

**The following notice is pursuant to California Government Code
Section 12956.1(b)(1))**

Notice

DocuSigned by:

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11/11/2022 | 1:03 AM PST

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 _____

First American Title Guaranty
1319 Travis Blvd., Suite A
Fairfield, California 94533
600398

PG 82605
RECORDED AT REQUEST OF
FIRST AMERICAN TITLE GUAR.
8:30 A.M.

DECLARATION OF RESTRICTIONS

BOOK JUL 31 1988

FOR

OFFICIAL RECORDS
SOLANO COUNTY CALIF

ORCHARD PARK SUBDIVISION

40366

James J. [Signature]
Recorder

DocuSigned by:

Walter Michaels

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WHEREAS, the undersigned is the owner of all real property in the County of SOLANO, State of California, more particularly described as follows:

Lots 1 through 28 inclusive, as shown on the map entitled: Subdivision, ORCHARD PARK, filed February 27, 1986, Series 9068, Map Book 46, page 37, Solano County Records.

WHEREAS, it is the desire of the undersigned owner to subject the said real property to the restrictions hereinafter set forth for the benefit of said property and for the present and future owners thereof;

NOW THEREFORE, said undersigned owner does hereby declare that all of the above-described real property is held and shall be conveyed subject to the following covenants and restrictions which shall be and operate as covenants running with the land, binding upon and inuring to the benefit of each owner, present and future, of each lot in said Subdivision

1. The word "lot" as used herein means the site for a dwelling and the grounds appurtenant thereto, whether said site consists of a lot or lots designated on said Map of Subdivision, ORCHARD PARK, or a combination of such lots or portions thereof.

2. The words "said property" shall mean all of the real property affected by this Declaration of Restrictions and refers to such property only.

3. The word "set-back" means the distance between the dwelling house or other structure referred to and the nearest line of the street referred to, measured perpendicularly or radially to the last mentioned line.

4. The word "street" means any street, highway, or other thoroughfare shown on said Map of Subdivision, ORCHARD PARK, regardless of what name or term shall be used on said Map to designate such street, highway, or thoroughfare.

5. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any residential lot other than one detached single family dwelling, not to exceed two and one-half stories in height and private garage.

6. 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 the 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 similarly approved. Approval shall be as provided in Paragraph 13. hereof.

7. No dwelling shall be permitted on any lot at a cost of less than \$75,000, (not to include cost of lot), 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 dwelling size. With respect to dwellings, no single story dwelling shall have less than 1500 square feet and no two story dwelling shall have less than 1500 square feet on the first floor, nor less than 500 square feet on the second floor.

8. No building shall be located on any lot nearer than twenty (20) feet to the front line or nearer than ten (10) feet to any side street line. No building shall be located nearer than five (5) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located forty (40) feet or more from the minimum building set-back line. No dwelling shall be located on any interior lot nearer than ten (10) 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.

9. No dwelling shall be erected or placed on any lot having an area less than 1500 square feet.

10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No industry or manufacturing or any kind shall be engaged in or carried on, and no hospital, sanitarium, or institution of a similar kind or like character shall be conducted or maintained on any of said lots, nor shall any trucks, wagons, trailers, equipment, or goods be parked, stored, or kept on the front portion of any lot in Subdivision, ORCHARD PARK, except during such time as the same are actually being used in connection with the construction of any residential building or appurtenant garage or outbuilding on any lot in said Subdivision

11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

12. The Architectural Control Committee is composed of:

1. David M. Roth
2. Mick Munir
3. Kenneth Griffen

A majority of the committee may designate a representative of the Committee to act for it. In the event of the 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 the 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 to restore to it any of its powers and duties.

13. 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 with thirty (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.

14. No animals or birds or fowl of any kind shall be kept or bred on any lot in the tract other than conventional and customary household pets in reasonable numbers and of such types so as not to cause any annoyance or nuisance in the neighborhood.

15. No commercial vehicles exceeding one-half ton gross weight shall be parked or kept or permitted to remain in front of any residential lot or in any driveway overnight, nor shall any such vehicle be parked in front of any residential lot or any driveway during the daytime for a longer period than is reasonable necessary to load or unload such vehicle.

16. 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.

17. 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.

18. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six (2' and 6') feet above the roadways, shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty (20) feet from the intersection of the street lines, or in the case of a rounded corner from the intersection of the street property lines, extended. 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.

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

20. Slope control areas are reserved in accordance with the grading established within the Subdivision. Within these slope control areas no structure, planting, or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

21. All of the covenants and restrictions set forth in this Declaration of Restrictions are imposed upon said property to the extent herein contained for the direct benefit thereof as a part of the general plan of development and improvement thereof hereby adopted by said owner. Said covenants and restrictions shall run with the land and continue to be in full force and effect and shall be binding upon said owner and all persons claiming under them for a period of thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

22. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

23. The invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

24. Nothing contained in this Declaration shall defeat or impair the lien of any mortgage or deed of trust, but title to any property acquired through foreclosure or sale of any mortgage or deed of trust shall be held subject to all of the provisions hereof.

25. In the event said owner shall convey all of its right, title, and interest to any partnership, individual or individuals, corporation or corporations, in and to the real property described herein, then and in such event, said owner shall be relieved of the performance of any further duty or obligation hereunder, and such other partnership, individual or individuals, corporation or corporations, had originally been named herein as owner.

SHARIF-MUNIR-DAVIDSON DEVELOPMENT CORPORATION,
a Texas Corporation

By:

[Handwritten Signature]
PRES.

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared RAMSEY M. MUNIR, President of SHARIF-MUNIR-DAVIDSON DEVELOPMENT CORPORATION, a Corporation known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration herein expressed, in the capacity therein stated, and as the act and deed of said Corporation.

GIVEN UNDER MY AND SEAL OF OFFICE on this the 17 day of July, A.D. 1986.

[Handwritten Signature]
NOTARY PUBLIC IN AND FOR DALLAS COUNTY,
TEXAS
My Commission Expires: 11-29-86