



# **HERITAGE RANCH PLANNED COMMUNITY**

## **COVENANTS, CONDITIONS AND RESTRICTIONS**

# **TRACT #1990**

## **(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 1990 – Phase I, consisting of 12 pages, was recorded on July 27, 2005 as Document #2005061463. The SUPPLEMENTARY DECLARATION had other recordings and/or has subsequently been amended as follows:

**SUPPLEMENTARY DECLARATION recorded by TRACT 1990 LLC on December 23, 2004 as Document #2004111409**

Not included in this document

**SUPPLEMENTARY DECLARATION recorded by TRACT 1990 LLC on July 22, 2005 as Document #2005060230**

Not included in this document

**DECLARATION of Recession recorded by TRACT 1990 LLC on August 9, 2005 as Document #2005066099**

Rescinding Document #2004111409 and Document #2005060230 above (by intent)

**Amended by TRACT 1990 LLC on August 9, 2005 as Document #2005066100**

Regarding how COMMON AREA was recorded

**Amended by TRACT 1990 LLC on August 9, 2005 as Document #2005066101**

Regarding how COMMON AREA was recorded (a correction to Document #20050066100 above)

**Amended by vote of the membership and recorded on October 27, 2011 as Document #2011053836**

Section 5

Section 17 (Shown as Section 16 above)

Section 28 (Shown as Section 27 above)

**Amended by vote of the membership and recorded on November 26, 2012 as Document #2012068221**

Section 7

**RECORDED SUMMARY PAGE**

The SUPPLEMENTARY DECLARATION for TRACT 1990 – Phase II, consisting of 11 pages, was recorded on June 19, 2006 as Document #2006042532. The SUPPLEMENTARY DECLARATION had other recordings and/or has subsequently been amended as follows:

**DECLARATION of Recession recorded by TRACT 1990 LLC on July 20, 2006 as Document #2006050582**

Rescinding Document #2004111409 and Document #2005060230 – Phase II (by intent)

**Amended by vote of the membership and recorded on October 27, 2011 as Document #2011053835**

Section 5

Section 15 (Shown as Section 16 above)

Section 26 (Shown as Section 27 above)

**Amended by vote of the membership and recorded on November 26, 2012 as Document #2012068222**

Section 7

Section 27

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

SC  
7/27/2005  
4:53 PM

Recorded at the request of  
**Public**

Recording requested by and  
when recorded mail to:

Thomas D. Green, Esq.  
Adamski Moroski Madden  
& Green LLP  
444 Higuera Street, Suite 300  
San Luis Obispo, CA 93401

DOC#: 2005061463

Titles: 1 Pages: 12



Fees	40.00
Taxes	0.00
Others	0.00
PAID	\$40.00

AMENDED SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
TRACT 1990 PHASE 1 HERITAGE RANCH

THIS SUPPLEMENTAL DECLARATION is made and dated this 21<sup>th</sup> day of July, 2005 by TRACT 1990 LLC, its successors, assigns, and heirs, hereinafter referred to as Declarant.

RECITALS

Whereas Declarant is the Owner of certain real property located in the County of San Luis Obispo, State of California, more particularly described as Lots 1 through 97 of Tract 1990, Phase 1, in the County of San Luis Obispo, State of California, according to the maps thereof recorded as follows:

Tract 1990, Phase 1, as recorded in  
Book 25, Pages 1 through 10, inclusive of maps,  
on December 23, 2004,

in the Office of the County Recorder of San Luis Obispo County, 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 II 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 II 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 not inconsistent with the terms and provisions of said Original Declaration; and,

WHEREAS, Declarant is successor in interest to Heritage Ranch Cattle Company with respect to ownership of the Property, and is the owner of that certain real property referred to in Exhibit "A" of this Declaration.

NOW THEREFORE, by recordation of this Supplemental Declaration of Covenants, Conditions and Restrictions established for the real property described above as the Property, it is the intention of Declarant to annex the Property into 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 the Original Declaration, and any amendment thereto, to the extent and only to the extent such supplementation is necessary for the Property and as permitted under the terms and provisions of Article II, Section 3, of the Original Declaration, and shall be administered and enforced by the Heritage Ranch Homeowners Association under the following terms and conditions.

Declarant hereby submits the Property to the Original Declaration. The Property shall be subject to, and shall benefit from, all covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth in the Original Declaration and this Supplemental Declaration.

1. The term "Project" as defined in this Supplemental Declaration and as used throughout this Supplemental Declaration shall mean the real property further defined in Exhibit "A" attached hereto and incorporated herein by reference, and subject to this Supplemental Declaration, divided or to be divided into residential Lots and Common Area(s), together with all improvements, installations and plantings now or hereafter constructed or installed on said real property. Provided, however, that the recordation of this Supplemental Declaration annexes into the Heritage Ranch Planned Community all Lots, Common Areas and open space parcels only with respect to Tract 1990, Phase 1. The annexation of Tract 1990, Phase 2 shall occur through the separate recordation of a Supplemental Declaration for Tract 1990, Phase 2.

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 this Supplemental Declaration and as used throughout this Supplemental Declaration shall include all residential Lots within said Tract 1990.

4. Without limiting the general application of this Supplemental Declaration to Tract 1990, Owners of Lots within Tract 1990 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 the Original Declaration.

5. The term "Common Area" as defined in this Supplemental Declaration and as used throughout this Supplemental Declaration shall include all Tract 1990 open space parcels, Lots 29-36 and 98-102, when deeded to the Association by Declarant or in trust for the Association, and the Association thereafter properly accepts, fee title and/or easements to said Tract 1990 Common Areas.

6. The Covenants, Conditions and Restrictions imposed by this Supplemental Declaration are herein 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, the provisions of the Original Declaration and

amendments thereto shall supersede those conflicting provisions of this Supplemental Declaration and be binding and conclusive upon all parties affected, and as supplemented by this Supplemental Declaration, the Original Declaration and amendments thereto shall remain in full force and effect with respect to Tract 1990.

7. Notwithstanding any other provision of this Supplemental Declaration, no amendment, change, modification, or termination of the conditions, covenants and restrictions of this Supplemental 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) noise notification requirements, and (m) dissolution of the Association.

8. Regular and special assessments and all other charges and fees shall be made, levied, imposed and collected in accordance with the applicable terms and provisions of the Original Declaration. Regular assessments of the Association shall commence as to all Lots within the Property on the first day of the month following the recordation of this Supplemental Declaration.

9. Restrictions on the size, placement, and use of residential Lots are as follows:

Section 1. Every residential dwelling constructed on a Lot within Tract 1990 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. To the maximum extent possible, each Lot shall include a fully enclosed, attached or detached, garage designed to store two (2) vehicles within the garage. The depth of the usable storage area within the garage shall be a minimum of twenty-four (24) feet. 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. 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 Lakeside Village Design Review Committee's review and approval.

Section 4. 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. Perimeter fencing for side and rear yards shall be up to six (6) feet in height throughout Tract 1990 and shall meet the design guidelines as set forth by the Tract 1990 Design Review Committee. Fencing details will be approved at the same time as the residence is approved (see Section 23, below). All fencing on Lots shall be maintained by the Owner. Subject to Section 8 of this Supplemental Declaration, fencing for front yards shall no more than thirty-six (36) inches high and shall be constructed and maintained in a manner that does not impede the ability of an unobstructed view of oncoming pedestrian or vehicular traffic on the streets and sidewalks.

Section 6. To the maximum extent allowed by law, no mobile homes, modular, or manufactured housing shall be constructed in Tract 1990.

Section 7. Air conditioning and propane/butane tanks shall be screened from view from adjoining Lots and all streets.

Section 8. Front and rear yard setbacks shall be as determined by County Land Use Ordinance standards applicable to the Lots within Tract 1990. Side yard setbacks shall be no less than ten feet (10 ft.).

Section 9. The Heritage Ranch Owner's Association shall maintain a 30-foot wide fuel break around the perimeter of the subdivision, generally along the sides and rear of Lots adjoining the Common Lots of Tract 1990. 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 and shrubs, but shall consist primarily of mowing grasses and limbing-up trees in the manner described above. 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. The Association shall be responsible for maintaining the pathways and roads of Tract 1990 following their dedication to the Association.

Section 11. Buildings and construction are prohibited on those parts of any Lot with a slope that exceeds 30%.

Section 13. Archeological Mitigation. Lots 36, 41, 42, 44, 45 and the Southerly 200 Feet of South Lakeside Village Drive/Archeological Mitigation Measures: On all said locations, avoidance of damage to all archaeological resources shall be implemented. If such is not possible, Phase III Data Recovery Program shall be



instituted. Additionally, Lots 1-10, 32-36, 39-42 and 44-47 shall be monitored during ground disturbing activities for possible additional archeological resources.

Section 14. 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 15. Owner acknowledges that Tract 1990 may be subject to noise impacts from military operations generated on or above Camp Roberts, or in approved air space.

Section 16. No horses, reptiles, rodents, birds, fish, livestock or poultry shall be permitted to be kept on any residential Lot within Tract 1990, 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. Owners 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 or other animal to roam, graze, run free or do damage to any vegetation, improvements, Lots or the Common Areas of Tract 1990.

Section 17. 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 Lakeside Village Design Review Committee prior to commencement of construction on a Lot. To the maximum extent possible, front yards shall be landscaped from the sidewalk to within five feet of the front of the residence matching the width of the structure and/or comparable area should the Lot require placement of landscaping in an area not directly in front of home. Landscaping materials shall be restricted in the following manner on residential Lots of Tract 1990 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 23. Flammable vegetation shall be maintained so that it does not provide a means of transmitting fire.

Section 18. Architectural designs will necessarily vary from Lot to Lot, but an overall design reflecting "prairie" and "ranch style" residences is preferred for Tract 1990. 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. All architectural designs are subject to the Lakeside Village Design Review Committee's review and approval.

Section 19. 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 20. 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 21. Exterior building colors shall be limited to earth tones. All exterior colors are subject to the Lakeside Village Design Review Committee's review and approval.

Section 22. In addition to the requirements of Section 24 hereof, a "Lakeside Village Design Review Committee", comprised of the Declarant (or their designee) and two Lot Owners within Tract 1990, shall review and comment on all residential units, landscaping and fencing proposed to be built within Tract 1990. Said review and comments shall be transmitted in writing to the Association's Architectural and Environmental Control Committee, as provided in Section 23, below.

Section 23. All architectural, landscaping, fencing, outbuildings, structures and improvement plans for residences and site development within Tract 1990 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, and the rules and regulations established by said AEC Committee, which rules and regulations may be amended from time to time.

Section 24. 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 1990 was completed in conformity with the grading and drainage plans approved by the County for Tract 1990.

Section 25. Sales trailers, model units, open houses and similar normal and routine activities carried on by Declarant's designee shall be permitted consistent with County ordinance(s).

Section 26. Each residential address will be displayed so as to be readily visible from the street. Address numbers shall be a minimum of 6" in height, and shall be of a contrasting color to the residence to which it is applied. Each address sign shall comply with sign plan approved by county on file with the Department of Planning.

Section 27. All buildings shall be finished with fire resistant siding such as Hardi Plank or stucco. All buildings shall be constructed with and maintain enclosed eaves.

Section 28. Standards for Fire Suppression and Wildland Fuel Management 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.

Front and rear yard setbacks shall be as determined by County Land Use Ordinance standards applicable to the Lots within Tract 1990. Side yard area shall be designed and maintained consistent with the fuel breaks and wildland fuel modification standards of this Section.

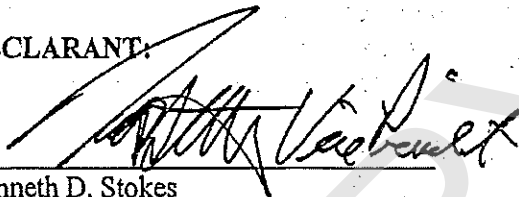
For fire prevention purposes, a 30-foot zone around the perimeter of each residence is hereby established as a "fuel modification zone." Within this zone, owners shall have the option of maintaining natural vegetation consistent with the following standards, or may install and maintain irrigated domestic 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 6 inches in height, (b) trees must be limbed up to one-third their height to a maximum of 10' off the ground, and (c) flammable native shrubs shall not be planted or allowed to grow in continuous masses. Side yard setbacks allowed by County Ordinance for Tract 1990 may result in residences closer than 30 feet, and to that degree areas between buildings may be less than 30 feet, but site improvements shall be designed and maintained with the clear and distinct objective of maintaining fuel modification zones between residential buildings.

The Heritage Ranch Owner's Association shall maintain a 30-foot wide fuel break around the perimeter of the subdivision, generally along the sides and rear of Lots

adjoining the Common Lots of Tract 1990. 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 and shrubs, but shall consist primarily of mowing grasses and limbing up trees in the manner described above. 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.

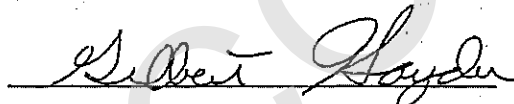
The undersigned, being the Declarant herein, has executed this Supplemental Declaration of Covenants, Conditions and Restrictions established for Tract 1990, Phase 1, Heritage Ranch, on July 21<sup>st</sup>, 2005.

DECLARANT:



Kenneth D. Stokes  
Vice President of Tract 1990 LLC

Approved:



Robert Hayden  
President H.R.O.A.

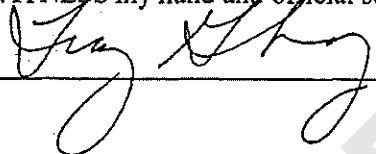
State of California

County of San Luis Obispo

} ss.

On July 27, 2005, before me, Tracy Groshong, personally appeared **KENNETH D. STOKES**, [personally known to me] [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.

  
\_\_\_\_\_



NOT COPY OFFICIAL

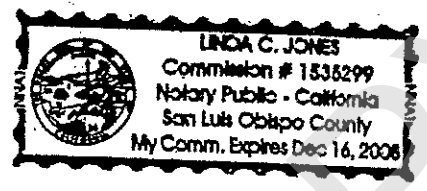
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of San Luis Obispo } ss.

On July 27, 2005 before me, Linda C. Jones  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Gilbert Hayden  
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.  
Linda C. Jones  
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: Amended Supplemental Declaration of Covenants, Conditions & Restrictions for Tract 1990 Phase I Heritage Ranch.  
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: \_\_\_\_\_

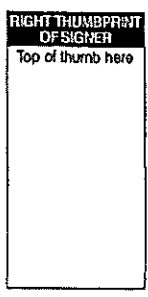


EXHIBIT "A"

Lots 1 through 97, Phase 1, in the County of San Luis Obispo, State of California,  
according to the maps thereof recorded as follows:

Tract 1990, Phase I, as recorded in Book 25, Page 1 through 10, inclusive  
of maps, on December 23, 2004.

NOT COPY OFFICIAL

END OF DOCUMENT

*Attest, Aug. 1, 2005*  
*Safe copy*

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

NR  
8/09/2005  
4:01 PM

Recorded at the request of  
Public

Recording requested by and  
when recorded mail to:

Thomas D. Green, Esq.  
Adamski Moroski Madden  
& Green LLP  
444 Higuera Street, Suite 300  
San Luis Obispo, CA 93401

DOC#: 2005066099



Titles: 1 Pages: 3

Fees	13.00
Taxes	0.00
Others	0.00
PAID	\$13.00

### DECLARATION OF RESCISSION FOR TRACT 1990 HERITAGE RANCH

THIS DECLARATION OF RESCISSION is made and dated this 1st day of August, 2005 by TRACT 1990 LLC, its successors, assigns, and heirs, hereinafter referred to as Declarant.

#### RECITALS

Whereas Declarant is the Owner of certain real property located in the County of San Luis Obispo, State of California, more particularly described as Lots 1 through 97 of Tract 1990, Phase 1 in the County of San Luis Obispo, State of California, according to the maps thereof recorded as follows:

Tract 1990, Phase 1, as recorded in  
Book 25, Page 1 through 10, inclusive of maps,  
on December 23, 2004,

in the Office of the County Recorder of San Luis Obispo County, hereinafter referred to as the Property;

Whereas, on December 23, 2004, a Declaration of Covenants, Conditions and Restrictions for Tract 1990 ("Alternative Declaration") was recorded as Document No. 2004111409 of the Official Records, County of San Luis Obispo, State of California, by the terms of which Declarant was required to elect between two alternative Declarations of Covenants, Conditions and Restrictions, attached as exhibits thereto.

Whereas, on July 27, 2005, an Amended Supplemental Declaration of Covenants, Conditions and Restrictions for Tract 1990 Phase 1 Heritage Ranch ("Supplemental Declaration") was recorded as Document No. 2005061463 of the Official Records, County of San Luis Obispo, State of California.

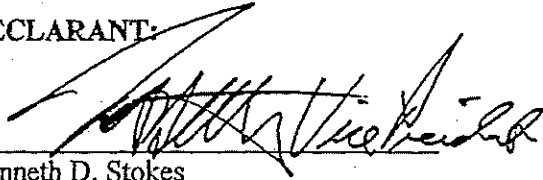
NOW THEREFORE, by recordation of this Declaration of Rescission, it is the intention of Declarant that the Supplemental Declaration shall be the declaration of covenants, conditions and restrictions in effect for the Property. By Declarant's signature



hereto, Declarant represents that it has made its election pursuant to the Alternative Declaration and rescinded same. Declarant agrees and certifies that the Alternative Declaration has no further force or effect upon the Property as of the date of the execution of this Declaration of Rescission.

The undersigned, being the Declarant herein, has executed this Declaration of Rescission for Tract 1990 Heritage Ranch, on August 1 2005.

DECLARANT:



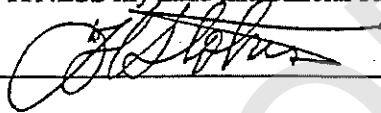
Kenneth D. Stokes  
Vice President of Tract 1990 LLC

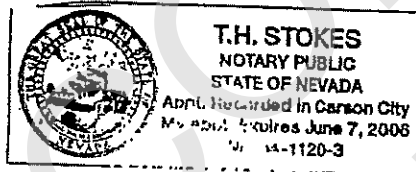
NOT COPY OFFICIAL

State of Nevada }  
County of Carson City } ss.

On August 1, 2005, before me, Theodore H. Stokes,  
personally appeared Kenneth D. Stokes, [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.





END OF DOCUMENT

*Register - Aug 2, 05*  
*copy*

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

RR  
8/09/2005  
4:01 PM

Recording requested by and  
when recorded mail to:

Thomas D. Green, Esq.  
Adamski Moroski Madden  
& Green LLP  
444 Higuera Street, Suite 300  
San Luis Obispo, CA 93401

DOC#: 2005066100



Titles: 1	Pages: 4
Fees	16.00
Taxes	0.00
Others	0.00
<b>PAID</b>	<b>\$16.00</b>

SUPPLEMENT TO AMENDED SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
TRACT 1990 PHASE 1 HERITAGE RANCH

THIS SUPPLEMENT TO AMENDED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRACT 1990 PHASE 1 HERITAGE RANCH is made and dated this second day of August, 2005 by TRACT 1990 LLC, its successors, assigns, and heirs, hereinafter referred to as Declarant.

RECITALS

Whereas Declarant is the Owner of certain real property located in the County of San Luis Obispo, State of California, more particularly described as Lots 1 through 97 of Tract 1990, Phase 1 in the County of San Luis Obispo, State of California, according to the maps thereof recorded as follows:

Tract 1990, Phase 1, as recorded in  
Book 25, Page 1 through 10, inclusive of maps,  
on December 23, 2004,

in the Office of the County Recorder of San Luis Obispo County, 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,

This document is executed in counterpart each of which so executed shall constitute but one and the same original.

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, Declarant is successor in interest to Heritage Ranch Cattle Company with respect to ownership of the Property; and,

WHEREAS, on July 22, 2005 a Supplemental Declaration of Covenants, Conditions and Restrictions for Tract 1990 Phase I Heritage Ranch was recorded as Document No. 2005060230 of Official Records, County of San Luis Obispo, State of California; and,

WHEREAS, on July 27, 2005 an Amended Supplemental Declaration of Covenants, Conditions and Restrictions for Tract 1990 Phase I Heritage Ranch ("Amended Supplemental Declaration") was recorded as Document No. 2005061463 of Official Records, County of San Luis Obispo, State of California.

NOW THEREFORE, by recordation of this Supplement to Amended Supplemental Declaration of Covenants, Conditions and Restrictions for Tract 1990 Phase I Heritage Ranch, it is the intention of Declarant that the following change be made to the Amended Supplemental Declaration:

Item 5 of the Amended Supplemental Declaration, now reading:

The term "Common Area" as defined in said Supplemental Declaration and as used throughout said Declaration shall include all Tract 1990 open space parcels, Lots 29-36 and 98-102, when deeded to the Association by Declarant, and Association thereafter properly accepts, fee title and/or easements to said Tract 1990 open space parcel(s).

Shall be replaced by the following Item 5:

The term "Common Area" as defined in said Supplemental Declaration and as used throughout said Declaration shall include all Tract 1990 open space parcels, Lots 29-36 and 98-102, when deeded to the Association by Declarant, and Association thereafter properly accepts, fee title and/or easements to said Tract 1990 open space parcel(s). "Common Area" shall also include all roads within the Property conveyed to the Heritage Ranch Owners Association by Declarant.

This Supplement to Amended Supplemental Declaration of Covenants, Conditions and Restrictions for Tract 1990 Phase I Heritage Ranch may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Duplicate unexecuted pages of each counterpart may be discarded and the remaining pages assembled as one document. Counterparts bearing a party's signature which are transmitted by facsimile and received by the other parties hereto shall be deemed executed original counterparts. The party transmitting an executed counterpart via facsimile shall deliver an ink signed counterpart within a reasonable time thereafter.

The undersigned, being the Declarant herein, has executed this Supplement to Amended Supplemental Declaration of Covenants, Conditions and Restrictions for Tract 1990 Phase I Heritage Ranch, on August 2, 2005

DECLARANT:



B. Wayne Hughes  
President of Tract 1990 LLC

APPROVED AND CONSENTED TO BY THE BOARD OF DIRECTORS OF THE  
HERITAGE RANCH OWNERS' ASSOCIATION.

---

State of California }  
County of Los Angeles } ss.

On August 2, 2005, before me, Kaliko Orian, Notary Public,  
personally appeared B. Wayne Hughes, Sr., [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.

Kaliko Orian



*Hayden, Aug 5, 05*

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

NR  
8/09/2005  
4:01 PM

Recording requested by and  
when recorded mail to:

Thomas D. Green, Esq.  
Adamski Moroski Madden  
& Green LLP  
444 Higuera Street, Suite 300  
San Luis Obispo, CA 93401

DOC#: 2005066101



Titles:	1	Pages:	4
Fees			16.00
Taxes			0.00
Others			0.00
PAID			\$16.00

**SUPPLEMENT TO AMENDED SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
TRACT 1990 PHASE 1 HERITAGE RANCH**

THIS SUPPLEMENT TO AMENDED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRACT 1990 PHASE 1 HERITAGE RANCH is made and dated this second day of August, 2005 by TRACT 1990 LLC, its successors, assigns, and heirs, hereinafter referred to as Declarant.

**RECITALS**

Whereas Declarant is the Owner of certain real property located in the County of San Luis Obispo, State of California, more particularly described as Lots 1 through 97 of Tract 1990, Phase 1 in the County of San Luis Obispo, State of California, according to the maps thereof recorded as follows:

Tract 1990, Phase 1, as recorded in  
Book 25, Page 1 through 10, inclusive of maps,  
on December 23, 2004,

in the Office of the County Recorder of San Luis Obispo County, 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,

This document is executed in counterpart, each of which so executed shall constitute but one and the same original.

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, Declarant is successor in interest to Heritage Ranch Cattle Company with respect to ownership of the Property; and,

WHEREAS, on July 22, 2005 a Supplemental Declaration of Covenants, Conditions and Restrictions for Tract 1990 Phase I Heritage Ranch was recorded as Document No. 2005060230 of Official Records, County of San Luis Obispo, State of California; and,

WHEREAS, on July 27, 2005 an Amended Supplemental Declaration of Covenants, Conditions and Restrictions for Tract 1990 Phase I Heritage Ranch ("Amended Supplemental Declaration") was recorded as Document No. 2005061463 of Official Records, County of San Luis Obispo, State of California.

NOW THEREFORE, by recordation of this Supplement to Amended Supplemental Declaration of Covenants, Conditions and Restrictions for Tract 1990 Phase I Heritage Ranch, it is the intention of Declarant that the following change be made to the Amended Supplemental Declaration:

Item 5 of the Amended Supplemental Declaration, now reading:



The term "Common Area" as defined in said Supplemental Declaration and as used throughout said Declaration shall include all Tract 1990 open space parcels, Lots 29-36 and 98-102, when deeded to the Association by Declarant, and Association thereafter properly accepts, fee title and/or easements to said Tract 1990 open space parcel(s).

Shall be replaced by the following Item 5:

The term "Common Area" as defined in said Supplemental Declaration and as used throughout said Declaration shall include all Tract 1990 open space parcels, Lots 29-36 and 98-102, when deeded to the Association by Declarant, and Association thereafter properly accepts, fee title and/or easements to said Tract 1990 open space parcel(s). "Common Area" shall also include all roads within the Property conveyed to the Heritage Ranch Owners Association by Declarant.

This Supplement to Amended Supplemental Declaration of Covenants, Conditions and Restrictions for Tract 1990 Phase I Heritage Ranch may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Duplicate unexecuted pages of each counterpart may be discarded and the remaining pages assembled as one document. Counterparts bearing a party's signature which are transmitted by facsimile and received by the other parties hereto shall be deemed executed original counterparts. The party transmitting an executed counterpart via facsimile shall deliver an ink signed counterpart within a reasonable time thereafter.

The undersigned, being the Declarant herein, has executed this Supplement to Amended Supplemental Declaration of Covenants, Conditions and Restrictions for Tract 1990 Phase I Heritage Ranch, on August 5, 2005.

**DECLARANT:**

\_\_\_\_\_  
B. Wayne Hughes  
President of Tract 1990 LLC

APPROVED AND CONSENTED TO BY THE BOARD OF DIRECTORS OF THE  
HERITAGE RANCH OWNERS' ASSOCIATION.

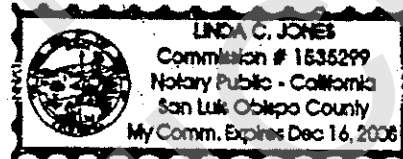
Gilbert Hayden  
President AROA

State of California }  
County of San Luis Obispo } ss.

On Aug 5, 2005, before me, Linda C. Jones  
personally appeared Gilbert Hayden, [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.

Linda C. Jones



END OF DOCUMENT

Recorded at the request of  
Public

Heritage Ranch Owners' Association

DOC#: 2011053836

Titles: 1 Pages: 5

AND WHEN RECORDED RETURN TO:



Fees	26.00
Taxes	0.00
Others	0.00
PAID	\$26.00

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

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

Tract Tract #1990 – Phase I

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

WHEREAS, on July 27 2005, a Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 1990 – Phase I was recorded as Document 2005061463 in the Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on August 9, 2005 a first amendment to the said Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 1990 – Phase I was recorded as Document 2005066100 in the Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on August 9, 2005 a second amendment to the said Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 1990 – Phase I was recorded as Document 2005066101 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 1990.

NOW, THEREFORE, HERITAGE RANCH OWNERS' ASSOCIATION hereby amends the above-referenced Covenants, Conditions and Restrictions for Tract 1990 – Phase I as follows:

Section 5. Perimeter fencing for side and rear yards shall be up to six (6) feet in height to the final front or rear grade for TRACT 1990 and shall meet the architectural design and style of the residence.

- a) The side yard begins within the set back of ten (10) feet.
- b) The front yard begins at the front property line and continues for twenty-five (25) feet. The back yard begins at the back property line and continues for twenty-five (25) feet.
- c) Fencing details to be considered at the time of the design proposal include but are not limited to: pilasters, finials, closures, gates, arbors, trellises, materials and height as well as architectural consistency.
- d) Some materials are deemed inappropriate for fencing. Those materials include but are not limited to: chain link fencing in the front yard or front setback, chicken wire, unfinished cinder block, branches, limbs, construction fencing, temporary fencing, wood/metal stakes, or wood pallets.
- e) Finished chain link may be used in the rear or side yards if it is vinyl coated black or tan and does not extend forward of the residence.
- f) Subject to Section 8 of the Supplementary Declaration, fencing for front yards shall be no more than forty-two (42) inches high, measured from the front street view of the residence, excluding required pilasters, and shall be constructed and maintained in a manner that does not impede the ability of an unobstructed view of oncoming pedestrian or vehicular traffic on the streets, roads, sidewalks and pathways.
- g) The maximum height of pilasters for side, rear and front yards shall be no higher than six (6) inches above the height of the fence and/or abutting wall.
- h) The maximum height for entry way gate supporting pilasters shall be seventy six (76) inches including lights.
- i) The maximum height for any entry way arbor or trellis shall be ninety six (96) inches. Arbors and trellises may be constructed on the property line if integrated into the construction of the entry way.
- j) Materials acceptable for fencing from the structure on either side forward shall be that which will be architecturally consistent with the style of the home.
- k) Interior/privacy fencing on the LOT may be attached to the residence as long as it is architecturally consistent with the style of the home and may be up to six (6) feet in height.

Section 17. Each residential LOT will be required to install front yard landscaping prior to occupancy of the residence. Front yard landscaping shall be

reviewed by the Lakeside Village Design Review Committee prior to commencement of construction on the LOT.

a) To the maximum extent possible, front yards shall be landscaped from the street to within five (5) feet of the front of the residence matching the width of the STRUCTURE and/or comparable area should the home be built on a corner LOT.

b) Drought tolerant materials and plants are encouraged. Landscape materials may include any combination of ground cover, shrubs and trees. Landscape design and construction should emphasize drought-tolerant landscaping whenever/wherever possible. Native species are encouraged. For soil erosion and weed abatement, exposed dirt is to be kept to a minimum, with exceptions for slope conditions and overall intent of the design. Any plastic or other weed-barrier product must be fully concealed. Ground covers (herbaceous or woody) may consist of turf, shrubs, vines or similar live plant materials, spaced to achieve full coverage upon maturation of the plant. Ground cover may also consist of decomposed granite, pebbles, gravel, stones or similar material, or organic mulch such as redwood chips or bark. When inorganic ground cover is used, other than artificial turf/grass, it should be in combination with live plants as part of the design feature.

c) There must be a minimum of three (3) trees of fifteen (15) gallon size or greater on every LOT, to be maintained at all times.

d) For water conservation purposes, irrigated lawns shall be limited to a total size of no more than 1,000 square feet, inclusive of the front, rear and side yards (entire property).

e) Turf and other irrigated areas shall not be planted under the drip line of oak trees. 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 22.

Section 28. Standards for Fire Suppression and Wildland Fuel Management. 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.

Front and rear yard setbacks shall be as determined by the County Land Use Ordinance standards applicable to the LOTs within TRACT 1990. Side yard areas shall be designed and maintained consistent with the fuel breaks and wild land fuel modification standards of this Section.

For fire prevention purposes, a thirty (30) foot zone around the perimeter of

each residence is hereby established as a "fuel modification zone". Within this zone, OWNERS shall maintain irrigated domestic landscaping that is fire resistant and compatible with surrounding native species. The OWNER shall be responsible for:

(a) maintaining natural vegetation at no more than six (6) inches in height;

(b) trees must be limbed up to one third (1/3) of their height to a maximum of ten (10) feet off the ground; and

(c) flammable native shrubs shall not be planted or allowed to grow in continuous masses.

(d) Side yard setbacks allowed by the County Ordinances for TRACT 1990 may result in residences closer than thirty (30) feet, and to that degree areas between buildings may be less than thirty (30) feet, but site IMPROVEMENTs shall be designed and maintained with the clear and distinct objective of maintaining fuel modification zones between residential buildings.

(e) OWNERS shall further be responsible to remove that portion of any tree which extends within ten (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.

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 1990 – Phase I on this 26<sup>TH</sup> day of October 2011.

HERITAGE RANCH OWNERS' ASSOCIATION

By: Denise Roach  
Denise Roach, President

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

On 10/20/11, 2011, before me, Kim Kincannon Notary Public, personally appeared Denise Roach, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Kim Kincannon*  
Signature of Notary



NOT OFFICIAL

RECORDING REQUESTED BY:  
FIRST AMERICAN TITLE COMPANY

RECORDING REQUESTED BY:

Tract 1990, LLC

WHEN RECORDED MAIL TO:

Thomas D. Green, Esq.  
Adamski Moroski Madden  
& Green LLP  
444 Higuera Street, Suite 300  
San Luis Obispo, CA 93401

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

DG  
6/19/2006  
8:00 AM

Recorded at the request of  
First American Title Company

DOC#: 2006042532



Titles: 1 Pages: 12

Fees	40.00
Taxes	0.00
Others	0.00
PAID	\$40.00

1845321-11

SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
TRACT 1990 PHASE 2 HERITAGE RANCH

THIS SUPPLEMENTAL DECLARATION is made and dated this 8th day of December, 2005 by TRACT 1990, LLC, its successors, assigns, and heirs, hereinafter referred to as Declarant.

RECITALS

WHEREAS, Declarant is the Owner of certain real property located in the County of San Luis Obispo, State of California, more particularly described as Lots 101 through 237 of Tract 1990, Phase 2 in the County of San Luis Obispo, State of California, according to the maps thereof recorded as follows:

Tract 1990, Phase 2, as per Map recorded as Document No. 2004-111408 in Book 25, Pages 11 through 25, inclusive, of Maps, on December 23, 2004, also being described as a subdivision of a portion of Lot 7 of Tract 1094, Unit 1 per Map recorded in Book 13 at Page 38, in the Office of the County Recorder of San Luis Obispo County, California

in the Office of the Recorder of San Luis Obispo County, California, sometimes 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 II 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 II 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 not inconsistent with the terms and provisions of said Original Declaration; and,

WHEREAS, Declarant is successor in interest to Heritage Ranch Cattle Company with respect to ownership of the Property, and is the owner of that certain real property referred to in Exhibit "A" of this Declaration.

NOW THEREFORE, by recordation of this Supplemental Declaration of Covenants, Conditions and Restrictions established for the real property described above as the Property, it is the intention of Declarant to annex the Property into 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 the Original Declaration, and any amendment thereto, to the extent and only to the extent such supplementation is necessary for the Property and as permitted under the terms and provisions of Article II, Section 3 of the Original Declaration, and shall be administered and enforced by the Heritage Ranch Homeowners Association under the following terms and conditions.

Declarant hereby submits the Property to the Original Declaration. The Property shall be subject to, and shall benefit from, all covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth in the Original Declaration and this Supplemental Declaration.

1. The term "Project" as defined in this Supplemental Declaration and as used throughout this Supplemental Declaration shall mean the real property further defined in Exhibit "A" attached hereto and incorporated herein by reference, and subject to this Supplemental Declaration, divided or to be divided into residential Lots and Common Area(s), together with all improvements, installations and plantings now or hereafter constructed or installed on said real property. Provided, however, that the recordation of this Supplemental Declaration annexes into the Heritage Ranch Planned Community all Lots, Common Areas and open space parcels only with respect to Tract 1990, Phase 2.

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 this Supplemental Declaration and as used throughout this Supplemental Declaration shall include all residential Lots within said Tract 1990.

4. Without limiting the general application of this Supplemental Declaration to Tract 1990, Owners of Lots within Tract 1990 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 the Original Declaration.

5. The term "Common Area" as defined in this Supplemental Declaration and as used throughout this Supplemental Declaration shall include all Tract 1990, Phase

2 open space parcels and Lots 101, 102 and 237, and private streets known as Timberline Drive, Edgewood Court, Glenbrook Place, Catalina Place, Double Point Way, Lakeside Village Drive, Auburn Court and Elk Point as shown and designated on the Map of Tract 1990, Phase 2, recorded as Document No. 2004-111408 in Book 25, Pages 11 through 25, inclusive, of Maps, on December 23, 2004, in the Office of the Recorder of San Luis Obispo County, California, when deeded to the Association by Declarant or in trust for the Association, and the Association thereafter accepts, fee title and/or easements to said Tract 1990, Phase 2 Common Areas.

6. The Covenants, Conditions and Restrictions imposed by this Supplemental Declaration are herein 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, the provisions of the Original Declaration and amendments thereto shall supersede those conflicting provisions of this Supplemental Declaration and be binding and conclusive upon all parties affected, and as supplemented by this Supplemental Declaration, the Original Declaration and amendments thereto shall remain in full force and effect with respect to the Property.

7. Notwithstanding any other provision of this Supplemental Declaration, no amendment, change, modification, or termination of the conditions, covenants and restrictions of this Supplemental 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) noise notification requirements, and (m) dissolution of the Association.

8. Regular and special assessments and all other charges and fees shall be made, levied, imposed and collected in accordance with the applicable terms and provisions of the Original Declaration. Regular assessments of the Association shall commence as to all Lots within the Property on the first day of the month following the recordation of this Supplemental Declaration.

9. Restrictions on the size, placement, and use of residential Lots are as follows:

Section 1. Every residential dwelling constructed on a Lot within Tract 1990 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. To the maximum extent possible, each Lot shall include a fully enclosed, attached or detached, garage designed to store two (2) vehicles within the garage. The depth of the usable storage area within the garage shall be a minimum of twenty-four (24) feet. 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. 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 Lakeside Village Design Review Committee's review and approval.

Section 4. 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. Perimeter fencing for side and rear yards shall be up to six (6) feet in height throughout Tract 1990 and shall meet the design guidelines as set forth by the Tract 1990 Design Review Committee. Fencing details will be approved at the same time as the residence is approved (see Section 22, below). All fencing on Lots shall be maintained by the Owner. Subject to Section 8 of this Supplemental Declaration, fencing for front yards shall no more than thirty-six (36) inches high and shall be constructed and maintained in a manner that does not impede the ability of for an unobstructed view of oncoming pedestrian or vehicular traffic on the streets and sidewalks.

Section 6. To the maximum extent allowed by law, no mobile homes, modular, or manufactured housing shall be constructed or installed in Tract 1990.

Section 7. Air conditioning and propane/butane tanks shall be screened from view from adjoining Lots and all streets.

Section 8. Front and rear yard setbacks shall be as determined by County Land Use Ordinance standards applicable to the Lots within Tract 1990. Side yard setbacks shall be no less than ten feet (10 ft.).

Section 9. The Heritage Ranch Owner's Association shall maintain a 30-foot wide fuel break around the perimeter of the subdivision, generally along the sides and rear of Lots adjoining the Common Lots of Tract 1990, Phase 2. 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 and shrubs, but shall consist primarily of mowing grasses and limbing up trees in the manner described above. 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. The Association shall be responsible for maintaining the pathways and roads of Tract 1990, Phase 2 following their dedication and conveyance to the Association.

Section 11. Buildings and construction are prohibited on those parts of any Lot with a slope that exceeds 30%.

Section 12. 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 13. Owner acknowledges that Tract 1990 may be subject to noise impacts from military operations generated on or above Camp Roberts, or in approved air space.

Section 14. No horses, reptiles, rodents, birds, fish, livestock or poultry shall be permitted to be kept on any residential Lot within Tract 1990, 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 or other animal to roam, graze, run free or do damage to any vegetation, improvements, Lots or the Common Areas of Tract-1990.

Section 15. 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 Lakeside Village Design Review Committee prior to commencement of construction on a Lot. To the maximum extent possible, front yards shall be landscaped from the sidewalk to within five feet of the front of the residence matching the width of the structure and/or comparable area should the 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 1990 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 22. Flammable vegetation shall be maintained so that it does not provide a means of transmitting fire.

Section 16. Architectural designs will necessarily vary from Lot to Lot, but an overall design reflecting "prairie" and "ranch style" residences is preferred for Tract 1990. 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. All architectural designs are subject to the Lakeside Village Design Review Committee's review and approval.

Section 17. 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 18. 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 19. Exterior building colors shall be limited to earth tones. All exterior colors are subject to the Lakeside Village Design Review Committee's review and approval.

Section 20. In addition to the requirements of Section 22 hereof, a "Lakeside Village Design Review Committee", comprised of the Declarant (or their designee) and two Lot Owners within Tract 1990, shall review and comment on all residential units, landscaping and fencing proposed to be built within Tract 1990. Said review and comments shall be transmitted in writing to the Association's Architectural and Environmental Control Committee, as provided in Section 22, below.

Section 21. All architectural, landscaping, fencing, outbuildings, structures and improvement plans for residences and site development within Tract 1990 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, and the rules and regulations established by said AEC Committee, which rules and regulations may be amended from time to time.

Section 22. 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 1990 was completed in conformity with the grading and drainage plans approved by the County for Tract 1990.

Section 23. Sales trailers, model units, open houses and similar normal and routine activities carried on by Declarant's designee shall be permitted consistent with County ordinance(s).

Section 24. Each residential address will be displayed so as to be readily visible from the street. Address numbers shall be a minimum of 6" in height, and shall be of a contrasting color to the residence to which it is applied. Each address sign shall comply with sign plan approved by county on file with the Department of Planning.

Section 25. All buildings shall be finished with fire resistant siding such as Hardi Plank or stucco. All building shall be constructed with and maintain enclosed eaves.

Section 26. Standards for Fire Suppression and Wildland Fuel Management

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.

Front and rear yard setbacks shall be as determined by County Land Use Ordinance standards applicable to the Lots within Tract 1990. Side yard area shall be designed and maintained consistent with the fuel breaks and wildland fuel modification standards of this Section.

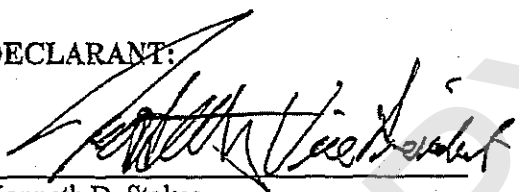
For fire prevention purposes, a 30-foot zone around the perimeter of each residence is hereby established as a "fuel modification zone." Within this zone, owners shall have the option of maintaining natural vegetation consistent with the following standards, or may install and maintain irrigated domestic 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 6 inches in height, (b) trees must be limbed up to one-third their height to a maximum of 10' off the ground, and (c) flammable native shrubs shall not be planted or allowed to grow in continuous masses. Side yard setbacks allowed by County Ordinance for Tract 1990 may result in residences closer than 30 feet, and to that degree areas between buildings may be less than 30 feet, but site improvements shall be designed and maintained with the clear

and distinct objective of maintaining fuel modification zones between residential buildings.

Section 27. All structures constructed on Lots 176 through 180, inclusive, 185, 190 through 192, inclusive, and 195 through 198, inclusive, shall be limited to one story and shall not exceed fifteen (15) feet in height above finished grade. All such structures shall be further restricted to exterior colors compatible with the natural vegetation and terrain in order to minimize visual impacts along Nacimiento Lake Drive.

The undersigned, being the Declarant herein, has executed this Supplemental Declaration of Covenants, Conditions and Restrictions established for Tract 1990, Phase 2, Heritage Ranch, on June 15, 2006.

DECLARANT:

  
Kenneth D. Stokes  
Vice President of Tract 1990, LLC

Approved:

Heritage Ranch Owners Association

By: 

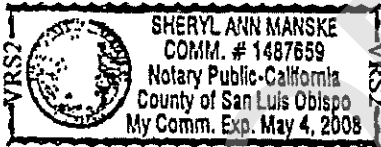


Acknowledgment

State of California            )  
  ) ss  
County of San Luis Obispo    )

On June 15, 2006 before me, Sheryl Ann Manske, a notary public in and for the State of California, personally appeared KENNETH D. STOKES 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.



Sheryl Ann Manske  
Notary Public for the  
State of California  
My Commission expires on  
May 4, 2008

NOTARY OFFICIAL

ACKNOWLEDGMENT

State of California  
County of San Luis Obispo

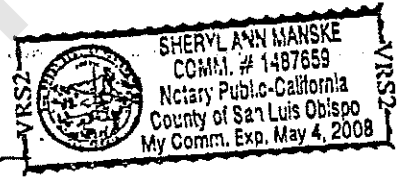
On June 16, 2008 before me, Sheryl Ann Manske  
(here insert name and title of the officer)

personally appeared Gilbert Hayden

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.

Signature Sheryl Ann Manske



(Seal)

EXHIBIT "A"

Tract 1990, Phase 2, in the County of San Luis Obispo, State of California, according to the map thereof recorded as follows:

Tract 1990, Phase 2, as per Map recorded as Document No. 2004-111408 in Book 25, Pages 11 through 25, inclusive, of Maps, on December 23, 2004 in the Office of the Recorder of San Luis Obispo County, California

NOT COPY OFFICIAL

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

Recorded at the request of  
**Public**

NBNC  
10/27/2011  
2:50 PM

Heritage Ranch Owners' Association

AND WHEN RECORDED RETURN TO:

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

DOC#: 2011053835



Titles:	1	Pages:	5
Fees			26.00
Taxes			0.00
Others			0.00
PAID			\$26.00

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

Tract #1990 – Phase II

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

WHEREAS, on June 19, 2006, a Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 1990 – Phase II was recorded as Document 2006042532 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 1990.

NOW, THEREFORE, HERITAGE RANCH OWNERS' ASSOCIATION hereby amends the above-referenced Covenants, Conditions and Restrictions for Tract 1990 – Phase II as follows:

Section 5. Perimeter fencing for side and rear yards shall be up to six (6) feet in height to the final front or rear grade for TRACT 1990 and shall meet the architectural design and style of the residence.

- a) The side yard begins within the set back of ten (10) feet.
- b) The front yard begins at the front property line and continues for twenty-five (25) feet. The back yard begins at the back property line and continues for twenty-five (25) feet.
- c) Fencing details to be considered at the time of the design proposal include but are not limited to: pilasters, finials, closures, gates, arbors, trellises, materials and height as well as architectural consistency.

d) Some materials are deemed inappropriate for fencing. Those materials include but are not limited to: chain link fencing in the front yard or front setback, chicken wire, unfinished cinder block, branches, limbs, construction fencing, temporary fencing, wood/metal stakes, or wood pallets.

e) Finished chain link may be used in the rear or side yards if it is vinyl coated black or tan and does not extend forward of the residence.

f) Subject to Section 8 of the Supplementary Declaration, fencing for front yards shall be no more than forty-two (42) inches high, measured from the front street view of the residence, excluding required pilasters, and shall be constructed and maintained in a manner that does not impede the ability of an unobstructed view of oncoming pedestrian or vehicular traffic on the streets, roads, sidewalks and pathways.

g) The maximum height of pilasters for side, rear and front yards shall be no higher than six (6) inches above the height of the fence and/or abutting wall.

h) The maximum height for entry way gate supporting pilasters shall be seventy six (76) inches including lights.

i) The maximum height for any entry way arbor or trellis shall be ninety six (96) inches. Arbors and trellises may be constructed on the property line if integrated into the construction of the entry way.

j) Materials acceptable for fencing from the structure on either side forward shall be that which will be architecturally consistent with the style of the home.

k) Interior/privacy fencing on the LOT may be attached to the residence as long as it is architecturally consistent with the style of the home and may be up to six (6) feet in height.

Section 15. Each residential LOT will be required to install front yard landscaping prior to occupancy of the residence. Front yard landscaping shall be reviewed by the Lakeside Village Design Review Committee prior to commencement of construction on the LOT.

a) To the maximum extent possible, front yards shall be landscaped from the street to within five (5) feet of the front of the residence matching the width of the STRUCTURE and/or comparable area should the home be built on a corner LOT.

b) Drought tolerant materials and plants are encouraged. Landscape materials may include any combination of ground cover, shrubs and trees.

Landscape design and construction should emphasize drought-tolerant landscaping whenever/wherever possible. Native species are encouraged. For soil erosion and weed abatement, exposed dirt is to be kept to a minimum, with exceptions for slope conditions and overall intent of the design. Any plastic or other weed-barrier product must be fully concealed. Ground covers (herbaceous or woody) may consist of turf, shrubs, vines or similar live plant materials, spaced to achieve full coverage upon maturation of the plant. Ground cover may also consist of decomposed granite, pebbles, gravel, stones or similar material, or organic mulch such as redwood chips or bark. When inorganic ground cover is used, other than artificial turf/grass, it should be in combination with live plants as part of the design feature.

c) There must be a minimum of three (3) trees of fifteen (15) gallon size or greater on every LOT, to be maintained at all times.

d) For water conservation purposes, irrigated lawns shall be limited to a total size of no more than 1,000 square feet, inclusive of the front, rear and side yards (entire property).

e) Turf and other irrigated areas shall not be planted under the drip line of oak trees. 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 22.

Section 26. Standards for Fire Suppression and Wildland Fuel Management. 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.

Front and rear yard setbacks shall be as determined by the County Land Use Ordinance standards applicable to the LOTs within TRACT 1990. Side yard areas shall be designed and maintained consistent with the fuel breaks and wild land fuel modification standards of this Section.

For fire prevention purposes, a thirty (30) foot zone around the perimeter of each residence is hereby established as a "fuel modification zone". Within this zone, OWNERS shall maintain irrigated domestic landscaping that is fire resistant and compatible with surrounding native species. The OWNER shall be responsible for:

(a) maintaining natural vegetation at no more than six (6) inches in height;

(b) trees must be limbed up to one third (1/3) of their height to a maximum of ten (10) feet off the ground; and

(c) flammable native shrubs shall not be planted or allowed to grow in continuous masses.

(d) Side yard setbacks allowed by the County Ordinances for TRACT 1990 may result in residences closer than thirty (30) feet, and to that degree areas between buildings may be less than thirty (30) feet, but site IMPROVEMENTs shall be designed and maintained with the clear and distinct objective of maintaining fuel modification zones between residential buildings.

(e) OWNERS shall further be responsible to remove that portion of any tree which extends within ten (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.

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 1990 – Phase II on this 26<sup>TH</sup> day of October 2011.

HERITAGE RANCH OWNERS' ASSOCIATION

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

*Denise Roach*

Denise Roach, President

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

On 10/26/11, 2011, before me, Denise Roach, Notary Public, personally appeared Denise Roach, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kim Kincannon  
Signature of Notary



NOT OFFICIAL



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

IN  
7/20/2006  
9:21 AM

Recording requested by and  
when recorded mail to:

Thomas D. Green, Esq.  
Adamski Moroski Madden  
& Green LLP  
P.O. Box 3835  
San Luis Obispo, CA 93403-3835

Recorded at the request of  
Public

DOC#: 2006050582



Titles: 1 Pages: 3

Fees	13.00
Taxes	0.00
Others	0.00
PAID	\$13.00

## DECLARATION OF RESCISSION FOR TRACT 1990 HERITAGE RANCH

THIS DECLARATION OF RESCISSION is made and dated this 18th day of July, 2006 by TRACT 1990 LLC, its successors, assigns, and heirs, hereinafter referred to as Declarant.

### RECITALS

Whereas Declarant is the Owner of certain real property located in the County of San Luis Obispo, State of California, more particularly described as Lots 101 through 237 of Tract 1990, Phase 2 in the County of San Luis Obispo, State of California, according to the maps thereof recorded as follows:

Tract 1990, Phase 2, as recorded in  
Book 25, Page 11 through 25, inclusive of maps,  
on December 23, 2004,

in the Office of the County Recorder of San Luis Obispo County, hereinafter referred to as the Property;

Whereas, on December 23, 2004, a Declaration of Covenants, Conditions and Restrictions for Tract 1990 ("Alternative Declaration") was recorded as Document No. 2004111409 of the Official Records, County of San Luis Obispo, State of California, by the terms of which Declarant was required to elect between two alternative Declarations of Covenants, Conditions and Restrictions, attached as exhibits thereto.

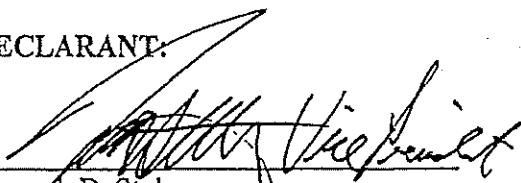
Whereas, on July 27, 2005, an Amended Supplemental Declaration of Covenants, Conditions and Restrictions for Tract 1990 Phase 1 Heritage Ranch ("Supplemental Declaration") was recorded as Document No. 2005061463 of the Official Records, County of San Luis Obispo, State of California.

NOW THEREFORE, by recordation of this Declaration of Rescission, it is the intention of Declarant that the Supplemental Declaration shall be the declaration of covenants, conditions and restrictions in effect for the Property. By Declarant's signature

hereto, Declarant represents that it has made its election pursuant to the Alternative Declaration and rescinded same. Declarant agrees and certifies that the Alternative Declaration has no further force or effect upon the Property as of the date of the execution of this Declaration of Rescission.

The undersigned, being the Declarant herein, has executed this Declaration of Rescission for Tract 1990 Heritage Ranch, on July 20, 2006.

DECLARANT:



Kenneth D. Stokes  
Vice President of Tract 1990 LLC

COPY  
NOT OFFICIAL

State of California }  
County of San Luis Obispo } ss.

On July 20, 2006, before me, Lisa M. Irot,  
personally appeared KENNETH D. STOKES, [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.

Lisa M. Irot

