25" West, 389.51 feet to a point from which the point of beginning bears North 1° 42' 27" West; thence North 1° 42' 27" West, 163.39 feet to the point of beginning.

Parcel B

Parcels 2, 3, and 4 of Parcel Map entitled "Parcel Map of Land of the Estate of Arthur H. Tooby" filed for record in the Office of the County Recorder of Solano County, California on January 19, 2000 in Book 41 of Parcel Maps, at Page 65.

EXHIBIT "B"
TO -
DECLARATION OF DEVELOPMENT, COVENANTS, CONDITIONS,
AND RESTRICTIONS

DESCRIPTION OF COVERED PROPERTY

Parcel 1, as shown on that certain Map entitled: "Parcel Map of Land of the Estate of Arthur H. Tooby", filed for record in the Office of the County Recorder of Solano County, California on January 19, 2000 in Book 41 of Parcel Maps at Page 85.

Excepting therefrom Parcel X, as shown upon that certain Map entitled: "Parcel Map of Land of the Estate of Arthur H. Tooby", filed for record in the Office of the County Recorder of Solano County, California on January 19, 2000 in Book 41 of Parcel Maps, at Page 85.

**END OF
DOCUMENT**