

Recording Requested By:

Rancho Bernardo Swim & Tennis Club -  
Bernardo Greens Unit No. 12

296

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY SMITH, COUNTY RECORDER  
RF: 9.00 FEES: 19.00  
AF: 9.00  
MF: 1.00

When Recorded, Return To:

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

For Recorder's Use

### AMENDMENT TO DECLARATION OF RESTRICTIONS

*Bernardo Greens Unit No. 12, San Diego, California*

THIS AMENDMENT is made on this 28 day of September, 1994, by Rancho Bernardo Swim & Tennis Club, a nonprofit mutual benefit corporation, hereinafter referred to as "Club," representing the owners of the real property described below, with reference to the following:

#### RECITALS

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

#### LEGAL DESCRIPTION

Lots 293 to 332 inclusive of Bernardo Greens Unit No. 12, in the City of San Diego, County of San Diego, State of California, according to the Map thereof No. 5600, filed in the office of the County Recorder of San Diego County, July 19, 1965;

hereinafter referred to as "**Property.**"

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

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

1. The Declaration of Restrictions recorded on July 19, 1965 at File/Page No. 128506 of Official records of the County Recorder of San Diego County;

2. The Amendment to Declaration of Restrictions recorded on May 10, 1983 at File/Page No. 83-153796 of Official Records of the County Recorder of San Diego County;

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

- D. The Declaration, in Paragraph 24, provides that it may be amended with the approval of a majority of the owners of lots subject to the Declaration. Paragraph 24 also provides that any amendment shall become effective upon recordation in the office of the County Recorder of San Diego County.
- E. The undersigned, by signature below, certify that the affirmative vote of at least a majority of the owners of lots subject to the Declaration has been obtained.

### **DECLARATION**

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Paragraph 24 of the Declaration 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, 2005. Thereafter, it shall be automatically extended for successive periods of ten (10) years, unless the owners of a majority of all lots subject to these conditions and restrictions execute and record an instrument terminating these conditions and restrictions.
2. Paragraph 31 of the Declaration is deleted in its entirety and replaced with the following Paragraph 31:  
  

**31. FAILURE TO COMPLY WITH ORDER OF ARCHITECTURAL COMMITTEE.** In the event of the failure of any individual lot owner to comply with a written directive or order from the Architectural Committee, 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. Paragraph 11 of the Declarations 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.

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

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

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

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

By: Richard W. Thorson  
Richard W. Thorson, Secretary

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

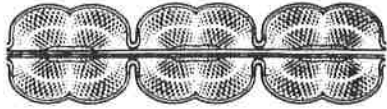
On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared Stuart G. Hunt and Richard W. Thorson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as President and Secretary,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

WITNESS my hand and official seal.

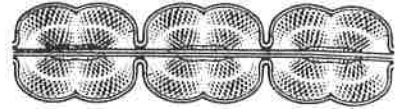
\_\_\_\_\_  
Notary Public

CALIFORNIA

300



ALL-PURPOSE



## ACKNOWLEDGEMENT

STATE OF CALIFORNIA )

COUNTY OF SAN DIEGO )

On Sept. 28, 1994 before me, Theresa L. Rice/Notary Public

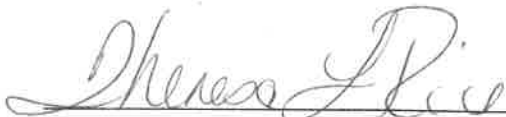
DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, \*\*Stuart G. Hunt and Richard W. Thorson\*\*

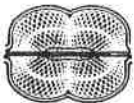
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the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

WITNESS my hand and official seal.

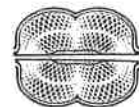


NOTARY PUBLIC SIGNATURE

(SEAL)



## OPTIONAL INFORMATION



TITLE OR TYPE OF DOCUMENT Amendment to Declaration of Restrictions

DATE OF DOCUMENT September 28, 1994 NUMBER OF PAGES 4

SIGNER(S) OTHER THAN NAMED ABOVE None

AMENDMENT TO BYLAWS  
OF  
RANCHO BERNARDO SWIM AND TENNIS CLUB

ARTICLE X is added to the Bylaws as follows:

ARTICLE X  
Architectural Control and Enforcement

Section 1. Architectural Committee. The Board of Directors shall appoint an architectural committee of at least three but no more than five persons. Each architectural committee member shall serve until his removal by the Board of Directors. Architectural committee members shall be appointed from the regular membership of this corporation. Upon appointment or replacement of an architectural committee member, a notice thereof shall be filed in the Official Records of San Diego County, California. Any architectural committee member may resign at any time by recording a Notice of Resignation with the Office of the San Diego County Recorder and mailing a copy to the Board of Directors.

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

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

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

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

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The undersigned hereby:

APPROVES:  DATE: 11/21/83  
(Signature)

DISAPPROVES: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Signature)

MEMBERSHIP NUMBER: 20120324 ADDRESS: \_\_\_\_\_

The foregoing instrument was acknowledged before me this 12th day of January, 1983, by G. Douglas Holling.

My Commission Expires 10-29-83

Margaret M. Bangs  
444 White Ave. Notary Public  
Grand Junction, CO 81501



Recording Requested By  
and  
When Recorded Return To:

1931

*Secretary*  
R. B. SWIM & TENNIS CLUB  
16955 Bernardo Oaks Dr.  
San Diego, California 92126

83-153796  
RECORDED IN  
OFFICIAL RECORDS  
OF SAN DIEGO COUNTY, CAL.

1983 MAY 10 PM 3:50

VERA L. LITTLE  
COUNTY RECORDER

RF 22 A1  
MG 1

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 July 19, 1965 at File/Page No. 128506, 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 293 to 332, inclusive of Bernardo Greens Unit No. 12 in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 5600, 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 Board of Directors 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 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.



GREENS 12

Green No 12

FILE/PAGE NO. 420506  
RECORDED REQUEST OF  
EQUINIX TITLE INSURANCE COMPANY

12

JUL 19 10 03 AM '65 718

SERIES 6 BOOK 1965  
OFFICIAL RECORDS  
SAN DIEGO COUNTY, CALIF.  
A. S. GRAY, RECORDER

#### DECLARATION OF RESTRICTIONS

This Declaration of Building Restrictions and Architectural Control, made this 19th day of July, 1965, by RANCHO BERNARDO HOMES, INC., a corporation.

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

Lots 293 to 332 inclusive of Rancho Bernardo Homes Unit No. 12, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 5600, filed in the Office of the Recorder of San Diego County, July 19, 1965

WHEREAS, Owner is about to sell and convey some or all of the lots located within said Bernardo Greens Unit No. 12; and before selling or conveying any of said lots, desires to subject all of said lots in said Bernardo Greens Unit No. 12 to certain conditions and restrictions for the protection and benefit of Owner and any and all future owners of said lots or any of them.

#### W I T N E S S E T H :

That the said Owner hereby certifies and declares that it has established and does hereby establish the following General Plan for the protection and benefit of all said real property, and has fixed and does hereby fix the following protective conditions and restrictions upon and subject to which each and all of the lots in said real property shall be hereafter held, used, occupied, leased, 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 discretion 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 a number of the lots in said tract property shall have the right by written document to appoint the members of said Committee 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 one story in height.

5. MINIMUM FLOOR AREA OF DWELLINGS. That the floor square foot area, exclusive of porches, patios, exterior stairways and garages, of any building shall not be less than 1400 square feet on the ground floor of a one 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 Bernardo Greens Unit No. 12.

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 of materials exterior to said buildings. 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 replace all slope banks located on such owner's lot so as to prevent erosion and to prevent an unsightly 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 cause to all devices issued by the Architectural Committee for compliance with the provisions of this paragraph.

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

13. 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 dwelling. 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. FENCE, HEDGES, RADIO POLES AND FLAG POLES. That no fence, rail or hedge over 36 inches in height shall be placed in front of the set-back line on a lot, as shown on the recorded map of said Bernardo Greens Unit No. 12, 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. Owner has or will, at owner's expense, construct a fence of chain link material along or parallel to the westerly boundary of lots 316 to 327 inclusive and lots 329 to 332 inclusive, the southerly boundary of lots 314 to 315 inclusive of said Bernardo Greens Unit No. 12. The owners of said lots will maintain and keep in good condition and repair that part of said fence located on their respective lots and they will not remove or deface in any way, change or alter, said fence in 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 or any other paragraph, then Owner shall have the right to enter upon their said lots, respectively, and perform such work as may be necessary to fulfill the provisions of this paragraph and charge the reasonable cost thereof to the owners of the lot upon which such work is performed.

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

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

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

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

19. NO SIGNS. That no sign of any kind or for any use or purpose whatsoever 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 to 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 CAGES, ETC. That no commercial dog-raiding 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. SLOPES AND DRAINAGE PATTERNS. That each of the owners of a lot in said tract will permit free access by owners of adjacent or adjoining lots to slopes or drainageways located on his property which affect said adjacent or adjoining lots, when such access is essential for the maintenance of permanent stabilization on said slopes, or maintenance of the drainage facilities for the protection and use of property other than the lot on which the slope or drainageway is located.

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

24. EXTENSION OF CONDITIONS AND RESTRICTIONS. Each and all of the foregoing conditions and restrictions shall terminate January 2, 1995, unless the owners of a majority of said lots have executed and recorded at any time within six months prior to January 2, 1995, in the manner required for a conveyance of real property, a writing in which they agree that conditions and restrictions shall continue for a further specified period and providing therein a similar provision for the further extension of said restrictions and conditions; and said majority may in said agreement provide that said conditions and restrictions or some of them, shall no longer apply to certain lots; provided, also, that the above and foregoing conditions and restrictions may be modified at the time and in the same manner hereinabove provided for the extensions of said conditions and restrictions.

25. NOTICE OF CLAIM OF BREACH. That the Owner, or the Architectural Committee may at any time that it or the Architectural Committee deems a breach of these conditions and restrictions has occurred, execute, acknowledge and record in the Recorder's Office of San Diego County, a Notice of Claim of Breach setting forth the facts of such breach and setting forth 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) 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 subdivided into building sites having a frontage of less than shown on the original recorded map filed for record.

27. MEMBERSHIP IN MANCHO BERNARDO PARK. Each owner and/or owner of a residential unit in the property above described shall be a regular member of Mancho Bernardo Park, a California corporation not for profit, which said membership shall be appurtenant to each residential unit, and the transferor of title to such residential unit shall automatically transfer to the regular membership appurtenant to such residential unit to the transferee or transferees and an assignable part of the purchase price paid to Owner for such residential unit shall be for the cost of construction of said Mancho Bernardo Park improvements. Each such owner and/or owners are obligated to promptly, fully and faithfully comply with and conform to the By-Laws of Mancho Bernardo Park, and the rules and regulations



from time to time prescribed thereunder by the Board of Directors of said corporation or its officers and to promptly pay in full all dues, fees or assessments levied by said corporation on its members whether such dues, fees or assessments were levied prior or subsequent to the date of acquisition of title, except that the purchaser of any such residential unit at a Trustee's Sale on foreclosure or a lender who acquires title by deed in lieu of foreclosure shall not be liable for any dues, fees or assessments levied prior to such sale or acquisition of title.

28. **PROTECTION FOR MORTGAGEES AND TITLE INSURANCE COMPANIES.** That the owners of any encumbrance made for value on any said lot or lots and any corporation insuring the lien of such encumbrance may conclusively presume that no breach exists under these conditions and restrictions, provided such encumbrance is recorded in the Office of the County Recorder of San Diego County prior to the commencement of any action to establish any such breach and not within sixty (60) days after the recording of any Notice of Claim of Breach, anything contained herein to the contrary notwithstanding.

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

30. **NO WAIVER.** That a waiver of a breach of any of the foregoing conditions and restrictions shall not be construed as a waiver of any succeeding breach or violation 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 Bernardo Greens Unit No. 12, 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) percent or more of said lots which said written instrument shall become effective upon the recording of the same in the Recorder's Office of the County of San Diego, California.

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

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

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

RANCHO BERNARDO HOMES, INC.,  
a corporation  
By Richard B. Howard  
Executive Vice President

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO }  
as

On July 19, 1965, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard L. Welsch, known to me to be the Executive Vice President of the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

Carol A. Andersen  
Notary Public in and for said County and State

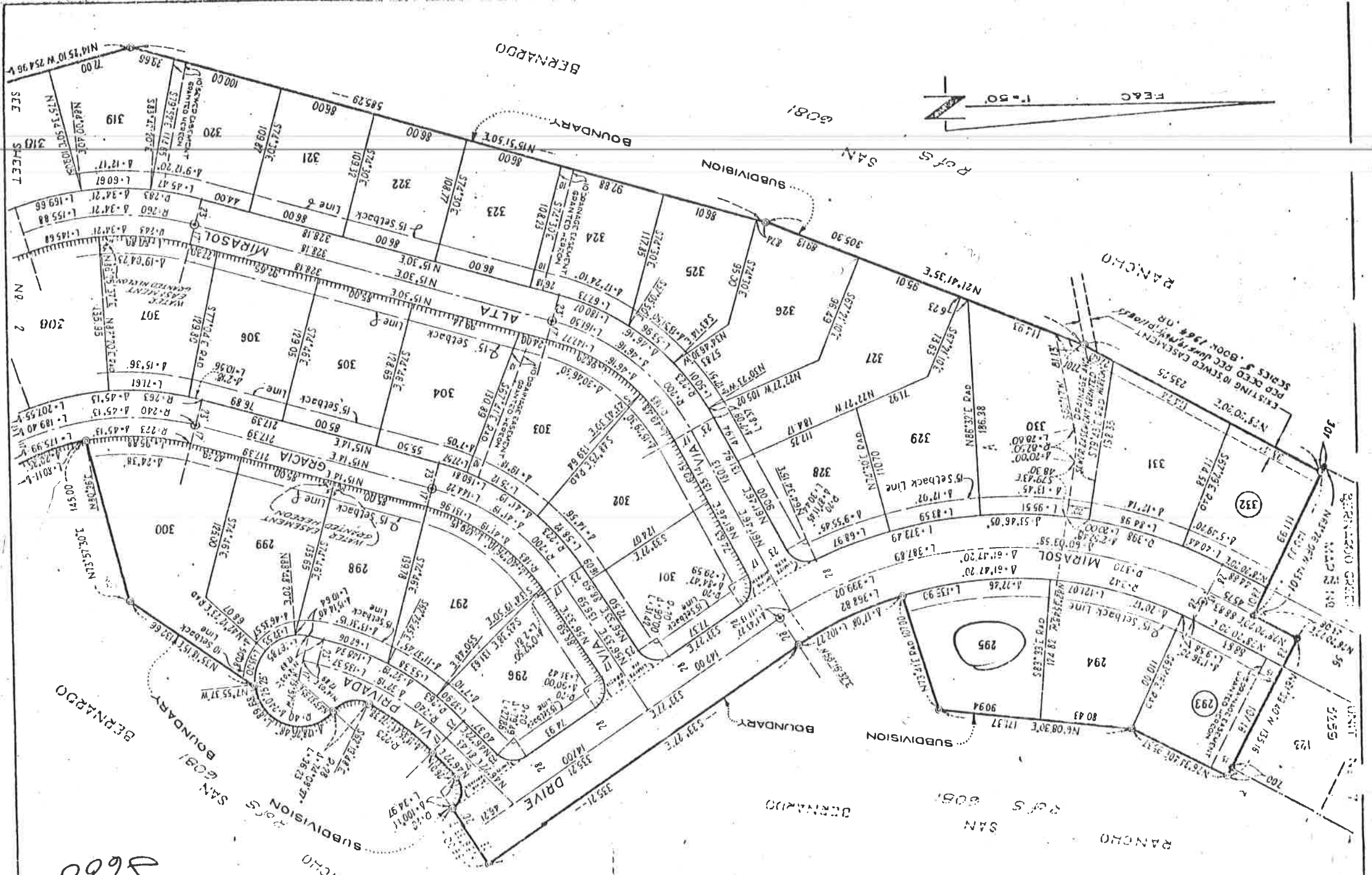
My Commission Expires February 23, 1969  
CAROL A. ANDERSEN



5660

SHEET 3 OF 3 SHEETS

# BERNARDO GREENS UNIT NO 12



SEE SHEET

NO 2

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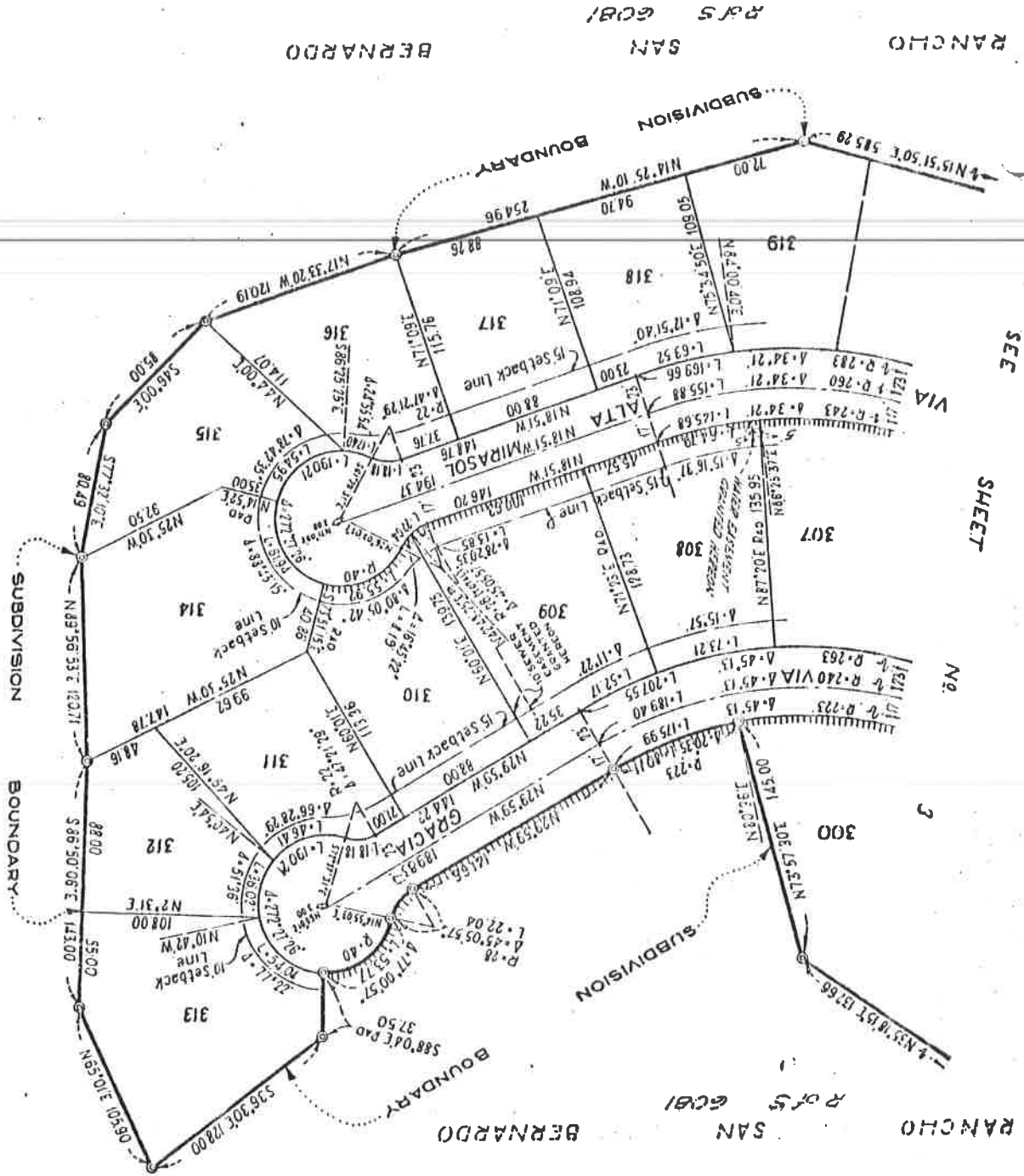
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- LEGEND**
- SET 7" PIPE 24" IN LENGTH WITH DISC STAMPED P.C.E. 8195
  - FOUND 2" PIPE WITH DISC STAMPED P.C.E. 8195 PER MAP 5259
  - ABUTTERS RIGHTS OF ACCESS RELINQUISHED HEREON.
  - ⊙ INDICATES SET MONUMENT PER CITY DWG. M-21-C2

BASIS OF BEARING: A PORTION OF THE SOUTHERLY SUBDIVISION BOUNDARY OF BERNARDO GREENS UNIT No. 7, MAP No. 5259, I.E. N63°26'06"W 143.01'

THIS SUBDIVISION CONTAINS 14035 ACRES GROSS 40 LOTS

RECORDED  
7-19-65

Greens 12

lot 293-332

**AVCO COMMUNITY DEVELOPERS, INC.**

16770 WEST BERNARDO DRIVE, P.O. BOX 25199, SAN DIEGO, CALIF 92127 TEL: (714) 277-2132 487-1011

September 3, 1982

Dear Homeowner:

On October 1, 1982, Avco Community Developers, Inc. and the existing ACD appointed Architectural Committee will officially terminate all CC&R related responsibilities within the Bernardo Hills, Bernardo Greens and Gatewood Hills areas of Rancho Bernardo. To assure that property values are protected and that the Covenants, Conditions and Restrictions are properly enforced, the Board of Directors of the Swim and Tennis Club have agreed to accept the responsibilities of CC&R control, subject to the majority approval of the members of the Club.

In order to legally accomplish this task, it is required that all CC&R's and Bylaws of the Swim and Tennis Club be amended. Enclosed herewith are copies of the actual amendment documents applicable to your property. Please review these documents at the earliest date possible, as a representative of the Swim and Tennis Club will be in your area sometime in the near future to obtain your signature of approval.

If you may have any questions regarding this matter, please feel free to contact me at your convenience at 487-1011, extension 306 or 307.

Yours truly,



Ed Williams  
CC&R Coordinator

EW:js

Enclosure



Recording Requested By  
and  
When Recorded Return To:

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 July 19, 1965 at File/Page No. 128506,  
Official Records of San Diego County, California. .

B. The undersigned wish by means of this instrument to  
amend the Declaration pursuant to procedure prescribed in  
paragraph 33 of the Declaration.

C. The Declaration encumbers:

Lots 293 to 332, inclusive of Bernardo Greens Unit No.  
12 in the City of San Diego, County of San Diego, State  
of California, according to Map thereof No. 5600, filed  
in the Office of the Recorder of San Diego County,  
California.

NOW, THEREFORE, the Declaration is amended as follows:

1. Paragraphs 2 and 7 of the Declaration are hereby deleted  
and the following paragraph 2 is substituted therefor:

"2. ARCHITECTURAL CONTROL.

2.1. The Board of Directors of RANCHO BERNARDO SWIM &  
TENNIS CLUB, INC., a California nonprofit corporation, (the  
"Club") may appoint an architectural committee of at least  
three but no more than five persons. Each architectural com-  
mittee member shall serve until his removal by the Board of  
Directors of the Club. Any person (including a non-member of  
the Club or a Board member) may be appointed an architectural



committee member. Upon appointment or replacement of an architectural committee member, a notice thereof shall be filed in the Official Records of San Diego County, California. Any architectural committee member may resign at any time by recording a Notice of Resignation with the Office of the San Diego County Recorder and mailing a copy to the Board of Directors.

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

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

2.4. The approval of the architectural committee to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the architectural com-

mittee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent.

2.5. The members of the architectural committee shall receive no compensation for services rendered, but committee members may be reimbursed for their actual out-of-pocket expenditures incurred in performing their duties.

2.6. Neither the architectural committee, nor any member thereof, nor their duly authorized representatives shall be liable to any owner for any loss, damage or injury arising out of or in any way connected with the performance of the architectural committee's duties hereunder, unless due to the willful misconduct or bad faith of the architectural committee. The architectural committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the project generally. The architectural committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, topography, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

2.7. The architectural committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including, without limitation, any restrictions upon height, size, setbacks, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the architectural committee, and shall become effective upon recordation in the Office of the County Recorder of San Diego County. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including, but not limited

to, zoning ordinances and lot setback lines or requirements imposed by the City of San Diego, County of San Diego or any other governmental authority."

2. Paragraph 31 of the Declaration is amended by adding the following last sentence.

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

3. Paragraph 32 of the Declaration is amended by adding the following words to the last sentence of paragraph 32: "or by the RANCHO BERNARDO SWIM & TENNIS CLUB; the Club shall also have the right to notice any claim of breach pursuant to paragraph 25 of the Declaration".

4. The following paragraph 7 is added to the Declaration:

7. "ASSESSMENTS - THE CLUB

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

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

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

7.4. Each Architectural Assessment, together with interest, costs and reasonable attorneys' fees shall (i) be a lien and charge on the lot assessed and (ii) the personal obligation of the person who was the lot owner as of the date of the assessment. The personal obligation for delinquent assessment shall not pass to successors in title unless

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

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

5. This Amendment shall be and become effective upon filing for recordation of this Amendment with the County Recorder of San Diego, California, signed by owners of thirty (30) lots covered hereby.

6. This Amendment may be executed in counterpart.

AMENDMENT TO BYLAWS  
OF  
RANCHO BERNARDO SWIM AND TENNIS CLUB

ARTICLE X is added to the Bylaws as follows:

ARTICLE X

Architectural Control and Enforcement

Section 1. Architectural Committee. The Board of Directors shall appoint an architectural committee of at least three but no more than five persons. Each architectural committee member shall serve until his removal by the Board of Directors. Any person (including a non-member of this corporation or a Board member) may be appointed an architectural committee member. Upon appointment or replacement of an architectural committee member, a notice thereof shall be filed in the Official Records of San Diego County, California. Any architectural committee member may resign at any time by recording a Notice of Resignation with the Office of the San Diego County Recorder and mailing a copy to the Board of Directors.

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

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

Section 4. Assessments. In addition to any other power which this corporation has to assess its members, this corporation shall have the right to assess those members who are owners of residences in areas where architectural control and/or Declaration of Restriction enforcement activities are authorized. This corporation shall have the right to enforce any such assessments by foreclosing assessment liens or otherwise. Such assessments may include amounts to establish a reserve for payment of such activities. The corporation shall keep separate accounts for all assessments and expenditures authorized by this Article X for each area covered by a separate Declaration of Restrictions which has been amended to authorize such activities and assessments by this corporation. Each such area shall be separately assessed for the architectural and enforcement activities (and reserve therefor) for such area and the assessments shall be levied equally amongst all residences within each such area. Such assessments may be levied monthly, quarterly or otherwise and may include such interest, costs and attorneys' fees authorized by the particular applicable Declaration of Restrictions.

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



Recording Requested By  
and  
When Recorded Return To:

1931

83-153796

RECORDED IN  
OFFICIAL RECORDS  
OF SAN DIEGO COUNTY, CALIF.

1983 MAY 10 PM 3:50

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

VERA L. LYLE  
COUNTY RECORDER

RF 22 A1  
MG 1

AMENDMENT TO DECLARATION OF RESTRICTIONS

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

R E C I T A L S

- A. A Declaration of Restrictions (the "Declaration") was filed for record on July 19, 1965 at File/Page No. 128506, 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 293 to 332, inclusive of Bernardo Greens Unit No. 12 in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 5600, 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 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.

1933

Subscribing Witness

[illegible]

On April 14, 1983, 19    , before me, the undersigned,  
a Notary Public in and for said County and State, personally appeared  
George A Garbett, Jr., known to me (or proved to me  
on the basis of satisfactory evidence) to be the person whose name is  
subscribed to the within instrument as a witness thereto, who being by  
me duly sworn, deposed and said: that he resides at 17792 Via Alta Mirasol  
San Diego, California; that he was present and saw:

- |     |  |         |
|-----|--|---------|
| 1.  | A. L. Bowser                           | Lot 320 |
| 2.  | George F. & Mary E. Doherty            | Lot 314 |
| 3.  | Donald D. Dunning, Trustee             | Lot 321 |
| 4.  | Louis & Ada Coleman                    | Lot 296 |
| 5.  | Vicki & John V. Anderson               | Lot 322 |
| 6.  | Arthur G. & Ellen Mitchell             | Lot 300 |
| 7.  | Elizabeth S. Thompson                  | Lot 297 |
| 8.  | James W. and Lucille B. Spry           | Lot 298 |
| 9.  | Michael L. Matte and Gertrude L. Matte | Lot 307 |
| 10. |  |         |

personally known to him to be the person described in and whose name is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

George A. Garbett, Jr.

WITNESS my hand and official seal.

Notary Seal

Gloria Dorr  
Gloria Dorr



Notary Public in and for said County and State

1934

Subscribing Witness

STATE OF CALIFORNIA )

ss.

COUNTY OF San Diego )

On, April 14, 1983, 1983, before me, the undersigned,  
a Notary Public in and for said County and State, personally appeared  
George A. Garbett, Jr., known to me (or proved to me  
on the basis of satisfactory evidence) to be the person whose name is  
subscribed to the within instrument as a witness thereto, who being by  
me duly sworn, deposed and said: that he resides at 17792 Via Alta Mirasol  
San Diego, California; that he was present and saw:

1. S. Frederick and Elaine A. Price Lot 315
2. Kathryn S. Wussaw Lot 331
3. Cecil A. Bays, Trustee Lot 332
4. George A. & Elizabeth H. Lorenz Lot 326
5. Charles H. & Ethel S. Beard Lot 317
6. Duane F. & Helen E. Dettloff Lot 316
7. Irving & Sarita C. Tepper Lot 295
8. Helen P. Hector Lot 294
9. Jackson C. & Virgie F. Pierce Lot 293
10. Henry Schmald, Trustee Lot 329

personally known to him to be the person described in and whose name  
is subscribed to the within and annexed instrument, execute the same;  
and that affiant subscribed his name thereto as a witness to said exe-  
cution.

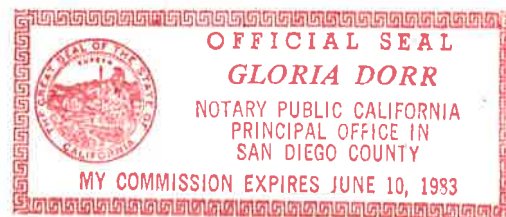
George A. Garbett, Jr.

WITNESS my hand and official seal.

Notary Seal

Gloria Dorr  
Gloria Dorr

Notary Public in and for said County and State





1935

Bernardo Greens Unit No. 12

## NAME OF SUBDIVISION

IN WITNESS WHEREOF, this amendment to the Declaration of Restrictions has been executed as of the dates shown below in San Diego, California.

✓ 315 Frederick Price 12/16/82 George A. Sandoz  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

✓ 315 Frederick Price 12/16/82 George A. Sandoz  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

\* \* \* \* \*

✓ 331 Kathryn S. Wussner 12-28-82 George A. Sandoz  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

\* \* \* \* \*

✓ 332 Carol A. Bays Trustee 12-28-82 George A. Sandoz  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

332  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

\* \* \* \* \*

✓ 326 George A. Lorenz 3/5/83 George A. Sandoz  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

✓ 326 Elizabeth H. Lorenz 3/5/83 George A. Sandoz  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

\* \* \* \* \*

LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

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LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

1936

Bernardo Greens Unit No. 12

## NAME OF SUBDIVISION

IN WITNESS WHEREOF, this amendment to the Declaration of Restrictions has been executed as of the dates shown below in San Diego, California.

✓ 20120307	<u>Charles E. Baus</u>	<u>11/27/82</u>	<u>George A. S. Baus</u>
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
✓ 20120317	<u>Evel S. Baus</u>	<u>11/27/82</u>	<u>George A. S. Baus</u>
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
* * * * *			
✓ 20120316	<u>Joan F. Dittloff</u>	<u>11/30/82</u>	<u>George A. S. Baus</u>
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
✓ 20120314	<u>Helen E. Dittloff</u>	<u>11/20/82</u>	<u>George A. S. Baus</u>
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
* * * * *			
✓ 20120295	<u>Sammy Tepper</u>	<u>12/1/82</u>	<u>George A. S. Baus</u>
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
✓ 20120295	<u>Santa C. Tepper</u>	<u>12-1-82</u>	<u>George A. S. Baus</u>
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
* * * * *			
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
✓ 2944	<u>Helen P. Hector</u> <span style="color: red;">S. L. 2</span>	<u>12/8/82</u>	<u>George A. S. Baus</u>
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
* * * * *			
✓ 20120293	<u>Jackson C. Pierce</u>	<u>12/8/82</u>	<u>George A. S. Baus</u>
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
✓ 20120293	<u>Virgie F. Pierce</u>	<u>12/8/82</u>	<u>George A. S. Baus</u>
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
* * * * *			
✓ 20120329	<u>Harold Schmalz</u>	<u>12/14/82</u>	<u>George A. S. Baus</u>
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS



1937

Bernardo Greens Unit No 12

## NAME OF SUBDIVISION

IN WITNESS WHEREOF, this amendment to the Declaration of Restrictions has been executed as of the dates shown below in San Diego, California.

✓ 20120320	<i>C. H. Lawrence</i>	11/11/82	<i>George A. Santop</i>
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
20120320			
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
✓ 20120314	<i>George J. Doherty</i>	11/11/82	<i>George A. Santop</i>
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
✓ 20120314	<i>Mary E. Doherty</i>	11/11/82	<i>George A. Santop</i>
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
✓ 20120321	<i>Thomas L. Luman</i>	11-22-82	<i>George A. Santop</i>
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
<del>20120319</del>	<del><i>George A. Santop</i></del>	<del>11-21-82</del>	<del><i>George A. Santop</i></del>
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
<del>20120319</del>	<del><i>Marlene Luman</i></del>	<del>11-22-82</del>	<del><i>George A. Santop</i></del>
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
✓ 20120296	<i>Paula Coleman</i>	11/23/82	<i>George A. Santop</i>
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
✓ 20120296	<i>Paula Coleman</i>	10/20/82	<i>George A. Santop</i>
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
✓ 20120322	<i>Vicki Anderson</i>	11/23/82	<i>George A. Santop</i>
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS
✓ 20120322	<i>John V. Anderson</i>	11-23-82	<i>George A. Santop</i>
LOT #	SIGNATURE OF OWNER	DATE	SIGNATURE OF WITNESS

1938

Bernardo Greens Unit # 12

NAME OF SUBDIVISION

IN WITNESS WHEREOF, this amendment to the Declaration of Restrictions has been executed as of the dates shown below in San Diego, California.

✓ 20120300  
LOT #

11/8/83 Arthur S. Mitchel  
SIGNATURE OF OWNER

Nov 17 - 83 George A. Sandoz  
DATE SIGNATURE OF WITNESS

✓ 300  
LOT #

Ellen Mitchel  
SIGNATURE OF OWNER

1-8-83 George A. Sandoz  
DATE SIGNATURE OF WITNESS

\* \* \* \* \*

✓ 20120297  
LOT #

Elizabeth S. Thompson  
SIGNATURE OF OWNER

Jan 6, 1983 George A. Sandoz  
DATE SIGNATURE OF WITNESS

LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

\* \* \* \* \*

✓ 20120298  
LOT #

James W. Spry  
SIGNATURE OF OWNER

Jan. 8, 1983  
DATE

George A. Sandoz  
SIGNATURE OF WITNESS

✓ 20120298  
LOT #

Lucille B. Spry  
SIGNATURE OF OWNER

Jan 8 - 1983  
DATE

George A. Sandoz  
SIGNATURE OF WITNESS

\* \* \* \* \*

307  
LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

\* \* \* \* \*

LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

\* \* \* \* \*

LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

Bernardo Greens Unit # 12

NAME OF SUBDIVISION

IN WITNESS WHEREOF, this amendment to the Declaration of Restrictions has been executed as of the dates shown below in San Diego, California.

307  
LOT #

Michael L. Matte m.d.  
SIGNATURE OF OWNER

4/8/83  
DATE

*[Signature]*  
SIGNATURE OF WITNESS

307  
LOT #

Gertrude L. Matte  
SIGNATURE OF OWNER

4/8/83  
DATE

*[Signature]*  
SIGNATURE OF WITNESS

\* \* \* \* \*

LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

\* \* \* \* \*

LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

\* \* \* \* \*

LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

\* \* \* \* \*

LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

\* \* \* \* \*

LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

1940

Subscribing Witness

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

On, April 25, 1983, before me, the undersigned,  
a Notary Public in and for said County and State, personally appeared  
George A. Lorenz, ~~known to me~~ (or proved to me  
on the basis of satisfactory evidence) to be the person whose name is  
subscribed to the within instrument as a witness thereto, who being by  
me duly sworn, deposed and said: that he resides at 17878 Via Alta Mirasol  
San Diego, California; that he was present and saw:

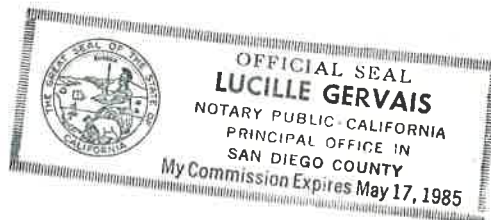
1. Marja T. Swindell Lot 325
2. Earl & Catherine Netzow Lot 328
3. George A. & Doris C. Garbett, Jr. Lot 319
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

personally known to him to be the person described in and whose name  
is subscribed to the within and annexed instrument, execute the same;  
and that affiant subscribed his name thereto as a witness to said exe-  
cution.

WITNESS my hand and official seal.

George A. Lorenz  
Notary Seal

Lucille Gervais  
Notary Public in and for said County and State





1941

Bernardo Greens Unit No. 12

NAME OF SUBDIVISION

IN WITNESS WHEREOF, this amendment to the Declaration of Restrictions has been executed as of the dates shown below in San Diego, California.

~~326~~ ~~AND~~ ~~George A. Lorenz~~ ~~Dec 8, 1982~~ ~~George A. Lorenz~~  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

~~326~~ ~~AND~~ ~~Elizabeth H. Lorenz~~ ~~Dec 8, 1982~~ ~~George A. Lorenz~~  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

\* \* \* \* \*

✓ 325 ~~AND~~ ~~Margaret Swin dall~~ ~~Dec. 8, 1982~~ ~~George A. Lorenz~~  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

✓ 328 ~~AND~~ ~~Ed Miller~~ ~~Dec 13-82~~ ~~George A. Lorenz~~  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

\* \* \* \* \*

✓ 328 ~~AND~~ ~~Katherine Tetzow~~ ~~Dec 13-82~~ ~~George A. Lorenz~~  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

~~319~~  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

\* \* \* \* \*

✓ 319 ~~AND~~ ~~Georgia Harbitt~~ ~~3/5/83~~ ~~George A. Lorenz~~  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

✓ 319 ~~AND~~ ~~Doris C Harbitt~~ ~~3/5/83~~ ~~George A. Lorenz~~  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

\* \* \* \* \*

LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

\* \* \* \* \*

LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

1942

Subscribing Witness

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

On, April 14, 1983, before me, the undersigned,  
a Notary Public in and for said County and State, personally appeared  
Michael L. Mattee, M.D., ~~known to me~~ (or proved to me  
on the basis of satisfactory evidence) to be the person whose name is  
subscribed to the within instrument as a witness thereto, who being by  
me duly sworn, deposed and said: that he resides at 17796 Via Gracia  
San Diego, California; that he was present and saw:

1. Gertrude Matte Lot 307 *out of map*
2. Harry M. Leitch Lot 305
3. J. H. & Harriet L. Schaffert Lot 304
4. Stephen P. & Nell H. Cottraux Lot 303
5. Perry M. & Marcia H. Boothe Lot 302
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

personally known to him to be the person described in and whose name  
is subscribed to the within and annexed instrument, execute the same;  
and that affiant subscribed his name thereto as a witness to said exe-  
cution.

WITNESS my hand and official seal.

Michael L. Mattee M.D.

Notary Seal

Lucille Gervais

Notary Public in and for said County and State



1943

## Bernardo Greens Unit No. 12

## NAME OF SUBDIVISION

IN WITNESS WHEREOF, this amendment to the Declaration of Restrictions has been executed as of the dates shown below in San Diego, California.

✓ 307 Michael L. Mattheus 11/29/82 Bertrude L. Mattheus <sup>man</sup>  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

✓ 307 Bertrude L. Mattheus 11/29/82 Michael L. Mattheus  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

\* \* \* \* \*

LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

\* \* \* \* \*

✓ ⑤ 305 Harry M. Leitch 12/22/82 Michael L. Mattheus  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

✓ ② 305 Harry M. Leitch 12/22/82 Michael L. Mattheus  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

\* \* \* \* \*

✓ ⑥ 304 J. H. Schaffert 11/29/82 Michael L. Mattheus  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

✓ ③ 304 Wm. Harriet L. Schaffert 11-29-82 Michael L. Mattheus  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

\* \* \* \* \*

✓ ④ 303 Stephen P. Coltrane 11/29/82 Michael L. Mattheus  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

✓ ④ 303 Dee L. Coltrane 11/29/82 Michael L. Mattheus  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

\* \* \* \* \*

✓ ⑧ 302 Perry M. Boothe 22 DEC 1982 Michael L. Mattheus  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS

✓ ⑬ 302 Maria H. Boothe 22 Dec. 1982 Michael L. Mattheus  
 LOT # SIGNATURE OF OWNER DATE SIGNATURE OF WITNESS



1944

Subscribing Witness

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

On December 27, 1982, before me, the undersigned, a Notary Public in and for said County and State, personally appeared E. S. Chase, Jr., known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said: that he resides at 17760 Via Gracia San Diego, Ca. 92128; that he was present and saw:

1. Ethel B. Runkle Lot 309
2. Karl E. Runkle Lot 309
3. E. S. Chase, Jr. President Chase Investment, Co. Lot 310
4. Marvin M. Roberts Lot 311
5. Elsa M. Roberts Lot 311
6. Donna Paxton Lot 312
7. Leone J. Eisman Lot 308
8. R. K. Pritchard Lot 313
9. Jacquiline Pritchard Lot 313
10. \_\_\_\_\_

personally known to him to be the person described in and whose name is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.

Notary Seal

W. E. Harding



Notary Public in and for said County and State

1945

Bernardo Greens Unit No. 12

NAME OF SUBDIVISION

IN WITNESS WHEREOF, this amendment to the Declaration of Restrictions has been executed as of the dates shown below in San Diego, California.

✓ 20120309  
LOT #

*Ethel B Runkle*  
*Karl E. Runkle*  
SIGNATURE OF OWNER

10-24-82  
DATE

*Ethel B Runkle*  
SIGNATURE OF WITNESS

✓ 20120310  
LOT #

*Chase Investment Co*  
*Chase J. Pres*  
SIGNATURE OF OWNER

11/21/82  
DATE

*Chase J.*  
SIGNATURE OF WITNESS

✓ 20120311  
LOT #

*Mary M. Runkle*  
SIGNATURE OF OWNER

11/24/82  
DATE

*Chase J.*  
SIGNATURE OF WITNESS

✓ 20120312  
LOT #

*Tonna Runkle* *Sold*  
SIGNATURE OF OWNER

11/29/82  
DATE

*Chase J.*  
SIGNATURE OF WITNESS

✓ 20120308  
LOT #

*Louise J. Esman* *Sold*  
SIGNATURE OF OWNER

Nov 21, 1982  
DATE

*Chase J.*  
SIGNATURE OF WITNESS

✓ 20120313  
LOT #

*O. K. Butcher*  
SIGNATURE OF OWNER

11/29/82  
DATE

*Chase J.*  
SIGNATURE OF WITNESS

✓ 20120313  
LOT #

*Jacqueline Ditchard*  
SIGNATURE OF OWNER

12/24/82  
DATE

*Chase J.*  
SIGNATURE OF WITNESS

✓ 20120313  
LOT #

*Chas M. Runkle*  
SIGNATURE OF OWNER

12-24-82  
DATE

*Chase J.*  
SIGNATURE OF WITNESS

LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

LOT #

SIGNATURE OF OWNER

DATE

SIGNATURE OF WITNESS

## Acknowledgment – Individual



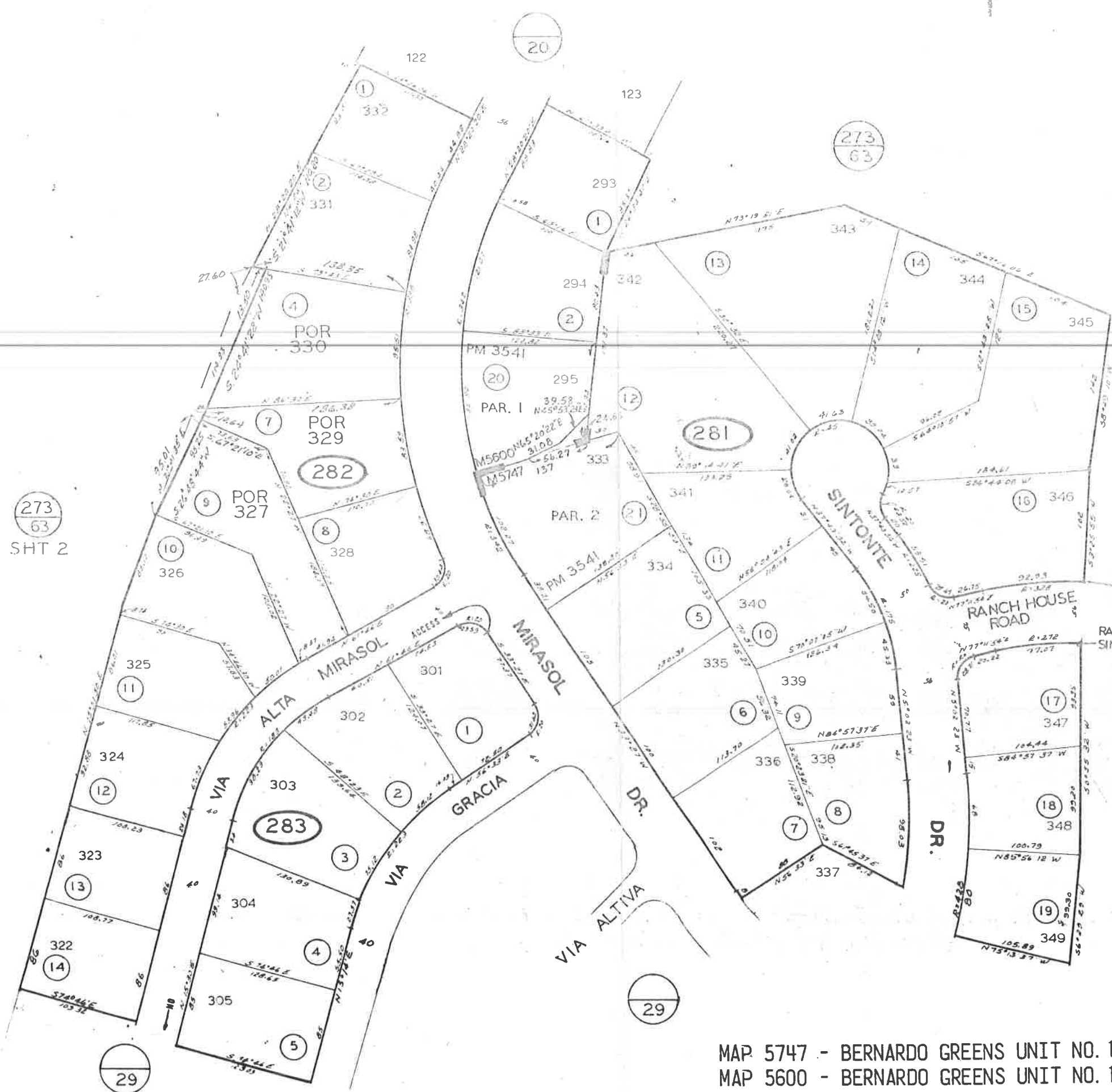


1" = 100'

09-28-2015

[illegible]

NOTE:  
RANCH HOUSE ROAD FORMERLY  
SINTONTE WAY



MAP 5747 - BERNARDO GREENS UNIT NO. 16 - LOTS 333-336, 338-349  
MAP 5600 - BERNARDO GREENS UNIT NO. 12 - LOTS 293-295, 301-305  
& 322-332