

Notice

“If this document contains any restriction based on 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. 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
WESTERN TITLE INSURANCE CO.

B7810-05 P355

When Recorded Return To:

Streng Bros. Homes, Inc.
8817 Williamson Drive
Elk Grove, California 95624
Attn: Jim Streng

OFFICIAL RECORDS
RECORDED AT REQUEST OF
Western Title Insurance Co.

OCT 5 8 00 AM 1978

Alvin U. Foster
ACTING SACRAMENTO COUNTY RECORDER

\$6.00

W.T. Order No. 276030-PCP

159785

DECLARATION OF TRACT RESTRICTIONS

Ich, Inc., a corporation, and Cal-Penn Builders, Inc., a corporation herein designated Declarants, owners of a certain subdivision and tract of land situate in the County of Sacramento, State of California, known generally and described as Lots 76 to 153 inclusive, of Williamson Ranch Unit #2 according to the official plat thereof, filed for record in the office of the County Recorder of Sacramento County, in Book 125 of Maps, Map No. 5, do hereby certify and declare that they have established and do hereby establish the following restrictions, covenants and conditions subject to which all lots, parcels, and portion of said subdivision 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 heirs, executors, administrators, successors in interest and assigned of the Declarant as follows:

1. No buildings other than single-family and two family private residences, 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 maintained on any lot or plot in said subdivision and subject to said exception, no use whatsoever except in connection with its use and improvements as the site and grounds of a 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 and 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 1000 square feet except for corner lots, which in addition to the above single family residence permits duplex residences and two unit attached residences, private garages for the use of occupants thereof and other usual and appropriate outbuildings, strictly incidentals to and appurtenant to a duplex residence or two unit attached residences. No duplex may be erected or permitted having a total floor area, exclusive of open porches, garages or other outbuildings less than 1,000 square feet per dwelling unit.

3. No trailer, garage or other outbuilding shall be used as 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 is once begun, the work thereon must be prosecuted diligently and said structure must be completed within a reasonable time.

4. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any parcel, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

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5. No trailers, boats, motor homes, commercial vehicles or inoperable cars shall be regularly parked or maintained on the street or streets adjacent to any lot, or on the driveway, or yard, upon any lot, unless the portion of driveway or yard so used is located to the rear of the front of house and is enclosed by a suitable fence.

6. No buildings, fence, wall, or other permanent structure shall be erected, altered or placed on any lot in said subdivision until building plans, specifications and plot plan showing the location of structures on the lot have been submitted to and 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 Jim Streng and Ann Evans. Upon failure by the Committee or its designated representative 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 the provisions otherwise of the declaration. If any member of the committee resigns or is unable to act, the remaining member shall appoint his successor pending declaration. If any member shall appoint his successor pending such appointment, the remaining member shall discharge the functions of the Committee. At any time the Committee may by a recorded statement to the 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 committee specified herein. No member of any Architectural Committee, however, created, shall receive any compensation or make any charge for his services as such.

7. If any restrictions, covenants or conditions therein specified, or any part hereof, is invalid or for any reason become unenforceable, no other restrictions, covenants or conditions or any part thereof, shall be thereby affected or impaired.

8. 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.

9. 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 or any other person or persons entitled to enforce any measure of provision upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

10. If, at any time it shall become necessary to amend said Restrictions in whole, or in part, it shall require a duly executed and recorded statement of the then owners of 75% or more of the lots described herein, as shown on the recorded map thereof.

11. These covenants, restrictions and agreements shall run with the land and shall continue in full force and effect until thirty-five (35) years from date of recordation hereof, 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 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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12. Each grantee of a conveyance or purchaser under a contract or agreement of sale by accepting a deed or a contract of sale of 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 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 in said subdivision.

Dated this 11th day of Sept. 1978.

ICH, INC., a corporation

By [Signature]

By Jim A. Strong, SECT.

CAL-PENN BUILDERS, INC., a corporation

By Jim A. Strong, PRES.

By [Signature]

The undersigned corporation, as Trustee, under that certain Deed of Trust recorded in Book 780821, Page 696 of Sacramento County Official Records, by these presents, hereby approve, consent to the preparation of these Restrictions, and hereby subordinate the lien of said deed of trust to these Restrictions.

Crocker Custody Corporation

[Signature]
[Signature]

STATE OF CALIFORNIA

County of Yolo

ss.

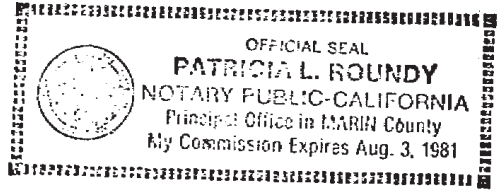
On September 11, 1978, before me, the undersigned a Notary Public, in and for said State, personally appeared G. Wm. Streng and Jim Streng known to me to be the President and the Secretary of the corporation that executed the within instrument, and also known to me to be the persons who executed it on behalf of such corporation, and acknowledged to me that such corporation executed the same, and further acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

My commission expires

Patricia L. Roundy
Notary Public

THE CAPITAL PRESS, SACRAMENTO, CALIF.

B7810-05 P358



STATE OF CALIFORNIA

County of Yolo

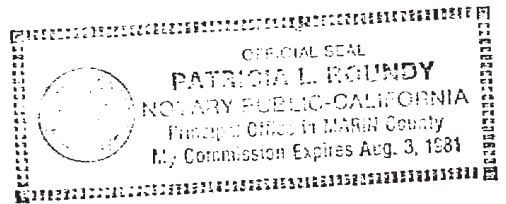
ss.

On September 11, 1978, before me, the undersigned a Notary Public, in and for said State, personally appeared Jim Streng and G. Wm. Streng known to me to be the President and the Secretary of the corporation that executed the within instrument, and also known to me to be the persons who executed it on behalf of such corporation, and acknowledged to me that such corporation executed the same, and further acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

My commission expires

Patricia L. Roundy
Notary Public

THE CAPITAL PRESS, SACRAMENTO, CALIF.



STATE OF CALIFORNIA

County of Sacramento

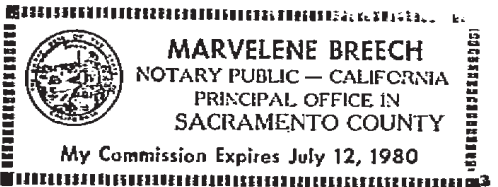
ss.

On September 11, 1978, before me, Marvelene Breech a Notary Public, in and for said State, personally appeared Allan Metzger and W. J. Bender known to me to be the Vice President and the Secretary of the corporation that executed the within instrument, and also known to me to be the persons who executed it on behalf of such corporation, and acknowledged to me that such corporation executed the same, and further acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

My commission expires

Marvelene Breech
Notary Public

THE CAPITAL PRESS, SACRAMENTO, CALIF.



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