



HERITAGE RANCH PLANNED COMMUNITY

COVENANTS, CONDITIONS AND RESTRICTIONS

TRACT #1094 (SUPPLEMENTARY)

In accordance with California Senate Bill 222, effective January 1, 2020, if this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

RECORDED SUMMARY PAGE

The SUPPLEMENTARY DECLARATION for TRACT 1094 – Unit I, consisting of 4 pages, was recorded on April 30, 1987 as Document #29797. The SUPPLEMENTARY DECLARATION has subsequently been amended as follows:

N/A

The SUPPLEMENTARY DECLARATION for TRACT 1094 – Unit II, consisting of 6 pages, was recorded on August 18, 1986 as Document #51483. The SUPPLEMENTARY DECLARATION has subsequently been amended as follows:

N/A

The SUPPLEMENTARY DECLARATION for TRACT 1094 – Unit III, consisting of 6 pages, was recorded on August 18, 1986 as Document #51485. The SUPPLEMENTARY DECLARATION has subsequently been amended as follows:

N/A

The SUPPLEMENTARY DECLARATION for TRACT 1094 – Unit IV, consisting of 6 pages, was recorded on August 18, 1986 as Document #51487. The SUPPLEMENTARY DECLARATION has subsequently been amended as follows:

N/A

Also recorded, but not included in above, as Tract 1094, Units I, II, III and IV, consisting of 4 pages, which was recorded on May 29, 1987 as Document #37464 (roads only). The SUPPLEMENTARY DECLARATION has subsequently been amended as follows:

N/A

4/30/87 090 47

17:00-ARE

DOC. NO. 29797
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CAL

APR 30 1987

RECORDING REQUESTED BY:
First American Title Insurance Company

WHEN RECORDED PLEASE RETURN TO:
Heritage Ranch
P.O. Box 1155
Paso Robles, CA 93447

FRANCIS M. COONEY
County Clerk Recorder
TIME

12:40 PM

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR TRACT 1094

UNIT I

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

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

WHEREAS, Six Corporation, a California Corporation (hereinafter referred to as "Declarant") and is owner of the following real property to be annexed at this time:

Annexation Common Areas:

Lot 8, as shown on that certain map entitled "Tract 1094, Unit I, Equestrian Valley Mobilehome Sites", as recorded in Book 13, Page 38, San Luis Obispo County, California.

WHEREAS, by recordation of this Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 1094, Declarant hereby intends to cause the Annexation Common Area to become subject to said Declaration upon the terms and conditions stated herein;

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

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

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

4. Declarant expressly reserves the right at any time prior to conveyance of the Annexation Common Area, to withdraw said Annexation Common Area from subjection to said Declaration, from this Annexation and to nullify the effect of this Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 1094.

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

No amendment shall be effective for any purpose until approved by the Planning Director of the County of San Luis Obispo, California, as being consistent with the conditions of approval of the tentative map for Tract No. 1094.

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

ENFORCEMENT OF DECLARANT'S DUTY TO COMPLETE
COMMON AREA IMPROVEMENTS

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

deemed to be the decision of the Association, and the Board shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

EASEMENTS

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

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

Section 3. There is hereby reserved to Declarant an easement over the rear six (6) feet of each lot, and six (6) feet along each side lot line of each lot. The reservation shall allow Declarant to place on, under, or across such easement area, public utilities, (including, but not limited to, water, gas, sanitary, sewer, electric, telephone, and drainage), drainage facilities, transmission lines and facilities for a community antenna television system and the right to enter upon the easement area of such lot to service, maintain, repair, reconstruct and replace said utilities, lines or facilities, together with the right to grant and transfer the same; provided, however, that the exercise of such rights does not interfere with the owner's reasonable use and enjoyment of said lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or lines, or which may damage, interfere, or change the direction of flow of drainage facilities in the easements. The easement area of each lot in this Tract and all of owner's improvements thereon shall be maintained continuously by the Owner of the lot, or if in the Common Area, by the Association, except for those improvements for which a public authority or utility company is responsible. Upon transfer by Declarant or its successors or assigns of all of its interests in said subdivision or a period of six (6) years from the filing of the final map of said Tract 1094, whichever occurs first, the easements herein shall become the property of the Association.

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

The undersigned being the Declarant herein, has executed this Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 1094 on April 28th, 1987.

Declarant:

SIX CORPORATION,
A California Corporation

By: [Signature]
Warren Reeder

Title: Vice President

STATE OF CALIFORNIA }
COUNTY OF SAN LUIS OBISPO } ss

On April 28th, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Warren Reeder, known to me to be the Vice President of SIX CORPORATION, a California Corporation, whose name is subscribed to within the Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 1094 - Unit J, and known to me to be the person who executed the within instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed such instrument pursuant to the Bylaws or a Resolution of its Board of Directors.

WITNESS my hand and official seal.



[Signature]

TONI D. DECKER
Notary Public in and for said
County and State

RECORDING REQUESTED BY:
First American Title Insurance Co.

WHEN RECORDED PLEASE RETURN TO:
Heritage Ranch
P O Box 1155
Elso Robles, Ca. 93447

DOC. NO. **51483**
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CA

AUG 18 1986

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

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR TRACT 1094

UNIT II:

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

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

WHEREAS, Six Corporation, a California Corporation (hereinafter referred to as "Declarant") and is owner of the following real property to be annexed at this time:

Annexation Lots:

Lots 1 through 71, inclusive, as shown on that certain map entitled Tract 1094, Unit II, Equestrian Valley Mobilehomes, as recorded in Book 13, of Maps at Page 39, San Luis Obispo County Recorder, California;

Annexation Common Areas:

Lots 72, 73 and 74 as shown on that certain map entitled Tract 1094, Unit II, Equestrian Valley Mobilehomes, as recorded in Book 13, Page 39, San Luis Obispo County, California; and those certain streets shown on the recorded map as Equestrian Road, Barn Road, Bridle Trail Lane, Hackney Way, Shetland Way, Welsh Way, Quarterhorse Way, Peruvian Way, and Tennessee Walker Way.

WHEREAS, by recordation of this Supplementary Declaration of Covenants, Conditions, and Restrictions for Tract 1094, Declarant hereby intends to cause the Annexation Lots and Annexation Common Area to become subject to said Declaration upon the terms and conditions stated herein;

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

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

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

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

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

5. Declarant expressly reserves the right at any time prior to conveyance of an Annexation Lot or the Annexation Common Area, to withdraw said Annexation Lots and said Annexation Common Area from subjection to said Declaration, from this Annexation and to nullify the effect of this Supplementary Declaration of Covenants, Conditions, and Restrictions for Tract 1094.

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

No amendment shall be effective for any purpose until approved by the Planning Director of the County of San Luis Obispo, California, as being consistent with the conditions of approval of the tentative map for Tract No. 1094.

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

USE OF RESIDENTIAL LOTS

Section 1. The following conditions apply to lots 1 through 212, which are hereby designated as residential mobilehome lots, and are limited to such use.

Section 2. Two or more contiguous lots under the same ownership may be treated as a single lot, so long as such treatment conforms to applicable County ordinances.

Section 3. Structures shall be limited to one mobilehome dwelling on each lot, together with customary accessory structures such as porches, decks, garage, carport and enclosed storage. Enclosed living area shall not be less than 1248 sq. ft.

Section 4. Landscaping includes uncovered paving, fences, walls grading and planting.

Section 5. Building set-backs are as follows:

- (a) front yard - 20 ft.
- (b) side yard - 5 ft.
- (c) rear yard - 10 ft.

On corner lots, the side yard abutting the street shall be 10 feet. Fences and uncovered areas are permitted within the specified yard. Maximum height of fences shall be 6 feet; 3 feet in front yard. No structures are permitted in required yards.

Section 6. Plans for all proposed structures, landscaping and other improvements must be approved by the Architectural and Environmental Control Committee prior to construction.

Section 7. Materials for construction of elements other than the mobilehome unit shall be wood, frame stucco, masonry, or masonry stucco.

Roofing material shall be tile, or wood shingles or asphalt shingles on all buildings.

Driveways must be concrete with a nominal thickness of 4 inches.

Roof-mounted antennas and dishes must be approved by the HROA A.E.C. Committee and be screened to AECC requirements.

Covered porches must be a minimum of 150 square feet.

Storage sheds must be a minimum of 120 square feet.

Curbed driveways must be constructed at least 6 feet from any pad-mounted transformers or otherwise conform to P.G. & E.'s requirements for protective devices.

Lot development shall minimize grading and retain existing trees wherever possible. Foundations shall not exceed 3 ft. at any point. Placement of all structures and paving shall be generally at existing grade.

Section 8. Building permits for Lots 62-68, 109-115, 136-141 will require Site Plans in accordance with Section 22.02.032 of the San Luis Obispo Land Use Ordinance.

ENFORCEMENT OF DECLARANT'S DUTY TO COMPLETE
COMMON AREA IMPROVEMENTS

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

EASEMENTS

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

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

Section 3. There is hereby reserved to Declarant an easement over the rear six (6) feet of each lot, and six (6) feet along each side lot line of each lot. The reservation shall allow Declarant to place on, under, or across such easement area, public utilities, (including, but not limited to, water, gas, sanitary, sewer, electric, telephone, and drainage), drainage facilities, transmission lines and facilities for a community antenna television system and the right to enter upon the easement area of such lot to service, maintain, repair, reconstruct and replace said utilities, lines or facilities, together with the right to grant and transfer the same; provided, however, that the exercise of such rights does not interfere with the owner's reasonable use and enjoyment of said lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or lines, or which may damage, interfere, or change the direction of flow of drainage facilities in the easements. The easement area of each lot in this Tract and all of owner's improvements thereon shall be maintained continuously by the Owner of the lot, or if in the Common Area, by the Association, except for those improvements for which a public authority or utility company is responsible. Upon transfer by Declarant or its successors or assigns of all of its interests in said subdivision or a period of six (6) years from the filing of the final map of said Tract 1094, whichever occurs first, the easements herein shall become the property of the Association.

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

WHEN RECORDED PLEASE RETURN TO:
Heritage Ranch
P.O. Box 1155
Paso Robles, Ca. 93447

DOC. NO. **51485**
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CA

AUG 18 1986

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

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR TRACT 1094

UNIT III

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

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

WHEREAS, Six Corporation, a California Corporation (hereinafter referred to as "Declarant") and is owner of the following real property to be annexed at this time:

Annexation Lots:

Lots 1 through 87, inclusive, as shown on that certain map entitled Tract 1094, Unit III, Equestrian Valley Mobilehomes, as recorded in Book 13 of Maps at Page 40, San Luis Obispo County Recorder, California;

Annexation Common Areas:

Lots 88, 89 and 90, as shown on that certain map entitled Tract 1094, Unit III, Equestrian Valley Mobilehomes, as recorded in Book 13, Page 40, San Luis Obispo County, California; and those certain streets shown on the recorded map as Equestrian Road, Barn Road, Bridle Trail Lane, Hackney Way, Shetland Way, Welsh Way, Quarterhorse Way, Peruvian Way and Tennessee Walker Way.

conditions, and restrictions for Tract 1094, Declarant hereby agrees to cause the Annexation Lots and Annexation Common Area to become subject to said Declaration upon the terms and conditions stated herein;

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

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

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

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

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

5. Declarant expressly reserves the right at any time prior to conveyance of an Annexation Lot or the Annexation Common Area, to withdraw said Annexation Lots and said Annexation Common Area from subjection to said Declaration, from this Annexation and to nullify the effect of this Supplementary Declaration of Covenants, Conditions, and Restrictions for Tract 1094.

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

No amendment shall be effective for any purpose until approved by the Planning Director of the County of San Luis Obispo, California, as being consistent with the conditions of approval of the tentative map for Tract No. 1094.

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

Section 1. The following conditions apply to lots 1 through 212, which are hereby designated as residential mobilehome lots, and are limited to such use.

Section 2. Two or more contiguous lots under the same ownership may be treated as a single lot, so long as such treatment conforms to applicable County ordinances.

Section 3. Structures shall be limited to one mobilehome dwelling on each lot, together with customary accessory structures such as porches, decks, garage, carport and enclosed storage. Enclosed living area shall not be less than 1248 sq. ft.

Section 4. Landscaping includes uncovered paving, fences, walls grading and planting.

Section 5. Building set-backs are as follows:

- (a) front yard - 20 ft.
- (b) side yard - 5 ft.
- (c) rear yard - 10 ft.

On corner lots, the side yard abutting the street shall be 10 feet. Fences and uncovered areas are permitted within the specified yard. Maximum height of fences shall be 6 feet; 3 feet in front yard. No structures are permitted in required yards.

Section 6. Plans for all proposed structures, landscaping and other improvements must be approved by the Architectural and Environmental Control Committee prior to construction.

Section 7. Materials for construction of elements other than the mobilehome unit shall be wood, frame stucco, masonry, or masonry stucco.

Roofing material shall be tile, or wood shingles or asphalt shingles on all buildings.

Driveways must be concrete with a nominal thickness of 4 inches.

Roof-mounted antennas and dishes must be approved by the HROA A.E.C. Committee and be screened to AECC requirements.

MUST HAVE
Covered porches must be a minimum of 150 square feet:

Storage sheds must be a minimum of 120 square feet.

Curbed driveways must be constructed at least 6 feet from any pad-mounted transformers or otherwise conform to P.G. & E.'s requirements for protective devices.

Lot development shall minimize grading and retain existing trees wherever possible. Foundations shall not exceed 3 ft. at any point. Placement of all structures and paving shall be generally at existing grade.

Section 8. Building permits for Lots 62-68, 109-115, 136-141 will require Site Plans in accordance with Section 22.02.032 of the San Luis Obispo Land Use Ordinance.

ENFORCEMENT OF DECLARANT'S DUTY TO COMPLETE
COMMON AREA IMPROVEMENTS

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

EASEMENTS

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

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

Section 3. There is hereby reserved to Declarant an easement over the rear six (6) feet of each lot, and six (6) feet along each side lot line of each lot. The reservation shall allow Declarant to place on, under, or across such easement area, public utilities, (including, but not limited to, water, gas, sanitary, sewer, electric, telephone, and drainage), drainage facilities, transmission lines and facilities for a community antenna television system and the right to enter upon the easement area of such lot to service, maintain, repair, reconstruct and replace said utilities, lines or facilities, together with the right to grant and transfer the same; provided, however, that the exercise of such rights does not interfere with the owner's reasonable use and enjoyment of said lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or lines, or which may damage, interfere, or change the direction of flow of drainage facilities in the easements. The easement area of each lot in this Tract and all of owner's improvements thereon shall be maintained continuously by the Owner of the lot, or if in the Common Area, by the Association, except for those improvements for which a public authority or utility company is responsible. Upon transfer by Declarant or its successors or assigns of all of its interests in said subdivision or a period of six (6) years from the filing of the final map of said Tract 1094, whichever occurs first, the easements herein shall become the property of the Association.

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

WHEN RECORDED PLEASE RETURN TO:
Heritage Ranch
P.O. Box 1155
Pas. Robles, Ca. 93447

DOC. NO. **51487**
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SAN LUIS OBISPO CO., CA

AUG 18 1986

FRANCIS M. COONEY
County Clerk-Recorder
TIME 8:05 AM

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR TRACT 1094

UNIT IV

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

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

WHEREAS, Six Corporation, a California Corporation (hereinafter referred to as "Declarant") and is owner of the following real property to be annexed at this time:

Annexation Lots:

Lots 1 through 54, inclusive, as shown on that certain map entitled Tract 1094, Unit IV, Equestrian Valley Mobilehomes, as recorded in Book 13 of Maps on Page 41, San Luis Obispo County Recorder, California;

Annexation Common Areas:

Lots 55, 56 and 57, as shown on that certain map entitled Tract 1094, Unit IV, Equestrian Valley Mobilehomes, as recorded in Book 13, Page 41, San Luis Obispo County, California; and those certain streets shown on the recorded map as Equestrian Road, Barn Road, Bridle Trail Lane, Hackney Way, Shetland Way, Welsh Way, Quarterhorse Way, Peruvian Way and Tennessee Walker Way.

WHEREAS, by recordation of this Supplementary Declaration of Covenants, Conditions, and Restrictions for Tract 1094, Declarant hereby intends to cause the Annexation Lots and Annexation Common Area to become subject to said Declaration upon the terms and conditions stated herein;

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

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

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

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

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

5. Declarant expressly reserves the right at any time prior to conveyance of an Annexation Lot or the Annexation Common Area, to withdraw said Annexation Lots and said Annexation Common Area from subjection to said Declaration, from this Annexation and to nullify the effect of this Supplementary Declaration of Covenants, Conditions, and Restrictions for Tract 1094.

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

No amendment shall be effective for any purpose until approved by the Planning Director of the County of San Luis Obispo, California, as being consistent with the conditions of approval of the tentative map for Tract No. 1094.

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

USE OF RESIDENTIAL LOTS

Section 1. The following conditions apply to lots 1 through 212, which are hereby designated as residential mobilehome lots, and are limited to such use.

Section 2. Two or more contiguous lots under the same ownership may be treated as a single lot, so long as such treatment conforms to applicable County ordinances.

Section 3. Structures shall be limited to one mobilehome dwelling on each lot, together with customary accessory structures such as porches, decks, garage, carport and enclosed storage. Enclosed living area shall not be less than 1248 sq. ft.

Section 4. Landscaping includes uncovered paving, fences, walls grading and planting.

Section 5. Building set-backs are as follows:

- (a) front yard - 20 ft.
- (b) side yard - 5 ft.
- (c) rear yard - 10 ft.

On corner lots, the side yard abutting the street shall be 10 feet. Fences and uncovered areas are permitted within the specified yard. Maximum height of fences shall be 6 feet; 3 feet in front yard. No structures are permitted in required yards.

Section 6. Plans for all proposed structures, landscaping and other improvements must be approved by the Architectural and Environmental Control Committee prior to construction.

Section 7. Materials for construction of elements other than the mobilehome unit shall be wood, frame stucco, masonry, or masonry stucco. Roofing material shall be tile, or wood shingles or asphalt shingles on all buildings.

Driveways must be concrete with a nominal thickness of 4 inches.

Roof-mounted antennas and dishes must be approved by the HROA A.E.C. Committee and be screened to AECC requirements.

Covered porches must be a minimum of 150 square feet.

Storage sheds must be a minimum of 120 square feet.

Curbed driveways must be constructed at least 6 feet from any pad-mounted transformers or otherwise conform to P.G. & E.'s requirements for protective devices.

Lot development shall minimize grading and retain existing trees wherever possible. Foundations shall not exceed 3 ft. at any point. Placement of all structures and paving shall be generally at existing grade.

Section 8. Building permits for Lots 62-68, 109-115, 136-141 will require Site Plans in accordance with Section 22.02.032 of the San Luis Obispo Land Use Ordinance.

ENFORCEMENT OF DECLARANT'S DUTY TO COMPLETE
COMMON AREA IMPROVEMENTS

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

EASEMENTS

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

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

Section 3. There is hereby reserved to Declarant an easement over the rear six (6) feet of each lot, and six (6) feet along each side lot line of each lot. The reservation shall allow Declarant to place on, under, or across such easement area, public utilities, (including, but not limited to, water, gas, sanitary, sewer, electric, telephone, and drainage), drainage facilities, transmission lines and facilities for a community antenna television system and the right to enter upon the easement area of such lot to service, maintain, repair, reconstruct and replace said utilities, lines or facilities, together with the right to grant and transfer the same; provided, however, that the exercise of such rights does not interfere with the owner's reasonable use and enjoyment of said lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or lines, or which may damage, interfere, or change the direction of flow of drainage facilities in the easements. The easement area of each lot in this Tract and all of owner's improvements thereon shall be maintained continuously by the Owner of the lot, or if in the Common Area, by the Association, except for those improvements for which a public authority or utility company is responsible. Upon transfer by Declarant or its successors or assigns of all of its interests in said subdivision or a period of six (6) years from the filing of the final map of said Tract 1094, whichever occurs first, the easements herein shall become the property of the Association.

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

RECORDING REQUESTED BY:
First American Title Insurance Company

DOC. NO. **37464**
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CA

WHEN RECORDED PLEASE RETURN TO:
Heritage Ranch
P.O. Box 1155
Paso Robles, CA 93447

MAY 29 1987
FRANCIS M. COONEY
County Clerk-Recorder
TIME 8:00 AM

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR TRACT 1094, UNITS I, II, III AND IV

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

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

WHEREAS, Six Corporation, a California Corporation (hereinafter referred to as "Declarant") and is owner of the following real property to be annexed at this time:

Annexation Common Areas:

Those certain streets identified as Equestrian Road, Barn Road, Bridle Trail Lane, Hackney Way, Shetland Way, Welsh Way, Quarterhorse Way, Peruvian Way, and Tennessee Walker Way, as shown on one or more of the recorded maps of Tract 1094, Unit I, recorded in Book 13 of Maps, Page 38; Tract 1094, Unit II, recorded in Book 13 of Maps, Page 39; Tract 1094, Unit III, recorded in Book 13 of Maps, Page 40; and Tract 1094, Unit IV, recorded in Book 13 of Maps, Page 41.

WHEREAS, by recordation of this Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 1094, Units I, II, III and IV, Declarant hereby intends to cause the Annexation Common Area to become subject to said Declaration upon the terms and conditions stated herein;

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

1. The term "Project" as defined in said Declaration and used throughout said Declaration shall include said Annexation Common Area;

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

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

4. Declarant expressly reserves the right at any time prior to conveyance of the Annexation Common Area, to withdraw said Annexation Common Area from subjection to said Declaration, from this Annexation and to nullify the effect of this Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 1094, Units I, II, III and IV.

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

No amendment shall be effective for any purpose until approved by the Planning Director of the County of San Luis Obispo, California, as being consistent with the conditions of approval of the tentative map for Tract No. 1094.

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

**ENFORCEMENT OF DECLARANT'S DUTY TO COMPLETE
COMMON AREA IMPROVEMENTS**

Section 1. Where any Common Area improvements have not been completed prior to the issuance of the public report, and where the Association is obligee under a bond or other arrangement (Bond) to secure performance of the commitment of Declarant to complete such Common Area improvements, the Board shall consider and vote on the question of action by the Association to enforce the obligations under the Bond with respect to any improvement for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for that improvement in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any Common Area improvement, the Board shall consider and vote on the aforesaid question if a Notice of Completion has not been filed within thirty (30) days after the expiration of the extension. A special meeting of Members of the Association for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the Bond or on the failure of the Board to consider and vote on the question, shall be held not less than thirty-five (35) days nor

more than forty-five (45) days after receipt by the Board of a petition for such meeting signed by Members representing five percent (5%) or more of the total voting power of the Association. At such special meeting a vote of a majority of the voting power of the Association present residing in Members other than Declarant to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association, and the Board shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

EASEMENTS

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

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

Section 3. There is hereby reserved to Declarant an easement over the rear six (6) feet of each lot, and six (6) feet along each side lot line of each lot. The reservation shall allow Declarant to place on, under, or across such easement area, public utilities, (including, but not limited to, water, gas, sanitary, sewer, electric, telephone, and drainage), drainage facilities, transmission lines and facilities for a community antenna television system and the right to enter upon the easement area of such lot to service, maintain, repair, reconstruct and replace said utilities, lines or facilities, together with the right to grant and transfer the same; provided, however, that the exercise of such rights does not interfere with the owner's reasonable use and enjoyment of said lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or lines, or which may damage, interfere, or change the direction of flow of drainage facilities in the easements. The easement area of each lot in this Tract and all of owner's improvements thereon shall be maintained continuously by the Owner of the lot, or if in the Common Area, by the Association, except for those improvements for which a public authority or utility company is responsible. Upon transfer by Declarant or its successors or assigns of all of its interests in said subdivision or a period of six (6) years from the filing of the final map of said Tract 1094, Units I, II, III and IV, whichever occurs first, the easements herein shall become the property of the Association.

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

05/18/87

The undersigned being the Declarant herein, has executed this Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 1094, Units I, II, III and IV, on May 21, 1987.

Declarant:

SIX CORPORATION,
A California Corporation

By: Warren Reeder

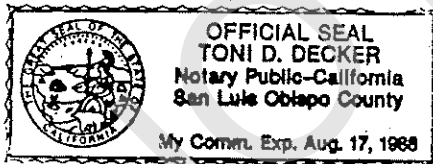
Title: Vice President

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

ss

On May 21, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Warren Reeder, known to me to be the Vice President of SIX CORPORATION, a California Corporation, whose name is subscribed to within the Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 1094 - Unit I, and known to me to be the person who executed the within instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed such instrument pursuant to the Bylaws or a Resolution of its Board of Directors.

WITNESS my hand and official seal.



Toni D. Decker

TONI D. DECKER
Notary Public in and for said
County and State