



# **HERITAGE RANCH PLANNED COMMUNITY**

## **COVENANTS, CONDITIONS AND RESTRICTIONS**

# **TRACT #1910 (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 1910, consisting of 18 pages, was recorded on April 18, 2003 as Document #2003040102. The SUPPLEMENTARY DECLARATION has subsequently been amended as follows:

**Amended by John E. King and Carole D. King on November 14, 2003 as Document #2003132062**

Not included in this document

**Amended by the ASSOCIATION on May 11, 2004 as Document #2004040187**

Rescinding Document #2003132062 above

**Amended by vote of the membership and recorded on July 27, 2004 as Document #2004066027**

Section 2, 3, 4, 5, 8, 23, 24, 26, 27, 29 and 31

**Amended by vote of the membership and recorded on July 22, 2005 as Document #2005060175**

Section 5

JULIE RODEWALD  
San Luis Obispo County - Clerk/Recorder

MEL  
4/18/2003  
8:00 AM

Recorded at the request of  
First American Title Company

RECORDING REQUESTED BY:

First American Title Insurance Company

AND WHEN RECORDED RETURN TO:

KING VENTURES  
290 Pismo Street  
San Luis Obispo, California 93401

DOC#: 2003040102



Tiles: 1	Pages: 18
Fees	58.00
Taxes	0.00
Others	0.00
PAID	\$58.00

134671 LT

SPACE ABOVE FOR RECORDERS USE ONLY

SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
TRACT 1910  
River View at Heritage Ranch

THIS SUPPLEMENTAL DECLARATION is made and dated this 4<sup>th</sup> day of  
February, 2003 by JOHN E. KING and CAROLE D. KING (hereinafter described as  
"Declarants")

WITNESSED

WHEREAS, Declarants are now the owners of that certain real property in the County of  
San Luis Obispo, State of California described in Exhibit "A" Attached hereto and hereinafter  
referred to as (the "Property").

WHEREAS, on May 25, 1972 a Declaration of Covenants, Conditions and Restrictions  
for Tract 424 ("Original Declaration") was recorded as Document No. 16590 in Book 1670,  
Page 367 of Official Records, County of San Luis Obispo, State of California which said  
Original Declaration included the Property described in Exhibit "A" attached hereto; and,

WHEREAS, on July 10, 1972 a first amendment to said Original Declaration of  
Covenants, Conditions and Restrictions for Tract 424 was recorded as Document No. 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 said Original Declaration of  
Covenants, Conditions and Restrictions for Tract 424 was recorded as Document No. 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 said Original Declaration of  
Covenants, Conditions and Restrictions for Tract 424 was recorded as Document No. 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 said Original Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document No. 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 said Original Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document No. 2001-033905 of Official Records, County of San Luis Obispo, State of California; and,

WHEREAS, on December 5, 2001 a sixth amendment to said Original Declaration of Covenants, Conditions and Restrictions for Tract 424 was recorded as Document No. 2001-094227 of Official Records, County of San Luis Obispo, State of California; and,

WHEREAS, Article I of said Original Declaration anticipated that the buildout of the Heritage Ranch planned community would occur in phases and in an orderly manner, and that upon recordation of Supplemental Conditions, Covenants and Restrictions for any future real property subdivisions and/or development specifically designated within the planned development area, such subdivisions and/or development would become subject to the Original Declaration of Conditions, Covenants and Restrictions established for Heritage Ranch and thereby subject to the functions, powers and jurisdiction of the Association; and,

WHEREAS, Article I of said Original Declaration anticipated that future real property subdivisions and/or development may adopt Supplemental Declarations of Conditions, Covenants and Restrictions established for the subject future subdivisions and/or development; and,

WHEREAS, Declarants are successors in interest to Heritage Ranch Cattle Company, and are the owners of that certain real property referred to as Lot 28 of Tract 1063, WINDMILL RANCHOS, filed on August 18, 1986, in Book 13 of Maps, at Page 37, San Luis Obispo County Records.

NOW THEREFORE, by recordation of this Supplemental Declaration of Covenants, Conditions and Restrictions established for the real property described in Exhibit "A" Tract 1910, it is the intention of Declarants to annex the Property to the Heritage Ranch Planned Community in accordance with the provisions of Article II, Section 1 of the Original Declaration and to impose mutual beneficial restrictions under a general scheme of improvement for the benefit of all the Property which will supplement and/or modify the Declaration for Tract 424 and any amendment thereto and shall be administered and enforced by the Heritage Ranch Homeowners Association under the following terms and conditions.

1. The term "Project" as defined in said Supplemental Declaration and as used throughout said Supplemental Declaration shall mean 150-lot subdivision located on the Property, which said subdivision is identified as Tract 1910 recorded as Document No. 2003040100 of the Official Records of the County of San Luis Obispo, State of California.

2. The term "Association" as used throughout this Supplemental Declaration shall mean the Heritage Ranch Owners Association.

3. The term "Lot(s)" as defined in said Supplemental Declaration and as used throughout said Supplemental Declaration shall include all residential lots within said Tract 1910.

4. Without limiting the general application of said Supplemental Declaration to Tract 1910, Owners of Lots within Tract 1910 shall be Members of the Association and shall have rights of use, enjoyment, ingress and egress over the Common Area, and rights to vote and the obligation to pay assessments, all as provided in said Declaration.

5. The term "Common Area" as defined in said Supplemental Declaration and as used throughout said Declaration shall include all Tract 1910 Common Areas, if and when the Association is deeded fee title and/or easements to said Tract 1910 Common Area by Declarants.

6. The Covenants, Conditions and Restrictions imposed by this Supplemental Declaration are identified in Exhibit "B" and "C" attached hereto and incorporated herein by reference as though fully set forth. In the event that any of the Supplemental Covenants, Conditions and Restrictions conflict with any provision of the Original Declaration or amendments thereto for Tract 424, the provisions of this Supplemental Declaration shall supersede those conflicting provisions of the Original Declaration and amendments thereto for Tract 424 and be binding and conclusive upon all parties affected, and except as provided for herein, the Original Declaration and amendments thereto shall remain in full force and effect with respect to Tract 1910.

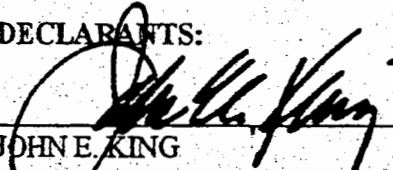
7. The term "Tract", as defined and used in the Original Declaration, shall include Tract 1910.

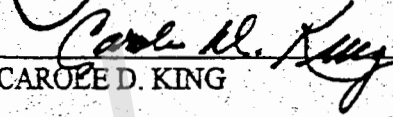
8. Notwithstanding any other provision of this Declaration, no amendment, change, modification, or termination of the conditions, covenants and restrictions of this Declaration regarding the following provisions shall be effective for any purpose without the prior written approval of the Director of Planning and Building of the County of San Luis Obispo, California:

(a) regulation of land use, (b) maintenance of roads and pathways, (c) maintenance of the Common Area, (d) the prohibition of building and construction in areas with slopes greater than 30%, (e) fencing requirements, (f) drainage plan requirements, (g) engineered sewage system requirements, (h) building envelope requirements, (i) minor use permit requirements, (j) soils and percolation testing requirements, (k) watercourse setback requirements for effluent disposal systems, (l) oak tree preservation and maintenance requirements including those of Exhibit "C", and (m) noise notification requirements.



The undersigned, being the Declarants herein, has executed this Supplemental Declaration of Covenants, Conditions and Restrictions established for Tract 1910, River View at Heritage Ranch, on February 7, 2003.

DECLARANTS:

  
\_\_\_\_\_  
JOHN E. KING

  
\_\_\_\_\_  
CAROLE D. KING

*Approval and consent to recording by the Board of Directors of Heritage Ranch Owners Association.*

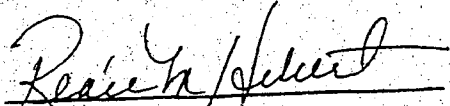
  
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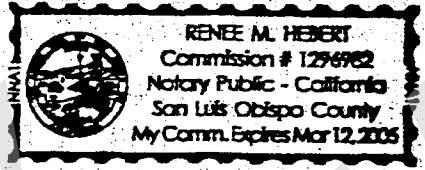
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STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF SAN LUIS OBISPO    )

On February 7, 2003 before me, Renée M. Hebert, Notary Public, personally appeared, John E. King and Carole D. King, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public in and for said County and State.



(SEAL)

NOT A COPY OFFICIAL

**ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of San Luis Obispo } SS.

On February 4, 2003 before me, Janet Laursen  
(DATE) (NOTARY)  
personally appeared Elaine Hollingsworth and Gilbert Hayden  
SIGNER(S)

personally known to me - OR -  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.



WITNESS my hand and official seal.

Janet Laursen  
NOTARY'S SIGNATURE

**OPTIONAL INFORMATION**

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

- INDIVIDUAL
- CORPORATE OFFICER

Secretary - President respectively  
TITLE(S)

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Supplemental Declaration of Covenants, Conditions and Restrictions  
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
Heritage Ranch Owners Association

OTHER

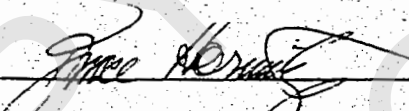


CONSENT OF LIENHOLDER AND SUBORDINATION OF LIEN

The undersigned, beneficiary under that certain Deed of Trust dated March 3, 2003, and recorded March 14, 2003, as Document No. 2003-026296 of the Official Records of the County of San Luis Obispo, State of California, consents to all of the provisions contained in the Declaration of Covenants, Conditions, and Restrictions for Tract 1910, executed by John E. King and Carole D. King, as Declarants, and agrees that the lien of the Deed of Trust shall be junior and subordinate and subject to the Declaration.

Dated: March 28-2003

BENEFICIARY

  
\_\_\_\_\_  
R.E. LOANS LLC, a California limited liability company

By: BRUCE HOROWITZ MANAGING MEMBER  
(print name)


NOT COFFICIAL

### CONSENT OF LIENHOLDER AND SUBORDINATION OF LIEN

The undersigned, as trustee and on behalf of the beneficiary under that certain Deed of Trust dated March 3, 2003, and recorded March 14, 2003, as Document No. 2003-026296 of the Official Records of the County of San Luis Obispo, State of California, consents to all of the provisions contained in the Declaration of Covenants, Conditions, and Restrictions for Tract 1910, executed by John E. King and Carole D. King, as Declarants, and agrees that the lien of the Deed of Trust shall be junior and subordinate and subject to the Declaration.

Dated: March 28-2003

TRUSTEE

 VICE PRESIDENT  
BAR K, INC. A CALIFORNIA CORPORATION

By: KELLY NG  
(print name)

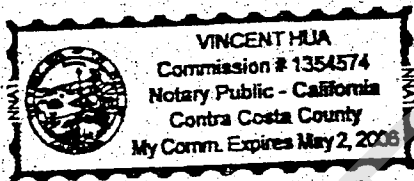
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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of CONTRA COSTA } ss.

On MARCH 28, 2003 before me, VINCENT HUA Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Kelly Ng AND Bruce Horwitz  
Name(s) of Signer(s)

personally known to me  
 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.

WITNESS my hand and official seal.  
[Signature]  
Signature of Notary Public

**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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer**

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

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

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

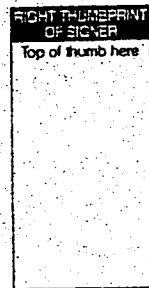


EXHIBIT "A" TO  
SUPPLEMENTAL COVENANTS, CONDITIONS AND RESTRICTIONS

LEGAL DESCRIPTION for TRACT 1910

RIVER VIEW at HERITAGE RANCH

Lot 28 of Tract 1063, filed on August 18, 1986,  
in Book 13 of Maps, at Page 37, San Luis Obispo County Records.

NOT COPY OFFICIAL

Final

EXHIBIT "B" TO  
SUPPLEMENTAL COVENANTS, CONDITIONS AND RESTRICTIONS

TRACT 1910  
RIVER VIEW at HERITAGE RANCH

RESTRICTIONS ON SIZE, PLACEMENT and USE OF RESIDENTIAL LOTS

Section 1. Every residential dwelling constructed on a lot within Tract 1910 shall contain a minimum of 1,600 square feet of fully enclosed floor area, devoted to living purposes (exclusive of roofed or un-roofed porches, patios, balconies, terraces, garages and other out-buildings).

Section 2. Each lot shall include a fully enclosed, attached or detached, garage designed to store at least two (2) vehicles within the garage. The exterior architectural treatments for the garage shall be identical to the design, colors and materials of the residential unit of said lot. Garages shall, to the maximum extent possible, be oriented so that vehicles enter from the side or rear of the residence, thereby minimizing or eliminating views into the garage from the street.

Section 3. Roofing materials shall be constructed of architectural grade composition, metal or concrete tile, or similar materials constituting a Class A roof, per applicable County Fire and Uniform Building Code requirements.

Section 4. Except as expressly provided in Civil Code Section 1376, up to two (2) antenna dishes of no more than eighteen inches (18") in diameter may be attached to the residence. Pole or wire antennas shall not be permitted on the residence or lot.

Section 5. Fencing shall be uniform throughout Tract 1910. Fencing permitted on perimeter property lines may be a 4' high, natural or stained, split four-rail wood (round or square rail) fencing. Interior (privacy) fencing on the Lot shall be attached to the residence and consist of stone, rock or materials to match the residence, and may be up to 6' in height. Fencing details will be approved at the same time as the residence is approved (see Section 28, below). All fencing on Lots shall be maintained by the Owner.

Section 6. Air conditioning and propane/butane tanks shall be screened from view from adjoining lots and all streets.

Section 7. Front and rear yard setbacks shall be as determined by County Land Use Ordinance standards applicable to the lots within Tract 1910. Side yard setbacks shall be no less than 15', provided the entire side yard setback area is designed and maintained consistent with the fuel breaks and wildland fuel modification standards of Section 8 of this Supplemental Declaration for Tract 1910. Building setbacks from oak trees on any lot shall be consistent with the standards of Section 9 and Exhibit "C" of this Supplemental Declaration for Tract 1910.

Section 8. For fire prevention purposes, a 30' zone around the perimeter of each residence is hereby established as a "fuel modification zone". Within this zone, owners shall have the option of maintaining natural vegetation consistent with the following standards, or may install and maintain irrigated domestic landscaping that is fire resistant and compatible with surrounding native species. In the case of natural vegetative cover, the owner shall be responsible for (a) maintaining grasses at no more than 3" in height, (b) trees must be limbed up to one third their height to a maximum of 10' off the ground so that it cannot provide a means of transmitting fire, and (c) flammable native shrubs shall not be planted or allowed to grow in continuous masses. The reductions in side yard setbacks allowed by Section 7 of this Supplemental Declaration are intended to allow some flexibility in planning residences, but with the clear and distinct objective of maintaining 30' wide fuel modification zones between residential buildings.

Section 9. The Association shall maintain a 30' wide fuel break around the perimeter of the subdivision, generally along the rear of lots adjoining the Common Lots of Tract 1910. This fuel break will consist of mowing grasses and removing downed trees and shrubs that would otherwise constitute a fire hazard. This fuel break will not include the removal of native trees, but shall consist primarily of mowing grasses, clearing flammable brush so that it doesn't provide continuous fuel beds, and limbing up trees in the manner described in Section 8 of this Supplemental Declaration for Tract 1910. Owners shall further be responsible to remove that portion of any tree which extends within 10 feet of the outlet of any chimney, maintain any tree adjacent or overhanging any building free of deadwood, and maintain all roofs free of leaves, needles or other dead vegetative growth.

Section 10. Exhibit "C" of this Supplemental Declaration for Tract 1910, incorporated herein by reference, includes Native Oak Tree Maintenance and Management standards that will be the obligation of each lot owner. Oak trees on each lot may not be trimmed or removed except in accordance with the requirements of Exhibit "C" of this Supplemental Declaration.

Section 11. The Association shall be responsible for maintaining the pathways and roads of Tract 1910 following their dedication to the Association.

Section 12. Buildings and construction are prohibited on those parts of any lot with a slope that exceeds 30%.

Section 13. Development on Lot 20 shall include the preparation of a Drainage Plan that addresses the control of runoff and a conveyance system for said runoff to the street frontage, rather than conveying runoff onto adjoining lots.

Section 14. Development on Lot 74 shall include an engineered septic system to account for the relatively small building envelope. This system may include deep "dry wells" for disposal.

Section 15. Development on Lot 122 should be restricted to the frontal portion of the lot (see "designated building envelope" and "restricted use area" on final tract map).

Development of any kind, including septic system development, within the "restricted use area" of this lot shall require engineering geology and soils investigations addressing the suspected landslide identified on Figure 6 of the EIR Addendum for Tract 1910 (noted as Lot 69 of the Tentative Tract Map - this lot has been renumbered for the final tract map).

Section 16. Minor Use Permits shall be obtained from the County of San Luis Obispo for Lots 50, 55, 56, 58, 59, 60, 70 and 71 to further evaluate potential environmental impacts and establish appropriate building sites and driveway approaches. Said Minor Use Permits shall be obtained prior issuance of any building permit or commencement of any construction activity on said lots.

Section 17. Soils testing, including determination of expansion index and appropriate mitigation measures, shall be required at the site of each proposed structure on each lot at the time of application for building permits.

Section 18. Percolation testing for proposed septic systems shall be performed on each lot and submitted to the County at the time of building permit application to verify the adequacy of such proposed systems. Proposed primary and back-up leach field sites shall be identified on all building plans. Alternative systems for septic disposal must be designed by a registered engineer to the satisfaction of the County Planning, Building and Health Departments.

Section 19. Lot 50 includes both a spring and a watercourse that must be accounted for in planning effluent disposal systems. All such systems shall be set back a minimum of 100' from the watercourse (as shown on Figure 7 of the EIR Addendum) or, in the alternative, the watercourse may be undergrounded pursuant to soils and engineering designs with measures to accommodate the water from the spring, so that this minimum setback may be waived.

Section 20. Addressing of residential units within the tract shall be accomplished through the installation of a uniform lamp post a maximum of 4' tall at the intersection of the street and driveway for each lot (detail to be approved by the "River View Design Review Committee", see Section 28, below). The address for each lot shall be placed on the lamp post so as to be visible from the street. The lamp post shall be hard wired to a photo cell for automatic operation, and each lot owner shall be responsible for replacing burned out light bulbs and to maintain the photo cell in good operation.

Section 21. Owner acknowledges that Tract 1910 may be subject to noise impacts from military operations generated on or above Camp Roberts, or in approved air space.

Section 22. No horses, reptiles, rodents, birds, fish, livestock or poultry shall be permitted to be kept on any residential Lot within Tract 1910, with the exception of household domestic dogs, cats, fish or birds inside bird cages. No such animals shall be kept, bred or raised for commercial purposes. A maximum of three (3) such animals may be kept as household pets at any one time, although puppies or kittens born of these pets may be kept in addition to the foregoing number for a period of up to three (3) months after their birth. Each person bringing or keeping a pet upon any Lot shall be liable to other Owners, their family members and invited

guests for any damages to persons and/or property proximately caused by said pet. Owner's shall be responsible for removing any excrement deposited anywhere on the Tract or Project by their pet. All dogs must be leashed when outside their owner's Lot. It is prohibited for any pet to roam, graze, run free or do damage to any vegetation, improvements, Lots or the Common Areas of Tract 1910.

Section 23. Landscaping materials shall be restricted in the following manner on residential Lots of Tract 1910 with the objective in mind of creating water-efficient exterior use areas. Irrigated lawns shall be limited in total size to no more than 1,000 square feet. Native materials that are drought tolerant and suitable for the hot summer environment at Lake Nacimiento are encouraged, and in particular, native plant materials should be used as a transition from the building envelope and any ornamental landscaping to the unimproved portions of the Lot, and any bordering open space and common area parcels. Ornamental planting (less drought tolerant species) should be limited to areas closest to the residence, including entries, patios, walkways and planters. Turf and other intensively irrigated areas shall not be planted under the drip line of oak trees. Erosion control plantings shall not include permanent irrigation systems. Temporary irrigation systems to establish erosion control plantings shall be permitted as needed. All irrigation systems shall have a programmable timer and automatic operation/clock unit. Drip irrigation systems are preferred over spray systems. Owners should take care in adjusting controller settings quarterly to reflect climate conditions and watering needs. Landscaping shall be approved with the residence as provided by Section 28. Flammable vegetation shall be maintained so that it does not provide a means of transmitting fire.

Section 24. Architectural designs will necessarily vary from Lot to Lot, but an overall design reflecting "prairie" and "ranch style" residences is preferred for Tract 1910. These styles of architecture are commonly characterized as one-story and split level homes, with long, horizontal elevations emphasizing a design that fits within the natural contours of the land. Two and three story homes may be permitted consistent with county development regulations, but in these instances, upper floor areas will be substantially reduced in square footage to maintain lower massing and the horizontal design characteristics envisioned for Tract 1910.

Section 25. Any boat or recreational vehicle storage within the Lot shall be totally screened from view from adjoining parcels and all streets. This will generally require a garage enclosure integrated into the design of the residence.

Section 26. Driveways shall meet the following minimum design requirements: (a) unobstructed widths shall be 16 feet, unless residential sprinklers are installed, which will permit the minimum driveway width to be 12 feet; (b) driveways exceeding 150 feet shall provide turnouts for the safe passage of on-coming vehicles; (c) all driveway surfaces shall meet fire apparatus load weights of at least 20 tons, and maintain all-weather driving capabilities; and, (d) maximum driveway gradients should be 16%, with any driveway over 12% to be constructed of a non-skid material. If a driveway is proposed that exceeds 16%, then mitigation measures shall be determined by the County Fire Department/California Department of Forestry.



Section 27. Exterior building colors shall be limited to earth tones.

Section 28. In addition to the requirements of Section 29 hereof, a "River View Design Committee", comprised of the Declarant (or their designee) and two Lot Owners within Tract 1910, shall review and comment on all residential units, landscaping and fencing proposed to be built within Tract 1910. Said review and comments shall be transmitted in writing to the Association's Architectural and Environmental Control Committee, as provided in Section 29, below.

Section 29. All architectural, landscaping, fencing and improvement plans for residences and site development within Tract 1910 shall be submitted to and approved by the Association's Architectural and Environmental Control (AEC) Committee, as provided for under the Original Declaration, as amended, (as modified and supplemented by this Supplemental Declaration) and the rules and regulations established by said AEC Committee, which rules and regulations may be amended from time to time.

Section 30. No change in the established grade or elevation of a Lot or an easement and no change in the established slope or ratio of the cuts and fills which alters established drainage patterns shall be permitted without the prior written consent of the County. For the purposes of this Section, established drainage patterns are defined as the drainage patterns existing at the time the grading of Tract 1910 was completed in conformity with the grading and drainage plans approved by the County for Tract 1910.

EXHIBIT "C" TO  
SUPPLEMENTARY COVENANTS, CONDITIONS AND RESTRICTIONS

TRACT 1910  
RIVER VIEW at HERITAGE RANCH

NATIVE OAK TREE MAINTENANCE and MANAGEMENT PLAN

1. Purpose and Range of Issues

1.1 Purpose

The purpose of this Plan is to provide compliance with Conditions of Approval and Mitigation Measures for oak tree impacts for Tract 1910 at Heritage Ranch. Tract 1910 is a subdivision of large residential lots. This Plan will detail measures to avoid, protect, replace and maintain oak trees in the subdivision.

1.2 Oak Tree Issues

The natural landscape at Tract 1910 within Heritage Ranch is oak savannah consisting of grassland with scattered oak trees and other associated species. In steeper areas the oak savannah transitions to chaparral with oaks and Grey pine.

Development of the subdivision for single family residential use will result in grading and trenching that will impact oak trees on the site and will require removal of some oak trees.

The adverse effects of cutting roots, filling over roots, compaction of soil and changes in pre-existing drainage patterns are not always evident initially, but manifest over several years in general decline of the oak tree, often resulting in premature death of the tree.

The result is an incremental loss of biotic value as well as the loss of aesthetic and economic values on the property.

1.3 Characteristics of Various Oak Tree Species

Three species of oak tree are present in the Tract and environs: Coast Live Oak (*Quercus agrifolia*), Valley Oak (*Quercus lobata*), and Blue Oak (*Quercus douglasii*). Although these species sometimes intermix, generally the locations that they occur on the property are in response to definite soil and slope characteristics that tend to segregate the types of trees on the land. Site conditions may favor one species over another in any given location.

Each species has a different set of tolerances to development. Generally, Valley and Blue oaks are the least tolerant of grading impacts, while Live oaks are generally more tolerant. Blue oaks are extremely slow growing. They tend to occur on the poorer soils and on steeper areas. Valley oaks thrive on deep soils and tend toward the flatter ground.

Sandy soils cause deeper root systems and are less prone to compaction. As a result, ground disturbance around oaks in sandy soils often has less impact than on clay

soils that can be compacted to a point where the water and air vital to the roots cannot penetrate.

Small blue oak trees may be decades older than they appear and their replacement takes many years longer to mature than other species. The other oaks, especially live oak, are relatively fast growing and far easier to replace and establish. In general, for all oaks the older the tree the less tolerant the tree will be to ground disturbance.

All oaks are intolerant of regular summer irrigation. Therefore, where oaks are retained around the homes, the type of canopy landscape under-planting, if any, should be native or Mediterranean species that can survive with little supplemental irrigation in the summer. Bark mulch or stone cobbles should be considered as alternatives to planting under large oaks.

These characteristics should be recognized in any design, protection or replacement plan.

## 2. Design Phase Guidelines

### 2.1 Impact Avoidance and Setbacks

Impacts to existing oak trees can be avoided if the planning, design and construction on each lot take into account the natural tolerances of oak trees. Generally the farther grading or pavement can stay from the tree's canopy dripline the less the impact will be on the tree. Trunk setbacks of 150% of the canopy diameter are prudent on Valley and Blue oaks. Setbacks from the trunk of Live oaks to the canopy dripline are generally adequate. The rule of "the older the tree - the greater the intolerance to change" should be applied in all cases and the setback modified accordingly.

Planning and design should seek to avoid removal and limit impacts by not grading or paving any closer to oaks than the outside of the canopy. Drainage should remain as close as possible as the existing natural drainage, and in no case should storm water be directed to the trunk and canopy area of existing oaks.

### 2.2 Impact Mitigation

Impacts to oaks fall into two classes: trees removed and trees retained but which have grading around them and/or major limb removal due to the proximity of structures or roads.

#### 2.2.1 Mitigation for Oak Tree Removal

Prior to issuance of grading permits or any tree removal, trees with trunks over 8 inches in diameter proposed for removal shall be marked by the applicant and field checked by County Planning staff. Oak trees that are approved for removal shall be replaced with two oak trees for each oak tree removed (2:1 ratio). The replacement trees shall be any combination of oak species and container size (1, 5, or 15 gallon) appropriate to the characteristics of the replacement location (soil, slope etc.) and site requirements. For example, Blue oaks are rarely available in any size larger than 1 gallon, while Live oaks are common in 15 gallon size. Other tree

species may be proposed in special circumstances subject to approval of the Department of Planning and Building staff. Due to increased risk of early demise, trees retained but which have grading within more than 25% of the canopy shall have 2:1 replacement as if the tree were removed.

**2.2.2 Mitigation of Impacted Oaks that are retained**

Oaks trees that have grading within any portion of the drip line (up to 25% of the canopy area) shall have replacement trees at a 1:1 ratio.

**3. Construction Phase Protection Measures**

**3.1 Protective Fencing**

All trees to be retained on each site that are near the construction area(s) shall have protective plastic mesh fencing erected around the canopy dripline or limit of earthwork, whichever is greater, prior to commencing grading and trenching operations on the site. The fence shall remain in place throughout construction.

**3.2 Structural Pruning**

Where required, any structural pruning, which is defined as pruning of limbs over 2-1/2 inches in diameter, shall only be done by a qualified arborist. Removal of more than 30% of the canopy by structural pruning shall not occur.

**4. Establishment and Monitoring of Replacement Oaks**

**4.1 Replacement Oak Planting**

To ensure establishment of viable oak trees that can ultimately survive without care, three basic factors should be addressed in all replacement plantings:

**Protection from herbivores:** Replacement oak trees should be planted with wire deer enclosures and wire root baskets to protect from rodents. The enclosure shall be maintained until the tree foliage is above deer browse height.

**Weed control:** The area six feet in diameter around each replacement tree trunk shall be kept weed and grass free until the tree is either 48 inches tall or has a trunk caliper of 1-1/2 inches.

**Watering:** Supplemental watering shall occur regularly from October to April as dictated by natural seasonal precipitation. From May through September no more than four waterings should occur, preferably only in May and September. Maintenance of a thick, wood chip mulch layer is essential to retain moisture.

**4.2 Monitoring**

The replacement planting shall be monitored as prescribed in the Tract Conditions and Mitigation Monitoring Plan for the tract by the Lot Owner.

**JULIE RODEWALD**  
San Luis Obispo County – Clerk/Recorder

DARNC  
5/11/2004  
8:02 AM

Recorded at the request of  
**Public**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO :

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

DOC#: **2004040187**



Titles: 1 Pages: 3

Fees	13.00
Taxes	0.00
Others	0.00
PAID	<u>13.00</u>

NOTICE OF RESOLUTION TO RESCIND AMENDMENT TO  
DECLARATIONS OF COVENANTS, CONDITIONS AND  
RESTRICTIONS

TRACT 1910 – RIVERVIEW AT HERITAGE RANCH, BOOK 13 PAGE 37 OF MAPS

On December 19, 2003, the Board of Directors of the Heritage Ranch Owners' Association resolved to rescind the Amendment to Declarations of Covenants, Conditions, and Restrictions dated November 14, 2003 and recorded as Document No. 2003132062. Said Amendment is rescinded in its entirety and is deemed void and of no effect.

IN WITNESS WHEREOF, HERITAGE RANCH OWNERS' ASSOCIATION  
has executed this Notice regarding Tract 1910 on this 10 day of May, 2004.

HERITAGE RANCH OWNERS' ASSOCIATION

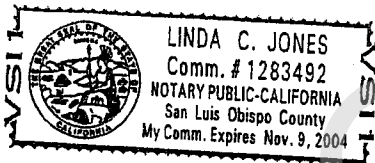
By: Gilbert Hayden  
Gilbert Hayden, President of the Heritage Ranch  
Owners' Association Board of Directors

By: Elaine Hollingsworth  
Elaine Hollingsworth, Secretary of the Heritage  
Ranch Owners' Association Board of Directors

STATE OF CALIFORNIA )  
 )  
County of San Luis Obispo ) ss.

On May 10 2004, before me, Linda C. Jones, Notary Public, personally appeared Gilbert Hayden, 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.

WITNESS my hand and official seal.



Linda C. Jones  
Signature of Notary

STATE OF CALIFORNIA )  
 )  
County of San Luis Obispo ) ss.

On May 10 2004, before me, Linda C. Jones, Notary Public, personally appeared Elaine Hollingsworth, 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



*Linda C. Jones*  
\_\_\_\_\_  
Signature of Notary

Recorded at the request of  
**Public**

Heritage Ranch Owners' Association

AND WHEN RECORDED RETURN TO:

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

DOC#: **2004066027**



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 RESTRICTIONS**

Tract #1910

WHEREAS, on April 18, 2003 a Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 1910 was recorded as Document 2003040102 in the Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on November 14, 2003, a REVISED and RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Tract 1910 was recorded as Document 2003132062 in the Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on May 11, 2004, a NOTICE OF RESOLUTION TO RESCIND the revised and restated SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Tract 1910 was recorded as Document 2004040187 in the 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 1910, River View at Heritage Ranch, a Subdivision of Lot 28 of Tract 1063 per the Map recorded in Book 13, Page 37 of Maps.

NOW, THEREFORE, HERITAGE RANCH OWNERS' ASSOCIATION hereby amends the above-referenced Covenants, Conditions and Restrictions for Tract 1910 as follows:

**Section 2:**

This section shall read...

*To the maximum extent possible, each lot shall include a fully enclosed, attached or detached, garage designed to store three (3) vehicles within*



*the garage. The exterior architectural treatments for the garage shall be identical to the design, colors and materials of the residential unit of said lot.*

**Section 3:**

*This section shall read...*

*Roofing materials shall be constructed of architectural grade composition, metal or concrete tile, or similar materials constituting a Class A roof, per applicable County Fire and Uniform Building Code requirements. All roofing products shall be subject to the River View Design Review Committee's review and approval.*

**Section 4:**

*This section shall read...*

*Except as expressly provided in Civil Code Section 1376, up to two (2) antenna dishes of no more than thirty two by eighteen inches (32" x 18") in diameter may be attached to the residence. Pole or wire antennas shall not be permitted on the residence or lot.*

**Section 5:**

*This section shall read...*

*Perimeter fencing shall be a uniform 4' high throughout Tract 1910 and shall meet the design guidelines as set forth by the River View Design Review Committee. Interior (privacy) fencing on the Lot shall be attached to the residence and consist of stone, rock or materials to match the residence, and may be up to 6' in height. Fencing details will be approved at the same time as the residence is approved (see Section 28, below). All fencing on Lots shall be maintained by the Owner.*

**Section 8:**

*This section shall read...*

*Upon completion of construction of the single family residence and occupancy by the home owner, a "fuel modification zone" for fire prevention purposes will be established. This "fuel modification zone" will include the entire lot around the perimeter of each residence. Within this zone, owners shall have the option of maintaining natural vegetation consistent with the following standards, or may install and maintain irrigated domestic landscaping that is fire resistant and compatible with surrounding native species. In the case of natural vegetative cover, the owner shall be responsible for (a) maintaining grasses at no more than 3" in height, (b) trees must be limbed up to one third their height to a*

*maximum of 10' off the ground so that it cannot provide a means of transmitting fire, and (c) flammable native shrubs shall not be planted or allowed to grow in continuous masses. The reductions in side yard setbacks allowed by Section 7 of this Supplemental Declaration are intended to allow some flexibility in planning residences, but with the clear and distinct objective of maintaining 30' wide fuel modification zones between residential buildings."*

**Section 23:**

This section shall read...

*Each residential lot will be required to install front yard landscaping prior to occupancy of the residence. Front yard landscaping plans shall be submitted and approved by the River View Design Review Committee prior to commencement of construction on lot. To the maximum extent possible, front yard landscaping shall consist of a minimum depth area covering 25' from the front of the residence towards the street and a minimum width matching the width of the structure and/or comparable area should lot require placement of landscaping in area not directly in front of home. Landscaping materials shall be restricted in the following manner on residential Lots of Tract 1910 with the objective in mind of creating water-efficient exterior use areas. Irrigated lawns shall be limited in total size to no more than 1,000 square feet. Native materials that are drought tolerant and suitable for the hot summer environment at Lake Nacimiento are encouraged, and in particular, native plant materials should be used as a transition from the building envelope and any ornamental landscaping to the unimproved portions of the Lot, and any bordering open space and common area parcels. Ornamental planting (less drought tolerant species) should be limited to areas closest to the residence, including entries, patios, walkways and planters. Turf and other intensively irrigated areas shall not be planted under the drip line of oak trees. Erosion control plantings shall not include permanent irrigation systems. Temporary irrigation systems to establish erosion control plantings shall be permitted as needed. All irrigation systems shall have a programmable timer and automatic operation/clock unit. Drip irrigation systems are preferred over spray systems. Owners should take care in adjusting controller settings quarterly to reflect climate conditions and watering needs. Landscaping shall be approved with the residence as provided by Section 28. Flammable vegetation shall be maintained so that it does not provide a means of transmitting fire."*

**Section 24:**

This section shall read...

*Architectural designs will necessarily vary from Lot to Lot, but an overall*

*design reflecting "prairie" and "ranch style" residences is preferred from Tract 1910. These styles of architecture are commonly characterized as one-story and split level homes, with long, horizontal elevations emphasizing a design that fits within the natural contours of the land. Two and three story homes may be permitted consistent with county development regulations, but in these instances, upper floor areas will be substantially reduced in square footage to maintain lower massing and the horizontal design characteristics envisioned for Tract 1910. All architectural designs are subject to the River View Design Review Committee's review and approval.*

**Section 26:**

This section shall read...

*All driveways shall consist of asphalt, concrete or other hard surface material. Driveways shall meet the following minimum design requirements: (a) unobstructed widths shall be 16 feet, unless residential sprinklers are installed, which will permit the minimum driveway width to be 12 feet; (b) driveways exceeding 150 feet shall provide turnouts for the safe passage of on-coming vehicles; (c) all driveway surfaces shall meet fire apparatus load weights of at least 20 tons, and maintain all-weather driving capabilities; and, (d) maximum driveway gradients should be 16%, with any driveway over 12% to be constructed of a non-skid material. If a driveway is proposed that exceeds 16% then mitigation measures shall be determined by the County Fire Department/California Department of Forestry."*

**Section 27:**

This section shall read...

*Exterior building colors shall be limited to earth tones. All exterior colors are subject to the River View Design Committee's review and approval.*

**Section 29:**

This section shall read...

*All architectural, landscaping, fencing, outbuildings, structures and improvement plans for residences and site development within Tract 1910 shall be submitted to and approved by the Association's Architectural and Environmental Control (AEC) Committee, as provided for under the Original Declaration, as amended (as modified and supplemented by this Supplemental Declaration) and the rules and regulations established by said AEC Committee, which rules and regulations may be amended from time to time."*



Recorded at the request of  
Public

Heritage Ranch Owners' Association

DOC#: 2005060175

Titles: 1 Pages: 2

AND WHEN RECORDED RETURN TO:



Fees 10.00  
Taxes 0.00  
Others 0.00  
PAID \$10.00

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

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

Tract #1910

WHEREAS, on April 18, 2003 a Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 1910 was recorded as Document 2003040102 in the Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on November 14, 2003, a REVISED and RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Tract 1910 was recorded as Document 2003132062 in the Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on May 11, 2004, a NOTICE OF RESOLUTION TO RESCIND the revised and restated SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Tract 1910 was recorded as Document 2004040187 in the Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 20, 2004 a MODIFICATION AND AMENDMENT for Tract 1910 was recorded as Document 2004066027 in the 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 1910, River View at Heritage Ranch, a Subdivision of Lot 28 of Tract 1063 per the Map recorded in Book 13, Page 37 of Maps.

NOW, THEREFORE, HERITAGE RANCH OWNERS' ASSOCIATION hereby amends the above-referenced Covenants, Conditions and Restrictions for Tract 1910 as follows:

Section 5:

Perimeter fencing shall be a uniform minimum of 4' and a maximum of 6' high throughout Tract 1910 and shall meet the design guidelines as set forth by the River

View Design Review Committee. Interior (privacy) fencing on the Lot shall be attached to the residence and consist of stone, rock or materials to match the residence, and may be up to 6' in height. Fencing details may be approved at the same time as the residence is approved (see Section 28, below). All fencing on Lots shall be maintained by the Owner.

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 1910 on this \_\_\_\_ day of July 2005.

HERITAGE RANCH OWNERS' ASSOCIATION

By: *Gilbert Hayden*  
Gilbert Hayden, President

STATE OF CALIFORNIA     )  
  )  
County of San Luis Obispo     )

ss.

On July 22, 2005, 2005, before me, Linda C. Jones, Notary Public, personally appeared Gilbert Hayden, 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.

WITNESS my hand and official seal.

*Linda C. Jones*  
Signature of Notary

