



January 17, 2026

Dear Russell Ranch Homeowners,

As you may be aware, the Russell Ranch Homeowners Association has been working with the Superior Court to obtain approval of an amendment to the Association's Declaration of Covenants, Conditions, and Restrictions (CC&Rs) to remove the existing RUE restriction.

We are pleased to inform you that the amendment has been approved by the Superior Court and has now been officially recorded. Enclosed for your records is a copy of the recorded amendment.

As a result of this amendment, the Association will be establishing guidelines governing improvements that may be made within the RUE. These guidelines will be used by the Architectural Committee and the Board in the review and approval of future Architectural Improvement Applications to ensure consistency, compliance, and the preservation of the community's standards, keeping in mind the adherence to the court approved amendment.

Additional information regarding these guidelines will be provided once they have been finalized. In the meantime, should you have any questions regarding the amendment or the architectural review process, please contact the management company.

For properties that already have RUE improvements, the Association is working on a process to review and approve those over the next few weeks to ensure we are in compliance with court's ruling.

We are grateful for your continued support as we remain committed to strengthening and advancing the Russell Ranch community, ensuring it fulfills its vision as a premier property for years to come.

Sincerely,

Russell Ranch Homeowners Association
Board of Directors

**Russell Ranch Community Association
Government Code §12956.1**

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, veteran or military status, 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.

Notice. After January 1, 2022, a Restrictive Covenant Modification form with procedural information for appropriate processing with the Sacramento County Clerk/Recorder may be found at the following link:

<https://ccr.saccounty.gov/DocumentRecording/Pages/RestrictiveCovenant.aspx>



Sacramento County
Florence Evans, Clerk/Recorder

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

RUSSELL RANCH
COMMUNITY ASSOCIATION
c/o Baydaline & Jacobsen LLP
895 University Avenue
Sacramento, CA 95825
Attn: John D. Hansen, Esq.

Doc # 202512300495

12/30/2025 9:41:46 AM

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Titles 2

Pages 20

Fees \$247.00

Taxes \$0.00

PCOR \$0.00

Paid \$247.00

(Space Above For Recorder's Use)

FIRST AMENDMENT TO
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR
RUSSELL RANCH

**FIRST AMENDMENT TO
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR
RUSSELL RANCH**

This First Amendment to Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Russell Ranch ("First Amendment") is executed by the Russell Ranch Community Association ("Association"), a California nonprofit mutual benefit corporation.

RECITALS

A. An instrument entitled the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Russell Ranch was recorded on March 19, 2020, as Document Number 202003190895, in the Official Records of the County of Sacramento, as may have been amended by Supplemental Declarations or Declarations of Annexation ("Declaration").

B. The Declaration encumbers that certain real property located in the County of Sacramento, commonly known as Russell Ranch and more particularly described in Exhibit "A", and to the extent it has been annexed into the Development through a Declaration of Annexation or Supplemental Declaration, the property described in Exhibit "B" ("Development" or "Community"). If property described in Exhibit "B" has not yet been annexed into the Development, it shall be subject to this First Amendment upon such annexation.

C. The Association is the community association formed to manage the Development and to enforce the provisions of the Declaration, Bylaws, and Association Rules, as these terms are defined in the Declaration.

D. Not less than Sixty-Six percent (66%) of the Members of the Association approved this First Amendment pursuant to Section 13.2.2 of the Declaration and pursuant to the order of the Superior Court of California in and for the County of Sacramento, dated December 19, 2025, a copy of which is attached hereto as Exhibit "C". The City of Folsom has not exercised its authority to veto this First Amendment pursuant to Section 13.2.4 of the Declaration.

NOW, THEREFORE, upon the recordation of this First Amendment in the official records of the County of Sacramento, State of California, the Declaration shall be amended with respect to all property comprising the Development, as follows:

1. Slope Easement Areas. Section 7.12.4 of the Declaration is amended in its entirety to read as follows.


7.12.4 Slope Easement Areas. Each Owner of a Slope Easement Lot shall be responsible for maintaining the Slope Easement Area of such Owner's Slope Easement Lot in accordance with this Section, the City Entitlements and the requirements of any applicable Governing Authorities. Only the following is permitted in the Slope Easement Areas: (1)

living, irrigated landscaping (e.g., bare, exposed soil is prohibited); (2) retaining walls; and (3) stairs for access to the area. The Owners of the Slope Easement Lots shall irrigate the landscaping located in the Slope Easement Areas, and are prohibited from (i) installing, removing or replacing, without the prior written approval of the Master Design Review Committee, any of the Improvements originally installed by Declarant or a Merchant Builder in the Slope Easement Areas, including without limitation the landscaping Improvements located therein (except for dead plants) and the Owner Fences, (ii) installing new Improvements without approval of the Master Design Review Committee or in violation of this Section; and (iii) dumping lawn clippings or any other debris within the Slope Easement Areas. Retaining walls shall not exceed the height of the unfinished grade of the Owner's Lot at the base of the foundation of the Residence on the Lot. Any retaining wall that is 48 inches or higher, as measured from the bottom of the footing to the top of the wall, shall require approval of the Master Design Review Committee and a building permit from the City of Folsom. No structures, including without limitation fences or walls, may be installed on top of a retaining wall, or the elevated grade created by the retaining wall within the Slope Easement Area. In addition to requiring approval of the Master Design Review Committee, retaining walls and other Improvements shall be subject to rules adopted by the Board. Owners who desire to install fencing or barriers to prevent access to the Slope Easement Area may only do so outside of the Slope Easement Area. Owners are solely responsible for the safety of their Lot, including access to the Slope Easement Area. Owners are advised that the Slope Easement Areas on their Lots were not intended to be fully developed and exist to protect views and preserve the structural integrity of engineered slopes. It is each Owner's responsibility to ensure their Lots are developed and maintained in a safe manner, in accordance with the Declaration. All landscaping shall comply with the Design Guidelines. Owners shall comply with all requirements, including building permits, of the City. If an Owner of a Slope Easement Lot fails to maintain the Slope Easement Area of such Owner's Slope Easement Lot in accordance with this Section, the City Entitlements and the requirements of any applicable Governing Authorities, the Master Association shall maintain such Slope Easement Area and shall have the right to charge a Special Assessment against the Owner of the Slope Easement Lot to reimburse the Master Association for the costs to maintain such Slope Easement Area.


2. **Miscellaneous.** To the extent any provision of this First Amendment conflicts with any provision of the Declaration, including any Supplemental Declarations, the provision of this First Amendment shall prevail. Except as expressly provided herein to the contrary, the capitalized terms in this First Amendment shall have the same meanings given such terms in the Declaration. Except as amended by this First Amendment, the Declaration remains in full force and effect with respect to all property comprising the Development.

3. **Effective Date.** This First Amendment has been executed by the Association to be effective upon its recordation in the Official Records of the County of Sacramento, State of California.

RUSSELL RANCH COMMUNITY ASSOCIATION, a
California nonprofit mutual benefit corporation

By: 

SPIDHAR, EDLA President
(Print Name)

By: 

Andy Son K L Secretary
(Print Name)



ACKNOWLEDGMENT

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 Sacramento)

On 12/23/2025 before me, Derrick Bulaich, Notary Public
(insert name and title of the officer)

personally appeared Andy Son K Le & Sridhar Edla,
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 signature(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  (Seal)



Exhibit "A"

All that certain real property located in the City of Folsom, County of Sacramento, described as follows:

Lots 13 to 24, inclusive, as shown on Final Map (PN 16-122.07) - Russell Ranch Phase 1 Village 7, Filed on April 3, 2019, in Book 410, of Maps, at Page 5, in the County Recorder's Office.

Exhibit "B"

All that certain real property located in the City of Folsom, County of Sacramento, State of California, described as follows:

PARCEL 1

Lots 7 to 11, inclusive, and Lots 13 to 23, inclusive, as shown on Final Map (PN 16-122) - Russell Ranch Large Lot, Filed on September 21, 2017, in Book 398, of Maps, at Page 1, in the County Recorder's Office.

PARCEL 2

Lots 1, 3, and 5 to 15, inclusive, as shown on Final Map (PN 17-288) - Russell Ranch Phase 2 Large Lot, Filed on October 30, 2018, in Book 407, of Maps, at Page 2, in the County Recorder's Office.

PARCEL 3

That certain map titled "Final Map (PN 16-122.01) Russell Ranch Phase 1 Village 1", Filed on April 3, 2019, in Book 410, of Maps, at Page 4, in the County Recorder's Office.

PARCEL 4

That certain map titled "Final Map (PN 16-122.02) Russell Ranch Phase 1 Village 2", Filed on April 3, 2019, in Book 410, of Maps, at Page 6, in the County Recorder's Office.

PARCEL 5

That certain map titled "Final Map (PN 16-122.03) Russell Ranch Phase 1 Village 3", Filed on April 3, 2019, in Book 410, of Maps, at Page 7, in the County Recorder's Office.

PARCEL 6

That certain map titled "Final Map (PN 16-122.04) Russell Ranch Phase 1 Village 4", Filed on June 21, 2019, in Book 412, of Maps, at Page 4, in the County Recorder's Office.

PARCEL 7

That certain map titled "Final Map (PN 16-122.05) Russell Ranch Phase 1 Village 5", Filed on April 15, 2019, in Book 411, of Maps, at Page 3, in the County Recorder's Office.

PARCEL 8

That certain map titled "Final Map (PN 16-122.06) Russell Ranch Phase 1 Village 6", Filed on March 15, 2019, in Book 410, of Maps, at Page 2, in the County Recorder's Office.

PARCEL 9

Lots 1 to 12, inclusive, Lots 25 to 41, inclusive, Lot A and Lot B as shown on that certain map titled "Final Map (PN 16-122.07) - Russell Ranch Phase 1 Village 7", Filed on April 3, 2019, in Book 410, of Maps, at Page 5, in the County Recorder's Office.

PARCEL 10

That certain map titled "Final Map (PN 16-122.08) Russell Ranch Phase 1 Village 8", Filed on April 15, 2019, in Book 411, of Maps, at Page 2, in the County Recorder's Office.

PARCEL 11

Resultant Lot 2A and Resultant Lot 4A as described in and shown on that certain Certificate of Compliance - Lot Line Adjustment, Recorded on June 10, 2019, as Instrument No. 201906100486, in the Official Records of the County.

Exhibit "C"

1 John D. Hansen, Esq., State Bar No. 261542
2 Charles H. Hansen, Esq., State Bar No. 322956
3 **BAYDALINE & JACOBSEN LLP**
4 895 University Avenue
Sacramento, California 95825
Telephone: (916) 669-3500
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5 Attorneys for Petitioner
6 **RUSSELL RANCH COMMUNITY ASSOCIATION,**
7 a California Nonprofit Mutual Benefit Corporation

FILED
Superior Court of California
County of Sacramento
12/19/2025
P. Lopez, Deputy

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SACRAMENTO**

10
11 In the Matter of RUSSELL RANCH
12 COMMUNITY ASSOCIATION, a
13 California nonprofit mutual benefit
corporation,

14
15 Petitioner.

CASE NUMBER: 25CV022524

**~~PROPOSED~~ ORDER AFTER HEARING
GRANTING PETITION TO REDUCE
REQUIRED VOTING PERCENTAGE**

[Civil Code Section 4275]

HEARING HELD:

Date: November 20, 2025

Time: 1:30 p.m.

Dept.: 53

Judge: Hon. Richard K. Sueyoshi

16
17
18
19 The Petition of RUSSELL RANCH COMMUNITY ASSOCIATION ("Petitioner" or
20 "Association") to Reduce Required Voting Percentage pursuant to Civil Code Section 4275 came
21 on regularly for hearing on Thursday, November 20, 2025, at 1:30 PM, in Department 53 of the
22 above-titled Court.

23 **TENTATIVE RULING:**

24 Petitioner Russell Ranch Community Association's ("Association") petition to reduced
25 voting percentage is granted.

26 The Association's unopposed request for judicial notice is granted for the limited
27 purposes permitted for judicial notice. (See, Evid. Code §451, subd. (a); §452, sub. (b)-(d); see
28 also, *Johnson & Johnson v. Superior Court* (2011) 192 Cal.App.4th 757, 768 [court may take

1 judicial notice of the existence of court documents but not to the truth of the statements
2 contained therein]; *Kilroy v. State of California* (2004) 119 Cal.App.4th 140, 145-148; *Sosinsky*
3 *v. Grant* (1992) 6 Cal.App.4th 1548, 1569-70.)

4 The Association manages the residential common interest development in Folsom known
5 as Russell Ranch (the "Development"). The Development consists of residential lots along with a
6 common area owned by the Association. The property within the Development is subject to the
7 Master Declaration of Covenants, Conditions and Restrictions of Easements for Russell Ranch
8 (the "Declaration"). The Declaration prohibits installation of anything other than irrigated
9 landscaping in Slope Easement Areas located on certain residential lots in the Development. The
10 Association proposed a First Amendment to the Declaration to allow members to build retaining
11 walls and stairs to access the Slope Easement Areas. The proposed First Amendment contains
12 language regarding owner responsibility for the Slope Easement Areas, safety and limitations on
13 construction in the areas. The Association prepared the First Amendment with the City of
14 Folsom.

15 Section 13.2.2. of the Declaration states that the Declaration can only be amended by an
16 affirmative vote of at least 67 percent of the membership. The Association sent a copy of the
17 First Amendment, a secret ballot, and voting instructions to all members on January 22, 2025.
18 (Hendrickson Decl. ¶ 9.) The voting deadline was extended to April 12, 2025. (Id. ¶ 10.) On
19 April 14, 2025, the Inspector of Elections opened 656 ballots. 71 ballots could not be opened as
20 they were invalid because 21 envelopes were not signed by the voter, 38 envelopes received
21 were duplicate votes, and 12 envelopes did not have the required information to verify voter
22 eligibility. (Id. ¶ 11-12; Exh. D.) Of the 656 ballots which were counted, 603 votes were in favor
23 of the First Amendment, 52 votes were against the First Amendment and one abstained. (Id. ¶
24 12.) The 603 votes in favor constituted 66.48 percent of the 907 members were eligible to vote.
25 The 603 votes in favor was five votes shy of the 67 percent required by Section 13.2.2 of the
26 Declaration. The instant petition followed.

27 "If in order to amend a declaration, the declaration requires members having more than
28 50 percent of the votes in the association, in a single class voting structure, or members having

1 more than 50 percent of the votes in more than one class in a voting structure with more than one
2 class, to vote in favor of the amendment, the association, or any member, may petition the
3 superior court of the county in which the common interest development is located for an order
4 reducing the percentage of the affirmative votes necessary for such an amendment. The petition
5 shall describe the effort that has been made to solicit approval of the association members in the
6 manner provided in the declaration, the number of affirmative and negative votes actually
7 received, the number or percentage of affirmative votes required to effect the amendment in
8 accordance with the existing declaration, and other matters the petitioner considers relevant to
9 the court's determination. The petition shall also contain, as exhibits thereto, copies of all of the
10 following:

11 (1) The governing documents.

12 (2) A complete text of the amendment.

13 (3) Copies of any notice and solicitation materials utilized in the solicitation of member
14 approvals.

15 (4) A short explanation of the reason for the amendment.

16 (5) Any other documentation relevant to the court's determination." (Civ. Code §
17 4275(a).)

18 The instant petition satisfies the requirements of Civil Code § 4275(a) as it includes the
19 governing documents, the complete text of the First Amendment, copies of the notice used to
20 solicit approval and a short explanation of the reason for the First Amendment. (Petition Exh. A;
21 Hendrickson Decl. ¶¶ 9-12, Exhs. A-D; RJN Exh. A.)

22 The Court may grant the petition if it makes all of the following findings:

23 "(1) The petitioner has given not less than 15 days written notice of the court hearing to
24 all members of the association, to any mortgagee of a mortgage or beneficiary of a deed
25 of trust who is entitled to notice under the terms of the declaration, and to the city,
26 county, or city and county in which the common interest development is located that is
27 entitled to notice under the terms of the declaration.

1 (2) Balloting on the proposed amendment was conducted in accordance with the
2 governing documents, this act, and any other applicable law.

3 (3) A reasonably diligent effort was made to permit all eligible members to vote on the
4 proposed amendment.

5 (4) Members having more than 50 percent of the votes, in a single class voting structure,
6 voted in favor of the amendment. In a voting structure with more than one class, where
7 the declaration requires a majority of more than one class to vote in favor of the
8 amendment, members having more than 50 percent of the votes of each class required by
9 the declaration to vote in favor of the amendment voted in favor of the amendment.

10 (5) The amendment is reasonable.

11 (6) Granting the petition is not improper for any reason stated in subdivision (e)." (Civ.
12 Code § 4275(c).)

13 "(e) Subdivisions (a) to (d), inclusive, notwithstanding, the court shall not be empowered
14 by this section to approve any amendment to the declaration that:

15 (1) Would change provisions in the declaration requiring the approval of members having
16 more than 50 percent of the votes in more than one class to vote in favor of an
17 amendment, unless members having more than 50 percent of the votes in each affected
18 class approved the amendment.

19 (2) Would eliminate any special rights, preferences, or privileges designated in the
20 declaration as belonging to the declarant, without the consent of the declarant.

21 (3) Would impair the security interest of a mortgagee of a mortgage or the beneficiary of
22 a deed of trust without the approval of the percentage of the mortgagees and beneficiaries
23 specified in the declaration, if the declaration requires the approval of a specified
24 percentage of the mortgagees and beneficiaries." (Civ. Code § 4275(e).)

25 Civil Code Section 4275 continues former Section 1356. "Section 1356 is intended 'to
26 give a property owners' association the ability to amend its governing documents when, because
27 of voter apathy or other reasons, important amendments cannot be approved by the normal
28 procedures authorized by the declaration. In essence, it provides the association with a safety

1 valve for those situations where the need for a supermajority vote would hamstring the
2 association.” (Fourth La Costa Condominium Owners Assn. v. Seith (2008) 159 Cal. App. 4th
3 563, 585 [citations omitted].) “Clearly, the Association was charged with the burden of proving
4 the Amendment was reasonable. ‘The term ‘reasonable’ in the context of use restrictions has
5 been variously defined as ‘not arbitrary or capricious’, ‘rationally related to the protection,
6 preservation and proper operation of the property and the purposes of the Association as set forth
7 in its governing instruments,’ and ‘fair and nondiscriminatory.’” (Mission Shores Assn. v. Pheil
8 (2008) 166 Cal. App. 4th 789, 795 [citations omitted].) “A CC&R is unreasonable if it is
9 arbitrary and capricious, violates the law or a fundamental public policy or imposes an undue
10 burden on property, and it is reasonable unless it meets those criteria.” (Fourth La Costa
11 Condominium Owners Assn, supra, 159 Cal.App.4th at pp. 577–578 [citations omitted].)

12 The Court has “broad discretion” in ruling on the instant petition. (Mission Shores Assn.,
13 supra, 166 Cal. App. 4th at 795.)

14 Aravind Dasari (“Dasari”), a homeowner in Russell Ranch filed an opposition to the
15 Petition and 50 other members submitted declarations joining Dasari’s opposition. Dasari asserts
16 that the Association failed to comply with the Declaration in filing this petition as 67 percent of
17 members are required to approve litigation pursuant to Section 13.5.9 of the Declaration, and that
18 the Association ignored a petition by some of the members not to pursue this matter. (Dasari
19 Decl. ¶ 4 Exh. E). However, Civil Code § 4275 specifically permits a petition seeking to reduce
20 vote requirements in circumstances such as the instant scenario where the Association was
21 unable to obtain 67 percent approval for the First Amendment. Section 4275 does not require that
22 said petition itself receive the typically required number of votes (i.e., prior to any granted
23 petition ordering reduction), nor would such a requirement be consistent with the very relief
24 available through a petition under section 4275. First, the plain language of section 4275 allows
25 “the association, or any member” to make the petition seeking to reduce the percentage
26 affirmative votes necessary for an amendment. It states no requirement that “the association, or
27 any member” themselves first obtain permission, much less the same number affirmative votes,
28 simply to bring the petition itself. Second, construing such a requirement is nonsensical given the

1 purpose of section 4275. For example, in the instant case, the Association was unable to secure
2 the required 67 percent needed to approve the First Amendment. It stands to reason that the
3 Association would also not be able to obtain 67 percent member approval to authorize a
4 proceeding seeking to lower the 67 percent requirement needed to approve the First Amendment.
5 Indeed, if Dasari was correct that the Association was required to obtain 67 percent approval
6 simply to file a petition seeking an order lowering the percentage to required to approve the First
7 Amendment, this would essentially defeat the fundamental purpose of Civil Code § 4275, and
8 make the relief thereunder virtually if not actually unattainable.

9 Further, and while not discussed by the parties, Section 5.2.13 of the Declaration
10 provides that the Association has the power to initiate legal proceedings on matters regarding
11 enforcement of the governing documents and also Section 13.5.9 states that the Association does
12 not need member approval for lawsuits to enforce use restrictions in Article VII which
13 specifically discusses the Slope Easement Area. (RJN §§ 5.2.13, 7.1-7.32.3; 13.5.9.) Thus, it
14 would appear that in addition to Civil Code § 4275, the Declaration itself supports the
15 proposition that the Association was not required to obtain member approval for the instant
16 petition. But even if it were asserted that there is any conflict between the Declaration and Civil
17 Code § 4275 with respect to whether member approval was needed for this petition, Civil Code §
18 4275 would prevail. "To the extent of any conflict between the governing documents and the
19 law, the law shall prevail." (Civ. Code § 4205(a).)

20 Dasari also contends that the Association engaged in acts of harassment by going to the
21 same residential unit multiple times seeking signatures on a ballot. However, there is no cogent
22 argument as to how this would impact the outcome of the instant petition. The Court finds that
23 this contention does not preclude relief under Civil Code § 4275.

24 Additionally, Dasari does not cite to any provision in the Declaration or any applicable
25 legal authority which would support an assertion that the Association was required to consider a
26 petition by a limited number of members in determining whether to file the instant petition.
27 Again, Civil Code § 4275 does not impose any such requirement to pursuing relief. Further, the
28 Court notes that the member petition also does not appear to address the instant petition filed in

1 this action and instead stated: "We request board not to interfere in the RUE matters with HOA
2 money If the board decides to proceed with using HOA funds for RUE matters despite
3 community concerns, we respectfully request that the HOA board cover the court costs and also
4 provide us with relevant information and documents related to the CCR amendment and
5 potential court case We request written statements from all BOD members explaining why
6 they do not have a conflict of interest in RUE matters and how their decisions will not personally
7 benefit them." (Dasari Decl. Exh. E.) Contrary to Dasari's contention, the member petition does
8 not specifically ask that the instant petition not be filed. Further, as noted by the Association's
9 reply, Corporations Code § 7510(e) permits 5 percent or more of members to call a special
10 meeting "for any lawful purpose" but that does not mean that the Association must take any
11 action requested in a member petition. Thus, Dasari's argument in this regard provides no
12 grounds to prevent relief.

13 Dasari also takes issue with the Association's description of the voting process.
14 According to Dasari, the 66 percent approval set forth by the Association does not fully account
15 for the results. However, Dasari does not explain this contention in any meaningful way and does
16 not dispute that the Association received 727 total votes, that 71 votes could not be counted, that
17 603 votes were in favor of the First Amendment. The fact that 71 votes, or 10% of the total votes
18 were not counted, does not detract from the undisputed fact that 603 or 66.48 percent of
19 members voted in favor of the First Amendment, just five votes shy of the 67 percent
20 requirement. The Court finds this argument to be unsubstantiated.

21 With respect to the substance of the First Amendment, Dasari argues it is unreasonable
22 because it undermines homeowner rights regarding the application and approval process for
23 installing structures in the Slope Easement Areas. Dasari argues that the First Amendment is
24 only designed to protect those members, including two Association board members, who are in
25 violation of the Declaration which prevents installation of structures in the Slope Easement
26 Areas without prior approval. Dasari asserts that the Association was pursuing violations of the
27 Declaration until it placed a moratorium on the violations to proceed with the vote on the First
28 Amendment. Dasari makes arguments that the First Amendment serves no health, safety, or other

1 important purpose and violates the due process rights of individual homeowners. Notably, Civil
2 Code § 4275 does not require that any amendment serve a health, safety, or important purpose.
3 Instead, it requires that the amendment is reasonable. (Civ. Code § 4275(c)(5).) Moreover, the
4 First Amendment does not create or remove rights from any homeowner in any manner that is
5 unequal. Rather, it applies to all homeowners equally and sets forth specific guidelines pursuant
6 to which homeowners are permitted to build retaining walls and stairs in the Slope Easement
7 areas, whereas before, nothing other than irrigated landscaping was permitted. In addition, the
8 First Amendment contains language regarding owner responsibility for the areas, safety, and
9 limits on construction. (Pet. Exh. A.) Contrary to Dasari's claims, the First Amendment does not
10 "allow whatever structure has been erected to be retained as long as it is 4 feet or shorter." (Opp.
11 5:7-8.) Dasari has entirely failed to demonstrate that the First Amendment is unreasonable and
12 only proposed to protect existing violators. Again, 603 members voted in favor of the First
13 Amendment while only 52 voted against it.

14 The Court finds that the requirements of Civil Code § 4275(c)(1)-(6) have been met.
15 First, the Association provided not less than 15 days written notice of the instant hearing to all
16 members of the Association and no mortgagees were entitled to notice. (Hendrickson Decl. ¶ 4;
17 Proof of Individual Delivery filed on October 23, 2025.) In addition, the Association conducted
18 the vote as required by the governing documents and the law. (Hendrickson Decl. ¶ 10.) The
19 Association made a reasonably diligent effort to allow all eligible members to vote on the First
20 Amendment by extending the voting deadline and ultimately 72 percent of the Association's
21 members voted. (Id.) Further, more than 50 percent of the members voted in favor of the First
22 Amendment, specifically 66 percent did so. In addition, the First Amendment is limited to
23 expanding the use of the Slope Easement Areas to include stairs and retaining walls. The First
24 Amendment was created with the City of Folsom to ensure the change would not impair the
25 structural safety of the Slope Easement Areas. (Id. ¶¶ 7, 13-14.) The Association has shown that
26 the First Amendment is reasonable as it allows members to use their lots more fully by loosening
27 restrictions on the Slope Easement Areas and thereby expanding use of these areas to improve
28 access to and safety of the Slope Easement Areas. There is nothing on the record before which

1 would allow the Court to conclude that the First Amendment is unreasonable. Finally, the First
2 Amendment does not affect class voting rights, eliminate any special rights, preferences, or
3 Privileges, and does not require approval of any first mortgagees. (Id. ¶¶ 4, 14.)

4 Once the findings required by Civil Code § 4275(c) have been made, “any order issued
5 pursuant to this section may confirm the amendment as being validly approved on the basis of
6 the affirmative votes actually received during the balloting period...” (Civ. Code § 4275(d).)

7 As a result, the Petition is granted. The First Amendment is approved on the basis of the
8 66.48 percent affirmative votes received.

9 **RULING ON SUBMITTER MATTER:**

10 The Court, having taken the matter under submission on 11/20/2025, now rules as
11 follows:

12 The Court has considered the oral arguments of the parties. Homeowner and Association
13 member Dasari requested oral argument to contest the tentative ruling. Dasari argued that this is
14 not a matter of voter apathy given the substantial number of members that voted including the
15 number that objected to the First Amendment and that voting procedures regarding the First
16 Amendment were not proper. In relation to the substance of the First Amendment itself, Dasari
17 argued that the proposed amendment is not “reasonable” under Civil Code section 4275(c)(5)
18 and also would eliminate “special rights, preferences, or privileges” as prohibited by section
19 4275(e)(2) because it would allow without guidance any retaining wall that is below 48 inches
20 without pre-approval from the Master Design Review Committee; and that the tentative ruling
21 does not address the “health and safety” implications of the First Amendment.

22 While the Court understands Dasari’s arguments, based upon the evidence presented in
23 connection with this petition, such arguments do not warrant altering the result of the tentative
24 ruling. The Court acknowledges that a number of homeowners do not support the First
25 Amendment. Indeed, this fact is established by the uncontroverted evidence presented regarding
26 the tabulation of votes as well as the similar number of declarations submitted by Dasari that join
27 in his opposition. As noted in the tentative ruling, out of 907 eligible voters, 603 votes were
28 received in favor of the First Amendment and 52 votes were received against the First

1 Amendment. The number of declarations submitted with Dasari's opposition to the present
2 petition reflect approximately the same number of dissenting votes that were tabulated. As the
3 Court stated during the hearing, approximately 250 eligible voters did not vote on the First
4 Amendment (notably, 71 ballots were received but could not be opened because they were
5 invalid as not signed, were duplicate votes, or did not have voter verification). As stated in the
6 tentative ruling, "[s]ection 1356 [predecessor to Civil Code section 4275] is intended 'to give a
7 property owners' association the ability to amend its governing documents when, because of
8 voter apathy or other reasons, important amendments cannot be approved by the normal
9 procedures authorized by the declaration. In essence, it provides the association with a safety
10 valve for those situations where the need for a supermajority vote would hamstring the
11 association.'" (*Fourth La Costa Condominium Owners Assn. v. Seith* (2008) 159 Cal. App. 4th
12 563, 585 [brackets added; citations omitted].) Considering that approximately 250 eligible voters
13 did not register any vote and tabulation of favorable votes were only 5 votes shy of reaching the
14 67 percent supermajority required under Section 13.2.2 of the Declaration, the Court finds that
15 all of the circumstances here are consistent with the situation and purpose for which Civil Code
16 section 4275 allows a petition for relief. Nor does the Court find sufficiently established
17 Dasari's argument that voting procedures were improper. Whether some homes may be currently
18 noncompliant with the Declaration does not prevent either the Association's holding of a
19 member vote on the First Amendment or the Association's seeking relief specifically available
20 under Civil Code section 4275. Also, while the Dasari declaration includes generalized
21 statements that "there was serious abuses in the voting process" and that "unlawful and coercive
22 means were utilized by those advocating for the MMDR amendment," these allegations are not
23 established by the evidence presented in connection with this petition. Nor does the attestation
24 that some members advocated in favor of the First Amendment and sought signatures from other
25 members constitute grounds to find invalid the uncontroverted tabulation of votes. There is
26 simply insufficient evidence to support the allegation that a specific member or the Association
27 itself engaged in illegal activity in connection with the vote.

1 As to Dasari's arguments regarding the substance of the First Amendment, the Court is
2 not persuaded. First, Dasari's broad contention that the First Amendment would allow without
3 guidance any retaining wall that is below 48 inches without preapproval of the Association's
4 committee is not technically accurate. The First Amendment modifies section 7.12.4 by placing a
5 number of restrictions pertaining to the Slope Easement Areas. The First Amendment does not
6 allow any retaining wall that exceeds "the height of the unfinished grade of the Owner's Lot at
7 the base of the foundation of the Residence on the Lot." This restriction is specific to each
8 owner's lot and does not simply allow any retaining wall under 48 inches to be erected. Further,
9 even where a retaining wall would comply with such lot-specific height limitation, if it would
10 nonetheless be 48 inches or higher, it is still not permitted unless approved by the Association's
11 committee and the City of Folsom. Moreover, the First Amendment imposes additional
12 restrictions on the installation of additional structures on top of either a retaining wall or the
13 elevated grade created by the retaining wall. Furthermore, in addition to where approval is
14 required, the First Amendment provides that "retaining walls and other Improvements shall be
15 subject to rules adopted by the Board." Such modifications with restrictions are reasonable.
16 Second, as to the issue of "health and safety," as the Court noted in its tentative ruling, this is not
17 an enumerated factor under Civil Code section 4275. But in any event, to the extent such
18 considerations exist under the general assessment of reasonableness, the First Amended
19 specifically addresses owner responsibilities regarding safety of their lot in designing and
20 building any fencing or barriers, maintenance of such safety, and penalties that may be imposed
21 for noncompliance. Again, these are reasonable protections. Finally, as to the argument that the
22 First Amendment eliminates "special rights, preferences or privileges" as prohibited by section
23 4275(e)(2), the Court disagrees. There mere fact that the First Amendment seeks to allow (with
24 stated imposed restrictions) a modification that previously was not permitted does not in itself
25 constitute the elimination of any "special right, preference or privilege." The Court is aware of
26 no authority that supports such a blanket prohibition.

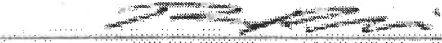
27 In sum, based upon the evidence provided and for the reasons set forth in its tentative
28 ruling with the additional comments provided above, the Court finds that the Association has

1 satisfied its burden under Civil Code section 4275. Thus, the Court AFFIRMS its tentative ruling
2 with these additional comments.

3 Therefore, IT IS FURTHER ORDERED that:

- 4 1. The First Amendment shall be effective when executed by the President and
5 Secretary of the Association and recorded in the Official Records of Sacramento
6 County, together with a copy of this Order; and
- 7 2. Upon such recordation, the First Amendment shall have the same force and effect
8 as if it had been adopted pursuant to the requirements specified in the Declaration.

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11 Dated: 12/19/2025


12 Judge of the Superior Court
13 Richard K. Sueyoshi, Judge
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