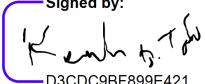


**The following notice is pursuant to California Government Code
Section 12956.1(b)(1))**

Signed by:

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4/24/2025 | 4:03 PM PDT

Notice

Signed by:
Debra K. Tobin, Successor Trustee
E4FA5108FE1749C...
4/23/2025 | 3:42 PM PDT

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/their/her 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 _____

Signed by:
[Signature]
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DECLARATION OF TRACT RESTRICTIONS

Signed by:
Debra K. Tobin, Successor
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4/23/2025 3:42 PM PDT

NORTH AMERICAN TITLE GUARANTY CORPORATION, SACRAMENTO DIVISION, a corporation, herein designated Declarant, owner of certain property situate in the County of Sacramento, State of California, known and generally described as EVERGREEN ESTATES UNIT NO. 4, according to the official plat thereof, filed for record in the office of the Recorder of Sacramento County on the 19th day of February, 1957, in Book 46 of Maps, Map No. 4, does hereby certify and declare that it has established and does hereby establish the following restrictions, covenants and conditions subject to which all lots, parcels and portions thereof shall be held, used, leased, sold and conveyed, each of which is for the benefit of said property and of each and every lot and parcel thereof and shall apply to and bind the respective successors in interest and assigns of Declarant, as follows:

1. No buildings other than one 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 in said subdivision; no use whatsoever except in connection with its use and improvement as the site and grounds of a private residence, shall be made of any lot or plot therein. The term "private residence" is intended to exclude every form of multi-family dwelling, 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 eight hundred and fifty (850) square feet.

3. No structure or any part thereof shall be erected upon any lot or lots nearer to the street or streets adjacent thereto than the setback line shown and delineated on said official map or plat of

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3273 242

said subdivision. No dwelling (including garage or other structure physically a part of such dwelling) shall be erected on any lot nearer than five (5) feet from the side boundary thereof, except that no side yard shall be required for a garage or other permitted accessory building located forty feet (40') or more from the minimum building setback line.

4. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than six thousand (6,000) square feet.

5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residential structure be moved on to said subdivision from any other location. This shall not be construed and is not intended to restrict the erection of quarters for domestic servants in connection with the garage or other outbuildings, but such quarters shall be built after or concurrently with the erection of the main dwelling on the lot and not before. When the erection of any structure is once begun, the work thereon must be prosecuted diligently and it must be completed within a reasonable time.

6. No fences of any material shall be installed on any lot which are over eight (8) feet in height in the back yard or side yard area of any lot; no fences or hedges of any kind shall be installed in the front yard of any lot beyond the building set-back line.

7. 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.

8. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the

21977

BOOK 3273 PAGE 243

building with respect to topography and finished ground elevation, by a committee composed of the subdividers who will serve until such times as a committee is appointed or elected by the owners of the tract to take over such controls, or by a representative designated by a majority of the members of said committee, in the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee, or its designated representatives fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The power and duties of such committee, and of its designated representative shall cease on and after March 1, 1967. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

9. As to lots numbered 1 to 15, inclusive: No reduction in elevation or in section shall be made of the embankment to be constructed within the northerly thirty feet of said Lots 1 to 15, inclusive; said embankment shall at all times be maintained intact and no excavation or tunneling shall be made therein, nor shall any structure be erected or maintained thereon that in any manner could impair the usefulness of said embankment for flood control purposes.

21977

3273 244

10. 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.

11. If any restriction, covenant or condition herein specified, or any part thereof, is invalid or for any reason become unenforceable, no other restriction, covenant or condition, or any part thereof, shall be thereby affected or impaired.

12. 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.

13. 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 described herein, and failure by Declarant or any other person or persons entitled 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 so to do.

21977

14. These covenants, restrictions and agreements shall run with the land and shall continue in full force and effect until January 1, 1980, at which time the same shall be automatically extended for successive periods of ten(10) years, unless by a duly executed and recorded statement the then owners of fifty per cent (50%) or more of the lots described herein, as shown on the recorded map thereof, elect to terminate, or amend said restrictions in whole or in part.

15. Each grantee of a conveyance or 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.

BOOK 3273 PAGE 245

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

IN WITNESS WHEREOF, Declarant has caused these presents to be executed by its officer thereunto duly authorized this 29th day of March, 1957.

NORTH AMERICAN TITLE GUARANTY CORPORATION, SACRAMENTO DIVISION.

BY R. S. Durant
Assistant Secretary

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SEAL

STATE OF CALIFORNIA
COUNTY OF

On.... March 29 1957... before me, the undersigned, a Notary Public in and for said County and State personally appeared

..... R. S. Durant, Assistant Secretary of North American Title Guaranty Corporation, Sacramento Division

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.

(Seal)

SEAL

CORPORATION
ACKNOWLEDGEMENT
Manager or Officer
Form No. CA-21

..... Ruth Plunkett
Notary Public in and for said County and State

BOOK 3273 PAGE 245
OFFICIAL RECORDS
RECORDED AT REQUEST OF
North American Title Guaranty Corporation
Sacramento Division

APR 1 - 8 01 AM 1957

Remond Hooper
SACRAMENTO COUNTY RECORDER

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