



# **HERITAGE RANCH PLANNED COMMUNITY**

## **COVENANTS, CONDITIONS AND RESTRICTIONS**

# **TRACT #474 (SUPPLEMENTARY)**

In accordance with California Assembly Bill 446, effective January 1, 2020, if this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, victim of abuse status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

## **RECORDED SUMMARY PAGE**

The original Supplementary DECLARATION, consisting of 42 pages, was recorded on September 23, 1977 as Document #47326. The Supplementary DECLARATION has subsequently been amended as follows:

**Amended by vote of the membership and recorded on July 23, 1976, as Document #28843**

Article I, Section 22, Paragraph (3)  
Article I, Section 22, Paragraph (7)  
Article III, Section 1  
Article III, Section 5, Paragraph (e)  
Article XI, Section 6

Not included in this document, as none of the Articles shown are part of the original Supplementary DECLARATION for Tract 474; and Article XI, Section 6 which corresponds to Article VII, Section 6 reads the same as stated to be amended.

**Amended by vote of the membership and recorded on May 14, 1992, as Document #32864**

Article VII, Section 6

**Amended by vote of the membership and recorded on May 19, 1997, as Document #1997-025429**

Article VII, Section 24

**Amended by vote of the membership and recorded on November 23, 1998, as Document #1998-078005**

Article VII, Section 6

**Discriminatory language corrected by the Board of Directors and recorded on December 5, 2001, as Document #2001094232**

Article I, Section 1, Paragraph (c)  
Article IV, Section 4, Paragraph (b)  
Article IV, Section 5  
Article V, Section 2  
Article V, Section 4, Paragraph (c) (3)  
Article V, Section 4, Paragraph (c) (4)  
Article VII, Section 7  
Article X, Section 1

**Amended by vote of the membership and recorded on January 9, 2004, as Document #2004001638**

Article VII, Section 24

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
SIX CORPORATION

DOC. NO. **47326**  
OFFICIAL RECORDS  
SAN LUIS OBISPO CO., CAL  
SEP 23 1977  
COMPARED  
WILLIAM E. ZIMARIK  
COUNTY RECORDER  
TIME **8 : 04 AM**

THIS DECLARATION, made on the date hereinafter set forth by SIX CORPORATION, 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 474, Twin Lakes Unit No. 1, as  
recorded in Book 8, Page 33 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 mutiple 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 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

### 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 I) 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 474, 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 474, 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 againsts 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. 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 II

### 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 on 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 quarterly 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 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 III

#### 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 paid 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 I 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 foreclosure said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date 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 effect 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.

#### ARTICLE IV

#### 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 Committee. 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 unless and until final plans and specifications for such improvements 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 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 detail 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 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 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 V

### 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):

Lot Nos. 13 - 720 square feet.

Lot Nos. 1 through 8, 12, 14 through 21, 27 through 45:  
900 square feet.

Lot Nos. 9 through 11, 22 through 26: 1000 square feet.

~~Split-level or two story residences may be built on all lots within this Tract.~~

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. 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 built below the main floor.

Section 3. No lot in this Tract shall be used except for single family residential purposes. No structure shall be erected, placed or permitted to remain on any lot 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.

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

(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 maximum 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 VI

### 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 setback 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 improvement 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 V II

### 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. Amended <sup>11-23-98</sup>~~5-14-92~~ Doc # <sup>1998-078005</sup>~~22764~~

Section 6. ~~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 users of any street.~~

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.

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 purposes whatsoever shall be posted, erected, 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.

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 charge 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 useage. 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 outbuildings shall be placed

or created 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, out-buildings 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 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. Any fence that is permitted within the Tract may have a height not in excess of five (5) feet.

Section 25. 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.

*Amended  
5/19/97  
Doc # 1997-  
025429*

Section 26. 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 VII; 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 sub-contractors, 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.

## ARTICLE VIII

### GENERAL PROVISIONS

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

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

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

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 surfact 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 X

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 servitudes and agreements.

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

## ARTICLE XI

### 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 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, or the written assent of a two-thirds majority of the voting power of the members. 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 XI 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 the 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 VIII, 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 be operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, be 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 XII  
ANNEXATION

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

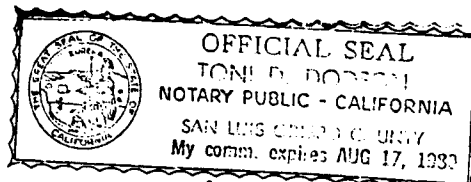
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 6th day of September, 1977.

STATE OF CALIFORNIA }  
COUNTY OF San Luis Obispo } ss.  
On September 6, 1977

, before me, the undersigned, a Notary Public in and for said State, personally appeared BERNIE O. SNODDY known to me to be the Asst. Vice-President 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



[Handwritten Signature]

AFTER RECORDING MAIL TO:

Heritage Ranch and Cattle Co.  
P.O. Box 1155  
Paso Robles, CA 93146

DOC. NO. 28843  
OFFICIAL RECORDS  
SAN LUIS OBISPO CO., CAL  
JUL 23 1976  
COMPARED  
WILLIAM E. ZIMARIK  
COUNTY RECORDER  
TIME 8 00 AM

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

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

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

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

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

- (a) Subsection e of Section 1 of Article IV is hereby deleted.
- (b) Section 1, Article IV shall read:

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

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

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

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

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

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

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

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

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

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

28843

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

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

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

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

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

(a) Article I, Section 22, Paragraph 3 is hereby changed to read:

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

(b) Article I, Section 22, Paragraph 7 is deleted.

(c) Article III, Section 1, delete the words Charter Life Memberships.

(d) Article III, Section 5, delete (e) Charter Life Members.

(e) Article XI, Section 6, as to all tracts except Tract 447, delete the existing paragraph and insert the following:

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

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

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

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

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

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

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

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

Size and Placement of Residence and Structure.

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

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

- (b) Article IX, Section 5, is hereby deleted in its entirety.
- (c) Article IX, Section 8, Paragraph B, is hereby amended to read as follows:
  - (b) One (1) temporary metal, fiberglass, plastic or canvass patio roof structure not to exceed 150 square feet in area or 10 feet in height, nor to extend more than 10 feet from the side of any recreational vehicle unit.
- (d) Article IX, Section 8, Paragraph E, is hereby deleted in its entirety.

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

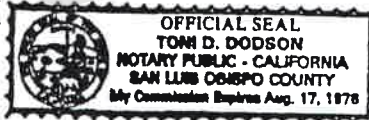
THE SIX CORPORATION

BY: [Signature] ASSISTANT V.P.

BY: [Signature]

STATE OF CALIFORNIA  
 COUNTY OF San Luis Obispo ss.  
 On July 1, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas H. Rodriguez known to me to be the Asst. President, and Ray B. [Signature] 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)

Form 3002—(Corporation) First American Title Company

28843

Recording Requested By and Mail To

HERITAGE RANCH OWNERS ASSOCIATION  
3945 HERITAGE ROAD  
ASO ROBLES, CA.93446

151

AMENDMENT TO DECLARATIONS OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

TRACT 474

WHEREAS, on September 23, 1977 the DECLARATION of COVENANTS, CONDITIONS and RESTRICTIONS for Tract 474 was recorded as Document 47326 in Book 2012 page 824 of the Official Records, County of San Luis Obispo, State of California and

Whereas, the following amendment has been adopted by an instrument in writing signed by more than Seventy-Five percent (75%) of the owners in Tract 474.

NOW, THEREFORE, HERITAGE RANCH OWNERS ASSOCIATION hereby amends the above-referenced Covenants, Conditions and Restrictions for Tract 474 as follows: *Book 5 Page 33*

ARTICLE VII, SECTION 6

This section shall now read:

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

IN WITNESS WHEREOF, HERITAGE RANCH OWNERS ASSOCIATION, a California Corporation, has executed this Modification and Amendment to the Declaration of Covenants, Conditions and Restrictions for Tract 474 on this 14 day of May, 1992.

HERITAGE RANCH OWNERS ASSOCIATION  
by *Tom Dorsey*  
TOM DORSEY, PRESIDENT

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

DOC. NO. **32864**  
OFFICIAL RECORDS  
SAN LUIS OBISPO CO., CA

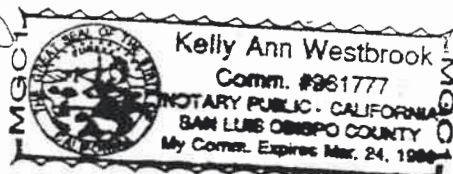
On MAY 14, 1992, before me,  
the undersigned, a Notary Public in  
and for said State, personally  
appeared Tom Dorsey, known  
to me to be the President of the  
Corporation that executed the  
within instrument on behalf of the  
corporation therein named, and  
acknowledged to me that such  
corporation executed the within  
instrument pursuant to its Covenants,  
Conditions and Restrictions or a  
resolution of its Board of Directors.

MAY 14 1992  
FRANCIS M. COONEY  
County Clerk-Recorder  
TIME 12:00 PM

Witness my hand and official seal.

Signature *Kelly Ann Westbrook*

END OF DOCUMENT



END OF DOCUMENT



27

Doc No: 1997-025429

Rec No: 00033061

Official Records	RF	7.00
San Luis Obispo Co.	PEN	3.00
Julie L. Rodewald Recorder		
May 19, 1997		
Time: 12:52		
[ 1 ]		
TOTAL		10.00

Recording Requested By and Mail To

HERITAGE RANCH OWNERS ASSOCIATION  
3945 HERITAGE ROAD  
PASO ROBLES, CA. 93446

AMENDMENT TO DECLARATIONS OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

TRACT 474 - TWIN LAKES UNIT No. 1

BOOK 8, PAGE 33 OF MAPS

WHEREAS, on September 23, 1977 the DECLARATION of COVENANTS, CONDITIONS AND RESTRICTIONS for Tract 474 was recorded as Document 47326 in Book 2012 page 824 of the Official Records, County of San Luis Obispo, State of California and

WHEREAS, on May 14, 1992 a first amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 474 was recorded as Document No. 32864 in Book 3887, Page 169 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, the following amendment has been adopted by an instrument in writing signed by more than Seventy-Five percent (75%) of the owners in Tract 474.

NOW, THEREFORE, HERITAGE RANCH OWNERS ASSOCIATION hereby amends the above referenced Covenants, Conditions and Restrictions for Tract 474 as follows:

ARTICLE VII, Section 24:

This section shall now read:

"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. Any fence that is permitted within this Tract may have a height not greater than six (6) feet."

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 474 on this 16 day of April, 1997.

HERITAGE RANCH OWNERS ASSOCIATION

BY John Allen  
John Allen, President

3rd

Doc No: 1998-078005

Rpt No: 00097701

Recording Requested By and Mail To:

HERITAGE RANCH OWNERS ASSOCIATION  
3945 HERITAGE ROAD  
PASO ROBLES, CA. 93446

Official Records  
San Luis Obispo Co.  
Julie L. Rodewald  
Recorder  
Nov 23, 1998  
Time: 14:27

RF -1	10.00
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TOTAL	10.00

[ 2 ]

**AMENDMENT TO DECLARATIONS OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

TRACT 474 - TWIN LAKES UNIT NO. 1

BOOK 8, PAGE 33 OF MAPS

WHEREAS, on September 23, 1977 the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Tract 474 was recorded as Document 47326 in Book 2012 page 824 of the Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on May 14, 1992 a first amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 474 was recorded as Document No. 32864 in Book 3887, Page 169 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on May 19, 1997 a second amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 474 was recorded as Document No. 1997-025429 of the Official Records, County of San Luis Obispo, State of California; and

WHEREAS, the following amendment has been adopted by an instrument in writing signed by more than Seventy-Five percent (75%) of the owners in Tract 474.

NOW, THEREFORE, HERITAGE RANCH OWNERS ASSOCIATION hereby amends the above referenced Covenants, Conditions and Restrictions for Tract 474 as follows:

Article VII, Section 6:

This section shall now read...

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

IN WITNESS WHEREOF, HERITAGE RANCH OWNERS ASSOCIATION, a California Corporation, has executed this Modification and Amendment to the Declaration of Covenants, Conditions and Restrictions for Tract 474 on this 5<sup>TH</sup> day of November, 1998.

HERITAGE RANCH OWNERS ASSOCIATION

BY Terry Chavis  
Terry Chavis, Vice President

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo } ss.

On 11/5/98 before me, Janet Laursen  
(DATE) (NOTARY)

personally appeared Terry Charis  
SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Janet Laursen  
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

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

CAPACITY CLAIMED BY SIGNER (PRINCIPAL) DESCRIPTION OF ATTACHED DOCUMENT

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

\_\_\_\_\_ TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_ NUMBER OF PAGES

\_\_\_\_\_ DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ OTHER

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

DAR  
12/05/2001  
10:15 AM

Recorded at the request of  
**Public**

RECORDING REQUESTED BY:  
Heritage Ranch Owners Association

DOC#: 2001094232

Titles: 1 Pages: 4

AND WHEN RECORDED RETURN TO:



Fees	16.00
Taxes	0.00
Others	0.00
PAID	\$16.00

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

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

Tract 474

WHEREAS, on September 23, 1977, a Declaration of Covenants, Conditions and Restrictions for Tract 446 was recorded as Document 47326 in Book 2012, page 824 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on May 14, 1992, a first amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 474 was recorded as Document 32864 in Book 3887, page 169 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on May 19, 1997, a second amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 474 was recorded as Document 1997-025429, Rec. No: 33061 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on November 23, 1998, a third amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 474 was recorded as Document 1998-078005, Rpt. No: 97701 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 474 as follows:

Article I, 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 I) of a member.”

Article IV, 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 IV, 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 V, 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. 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 built below the main floor.”

Article V, 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 V, 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 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 the party wall owner's intention to begin said repair or maintenance."

Article VII, Section 7 shall read:

"Section 7. No mobile home, recreational 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 X, 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 474 on the 13th day of July, 2001.

HERITAGE RANCH OWNERS ASSOCIATION

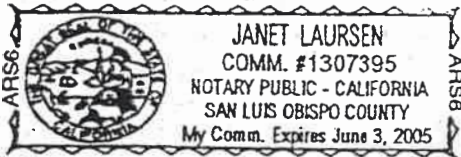
By: \_\_\_\_\_

Ralph B. Allison, President

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

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

Janet Laurson



NOT COPY OFFICIAL

Heritage Ranch Owners' Association

Recorded at the request of  
**Public**

AND WHEN RECORDED RETURN TO:

DOC#: **2004001638**

Titles: 1 Pages: **2**

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



Fees	10.00
Taxes	0.00
Others	0.00
PAID	<u>\$10.00</u>

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

Tract #474

WHEREAS, on September 23, 1977 a Declaration of Covenants, Conditions and Restrictions for Tract 474 was recorded as Document 47326 in Book 2012, page 824 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on May 14, 1992, a first amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 474 was recorded as Document 32864 in Book 3887, page 169 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on May 19, 1997, a second amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 474 was recorded as Document 1997-025429 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on November 23, 1998, a third amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 474 was recorded as Document 1998-078005 of Official Records, County of San Luis Obispo, State of California; and

WHEREAS, on December 5, 2001, a fourth amendment to the said Declaration of Covenants, Conditions and Restrictions for Tract 474 was recorded as Document 2001094232 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 474, Twin Lakes Unit #1, Book 8, Page 33 of Maps.

NOW, THEREFORE, HERITAGE RANCH OWNERS' ASSOCIATION hereby amends the above-referenced Covenants, Conditions and Restrictions for Tract 474 as follows:



