

**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.

DocuSigned by:
Dennis Scardaci 4/15/2025 | 5:33 PM PDT
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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 _____

**The following notice is pursuant to
Subdivision (b) of Section 12956.1 of the
California Government Code**

DocuSigned by:
Dennis Scardaci
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Notice

4/15/2025 | 5:33 PM PDT

If this document contains any restriction based on 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. 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.

Amended January 1, 2012

RECORDED AT THE REQUEST OF
AND RETURN TO:
TRANSAMERICA TITLE INS. CO.
3350 CLAYTON ROAD
CONCORD, CALIFORNIA

102516

216.00

RECORDED AT REQUEST OF
TITLE

BOOK

PAGE

24

ATTN: MR. RICHARD ANGEL

001 24 003

DocuSigned by:

Dennis Scardaci

4/15/2025 | 5:33 PM PDT

DECLARATION OF RESTRICTIONS

COUNTY REC'D

FEE \$

WHEREAS, the undersigned is the owner of all real property in the County of Contra Costa, State of California, described as follows: 6.00

Lots 1 to 42 inclusive, as shown on the map of Subdivision 4130 filed on February 14, 1972 in the office of the County Recorder in and for said County in Book 143 of Maps at pages 30, 31, and 32.

WHEREAS, it is the desire of the undersigned owner to impose salutary and desirable covenants, conditions and restrictions upon the use of said real property for the benefit of any and all persons owning all or a portion of said real property.

NOW THEREFORE, said undersigned owner does hereby declare that the real property herein above described and each lot and plot therein is held and shall be conveyed subject to the covenants, conditions and restrictions, herein after set forth as follows:

1. For the purpose of this declaration, the word "lot" shall mean any numbered lot shown on the subdivision map herein above referred to; the word "plot" shall mean any parcel or portion of said real property, composed of one or more lots, or a fraction of one or more lots, or one or more lots and a fraction of one or more lots thereby creating one homesite, which is here after described in the Official Records of said County, or shown on a map filed for record in the office of said County Recorder, or otherwise monumented to show or designate the exterior boundaries of said homesite; and the word "tract" shall mean the entire property lying within the red line shown on the map herein above referred to.

2. All plots in the tract shall be known and described as residential plots. No structures shall be erected, altered, placed or permitted to remain on any plot other than one single family dwelling not to exceed two stories (story) in height, a private garage, either attached to or detached from said dwelling and other outbuildings incidental to residential use to the occupants of said dwelling including servants, provided however, a guest house not to exceed two stories (story) in height may be erected, altered, placed or permitted to remain on any plot.

3. No dwelling house, garage, outhouse, fence, wall, or other structure shall be erected, placed or altered upon any plot in the tract until the building plans, specifications and plot plans showing the proposed location of any such structure, have been approved in writing as to conformity and harmony of external design with existing structures in the tract and, as to location of the structure with respect to topography and finished ground elevation by a committee herein after called the Architectural Control Committee which is now composed of Gerald M. McCue, Peter E. Walker, and James P. Starkovich, all of whom can be reached through the office of Transamerica Title Insurance Company.

4. In the event of death or resignation of any member of said Architectural Control Committee, the remaining members shall have full authority to approve or disapprove of said building plans, specifications and plot plans, and full authority to appoint or designate a successor to fill the vacancy on said Architectural Control Committee by recording a written document signed by the survivors of said committee and setting forth the name and address of the committeeman newly appointed or designated. At any time, the then record owners, not including Trustees or Mortgagees (under deed of trust or mortgages) of a majority of the plots in said tract does hereby have the power through a duly recorded written document to change the membership of said Architectural Control Committee, or to withdraw or restore to said Architectural Control Committee any of its powers or duties. A majority of the committee may designate a representative to act for it.

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The last mentioned written document must be signed by the majority of such record owners and must set forth the name or names of the newly appointed member or members of said Architectural Control Committee. The members of said Architectural Control Committee shall not be entitled to any compensation for services pursuant to this declaration.

5. The Architectural Control Committee's approval or disapproval as required herein shall be in writing. In the event the Architectural Control Committee fails to approve or disapprove of said plans and specifications within 60 days after said building plans, specifications and plot plans have been submitted to it, or in any event, if not suit to enjoin the erection, placement, or alteration of any structure upon any plot has been commenced prior to the completion thereof, such approval will not be required and said completion shall be construed as prima facie evidence of the Architectural Control Committee's approval, provided that such structure must in all respects otherwise comply with the restrictions contained in this declaration.
6. No residential structure shall be erected, placed or maintained on any plot that has an area of less than 6,000 square feet or a width of less than 60 feet at the front building setback line.
7. No building shall be erected, located and maintained upon any plot, nearer than 20 feet to the front plot line, nor nearer than 5 feet to any side plot line, except that on corner plots no structure shall be permitted nearer than 10 feet to the side street line, except that no side yard shall be required for a garage or other permitted accessory buildings located 40 feet or more from the minimum building setback line.
8. No dwelling shall be permitted on any lot at a cost of less than \$18,000.00 based upon cost level prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of construction and material 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 dwelling size. The ground floor area of the main structure exclusive of one story open porches and garages shall not be less than 1200 square feet for a one story dwelling.
9. No commercial vehicles shall be kept or stored upon any plot.
10. No commercial enterprise, no noxious or offensive trade or activity shall be carried on upon any plot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
11. No trailer, basement, tent, shack, garage, or other outbuilding erected or maintained in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
12. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five 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.
13. No fence or boundary shall have a greater height than six feet nor shall any wall, fence or hedge be erected or grown nearer any street line than the extension of the exterior walls of the dwelling erected upon said lot.
14. 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 purpose.

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15. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

16. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or within 500 feet of the surface of any plot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within 500 feet of the surface of any plot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any plot.

17. The erection and placement of any structure on any plot once having been commenced shall be prosecuted to completion with due diligence in a workmanlike manner.

18. No plot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

19. 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 plot 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 plot within 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement.~~ No trees 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.

20. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

21. In the event the party hereto, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein before January 1, 2008 or during any of the extended periods for which they are in force, it shall be lawful for any person owning any real property subject hereto, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, conditions, or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violations.

22. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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23. The breach of any of the foregoing conditions, covenants, restrictions and reservations shall not defeat the lien of any mortgage or deed of trust made in good faith and for value; provided, however, that the purchaser at any foreclosure sale under any such mortgage or deed of trust and at any trustee's sale under any such deed of trust, his or its successors and assigns, shall take and there after hold the title subject to all of the conditions, covenants and restrictions set forth in this Declaration.

IN WITNESS WHEREOF, the undersigned has here unto set our hand this 14th day of October, 1973.

SHELTER CONTROL GROUP, A CALIF. CORPORATION

Gerald M. McCue
Gerald M. McCue, President

Peter E. Walker
Peter E. Walker, Secretary/Treasurer

James P. Starkovich
James P. Starkovich, Vice-President

COUNTY OF SAN FRANCISCO

On 14th day of October 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared:

Gerald M. McCue known to be the President
Peter E. Walker, known to be Secretary/Treasurer
James P. Starkovich, known to be Vice-President

of the corporation known as Shelter Control Group and who are known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

Witness my hand and seal.

Claudia F. Read
Claudia F. Read

END OF DOCUMENT