



HERITAGE RANCH PLANNED COMMUNITY

COVENANTS, CONDITIONS AND RESTRICTIONS

TRACT #721 (SUPPLEMENTARY)

In accordance with California Senate Bill 222, 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, 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. 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.

TRACT 721 - RECORDED SUMMARY PAGE

The SUPPLEMENTARY DECLARATION for TRACT 721, consisting of 8 pages, was recorded on March 3, 1983 as Document #9239. The SUPPLEMENTARY DECLARATION has subsequently been amended as follows:

Amended by Six Corporation on May 2, 1983 as Document #18698

Annexation Common Area added to DECLARATION

Amended by vote of the membership and recorded on April 15, 1986 as Document #21281

Section 15

NOT COPY OFFICIAL

RECORDING REQUESTED BY:
FIRST AMERICAN TITLE INSURANCE CO.

WHEN RECORDED PLEASE RETURN TO:
HERITAGE RANCH
P. O. BOX 1155
PASO ROBLES, CALIF. 93446

DOC. NO 9239
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CAL

MAR 3 1983

FRANCIS M. COONEY
County Clerk-Recorder

TIME 2:00 PM

3/03/832127 4 15.01 RF
15.00 PATT

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TRACT 721

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

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 137, inclusive, as shown on that certain map entitled Tract 721, "Quailwood Estates", as recorded in Book // of Maps at Page 24, San Luis Obispo County Recorder, California; 51

Annexation Common Area:

Lots 138, 139, & 140 as shown on that certain map entitled Tract 721, "Quailwood Estates", as recorded in Book // Page 24, San Luis Obispo County, California; and those certain streets shown on the recorded map as Meadowlark Lane, Chukkar Court, Quailwood Drive, Ibis Lane, Egret Lane, and Swan Lane; and

WHEREAS, By recordation of this Supplementary Declaration of Covenants, Conditions, and Restrictions for Tract 721, 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:

RESTRICTIONS ON SIZE, PLACE, AND USE OF RESIDENCE LOTS

Section 1. Every residence dwelling constructed on a lot in said Tract 721 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 137, inclusive: 1,200 square feet. Each such dwelling shall be of either single story, split level or two story construction.

Except that the following lots are limited to one story structures: 9-13; 20; 26-30; 36; 49-53; 58; 76; 80-83; 91; 93; 101-105; 109-110; 117-119; 125; 128; and 137.

Section 2. Whenever two (2) or more contiguous lots in Tract 721 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 721 shall be used except for single family residential purposes. No structure shall be erected, placed or permitted to remain on any lot in Tract 721 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 721 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 721:

- (a) Twenty-five (25) feet from the front line of each lot abutting the street;
- (b) Twenty-five (25) feet from the rear line of each lot;
- (c) Five (5) feet from the side line of each lot.
- (d) Ten (10) feet from the side line of a lot adjacent to a road.

Section 5. Each lot owner in Tract 721 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 721, shall have the exterior of the building improvement or structure, and all landscaping, completed within six (6) 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) 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 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 721 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.

1. The term "Project" as defined in said Declaration and 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 721.

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"):

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.

Section 13. The parking, storage, or keeping of any camper, boat, trailer, or recreational vehicle upon a lot in Tract 721 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 721; 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 721, 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.

RECORDING REQUESTED BY:
FIRST AMERICAN TITLE INSURANCE CO.

DOC. NO. 18698
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CA

WHEN RECORDED PLEASE RETURN TO:
HERITAGE RANCH
P. O. BOX 1155
PASO ROBLES, CA 93556

MAY 2 1983
FRANCIS M. COONEY
County Clerk-Recorder
TIME 8:00 AM

FIRST AMENDMENT TO SUPPLEMENTARY
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TRACT 721

WHEREAS, the Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 721 was recorded by the Six Corporation, a California corporation (Declarant) on March 3, 1983 in Book 2468, Page 91, as Document No. 9239 (Supplementary Declaration); and

WHEREAS, Declarant certifies no lots or interests in the annexation lots, being lots 1 through 137, inclusive, and common area lots 138, 139 and 140 as shown on the map of Tract 721 have been sold as of the date of this amendment; and

WHEREAS, the Declarant owns all the interests subject to the Supplementary Declaration referenced above; and

WHEREAS, the streets as shown on the map of Tract 721 recorded in Book 11 of Maps at Page 24, shows the common area streets to be Meadow Lark Lane, Wood Duck Lane, Ibis Lane, Swan Lane, Egret Lane, Teal Court and Pintail Drive; and

WHEREAS, the Annexation Common Area as presently described in the Supplementary Declaration is incorrect as to the names of the common area streets; and

WHEREAS, it is the intent of the Declarant to correct this error in the description of the Annexation Common Area by recordation of this amendment;

NOW THEREFORE, Declarant hereby amends the Supplementary Declaration to read as follows:
At Page 1, Paragraph 5:

Annexation Common Area:

Lots 138, 139 and 140 as shown on that certain map entitled Tract 721, "Quailwood Estates," as recorded in Book 11 of Maps, Page 24, San Luis Obispo County, California; and those certain streets shown on the recorded map as Meadow Lark Lane, Wood Duck Lane, Ibis Lane, Swan Lane, Egret Lane, Teal Court and Pintail Avenue; and

RECORDING REQUESTED BY:
First American Title Co.

AND WHEN RECORDED PLEASE RETURN TO:
Heritage Ranch Owners Association
3945 Heritage Road
Paso Robles, CA 93446

DOC. NO. 21281
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CAL

APR 15 1986

FRANCIS M. COONEY
County Clerk Recorder
TIME 10:30 AM

MODIFICATION AND AMENDMENT TO
HERITAGE RANCH OWNERS ASSOCIATION
SUPPLEMENTARY COVENANTS, CONDITIONS AND RESTRICTIONS
TRACT 721

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 March 3, 1983 a Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 721 was recorded as Document No. 9239 of Official Records, County of San Luis Obispo, State of California, in Book 2468, page 911; and

WHEREAS, on May 2, 1983 a first amendment to said Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 721 was recorded as Document No. 18698 of Official Records, County of San Luis Obispo, State of California, in Book 2482, page 650; and

WHEREAS, affirmative vote has been obtained from seventy-five percent (75%) or more of the owners in Tract 721.

NOW, THEREFORE, HERITAGE RANCH OWNERS ASSOCIATION hereby amends the above-referenced Supplementary Covenants, Conditions and Restrictions for Tract 721 in the following particular:

ARTICLE XI, Section 25

The last sentence in this section shall now read:

"Any fence that is permitted within this tract and is not subject to the height limitations set out in the preceding sentence may have a height not in excess of six feet (6')."

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 721 on this 7th
day of April, 1986.

HERITAGE RANCH OWNERS ASSOCIATION

By Elaine Delkener
Elaine Delkener, President

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

On April 11, 1986,
before me, the undersigned, a
Notary Public in and for said
State, personally appeared
Elaine Delkener, known to me
to be the President of the
Corporation that 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 resolution
of its Board of Directors.

WITNESS my hand and official seal.

Signature Toni D. Decker
Toni D. Decker

