

Recording Requested By:  
R.B. Swim & Tennis Club  
(Gatewood Hills Unit No. 6)  
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 2321 through 2370, inclusive, of Gatewood Hills Unit No. 6, City of San Diego, County of San Diego, State of California, according to the Map thereof No. 6706, filed in the Office of the County Recorder of San Diego County, August 14, 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 August 20, 1970, at File/Page No. 149501,
2. The Amendment to Declaration of Restrictions, recorded June 17, 1983, as File/Page No. 83-205264,
3. The Amendment to Declaration of Restrictions, recorded July 18, 1997, as File/Page No. 97-0341875,

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

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

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

Any owner of a lot or lots subject to the prescribed conditions and restrictions disagreeing with any decision or directive of the Architectural Committee shall have the automatic right of appeal to the Board of Directors of the Club; provided

that such appeal is filed with the said Board within fifteen (15) days following such owing to the Club may be recovered by the Club as allowed by Section 1367 of the California Civil Code, or any successor statute or law, with regard to the collection of assessments.

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

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

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

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

RANCHO BERNARDO SWIM AND TENNIS CLUB,  
a California nonprofit corporation

By: Stuart G. Hunt  
President

By: Robert C. Boyce  
Secretary

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO )

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

[ ] personally known to me

- OR -

[X] proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Barbara S. Kelly  
Notary Public



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

RF:	7.00	FEES:	14.00
AF:	5.00		
MF:	1.00		
CF:	1.00		

Recording Requested By:

R.B. Swim & Tennis Club  
(Gatewood Hills Unit No. 6)

When Recorded, Return To:

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

For Recorder's Use

AMENDMENT TO DECLARATION OF RESTRICTIONS

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

R E C I T A L S

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

LEGAL DESCRIPTION

Lots 2321 through 2370, inclusive, of Gatewood Hills Unit No. 6, City of San Diego, County of San Diego, State of California, according to Map thereof No. 6706, filed in the Office of the Recorder of San Diego County, California, August 14, 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 August 20, 1970, at File/Page No. 149501,
2. The Amendment to Declaration of Restrictions, recorded June 17, 1983, as File/Page No. 83-205264,

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

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

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

### D E C L A R A T I O N

NOW THEREFORE, the Declaration is hereby amended as follows:

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

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

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

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

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

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

By: Stuart G. Hunt  
President

By: Robert C. Boyce  
Secretary

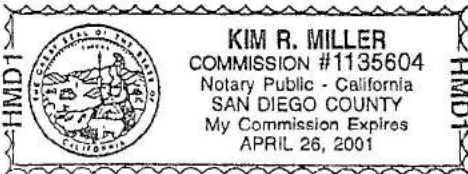
STATE OF CALIFORNIA )

COUNTY OF SAN DIEGO )

On July 10, 1997, before me, Stuart G. Hunt,  
Notary Public, personally appeared  
and Robert C. Boyce, [ ] personally known to me, OR  
☒ I 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.

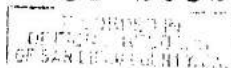
WITNESS my hand and official seal.

Kim R. Miller  
Notary Public





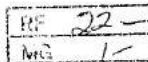
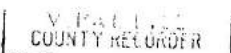
1434



GATEWOOD

No. 6.

1983 JUN 17 PM 3:57

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 August 20, 1970, at File/Page No. 149501, Official Records of San Diego County, California.
- B. The undersigned wish by means of this instrument to amend the Declaration pursuant to procedure prescribed in the Declaration.
- C. The Declaration encumbers:

Lots 2321 to 2370, inclusive of GATEWOOD HILLS UNIT NO. 6, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 6706, filed in the Office of the Recorder of San Diego County, California.

NOW, THEREFORE, the Declaration is amended as follows:

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

2. ARCHITECTURAL CONTROL

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

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

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

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



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

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

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

2. The following paragraphs are added to the Declaration:

X. ASSESSMENTS - THE CLUB

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

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

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

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

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

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

DECLARATION OF RESTRICTIONS

67-16

This Declaration of Building Restrictions and Architectural Control, made this 2nd day of February, 1970, by AVCO COMMUNITY DEVELOPERS, INC., a corporation,

WHEREAS, AVCO COMMUNITY DEVELOPERS, 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 2321 through 2370, inclusive, of Gatewood Hills Unit No. 6, City of San Diego, County of San Diego, State of California, according to Map No. 6706, filed in the Office of the County Recorder of San Diego County, August 14, 1970.

WHEREAS, Owner is about to sell and convey some or all of the lots located within said Gatewood Hills Unit No. 6; and before selling or conveying any of said lots, desires to subject all of said lots in said Gatewood Hills Unit No. 6 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 Owner hereby certifies and declares that it has established and does hereby establish the following general plan for the protection and benefit of the said real property, conditions and restrictions upon and subject to which each and all of the lots in said real property shall be hereafter held, used, occupied, leased, sold and/or conveyed. Each and all of which said conditions and restrictions shall inure to the benefit of, be binding upon and pass with said real property, and each and every lot and/or parcel thereof, and shall inure to the benefit of, apply to and bind the respective successors in title, or interest of 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.

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 owners of a majority in number of the lots in said real property shall have the right by written document to appoint the members of said Committee to fill any vacancies therein. After four years have expired from the date hereof, or after 90% of the lots in Gatewood have been sold, whichever event shall first occur, the owners of a majority in number of lots in said Real Property shall have the right by written document, to appoint the members of said Architectural Committee, to remove any member of said Architectural Committee at any time and from time to time and to fill any vacancies therein.

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

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

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

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

7. **PLANS AND SPECIFICATIONS, ETC.** That no building or other structure or improvement shall be commenced upon any of said lots until the location and the 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 Gatewood Hills Unit No. 6.

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 dwellings and lot, exclusive of any cost of grading, walks, driveways and construction features exterior to said building. Size, type and location of materials to be used shall be submitted to the Architectural Committee, prior to any construction.

11. **LOT MAINTENANCE.** Each individual lot owner will keep, maintain, water, plant and replant all slope banks located on such owner's 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 of this paragraph.

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

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

14. FENCES, HEDGES, RADIO POLES AND FLAG POLES. That no fence, rail or hedge over 36 inches in height shall be placed in front of the set-back line on a lot, as shown on the recorded map of said Gatewood Hills Unit No. 6, and no fence, wall (except a retaining wall), rail or hedge shall be over 72 inches in height elsewhere on the lot except with the prior written consent of the Architectural Committee.

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

16. MAILBOXES. 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 out-building shall at any time be used on any lot as a residence either temporarily or permanently; nor shall any residence of a temporary character be constructed, placed or erected on any lot. No truck, camper, trailer, boat of any kind, or other single or multi-purpose engine powered vehicle other than a standard automobile or an approved golf cart be parked on any lot except temporarily and solely for the 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 or displayed upon any of said lots or upon any building or other structure thereon, without the prior written permission of the Architectural Committee.

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

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

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

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

That each owner of a lot in said tract will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said tract, or that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his lot. For the purposes 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 agreed that conditions and restrictions shall continue for a further specified period and providing therein a similar provision for the further extension of said restrictions and conditions, and said majority may in said agreement provide that said conditions and restrictions or some of them, shall no longer apply to certain lots; provided, also, that the above and foregoing conditions and restrictions may be modified at the time and in the same manner hereinabove provided for the extension of said conditions and restrictions.

25. NOTICE OF CLAIM OF BREACH. That the 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 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 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 assessment 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 restriction herein contained be invalid, or held invalid or void by any court of competent jurisdiction, such invalidity or nullity shall in no way affect any other condition or 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 of violation or of any other condition or restriction.

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

32. **LEGAL ACTION IN THE EVENT OF BREACH.** As to the 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 Gatewood Hills Unit No. 6, 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 PLAN**  
When Plans and Specifications for the construction of improvements are submitted to the Architectural Committee pursuant to these restrictions, said submission shall at the request of the Architectural Committee, be accompanied by a deposit of \$200.00 to guarantee that the construction site during the course of construction will be maintained reasonably free of debris at the end of each working day and that the construction will be completed and the lot drainage swales and structures correct drain surplus water to the street or other approved outlets, all as shown on the Plans and Specifications submitted to the Architectural Committee for approval. In the event of a violation of this restriction, the Architectural Committee may give written notice thereof to the builder and the owner of the lot in question that if such violation is not cured or work commenced to cure the same within forty-eight (48) hours after the mailing of said notice, the Architectural Committee may correct or cause to be corrected said violation and use said deposit, or as much as may be necessary to cover the cost of such correction work. In the event that the cost of curing said violation shall exceed the amount of said deposit, said excess cost shall be paid by the owner of

CC&R 313 8/70

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.

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

AVCO COMMUNITY DEVELOPERS, INC.  
a corporation

By William H. Claus III

Assistant Vice President

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN DIEGO )

ss

On February 2, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared William H. Claus III known to me to be the Asst. Vice President, and known to me to be Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Elizabeth E. Gracey  
Elizabeth E. Gracey





APPOINTMENT OF ARCHITECTURAL COMMITTEE

WHEREAS, AVCO COMMUNITY DEVELOPERS, INC., a corporation, as owner of Gatewood Hills Unit No. 6, according to Map thereof No. 6706 filed in the Office of the County Recorder of San Diego County, California on August 14, 1970, being real property situated in the City of San Diego, County of San Diego, State of California, did as such Owner, make and declare for said real property certain Declaration of Restrictions with the County Recorder of said County of San Diego, and recorded August 20, 1970 as Document No. 149501,

WHEREAS, it is provided in said Declaration of Restrictions that the undersigned as Owner of said real property shall appoint an Architectural Committee consisting of three (3) persons.

NOW, THEREFORE, the undersigned does hereby appoint as members of said Architectural Committee under said Declaration of Restrictions the following persons to-wit:

WILLIAM H. CLAUS, III  
ELWYN BOOTH  
FRAZIER ARMSTRUSTER

IN WITNESS WHEREOF, the undersigned has caused its name to be hereunto subscribed by its officers in this respect duly authorized this 27 day of August, 1970.

AVCO COMMUNITY DEVELOPERS, INC.

By *Wesley G. Mohr*

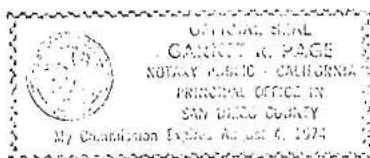
Vice President

Attest: *Garrett R. Page*

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) ss.

On August 27, 1970 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Wesley G. Mohr known to me to be the Vice President, and --- known to me to be the --- Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



*Garrett R. Page*  
Notary Public in and for said County and State

16-18613

9-4-70

*[Handwritten signature]*

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND EMPACED WITHIN THE SUBDIVISION TO BE KNOWN AS GATEWOOD HILLS UNIT NO. 6.

AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP CONSISTING OF 7 SHEETS AND DESCRIBED IN THE CAPTION THEREOF.

WE HEREBY DEDICATE TO PUBLIC USE, ON A CORPUS, CHURCH PLACE AND MANHES COURT 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 RANCHO BERNARDO ROAD ADJACENT AND CONTIGUOUS TO LOTS 2059 THROUGH 2370, 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 DRAINAGE FACILITIES ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION; RESERVING, HOWEVER, TO THE OWNER OF THE FEE UNDERLYING ANY EASEMENTS HEREIN GRANTED THE CONTINUED USE OF THE SURFACE OF SAID REAL PROPERTY; AND SUBJECT TO THE FOLLOWING CONDITIONS: THE ERECTING OF BUILDINGS, MASONRY WALLS, MASONRY FENCES AND OTHER STRUCTURES; OR THE PLANTING OR GROWING OF TREES OR SHRUBS; OR CHANGING THE SURFACE GRADE; OR THE INSTALLATION OF PRIVATELY OWNED PIPE LINES SHALL BE PROHIBITED UNLESS WRITTEN PERMISSION IS FIRST OBTAINED FROM THE CITY OF SAN DIEGO.

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

By Richard E. Little  
by Frank M. Felt

UNITED CALIFORNIA BANK, A CALIFORNIA CORPORATION,  
AS TRUSTEE

By Harold S. Bauer  
By Edith Thomsen

STATE OF CALIFORNIA)  
COUNTY OF SAN DIEGO)

ON THIS 13th DAY OF JULY 1970 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Richard E. Little AND Frank M. Felt KNOWN TO ME TO BE Richard E. Little AND Frank M. Felt WHOSE NAMES TO BE Richard E. Little AND Frank M. Felt OF AVCO COMMUNITY DEVELOPERS, INC., A CALIFORNIA CORPORATION WHO ACQUIRED TITLE AS RANCHO BERNARDO, INC., THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE SAME ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME PURSUANT TO ITS BYLAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS.

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

Edith Thomsen  
NOTARY PUBLIC IN AND FOR SAID  
COUNTY AND STATE

MY COMMISSION EXPIRES August 20, 1981

# GATEWOOD HILL

BEING A SUBDIVISION OF A PORTION OF RANCHO SAN BERNARDO IN THE ACCORDING TO MAP THEREOF RECORDED IN BOOK 2 PAGE 162 OF PATENTS

ORDER NO. 908203

TITLE INSURANCE AND TRUST COMPANY, A CORPORATION HEREFY CERTIFIES THAT ACCORDING TO THE OFFICIAL RECORDS OF THE COUNTY RECORDER'S OFFICE OF SAN DIEGO COUNTY, CALIFORNIA ON THIS 2nd DAY OF AUGUST 1970 AT 8:00 A.M. AVCO 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 THAT CERTAIN DEED OF TRUST RECORDED MAY 7, 1969 AS FILE PAGE NO. 79543, SERIES 10, BOOK 1999 OF OFFICIAL RECORDS, WERE ALL THE OWNERS AND THE ONLY PARTIES INTERESTED IN AND WHOSE CONSENT WAS NECESSARY TO PASS A CLEAR TITLE TO THE LAND EMPACED WITHIN THE SUBDIVISION TO BE KNOWN AS GATEWOOD HILLS UNIT NO. 6, AS SHOWN ON THIS MAP CONSISTING OF 7 SHEETS, AND PARTICULARLY DESCRIBED IN THE CAPTION THEREOF, OTHER THAN SAN DIEGO GAS & ELECTRIC COMPANY, HOLDER OF EASEMENT RECORDED MARCH 25, 1963 AS FILE PAGE NO. 51581, SERIES 4, BOOK 1963 OF OFFICIAL RECORDS, AND THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION, HOLDER OF EASEMENTS RECORDED MARCH 29, 1963 AS FILE PAGE NO. 54094, SERIES 4, BOOK 1963 OF OFFICIAL RECORDS AND SEPTEMBER 30, 1968 AS FILE PAGE NO. 108183, SERIES 9, BOOK 1249 OF OFFICIAL RECORDS, WHICH SAID EASEMENTS CANNOT RIPEN INTO A FEE.

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

TITLE INSURANCE AND TRUST COMPANY

By John B. Harvey  
ASSISTANT VICE PRESIDENT

By John B. Harvey  
ASSISTANT SECRETARY

STATE OF CALIFORNIA)  
COUNTY OF SAN DIEGO)

ON THIS 13th DAY OF JULY 1970 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED HAROLD S. BAUER KNOWN TO ME TO BE TRUST OFFICER AND A. H. THOMSEN KNOWN TO ME TO BE ASST. VICE PRESIDENT OF UNITED CALIFORNIA BANK, A CALIFORNIA CORPORATION, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AS TRUSTEE AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE SAME ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME AS TRUSTEE, PURSUANT TO ITS BYLAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS.

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

Raney Wallace  
NOTARY PUBLIC IN AND FOR SAID  
COUNTY AND STATE

MY COMMISSION EXPIRES DEC. 2, 1979

WE, THE UNDERSIGNED SAN DIEGO GAS & ELECTRIC COMPANY, A CORPORATION HEREBY CERTIFY THAT WE ARE INTERESTED IN THE LAND EMPACED WITHIN THE SUBDIVISION TO BE KNOWN AS GATEWOOD HILLS UNIT NO. 6, BY VIRTUE OF AN EASEMENT RECORDED MARCH 25, 1963 AS FILE PAGE NO. 51581, SERIES 4, BOOK 1963 OF OFFICIAL RECORDS AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP CONSISTING OF 7 SHEETS AND DESCRIBED IN THE CAPTION THEREOF, SUBJECT TO SAID EASEMENT AND ALL RIGHTS ENJOYED THEREUNDER, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO REPAIR, RECONSTRUCT, REPLACE, OPERATE AND MAINTAIN WITHOUT DISTURBANCE, THIS COMPANY'S FACILITIES AT THEIR PRESENT LOCATIONS AND ELEVATIONS WITHIN SAID EASEMENT.

SAN DIEGO GAS & ELECTRIC COMPANY, A CORPORATION

By P. M. Klaber By J. E. Graham  
VICE PRESIDENT SECRETARY

## S UNIT NO. 6

## SHEET 1 OF 7 SHEETS

CITY OF SAN DIEGO COUNTY OF SAN DIEGO STATE OF CALIFORNIA.  
RECORDS OF SAID COUNTYAPPROVED THIS 5<sup>th</sup> DAY OF August, 1970, AFTER  
EXAMINATION OF MAP AND CERTIFICATES THEREONJOHN W. WITT  
CITY ATTORNEYBy Frederick C. Connel  
CITY ENGINEERAPPROVED AND RECOMMENDED THIS 4<sup>th</sup> DAY OF August, 1970,  
AFTER EXAMINATION OF THIS MAP BY THE PLANNING DIRECTOR

JAMES L. GOFF

ATTEST.

James L. Goff  
PLANNING DIRECTORMary M. Bagaloff  
SECRETARY

I, E. F. GARRIELSON, 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 GATEWOOD HILLS, UNIT NO. 6, CONSISTING OF 7 SHEETS AND DESCRIBED IN THE CAPTION THEREOF, AND HAVE FOUND THAT THE DESIGN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE "SUBDIVISION MAP ACT OF 1942" 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 8-2-70, 1970.

E. F. GARRIELSON  
CITY ENGINEERBy: E. F. Gabrielson

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

DELAVER J. DICKSON  
COUNTY TREASURERBy: DeLaver J. Dickson DATED 7-20, 1970.  
DEPUTYH. H. TAYLOR  
COUNTY ENGINEERBy: H. H. Taylor DATED 7-10, 1970.  
DEPUTY

BERT V. ELKINS

DEPARTMENT OF SANITATION  
AND FLOOD CONTROLBy: Bert V. Elkins DATED 7-20, 1970.  
DEPUTY

I, CHARLES W. CHRISTENSEN, A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA, HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION HAS MADE BY ME, OR UNDER MY DIRECTION, BETWEEN DECEMBER 16, 1969 AND DECEMBER 23, 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: Charles W. Christensen DATED July 20, 1970.  
CHARLES W. CHRISTENSEN, PCE 8195

I, A. S. GRAY, COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA, HEREBY APPROVE THE NAME GATEWOOD HILLS, UNIT NO. 6 FOR THE SUBDIVISION SHOWN ON THE ANNEXED MAP CONSISTING OF 7 SHEETS AND DESCRIBED IN THE CAPTION THEREOF DATED: April 27, 1970

A. S. GRAY  
COUNTY RECORDERBy: J. L. Gray  
DEPUTY

WE, C. J. FEELY, CITY TREASURER, AND J. 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 7 SHEETS AND DESCRIBED IN THE CAPTION THEREOF.

C. J. FEELY  
CITY TREASURERBy: Don D. Feely DATED July 21, 1970.  
DEPUTYJ. P. FOWLER  
STREET SUPERINTENDENTBy: John P. Fowler DATED July 5, 1970.  
DEPUTY

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

PORTER D. CROWNS  
CLERK OF THE BOARD  
OF SUPERVISORSBy: Porter D. Crowns DATED 6/13, 1970

I, JOHN LOCKWOOD, CITY CLERK OF THE CITY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT BY RESOLUTION NO. 10000, THE COUNCIL OF SAID CITY HAS APPROVED THIS MAP OF GATEWOOD HILLS, UNIT NO. 6,

CONSISTING OF 7 SHEETS AND DESCRIBED IN THE CAPTION THEREOF, AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, COUNTY COURT, JUDICIAL PLACE, AND MANHATTAN COURT: 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 ABUTTERS' RIGHTS OF ACCESS IN AND TO BAYVIEW, BERNARD ROAD, ADJACENT AND CONTIGUOUS TO LOTS 2359 THROUGH 2370; 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 PASSAGE AND EGRESS FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION; RESERVING HOWEVER TO THE OWNER OF THE FEE UNDERLYING ANY EASEMENTS HEREIN ACCEPTED THE CONTINUED USE OF THE SURFACE OF SAID REAL PROPERTY; AND SUBJECT TO THE FOLLOWING CONDITIONS: THE 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 PIPE LINES SHALL BE PROHIBITED UNLESS WRITTEN PERMISSION IS FIRST OBTAINED FROM THE CITY OF SAN DIEGO.

IN WITNESS WHEREOF, SAID COUNCIL HAS CAUSED THESE PRESENTS TO BE EXECUTED BY THE CITY CLERK AND ATTESTED BY ITS SEAL THIS 11<sup>th</sup> DAY OF August, 1970

JOHN LOCKWOOD  
CITY CLERKBy: John Lockwood  
DEPUTYSTATE OF CALIFORNIA) ss.  
COUNTY OF SAN DIEGO)

ON THIS 10<sup>th</sup> DAY OF July, 1970, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED B. M. KLAUBER KNOWN TO ME TO BE Vice President AND J. A. GRAY KNOWN TO ME TO BE Secretary OF SAN DIEGO GAS & ELECTRIC COMPANY, A CORPORATION, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE SAME ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME, PURSUANT TO ITS BYLAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS.

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

T. Horner H. Duncan  
NOTARY PUBLIC IN AND FOR SAID  
COUNTY AND STATE  
MY COMMISSION EXPIRES SEPT 9, 1973

P.P.  
60FILE NO. 145803

I, A. S. GRAY, COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT I HAVE ACCEPTED FOR RECORDED THIS MAP FILED AT THE REQUEST OF CHARLES W. CHRISTENSEN THIS 14<sup>th</sup> DAY OF AUGUST, 1970 AT 4:21 O'CLOCK P.M.

FEE \$ 12.00A. S. GRAY  
COUNTY RECORDERBy: Edna L. Hunt  
DEPUTY

GATEWOOD HILLS UNIT NO. 6

1. A.S. GRAY COUNTY AFFIDAVIT OF THE COMITY OF SAN JUAN

U.S. GOVERNMENT  
COMMUNITY DEVELOPMENT

IMPROVEMENTS IN THE STATE OF CALIFORNIA AGAINST THE

J. P. Loder by Lloyd L. Williams CWD Aug 5 1970  
Sibley Ornithological Institute

OF THE STATE OF CALIFORNIA AS RETURNED MAY BEEN CORRECTED AND

ACCEPTED ON BEHALF OF THE PRESIDENT OF THE COURT, VIKTORIY PLATONOV

BEHALF OF THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION, THE

**CONDITIONS: THE EFFECTING OF BUILDINGS MASONRY WALLS VARIATION IN LIVES AND OTHER STRUCTURES ON THE INCREASE OF STRENGTH OF THE CONCRETE**

EXECUTED BY THE CITY CLERK AND ATTESTED BY HIS SEAL THIS 11th DAY OF SEPTEMBER 1904

STATE OF CALIFORNIA) ss:  
COUNTY OF SAN DIEGO)

OF SAN DIEGO GAS & ELECTRIC COMPANY, A CORPORATION. THE CORPORATION

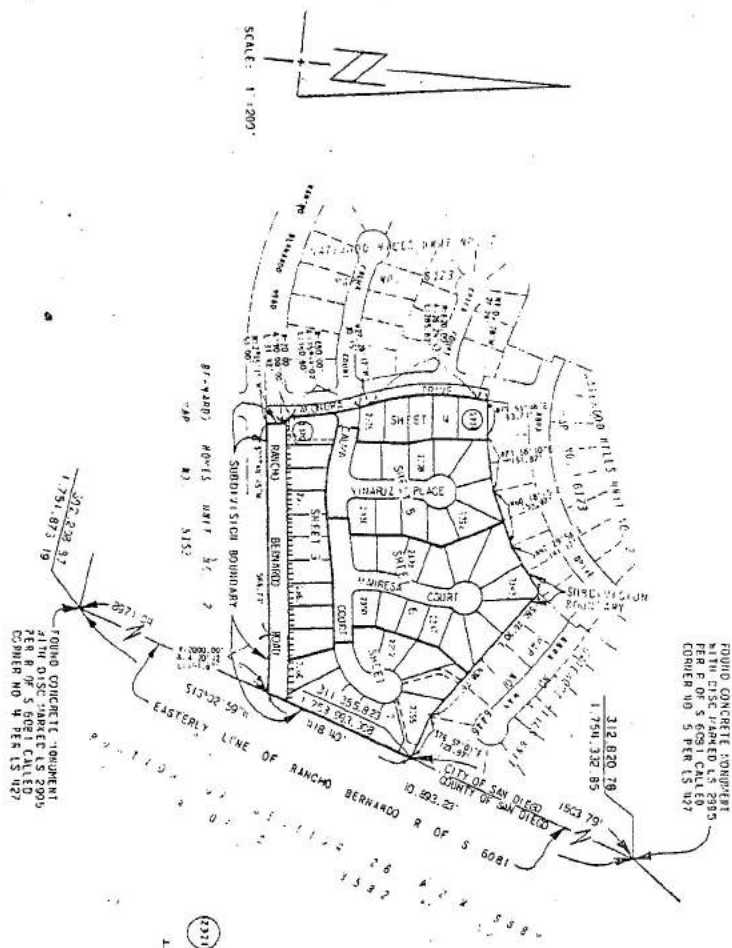
NOTARIAL SEAL. THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE

REV. E. J. ... 2 14 07  
FEE 3.17.00 A.S. GRAY

COUNTY RECORDS  
COUNTY[illegible][illegible]

# GATEWOOD HILLS UNIT NO. 6

MAP NO. 67005  
SHEET 2 OF 7 SHEETS



## NOTES:

1. SHEET 2 OF THIS MAP IS A KEY WITH THE SUBDIVISION BOUNDARY TRACED. IT DOES NOT SHOW ADJACENTS FOUND OR SET. SEE SHEETS 3 THROUGH 7 EXCLUSIVE FOR ADJACENTS FOUND OR SET AS INDICATED IN LEGEND.
2. ALL STRAIGHT LINES INTERSECTING OR NEARING CURVES AT APPARENT RADIAL OR TANGENT CONDITIONS ARE RADIAL OR TANGENT RESPECTIVELY UNLESS SHOWN OTHERWISE IN THE LIST OF LINEAR AND ANGULAR DIMENSIONS.
3. THE CENTERS OF CURVES POINT NUMBERS ARE LISTED ON EACH SHEET FOR THE RESPECTIVE CURVES SHOWN. THESE CENTER POINT NUMBERS ARE LISTED FOR CONVENIENCE TO IDENTIFY POINT NUMBERS USED.
4. CORRODIBLES SHOWN ON THIS SHEET ARE TO SECOND ORDER IN TERMS OF CALIFORNIA CORRODIBLE SCALE. GRID ZONE 6, BASED LOCATED ON FIRST OR SECOND ORDER STATIONS BLACK AND SHY DITCH COUNTY STATION WHITE TANK PER R OF S 6081.
5. SOILS REPORT BY:  
MOONARD, CLAY & ASSOCIATES  
BY: STANLEY E. CATERSON, R.E. 10350  
DATED: JANUARY 13, 1960

## LEGEND

- ① - SET 2" PIPE 20' IN LENGTH WITH DISC STAMPED RCE 8195
- ② - SET CONTROL MONUMENT PER CITY STANDARD DRAWING M-21
- ③ - VALUE 68-1 CORRODIBLE NO. 760180
- ④ - FOUND 2" PIPE WITH DISC STAMPED RCE 8175 PER MAP 5102
- ⑤ - FOUND 2" PIPE WITH DISC STAMPED RCE 8105 (E. 1/2 5123)
- ⑥ - FOUND 2" PIPE WITH DISC STAMPED RCE 8195 PER MAP 5102
- ⑦ - FOUND 2" PIPE WITH DISC STAMPED RCE 8195 PER MAP 5102
- ⑧ - INDICATES FIRST AND LAST LOT NUMBER RESPECTIVELY

ALL LOTS INDICATES ADJACENTS FOUND OR SET AS ACCESS PLANNED. SHOWN  
NEED CORRECTION. MONUMENT PER CITY STANDARD DRAWING M-21, VALUE  
68-1, CORRODIBLE NO. 760180 PER MAP 6123

## BASIS OF BEARING

THE EASTERN LINE OF RANCHO SANTI BERNARDO, R OF S 6081  
1 E. S. 13 62 59' N. 10, 893, 43

THIS SUBDIVISION CONTAINS 11,289 ACRES CROSS  
50 LOTS

P.P.  
60



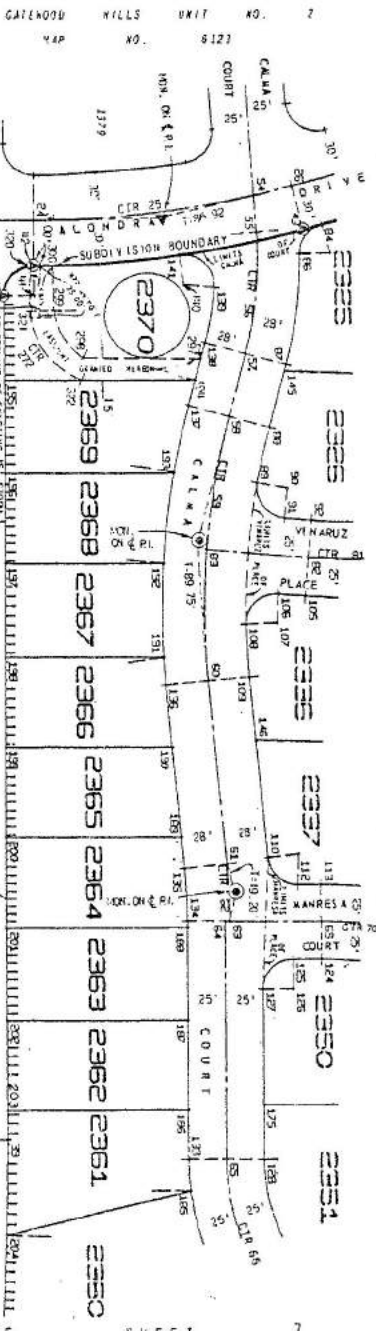
# GATEWOOD HILLS UNIT NO. 6

MAP NO. 6100

SHEET 3 OF 7 SHEETS

SHEET 3, LOT 2341 - 2370

LOT NUMBER	BEARING	LENGTH	REMARKS
2370	N 12° 15' 15" E	120.00	
2369	N 12° 15' 15" E	120.00	
2368	N 12° 15' 15" E	120.00	
2367	N 12° 15' 15" E	120.00	
2366	N 12° 15' 15" E	120.00	
2365	N 12° 15' 15" E	120.00	
2364	N 12° 15' 15" E	120.00	
2363	N 12° 15' 15" E	120.00	
2362	N 12° 15' 15" E	120.00	
2361	N 12° 15' 15" E	120.00	
2360	N 12° 15' 15" E	120.00	
2359	N 12° 15' 15" E	120.00	
2358	N 12° 15' 15" E	120.00	
2357	N 12° 15' 15" E	120.00	
2356	N 12° 15' 15" E	120.00	
2355	N 12° 15' 15" E	120.00	
2354	N 12° 15' 15" E	120.00	
2353	N 12° 15' 15" E	120.00	
2352	N 12° 15' 15" E	120.00	
2351	N 12° 15' 15" E	120.00	
2350	N 12° 15' 15" E	120.00	
2349	N 12° 15' 15" E	120.00	
2348	N 12° 15' 15" E	120.00	
2347	N 12° 15' 15" E	120.00	
2346	N 12° 15' 15" E	120.00	
2345	N 12° 15' 15" E	120.00	
2344	N 12° 15' 15" E	120.00	
2343	N 12° 15' 15" E	120.00	
2342	N 12° 15' 15" E	120.00	
2341	N 12° 15' 15" E	120.00	



LOT NUMBER	BEARING	LENGTH	REMARKS
2341	N 12° 15' 15" E	120.00	
2342	N 12° 15' 15" E	120.00	
2343	N 12° 15' 15" E	120.00	
2344	N 12° 15' 15" E	120.00	
2345	N 12° 15' 15" E	120.00	
2346	N 12° 15' 15" E	120.00	
2347	N 12° 15' 15" E	120.00	
2348	N 12° 15' 15" E	120.00	
2349	N 12° 15' 15" E	120.00	
2350	N 12° 15' 15" E	120.00	
2351	N 12° 15' 15" E	120.00	
2352	N 12° 15' 15" E	120.00	
2353	N 12° 15' 15" E	120.00	
2354	N 12° 15' 15" E	120.00	
2355	N 12° 15' 15" E	120.00	
2356	N 12° 15' 15" E	120.00	
2357	N 12° 15' 15" E	120.00	
2358	N 12° 15' 15" E	120.00	
2359	N 12° 15' 15" E	120.00	
2360	N 12° 15' 15" E	120.00	
2361	N 12° 15' 15" E	120.00	
2362	N 12° 15' 15" E	120.00	
2363	N 12° 15' 15" E	120.00	
2364	N 12° 15' 15" E	120.00	
2365	N 12° 15' 15" E	120.00	
2366	N 12° 15' 15" E	120.00	
2367	N 12° 15' 15" E	120.00	
2368	N 12° 15' 15" E	120.00	
2369	N 12° 15' 15" E	120.00	
2370	N 12° 15' 15" E	120.00	

LOT NUMBER	BEARING	LENGTH	REMARKS
2341	N 12° 15' 15" E	120.00	
2342	N 12° 15' 15" E	120.00	
2343	N 12° 15' 15" E	120.00	
2344	N 12° 15' 15" E	120.00	
2345	N 12° 15' 15" E	120.00	
2346	N 12° 15' 15" E	120.00	
2347	N 12° 15' 15" E	120.00	
2348	N 12° 15' 15" E	120.00	
2349	N 12° 15' 15" E	120.00	
2350	N 12° 15' 15" E	120.00	
2351	N 12° 15' 15" E	120.00	
2352	N 12° 15' 15" E	120.00	
2353	N 12° 15' 15" E	120.00	
2354	N 12° 15' 15" E	120.00	
2355	N 12° 15' 15" E	120.00	
2356	N 12° 15' 15" E	120.00	
2357	N 12° 15' 15" E	120.00	
2358	N 12° 15' 15" E	120.00	
2359	N 12° 15' 15" E	120.00	
2360	N 12° 15' 15" E	120.00	
2361	N 12° 15' 15" E	120.00	
2362	N 12° 15' 15" E	120.00	
2363	N 12° 15' 15" E	120.00	
2364	N 12° 15' 15" E	120.00	
2365	N 12° 15' 15" E	120.00	
2366	N 12° 15' 15" E	120.00	
2367	N 12° 15' 15" E	120.00	
2368	N 12° 15' 15" E	120.00	
2369	N 12° 15' 15" E	120.00	
2370	N 12° 15' 15" E	120.00	

SCALE 1"=60'







MAP NO. 6706  
SHEET 6 OF 7 SHEETS

SHEET 6 OF 7 SHEETS

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27

230

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SHEET

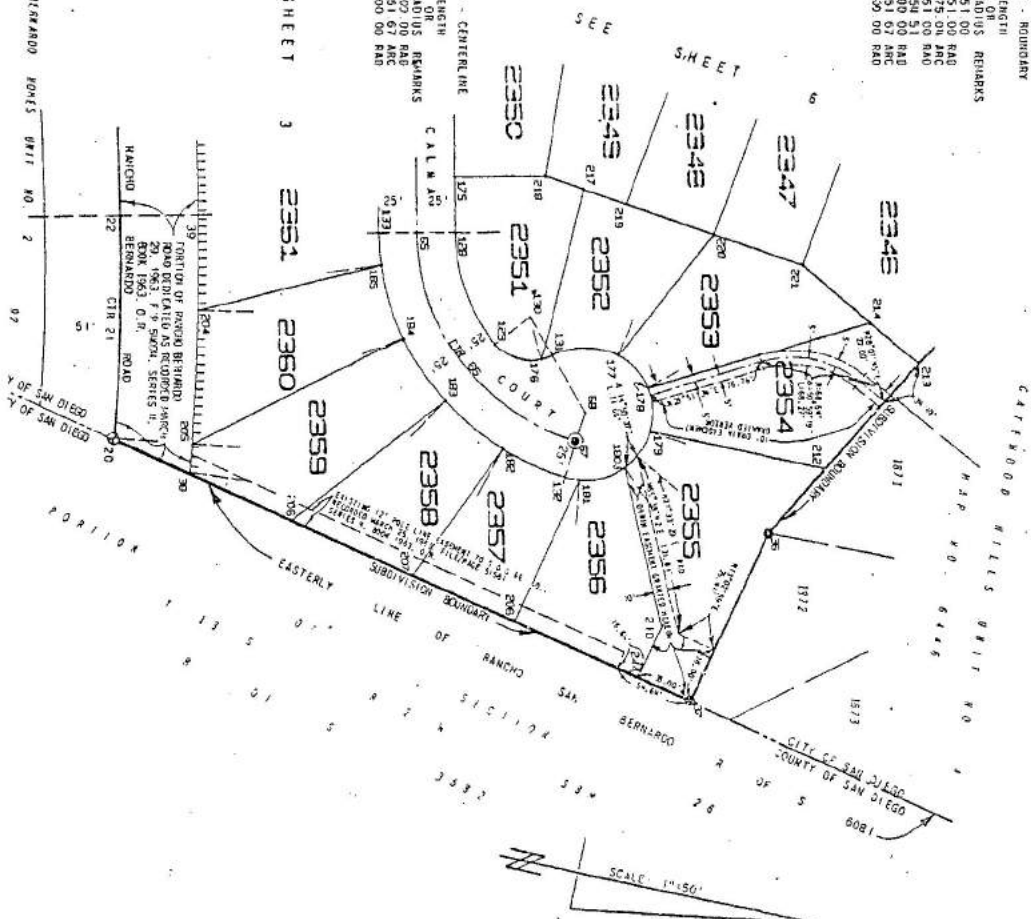
SEE

CTR 59	-	-
	CALMA	150
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RADIO BEARINGS ROAD - CENTURINE			
PTI	BEARING	LENGTH	REMARKS
PTI P11	OR DELTA	OR	
PTI P12	SEC MIN SEC	RAD US	
PTI P13	SEC MIN SEC	RAD US	
PTI P14	SEC MIN SEC	RAD US	
PTI P15	SEC MIN SEC	RAD US	
PTI P16	SEC MIN SEC	RAD US	
PTI P17	SEC MIN SEC	RAD US	
PTI P18	SEC MIN SEC	RAD US	
PTI P19	SEC MIN SEC	RAD US	
PTI P20	SEC MIN SEC	RAD US	
PTI P21	SEC MIN SEC	RAD US	
PTI P22	SEC MIN SEC	RAD US	
PTI P23	SEC MIN SEC	RAD US	
PTI P24	SEC MIN SEC	RAD US	
PTI P25	SEC MIN SEC	RAD US	
PTI P26	SEC MIN SEC	RAD US	
PTI P27	SEC MIN SEC	RAD US	
PTI P28	SEC MIN SEC	RAD US	
PTI P29	SEC MIN SEC	RAD US	
PTI P30	SEC MIN SEC	RAD US	
PTI P31	SEC MIN SEC	RAD US	
PTI P32	SEC MIN SEC	RAD US	
PTI P33	SEC MIN SEC	RAD US	
PTI P34	SEC MIN SEC	RAD US	
PTI P35	SEC MIN SEC	RAD US	
PTI P36	SEC MIN SEC	RAD US	
PTI P37	SEC MIN SEC	RAD US	
PTI P38	SEC MIN SEC	RAD US	
PTI P39	SEC MIN SEC	RAD US	
PTI P40	SEC MIN SEC	RAD US	
PTI P41	SEC MIN SEC	RAD US	
PTI P42	SEC MIN SEC	RAD US	
PTI P43	SEC MIN SEC	RAD US	
PTI P44	SEC MIN SEC	RAD US	
PTI P45	SEC MIN SEC	RAD US	
PTI P46	SEC MIN SEC	RAD US	
PTI P47	SEC MIN SEC	RAD US	
PTI P48	SEC MIN SEC	RAD US	
PTI P49	SEC MIN SEC	RAD US	
PTI P50	SEC MIN SEC	RAD US	
PTI P51	SEC MIN SEC	RAD US	
PTI P52	SEC MIN SEC	RAD US	
PTI P53	SEC MIN SEC	RAD US	
PTI P54	SEC MIN SEC	RAD US	
PTI P55	SEC MIN SEC	RAD US	
PTI P56	SEC MIN SEC	RAD US	
PTI P57	SEC MIN SEC	RAD US	
PTI P58	SEC MIN SEC	RAD US	
PTI P59	SEC MIN SEC	RAD US	
PTI P60	SEC MIN SEC	RAD US	
PTI P61	SEC MIN SEC	RAD US	
PTI P62	SEC MIN SEC	RAD US	
PTI P63	SEC MIN SEC	RAD US	
PTI P64	SEC MIN SEC	RAD US	
PTI P65	SEC MIN SEC	RAD US	
PTI P66	SEC MIN SEC	RAD US	
PTI P67	SEC MIN SEC	RAD US	
PTI P68	SEC MIN SEC	RAD US	
PTI P69	SEC MIN SEC	RAD US	
PTI P70	SEC MIN SEC	RAD US	
PTI P71	SEC MIN SEC	RAD US	
PTI P72	SEC MIN SEC	RAD US	
PTI P73	SEC MIN SEC	RAD US	
PTI P74	SEC MIN SEC	RAD US	
PTI P75	SEC MIN SEC	RAD US	
PTI P76	SEC MIN SEC	RAD US	
PTI P77	SEC MIN SEC	RAD US	
PTI P78	SEC MIN SEC	RAD US	
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PTI P81	SEC MIN SEC	RAD US	
PTI P82	SEC MIN SEC	RAD US	
PTI P83	SEC MIN SEC	RAD US	
PTI P84	SEC MIN SEC	RAD US	
PTI P85	SEC MIN SEC	RAD US	
PTI P86	SEC MIN SEC	RAD US	
PTI P87	SEC MIN SEC	RAD US	
PTI P88	SEC MIN SEC	RAD US	
PTI P89	SEC MIN SEC	RAD US	
PTI P90	SEC MIN SEC	RAD US	
PTI P91	SEC MIN SEC	RAD US	
PTI P92	SEC MIN SEC	RAD US	
PTI P93	SEC MIN SEC	RAD US	
PTI P94	SEC MIN SEC	RAD US	
PTI P95	SEC MIN SEC	RAD US	
PTI P96	SEC MIN SEC	RAD US	
PTI P97	SEC MIN SEC	RAD US	
PTI P98	SEC MIN SEC	RAD US	
PTI P99	SEC MIN SEC	RAD US	
PTI P100	SEC MIN SEC	RAD US	



# GATEWOOD HILLS UNIT NO. 6

SHEET 3 OF 7 SHEETS

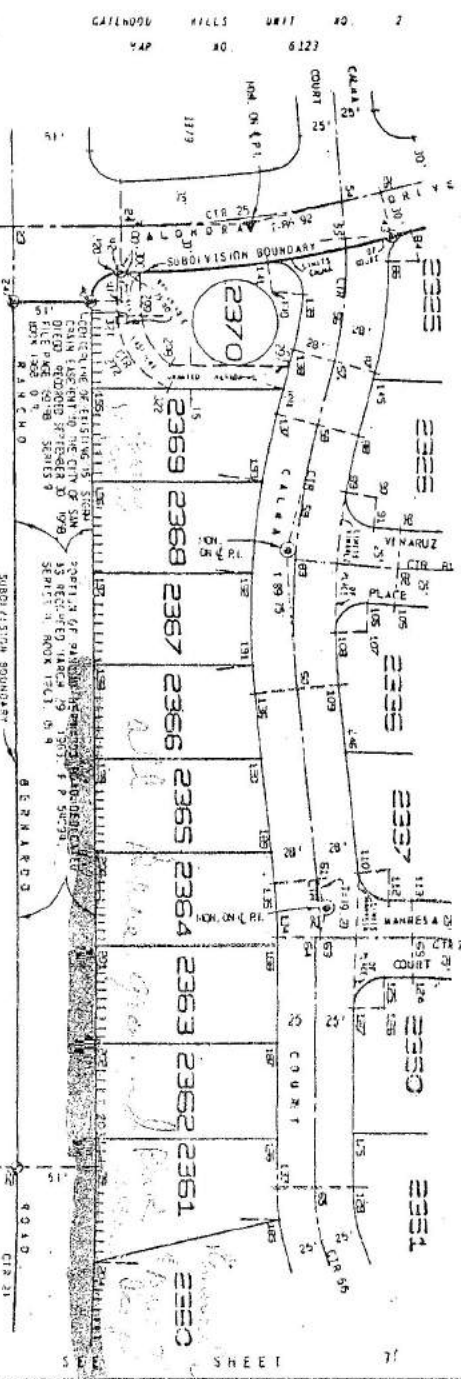
SHEET 3A LOTS 2361 - 2370

LOT NUMBER	ACRES	REMARKS
2361	1.00	1.00 AC
2362	1.00	1.00 AC
2363	1.00	1.00 AC
2364	1.00	1.00 AC
2365	1.00	1.00 AC
2366	1.00	1.00 AC
2367	1.00	1.00 AC
2368	1.00	1.00 AC
2369	1.00	1.00 AC
2370	1.00	1.00 AC

SEE SHEET 4

SEE SHEET 5

SEE SHEET 6



SHEET 3 BOUNDARY

REFERENCE

DE 2370

DE 2370

DE 2370

DE 2370

DE 2370

DE 2370

DE 2370

DE 2370

DE 2370

DE 2370

DE 2370

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DE 2370

LOT NUMBER	ACRES	REMARKS
2361	1.00	1.00 AC
2362	1.00	1.00 AC
2363	1.00	1.00 AC
2364	1.00	1.00 AC
2365	1.00	1.00 AC
2366	1.00	1.00 AC
2367	1.00	1.00 AC
2368	1.00	1.00 AC
2369	1.00	1.00 AC
2370	1.00	1.00 AC

LOT NUMBER	ACRES	REMARKS
2361	1.00	1.00 AC
2362	1.00	1.00 AC
2363	1.00	1.00 AC
2364	1.00	1.00 AC
2365	1.00	1.00 AC
2366	1.00	1.00 AC
2367	1.00	1.00 AC
2368	1.00	1.00 AC
2369	1.00	1.00 AC
2370	1.00	1.00 AC

PL 2370