



HERITAGE RANCH PLANNED COMMUNITY

COVENANTS, CONDITIONS AND RESTRICTIONS

TRACT #446 (SUPPLEMENTARY)

In accordance with California Assembly Bill 446, 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, victim of abuse status, disability, 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 original Supplementary DECLARATION, consisting of 57 pages, was recorded on May 25, 1972 as Document #16592. The Supplementary DECLARATION has subsequently been amended as follows:

Amended by the Heritage Ranch and Cattle Company on July 10, 1972, as Document #21893
Article II, Section 2

Amended by the Heritage Ranch and Cattle Company on July 27, 1972, as Document #24080
Article V, Section 5

Amended by vote of the membership and recorded on March 27, 1974, as Document #9037
Article IX, Section 3

Amended by vote of the membership and recorded on July 23, 1976, as Document #28843
Article I, Section 22, Paragraph (3)
Article I, Section 22, Paragraph (7)
Article III, Section 1
Article III, Section 5, Paragraph (e)
Article XI, Section 6

Amended by vote of the membership and recorded on September 14, 1981, as Document #42504
Article IX, Section 3

Amended by vote of the membership and recorded on May 29, 1985, as Document #29199
Article XI, Section 6

Amended by vote of the membership and recorded on January 25, 2001, as Document #2001-004735
Article XI, Section 6

Amended by a Court Order, signed by Judge of the Superior Court, Rogert T. Picquet, as a result of Civil Case #CV 010398 dated May 23, 2001; recorded on June 25, 2001, as Document #2001-045662
Article IX, Section 1
Article IX, Section 4

Discriminatory language corrected by the Board of Directors on December 5, 2001, as Document #2001094228
Article III, Section 2
Article III, Section 3
Article IV, Section 1, Paragraph (c)
Article IV, Section 2

Article IV, Section 3
Article VIII, Section 4, Paragraph (b)
Article VIII, Section 5
Article IX, Section 2
Article XI, Section 7
Article XI, Section 17
Article XIV, Section 1

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STATE AMERICAN TITLE INSURANCE CO.

DECLARATION

OF

DOC. NO. **16592**

COVENANTS, CONDITIONS AND RESTRICTIONS

SAN LUIS OBISPO CO., CALIF.

HERITAGE RANCH AND CATTLE COMPANY

WILLIAM E. ZIMARIK,
COUNTY RECORDER

MAY 25 1972

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

WITNESSETH:

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

Tract 446, Big Valley Estates Unit No. 2, as
recorded in Book 8, Pages 17 to, of Maps,
Official Records, County of San Luis Obispo.

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

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

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

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

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

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

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

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

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

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

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

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

16 ARTICLE I

17 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 which the lot abuts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 Section 35. The term "Tract" shall mean and refer to
4 that certain real property hereinbefore described as Tract 446,
5 Big Valley Estates, Unit No. 2, Official Records, County of
6 San Luis Obispo.

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

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

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

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

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

5 ARTICLE II

6 ANNEXATION OF ADDITIONAL PROPERTY

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

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

1 provisions to these basic Conditions, Covenants and Restrictions
2 whenever necessary or desirable to effectuate the development and
3 use of the annexed property as part of the Heritage Ranch Planned
4 Community in accordance with Declarant's Development Plan.)

5 Such additional conditions, covenants and restrictions may, from
6 time to time, be referred to in these Conditions, Covenants and
7 Restrictions as Supplementary Declaration of Conditions, Covenants
8 and Restrictions.

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

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

1 be members of the Association.

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

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

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

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

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

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

1 ARTICLE III

2 MEMBERSHIP

3 Section 1. Membership. Each lot has appurtenant to it
4 one (1) membership in the Association. If there is only one (1)
5 record owner of the lot, then the membership shall inure to that
6 particular owner, however, if more than one (1) individual has
7 an ownership in the lot, or if the lot is owned by a corporation,
8 partnership or other business entity, then the membership shall
9 inure to the benefit of the person or persons provided for in
10 the Bylaws and regulations of the Association. No owner shall
11 have more than one (1) membership for each lot owned by such
12 owner. Membership shall be appurtenant to and may not be
13 separated from the fee ownership of any lot or undivided interest
14 of an unsubdivided land which is subject to assessment by the
15 Association, provided, however, V.I.P. Memberships, Charter Life
16 Memberships and Associate Memberships are limited Classes of
17 Membership which are not appurtenant to any lot as more particularly
18 set forth in the Bylaws of the Association. Ownership of such lot
19 shall be the sole qualification for membership. The terms and
20 provisions set forth in this Declaration which are binding upon all
21 owners of lots and all members in the Association, are not exclusive
22 as the members shall, in addition, be subject to the terms and
23 provisions of the Articles of Incorporation, Bylaws and
24 Regulations of the Association.

25 Section 2. Transfer. The membership held by any owner
26 of a lot shall not be transferred, pledged or alienated in any
27 way, except upon the sale of such lot, and then only to the
28 purchaser of such lot. Any attempt to make a prohibited transfer

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

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

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

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

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

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

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

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

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

9 ARTICLE IV

10 PROPERTY RIGHTS IN THE COMMON AREAS

11 Section 1. Members' Easements of Enjoyment.

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

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

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

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

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

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

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

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

12 (f) (i) The County of San Luis Obispo, in
13 consideration of granting exceptions to zoning and subdivision
14 requirements, and thereby authorizing the development of the
15 HERITAGE RANCH, and in particular this Tract 446, may
16 enforce the provisions of this Declaration relating to the
17 covenants pertaining to the Common Area within the property,
18 in the event that Declarant, its successors and assigns,
19 (including the Association) shall fail to maintain the Common
20 Areas. The County assumes no obligation to enforce any of the
21 Covenants, Conditions and Restrictions contained herein. The
22 rights of the County to enforce the Covenants, as they relate
23 to maintenance of the Common Areas, shall only accrue in the
24 event that the Common Areas, together with all improvements
25 thereon, are not maintained in an orderly manner without
26 constituting either a public or private nuisance. Declarant
27 covenants, for the benefit of the County and for the benefit of
28 owners of lots, that the Common Area within Tract 446, and that

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

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

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

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

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

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

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

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

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

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

13 ARTICLE V

14 COVENANTS FOR MAINTENANCE ASSESSMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 ARTICLE VIII

14 ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEES

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

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

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

4 (1) Recreational Vehicle Lots;

5 (2) Twenty (20) Acre Lots (lot approximately
6 20 acres in size);

7 (3) Single Family Residential Lots;

8 (4) Condominiums and Multiple Family
9 Residential Lots;

10 (5) Mobile Home Lots;

11 (6) Commercial and Industrial Lots;

12 (7) Unsubdivided Parcels Larger Than
13 Twenty (20) Acres.

14 Section 3. Composition of Committees. Each

15 Architectural and Environmental Control Committee shall be composed
16 of three (3) members to be appointed by Declarant. Each Committee
17 shall include two (2) members who own lots within the Heritage
18 Ranch Planned Community in an area permitting the same land use as
19 would come within the jurisdiction of the appropriate Committee.

20 The third Committee member may be an owner of any type of lot in the
21 Heritage Ranch Planned Community, or may be a non-owner or non-
22 member. Each of said members shall be an owner of a lot in the
23 usage area to be governed by such Committee; for the purpose of
24 this ARTICLE, officers and/or directors of a corporate owner shall
25 qualify to serve as a member of such Committee. Architectural
26 and Environmental Control Committee Members shall be subject to
27 removal by Declarant and any vacancies from time to time existing
28 shall be filled by appointment by Declarant, or in the event of

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

12 Section 4. Submission of Plans. There shall be sub-
13 mitted to the appropriate Architectural and Environmental Control
14 Committee two complete sets of plans and specifications for any and
15 all: (i) proposed improvements and structures, the erection or
16 alteration of which is desired, or (ii) mobile homes, proposed to be
17 placed upon or moved onto any lot in this Tract. No mobile home,
18 structures or improvements of any kind shall be erected, altered,
19 placed or maintained upon any lot unless and until the final plans
20 and specifications for such improvement or structure have received
21 the written approval of the appropriate Architectural and Environ-
22 mental Control Committee. Plans submitted to the Architectural and
23 Environmental Control Committee shall include plot plans showing the
24 location on the lot of the building, wall, fence or other improvement
25 or structure proposed to be constructed, altered, placed or main-
26 tained, together with the architectural plans and specifications,
27 proposed construction material, color schemes for roofs and
28 exteriors thereof, proposed excavation, fill and tree removal, if
any, and proposed landscape planning. In addition, topography maps

1 prepared by a registered civil engineer or a licensed land surveyor
2 shall be included as part of all plans. The appropriate
3 Architectural and Environmental Control Committee may, at its
4 discretion, accept photographs or manufacturers' brochures in lieu
5 of architectural plans when such plans are not available. The
6 appropriate Architectural and Environmental Control Committee shall
7 approve or disapprove plans, specifications and details within thirty
8 (30) days from the receipt thereof, or shall notify the person sub-
9 mitting them that an additional period of time, not to exceed fifteen
10 (15) days, is required for such approval or disapproval. Plans,
11 specifications and details not approved or disapproved within the
12 time limits provided herein shall be deemed approved as submitted.
13 One set of said plans, specifications and details with the approval
14 or disapproval, endorsed thereon by the Architectural and
15 Environmental Control Committee, shall be returned to the person
16 submitting them and the other copy thereof shall be retained by the
17 appropriate Architectural and Environmental Control Committee for
18 its permanent files. The appropriate Architectural and Environmental
19 Control Committee shall have the right to disapprove any plans,
20 specifications or details submitted to it in the event the same
21 are not in accordance with all the provisions of the applicable
22 Heritage Ranch Declarations of Conditions, Covenants and Restriction
23 if the design or color scheme of the proposed mobile home, improve-
24 ment or other structure is not in harmony with the general
25 surroundings of such lot or with the adjacent mobile homes, improve-
26 ments or structures, or entails excessive grading, excavation or fil-
27 or removal of trees, or does not provide adequate drainage of a lot
28 and adjacent areas; or if the plans and specifications are
incomplete. The decisions of the appropriate Architectural and

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

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

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

1 specifications by the Architectural and Environmental Control
2 Committees.

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

8 Section 5. Each lot owner in this Tract shall construct
9 or cause to be constructed upon his lot an attached wood or concrete
10 patio floor and appropriate roof structure having not less than
11 One Hundred (100) square feet of area and two off-street parking
12 spaces at such time as the lot is improved with a mobile home.
13 Each space shall be of sufficient size to accommodate
14 a standard size automobile and at least one of the parking spaces
15 shall be in the form of a carport constructed in accordance with
16 the rules and regulations of the appropriate Architectural and
17 Environmental Control Committee.

18 Section 6. Every mobile home, improvement or structure,
19 the construction or placement of which is begun on any lot in
20 this Tract shall have the exterior of the mobile home, improvement
21 or structure, and all landscaping, completed within two (2)
22 months after the beginning of such construction or placement of
23 such mobile home, improvement or structure on the lot, and the
24 interior shall be completed within six (6) months from the
25 commencement of such construction, placement of the mobile home,
26 structure or improvement on such lot.

27 Section 7. Every mobile home, improvement or structure
28 having a roof shall use a roof covering material of painted aluminium
cedar shakes, wood shingles, clay or cement tile, or built up

1 roofing and colored rock or other material approved by the
2 appropriate Architectural and Environmental Control Committee,
3 provided, however, the appropriate Architectural and Environmental
4 Control Committee may not, under any conditions, allow any
5 asphalt shingles or rolled roofing to be used as a roof covering
6 material.

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

14 Section 9. All mobile homes, improvements or structures
15 constructed or placed on any lot shall be constructed with new
16 material and no used improvements, structures or material (except
17 used brick) shall be placed, moved onto or erected on, or relocated
18 on any lot. Provided, however, subject to the approval of the
19 appropriate Architectural and Environmental Control Committee, used
20 mobile homes may be placed on the lots, however, such mobile homes
21 shall be in good condition and shall be newly painted on the
22 exterior within thirty (30) days of the date of placement on the
23 lot, and further provided that such mobile home was originally
24 constructed of new material. No used patio or carport structure
25 may be placed, moved onto, erected or constructed on any lot.

26 Section 10. The grading of any lot in this Tract
27 shall be kept to an absolute minimum and shall not be permitted
28 except to accommodate mobile homes, improvements, structures,

1 Section 2. Whenever two or more contiguous lots in the
2 subdivision shall be owned by the same person, such person shall,
3 if he so desires, use the said two or more lots as a site for a
4 single mobile home. The lots constituting the site for such
5 single mobile home shall be treated as a single lot for the
6 purpose of applying these restrictions to said lots, so long as
7 the lot is being improved with a single mobile home.

8 Section 3. No lot in this Tract shall be used except
9 for single family residential purposes. No mobile home shall be
10 erected, placed or permitted to remain on any lot in this Tract
11 other than one detached, mobile home residence dwelling designed
12 only for human habitation, and such attached structures and
13 outbuildings as are usually accessory to a single family mobile
14 home dwelling, including a private carport, patio, cabana and
15 one (1) storage building not to exceed One Hundred (100) Square
16 Feet of floor area, nor Eight (8) Feet in height, constructed
17 with new materials and covered on the exterior sides and roof
18 with cedar shingles or shake roof. The building shall have only
19 one (1) door and not more than one (1) window; said building
20 shall be located toward the rear of the mobile home lot.

21 Section 4. No improvement or structure shall be erected
22 on any lot in this Tract unless within the building setback lines
23 (except fences or walls where approved or required by the
24 appropriate Architectural and Environmental Control Committee.)
25 The following are the minimum dimensions for front, side and
26 rear setbacks on all lots in this Tract:

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

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

(c) Five (5) feet from the side line of
each lot.

Section 5. Each mobile home shall be at least forty
(40) feet in length, and each mobile home shall bear the insignia
of approval of the State of California, Division of Housing, for
plumbing, heating and electrical equipment pursuant to the
California Administrative Code.

ARTICLE X
EASEMENTS

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

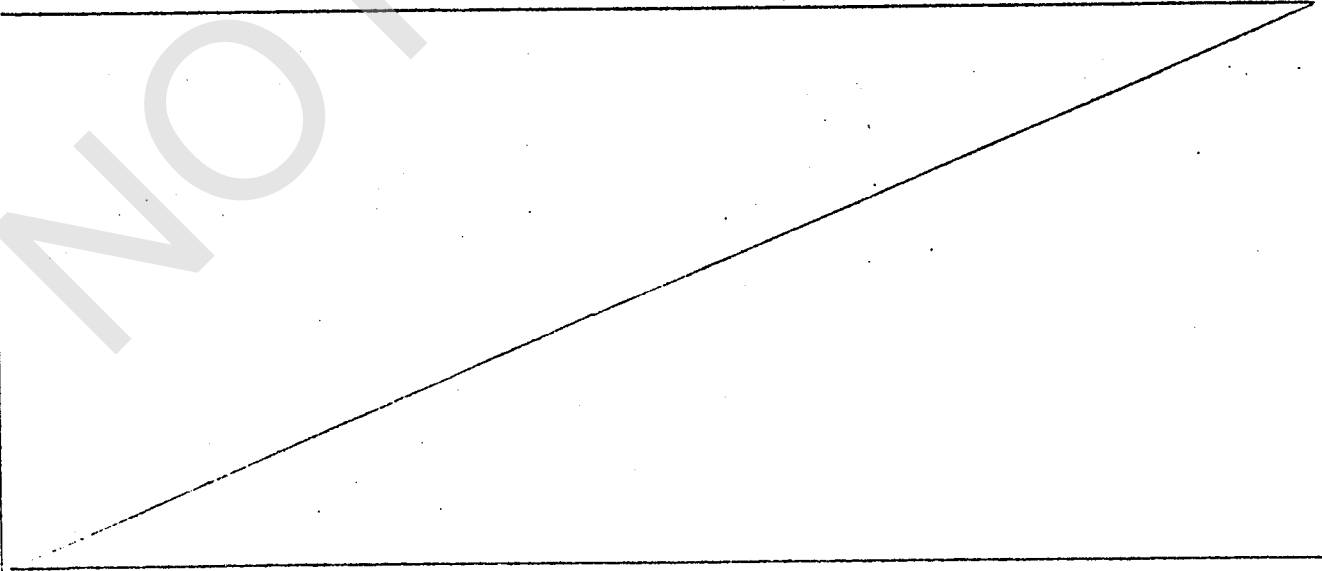
Section 2. Easements over the Common Area for the
installation and maintenance of electric, telephone, cable
television, water, gas and sanitary sewer lines and drainage
facilities are hereby reserved by Declarant, together with the
right to grant and transfer the same.

Section 3. There is hereby reserved to Declarant an
easement over the rear six (6) feet of each lot, and six (6) feet
along each side lot line of each lot.

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

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

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

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

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

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

3 Section 10. No sign of any kind or for any use or purposes
4 whatsoever shall be erected, posted, pasted, painted or displayed
5 upon any of said lots in this Tract, or upon any mobile home,
6 improvement or other structure, except house numbering devices and
7 signs giving notice that the property is for sale or lease, which
8 signs shall not exceed five (5) square feet in size, and shall be
9 of a design and configuration commonly used in the area. Provided,
10 that the foregoing covenant shall not apply to the business
11 activities, signs and billboards, if any, of Declarant, its agents
12 and assigns, during the period of construction and sale of lots
13 within the Heritage Ranch Planned Community.

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

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

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

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

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

22 Section 16. No tree in excess of three (3) inches in
23 diameter, measured at a point twelve (12) inches above the ground,
24 shall be removed from any lot without first obtaining the written
25 consent of the appropriate Architectural and Environmental Control
26 Committee.

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1 Community for the purpose of removing garbage, trash and other like
2 household refuse. Such refuse collection and removal service
3 shall be provided not less often than once each week on a day or
4 days designated by the Declarant or its successors and assigns.
5 The charge to be made for such refuse collection and removal
6 service shall be at a reasonable rate commensurate with the rates
7 charged by commercial scavengers serving other subdivisions of
8 high standards in the area and shall be subject to change from
9 time to time.

10 Section 21. No temporary structure or other outbuildings
11 shall be placed or erected on a lot in this Tract; provided, how-
12 ever, that the appropriate Architectural and Environmental Control
13 Committee may grant permission for any such temporary structure
14 for storage of materials during construction. No such temporary
15 structures which may be approved shall be used at any time as a
16 dwelling place. For purposes of this Section, outbuildings and
17 temporary structures do not include items which may be stored on a
18 lot as provided in Sections 6 and 7 of this ARTICLE, nor does it
19 include mobile homes placed on a lot pursuant to the provisions
20 of this Declaration.

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

27 Section 23. No owner of any lot in this Tract shall
28 build or permit the building on such lot, or the advertising of any

1 mobile home or other improvement or structure that is to be used
2 as a model house or exhibit unless prior written permission to do
3 so shall have been obtained from the appropriate Architectural and
4 Environmental Control Committee.

5 Section 24. No radio station or shortwave operators of
6 any kind shall operate from any lot or any mobile home, improvement
7 or structure situated on such lot in this Tract.

8 Section 25. No part of any fence or wall shall be
9 constructed or placed within the front yard setback area of any
10 lot in this Tract. For the purposes of this paragraph, front
11 yard setback area shall mean the part of the lot that lies between
12 the line of the street on which the lot abuts and the required
13 setback from the front line of the lot. No fence or wall shall
14 be constructed or placed within that part of any lot that is
15 contiguous to either a lake or golf course, that lies within
16 twenty (20) feet of the rear lot line, and no part of any fence
17 or wall constructed or placed in the rear yard of any lot that
18 is contiguous to a lake or the golf course shall exceed three (3)
19 feet in height. Any fence that is permitted within the Tract
20 and is not subject to the height limitations set out in the
21 preceding sentence may have a height not in excess of five (5) feet.

22 Section 26. There shall be no judicial partition of the
23 Common Area, nor shall any person acquiring any interest in the
24 Tract or any part thereof seek any judicial partition thereof,
25 provided, however, that if any lot shall be owned by two or more
26 co-tenants as tenants in common, or as joint tenants, nothing
27 herein contained shall be deemed to prevent a judicial partition
28 as between such co-tenants.

1 Section 27. Declarant, or its transferees, intends to
2 develop the Tract in accordance with Declarant's Development Plan as
3 same may be, from time to time, modified. Completion of that work
4 and the sale, rental and other disposal of the lots and parcels in
5 the Heritage Ranch Planned Community is essential to the establish-
6 ment and welfare of this Tract. In order that said work may be
7 completed and this Tract be established as part of a fully planned
8 community as rapidly as possible, nothing contained in Section 15
9 of this ARTICLE XI, nor anything contained in any other Article or
10 Section of this or any other Declaration of Conditions, Covenants
11 and Restrictions shall be understood or construed to:

12 (a) Prevent Declarant, its transferees or its
13 contractor, or subcontractors, from doing on this Tract
14 or any parts thereof, whatever it determines to be reasonably
15 necessary or advisable in connection with the completion of
16 Declarant's Development work; or

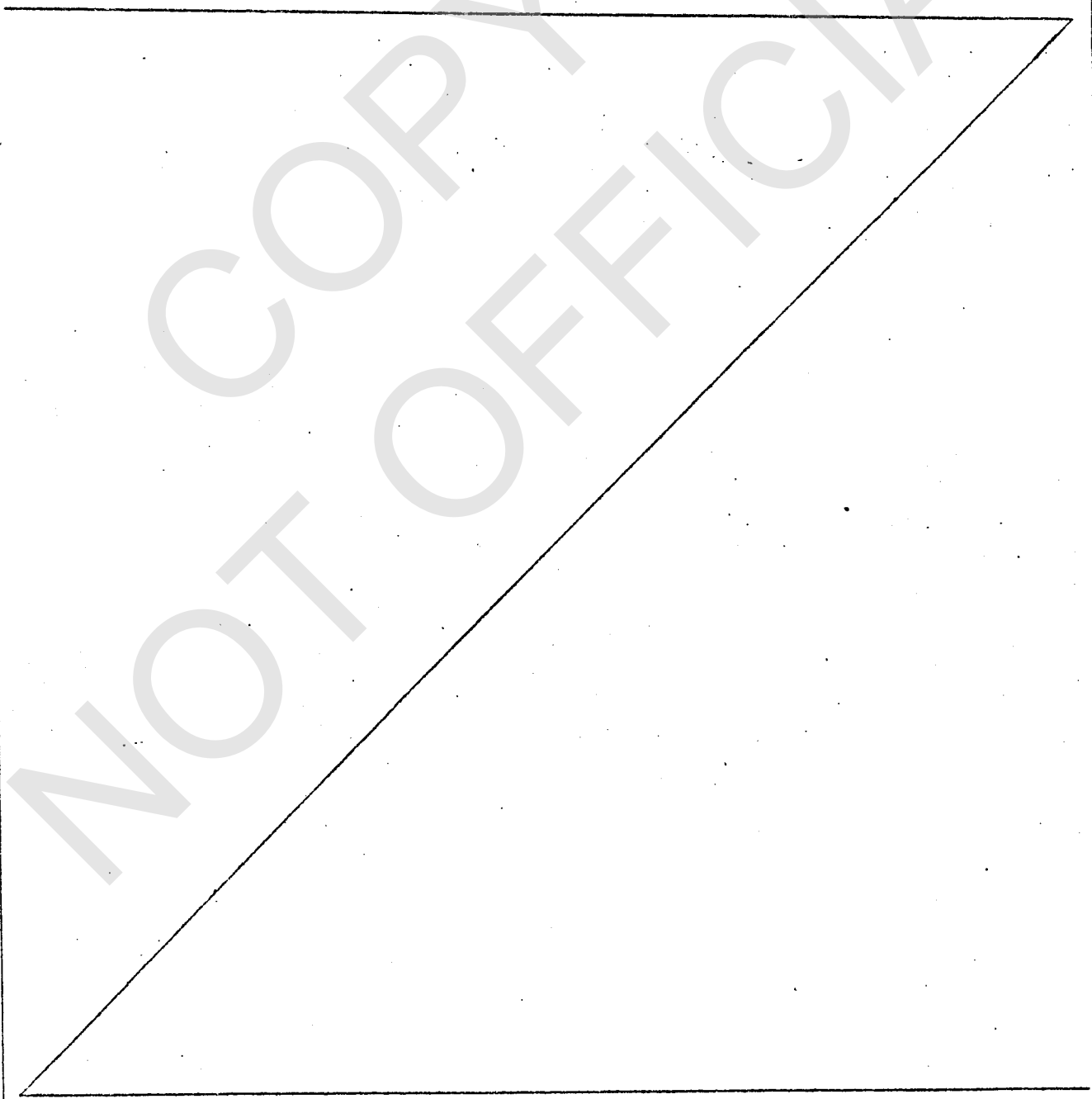
17 (b) Prevent Declarant, its transferees or its
18 representatives, from erecting, constructing and maintaining on
19 any part or parts of this Tract owned or controlled by Declarant,
20 or its transferees, or its contractors, or its subcontractors, such
21 improvements or structures as may be reasonably necessary for the
22 conduct of its business of completing said work and establishing
23 this Tract as a residential subdivision and disposing of the
24 same in lots and parcels by sale, lease, or otherwise; or

25 (c) Prevent Declarant, or its transferees, or its
26 contractors, or its subcontractors, from maintaining such sign
27 or signs on any of said lots owned or controlled by it as may be
28 necessary in connection with the sale, lease or otherwise of

1 the Tract. As used in subparagraphs in this Section,
2 the words "its transferees" specifically does not include
3 purchasers of individual lots within the Tract.

4 (d) Prevent Declarant from obtaining ingress and
5 egress over the Common Area or exercising any rights, easements
6 or licenses in, on, or over the Common Area, as more particularly
7 reserved to Declarant in these Conditions, Covenants and
8 Restrictions or as may be contained in other recorded documents.
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ARTICLE XII

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

19 ARTICLE XIII

20 GRANTEE'S TITLE

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

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

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

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

and all other minerals underlying and within the

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

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

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

13 ARTICLE XIV

14 GRANTEE'S ACCEPTANCE

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

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

ARTICLE XV

ANNEXATION

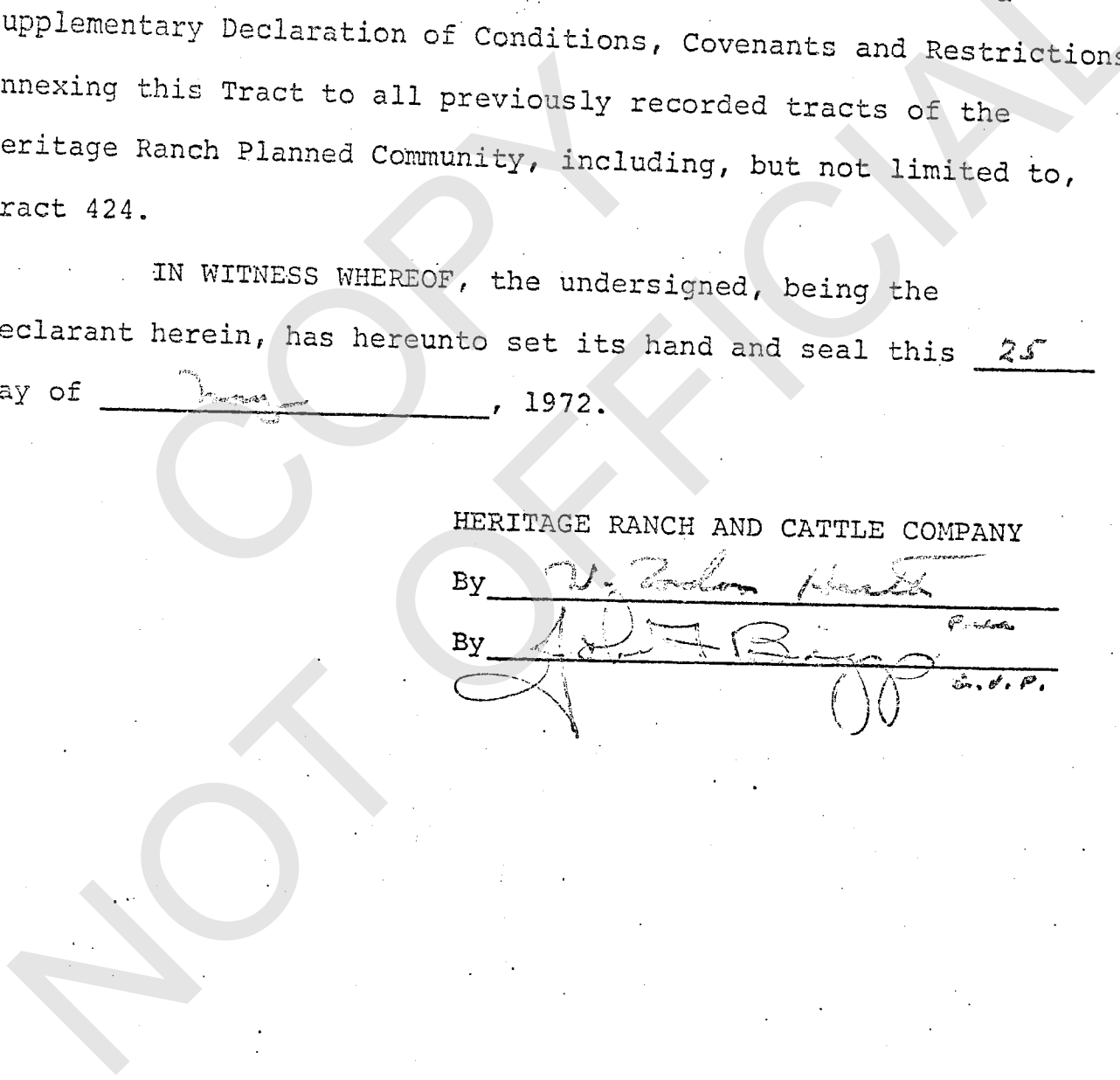
Section 1. This Declaration shall be considered a Supplementary Declaration of Conditions, Covenants and Restrictions annexing this Tract to all previously recorded tracts of the Heritage Ranch Planned Community, including, but not limited to, Tract 424.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 25 day of June, 1972.

HERITAGE RANCH AND CATTLE COMPANY

By W. Gordon Heath

By [Signature] S. V. P.



APPROVAL and CONSENT

of

Mortgage (Lender)

Diversified Mortgage Investors, a Massachusetts Trust, hereby approves and consents to the recording of the attached Declaration of Restrictions on Heritage Ranch Tract 446, Big Valley Estates Unit No. 2, San Luis Obispo County, California, and hereby consents and agrees that any lien shall be subordinate to this Declaration of Restrictions and shall be binding and effective against any owner of said property whose title thereto is acquired by foreclosure, trustee sale, or lien foreclosure.

DATED: May 2, 1972.

DIVERSIFIED MORTGAGE INVESTORS

By [Signature] Assistant Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

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

WITNESS my hand and official seal.

The name Diversified Mortgage Investors is the designation of the Trustees for the time being under a Declaration of Trust dated July 15, 1969, as amended, and all persons dealing with Diversified Mortgage Investors must look solely to the

[Signature]
Notary Public in and for said
County and State

SCHEDULE C

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

PARCEL 1:

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

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

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

PARCEL 2

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

Beginning at a fence post marked "S. B. 1" set in the West line of the East half of the Northeast quarter of said Section 23, distant thereon South 1 3/4 deg. East 30.58 chains from the Northwest corner of said East half of the Northeast quarter of said Section 23; and running thence with a magnetic variation of 16 1/2 deg. East as follows: North 89 1/4 deg. East, 5.25 chains to a white oak 6 inches in diameter, marked "S. B. 2"; thence North 89 1/2 deg. East, 1.93 chains to a live oak 28 inches in diameter marked "S. B. 3" thence South 76 deg. East, 1.25 chains to a live oak 12 inches in diameter marked "S. B. 4" thence South 35 deg. East, 3.10 chains to a double white oak 18 inches in diameter marked "S. B. 5"; thence South 24 1/2 deg. East, 0.53 chains to a stake set in the center line of the Godfrey and San Miguel Road as surveyed by F. L. Kennet in July, 1892; thence following the survey of said road as follows: North 57 1/4 deg. East, 1.84 chains to a stake marked P. 30; thence South 79 3/4 deg. East, 2.73 chains to a stake marked P. 31; thence North 51 3/4 deg. East, 2.54 chains to a stake marked P. 32; thence North 75 3/4 deg. East, 3.09 chains to a stake marked S. B. set in the line between Sections 23 and 24 abovesaid, from which the Northwest corner of said Section 24 bears North 2 deg. West, 30.45 chains and a white oak 12 inches in diameter bears South 53 deg. East, 117 links distant; thence in Section 24 abovesaid, North 75 3/4 deg. East, 1.32 chains to a stake marked P. 33; thence North 56 1/4 deg. East, 2.67 chains to a stake marked P. 34; thence North 82 deg. East, 2.18 chains to a stake marked P. 35; thence North 62 deg. East 3.67 chains to a stake marked P. 36; thence North 51 3/4 deg. East, 1.11 chains to a stake marked P. 37; thence South 75 deg. East, 0.95 chains to a stake marked P. 38; thence North 68 1/4 deg. East, 1.33 chains to a stake marked P. 39; thence North 76 1/2 deg. East, 1.67 chains to a stake marked P. 40; thence South 76 3/4 deg. East, 2.50 chains to a stake marked P. 41; from which a live oak 16 inches in diameter bears South 80 deg. East, 27 links distant; thence North 85 deg. East, 1.03 chains to a stake marked P. 42; thence North 63 deg. East, 1.43 chains to a stake marked P. 43; thence South 79 3/4 deg. East, 0.68 chains to a stake marked P. 44; thence North 65 1/2 deg. East, 1.97 chains to a stake marked P. 45; thence North

83 3/4 deg. East, 0.75 chains to a stake marked P. 46; thence South 83 1/4 deg. East, 1.34 chains to a stake marked P. 47; thence North 80 1/2 deg. East, 0.78 chains to a stake marked P. 48; thence North 58 1/2 deg. East, 0.68 chains to a stake marked P. 49; thence North 39 1/2 deg. East, 0.65 chains to a stake marked P. 50; thence South 73 deg. East, 1.02 chains to a stake marked P. 51; thence North 80 3/4 deg. East, 2.02 chains to a stake marked P. 52; thence South 81 1/4 deg. East, 1.00 chains to a stake marked P. 53; thence South 87 3/4 deg. East, 1.26 chains to a stake marked P. 54; thence North 87 3/4 deg. East, 0.71 chains to a stake marked P. 55; thence South 83 deg. East, 1.52 chains to a stake marked P. 56; thence South 83 1/4 deg. East, 1.34 chains to a stake marked P. 57; thence South 82 deg. East, 1.00 chains to a stake marked P. 58 from which a white oak 8 inches in diameter bears North 68 deg. East 25 links distant; thence South 81 deg. East, 2.05 chains to a stake marked P. 59; thence South 85 3/4 deg. East, 1.35 chains to a stake marked P. 60; thence North 80 1/2 deg. East, 1.27 chains to a stake marked P. 61; thence South 82 1/4 deg. East, 0.76 chains to a stake marked P. 62; thence South 58 3/4 deg. East, 0.93 chains to a stake marked P. 63; thence South 53 deg. East, 0.84 chains to a stake marked P. 64; thence South 71 3/4 deg. East, 1.21 chains to a stake marked P. 65; thence South 60 1/2 deg. East, 1.02 chains to a stake marked P. 66; thence South 54 1/2 deg. East 1.11 chains to a stake marked P. 67; thence South 87 1/4 deg. East, 0.89 chains to a stake marked P. 68; thence South 71 3/4 deg. East, 0.81 chains to a stake marked P. 69; thence South 59 3/4 deg. East, 1.36 chains to a stake marked P. 70; thence South 46 deg. East, 1.07 chains to a stake marked P. 71; thence South 52 3/4 deg. East, 1.14 chains to a stake marked P. 72; thence South 60 1/4 deg. East, 1.22 chains to a stake marked P. 73; thence South 67 deg. East, 1.25 chains to a stake marked P. 74; from which a live oak 16 inches in diameter bears North 53 1/2 deg. East, 5 links distant; thence South 80 deg. East, 0.67 chains to a stake marked P. 75; thence South 57 deg. East, 0.83 chains to a stake marked P. 76; thence South 29 3/4 deg. East, 1.05 chains to a stake marked P. 77; thence South 15 1/4 deg. East, 1.78 chains to a stake marked P. 78; thence South 17 3/4 deg. East, 1.35 chains to a stake marked P. 79; thence South 32 deg. East, 0.77 chains to a stake marked P. 80; thence South 37 3/4 deg. East, 1.27 chains to a stake marked P. 81; thence South 41 1/4 deg. East, 1.10 chains to a stake marked P. 82; thence South 20 deg. East, 2.00 chains to a stake marked P. 83; thence South 42 1/2 deg. East, 1.40 chains to a stake marked P. 84; thence South 52 1/4 deg. East, 1.09 chains to a stake marked P. 85; thence South 23 3/4 deg. East, 0.88 chains to a stake marked P. 86; thence South 27 1/4 deg. East 1.58 chains to a stake marked P. 87; thence South 66 deg. East, 1.29 chains to a stake marked P. 88; thence South 31 deg. East, 1.15 chains to a stake marked P. 89; thence South 33 1/2 deg. East, 1.78 chains to a stake marked P. 90; thence South 19 deg. East, 2.48 chains to a stake marked P. 91; thence South 43 1/2 deg. East, 2.37 chains to a stake marked P. 92; thence South 66 1/4 deg. East, 2.64 chains to a stake marked P. 93; thence North 50 3/4 deg. East, 6.50 chains to a stake marked P. 94; thence North 75 deg. East, 2.65 chains to a stake marked P. 95; thence North 51 deg. East, 2.64 chains to a stake marked P. 96

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

PARCEL 3

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

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

PARCEL 4

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

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

PARCEL 5

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

PARCEL 6

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

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

PARCEL 7

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

PARCEL 8

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

PARCEL 9

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

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

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

PARCEL 10

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

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

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

PARCEL 11

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

PARCEL 12

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

PARCEL 13

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

PARCEL 14

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

PARCEL 15

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

PARCEL 16

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

PARCEL 17

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

PARCEL 18

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

PARCEL 19

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

PARCEL 20

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

PARCEL 21

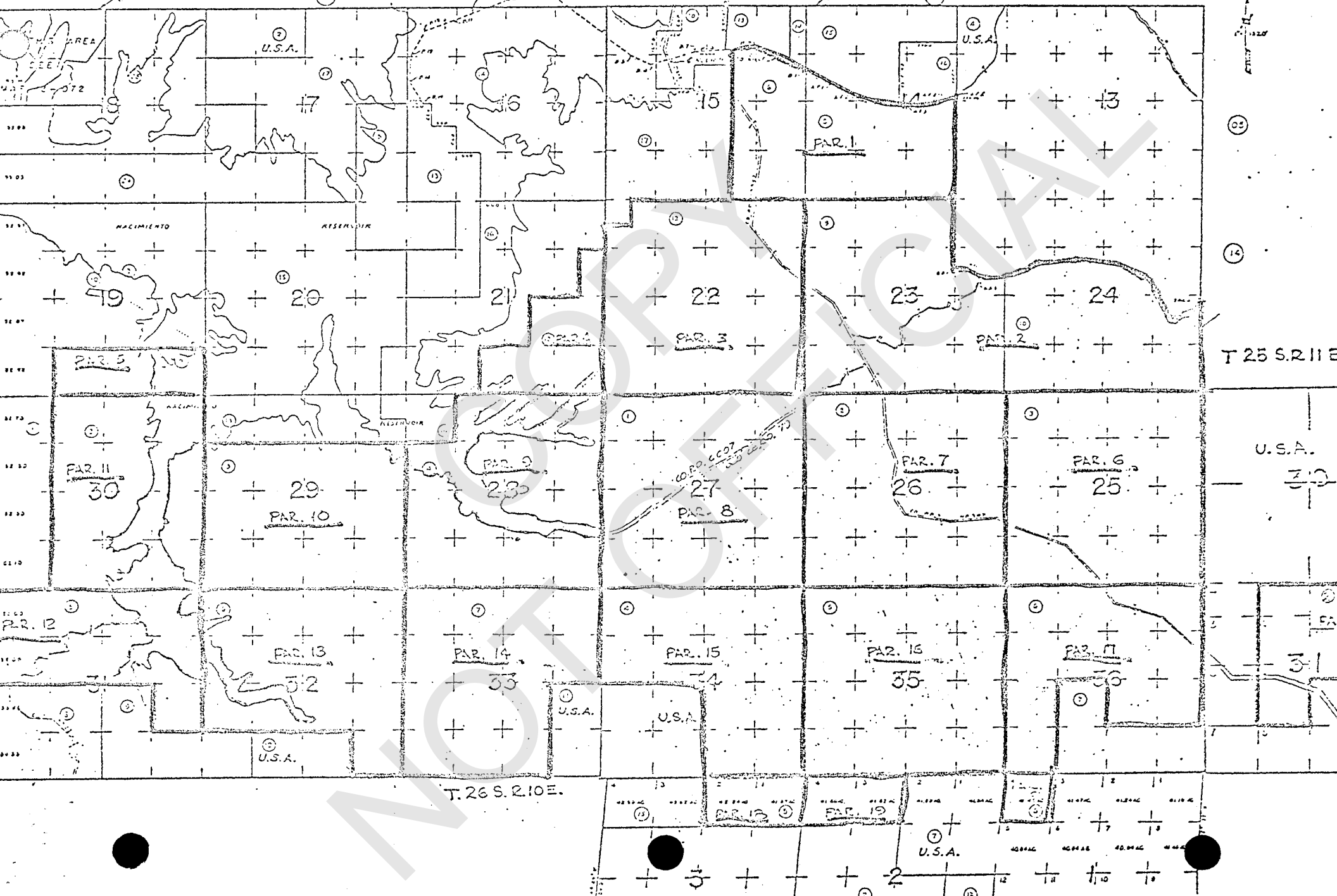
Government Lots 1, 4 and 5 and the Northeast 1/4 of Section 31, Township 25 South, Range 11 East, Mount Diablo Meridian in the County of San Luis Obispo, State of California according to the official plat or plats of the survey of said lands returned to the General Land Office by the Surveyor General.

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

PARCEL 22

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

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



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

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

15 IN WITNESS WHEREOF, the Declarant, HERITAGE RANCH AND
16 CATTLE COMPANY, a California corporation, has executed this
17 Amendment and Modification of Declaration of Conditions,
18 Covenants and Restrictions on July 7th, 1972.

19 HERITAGE RANCH AND CATTLE COMPANY

20 By *N. Linda Hunt*

21 By *Robert W. Johnson* ^{Pres.}

22 *Ray Jones*

LAW OFFICE
REDWINE AND BIERHULL
SUITE 200
GREENSBORO BUILDING
RIVERSIDE, CALIFORNIA 92501
TELEPHONE 864-2880

28912

1677-576

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

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

13 *Kay F. Boronga*
14 Notary Public in and for said County
15 and State.



21833

END OF DOCUMENT

(-3-)

vs 1677-577

KM

2nd Amendment

DOC. NO. 24080
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CALIF.
WILLIAM E. ZIMARIK,
COUNTY RECORDER

07353427F 000004.00 RECR
07353427F 000004.00FA

JUL 27 1972

TIME 11:15 AM

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

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

4 WHEREAS, on May 25, 1972, a Declaration of Conditions,
5 Covenants and Restrictions on Tract 446, Big Valley Estates Unit
6 No. 2 was recorded as Document No. 16592, Official Records, County
7 of San Luis Obispo, State of California; and

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

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

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

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

21 HERITAGE RANCH AND CATTLE COMPANY, A CALIFORNIA
22 CORPORATION, HEREBY AMENDS THE DECLARATION OF CONDITIONS, COVENANTS
23 AND RESTRICTIONS RECORDED ON MAY 25, 1972, AS DOCUMENT NUMBER
24 16592, OFFICIAL RECORDS, SAN LUIS OBISPO COUNTY, STATE OF
25 CALIFORNIA, IN THE FOLLOWING PARTICULARS:

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

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

22 (1581)

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

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

9 HERITAGE RANCH AND CATTLE COMPANY

10 By [Signature]

11 By [Signature]

12
13 STATE OF CALIFORNIA)
14 COUNTY OF RIVERSIDE)

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

25 [Signature]
26 Notary Public in and for said County
and State.



2A080

Recording Requested By:
FIRST AMERICAN TITLE INSURANCE CO.

When Recorded Mail To:
Heritage Ranch and Cattle Company
7 Brockton Ave. Suite 200
Riverside, California 92506

DOC. NO. **9037**
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CAL

MAR 27 1974

WILLIAM E. ZIMARIK **COMPARER**
COUNTY RECORDER
TIME 8:00 A.M.

03030#27# 000009.00FA

110 22-
500, 36

*3rd
Amendment*

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

WHEREAS, on May 25, 1972, a Declaration of Conditions, Covenants and Restrictions on Tract 446, Big Valley Estates Unit No. 2 was recorded as Document No. 16592, Official Records, County of San Luis Obispo, State of California; and

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

WHEREAS, HERITAGE RANCH AND CATTLE COMPANY has previously recorded a first Modification and Amendment to the said Declaration of Conditions, Covenants and Restrictions on July 10, 1972, as Document No. 21893, Official Records, County of San Luis Obispo, State of California; and

WHEREAS, HERITAGE RANCH AND CATTLE COMPANY has previously recorded a second Modification and Amendment to the said Declaration of Conditions, Covenants and Restrictions on July 27, 1972, as Document No. 24080, Official Records, County of San Luis Obispo, State of California; and

WHEREAS, HERITAGE RANCH AND CATTLE COMPANY and each of the undersigned were and now are the owners of Seventy-five Percent (75%) or more of the lots in Tract 446; and

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

WHEREAS, HERITAGE RANCH AND CATTLE COMPANY has secured the consent of the Real Estate Commissioner of the State of California to this Amendment

9037

and Modification of the said Declaration of Conditions, Covenants and Restrictions.

HERITAGE RANCH AND CATTLE COMPANY, A CALIFORNIA CORPORATION, AND EACH OF THE UNDERSIGNED OWNERS, HEREBY AMENDS THE DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS RECORDED ON MAY 25, 1972, AS DOCUMENT NUMBER 16592, OFFICIAL RECORDS, SAN LUIS OBISPO COUNTY, STATE OF CALIFORNIA, IN THE FOLLOWING PARTICULARS :

1. Section 3 of ARTICLE IX is hereby deleted. The said deleted Section 3 reads as follows :

"Section 3. No lot in this Tract shall be used except for single family residential purposes. No mobile home shall be erected, placed or permitted to remain on any lot in this Tract other than one detached, mobile home residence dwelling designed only for human habitation, and such attached structures and outbuildings as are usually accessory to a single family mobile home dwelling, including a private carport, patio, cabana and one (1) storage building not to exceed One Hundred (100) Square Feet of floor area, nor Eight (8) Feet in height, constructed with new materials and covered on the exterior sides and roof with cedar shingles or shake roof. The building shall have only one (1) door and not more than one (1) window ; said building shall be located toward the rear of the mobile home lot. "

2. There is hereby substituted in place and stead of said Section 3 of ARTICLE IX the following :

"Section 3. No lot in this Tract shall be used except for single family residential purposes. No mobile home shall be erected, placed or permitted to remain on any lot in this Tract other than one detached, mobile home residence dwelling designed only for human habitation, and such attached structures and outbuildings as are usually accessory to a single family mobile home dwelling, including a private carport, patio, cabana and one (1) storage building not to exceed One Hundred (100) Square Feet of floor area, nor Eight (8) Feet in height, constructed with new materials and covered on the exterior sides and roof with either cedar shingles and shake roof, or the said storage building may be covered with aluminum siding and roofing materials. The building shall have only one (1) door and not more than one (1) window ; said building shall be located toward the rear of the mobile home lot. "

IN WITNESS WHEREOF, the Declarant, HERITAGE RANCH AND CATTLE COMPANY, a California corporation, and each of the undersigned persons designated as an Owner, have executed this Amendment and Modification of Declaration of Conditions, Covenants and Restrictions on March 1, 1974.

HERITAGE RANCH AND CATTLE COMPANY

W. Gordon Heath
W. Gordon Heath

By W. Gordon Heath President

Attorney in Fact for

By Kenneth J. Rayford Secretary

OWNERS:

Calvin Abbott

by W. Gordon Heath Attorney in Fact

David L. Ankeny & Geraldine J. Ankeny

by W. Gordon Heath Attorney in Fact

LeRoy J. Begg & Janet M. Begg

by W. Gordon Heath Attorney in Fact

Raymond V. Best & Margaret D. Best

by W. Gordon Heath Attorney in Fact

Arthur C. Bohart & Ruth J. Bohart

by W. Gordon Heath Attorney in Fact

Herman L. Boyd & Naomi C. Boyd

by W. Gordon Heath Attorney in Fact

Arthur S. Bullman

by W. Gordon Heath Attorney in Fact

Frederick P. Bumpass & Leona J. Bumpass

by W. Gordon Heath Attorney in Fact

Leonard J. Cetti & Rilla Ann Cetti

by W. Gordon Heath Attorney in Fact

Thomas A. Chrones

by W. Gordon Heath Attorney in Fact

Richard R. Coakes & Sharon A. Coakes

by W. Gordon Heath Attorney in Fact

Aims C. Crozier & Geraldine R. Crozier

by W. Gordon Heath Attorney in Fact

Owen K. Day & Ora A. Day

by W. Gordon Heath Attorney in Fact

Joseph F. Delbane & Marjorie DelBane

by W. Gordon Heath Attorney in Fact

Carl H. Drenske

by W. Gordon Heath Attorney in Fact

Harold W. Duncan & Martha J. Duncan

by W. Gordon Heath Attorney in Fact

Edmund J. Gelinas & Sophia J. Gelinas

by W. Gordon Heath Attorney in Fact

Glenn G. Gooder & Virginia S. Gooder

by W. Gordon Heath Attorney in Fact

Jack Harnish

by W. Gordon Heath Attorney in Fact

Barney Hilger & Vada Hilger

by W. Gordon Heath Attorney in Fact

Thomas F. Hustace & Margaret J. Hustace

by W. Gordon Heath Attorney in Fact

James A. Jeffery

by W. Gordon Heath Attorney in Fact

Lory L. Johnson

by W. Gordon Heath Attorney in Fact

9037

Orville J. Johnson & Myra B. Johnson

by W. Gordon Heath Attorney in Fact

Delbert L. Kelly & Jamesina E. Kelly

by W. Gordon Heath Attorney in Fact

Richard G. Largarticha & Norma M. Largarticha

by W. Gordon Heath Attorney in Fact

Robert H. Lyons & Margaret M. Lyons

by W. Gordon Heath Attorney in Fact

Arthur L. Maloy

by W. Gordon Heath Attorney in Fact

Damaso L. Marzo & Justa P. Marzo

by W. Gordon Heath Attorney in Fact

Herbert E. Morriscal

by W. Gordon Heath Attorney in Fact

Donald H. Neal & Eleanor S. Neal

by W. Gordon Heath Attorney in Fact

Charles M. Noriega

by W. Gordon Heath Attorney in Fact

Leonard E. Pascone & Phyllis G. Pascone

by W. Gordon Heath Attorney in Fact

Robert C. Prenovost

by W. Gordon Heath Attorney in Fact

William G. Purnell & Margaret L. Purnell

by W. Gordon Heath Attorney in Fact

Martin R. Ramseier & Evelyn N. Ramseier

by W. Gordon Heath Attorney in Fact

Eugene A. Roberts

by W. Gordon Heath Attorney in Fact

Charles F. Rockhold & Virginia L. Rockhold

by W. Gordon Heath Attorney in Fact

Forrest W. Smith & Stella B. Smith

by W. Gordon Heath Attorney in Fact

Robin J. Spriggs & Mary L. Spriggs

by W. Gordon Heath Attorney in Fact

Roy E. Thompson & Donna E. Thompson

by W. Gordon Heath Attorney in Fact

Roger J. Tighe, Jr. & Barbara J. Tighe

by W. Gordon Heath Attorney in Fact

Horace F. Turner & Roberta S. Turner

by W. Gordon Heath Attorney in Fact

Frank J. Viera & Barbara A. Viera

by W. Gordon Heath Attorney in Fact

Hubert P. Wash

by W. Gordon Heath Attorney in Fact

Ken Walters

by W. Gordon Heath Attorney in Fact

Powers of Attorney recorded concurrently

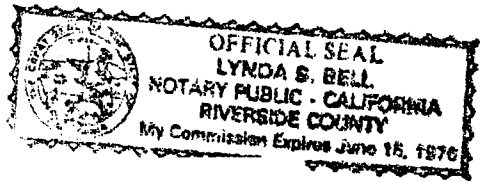
STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On March 1, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared W. Gordon Heath known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of Calvin Abbott, David L. Ankeny & Geraldine J. Ankeny, Leroy J. Begg and Janet M. Begg, Raymond V. Best & Margaret D. Best, Arthur C. Bohart & Ruth J. Bohart, Herman L. Boyd & Naomi C. Boyd, Arthur S. Bullman, Frederick P. Bumpass & Leona J. Bumpass, Leonard J. Cetti & Rilla Ann Cetti, Thomas A. Chrones, Richard R. Coakes & Sharon A. Coakes, Aims C. Crozier & Geraldine R. Crozier, Owen K. Day & Ora A. Day, Josephine F. Delbane & Marjorie DelBane, Carl H. Drenske, Harold W. Duncan & Martha J. Duncan, Edmund J. Gelinas & Sophia J. Gelinas, Glenn G. Gooder & Virginia S. Gooder, Jack Harnish, Barney Hilger & Vada Hilger, Thomas F. Hustace & Margaret J. Hustace, James A. Jeffery, Lory L. Johnson, Orville J. Johnson & Myra B. Johnson, Delbert L. Kelly & Jamesina E. Kelly, Richard G. Largariticha & Norma M. Largariticha, Robert H. Lyons & Margaret M. Lyons, Arthur L. Maloy, Damaso L. Marzo & Justa P. Marzo, Herbert E. Morrical, Donald H. Neal & Eleanor S. Neal, Charles M. Noriega, Leonard E. Pascone & Phyllis G. Pascone, Robert C. Prenovost, William G. Purnell & Margaret L. Purnell, Martin R. Ramseier & Evelyn N. Ramseier, Eugene A. Roberts, Charles F. Rockhold & Virginia L. Rockhold, Forrest W. Smith & Stella B. Smith, Robin J. Spriggs & Mary L. Spriggs, Roy E. Thompson & Donna E. Thompson, Roger J. Tighe, Jr., & Barbara J. Tighe, Horace F. Turner & Roberta S. Turner, Frank J. Viera & Barbara A. Viera, Hubert P. Wash, Ken Watters and acknowledged that he subscribed his name as the Attorney in Fact for the above parties thereto as principals, and his own name as Attorney in Fact.

WITNESS my hand and official seal.

Signature Lynda S. Bell
Lynda S. Bell
 Name (Typed or Printed)



STATE OF CALIFORNIA }
 COUNTY OF Riverside } ss.

On March 1, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared W. Gordon Heath known to me to be the President, and Kenneth T. Radford known to me to be the Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Lynda S. Bell
Lynda S. Bell
 Name (Typed or Printed)



VOL 1771 PAGE 121

(This area for official notarial seal)

Form 3002 (Corporation) First American Title Company

DOCUMENT

VOL 1771 PAGE 123

9037

AFTER RECORDING MAIL TO:

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

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

JUL 23 1976

COMPARED
WILLIAM E. ZIMARIK
COUNTY RECORDER

TIME 8 00 AM

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

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

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

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

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

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

(b) Section 1, Article IV shall read:

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

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

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

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

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

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

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

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

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

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

28843

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

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

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

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

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

- (a) Article I, Section 22, Paragraph 3 is hereby changed to read:
 - (3) Each individual dwelling unit or dwelling area of any multiple family residential building.
- (b) Article I, Section 22, Paragraph 7 is deleted.
- (c) Article III, Section 1, delete the words Charter Life Memberships.
- (d) Article III, Section 5, delete (e) Charter Life Members.
- (e) Article XI, Section 6, as to all tracts except Tract 447, delete the existing paragraph and insert the following:

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

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

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

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

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

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

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

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

Size and Placement of Residence and Structure.

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

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

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

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

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

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

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

THE SIX CORPORATION

BY: [Signature] ASSISTANT V.P.

BY: [Signature]

STATE OF CALIFORNIA

COUNTY OF San Luis Obispo } ss.

On July 1, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas H. Rodriguez

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

known to me to be the Asst. Secretary of the corporation that executed the within instrument,

and known to me to be the persons who executed the within

instrument on behalf of the corporation therein named, and ac-

knowledged to me that such corporation executed the within

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

directors.

WITNESS my hand and official seal.

Signature

[Signature]

Toni D. Dodson

Name (Typed or Printed)



(This area for official notarial seal)

For (Corporation) First American Title Company

28843

END OF DOCUMENT

VOL 1911 PAGE 449

RECORDING REQUESTED BY:
First American Title Co.

9/14/81 1426 4 5.00
5.00 PM

AND WHEN RECORDED RETURN TO:
Heritage Ranch Owners' Association
100 Review Drive
Pasadena, CA 93446

DOC. NO. 42594
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CAL
SEP 14 1981
WILLIAM E. ZIMARIK
COUNTY RECORDER
TIME 3:30 PM

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

TRACT 446

WHEREAS, on May 25, 1972 a Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document No. 16592 in Book 1670, Page 441 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 10, 1972 a first amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document No. 21893 in Book 1677, Page 575 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 27, 1972 a second amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document No. 24080 in Book 1680, Page 462 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on March 27, 1974 a third amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document No. 9037 in Book 1771, Page 117 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 23, 1976 a fourth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document No. 28843 in Book 1911, Page 447 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, the following amendment has been adopted by an instrument in writing signed by more than seventy-five percent (75%) of the owners in Tract 446.

NOW, THEREFORE, HERITAGE RANCH OWNERS' ASSOCIATION hereby amends the above-referenced Covenants, Conditions and Restrictions for Tract 446 as follows:

ARTICLE IX, Section 3:

This section shall read..."No lot in this Tract shall be used except for single family residential purposes. No mobile home shall be erected, placed or permitted to remain on any lot in this Tract other than one detached mobile home residence dwelling designed for human habitation, and such attached structures and other buildings as are usually accessory to a single family mobile home dwelling, including a private carport, patio, cabana and storage building(s). The combined total floor area of storage buildings shall not exceed two hundred (200) square feet, nor shall the height of such buildings exceed the height of the carport. All accessory buildings must be constructed of new materials and approved by the appropriate Architectural and Environmental Control Committee (AECC). Structure/structures shall be located toward the rear of the mobile home lot."

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 446 on this 14 day of September, 1981.

HERITAGE RANCH OWNERS' ASSOCIATION

By Thomas A. Chrones
Thomas A. Chrones, President

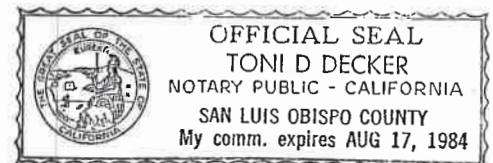
STATE OF CALIFORNIA }
COUNTY OF SAN LUIS OBISPO } ss.

On September 14 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas A. Chrones, known to me to be the President of the Corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its Covenants, Conditions and Restrictions or a resolution of its Board of Directors.

WITNESS my hand and official seal

Signature Toni D. Decker

Toni D. Decker



RECORDING REQUESTED BY:

First American Title Co.

AND WHEN RECORDED RETURN TO:

Heritage Ranch Owners Association
39 Heritage Road
Paso Robles, CA 93446

DOC. NO. 029199
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CA

MAY 29 1985
FRANCIS M. COONEY
County Clerk-Recorder
TIME 8:00 AM

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

TRACT 446

WHEREAS, on May 25, 1972 a Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 16592 in Book 1670, page 441 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 10, 1972 a first amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 21893 in Book 1677, page 575 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 27, 1972 a second amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 24080 in Book 1680, page 462 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on March 27, 1974 a third amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 9037 in Book 1771, page 117 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 23, 1976 a fourth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 28843 in Book 1911, page 447 of Official Records, County of San Luis Obispo, State of California; and



First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or to its effect upon the title to any real property that may be described therein.

WHEREAS, on September 14, 1981 a fifth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 42504 in Book 2355, page 377 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, the following amendment has been adopted by an instrument in writing signed by more than seventy-five percent (75%) of the owners in Tract 446.

NOW, THEREFORE, HERITAGE RANCH OWNERS ASSOCIATION hereby amends the above-referenced Covenants, Conditions and Restrictions for Tract 446 as follows:

ARTICLE XI, Section 6:

This section shall read...

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

IN WITNESS WHEREOF, HERITAGE RANCH OWNERS ASSOCIATION, a California Corporation, has executed this Modification and Amendment to the Declaration of Covenants, Conditions and Restrictions for Tract 446 on this 8th day of May, 1985.

HERITAGE RANCH OWNERS ASSOCIATION

By Elaine M. Delkener
Elaine M. Delkener, President

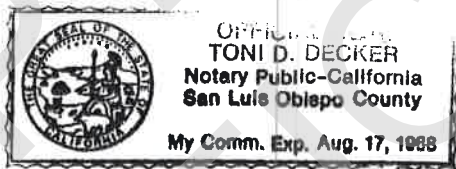


STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) ss.

On May 8, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared Elaine M. Delkener, known to me to be the President of the Corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its Covenants, Conditions and Restrictions or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature Toni D. Decker
Toni D. Decker



Heritage Ranch Owners Association

AND WHEN RECORDED RETURN TO:

Heritage Ranch Owners Association
3945 Heritage Road
Paso Robles, Ca. 93446

Doc No: 2001-004735

Official Records
San Luis Obispo Co.
Julie L. Rodewald
Recorder
Jan 25, 2001
Time: 14:17

[2]

Rpt No: 00006136

RF -1 10.00

TOTAL 10.00

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

Tract 446

WHEREAS, on May 25, 1972, a Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 16592 in Book 1670, page 441 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 10, 1972, a first amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 21893 in Book 1677, page 575 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 27, 1972, a second amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 24080 in Book 1680, page 462 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on March 27, 1974, a third amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 9037 in Book 1771, page 117 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 23, 1976, a fourth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 28843 in Book 1911, page 447 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on September 14, 1981, a fifth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 42504 in Book 2355, page 377 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on May 29, 1985, a sixth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 29199 in Book 2711, page 537 of Official Records, County of San Luis Obispo, State of California; and

Doc No: 2001-045662

Rpt No: 00057623

Heritage Ranch Owners Association

Official Records
San Luis Obispo Co.
Julie L. Rodewald
Recorder

RF -1 13.00

AND WHEN RECORDED RETURN TO:

Jun 25, 2001
Time: 11:52

Heritage Ranch Owners Association
3945 Heritage Road
Paso Robles, Ca. 93446

[3]

TOTAL 13.00

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

Tract 446

WHEREAS, on May 25, 1972, a Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 16592 in Book 1670, page 441 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 10, 1972, a first amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 21893 in Book 1677, page 575 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 27, 1972, a second amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 24080 in Book 1680, page 462 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on March 27, 1974, a third amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 9037 in Book 1771, page 117 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 23, 1976, a fourth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 28843 in Book 1911, page 447 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on September 14, 1981, a fifth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 42504 in Book 2355, page 377 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on May 29, 1985, a sixth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 29199 in Book 2711, page 537 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on January 25, 2001, a seventh amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 2001-004735 as Rpt No 00006136 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, the following amendment has been approved by a Court Order, signed by Judge of the Superior Court, Roger T. Picquet, as a result of Civil Case #CV 010398 dated May 23, 2001.

NOW, THEREFORE, HERITAGE RANCH OWNERS ASSOCIATION hereby amends the above-referenced Covenants, Conditions and Restrictions for Tract 446 as follows:

ARTICLE IX. SECTION 1

"Every mobile home constructed or placed on a lot in this Tract shall contain a minimum of Four Hundred Eighty (480) square feet of fully enclosed floor area, devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages and other outbuildings). Every mobile home shall be single story, at least Forty (40) feet in length, and a maximum width of Forty (40) feet; provided however, that in all cases, the mobile home shall not exceed size limitations imposed by applicable setback requirements as set forth in Section 4 of this Article."

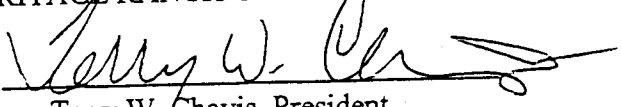
ARTICLE IX. SECTION 4

"No mobile home, improvement or structure shall be erected on any lot in this Tract unless within the building setback lines (except fences or walls where approved or required by the appropriate Architectural and Environmental Control Committee). The following are the minimum dimensions for front, side and rear setbacks on all lots in this Tract:

- (a) Twenty (20) feet from the front line of each lot abutting the street.
- (b) Twenty (20) feet from the rear line of each lot.
- (c) Five (5) feet from the side line of each lot."

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 446 on this 14th day of June, 2001.

HERITAGE RANCH OWNERS ASSOCIATION

By: 
Terry W. Chavis, President

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

On June 20, 2001, before me, Janet Laursen, Notary Public, personally appeared Terry W. Chavis, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Janet Laursen
Signature of Notary

RECORDING REQUESTED BY:
Heritage Ranch Owners Association

12-5
-1
JULIE RODEWALD
San Luis Obispo County – Clerk/Recorder

DAR
12/05/2001
10:15 AM

Recorded at the request of
Public

AND WHEN RECORDED RETURN TO:

DOC#: **2001094228**

Titles: 1 Pages: **5**

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



Fees	19.00
Taxes	0.00
Others	0.00
PAID	<u>\$19.00</u>

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

Tract 446

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WHEREAS, on July 10, 1972, a first amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 21893 in Book 1677, page 575 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 27, 1972, a second amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 24080 in Book 1680, page 462 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on March 27, 1974, a third amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 9037 in Book 1771, page 117 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 23, 1976, a fourth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 28843 in Book 1911, page 447 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on September 14, 1981, a fifth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 42504 in Book 2355, page 377 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on May 29, 1985, a sixth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 29199 in Book 2711, page 537 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on January 25, 2001, a seventh amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 2001-004735 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on June 25, 2001, an eighth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 2001-045662 of Official Records, County of San Luis Obispo, State of California; and

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

NOW, THEREFORE, HERITAGE RANCH OWNERS ASSOCIATION hereby amends the above-referenced Covenants, Conditions and Restrictions for Tract 446 as follows:

Amendment
9 Article III, Section 2 shall read:

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

Article III, Section 3(a) shall read:

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

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

Article IV, Section 1(c) shall read:

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

Article IV, Section 2 shall read:

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

Article IV, Section 3 shall read:

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

Article VIII, Section 4(b) shall read:

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

Article VIII, Section 5 shall read:

“Section 5. Each lot owner in this Tract shall construct or cause to be constructed upon the owner’s lot an attached wood or concrete patio floor and appropriate roof structure having not less than One Hundred (100) square feet of area and two off-street parking spaces at such time as the lot is improved with a mobile home. Each space shall be of sufficient size to accommodate a standard size automobile and at least one of the parking spaces shall be in the form of a carport constructed in accordance with the rules and regulations of the appropriate Architectural and Environmental Control Committee.”

Article IX, Section 2 shall read:

“Section 2. Whenever two or more contiguous lots in the subdivision shall be owned by the same person, such person shall use the said two or more lots as a site for a single mobile home. The lots constituting the site for such single mobile home shall be treated as a single lot for

the purpose of applying these restrictions to said lots, so long as the lot is being improved with a single mobile home.”

Article XI, Section 7 shall read:

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

Article XI, Section 17 shall read:

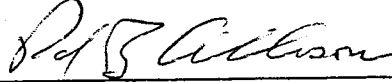
“Section 17. No outside toilet shall be constructed upon any lot. All plumbing, fixtures, dishwashers, toilets or sewage disposal systems shall be connected to the community sewage system. All discharge of sewage and waste water from each mobile home must be made into the sanitary sewer system from the mobile home by a connection pipe, equipment or device, the type of which has, from time to time, been approved by the appropriate Architectural and Environmental Control Committee or the mobile home lot owner must submit specifications of the owner’s connection pipe, equipment or device to the appropriate Architectural and Environmental Control Committee, which must approve any such unit prior to its use.”

Article XIV, Section 1 shall read:

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

IN WITNESS WHEREOF, HERITAGE RANCH OWNERS ASSOCIATION, a California Corporation, has executed these Modifications and Amendments to the Declaration of Covenants, Conditions and Restrictions for Tract 446 on the 13th day of July, 2001.

HERITAGE RANCH OWNERS ASSOCIATION

By: 
Ralph B. Allison, President

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

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

Janet Laurson



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