

**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 \_\_\_\_\_

RECORDING REQUESTED BY  
FIRST AMERICAN T

And When Recorded Mail to:  
E & L company  
4320 Auburn Blvd, Ste 2100  
Sacramento, CA 95841



YOLO Recorder's Office  
Freddie Oakley, County Recorder  
**DOC- 2006-0048202-00**

Acct 103-First American Title  
Thursday, DEC 07, 2006 14:22:00  
Ttl Pd \$82.00 Nbr-0000680077  
VRB/R6/1-26

DocuSigned by:  
*Raymond Roth*  
D3F9585A632B4C9...

5/12/2023 | 7:20 AM PDT

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HEIDRICK RANCH UNIT 1**

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**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HEIDRICK RANCH UNIT 1**

THIS DECLARATION (this "Declaration"), dated December 1, 2006, is made by E & L Company, a California Partnership, Southeastern Woodland Associates and Tim Snow. These parties are referred to as provided above and hereinafter called the "Declarants".

A. The Declarants are the owners of all lots described in Exhibit "A" hereto and the Declarants desire to impose upon all of the lots in the Subdivision mutually beneficial covenants, conditions and restrictions constituting a common plan for the use and development of the Subdivision.

NOW THEREFORE, the Declarants declare that each and all of the lots in the Subdivision shall be reciprocally benefited and burdened by the covenants, conditions and restrictions hereinafter set forth which shall run with the lots so burdened and benefited and be enforceable by and binding upon the successors and assigns of the Declarants and that each of such lots shall be held, used, sold, conveyed, pledged, mortgaged and leased subject to and in accordance therewith.

ARTICLE 1

DEFINITIONS

- 1.01. Article. "Article" shall mean any separate, numbered Article in this Declaration.
- 1.02. Committee. "Committee" shall mean and refer to the three (3) representatives appointed by the Declarants for the initial term of three (3) years and thereafter to the replacement representatives appointed by Declarants or by majority vote of the Owners, as provided herein.
- 1.03. Lot. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property excluding any public streets and any other dedicated property shown on such subdivision map.
- 1.04. Mortgage. "Mortgage" shall mean and include a deed of trust as well as a mortgage in the conventional sense.
- 1.05. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the payment of a debt or the performance of an obligation.
- 1.07. Subdivision. "Subdivision" shall mean the "plat of Heidrick Ranch Unit 1" filed in the office of the Recorder of the County of Yolo, State of California on June 19, 2006, in Book 2006 of Maps pages 124-127.
- 1.08. Vehicle. "Vehicle" shall mean and refer to automobiles (including cars, trucks and motorcycles, boats, planes and gliders (including experimental devices), and trailers.

ARTICLE 2

USE OF PROPERTY

2.01. Permitted Building No building other than one (1) detached single-family residence, a private garage for the use of the occupants of such residence and other usual and appropriate outbuilding strictly incidental to and appurtenant to a private residence, shall be erected or maintained on any lot or plot in said Subdivision. The term "private residence" as used herein, is intended to exclude every form of boarding and lodging house, hotel or motel, sanitarium, acute care or convalescent hospital, and the like and preclude the conduct of any commercial activity, enterprise, trade or business on any lot. However, lots owned by the Declarants may be used as models and sales or construction offices, for the purpose of selling the lots (or lots together with completed dwellings) until all of the lots (or lots together with completed dwellings) have been sold by the Declarants.

2.02. Rental. The Subdivision is designed and intended as an owner-occupied, residential development. The Owner of a Lot shall be responsible for any violation of this Declaration by a tenant or any other Occupant of such Lot. No Owner shall rent, lease or otherwise delegate the use and occupation of his, her or its Lot except upon all the following terms and conditions:

A. No Lot may be leased or rented for a period of less than thirty (30) days;

B. The lease or rental must apply to the entire Lot including its appurtenant rights (excluding only the Owner's voting rights);

C. Any lease or other rental must be by a written agreement which shall provide that the tenancy is subject to the terms of this Declaration shall constitute a default under such agreement; and

D. The lease must specifically give the Owner the right to evict the tenant if the tenant violates the terms of this Declaration.

2.03. Minimum Floor Area. No residence or dwelling shall be erected or permitted to remain on any lot in the Subdivision having a total floor area, exclusive of open porches, garage or other outbuildings, of less than 1,000 square feet. All roofing material shall be of wood shake



or composition shingle or concrete tile construction and be in conformance with the accepted building and safety standards then in force by the county of Yolo. If the pitch of the roof is less than 4' in 12' then the roof design and material shall be subject to approval by the Architectural Control Committee.

2.04. Setbacks. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as required by the City of Woodland. No building shall be located nearer than five (5) feet to any interior lot. No dwelling, other than the originally plotted building, shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. Street side yards on corner lots shall not be less than fifteen (15) feet. For the purpose of this covenant, eaves, steps and chimneys shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot if these setbacks conflict with the City of Woodland zoning ordinance, then the larger of the two setbacks shall apply.

2.05. Minimum Lot Area. No dwelling shall be erected or placed on any lot having an area of less than 4,000 square feet except that a dwelling may be erected or placed on any original lot as shown on the recorded plat.

2.06. Occupancy; Diligent Prosecution of Construction. No trailer, recreation vehicle, garage or other outbuilding shall be used as a temporary or permanent residence. When the construction of any structure or improvement is once begun, the work thereon must proceed diligently. Should said structure or improvement suffer exterior damage or destruction, repair and reconstruction thereof shall be promptly commenced and proceed to completion of the structure, or improvement shall be demolished, all rubble and debris removed from the Subdivision and the lot (or portion thereof) formerly occupied by the demolished structure maintained in a neat and weed free condition.

2.07. Fences, Hedges and Walls. No front yard area fence, hedge, wall or other dividing instrumentality over six (6) feet in height, measured from the ground on which it stands,

shall be constructed or maintained on any lot frontage. Fences and walls six (6) feet in height, or under, shall be submitted to the Architectural Review Committee for approval prior to installation. No fence, wall, shrub or tree planting at elevations between two (2) and six (6) feet above the roadways shall be placed on any corner lot which would obstruct sight lines at a street intersection; or on any lot which would obstruct sight lines from driveways. No fences composed of chain link or woven wire shall be allowed on a lot or parcel if visible from the public streets or other lots or parcels. Any such visible fencing shall be built to the same design and material specifications as approved for the subdivision plans on file with the City of Woodland. Any deviation from existing fence design shall require approval of the Architectural Control Committee prior to installation.

2.08. Laundry. No exterior clothesline shall be erected or maintained on any lot nor shall there be any drying or laundering of clothes outside of any structure if such clothesline, laundering or clothes drying would be visible from any public street.

2.09. Exterior Landscaping and Maintenance of Fences, Walls and Hedges. Each owner or occupant of a dwelling shall maintain, in neat, attractive and weed free condition, the portions of its yards and landscaping and fences, walls and hedges, which are visible to a public street. No owner or occupant shall permit any thing or condition on its lot, which would induce, breed or harbor infectious plants, diseases or noxious insects or vermin.

2.10. No Nuisance. No obnoxious, offensive or illegal activity shall be carried out on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other residents of the Subdivision including, by way of example and without limitation thereto, maintenance of visible flashing lights or audible devices giving rise to noise outside of the owner's lot, or accumulation of rubbish or debris of any kind on any lot so as to permit odors to arise there from or so as to render any lot unsightly, unsanitary, offensive, or detrimental to any other lot. No portion of the Subdivision shall be used or maintained for the accumulation of rubbish or debris. Trash, garbage and other waste shall

be kept in covered, sanitary fly-proof containers, which shall be located so as not to be visible from any public street except as required for collection. There shall be no exterior fires of any kind, except barbecues, which shall be contained within equipment designed for such purposes. No oil drilling, development, or refining, and no quarrying or mining operations of any kind shall be permitted in the Subdivision, nor shall oil wells, tanks, tunnels, or mineral excavations be permitted upon the surface, or within five hundred (500) feet of the surface, of the Project, nor shall derricks or other structures designed for use in drilling for water, oil, natural gas, steam, or other hydrocarbons or minerals be erected, maintained, or operated on any portion of the Subdivision.

2.11. Alteration of Slopes; Drainage. There shall be no cutting, filling, grading or contouring or other altering of the slope of any lot in any manner, or construction of any improvement or allowing any obstruction which would cause the flooding or erosion of any adjoining lot which would interfere with or alter the drainage pattern through the Subdivision, other than as provided or contemplated by the grading plan for the Subdivision approved by the City of Woodland in connection with its approval of the Map. These conditions run with the land and are binding on all subsequent owners.

2.12. Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes or in such numbers or with such lack of control by the owners thereof as to constitute a nuisance or health hazard.

2.13. Vehicles. All driveways and garages shall be maintained in a neat and orderly condition. No trailers, mobile homes, boats, trucks (other than pickup trucks) campers and recreational vehicles, commercial vehicles or inoperable cars shall be kept, maintained, repaired, reconstructed, remodeled or parked on the driveway of any lot for a period of time exceeding twenty four (24) consecutive hours, unless the portion of driveway so used is enclosed by an approved fence built to the same design and material specifications as

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approved for the Subdivision plans on file with the City of Woodland, and the vehicle is not visible from the street. No vehicle of any kind shall be parked, kept or permitted to remain on any driveway in such a manner as to encroach upon the public sidewalk. No Owner or Occupant, or any guests of any Owner or Occupant, shall cause or allow fuel, oil, coolant or any other automotive fluids to spill or be dumped onto the streets or gutters or to go into storm drainage system within the Subdivision.

2.14. Signs. No signs, banners or placards shall be installed or maintained anywhere on the exterior of a home or lot within the property, except (1) one sign of standard size advertising the residence as being "For Sale" or "For Rent", or (2) an owner-identification sign which has been approved by the Architectural Committee. The determination of the Architectural Committee shall be subject to the provisions of Sections 712 and 713 of the California Civil Code and any successor statutes thereto and any local ordinances of the City of Woodland, promulgated pursuant thereto.

2.15. Airspace and Exterior. No outside antenna, aerial, satellite dish, tower or other device for the transmission or reception of television, radio or other waves shall be erected or placed anywhere in the Subdivision without the approval of the Architectural Committee. The installation of solar energy systems shall require the prior approval of the Architectural Committee whose rights to disapprove such installation shall be subject to Section 714 of the California Civil Code and any successor statutes thereto. Air conditioning units and similar electrical or mechanical devices which protrude through walls or are roof or exterior mounted shall be permitted without the approval of the Architectural Committee if the dwelling, as originally designed and constructed by Declarants, included such device or made provision for the installation thereof by an owner.

2.16. Window Covers. Curtains, drapes, shutters or blinds may be installed as window coverings. No window shall be covered with aluminum foil or similar inappropriate material.

2.17. Trees. No existing trees shall be damaged, destroyed, uprooted, cut or removed without the prior written consent of the Architectural Control Committee and the County of Yolo.

2.18. Sports Apparatus. No basketball standards or fixed sports apparatus shall be attached to any residence or garage or be erected or placed on or near any lot without prior approval of the Architectural Control Committee.

### ARTICLE 3

#### ARCHITECTURAL COMMITTEE POWERS & DUTIES

3.01. Architectural Committee

(a) The Architectural Committee ("Committee") shall have three (3) members. The initial members of the Committee, who are hereby appointed by the Declarants are:

EARL EUGENE EDWARDS, JAMES G. LINCOLN, AND FELIX YBARRA. As long as the Declarants owns any part of the Property, it shall have the power and authority to remove any or all of the members of the Committee and to appoint replacements who may or may not be Lot owners. WITHIN 30 DAYS AFTER DECLARANTS HAVE DISPOSED OF ALL ITS INTEREST IN THE PROPERTIES. THE THEN EXISTING MEMBERS OF THE COMMITTEE SHALL SELECT A NEW COMMITTEE CONSISTING OF THREE (3) PERSONS. EACH OF WHOM SHALL BE A LOT OWNER. Each such Owner member shall be decided by the vote of any three members of the Committee. If any elected or appointed Committee ceases to function and fails to select a new Committee, the owners of a majority of the improved Lots within the Property may elect a new Committee by signing a written instrument setting forth the names and addresses of the members so elected. The execution of such instrument shall be acknowledged and it shall be recorded in Yolo County. Except for the initial Committee members appointed by Declarants, only Owners may serve as members of the Committee.

(b) Any construction, alteration, addition or other matter, which is required to be approved by the Architectural Committee, shall be fully shown and described by appropriate plans and specifications, and submitted to the Committee. The request for approval and the plans and specifications shall be deemed submitted as of the date when they are mailed to the Committee, postage fully prepaid. The mailing address of the initial Committee referred to in paragraph "(a)" above is: 4320 Auburn Blvd, Ste 2100, Sacramento, CA 95841. Any two (2) members of Committee shall have the power to approve or disapprove any matter submitted to it. The Committee's approval or disapproval shall be in writing and shall be mailed to the Owner at the address given by the Owner in his request for approval. The Committee shall grant its approval only in the event that the proposed work will benefit and enhance the entire Property in a manner generally consistent with the plan for development thereof. The Committee may grant minor variances or exceptions from the minimums and standards specified if the Committee determines that exceptional circumstances exist concerning a particular Lot or proposed plan, making a variance necessary or appropriate to achieve the general purposes of this Declaration. In the event that the Committee fails to approve or disapprove within 35 days after the appropriate plans and specifications have been received, approval will be deemed given and this Section will be deemed to have been fully complied with.

3.02. Powers of the Architectural Committee. The Architectural Committee shall have the following powers:

(a) To review and approve, disapprove or conditionally approve all plans, submittals, applications and requests made or tendered to it by owners of lots, or their agents, pursuant to the provisions of this Declaration. In connection therewith the Architectural Committee may investigate and consider the architecture, design, layout, landscaping,

energy conservation measures, water conservation measures, fence detail, and other features of the proposed improvements;

(b) To adopt rules and regulations for the transaction of business, scheduling of meetings, conduct of meetings and related matters;

(c) To require the submission of site plans, diagrams, photographs, materials or other presentation materials, as may be necessary for complete review and consideration of the proposed development. All such plans and specifications shall be submitted in writing in duplicate and the owner of the lot or his authorized agent shall sign each;

(d) To adopt criteria, consistent with the purpose and intent of this Declaration, to be used in making its determination to approve, disapprove or conditionally approve any matter submitted to it for decision;

(e) To enjoin any action taken in violation of the covenants relating to architectural control.

**3.03. Duties of the Architectural Committee. The architectural Committee shall:**

(a) publish and make available to owners and prospective owners all of its rules, regulations and criteria from time to time adopted, if any;

(b) Impose a requirement, at the time of granting any approval, that the improvements or landscaping be commenced within a stipulated time, failing which the approval deemed revoked. Any failure to prosecute landscaping or improvements or alterations diligently to completion shall be deemed a breach of the owner's covenants under this Declaration; and

(c) As conditions precedent to approval of any matter submitted to it, the Architectural Committee shall find:

(i) General architectural considerations, including the character, scale, and quality of the design, the architectural relationship with the site and other buildings, building materials, colors, screening of exterior appurtenances, exterior

lighting and similar elements have been incorporated in order to ensure the compatibility of the proposed improvement with its design concept and the character of adjacent buildings.

(ii) general site considerations including site layout, open space and topography, orientation and locations of buildings, vehicular access, circulation and parking, setbacks, heights, walls, fences, and similar elements have been designed to provide a desirable environment; and

(d) If the Committee makes a negative finding on one or more of the matters set forth in Paragraph (c) above, as applicable to the matter before it, it shall disapprove such matter or condition its approval so as to allow such finding to be made.

3.04. Arbitration of Architectural Decisions. If an owner seeking the approval of the Architectural Committee with respect to a matter affecting such owner's lot shall dispute the decision of the Architectural Committee in connection with such decision, the dispute shall be resolved by bringing arbitration between such owner and the Architectural Committee. Such arbitration shall be conducted by a single neutral arbitrator in accordance with the Provisions of Sections 1280 et seq. of the California Code of Civil Procedure. An owner shall not undertake any construction, landscaping or other act in connection with the disputed matter, regardless of whether the construction, landscaping or other act was authorized, prohibited or not subject to a specific determination, until the award in arbitration is final.

3.05. No Liability for Architectural Review. Neither the Declarants, the Architectural Committee nor the members of designated representatives thereof shall be liable for damages to anyone submitting plans or specifications to them for approval, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications, or for any defect, whether in design or construction, in any structure constructed from such plans and specifications. Neither the



Declarants, the Architectural Committee nor any member thereof shall be responsible for reviewing or approving any plans with respect to the adequacy of engineering design in any aspect whatsoever. Every person who submits plans or specifications to the Architectural Committee for approval agrees, by submission of such plans and specifications, and every owner or occupant of any of said property also agrees, that it (they) will not bring any action, suit or claim against Declarants, the Architectural Committee or any of the members or designated representatives thereof with respect to any matters for which such persons or entities are relieved of liability pursuant to this Section. Each owner, in addition to satisfying the requirements set forth in this Declaration, shall determine and satisfy the requirements imposed by the County of Yolo in connection with the necessary permits and the construction itself. Approval by the Architectural Committee does not constitute a representation that the proposed construction will be approved by the City of Woodland.

3.06. Appointment and Designation. The Architectural Committee, may, from time to time, by a majority vote of the members thereof, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons who shall have full authority to act on behalf of the Architectural Committee in all matters delegated.

3.07. Inspection by Architectural Committee. Any member or agent of the Architectural Committee may, from time to time, at any reasonable hour or hours and upon reasonable notice, enter and inspect any property subject to the jurisdiction of the Architectural Committee as to its improvement or maintenance in compliance with the provisions hereof.

#### ARTICLE 4

##### GENERAL

4.01. Article and Section Headings. Article and section 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 respective Articles and sections to which they refer.

4.02. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose, of creating a uniform plan for the development of the Property.

4.03. Rights and Remedies of Owner. This Declaration shall not be construed to limit the legal rights and remedies available to an Owner to the extent that such rights and remedies are not inconsistent with the provisions of this Declaration.

4.04. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

4.05. Notice. Any and all notices or other communications required or permitted by this Declaration or by law to be served on or given to Declarants or any Owner shall be in writing and shall be deemed duly served and given when personally delivered to the person to whom it is directed, or in lieu of which personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed as follows:

To Declarants at: E & L Company  
4320 Auburn Blvd, Ste 2100  
Sacramento, CA 95841

Declarants may change their address for the purposes of this Section by informing each then Owner in writing within thirty (30) days of the change of address.

To the committee at: E & L Company  
4320 Auburn Blvd, Ste 2100  
Sacramento, CA 95841

The Committee may change its address for the purposed of this Section by informing each then Owner in writing within thirty (30) days of the change of address.

To any Owner at: The address of such Owner shown in the records of the, County Assessor's Office.

4.06. **Severability.** If any provision of this Declaration or any part thereof is invalid or for any reason becomes unenforceable, no other provision or any part thereof, shall be thereby affected or impaired.

4.07. **Notice of Noncompliance or Noncompletion.** Notwithstanding anything to the contrary contained herein, after the expiration of the later of (i) one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvements or (ii) one (1) year from the date of the commencement of construction within the properties of any improvements, said improvements shall, in favor of purchasers and encumber in good faith and for value, be deemed to be in compliance with all provisions of this declaration unless actual notice of such noncompliance or noncompletion, executed by the Architectural Committee or its Recorder of Yolo County, State of California, or unless legal proceedings shall have been instituted to enforce compliance or completion.

4.08. **Mortgagee Protection.** 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 foreclosure sale in satisfaction of any such mortgage or deed of trust or deed in lieu thereof, shall thereafter be held subject to all of the restrictions and provisions hereof.

4.09. **No Waiver.** The provisions of this Declaration are declared to constitute mutual equitable servitudes and covenants running with the land pursuant to Section 1468 of the California Civil Code for the protection and benefit of each lot in the Subdivision. Failure by the Declarants or any other person or persons entitled to enforce any measure or provision upon violation thereof, shall not preclude any enforcement thereafter or be deemed a waiver of the right to do so.

4.10. **Amendment.** This Declaration may be amended by a recorded writing duly executed and acknowledged by the owners, from time to time, of seventy-five percent (75%) of the lots encumbered hereby. However, no amendment that alters any of the rights of a

Declarant shall be effective against such Declarant unless it joins in the execution and acknowledgment of the amending document.

4.11. Term of Declaration. This Declaration shall run with the land and shall continue in full force and effect until thirty-five (35) years from the date of recordation hereof. Thereafter, the same shall be automatically extended for successive periods of ten (10) years, unless, at the commencement of any such extension period, by a duly executed, acknowledged and recorded statement, the then owners of fifty-one percent (51%) or more of the lots in the Subdivision, elect to terminate this Declaration.

4.12. Binding Effect. Each grantee of conveyance in fee, purchaser of an equitable estate or interest under a contract or agreement of sale and lessee owning a leasehold estate in a lot of any duration by accepting a deed, a contract of sale or an agreement or purchase, lease or rental agreement 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.

4.13. Rights of Enforcement. Any owner, including any Declarant so long as it is an owner, and the members of the Architectural Committee, acting jointly or individually, shall have the right to enforce, by any proceeding at law or in equity, all provisions of this Declaration. Failure by an owner to enforce any provision hereof shall in no event be deemed a waiver of the right to do so thereafter.

4.14. Legal Fees. If any legal proceeding is initiated to enforce any of the provisions hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to the cost of such proceeding. The prevailing party shall mean the party so designated by the court pursuant to Section 1717(b) of the California Civil Code or any successor party thereto. Legal fees shall include those arising in connection with arbitration and determined pursuant to a confirmation of the award in arbitration.

**4.15. Assignability of Declarant's Rights.**

(a) For purposes of this Declaration, a Declarant means any and all of the original signatories hereto, any person or entity which succeeds thereto by merger, consolidation or acquisition of its assets substantially as an entirety and any assignee of a Declarant designated by the assigning Declarant in a writing recorded in the Official Records of Yolo County.

(b) No Declarant may assign its rights as Declarant to any person or entity other than a purchaser of lots, who purchases all or a portion of the lots owned by such Declarant prior to the commencement of construction of any dwelling unit thereon and who purchases for purposes of resale in the ordinary course of its business. However, a Declarant may conditionally assign its rights as Declarant to an institutional lender providing financing for the construction of dwelling units. Any such assignment shall be deemed perfected upon completion of the foreclosure.

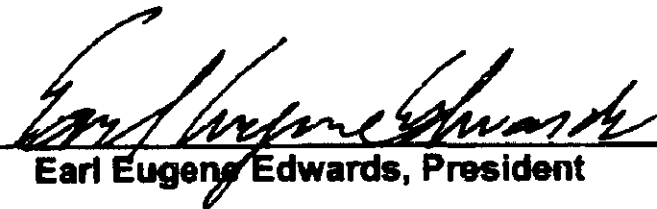
IN WITNESS WHEREOF, the Declarants have executed this Declaration on the day and year first above written.

IN WITNESS WHEREOF, the Declarants have executed this Declaration on the day and year first above written.

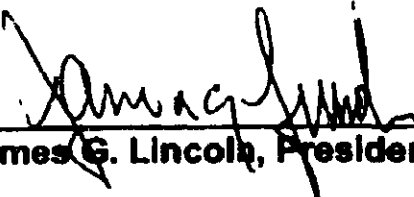
DATED: Dec 1, 2006

**E & L Company, a California General Partnership**

**By: Gene Edwards Company, Inc., a California Corporation, a General Partner**

By:   
Earl Eugene Edwards, President

**By: J-2 Transactions Company Inc., a California Corporation, a General Partner**

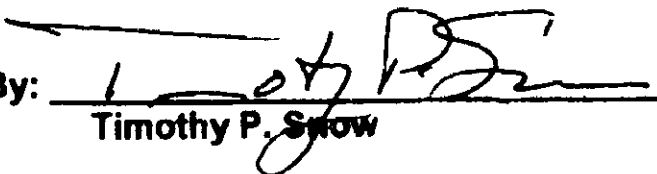
By:   
James G. Lincoln, President

**Southeast Woodland Associates, a California General Partnership**

By:   
Felix Ybarra, Partner

By:   
Patsy Ybarra, Partner

**Timothy P. Snow, a married man as his sole and separate property**

By:   
Timothy P. Snow

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

File No: ( )

APN No:

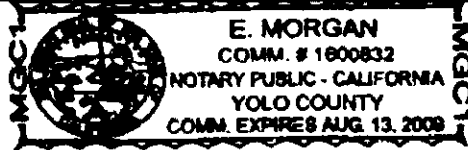
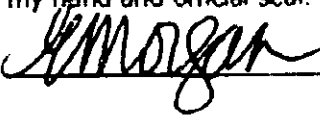
STATE OF California )SS  
COUNTY OF Yolo )

On December 1, 2006 before me, E. Morgan, Notary Public, personally appeared Earl Eugene Edwards, James G. Lincoln, Felix Ybarra, Patsy Ybarra and Timothy P. Snow

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



This area for official notarial seal.

#### 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 documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S)       LIMITED       GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

\_\_\_\_\_  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

#### OPTIONAL SECTION

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

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**Exhibit A**

**LEGAL DESCRIPTION**

**Real property in the unincorporated area of the County of Yolo, State of California, described as follows:**

**LOTS 1A, 1B, 2-5, 6A, 6B, 7-12, 13A, 13B, 14-27, 28A, 28B, 29-37, 38A, 38B, 39-40, 41A, 41B, 42-44, 45A, 45B, 46-52, AS SHOWN ON THAT CERTAIN MAP ENTITLED "SUBDIVISION MAP NO. 4670, HEIDRICK RANCH, PHASE 1", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF YOLO, STATE OF CALIFORNIA ON JUNE 19, 2006, IN BOOK 2006 OF MAPS PAGES 124-127.**

**APN: 042-010-05-1 AND 042-010-017-1**





### SUBORDINATION OF LIEN AND CONSENT OF LIENHOLDER

The undersigned, beneficiary under deed of trust recorded July 12, 2006 as Instrument No. 20060027069 of the Official Records of Yolo County, California, executed by E & L Company, a California Partnership and Southeast Woodland Associates, a General Partnership as Trustor, does hereby consent to the recording of the foregoing Covenants, Conditions and Restrictions ("Declaration") and hereby agrees that said deed of trust shall be subordinate and subject to said Declaration as though said Declaration had been recorded prior to said deed of trust.

Dated: 11-17, 2006

Beneficiary:

First Northern Bank of Dixon

By: Doug Shepard  
Title: VICE President

By: \_\_\_\_\_  
Title: \_\_\_\_\_

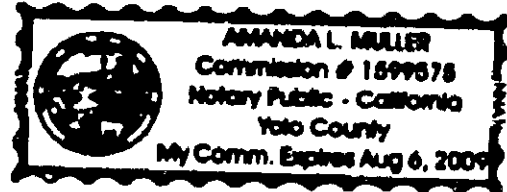
STATE OF California \_\_\_\_\_ )  
COUNTY OF Yolo \_\_\_\_\_ ) ss

On November 17, 2006 before me, Amanda L. Muller, notary public, personally appeared Doug Shepard

( ) personally known to me, or ( ) proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (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.

Amanda L. Muller  
Signature of Notary Public



**SUBORDINATION OF LIEN  
AND  
CONSENT OF LIENHOLDER**

The undersigned, beneficiary under deed of trust recorded **August 31, 2006** as **Document No. 2006-0034393** of the Official Records of Yolo County, California, executed by **Southeast Woodland Associates, a California General Partnership** as Trustor, does hereby consent to the recording of the foregoing Covenants, Conditions and Restrictions ("Declaration") and hereby agrees that said deed of trust shall be subordinate and subject to said Declaration as though said Declaration had been recorded prior to said deed of trust.

Dated: NOV. 14, 2006

Beneficiary:

**Jean Pratt, Trustee of the Jean Pratt Family Trust dated March 23, 2004**

By: Jean Pratt  
Title: Trustee

By: \_\_\_\_\_  
Title: \_\_\_\_\_

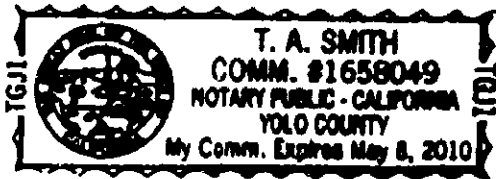
STATE OF CALIFORNIA )  
COUNTY OF YOLO ) ss

On November 14, 2006 before me, T.A. SMITH, Notary Public  
personally appeared Jean Pratt

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 signatures(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 of Notary Public



**SUBORDINATION OF LIEN  
AND  
CONSENT OF LIENHOLDER**

The undersigned, beneficiary under deed of trust recorded **August 31, 2006 as Document No. 2006-0034391** of the Official Records of Yolo County, California, executed by **Southeast Woodland Associates, a California General Partnership** as Trustor, does hereby consent to the recording of the foregoing Covenants, Conditions and Restrictions ("Declaration") and hereby agrees that said deed of trust shall be subordinate and subject to said Declaration as though said Declaration had been recorded prior to said deed of trust.

Dated: NOV. 14, 2006

Beneficiary:

**Jean Pratt, Trustee of the Jean Pratt Family Trust dated March 23, 2004**

By: Jean Pratt  
Title: Trustee

By: \_\_\_\_\_  
Title: \_\_\_\_\_

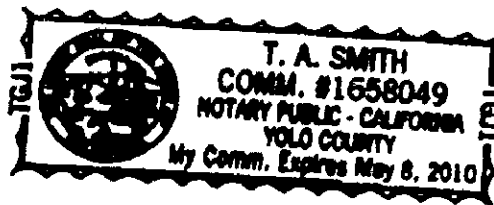
STATE OF California )  
COUNTY OF YOLO ) ss

On NOVEMBER 14, 2006 before me, T.A. SMITH, Notary Public personally appeared JEAN PRATT

personally known to me, or ( X ) ~~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.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public



**SUBORDINATION OF LIEN  
AND  
CONSENT OF LIENHOLDER**

The undersigned, beneficiary under deed of trust recorded August 31, 2006 as Document No. 2006-0034395 of the Official Records of Yolo County, California, executed by Southeast Woodland Associates, a California General Partnership as Trustor, does hereby consent to the recording of the foregoing Covenants, Conditions and Restrictions ("Declaration") and hereby agrees that said deed of trust shall be subordinate and subject to said Declaration as though said Declaration had been recorded prior to said deed of trust.

Dated: 11/14/06, 2006

Beneficiary:

**Albert G. Bahneman, Trustee of the  
Albert G. Bahneman Trust, dated July 19,  
1990**

By: Albert G. Bahneman

Title: Trustee

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF California )  
COUNTY OF Yolo ) ss

On NOVEMBER 14, 2006 before me, T.A. SMITH, Notary Public  
personally appeared ALBERT G. BAHNEMAN

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 signatures(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 of Notary Public

