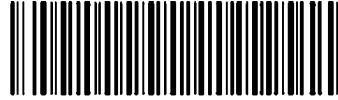


Marc C. Tonnesen
Assessor/Recorder

ES-EPNES-EPN

Doc # **202100132574**



Titles: 1 Pages: 5

Fees \$25.00

Taxes \$0.00

SB2 Fee \$0.00

Other \$0.00

Paid \$25.00

RECORDING REQUESTED BY:

eRecording Partners Network (ePN)
Placer Title Company
Branch Number: 405

WHEN RECORDED MAIL TO:

DZIDA, CAREY & STEINMAN (HLO)
3 Park Plaza Suite 750
Irvine CA 92614

DocuSigned by:

Julian Austria

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DocuSigned by:

Mona Austria

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Order No: P-472587

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR BRIGHTON LANDING
(Sheffield & Preston - Phase 1)**

(Please fill in document title(s) on this line)

- Exempt from fee per GC27388.1(a)(2) due to being recorded in connection with concurrent transfer that is subject to the imposition of documentary transfer tax, or,
- Exempt from fee per GC27388.1(a)(1) due to the maximum fees being paid on documents in this transaction, or,
- Partially exempt from fee per GC27388.1(a)(1). Only \$75.00 to be charged as \$150.00 in fees has been paid on documents recorded immediately prior hereto or,
- Exempt from fee per GC27388.1(a)(2) due to being recorded in connection with concurrent transfer that is a residential dwelling to an owner-occupier, or,
- Exempt from the fee per GC27388.1(a)(1); Not related to real property, or,
- Exempt from fee under GC27388.1(a)(1) for the following reasons:

NOTE: The following exemptions may not be acceptable for use in all counties:

- Exempt from fee per GC27388.1 due to being recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on (date) as document number of Official Records, or,
- Exempt from fee per GC27388.a due to the maximum fees having been paid on documents in the transaction(s) recorded previously on (date) as document number(s) of Official Records, or,
- Partially exempt from fee per GC27388.1. Only \$75.00 to be charged as \$150.00 in fees having been paid on documents in this transaction(s) recorded previously on (date) as document number(s) of Official Records, or,
- Exempt from fee per GC27388.1 due to it being recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier. The recorded document transferring the dwelling to the owner-occupier was recorded on (date) as document number(s).

THIS PAGE ADDED TO PROVIDE SENATE BILL 2 EXEMPTION INFORMATION
(Additional recording fee applies)

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

DZIDA, CAREY & STEINMAN (HLO)
3 Park Plaza, Suite 750
Irvine, CA 92614

(Space Above For Recorder's Use)

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR BRIGHTON LANDING
(Sheffield & Preston – Phase 1)**

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR BRIGHTON LANDING ("*First Amendment*") is made on Dec. 15, 2021, by THE NEW HOME COMPANY NORTHERN CALIFORNIA LLC, a Delaware limited liability company ("*Declarant*").

P R E A M B L E:

A. Declarant is the developer of that certain residential development commonly known as "Brighton Landing" ("*Project*") in the City of Vacaville, County of Solano, State of California.

B. In connection with the development of the Project, Declarant recorded the "Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Brighton Landing (Sheffield & Preston – Phase 1)" on November 21, 2019, as Instrument No. 201900085788, in the Official Records of the County ("*Declaration*").

C. Under Section 10.6 of the Declaration, for so long as Declarant owns any portion of the Project, Declarant may unilaterally amend the Declaration to conform the Declaration to local, state or federal laws or regulations. Therefore, in accordance with Section 10.6 of the Declaration, Declarant desires to amend the Declaration to comply with California Civil Code Section 4741, which generally provides that provisions in common interest development governing documents which prohibits, or has the effect of prohibiting or unreasonably restricting, the rental or leasing of any residences in the common interest development to a lessee or tenant, including without limitation requiring rental or lease terms longer than thirty (30) days, are unenforceable. Therefore, in accordance with Section 10.6 of the Declaration, Declarant desires to amend the Declaration to comply with state law.

NOW, THEREFORE, Declarant hereby declares and amends the Declaration as follows:

1. **Defined Terms.** Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Declaration.

2. **Rental Restrictions.** The third sentence of Section 2.1 of the Declaration is revised in its entirety to read as follows:

"Subject to any Owner occupancy requirements that may be separately imposed by Declarant and subject to the restrictions in Section 2.10 below, an Owner may rent or lease such Owner's entire Residence (not just a portion thereof) pursuant to a lease agreement provided that the Residence is rented pursuant to a lease or rental agreement which (a) is in writing, (b) includes a lease term that is not less than thirty (30) days, (c) is expressly made subject to all of the provisions of this Declaration and (d) provides that all tenants and their Families, agents and invitees are bound by the Declaration when present in the Properties and any failure by the tenants and their Families, agents and invitees to comply with the Declaration constitutes a default under the lease or rental agreement."

3. **Ratification.** Except as otherwise expressly provided herein, the Declaration is hereby ratified and confirmed.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has executed this First Amendment as of the date first set forth above.

THE NEW HOME COMPANY NORTHERN CALIFORNIA LLC, a Delaware limited liability company

By: 

Name: Mark Kawanaui

Title: SVP

By: _____

Name: _____

Title: _____

“Declarant”

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 Orange)

On December 15, 2021, before me, Lori Michel, a Notary Public, personally appeared Mark Kawarumi, 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 signature(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.

Lori Michel
Notary Public



(SEAL)

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 signature(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.

Notary Public

(SEAL)