

DocuSigned by:  
*The Renner Family Trust*  
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5/22/2024 | 7:47 AM PDT

**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/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 \_\_\_\_\_

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DocuSigned by:

The Renner Family Trust

5/22/2024 7:47 AM PDT

WHEN RECORDED MAIL TO:  
Brown Construction, Inc.  
P. O. Box 329  
Davis, California 95616  
Escrow No. 42112

13669

14439

DECLARATION OF RESTRICTIONS  
COUNTRY LANES ESTATES NO. 1

DAVIS PROPERTIES, L.P., a California limited partnership herein designated Declarants, owners of a certain subdivision and tract of land situated in the County of Yolo, State of California, known generally and described as Country Lanes Estates No. 1 according to the Official Plat thereof, filed for record on September 13, 1972 in the Office of the County Recorder of Yolo County, in Book 1 of parcel Maps, at Page 65 do hereby certify and declare that they have the following restrictions, covenants and conditions subject to which all lots, parcels and portions of said subdivision shall be held, used, leased, sold and conveyed, each of which is for the benefit of said property and each and every lot and parcel thereof and shall apply to and bind the respective heirs, executors, administrators, successors in interest and assigns of the Declarant as follows:

1. No buildings other than one semi-detached single-family private residence, a private garage for the use of the occupants of such residence and other usual and appropriate outbuildings strictly incidental to and appurtenant to a private residence, shall be erected or maintained on any lot or plot in said subdivision and subject to said exception, no use whatsoever except in connection with the use and improvements as the side and grounds of private residence, shall be made of any lot or plot therein. The term "Private residence", as used herein, is intended to exclude every form of boarding or lodging house, sanitarium, hospital and the like, but is not intended to exclude a "Guest house" for the entertainment of social guests, nor servants quarters for servants or other employees employed upon the premises.

2. No residence or dwelling shall be erected or permitted to remain on any lot in said subdivision having a total floor area, exclusive of open porches, garage or other outbuildings less than 850 feet per unit.

3. No building shall be located on any lot nearer to the front line or nearer to the side street line than 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 25 feet to any side street line. No dwelling shall be located on any interior lot nearer to the rear lot line than the City of Davis may permit.

As to side property lines, the following limitations shall prevail:

(a) The property line between two lots shall be designated a common wall property line so that one building comprises two single family dwelling units may be placed so that the center of the common wall separating the two dwelling units will be on this line.

It is the intention of the above restriction that no two buildings (each of couplets shall contain two dwelling units) shall be closer than 12 feet to each other.

For the purposes of this covenant, eaves, steps, chimneys and air conditioning equipment 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. Either frontage of any corner lot may be designated as "front" and the other shall be called the side.

4. No dwelling shall be erected or placed on any lot having a width of less than 25 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 2500 square feet, except that a dwelling may be erected or placed on any original lot as shown on the recorded plat.

THIS DOCUMENT IS BEING RE-RECORDED FOR NAME CHANGE.

1034 REC 89  
1035 REC 588

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5. Declarant hereby certifies and declares that Declarant has established and does hereby establish the following general plan for the protection and benefit of all of said real property and has fixed and does hereby fix the following covenants, conditions and restrictions upon and subject to which each and all the lots and areas herein shall be hereafter held, used, occupied, leased, sold and/or conveyed. All of the limitations, covenants, conditions and restrictions shall run with the real property, or any interest therein, and shall be binding upon all parties owning or acquiring any rights, title or interest therein in the described real property, or any part thereof, and shall be for the benefit of each owner of any interest in the real property and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

Said covenants, conditions and restrictions are as follows, to-wit:

6. **DEFINITIONS.** The property interest conveyed by the Declarant is designated an ownership. The Grantee (or the Grantees) is designated an owner, the area in which the Grantee is given the exclusive right of use and occupancy is designated as "unit" and the owner of the other living unit located on the other side of the common wall shall be known as the adjoining owners.

"That said lots shall be used for residential purposes only and that no buildings or buildings shall be erected, constructed, altered or maintained on any lots other than a unit containing one (1) semi-detached single family dwelling together with customary outbuildings as permitted by the zoning then in existence or established by the City of Davis."

7. **ADDITIONS - ALTERATIONS.** No owner shall add to, alter or construct any structural change beyond the confines of the unit and/or area conveyed for his exclusive use and occupancy without first having obtained written consent from the local governing agency.

8. **COMMON OR PARTY WALLS.** The owners of adjoining units shall have equal rights to use of party walls, except that each shall have the exclusive right to the use of the interior surface of the wall on his side. Neither owner shall use any portion of the wall so as to interfere with the use and enjoyment of the other owners. The centerline of this wall shall be considered to adjoin and abut against the property line from the bottom of the foundation over the full length or depth and height of any building so erected; however, should minor variations between centerline of the party wall and property line occur the finished wall of the completed structure shall take precedence over the building plans and shall be accepted by the owners, their heirs or assigns as being the true party wall.

Each owner shall maintain his own structure in good condition and repair at all times, at his expense, and shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise re-finish and decorate his unit at his discretion, subject to covenant 11, as set forth hereinafter.

9. **INSURANCE.** Each owner shall maintain in effect at all times fire insurance with special form coverage insuring his unit in an amount equal to its full insurable replacement value. The policy shall contain an endorsement preventing cancellation by the company without 15 days prior notice to the adjoining owners. The owner of each adjoining unit shall be responsible for the insurance premium covering his respective unit.

A. Nothing shall be done or kept in any unit which will by nature increase the rate of the insurance, and no activity shall be conducted which might result in the cancellation of any insurance or which would violate any law.

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## YALO COUNTY

- B. In the event either or both of the adjoining units should be encumbered by a mortgage or Deed of Trust monies for insurance premiums may be impounded on a monthly basis as determined by the mortgagee.
- C. If a unit is damaged by fire or other casualty against which it is insured and said damage is limited to a single unit the insurance proceeds shall be used by the owner of said unit to restore the said unit to its original condition.
- D. In the event both units are damaged by fire or casualty against which they are insured, to such an extent as to be considered impractical to repair, both owners of the adjoining units may elect not to rebuild.
10. TAXES: Each owner shall execute such instruments and take such action as may be necessary to obtain separate assessment of each ownership. Each owner shall be obligated to pay the taxes, assessed by the County Assessor against his unit, including the real property and personal property.
- A. In the event either or both of the adjoining units should be encumbered by mortgage or Deed of Trust. monies for taxes may be impounded on a monthly basis as determined by the Mortgagee.
11. EXTERIOR ALTERATIONS. No alterations shall be made in the exterior design or color of any structure unless such alterations, are in keeping with and harmonious to the area in general.
12. ARBITRATIONS. In the event a dispute occurs between an owner and an adjoining owner over the applications of these restrictions the same shall be submitted to the architectural control committee, composed of John H. Simmons, William T. Brown and Dottie Brown, which committee shall act as an arbitrating tribunal.
- The arbitrating tribunal shall have complete control of the conduct of the arbitration and may specify any rules or regulations with reference thereto not to conflict herewith. The decision of a majority shall be the decision of the arbitrating tribunal, and shall be final. The technical rules of evidence shall be waived in the discretion of the tribunal. The parties are entitled to be represented by counsel and to be heard, provided, however, that nothing herein contained shall limit the power of the arbitrating tribunal to control the manner, method and conduct of the proceedings and the presentation of the evidence, subject always to the requirement that the parties be given a fair and impartial hearing. Where not inconsistent herewith the rules of the American Arbitration Association apply.
- All hearings shall be held within the limits of the City of Davis.
- In any arbitration the arbitrators shall have the broadest possible power permitted by law to frame their award or decision so as to do substantial justice between or among the parties. The Grantees herein agree that they will faithfully observe the contents of this document and the rules and that they will abide by and perform any award or decision rendered pursuant to this agreement, and a judgment of the court having jurisdiction may be entered upon the award.
13. NO TENTS, SHACKS, ETC. No tents, shacks, trailers, basement, garage or outbuildings shall at any time be used on any lot as a residence either temporarily or permanently, nor shall any residence of a temporary character be constructed, placed or erected on any lot.



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14. No trailer, garage or other outbuildings shall be used as a temporary or permanent residence, nor shall any residential structure be moved on to said subdivision from any other location. When the erection of any structure has begun, the work thereon must be prosecuted diligently and said structure must be completed within a reasonable time.

15. 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 purposes.

16. No fence or hedge exceeding four (4) feet in height shall be erected or permitted to remain or allowed to grow nearer any street than the setback lines shown on the record plat.

17. No buildings, fence or wall or other permanent structure shall be erected, altered or placed on any lot in said subdivision until building plans, specifications and plot plat showing the location of structure on the lot have been submitted to an approved in writing as to conformity and harmony of external design and as not interfering with the reasonable enjoyment of any other lot by an Architectural Committee composed of John M. Simmons, William T. Brown and Dottie Brown.

Upon failure by the committee or its designated representatives to approve or disapprove such plans and specifications within thirty (30) days after the same have been properly presented, approval thereof will be deemed to have been made, provided the proposed construction complies with all of the provisions of this declaration. If any member of the Committee resigns or is unable to act, the remaining members shall appoint his successor. Pending such appointment, the remaining members shall discharge the functions of the Committee. At any time the Committee may be recorded statement to that effect relinquish the right herein reserved to appoint and maintain the Committee and at such time the then record owners of fifty per cent (50%) or more of the lots in said subdivision may elect and appoint a Committee of three (3) or more of such owners to assume and exercise all of the powers and functions of the Architectural Committee herein specified. No member of any committee shall receive any compensation or make any charge for his services as such.

18. If any restrictions, covenant or condition herein specified, or any part thereof, is invalid or for any reason becomes unenforceable, no other restrictions, covenants, or conditions or any part hereof, shall be thereby affected or impaired.

19. Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or Deed of Trust made in good faith and for value, but title to any property subject to this Declaration obtained through sale in satisfaction of any such mortgage or Deed of Trust shall thereafter be held subject to all of the restrictions and provisions hereof.

20. The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each lot in said subdivision, and failure by the Declarant to any other person or persons entitle so to do to enforce any measure or provision upon violation thereof, shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

21. These covenants, restrictions and agreements shall run with the land shall continue in full force and effect until July 1, 2012, at which time the same shall be automatically extended for successive periods of ten (10) years, unless by a duly executed and recorded statement of the then owners of fifty per cent (50%) or more of the lots in the said subdivision, as shown on the recorded map thereof, elect to terminate, or amend said restrictions in whole or in part.

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22. Each Grantee of a conveyance of purchaser under a Contract or Agreement of Sale by accepting a Deed or a Contract of Sale or Agreement of Purchase, accepts the same subject to all of the covenants, restrictions, easements and agreements set forth in this Declaration and agrees to be bound by the same.

Damages for any breach of the terms, restrictions and provisions of this Declaration are hereby declared not by adequate compensation but such breach and/or the continuation hereof, may be enjoined or abated by appropriate proceedings by the Declarant, or by an owner of any other lot or lots in said subdivision.

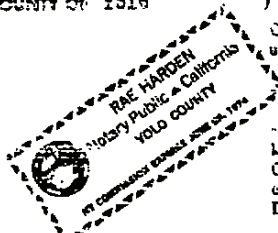
IN WITNESS WHEREOF, the undersigned has executed this instrument this 18th day of September, 1972.

DAVIS PROPERTIES, LTD.,  
a California limited partnership

*David E. MacLellan*

By \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF YOLO



ON September 18, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David E. MacLellan

known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-laws or a Resolution of its Board of Directors.

Notary's Signature *Rae Harden*  
Type or Print Notary's Name Rae Harden

CORPORATION ACKNOWLEDGMENT  
Manager or Officer  
Form No. 14

1035 REC 580

1034 REC 83



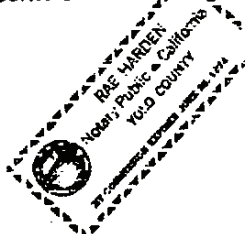
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Yolo County

VOL. 1035 PAGE 89  
 OFFICIAL RECORDS  
 RECORDED AT REQUEST OF  
 IRANS AMERICA  
 TITLE INS. CO.  
 OCT 5 1972  
 At 7 Min. Past 1 O'clock P.M.  
 YOLO COUNTY, CALIFORNIA  
 \$8.00

VOL. 1035 PAGE 89  
 OFFICIAL RECORDS  
 RECORDED AT REQUEST OF  
 IRANS AMERICA OF  
 TITLE INS. CO.  
 SEP 19 1972  
 At 25 Min. Past 2 O'clock P.M.  
 YOLO COUNTY, CALIFORNIA  
 \$8.00

STATE OF CALIFORNIA  
COUNTY OF Yolo



SS \_\_\_\_\_, 1972 before me, the  
 ON: October 1  
 undersigned, a Notary Public in and for said County and State personally appeared  
 David E. MacLellan

known to me to be one of the partners of the partnership that executed the within  
 instrument, and acknowledged to me that such partnership executed the same.

Notary's Signature: Rae Hadden  
 Type or Print Notary's Name: Rae Hadden 14439

PARTNERSHIP ACKNOWLEDGMENT  
 Form No. 11

NOV 10 1972