

Recording Requested By:

R.B. Swim & Tennis Club  
(Bernardo Greens Unit No. 22)

When Recorded, Return To:

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

THE ORIGINAL OF THIS DOCUMENT  
WAS RECORDED ON 18-JUL-1997,  
DOCUMENT NUMBER 1997-0341803.  
GREGORY SMITH, COUNTY RECORDER  
SAN DIEGO COUNTY RECORDER'S OFFICE

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 2439 through 2478, inclusive, of Bernardo Greens Unit No. 22, according to Map thereof No. 6772, filed in the Office of the Recorder of San Diego County, California, October 28, 1970;

hereinafter referred to as "Property."

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

1. The Declaration of Restrictions recorded November 9, 1970, at File/Page No. 204735,
2. The First Amendment to Declaration of Restrictions, recorded February 5, 1971, as File/Page No. 023294,
3. The Amendment to Declaration of Restrictions, recorded June 17, 1983, as File/Page No. 83-205265,

COPY

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

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

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

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

*NOW THEREFORE*, the Declaration is hereby amended as follows:

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

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

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

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

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

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

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

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

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

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

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

By: Stewart G. Smet  
President

By: Robert C Boyce  
Secretary

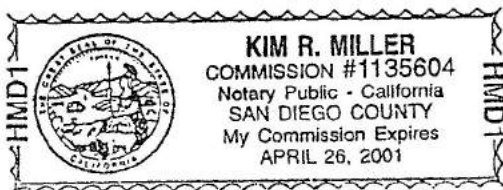
STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN DIEGO )

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

Kum R. Miller

Notary Public





DC # 1997-0618414

DEC 08. 1997 1:19 PM

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

Recording Requested By:

R.B. Swim & Tennis Club  
(Bernardo Greens Unit No. 22)

When Recorded, Return To:

647

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 2439 through 2478, inclusive, of Bernardo Greens Unit No. 22, according to the Map thereof No. 6772, filed in the Office of the Recorder of San Diego County, California, October 28, 1970;

hereinafter referred to as "Property."

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

1. The Declaration of Restrictions recorded November 9, 1970, at File/Page No. 204735,
2. The First Amendment to Declaration of Restrictions, recorded February 5, 1971, as File/Page No. 023294,
3. The Amendment to Declaration of Restrictions, recorded June 17, 1983, as File/Page No. 83-205265,

4. The Amendment to Declaration of Restrictions, recorded July 18, 1997, as File/Page No. 97-0341803,

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

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

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

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

NOW THEREFORE, the Declaration is hereby amended as follows:

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

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

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

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

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

RANCHO BERNARDO SWIM AND TENNIS CLUB,  
a California nonprofit corporation

By: Stuart G. Hunt  
President

By: Robert C. Boyce  
Secretary

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO )

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

[ ] personally known to me

- OR -

☒ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Barbara S. Kelly  
Notary Public





83-205265

Recording Requested By  
and

1454

RECORDED IN  
OFFICIAL RECORDS  
OF SAN DIEGO COUNTY, CAL.

When Recorded Return To:

1983 JUN 17 PM 3:57

VERA L. L. E.  
COUNTY RECORDERRF 20-  
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 November 9, 1970, at File/Page No. 204735, 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 2439 to 2478, inclusive of Bernardo Greens Unit No. 22 in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 6772, 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 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 negligence of the architectural committee.



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

This Declaration of Building Restrictions and Architectural Control, made this 6th day of November, 1970, by Avco Community Developers, Inc., a corporation.

WHEREAS, Avco Community Developers, Inc., a corporation, herein referred to as "Declarant," is the owner of that certain property situated in the City of San Diego, County of San Diego, State of California, described as follows:

Lots 2439 to 2478, inclusive, of Bernardo Greens Unit No. (22) according to Map 6772 filed in the Office of the County Recorder of San Diego County, October 28, 1970.

WHEREAS, Declarant is about to sell and convey some or all of the lots located within said Bernardo Greens Unit No. 22 and before selling or conveying any of said lots desires to subject all of said lots in said Bernardo Greens Unit No. 22 to certain conditions and restrictions for the protection and benefit of Declarant and any and all future owners of said lots or any of them.

WITNESSETH:

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

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

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

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

5. MINIMUM FLOOR AREA OF DWELLINGS. That the floor square-foot area, exclusive of porches, patios, exterior stairways and garages, of any building shall not be less than 1200 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, LTC. 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 setback line as shown on the recorded plat. Provided, however, that in the event the Committee fails to approve or disapprove such location, plans and specifications within sixty (60) days after the submission thereof to it, then such approval will not be required, provided any building so to be erected conforms to all other conditions and restrictions herein contained and is in harmony with similar structures erected within Bernardo Greens Unit No. 22.

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

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

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

11. LOT MAINTENANCE. Each individual lot owner will keep, maintain, water, plant and replant all slope banks located on such



12. HEIGHT OF TREES, HEDGES AND OTHER PLANT MATERIALS. All trees, hedges and other plant material 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 said trees, hedges and other plant materials 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, hedges, and other plant materials, the proposed location of such items shall be approved in writing by the Architectural Committee. No trees, hedges and other plant materials shall be so located or allowed to reach a size or height that will interfere with the view of the surrounding properties.

13. FENCING. All lots abutting on the golf course shall be allowed, with Architectural Committee approval in writing, the right to erect a chain-link fence on the rear lot line, said fence to be four feet (4') in height unless a swimming pool is placed in rear yard, and then the fence shall be five feet (5') in height. No solid-face fencing will be allowed on the side lot lines closer than fifteen feet (15') from the rear lot line. The owners of said lots will maintain and keep in good condition and repair all of said fence located on their respective lot lines. Declarant has or will at Declarant's expense construct a fence of wood and masonry along or parallel to the southerly boundary of Lots 2439 through 2442, inclusive, 2450, 2451, 2466 and 2467. The owners of said lots will maintain and keep in good condition and repair that part of said fence located on their lots, respectively, and they will not remove or deface or in any way change or alter said fence or any part thereof, and if the owners of any of said lots, respectively, fail or refuse to fully and faithfully comply with, and conform to, the provisions of this paragraph, then Declarant shall have the right to enter upon their said lots, respectively, and perform such work as may be necessary to fulfill the provisions of this paragraph and charge the reasonable cost thereof to the owners of the lot upon which such work is performed. No fence, rail or hedge over 36 inches in height shall be placed in front of the setback line on a lot as shown on the recorded map of said Bernardo Greens Unit No. 22, and in no event shall any fence, wall (except a retaining wall), rail or hedge be over 72 inches in height elsewhere on the lot except with the prior written consent of the Architectural Committee.

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

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

16. MAILBOXES. The installation of mailboxes detached from the residence structures shall be subject to prior Architectural Committee approval.

erected on any lot. No truck, camper, trailer, boat of any kind, or other single- or multi-purpose, engine-powered vehicle, other than a standard automobile or an approved golf cart, be parked on any lot except temporarily and solely for the purpose of loading or unloading.

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

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

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

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

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

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

24. EXTENSION OF CONDITIONS AND RESTRICTIONS. Each and all of the foregoing conditions and restrictions shall terminate January 2, 1998, unless the owners of a majority of said lots have executed and recorded at any time within six months prior to January 2, 1998, in the manner required for a conveyance of real property, a writing in which they agree that conditions and restrictions shall continue for a further specified period and providing therein a similar provision for the further extension of said restrictions and conditions, and said majority may in said agree-

- 5 -

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

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

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

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



within sixty (60) days after the recording of any Notice of Claim of Breach, anything contained herein to the contrary notwithstanding.

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

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

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

32. **LEGAL ACTION IN THE EVENT OF BREACH.** As to the Declarant and the owner or owners of any of said lot or lots, including any bona fide purchaser under contract, the foregoing conditions and restrictions shall operate as covenants running with the land, and a breach of any of them or a continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by Declarant or the owner or owners of any lot or lots in Bernardo Greens Unit No. 22, 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 Declarant of seventy-five per cent (75%) or more of said lots, which said written instrument shall become effective upon the recording of the same in the Recorder's Office of the County of San Diego, California.

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

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

36. **CONSTRUCTION CLEAN-UP AND CONFORMITY OF CONSTRUCTION WITH PLANS.** When plans and specifications for the construction of improvements are submitted to the Architectural Committee pursuant to these restrictions, said submission shall, at the request of the Architectural Committee,

SS 12425 Rancho Bernardo Rd., San Diego, Calif. 92128

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS made this 4th day of February, 1971 by AVCO COMMUNITY DEVELOPERS, INC., a California corporation, hereinafter called "Declarant", amends that certain Declaration of Restrictions dated November 6, 1970 made by Declarant, all as hereinafter more fully set forth:

WITNESSETH:

WHEREAS, Declarant did heretofore under date of November 6, 1970 make a certain Declaration of Restrictions which was thereafter recorded in the Recorder's Office of San Diego County, California on November 9, 1970, Document No. 204735; and

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

Lots 2439 to 2478, inclusive of Bernardo Greens Unit No. 22, according to Map No. 6772 filed in the Office of the County Recorder of San Diego County, October 28, 1970,

hereinafter referred to as "Real Property"; and

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

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

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

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

1. The following sentence set out in Paragraph 13 - FENCING - lines nine through twelve, to-wit:

"Declarant has or will at Declarant's expense construct a fence of wood and masonry along or parallel to the southerly boundary of Lots 2439 through 2442, inclusive, 2450, 2451, 2466 and 2467"

is hereby stricken and in lieu thereof is substituted the following sentence:

"Declarant has or will at Declarant's expense construct a fence of wood and masonry

2. Except as hereinabove expressly modified, said Declaration of Restrictions is hereby in all respects re-affirmed.

IN WITNESS WHEREOF, AVCO COMMUNITY DEVELOPERS, INC., Declarant, has signed this instrument the day and year first hereinabove written.

AVCO COMMUNITY DEVELOPERS, INC.

By

William H. Claus III

Assistant Vice President

STATE OF CALIFORNIA )

COUNTY OF SAN DIEGO )

ss.

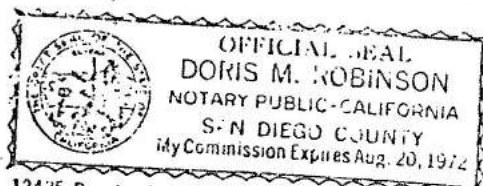
On February 4, 1971 before me the undersigned, a Notary Public in and for said State, personally appeared William H. Claus III, known to me to be the Asst. Vice President, and known to me to be                      Secretary of the corporation that executed the within Instrument, known to me to be the 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

Doris M. Robinson

Doris M. Robinson



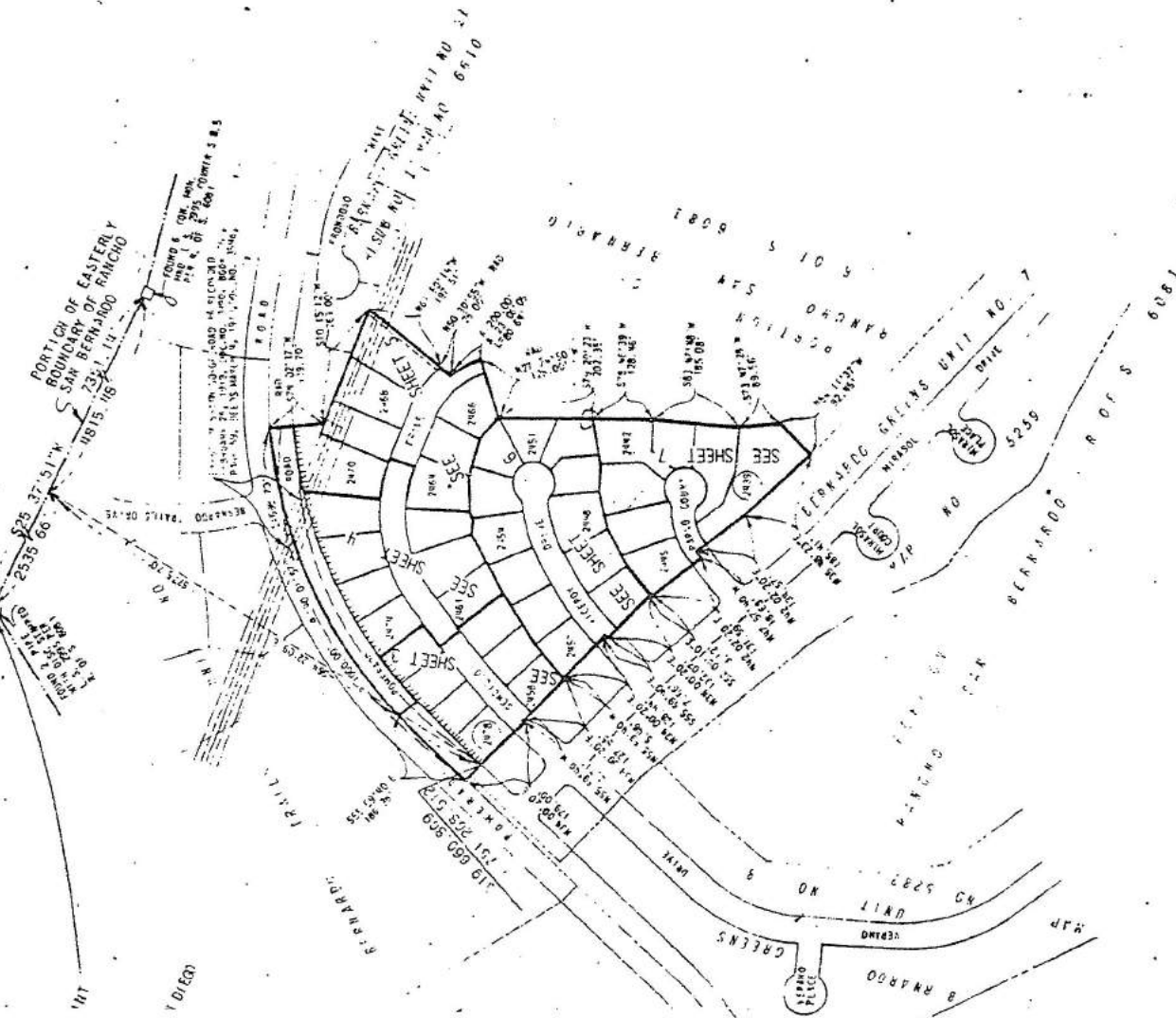
12425 Rancho Escondido Rd., San Diego, Calif. 92128





# BERNARDO GREENS UNIT NO. 22

## SHEET 2 OF 7 SHEETS



### NOTES:

1. SHEET 2 OF THIS MAP IS A 1/4 SHEET WITH THE SUBDIVISION BOUNDARY TRAVERSE. IT DOES NOT SHOW MONUMENT, TOWN OR SET. SEE SHEETS 3 THROUGH 7 INCLUSIVE FOR MONUMENTS FOUND OR SET AS INDICATED IN LEGEND.
2. ALL STRAIGHT LINES INTERSECTING OR MEETING CURVES AT APPARENT RADIAL OR TANGENT CONDITIONS ARE RADIAL OR TANGENT RESPECTIVELY UNLESS SHOWN OTHERWISE IN THE LIST OF LINEAR AND ANGULAR DIMENSIONS.
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. COORDINATES SHOWN ON THIS SHEET ARE TO SECOND ORDER IN TERMS OF CALIFORNIA COORDINATE SYSTEM, GRID ZONE 6, BASED LOCALLY ON FIRST OR SECOND ORDER STATIONS BLACK AND SAN DIEGO COUNTY STATION WHITE TANK PIR OF S 6081.
5. SOILS REPORT BY: DOUGLASS CLYDE & ASSOCIATES, 400 STANLEY, CHICAGO, ILL. 60607, DATE: AUGUST 27, 1967.

### LEGEND

- FOUND AS NOTED
- ⊙ = SAT 2" PIPE 20" IN LENGTH WITH DISC STAMPED AGE 919
  - ⊙ = FOUND 2" PIPE WITH DISC STAMPED AGE 9199 PER AP NO 5259
  - ⊙ = FOUND 2" PIPE WITH DISC STAMPED AGE 9190 PER AP NO 5210
  - ⊙ = SET CONTROL MONUMENT PER CITY STANDARD DRAWING (VOLUME 68-1, DOC. NO 726180, H-21)
  - ⊙ = INDICATES FIRST AND LAST LOT NUMBERS RESPECTIVELY
  - ||||| = INDICATES ABUTTERS' RIGHT OF ACCESS RELINQUISHED HEREON

THIS SUBDIVISION CONTAINS 12.675 ACRES GROSS  
77 LOTS TOTAL

BASIS OF BEARING  
THE WESTERLY LINE OF BERNARDO GREENS UNIT NO. 21.  
RESUB NO 6510 ADJACENT TO LOTS 1981,  
1382, AND 1983, I.E., 410-15 12° E 429.86

SCALE: 1"=200'

P.P. 60



# ERNARDO GREENS UNIT NO. 22

RADO ROAD - BOUNDARY

BEARING OR DELTA	LENGTH OR RADIUS	REMARKS
12 DEG MIN SEC	186.38	
23 53-59-40E	186.38	
58 53A- 0-20W	51.00	
57 53-59-40W	186.38	
24 53A- 0-20E	51.00	

TERLINE - BENCILLO DRIVE

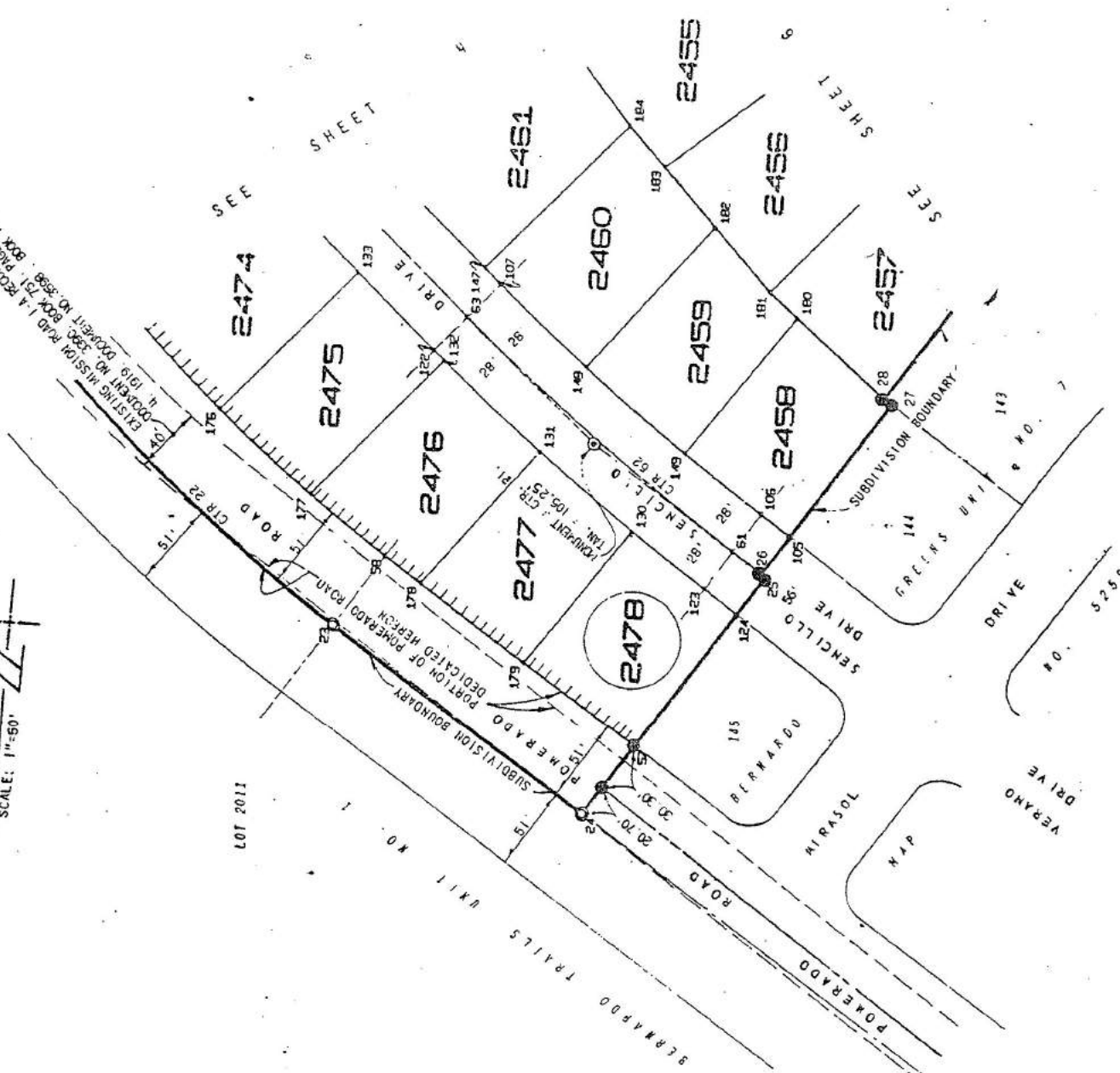
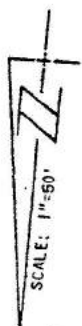
BEARING OR DELTA	LENGTH OR RADIUS	REMARKS
12 DEG MIN SEC	2.71	
26 53-59-40E	2.71	
61 53-59-40E	22.04	
62 53A- 0-20W	1500.00 RAD	
63 0- 1-38	210.16 ARC	
64 54- 1-58E	1500.00 RAD	

ENCILLO DRIVE - BOUNDARY

BEARING OR DELTA	LENGTH OR RADIUS	REMARKS
PT2 DEG MIN SEC	24.75	
123 53-59-40E	24.75	
62 53A- 0-20W	1528.00 RAD	
122 0- 1-38	214.08 ARC	
123 54- 1-58E	1528.00 RAD	
107 54- 1-58W	56.00	
62 54- 1-58W	1472.00 RAD	
106 0- 1-38	206.23 ARC	
105 53-59-40W	1472.00 RAD	
24 53A- 0-20E	28.00	
25 53-59-40W	2.71	
124 53A- 0-20E	28.00	

ET 3 BOUNDARY

BEARING OR DELTA	LENGTH OR RADIUS	REMARKS
PT2 DEG MIN SEC	186.38	
23 53-59-40E	186.38	
58 53A- 0-20W	51.00	
22 53A- 0-20W	949.00 RAD	
176 7-57-16	131.75 ARC	
176 54- 1-58E	949.00 RAD	
133 54- 1-58W	115.92	
122 54- 1-58W	94.02	
107 54- 1-58W	16.00	
106 54- 1-58W	13.57	
186 54- 1-58W	121.00	
181 54- 1-58W	129.34	
59 53-59-40W	92.60	
27 53-59-40W	5.46	
26 53A- 0-20E	127.55	
25 53-59-40W	2.71	



P.P. 60

# BERNARDO GREENS UNIT NO. 22

SHEET 4 OF 7 SHEETS

POWERADO ROAD - BOUNDARY

BEARING OR DELTA	LENGTH	REMARKS
1 P12 DEG MIN SEC		
60 574- 2-17W	51.00	
22 574- 2-17W	949.00	RAD
58 40- 1-57	683.07	ARC
58 M34- 0-20E	949.00	RAD
23 M34- 0-20E	51.00	
22 534- 0-20W	1000.00	RAD
21 40- 1-57	638.70	ARC
21 M74- 2-17E	1000.00	RAD

CENTERLINE - SENCILLO DRIVE

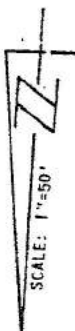
BEARING OR DELTA	LENGTH	REMARKS
11 P12 DEG MIN SEC		
64 547-38- 2E	110.87	
65 547- 1-58W	328.00	RAD
120 59-10-38	339.34	ARC
109 578-41-24E	328.00	RAD
65 N78-41-24W	56.00	
65 59-16-38	272.00	RAD
108 59-16-38	281.40	ARC
108 N42- 1-58E	272.00	RAD
107 N47-35- 2W	110.87	
122 N42- 1-58E	56.00	

SENCILLO DRIVE - BOUNDARY

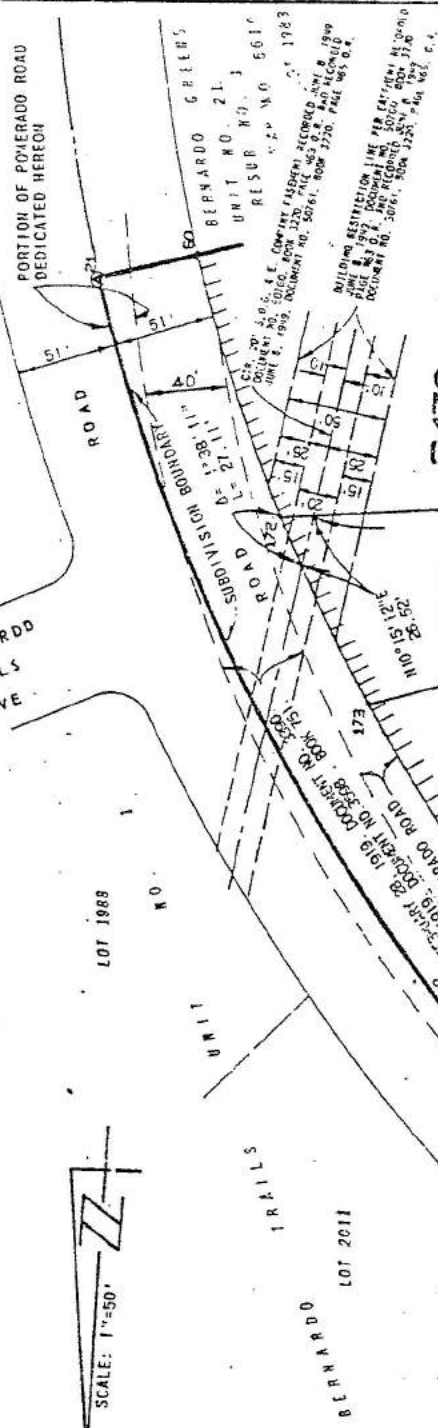
BEARING OR DELTA	LENGTH	REMARKS
11 P12 DEG MIN SEC		
121 547-58- 2E	110.87	
65 547- 1-58W	328.00	RAD
120 59-10-38	339.34	ARC
109 578-41-24E	328.00	RAD
65 N78-41-24W	56.00	
65 59-16-38	272.00	RAD
108 59-16-38	281.40	ARC
108 N42- 1-58E	272.00	RAD
107 N47-35- 2W	110.87	
122 N42- 1-58E	56.00	

SHEET A BOUNDARY

BEARING OR DELTA	LENGTH	REMARKS
11 P12 DEG MIN SEC		
60 574- 2-17W	51.00	
22 574- 2-17W	949.00	RAD
0 172 0-27-22	140.06	ARC
2 172 M65-34-55E	949.00	RAD
2 137 584-27-40W	166.34	
7 65 584-27-40W	328.00	RAD
7 120 16-50-56	96.45	ARC
5 120 578-41-24E	328.00	RAD
109 N78-41-24W	56.00	
65 N78-41-24W	272.00	RAD
144 19-48-37	94.04	ARC
4 144 M81-29-59E	272.00	RAD
4 169 581-29-59W	138.00	
18 167 M 5-38-15W	34.25	
17 164 M36-11-44W	16.77	
17 164 M39-27-59W	142.49	
14 167 N42- 1-58E	121.00	
7 107 N47-35- 2W	13.37	
7 122 N42- 1-58E	56.00	
12 133 547-38- 2E	64.02	
13 176 N42- 1-58E	115.92	
14 22 541-57-36W	949.00	RAD
16 58 7-57-16	131.73	ARC
12 38 M34- 0-20E	949.00	RAD
18 23 M34- 0-20E	51.00	



SCALE: 1"=50'



# ERNARDO GREENS UNIT NO. 22

SHEET 5 OF 7 SHEETS

ITERLINE - SENCILLO DRIVE

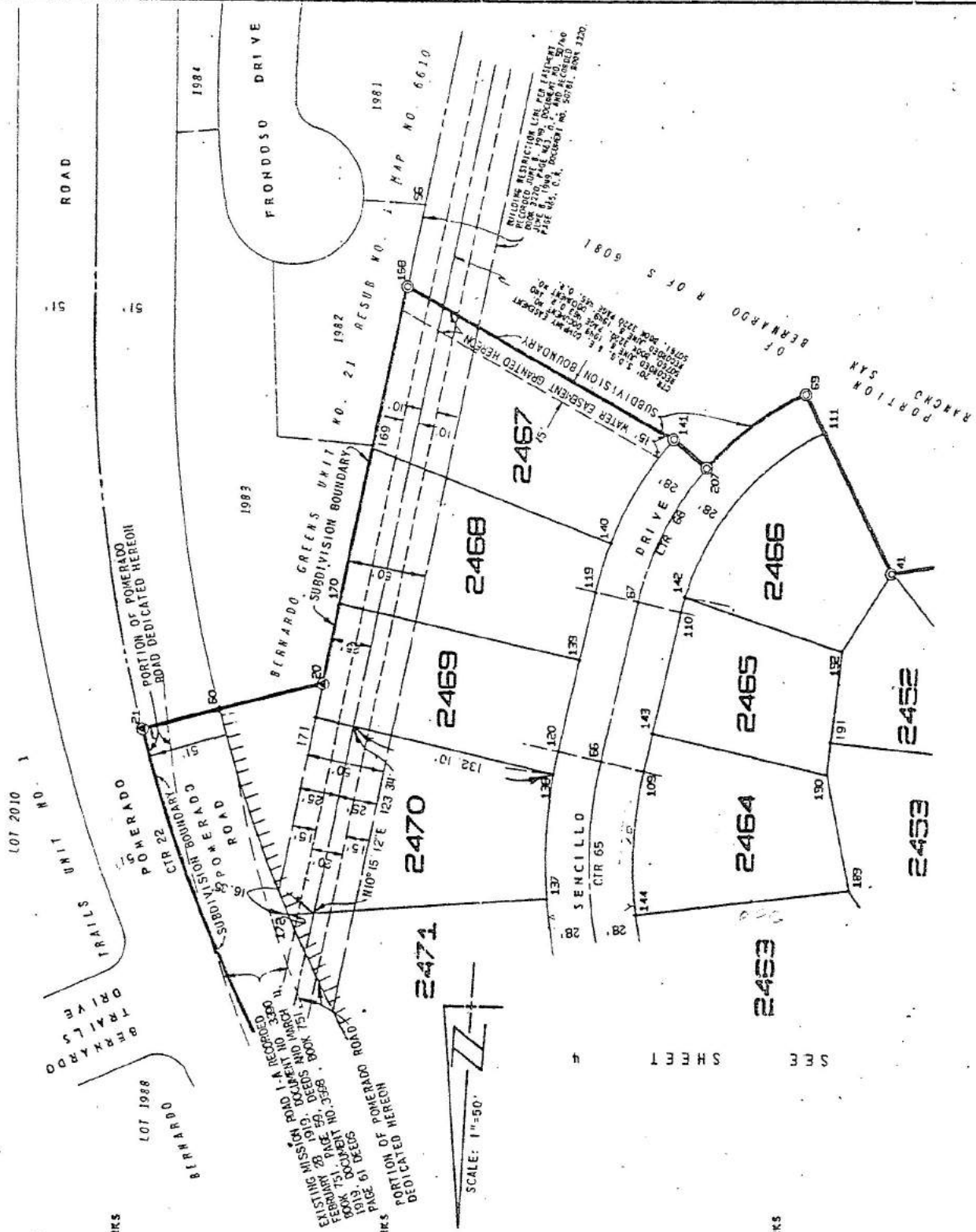
BEARING OR DELTA	LENGTH OR RADIUS	REMARKS
P12 DEG MIN SEC		
67 511-16-36W	105.55	
68 N78-41-24W	200.00	RAD
69 51-16-31W	178.99	ARC
69 527-24-50E	200.00	RAD

NCILLO DRIVE - BOUNDARY

BEARING OR DELTA	LENGTH OR RADIUS	REMARKS
P12 DEG MIN SEC		
119 511-16-36W	105.95	
68 N78-41-24W	228.00	RAD
141 28-10-39	112.12	ARC
141 550-30-55E	228.00	RAD
207 N50-30-53W	26.00	
68 N50-30-53W	200.00	RAD
69 23-0-5	80.64	ARC
69 527-24-50E	200.00	RAD
111 N27-24-50W	301.00	RAD
68 N27-24-50W	172.00	RAD
110 51-16-31W	153.93	ARC
110 576-41-24E	172.00	RAD
109 N11-16-36E	105.55	
120 578-41-24E	56.00	

FEET 3 BOUNDARY

BEARING OR DELTA	LENGTH OR RADIUS	REMARKS
P12 DEG MIN SEC		
10 576-2-17W	69.70	
148 510-15-12W	263.00	
141 N61-16-12W	177.51	
207 N50-30-53W	26.00	
68 N50-30-53W	200.00	RAD
69 23-0-5	80.64	ARC
69 527-24-50E	200.00	RAD
111 N27-24-50W	301.00	RAD
68 N27-24-50W	172.00	RAD
110 51-16-31W	153.93	ARC
110 576-41-24E	172.00	RAD
109 N11-16-36E	105.55	
120 578-41-24E	56.00	
65 501-29-59W	172.00	RAD
109 15-48-27	94.04	ARC
109 376-41-24E	272.00	RAD
170 576-41-24E	56.00	
65 N78-41-24W	328.00	RAD
137 10-30-56	96.45	ARC
137 N84-27-40E	328.00	RAD
172 N84-27-40E	160.34	
22 565-34-55W	949.00	RAD
60 8-27-22	140.06	ARC
60 N74-2-17E	949.00	RAD



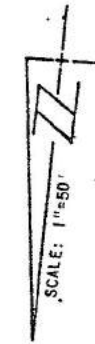
SEE SHEET 6

P.P. 60

# BERNARDO GREENS UNIT NO. 22

SHEET 6 OF 7 SHEETS

CENTERLINE - VICEROY DRIVE



LOT NUMBER 2434

18	133 570-48-52W	107.00	RAD
19	133 570-48-52W	328.00	RAD
20	133 570-48-52W	80.37	ARC
21	133 570-48-52W	320.00	RAD
22	133 570-48-52W	101.42	RAD
23	133 570-48-52W	73.80	RAD
24	133 570-48-52W	34.25	RAD

LOT NUMBER 2435

18	133 570-48-52W	101.42	RAD
19	133 570-48-52W	328.00	RAD
20	133 570-48-52W	80.37	ARC
21	133 570-48-52W	320.00	RAD
22	133 570-48-52W	101.42	RAD
23	133 570-48-52W	73.80	RAD
24	133 570-48-52W	34.25	RAD

LOT NUMBER 2436

18	133 570-48-52W	97.28	RAD
19	133 570-48-52W	0.64	RAD
20	133 570-48-52W	578.00	RAD
21	133 570-48-52W	82.68	ARC
22	133 570-48-52W	578.00	RAD
23	133 570-48-52W	28.21	RAD
24	133 570-48-52W	97.23	RAD

LOT NUMBER 2437

18	133 570-48-52W	90.21	RAD
19	133 570-48-52W	978.00	RAD
20	133 570-48-52W	79.06	ARC
21	133 570-48-52W	578.00	RAD
22	133 570-48-52W	100.44	RAD
23	133 570-48-52W	192.40	RAD

VICEROY DRIVE - BOUNDARY

BEARING OR DELTA

PT1 PT2 DEG MIN SEC RADIUS

REMARKS

PT1	PT2	DEG	MIN	SEC	RADIUS	REMARKS
1	2	104	33	0	20E	28.00
2	3	53	59	40E	7.66	
3	4	104	33	0	20E	28.00
4	5	104	33	0	20E	28.00
5	6	104	33	0	20E	28.00
6	7	104	33	0	20E	28.00
7	8	104	33	0	20E	28.00
8	9	104	33	0	20E	28.00
9	10	104	33	0	20E	28.00
10	11	104	33	0	20E	28.00
11	12	104	33	0	20E	28.00
12	13	104	33	0	20E	28.00
13	14	104	33	0	20E	28.00
14	15	104	33	0	20E	28.00
15	16	104	33	0	20E	28.00
16	17	104	33	0	20E	28.00
17	18	104	33	0	20E	28.00
18	19	104	33	0	20E	28.00
19	20	104	33	0	20E	28.00
20	21	104	33	0	20E	28.00
21	22	104	33	0	20E	28.00
22	23	104	33	0	20E	28.00
23	24	104	33	0	20E	28.00
24	25	104	33	0	20E	28.00
25	26	104	33	0	20E	28.00
26	27	104	33	0	20E	28.00
27	28	104	33	0	20E	28.00
28	29	104	33	0	20E	28.00
29	30	104	33	0	20E	28.00
30	31	104	33	0	20E	28.00
31	32	104	33	0	20E	28.00
32	33	104	33	0	20E	28.00
33	34	104	33	0	20E	28.00
34	35	104	33	0	20E	28.00
35	36	104	33	0	20E	28.00
36	37	104	33	0	20E	28.00
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38	39	104	33	0	20E	28.00
39	40	104	33	0	20E	28.00
40	41	104	33	0	20E	28.00
41	42	104	33	0	20E	28.00
42	43	104	33	0	20E	28.00
43	44	104	33	0	20E	28.00
44	45	104	33	0	20E	28.00
45	46	104	33	0	20E	28.00
46	47	104	33	0	20E	28.00
47	48	104	33	0	20E	28.00
48	49	104	33	0	20E	28.00
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51	52	104	33	0	20E	28.00
52	53	104	33	0	20E	28.00
53	54	104	33	0	20E	28.00
54	55	104	33	0	20E	28.00
55	56	104	33	0	20E	28.00
56	57	104	33	0	20E	28.00
57	58	104	33	0	20E	28.00
58	59	104	33	0	20E	28.00
59	60	104	33	0	20E	28.00
60	61	104	33	0	20E	28.00
61	62	104	33	0	20E	28.00
62	63	104	33	0	20E	28.00
63	64	104	33	0	20E	28.00
64	65	104	33	0	20E	28.00
65	66	104	33	0	20E	28.00
66	67	104	33	0	20E	28.00
67	68	104	33	0	20E	28.00
68	69	104	33	0	20E	28.00
69	70	104	33	0	20E	28.00
70	71	104	33	0	20E	28.00
71	72	104	33	0	20E	28.00
72	73	104	33	0	20E	28.00
73	74	1				

SHEET 7 OF 7 SHEETS

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