



DOC # 1977-0618425

DEC 08, 1997 1:20 PM

Recording Requested By:
R.B. Swim & Tennis Club
(Bernardo Greens Unit No. 21,
Resub No. 1)

When Recorded, Return To:

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

674

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 14.00

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:

RECITALS

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 1974 through 1987, inclusive, of Bernardo Greens Unit No. 21, Resub. No. 1, according to the Map thereof No. 6610, filed in the Office of the Recorder of San Diego County, California, March 31, 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 April 2, 1970, as File/Page No. 57386,
2. The Amendment to Declaration of Restrictions, recorded May 10, 1983, as File/Page No. 83-153804,

3. The Amendment to Declaration of Restrictions, recorded July 18, 1997, as File/Page No. 97-0341871,

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 and 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 D. Hunt
President

By: Robert C. Boyce
Secretary

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

On December 3, 1997, before me, Barbara S. Kelly,
Notary Public, personally appeared Stuart D. 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



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



WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND EMPLOACED WITHIN THE SUBDIVISION TO BE KNOWN AS BERNARDO GREENS UNIT NO. 21, RESUB NO. 1

AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP CONSISTING OF 3 SHEETS AND DESCRIBED IN THE CAPTION THEREOF.

WE HEREBY DEDICATE TO PUBLIC USE A PORTION OF POWERADO 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 ADJUTERS' RIGHTS OF ACCESS IN AND TO POWERADO ROAD, ADJACENT AND CONTIGUOUS TO LOTS 1983 THROUGH 1987, 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 AND WATER 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, 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 PIPELINES SHALL BE PROHIBITED UNLESS WRITTEN PERMISSION IS FIRST OBTAINED FROM THE CITY OF SAN DIEGO.

AYCO COMMUNITY DEVELOPERS, INC. A CALIFORNIA CORPORATION WHO ACQUIRED TITLE AS RANCHO BERNARDO, INC. A CALIFORNIA CORPORATION.

BY John H. Haggard

BY John H. Haggard

UNITED CALIFORNIA BANK, A CALIFORNIA CORPORATION, AS TRUSTEE

BY John H. Haggard TRUST OFFICER

BY John H. Haggard DIST. VICE PRES.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO) ss.

ON THIS 27th DAY OF January, 1967, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED John H. Haggard KNOWN TO ME TO BE General Manager AND John H. Haggard KNOWN TO ME TO BE Assistant Vice President OF AYCO COMMUNITY DEVELOPERS, INC. A CALIFORNIA CORPORATION WHO ACQUIRED TITLE AS RANCHO BERNARDO, INC. A CALIFORNIA 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.

John H. Haggard
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

MY COMMISSION EXPIRES Sept. 30, 1973

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO) ss.

ON THIS 13th DAY OF March, 1970, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Harold S. Baugh KNOWN TO ME TO BE Trust Officer AND John H. Haggard KNOWN TO ME TO BE Assistant 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.

Karey Wallace
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

MY COMMISSION EXPIRES Dec. 2nd, 1973

BERNARDO GREENS I

BEING A SUBDIVISION OF A PORTION OF RANCHO SAN BERNARDO, ACCORDING TO OF LOTS 1790 THROUGH 1797 OF BERNARDO GREENS UNIT NO. 21, AND PORTION OF THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO RECORDER OF SAN DIEGO COUNTY, MAY 1, 1969.

ORDER NO. 921420

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, ON THE 17th DAY OF MARCH, 1970 AT 8:00 A.M. AYCO COMMUNITY DEVELOPERS, INC. A CALIFORNIA CORPORATION WHO ACQUIRED TITLE AS RANCHO BERNARDO, INC. A CALIFORNIA CORPORATION AS OWNER AND UNITED CALIFORNIA BANK, A CALIFORNIA CORPORATION AS TRUSTEE UNDER THOSE CERTAIN DEEDS OF TRUST RECORDED MAY 1, 1969 AS FILE PAGE NO. 751-753 SERIES 10 BOOK 5390 AND MAY 12, 1969 FILE PAGE NO. 84496 SERIES 10 BOOK 1501 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA, WERE ALL THE OWNERS AND ONLY PARTIES INTERESTED IN AND WHOSE CONSENT WAS NECESSARY TO PASS A CLEAR TITLE TO THE LAND EMBRACED WITHIN THE SUBDIVISION TO BE KNOWN AS BERNARDO GREENS UNIT NO. 21, RESUB NO. 1 AS SHOWN ON THIS MAP CONSISTING OF 3 SHEETS, AND PARTICULARLY DESCRIBED IN THE CAPTION THEREOF, OTHER THAN THE CITY OF SAN DIEGO, HOLDER OF EASEMENTS RECORDED FEBRUARY 28, 1919 AS DOCUMENT NO. 5390, IN BOOK 751, PAGE 59 OF DEEDS; MARCH 4, 1919 AS DOCUMENT NO. 3508 IN BOOK 751, PAGE 61 OF DEEDS; AUGUST 3, 1920 AS DOCUMENT NO. 20986, BOOK 751, PAGE 115 OF DEEDS, AND THAT THE EASEMENTS CANNOT RIPEN INTO A FEE.

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

TITLE INSURANCE AND TRUST COMPANY

BY John H. Haggard
ASSISTANT VICE PRESIDENT

BY John H. Haggard
ASSISTANT SECRETARY

UNIT NO 21, RESUB NO 1 SHEET 1 OF 3 SHEETS

MAP THEREOF RECORDED IN BOOK 2, PAGE 462 OF PATENTS, AND ALL
\$ OF FROMOSO DRIVE AND POMERADO ROAD NOW VACATED, BEING IN
BOOK NO. 63-42, FILED IN THE OFFICE OF COUNTY

APPROVED THIS 15 DAY OF MARCH, 1970 AFTER
EXAMINATION OF MAP AND CERTIFICATES THEREON.

JOHN W. WITT
CITY ATTORNEY

BY: [Signature]
DEPUTY

APPROVED AND RECOMMENDED THIS 15 DAY OF MARCH, 1970
AFTER EXAMINATION OF MAP

CITY PLANNING COMMISSIONER OF THE CITY OF SAN DIEGO, CALIFORNIA

BY: [Signature] PLANNING DIRECTOR

BY: [Signature] 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 UNIT NO. 21, RESUB NO. 1
CONSISTING OF 3 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 MY 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: March 15, 1970

E. F. GABRIELSON
CITY ENGINEER

BY: [Signature]

WE, COUNTY TREASURER OF THE COUNTY OF SAN DIEGO, CALIFORNIA,
COUNTY ENGINEER OF SAID COUNTY, AND COUNTY DIRECTOR OF SPECIAL
DISTRICT SERVICES OF SAID COUNTY, 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 BY: [Signature] DATED: 3-16, 1970
COUNTY TREASURER DEPUTY

H. M. TAYLOR BY: [Signature] DATED: 3-16, 1970
COUNTY ENGINEER DEPUTY

WARREN A. BARNEY BY: [Signature] DATED: 3-16, 1970
COUNTY DIRECTOR OF SPECIAL DISTRICT SERVICES DEPUTY

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
OCTOBER 13, 1969, AND OCTOBER 17, 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 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: [Signature] DATED: Nov. 20, 1969.
CHARLES W. CHRISTENSEN, RCE 8195

I, A. S. GRAY, COUNTY RECORDER OF THE COUNTY OF SAN DIEGO,

CALIFORNIA, HEREBY APPROVE THE NAME
BERNARDO GREENS UNIT NO. 21, RESUB NO.

FOR THE SUBDIVISION SHOWN ON THE ANNEXED MAP CONSISTING OF 3 SHEETS
AND DESCRIBED IN THE CAPTION THEREOF DATED MARCH 7, 1969.

A. S. GRAY
COUNTY RECORDER

BY: [Signature]
DEPUTY

WE, G. J. FEELEY, CITY TREASURER, AND JOHN 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 3 SHEETS AND DESCRIBED IN THE CAPTION THEREOF

G. J. FEELEY BY: [Signature] DATED: March 16, 1970
CITY TREASURER DEPUTY

JOHN P. FOWLER BY: [Signature] DATED: March 16, 1970
STREET SUPERINTENDENT DEPUTY

I, PORTER D. CREMANS, 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. CREMANS BY: [Signature] DATED: 3-16, 1970
CLERK OF THE BOARD OF SUPERVISORS

I, JOHN LOCKWOOD, CITY CLERK OF THE CITY OF SAN DIEGO, CALIFORNIA,
HEREBY CERTIFY THAT BY RESOLUTION NO. 22312 THE
COUNCIL OF SAID CITY HAS APPROVED THIS MAP OF
BERNARDO GREENS UNIT NO. 21, RESUB NO. 1
CONSISTING OF 3 SHEETS AND DESCRIBED IN THE CAPTION THEREOF, AND HAS
ACCEPTED ON BEHALF OF THE PUBLIC A PORTION OF POMERADO 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
ALTERATIONS, RIGHTS OF ACCESS IN AND TO POMERADO ROAD ADJACENT AND
CONTIGUOUS TO LOTS 1963 THROUGH 1987; 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 INGRESS AND
EGRESS FOR THE CONSTRUCTION AND MAINTENANCE OF SEWER AND WATER
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
OF BUILDINGS, MASONRY WALLS, VARIOUS FENCES AND OTHER STRUCTURES; OR
THE PLANTING OR GROWING OF TREES OR SHRUBS; OR CHANGING THE SURFACE
GRADE; OR THE INSTALLATION OF PRIVATELY OWNED PIPELINES 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 14th DAY OF MARCH, 1970

JOHN LOCKWOOD
CITY CLERK

BY: [Signature]
DEPUTY

FILE NO. 55755

I, A. S. GRAY, COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA,
HEREBY CERTIFY THAT I HAVE ACCEPTED FOR RECORDECTION THIS MAP FILED AT
THE REQUEST OF CHARLES W. CHRISTENSEN THIS 31 DAY OF MARCH, 1970
AT 10:50 O'CLOCK A.M.

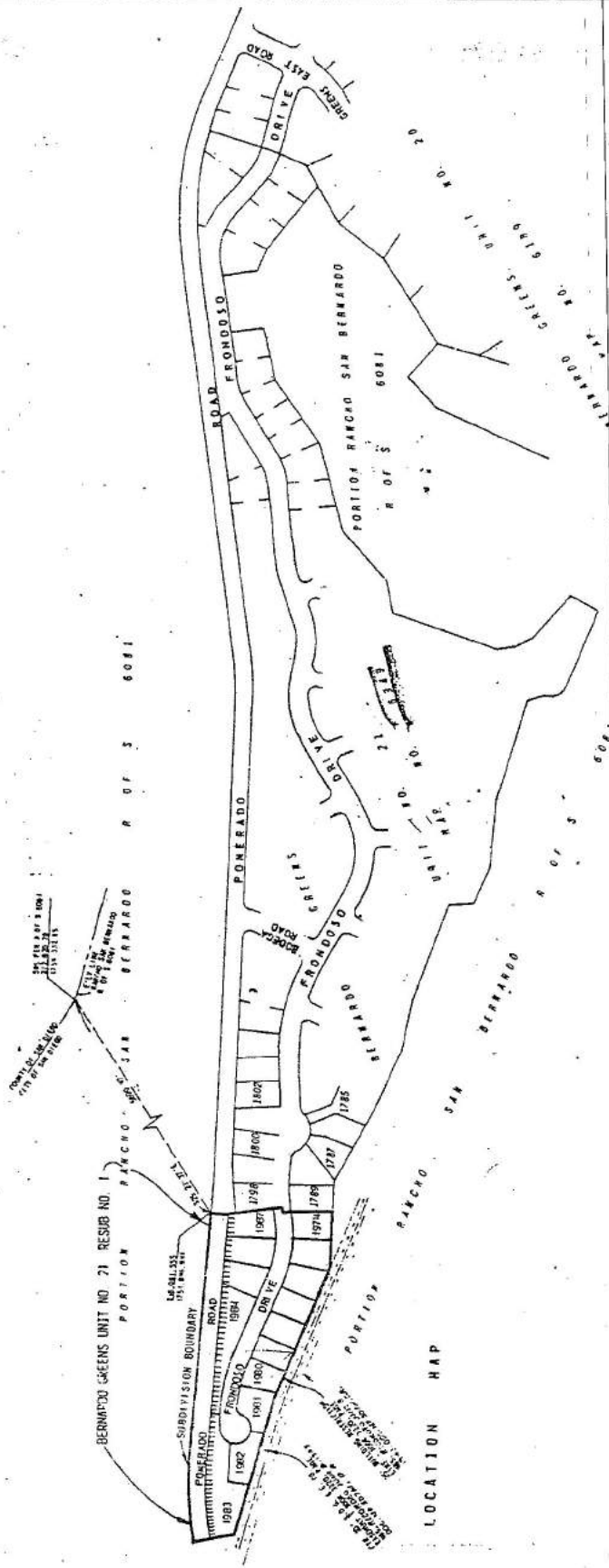
FEE \$ 9.00

A. S. GRAY
COUNTY RECORDER

BY: [Signature]
DEPUTY

P.P. 60

BERNARDO GREENS UNIT NO. 21, RESUB NO. 1



LEGEND

- ① = CON. MON. PER CITY STD. DNG. M 21, VOL. 68-1
- ② = SET 2" PIPE 24" IN LENGTH WITH DISC STAMPED RCE 8195
- ③ = SET NAIL WITH DISC STAMPED RCE 8195
- ④ = FOUND 2" PIPE WITH DISC STAMPED RCE 8196 PER MAP 5319
- ⑤ = FOUND CON. MON. WITH BRASS CIR. MARKED LS 2005 PER R OF S 6081 AND MAP NO. 0196
- ⑥ = INDICATE FIRST AND LAST LOT NUMBER RESPECTIVELY
- ||||| = ACCESS RIGHTS RELINQUISHED HEREIN

THIS SUBDIVISION CONTAINS 5.810 ACRES GROSS IN LOTS

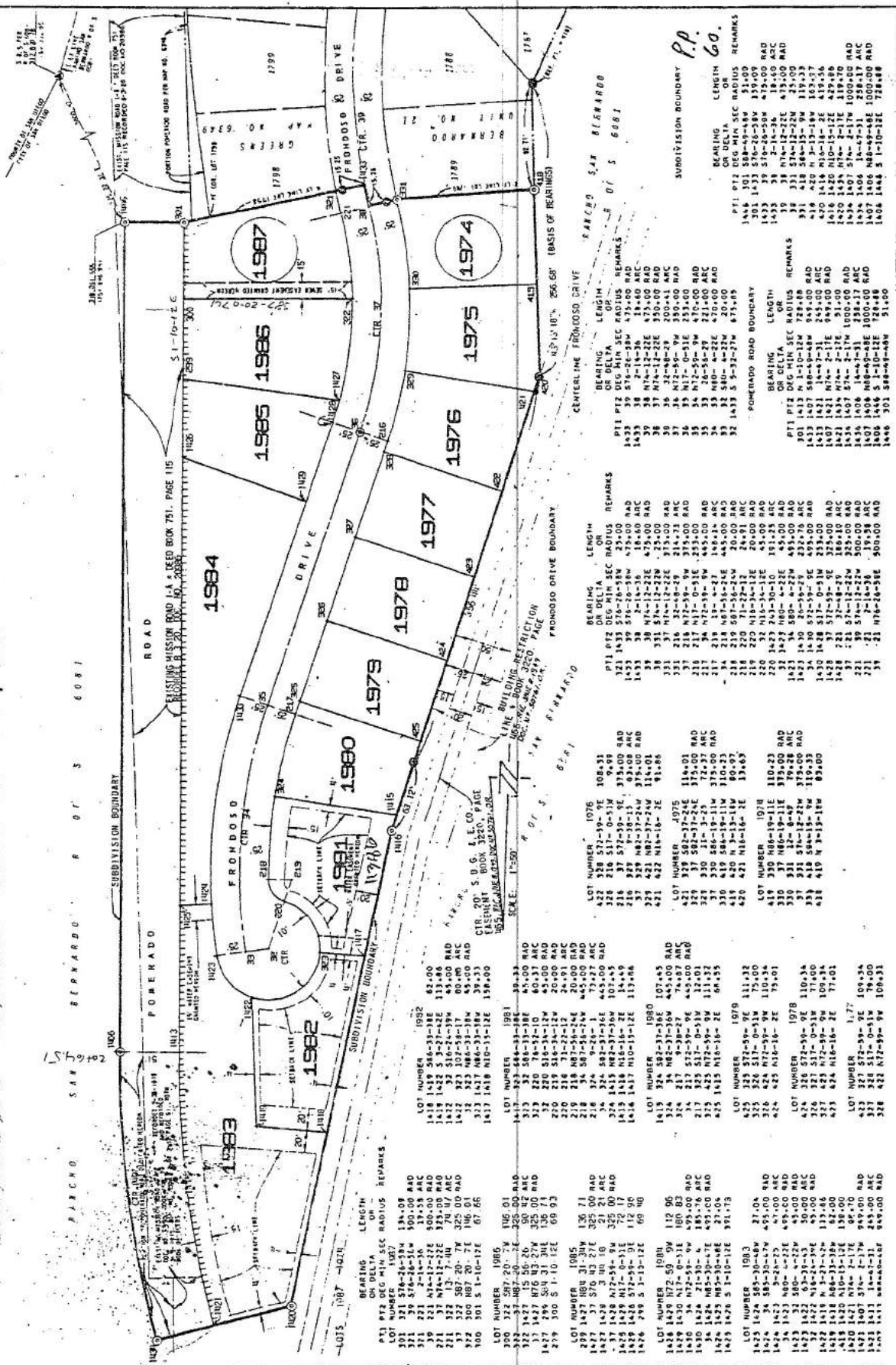
BASIS OF BEARING:
THE NORTHERLY SUBDIVISION BOUNDARY OF BERNARDO GREENS UNIT NO. 21
I.E., N 71° 13' 00" E 255.68'

SCALE 1" = 200'

NOTES:

1. SHEET 2 OF THIS MAP IS A KEY & LOCATION MAP.
SHEETS NOT SHOWN HEREON ARE FOUND ON SET. SEE
SHEETS NOT SHOWN HEREON FOR SET AS INDICATED
IN LEGEND.
2. ALL STRAIGHT LINES INTERSECTING OR MEETING CURVES AT
TANGENT RESPECTIVELY UNLESS OTHERWISE SHOWN IN THE
LIST OF LINEAR AND ANGULAR DIMENSIONS.
3. THE CHANGES OF CURVES POINT NUMBERS ARE LISTED IN EACH
SECTION OF THIS MAP. THE CHANGES OF CURVES POINT
NUMBERS ARE LISTED FOR CONVENIENCE TO IDENTIFY
POINT NUMBERS USED. COURSE DATA TO SAID POINTS ARE
SHOWN IN THE LISTS OF LINEAR AND ANGULAR DIMENSIONS.
4. SOILS REPORT BY:
WOLFEHARD, O. LEE & ASSOCIATES
DATE: APRIL 26, 1966
5. COORDINATES SHOWN ON THIS SHEET ARE TO 2ND ORDER SHOWN IN
THE NORTHERLY SUBDIVISION BOUNDARY OF BERNARDO GREENS UNIT NO. 21
BASED LOCALLY ON FIRST AND SECOND ORDER STATION
BLACK AND SAN DIEGO COUNTY STATION WHITE TANK PER
R OF S 6081.

P.P.
60



0) 888

86-195283

Recording requested by and when recorded return to:

Rancho Bernardo Swim and Tennis Club
10955 Bernardo Oaks Drive
San Diego, CA 92128

1966 MAY 26 AM 11:33

VERA L. LYLE
COUNTY RECORDER

AMENDMENT TO DECLARATION OF RESTRICTIONS

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

RECITALS

A. A Declaration of Restrictions was filed for record on May 16, 1969, at File/Page No. 86892, Official Records of San Diego County, California. Said Declaration of Restrictions was amended by document recorded July 11, 1969, Document No. 125642, Official Records of San Diego County, California. Said Declaration, as so amended is referred to herein as the "Declaration".

B. Said Declaration of Restrictions was further amended by a Document No. 83-153803, Official Records of San Diego County, California. Said Declaration as so amended is referred to herein as the "Declaration".

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

D. The Declaration encumbers:
Lots 1715 to 1789 and 1798 to 1830, inclusive of Bernardo Greens Unit No. 21 in the City of San Diego, County of San Diego, State of California according to Map thereof No. 6149, filed in the Office of the Recorder of San Diego County, California.

NOW, THEREFORE, the Declaration is amended as follows:

Paragraphs 11, 14, and 22 shall be deleted and the following paragraphs shall be substituted in their place.

11. LOT MAINTENANCE. Each individual lot owner will keep, maintain, water, plant and replant all slope banks and yard areas located on such owner's lot so as to prevent erosion and to present an attractive appearance. 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 issued by the Architectural Committee of compliance with the provisions of this paragraph.

14. EXTERIOR ALTERATIONS. That no alterations shall be made in the exterior design or color of any structure unless such alterations, including any addition, installation of solar systems, or changing of roofing material 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.

22. NO COMMERCIAL BUSINESS OR ACTIVITIES. That no commercial business activities of any type or commercial raising of cats and dogs 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 on any lot which may become an annoyance or nuisance to the neighborhood.

RF 33.24
AR 22 -
MG 1

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

When Recorded Mail To:
Rancho Bernardo, Inc.
12425 Rancho Bernardo Road
San Diego, California 92128

1167

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS made this 10th day of July, 1969, by RANCHO BERNARDO, INC., a California corporation, hereinafter called "Owner", amends that certain Declaration of Restrictions dated February 26, 1969 made by Owner, all as hereinafter more fully set forth:

W I T N E S S E T H :

WHEREAS, Owner did heretofore under date of February 26, 1969 make certain Declaration of Restrictions which was thereafter recorded in the Office of the County Recorder of San Diego County, California on May 16, 1969, at File/Page 86892, Series 10, Book 1969; 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 1715 to 1830, inclusive, of Bernardo Greens Unit No. 21 according to Map 6344 filed in the Office of the County Recorder of San Diego County, May 1, 1969;

hereinafter referred to as "Real Property"; and

WHEREAS, Owner is the present owner of seventy-five percent (75%), or more, of said lots located in said Real Property; and

WHEREAS, said Declaration of Restrictions provides that the same may be amended by an instrument in writing signed by the owners of seventy-five percent (75%), or more, of said lots located in said Real Property; and

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

FILE/PAGE NO. 125642
RECORDED REQUEST BY
LAW AND TRUST COMPANY

JUL 11 1 50 PM '69

SERIES 10 BOOK 1969
OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
A. S. GRAY, RECORDER

\$2.80

N: 125642
2

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

1. The lot numbers appearing in the sixth line
on Page 1 of said Declaration of Restrictions, to-wit:
"Lots 1715 to 1830" are hereby stricken and in lieu thereof
are substituted the following lot numbers, to-wit: "Lots 1715
to 1789 and 1798 to 1830".

2. The word "the" appearing after the word "of"
and prior to the word "lots" on the ninth line on Page 1 of
said Declaration of Restrictions is hereby stricken and in
lieu thereof is substituted the word "said".

3. The following lot numbers appearing in the
eleventh from the last line on Page 2 of said Declaration of
Restrictions, to-wit: "Lots 1795 through 1806" are hereby
stricken and in lieu thereof are substituted the following
lots numbers: "lots 1798 through 1806".

4. Except as hereinabove expressly modified, said
Declaration of Restrictions is hereby in all respects reaffirmed.

IN WITNESS WHEREOF, RANCHO BERNARDO, INC., Owner, has
signed this instrument the day and year first hereinabove written.

RANCHO BERNARDO, INC.

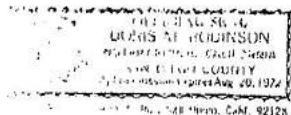
By J. L. Rogers, Vice President

(Corporate Seal)

STATE OF CALIFORNIA } ss
COUNTY OF SAN DIEGO }

On July 10, 1969, before me, the undersigned, a Notary
Public in and for said State, personally appeared J. L. ROGERS,
known to me to be the Vice President 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.



Loren M. Robinson
Notary Public in and for said
County and State

No. 125642

DECLARATION OF RESTRICTIONS

This Declaration of Building Restrictions and Architectural Control, made this 26th day of February, 1969 by RANCHO BERNARDO, INC., a corporation.

WHEREAS, RANCHO BERNARDO, INC., a corporation, herein referred to as "Owner" 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 1715 to 1830 inclusive of Bernardo Greens Unit No. 21 according to Map 6349 filed in the Office of the County Recorder of San Diego County, May 1, 1969.

WHEREAS, Owner is about to sell and convey some or all of the lots located within said Bernardo Greens Unit No. 21 and before selling or conveying any of said lots, desires to subject all of said lots in said Bernardo Greens Unit No. 21 to certain conditions and restrictions for the protection and benefit of Owner and any and all future owners of said lots or any of them.

WITNESSETH:

That the said Owner hereby certifies and declares that it has established and does hereby establish the following general plan for the protection and benefit of all of 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 Owner.

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 out-buildings, 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 Owner. Each of said persons so appointed shall be subject to removal at the direction of Owner at any time and from time to time, and all vacancies on said Committee shall be filled by appointment of Owner. In the event of failure of Owner to appoint such Committee or to fill any vacancies therein, then in such event the owner 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 East 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 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 1400 square feet on the ground floor of a one-store 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.

No 86892

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 complete 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 Unit No. 21.

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 percent (2%) of the cost of said dwelling 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 lot so as to prevent erosion and to present an attractive appearance. 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 issued by the Architectural Committee for compliance with the provisions 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. **FENCING.** All lots abutting on the golf course shall be allowed with Architectural Committee approval in writing, the right to erect a chain link fence on the rear lot line. Said fence to be four feet (4') in height unless a swimming pool is placed in rear yard, and then the fence shall be five feet (5') in height. No solid face fencing will be allowed on the side lot lines closer than fifteen (15') from the rear lot line. The owners of said lots will maintain and keep in good condition and repair all of said fence located on their respective lot lines. Owner has or will at Owner's expense construct a fence of wood and masonry along or parallel to the easterly boundary of Lots 1715, 1716, Lots 1795 through 1806 inclusive, Lots 1808, 1809, 1814, 1815, Lots 1818 through 1839 inclusive. The owners of said lots will maintain and keep in good condition and repair that part of said fence located on their lots respectively, and they will not remove or deface or in any way change or alter said fence or any part thereof, and if the owners of any of said lots respectively fail or refuse to fully and faithfully comply with, and conform to, the provisions of this paragraph, then Owner shall have the right to enter upon their said lots, respectively, and perform such work as may be necessary to fulfill the provisions of this paragraph and charge the reasonable cost thereof to the owners of the lot upon which such work is performed. 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 Unit No. 21, and in no event shall any fence, wall (except a retaining

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wall), rail or hedge be over 72 inches in height elsewhere on the lot except with the prior written consent of the Architectural Committee.

14. **EXTERIOR ALTERATIONS.** That no alteration shall be made to 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 constructions 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.

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 residence 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 outbuilding 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 purpose 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, posted, pasted, painted 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 or 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 drainage-way 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 conveyance of real property, a writing in which they agree 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 extensions of said conditions and restrictions.

25. NOTICE OF CLAIM OF BREACH. That the owner, 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 the 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 such sixty (60) days after the recording of such notice to establish such breach and if no such action has been commenced within such 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 Owner 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 any condition or restrictions herein contained be invalid, or hold invalid or void by any court of competent jurisdiction, such invalidity or nullity shall in no way affect any other condition or restriction 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 or of any other condition or restrictions.

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 Owner 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 Owner or the owner or owners of any lot or lots in Bernardo Greens Unit No. 21, 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 Owner of seventy-five (75%) per cent 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 guaranty 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 thereof 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.

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IN WITNESS WHEREOF, said Rancho Bernardo, Inc., a corporation, as Owner, has signed this instrument the day and year first hereinabove written.

RANCHO BERNARDO, INC.
a corporation

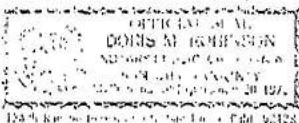
By

J. L. ROGERS ASSISTANT SECRETARY

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On February 26, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. L. Rogers, known to me to be the Assistant Secretary of the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.



Doris M. Robinson
Notary Public in and for
said County and State

FILE/PAGE NO. 86892
RECORDED BY 1050
TITLE INSURANCE AND TRUST COMPANY
MAR 10 10 34 AM '68
OFFICIAL RECORD
SAN DIEGO COUNTY, CALIF.
L. S. GRAY, RECORDER
46.00

No 86892

AMENDMENT TO BYLAWS
OF
RANCHO BERNARDO SWIM AND TENNIS CLUB

ARTICLE X is added to the Bylaws as follows:

ARTICLE X
Architectural Control and Enforcement

Section 1. Architectural Committee. The Board of Directors shall 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. Architectural committee members shall be appointed from the regular membership of this corporation. 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.

Section 2. Architectural Control. The architectural committee shall have the power to act in any manner authorized under any Declaration of Restrictions covering any part of the real property within the Rancho Bernardo subdivisions commonly known as the Greens, Gatewood Hills, and Bernardo Hills and other subdivisions in the Swim and Tennis area which elect to have this committee administer its Restrictions. Such power may include architectural control and approval activities, as well as making recommendations to the Board of Directors as to enforcement thereof by the corporation.

Section 3. Enforcement. The corporation shall have the power and authority to bring action, in the corporation's name, against any person who has violated any provision of any Declaration of Restrictions affecting any portion of the real property referred to in Section 2 above, provided that such Declaration so empowers the corporation. The architectural committee may advise the Board of Directors in matters of enforcement, but the final decisions concerning enforcement shall be with the Board.

Section 4. Assessments. In addition to any other power which this corporation has to assess its members, this corporation shall have the right to assess those members who are owners of residences in areas where architectural control and/or Declaration of Restrictions enforcement activities are authorized. This corporation shall have the right to enforce any such assessments in the manner authorized by the respective Declaration of Restrictions. Such assessments may include amounts to establish a reserve for payment of such activities. The corporation shall keep a separate account for all assessments and expenditures authorized by this Article X. The assessments shall be levied equally among all residences within the subdivisions where architectural control is authorized. Such assessments may be levied yearly or otherwise and may include costs and attorneys' fees authorized by the particular applicable Declaration of Restrictions.

Section 5. No Compensation to Architectural Committee. Architectural committee members shall not receive any compensation for their services; provided, however, committee members may be reimbursed for any reasonable out-of-pocket expenses actually incurred.

The undersigned hereby:

APPROVES: _____
(Signature)

DATE: _____

DISAPPROVES: _____
(Signature)

DATE: _____

MEMBERSHIP NUMBER: _____ ADDRESS: _____

ALL-PURPOSE ACKNOWLEDGMENT

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State of California

County of San Diego

} ss.

On December 3, 1997 before me,
(DATE)

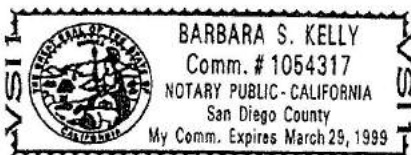
Barbara S. Kelly
(NOTARY)

personally appeared Stuart D. Hunt

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.

Barbara S. Kelly
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)

☐ INDIVIDUAL

☒ CORPORATE OFFICER

President

TITLE(S)

☐ PARTNER(S)

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Declaration of Further Covenants, Conditions, and Restrictions

TITLE OR TYPE OF DOCUMENT

4

NUMBER OF PAGES

11-26-97

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Rancho Bernardo Swim & Tennis Club

OTHER



DOC 1997-0618425

DEC 08, 1997 1:20 PM

Recording Requested By:

R.B. Swim & Tennis Club
(Bernardo Greens Unit No. 21,
Resub No. 1)

674

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 14.00

When Recorded, Return To:

Mary M. Howell, Esq.
EPSTEN & GRINNELL
16835 W. Bernardo Drive
Suite 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 1974 through 1987, inclusive, of Bernardo Greens Unit No. 21, Resub. No. 1, according to the Map thereof No. 6610, filed in the Office of the Recorder of San Diego County, California, March 31, 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 April 2, 1970, as File/Page No. 57386,
2. The Amendment to Declaration of Restrictions, recorded May 10, 1983, as File/Page No. 83-153804,

3. The Amendment to Declaration of Restrictions, recorded July 18, 1997, as File/Page No. 97-0341871,

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 December 3, 1997, before me,
Notary Public, personally appeared
and Robert C. Boyce,

Barbara S. Kelly
Stuart G. Hunt

[] 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



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 was filed for record on May 16, 1969, at File/Page No. 86892, Official Records of San Diego County, California. Said Declaration of Restrictions was amended by document recorded July 11, 1969, Document No. 125642, Official Records of San Diego County, California. Said Declaration, as so amended is referred to herein as the "Declaration".
- 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 1715 to 1789 and 1798 to 1830, inclusive of Bernardo Greens Unit No. 21 in the City of San Diego, County of San Diego, State of California according to Map thereof No. 6349, 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.

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.

Recording requested by and when recorded return to:

Rancho Bernardo Swim and Tennis Club
16955 Bernardo Oaks Drive
San Diego, CA 92128

RECORDED IN
OFFICIAL RECORDS
OF SAN DIEGO COUNTY, CA.
1986 MAY 16 AM 11:33

VERA L. LYLE
COUNTY RECORDER

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 was filed for record on May 16, 1969, at File/Page No. 86892, Official Records of San Diego County, California. Said Declaration of Restrictions was amended by document recorded July 11, 1969, Document No. 125642, Official Records of San Diego County, California. Said Declaration, as so amended is referred to herein as the "Declaration".

B. Said Declaration of Restrictions was further amended by a Document No. 83-153803, Official Records of San Diego County, California. Said Declaration as so amended is referred to herein as the "Declaration".

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

D. The Declaration encumbers:
Lots 1715 to 1789 and 1798 to 1830, inclusive of Bernardo Greens Unit No. 21 in the City of San Diego, County of San Diego, State of California according to Map thereof No. 6349, filed in the Office of the Recorder of San Diego County, California.

NOW, THEREFORE, the Declaration is amended as follows:

Paragraphs 11, 14, and 22 shall be deleted and the following paragraphs shall be substituted in their place.

11. LOT MAINTENANCE. Each individual Lot owner will keep, maintain, water, plant and replant all slope banks and yard areas located on such owner's lot so as to prevent erosion and to present an attractive appearance. 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 issued by the Architectural Committee of compliance with the provisions of this paragraph.

14. EXTERIOR ALTERATIONS. That no alterations shall be made in the exterior design or color of any structure unless such alterations, including any addition, installation of solar systems, or changing of roofing material 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.

22. NO COMMERCIAL BUSINESS OR ACTIVITIES. That no commercial business activities of any type or commercial raising of cats and dogs 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 on any lot which may become an annoyance or nuisance to the neighborhood.

RF 79.2
AR 22
MG 1

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS made this 10th day of July, 1969, by RANCHO BERNARDO, INC., a California corporation, hereinafter called "Owner", amends that certain Declaration of Restrictions dated February 26, 1969 made by Owner, all as hereinafter more fully set forth:

WITNESSETH:

WHEREAS, Owner did heretofore under date of February 26, 1969 make certain Declaration of Restrictions which was thereafter recorded in the Office of the County Recorder of San Diego County, California on May 16, 1969, at File/Page 86892, Series 10, Book 1969; 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 1715 to 1830, inclusive, of Bernardo Greens Unit No. 21 according to Map 6344 filed in the Office of the County Recorder of San Diego County, May 1, 1969;

hereinafter referred to as "Real Property"; and

WHEREAS, Owner is the present owner of seventy-five percent (75%), or more, of said lots located in said Real Property; and

WHEREAS, said Declaration of Restrictions provides that the same may be amended by instrument in writing signed by the owners of seventy-five percent (75%), or more, of said lots located in said Real Property; and

WHEREAS, Owner 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. The lot numbers appearing in the sixth line on Page 1 of said Declaration of Restrictions, to-wit: "Lots 1715 to 1830" are hereby stricken and in lieu thereof are substituted the following lot numbers, to-wit: "Lots 1715 to 1789 and 1798 to 1830".

2. The word "the" appearing after the word "of" and prior to the word "lots" on the ninth line on Page 1 of said Declaration of Restrictions is hereby stricken and in lieu thereof is substituted the word "said".

3. The following lot numbers appearing in the eleventh from the last line on Page 2 of said Declaration of Restrictions, to-wit: "Lots 1795 through 1806" are hereby stricken and in lieu thereof are substituted the following lots numbers: "Lots 1798 through 1806".

4. Except as hereinabove expressly modified, said Declaration of Restrictions is hereby in all respects reaffirmed.

IN WITNESS WHEREOF, RANCHO BERNARDO, INC., Owner, has signed this instrument the day and year first hereinabove written.

RANCHO BERNARDO, INC.

By s/ J. L. Rogers
J. L. Rogers, Vice President

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

On July 10, 1969, before me, the undersigned, a Notary Public in and for said State, personally appeared J. L. ROGERS, known to me to be the Vice President 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.

s/ Doris M. Robinson
Notary Public in and for said
County and State

DECLARATION OF RESTRICTIONS

This Declaration of Building Restrictions and Architectural Control, made this 26th day of February, 1969 by RANCHO BERNARDO, INC., a corporation.

WHEREAS, RANCHO BERNARDO, INC., a corporation, herein referred to as "Owner" 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 1715 to 1830 inclusive of Bernardo Greens Unit No. 21 according to Map 6349 filed in the Office of the County Recorder of San Diego County, May 1, 1969.

WHEREAS, Owner is about to sell and convey some or all of the lots located within said Bernardo Greens Unit No. 21 and before selling or conveying any of said lots, desires to subject all of said lots in said Bernardo Greens Unit No. 21 to certain conditions and restrictions for the protection and benefit of Owner and any and all future owners of said lots or any of them.

WITNESSETH:

That the said Owner hereby certifies and declares that it has established and does hereby establish the following general plan for the protection and benefit of all of 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 Owner.

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 out-buildings, 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 Owner. Each of said persons so appointed shall be subject to removal at the direction of Owner at any time and from time to time, and all vacancies on said Committee shall be filled by appointment of Owner. In the event of failure of Owner to appoint such Committee or to fill any vacancies therein, then in such event the owner 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 East 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 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 1400 square feet on the ground floor of a one-store 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 complete 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 specification 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 Unit No. 21.

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 shall 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 dwelling 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 lot so as to prevent erosion and to present an attractive appearance. 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 issued by the Architectural Committee for compliance with the provisions 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. **FENCING.** All lots abutting on the golf course shall be allowed with Architectural Committee approval in writing, the right to erect a chain link fence on the rear lot line. Said fence to be four feet (4') in height unless a swimming pool is placed in rear yard, and then the fence shall be five feet (5') in height. No solid face fencing will be allowed on the side lot lines closer than fifteen feet (15') from the rear lot line. The owners of said lots will maintain and keep in good condition and repair all of said fence located on their respective lot lines. Owner has or will at Owner's expense construct a fence of wood and masonry along or parallel to the easterly boundary of Lots 1715, 1716, Lots 1795 through 1806 inclusive, Lots 1808, 1809, 1814, 1815, Lots 1818 through 1839 inclusive. The owners of said lots will maintain and keep in good condition and repair that part of said fence located on their lots respectively, and they will not remove or deface or in any way change or alter said fence or any part thereof, and if the owners of any of said lots respectively fail or refuse to fully and faithfully comply with, and conform to, the provisions of this paragraph, then Owner shall have the right to enter upon their said lots, respectively, and perform such work as may be necessary to fulfill the provisions of this paragraph and charge the reasonable cost thereof to the owners of the lot upon which such work is performed. 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 Unit No. 21, and in no event shall any fence, wall (except a retaining

wall), rail or hedge be over 72 inches in height elsewhere on the lot except with the prior written consent of the Architectural Committee.

14. 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 constructions 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.

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 residence 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 outbuilding 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 purpose 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, posted, pasted, painted 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 or 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.

E. DRAINAGE AND EASEMENTS. That each owner of a lot in said tract shall be bound to maintain the same in accordance with the provisions of the Architectural Committee.

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 conveyance of real property, a writing in which they agree 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 extensions of said conditions and restrictions.

25. **NOTICE OF CLAIM OF BREACH.** That the owner, 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 the 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 such sixty (60) days after the recording of such notice to establish such breach and if no such action has been commenced within such 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 Owner 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 any condition or restrictions 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 restriction 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 or of any other condition or restrictions.

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 Owner 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 Owner or the owner or owners of any lot or lots in Bernardo Greens Unit No. 21, 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 Owner of seventy-five (75%) per cent 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 guaranty 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 thereof 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. **INSURANCE COMPANIES.** That the owners of any encumbrance made for value on any said lot or lots and any corporation insuring the lot or lots 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

IN WITNESS WHEREOF, said Rancho Bernardo, Inc., a corporation, as Owner, has signed this instrument the day and year first hereinabove written.

RANCHO BERNARDO, INC.
a corporation

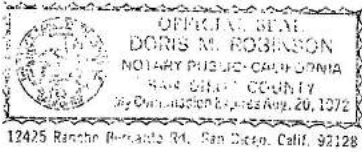
By

J. L. ROGERS ASSISTANT SECRETARY

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On February 7, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. L. Rogers, known to me to be the Assistant Secretary of the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.



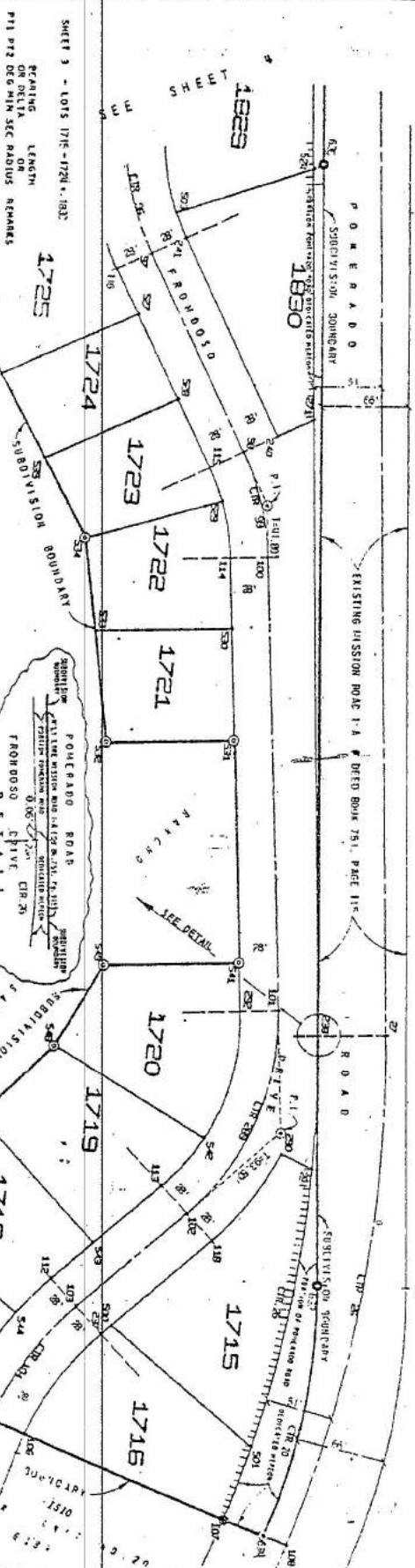
Doris M. Robinson
Notary Public in and for
said County and State

BERNARDO GREENS UNIT NO. 21

MAP NO. 6549
SHEET 3 OF 12 SHEETS



SCALE 1"=20'



LOT NUMBER	BEARING	LENGTH	REMARKS
1715	S 29° 29' 51" E	186.25	25.91
1716	S 29° 29' 51" E	186.25	25.91
1717	S 29° 29' 51" E	186.25	25.91
1718	S 29° 29' 51" E	186.25	25.91
1719	S 29° 29' 51" E	186.25	25.91
1720	S 29° 29' 51" E	186.25	25.91
1721	S 29° 29' 51" E	186.25	25.91
1722	S 29° 29' 51" E	186.25	25.91
1723	S 29° 29' 51" E	186.25	25.91
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1769	S 29° 29' 51" E	186.25	25.91
1770	S 29° 29' 51" E	186.25	25.91
1771	S 29° 29' 51" E	186.25	25.91
1772	S 29° 29' 51" E	186.25	25.91
1773	S 29° 29' 51" E	186.25	25.91
1774	S 29° 29' 51" E	186.25	25.91
1775	S 29° 29' 51" E	186.25	25.91
1776	S 29° 29' 51" E	186.25	25.91
1777	S 29° 29' 51" E	186.25	25.91
1778	S 29° 29' 51" E	186.25	25.91
1779	S 29° 29' 51" E	186.25	25.91
1780	S 29° 29' 51" E	186.25	25.91
1781	S 29° 29' 51" E	186.25	25.91
1782	S 29° 29' 51" E	186.25	25.91
1783	S 29° 29' 51" E	186.25	25.91
1784	S 29° 29' 51" E	186.25	25.91
1785	S 29° 29' 51" E	186.25	25.91
1786	S 29° 29' 51" E	186.25	25.91
1787	S 29° 29' 51" E	186.25	25.91
1788	S 29° 29' 51" E	186.25	25.91
1789	S 29° 29' 51" E	186.25	25.91
1790	S 29° 29' 51" E	186.25	25.91
1791	S 29° 29' 51" E	186.25	25.91
1792	S 29° 29' 51" E	186.25	25.91
1793	S 29° 29' 51" E	186.25	25.91
1794	S 29° 29' 51" E	186.25	25.91
1795	S 29° 29' 51" E	186.25	25.91
1796	S 29° 29' 51" E	186.25	25.91
1797	S 29° 29' 51" E	186.25	25.91
1798	S 29° 29' 51" E	186.25	25.91
1799	S 29° 29' 51" E	186.25	25.91
1800	S 29° 29' 51" E	186.25	25.91

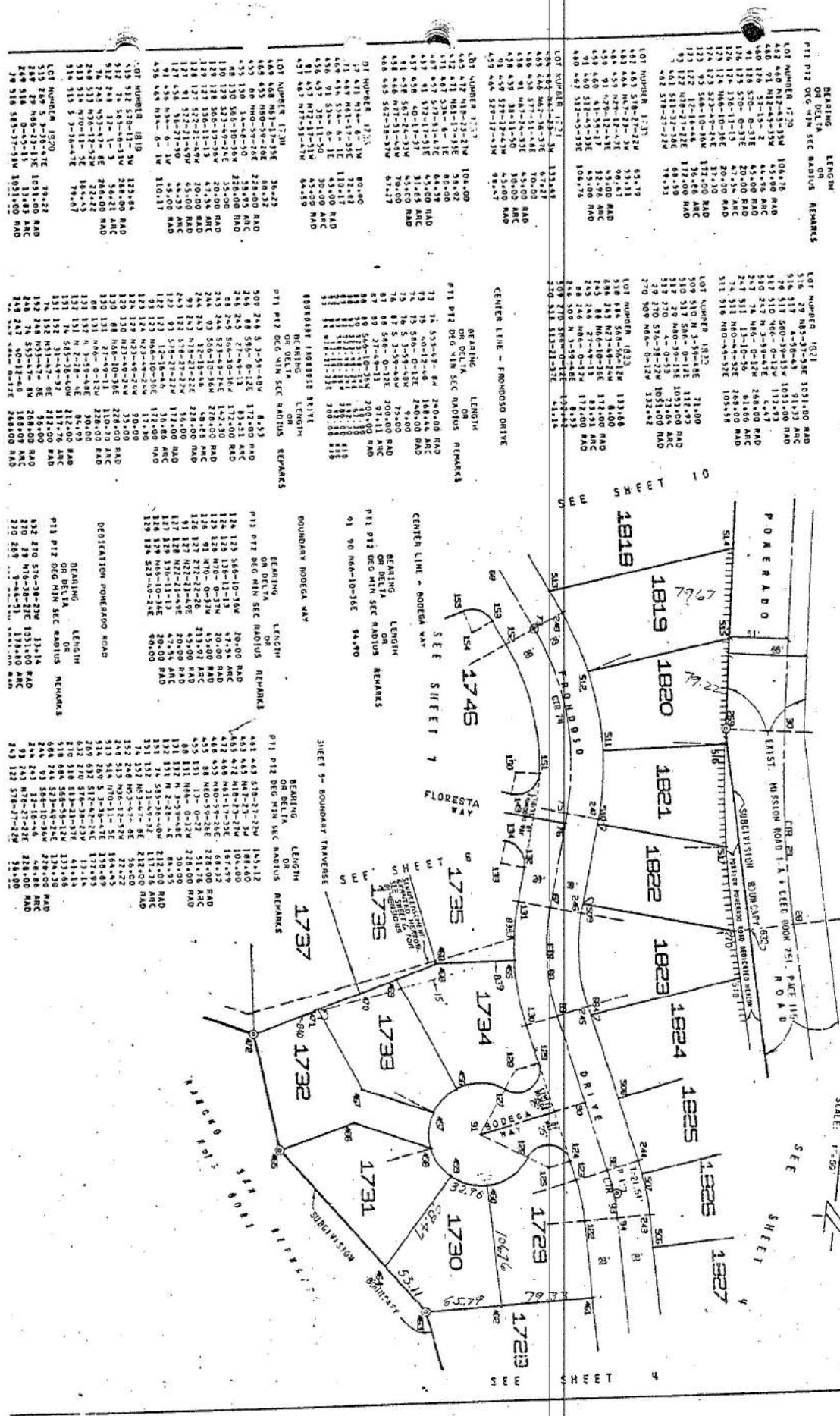
OF	NUMBER	DATE	
07	503	513-31-37E	57.38
08	503	558-4-10W	170.59
09	503	48 492-4-1CE	123.00 RAD
10	503	48-7-13E	56.70 ARC
11	503	516-7-32W	172.00 RAD
12	504	411-32-38W	42.64

	REPAIRS	RADIUS	SEC	DEG MIN	OR	DELTA	REPAIRS
612	430	512	-2	-24E			487.01
630	526	558	-4	-10W			71.96
574	273	-13	-1	-17W			489.42
270	632	N78-56	-23E				19.11



SCALE: 1"=50'

MAP NO. 6345
SHEET 5 OF 12 SHEETS



MAP NO. 6349
SHEET 6 OF 12 SHEETS

Sheet 4-COUNTRY TRAVELERS

ORIGIN	COUNTRY	REMARKS
09 DELTA	OS	
09 P77 NEG MIN	SFC	RADIUS

412 475 N76-91-17W 312.15
176 477 574-16-9W 58.09

478	480	535-30-59M	170.00
480	481	N66-12-21M	90.00

443	06	573-43-50E	45.00	0A0
443	152	03-46-20	65.00	ARC

142 143 K10- 2-30E 20:00 RAD
142 144W. 39-27-59 13.78 APR

144	84	529-25-29E	297*00	EAD
145	65-24-21	235*46	ARC	

145	146	576~ 0 ~ 3E	132.00
146	01	M15-59-58E	103.00 RAD

01 147 570-2-53C	203.00	RAD
147 148 863-57-7E	41.09	

140	120	32-	2-41	121.37	ARC
78	120	M	3-54-46E	217.00	GAO

149 130 N	35.940E	20.00 RAD
149 131	90-230 N	34.34 ARC

151	132	5	2-28-40	66.95
152	133	5	1-50-40M	20.00

131 695 13-0-27 31:6 AM
08 455 580-59-764 228-20 MAD

468 A72 561-11-39W 167097EASEMENT - SEWER

PLAINING CLEIN
OR DELTA OR

036 02 486-0-396 220.00 RAD

06 43	500-27-26M	420-00	mm
455 019	500-59-26M	19-16	
420 410	544-37-41M	161-14	

060 44 30A-17-22W 312.015
472 476 476-51-17W 312.015
474 473 516-36-4W 312.015

471	410	531	4-32	2000
476	433	535-30-59W		9000
477	434	654-30-1W		1300

034 727 032-20-72 201.20
239 636 666-42-35E 101.12
034 817 876-31-17C 117.58

100-443887-100

Figure 1

1762 1761 1760 1759 1758 1757 1756 1755 1754 1753 1752 1749 1748 1747 1746 1817 1818 1819 1820 1821

SEE SHEET

FRONDOLO

D. C. R. DRIVE

FLORESTA

S. C. R. LANE

100'

MARCO SAN BERNARDO R.O.S. 6081

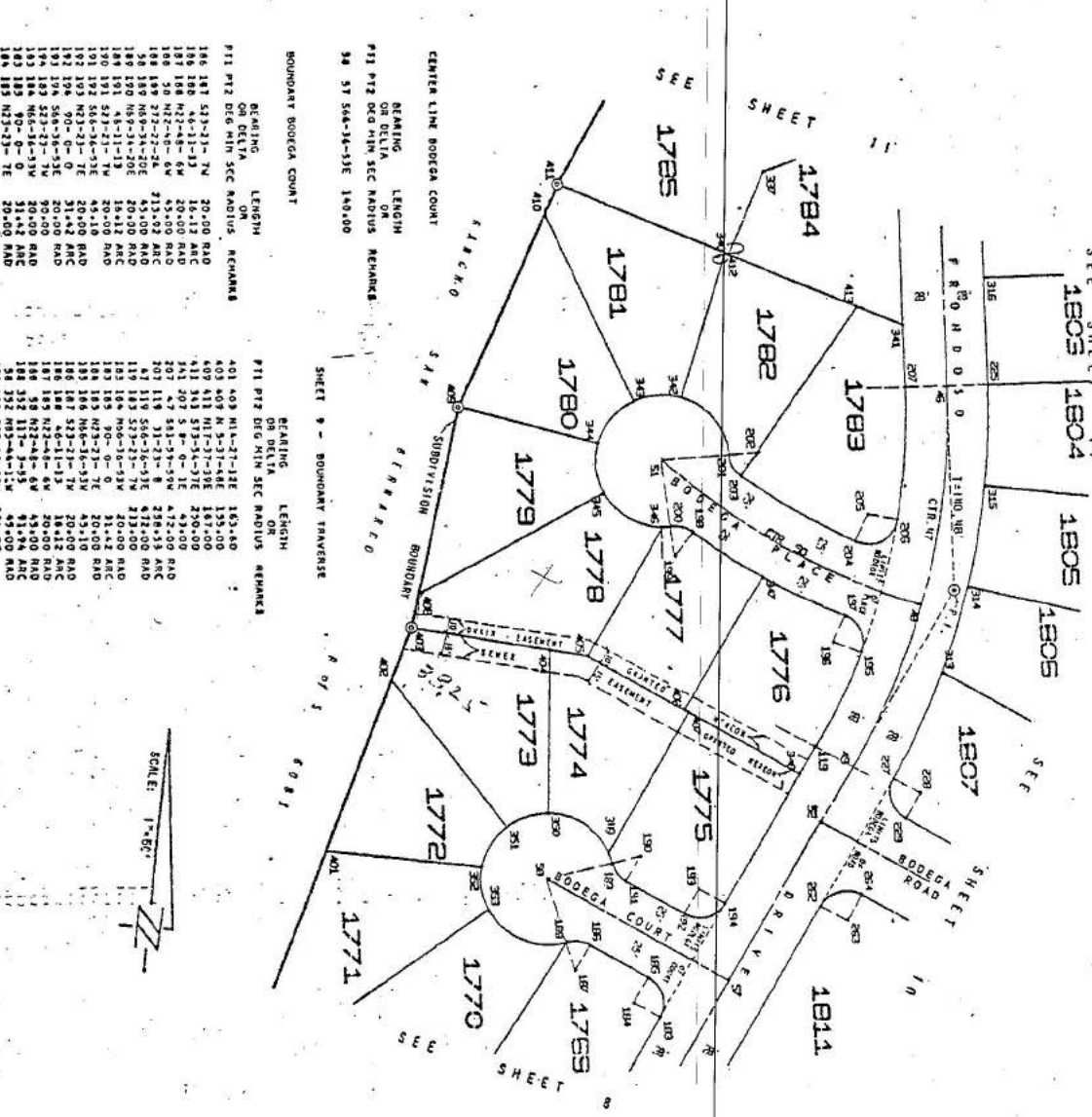
SUBDIVISION BOUNDARY

SEE SHEET

BERNARDO GREENS UNIT NO. 21

SHEET 9 - LOT 1772 - 1783

BEARING	LENGTH	OR	REMARKS
P11 P12 DEC MIN SEC RADIUS			
LOT NUMBER 1772	123.35		
401 402 N14-27-12E	123.35		
402 311 S33-29-59E	128.22		
311 318 S33-29-59E	43.00		
318 312 N85-44-11W	43.00		
312 401 S88-42-21W	104.27		
LOT NUMBER 1773	78.15		
403 404 S87-6-3E	91.43		
404 350 S33-18-3E	122.16		
350 311 N24-11-50W	43.00		
311 402 N43-29-59E	126.22		
LOT NUMBER 1774	78.09		
404 405 S87-6-3E	91.43		
405 350 S33-18-3E	122.16		
350 311 N24-11-50W	43.00		
311 402 N43-29-59E	126.22		
LOT NUMBER 1775	81.00		
401 348 S64-16-31E	101.00		
348 194 S22-32-31W	101.00		
194 182 S80-0-0	31.42		
182 187 S33-23-31W	20.00		
187 191 N64-36-53W	43.10		
191 190 N23-23-31E	20.00		
190 189 S60-14-20W	43.00		
189 188 S33-23-31W	20.00		
188 187 S33-23-31W	20.00		
187 186 S33-23-31W	20.00		
186 185 S33-23-31W	20.00		
185 184 S33-23-31W	20.00		
184 183 S33-23-31W	20.00		
183 182 S33-23-31W	20.00		
182 181 S33-23-31W	20.00		
181 180 S33-23-31W	20.00		
180 179 S33-23-31W	20.00		
179 178 S33-23-31W	20.00		
178 177 S33-23-31W	20.00		
177 176 S33-23-31W	20.00		
176 175 S33-23-31W	20.00		
175 174 S33-23-31W	20.00		
174 173 S33-23-31W	20.00		
173 172 S33-23-31W	20.00		
172 171 S33-23-31W	20.00		
171 170 S33-23-31W	20.00		
170 169 S33-23-31W	20.00		
169 168 S33-23-31W	20.00		
168 167 S33-23-31W	20.00		
167 166 S33-23-31W	20.00		
166 165 S33-23-31W	20.00		
165 164 S33-23-31W	20.00		
164 163 S33-23-31W	20.00		
163 162 S33-23-31W	20.00		
162 161 S33-23-31W	20.00		
161 160 S33-23-31W	20.00		
160 159 S33-23-31W	20.00		
159 158 S33-23-31W	20.00		
158 157 S33-23-31W	20.00		
157 156 S33-23-31W	20.00		
156 155 S33-23-31W	20.00		
155 154 S33-23-31W	20.00		
154 153 S33-23-31W	20.00		
153 152 S33-23-31W	20.00		
152 151 S33-23-31W	20.00		
151 150 S33-23-31W	20.00		
150 149 S33-23-31W	20.00		
149 148 S33-23-31W	20.00		
148 147 S33-23-31W	20.00		
147 146 S33-23-31W	20.00		
146 145 S33-23-31W	20.00		
145 144 S33-23-31W	20.00		
144 143 S33-23-31W	20.00		
143 142 S33-23-31W	20.00		
142 141 S33-23-31W	20.00		
141 140 S33-23-31W	20.00		
140 139 S33-23-31W	20.00		
139 138 S33-23-31W	20.00		
138 137 S33-23-31W	20.00		
137 136 S33-23-31W	20.00		
136 135 S33-23-31W	20.00		
135 134 S33-23-31W	20.00		
134 133 S33-23-31W	20.00		
133 132 S33-23-31W	20.00		
132 131 S33-23-31W	20.00		
131 130 S33-23-31W	20.00		
130 129 S33-23-31W	20.00		
129 128 S33-23-31W	20.00		
128 127 S33-23-31W	20.00		
127 126 S33-23-31W	20.00		
126 125 S33-23-31W	20.00		
125 124 S33-23-31W	20.00		
124 123 S33-23-31W	20.00		
123 122 S33-23-31W	20.00		
122 121 S33-23-31W	20.00		
121 120 S33-23-31W	20.00		
120 119 S33-23-31W	20.00		
119 118 S33-23-31W	20.00		
118 117 S33-23-31W	20.00		
117 116 S33-23-31W	20.00		
116 115 S33-23-31W	20.00		
115 114 S33-23-31W	20.00		
114 113 S33-23-31W	20.00		
113 112 S33-23-31W	20.00		
112 111 S33-23-31W	20.00		
111 110 S33-23-31W	20.00		
110 109 S33-23-31W	20.00		
109 108 S33-23-31W	20.00		
108 107 S33-23-31W	20.00		
107 106 S33-23-31W	20.00		
106 105 S33-23-31W	20.00		
105 104 S33-23-31W	20.00		
104 103 S33-23-31W	20.00		
103 102 S33-23-31W	20.00		
102 101 S33-23-31W	20.00		
101 100 S33-23-31W	20.00		
100 99 S33-23-31W	20.00		
99 98 S33-23-31W	20.00		
98 97 S33-23-31W	20.00		
97 96 S33-23-31W	20.00		
96 95 S33-23-31W	20.00		
95 94 S33-23-31W	20.00		
94 93 S33-23-31W	20.00		
93 92 S33-23-31W	20.00		
92 91 S33-23-31W	20.00		
91 90 S33-23-31W	20.00		
90 89 S33-23-31W	20.00		
89 88 S33-23-31W	20.00		
88 87 S33-23-31W	20.00		
87 86 S33-23-31W	20.00		
86 85 S33-23-31W	20.00		
85 84 S33-23-31W	20.00		
84 83 S33-23-31W	20.00		
83 82 S33-23-31W	20.00		
82 81 S33-23-31W	20.00		
81 80 S33-23-31W	20.00		
80 79 S33-23-31W	20.00		
79 78 S33-23-31W	20.00		
78 77 S33-23-31W	20.00		
77 76 S33-23-31W	20.00		
76 75 S33-23-31W	20.00		
75 74 S33-23-31W	20.00		
74 73 S33-23-31W	20.00		
73 72 S33-23-31W	20.00		
72 71 S33-23-31W	20.00		
71 70 S33-23-31W	20.00		
70 69 S33-23-31W	20.00		
69 68 S33-23-31W	20.00		
68 67 S33-23-31W	20.00		
67 66 S33-23-31W	20.00		
66 65 S33-23-31W	20.00		
65 64 S33-23-31W	20.00		
64 63 S33-23-31W	20.00		
63 62 S33-23-31W	20.00		
62 61 S33-23-31W	20.00		
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48 47 S33-23-31W	20.00		
47 46 S33-23-31W	20.00		
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45 44 S33-23-31W	20.00		
44 43 S33-23-31W	20.00		
43 42 S33-23-31W	20.00		
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41 40 S33-23-31W	20.00		
40 39 S33-23-31W	20.00		
39 38 S33-23-31W	20.00		
38 37 S33-23-31W	20.00		
37 36 S33-23-31W	20.00		
36 35 S33-23-31W	20.00		
35 34 S33-23-31W	20.00		
34 33 S33-23-31W	20.00		
33 32 S33-23-31W	20.00		
32 31 S33-23-31W	20.00		
31 30 S33-23-31W	20.00		
30 29 S33-23-31W	20.00		
29 28 S33-23-31W	20.00		
28 27 S33-23-31W	20.00		
27 26 S33-23-31W	20.00		
26 25 S33-23-31W	20.00		
25 24 S33-23-31W	20.00		
24 23 S33-23-31W	20.00		
23 22 S33-23-31W	20.00		
22 21 S33-23-31W	20.00		
21 20 S33-23-31W	20.00		
20 19 S33-23-31W	20.00		
19 18 S33-23-31W	20.00		
18 17 S33-23-31W	20.00		
17 16 S33-23-31W	20.00		
16 15 S33-23-31W	20.00		
15 14 S33-23-31W	20.00		
14 13 S33-23-31W	20.00		
13 12 S33-23-31W	20.00		
12 11 S33-23-31W	20.00		
11 10 S33-23-31W	20.00		
10 9 S33-23-31W	20.00		
9 8 S33-23-31W	20.00		
8 7 S33-23-31W	20.00		
7 6 S33-23-31W	20.00		
6 5 S33-23-31W	20.00		
5 4 S33-23-31W	20.00		
4 3 S33-23-31W	20.00		
3 2 S33-23-31W	20.00		
2 1 S33-23-31W	20.00		
1 0 S33-23-31W	20.00		



BEARING OR DELTA	LENGTH OR	REMARKS
010 MIN SEC	RAILOS	

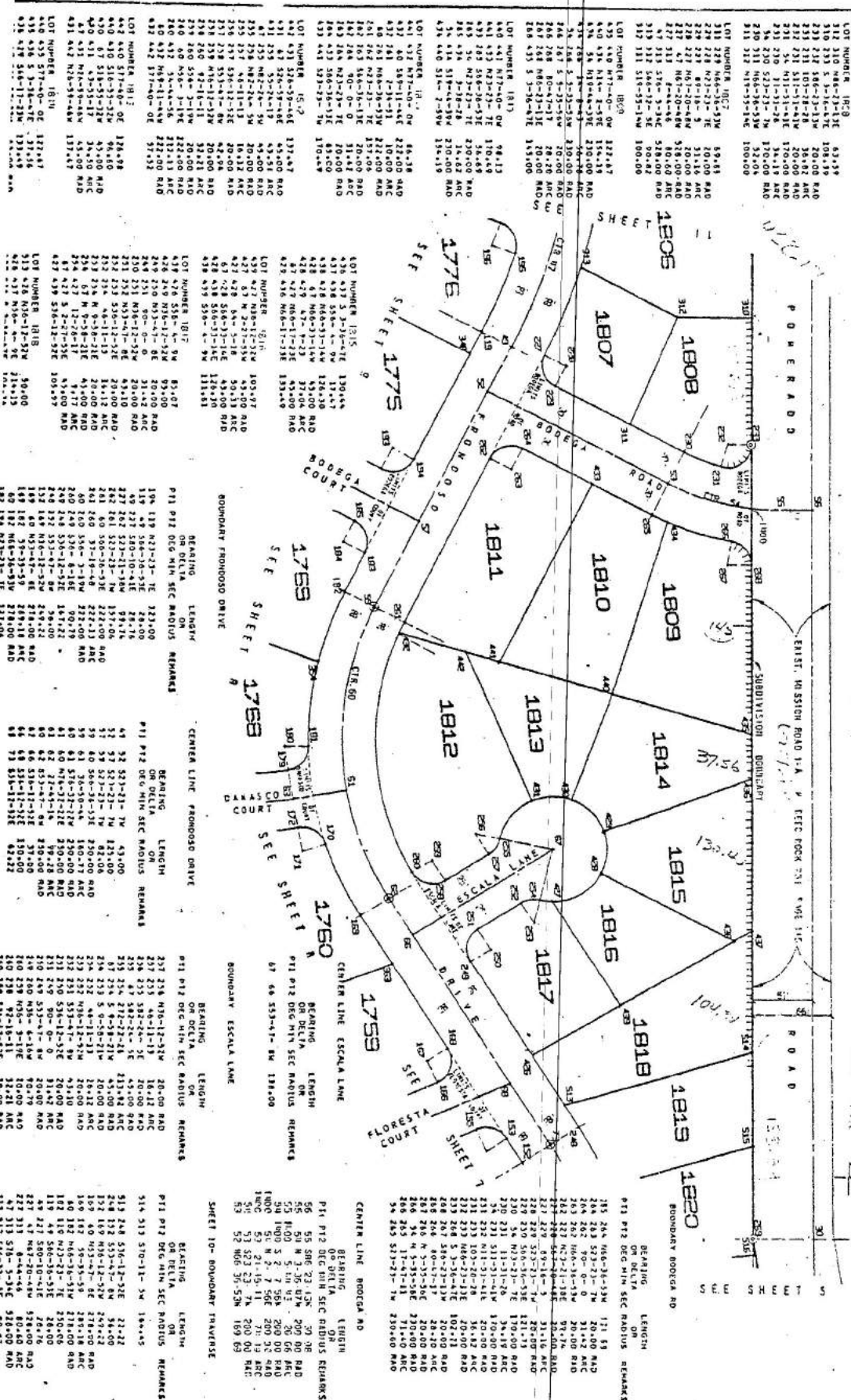
BERNARDO GREENS UNIT NO. 21

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5102 KFC

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MAP NO. 69
SHEET 10 OF 12 SHEETS



BERNARDO GREENS UNIT NO. 21

MAP NO. 6349
SHEET 11 OF 12 SHEETS

SHEET 11- LOTS 1788-1797 - 100% - 60%

BEARING LENGTH

OR DELTA OR BEARING LENGTH REMARKS

LOT NUMBER 1781

341 340 N73-54-37W 123.00

342 341 N43-32-31E 79.11

343 342 N43-32-31E 79.11

344 343 N43-32-31E 79.11

345 344 N43-32-31E 79.11

346 345 N43-32-31E 79.11

347 346 N43-32-31E 79.11

348 347 N43-32-31E 79.11

349 348 N43-32-31E 79.11

350 349 N43-32-31E 79.11

351 350 N43-32-31E 79.11

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354 353 N43-32-31E 79.11

355 354 N43-32-31E 79.11

356 355 N43-32-31E 79.11

357 356 N43-32-31E 79.11

358 357 N43-32-31E 79.11

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364 363 N43-32-31E 79.11

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366 365 N43-32-31E 79.11

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411 410 N43-32-31E 79.11

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415 414 N43-32-31E 79.11

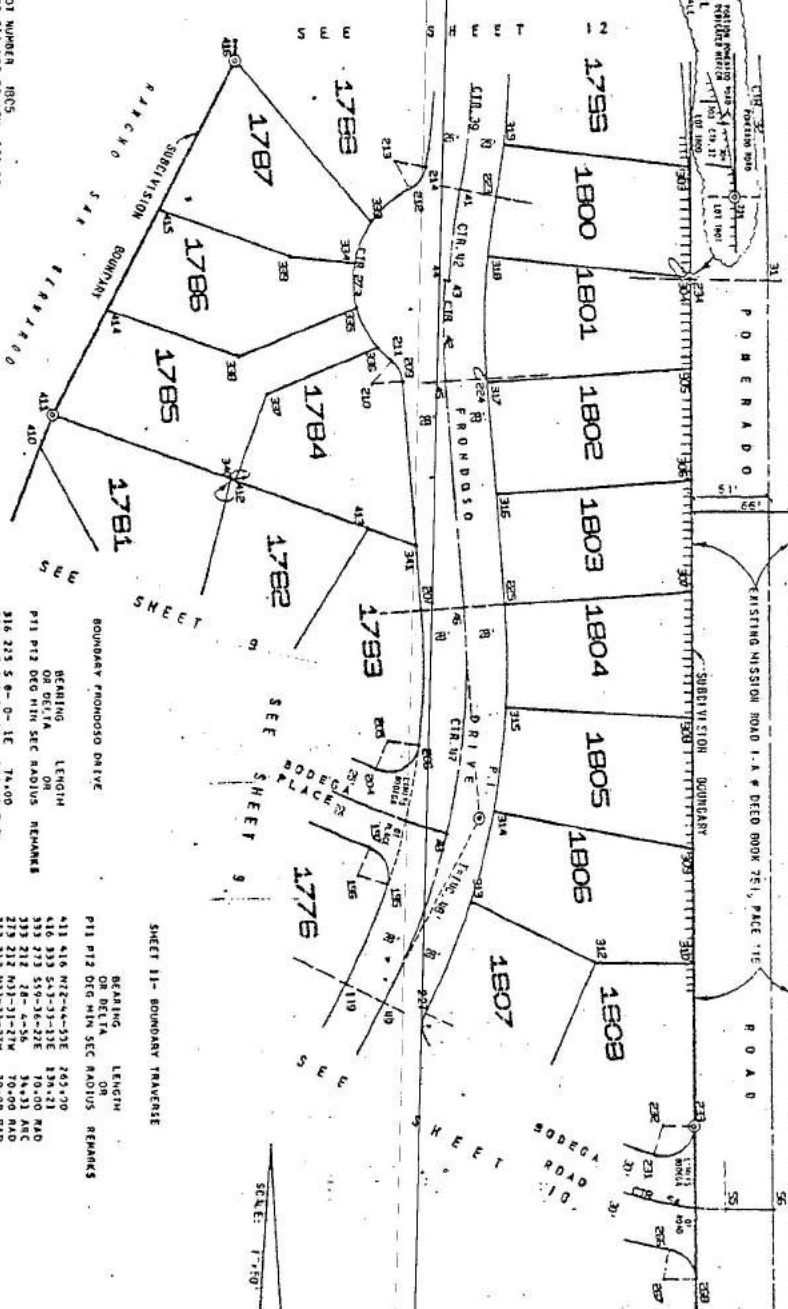
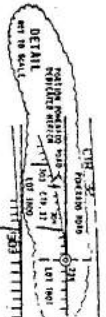
416 415 N43-32-31E 79.11

417 416 N43-32-31E 79.11

418 417 N43-32-31E 79.11

419 418 N43-32-31E 79.11

420 419 N43-32-31E 79.11



SCALE 1"=10'

SHEET 11- BOUNDARY TRAVERSE

BEARING LENGTH OR DELTA OR BEARING LENGTH REMARKS

PI1 PI2 DEG WITH SEC RADIOS REMARKS

411 410 N72-44-35E 743.70

412 411 N72-44-35E 743.70

413 412 N72-44-35E 743.70

414 413 N72-44-35E 743.70

415 414 N72-44-35E 743.70

416 415 N72-44-35E 743.70

417 416 N72-44-35E 743.70

418 417 N72-44-35E 743.70

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421 420 N72-44-35E 743.70

422 421 N72-44-35E 743.70

423 422 N72-44-35E 743.70

424 423 N72-44-35E 743.70

425 424 N72-44-35E 743.70

426 425 N72-44-35E 743.70

427 426 N72-44-35E 743.70

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429 428 N72-44-35E 743.70

430 429 N72-44-35E 743.70

431 430 N72-44-35E 743.70

432 431 N72-44-35E 743.70

433 432 N72-44-35E 743.70

434 433 N72-44-35E 743.70

435 434 N72-44-35E 743.70

436 435 N72-44-35E 743.70

437 436 N72-44-35E 743.70

