



DOC 7 1997-0618412

DEC 08. 1997 1:17 PM

641

Recording Requested By:

R.B. Swim & Tennis Club
(Bernardo Greens West Unit
No. 3)

When Recorded, Return To:

Mary M. Howell, Esq.
EPSTEN & GRINNELL
16835 W. Bernardo Drive
Suite 210
Rancho Bernardo, CA 92127

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 17.00

For Recorder's Use

AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS AMENDMENT is made on the day and year hereinafter written by Rancho Bernardo Swim and Tennis Club, a California nonprofit mutual benefit corporation ("Association"), with reference to the following:

R E C I T A L S

A. The Association is a nonprofit mutual benefit corporation whose members are owners of Lots in the following described real property in the City of San Diego, County of San Diego, State of California:

LEGAL DESCRIPTION

Lots 2226 through 2273, inclusive, of Bernardo Greens West Unit No. 3, City of San Diego, County of San Diego, State of California, according to the Map thereof No. 6783, filed in the Office of the County Recorder of San Diego County, November 12, 1970;

hereinafter referred to as "Property."

B. The Property is subject to the covenants and restrictions contained in the following:

1. The Declaration of Restrictions recorded November 12, 1970, at File/Page No. 207380,

2. The First Amendment to Declaration of Restrictions, recorded December 9, 1970, as File/Page No. 225306,
3. The Second Amendment to Declaration of Restrictions, recorded December 29, 1976, as File/Page No. 76-439182,
4. The Third Amendment to Declaration of Restrictions, recorded May 10, 1983, as File/Page No. 83-153816,
5. The Amendment to Declaration of Restrictions, recorded July 18, 1997, as File/Page No. 97-0341784,

and any other amendments which are now of record with the County Recorder of San Diego County, hereinafter referred to together as "Declaration."

C. Paragraph 24 of the Declaration provides that it may be amended by the affirmative vote or written consent of at least a majority of the Owners of Lots. In accordance with California Civil Code Section 1355, the undersigned President and Secretary of the Association certify that, to the best of their knowledge, the affirmative vote or written consent of at least the required number of the Owners has been obtained.

D. The Association and its members now wish to amend the Declaration as hereinafter set forth.

D E C L A R A T I O N

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Paragraph 24, Extension of Conditions and Restrictions, is deleted in its entirety and replaced with the following Paragraph 24:

24. EXTENSION OF CONDITIONS AND RESTRICTIONS. The conditions and restrictions of this Declaration shall continue until January 2, 2008. Thereafter, it shall be automatically extended for successive periods of ten (10) years, unless the owners of a majority of all lots subject to these conditions and restrictions execute and record an instrument terminating these conditions and restrictions.

2. Except as expressly amended herein, the remaining portions of the Declaration shall remain in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this
Amendment to Declaration of Restrictions this 3rd day of
December, 1997.

RANCHO BERNARDO SWIM AND TENNIS CLUB,
a California nonprofit corporation

By: Stuart G. Hunt
President

By: Robert C. Boyce
Secretary

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On Dec 3, 1997, before me, Barbara S. Kelly,
Notary Public, personally appeared Stuart G. Hunt
and Robert C. Boyce,

[] personally known to me

- OR -

[X] 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.

Barbara S. Kelly
Notary Public



1048

JJC # 1997-0341784
18-JUL-1997 11:14 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY SMITH, COUNTY RECORDER

RF: 8.00 FEES: 17.00
AF: 7.00
MF: 1.00
CF: 1.00

Recording Requested By:

R.B. Swim & Tennis Club
(Greens West Unit No. 3)

When Recorded, Return To:

Kenneth H. Dillingham, Jr., Esq.
EPSTEN & GRINNELL, APC
16835 W. Bernardo Dr., Ste. 210
Rancho Bernardo, CA 92127



For Recorder's Use

AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS AMENDMENT is made on the day and year hereinafter written by Rancho Bernardo Swim and Tennis Club, a California nonprofit mutual benefit corporation ("Association"), with reference to the following:

R E C I T A L S

A. The Association is a nonprofit mutual benefit corporation whose members are owners of Lots in the following described real property in the City of San Diego, County of San Diego, State of California:

LEGAL DESCRIPTION

Lots 2226 through 2273, inclusive, of Bernardo Greens West Unit No. 3, City of San Diego, County of San Diego, State of California, according to Map thereof No. 6783, filed in the Office of the Recorder of San Diego County, California, November 12, 1970;

hereinafter referred to as "Property."

B. The Property is subject to the covenants and restrictions contained in the following:

1. The Declaration of Restrictions recorded November 12, 1970, at File/Page No. 207380,
2. The First Amendment to Declaration of Restrictions, recorded December 9, 1970, as File/Page No. 225306,
3. The Second Amendment to Declaration of Restrictions, recorded December 29, 1976, as File/Page No. 76-439182,

4. The Third Amendment to Declaration of Restrictions, recorded May 10, 1983, as File/Page No. 83-153816,

and any other amendments which are now of record with the County Recorder of San Diego County, hereinafter referred to together as "Declaration."

C. Paragraph 33 of the Declaration provides that it may be amended by the affirmative vote or written consent of at least seventy-five percent (75%) the Owners of Lots. In accordance with California Civil Code Section 1355, the undersigned President and Secretary of the Association certify that, to the best of their knowledge, the affirmative vote or written consent of at least the required number of the Owners has been obtained.

D. The Association and its members now wish to amend the Declaration as hereinafter set forth.

D E C L A R A T I O N

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Paragraph 11, Lot Maintenance, is deleted in its entirety and replaced with the following Paragraph 11:

11. LOT AND IMPROVEMENTS MAINTENANCE. Each individual lot owner will keep, maintain, water, plant and replant all slope banks located on such owner's lot so as to prevent erosion and to present an attractive appearance. Such owner shall also maintain his lot and all improvements thereon in an attractive and neat manner and in good condition and repair, including exterior surfaces and roofing of the dwelling and all landscaping thereon. Such owner shall also keep all walls and fences in good repair. No rubbish or debris of any kind shall be placed or permitted by an owner to accumulate upon or adjacent to any lot so as to render such property or portion thereof unsightly, offensive or detrimental to health or safety of any individual. Owner shall also keep his lot free from infested or diseased plants and trees and termite infested wood structures of any kind. The Architectural Committee shall review alleged violations and undertake corrective action consistent with this as well as all provisions of the Declaration of Restrictions recorded July 19, 1965 and all amendments thereto.

2. Paragraph 31, Enforcement, is deleted in its entirety and replaced with the following Paragraph 31:

31. FAILURE TO COMPLY WITH ORDER OF ARCHITECTURAL COMMITTEE. In the event of the failure of any individual lot owner to comply with a written directive or order for

the Architectural Committee, said Committee shall have the following powers:

- a) Impose reasonable monetary fines as recommended by the Architectural Committee and approved by the Board of Directors of the Rancho Bernardo Swim & Tennis Club.
- b) Perform the subject matter of such directive or order and charge the cost of such performance to the owner of the lot in question.

Any owner of a lot or lots subject to the prescribed conditions and restrictions disagreeing with any decision or directive of the Architectural Committee shall have the automatic right of appeal to the Board of Directors of the Club; provided that such appeal is filed with the said Board within fifteen (15) days following such decision or directive of the said Committee. Any amounts owing to the Club may be recovered by the Club as allowed by Section 1367 of the California Civil Code, or any successor statute or law, with regard to the collection of assessments.

Enforcement of compliance with restrictions contained herein may be by a proceeding at law or in equity against any person or persons violating or attempting to violate said restrictions, either to restrain violation or to recover damages.

3. Except as expressly amended herein, the remaining portions of the Declaration shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Amendment is executed on this 10
day of July, 1997, by the undersigned president and
secretary of the Association.

RANCHO BERNARDO SWIM AND TENNIS CLUB,
a California nonprofit mutual benefit corporation

By: Stuart G. Hunt
President

By: Robert C. Boyce
Secretary

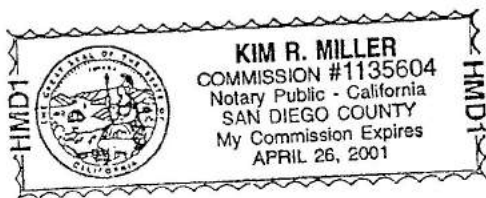
STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On July 10, 1997, before me, Kim R. Miller,
Notary Public, personally appeared Stuart G. Hunt
and Robert C. Boyce, [] 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.

Kim R. Miller

Notary Public



83 153816

83-153816

RECORDED
OFFICIAL RECORDS
OF SAN DIEGO COUNTY, CALIF.

1933 MAY 10 PM 3:50

VERIFIED
COUNTY RECORDER

2287

*Secretary*Recording Requested By
and
When Recorded Return To:R. B. SWIM & TENNIS CLUB
16955 Bernardo Oaks Dr.
San Diego, California 92128RF 21 A
MG 1THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS

This Amendment to Declaration of Restrictions is made with reference to the following:

R E C I T A L S

A. A Declaration of Restrictions (the "Declaration") was filed for the record on Nov. 12, 1970, at File/Page No. 207380, Official Records of San Diego County, California. Said Declaration of Restrictions was amended by document recorded Dec. 9, 1970, Doc. No. 225306, Official Records of San Diego County, California. Said Declaration of Restrictions was again amended by document recorded Dec. 29, 1976, Doc. File/Page no. 76-439182, Official Records of San Diego County, California.

B. The undersigned wish by means of this instrument to amend the Declaration pursuant to procedure prescribed in the Declaration.

C. The Declaration encumbers:

Lots 2226 to 2273, inclusive of Bernardo Greens West Unit No. 3 in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 6783, filed in the office of the Recorder of San Diego County, California.

NOW, THEREFORE, the Declaration is amended as follows:

1. Paragraph 2 of the Declaration is hereby deleted and the following paragraph 2 is substituted therefor:

2. ARCHITECTURAL CONTROL

2.1. The Board of Directors of RANCHO BERNARDO SWIM & TENNIS CLUB, a California nonprofit corporation, (the "Club") may appoint an architectural committee of at least three but no more than five persons. Each architectural committee member shall serve until his removal by the Board of Directors of the Club. Any person who is a regular member of the Club may be appointed an architectural committee member. Upon appointment or replacement of an architectural committee member, a notice thereof shall be filed in the Official Records of San Diego County, California. Any architectural committee member may resign at any time by recording a Notice of Resignation with the Office of the San Diego County Recorder and mailing a copy to the Board of Directors. The members of the architectural committee shall receive no compensation for services rendered, but committee members may be reimbursed for their actual out-of-pocket expenditures incurred in performing their duties.

2.2. The architectural committee shall provide guidelines for the submission of plans and specifications which may be amended by the architectural committee from time to time. Failure to comply with the requirements for the architectural approval shall be deemed sufficient basis for the architectural committee to disapprove the submission.

2.3. Neither the architectural committee, nor any member thereof, nor their duly authorized representatives shall be liable to any owner for any loss, damage, or injury arising out of or in any way connected with the performance of the architectural committee's duties hereunder, unless due to the willful misconduct or bad faith of the architectural committee. The architectural committee shall review and approve or disapprove all plans submitted to it solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the project generally. The architectural committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, topography, landscaping, color schemes, exterior finishes and materials and similar features.

2.4. The approval by the architectural committee of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the architectural committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans or specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent.

AMENDMENT TO DECLARATION OF RESTRICTIONS, CONT.
PAGE 2 OF 2.

2.5. Any enforcement action set forth in the Declaration may be brought by the owner of a lot, the Architectural Committee, or by the Rancho Bernardo Swim and Tennis Club. Any violation of the architectural committee's order or directive may be remedied by the Club, the architectural committee or any owner of a lot through litigation seeking an order to mandate removal and/or prohibit construction of nonconforming improvements.

2.6. Any legal action authorized by the Declaration may also be brought by the Rancho Bernardo Swim and Tennis Club; the Club shall also have the right to notice any claim of breach pursuant to the Declaration.

2. The following paragraphs are added to the Declaration:

X. ASSESSMENTS - THE CLUB

X.1. In addition to any other assessment rights the Club may have, the Club shall have the right to assess owners on a non-lien basis the cost of the Club's architectural control activities and enforcement activities with respect to enforcement of this Declaration of Restrictions. Assessments for all such purposes are referred to herein as "Architectural Assessments." The Architectural Assessments may include amounts to establish and maintain reserves to be used for architectural control activities and enforcement of this Declaration of Restrictions.

X.2. Each owner agrees to pay all Architectural Assessments within thirty (30) days after imposition of the same by the Club. The Club shall have the right to impose Architectural Assessments on yearly or such other basis as the Club deems appropriate and notice shall be given to each owner as to the due dates of the Architectural Assessments.

X.3. Any Architectural Assessment not paid within thirty (30) days of its due date shall be deemed delinquent and the Club shall be entitled to its actual costs and reasonable attorneys' fees incurred with respect to collection of any delinquent Architectural Assessment.

X.4. Each Architectural Assessment, together with costs and reasonable attorneys' fees shall be the personal obligation of the person who was the lot owner as of the date of the assessment. The personal obligation for delinquent assessment shall not pass to successors in title unless expressly assumed by them.

Y.1. This Amendment shall be and become effective upon filing for recordation of this Amendment with the County Recorder of San Diego, California, signed by the majority of the owners as set forth in the Declaration.

Y.2. This Amendment may be executed in counter part.

267

Recording Requested by
and
When Recorded Mail to:

MCDONALD, RIDDLE, HECHT & WORLEY ATTORNEY
Mr. Alex C. McDonald
617 Financial Square
600 "B" Street
San Diego, California 92101

FILE/PAGE NO. 76-439182

BOOK 1976
RECORDED REQUEST OF

ATTORNEY

DEC 29 2 19 PM '76

OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
HARLEY F. ELDON
RECORDER

\$44.00

SECOND AMENDMENT TO
DECLARATION OF RESTRICTIONS

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS,
made as of this 15th day of September, 1976 by the undersigned,
amends that certain Declaration of Restrictions (hereinafter
called "Declaration") dated November 11, 1970 made by Avco Community
Developers, Inc., a California corporation (hereinafter called
"Avco"), all as hereinafter set forth:

W I T N E S S E T H :

WHEREAS, Avco did heretofore under date of November 11, 1970
make that certain Declaration of Restrictions which was thereafter
recorded in the Office of the County Recorder of San Diego County,
California on November 12, 1970 as Document No. 207380; and,

WHEREAS, the Declaration covers that certain real property
located in the City of San Diego, County of San Diego, California,
more particularly described as:

Lots 2226 through 2273, inclusive, of Bernardo Greens
West Unit No. 3, according to Map thereof No. 6783,
filed in the Office of the County Recorder of San
Diego County, California on November 12, 1970; and,

WHEREAS, the Declaration was amended by a First Amendment to Declaration of Restrictions dated December 7, 1970 and recorded December 9, 1970 with the Office of the San Diego County Recorder as Document No. 225306; and,

WHEREAS, Section 33 of the Declaration provides that the Declaration 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, which amendment shall become effective upon recording the same with the Office of the County Recorder of San Diego County, California; and,

WHEREAS, the undersigned are the owners of seventy-five percent (75%) or more of the lots covered by the Declaration; and,

WHEREAS, the undersigned wish further to amend the Declaration as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the Declaration, as amended, is hereby further amended as follows:

1. Section 37 of the Declaration, as amended, entitled "Maintenance of Slope Banks" is hereby deleted, and in lieu thereof the following is inserted:

"37. SLOPE BANKS. Each lot owner shall, at his own expense, keep, maintain, water, plant, replant and weed all slope banks located upon such owner's lot so as to prevent erosion and to create and maintain an attractive appearance. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken on any of said slope banks which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels."

2. Except as hereinabove expressly modified, the Declaration, as amended by the First Amendment thereto, is hereby reaffirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS as of the date first hereinabove set forth.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

June S. Schiltz

Howard F. Schiltz

Owners of Lot 2237 of
Bernardo Greens West Unit No. 3

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

ss.

On November 18, 1976 before me, the undersigned, a Notary Public in and for said State, personally appeared June S. Schiltz and Howard F. Schiltz and known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.



Ethellea Ward
NOTARY PUBLIC

(FIRST) AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS (FIRST) AMENDMENT TO DECLARATION OF RESTRICTIONS, made this 11th day of December, 1970, by AVCO COMMUNITY DEVELOPERS, INC., a California corporation, as Declarant, amends that certain Declaration of Restrictions dated November 11, 1970 made by Declarant, all as hereinafter more fully set forth:

W I T N E S S E T H:

WHEREAS, Declarant did heretofore under the date of November 11, 1970 make a certain Declaration of Restrictions which was thereafter recorded in the Recorder's Office of San Diego County, California, November 12, 1970, File/Page No. 207380; and

WHEREAS, said Declaration of Restrictions covers the following described real property situated in the City of San Diego, County of San Diego, California, to-wit:

Lots 2226 through 2273, inclusive of Bernardo Greens West Unit No. 3, City of San Diego, County of San Diego, State of California, according to Map No. 6783 filed in the Office of the County Recorder of San Diego County, November 12, 1970, Document No. 207373;

and

WHEREAS, Declarant is the present owner of more than 75% of the lots contained in said property, and said Declaration of Restrictions provides for the amendment thereof by an instrument in writing signed by the owner of 75%, or more, of the lots in said property; and

WHEREAS, Declarant desires to amend said Declaration of Restrictions as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, said Declaration of Restrictions is hereby amended in the following particulars, to-wit:

1. Paragraph 4 thereof is hereby stricken and in lieu thereof is hereby substituted the following paragraph:

"4. HEIGHT LIMIT OF DWELLINGS. That no dwelling without the written approval of the Architectural Committee shall be more than one story in height on the following lots; lots 2226 through 2242 inclusive; lots 2253

DECLARATION OF RESTRICTIONS

This Declaration of Building Restrictions and Architectural Control, made this 11th day of November, 1970 by AVCO COMMUNITY DEVELOPERS, INC., a corporation,

WHEREAS, AVCO COMMUNITY DEVELOPERS, INC., a corporation, herein referred to as "Declarant" is the owner of that certain property situated in the City of San Diego, County of San Diego, State of California, described as follows:

Lots 2226 through 2273, inclusive of Bernardo Greens West Unit No. 3, City of San Diego, County of San Diego, State of California, according to Map No. 6783 filed in the Office of the County Recorder of San Diego County, November 12, 1970.

WHEREAS, Declarant is about to sell and convey some or all of the lots located within said Bernardo Greens West Unit No. 3; and before selling or conveying any of said lots, desires to subject all of said lots in said Bernardo Greens West Unit No. 3 to certain conditions and restrictions for the protection and benefit of Declarant and any and all future owners of said lots or any of them.

WITNESSETH:

That the Declarant hereby certifies and declares that it has established and does hereby establish the following general plan for the protection and benefit of the said real property, conditions and restrictions upon and subject to which each and all of the lots in said real property shall be hereafter held, used, occupied, leased, sold and/or conveyed. Each and all of which said conditions and restrictions shall inure to the benefit of, be binding upon and pass with said real property, and each and every lot and/or parcel thereof, and shall inure to the benefit of, apply to and bind the respective successors in title, or interest of Declarant.

1. RESIDENTIAL PURPOSES ONLY. That said lots shall be used for residential purposes only and that no building or buildings shall be erected, constructed, altered or maintained on any of the said lots other than detached single family dwellings, together with customary outbuildings, as permitted from time to time by City Zoning Ordinances.

2. ARCHITECTURAL COMMITTEE. There shall be an Architectural Committee consisting of three (3) persons to be appointed by Declarant. Each of said persons so appointed shall be subject to removal at the direction of Declarant at any time and from time to time, and all vacancies on said Committee shall be filled by appointment of Declarant. In the event of failure of Declarant to appoint such Committee or to fill any vacancies therein, then in such event the owners of a majority in number of the lots in said real property shall have the right by written document to appoint the members of said Committee to fill any vacancies therein. After four years have expired from the date hereof, or after 90% of the lots in Bernardo Greens West have been sold, whichever event shall first occur, the owners of a majority in number of lots in said Real Property shall have the right by written document, to appoint the members of said Architectural Committee, to remove any member of said Architectural Committee at any time and from time to time and to fill any vacancies therein.

3. NEW BUILDING ONLY. That no building of any kind shall be moved from any other place onto any of said lots, or from one lot to another lot, without the prior written permission of the Architectural Committee.

4. HEIGHT LIMIT OF DWELLINGS. That no dwelling without the written approval of the Architectural Committee shall be more than two stories in height.

5. **MINIMUM FLOOR AREA OF DWELLINGS.** That the floor square foot area, exclusive of porches, patios, exterior stairways and garages, of any building shall not be less than 1,400 square feet on the ground floor of a one-story building.

6. **BALCONIES AND DECKS.** No balcony or deck shall be higher above the ground than the second floor level except on written approval of the Architectural Committee.

7. **PLANS AND SPECIFICATIONS, ETC.** That no building or other structure or improvement shall be commenced upon any of said lots until the location and the completed plans and specifications including the color scheme of each building, fence and/or wall to be erected upon the lot have been approved in writing by the Architectural Committee, and no building shall be located on any lot nearer than the set-back line as shown on the recorded plat. Provided, however, that in the event the Committee fails to approve or disapprove such location, plans and specifications within sixty (60) days after the submission thereof to it, then such approval will not be required, provided any building so to be erected conforms to all other conditions and restrictions herein contained and is in harmony with similar structures, erected within Bernardo Greens West Unit No. 3.

8. **NO SECOND-HAND MATERIALS, PAINTING REQUIRED.** That no second-hand material shall be used in the construction of any building or other structure without the prior written approval of the Architectural Committee; and all buildings and fences which are of frame construction shall be painted or stained with at least two coats upon completion. Exception to this may be given by the Architectural Committee by written approval.

9. **DILIGENCE IN CONSTRUCTION REQUIRED.** That the work of constructing and erecting any building or other structure shall be prosecuted diligently from the commencement thereof and the same shall be completed within a reasonable time in accordance with the requirements herein contained. No outbuilding shall be completed prior to the completion of the dwelling, except that temporary quarters may be erected for workmen engaged in building a dwelling on the premises, but such temporary quarters must be removed as soon as the dwelling is completed.

10. **PLANTING.** No later than six (6) months after the completion of any building there shall be expended by each individual owner on each individual lot for ornamental plants, trees, shrubs, lawns and flowers, exclusive of slope bank planting and care as hereinafter provided, a sum of not less than two per cent (2%) of the cost of said dwellings and lot, exclusive of any cost of grading, walks, driveways and construction features exterior to said building. Size, type and location of materials to be used shall be submitted to the Architectural Committee, prior to any construction.

11. **LOT MAINTENANCE.** Each individual lot owner will keep, maintain, water, plant and replant all slope banks located on such owner's lots so as to prevent erosion and to present an attractive appearance, and will keep all drainage systems on slope banks free of debris and in good repair. The Architectural Committee shall be the sole judge in determining compliance with the provisions of this paragraph and each individual lot owner will promptly perform or conform to all directives of this paragraph.

12. **TREES.** All trees shall be trimmed by the owner of the lot upon which the same are located so that the same shall not exceed the height of the house on the premises; provided, however that where trees do not obstruct the view from any other of said lots they shall not be required to be so trimmed; and before planting any trees the proposed location of such trees shall be approved in writing by the Architectural Committee. No trees shall be so located or allowed to reach a size or height that will interfere with the view of the surrounding properties.

13. **EXTERIOR ALTERATIONS.** That no alteration shall be made in the exterior design or color of any structure unless such alterations, including any addition, shall have first been approved in writing by the Architectural Committee. Materials to be used must harmonize, complement and be of similar materials used in the construction of existing dwellings. Where higher fences or hedges are allowed, review by the Architectural Committee, in relation to normal enjoyment of view by other lot owners shall be required.

14. FENCES, HEDGES, RADIO POLES AND FLAG POLES. That no fence, rail or hedge over 36 inches in height shall be placed in front of the set-back line on a lot, as shown on the recorded map of said Bernardo Greens West Unit No. 3, and no fence, wall (except a retaining wall), rail or hedge shall be over 72 inches in height elsewhere on the lot except with the prior written consent of the Architectural Committee.

15. NO TELEVISION ANTENNA. There shall be no outside television or radio antenna constructed, installed or maintained in said real property.

16. MAIL BOXES. The installation of mail boxes detached from the resident structures shall be subject to prior Architectural Committee approval.

17. DRYING YARDS. That drying yards shall be screened from exterior view by fence, hedge or shrubbery.

18. NO TENTS, SHACKS, ETC. That no tent, shack, trailer, basement, garage or out-building shall at any time be used on any lot as a residence either temporarily or permanently; nor shall any residence of a temporary character be constructed, placed or erected on any lot. No truck, camper, trailer, boat of any kind, or other single or multi-purpose engine powered vehicle other than a standard automobile or an approved golf cart be parked on any lot except temporarily and solely for the purposes of loading or unloading.

19. NO SIGNS. That no sign other than one sign of customary and reasonable dimensions advertising a lot for sale shall be erected or displayed upon any of said lots or upon any building or other structure thereon, without the prior written permission of the Architectural Committee.

20. NO WELLS. That no well for the production of, or from which there is produced water, oil or gas, shall be operated upon any lot; nor shall any machinery, appliance or structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business.

21. NO FARM ANIMALS, ETC. That no turkeys, geese, chickens, ducks, pigeons or fowls of any kind, or goats, rabbits, hares, horses, or animals usually termed "farm animals," shall be kept or allowed to be kept on any of said lots.

22. NO RAISING OF DOGS AND CATS, ETC. That no commercial dog raising or cat raising or any kind of commercial business shall be conducted on any of said lots, and no part of any lot shall be used for the purpose of vending liquors or beverages of any kind; and nothing shall be done upon any lot which may become an annoyance or nuisance to the neighborhood.

23. SLOPE AND DRAINAGE EASEMENTS. That each of the owners of a lot in said tract will permit free access by owners of adjacent or adjoining lots to slopes or drainageways located on his property which affect said adjacent or adjoining lots, when such access is essential for the maintenance of permanent stabilization on said slopes, or maintenance of the drainage facilities for the protection and use of property other than the lot on which the slope or drainageway is located.

That each owner of a lot in said tract will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said tract, or that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his lot. For the purpose hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of said tract was completed by Owner.

24. EXTENSION OF CONDITIONS AND RESTRICTIONS. Each and all of the foregoing conditions and restrictions shall terminate January 2, 1998, unless the owners of a majority of

said lots have executed and recorded at any time within six months prior to January 2, 1998, in the manner required for a reconveyance of real property, a writing in which they agreed that conditions and restrictions shall continue for a further specified period and providing therein a similar provision for the further extension of said restrictions and conditions, and said majority may in said agreement provide that said conditions and restrictions or some of them, shall no longer apply to certain lots; provided, also, that the above and foregoing conditions and restrictions may be modified at the time and in the same manner hereinabove provided for the extension of said conditions and restrictions.

25. NOTICE OF CLAIM OF BREACH. That the Declarant, or the Architectural Committee may at any time that it or the Architectural Committee deems a breach of these conditions and restrictions has occurred, execute, acknowledge and record in the Recorder's Office of San Diego County, a Notice of Claim of Breach setting forth the facts of such breach describing the lot or lots upon which such breach occurred and setting forth name of the owner or owners thereof. Such notices upon being recorded, shall be notice to all persons of such breach, provided an action has been commenced within sixty (60) days after the recording of such notice to establish such breach and if no such action has been commenced within sixty (60) day period, then and in that event such notices shall be of no force and effect whatsoever and the breach set forth in said notice shall be presumed to have been remedied.

PROVIDED that a breach of any of the foregoing conditions and restrictions shall not affect, impair, defeat or render invalid the lien, charge or encumbrance of any mortgage or trust deed made for value which may then exist upon said land, which said mortgage or trust deed shall be and is hereby declared to be prior and superior to the rights in favor of any person or persons under and by virtue of these conditions and restrictions, provided, however, that in the event of a foreclosure of any such trust deed or mortgage, or if the owner of the note secured by such trust deed or mortgage acquires title to said land in any manner whatsoever in satisfaction of his indebtedness, then any purchaser at the foreclosure or trustee's sale, or any said note owner acquiring title as aforesaid agrees that said property so acquired by them shall immediately upon said acquisition become subject to each and all of the conditions and restrictions and rights herein contained, but free from the effects of any breach occurring prior thereto.

26. NO SUBDIVISION OF LOTS. No residential lot or lots shall be re-subdivided into building sites having a frontage of less than shown on the original recorded map filed for record.

27. MEMBERSHIP IN RANCHO BERNARDO SWIM AND TENNIS CLUB. Each owner and/or owners of a residential unit in the property above described shall be a regular member of Rancho Bernardo Swim and Tennis Club, a California corporation not for profit, which said membership shall be appurtenant to such residential unit, and the transfer of title to such residential unit shall automatically transfer the regular membership appurtenant to such residential unit to the transferee or transferees and an allocable part of the purchase price paid to Declarant for such residential unit shall be for the cost of construction of said Rancho Bernardo Swim and Tennis Club improvements. Each such owner and/or owners are obligated to promptly, fully and faithfully comply with and conform to the By-Laws of Rancho Bernardo Swim and Tennis Club and the rules and regulations from time to time prescribed thereunder by the Board of Directors of said corporation or its officers and to promptly pay in full all dues, fees or assessments levied by said corporation on its members whether such dues, fees or assessments were levied prior or subsequent to the date of acquisition of title except that the purchaser of any such residential unit at a Trustee's Sale on Foreclosure or a lender who acquires title by deed in lieu of foreclosure shall not be liable for any dues, fees or assessments levied prior to such sale or acquisition of title.

28. PROTECTION FOR MORTGAGEES AND TITLE INSURANCE COMPANIES. That the owners of any encumbrance made for value on any said lot or lots and any corporation insuring the

lien of such encumbrance may conclusively presume that no breach exists under these conditions and restrictions, provided such encumbrance is recorded in the Office of the County Recorder of San Diego County prior to the commencement of any action to establish any such breach and not within sixty (60) days after the recording of any Notice of Claim of Breach, anything contained herein to the contrary notwithstanding.

29. **INVALIDITY OF ANY PROVISION.** That in the event of any condition or restriction herein contained be invalid, or held invalid or void by any court of competent jurisdiction, such invalidity or nullity shall in no way affect any other condition or restrictions herein contained.

30. **NO WAIVER.** That a waiver of a breach of any of the foregoing conditions and restrictions shall not be construed as a waiver of any succeeding breach or violation of any other condition or restriction.

31. **ENFORCEMENT.** Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

32. **LEGAL ACTION IN THE EVENT OF BREACH.** As to the Declarant and the owner or owners of any of said lot or lots, including any bona fide purchaser under contract, the foregoing conditions and restrictions shall operate as covenants running with the land and a breach of any of them, or a continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by Declarant or the owner or owners of any lot or lots in Bernardo Greens West Unit No. 3, their successors or assigns or by Architectural Committee.

33. **AMENDMENTS.** 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 (75%) percent or more of said lots which said written instrument shall become effective upon the recording of the same in the Recorder's Office of the County of San Diego, California.

34. **INTERPRETATION OF RESTRICTIONS.** All questions of interpretation or construction of any of the terms or conditions herein shall be resolved by the Architectural Committee, and its decision shall be final, binding and conclusive on all of the parties affected.

35. **FAILURE TO COMPLY WITH ORDER OF ARCHITECTURAL COMMITTEE.** In the event of the failure of any individual lot owner to comply with a written directive or order from the Architectural Committee, then in such event, the Architectural Committee shall have the right and authority to perform the subject matter of such directive or order and the cost of such performance shall be charged to the owner of the lot in question and may be recovered by the Architectural Committee in an action at law against such individual lot owner.

36. **CONSTRUCTION CLEAN-UP AND CONFORMITY OF CONSTRUCTION WITH PLANS.** When Plans and Specifications for the construction of improvements are submitted to the Architectural Committee pursuant to these restrictions, said submission shall at the request of the Architectural Committee, be accompanied by a deposit of \$200.00 to guarantee that the construction site during the course of construction will be maintained reasonably free of debris at the end of each working day and that the construction will be completed and the lot drainage swales and structures correctly drain surplus water to the street or other approved outlets, all as shown on the Plans and Specifications submitted to the Architectural Committee for approval. In the event of a violation of this restriction, the Architectural Committee may give written notice thereof to the builder and the owner of the lot in question that if such violation is not cured or work commenced to cure the same within forty-eight (48) hours after the mailing of said notice, the Architectural Committee may correct or cause to be corrected said violation and use said deposit, or as much as may be necessary to cover the cost of such correction work. In the event that the cost of curing said violation shall exceed the amount of said deposit, said excess cost shall be paid by the owner of the lot in question to the Architectural

Committee, said deposit or any part thereof remaining in the hands of the Architectural Committee at the completion of the construction work shall be returned by the Architectural Committee to the person who made the deposit.

37. MAINTENANCE OF SLOPE BANKS. Owner will landscape, at Owner's expense, the following slope banks on lots of said real property. The easterly banks of Lots 2238 through 2244, and Lots 2257 through 2264, and Lot 2269, and Lots 2272 and 2273; the westerly slope banks of Lots 2239 through 2241, and Lot 2252 and Lots 2254 through 2256, and Lots 2270 and 2271; the southerly slope banks of Lot 2238, and Lot 2251 through 2255, and Lots 2272 and 2273; the northerly slope banks of Lots 2253 and 2270. Owner will maintain said landscaping until December 1, 1970. Thereafter, said Architectural Committee shall cause to be maintained, and kept in good and slightly condition said landscaping for the duration of this Declaration of Restrictions. Each owner of a lot in said real property shall pay his pro rata share of the cost incurred by the Architectural Committee in the performance of the said work to be performed by the Architectural Committee or under its direction as in this paragraph above provided, and the Architectural Committee shall have the power to levy periodic assessments on each of the lots in said real property in equal amounts per lot to cover said costs, which said assessments shall become immediately due and payable to the Architectural Committee by the owner of each lot, respectively, promptly after the same are levied by the Architectural Committee. It is expressly understood, however, that the amount of said assessments shall, in no event, exceed the rate of \$3.50 per month per lot. Anything in Paragraph 33 of this Declaration of Restrictions to the contrary, the amount of said assessments cannot be increased to exceed the rate of \$3.50 per month per lot without the written approval of the owners of 75%, or more, of the lots in said subdivision, exclusive of any lots owned by Owner.

IN WITNESS WHEREOF, Avco Community Developers, Inc., a corporation, as Declarant has signed this instrument the day and year first hereinabove written.

AVCO COMMUNITY DEVELOPERS, INC.
a corporation

By

W. G. Mohr
F. M. Files

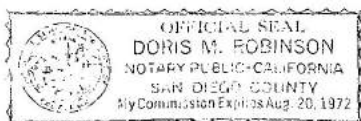
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On November 11, 1970, before me, the undersigned, a Notary Public in and for said State, personally appeared W. G. Mohr, known to me to be the Vice President, and F. M. Files, known to me to be Asst. Secretary of the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Doris M. Robinson

Doris M. Robinson



WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND DESCRIBED WITHIN THE SUBDIVISION TO BE KNOWN AS BERNARDO GREENS WEST UNIT NO. 3 AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP CONSISTING OF 8 SHEETS AND DESCRIBED IN THE CAPTION THEREOF

BERNARDO GREENS

BEING A SUBDIVISION OF A PORTION OF RANCHO SAN BERNARDO AC PAGE 102 OF PATENTS, ALSO PORTIONS OF LOTS 30 THROUGH 43 UNIT NO. 2, ACCORDING TO MAP THEREOF NO. 6161, FILED IN THE SAN DIEGO COUNTY AUGUST 6 1908; IN THE CITY OF SAN DIEGO CALIFORNIA.

ORDER NO. 882800

WE HEREBY DEDICATE TO PUBLIC USE BAJADA ROAD, GRACIOSA COURT, REGALO LANE, BERNARDO VISTA DRIVE, A PORTION OF BERNARDO CENTER DRIVE AND A PORTION OF GRACIOSA ROAD ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION. WE HEREBY GRANT TO THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION, ANY AND ALL ABUTTERS' RIGHTS OF ACCESS IN AND TO BAJADA ROAD, ADJACENT AND CONTIGUOUS TO LOTS 2212, 2241, 2244 AND A PORTION OF LOT 2236; ANY AND ALL ABUTTERS' RIGHTS OF ACCESS IN AND TO GRACIOSA COURT ADJACENT AND CONTIGUOUS TO LOTS 2257 THROUGH 2264; ANY AND ALL ABUTTERS' RIGHTS OF ACCESS IN AND TO REGALO LANE ADJACENT AND CONTIGUOUS TO LOT 2272; AND ANY AND ALL ABUTTERS' RIGHTS OF ACCESS IN AND TO BERNARDO VISTA DRIVE ADJACENT AND CONTIGUOUS TO LOT 2273 ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION, TOGETHER WITH THE EASEMENTS WITH THE RIGHT OF INGRESS AND EGRESS FOR THE CONSTRUCTION AND MAINTENANCE OF SEWER, WATER AND DRAINAGE FACILITIES ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION; RESERVING, HOWEVER, TO THE OWNER OF THE FEE UNDERLYING ANY EASEMENTS HEREIN GRANTED THE CONTINUED USE OF THE SURFACE OF SAID REAL PROPERTY; AND SUBJECT TO THE FOLLOWING CONDITIONS: THE ERECTING OF BUILDINGS, FENCED WALLS, MAINTAINING FENCES AND OTHER STRUCTURES; OR THE PLANTING OF GROWING OF TREES OR SHRUBS; OR CHANGING THE SURFACE GRADE; OR THE INSTALLATION OF PRIVATELY OWNED PIPE LINES SHALL BE PROHIBITED UNLESS WRITTEN PERMISSION IS FIRST OBTAINED FROM THE CITY OF SAN DIEGO.

AVCO COMMUNITY DEVELOPERS, INC., A CALIFORNIA CORPORATION, AND ACQUIRED TITLE AS RANCHO BERNARDO, INC., A CALIFORNIA CORPORATION

BY Wesley G. Mather Vice President

BY Forrest F. Wilson Best Secretary

UNITED CALIFORNIA BANK, A CALIFORNIA CORPORATION, AS TRUSTEE

BY Frederick H. Brown Trust Officer

BY A. H. Thompson Asst. Vice President

TITLE INSURANCE AND TRUST COMPANY, A CORPORATION, HEREBY CERTIFIES THAT ACCORDING TO THE OFFICIAL RECORDS OF THE COUNTY RECORDER'S OFFICE OF SAN DIEGO COUNTY, CALIFORNIA, ON THE 25 DAY OF JULY 1970, AT 8:00 A.M., AVCO COMMUNITY DEVELOPERS, INC., A CALIFORNIA CORPORATION WHO ACQUIRED TITLE AS RANCHO BERNARDO, INC., A CALIFORNIA CORPORATION, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST RECORDED FEBRUARY 23 1968 AS FILE PAGE NO. 30757 SERIES 9 BOOK 1268 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, HERE ALL THE OWNERS AND THE ONLY PARTIES INTERESTED IN AND WHOSE CONSENT WAS NECESSARY TO PASS A CLEAR TITLE TO THE LAND ENCOMPASSED WITHIN THE SUBDIVISION TO BE KNOWN AS BERNARDO GREENS WEST UNIT NO. 3 AS SHOWN ON THIS MAP CONSISTING OF 8 SHEETS AND PARTICULARLY DESCRIBED IN THE CAPTION THEREOF

IN WITNESS WHEREOF SAID TITLE INSURANCE AND TRUST COMPANY, A CORPORATION HAS CAUSED THIS INSTRUMENT TO BE EXECUTED UNDER ITS CORPORATE NAME AND SEAL BY ITS PROPER OFFICERS THEREUNTO DULY AUTHORIZED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN

TITLE INSURANCE AND TRUST COMPANY

BY W. L. Smith ASSISTANT VICE PRESIDENT

BY Donald R. Main ASSISTANT SECRETARY

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

ON THIS 17th DAY OF July, 1970, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Wesley G. Mather KNOWN TO ME TO BE Vice President AND Forrest F. Wilson KNOWN TO ME TO BE Best Secretary OF AVCO COMMUNITY DEVELOPERS, INC., A CALIFORNIA CORPORATION, WHO ACQUIRED TITLE AS RANCHO BERNARDO, INC., A CALIFORNIA CORPORATION, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE SAME ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME PURSUANT TO ITS BYLAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL, THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Charles L. Gray
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

MY COMMISSION EXPIRES March 20, 1973

STATE OF CALIFORNIA)
COUNTY OF San Diego) ss. Los Angeles

ON THIS 27th DAY OF July, 1970, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Harold S. Brown KNOWN TO ME TO BE Trust Officer AND A. H. Thompson KNOWN TO ME TO BE Asst. Vice President OF UNITED CALIFORNIA BANK, A CALIFORNIA CORPORATION, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AS TRUSTEE AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE SAME ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME AS TRUSTEE, PURSUANT TO ITS BYLAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL, THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Harry Wallace
NOTARY PUBLIC IN AND FOR SAID

MAP NO. 0100

WEST UNIT NO. 3

SHEET 1 OF 8 SHEETS

NOTING TO MAP THEREOF IN BOOK 2
LOT US OF BERNARDO GREENS WEST
OFFICE OF COUNTY RECORDER OF
COUNTY OF SAN DIEGO STATE OF

APPROVED THIS 32 DAY OF October 1970. AFTER
EXAMINATION OF MAP AND CERTIFICATES THEREON

JOHN W. WITT
CITY ATTORNEY

BY *Frederick R. Conrad*
DEPUTY

APPROVED AND RECOMMENDED THIS 7 DAY OF October 1970.
AFTER EXAMINATION OF THIS MAP BY THE PLANNING DIRECTOR

JAMES L. COFF

ATTEST:

James L. Coff
PLANNING DIRECTOR

Mary M. Bagaloff
SECRETARY

I, E. F. GABRIELSON, CITY ENGINEER OF THE CITY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT I HAVE EXAMINED THE ANNEXED MAP OF THIS SUBDIVISION TO BE KNOWN AS BERNARDO GREENS WEST UNIT NO. 3 CONSISTING OF 8 SHEETS AND DESCRIBED IN THE CAPTION THEREOF, AND HAVE FOUND THAT THE DESIGN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE "SUBDIVISION MAP ACT OF 1943" OF THE STATE OF CALIFORNIA, AS AMENDED, AND OF ANY LOCAL ORDINANCE OF SAID CITY APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT. I HEREBY APPROVE AND RECOMMEND SAID MAP DATED: Oct 7 1970

E. F. GABRIELSON
CITY ENGINEER

BY *E. F. Gabrielson*

WE, COUNTY TREASURER, COUNTY ENGINEER, AND DIRECTOR OF DEPARTMENT OF SANITATION AND FLOOD CONTROL OF THE COUNTY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT THERE ARE NO UNPAID SPECIAL ASSESSMENTS OR BONDS WHICH MAY BE PAID IN FULL SHOWN BY THE BOOKS OF OUR OFFICES AGAINST THE TRACT OR SUBDIVISION OR ANY PART THEREOF SHOWN ON THE ANNEXED MAP AND DESCRIBED IN THE CAPTION THEREOF

DELANAY J. DICKSON
COUNTY TREASURER

BY *DeLaney J. Dickson* DATED: 10-29-70 1970.

H. M. TAYLOR
COUNTY ENGINEER

BY *H. M. Taylor* DATED: 10-29-70 1970.

C. J. HOUSCH
DIRECTOR OF
DEPARTMENT OF SANITATION
AND FLOOD CONTROL

BY *C. J. Housch* DATED: 10-29-70 1970.

I, CHARLES W. CHRISTENSEN, A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA, HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION WAS MADE BY ME, OR UNDER MY DIRECTION, BETWEEN November 11, 1969, AND November 12, 1969, AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN WITHIN THIRTY DAYS AFTER THE INSTALLATION OF THE REQUIRED IMPROVEMENTS AND THEIR ACCEPTANCE BY THE CITY ENGINEER. I WILL SET MONUMENTS AS FOLLOWS WHICH SHALL OCCUPY THE POSITIONS SHOWN ON THIS MAP AND BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED: ALONG THE SUBDIVISION BOUNDARY AT CORNERS, ANGLE POINTS, AND POINTS OF CURVE - TWO (2) INCH DIAMETER PIPES; AT INTERIOR LOT CORNERS - THREE-QUARTER (3/4) INCH DIAMETER PIPES; AT LOT CORNERS AND ALL POINTS OF CURVE ALONG DEDICATED STREETS - DISCS SET RADIAL OR AT RIGHT ANGLES TO THE STREET PROPERTY LINE IN THE CURBS AT AN OFFSET OF 9.75 FEET. EXCEPT THAT A 3.75 FOOT OFFSET WILL BE USED ON BERNARDO VISTA DRIVE ADJACENT TO LOT 2273 ON REGALO LANE ADJACENT TO LOT 2272, AND ON GRACIOSA COURT ADJACENT TO LOTS 2257 THROUGH 2254 AND LOT 2271, AND EXCEPT THAT ON BAJADA ROAD WITHIN TRANSITION AREA THE TRUE POINTS WILL BE SET AS SHOWN IN LIEU OF THE OFFSET POINTS, AND EXCEPT THAT WHERE SIDE LOT LINES ARE NOT RADIAL OR AT RIGHT ANGLE TO THE STREET PROPERTY LINE SUCH OFFSET POINTS WILL NOT BE SET BUT INSTEAD THREE-QUARTER (3/4) INCH DIAMETER PIPES WILL BE SET AT THE TRUE CORNERS.

BY *Charles W. Christensen*
CHARLES W. CHRISTENSEN, RCE B195

DATED: July 7 1970

I, A. S. GRAY, COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA, HEREBY APPROVE THE MAP BERNARDO GREENS WEST UNIT NO. 3 FOR THE SUBDIVISION SHOWN ON THE ANNEXED MAP CONSISTING OF 8 SHEETS AND DESCRIBED IN THE CAPTION THEREOF DATED: Oct 2 1970

A. S. GRAY
COUNTY RECORDER

BY *A. S. Gray*
DEPUTY

WE, G. J. FEELY, CITY TREASURER, AND I. P. FOWLER, STREET SUPERINTENDENT, BOTH OF THE CITY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT THERE ARE NO UNPAID BONDS ISSUED UNDER THE STREET IMPROVEMENT ACTS OF THE STATE OF CALIFORNIA AGAINST THE TRACT, OR SUBDIVISION, OR ANY PART THEREOF, AS SHOWN ON THE ANNEXED MAP CONSISTING OF 8 SHEETS AND DESCRIBED IN THE CAPTION THEREOF

G. J. FEELY
CITY TREASURER

BY *G. J. Feely* DATED: 10/29/70 1970

I. P. FOWLER
STREET SUPERINTENDENT

BY *I. P. Fowler* DATED: 10/29/70 1970

I, PORTER D. CROWNS, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT THE PROVISIONS OF CHAPTER 2, PART 2, DIVISION 4, OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA AS AMENDED HAVE BEEN COMPLIED WITH REGARDING DEPOSITS FOR TAXES ON THE PROPERTY WITHIN THIS SUBDIVISION.

PORTER D. CROWNS
CLERK OF THE BOARD
OF SUPERVISORS

BY *Porter D. Crowns* DATED: 10/29/70 1970

I, JOHN LOCKWOOD, CITY CLERK OF THE CITY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT BY RESOLUTION NO. 4288 THE COUNCIL OF SAID CITY HAS APPROVED THIS MAP OF BERNARDO GREENS WEST UNIT NO. 3

CONSISTING OF 8 SHEETS AND DESCRIBED IN THE CAPTION THEREOF AND HAS ACCEPTED ON BEHALF OF THE PUBLIC BAJADA ROAD, GRACIOSA COURT, REGALO LANE, BERNARDO VISTA DRIVE, A PORTION OF BERNARDO CENTER DRIVE AND A PORTION OF GRACIOSA ROAD, ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION, AND HAS ACCEPTED ON BEHALF OF THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION, ANY AND ALL ADJUTERS' RIGHTS OF ACCESS IN AND TO BAJADA ROAD, ADJACENT AND CONTIGUOUS TO LOTS 2252, 2253, 2254 AND A PORTION OF LOT 2276; ANY AND ALL ADJUTERS' RIGHTS OF ACCESS IN AND TO GRACIOSA COURT, ADJACENT AND CONTIGUOUS TO LOTS 2257 THROUGH 2254; ANY AND ALL ADJUTERS' RIGHTS OF ACCESS IN AND TO REGALO LANE, ADJACENT AND CONTIGUOUS TO LOT 2272; AND ANY AND ALL ADJUTERS' RIGHTS OF ACCESS IN AND TO BERNARDO VISTA DRIVE ADJACENT AND CONTIGUOUS TO LOT 2273; ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION, AND HAS ACCEPTED ON BEHALF OF THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION THE EASEMENTS WITH THE RIGHT OF IMPASS AND EGRESS FOR THE CONSTRUCTION AND MAINTENANCE OF SEWER, WATER AND DRAINAGE FACILITIES, ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION; RESERVING, HOWEVER, TO THE OWNER OF THE FEE UNDERLYING ANY EASEMENTS HEREIN ACCEPTED THE CONTINUED USE OF THE SURFACE OF SAID REAL PROPERTY, AND SUBJECT TO THE FOLLOWING CONDITIONS: THE ERRECTING OF BUILDINGS, MASONRY WALLS, MASONRY FENCES AND OTHER STRUCTURES; OR THE PLANTING OR GROWING OF TREES OR SHRUBS; OR CHANGING THE SURFACE GRADE; OR THE INSTALLATION OF PRIVATELY-OWNED PIPE LINES SHALL BE PROHIBITED UNLESS WRITTEN PERMISSION IS FIRST OBTAINED FROM THE CITY OF SAN DIEGO.

IN WITNESS WHEREOF, SAID COUNCIL HAS CAUSED THESE PRESENTS TO BE EXECUTED BY THE CITY CLERK AND ATTESTED BY ITS SEAL THIS 1st DAY OF November 1970.

JOHN LOCKWOOD
CITY CLERK

BY *John Lockwood*
DEPUTY

P.P.
60

FILE NO. 207323

I, A. S. GRAY, COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT I HAVE ACCEPTED FOR RECORDED THIS MAP FILED AT THE REQUEST OF CHARLES W. CHRISTENSEN THIS 12 DAY OF November 1970. AT 3:45 O'CLOCK P.M.

FEE \$ 10.00

SHEET 1 OF 8 SHEETS

1. A. S. GRAY, COUNTY RECORDER OF THE COUNTY OF SAN DIEGO
CALIFORNIA, HEREBY AFFIRMS THAT THE ABOVE
RECORDING WAS MADE IN ACCORDANCE WITH THE
RELEVANT SUBDIVISION MAP ON THE WHOLESEAL TRACT
AND DESCRIBED IN THE CAPTION THEREOF. DATED: 02-21-1970
BY: Gray

A. S. GRAY
COUNTY RECORDER

[illegible][illegible]

PERMISSION TO PRINT OBTAINED FROM THE CITY OF SAN DIEGO

IN WITNESS WHEREOF, SAID COUNCIL HAS CAUSED THESE PRESENTS TO BE
EXECUTED BY THE CITY CLERK AND ATTESTED BY ITS SEAL THIS 12 DAY
OF September 1958

JOHN LOONCOO
CITY CLERK

BY [Signature]
CITY CLERK

FILE NO. 207373
1. A. S. GRAY COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA,
HEREBY CERTIFY THAT I HAVE ACCEPTED FOR RECORD AND FILED IN
THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA,
THE REQUEST OF CHARLES W. CHRISTENSEN THIS 12 DAY OF September 1958.
AT SAN DIEGO, CALIF. 12
SEE \$ 10.00

FILE NO. 227,372E

I, A. S. GRAY, CLERK OF THE COURT OF THE COUNTY OF
 HEREBY CERTIFY THAT I HAVE ACCEPTED FOR REGISTRATION THIS VAP FILED
 THE REQUEST OF CHARLES M. CHRISTENSEN THIS 24 DAY OF NOVEMBER, 1970
 AT 3:45 O'CLOCK P. M.
 FEE \$ 10 00
 J. A. H. 10-10-70



1. SHEET 2 OF THIS MAP IS A KEY WITH THE SUBDIVISION BOUNDARY TRAVERSE. IT DOES NOT SHOW MONUMENTS FOUND OR SET. SEE SHEETS 3 THROUGH 8 INCLUSIVE FOR MONUMENTS FOUND OR SET AS INDICATED IN LEGEND.

2. ALL STRAIGHT LINES INTERSECTING OR MEETING CURVES AT APPARENT RADIAL OR TANGENT CONDITIONS ARE RADIAL OR TANGENT-RESPECTIVELY UNLESS SHOWN OTHERWISE IN THE LIST OF LINEAR AND ANGULAR DIMENSIONS.

- THE CENTERS OF CURVES POINT NUMBERS ARE LISTED ON EACH SHEET FOR THE RESPECTIVE CURVES SHOWN. THESE CENTER POINT NUMBERS ARE LISTED FOR CONVENIENCE TO IDENTIFY POINT NUMBERS USED.

- 4 SOILS REPORT BY
 DR. W. C. CLYDE, SR., 1017 S. 4TH ST., ST. LOUIS, MO. 63104
 BY: J. C. CLYDE
 DATE: 12-13-62

5. COORDINATES SHOWN ON THIS SHEET ARE TO SECOND ORDER
IN TERMS OF CALIFORNIA LOCOD-DATE SYSTEM GRID ZONE 8.
BASED LOCALLY ON FIRST OR SECOND ORDER STATION 5 BLACK
SAN DIEGO COUNTY STATION WHITE TANK PER B OF 5 6081

1. 1" SEI 2" PIPE 20" IN LENGTH WITH DISC STAMPED RCE 8195
2. FOUND 2" PIPE WITH DISC MARKED RCE 8195 PER MAP NO. 5579
MAP NO. 5970 AND MAP NO. 6107
3. FOUND 2" PIPE WITH DISC STAMPED RCE 8195
PER MAP NO. 6107
4. FOUND 2" PIPE WITH DISC MARKED RCE 8195 PER MAP NO. 6161
AND MAP NO. 6107

- 171 INDICATES FIRST AND LAST LOT NUMBER RESPECTIVELY
 172 INDICATES 4-BUFFERS RIGHTS OF ACCESS RELINQUISHED HEREON
 173 SET CONVEYOL HIGHLIGHT PER CITY STANDARD DRAWING M-21,
 174 VOLUME 66-1, DOCUMENT NO. 7-26,180

THE NORTHERLY LINE OF BERNARDO GREENS WEST UNIT NO. 2,
TRESUB NO. 1, MAP NO. 04171 E., 574°15'37" W. 552.311.

THIS SUBDIVISION CONTAINS 18.367 ACRES GROSS

113
LOIS
LOT A. NOT A BUILDING SITE

BERNARDO GREENS WEST UNIT NO. 3

BAJADA ROAD - BOUNDARY

SHEET 4, LOTS 2232-2241, 2239-2241

PT. #	BEARING	LENGTH	OR	REMARKS
PT. #	DEG MIN SEC	RADIUS		
1102	1045 377-33-23C	16.00		
1095	1074 377-33-23C	222.00	RAD	
1078	1094 351-10-17W	222.00	RAD	
1094	1093 538-49-43E	137.92		
1093	1104 531-10-17W	16.00		
1103	1072 541-10-17E	276.00	RAD	
1103	1102 50-36-20	247.15	ARC	
1074	1102 477-33-23W	276.00	RAD	

PT. #12	BEARING	LENGTH	REMARKS
PT. #12	DEG MIN SEC	RADIUS	REMARKS
1140	1128 531-10-17W	100.00	
1140	1093 531-10-17W	579.00	RAD
1093	1093 451-10-17E	526.00	RAD
1093	1104 531-10-17W	56.00	
1104	1073 531-10-17W	472.00	RAD
1093	1148 451-10-17E	783.60	
1148	1174 410-8-10W	287.13	
1174	1173 410-8-10W	70.00	
1173	1177 410-8-10W	70.00	
1177	1191 379-31-44E	82.00	
1191	1074 484-48-42E	276.00	RAD
1074	1102 477-33-23W	276.00	RAD
1102	1093 377-33-13E	56.00	
1093	1123 412-8-10E	147.24	
1123	1143 5 8-10-10W	131.40	
1143	1140 338-49-43E	227.85	

SHEET & BOUNDARY		BEARING ON		LENGTH	
		DEG	MIN	SEC	RADIUS
		PT. #12	DEG MIN SEC	RADIUS	REMARKS
		1140	1128 531-10-17W	100.00	
		1140	1093 531-10-17W	579.00	RAD
		1093	1093 451-10-17E	526.00	RAD
		1093	1104 531-10-17W	56.00	
		1104	1073 531-10-17W	472.00	RAD
		1093	1148 451-10-17E	783.60	
		1148	1174 410-8-10W	287.13	
		1174	1173 410-8-10W	70.00	
		1173	1177 410-8-10W	70.00	
		1177	1191 379-31-44E	82.00	
		1191	1074 484-48-42E	276.00	RAD
		1074	1102 477-33-23W	276.00	RAD
		1102	1093 377-33-13E	56.00	
		1093	1123 412-8-10E	147.24	
		1123	1143 5 8-10-10W	131.40	
		1143	1140 338-49-43E	227.85	
LOT NUMBER 2235					
1137 1125		57-53-17W	55.26	RAD	
1125 1125		72-41-55E	64.00	ABC	
1125 1125		72-41-55E	64.00	ABC	
1125 1125		72-41-55E	64.00	ABC	
1076 1114		58-33-06	276.00	RAD	
1076 1114		58-33-06	276.00	RAD	
1076 1114		58-33-06	276.00	RAD	
1076 1114		58-33-06	276.00	RAD	
1076 1114		58-33-06	276.00	RAD	
1076 1114		58-33-06	276.00	RAD	
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1076 1114		58-33-06	276.00	RAD	
1076 1114		58-33-06	276.00	RAD	
1076 1114		58-33-06	276.00	RAD	
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1076 1114		58-33-06	276.00	RAD	
1076 1114		58-33-06	276.00	RAD	
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1076 1114		58-33-06	276.00	RAD	

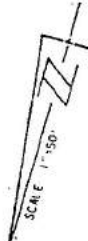
PT. #12	BEARING	LENGTH	REMARKS
PT. #12	DEG MIN SEC	RADIUS	REMARKS
1140	1128 531-10-17W	100.00	
1140	1093 531-10-17W	579.00	RAD
1093	1093 451-10-17E	526.00	RAD
1093	1104 531-10-17W	56.00	
1104	1073 531-10-17W	472.00	RAD
1093	1148 451-10-17E	783.60	
1148	1174 410-8-10W	287.13	
1174	1173 410-8-10W	70.00	
1173	1177 410-8-10W	70.00	
1177	1191 379-31-44E	82.00	
1191	1074 484-48-42E	276.00	RAD
1074	1102 477-33-23W	276.00	RAD
1102	1093 377-33-13E	56.00	
1093	1123 412-8-10E	147.24	
1123	1143 5 8-10-10W	131.40	
1143	1140 338-49-43E	227.85	

PT. #12	BEARING	LENGTH	REMARKS
PT. #12	DEG MIN SEC	RADIUS	REMARKS
1140	1128 531-10-17W	100.00	
1140	1093 531-10-17W	579.00	RAD
1093	1093 451-10-17E	526.00	RAD
1093	1104 531-10-17W	56.00	
1104	1073 531-10-17W	472.00	RAD
1093	1148 451-10-17E	783.60	
1148	1174 410-8-10W	287.13	
1174	1173 410-8-10W	70.00	
1173	1177 410-8-10W	70.00	
1177	1191 379-31-44E	82.00	
1191	1074 484-48-42E	276.00	RAD
1074	1102 477-33-23W	276.00	RAD
1102	1093 377-33-13E	56.00	
1093	1123 412-8-10E	147.24	
1123	1143 5 8-10-10W	131.40	
1143	1140 338-49-43E	227.85	

LOT NUMBER	2240	
1172	1150 MAG-10-17E	501.4
1150	1172 338-49-43E	227.85
1172	1143 5 8-10-10W	131.4
1143	1140 338-49-43E	227.85
1140	1170 331-10-17W	541.4
1170	1172 MAG- 9-10W	50.6
LOT NUMBER	2241	
1117	1111 379-31-42E	42.01
1111	1074 484-48-42E	276.00
1074	1106 MAG-48-42E	276.00
1106	1093 377-33-13E	56.00
1093	1123 412-8-10E	147.24
1123	1143 5 8-10-10W	131.4
1143	1140 338-49-43E	227.85

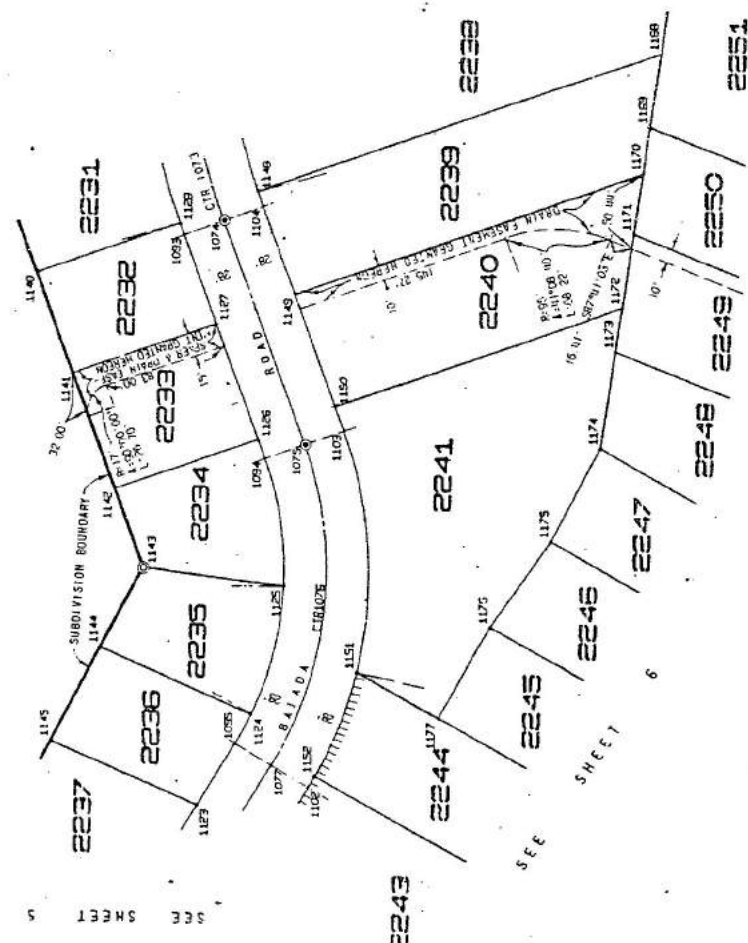
PT. #12	BEARING	LENGTH	REMARKS
PT. #12	DEG MIN SEC	RADIUS	REMARKS
1140	1128 531-10-17W	100.00	
1140	1093 531-10-17W	579.00	RAD
1093	1093 451-10-17E	526.00	RAD
1093	1104 531-10-17W	56.00	
1104	1073 531-10-17W	472.00	RAD
1093	1148 451-10-17E	783.60	
1148	1174 410-8-10W	287.13	
1174	1173 410-8-10W	70.00	
1173	1177 410-8-10W	70.00	
1177	1191 379-31-44E	82.00	
1191	1074 484-48-42E	276.00	RAD
1074	1102 477-33-23W	276.00	RAD
1102	1093 377-33-13E	56.00	
1093	1123 412-8-10E	147.24	
1123	1143 5 8-10-10W	131.40	
1143	1140 338-49-43E	227.85	

CENTERLINE - BAJADA ROAD				
	BEARING	LENGTH		
	OR DELTA			
PT	PZ	DEG MIN SEC	RADIUS	REMARKS
074	1075	N28-49-43W	157.42	
075	1074	N11-10-17E	150.00	RAD



SCALE 1"=50'

RANCHO SAN BERNARDO R.C.S. 6081



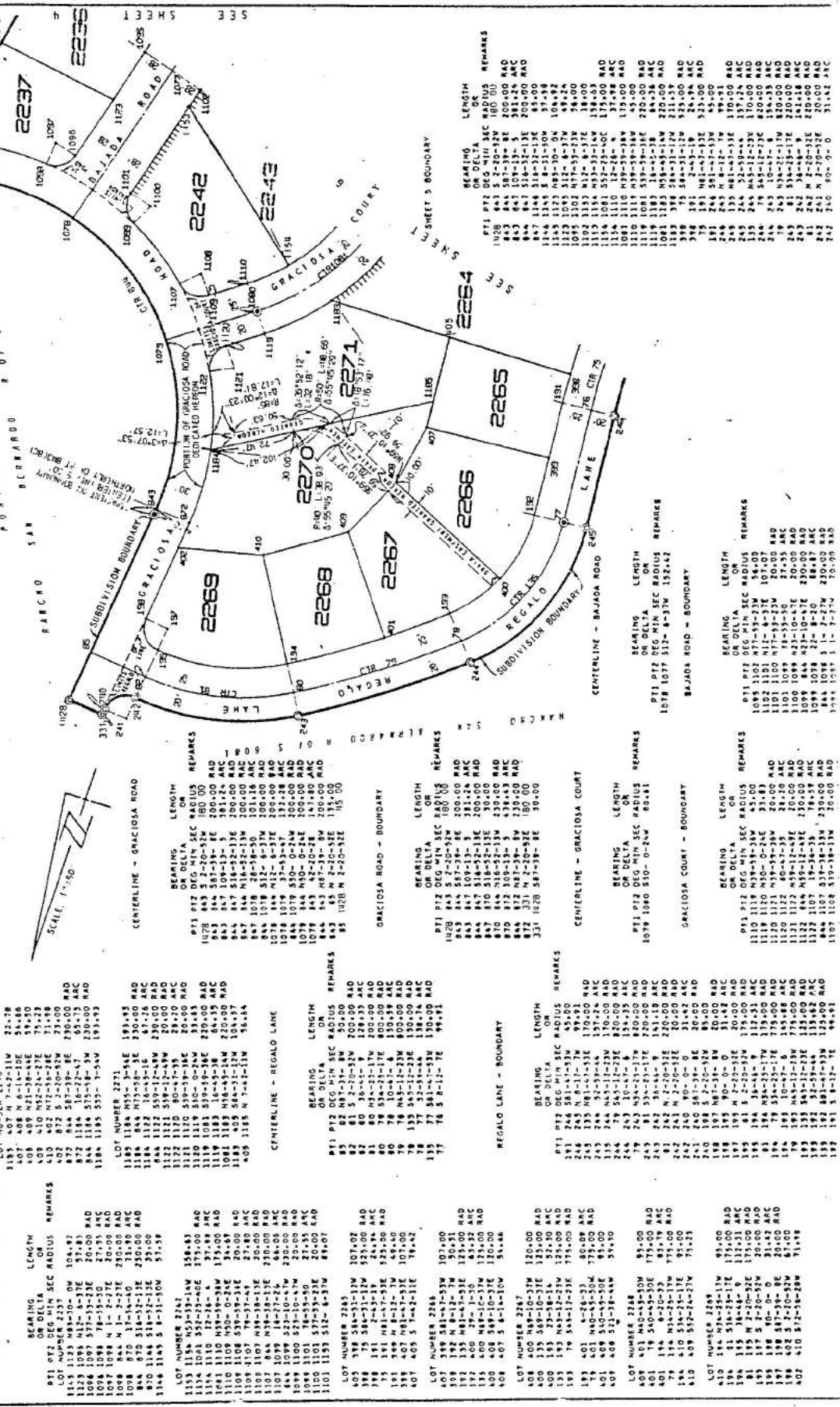
SEE SHEET 7

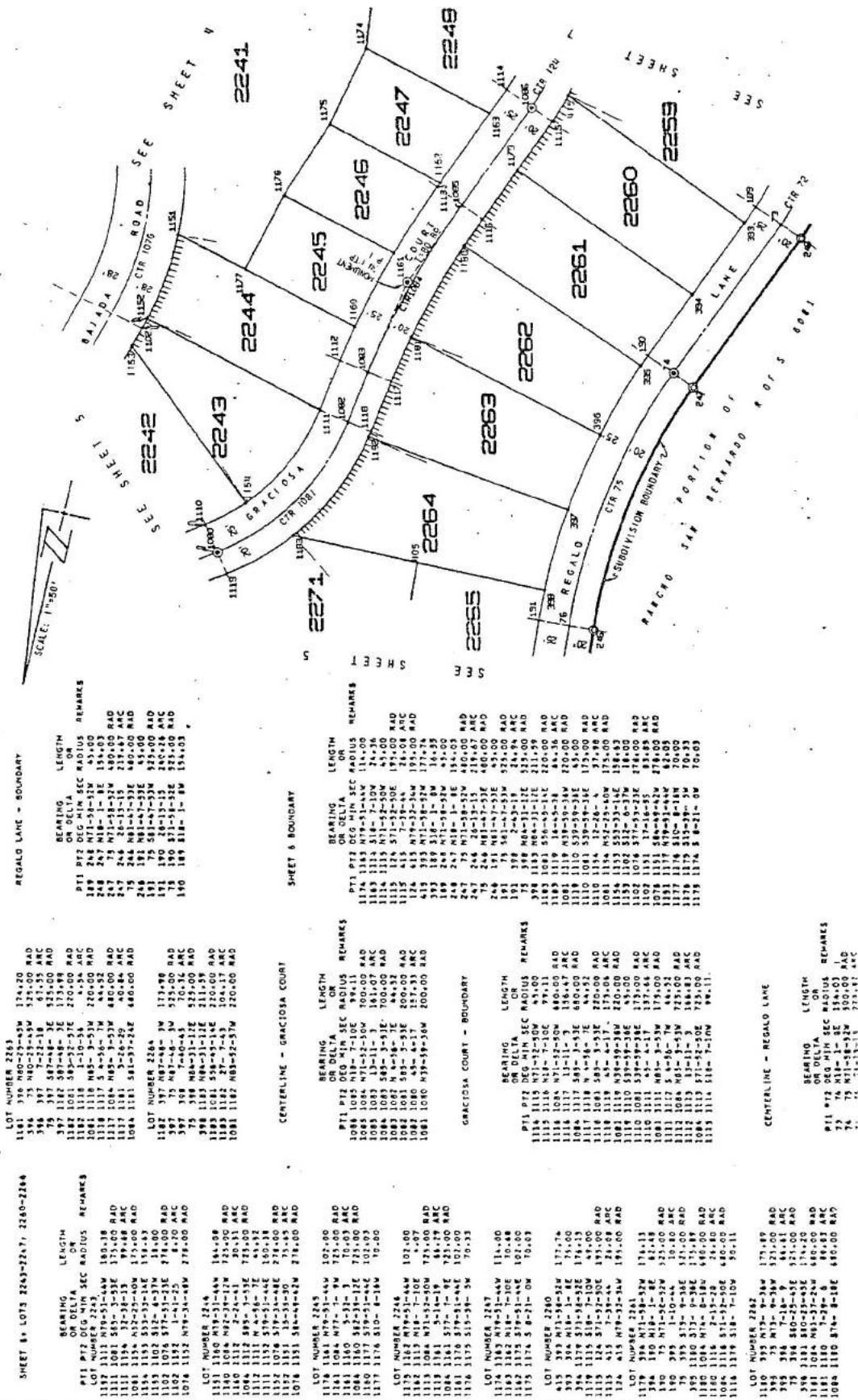
CENTERLINE - BAJADA ROAD

	BEARING OR DELTA	LENGTH	RADIUS	REMARKS
PT. #12	DEG MIN SEC			
074 1075	N28-48-33W	157.42		
075 1074	N11-10-17E	150.00		RAD

BERNARDO GREENS, WEST UNIT NO. 3

SHEET 5, LOTS 2237, 2242, 2243-2271





9	86-8-17A	47-1-C	100-00 RAD	276 1196	2-9-15		
1	86-8-17C	47-1-C	100-00 RAD	46 1116	5-1-	7-10W	1930-00 RAD



BERNARDO VISTA DRIVE - BOUNDARY

CENTERLINE - REGALO LANE

BEARING OR DELTA	LENGTH OR	SEC RADIUS	REMARKS
171	172	SEC MIN	