



# **HERITAGE RANCH PLANNED COMMUNITY**

## **COVENANTS, CONDITIONS AND RESTRICTIONS**

# **TRACT #693 (SUPPLEMENTARY)**

In accordance with California Assembly Bill 446, effective January 1, 2020, if this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, victim of abuse 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.

## **RECORDED SUMMARY PAGE**

A DECLARATION of Annexation for TRACT 693 – consisting of 3 pages, was recorded on July 20, 1981 as Document #33009.

The SUPPLEMENTARY DECLARATION for TRACT 693 – consisting of 9 pages, was recorded on September 23, 1981 as Document #44044. The SUPPLEMENTARY DECLARATION had other recordings and/or has subsequently been amended as follows:

**SUPPLEMENTARY DECLARATION recorded by Six Corporation on July 20, 1981 as Document #33008 (Rescinded with the recording of Document #44044 above)**

No included in this document.

**Amended by vote of the membership and recorded on October 18, 1982 as Document #43204**

Section 6 (Shown as Article VIII, Section 6)

Section 12 (Shown as Article VIII, Section 12)

Article XI, Section 12 (Of the MASTER, stated to not apply to TRACT 693.)

See NOTE following Section 14 in the SUPPLEMENTARY DECLARATION for TRACT 693

**Amended by vote of the membership and recorded on February 12, 1985 as Document #6790**

Article XI, Section 4(b) (Of the MASTER, stated to modify TRACT 693).

Not included in this document, as it was later found this modification was in conflict with the recorded SUBDIVISION MAP.

RECORDING REQUESTED BY:

7/20/81 2125 14

8:00 AM

FIRST AMERICAN TITLE INSURANCE COMPANY

WHEN RECORDED RETURN TO:  
First American Title Insurance Company  
899 Pacific Street  
San Luis Obispo, Calif. 93401  
Attn: Rick Wilson

DOC. NO. 33009  
OFFICIAL RECORDS  
SAN LUIS OBISPO CO., CAL

JUL 20 1981

WILLIAM E. ZIMARIK  
COUNTY RECORDER  
TIME 8:00 AM

DECLARATION OF ANNEXATION

WHEREAS, Heritage Ranch and Cattle Company has caused to be recorded on May 25, 1972 in Book 1670, page 367 of Official Records of San Luis Obispo County, State of California a Declaration of Restrictions affecting the property described herein with supplemental Declaration and Annexation recorded May 25, 1972 as document No. 16592 and amended July 27, 1972 by document No. 24080; May 23, 1973 in Book 1725, page 850; June 1, 1973 in Book 1727, page 361; May 23, 1973 in Book 1725, page 790; November 5, 1973 in Book 1752, page 19; November 4, 1974 in Book 1804, page 495; and September 23, 1977 in Book 2012, page 824.

WHEREAS, said Declaration provides in Article II, Section 3 thereof, for the imposition of said Declaration of Restrictions upon certain other parcels of property of which the property described in Exhibit "A" attached hereto constitutes one of such parcels.

WHEREAS, the undersigned, Six Corporation, desires to impose said Declaration upon the property described in said Exhibit "A".

NOW, THEREFORE, the undersigned hereby declares that the property set forth in said Exhibit "A" is and shall be subject to said Declaration of Restriction and that said property will be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the limitations, restrictions, conditions and covenants set forth in said Declaration, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the property described in said Exhibit "A" and the property heretofore made subject to said Declaration. Said limitations, restrictions, conditions and covenants are imposed on the property

described in said Exhibit "A" for the mutual benefit of said property and that said property heretofore made subject to said Declaration.

In witness whereof the Declaration of Annexation has been witnessed at the City of San Luis Obispo, County of San Luis Obispo, State of California on July 16, \_\_\_\_\_, 1981.



BY: John Wiebe  
JOHN WIEBE, Vice President

Form 3002--(Corporation) First American Title Company

STATE OF CALIFORNIA }  
COUNTY OF San Luis Obispo } ss.  
On July 16, 1981

before me, the undersigned, a Notary Public in and for said State, personally appeared John Wiebe, known to me to be the Vice President, and known to me to be the \_\_\_\_\_ Secretary of the corporation that executed the within instrument

and known to me to be the persons 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.



WITNESS my hand and official seal:  
Signature Dollie Ann Dudley

Dollie Ann Dudley  
Name (Typed or Printed)

(This area for official notarial seal)

EXHIBIT "A"

Tract 693, Buggywhip Estates, as recorded May 12, 1981 in Book 10,  
Page 70 of Maps in the County of San Luis Obispo, State of California  
in the office of the county recorder of said county.

NOT COPY OFFICIAL

WHEN RECORDED PLEASE RETURN TO :

9/23/81 3329 1<sup>4</sup> 20.00 RF  
20.00 F.A.T.C.

First American Title Insurance Co.  
899 Pacific Street  
San Luis Obispo, Calif. 93401

RECORDED AT THE REQUEST OF:  
FIRST AMERICAN TITLE INSURANCE COMPANY

DOC. NO. **44044**  
OFFICIAL RECORDS  
SAN LUIS OBISPO CO., CAL

SEP 23 1981

WILLIAM E. ZIMARIK  
COUNTY RECORDER

TIME 8:00 AM

RESCISSION OF DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS SIX CORPORATION:  
RESCISSION OF DECLARATION OF ANNEXATION;  
SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR TRACT 693

FIRST:

WHEREAS, Six Corporation, a California corporation (hereinafter referred to as "Declarant") has caused to be recorded on July 20, 1981, as Document No. 33008 of Official Records, San Luis Obispo County, California, a Declaration of Covenants, Conditions and Restrictions Six Corporation (hereinafter referred to as "Restrictions") affecting Tract 693 "Buggywhip Estates", as recorded in Book 10, page 70 of Maps, Official Records, San Luis Obispo County, California; and

WHEREAS, Declarant has caused to be recorded on July 20, 1981, as Document No. 33009 of Official Records, San Luis Obispo County, California, a Declaration of Annexation affecting said Tract 693; and

WHEREAS, Declarant has not sold, transferred, leased or otherwise conveyed any interest in any lot in said Tract 693 subsequent to said recordation dates of Restrictions and Declaration of Annexation, and Declarant was and is, therefore, the sole owner of all real property in said Tract 693; and

WHEREAS, Declarant is desirous of rescinding said Restrictions and Declaration of Annexation; and

NOW THEREFORE, Declarant hereby rescinds, revokes and otherwise declares said Restrictions and Declaration of Annexation void and of no effect whatsoever.

SECOND:

WHEREAS, Heritage Ranch and Cattle Company, a California corporation, has recorded on May 25, 1972 in Book 1670, Page 367, as Document No. 16590, Official Records, San Luis Obispo County, California, a Declaration of Covenants, Conditions, and Restrictions Heritage Ranch and Cattle Company together with any duly recorded modifications and amendments thereto; and

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WHEREAS, Article II of said Declaration provides that additional real property, including the area described below, may be annexed to and become a part of the Project (as that term is defined in said Declaration) subject to the provisions of said Declaration and the jurisdiction of the Heritage Ranch Owners Association, a California non-profit corporation (hereinafter referred to as "Association") by said Heritage Ranch and Cattle Company, its successors and assigns; and

WHEREAS, Six Corporation, a California corporation (hereinafter referred to as "Declarant") is a successor in interest to Heritage Ranch and Cattle Company, and is owner of the following real property to be annexed at this time:

Annexation Lots:

Lots 1 through 81, inclusive, as shown on that certain map entitled Tract 693 "Buggywhip Estates", as recorded in Book 10 of Maps at Page 70, San Luis Obispo County Recorder, California;

Annexation Common Area:

Lots 82 and 83 as shown on that certain map entitled Tract 693 "Buggywhip Estates", as recorded in Book 10 of Maps at Page 70, San Luis Obispo County Recorder, California; and

WHEREAS, By recordation of this Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 693, Declarant hereby intends to cause the Annexation Lots and Annexation Common Area to become subject to said Declaration upon the terms and conditions stated herein;

NOW THEREFORE, Declarant hereby declares that said Annexation Lots and Annexation Common Area shall be held, sold, conveyed and used subject to said Declaration on the following terms and conditions:

1. The term "Project" as defined in said Declaration and as used throughout said Declaration shall include said Annexation Lots and Annexation Common Area;
2. The term "Lot(s)" as defined in said Declaration and as used throughout said Declaration shall include said Annexation Lot(s);

3. The term "Common Area" as defined in said Declaration and as used throughout said Declaration shall include said Annexation Common Area, if and when the Association is deeded fee title to said Annexation Common Area by Declarant;

4. Without limiting the general application of said Declaration to said Annexation Lots and Annexation Common Area, Owners of Lots shall be Members of the Association; shall have rights of use, enjoyment, ingress and egress over the Common Area; rights to vote; and the obligation to pay Assessments, all as provided in said Declaration;

5. Declarant expressly reserves the right at any time prior to conveyance of an Annexation Lot or the Annexation Common Area, to withdraw said Annexation Lots and said Annexation Common Area from subjection to said Declaration, from this Annexation and to nullify the effect of this Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 693.

6. No amendment, addition, change or deletion in this Supplementary Declaration shall be deemed to alter or amend the general common plan for the Project created by said Declaration, nor affect the provisions of said Declaration as covenants running with the land or as equitable servitudes.

7. In accordance with provisions of said Declaration allowing Declarant to adopt such supplementary covenants, conditions and restrictions as Declarant deems appropriate, necessary or desirable to reflect the different character of use of said Annexation Lots and Annexation Common Area, Declarant hereby declares the following covenants, conditions and restrictions to be imposed on said Annexation Lots and Annexation Common Area for the purposes of enhancing and perfecting the value, desirability and attractiveness of said Annexation Lots and Annexation Common Area and every part thereof and that all of the covenants, conditions and restrictions shall run with the land, and shall be binding on all parties having or acquiring any right, title or interest in the said Annexation Lots and Annexation Common Area or any part thereof and shall be for the benefit of each owner of any portion of said Annexation Lots and Annexation Common Area or any interest therein, and shall inure to the benefit of and be binding upon such successor-in-interest of the said Owners (reference in the following Sections to "lots" and "common area" shall mean and refer to said "Annexation Lots" and "Annexation Common Area"):

RESTRICTIONS ON SIZE, PLACE AND USE OF RESIDENCE LOTS

Section 1. Every residence dwelling constructed on a lot in said Tract 693 shall contain the following minimum square feet of fully enclosed floor area, devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages and other out-buildings):



Annexation Lots Number 1 through 81, inclusive: 1,200 square feet. Each such dwelling shall be of either single story, split level or two story construction.

Section 2. Whenever two (2) or more contiguous lots in Tract 693 shall be owned by the same person, such person shall, if he so desires, use the said two or more lots as a site for a single dwelling house. The lots constituting the site for such single dwelling house shall be treated as a single lot for the purpose of applying these restrictions to said lots, so long as the lot is being improved with a single dwelling house.

Section 3. No lot in Tract 693 shall be used except for single family residential purposes. No structure shall be erected, placed or permitted to remain on any lot in Tract 693 other than one detached, single family residence dwelling and such out buildings as are usually accessory to a single family resident dwelling, including a private garage or carport.

Section 4. Each lot in Tract 693 has a specified and dimensioned area, set forth on the recorded Subdivision Tract Map, which limits the extent of the portion thereof upon which any improvement or structure can be constructed. No improvement or structure shall be erected on any lot unless within the building setback lines (except fences or walls or roof overhangs where approved or required by the appropriate Association Architectural and Environmental Control Committee). The following are the minimum dimensions for front, side and rear setbacks on all lots in Tract 693:

- (a) Twenty-five (25) feet from the front line of each lot abutting the street;
- (b) Twenty-five (25)<sup>S</sup> feet from the rear line of each lot;
- (c) Five (5) feet from the side line of each lot.

*amended  
2-7-85*

Section 5. Each lot owner in Tract 693 shall construct or cause to be constructed upon his lot two off-street parking spaces at such time as the lot is improved with a residential dwelling. Each space shall be of sufficient size to accommodate a standard size automobile and at least one of the parking spaces shall be in the form of a carport or garage constructed in accordance with the rules and regulations of the appropriate Association Architectural and Environmental Control Committee.

Section 6. Every building, dwelling, improvement or structure, the construction or placement of which is begun on any lot in Tract 693 shall have the exterior of the building improvement or structure, and all landscaping, completed within ~~six~~ (6)<sup>12</sup> months after the beginning of such construction or placement of such building, improvement or structure on the lot, and the interior shall be completed within ~~six~~ (6)<sup>12</sup> months after the

12

*amended 10-18-82*

beginning of such construction or placement of such building, improvement or structure on the lot, and the interior shall be completed within twelve (12) months from the commencement of such construction, placement of the building, dwelling, structure or improvement on such lot.

Section 7. Every building, dwelling, improvement or structure having a roof shall use a roof covering material of cedar shakes, wood shingles,

clay or cement tile,

or other material approved by the appropriate Association Architectural and Environmental Control Committee, provided, however, the appropriate Association Architectural and Environmental Control Committee may not, under any conditions, allow any asphalt shingles or rolled roofing to be used as a roof covering material.

Section 8. During the period of construction on any lot, all building materials, equipment and activities shall be confined and carried out within the boundaries of the lot and shall not encroach upon adjacent property. All trash and debris shall be placed in a trash container on a daily basis which is equipped with a cover, and construction materials shall be kept in a neat and orderly condition.

Section 9. All improvements or structures constructed or placed on any lot shall be constructed with new material and no used improvements, structures or material (except used brick) shall be placed, moved onto or erected on, or relocated on any lot.

Section 10. The grading of any lot in Tract 693 shall be kept to an absolute minimum and shall not be permitted except to accommodate improvements, structures, driveways and drainage. All lot grading must be done in accordance with an approved plan and design submitted to and approved by the appropriate Association Architectural and Environmental Control Committee.

Section 11. The appropriate Association Architectural and Environmental Control Committee shall have the authority to set up regulations as to the size, type, design and location of all fences and walls which may be constructed on a lot.

Section 12. There shall be no exterior lighting of any sort either installed or maintained on any lot or structure, the light source of which is visible from neighboring lots, streets, or the Common Area.

*Amended 10/18/82*

Section 13. The parking, storage or keeping of any camper, boat, trailer or recreational vehicle upon a lot in Tract 693 is permitted under a carport or in a garage. If parked in a side yard or back yard it must be screened so as not to be visible to the occupants of other lots or streets.

Section 14. No mobile home, recreation vehicle unit, tent, or other temporary living quarters may be placed, maintained or occupied on any lot in Tract 693; except that the owner thereof, upon completion and occupancy of the principal dwelling, may store such items on his lot in a reasonable manner, within the areas allowed, as described in Section 13.

ENFORCEMENT OF DECLARANT'S DUTY TO COMPLETE  
COMMON AREA IMPROVEMENTS

Section 1. Where any Common Area improvements have not been completed prior to the issuance of the public report, and where the Association is obligee under a bond or other arrangement ("Bond") to secure performance of the commitment of Declarant to complete such Common Area improvements, the Board shall consider and vote on the question of action by the Association to enforce the obligations under the Bond with respect to any improvement for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for that improvement in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any Common Area improvement, the Board shall consider and vote on the aforesaid question if a Notice of Completion has not been filed within thirty (30) days after the expiration of the extension. A special meeting of Members of the Association for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the Bond or on the failure of the Board to consider and vote on the question, shall be held not less than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such meeting signed by Members representing five percent (5%) or more of the total voting power of the Association. At such special meeting a vote of a majority of the voting power of the Association present residing in Members other than Declarant to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association, and the Board shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

EASEMENTS

Section 1. An easement over the Common Area for the purpose of ingress, egress and maintenance or improvements on property adjacent to the Common Area is hereby reserved to Declarant, together with a right to grant and transfer the same or any part or right thereof or therein.

Section 2. Easements over the Common Area for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by Declarant, together with the right to grant and transfer the same.

Section 3. There is hereby reserved to Declarant an easement over the rear six (6) feet of each lot, and six (6) feet along each side lot line of each lot, except the side of the lot which is within the area designated on the Subdivision Map of the Tract as the Building Area, said Building area being delineated by the broken line designated on the said Subdivision Map as the setback line. The reservation shall allow Declarant to place on, under or across such easement area, public utilities, (including, but not limited to, water, gas, sanitary, sewer, electric, telephone and drainage), drainage facilities, transmission lines and facilities for a community antenna television system and the right to enter upon the easement area of such lot to service, maintain, repair, reconstruct and replace said utilities, lines or facilities, together with the right to grant and transfer the same; provided, however, that the exercise of such rights does not unreasonably interfere with the owner's reasonable use and enjoyment of said lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or lines, or which may damage, interfere, or change the direction of flow of drainage facilities in the easements. The easement area of each lot in this Tract and all of owner's improvements thereon shall be maintained continuously by the Owner of the lot, or if in the Common Area, by the Association, except for those improvements for which a public authority or utility company is responsible. Upon transfer by Declarant or its successors or assigns of all of its interests in said subdivision or a period of six (6) years from the filing of the final map of said Tract 693, whichever occurs first, the easements herein shall become the property of the Association.

Section 4. There shall be reciprocal appurtenant easements of encroachment as between each lot in this Tract, and such portion or portions of the Common Area adjacent thereto, and/or as between adjacent lots due to settling or shifting of the improvements and structures constructed, reconstructed or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than two (2) feet as measured from any point on the common boundary between each lot and the adjacent portions of the Common Area or as between said adjacent lots, as the case may be, along a line perpendicular to such boundary at such point.



APPROVAL and CONSENT  
AND  
SUBORDINATION OF MORTGAGEE (LENDER)

Continental Illinois National Bank and Trust Company of Chicago hereby approves and consents to the recording of the attached.

RESCISSION OF DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS SIX CORPORATION;  
RECISSION OF DECLARATION OF ANNEXATION;  
SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR TRACT 693

\*As heretofore amended

*RM*

all of which affect Heritage Ranch, Tract 693, "Buggywhip Estates", San Luis Obispo County, California, and hereby consents and agrees that any lien shall be subordinate to this Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 693, and further consents and agrees that any lien shall be subordinate to said Declaration of Covenants, Conditions and Restrictions of Heritage Ranch and Cattle Company and all modifications and amendments thereto ("Restrictions"), and hereby consents and agrees that said Supplementary Declaration and said Restrictions shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee sale, or lien foreclosure.

Dated: September 21, 1981.

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO

BY: *Robert D. Madden*  
VICE PRESIDENT

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

On September 21<sup>st</sup>, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared Patricia L. Meghan, known to me to be a Trustee of the Trust who executed the within instrument on behalf of the Trust therein named and acknowledged that such Trust executed the within instrument pursuant to its Bylaws or a Resolution of its Board of Trustees.

WITNESS my hand and official seal.

*J. A. Vance*  
Notary Public

My Commission Expires Sept. 4, 1983

END OF DOCUMENT

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RECORDING REQUESTED BY:  
First American Title Co.

11/18/21/82

TO BE RECORDED WHEN RECORDED RETURN TO:  
Heritage Ranch Owners Association  
30 Lakeview Drive  
Paso Robles, CA 93446

DOC. NO. 43204  
OFFICIAL RECORDS  
SAN LUIS OBISPO CO., CAL

OCT 18 1982

WILLIAM E. ZIMARIK  
COUNTY RECORDER

TIME 8:00 AM

MODIFICATION AND AMENDMENT TO

HERITAGE RANCH OWNERS ASSOCIATION COVENANTS, CONDITIONS AND RESTRICTIONS

TRACT 693

WHEREAS, on May 25, 1972 a Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document No. 16590 of Official Records, County of San Luis Obispo, State of California, in Book 1670, page 367; and

WHEREAS, on July 10, 1972 a first amendment to said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document No. 21892 of Official Records, County of San Luis Obispo, State of California, in Book 1677, page 571; and

WHEREAS, on July 27, 1972 a second amendment to said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document No. 24079 of Official Records, County of San Luis Obispo, State of California, in Book 1680, page 460; and

WHEREAS, on July 23, 1976 a third amendment to said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document No. 28843 of Official Records, County of San Luis Obispo, State of California, in Book 1911, page 447; and

WHEREAS, on September 23, 1981 a Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 693 was recorded as Document No. 44044 of Official Records, County of San Luis Obispo, State of California, in Book 2357, page 607; and

WHEREAS, affirmative vote has been obtained from seventy-five percent (75%) or more of the owners in Tract 693.

NOW, THEREFORE, HERITAGE RANCH OWNERS ASSOCIATION hereby amends the above-referenced Covenants, Conditions and Restrictions for Tract 693 in the following particulars:

ARTICLE VIII, Section 6

Twelve (12) months shall be substituted for six (6) months for completion of exterior improvements, including landscaping; eighteen (18) months shall be substituted for twelve (12) months for completion of the interior of the residence."

ARTICLE VIII, Section 12

This section shall read:

"There shall be no unshielded exterior lighting of any sort either installed or maintained on any lot or structure, the light source of which constitutes an annoyance or nuisance to any of the neighboring residents."

ARTICLE XI, Section 12

This section shall be deleted in its entirety.

IN WITNESS WHEREOF, HERITAGE RANCH OWNERS ASSOCIATION, a California Corporation, has executed this Modification and Amendment to the Declaration of Covenants, Conditions and Restrictions for Tract 693 on this 14 day of October, 1982.

HERITAGE RANCH OWNERS ASSOCIATION

By Larry Reid  
Larry Reid, President



STATE OF CALIFORNIA }  
COUNTY OF SAN LUIS OBISPO } ss.

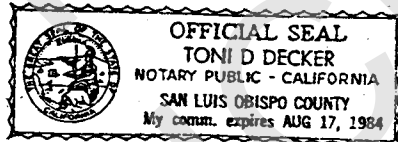
On Oct 14, 1987, before me, the undersigned,  
a Notary Public in and for said State, personally ;  
appeared Larry Reid, known to me to be the President  
of the Corporation that executed the within instru-  
ment and known to me to be the person who executed  
the within instrument on behalf of the corporation  
therein named, and acknowledged to me that such  
corporation executed the within instrument pursuant  
to its Bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature

Toni D. Decker

Toni D. Decker



AND WHEN RECORDED RETURN TO:

Heritage Ranch Owners' Association  
3945 Heritage Road  
Paso Robles, CA 93446

DOC. NO. **6780**  
OFFICIAL RECORDS  
SAN LUIS OBISPO CO., CA

FEB 7 1985  
FRANCIS M. COONEY  
County Clerk-Recorder  
TIME 8:00 AM

RECEIVED  
FEB 12 1985  
H.R.O.A.

MODIFICATION AND AMENDMENT TO

HERITAGE RANCH OWNERS' ASSOCIATION COVENANTS, CONDITIONS AND RESTRICTIONS

TRACT 693

WHEREAS, on May 25, 1972 a Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document No. 16590 of Official Records, County of San Luis Obispo, State of California, in Book 1670, page 367; and

WHEREAS, on July 10, 1972 a first amendment to said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document No. 21892 of Official Records, County of San Luis Obispo, State of California, in Book 1677, page 571; and

WHEREAS, on July 27, 1972 a second amendment to said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document No. 24079 of Official Records, County of San Luis Obispo, State of California, in Book 1680, page 460; and

WHEREAS, on July 23, 1976 a third amendment to said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document No. 28843 of Official Records, County of San Luis Obispo, State of California, in Book 1911, page 447; and

WHEREAS, on September 23, 1981 a Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 693 was recorded as Document No. 44044 of Official Records, County of San Luis Obispo, State of California, in Book 2357, page 607; and

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and efficiency or as to its effect upon the title to any real property that may be described therein.

WHEREAS, on October 18, 1982 a first amendment to the Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 693 was recorded as Document No. 43204 of Official Records, County of San Luis Obispo, State of California, in Book 2438, page 896; and

WHEREAS, affirmative vote has been obtained from seventy-five percent (75%) or more of the owners in Tract 693.

NOW, THEREFORE, HERITAGE RANCH OWNERS' ASSOCIATION hereby amends the above referenced Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 693 in the following particular:

ARTICLE IX, Section 4 (b)

This section shall read...."Five (5) feet from the rear line of each lot."

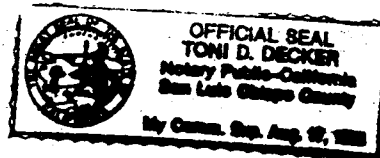
IN WITNESS WHEREOF, HERITAGE RANCH OWNERS' ASSOCIATION, a California Corporation, has executed this Modification and Amendment to the Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 693 on this 28<sup>th</sup> day of January, 1985.

HERITAGE RANCH OWNERS' ASSOCIATION

By Elaine Delkener  
Elaine Delkener, President

STATE OF CALIFORNIA }  
COUNTY OF SAN LUIS OBISPO } ss.

On January 28, 1985, before me, the undersigned, a Notary Public in and for State, personally appeared Elaine Delkener, known to me to be the President of the Corporation that executed the within instrument and 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 Covenants, Conditions and Restrictions or a resolution of its Board of Directors.



WITNESS my hand and official seal.

Signature

Toni D. Decker  
Toni D. Decker