

seller: X John Tom

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.

**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.

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 _____

DECLARATION OF ESTABLISHMENT OF PROTECTIVE RESTRICTIONS, COVENANTS AND
 CONDITIONS AFFECTING THE REAL PROPERTY KNOWN AS
 PORTION OF SECTIONS 48 AND 49, RANCHO DEL PASO, HILLSDALE UNIT NO. 1,
 WHICH IS SITUATED IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

THIS DECLARATION, made by David D. Bohannon Organization, a California corporation, hereinafter called the Declarant.

W I T N E S S E T H:

WHEREAS, The Declarant is the owner of a certain tract of land in the County of Sacramento, State of California, described as follows:

Lots 1 to 199, inclusive as shown on the "Plat of Hillsdale Unit No. 1" recorded in the office of the County Recorder of Sacramento County on March 17, 1959, in Book 52 of Maps, Map No. 32.

WHEREAS, The Declarant is about to sell, dispose of, lease or convey in portions said hereinabove described property which it desires to subject pursuant to a general plan or scheme of improvement, to certain easements, restrictions, conditions, covenants, agreements between it and the acquirers or users of said property as hereinafter set forth.

NOW, THEREFORE, Declarant declares that said hereinabove described property is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following easements, restrictions, covenants and agreements between Declarant and the several owners and purchasers of said property and their heirs, successors and assigns.

USE OF STRUCTURES

Section 1. A temporary sales office and/or temporary construction buildings may be constructed and maintained by Declarant on any lot into which said property may subsequently be divided. Except as otherwise expressly provided above in this Section 1, no structure may be constructed or maintained on any of the lots into which said hereinabove described property may be subdivided and not expressly excluded from the operation of this instrument other than single family dwellings and appurtenant subsidiary outbuildings including garages for private use. No building constructed or maintained on any lot within the operation of this instrument shall be used for any purpose other than those expressly provided for in this Section 1 with respect to that particular lot.

BUILDING SITE AREA

Section 2. Each single family dwelling, together with its accessory buildings, shall be located on at least one lot as shown on a regular subdivision map of record.

COMMERCIAL USES

Section 3. No trade or commercial activity shall be carried on upon any portion of the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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EASEMENTS

Section 4. Easements for the installation and maintenance of public utilities are reserved as shown on the recorded Map.

TEMPORARY STRUCTURES

Section 5. No trailer, basement, tent, shack, garage, barn or other outbuilding situated or 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.

TRAILERS

Section 6. No trailer shall be kept or stored, unless located within a garage on the front half of any lot or the side adjacent to the street of any corner lot, upon said property for a period of time exceeding thirty-six (36) hours.

SIGNS

Section 7. No signs or other advertising device of any character shall be erected, posted, displayed or permitted upon or about any part of said real property, except that Declarant reserves the right to maintain on the said property a sign or signs such as it may deem desirable to assist in disposing of said property by sale, lease or otherwise.

FENCES

Section 8. No hedge, fence or wall shall be grown or constructed or maintained on that portion of a building site between the front line of the main building and the street line or across the front of the building site, that exceeds four (4) feet in height, nor on that portion of the building site back of the front line of the main building, that exceeds seven (7) feet in height, except as Declarant may vary the height or location of fences in accordance with its original architectural plans.

MINIMUM SIZE

Section 9. No dwelling having a minimum ground floor of less than 950 square feet, exclusive of open porches and outbuildings shall be permitted on any lot.

CONSTRUCTION MATERIALS AND METHODS

Section 10. When the erection of any building is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time. No building shall be occupied during construction or until made to comply with all requirements as set forth herein. Every building or other structure placed on any part of said property shall be constructed from new material except with written approval of the Declarant.

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YARDS

Section 11. All front yards and rear yards and the locations of all accessory buildings shall conform to applicable ordinances of the County of Sacramento, but in no case shall setbacks be less than the following:

- a. Minimum front yard setback twenty-five (25) feet.
- b. Minimum side yard setback along the street line of a corner lot, twelve and one-half (12½) feet.
- c. Minimum side yard setback for main building five (5) feet to exterior stud line.
- d. Garages shall hold the same front yard setback as main buildings and a side yard setback of not less than five (5) feet unless garage is constructed on rear half of lot, in which case garage may be constructed within two (2) feet of the lot line of an adjoining lot.

APPROVAL OF PLANS

Section 12. No building, fence, wall, tent or structure shall be commenced, erected, altered, or maintained upon any part of said property unless complete plans and specifications therefor, showing the nature, kind, shape, height, construction, materials and color scheme and the location of such structure on the building site and when requested, the grading plans of the building site to be built upon, shall have been submitted to, and approved in writing by Declarant. The Declarant shall have the right to refuse to approve any such plans or specifications, grading, plans, material or color scheme that are not suitable or desirable, in its opinion, for esthetic or other reasons.

MUTUAL BENEFITS

Section 13. The term "said lots" as used in the following portions of this instrument shall mean and refer to all lots into which said hereinabove described property may be subdivided. All of said restrictions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and all of said lots and shall create mutual and equitable servitudes upon each of said lots in favor of each other of said lots and shall create reciprocal rights and obligations between the respective owners of all of said lots and shall create a privity of contract and estate between the respective grantees of said lots, successors and assigns, and shall, as to the owners of each of said lots, his heirs, successors and assigns, operate as covenants running with the land for the benefit of all other of said lots.

DURATION OF RESTRICTIONS

Section 14. All of the covenants, agreements, easements, restrictions and conditions herein contained shall continue and remain in full force and effect until December 1, 1985 and shall as then in force be continued automatically and without further notice from that time for a period of ten (10) years and thereafter for successive ten (10) year periods, unless with the six (6) months prior to the expiration of any ten (10) year periods thereafter, a proper written agreement

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executed by the then recorded owners of more than two-thirds in area of said lots exclusive of streets, parks, parkways and other public or quasi-public areas, be placed on record in the Office of the County Recorder of the County of Sacramento, State of California, by the terms of which agreement any of said covenants, agreements, easements, restrictions, conditions and charges are changed, modified or extinguished.

BENEFIT OF RESTRICTIONS

Section 15. The provisions herein contained are for the benefit of each owner of one or more of said lots (or interest therein) and they and each thereof, shall inure to and pass with each and all of said lots, and shall apply to and bind the respective successors in interest of Declarant. Each grantee of Declarant of any one or more of said lots by acceptance of a deed incorporating the substance of this Declaration either by setting it forth or by reference therein, accepts the same subject to all restrictions, conditions, covenants, and reservations and the jurisdiction, rights and powers of the Declarant. As to each owner of one or more of said lots, the said restrictions, conditions and covenants shall be covenants running with the lands, and the breach of any thereof, and the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by Declarant, its successors or assigns, or by any such owner of any other of said lots.

MORTGAGE PROTECTION

Section 16. All restrictions, covenants, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages and/or deeds of trust now or hereafter executed covering real property shown on said Map and none of said restrictions, conditions, agreements or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust, but it is distinctly understood and agreed that if any portion of said property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sales, his or its successors or assigns shall hold any and all property so purchased and subject to all of the restrictions, covenants, agreements and other provisions of this Declaration.

RIGHT TO ASSIGN

Section 17. Any or all of the rights, titles, easements and estates given to or reserved by Declarant herein contained may be assigned in whole or in part to any person or corporation and wherever Declaration is herein referred to, such reference shall be deemed to include its successors in interest. If for any reason Declarant cannot act after a twenty day period then the record owners of all of said lots may elect three of their number to act as a committee and said committee shall have all of the rights, titles, easements and estates given to, or reserved by Declarant.

OIL AND MINING OPERATIONS

Section 18. 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.

LIVESTOCK AND POULTRY

Section 19. 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.

GARBAGE AND REFUSE DISPOSAL

Section 20. No lot 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

WATER SUPPLY

Section 21. No individual water supply system shall be permitted on any lot.

VALIDITY

Section 22. All of the restrictions, covenants and reservations contained in the Declaration shall be construed together but if it shall at any time be held that any one of said restrictions, covenants or reservations is invalid, or for any reason becomes unenforceable, no other restriction, conditions, covenant or reservation or any part thereof, shall be thereby affected or impaired.

MARGINAL NOTES

Section 23. The marginal notes, headings and phrases as to the contents of particular sections are inserted only as a matter of convenience and for reference and in no way are, or are they intended to be a part of this Declaration or in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer.

Section 24. Whenever required by the context, the singular number shall include the plural number and the masculine gender shall include the feminine and neuter gender.

IN WITNESS WHEREOF, said Declarant has, by its proper officers, thereunto duly authorized, caused its corporate name to be signed hereby as of the 20th day of May, 1959.

DAVID D. BOHANNON ORGANIZATION

By: *[Signature]*

vice president

By: *[Signature]*

Assistant Secretary

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STATE OF CALIFORNIA)
(ss.
County of San Mateo)

On this 20th day of May, 1959, before me, Alma Myers,
Notary Public in and for the County of San Mateo, State of California,
residing therein, duly commissioned and sworn, personally appeared
WILLIAM D. BOHANNON and OPHELIA E. BOHANNON, known to me to be the
persons who executed the within instrument and acknowledged to me
that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal in the County of San Mateo, the day and year
in this certificate first above written.

Alma Myers
Notary Public in and for the County of
San Mateo, State of California

My commission expires August 11, 1961

3781-502
OFFICIAL RECORDS
SACRAMENTO COUNTY CALIF.
RECORDED AT REQUEST OF
SACRAMENTO ABSTRACT AND TITLE CO
1959 MAY 21 PM 2 40

SEAL

Edward J. Hooper
COUNTY RECORDER

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