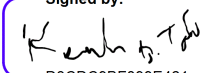
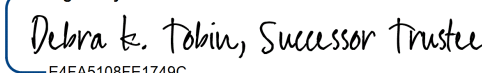


**The following notice is pursuant to California Government Code
Section 12956.1(b)(1))**

Signed by:

D3CDC9BF899E421...
4/24/2025 | 4:03 PM PDT

Notice

Signed by:

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 _____

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

Notice

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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 _____

Signed by: *Howard Kimbrough*
D3CDC9BF899E421...

4/24/2025 | 4:03 PM PDT

Signed by: *Debra K. Tobin, Successor Trustee*
E4FA5108FE1749C...

4/23/2025 | 3:42 PM PDT

day of March, 1912.

It is covenanted that the grantees herein pay all of the County and City taxes for the year 1917.

IN WITNESS WHEREOF, the Secretary of said Corporation has subscribed the name of said Corporation hereto and hereunto affixed its Corporate Seal, this 21st day of August, in the year A.D. Nineteen Hundred and Seventeen, he being authorized so to do, as the act of said Corporation, by a resolution regularly passed and adopted by the Board of Directors of said Corporation.

(Corp.)
(Seal)

Wright and Kimbrough,

By Howard Kimbrough, Secretary.

State of California,)
()
County of Sacramento.)

SS.

On this 21st day of August, in the year A.D. 1917, before me, P.M. Hodgson, a Notary Public in and for

said County of Sacramento, residing therein, duly commissioned and sworn, personally appeared Howard Kimbrough, known to me to be the Secretary of the Corporation that executed the within instrument, and acknowledged to me that such Corporation executed the same.

(Seal)

P.M. Hodgson Notary Public in and for the
County of Sacramento, State of California.

Recorded at request of Wright & Kimbrough Aug. 29, 1917 at 4h 22' P.M.

Arcade Park Co.,)
-to-)
Thomas J. Cox.)

THIS INDENTURE, made and entered into this 20th day of August, 1917, by and between Arcade Park Co., A Corporation, duly organized, acting and existing under and by virtue of the laws of the State of California, hereinafter known as grantor, and

Thomas J. Cox of the County of Sacramento, State of California, hereinafter known as Grantee;

WITNESSETH:-That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), Gold Coin of United States of America, to it in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto said Grantee, all that certain lot, piece or parcel of land situate, lying and being in the County of Sacramento, State of California, and being bounded and particularly described as follows, to-wit:-
Lots numbers 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 132, 133, 134, 135, 136, 137, 138A and 138B of Arcade Park, as shown upon the Map of said Arcade Park, which Map was filed in the office of the Recorder of the County of Sacramento, State of California, on the 18th day of July, 1912.

This conveyance is made on these express conditions, subsequent, each of which is of the essence and a part of the consideration hereof, and form a part of the general scheme restricting the use of the above described and adjoining property for the mutual benefit and advantage of the parties hereto, and of the purchasers thereof, and are intended to enhance the value of the above described and adjoining property, and to increase its desirability for residence purposes and which conditions are as follows, to-wit:

First:- No lot facing the City Park shall be used for other than residence purposes.

Second:- No dwelling house costing less than \$2500 shall ever be built or maintained on any lot having a frontage on Del Paso Park; and no dwelling house or other building on any lot facing Del Paso Park shall be placed nearer than 75 feet from the road;

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Third:- No trees of any kind shall ever be out on any tract without the consent of the Grantor;

FOURTH-No dams or obstructions of any kind shall ever be placed in Arcade Creek without the express permission in writing secured from the Grantor;

Fifth:- No open vault shall ever be dug or permitted to be dug or maintained upon any lot having a frontage facing said Park; and no home shall be built on any such lots unless the same be equipped with modern patent sanitary toilets and all plumbing must be connected with air-tight cess_pools;

Sixth:- No cemetery, burial ground, crematory, or any place for like or similar purposes, and no slaughter house, tannery, dumping ground for refuse or other matter deleterious to the health of the community, offensive to sight or which will produce an offensive odor, shall ever be built, erected, kept, used or maintained on said premises or any part thereof. (It is agreed by Grantor that Lots herein described do not face Del Paso Park.)

It is further provided, that the Grantee, his heirs, executors, administrators or assigns, or those holding or claiming under them, shall not use or cause to be used and shall not allow or authorize in any manner directly or indirectly, said premises or any part thereof, or the street or road in front of or along said premises, to be used for the purpose of vending intoxicating liquors for drinking on the premises, whether such vending shall be direct or under some evasive guise.

Upon a violation of any of the foregoing covenants or restrictions the title hereby granted shall pass to and be vested in the Board of Directors or Trustees, or the successors of the Board of Directors, or Trustees of the School District or by whatsoever name the district or division for school purposes embracing the lands described herein may be known, and they or their successors shall be entitled to the immediate possession thereof. Provided, that any boni-fide mortgagee of said premises, in case the foregoing covenants shall be broken, shall have the option to at once claim and enforce the foregoing reversion for himself, and for his own use and benefit; subject, however, to the foregoing covenants running against further violation thereof.

(In dedication of the streets, roads and alleys in said tract, to public use, or any road or lan, used as a public highway, there is hereby reserved for such use the right to vend or otherwise dispose of intoxicating liquors for drinking purposes and to that extent said streets or highways are, and hereby and forever shall remain, the property of said school district or division.)

The provisions for forfeiture to the school district or division, as hereinbefore provided for, are for the purpose of providing in perpetuity some person, natural or artificial, who shall have the right to assert and claim such forfeiture and the school district or division and the Board of Directors or Trustees thereof is specified to the end that the public school fund or the district or division, by whatever name it may be known, which embraces the lands herein described, shall have the benefit of the proceeds of such land, either by renting the same for some legitimate purpose or by selling the same for money, the same conditions to be attached to such sales.

(It is hereby expressly provided, however, that a boni-fide hotel of not less than fifty rooms may have the privilege of selling intoxicating liquors and a boni-fide restaurant may serve intoxicating liquors with meals, but such restaurant shall not maintain a bar or any semblance of a saloon.

It is also further provided that a general merchandise store established on any lot may sell intoxicating liquors in original packages provided that said liquor be not consumed on the premises.)

The Grantee covenants and agrees that a breach or violation on his part of any of the conditions, restrictions or covenants, contained in this indenture shall immediately terminate all rights and interest of said Grantee thereunder, and all right, title, ownership and interest whatsoever in and to said real property, and every portion thereof, shall immediately without notice or entry or compensation, or obligation of any kind to said Grantee, revert to and become absolutely vested as herein provided.

It is further agreed and understood that the covenants and agreements herein contained shall apply to and bind the heirs, administrators, and assigns of the respective parties hereto.

The Grantee herein assumes and agrees to pay all taxes and assessments that became a lien against the said ^{property} on the first Monday in March, 1917.

IN WITNESS WHEREOF, the Grantor has caused its President and Secretary to make and execute and deliver this conveyance and affix hereto the corporate seal and the Grantee has hereto set his hand the day and year first above written.

(Corporate Seal) Arcade Park Co., A Corporation,
By Walter L. Rennie, President.
By Robt. H. Hawley, Secretary.
Thomas J. Cox

State of California,)
County of Sacramento.) SS. On this Twentieth day of August, 1917 before me, Hedwig J. Anderson, a Notary Public in and for said County of Sacramento, duly commissioned and sworn, personally appeared Walter L. Rennie known to me to be the President and Robt. H. Hawley known to me to be the Secretary of the Corporation that executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the County of Sacramento, the day and year in this Certificate first above written.

(Seal) Hedwig J. Anderson Notary Public, in and for said Sacramento County, State of California.

State of California,)
County of Sacramento.) SS. On this 22d day of August in the year one thousand nine hundred and seventeen before me, Hedwig J. Anderson, a Notary Public in and for the County of Sacramento, personally appeared Thomas J. Cox known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(Seal) Hedwig J. Anderson Notary Public in and for the County of Sacramento, State of California.

Recorded at request of Sacramento Abstract & Title Co., Aug. 30, 1917 at 1h 33' P.M.

G.C. Simmons, et ux. (Trs.))
-to-)
Plymouth Investment Co.)

THIS INDENTURE made this 21st day of August, between G.C. Simmons and S.E. Simmons acting as trustees under the Deed of Trust hereinafter described and named as parties of the first part, and Plymouth Investment Company also known as Plymouth Investment Co., a Corporation organized and existing under the laws of the State of California, the party of the second part: