



# **HERITAGE RANCH PLANNED COMMUNITY**

## **COVENANTS, CONDITIONS AND RESTRICTIONS**

# **TRACT #424 (MASTER)**

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.

RECORDING REQUESTED BY and  
WHEN RECORDED RETURN TO:

FIRST AMERICAN TITLE INSURANCE CO.

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

HERITAGE RANCH AND CATTLE COMPANY

o 208±25± R00076.00 REC

o 208±25± R00076.00 F.A.

DOC. NO. **16590**

OFFICIAL RECORDS  
SAN LUIS OBISPO CO., CALIF.

WILLIAM E. ZIMARIK,  
COUNTY RECORDER

MAY 25 1972

TIME 2:55 P.M.

THIS DECLARATION, made on the date hereinafter set forth  
by HERITAGE RANCH AND CATTLE COMPANY, a California corporation,  
hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in  
the County of San Luis Obispo, State of California, which is more  
particularly described as:

Tract 424, Big Valley Estates Unit No. 1, as  
recorded in Book 8, Pages 16 to, of Maps,  
Official Records, County of San Luis Obispo.

AND, WHEREAS, it is the desire and intention of the  
Declarant to subdivide said property as part of a planned  
development pursuant to the provisions of Section 11003 et seq.  
of the Business and Professions Code of the State of California,  
and to impose upon said property mutually beneficial restrictions  
under a master plan of development for the benefit of all owners  
thereof.

AND, WHEREAS, the Tract described above is being  
developed in accordance with Declarant's Development Plan  
submitted to and approved by the County of San Luis Obispo,  
which Development Plan provides for, or may be amended to provide  
for, various uses, including but not limited to, the following:

(1) Private: single family and multiple family home-  
sites, condominiums, mobile homesites, recreational vehicle sites,

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1 twenty (20) acre ranches, and large acreage parcels.

2 (2) Commercial and Industrial: village, retail stores,  
3 service businesses, tourist facilities, medical and dental  
4 facilities, hospital, recreational vehicle park, dude ranch,  
5 campsites, marina, boat and recreational vehicle storage and  
6 repair facilities, light industrial and general commercial.

7 (3) Recreational: parks, golf course, riding trails,  
8 campgrounds, lakes, motorcycle trails, equestrian center, hunt  
9 club, marinas, launch ramps, archery and rifle ranges, amusement  
10 parks, swimming pool and baseball parks.

11 (4) Public Agency: sewage collection, treatment and  
12 disposal facilities, water distribution, storage and treatment  
13 facilities, sanitary landfill, fire station, public schools,  
14 police station, county service area facilities, library and  
15 hospitals.

16 (5) Open Space: real estate which is located within the  
17 boundaries of the Heritage Ranch planned community and which is a  
18 part of, or adjacent to a subdivision tract which is restricted in  
19 use as undeveloped common areas, which real property shall be  
20 owned by the Heritage Ranch Owners Association.

21 (6) Institutional: churches, synagogues, private  
22 schools, colleges, religious centers, Y.M.C.A.s, Y.W.C.A.s, Boys  
23 Clubs, and other similar types of institutional uses.

24 (7) Other purposes and uses as in the judgment of  
25 Declarant deemed to be appropriate and as allowed by the County  
26 of San Luis Obispo or other appropriate governmental body.

27 NOW, THEREFORE, Declarant hereby declares that all of  
28 said tract described above and such additions thereto as

1 may hereafter be made pursuant to ARTICLE II is held and shall be  
2 held, conveyed, hypothecated, encumbered, leased, rented, used,  
3 occupied or improved, subject to the following easements,  
4 limitations, restrictions, covenants and conditions, all of which  
5 are declared and agreed to be for the purposes of enhancing and  
6 perfecting the value, desirability and attractiveness of the above  
7 described tract and such other real property as may be  
8 annexed to this tract, as hereinafter provided,  
9 and every part thereof and that all of the limitations, covenants,  
10 restrictions and conditions shall run with the land, and shall  
11 be binding on all parties having or acquiring any right, title  
12 or interest in the said tract or any part thereof and shall be  
13 for the benefit of each owner of any portion of said tract, or  
14 any interest therein, and shall inure to the benefit of and be  
15 binding upon each successor in interest of the said owners.

16 ARTICLE I

17 DEFINITIONS

18 Section 1. The term "Architectural and Environmental  
19 Control Committees" shall mean the committees created pursuant to  
20 ARTICLE VIII.

21 Section 2. The term "Architectural and Environmental  
22 Control Committees Rules" shall mean rules adopted and amended  
23 from time to time by the Board of Directors of the Association  
24 pursuant to the powers granted to them under this Declaration and  
25 the Bylaws.

26 Section 3. The term "Articles" shall mean the Articles  
27 of Incorporation of The Heritage Ranch Owners Association which  
28 are filed in the Office of the Secretary of State of the State of

1 California, as such Articles of Incorporation may from time to  
2 time be amended.

3       Section 4. The term "Association" shall mean and refer  
4 to Heritage Ranch Owners Association, a California nonprofit  
5 corporation, its successors and assigns.

6       Section 5. The term "Board" shall mean the Board of  
7 Directors of the Association.

8       Section 6. The term "Bylaws" shall mean the bylaws of  
9 the Association which are or shall be adopted by the Board, as  
10 such bylaws may from time to time be amended.

11       Section 7. The term "Common Area" shall mean a lot or  
12 lots restricted in perpetuity as open space on a subdivision map  
13 which has been conveyed in fee or in trust for or to the  
14 Association, together with all of the improvements from time to  
15 time constructed thereon. Common Area shall also mean and include  
16 any real property interest deeded to the Association from time to  
17 time by the Declarant or others, which real property interest is  
18 restricted to the common use of the members of the Association.  
19 Such Common Areas shall be used for the common use and enjoyment  
20 of the owners, including, but not limited to, streets, easements,  
21 drainage facilities, parkways, parks, recreational facilities,  
22 riding trails and undeveloped natural Common Areas.

23       Section 8. The term "Condominium" shall mean a  
24 condominium as defined in Section 783 of the Civil Code of the  
25 State of California.

26       Section 9. The term "Corner Lot" defines a lot having  
27 a Front line on the street on which the shortest dimension abutting  
28 a street occurs, and of which one of the side lot lines is the lot

1 line in that particular portion of the subdivision which is nearest  
2 to a street intersection.

3       Section 10. The term "Declarant" shall mean and refer  
4 to Heritage Ranch and Cattle Company, a California corporation,  
5 its successors and assigns.

6       Section 11. The term "Developer" shall mean and refer  
7 to Heritage Ranch and Cattle Company, a California corporation,  
8 its successors and assigns.

9       Section 12. The term "Development Plan" shall mean  
10 and refer to the Plan considered and approved by the San Luis  
11 Obispo Planning Commission on August 11, 1971, which reflects the  
12 Developer's Plan and intention, subject to future modifications  
13 and amendments for the overall development of the Heritage Ranch.

14       Section 13. The term "Excavation" shall mean any  
15 disturbance of the surface of the land (except to the extent  
16 reasonably necessary for planting) which results in the removal  
17 of earth, rock or other substance from a depth of more than  
18 eighteen (18) inches below the natural surface of such land.

19       Section 14. The term "File" or "Filed" shall mean, with  
20 respect to the subdivision map, that said subdivision map shall  
21 have been filed in the Office of the Recorder of the County of  
22 San Luis Obispo, State of California.

23       Section 15. The term "Fill" shall mean any addition of  
24 rock or earth materials to the surface of the land which increases  
25 the natural elevation of such surface by more than eighteen (18)  
26 inches.

27       Section 16. The term "Front line" defines a lot  
28 boundary line that is abutting the right-of-way of the street on

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1 which the lot abuts.

2       Section 17. The term "Heritage Ranch Planned Community"  
3 shall mean and refer to the real properties subject to the  
4 jurisdiction of The Association (either through the recording of  
5 this Declaration or any annexation), together with all real property  
6 (located within the boundaries legally described on Exhibit "B")  
7 which is developed and/or subdivided by Declarant for the purposes  
8 and uses described herein, in accordance with Declarant's  
9 Development Plan.

10       Section 18. The term "Heritage Ranch" shall mean  
11 and refer to the real property legally described on Exhibit "B"  
12 attached hereto, portions of which are being developed and  
13 subdivided by Declarant for the purposes and uses described herein,  
14 in accordance with Declarant's Development Plan.

15       Section 19. The term "Heritage Ranch Conditions,  
16 Covenants and Restrictions" shall mean, with respect to all  
17 property within the Heritage Ranch, the limitations, restrictions,  
18 covenants and conditions set forth in this Declaration, as such  
19 Declaration may from time to time be amended pursuant to ARTICLE  
20 XII, Section 4, and, with respect to any property which is annexed  
21 pursuant to ARTICLE II, a Declaration of Conditions, Covenants and  
22 Restrictions imposed by Declarant, filed with respect to such  
23 annexed property pursuant to ARTICLE II, which Declaration is some-  
24 times referred to as a Supplementary Declaration of Conditions,  
25 Covenants and Restrictions.

26       Section 20. The term "Heritage Ranch Rules" shall  
27 mean the rules from time to time in effect pursuant to the  
28 provisions of ARTICLE VII, Section 1(d).

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1           Section 21. The term "Improvements" shall include  
2 dwellings, buildings, accessory buildings, mobile homes, modular  
3 homes, roads, driveways, parking areas, fences, retaining walls,  
4 stairs, decks, hedges, poles, signs and any structures of any type  
5 or kind. The foregoing shall not include recreation vehicles.

6           Section 22. The term "Lot" shall mean and refer to:

7           (1) all numbered lots and parcels which have been sub-  
8 divided, either pursuant to the Subdivision Map Act or the Subdivided  
9 Lands Act of the State of California (or other similar Act providing  
10 for the subdivision of real property (or any interest therein) from  
11 time to time adopted by the State Legislature), provided, however,  
12 the foregoing shall not include numbered lots on Subdivision Maps  
13 or Records of Survey which are restricted in use to Common Areas.

14           (2) all numbered condominium units shown on a  
15 Diagrammatic Condominium Map.

16           (3) each individual dwelling unit or dwelling area  
17 of any multiple family residential building (including, but not  
18 limited to, guesthouses and dwelling units in a commercial inn,  
19 hotel, motel and dude ranch). Dwelling unit shall include each  
20 hotel room, motel room, guest room or other similar accommodation  
21 designed for rental or usage to or by persons on a temporary  
22 occupancy basis.

23           (4) each dwelling area or vehicle space of a recreational  
24 vehicle park, and mobile home park.

25           (5) each twenty acre parcel which is designated on  
26 either a Subdivision Map or a Record of Survey Map.

27           (6) acreage parcels larger than twenty acres upon  
28 which a dwelling unit may be constructed.

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1 (7) each individual commercial unit or individual  
2 commercial area of any commercial establishment in any area of  
3 real property developed for, and restricted to commercial or  
4 industrial use.

5 (8) each individual ownership interest of an undivided  
6 interest in unsubdivided land within the Heritage Ranch.

7 Section 23. The term "Member" shall mean and refer to  
8 every person or business entity who holds membership in the  
9 Association.

10 Section 24. The term "Mobile home" shall mean and refer  
11 to independent trailer coaches designed for permanent residential  
12 occupancy.

13 Section 25. The term "Mortgage" shall mean and include  
14 a deed of trust as well as a mortgage in the conventional sense.

15 Section 26. The term "Mortgagee" shall mean and include  
16 a beneficiary of a deed of trust, as well as a mortgagee.

17 Section 27. The term "Owner" shall mean and refer to  
18 one or more persons or business entities who appear in the records  
19 of the County Recorder of San Luis Obispo County as the owner of  
20 a fee simple title to any lot, but excluding those having such  
21 interest merely as security for the performance of an obligation.

22 Section 28. The term "Rear lot line" defines the  
23 boundary line of the lot that is farthest from and substantially  
24 parallel to the line of the street on which the lot abuts.

25 Section 29. The term "Record" or "Recorded" shall  
26 mean, with respect to any document, that said document shall have  
27 been recorded in the Office of the Recorder of the County of  
28 San Luis Obispo, State of California.

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1           Section 30. The term "Recreation Vehicles and  
2 Recreational Vehicle Units" are hereby defined to include each  
3 of the following:

4           (1) Trailers designed for temporary periods of  
5 occupation, commonly referred to as travel trailers, but not  
6 including tent trailers.

7           (2) Self-propelled Motor Homes designed for temporary  
8 periods of occupation.

9           (3) Camper Units mounted on truck beds or mounted on  
10 a truck chassis and designed for temporary periods of occupation.

11           Section 31. The term "Road" shall mean any paved  
12 vehicular way constructed within or upon any portion of Common  
13 Area designated a private road on a Subdivision Map.

14           Section 32. The term "Side line" defines a lot  
15 boundary line that extends from the street on which the lot  
16 abuts to the rear line of the lot.

17           Section 33. The term "Structure" shall mean anything  
18 constructed or erected, the use of which requires location on  
19 the ground or attachment to something having location on the  
20 ground.

21           Section 34. The term "Subdivision Map" shall mean  
22 (a) any final map within the meaning of the provisions of  
23 Division 4, Part 2, Chapter 2, of the Business and Professions  
24 Code of the State of California, (b) any final plan within the  
25 meaning of the provisions of Division 2, Part 4, Title 6 of the  
26 Civil Code of the State of California, or (c) any final record  
27 of survey map within the meaning of the provisions of Division  
28 4, Part 2, Chapter 2, of the Business and Professions Code of the

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1 State of California, as such provisions may from time to time be  
2 amended.

3       Section 35. The term "Tract" shall mean and refer to  
4 that certain real property hereinbefore described as Tract 424,  
5 Big Valley Estates, Unit No. 1, Official Records, County of  
6 San Luis Obispo.

7       Section 36. The term "Undeveloped Natural Common Area"  
8 shall mean and refer to common areas which are part of, or adjacent  
9 to individual subdivision tracts of the Heritage Ranch Planned  
10 Community which will be maintained in an undeveloped and natural  
11 state as open space for recreational use, subject only to construction  
12 of structures and facilities for recreational purposes, drainage,  
13 parking, utilities and access to only those lots shown on  
14 subdivision maps.

15       Section 37. The term "Unit" shall mean the portion of  
16 any condominium not owned in common with the owners of other  
17 condominiums in a project.

18       Section 38. The term "Used Structure" shall mean any  
19 building or structure which was previously built on, or situated  
20 at, a location other than the lot, except factory built  
21 structures (including, but not limited to, modular housing or  
22 mobile homes), which have been stored at a location other than  
23 the lot on a temporary basis.

24       Section 39. The term "Visible from Neighboring Lots"  
25 shall mean, with respect to any given object or activity, that  
26 such object or activity is or would be in any line of sight  
27 originating from any point six feet above any other property,  
28 excluding contiguous property owned by the Owner of the property

1 involved, but including Common Area, assuming that such other  
2 property has an elevation equal to the highest elevation of the  
3 ground surface of that portion of the property upon which such  
4 object or activity is located.

5 ARTICLE II

6 ANNEXATION OF ADDITIONAL PROPERTY

7 The real property legally described on Exhibit "B"  
8 attached hereto and as delineated on the Declarant's Development  
9 Plan Map attached hereto, marked Exhibit "A", and/or any other real  
10 property, may be annexed to the Heritage Ranch Planned Community  
11 and become subject to the jurisdiction of the Association by any of  
12 the methods set forth hereinafter in this ARTICLE, as follows:

13 Section 1. Annexation Without Approval and Pursuant  
14 to General Plan. Declarant may, in its sole discretion, from  
15 time to time, annex all or any part of the real property described  
16 in Exhibit "B" and as delineated on Exhibit "A" to this tract and to  
17 the Association. Upon such annexation, such real property shall become  
18 subject to the jurisdiction and a part of the Association without  
19 the approval, assent or vote of the Association or its members,  
20 providing and on condition that Declarant imposes conditions, cove-  
21 nants and restrictions applicable to such property, which are  
22 substantially similar to this Declaration of Conditions, Covenants  
23 and Restrictions, provided, however, such Conditions, Covenants and  
24 Restrictions imposed by Declarant shall contain provisions which  
25 Declarant deems appropriate for the development of the particular  
26 type of use being created for the real property being annexed;  
27 (Declarant shall, in adopting such Conditions, Covenants and  
28 Restrictions on annexed property, modify, amend, delete and add

1 provisions to these basic Conditions, Covenants and Restrictions  
2 whenever necessary or desirable to effectuate the development and  
3 use of the annexed property as part of the Heritage Ranch Planned  
4 Community in accordance with Declarant's Development Plan.)  
5 Such additional conditions, covenants and restrictions may, from  
6 time to time, be referred to in these Conditions, Covenants and  
7 Restrictions as Supplementary Declaration of Conditions, Covenants  
8 and Restrictions.

9 (a) Prior to the conveyance of title to  
10 lots to individual purchasers thereof, title to  
11 any Common Area shall be conveyed either to the  
12 Association or to a trust company licensed to do  
13 business in the State of California, to be held  
14 pursuant to the trust, as more particularly set  
15 forth in other provisions of these Conditions,  
16 Covenants and Restrictions, until such time as  
17 title is delivered to the Association.

18 (b) When Declarant records a Declaration of  
19 Covenants, Conditions and Restrictions on any  
20 real property to be annexed, the recordation of  
21 such Declaration of Conditions, Covenants and  
22 Restrictions shall constitute and effectuate  
23 the annexation of the said real property described  
24 in such Declaration of Conditions, Covenants and  
25 Restrictions, making said real property subject  
26 to the functions, powers and jurisdiction of the  
27 Association, and thereafter all of the owners of  
28 lots in said real property shall automatically

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1 be members of the Association.

2 (c) Declarant may, in its sole discretion,  
3 annex any real property or any interest therein  
4 as Common Areas to the Heritage Ranch Planned  
5 Community by deeding same to the Association  
6 or in trust for the Association, and imposing  
7 on such Common Areas, restrictions which will  
8 be set forth in the deed to such Common Areas.

9 Section 2. Annexation Pursuant to Approval. Any real  
10 property not described in Exhibit "B" or delineated on the Map  
11 attached as Exhibit "A", may be annexed into the Association  
12 pursuant to an affirmative vote of a two-thirds majority of the  
13 voting power of the members, or the written assent of a two-thirds  
14 majority of the voting power of the members. In the event of such  
15 approval, any real property to be so annexed must have recorded  
16 against it a Declaration of Conditions, Covenants and Restrictions  
17 which is substantially similar to the Conditions, Covenants and  
18 Restrictions imposed upon real properties which are subject to the  
19 jurisdiction of the Association, provided, however, such Declaration  
20 of Conditions, Covenants and Restrictions shall be appropriate for  
21 the development of the particular type of use to be contained on the  
22 real property being annexed. Upon such annexation, the Owners of  
23 lots in such annexed property shall enjoy all the rights,  
24 privileges and obligations of membership of the Association.

25 Section 3. Supplementary Declarations. The  
26 Supplementary Declarations contemplated in this ARTICLE II shall  
27 contain such covenants, conditions and restrictions as Declarant  
28 deems appropriate, necessary or desirable to reflect the different

1 character of use, if any, of the added property, so that such  
2 annexed property will become an integral part of the planned  
3 community in accordance with Declarant's Plan of Development.  
4 In no event, however, shall any such Supplementary Declaration  
5 revoke or modify this Declaration of Conditions, Covenants and  
6 Restrictions unless the procedures for modification and amendment  
7 provided for in ARTICLE XII, Section 4, of this Declaration have  
8 been complied with.

9           The recordation of said Supplementary Declaration  
10 shall constitute and effectuate the annexation of the said real  
11 property described in such Supplementary Declaration, making said  
12 real property subject to the functions, powers and  
13 jurisdiction of the Association, and thereafter all of the owners  
14 of lots in said real property shall automatically be members of  
15 the Association.

16           Section 4. Mergers or Consolidations. Upon a merger  
17 or consolidation of the Association with another association,  
18 as provided in its Articles of Incorporation, its properties,  
19 rights and obligations shall by operation of law, be transferred  
20 to another surviving or consolidated association or, alternatively,  
21 the properties, rights and obligations of another association  
22 may, by operation of law, be added to the properties, rights and  
23 obligations of the Association as a surviving corporation  
24 pursuant to a merger. The surviving or consolidated association  
25 may administer the covenants, conditions and restrictions  
26 established by this Declaration within the existing property,  
27 together with any supplementary covenants, conditions and  
28 restrictions established upon any other property, as one plan.

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1 is void, and will not be reflected upon the books and records of  
2 the Association. In the event the owner of any lot should fail  
3 or refuse to transfer the membership registered in his name to the  
4 purchaser of such lot, the Association shall have the right to  
5 record the transfer upon the books of the Association upon receipt  
6 of proof that the purchaser is the owner as reflected in the  
7 Official Records of the County Recorder of San Luis Obispo County.

8       Section 3. Voting Rights. The Association shall have  
9 two (2) types of voting membership:

10       Type A. Each owner who is entitled to the rights  
11 of membership in the Association, as provided in Section 1 and in  
12 the Articles of Incorporation, Bylaws and Rules and Regulations of  
13 the Association, shall be entitled to one (1) vote for each lot  
14 owned by such owner on all matters properly submitted for vote to  
15 the membership of the Association; provided, however, that every  
16 owner entitled to vote at any election or removal of the members  
17 of the Board of Directors may cumulate his votes and give any one  
18 or more candidates a number of votes equal to the number of lots  
19 owned by the owner multiplied by the number of directors to be  
20 elected. The right to vote may not be severed or separated from  
21 any lot, and any sale, transfer or conveyance of any lot to a new  
22 owner shall operate to transfer the appurtenant vote without the  
23 requirement of any express reference thereto.

24       Type B. The Type B Member shall be the  
25 Declarant. The Type B Member shall be entitled to three (3)  
26 votes for each lot owned by Declarant on all matters properly  
27 submitted for a vote to the membership of the Association;  
28 Declarant shall have the right to cumulate its votes and give any

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1 one or more candidates a number of votes equal to three (3) votes  
2 per each lot owned by Declarant multiplied by the number of  
3 directors to be elected. Declarant shall have the voting rights  
4 provided for herein until the earlier of the following: i) six (6)  
5 years from the date of admission of the first member other than  
6 the Developer to the Association; or ii) three (3) years after the  
7 date of the issuance of the last Public Subdivision Report issued  
8 by the Department of Real Estate of the State of California.

9       Section 4. Meetings. The first meeting of the  
10 Association shall take place not later than six (6) months from  
11 the date the first lot is sold in Tract 424, or when 68 of the  
12 lots have been sold at Heritage Ranch, whichever first occurs.

13       Section 5. Classes of Membership. The Bylaws of the  
14 Association shall set forth the various Classes of Membership in  
15 the Association, which Classes shall include, but not be limited  
16 to: (a) Heritage Ranch Members; (b) Heritage Ranch Entity  
17 Memberships; (c) Heritage Ranch Co-owner Members; (d) Heritage  
18 Ranch Developer's Membership; (e) Charter Life Members; (f) V.I.P.  
19 Memberships; and (g) Associate Members. The rights, privileges,  
20 duties and obligations of members, in addition to those imposed  
21 by this Declaration of Conditions, Covenants and Restrictions  
22 shall be as set forth in the Bylaws.

23       Section 6. Heritage Ranch Developer's Membership.  
24 Declarant shall be a Member of the Association by reason of its  
25 inventory of unsold lots. This Membership shall be known as the  
26 "Heritage Ranch Developer's Membership", and shall entitle the  
27 directors, officers and certain management employees designated  
28 by Declarant to the use of all of the Common Area and recreational

1 facilities within Heritage Ranch. Nothing contained herein shall  
2 be deemed to limit the use of the Association's common areas as  
3 recreation facilities by lessees or guests of the Declarant in  
4 accordance with the provisions of this Declaration, the Bylaws and  
5 Rules and Regulations applicable to the use of facilities by guests  
6 and lessees of owners of lots, nor shall it limit the Declarant's  
7 right of use pursuant to Section 1(e) of ARTICLE IV of this  
8 Declaration.

9 ARTICLE IV

10 PROPERTY RIGHTS IN THE COMMON AREAS

11 Section 1. Members' Easements of Enjoyment.

12 Every member shall have a right and easement of enjoyment in and  
13 to the Common Area, and such easement shall be appurtenant to  
14 and shall pass with the title to every assessed lot, subject  
15 to the following provisions:

16 (a) The right of the Association to establish  
17 uniform rules and regulations pertaining to the use of the  
18 Common Area.

19 (b) The right of the Association, in accordance  
20 with its Articles and Bylaws, to borrow money for the purpose  
21 of improving the Common Area and facilities.

22 (c) The right of the Board of Directors to  
23 suspend the voting rights and/or use privileges of a member  
24 for any period during which any assessment against his lot  
25 remains unpaid and delinquent, and for a period not to exceed  
26 thirty (30) days for any single infraction of the rules and  
27 regulations of the Association, provided that any suspension  
28 of such voting rights except for failure to pay assessments,

1 shall be made only by the Board of Directors or a duly appointed  
2 committee thereof, after notice and hearing given and held in  
3 accordance with the Bylaws of the Association. The Board of  
4 Directors shall have the right to suspend a member's voting and use  
5 privileges if the Rules and Regulations of the Association have  
6 been violated by a lessee or other person who is a delegated user  
7 (as such delegation is provided for in Section 2 of this ARTICLE IV),  
8 of a member.

9 (d) The right of the Association to dedicate or  
10 transfer all or any part of the Common Area to any public agency,  
11 authority or utility for such purposes and subject to such  
12 conditions as may be agreed to by the Members. No such dedication  
13 or transfer shall be effective unless an instrument signed by  
14 Members entitled to cast two-thirds of the votes of the membership  
15 has been recorded, agreeing to such dedication or transfer, and  
16 unless written notice of the proposed action is sent to every  
17 Member not less than thirty (30) nor more than sixty (60) days  
18 in advance, provided, however, the foregoing requirements shall not  
19 apply to dedication in the events specified in subparagraph (f).

20 (e) The right of Declarant (and its sales agents  
21 and representatives) to the non-exclusive use of the Common Area  
22 and the facilities thereof for special events, affairs, promotional  
23 activities, displays, exhibit purposes and otherwise, in connection  
24 with Declarant's public relations program or in connection with  
25 the sale of lots within the Heritage Ranch or any property annexed  
26 thereto, which right Declarant hereby reserves; provided, however,  
27 that such use shall terminate if Declarant terminates its sales  
28 efforts and public relations program at any point in time for a

1 period of more than one (1) continuous year. Provided, however,  
2 in the event of any Act of God or of any Governmental order which  
3 might be decreed in time of war or national emergency which has  
4 the effect of interrupting Declarant's sales efforts and public  
5 relations program, such interruption shall not limit Declarant's  
6 right to resume and continue to use the Common Area and  
7 facilities. It is further provided that Declarant, in exercising  
8 its rights hereunder, shall endeavor at all times to conduct its  
9 activities in such a manner as not to unreasonably restrict the  
10 members in their use and enjoyment of the Common Area or  
11 facilities.

12 (f) (i) The County of San Luis Obispo, in  
13 consideration of granting exceptions to zoning and subdivision  
14 requirements, and thereby authorizing the development of the  
15 HERITAGE RANCH, and in particular this Tract 424, may  
16 enforce the provisions of this Declaration relating to the  
17 covenants pertaining to the Common Area within the property,  
18 in the event that Declarant, its successors and assigns,  
19 (including the Association) shall fail to maintain the Common  
20 Areas. The County assumes no obligation to enforce any of the  
21 Covenants, Conditions and Restrictions contained herein. The  
22 rights of the County to enforce the Covenants, as they relate  
23 to maintenance of the Common Areas, shall only accrue in the  
24 event that the Common Areas, together with all improvements  
25 thereon, are not maintained in an orderly manner without  
26 constituting either a public or private nuisance. Declarant  
27 covenants, for the benefit of the County and for the benefit of  
28 owners of lots, that the Common Area within Tract 424, and that

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1 other Common Areas conveyed to the Association, shall be maintained  
2 for the exclusive use and benefit of the members of the Association,  
3 their delegated users (lessees), and their guests.

4 (f) (ii) The Declarant hereby offers to dedicate  
5 the Common Area to the County of San Luis Obispo which dedication  
6 is contingent upon the failure of the Association to maintain the  
7 Common Area in accordance with generally accepted standards for  
8 maintenance of shrubs, trees and undeveloped natural common areas,  
9 and all improvements contained within the common area (including,  
10 without limitation, recreational buildings, streets, curbs, side-  
11 walks and other facilities). The rights of dedication set forth  
12 in this subparagraph (ii) are independent of and in addition to the  
13 other rights provided for in this subparagraph (f).

14 (f) (iii) The County of San Luis Obispo, in the  
15 event the Common Area is not properly maintained in accordance  
16 with the generally accepted standards for maintenance of shrubs,  
17 trees and undeveloped natural Common Areas, and all improvements  
18 contained within the Common Area (including without limitation,  
19 recreational buildings, streets, curbs, sidewalks, and other  
20 facilities), or in the event there is a delinquency in the payment  
21 of taxes or assessments imposed by law upon the Common Area  
22 portions owned by the Association, and of this Tract, which continues  
23 for thirty (30) days after written notice from the County to the  
24 Association and to Declarant, may make and enforce assessments,  
25 which shall be a lien against the lots within this tract and any  
26 lots annexed to this tract and to the Association, and the Common  
27 Area, and Declarant hereby acknowledges on behalf of itself, its  
28 successors and assigns, that any such assessment shall be a lien

1 against the lots within this Tract and any lot annexed to this  
2 Tract and to the Association, and on the Common Areas of the  
3 Association. This lien of the County on each lot and the Common  
4 Area may be enforced by civil action or foreclosure of lien or other  
5 remedy. It is the intent of this provision that the County is to  
6 enforce its assessment and lien on the lots in this Tract and any  
7 lots annexed to this Tract and to the Association, and to the  
8 Common Areas to insure the maintenance of the Common Areas which  
9 are required to be maintained by the Association.

10           Section 2. Delegation of Use. Any Member  
11 may delegate, in accordance with the Bylaws and Rules and  
12 Regulations of the Association, his right of enjoyment to the  
13 Common Areas and the facilities to members of his family or his  
14 tenants who reside on the member's lot.

15           Section 3. Waiver of Use. No member may exempt  
16 himself from personal liability for assessments duly levied by the  
17 Association, nor release the lot owned by him from the liens and  
18 charges hereof, by waiver of the use and enjoyment of the Common  
19 Areas and the facilities thereon, or by abandonment of his lot.

20           Section 4. Title to the Common Area. The Declarant  
21 hereby covenants for itself, its successors and assigns, that  
22 it will convey, in accordance with said Declarant's Development  
23 Plan, title to the Common Areas either directly to the Association  
24 or to a trust company authorized to do business in California,  
25 subject to deed restrictions imposed by Declarant, providing for  
26 the common areas to be restricted to the non-commercial  
27 recreational uses provided for in Declarant's Development Plan and  
28 to easements, conditions and reservations then of record,

1 including those set forth in this Declaration and Supplementary  
2 Declarations. The trust company shall convey such Common Area  
3 to the Association on the happening of either of the following  
4 events, whichever occurs earlier:

5 (a) When 4,080 lots have been  
6 sold; or

7 (b) Three (3) years after the date of  
8 issuance of the most recent Final Subdivision  
9 Public Report by the Real Estate Commissioner  
10 of the State of California pertaining to the  
11 real property described in Exhibit "B" or any  
12 part thereof.

13 ARTICLE V

14 COVENANTS FOR MAINTENANCE ASSESSMENTS

15 Section 1. Creation of the Lien and Personal

16 Obligation of Assessments. The Declarant, for each lot owned by it  
17 within the Tract and within any additional Tracts annexed to the  
18 Heritage Ranch Planned Community, hereby covenants and agrees to pay,  
19 and each Owner of any lot in the Heritage Ranch Planned Community  
20 which becomes subject to the jurisdiction of the Association, by  
21 acceptance of a deed therefor, whether or not it shall be so expressed  
22 in any such deed, is deemed to covenant and agrees to pay to  
23 the Association: (1) Regular assessments or charges,  
24 and (2) Special assessments for capital improvements,  
25 such assessments to be fixed, established and collected from time  
26 to time as hereinafter provided. The regular and special  
27 assessments, together with such interest thereon and costs of  
28 collection thereof, as hereinafter provided, shall be a charge on

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1 the land and shall be a continuing lien upon the lot against which  
2 each such assessment is made. Each such assessment, together with  
3 such interest, costs and reasonable attorneys fees, shall also  
4 be the personal obligation of the person who was the Owner of  
5 such lot at the time when the assessment fell due.

6       Section 2. Purpose of Assessments. The assessments  
7 levied by the Association shall be used exclusively for the  
8 purpose of safety and welfare of the Members of the Association  
9 and, in particular, for the improvement, operation and maintenance  
10 of the properties of the Association, and the services and  
11 facilities devoted to this purpose, and related to the use of the  
12 Common Area and all improvements contained on such Common Area.

13       Section 3. Regular Assessments. The amount and time  
14 of payment of regular assessments shall be determined by the  
15 Board of Directors of the Association pursuant to the Articles of  
16 Incorporation and Bylaws of said Association, after giving due  
17 consideration to the current maintenance and operation costs and  
18 future needs of the Association. Written notice of the amount of  
19 an assessment, regular or special, shall be sent to every owner and  
20 the due date of the payment of same shall be set forth in said  
21 notice. Regular assessments shall be fixed on an annual basis.

22       Section 4. Special Assessments for Capital  
23 Improvements. In addition to the regular assessments, the  
24 Association may levy in any fiscal year, a special assessment  
25 applicable to that year only, for the purpose of defraying, in  
26 whole or in part, the costs of any construction or reconstruction,  
27 unexpected repair or replacement of the capital  
28 improvements upon the Common Area, including the necessary

1 fixtures and personal property related thereto, provided that any  
2 such assessment which is more than a sum equal to Ten Percent  
3 (10%) of the regular annual assessment, shall have the assent of  
4 the majority of the members who are eligible to vote, excluding  
5 the Declarant, in person or by proxy at any such meeting duly  
6 called for this purpose.

7         Section 5. Uniform Rate of Assessment. Both regular  
8 and special assessments shall be fixed at a uniform rate for  
9 all lots and may be collected on a monthly or annual basis.

10         Section 6. Date of Commencement of Regular  
11 Assessments and Fixing Thereof. Regular assessments of the  
12 Association shall commence as to all lots in this Tract on the  
13 first day of the month following the conveyance of the first lot  
14 within this Tract to an individual owner. Regular assessments of  
15 the Association shall commence as to all lots in each area annexed  
16 into the Heritage Ranch Planned Community and this Association on  
17 the first day of the month following the recordation of a  
18 Declaration of Conditions, Covenants and Restrictions annexing the  
19 said area to the Heritage Ranch Planned Community and to this  
20 Association.

21         Section 7. Certificate of Payment. The Association  
22 shall, upon demand, furnish to any Owner liable for said  
23 assessment, a Certificate in writing, signed by an officer of the  
24 Association, setting forth whether the regular and special  
25 assessments on a specified lot have been paid, and the amount of  
26 the delinquency, if any. A reasonable charge may be made by the  
27 Board for the issuance of these Certificates. Such Certificate  
28 shall be conclusive evidence of payment of any assessment therein

1 stated to have been paid.

2           Section 8. Exempt Property. The following property  
3 subject to this Declaration shall be exempt from the assessments  
4 created herein:

5           (a) All properties dedicated to and accepted  
6 by a local public authority;

7           (b) The Common Area owned by the Association.

8                           ARTICLE VI

9                           ASSESSMENTS

10           Section 1. Lien. The amount of each regular and  
11 special assessment, plus any other charges thereon, such as  
12 interest when delinquent, and costs of collection (including  
13 attorneys fees), if any, shall constitute and become a lien on  
14 the lot so assessed when the Board of Directors causes to be  
15 recorded with the County Recorder of San Luis Obispo County a  
16 Notice of Assessment, which shall state the amount of such  
17 assessment and such other charges, a description of the lot which  
18 has been assessed, and the name of the record owner thereof.  
19 Such Notice shall be signed by the Secretary of the Association  
20 on behalf of the Association. Upon payment of said assessment  
21 and charges in connection with which such Notice has been so  
22 recorded, or other satisfaction thereof, the Board of Directors  
23 shall cause to be recorded further Notice stating the satisfaction  
24 and release of the lien thereof.

25           Section 2. Delinquency. Any assessment (or any  
26 installment of such assessment) provided for in this Declaration,  
27 which is not paid when due, shall be delinquent. With respect  
28 to each assessment or any installment of each assessment not paid

1 within fifteen (15) days after its due date, the Association may,  
2 at its election, require the Owner to pay a "late charge" in a sum  
3 to be determined by the Association, but not to exceed \$10.00 per  
4 each delinquent assessment or installment of such assessment.  
5 If any such assessment or installment is not paid within thirty (30)  
6 days after the delinquency date, the assessment shall bear interest  
7 from the date of delinquency at the rate of Ten Percent (10%) per  
8 annum, and the Association may, at its option, bring an action at  
9 law against the Owner personally obligated to pay the same, or any  
10 necessary proceedings to foreclose the lien provided for in  
11 Section 1 of this ARTICLE VI against the lot, and there shall be  
12 added to the amount of such assessment: a) the late charge, b) the  
13 costs of preparing and filing the complaint in such action, c) in  
14 the event a judgment is obtained, such judgment shall include said  
15 interest, court costs and a reasonable attorneys fee, d) in the  
16 event a foreclosure proceeding is commenced, then the costs and  
17 attorneys fees connected with the foreclosure. Each Owner vests  
18 in the Association or its assigns, their right and power to  
19 bring all actions at law or lien foreclosure proceedings  
20 against such Owner or other Owners for the collection of such  
21 delinquent assessments.

22       The Board of Directors shall have the option to  
23 declare that the entire unpaid balance of an assessment is due  
24 and payable in the event a default should be made on the payment  
25 of any installment of such assessment.

26       Section 3. Notice of Lien. No action shall be brought  
27 to foreclose said assessment lien or to proceed under the power  
28 of sale herein provided less than thirty (30) days after the date

1 a notice of foreclosure of lien is deposited in the U. S. mail,  
2 certified or registered, postage prepaid, to the Owner of said lot  
3 and a copy thereof is recorded by the Association in the Office of  
4 the County Recorder of San Luis Obispo County, in which the  
5 properties are located; said notice of foreclosure must recite a  
6 a good and sufficient legal description of any such lot, the  
7 record owner or reputed owner thereof, the amount claimed (which  
8 shall include interest on the unpaid assessment at the rate of  
9 Ten Percent (10%) per annum, plus reasonable attorneys fees and  
10 expenses of collection in connection with the debt secured by  
11 said lien), and the name and address of claimant.

12           Section 4. Foreclosure Sale. Any such sale provided  
13 for above is to be conducted in accordance with the provisions  
14 of Section 2924, 2924b and 2924c of the Civil Code of the State  
15 of California, applicable to the exercise and powers of sale in  
16 mortgages and deeds of trust, or in any other manner permitted or  
17 provided by law. The Association, through its duly authorized  
18 agents, shall have the power to bid on the lot at foreclosure sale,  
19 and to acquire and hold, lease, mortgage and convey the same.

20           Section 5. Curing of Default. Upon the timely curing  
21 of any default for which a notice of claim of lien was filed by  
22 the Association, the officers of the Association are hereby  
23 authorized to file or record, as the case may be, an appropriate  
24 release of such notice of foreclosure, upon payment by the  
25 defaulting Owner of a fee, to be determined by the Association, but  
26 not to exceed \$25.00 to cover the costs of preparing and filing or  
27 recording such release, together with the payment of such other  
28 costs, interest or fees, that shall have been incurred.

1           Section 6. Cumulative Remedies. The assessment lien  
2 and the rights to foreclose and sale thereunder shall be in  
3 addition to and not in substitution for all other rights and  
4 remedies which the Association and its assigns may have hereunder  
5 and by law, including a suit to recover a money judgment for  
6 unpaid assessments, as above provided.

7           Section 7. Subordination of Assessment Liens. If any  
8 lot subject to a monetary lien created by any provision hereof  
9 shall be subject to the lien of a deed of trust made in good faith  
10 and for value, and which is recorded prior to the recordation of  
11 such Notice of Foreclosure: (1) the foreclosure of any lien  
12 created by anything set forth in this Declaration shall not operate  
13 to affect or impair the lien of such deed of trust; (2) the fore-  
14 closure of the lien of such deed of trust or the acceptance of a deed  
15 in lieu of foreclosure of the deed of trust shall not operate to  
16 affect or impair the liens provided by this Declaration, except that  
17 the liens provided by this Declaration for said charges as shall have  
18 accrued up to the foreclosure or the acceptance of the deed in lieu  
19 of foreclosure shall be subordinate to the lien of the deed of  
20 trust, with the foreclosure-purchaser or deed-in-lieu-grantee  
21 taking title free of the liens created by the provisions of this  
22 Declaration for all said charges that have accrued up to the time  
23 of the foreclosure or deed given in lieu of foreclosure, however,  
24 title shall be subject to the liens provided for in this  
25 Declaration for all said charges that shall accrue subsequent to  
26 the date of the completion of foreclosure or recordation of the  
27 deed given in lieu of foreclosure.

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1 ARTICLE VII

2 DUTIES AND POWERS OF THE ASSOCIATION

3 Section 1. Duties and Obligations of the

4 Association. The Association shall have the obligations and duties,  
5 subject to the Heritage Ranch Declarations of Covenants, Conditions  
6 and Restrictions, to do and perform each and every of the following  
7 for the benefit of the owners, and for the maintenance and improve-  
8 ment of the properties of the Association and all properties annexed  
9 to this Tract, the Heritage Ranch Planned Community, and the  
10 Association.

11 (a) The Association shall accept as part of the  
12 Association, all property annexed to the Heritage Ranch Planned  
13 Community and the Association, pursuant to ARTICLE II, and shall  
14 accept all owners entitled to membership as members of the  
15 Association.

16 (b) The Association shall accept title to all  
17 Common Areas and easements from time to time conveyed to it by  
18 Declarant.

19 (c) The Association shall maintain, or provide  
20 for the maintenance of, the Common Area, recreational facilities  
21 and all improvements of whatever kind and for whatever purpose  
22 from time to time located on the Common Area in good order and  
23 repair, including but not limited to the private roads, park areas,  
24 riding trails and bike trails; roads shall be maintained in a  
25 condition of repair at least equal to that of comparable roads  
26 of the County of San Luis Obispo.

27 (d) The Board of Directors shall, from time to time,  
28 make, establish, promulgate, amend and repeal the Rules and Regu-

1 lations of the Association according to the procedure set forth in  
2 the Bylaws.

3 (e) The Board of Directors shall, from time to  
4 time, make, establish, promulgate, amend and repeal rules,  
5 regulations and criteria pertaining to the functions and decisions  
6 of the Architectural and Environmental Control Committees.

7 (f) The Association shall take such action,  
8 whether or not expressly authorized by the Declarations of  
9 Conditions, Covenants and Restrictions, as may reasonably be  
10 necessary to enforce the restrictions, limitations, covenants  
11 and conditions of this Declaration and all Supplemental  
12 Declarations, the Heritage Ranch Owners Association  
13 Rules, Bylaws and the Architectural and Environmental Committee  
14 Rules.

15 (g) The Association shall pay any real and  
16 personal property taxes and other charges assessed against the  
17 Common Areas.

18 (h) The Association shall have the authority to  
19 obtain, for the benefit of all of the Common Areas, all water,  
20 gas and electric services and refuse collection.

21 (i) The Association may grant easements where  
22 necessary for utilities and roads over the Common Areas to serve  
23 the Common Areas and the lots.

24 (j) The Association shall maintain such policy or  
25 policies of insurance as the Board of Directors of the  
26 Association deems necessary or desirable in furthering the  
27 purposes of protecting the interests of the Association and its  
28 Members.



1 (k) The Association shall have the authority to  
2 employ a manager or other persons and to contract with independent  
3 contractors or managing agents to perform all or any part of the  
4 duties and responsibilities of the Association, provided that any  
5 contract with a person or firm appointed as a manager or managing  
6 agent shall provide for the right of the Association to terminate  
7 the same at the first annual meeting of the Members of the  
8 Association.

9 (l) The Association shall have the power to  
10 establish and maintain a working capital and contingency fund in  
11 an amount to be determined by the Board of Directors of the  
12 Association.

### 13 ARTICLE VIII

#### 14 ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEES

15 Section 1. Architectural and Environmental Control  
16 Committees. All plans and specifications for any structure or  
17 improvement whatsoever to be erected on or moved upon or to any lot,  
18 and the proposed location thereof on any lot or lots, the  
19 construction material, the roofs and exterior color schemes, any  
20 later changes or additions after initial approval thereof, and  
21 any remodeling, reconstruction, alterations or additions thereto  
22 on any lot, and any excavation, fill or removal of trees, shall be  
23 subject to and shall require the approval in writing before any  
24 such work is commenced of the appropriate Architectural and  
25 Environmental Control Committee.

26 Section 2. Number of Committees. There shall be  
27 seven (7) separate Architectural and Environmental Control  
28 Committees. There shall be a separate Architectural and

1 Environmental Control Committee for each of the following types  
2 of usage or development to be contained on real properties subject  
3 to the jurisdiction of the Association:

- 4 (1) Recreational Vehicle Lots;
- 5 (2) Twenty (20) Acre Lots (lot approximately  
6 20 acres in size);
- 7 (3) Single Family Residential Lots;
- 8 (4) Condominiums and Multiple Family  
9 Residential Lots;
- 10 (5) Mobile Home Lots;
- 11 (6) Commercial and Industrial Lots;
- 12 (7) Unsubdivided Parcels Larger Than  
13 Twenty (20) Acres.

14 Section 3. Composition of Committees. Each  
15 Architectural and Environmental Control Committee shall be composed  
16 of three (3) members to be appointed by Declarant. Each Committee  
17 shall include two (2) members who own lots within the Heritage  
18 Ranch Planned Community in an area permitting the same land use as  
19 would come within the jurisdiction of the appropriate Committee.  
20 The third Committee member may be an owner of any type of lot in the  
21 Heritage Ranch Planned Community, or may be a non-owner or non-  
22 member. Each of said members shall be an owner of a lot in the  
23 usage area to be governed by such Committee; for the purpose of  
24 this ARTICLE, officers and/or directors of a corporate owner shall  
25 qualify to serve as a member of such Committee. Architectural  
26 and Environmental Control Committee Members shall be subject to  
27 removal by Declarant and any vacancies from time to time existing  
28 shall be filled by appointment by Declarant, or in the event of

1 Declarant's failure to so appoint within two (2) months after any  
2 such vacancy, then by the Board of Directors of the Association.  
3 The Board of Directors of the Association shall have complete  
4 control of the appointments and removal of the Committee Members,  
5 six (6) years after the date of the conveyance of the first lot in  
6 the Heritage Ranch Planned Community to an individual owner or when  
7 6,120 lots have been conveyed in the Heritage Ranch Planned  
8 Community, whichever occurs earlier, provided, however, Declarant  
9 may, at any time prior to the Association having such membership,  
10 relinquish Declarant's rights of appointment in favor of the Board  
11 of Directors of the Association.

12           Section 4. Submission of Plans. There shall be sub-  
13 mitted to the appropriate Architectural and Environmental Control  
14 Committee two complete sets of plans and specifications for any and  
15 all proposed improvements and structures, the erection or alteration  
16 of which is desired. No structures or improvements of any kind  
17 shall be erected, altered, placed or maintained upon any lot unless  
18 and until the final plans and specifications for such improvement  
19 or structure have received the written approval of the appropriate  
20 Architectural and Environmental Control Committee. Plans submitted  
21 to the Architectural and Environmental Control Committee shall  
22 include plot plans showing the location on the lot of the building,  
23 wall, fence or other improvement or structure proposed to be  
24 constructed, altered, placed or maintained, together with the  
25 proposed construction material, color schemes for roofs and  
26 exteriors thereof, proposed excavation, fill and tree removal, if  
27 any, and proposed landscape planning. In addition, topography maps  
28 prepared by a registered civil engineer or a licensed land surveyor

1 shall be included as part of all plans. The appropriate  
2 Architectural and Environmental Control Committee shall approve or  
3 disapprove plans, specifications and details within thirty (30)  
4 days from the receipt thereof, or shall notify the person submitting  
5 them that an additional period of time, not to exceed fifteen (15)  
6 days, is required for such approval or disapproval. Plans,  
7 specifications and details not approved or disapproved within the  
8 time limits provided herein shall be deemed approved as submitted.  
9 One set of said plans, specifications and details with the approval  
10 or disapproval, endorsed thereon by the Architectural and  
11 Environmental Control Committee, shall be returned to the person  
12 submitting them and the other copy thereof shall be retained by the  
13 appropriate Architectural and Environmental Control Committee for  
14 its permanent files. The appropriate Architectural and Environmental  
15 Control Committee shall have the right to disapprove any plans,  
16 specifications or details submitted to it in the event the same  
17 are not in accordance with all the provisions of the applicable  
18 Heritage Ranch Declarations of Conditions, Covenants and  
19 Restrictions; if the design or color scheme of the proposed  
20 improvement or other structure is not in harmony with the general  
21 surroundings of such lot or with the adjacent improvements or  
22 structures, or entails excessive grading, excavation or fill, or  
23 removal of trees, or does not provide adequate drainage of a lot  
24 and adjacent areas; or if the plans and specifications are  
25 incomplete. The decisions of the appropriate Architectural and  
26 Environmental Control Committee shall be binding. Provided,  
27 however, that any owner who desires to appeal the Architectural and  
28 Environmental Control Committee's decisions may do so by filing a

1 written request for review with the Board of Directors specifying  
2 each and every reason for any dissatisfaction with the appropriate  
3 Architectural and Environmental Control Committee's decision.  
4 The Board of Directors, in its discretion, may consider the factors  
5 specified, the request for review and any additional information  
6 related to such factors. The Board of Directors may then reject  
7 the owner's appeal or reverse the Architectural and Environmental  
8 Control Committee's decision and the Board of Directors decision  
9 shall be final. The appropriate Architectural and Environmental  
10 Control Committees, the Association, the Declarant, and their  
11 architects or agents shall not be responsible in any way for any  
12 defects in any plans or specifications submitted, revised or  
13 approved in accordance with the foregoing provisions, nor for any  
14 structural or other defects, and any work done according to such  
15 plans and specifications.

16 (a) In the event that the appropriate Architectural  
17 and Environmental Control Committee should reject any plans  
18 suggesting revisions and modifications, then any resubmittal  
19 of such plans, as revised and modified, shall be handled in the  
20 same manner as if the plan were an original submission to the  
21 appropriate Architectural and Environmental Control Committee.

22 (b) The owner of a lot shall submit his particular  
23 plans to the appropriate Architectural and Environmental Control  
24 Committee, subject to such rules, regulations and procedures  
25 as are established from time to time by the Board of Directors  
26 for the filing and approval or disapproval of plans and  
27 specifications by the Architectural and Environmental Control  
28 Committees.

1 (c) Each Architectural and Environmental Control  
2 Committee shall notify the County Planning Department of San Luis  
3 Obispo County and the Association's General Manager, in writing,  
4 of the name and address of a lot owner whose plans have been  
5 approved by such Committee, and the date of approval of such plans.

6 Section 5. Each lot owner in this Tract shall construct  
7 or cause to be constructed upon his lot two off-street parking  
8 spaces at such time as the lot is improved with a residential  
9 dwelling. Each space shall be of sufficient size to accommodate  
10 a standard size automobile and at least one of the parking spaces  
11 shall be in the form of a carport or garage constructed in accord-  
12 ance with the rules and regulations of the appropriate Architectural  
13 and Environmental Control Committee.

14 Section 6. Every building, dwelling, improvement or  
15 structure, the construction or placement of which is begun on any  
16 lot in this Tract shall have the exterior of the building improve-  
17 ment or structure, and all landscaping, completed within six (6)  
18 months after the beginning of such construction or placement of such  
19 building, improvement or structure on the lot, and the interior shall  
20 be completed within twelve (12) months from the commencement of such  
21 construction, placement of the building, dwelling, structure or  
22 improvement on such lot.

23 Section 7. Every building, dwelling, improvement or  
24 structure having a roof shall use a roof covering material of  
25 cedar shakes, wood shingles, clay or cement tile, or built up  
26 roofing and colored rock or other material approved by the  
27 appropriate Architectural and Environmental Control Committee,  
28 provided, however, the appropriate Architectural and Environmental

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1 Control Committee may not, under any conditions, allow any  
2 asphalt shingles or rolled roofing to be used as a roof covering  
3 material.

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

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

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

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

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

1 ARTICLE IX

2 SIZE AND PLACEMENT OF RESIDENCE AND STRUCTURE

3 Section 1. Every residence dwelling constructed on a lot  
4 in this Tract shall contain the following minimum square feet of  
5 fully enclosed floor area, devoted to living purposes (exclusive of  
6 roofed or unroofed porches, terraces, garages and other  
7 outbuildings):

8 Lot Nos. 109 through 116, 122 through 133, 48, 50, 60,  
9 62, 28, 29, 46, 47, 26, and 27: 480 square feet;

10 Lot Nos. 117 through 121, 87 through 108, 51, 52, 56,  
11 59, 31 through 35, 41, 46, 1 through 6, 13, 16, 21,  
12 22, 23 and 25: 720 square feet;

13 Lot Nos. 91 through 98, 63 through 86, 53, 55, 32,  
14 33, 36 through 40, 7 through 12 and 17 through 20:  
15 960 square feet.

16 Each such dwelling shall be of single story construction; provided,  
17 however, that split level or two story residences may be constructed  
18 only on Lot Nos. 8 through 12, 17 through 21, 36 through 40,  
19 51 through 55, 75 through 79 and 96 through 98.

20 Section 2. Whenever two or more contiguous lots in the  
21 subdivision shall be owned by the same person, such person shall,  
22 if he so desires, use the said two or more lots as a site for a  
23 single dwelling house. The lots constituting the site for such  
24 single dwelling house shall be treated as a single lot for the  
25 purpose of applying these restrictions to said lots, so long  
26 as the lot is being improved with a single dwelling house.  
27 For purposes of this Declaration, a "single story house" is  
28 defined as follows: The house shall appear as a single story  
house when viewed from the street. The maximum height of the  
structure shall not exceed fifteen (15) feet in height above the



1 main floor level and the area above the main floor ceiling shall  
2 not be designed, built or used for habitable space. On lots  
3 which slope from front to rear, it shall be permissible to  
4 construct a limited lower floor area below the main floor which  
5 does not exceed one half the floor area of the main floor. In  
6 no event shall the main floor elevation be constructed more than  
7 eighteen (18) inches above the finished ground level along the  
8 elevation of the house facing any street when any partial floor is  
9 built below the main floor.

10 Section 3. No lot in this Tract shall be used  
11 except for single family residential purposes. No structure  
12 shall be erected, placed or permitted to remain on any lot in this  
13 Tract other than one detached, single family residence dwelling  
14 and such outbuildings as are usually accessory to a single family  
15 residence dwelling, including a private garage or carport.

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

25 (a) Twenty (20) feet from the front line  
26 of each lot abutting the street.

27 (b) Twenty (20) feet from the rear line  
28 of each lot.

1 (c) Side yard setbacks are as designated  
2 on the Subdivision Map for this Tract; (side  
3 yard setbacks are delineated by the Setback  
4 Line contained on the Subdivision Map for this  
5 Tract. Where a zero side yard is designated,  
6 the rights and liabilities of the adjacent lot  
7 owners shall be as follows:

8 (1) Dwelling units may be located  
9 immediately adjacent to a side lot line where the setback line  
10 is the same as the side lot line.

11 (2) Exterior walls of a single family home  
12 which are located within twelve (12) inches of a lot line shall  
13 be designated "party walls". Each party wall shall be owned  
14 by the owner of the lot on which the home is located.

15 (3) The party wall owner shall have a five (5)  
16 foot maintenance easement over the lot adjacent to the party wall.  
17 This easement shall be adjacent to and parallel with the party wall.  
18 The easement is to allow the party wall owner and his agents,  
19 employees or contractors access during daylight hours only for  
20 maintenance and repair purposes.

21 (4) The owner of the lot on which the maintenance  
22 easement is located may landscape within the easement, subject to  
23 the appropriate Architectural and Environmental Control Committee  
24 Rules. The owner of the party wall shall have no liability for  
25 damage to or removal of any structures, decorations or landscaping  
26 erected or placed within four (4) feet of the party wall; provided,  
27 however, that such damage or removal is not unreasonable and is  
28 necessarily required by such maintenance or repair work. Before

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1 initiating any maintenance or repair work, the party wall owner  
2 shall give the owner of the lot upon which the maintenance easement  
3 is located twenty-four (24) hours notice of his intention to begin  
4 said repair or maintenance.

5 (5) The party wall owner shall have the right  
6 to maintain eaves or projections or other architectural features  
7 of a single family home over the easement up to a minimum of  
8 thirty-six (36) inches from the party wall when such eaves or  
9 features are a part of the original structure.

10 (6) The party wall owner's easement shall be  
11 limited to the purposes, terms and conditions as set forth herein.

12 ARTICLE X

13 EASEMENTS

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

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

24 Section 3. There is hereby reserved to Declarant an  
25 easement over the rear six (6) feet of each lot, and six (6) feet  
26 along each side lot line of each lot, except the side of the lot  
27 which is within the area designated on the Subdivision Map of the  
28 Tract as the Building Area, said Building Area being delineated by

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1 the broken line designated on the said Subdivision Map as the setback;  
2 line. The reservation shall allow Declarant to place on, under or  
3 across such easement area, public utilities, (including, but not  
4 limited to, water, gas, sanitary, sewer, electric, telephone and  
5 drainage), drainage facilities, transmission lines and facilities  
6 for a community antenna television system and the right to enter  
7 upon the easement area of such lot to service, maintain, repair,  
8 reconstruct and replace said utilities, lines or facilities, together  
9 with the right to grant and transfer the same; provided, however,  
10 that the exercise of such rights does not unreasonably interfere  
11 with the owner's reasonable use and enjoyment of said lot. Within  
12 these easements, no structure, planting or other material shall be  
13 placed or permitted to remain which may damage or interfere with  
14 the installation and maintenance of utilities or lines, or which  
15 may damage, interfere, or change the direction of flow of drainage  
16 facilities in the easements. The easement area of each lot in this  
17 Tract and all of owner's improvements thereon shall be maintained  
18 continuously by the Owner of the lot, or if in the Common Area, by  
19 the Association, except for those improvements for which a public  
20 authority or utility company is responsible.

21       Section 4. There shall be reciprocal appurtenant ease-  
22 ments of encroachment as between each lot in this Tract, and such  
23 portion or portions of the Common Area adjacent thereto, and/or as  
24 between adjacent lots due to settling or shifting of the improvements  
25 and structures constructed, reconstructed or altered thereon (in  
26 accordance with the terms of this Declaration) to a  
27 distance of not more than two (2) feet as measured from  
28 any point on the common boundary between each lot and the

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1 adjacent portions of the Common Area or as between said adjacent  
2 lots, as the case may be, along a line perpendicular to such  
3 boundary at such point.

4 ARTICLE XI

5 GENERAL USE RESTRICTIONS

6 Section 1. Lots shall be used only for those purposes  
7 prescribed by Declarant's Development Plan, this Declaration of  
8 Conditions, Covenants and Restrictions and Conditional Use  
9 Permits issued by San Luis Obispo County.

10 Section 2. No trash, rubbish, garbage or other refuse  
11 shall be dumped or stored on any lot. No outside burning of  
12 trash or garbage shall be permitted on any lot.

13 Section 3. No noxious or offensive activities shall  
14 be carried on upon any lot nor shall anything be done on any lot  
15 that shall be or become an unreasonable annoyance or nuisance to  
16 the neighborhood, or which shall in any way interfere with the  
17 quiet enjoyment of each of the Owners of each respective lot.

18 Section 4: All lots, whether occupied or unoccupied,  
19 and any improvements or structures placed thereon, shall at all  
20 times be maintained in such a manner as to prevent their becoming  
21 unsightly by reason of unattractive growth on such lot or the  
22 accumulation of rubbish or debris thereon. In the event any such  
23 lot or any improvement or any structure thereon is not so  
24 maintained, the Association shall have the right, through its  
25 agents and employees to enter thereon for the purpose of  
26 maintenance, restoration or repair, the cost of which shall be  
27 added to and become a part of the annual assessment to which such  
28 lot is subject.

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1           Section 5. Every tank for the storage of fuel installed  
2 outside any building, structure, or other improvement in this Tract  
3 shall be buried below the surface of the ground or otherwise com-  
4 pletely screened, to the satisfaction of the appropriate Architectural  
5 and Environmental Control Committee. Every outdoor receptacle for  
6 ashes, trash, rubbish or garbage in this Tract shall be installed  
7 underground, screened or so placed and kept as not to be visible  
8 from any street, Common Area, or lake within the property at any  
9 time except during refuse collections.

10           Section 6. The parking, storage or keeping of any truck,  
11 camper, boat, trailer or recreational vehicle upon a lot in this  
12 Tract so as to be visible to the occupants of other lots or the  
13 users of any street, or within the area between the street right-  
14 of-way line and the front setback line of the lot, or in the side  
15 setback area of any corner lot, is expressly prohibited, except as  
16 to those lots designated for such parking and storage.

17           Section 7. No mobile home, recreation vehicle unit, tent,  
18 or other temporary living quarters may be placed, maintained or  
19 occupied on any lot in this Tract; except that the owner thereof,  
20 upon completion and occupancy of the principal dwelling, may store  
21 such items on his lot in a reasonable manner, within the areas  
22 allowed, as described in Section 6 of this ARTICLE, unless otherwise  
23 prohibited in this Declaration.

24           Section 8. No motorcycle riding shall take place within  
25 the Tract if such motorcycle shall emit sounds having a decibel  
26 rating higher than that established from time to time by the Board  
27 of Directors.

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1           Section 9. There shall be no outside drying or laundry  
2 areas visible from any street or lot.

3           Section 10. No sign of any kind or for any use or purposes  
4 whatsoever shall be erected, posted, pasted, painted or displayed  
5 upon any of said lots in this Tract, or upon any building improve-  
6 ment or other structure, except house numbering devices and signs  
7 giving notice that the property is for sale or lease, which signs  
8 shall be approved as to size, style and location by the appropriate  
9 Architectural and Environmental Control Committee, provided, however,  
10 the foregoing shall not apply to "For Sale" signs which are of a  
11 size, design, color and configuration commonly used in the area,  
12 and in no event shall this Section be deemed to place restrictions  
13 upon "For Sale" signs which are inconsistent with the provisions  
14 of Section 712 of the California Civil Code. Provided, that the  
15 foregoing covenant shall not apply to the business activities,  
16 signs and billboards, if any, of Declarant, its agents and assigns,  
17 during the period of construction and sale of lots within the  
18 Heritage Ranch Planned Community.

19           Section 11. No animals, livestock or poultry of any kind  
20 shall be raised, bred or kept on any of said lots in this Tract,  
21 except that two dogs, cats or other usual household pets may be  
22 kept, provided that they are not kept, bred or maintained for any  
23 commercial purpose. The Association shall have the power and  
24 right to adopt rules and regulations for the control of household  
25 pets within the Tract, including but not limited to, the  
26 control of pets in the Common Area, or in areas open to the  
27 general public.

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1           Section 12. Lot owners shall not construct, install or  
2 maintain an outside television or radio antenna after the time  
3 that cable television becomes available to them at rates of  
4 charge for installation and monthly service commensurate with the  
5 rates charged by comparable systems.

6           Section 13. No well for the production of, or from which  
7 there is produced water, oil or gas, shall be operated or constructed  
8 upon any lot in this Tract, nor shall any machinery, appliance or  
9 structure be placed, operated or maintained thereon for use in  
10 connection with any commercial, retail, service, trading,  
11 manufacturing or repairing business.

12           Section 14. Lot owners shall not alter or construct on or  
13 remove from the Common Area anything except upon written consent  
14 of the Association.

15           Section 15. No part of the Common Area of this Tract  
16 shall ever be used or caused to be used or allowed or authorized  
17 in any way, directly or indirectly, for any business, commercial,  
18 manufacturing, mercantile, store, vending or any other purpose  
19 other than maintaining same as an undeveloped natural Common Area,  
20 road, sidewalk, riding trail, bicycle trail or other recreational  
21 usage. Nothing contained in this Section 15 shall be construed to  
22 impede or prohibit commercial and business vehicles, automobiles,  
23 trucks or other means of conveyance from using the private streets  
24 and easements located in the Common Area for purposes of ingress  
25 and egress to and from lots, parking areas and other areas served  
26 by such roads and easements.

27           Section 16. No tree in excess of three (3) inches in  
28 diameter, measured at a point twelve (12) inches above the ground



1 shall be removed from any lot without first obtaining the written  
2 consent of the appropriate Architectural and Environmental Control  
3 Committee.

4         Section 17. No outside toilet shall be constructed upon  
5 any lot. All plumbing, fixtures, dishwashers, toilets or sewage  
6 disposal systems shall be connected to the community sewage  
7 system.

8         Section 18. No residence, improvement or structure shall  
9 be occupied until the same has been substantially completed in  
10 accordance with its plans and specifications and the certificate  
11 permitting occupancy shall have been issued by the San Luis Obispo  
12 County Building Department, or other appropriate governmental agency.

13         Section 19. An improvement or structure which has been  
14 partially or totally destroyed by fire, earthquake or otherwise,  
15 shall not be allowed to remain in such state for more than three  
16 (3) months from the time of such destruction.

17         Section 20. In order to enhance the appearance and  
18 orderliness of the subdivision, the Declarant hereby reserves for  
19 itself, its successors and assigns, the exclusive right to operate  
20 a commercial scavenging service within the Heritage Ranch Planned  
21 Community for the purpose of removing garbage, trash and other like  
22 household refuse. Such refuse collection and removal service  
23 shall be provided not less often than once each week on a day or  
24 days designated by the Declarant or its successors and assigns.  
25 The charge to be made for such refuse collection and removal  
26 service shall be at a reasonable rate commensurate with the rates  
27 charged by commercial scavengers serving other subdivisions of  
28 high standards in the area and shall be subject to change from

1 time to time.

2           Section 21. No temporary structure or other outbuildings  
3 shall be placed or erected on a lot in this Tract; provided, how-  
4 ever, that the appropriate Architectural and Environmental Control  
5 Committee may grant permission for any such temporary structure  
6 for storage of materials during construction. No such temporary  
7 structures which may be approved shall be used at any time as a  
8 dwelling place. For purposes of this Section, outbuildings and  
9 temporary structures do not include items which may be stored on a  
10 lot as provided in Sections 6 and 7 of this ARTICLE.

11           Section 22. No stripped down, partially wrecked or  
12 junked motor vehicle or sizable part thereof, shall be permitted to  
13 be parked on any road or on any lot in such manner as to be visible  
14 to the occupants of other lots, or the users of any street or  
15 common area. No truck larger than 3/4 ton shall be parked, for  
16 overnight (or longer), storage, on any lot in this Tract.

17           Section 23. No owner of any lot in this Tract shall  
18 build or permit the building on such lot, or the advertising of any  
19 dwelling unit or other improvement or structure that is to be used  
20 as a model house or exhibit unless prior written permission to do  
21 so shall have been obtained from the appropriate Architectural and  
22 Environmental Control Committee.

23           Section 24. No radio station or shortwave operators of  
24 any kind shall operate from any lot or any improvement or structure  
25 situated on such lot in this Tract.

26           Section 25. No part of any fence or wall shall be  
27 constructed or placed within the front yard setback area of any  
28 lot in this Tract. For the purposes of this paragraph, front

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1 yard setback area shall mean the part of the lot that lies between  
2 the line of the street on which the lot abuts and the required  
3 setback from the front line of the lot. No fence or wall shall  
4 be constructed or placed within that part of any lot that is  
5 contiguous to either a lake or golf course, that lies within  
6 twenty (20) feet of the rear line line, and no part of any fence  
7 or wall constructed or placed in the rear yard of any lot that  
8 is contiguous to a lake or the golf course shall exceed three (3)  
9 feet in height. Any fence that is permitted within the Tract  
10 and is not subject to the height limitations set out in the  
11 preceding sentence may have a height not in excess of five (5) feet.

12 Section 26. There shall be no judicial partition of the  
13 Common Area, nor shall any person acquiring any interest in the  
14 Tract or any part thereof seek any judicial partition thereof,  
15 provided, however, that if any lot shall be owned by two or more  
16 co-tenants as tenants in common, or as joint tenants, nothing  
17 herein contained shall be deemed to prevent a judicial partition  
18 as between such co-tenants.

19 Section 27. Declarant, or its transferees, intends to  
20 develop the Tract in accordance with Declarant's Development Plan as  
21 same may be, from time to time, modified. Completion of that work  
22 and the sale, rental and other disposal of the lots and parcels in  
23 the Heritage Ranch Planned Community is essential to the establish-  
24 ment and welfare of this Tract. In order that said work may be  
25 completed and this Tract be established as part of a fully planned  
26 community as rapidly as possible, nothing contained in Section 15  
27 of this ARTICLE XI, nor anything contained in any other Article or  
28 Section of this or any other Declaration of Conditions, Covenants

1 and Restrictions shall be understood or construed to:

2 (a) Prevent Declarant, its transferees or its  
3 contractor, or subcontractors, from doing on this Tract  
4 or any parts thereof, whatever it determines to be reasonably  
5 necessary or advisable in connection with the completion of  
6 Declarant's Development work; or

7 (b) Prevent Declarant, its transferees or its  
8 representatives, from erecting, constructing and maintaining on  
9 any part or parts of this Tract owned or controlled by Declarant,  
10 or its transferees, or its contractors, or its subcontractors, such  
11 improvements or structures as may be reasonably necessary for the  
12 conduct of its business of completing said work and establishing  
13 this Tract as a residential subdivision and disposing of the  
14 same in lots and parcels by sale, lease, or otherwise; or

15 (c) Prevent Declarant, or its transferees, or its  
16 contractors, or its subcontractors, from maintaining such sign  
17 or signs on any of said lots owned or controlled by it as may be  
18 necessary in connection with the sale, lease or otherwise of  
19 the Tract. As used in subparagraphs in this Section,  
20 the words "its transferees" specifically does not include  
21 purchasers of individual lots within the Tract.

22 (d) Prevent Declarant from obtaining ingress and  
23 egress over the Common Area or exercising any rights, easements  
24 or licenses in, on, or over the Common Area, as more particularly  
25 reserved to Declarant in these Conditions, Covenants and  
26 Restrictions or as may be contained in other recorded documents.

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1 ARTICLE XII

2 GENERAL PROVISIONS

3 Section 1. Declarant, The Association, or any Owner, shall  
4 have the right to enforce, by any proceeding at law or in equity,  
5 all restrictions, conditions, covenants, reservations, liens and  
6 charges now or hereafter imposed by the provisions of this  
7 Declaration of Conditions, Covenants and Restrictions. Failure by  
8 the Declarant, The Association or by any Owner to enforce any cove-  
9 nant or restriction herein contained shall in no event be deemed a  
10 waiver of the right to do so thereafter. The foregoing right shall  
11 include the right to commence proceedings at law or in equity to  
12 prevent the occurrence, continuation or violation of any of the  
13 Conditions, Covenants, Restrictions and/or equitable servitudes  
14 set forth in this Declaration. The remedies specified in this  
15 Declaration are cumulative, and this specification of said  
16 remedies shall not be taken to preclude an aggrieved party's  
17 resort to any other remedy at law, in equity, or under any statute.

18 Section 2. In the event any covenant, condition or  
19 restriction herein contained shall be invalid or held invalid or  
20 void by any court of competent jurisdiction, such invalidity or  
21 nullity shall in no way affect any other covenant, condition or  
22 restriction herein contained.

23 Section 3. The covenants, conditions and restrictions  
24 of this Declaration shall run with the land and bind the land,  
25 and shall inure to the benefit of, and be enforceable by the  
26 Declarant, The Association, the Owner of any lot subject to this  
27 Declaration or the owner of any lot subject to any of the Heritage  
28 Ranch Declarations of Conditions, Covenants and Restrictions, their

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1 respective legal representatives, heirs, successors and assigns,  
2 for a term of fifty (50) years from the date the Declaration is  
3 recorded, after which time, said covenants shall be automatically  
4 extended for successive periods of ten (10) years unless the then  
5 owners of the lots subject to these Declarations, agree to change  
6 the covenants in whole or in part.

7       Section 4. These restrictions may be amended at any time  
8 and from time to time by an instrument in writing, signed by the  
9 owners of seventy-five percent (75%); or more, of the lots in this  
10 Tract. The written instrument amending these restrictions shall  
11 become effective upon the recording of same in the Recorder's Office  
12 of the County of San Luis Obispo, California.

13       Section 5. No delay or omission on the part  
14 of Declarant in exercising any rights, power or remedy herein  
15 provided, in the event of any breach of these Covenants,  
16 Conditions or Restrictions herein contained, shall be construed  
17 as a waiver thereof or acquiescence therein; nor shall a waiver  
18 of any breach as described herein be construed as a waiver of  
19 any subsequent breach. No right of action shall accrue nor shall  
20 any action be brought or maintained by anyone against Declarant  
21 for or on account of its failure to bring any action on account  
22 of any breach of these Covenants, Conditions and Restrictions,  
23 or for imposing conditions, covenants or restrictions in this  
24 Declaration which may be unenforceable by Declarant, its  
25 successors or assigns.

26       Section 6. The result of every act or omission,  
27 whereby any provision, condition, restriction, covenant, easement  
28 or reservation contained in this Declaration is violated in.

1 whole or in part, is hereby declared to be and constitutes a  
2 nuisance, and every remedy allowed by law or equity against a  
3 nuisance, either public or private, shall be applicable against  
4 every such result, and may be exercised by the Association, or  
5 any other lot owner in the Heritage Ranch Planned Community. Such  
6 remedies shall be deemed cumulative and not exclusive.

7       Section 7. Whenever the context of this Declaration  
8 requires same, the singular shall include the plural and the  
9 masculine shall include the feminine.

10       Section 8. The Declarant herein intends to develop the  
11 real property described in Exhibit "B" in accordance with  
12 Declarant's Development Plan. Declarant's Development Plan provides  
13 for development of the said real property in increments over a  
14 period of years. From time to time, Declarant may modify, amend,  
15 delete or otherwise change its Development Plan. No right of  
16 action shall accrue nor shall any action be brought or  
17 maintained by anyone against Declarant for or on account of any  
18 modification, amendment, deletion or other change from or to  
19 Declarant's Development Plan, or for Declarant's failure to  
20 complete any particular item contained on its Development Plan;  
21 provided, however, that recreational facilities which Declarant  
22 advertises that it shall build, will be built by Declarant or  
23 its agents, employees, contractors or subcontractors, and Declarant  
24 shall obtain, at its cost and expense, a Completion Bond in favor  
25 of the County and/or the Association insuring the completion of  
26 such recreational facilities.

27       Section 9. The Board shall carry fire insurance with  
28 an extended coverage endorsement or other form of coverage

1 providing equal or greater protection in the amount of the full  
2 insurable value of all buildings, structures and other improvements  
3 situated within the Common Area, excluding trees, shrubs and other  
4 foliage. All losses covered by insurance shall be payable to the  
5 Association and are to be used for repair, rebuilding or replacement  
6 of any structure or improvement which is damaged or destroyed by  
7 fire. In the event of damage to or destruction of any building  
8 or structure situated within the Common Area, the Board shall  
9 cause the same to be repaired, rebuilt or replaced if the insurance  
10 proceeds are sufficient to cover the cost of repair. In the  
11 event the cost of such repair, rebuilding or replacement exceeds  
12 the insurance proceeds payable by reason of said damage or  
13 destruction, the Board shall pro rate the excess cost of repair  
14 among the Owners of lots in the form of a special assessment. The  
15 levying of said special assessment shall be subject to the Board  
16 obtaining written consent or vote of a majority of the Owners to  
17 make such repairs, rebuilding or replacement in accordance with the  
18 provisions of Section 4, ARTICLE V, of this Declaration.

19 ARTICLE XIII

20 GRANTEE'S TITLE

21 Section 1. Declarant shall convey fee title to lots  
22 within the Tract by grant deed subject to:

23 (a) The Conditions, Covenants, Restrictions  
24 and equitable servitudes as set forth herein;

25 (b) Easements, reservations, conditions,  
26 covenants and rights of way of record;

27 (c) The reservation to Declarant of all oil,  
28 gas, gasoline and other hydrocarbon substances

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1 and all other minerals underlying and within the  
2 boundaries of such lot below a depth of 100 feet,  
3 without right of surface entry (subject, however,  
4 to existing reservations, if any, which are valid  
5 and of record); and

6 (d) The reservation of any and all water  
7 rights regarding said property, without right  
8 of surface entry.

9 Such grant deed shall convey title to the lot only, the boundaries  
10 of which shall be the side, rear and front lot lines as designated  
11 on the subdivision map, excluding any fee interest in the Common  
12 Area, including, but not limited to, adjacent streets or roads in  
13 the Tract.

14 ARTICLE XIV

15 GRANTEE'S ACCEPTANCE

16 Section 1. The grantee of any lot subject to the  
17 coverage of this Declaration by acceptance of a deed conveying  
18 title to any lot, or the execution of a contract for the purchase  
19 thereof, whether from Declarant or a subsequent owner of such  
20 lot, shall accept such deed or contract upon and subject to each  
21 and all of these Conditions, Covenants, Restrictions and/or  
22 equitable servitudes and the agreements herein contained, and by  
23 such acceptance shall for himself, his heirs, personal  
24 representatives, successors and assigns, covenant, consent and  
25 agree to and with Declarant, and to and with the grantees and  
26 subsequent owners of each of the lots within this Tract and within  
27 the Heritage Ranch Planned Community to keep, observe, comply with  
28 and perform said Conditions, Covenants, Restrictions, equitable

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1 servitudes and agreements.

2           Section 2. Each such grantee also agrees, by such  
3 acceptance, to assume, as against Declarant, its successors or  
4 assigns, all the risks and hazards of ownership or occupancy  
5 attendant to such lot.

6           IN WITNESS WHEREOF, the undersigned, being the  
7 Declarant herein, has hereunto set its hand and seal this 7th  
8 day of May, 1972.

HERITAGE RANCH AND CATTLE COMPANY

By W. Gordon Blake

By John A. Biggs

16590

APPROVAL and CONSENT

of

Mortgage (Lender)

Diversified Mortgage Investors, a Massachusetts Trust, hereby approves and consents to the recording of the attached Declaration of Restrictions on Heritage Ranch Tract 424, Big Valley Estates Unit No. 1, San Luis Obispo County, California, and hereby consents and agrees that any lien shall be subordinate to this Declaration of Restrictions and shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee sale, or lien foreclosure.

DATED: May 2, 1972.

DIVERSIFIED MORTGAGE INVESTORS


By  Assistant Secretary

STATE OF FLORIDA )  
COUNTY OF DADE ) ss.

On this 2nd day of May, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Vincent P. Weber, known to me to be a Assistant Secretary of the Trust that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the Trust therein named and acknowledged to me that such Trust executed the within Instrument pursuant to its By-Laws or a Resolution of its Board of Trustees.

WITNESS my hand and official seal.

The name Diversified Mortgage Investors is the designation of the Trustees for the time being under a Declaration of Trust dated July 15, 1969, as amended, and all persons dealing with Diversified Mortgage Investors must look solely to the Trust property for the enforcement of any claims against Diversified Mortgage Investors as neither the Trustees, officers, agents or shareholders assume any personal liability for obligations entered on behalf of Diversified Mortgage Investors.

  
Notary Public in and for said County and State

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JUN 20, 1975  
GENERAL INSURANCE UNDERWRITERS, INC.

Vol 1670 p 424

EXHIBIT B

SCHEDULE C

The land referred to in this policy is situated in the State of California, County of San Luis Obispo and is described as follows:

PARCEL 1:

The Southeast 1/4 of Section 15, The West 1/2 of the Southeast 1/4 of Section 14, together with all that part of the South half of the Northwest quarter, the Southwest quarter of the Northeast quarter and the Southwest 1/4 of Section 14 and all that part of the Northeast 1/4 of Section 15 all in Township 25 South, Range 10 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat or plats of the survey of said lands returned to the General Land Office by the Surveyor General, that lies Southerly of the center line of Maciniento River, which said center line is particularly described as follows:

Beginning at a stake marked B. 15 in the South line of the Southwest quarter of the Northwest quarter of Section 16, Township 25 South, Range 10 East, distant thereon South 89 1/2 deg. East, 7.43 chains from the quarter section corner in the West line of said Section, and running thence down the center of said river on the following courses and distances, to wit: North 32 deg. West, 10.56 chains to stake marked B. 14; North 3 3/4 deg. East, 11.07 chains to stake marked B. 13, from which a concrete rock 6 feet in diameter and 8 feet high bears South 61 deg. East, 109 links distant, North 28 deg. East, 10.63 chains to stake marked B. 12 (about 300 feet up the river from the deep hole in Section 16); North 71 1/4 deg. East, 12.66 chains to stake marked B. 11; North 67 3/4 deg. East, 23.62 chains to stake marked B. 10, from which a cottonwood 10 inches in diameter bears South 13 deg. East 81 links distant; North 80 3/4 deg. East, 10.86 chains to stake marked B. 9; South 85 3/4 deg. East, 7.65 chains to stake marked B. 8 from which a cypress tree 20 inches in diameter bears South 21 1/2 deg. East, 60 links distant; South 54 deg. East, 24.90 chains to stake marked B. 7 from which the Northwest corner of said Section 15 bears North 4 1/2 deg. East, 12.35 chains distant; South 47 3/4 deg. East, 15.14 chains to stake marked B. 5; thence North 65 deg. East, 9.20 chains to stake marked B. 4; thence North 74 1/2 deg. East, 18.18 chains to stake marked B. 3 from which a cypress tree 12 inches in diameter bears North 49 deg. West, 66 links distant; thence North 85 3/4 deg. East, 24.57 chains to stake marked B. 2; thence South 66 1/2 deg. East, 19.02 chains to Station B. 1 set in bed of Maciniento River, and in the East line of said Section 15, from which the quarter section corner in the East line of said Section 15 bears South 2 deg. East, 12.93 chains distant, and a live oak tree 12 inches in diameter bears South 25 deg. West 370 links distant; thence continuing down the center line of said Maciniento River South 66 1/2 deg. East 11.58 chains to a stake marked "A. F. 1" from which a cottonwood tree 18 inches in diameter bears North 64 1/2 deg. East, 132 links distant; thence South 62 1/2 deg. East 12.76 chains to a stake marked "A. F. 2"; thence South 75 1/2 deg. East, 17.30 chains to a stake marked "A. F. 3"; thence East 10.63 chains to a stake marked "A. F. 4"; thence North 72 3/4 deg. East, 9.95 chains to a stake marked "A. F. 5" at the terminus of said line in said river, from which the Southeast corner of the Southwest quarter of the Northeast quarter of said Section 14 bears South 3.41 chains distant, and a sycamore tree 16 inches in diameter bears North 75 deg. West, 124 links distant.

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EXCEPTING THAT portion of Section 15 herein described condemned to Monterey County Flood Control and Water Conservation District, a body politic and corporate, of the State of California, by the Final Judgment of Condemnation dated October 6, 1958, a certified copy of which was recorded October 22, 1958 in Book 963, page 399 of Official Records.

# PARCEL 2

The West 1/2, the West 1/2 of the Northeast 1/4 and the Southeast 1/4 of Section 23, the Southwest 1/4, the West 1/2 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 24 together with all that part of the Southeast quarter of the Northeast quarter of Section 23, and of the South half of the Northeast quarter, the Northeast quarter of the Southeast quarter and the South half of the Northwest quarter of Section 24, in Township 25 South, Range 10 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat or plats of the survey of said lands returned to the General Land Office by the Surveyor General, lying South of the following described line, to wit:

Beginning at a fence post marked "S. B. 1" set in the West line of the East half of the Northeast quarter of said Section 23, distant thereon South 1 3/4 deg. East 30.53 chains from the Northwest corner of said East half of the Northeast quarter of said Section 23; and running thence with a magnetic variation of 16 1/2 deg. East as follows: North 87 1/4 deg. East, 5.25 chains to a white oak 6 inches in diameter, marked "S. B. 2"; thence North 87 1/2 deg. East, 1.93 chains to a live oak 23 inches in diameter marked "S. B. 3" thence South 76 deg. East, 1.25 chains to a live oak 12 inches in diameter marked "S. B. 4" thence South 35 deg. East, 3.10 chains to a double white oak 18 inches in diameter marked "S. B. 5"; thence South 24 1/2 deg. East, 0.53 chains to a stake set in the center line of the Godfrey and San Miguel Road as surveyed by F. L. Mannet in July, 1892; thence following the survey of said road as follows: North 57 1/4 deg. East, 1.84 chains to a stake marked P. 30; thence South 79 3/4 deg. East, 2.73 chains to a stake marked P. 31; thence North 51 3/4 deg. East, 2.54 chains to a stake marked P. 32; thence North 75 3/4 deg. East, 3.09 chains to a stake marked S. B. set in the line between Sections 23 and 24 abovesaid, from which the Northwest corner of said Section 24 bears North 2 deg. West, 30.45 chains and a white oak 12 inches in diameter bears South 53 deg. East, 117 links distant; thence in Section 24 abovesaid, North 75 3/4 deg. East, 1.32 chains to a stake marked P. 33; thence North 56 1/4 deg. East, 2.67 chains to a stake marked P. 34; thence North 82 deg. East, 2.18 chains to a stake marked P. 35; thence North 62 deg. East 3.67 chains to a stake marked P. 36; thence North 51 3/4 deg. East, 1.11 chains to a stake marked P. 37; thence South 75 deg. East, 0.95 chains to a stake marked P. 38; thence North 68 1/4 deg. East, 1.38 chains to a stake marked P. 39; thence North 76 1/2 deg. East, 1.57 chains to a stake marked P. 40; thence South 76 3/4 deg. East, 2.50 chains to a stake marked P. 41; from which a live oak 16 inches in diameter bears South 80 deg. East, 27 links distant; thence North 85 deg. East, 1.03 chains to a stake marked P. 42; thence North 63 deg. East, 1.43 chains to a stake marked P. 43; thence South 79 3/4 deg. East, 0.68 chains to a stake marked P. 44; thence North 85 1/2 deg. East, 1.97 chains to a stake marked P. 45; thence North

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83 3/4 deg. East, 0.75 chains to a stake marked P. 46; thence South 83 1/4 deg. East, 1.34 chains to a stake marked P. 47; thence North 80 1/2 deg. East, 0.78 chains to a stake marked P. 48; thence North 58 1/2 deg. East, 0.68 chains to a stake marked P. 49; thence North 39 1/2 deg. East, 0.65 chains to a stake marked P. 50; thence South 73 deg. East, 1.02 chains to a stake marked P. 51; thence North 60 3/4 deg. East, 2.02 chains to a stake marked P. 52; thence South 81 1/4 deg. East, 1.00 chains to a stake marked P. 53; thence South 87 3/4 deg. East, 1.25 chains to a stake marked P. 54; thence North 87 3/4 deg. East, 0.71 chains to a stake marked P. 55; thence South 83 deg. East, 1.52 chains to a stake marked P. 56; thence South 83 1/4 deg. East, 1.34 chains to a stake marked P. 57; thence South 82 deg. East, 1.00 chains to a stake marked P. 58 from which a white oak 8 inches in diameter bears North 68 deg. East 25 links distant; thence South 81 deg. East, 2.05 chains to a stake marked P. 59; thence South 65 3/4 deg. East, 1.35 chains to a stake marked P. 60; thence North 60 1/2 deg. East, 1.27 chains to a stake marked P. 61; thence South 62 1/4 deg. East, 0.76 chains to a stake marked P. 62; thence South 58 3/4 deg. East, 0.93 chains to a stake marked P. 63; thence South 53 deg. East, 0.84 chains to a stake marked P. 64; thence South 71 3/4 deg. East, 1.21 chains to a stake marked P. 65; thence South 60 1/2 deg. East, 1.62 chains to a stake marked P. 66; thence South 54 1/2 deg. East 1.11 chains to a stake marked P. 67; thence South 67 1/4 deg. East, 0.69 chains to a stake marked P. 68; thence South 71 3/4 deg. East, 0.61 chains to a stake marked P. 69; thence South 59 3/4 deg. East, 1.36 chains to a stake marked P. 70; thence South 46 deg. East, 1.07 chains to a stake marked P. 71; thence South 52 3/4 deg. East, 1.14 chains to a stake marked P. 72; thence South 60 1/4 deg. East, 1.22 chains to a stake marked P. 73; thence South 67 deg. East, 1.25 chains to a stake marked P. 74; from which a live oak 16 inches in diameter bears North 53 1/2 deg. East, 5 links distant; thence South 80 deg. East, 0.67 chains to a stake marked P. 75; thence South 57 deg. East, 0.83 chains to a stake marked P. 76; thence South 29 3/4 deg. East, 1.05 chains to a stake marked P. 77; thence South 15 1/4 deg. East, 1.78 chains to a stake marked P. 78; thence South 17 3/4 deg. East, 1.35 chains to a stake marked P. 79; thence South 32 deg. East, 0.77 chains to a stake marked P. 80; thence South 37 3/4 deg. East, 1.27 chains to a stake marked P. 81; thence South 41 1/4 deg. East, 1.10 chains to a stake marked P. 82; thence South 20 deg. East, 2.00 chains to a stake marked P. 83; thence South 42 1/2 deg. East, 1.40 chains to a stake marked P. 84; thence South 52 1/4 deg. East, 1.09 chains to a stake marked P. 85; thence South 23 3/4 deg. East, 0.88 chains to a stake marked P. 86; thence South 27 1/4 deg. East 1.58 chains to a stake marked P. 87; thence South 66 deg. East, 1.29 chains to a stake marked P. 88; thence South 31 deg. East, 1.15 chains to a stake marked P. 89; thence South 33 1/2 deg. East, 1.78 chains to a stake marked P. 90; thence South 19 deg. East, 2.48 chains to a stake marked P. 91; thence South 43 1/2 deg. East, 2.37 chains to a stake marked P. 92; thence South 66 1/4 deg. East, 2.64 chains to a stake marked P. 93; thence North 50 3/4 deg. East, 6.50 chains to a stake marked P. 94; thence North 75 deg. East, 2.65 chains to a stake marked P. 95; thence North 51 deg. East, 2.04 chains to a stake marked P. 96

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from which a live oak 18 inches in diameter bears South 38 deg. East, 28 links distant; thence North 12 1/2 deg. East, 1.85 chains to a stake marked P. 97; thence North 43 1/2 deg. East, 1.57 chains to a stake marked P. 98, at the East line of the above said Section 24, from which the quarter section corner in said East line of Section 24 bears North 2 deg. West, 310 links distant, and being terminus of said described line.

**PARCEL 3**

All of Section 22, Township 25 South, Range 10 East, Mount Diablo Meridian in the County of San Luis Obispo, State of California, according to the official plat or plats of the survey of said lands returned to the General Land Office by the Surveyor General.

EXCEPTING that portion of Section 22, herein described, condemned to Monterey County Flood Control and Water Conservation District, a body politic and corporate of the State of California by the Final Judgment of Condemnation dated October 6, 1958, a certified copy of which was recorded October 22, 1958 in Book 963, page 399 of Official Records.

**PARCEL 4**

The Southeast 1/4 of the Southwest 1/4, the Southeast 1/4, and the Southeast 1/4 of the Northeast 1/4 of Section 21, Township 25 South, Range 10 East, Mount Diablo Meridian in the County of San Luis Obispo, State of California, according to the official plat or plats of the survey of said lands returned to the General Land Office by the Surveyor General.

EXCEPTING that portion of Section 21, herein described condemned to Monterey County Flood Control and Water Conservation District, a body politic and corporate, of the State of California, by Final Judgment of Condemnation dated October 6, 1958, a certified copy of which was recorded October 22, 1958 in Book 963, page 399 of Official Records.

**PARCEL 5**

The South half of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 19 in Township 25 South, Range 10 East, Mount Diablo Meridian in the County of San Luis Obispo, State of California, according to the official plat or plats of the survey of said lands returned to the General Land Office by the Surveyor General.

**PARCEL 6**

All of Section 25, Township 25 South, Range 10 East, Mount Diablo Meridian, in the County of San Luis Obispo, State of California, according to the official plat or plats of the survey of said lands returned to the General Land Office by the Surveyor General.

EXCEPTING FROM the Northwest 1/4 of the Southeast 1/4 of Section 25 all the coal and other minerals in, under or upon said land.

PARCEL 7

All of Section 26, Township 25 South, Range 10 East, Mount Diablo Meridian in the County of San Luis Obispo, State of California, according to the official plat or plats of the survey of said lands returned to the General Land Office by the Surveyor General.

PARCEL 8

All of Section 27, Township 25 South, Range 10 East, Mount Diablo Meridian in the County of San Luis Obispo, State of California, according to the official plat or plats of the survey of said lands returned to the General Land Office by the Surveyor General.

PARCEL 9

All of Section 28, Township 25 South, Range 10 East, Mount Diablo Meridian in the County of San Luis Obispo, State of California, according to the official plat or plats of the survey of said lands returned to the General Land Office by the Surveyor General.

EXCEPTING that portion of Section 28 herein described, condemned to Monterey County Flood Control and Water Conservation District, a body politic and corporate, of the State of California, by the Final Judgment of Condemnation dated October 6, 1958 a certified copy of which was recorded October 22, 1958 in Book 963, page 399 of Official Records.

ALSO EXCEPTING FROM the South half of the South half of said Section 28, all coal and other minerals.

PARCEL 10

Section 29, Township 25 South, Range 10 East, Mount Diablo Meridian in the County of San Luis Obispo, State of California, according to the official plat or plats of the survey of said lands returned to the General Land Office by the Surveyor General.

EXCEPTING that portion of Section 29 herein described, condemned to Monterey County Flood Control and Water Conservation District, a body politic and corporate, of the State of California by the Final Judgment of Condemnation dated October 6, 1958 a certified copy of which was recorded October 22, 1958 in Book 963, page 399 of Official Records.

ALSO EXCEPTING FROM the South half of the Northwest quarter, the North half of the Southwest quarter and the Northwest quarter of the Southeast quarter of said Section 29, all coal and other minerals.

PARCEL 11

The Northeast 1/4, the Southeast 1/4, the East 1/2 of the Northwest 1/4 and the East 1/2 of the Southwest 1/4 all in Section 30, Township 25 South, Range 10 East, Mount Diablo Meridian in the County of San Luis Obispo, State of California, according to the official plat or plats of the survey of said lands returned to the General Land Office by the Surveyor General.

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## PARCEL 12

Government Lots 1 and 2; the Northeast quarter, the East half of the Northwest quarter, the Northeast quarter of the Southeast quarter of Section 31, Township 25 South Range 10 East, Mount Diablo Meridian in the County of San Luis Obispo, State of California, according to the official plat or plats of the survey of said lands returned to the General Land Office by the surveyor general.

## PARCEL 13

The North 1/2, the North 1/2 of the Southwest 1/4, the North 1/2 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 32, Township 25 South, Range 10 East, Mount Diablo Meridian in the County of San Luis Obispo, State of California, according to the official plat or plats of the survey of said lands returned to the General Land Office by the Surveyor General.

## PARCEL 14

The Northwest 1/4, the Southwest 1/4, the Northeast 1/4 and the West 1/2 of the Southeast 1/4 of Section 33, Township 25 South, Range 10 East, Mount Diablo Meridian in the County of San Luis Obispo, State of California, according to the Official Plat or Plats of the survey of said lands returned to the General Land Office by the Surveyor General.

## PARCEL 15

The Northwest 1/4, the Northeast 1/4 and the Southeast 1/4 of Section 34, Township 25 South, Range 10 East, Mount Diablo Meridian in the County of San Luis Obispo, State of California, according to the official plat or plats of the survey of said lands returned to the General Land Office by the surveyor general.

## PARCEL 16

Section 35, Township 25 South, Range 10 East, Mount Diablo Meridian in the County of San Luis Obispo, State of California, according to the official plat or plats of the survey of said lands returned to the General Land Office by the surveyor general.

## PARCEL 17

The Northwest 1/4, the Northeast 1/4, the West 1/2 of the Southwest 1/4 and the North 1/2 of the Southeast 1/4 all in Section 36, Township 25 South, Range 10 East, Mount Diablo Meridian in the County of San Luis Obispo, State of California, according to the official plat or plats of the survey of said lands returned to the General Land Office by the Surveyor General.

## PARCEL 18

Government Lots 1 and 2, Section 3, Township 26 South, Range 10 East, Mount Diablo Meridian in the County of San Luis Obispo, State of California according to the official plat or plats of the survey of said lands returned to the General Land Office by the surveyor general.

16590

## PARCEL 19

Government Lots 3 and 4, Section 2, Township 26 South, Range 10 East, Mount Diablo Meridian in the County of San Luis Obispo, State of California according to the official plat or plats of the survey of said lands returned to the General Land Office by the Surveyor General.

## PARCEL 20

Government Lot 4, Section 1, Township 26 South, Range 10 East, Mount Diablo Meridian in the County of San Luis Obispo, State of California, according to the official plat or plats of the survey of said lands returned to the General Land Office by the Surveyor General.

## PARCEL 21

Government Lots 1, 4 and 5 and the Northeast 1/4 of Section 31, Township 25 South, Range 11 East, Mount Diablo Meridian in the County of San Luis Obispo, State of California according to the official plat or plats of the survey of said lands returned to the General Land Office by the Surveyor General.

SAVING AND EXCEPTING THEREFROM an undivided one half interest in and to all oil, gas and other hydrocarbons and minerals therein and thereunder.

## PARCEL 22

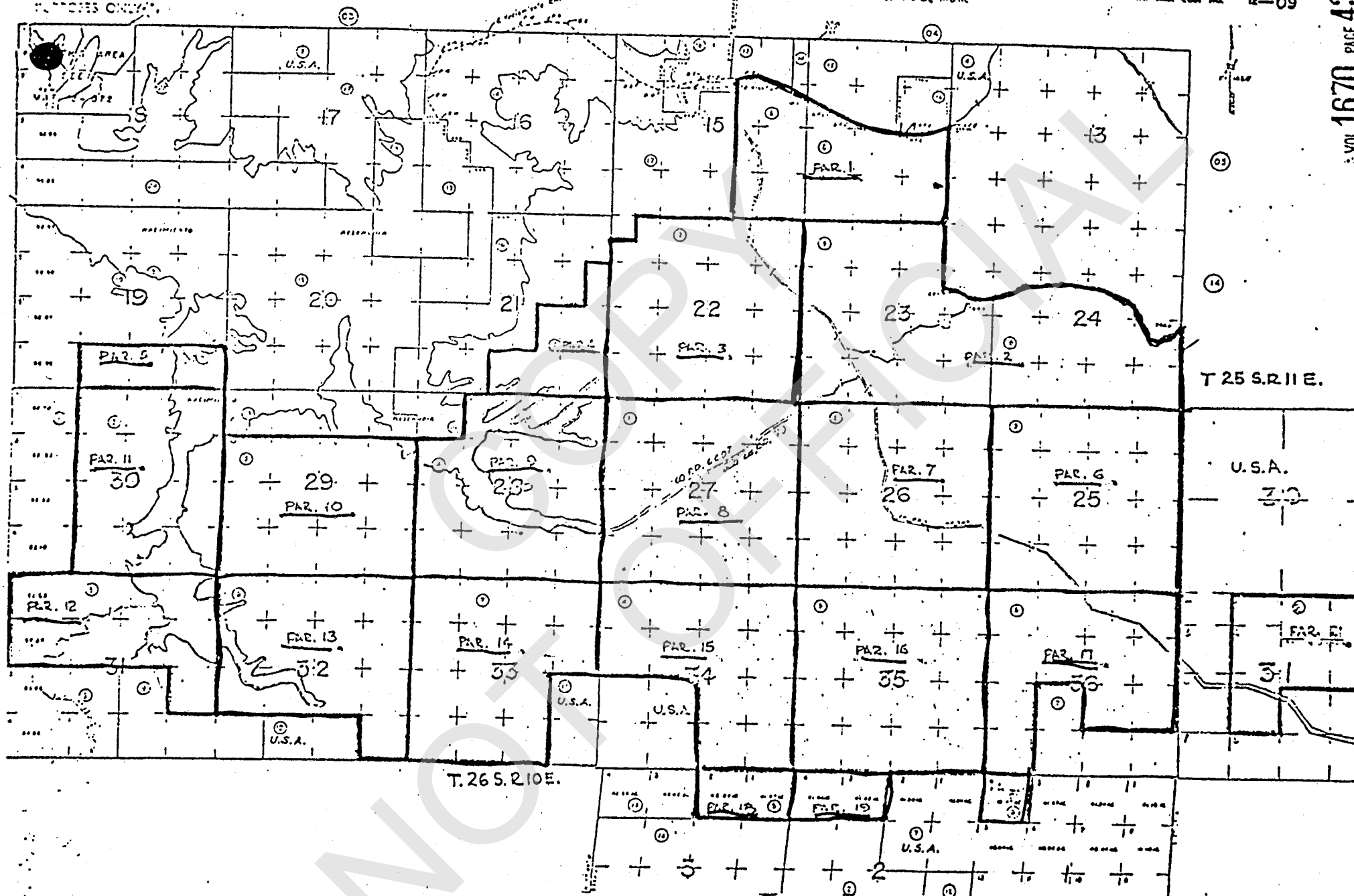
That certain right of way for road purposes over and across the Northwest quarter of Section 5, Township 25 South, Range 11 East, Mount Diablo Base and Meridian; the West half of the Southeast quarter, Lots 7 and 8 and the East half of the Southeast quarter of Section 31; and the West half of the Southwest quarter of Section 32, Township 25 South, Range 11 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat or plats of the survey of said lands returned to the General Land Office by the Surveyor General, as described in that certain judgment and decree recorded December 15, 1939 in Book 269, page 307 of Official Records.

Excepting from all the parcel above described 1/2 of all minerals, hydrocarbons, precious metals, valuable substances and mineral rights below a depth of 500 feet under the said real property, without the right of surface entry, as reserved by Carla Lee de Vries, a widow by deed recorded September 17, 1971 as Instrument No. 25985 of Official Records.

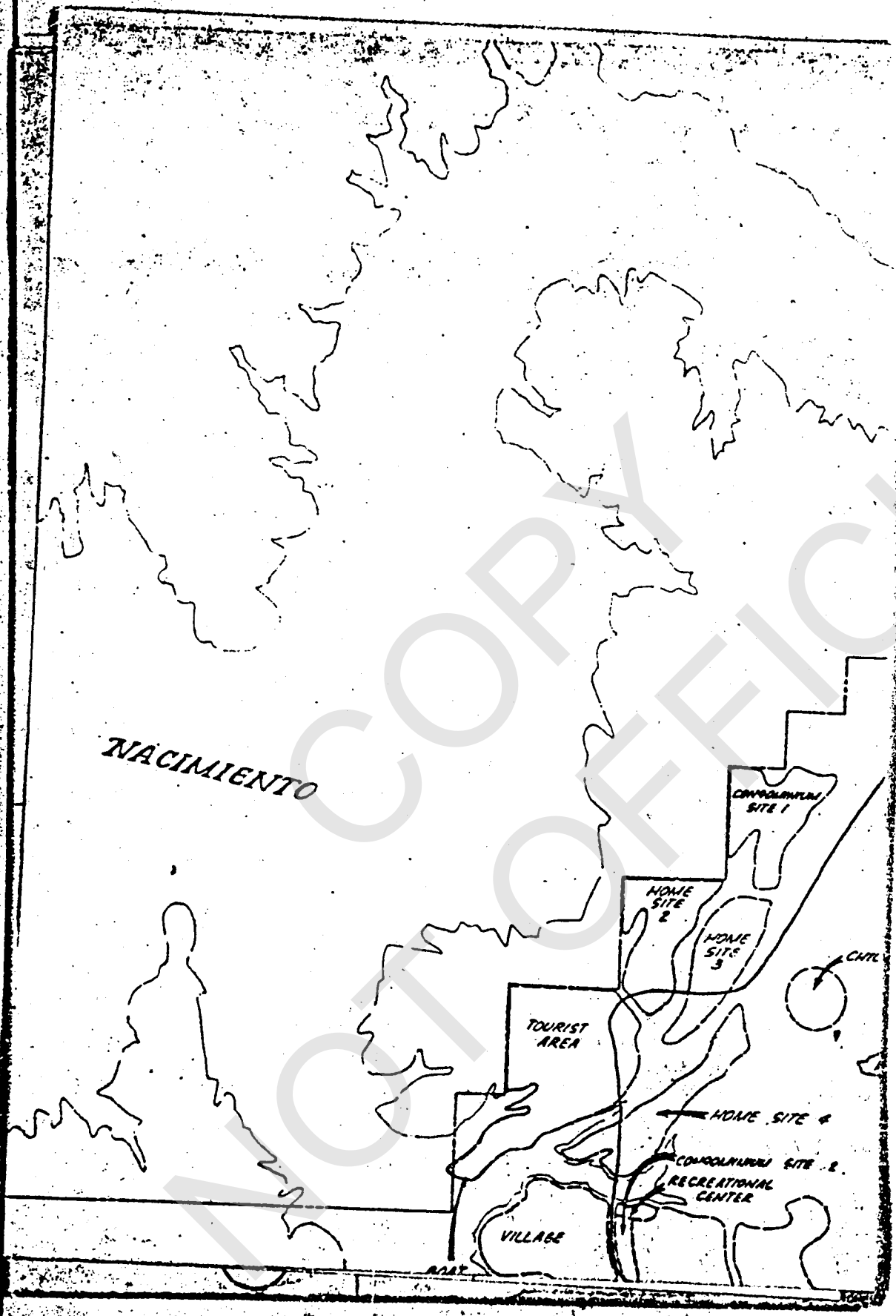
RECORDER'S MEMO: Legibility of writing,  
Typing or Printing UNSATISFACTORY  
in this document when received.

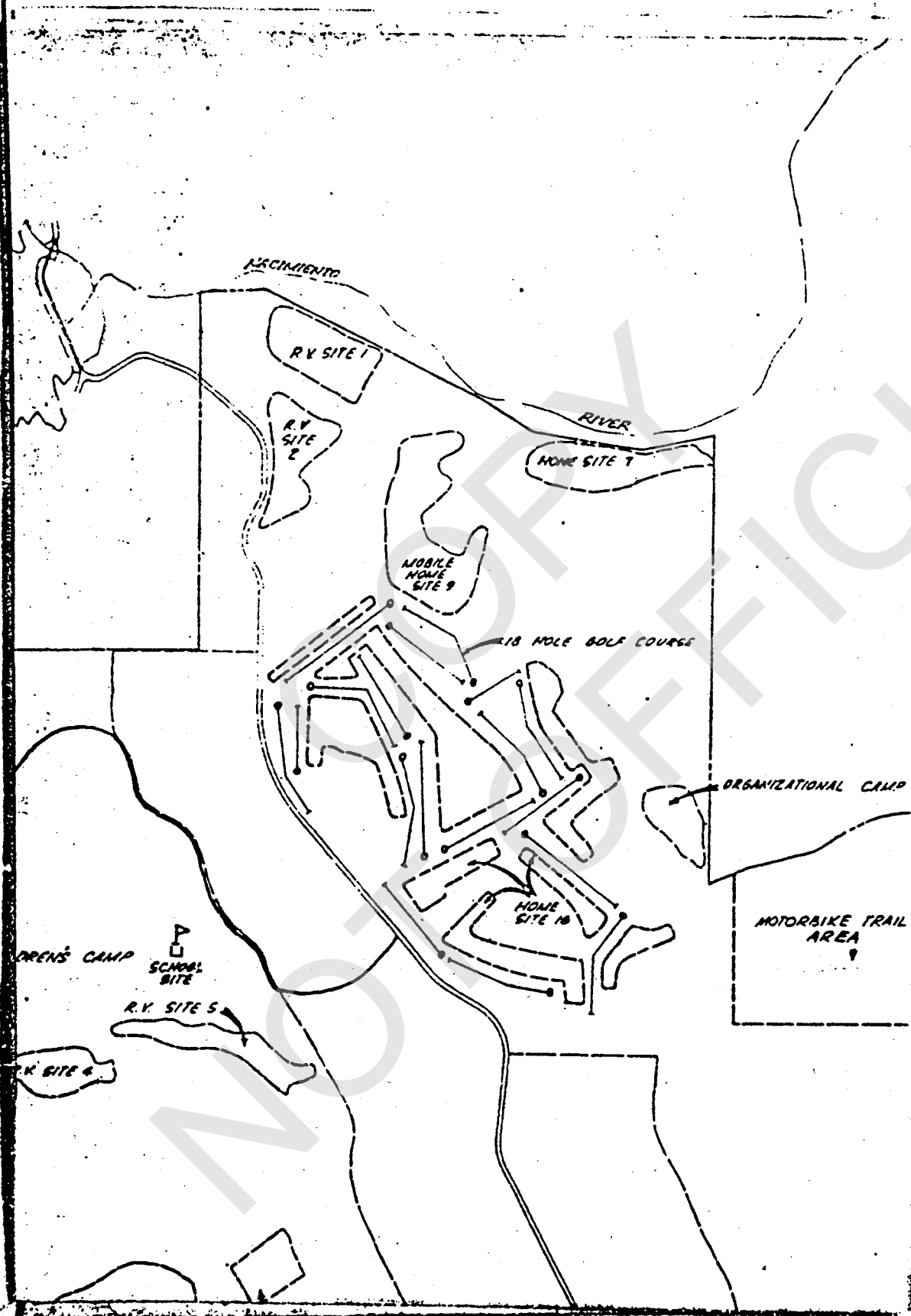
16590

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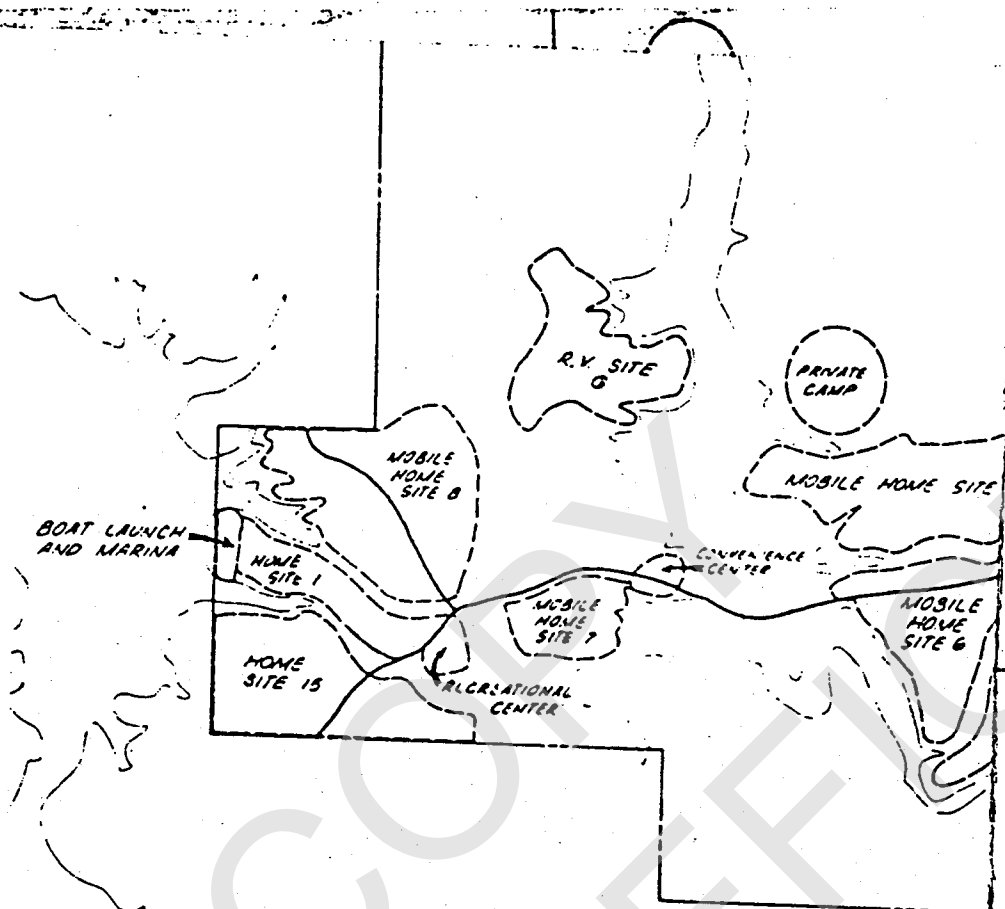




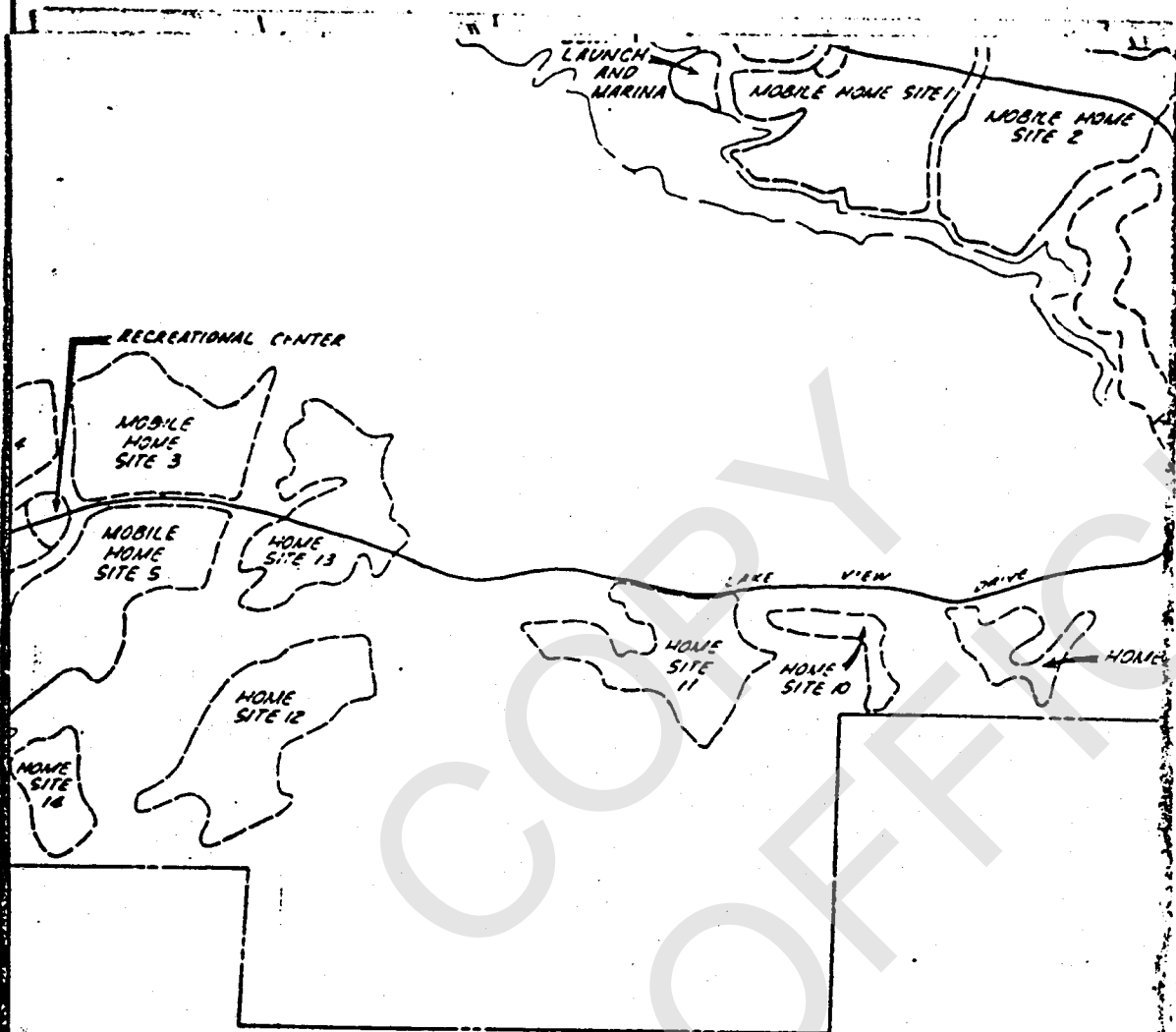












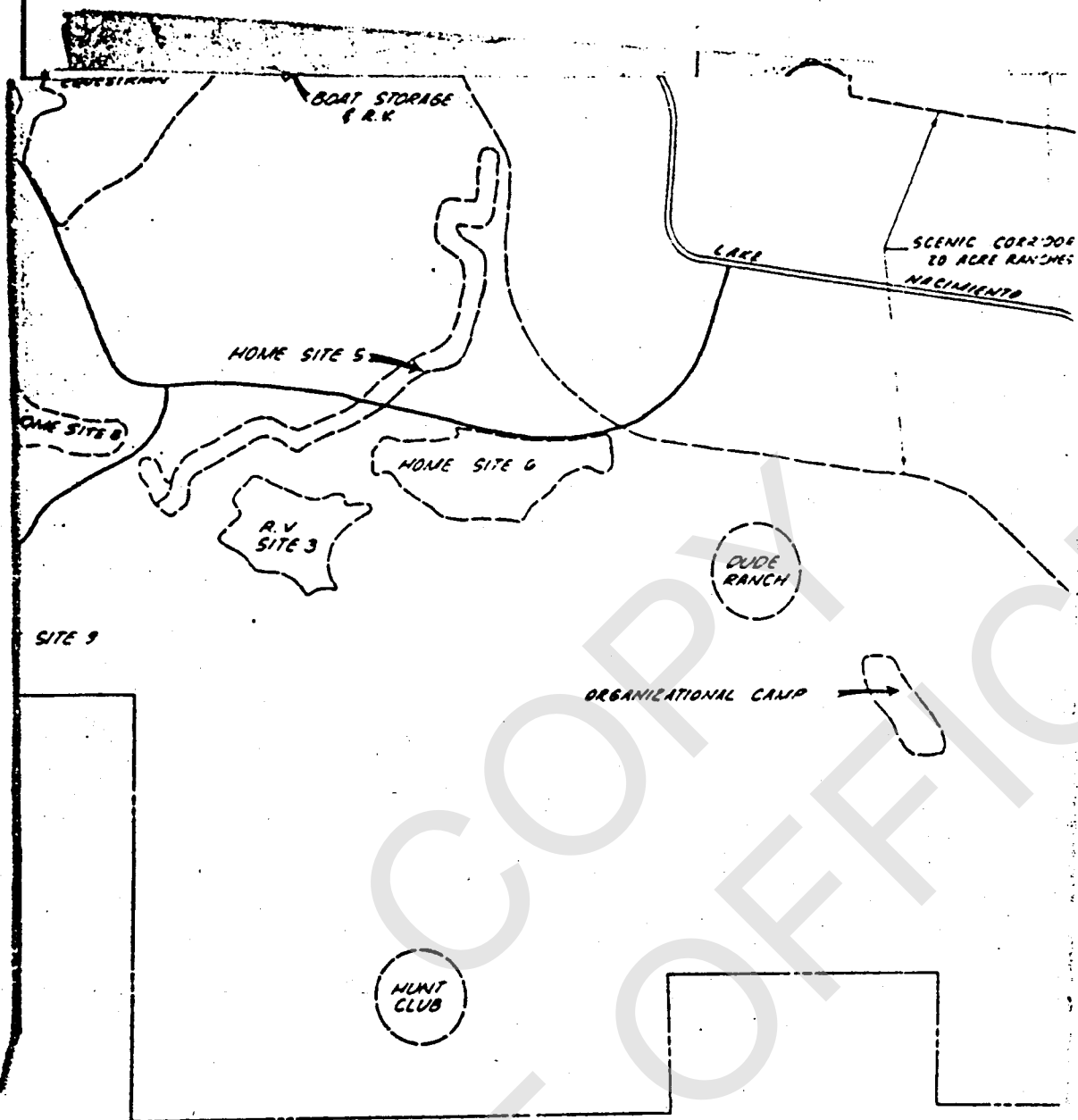


EXHIBIT "A"

DEVELOPER



CONTINENTAL HERITAGE CORP.

ORGANIZATIONAL CAMP

HERITAGE RANCH  
GENERAL PLAN

Mc CUTCHAN & ASSOCIATES, INC.

LAND

PLANNERS

SCALE

1" = 200'

8-6-71

ATION

END OF DOCUMENT

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16390

424

Amendments

157

RECORDING REQUESTED BY and  
WHEN RECORDED RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.

DOC. NO. 21892  
OFFICIAL RECORDS  
SAN LUIS OBISPO CO., CALIF.  
WILLIAM E. ZIMARIK  
COUNTY RECORDER  
JUL 10 1972  
TIME 11:10 A.M.

05303410F R00006.00 REEP

05303410F R00006.00CFA

1 MODIFICATION AND AMENDMENT TO  
2 DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS  
3 HERITAGE RANCH AND CATTLE COMPANY

4 WHEREAS, on May 25, 1972, a Declaration of Conditions,  
5 Covenants and Restrictions on Tract 424, Big Valley Estates Unit  
6 No. 1 was recorded as Document No. 16590, Official Records, County  
7 of San Luis Obispo, State of California; and

8 WHEREAS, the said Declaration of Conditions, Covenants  
9 and Restrictions was recorded at the request of HERITAGE RANCH AND  
10 CATTLE COMPANY, a California corporation; and

11 WHEREAS, HERITAGE RANCH AND CATTLE COMPANY was and is now  
12 the sole owner of all of the said real property encumbered by the  
13 said Declaration of Conditions, Covenants and Restrictions; and

14 WHEREAS, HERITAGE RANCH AND CATTLE COMPANY is desirous  
15 of amending the said Declaration of Conditions, Covenants and  
16 Restrictions; and

17 WHEREAS, HERITAGE RANCH AND CATTLE COMPANY has secured  
18 the consent of the Real Estate Commissioner of the State of  
19 California to this Amendment and Modification of the said  
20 Declaration of Conditions, Covenants and Restrictions.

21 HERITAGE RANCH AND CATTLE COMPANY, A CALIFORNIA  
22 CORPORATION, HEREBY AMENDS THE DECLARATION OF CONDITIONS, COVENANTS  
23 AND RESTRICTIONS RECORDED ON MAY 25, 1972, AS DOCUMENT NUMBER  
24 16590, OFFICIAL RECORDS, SAN LUIS OBISPO COUNTY, STATE OF  
25 CALIFORNIA, IN THE FOLLOWING PARTICULARS:

- 26 1. Page 39 of the said Declaration of Conditions,  
27 Covenants and Restrictions is hereby deleted in its entirety.  
28 2. There is hereby substituted in place and stead of  
Page 39 a new Page 39 as follows:

1                                    "ARTICLE IX

2                                    SIZE AND PLACEMENT OF RESIDENCE AND STRUCTURE

3                                    Section 1. Every residence dwelling constructed on a lot  
4 in this Tract shall contain the following minimum square feet of  
5 fully enclosed floor area, devoted to living purposes (exclusive of  
6 roofed or unroofed porches, terraces, garages and other  
7 outbuildings):

8                                    Lot Nos. 26 through 29, 46 through 50, 60 through  
9                                    62, 109 through 116 and 122 through 133: 480 square  
                                  feet;

10                                   Lot Nos. 1 through 6, 13 through 16, 21 through  
11                                   25, 30 through 35, 41 through 45, 51, 52, 56  
12                                   through 59, 87 through 90, 99 through 108,  
                                  117 through 121: 720 square feet;

13                                   Lot Nos. 7 through 12, 17 through 20, 36 through  
14                                   40, 53 through 55, 63 through 86, 91 through  
                                  98: 960 square feet.

15 Each such dwelling shall be of single story construction; provided,  
16 however, that split level or two story residences may be constructed  
17 only on Lot Nos. 8 through 12, 17 through 21, 36 through 40, 51  
18 through 55, 75 through 79, 96 through 98 and 118 through 122.

19                                    Section 2. Whenever two or more contiguous lots in the  
20 subdivision shall be owned by the same person, such person shall,  
21 if he so desires, use the said two or more lots as a site for a  
22 single dwelling house. The lots constituting the site for such  
23 single dwelling house shall be treated as a single lot for the  
24 purpose of applying these restrictions to said lots, so long  
25 as the lot is being improved with a single dwelling house.

26 For purposes of this Declaration, a "single story house" is  
27 defined as follows: The house shall appear as a single story  
28 house when viewed from the street. The maximum height of the  
structure shall not exceed fifteen (15) feet in height above the"

1 3. Article II, Section 2, is hereby amended in the  
2 following particulars only:

3 (i) The first sentence of Section 2 is hereby  
4 deleted. The said deleted sentence reads as follows: "Any real  
5 property not described in Exhibit "B" or delineated on the Map  
6 attached as Exhibit "A", may be annexed into the Association  
7 pursuant to an affirmative vote of a two-thirds majority of the  
8 voting power of the members, or the written assent of a two-thirds  
9 majority of the voting power of the members."

10 (ii) There is hereby substituted in place and stead  
11 of the above-quoted first sentence of Section 2, the following:  
12 "Any real property not described in Exhibit "B" or delineated on the  
13 Map attached as Exhibit "A", may be annexed into the Association  
14 pursuant to an affirmative vote of a two-thirds majority of the  
15 voting power of the members (excluding the vote of the Declarant),  
16 or the written assent of a two-thirds majority of the voting  
17 power of the members (excluding the vote of the Declarant)."

18 IN WITNESS WHEREOF, the Declarant, HERITAGE RANCH AND  
19 CATTLE COMPANY, a California corporation, has executed this  
20 Amendment and Modification of Declaration of Conditions,  
21 Covenants and Restrictions on July 7<sup>th</sup>, 1972.

22 HERITAGE RANCH AND CATTLE COMPANY

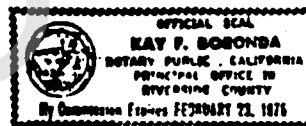
23 By N. Gordon Heath

24 By Robert W. Jennings <sup>Pres.</sup>  
25 Long Term

1 STATE OF CALIFORNIA )  
2 ) SS.  
3 COUNTY OF RIVERSIDE )

4 On July, 7th, 1972, before me, the undersigned, a  
5 Notary Public in and for said County and State, personally  
6 appeared W. Gordon Heath, known to me to be the  
7 President, and Robert W. Iovanner, known to me to be  
8 the Secretary of the corporation that executed the within  
9 Instrument, known to me to be the persons who executed the  
10 within Instrument on behalf of the corporation therein named,  
11 and acknowledged to me that such corporation executed the within  
12 instrument pursuant to its by-laws or a resolution of its board  
13 of directors.

14 Kay F. Boronda  
15 Notary Public in and for said County  
16 and State.



END OF DOCUMENT

(-4-)

21892  
VOL 1677 PAGE 574

DOC. NO. 24079  
OFFICIAL RECORDS  
SAN LUIS OBISPO CO., CALIF.  
WILLIAM C. ZIMARK,  
COUNTY RECORDER  
JUL 27 1972  
TIME 11:15 AM

073524276 000004.00 REC9  
073524276 000004.00FA

RECORDING REQUESTED BY: WHEN RECORDED RETURN TO:  
FIRST AMERICAN TITLE INSURANCE COMPANY

1 MODIFICATION AND AMENDMENT TO  
2 DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS  
3 HERITAGE RANCH AND CATTLE COMPANY

4 WHEREAS, on May 25, 1972, a Declaration of Conditions,  
5 Covenants and Restrictions on Tract 424, Big Valley Estates Unit  
6 No. 1 was recorded as Document No. 16590, Official Records, County  
7 of San Luis Obispo, State of California; and

8 WHEREAS, the said Declaration of Conditions, Covenants  
9 and Restrictions was recorded at the request of HERITAGE RANCH AND  
10 CATTLE COMPANY, a California corporation; and

11 WHEREAS, HERITAGE RANCH AND CATTLE COMPANY was and is not  
12 the sole owner of all of the said real property encumbered by the  
13 said Declaration of Conditions, Covenants and Restrictions; and

14 WHEREAS, HERITAGE RANCH AND CATTLE COMPANY is desirous  
15 of amending the said Declaration of Conditions, Covenants and  
16 Restrictions; and

17 WHEREAS, HERITAGE RANCH AND CATTLE COMPANY has secured  
18 the consent of the Real Estate Commissioner of the State of  
19 California to this Amendment and Modification of the said  
20 Declaration of Conditions, Covenants and Restrictions.

21 HERITAGE RANCH AND CATTLE COMPANY, A CALIFORNIA  
22 CORPORATION, HEREBY AMENDS THE DECLARATION OF CONDITIONS, COVENANTS  
23 AND RESTRICTIONS RECORDED ON MAY 25, 1972, AS DOCUMENT NUMBER  
24 16590, OFFICIAL RECORDS, SAN LUIS OBISPO COUNTY, STATE OF  
25 CALIFORNIA, IN THE FOLLOWING PARTICULARS:

26 1. Article V, Section 5, is hereby amended in the  
27 following particular only:

28 (1) The following is hereby added as the last



1 sentence of Section 5: "The aggregate of regular and special  
2 assessments shall be not less than \$108.00 nor more than \$396.00  
3 per lot per year for the purposes stated in Section 2 and  
4 Section 4 of this Article V."

5 IN WITNESS WHEREOF, the Declarant, HERITAGE RANCH AND  
6 CATTLE COMPANY, a California corporation, has executed this  
7 Amendment and Modification of Declaration of Conditions,  
8 Covenants and Restrictions on July \_\_\_\_\_, 1972.

9 HERITAGE RANCH AND CATTLE COMPANY

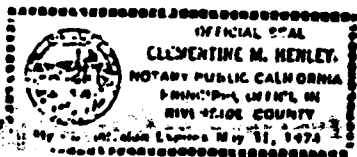
10 By V. Gordon Heath

11 By Robert W. Quenner

12  
13 STATE OF CALIFORNIA }  
14 COUNTY OF RIVERSIDE }

15 On July 24<sup>th</sup>, 1972, before me, the undersigned, a  
16 Notary Public in and for said County and State, personally  
17 appeared V. Gordon Heath, known to me to be the  
18 President, and Robert W. Quenner, known to me to be  
19 the Secretary of the corporation that executed the within  
20 Instrument, known to me to be the persons who executed the  
21 within Instrument on behalf of the corporation therein named,  
22 and acknowledged to me that such corporation executed the within  
23 instrument pursuant to its by-laws or a resolution of its board  
24 of directors.

25 Clementine M. Haden  
26 Notary Public in and for said County  
27 and State.



24079

AFTER RECORDING MAIL TO:

Heritage Ranch and Cattle Co.  
P.O. Box 1155  
Paso Robles, CA 93446

DOC. NO. 28843  
OFFICIAL RECORDS  
SAN LUIS OBISPO CO., CAL

JUL 23 1976  
COMPARED  
WILLIAM E. ZIMARIK  
COUNTY RECORDER

TIME 8 00 AM

AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HERITAGE RANCH AND CATTLE COMPANY AND THE HERITAGE RANCH OWNERS ASSOCIATION BY-LAW

WHEREAS the following amendment to the Heritage Ranch Owners Association was at a regular held meeting on August 16, 1975, and subsequently finalized and adopted by more than two-thirds of the voting power of both the Heritage Ranch Owners Association and the Heritage Ranch and Cattle Company.

I, the undersigned Heritage Ranch Owners Association voting member, do hereby give my written assent to amendment of the Association by-law so as to immediately and totally delete therefrom the entirety of subsection (e) of Section 1 of Article IV pertaining to so-called Charter Life Memberships and to delete the word and number "7" and to substitute the word and number "6" in the first sentence of Section 1 of Article IV wherein the number of classes of Association members is now specified.

NOW, THEREFOR, we hereby amend the covenants, conditions and restrictions and the Heritage Ranch Owners Association By-laws as follows:

Articles of incorporation and by-laws of Heritage Ranch Owners Association filed in the office of the Secretary of State of the State of California on January 28, 1972, as File Number 644345 are hereby amended as follows:

(a) Subsection e of Section 1 of Article IV is hereby deleted.

(b) Section 1, Article IV shall read:

Section 1. Classes. There shall be six (6) classes of membership in the Association, which classes are hereinafter set forth.

(c) Paragraph 7, Section 22, Article II which reads:

(7) Each individual commercial unit or individual commercial area of any commercial establishment in any area of real property developed for, and restricted to commercial or industrial use is hereby deleted in its entirety.

(d) Paragraph 3, Section 22, Article II is hereby amended to read:

(3) Each individual dwelling unit or dwelling area of any multiple family residential building.

Covenants, Conditions and Restrictions affecting the following Tract Maps and Parcel Map are hereby amended as follows:

Tract 424, recorded June 25, 1972, in book 1670 page 367 of Official Records, and amended by instruments recorded July 10, 1972, in book 1677 page 571 of Official Records, and recorded July 27, 1972, in book 1680 page 460 of Official Records.

Tract 446 recorded June 25, 1972, in book 1670 page 441 of Official Records, and amended by instruments recorded July 10, 1972, in book 1677, page 575 of Official Records, and recorded July 27, 1972, in book 1680 page 462 of Official Records, and recorded March 27, 1974, in book 1771 page 117 of Official Records.

Tract 447, recorded May 23, 1973, in book 1725 page 850 of Official Records.

Tract 452, recorded May 23, 1973, in book 1725 page 790 of Official Records, and amended by instrument recorded June 15, 1973, in book 1729 page 454 of Official Records.

28843

Tract 466, recorded November 5, 1973, in book 1752 page 19 of Official Records.

Tract 474, recorded April 21, 1976, in book 1892 page 803 of Official Records.

Tract 475, recorded November 4, 1974, in book 1804 page 495 of Official Records.

Parcel Map No. CO-71-217, recorded June 1, 1973, in book 1727 page 361 of Official Records.

The above mentioned covenants, conditions and restrictions are hereby amended as follows:

(a) Article I, Section 22, Paragraph 3 is hereby changed to read:

(3) Each individual dwelling unit or dwelling area of any multiple family residential building.

(b) Article I, Section 22, Paragraph 7 is deleted.

(c) Article III, Section 1, delete the words Charter Life Memberships.

(d) Article III, Section 5, delete (e) Charter Life Members.

(e) Article XI, Section 6, as to all tracts except Tract 447, delete the existing paragraph and insert the following:

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

The above mentioned covenants, conditions and restrictions affecting Tract 475 only are amended as follows:

(a) Article V, Section 5, is hereby amended to read as follows:

Section 5. Uniform Rate of Assessment. Both regular and special assessments shall be fixed at a uniform rate for all lots and may be collected on a monthly or annual basis.

(b) Article IX, Section 1, is hereby amended to read as follows:

Section 1. Every mobile home constructed or placed on a lot in this tract shall contain a minimum of eight hundred (800) square feet of fully enclosed floor area, devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages and other outbuildings.) Every mobile home shall be single story, or not more than a two level split level unit, at least Forty (40) feet in length, and shall not exceed a maximum width of Thirty-Six (36) feet. Each mobile home may have a wood, concrete, brick patio or slab between the mobile home and the side or rear lot line even though such patio or deck extends beyond the rear or side set back line so long as such patio or deck which is extended beyond the rear or side set back line and is not covered by any roof or other structure.

The above mentioned covenants, conditions and restrictions affecting Tract 447 only are amended as follows:

(a) Article IX, Section 1 and Section 2, are hereby amended to read as follows:

Size and Placement of Residence and Structure.

Section 1. No recreational vehicle lot may be used for more than two (2) recreational vehicle unit at any one time.

Section 2. No recreational vehicle unit placed on a lot may exceed 250 square feet of floor area, nor have a length greater than 35 feet, nor a height greater than 10 feet measured from top of floor to top of roof.

(b) Article IX, Section 5, is hereby deleted in its entirety.

(c) Article IX, Section 8, Paragraph B, is hereby amended to read as follows:

(b) One (1) temporary metal, fiberglass, plastic or canvass patio roof structure not to exceed 150 square feet in area or 10 feet in height, nor to extend more than 10 feet from the side of any recreational vehicle unit.

(d) Article IX, Section 8, Paragraph E, is hereby deleted in its entirety.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has set its hand and seal this 1st day of July, 1976.

THE SIX CORPORATION

BY: Thomas H. Rodriguez ASSISTANT V.P.

BY: Ray B. Brown

STATE OF CALIFORNIA

COUNTY OF San Luis Obispo

On July 1, 1976, before me, the undersigned, a Notary Public in and for

said State, personally appeared Thomas H. Rodriguez

known to me to be the Asst President, and Ray B. Brown

known to me to be the Asst 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 ac-

knowledgeed to me that such corporation executed the within

instrument pursuant to its by-laws or a resolution of its board of

directors.

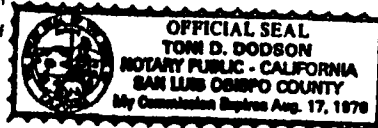
WITNESS my hand and official seal.

Signature

Tom D. Dodson

Tom D. Dodson

Name (Typed or Printed)



(This area for official notarial seal)

Form 3002—(Corporation) First American Title Company

END OF DOCUMENT

VOL 1911 PAGE 449

28843

RECORDING REQUESTED BY:  
First American Title Company  
795080-M

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

DOC. NO. 1187-4290  
OFFICIAL RECORDS  
SAN LUIS OBISPO CO., CA

JAN 8 1987

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

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

TRACT 424

WHEREAS, on May 25, 1972 a Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 16590 in Book 1670 Page 367 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 10, 1972 a first amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 21892 in Book 1677, page 571 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 27, 1972 a second amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 24079 in Book 1680, page 460 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 23, 1976 a third amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 28843 in Book 1911, page 447 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, the following amendment has been adopted by an instrument in writing signed by more than seventy-five percent (75%) of the owners in Tract 424.

NOW, THEREFORE, HERITAGE RANCH OWNERS ASSOCIATION hereby amends the above-referenced Covenants, Conditions and Restrictions for Tract 424 as follows:

First American Title Company has recorded this instrument by request of the applicant and has not examined it for regularity and is not liable in any way for effect upon the title to any real property that may be described therein.

ARTICLE VIII, Section 7

This section shall now read:

"Every building, dwelling, improvement or structure having a roof shall use a roof covering material of cedar shakes, wood shingles, clay or cement tile, asphalt composition shingles, or built-up roofing and colored rock or other material approved by the appropriate Architectural and Environmental Control Committee; provided, however, the appropriate Architectural and Environmental Control Committee may not, under any conditions, allow any rolled roofing to be used as a roof covering material."

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 424 on this 5th day of January, 1987.

HERITAGE RANCH OWNERS ASSOCIATION

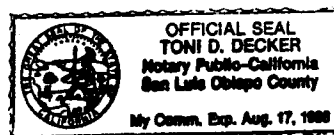
By Elaine M. Delkenek  
Elaine M. Delkenek, President

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

On January 5 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Elaine M. Delkenek, 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.

Witness my hand and official seal.

Signature Toni D. Decker  
Toni D. Decker



RECORDING REQUESTED BY:  
Heritage Ranch Owners Association

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

Doc No: 2001-033905

Rpt No: 00043081

Official Records  
San Luis Obispo Co.  
Julie L. Rodewald  
Recorder  
May 15, 2001  
Time: 12:58

RF -1 10.00

[ 2 ]

TOTAL 10.00

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

TRACT 424

WHEREAS, on May 25, 1972 a Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 16590 in Book 167, Page 367 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 10, 1972 a first amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 21892 in Book 1677, page 571 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 27, 1972 a second amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 24079 in Book 1680, page 460 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 23, 1976 a third amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 28843 in Book 1911, page 447 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on January 8, 1987 a fourth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 1187 in Book 2938, page 134 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, the following amendment has been adopted by an instrument in writing signed by more than seventy-five percent (75%) of the owners in Tract 424.

NOW, THEREFORE, HERITAGE RANCH OWNERS ASSOCIATION hereby amends the above referenced Covenants, Conditions and Restrictions for Tract 424 as follows:

ARTICLE XI, Section 6

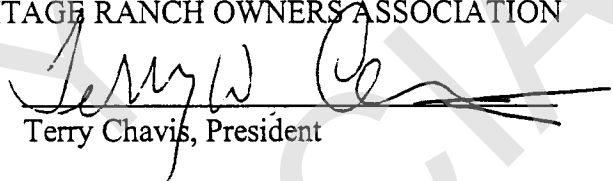
This section shall now read:

"The parking, storage or keeping of any camper, boat trailer or recreational vehicle upon a lot in this tract is permitted in a driveway, under a carport, in a garage, in a sideyard or backyard. Street parking must have a temporary parking permit from the General Manager and must not interfere with emergency vehicles, mail delivery or neighborhood traffic."

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 424 on this 11th day of May, 2001.

HERITAGE RANCH OWNERS ASSOCIATION

By:

  
Terry Chavis, President

STATE OF CALIFORNIA )

ss.

County of San Luis Obispo )

On May 11, 2001, before me, Janet Laursen, Notary Public, personally appeared Terry Chavis, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.





END OF DOCUMENT



672

**JULIE RODEWALD**  
San Luis Obispo County – Clerk/Recorder  
Recorded at the request of  
Public

DAR  
12/05/2001  
10:15 AM

RECORDING REQUESTED BY:  
Heritage Ranch Owners Association

AND WHEN RECORDED RETURN TO:

Heritage Ranch Owners Association  
3945 Heritage Road  
Paso Robles, CA 93446-4184

DOC#: 2001094227



Titles: 1 Pages: 5

Fees	19.00
Taxes	0.00
Others	0.00
PAID	\$19.00

MODIFICATION AND AMENDMENT TO  
HERITAGE RANCH OWNERS ASSOCIATION COVENANTS,  
CONDITIONS AND RESTRICTION

Tract 424

WHEREAS, on May 25, 1972, a Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 16590 in Book 1670, page 367 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 10, 1972, a first amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 21892 in Book 1677, page 571 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 27, 1972, a second amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 24079 in Book 1680, page 460 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 23, 1976, a third amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 28843 in Book 1911, page 447 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on January 8, 1987, a forth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 1187 in Book 2938, page 134 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on May 15, 2001, a fifth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 2001-033905 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, the following amendments have been adopted by an instrument in writing

signed by the President of the Board of Directors, in accordance with the provisions of California Civil Code §1352.5(a)&(b) and California Government Code §12955(l), which require the Board of Directors to remove any potentially discriminatory language from this document,

NOW, THEREFORE, HERITAGE RANCH OWNERS ASSOCIATION hereby amends the above-referenced Covenants, Conditions and Restrictions for Tract 424 as follows:

Article III, Section 2 shall read:

"Section 2. Transfer. The membership held by any owner of a lot shall not be transferred, pledged or alienated in any way, except upon the sale of such lot, and then only to the purchaser of such lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the owner of any lot should fail or refuse to transfer the membership registered in the owner's name to the purchaser of such lot, the Association shall have the right to record the transfer upon the books of the Association upon receipt of proof that the purchaser is the owner as reflected in the Official Records of the County Recorder of San Luis Obispo County."

Article III, Section 3(a) shall read:

"Section 3. Voting Rights. The Association shall have two (2) types of voting membership.

Type A. Each owner who is entitled to the rights of membership in the Association, as provided in Section 1 and in the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, shall be entitled to one (1) vote for each lot owned by such owner on all matters properly submitted for vote to the membership of the Association; provided, however, that every owner entitled to vote at any election or removal of the members of the Board of Directors may cumulate votes and give any one or more candidate a number of votes equal to the number of lots owned by the owner multiplied by the number of directors to be elected. The right to vote may not be severed or separated from any lot, and any sale transfer or conveyance of any lot to a new owner shall operate to transfer the appurtenant vote without the requirement of an express reference thereto."

Article IV, Section 1(c) shall read:

"(c) The right of the Board of Directors to suspend the voting rights and/or use privileges of a member for any period during which any assessment against the member's lot remains unpaid and delinquent, and for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association provided that any suspension of such voting rights except for failure to pay assessments, shall be made only by the Board of Directors or a duly appointed committee thereof, after notice and hearing given and held in accordance with the Bylaws of the Association. The Board of Directors shall have the right to suspend a member's voting and use privileges if the Rules and Regulations of the Association have been violated by a lessee or other person who is a delegated user (as such delegation is provided for in Section 2 of this ARTICLE IV), of a member."

Article IV, Section 2 shall read:

"Section 2. Delegation of Use. Any Member may delegate, in accordance with the Bylaws and Rules and Regulations of the Association, that member's right of enjoyment to the Common Areas and the facilities to members of that member's family or tenants who reside on the member's lot."

Article IV, Section 3 shall read:

"Section 3. Waiver of Use. No member may create an exemption from personal liability for assessments duly levied by the Association, nor release the lot owned by the member from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas and the facilities thereon, or by abandonment of the member's lot."

Article VIII, Section 4(b) shall read:

"(b) The owner of a lot shall submit the required particular plans to the appropriate Architectural and Environmental Control Committee, subject to such rules, regulations and procedures as are established from time to time by the Board of Directors for the filing and approval or disapproval of plans and specifications by the Architectural and Environmental Control Committees."

Article VIII, Section 5 shall read:

"Section 5. Each lot owner in this Tract shall construct or cause to be constructed upon the owner's 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 Architectural and Environmental Control Committee."

Article IX, Section 2 shall read:

"Section 2. Whenever two or more contiguous lots in the subdivision shall be owned by the same person, such person shall, if so desired, 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. For purposes of this Declaration, a "single story house" is defined as follows: The house shall appear as a single story house when viewed from the street. The maximum height of the structure shall not exceed fifteen (15) feet in height above the main floor level and the area above the main floor ceiling shall not be designed, built or used for habitable space. On lots which slope from front to rear, it shall be permissible to construct a limited lower floor area below the main floor which does not exceed one half the floor area of the main floor. In no event shall the main floor elevation be constructed more than eighteen (18) inches above the finished ground level along the elevation of the house facing any street when any partial floor is built below the main floor."

Article IX, Section 4(c)(3&4) shall read:

"(3) The party wall owner shall have a five (5) foot maintenance easement over the lot adjacent to the party wall. This easement shall be adjacent to and parallel with the party wall. The easement is

to allow the party wall owner and the owner's agents, employees or contractors access during daylight hours only for maintenance and repair purposes.

"(4) The owner of the lot on which the maintenance easement is located may landscape within the easement, subject to the appropriate Architectural and Environmental Control Committee Rules. The owner of the party wall shall have no liability for damage to or removal of any structures, decorations or landscaping erected or placed within four (4) feet of the property wall; provided, however, that such damage or removal is not unreasonable and is necessarily required by such maintenance or repair work. Before initiating any maintenance or repair work, the party wall owner shall give the owner of the lot upon which the maintenance easement is located twenty-four (24) hours notice of the party wall owner's intention to begin said repair or maintenance."

Article XI, Section 7 shall read:

"Section 7. No mobile home, recreation vehicle unit, tent, or other temporary living quarters may be placed, maintained or occupied on any lot in this Tract; except that the owner thereof, upon completion and occupancy of the principal dwelling, may store such items on the owner's lot in a reasonable manner, within the areas allowed, as described in Section 6 of this ARTICLE, unless otherwise prohibited in this Declaration."

Article XIV, Section 1 shall read:

"Section 1. The grantee of any lot subject to the coverage of this Declaration by acceptance of a deed conveying title to any lot, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Conditions, Covenants, Restrictions and/or equitable servitudes and the agreements herein contained, and by such acceptance shall for the grantee, the grantee's heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within this Tract and within the Heritage Ranch Planned Community to keep, observe, comply with and perform said Conditions, Covenants, Restrictions, equitable servitudes and agreements."

IN WITNESS WHEREOF, HERITAGE RANCH OWNERS ASSOCIATION, a California Corporation, has executed these Modifications and Amendments to the Declaration of Covenants, Conditions and Restrictions for Tract 424 on the 13th day of July, 2001. These Modifications and Amendments shall also apply to Tracts 693, 721, 1063, 1094-Unit II, 1094-Unit III, and 1094-Unit IV.

HERITAGE RANCH OWNERS ASSOCIATION

By:



Ralph B. Allison, President

On 11/19, 2001, before me, Janet Larsen, Notary Public, personally appeared Ralph B. Allison, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Janet Laurer



Heritage Ranch Owners' Association

DOC#: 2008055153

Titles: 1 Pages: 3

AND WHEN RECORDED RETURN TO:



Fees	14.00
Taxes	0.00
Others	0.00
PAID	\$14.00

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

**MODIFICATION AND AMENDMENT TO**  
**HERITAGE RANCH OWNERS' ASSOCIATION COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**

Tract #424

WHEREAS, on May 25, 1972 a Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 16590 in Book 1670, page 367 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 10, 1972, a first amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 21892 in Book 1677, page 571 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 27, 1972, a second amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 24079 in Book 1680, page 460 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 23, 1976, a third amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 28843 in Book 1911, page 447 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on January 8, 1987, a forth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 1187 in Book 2938, page 134 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on May 15, 2001, a fifth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 2001033905 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on December 5, 2001, a sixth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document 2001094227 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, the following amendment has been adopted by an instrument in writing signed

by more than seventy-five percent (75%) of the owners of Tract 424.

NOW, THEREFORE, HERITAGE RANCH OWNERS' ASSOCIATION hereby amends the above-referenced Covenants, Conditions and Restrictions for Tract 424 as follows:

ARTICLE XI, Section 25:

No part of any fence or wall shall be constructed or placed within the front yard setback area of any lot in this Tract. For the purposes of this paragraph, front yard setback area shall mean the part of the lot that lies between the line of the street on which the lot abuts and the required setback from the front line of the lot. No fence or wall shall be constructed or placed within that part of any lot that is contiguous to either a lake or golf course, that lies within twenty (20) feet of the rear line, and no part of any fence or wall constructed or placed in the rear yard of any lot that is contiguous to a lake or the golf course shall exceed three (3) feet in height. Any fence that is permitted within the Tract and is not subject to the height limitations set out in the preceding sentence may have a height not in excess of six (6) feet.

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 424 on this <sup>14th</sup>  
3rd day of November 2008.

HERITAGE RANCH OWNERS' ASSOCIATION

By: \_\_\_\_\_

Dan Prunk, President

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

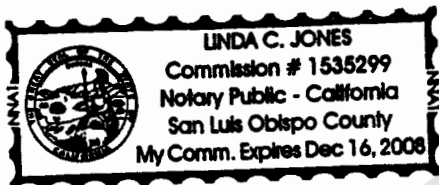
On Oct. 30, 2008 before me, Linda C. Jones

Date

Here Insert Name and Title of the Officer

personally appeared Dan Prunk

Name(s) of Signer(s)



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

Linda C. Jones

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Modification: Amendment to HROA Covenants, Conditions, Restrictions

Document Date: \_\_\_\_\_ Number of Pages: 2 + Acknowledgement

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
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