

DOC # 2001-0597634

AUG 22, 2001 11:01 AM

5096



2001-0597634

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

Recording Requested By:
Rancho Bernardo Swim and Tennis Club
Bernardo Homes Unit I

When Recorded Return To:
RB Swim and Tennis Club
16955 Bernardo Oaks Dr.
San Diego, California 92128

For Recorder's Use

AMENDMENT TO DECLARATION OF RESTRICTIONS

Bernardo Homes Unit No. 1, San Diego, California

THIS AMENDMENT is made on this 21st day of August 2001, by Rancho Bernardo Swim and Tennis Club, a nonprofit mutual benefit corporation, hereinafter referred to as "Club," representing the owners of the real property described below, with reference to the following:

RECITALS

A. The Club is vested with the responsibility for the architectural control of that certain real property in the City of San Diego, State of California, described as follows:

LEGAL DESCRIPTION

Lots 1 through 23 inclusive of Bernardo Homes Unit No. 1 in the City of San Diego, County of San Diego, State of California according to the map thereof No. 5142, filed in the Office of the County Recorder of San Diego County, March 20, 1963:

hereinafter referred to as "Property."

B. The individual owners of the Property are members of the Club.

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

1. The Declaration of Restrictions recorded on March 27, 1963 at File/Page No. 52353 of Official Records of the County Recorder of San Diego County;

2. The Amendment to Declaration of Restrictions recorded on May 10, 1983 at File/Page No. 83-153807 of Official Records of the County Recorder of San Diego County; and
3. The Amendment to Declaration of Restrictions recorded on May 13, 1985 at File/Page No. 85-167604 of Official Records of the County Recorder of San Diego County;

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

- D. The Declaration, in Paragraph 29, provides that it may be amended with the approval of a majority of the lots subject to the Declaration. Paragraph 29 also provides that any amendment shall become effective upon recordation in the Office of the County Recorder of San Diego County.
- E. The undersigned, by signature below, certify that the affirmative vote of at least a majority of the owners of lots subject to the Declaration has been obtained.

DECLARATION

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Add new paragraph 11A to your CC&Rs of March 26, 1963:

Paragraph 11A. LOT AND IMPROVEMENTS MAINTENANCE

Each individual lot owner will keep, maintain, water, plant and replant all slope banks located on such owner's lot so as to prevent erosion and to present an attractive appearance. Such owner shall also maintain his lot and all improvements thereon in an attractive and neat manner and in good condition and repair, including exterior surfaces and roofing of the dwelling and all landscaping thereon. Such owner shall also keep all walls and fences in good repair. No rubbish or debris of any kind shall be placed or permitted by an owner to accumulate upon or adjacent to any lot so as to render such property or portion thereof unsightly offensive or detrimental to health or safety of any individual. Owner shall also keep his lot free from infested or diseased plants and trees and termite infested wood structures of any kind. The Architectural Committee shall review alleged violations and undertake corrective action consistent with this as well as all provisions of the Declaration of Restrictions recorded March 26, 1963 and all amendments thereto.

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

IN WITNESS WHEREOF, this document is executed on the day and year herein above written by the undersigned President and Secretary of the Club.

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

By: Jane Morgan
Jane Morgan, President

By: Gertrude Aufderheide
Gertrude Aufderheide, Secretary

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as President and Secretary, on behalf of Rancho Bernardo Swim and Tennis Club, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego } ss.

On August 21, 2001, before me, Cheryl L. Hollenbeck, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Jane Morgan & Gertrude Aufderheide,
Name(s) of Signer(s)

☐ personally known to me
☒ 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.

Cheryl L. Hollenbeck
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment To Declaration of Restrictions

Document Date: August 21, 2001 Number of Pages: 3 (Three)

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

2098

83-15380

Recording Requested By
and
When Recorded Return To:

SECRETARY
R. B. SWIM & TENNIS CLUB
16955 Bernardo Oaks Dr.
San Diego, California 92128

RF	18 A1
MG	1

AMENDMENT TO DECLARATION
OF RESTRICTIONS

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

R E C I T A L S:

A. A Declaration of Restrictions (the "Declaration") was filed for record on March 27, 1963, at File/Page No. 52353, Official Records of San Diego County, California.

B. The undersigned wish by means of this instrument to amend the Declaration pursuant to procedure prescribed in paragraph 29 of the Declaration.

C. The Declaration encumbers:

Lots 1 to 23, inclusive of Bernardo Homes Unit No. 1 in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 5142, 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, INC., 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 (including a non-member of the Club or a Board member) 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.

2.2. No building or other structure or improvement, including, but not limited to, landscaping and grading, shall be erected, placed or altered upon any lot until the location and the complete plans and specifications thereof (including the color scheme of each building, fence and/or wall to be erected) have been approved in writing by the architectural committee. 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 refuse to review the submission. No improvement shall be made which interferes with any easement encumbering any lot. In the event the architectural committee fails to approve or disapprove the location, plans and specifications or other request made of it within sixty (60) days after the submission thereof to it, then such approval will not be required, provided any improvement so made conforms to all other conditions and restrictions herein contained and is in harmony with similar improvements erected within the project. No alteration shall be made in the exterior color design or openings of any building or other construction unless written approval of said alteration shall have been obtained from the architectural committee. When the architectural committee issues an approval as provided for herein, a copy of the plans and specifications shall be returned to the architectural committee for permanent record.

2.3. In the event of the failure of any individual owner to comply with a written directive or order for 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, including, if necessary, the right to enter upon the lot, and the cost of such performance shall be charged to the owner of the lot in question, which cost shall be due within five (5) days after receipt of written demand therefor, and may be recovered by the architectural committee in an action at law against such individual owner.

2.4. The approval of the architectural committee to 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 and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent.

2.5. 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.

2.6. 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 for any proposed improvement, alteration or addition, 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, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

2.7. The architectural committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including, without limitation, any restrictions upon height, size, setbacks, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the architectural committee, and shall become effective upon recordation in the Office of the County Recorder of San Diego County. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not

operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by the City of San Diego, County of San Diego or any other governmental authority."

2. Paragraph 27 of the Declaration is amended by adding the following last sentence:

"Such enforcement action may be brought by any owner of a lot, the architectural committee or by the RANCHO BERNARDO SWIM & TENNIS CLUB."

3. Paragraph 28 of the Declaration is amended by adding the following words to the last sentence of paragraph 28: "or by the RANCHO BERNARDO SWIM & TENNIS CLUB".

4. The following paragraph 13 is added to the Declaration:

"13. ASSESSMENTS - THE CLUB

13.1. In addition to any other assessment rights the Club may have, the Club shall have the right to assess owners 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.

13.2. 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 a monthly, quarterly 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.

13.3. Any Architectural Assessment not paid within thirty (30) days of its due date shall be deemed delinquent and shall thereafter bear interest at ten percent (10%) per annum and the Club shall be entitled to its actual costs and reasonable attorneys' fees incurred with respect to collection of any delinquent Architectural Assessment.

13.4. Each Architectural Assessment, together with interest, costs and reasonable attorneys' fees shall (i) be a lien and charge on the lot assessed and (ii) 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. The amount of any such delinquent Architectural Assessment, plus interest, costs and reasonable attorneys' fees shall be and become a lien upon a lot when the Club causes to be recorded with the County Recorder of San Diego County a Notice of Delinquent Assessment which shall state the amount of such delinquent assessment and such other charges thereon as may be authorized by this Declaration, a description of the lot against which the same has been assessed and the name of the record owner thereof. Such Notice shall be signed by an officer of the Club. Upon payment of such delinquent assessment and the charges in connection with which such Notice being so recorded, or other satisfaction thereof, the Club shall cause to be recorded a notice further stating the satisfaction and release of the lien thereof. Unless sooner satisfied and released, or the enforcement thereof initiated as hereinafter provided, such lien shall expire and be of no further force and effect one (1) year from the date of recordation of the Notice of Delinquent Assessment. A one (1) year period may be extended by the Club, not to exceed one additional year by recording a written extension thereof. Such lien may be enforced by sale by the Club, its attorney or other person authorized to make the sale after failure of the owner to pay such assessment in accordance with the terms, such sale to be conducted in accordance with the provisions of Sections 2924, 2924(b), and 2924(c) of the Civil Code, applicable to the exercise of powers of sale in Mortgages or in any other manner permitted by law. The Club shall have the power to purchase the lot at the foreclosure sale and to hold lease mortgage and convey the same.

13.5. The lien of assessments provided for herein together with any interest, costs and attorney's fees pertaining thereto shall be subordinate to the lien of any bona fide and for value mortgage recorded prior to recordation of the Notice of Delinquent Assessment. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a prior mortgage shall extinguish the lien of assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any other assessments thereafter becoming due or from the lien thereon."

Recording Requested By:

Rancho Bernardo Swim and
Tennis Club - Bernardo Homes
Unit No. 1

When Recorded, Return To:

Mary M. Howell, Esq.
EPSTEN & GRINNELL
555 West Beech St., Ste. 200
San Diego, CA 92101

For Recorder's Use

AMENDMENT TO DECLARATION OF RESTRICTIONS

Bernardo Homes Unit No. 1, San Diego, California

THIS AMENDMENT is made on this 22nd day of December,
1992, by Rancho Bernardo Swim and Tennis Club, a nonprofit
mutual benefit corporation, hereinafter referred to as "Club,"
representing the owners of the real property described below, with
reference to the following:

RECITALS

A. The Club is vested with the responsibility for the
architectural control of that certain real property in the City of
San Diego, County of San Diego, State of California, described as
follows:

LEGAL DESCRIPTION

Lots 1 through 23, inclusive, of Bernardo Homes Unit #1,
in the City of San Diego, County of San Diego, State of
California, according to the Map thereof No. 5142, filed
in the Office of the County Recorder of San Diego County,
March 20, 1963;

hereinafter referred to as "Property."

B. The individual owners of the Property are members of the
Club.

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

1. The Declaration of Restrictions recorded on March 27, 1963 at File/Page No. 52353 of Official Records of the County Recorder of San Diego County;
2. The Amendment to Declaration of Restrictions recorded on May 10, 1983 at File/Page No. 83-153807 of Official Records of the County Recorder of San Diego County; and
3. The Amendment to Declaration of Restrictions recorded on May 13, 1985 at File/Page No. 85-167604 of Official Records of the County Recorder of San Diego County;

and any other amendments which are now of record with the County Recorder of San Diego County, all hereinafter referred to together as "*Declaration*," unless the context clearly indicates otherwise.

D. The Declaration, in Paragraph 29, provides that it may be amended with the approval of a majority of the lots subject to the Declaration. Paragraph 29 also provides that any amendment shall become effective upon recordation in the Office of the County Recorder of San Diego County.

E. The undersigned, by signature below, certify that the affirmative vote of at least a majority of the owners of lots subject to the Declaration has been obtained.

DECLARATION

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Paragraph 20 of the Declaration is deleted in its entirety and replaced with the following Paragraph 20:

20. EXTENSION OF CONDITIONS AND RESTRICTIONS. The conditions and restrictions of this Declaration shall continue in effect until January 2, 2002. 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. Paragraph 31 of the Declaration is deleted in its entirety and replaced with the following Paragraph 31:

31. FAILURE TO COMPLY WITH ORDER OF ARCHITECTURAL COMMITTEE. In the event of the failure of any individual lot owner to comply with a written directive or order from the Architectural Committee, the Architectural Committee shall have the following powers:

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

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

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

IN WITNESS WHEREOF, this document is executed on the day and year hereinabove written by the undersigned President and Secretary of the Club.

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

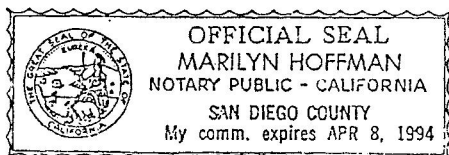
By: Stuart G. Hunt
Stuart G. Hunt, Vice President

By: Hugh E. Sandoz
Hubert ~~Hugh~~ E. Sandoz, Secretary

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

On 22 December 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Stuart G. Hunt and ~~Hugh~~ ^{Hubert} E. Sandoz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President and Secretary, on behalf of Rancho Bernardo Swim and Tennis Club, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Marilyn Hoffman
Notary Public

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. Any person (including a non-member of this corporation or a Board member) 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.

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. 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 Restriction enforcement activities are authorized. This corporation shall have the right to enforce any such assessments by foreclosing assessment liens or otherwise. Such assessments may include amounts to establish a reserve for payment of such activities. The corporation shall keep separate accounts for all assessments and expenditures authorized by this Article X for each area covered by a separate Declaration of Restrictions which has been amended to authorize such activities and assessments by this corporation. Each such area shall be separately assessed for the architectural and enforcement activities (and reserve therefor) for such area and the assessments shall be levied equally amongst all residences within each such area. Such assessments may be levied monthly, quarterly or otherwise and may include such interest, costs and attorneys' fees authorized by the particular applicable Declaration of Restrictions.

Section 5. No Compensation to Architectural Committee. No architectural committee member shall receive any compensation for their services rendered; provided, however, committee members may be reimbursed for any reasonable out-of-pocket expenses actually incurred.

Recording Requested by and when recorded return to:

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

AMENDMENT TO DECLARATION OF RESTRICTIONS

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

R E C I T A L S

A. A Declaration of Restrictions (the "Declaration") was filed for record on March 27, 1963 at File/Page 52353 Official Record of San Diego County, California. An amendment thereto filed May 10, 1983, Recording # 83-153807.

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

C. The Declaration encumbers:

Lots 1 to 23 inclusive of Bernardo Homes Unit No. 1 in the City of San Diego, County of San Diego, State of California according to the map hereof No. 5142 filed in the office of the Recorder of San Diego, March 20, 1963.

Now THEREFORE, the Declaration is amended as follows:

Paragraphs 10 and 19 shall have the following additions:

10 A. Materials, including roofing materials, to be used must harmonize, complement and present the same appearance as 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.

19 A. LOT MAINTENANCE. Each individual lot owner shall keep, maintain, water, plant and replant all slope banks and all yard areas, located on such owner's lot 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 to conform to all directives of this paragraph.

19 B. TREES. All trees shall be trimmed by the owner of the lot on 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. No trees shall be located or be allowed to reach a size or height that will interfere with the view of the surrounding properties.

19 C. DRYING YARDS. The drying yards shall be screened from exterior view by fence, hedge, or shrubbery.

Paragraph 18 shall be deleted and the following shall be substituted in its place.

18. NO COMMERCIAL BUSINESS OF ACTIVITIES. 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.

AMENDMENT TO DECLARATION OF RESTRICTIONS

WHEREAS, on March 26, 1963, RANCHO BERNARDO HOMES, INC., a corporation, executed a certain Declaration of Restrictions covering real property in the City of San Diego, County of San Diego, State of California, described as follows:

Lots 1 to 23, inclusive of Bernardo Homes Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 5142, filed in the office of the Recorder of San Diego County, March 20, 1963.

and which said Declaration was recorded March 27, 1963, Series 4, Book 1963 as file No. 52353, and

WHEREAS, it is deemed to be to the benefit of said property to amend the aforesaid Declaration as hereinafter provided.

NOW, THEREFORE, RANCHO BERNARDO HOMES, INC., does hereby amend said Declaration by deleting Paragraph 14 in said Declaration which recites as follows:

14. 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 shall be parked on any lot except temporarily and solely for the purpose of loading and unloading.

and substituting in its place and stead the following:

14. 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 shall be parked on any lot except temporarily and solely for the purpose of loading and unloading.

①

Bernardo Homes

DECLARATION OF RESTRICTIONS

This Declaration of Building Restrictions and Architectural Control, made this 26th day of March, 1963, by RANCHO BERNARDO HOMES, INC., a corporation.

WHEREAS, RANCHO BERNARDO HOMES, INC., a corporation, herein referred to as "Owner" is the owner of that certain property situated in the City of San Diego, State of California, described as follows:

Lots 1 to 23 inclusive of Bernardo Homes Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 5142, filed in the office of the Recorder of San Diego County, March 20, 1963.

WHEREAS, Owner is about to sell and convey some or all of the lots located within said Bernardo Homes Unit No. 1; and before selling or conveying any of said lots, desires to subject all of said lots in said Bernardo Homes Unit No. 1 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.

W I T N E S S E T H :

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 said real property, and has fixed and does hereby fix the following protective 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 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 outbuildings, as permitted from time to time by City Zoning Ordinances.