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10/18/2023 | 9:35 AM CDT

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

DocuSigned by:  
*V. Rio*  
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**DECLARATION OF RESTRICTIONS**

**WHEREAS**, the undersigned, hereinafter called "DECLARANT", is the owner of all of the hereinafter described real property situate in the City of Fairfield, County of Solano, State of California:

**NOW, THEREFORE**, to carry out the purposes herein recited, Declarant does hereby declare that the following real property situate in the City of Fairfield, County of Solano, State of California, more particularly described as follows:

All lots as designated on the map entitled "Parkway Estates, Unit No. 1, Fairfield, Solano County, California," which map was filed in the Office of the Recorder of Solano County, California, on **APRIL 29**, 1964, in Book 21 of Maps at page 44.

12895

*John B. Little*  
st. J. min. parcel  
MAY 7 1964  
OFFICIAL RECORDS P.  
SOLANO COUNTY, CALIF.  
*Raymond E. Russell*  
REC. PD. BANCROFT

shall be subject to the following restrictive covenants which are made for the mutual benefit of and shall be enforceable by Declarants and all of the lot owners of the above described property, which restrictive covenants are imposed as part of a general and uniform plan for the improvement of said Tracts and are as follows, to-wit:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.
2. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the said real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation.
3. Invalidation of any one of these covenants by Judgment or Court Order shall in no wise affect of the other provisions which shall remain in full force and effect.
4. All of the lots in the tracts shall be known and described as residential lots and shall be used for residential purposes only.
5. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed ~~two~~ two and one-half stories in height and a private garage and other out buildings incidental to residential use of the plot.

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- 6. 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 shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches 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.
- 7. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet except that a residence may be erected or placed on any original lot as shown on the recorded plat.
- 8. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling, not to exceed one and one-half stories in height and a private garage for not more than two cars.
- 9. No building shall be erected, placed or altered on any lot, until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similiarly approved.
- 10. The architectural control committee is composed of: J. M. McDevitt, R. E. Lee, and C. McCabe all of 268 Grand Avenue, Oakland.  
  
A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
- 11. The committee's approval or disapproval as required in these covenants, shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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- 12. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 13. No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- 14. No dwelling shall be permitted on any lot at a cost of less than \$9,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwellings size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a one-story dwelling, nor less than 1600 square feet for a dwelling of more than one story.
- 15. None of the provisions of this indenture shall in any way reduce the security or defeat or render invalid the lien of any mortgage or deed of trust covering the real property shown on said map or any part thereof. It is agreed, however, that if any portion of said property is sold under foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser or purchasers under sales made by reason of such foreclosure or by reason of such sale under any deed of trust, shall hold any and all property so purchased subject to all of the terms and conditions of this indenture.
- 16. Sewage disposal shall be by means of public sewer and no cesspool or outside toilets shall be permitted.
- 17. No fowl or animals, other than usual and common pets (such as birds, cats and dogs) in reasonable numbers, shall be kept or bred upon any lot or plot. No animals are to be kept, bred or maintained for commercial purposes.
- 18. The term "purchasers" as used herein, shall include not only those acquiring title in fee simple, but also all persons entitled to purchase a lot or lots in said tract under outstanding contracts of sale, and the heirs, successors and assigns of each of them.
- 19. Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat and over the rear 5 feet of each lot.
- 20. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than 1 square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- 21. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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- 22. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, which shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 23. No fence, wall, hedge or shrub planting, which obstructs sight lines at elevations between 2 and 6 feet above the roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- 24. No building shall be placed nor shall any material or refuse be placed or stored on any lot within twenty feet of the property line of any park or edge of any open water course except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.
- 25. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the City of Fairfield. Approval of such system as installed shall be obtained from such authority.

IN WITNESS WHEREOF, the undersigned owner has executed these presents the 30th day of March, 1964.

FRUMENTI BROTHERS DEVELOPERS,  
a partnership

By: [Signature]  
Partner

By: [Signature]  
Partner

~~FRUMENTI BROTHERS DEVELOPERS, a partnership~~

~~By: [Signature]  
Partner~~

~~By: [Signature]  
Partner~~

SOLANO COUNTY TITLE COMPANY,  
a corporation

By: [Signature]  
Vice President

By: [Signature]  
Assistant Secretary

DEVIT, INC., a corporation

By: [Signature]  
President

FEDSCO, INC., a corporation

By: [Signature]  
[Title]

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