



HERITAGE RANCH PLANNED COMMUNITY

COVENANTS, CONDITIONS AND RESTRICTIONS

TRACT #452

(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.

The undersigned hereby certifies that this is a true and correct copy of the original Document or Instrument. # 16279
FIRST AMERICAN TITLE COMPANY OF SAN LUIS OBISPO

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

HERITAGE RANCH AND CATTLE COMPANY

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 452, Twin Lakes Unit No. 1, as recorded in Book 8, Pages 31 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 homesites, condominiums, mobile homesites, recreational vehicle sites.

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

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

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

which the lot abuts.

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

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

Section 19. The term "Heritage Ranch Conditions, Covenants and Restrictions" shall mean, with respect to all property within the Heritage Ranch, the limitations, restrictions, covenants and conditions set forth in this Declaration, as such Declaration may from time to time be amended pursuant to ARTICLE XII, Section 4, and, with respect to any property which is annexed pursuant to ARTICLE II, a Declaration of Conditions, Covenants and Restrictions imposed by Declarant, filed with respect to such annexed property pursuant to ARTICLE II, which Declaration is sometimes referred to as a Supplementary Declaration of Conditions, Covenants and Restrictions.

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

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

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

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

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

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

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

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

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

(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.

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

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

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

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

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

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

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

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

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

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

(2) Self-propelled Motor Homes designed for temporary periods of occupancy.

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

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

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

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

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

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

Section 35. The term "Tract" shall mean and refer to that certain real property hereinbefore described as Tract 452, Twin Lakes, Unit No. 1, Official Records, County of San Luis Obispo.

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

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

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

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

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

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTY

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

Section 1. Annexation Without Approval and Pursuant to General Plan. Declarant may, in its sole discretion, from time to time, annex all or any part of the real property described in Exhibit "B" and as delineated on Exhibit "A" to this tract and to the Association. Upon such annexation, such real property shall become subject to the jurisdiction and a part of the Association without the approval, assent or vote of the Association or its members, providing and on condition that Declarant imposes conditions, covenants and restrictions applicable to such property, which are substantially similar to this Declaration of Conditions, Covenants and Restrictions, provided, however, such Conditions, Covenants and Restrictions imposed by Declarant shall contain provisions which declarant deems appropriate for the development of the particular type of use being created for the real property being annexed; Declarant shall, in adopting such Conditions, Covenants and Restrictions on annexed property, modify, amend, delete and add:

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

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

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

(b) When Declarant records a Declaration of Covenants, Conditions and Restrictions on any real property to be annexed, the recordation of such Declaration of Conditions, Covenants and Restrictions shall constitute and effectuate the annexation of the said real property described in such Declaration of Conditions, Covenants and Restrictions, making said real property subject to the functions, powers and jurisdiction of the Association, and thereafter all of the owners of lots in said real property shall automatically

be members of the Association.

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

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

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

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

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

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

ARTICLE III

MEMBERSHIP

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

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 his 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.

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

Type A. Each owner who is entitled to the rights of membership in the Association, as provided in Section 1 and in the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, shall be entitled to one (1) vote for each lot owned by such owner on all matters properly submitted for vote to the membership of the Association; ~~provided, however, that every~~ owner entitled to vote at any election or removal of the members of the Board of Directors may cumulate his 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.

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

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

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

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

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

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

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members' Easements of Enjoyment.

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

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

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

(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 his 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.

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

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

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

(f) (i) The County of San Luis Obispo, in consideration of granting exceptions to zoning and subdivision requirements, and thereby authorizing the development of the ~~HERITAGE RANCH~~, and in particular this Tract 452, may enforce the provisions of this Declaration relating to the covenants pertaining to the Common Area within the property, in the event that Declarant, its successors and assigns, (including the Association) shall fail to maintain the Common Areas. The County assumes no obligation to enforce any of the Covenants, Conditions and Restrictions contained herein. The rights of the County to enforce the Covenants, as they relate to maintenance of the Common Areas, shall only accrue in the event that the Common Areas, together with all improvements thereon, are not maintained in an orderly manner without constituting either a public or private nuisance. Declarant covenants, for the benefit of the County and for the benefit of owners of lots, that the Common Area within Tract 452, and that

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

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

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

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

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

Section 3. Waiver of Use. No member may exempt himself from personal liability for assessments duly levied by the Association, nor release the lot owned by him 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 his lot.

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

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

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

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

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal

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

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

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

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

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

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

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.

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

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

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stated to have been paid.

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

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

(b) The Common Area owned by the Association.

ARTICLE VI

ASSESSMENTS

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

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

within fifteen (15) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$10.00 per each delinquent assessment or installment of such assessment.

If any such assessment or installment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of Ten Percent (10%) per annum, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or any necessary proceedings to foreclose the lien provided for in Section 1 of this ARTICLE VI against the lot, and there shall be added to the amount of such assessment: a) the late charge, b) the costs of preparing and filing the complaint in such action, c) in the event a judgment is obtained, such judgment shall include said interest, court costs and a reasonable attorneys fee, d) in the event a foreclosure proceeding is commenced, then the costs and attorneys fees connected with the foreclosure. Each Owner vests in the Association or its assigns, their right and power to bring all actions at law or lien foreclosure proceedings against such Owner or other Owners for the collection of such delinquent assessments.

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

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

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

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

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

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

Section 7. Subordination of Assessment Liens. If any lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a deed of trust made in good faith and for value, and which is recorded prior to the recordation of such Notice of Foreclosure: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trust; (2) the foreclosure of the lien of such deed of trust or the acceptance of a deed in lieu of foreclosure of the deed of trust shall not operate to affect or impair the liens provided by this Declaration, except that the liens provided by this Declaration for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the deed of trust, with the foreclosure-purchaser or deed-in-lieu-grantee taking title free of the liens created by the provisions of this Declaration for all said charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, however, title shall be subject to the liens provided for in this Declaration for all said charges that shall accrue subsequent to the date of the completion of foreclosure or recordation of the deed given in lieu of foreclosure.

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ARTICLE VII

DUTIES AND POWERS OF THE ASSOCIATION

Section 1. Duties and Obligations of the Association. The Association shall have the obligations and duties, subject to the Heritage Ranch Declarations of Covenants, Conditions and Restrictions, to do and perform each and every of the following for the benefit of the owners, and for the maintenance and improvement of the properties of the Association and all properties annexed to this Tract, the Heritage Ranch Planned Community, and the Association.

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

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

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

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

lations of the Association according to the procedure set forth in the Eylaws.

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

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

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

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

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

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

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

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

ARTICLE VIII

ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEES

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

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

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

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

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

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

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

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

written request for review with the Board of Directors specifying each and every reason for any dissatisfaction with the appropriate Architectural and Environmental Control Committee's decision.

The Board of Directors, in its discretion, may consider the request for review and any additional information related to such request.

The Board of Directors may then reject the owner's appeal or upon the owner's request for appeal, reverse the Architectural and Environmental Control Committee's decision and the Board of Directors' decision shall be final. The appropriate Architectural and Environmental Control Committees, the Association, the Declarant, and the architects or agents shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects, and any work done according to such plans and specifications.

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

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

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

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

Section 6. Every building, dwelling, improvement or structure, the construction or placement of which is begun on any lot in this Tract shall have the exterior of the building improvement or structure, and all landscaping, completed within six (6) months after the beginning of such construction or placement of such building, improvement or structure on the lot, and the interior shall be completed within twelve (12) months from the commencement of such construction, placement of the building, dwelling, structure or improvement on such lot.

Section 7. Every building, dwelling, improvement or structure having a roof shall use a roof covering material of cedar shakes, wood shingles, asphalt shingles of brown, green or woodtone colors only having a weight per square of not less than 235 lbs., clay or cement tile, or built up roofing covered with colored rock or other material approved by the appropriate Architectural and

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Doc. # 132-30
3/22/77

Amended

Environmental Control Committee, provided, however, the appropriate Architectural and Environmental Control Committee may not, under any conditions, allow any asphalt shingles not hereinbefore specified, or rolled roofing to be used as a roof covering material.

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

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

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

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

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

ARTICLE IX

SIZE AND PLACE OF RESIDENCE AND STRUCTURE

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

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3/27/77*

Lot Nos. 106 through 114, 122 through 127, 147 through 149, 155 through 157, 204 through 206, 216 through 218, 221 through 225, 231 through 234, 246 through 252, 263 through 271: 480 square feet.

Lot Nos. 1 through 20, 25 through 48, 54 through 62, 66 through 92, 98 through 105, 119 through 121, 128 through 132, 144 through 146, 158 through 190, 195 through 203, 219 through 220, 235 through 245, 253 through 254, 260 through 262, 272: 720 square feet.

Lot Nos. 21 through 24, 49 through 53, 63 through 65, 93 through 97, 115 through 118, 140 through 143, 150 through 154, 191 through 194, 207 through 215, 226 through 230, 255 through 259: 960 square feet.

Each such dwelling shall be of single story construction; provided, however, that split level or two story residences may be constructed only on Lot Nos. 21 through 24, 49 through 53, 63 through 65, 93 through 97, 115 through 118, 140 through 143, 150 through 154, 191 through 194, 207 through 215, 226 through 230 and 255 through 259.

Section 2. Whenever two or more contiguous lots in the subdivision shall be owned by the same person, such person shall, if he so desires, use the said two or more lots as a site for a single dwelling house. The lots constituting the site for such single dwelling house shall be treated as a single lot for the

purpose of applying these restrictions to said lots, so long as the lot is being improved with a single dwelling house. For purposes of this Declaration, a "single story house" is defined as follows: The house shall appear as a single story house when viewed from the street. The maximum height of the structure shall not exceed seventeen (17) feet in height above the main floor level and the area above the main floor ceiling shall not be designed, built or used for habitable space. Storage space above the first floor ceiling is permissible. On lots which slope from front to rear, it shall be permissible to construct a limited lower floor area below the main floor which does not exceed one half the floor area of the main floor. In no event shall the main floor elevation be constructed more than eighteen (18) inches above the finished ground level along the elevation of the house facing any street when any partial floor is built below the main floor.

Section 3. No lot in this Tract (other than Lot 273) shall be used except for single family residential purposes. No structure shall be erected, placed or permitted to remain on any lot (except Lot 273) in this Tract other than one detached, single family residence dwelling and such outbuildings as are usually accessory to a single family residence dwelling, including a private garage or carport.

(a) Lot 273 shall only be used as a site for buildings to be used for religious worship (including, but not limited to, a church, synagogue, religious school and related residential buildings to house officials of the religious

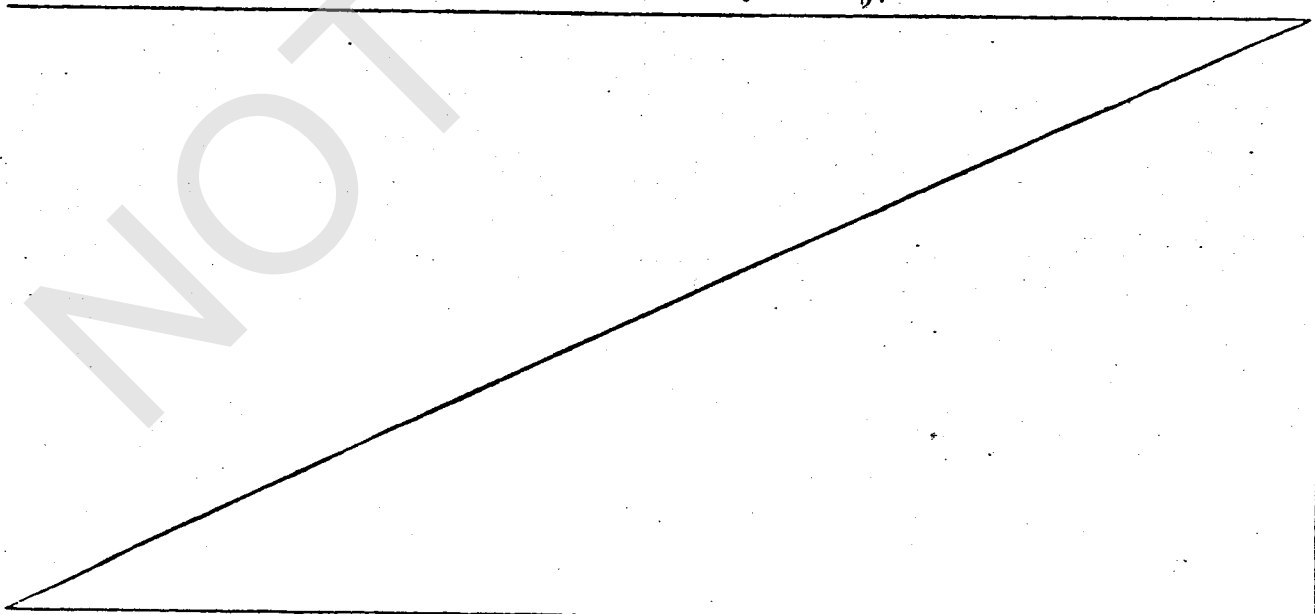
staff of the house of religious worship built on Lot 273. Any house of religious worship or residence erected, placed or permitted to remain on Lot 273 may be of two-story construction.

Section 4. Each lot in this Tract has a specified and dimensioned area set forth on the recorded Subdivision Tract Map, which limits the extent of the portion thereof upon which any improvement or structure can be constructed. No improvement or structure shall be erected on any lot in this Tract unless within the building setback lines (except fences or walls or roof overhangs 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) ^{Ten (10)} ~~Twenty (20)~~ feet from the rear line of each lot.

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4/10/88*



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

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

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

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

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

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

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

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

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, except the side of the lot which is within the area designated on the Subdivision Map of the Tract as the Building Area, said Building Area being delineated by

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

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

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

ARTICLE XI

GENERAL USE RESTRICTIONS

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

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

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

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

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

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

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

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

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

Section 10. No sign of any kind, or for any use or purpose whatsoever shall be erected, posted, pasted, painted or displayed upon any of said lots in this Tract, or upon any building improvement or other structure, except house numbering devices and signs giving notice that the property is for sale or lease, which signs shall not exceed five (5) square feet in size and shall be of a design and configuration commonly used in the area.

In no event shall this Section be deemed to place restrictions upon "For Sale" signs which are inconsistent with the provisions of Section 712 of the California Civil Code. It is further provided that the foregoing covenant shall not apply to the business activities, signs and billboards, if any, of Declarant, its agents and assigns, during the period of construction and sale of lots within the Heritage Ranch Planned Community.

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

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

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

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

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

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

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

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.

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

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

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

time to time.

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

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

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

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

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

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

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

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

and Restrictions shall be understood or construed to:

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

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

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

(d) Prevent Declarant from obtaining ingress and egress over the Common Area or exercising any rights, easements or licenses in, on, or over the Common Area, as more particularly reserved to Declarant in these Conditions, Covenants and 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 Heretofore Covenants, Conditions and Restrictions, their

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

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

Section 5. No delay or omission on the part of Declarant in exercising any rights, power or remedy herein provided, in the event of any breach of these Covenants,

Conditions or Restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein; nor shall a waiver of any breach as described herein be construed as a waiver of any subsequent breach. No right of action shall accrue nor shall any action be brought or maintained by anyone against Declarant for or on account of its failure to bring any action on account of any breach of these Covenants, Conditions and Restrictions, or for imposing conditions, covenants or restrictions in this Declaration which may be unenforceable by Declarant, its successors or assigns.

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

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

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

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

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

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

ARTICLE XIII

GRANTEE'S TITLE

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

- (a) The Conditions, Covenants, Restrictions and equitable servitudes as set forth herein;
- (b) Easements, reservations, conditions, covenants and rights of way of record;
- (c) The reservation to Declarant of all oil, gas, gasoline and other hydrocarbon substances

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

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

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

ARTICLE XIV

GRANTEE'S ACCEPTANCE

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 himself, his 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

1 servitudes and agreements.

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

6 ARTICLE XV

7 ANNEXATION

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

13 IN WITNESS WHEREOF, the undersigned, being the
14 Declarant herein, has hereunto set its hand and seal this 20th
15 day of April, 1973.

17 HERITAGE RANCH AND CATTLE COMPANY

18 *[Signature]*

STATE OF CALIFORNIA

COUNTY OF Riverside

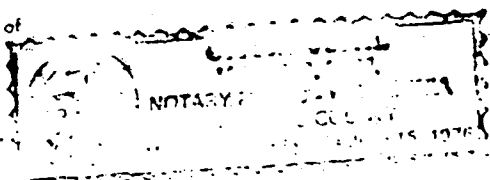
On April 20, 1973

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 Robert W. Tavenner

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

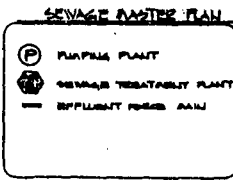
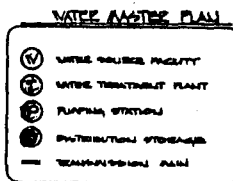
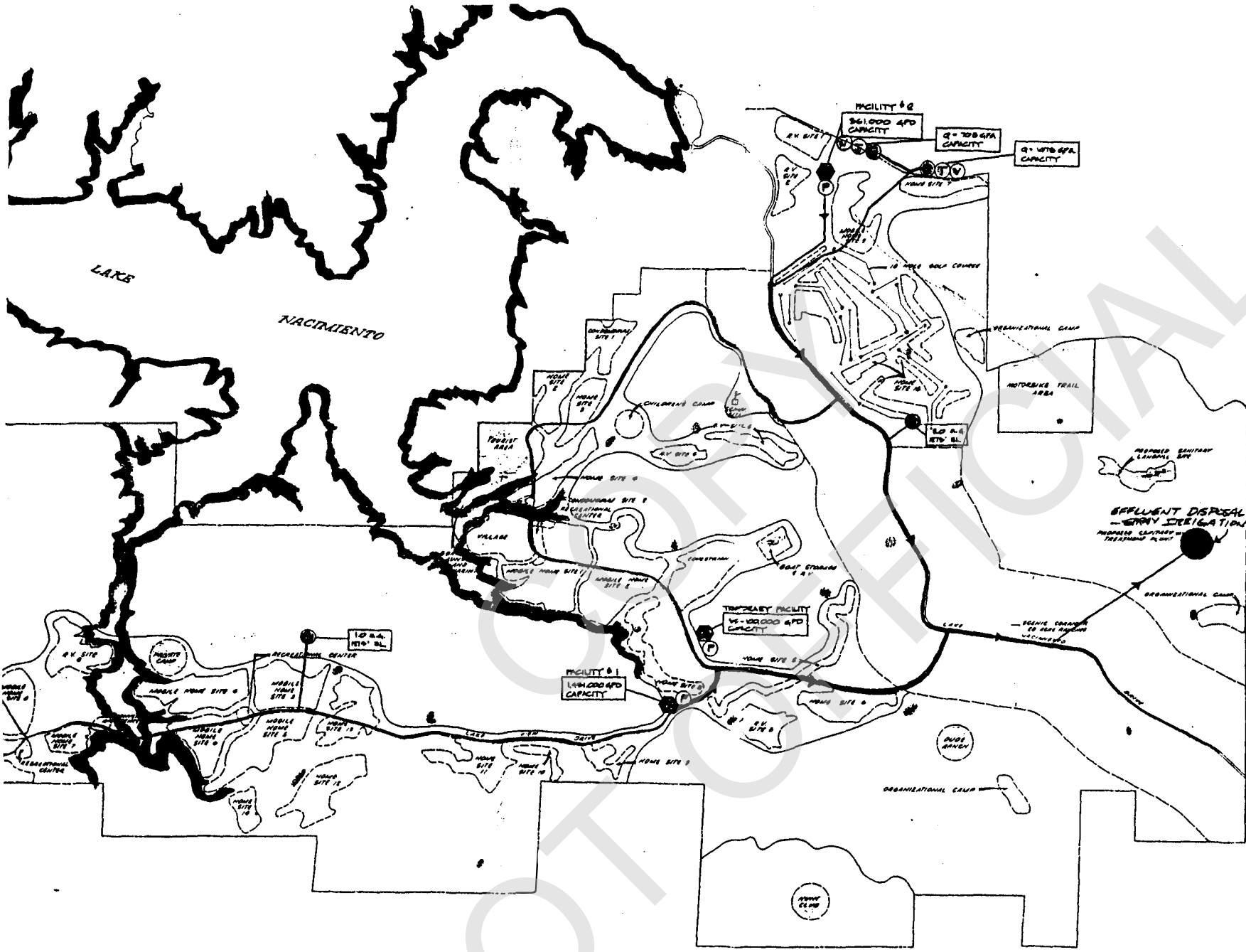
and known to me to be the persons who executed the within
instrument on behalf of the corporation therein named, and ac-
knowledged to me that such corporation executed the within
instrument pursuant to its by-laws or a resolution of its board of
directors.



I ATTEST my hand and office seal

[Signature]
Lynda S. Bell

Corporation First American Title Company

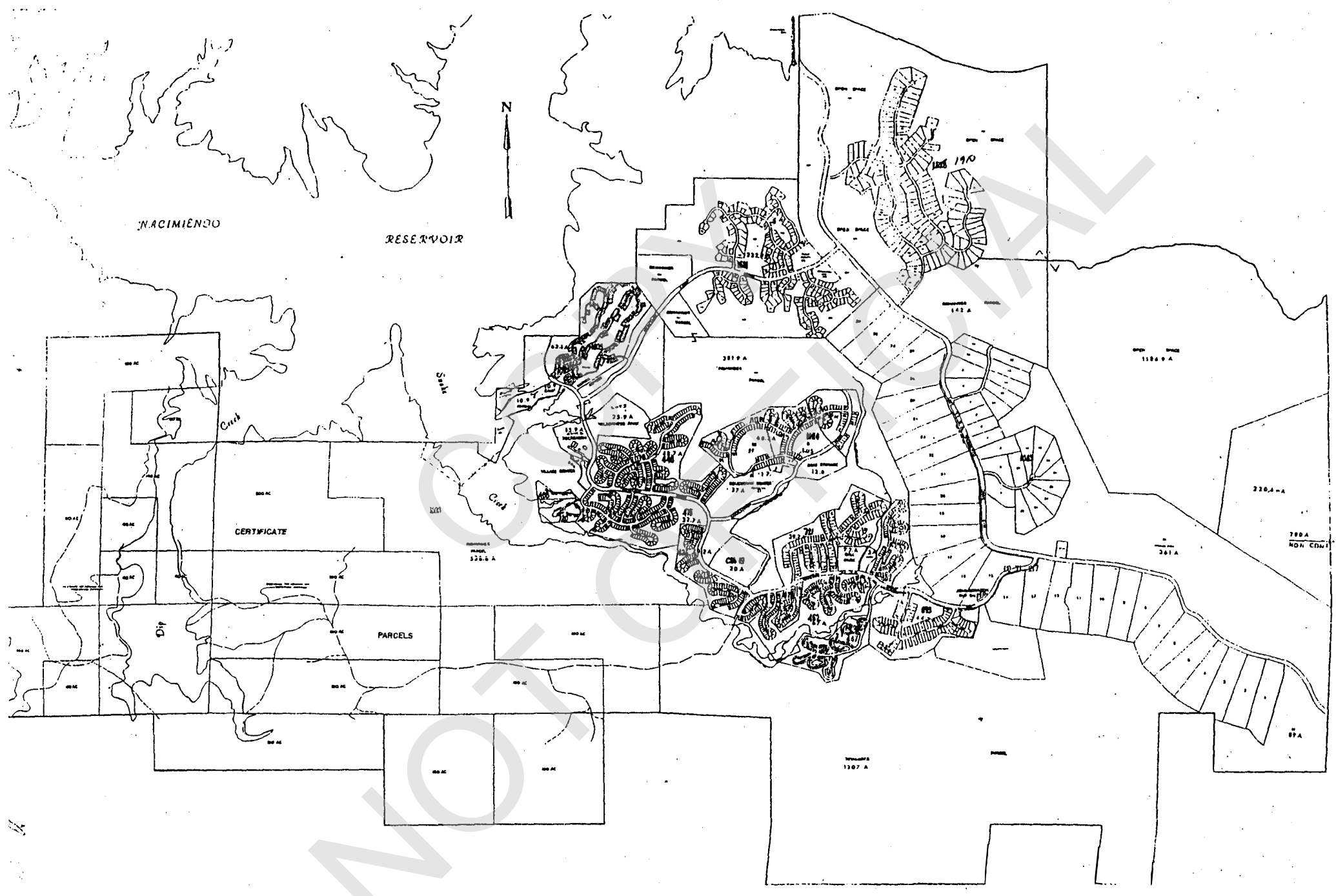


Existing Water Main
 Proposed Water Main



DEVELOPER

MR. GUTCHMAN & ASSOCIATES, INC.
 PLANNERS



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NEW RECORDED MAIL TO:
FIRST AMERICAN TITLE COMPANY
859 Pacific St. — P.O. Box 1147
San Luis Obispo, Ca. 93401

1st Amendment

02720313 000005.00 RECR
02720313 000005.00 A

DOC. NO. 19093

OFFICIAL RECORDS
SAN LUIS OBISPO CO., CALIF.
WILLIAM E. ZIMARIK,
COUNTY RECORDER

JUN 15 1973

RECORDING REQUESTED BY:
FIRST AMERICAN TITLE INSURANCE

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

WHEREAS, on May 23, 1973, a Declaration of Conditions, Covenants and Restrictions on Tract 452, Twin Lakes Unit No. 1 was recorded as Document No. 16274, 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 was and is now the sole owner of all of the said real property encumbered by the said Declaration of Conditions, Covenants and Restrictions; 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 and Modification of the said Declaration of Conditions, Covenants and Restrictions.

HERITAGE RANCH AND CATTLE COMPANY, A CALIFORNIA CORPORATION, HEREBY AMENDS THE DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS RECORDED ON May 23, 1973, AS DOCUMENT NUMBER 16274, OFFICIAL RECORDS, SAN LUIS OBISPO COUNTY, STATE OF CALIFORNIA, IN THE FOLLOWING PARTICULARS:

1. Paragraph (5) of Section 4 of ARTICLE IX is hereby deleted. The said deleted paragraph reads as follows:

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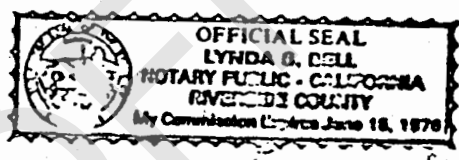
19093

STATE OF CALIFORNIA)
) SS.
COUNTY OF RIVERSIDE)

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On June 11, 1973, before me, the undersigned,
a Notary Public in and for said County and State, personally
appeared W. Gordon Heath, known to me to be the
President, and Robert W. Tavenner, known to me to be
the Secretary of the corporation that executed the within
Instrument, 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.

Lynda A. Bell
Notary Public in and for said County
and State.



19093

END OF DOCUMENT

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) SS.
I, Wm. E. Zimarik, Recorder of San Luis Obispo County,
Calif. do hereby certify that I have compared the fore-
going document with the original record in Vol. 1729
of ORIS at page 45A and that it is
a true and correct copy of the same.

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] ASST. V.P.

BY: [Signature]

Form 3002--(Corporation) First American Title Company

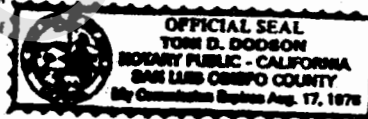
STATE OF CALIFORNIA
COUNTY OF San Luis Obispo ss.

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 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 [Signature]

Tom D. Dodson
Name (Typed or Printed)



(This area for official notarial seal)

28843

FIRST AMERICAN TITLE INSURANCE CO.

DOC. NO. 13230
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CAL

MAR 22 1977
COMPARED
WILLIAM E. ZIMARIK
COUNTY RECORDER
TIME 8:00 AM

MODIFICATION AND AMENDMENT TO
DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

SIX CORPORATION

WHEREAS, the following amendments to the Covenants, Conditions and Restrictions were offered at a regularly held meeting on the 28th day of August, 1976 and subsequently finalized and adopted by more than two-thirds of the voting power of the Heritage Ranch Owners Association.

WHEREAS, SIX CORPORATION was and is now the owner of seventy-five percent (75%) and more, of the lots in these tracts; and

WHEREAS, both Heritage Ranch Owners Association and SIX CORPORATION are desirous of amending the said DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS.

I, the undersigned being the Declarant herein do hereby give written assent to Amend the DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS as follows:

Tract 452, Recorded May 23, 1973, as Document Number 16274, in Volume 1725 Page 790 of Official Records, San Luis Obispo County, State of California.

1. Article IX, Section 1, is hereby deleted in its entirety.
2. Article IX, Section 1, is hereby amended to read as follows: "Every residence dwelling constructed on a lot in this Tract shall contain the following minimum square feet of fully enclosed floor area, devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages and other outbuildings):

Lot Nos. 1 through 20, 25 through 48, 54 through 62, 66 through 92,
98 through 114, 119 through 139, 144 through 149, 155 through 158,
195 through 206, 216 through 225, 231 through 254, 260 through 272;
720 Square Feet.

Lot Nos. 21 through 24, 49 through 53, 63 through 65, 93 through 97, 115 through 118, 140 through 143, 150 through 154, 159 through 194, 207 through 215, 226 through 230, 255 through 259: 960 Square Feet.

Each such dwelling shall be of single story construction; provided, however, that split level or two story residences may be constructed on Lot Nos.: 21 through 38, 49 through 55, 58 through 65, 93 through 97, 115 through 118, 140 through 143, 150 through 154, 159 through 194, 207 through 215, 216 through 230 and 255 through 259." Tract 475, Recorded November 4, 1974, as Document Number 35701, in Volume 1804 Page 495 of Official Records, San Luis Obispo County, State of California.

1. Article VIII, Section 7, is hereby deleted in its entirety.
2. Article VIII, Section 7, is hereby amended to read as follows:
"Every mobile home, patio, carport, improvement or structure having a roof shall use a roof covering material of cedar shakes, wood shingles, clay or cement tile, or built up roofings and colored rock, or asphalt shingles provided such shingles are at least 235 pounds per one hundred square feet in weight and the color of which is brown, green or dark woodtone (no other colors shall be permitted), or other harmonious material approved by the appropriate Architectural and Environmental Control Committee.
All exterior siding materials shall be wood, approved simulated wood, cedar shingles or shakes, stucco or simulated stucco, approved fiberglass, or other harmonious material approved by the appropriate Architectural and Environmental Control Committee."

IN WITNESS WHEREOF, the undersigned being the Declarant herein has set its hand and seal this 15th day of March, 1977.

SIX CORPORATION
BY Fred A. Skaggs
Secretary and Treasurer
BY Roy B. Brown
Assistant Secretary

ATTEST:
Howard L. Brown

Form 3002—(Corporation) First American Title Company

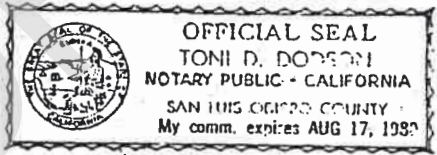
STATE OF CALIFORNIA
COUNTY OF San Luis Obispo ss.

On March 15, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared FRED A. SKAGGS known to me to be the Secretary xxxxxx Treasurer and ROY B. BROWN known to me to be the Assistant 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 Toni D. Dodson

Toni D. Dodson
Name (Typed or Printed)



(This area for official notarial seal)

END OF DOCUMENT

RECORDING REQUESTED BY:
FIRST AMERICAN TITLE INSURANCE COMPANY

RECORDING REQUESTED BY:
AND WHEN RECORDED RETURN TO:

HERITAGE RANCH OWNERS ASSOCIATION
3945 HERITAGE ROAD
PASO ROBLES, CALIFORNIA 93446

DOC. NO. 45620
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CA
AUG 10 1988
FRANCIS M. COONEY
County Clerk-Recorder
TIME 8:00 AM

4th Amendment

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

TRACT 452

WHEREAS, on May 23, 1973 a Declaration of Covenants, Conditions and Restrictions for Tract 452 was recorded as Document 16274 in Book 1725, Page 790 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on June 15, 1973 a first amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 452 was recorded as Document 19093 in Book 1729, Page 454 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 23, 1976 a second amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 452 was recorded as Document 28843 in Book 1911, Page 447 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on March 22, 1977 a third amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 452 was recorded as Document 13230 in Book 1965, Page 386 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS the following amendment has been adopted by an

NOW, THEREFORE, HERITAGE RANCH OWNERS ASSOCIATION hereby amends the above-referenced Covenants, Conditions and Restrictions for Tract 452 as follows:

ARTICLE IX, SECTION 4(b):

Subsection (b) of Section 4 shall now read:

"Ten (10) feet from the rear line of each lot."

[SPECIAL NOTE: AT THE TIME THIS AMENDMENT WAS ADOPTED, SAN LUIS OBISPO COUNTY ORDINANCE 22.04.104 (4) REQUIRED SPECIAL REAR SETBACKS OF TWENTY FEET FOR ALL LOTS WITHIN TRACT 452. THESE SPECIAL SETBACK REQUIREMENTS ARE DETAILED ON THE TRACT MAP RECORDED IN BOOK 8, AT PAGE 31, INCLUSIVE OF THE OFFICIAL MAPS OF SAN LUIS OBISPO COUNTY.]

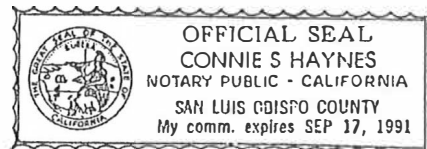
IN WITNESS WHEREOF, HERITAGE RANCH OWNERS ASSOCIATION, a California Corporation, has executed this Modification and Amendment to the Declaration of Covenants, Conditions and Restrictions for Tract 452 on this 21st day of June, 1988.

HERITAGE RANCH OWNERS ASSOCIATION

BY: Elaine M. Delkener
Elaine M. Delkener, President

STATE OF CALIFORNIA) ss
COUNTY OF SAN LUIS OBISPO)

On June 21, 1988 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



Recorded at the request of
Public

RECORDING REQUESTED BY:
Heritage Ranch Owners Association

DOC#: 2001094230

Titles: 1 Pages: 5

AND WHEN RECORDED RETURN TO:



Fees	19.00
Taxes	0.00
Others	0.00
PAID	\$19.00

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

574

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

Tract 452

WHEREAS, on May 23, 1973, a Declaration of Covenants, Conditions and Restrictions for Tract 452 was recorded as Document 16274 in Book 1725, page 790 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on June 15, 1973, a first amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 452 was recorded as Document 19093 in Book 1729, page 454 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 23, 1976, a second amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 452 was recorded as Document 28843 in Book 1911, page 447 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on March 22, 1977, a third amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 452 was recorded as Document 13230 in Book 1965, page 386 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on August 10, 1988, a fourth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 452 was recorded as Document 45620 in Book 3183, page 928 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(I), 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 452 as follows:

Article III, Section 2 shall read:

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

Article III, Section 3(a) shall read:

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

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

Article IV, Section 1(c) shall read:

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

Article IV, Section 2 shall read:

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

Article IV, Section 3 shall read:

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

Article VIII, Section 4(b) shall read:

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

Article VIII, Section 5 shall read:

“Section 5. Each lot owner in this Tract shall construct or cause to be constructed upon the owner’s lot two off-street parking spaces at such time as the lot is improved with a residential dwelling. Each space shall be of sufficient size to accommodate a standard size automobile and at least one of the parking spaces shall be in the form of a carport or garage constructed in accordance with the rules and regulations of the appropriate Architectural and Environmental Control Committee.”

Article IX, Section 2 shall read:

“Section 2. Whenever two or more contiguous lots in the subdivision shall be owned by the same person, such person shall, if so desired, use the said two or more lots as a site for a single dwelling house. The lots constituting the site for such single dwelling house shall be treated as a single lot for the purpose of applying these restrictions to said lots, so long as the lot is being improved with a single dwelling house. For purposes of this Declaration, a "single story house" is defined as follows: The house shall appear as a single story house when viewed from the street. The maximum height of the structure shall not exceed seventeen (17) feet in height above the main floor level and the area above the main floor ceiling shall not be designed, built or used for habitable space. Storage space above the first floor ceiling is permissible. On lots which slope from front to rear, it shall be permissible to construct a limited lower floor area below the main floor which does not exceed one half the floor area of the main floor. In no event shall the main floor elevation be constructed more than eighteen (18) inches above the finished ground level along the elevation of the house facing any street when any partial floor is built below the main floor.”

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

“(3) The party wall owner shall have a five (5) foot maintenance easement over the lot adjacent to the party wall. This easement shall be adjacent to and parallel with the party wall. The easement is to allow the party wall owner and the owner’s agents, employees or contractors access during daylight hours only for maintenance and repair purposes.”

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

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

Article XI, Section 7 shall read:

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

Article XIV, Section 1 shall read:

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

IN WITNESS WHEREOF, HERITAGE RANCH OWNERS ASSOCIATION, a California Corporation, has executed these Modifications and Amendments to the Declaration of Covenants, Conditions and Restrictions for Tract 452 on the 13th day of July, 2001.

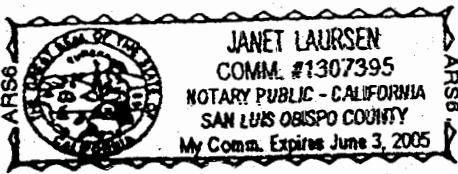
HERITAGE RANCH OWNERS ASSOCIATION

By: Ralph B. Allison
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



NOT COPY OFFICIAL

Recorded at the request of
Public

Heritage Ranch Owners' Association

AND WHEN RECORDED RETURN TO:

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

DOC#: **2010058615**



Titles: 1 Pages: **3**

Fees	20.00
Taxes	0.00
Others	0.00
PAID	<u>\$20.00</u>

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

Tract 452

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

WHEREAS, on May 23, 1973 a Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 452 was recorded as Document 16274 in Book 1725, page 790 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on June 15, 1973 a first amendment to the said Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 452 was recorded as Document 19093 in Book 1729, page 454 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on July 23, 1976 a second amendment to the said Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 452 was recorded as Document 28843 in Book 1911, page 447 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on March 22, 1977 a third amendment to the said Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 452 was recorded as Document 13230 in Book 1965, page 386 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on August 10, 1988 a fourth amendment to the said Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 452 was recorded as Document 45620 in Book 3183, page 928 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on December 5, 2001 a fifth amendment to the said Supplementary

Declaration of Covenants, Conditions and Restrictions for Tract 452 was recorded as Document 2001094230 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, the following amendment has been adopted by an instrument in writing signed by more than seventy-five percent (75%) of the owners of Tract 452, Twin Lakes No. 2, a Subdivision per the Map recorded in Book 8, Page 31 of Maps.

NOW, THEREFORE, HERITAGE RANCH OWNERS' ASSOCIATION hereby amends the above-referenced Supplementary Covenants, Conditions and Restrictions for Tract 452 as follows:

Article XI, Section 25.

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

IN WITNESS WHEREOF, HERITAGE RANCH OWNERS' ASSOCIATION, a California Corporation, has executed this Modification and Amendment to the Supplementary Declaration of Covenants, Conditions and Restrictions for Tract 452 on this 17 day of November 2010.

HERITAGE RANCH OWNERS' ASSOCIATION

By: Dan Prunk
Dan Prunk, President

