

**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/her/their 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 _____

1046980 TP


RECORDING REQUESTED BY:
CHICAGO TITLE CO. - FAIRFIELD

AND WHEN RECORDED SEND TO:

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

2001-00084148	Recorded By:	41 RecFee	31.00
	CHICAGO	SurMon	
	Official Records	NoPCOR	
	County of Solano	IncFee	
	Robert Blechschmidt	DTTax	
	Assessor/Recorder	Check \$	31.00
		OvrSht	

15:05 30-JUL-01 AR29 9 Pgs

DocuSigned by:

 Julie A. Broussard
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 12/29/2023 | 5:38 AM PST

**DECLARATION OF
WETLANDS AREA RESTRICTIONS
(WOODLAKE PROJECT)**

THIS DECLARATION OF RESTRICTIONS ("Declaration") is made as of July 24, 2001 by WOODLAKE LP, a ^{Delaware}~~California~~ limited partnership ("Declarant").

WHEREAS, Declarant is the owner of that certain real property shown as the "Lake" on Exhibit "A" attached hereto and incorporated herein by this reference and the owner of that real property adjacent to the Lake shown on Exhibit "A" as the "Wetlands Areas" located in the City of Fairfield, California. The legal description for the real property comprising the Lake and Wetlands Areas is collectively described in Exhibit "B" attached hereto and incorporated by reference; and

WHEREAS, Declarant intends to maintain the Lake and Wetlands Areas as a wetland mitigation area, to be so held in perpetuity subject to the restrictions set forth herein and in accordance with the provisions of the Federal Clean Water Act Section 404 Permit, Regulatory Branch North Section, File No. 234350N, and any amendments or modifications thereto (hereinafter the "Permit"), issued to Declarant by the U.S. Army Corps of Engineers; and

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WHEREAS, this Declaration is intended to implement the provisions of the Permit requiring a binding equitable servitude restricting the uses of the Lake and Wetlands Areas, but shall not be construed to impose restrictions on the Lake and Wetlands Areas beyond those in the Permit or otherwise described herein; and

WHEREAS, this Declaration will assist in preserving and maintaining important wetlands and wildlife habitat in the Lake and Wetlands Areas; and

WHEREAS, the Lake and Wetlands Areas contain important wetlands areas, as identified on the map attached hereto as Exhibit A and incorporated by reference;

NOW, THEREFORE, Declarant declares as follows:

1. **Equitable Servitude Protecting The Lake and Wetlands Areas.** In consideration of the foregoing benefits and the benefits obtained by the Declarant from the Permit, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Declarant does hereby covenant and agree to restrict, and does by this instrument so intend to restrict, the future use of the Lake and Wetlands Areas as set forth below, by the establishment of this Declaration of Restrictions which shall be an equitable servitude to protect the Lake and Wetlands Areas in perpetuity as and to the extent required by the Permit.
2. **Restrictions Concerning the Lake and Wetlands Areas.** Except as provided in Section 3 below, Declarant hereby established the following restrictions and prohibitions on the use of the Lake and Wetlands Areas:
 - a. There shall be no plowing or cultivation of crops within the Lake and Wetlands Areas, and no destruction, alteration or removal of native vegetation within the Lake and Wetlands Areas, or any portion of such area, except for mowing as allowed by an Operation and Management Plan approved by the U.S. Army Corps of Engineers ("Corps"), or such other governmental agency authorized by the Corps to enforce this Declaration ("Agency").

- b. No Materials or debris, except those materials which are the customary result of mowing and maintenance activities shall be stored or placed (whether temporarily or permanently) within the Lake and Wetlands Areas.
- c. No discharge of any dredged or fill material (except those dredge or fill materials which result from the routine mowing and maintenance activities, as well as those dredge or fill materials which result from emergency response situations such as, but not limited to, fires and floods) shall be done or permitted within the Lake and Wetlands Areas, except as are consistent with the Permit or any future permits issued for such activities.
- d. There shall be no alteration of the topography of the Lake and Wetlands Areas, except for initial grading as allowed by the Permit.
- e. There shall be no entry upon the surface of the Lake and Wetlands Areas for the purpose of oil, gas and mineral exploration, development and extraction activities; however, there shall be no prohibition on subsurface oil, gas, and mineral exploration, development and extraction activities conducted below five hundred (500) feet from the surface of the Lake and Wetlands Areas.
- f. There shall be no intentional burning of rubbish, garbage or any other wastes within the Lake and Wetlands Areas.
- g. There shall be no building or any new roads or trails in the Lake and Wetlands Areas.
- h. There shall be no use of pesticides, fungicides, insecticides and any other chemical agents used to kill or suppress plants, animals or fungi in the Wetlands Areas, except with the prior approval of the Corps or Agency.
- i. There shall be no construction (including but not limited to firebreaks, roads, emergency access roads, foot trails and bike trails) inside the Lake and Wetlands Areas, except the fence and emergency access roads shown on

Exhibit A attached hereto, or as otherwise allowed by the Permit or any future permit.

- j. No motorized vehicles shall be ridden, brought, used or permitted on any portion of the Lake and Wetlands Areas, unless for the purpose of mowing and other maintenance activities or in case of fire or flood emergencies.
- k. The Wetlands Area shall be held and maintained as a wetlands compensation area, except as allowed by the Permit or as may be approved by the Corps or Agency.

3. **Declarant's Reserved Rights.** Declarant reserves to itself, and to its representatives, heirs, successors, assigns, transferees, agents and lessees, all rights inuring from ownership of the Lake and Wetlands Areas not otherwise restricted or prohibited by virtue of this Declaration, including but not limited to the right to engage in or permit others to engage in all uses of the Lake and Wetlands Areas that are not expressly prohibited by this Declaration, and are not inconsistent with the purposes of this Declaration. Additionally, Declarant at all times continues to retain legal title to all forms of water and mineral rights it possesses in connection with the lands constituting the Lake and Wetlands Areas, but, as otherwise provided herein, Declaration agrees to use or enforce such rights consistent with this Declaration.

4. **No Right of Public Use; Not An Offer To Dedicate.** The provisions of this Declaration do not constitute an offer for public use and do not dedicate the Lake and Wetlands Areas for public use. This Declaration does not constitute an irrevocable offer to dedicate and shall not be so constructed or interpreted. However, this Declaration shall not restrict the dedication of that certain real property identified on Exhibit "A" as the "Public Area" to the City of Fairfield or another governmental agency designated by the City of Fairfield (collectively the "City"), provided any use by the City of that Public Area shall be approved by the Corps or Agency. Declarant, and its respective heirs, devisees, transferees, successors, and assigns, and each of them, shall have no liability under this

Declaration or under the Permit arising from the City's use of the Public Area, including, without limitation, any injury or damage to the Lake or Wetlands Areas resulting from such use.

5. **Successors and Assigns.** Declarant hereby declares, agrees and acknowledges that the Lake and Wetlands Areas shall be held, sold, conveyed, owned and used subject to the applicable terms and conditions of this Declaration relating to the use, maintenance or improvement of the Lake and Wetlands Areas. Such terms and conditions are a burden and restriction on the use of the Lake and Wetlands Areas. All of the provisions of this Declaration shall be enforceable as equitable servitudes and shall be binding on the Declarant and upon each and all of its respective heirs, devisees, transferees, successors and assigns, and each of them, during their respective periods of ownership of the Lake and Wetlands Areas. Declarant, and each such heir, devisee, transferee, successor and assign shall cease to have any liability under this Declaration upon its conveyance of its ownership interest in the Lake and Wetlands Areas.
6. **Enforcement.** It is the express intent of the Declarant that the e terms and provisions of this Declaration of Restrictions shall be enforceable as an equitable servitude by the United States of America, acting through the Corps, and Declarant hereby confers and assigns the right to enforce the terms and conditions of this Declaration to it.
7. **Amendment.** This declaration may not be amended, modified, rescinded, or terminated without the prior written consent of the Corps or Agency.
8. **Servability.** If any provision of this Declaration, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Declaration shall not be affected thereby.
9. **No Other Restrictions.** This Declaration imposes no other obligations or restrictions on Declarant, and neither its successors, nor any other person or entity claiming under them, shall be in any way restricted from using the Lake and

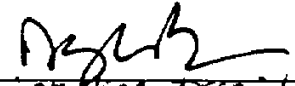
Wetlands Areas by reason of this Declaration except as provided herein. The Lake and Wetlands Areas, however, shall remain subject to all previously recorded easements, rights of way, covenants, conditions and restrictions, and nothing herein shall be interpreted to modify or restrict any rights granted thereunder.

IN WITNESS WHEREOF, this Declaration of Restrictions is made effective as of the date first written above.

DECLARANT:

WOODLAKE LP, a ^{Delaware}~~California~~ limited partnership

By: WILLIAM LYON HOMES, INC.,
a California corporation, its general partner

By: 
Its: Senior Vice President

By: _____
Its: _____

STATE OF CALIFORNIA

COUNTY OF Contra

On 7/24/01 before me, Diana Clavet, Notary Public,

personally appeared Douglas F. Baver, NAME(S) OF SIGNER(S)

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.

Diana Clavet, SIGNATURE OF NOTARY

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
CORPORATE OFFICER(S)

TITLE(S)

- PARTNER(S) LIMITED GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER:

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

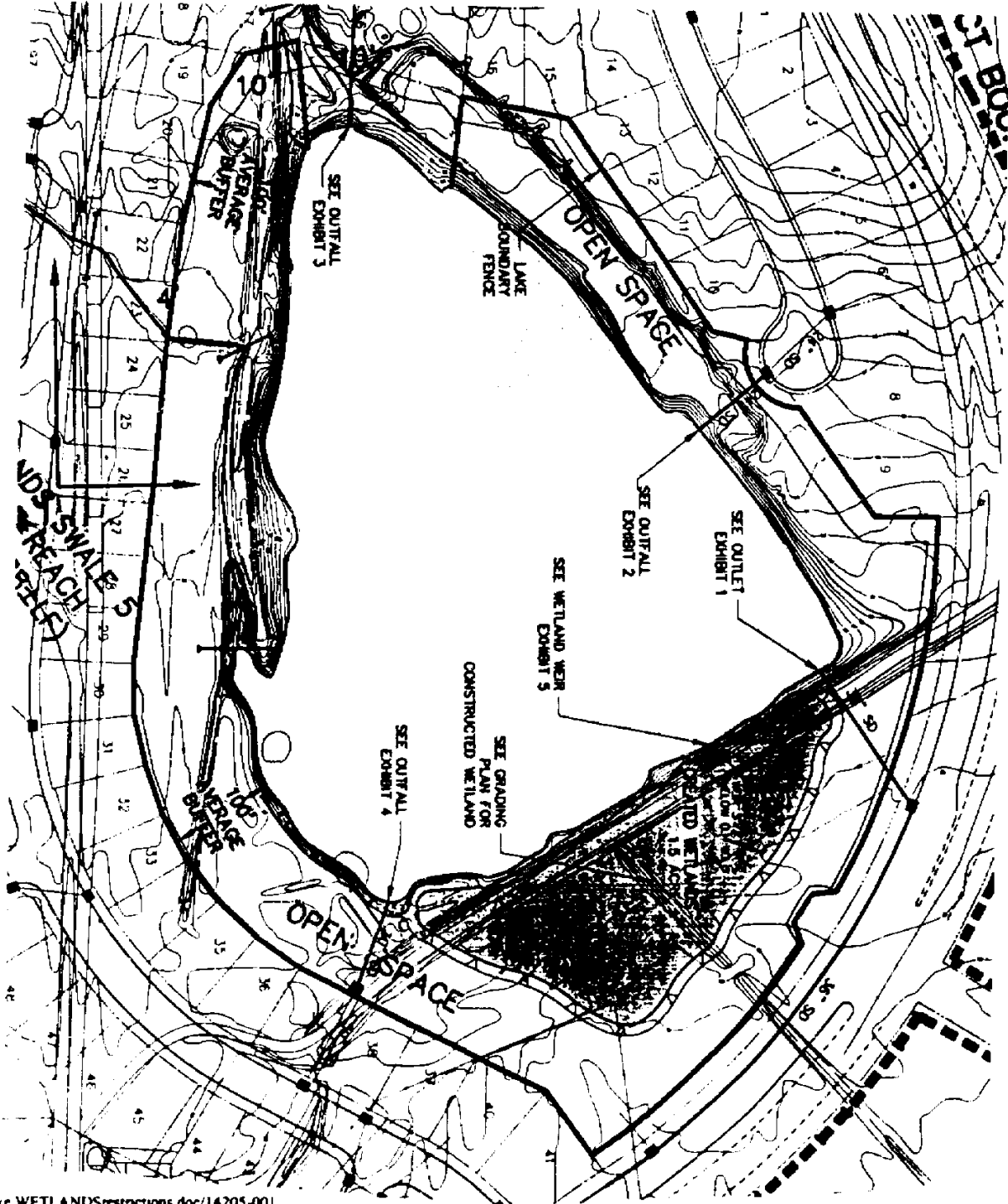
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

OPTIONAL SECTION

Title or Type of Document
Number of Pages Date of Document
Signer(s) Other Than Named Above

EXHIBIT A

MAP OF LAKE AND WETLANDS AREAS



Woodlake WETLANDSrestrictions.doc/14205-001

EXHIBIT B

**LEGAL DESCRIPTION OF LAKE AND
WETLANDS AREAS**

All that certain real property situate in the City of Fairfield, County of Solano,
State of California, described as follows:

Being all of Parcel 2 as shown on the Parcel Map recorded in Book 42 of Maps, at
Page 59, Solano County Records.

Woodlake WETLANDSrestrictions.doc/14205-001

