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DEC 08, 1997 1:25 PM

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

Recording Requested By:

R. B. Swim & Tennis Club **734**
(Gatewood Hills Unit No. 5)

When Recorded, Return To:

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

For Recorder's Use

AMENDMENT TO DECLARATION OF RESTRICTIONS

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

R E C I T A L S

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

LEGAL DESCRIPTION

Lots 2012 through 2063, inclusive, of Gatewood Hills Unit No. 5, City of San Diego, County of San Diego, State of California, according to the Map thereof No. 6677, filed in the Office of the County Recorder of San Diego County, July 7, 1970;

hereinafter referred to as "Property."

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

1. The Declaration of Restrictions recorded August 14, 1970 at File/Page No. 145705,
2. The Amendment to Declaration of Restrictions, recorded May 10, 1983 as File/Page No. 83-153812,

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 11, Lot and Improvements 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.

2. 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.

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this Amendment to Declaration of Restrictions this 3rd day of December, 19 97.

RANCHO BERNARDO SWIM AND TENNIS CLUB,
a California nonprofit corporation

By: Stuart G. Hunt
President

By: Robert C. Boyle
Secretary

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

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

[] personally known to me

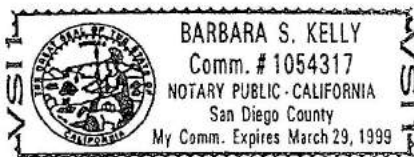
- OR -

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

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

WITNESS my hand and official seal.

Barbara S. Kelly
Notary Public



Recording Requested By
and
When Recorded Return To:

2229

83-103812

OFFICIAL RECORDS
OF SAN DIEGO COUNTY

GATEWOOD
No. 5

83 MAY 10 PM 3:50

VERIFIED
COUNTY CLERK

RF 24 A1
MG 1

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

AMENDMENT TO DECLARATION OF RESTRICTIONS

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

R E C I T A L S

- A. A Declaration of Restrictions (the "Declaration") was filed for record on August 14, 1970, at File/Page No. 145705, 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 2012 to 2063, inclusive of Gatewood Hills Unit No. 5 in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 6677, 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.

duplicate

12/7
DAW

TO 234.1 VC

Recorded August 14, 1970
Document No. 145705

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DECLARATION OF RESTRICTIONS

This Declaration of Building Restrictions and Architectural Control, made this 16th day of March, 1970, by AVCO COMMUNITY DEVELOPERS, INC., a corporation,

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

Lots 2012 through 2063, inclusive, of Gatewood Hills Unit No. 5, City of San Diego, County of San Diego, State of California, according to Map No. 6677 filed in the Office of the County Recorder of San Diego County, July 7, 1970.

WHEREAS, Owner is about to sell and convey some or all of the lots located within said Gatewood Hills Unit No. 5; and before selling or conveying any of said lots, desires to subject all of said lots in said Gatewood Hills Unit No. 5 to certain conditions and restrictions for the protection and benefit of Owner and any and all future owners of said lots or any of them.

WITNESSETH

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

- ① 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 2. ARCHITECTURAL COMMITTEE. There shall be an Architectural Committee consisting of three (3) persons to be appointed by Owner. Each of said persons so appointed shall be subject to removal at the direction of Owner at any time and from time to time, and all vacancies on said Committee shall be filled by appointment of Owner. In the event of failure of Owner to appoint such Committee or to fill any vacancies therein, then in such event the owners of a majority in number of the lots in said real property shall have the right by written document to appoint the members of said Committee to fill any vacancies therein. After four years have expired from the date hereof, or after 90% of the lots in Gatewood have been sold, whichever event shall first occur, the owners of a majority in number of lots in said Real Property shall have the right by written document, to appoint the members of said Architectural Committee, to remove any member of said Architectural Committee at any time and from time to time and to fill any vacancies therein.
- ③ 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 4. HEIGHT LIMIT OF DWELLINGS. That no dwelling without the written approval of the Architectural Committee shall be more than two stories in height.

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5. MINIMUM FLOOR AREA OF DWELLINGS. That the floor square foot area, exclusive of porches, patios, exterior stairways and garages, of any building shall not be less than 1,400 square feet on the ground floor of a one-story building.
6. BALCONIES AND DECKS. No balcony or deck shall be higher above the ground than the second floor level except on written approval of the Architectural Committee.
7. PLANS AND SPECIFICATIONS, ETC. That no building or other structure or improvement shall be commenced upon any of said lots until the location and the complete plans and specifications including the color scheme of each building, fence and/or wall to be erected upon the lot have been approved in writing by the Architectural Committee, and no building shall be located on any lot nearer than the set-back line as shown on the recorded plat. Provided, however, that in the event the Committee fails to approve or disapprove such location, plans and specifications within sixty (60) days after the submission thereof to it, then such approval will not be required, provided any building so to be erected conforms to all other conditions and restrictions herein contained and is in harmony with similar structures, erected within Gatewood Hills Unit No. 5.
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 dwellings and lot, exclusive of any cost of grading, walks, driveways and construction features exterior to said building. Size, type and location of materials to be used shall be submitted to the Architectural Committee, prior to any construction.
11. LOT MAINTENANCE. Each individual lot owner will keep, maintain, water, plant and replant all slope banks located on such owner's lot so as to prevent erosion and to present an attractive appearance. The Architectural Committee shall be the sole judge in determining compliance with the provisions of this paragraph and each individual lot owner will promptly perform or conform to all directives of this paragraph.
12. TREES. All trees shall be trimmed by the owner of the lot upon which the same are located so that the same shall not exceed the height of the house on the premises; provided, however, that where trees do not obstruct the view from any other of said lots they shall not be required to be so trimmed; and before planting any trees the proposed location of such trees shall be approved in writing by the Architectural Committee. No trees shall be so located or allowed to reach a size or height that will interfere with the view of the surrounding properties.
13. EXTERIOR ALTERATIONS. That no alteration shall be made in the exterior design or color of any structure unless such alterations, including any addition, shall have first been approved in writing by the Architectural Committee. Materials to be used must harmonize, complement and be of similar materials used in the construction of existing dwellings. Where higher fences or hedges are allowed, review by the Architectural Committee, in relation to normal enjoyment of view by other lot owners shall be required.

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14. FENCES, HEDGES, RADIO POLES AND FLAG POLES. That no fence, rail or hedge over 36 inches in height shall be placed in front of the set-back line on a lot, as shown on the recorded map of said Gatewood Hills Unit No. 5, and no fence, wall (except a retaining wall), rail or hedge shall be over 72 inches in height elsewhere on the lot except with the prior written consent of the Architectural Committee.

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

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

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

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

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

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

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

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

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

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

24. EXTENSION OF CONDITIONS AND RESTRICTIONS. Each and all of the foregoing conditions and restrictions shall terminate January 2, 1998, unless the owners of a majority of

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said lots have executed and recorded at any time within six months prior to January 2, 1998, in the manner required for a conveyance of real property, a writing in which they agreed that conditions and restrictions shall continue for a further specified period and providing therein a similar provision for the further extension of said restrictions and conditions, and said majority may in said agreement provide that said conditions and restrictions or some of them, shall no longer apply to certain lots; provided, also, that the above and foregoing conditions and restrictions may be modified at the time and in the same manner hereinabove provided for the extension of said conditions and restrictions.

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

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

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

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

28. PROTECTION FOR MORTGAGEES AND TITLE INSURANCE COMPANIES. That the owners of any encumbrance made for value on any said lot or lots and any corporation insuring the

lien of such encumbrance may conclusively presume that no breach exists under these conditions and restrictions, provided such encumbrance is recorded in the Office of the County Recorder of San Diego County prior to the commencement of any action to establish any such breach and not within sixty (60) days after the recording of any Notice of Claim of Breach, anything contained herein to the contrary notwithstanding.

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

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

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

32. **LEGAL ACTION IN THE EVENT OF BREACH.** As to the Owner and the owner or owners of any of said lot or lots, including any bona fide purchaser under contract, the foregoing conditions and restrictions shall operate as covenants running with the land and a breach of any of them, or a continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by Owner or the owner or owners of any lot or lots in Gatewood Hills Unit No. 5, their successors or assigns or by Architectural Committee.

33. **AMENDMENTS.** These restrictions may be amended at any time and from time to time by an instrument in writing signed by the Owner of seventy-five (75%) per cent or more of said lots which said written instrument shall become effective upon the recording of the same in the Recorder's Office of the County of San Diego, California.

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

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

36. **CONSTRUCTION CLEAN-UP AND CONFORMITY OF CONSTRUCTION WITH PLANS.** When Plans and Specifications for the construction of improvements are submitted to the Architectural Committee pursuant to these restrictions, said submission shall at the request of the Architectural Committee, be accompanied by a deposit of \$200.00 to guarantee that the construction site during the course of construction will be maintained reasonably free of debris at the end of each working day and that the construction will be completed and the lot drainage swales and structures correctly drain surplus water to the street or other approved outlets, all as shown on the Plans and Specifications submitted to the Architectural Committee for approval. In the event of a violation of this restriction, the Architectural Committee may give written notice thereof to the builder and the owner of the lot in question that if such violation is not cured or work commenced to cure the same within forty-eight (48) hours after the mailing of said notice, the Architectural Committee may correct or cause to be corrected said violation and use said deposit, or as much as may be necessary to cover the cost of such correction work. In the event that the cost of curing said violation shall exceed the amount of said deposit, said excess cost shall be paid by the owner of the lot

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in question to the Architectural Committee. Said deposit or any part thereof remaining in the hands of the Architectural Committee at the completion of the construction work shall be returned by the Architectural Committee to the person who made the deposit.

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

AVCO COMMUNITY DEVELOPERS, INC.,
a corporation

By

William H. Clausen

Assistant Vice President

John R. Spardute

Assistant Secretary

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

SS

On March 16, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared William H. Clausen known to me to be the Asst. Vice President, and John R. Spardute known to me to be Assistant 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

Patty Lou Dye

PATTY Lou Dye



12425 Rancho Bernardo Road, San Diego, Calif. 92128

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN, THE
LAND EMBRACED WITHIN THE SUBDIVISION TO BE KNOWN AS
GATEWOOD HILLS UNIT NO. 5

AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP
CONSISTING OF 6 SHEETS AND DESCRIBED IN THE CAPTION THEREOF.
WE HEREBY DEDICATE TO PUBLIC USE PAPER COURT, UTOPIA
ROAD, UTOPIA LANE, MONTERO ROAD, GIBALTAR DRIVE, GRANITE PLACE AND
A PORTION OF POWERADO ROAD ALL AS SHOWN ON THIS MAP WITHIN THIS
SUBDIVISION.

WE HEREBY GRANT TO THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION,
ANY AND ALL ADJUTERS' RIGHTS OF ACCESS IN AND TO POWERADO ROAD,
ADJACENT AND CONTIGUOUS TO LOTS 2025, 2026, 2035, 2036, 2037, AND
2038 THROUGH 2043, ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION,
TOGETHER WITH THE EASEMENTS WITH THE RIGHT OF INGRESS AND EGRESS FOR
THE CONSTRUCTION AND MAINTENANCE OF SEWER AND DRAINAGE FACILITIES
ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION; RESERVING, HOWEVER,
TO THE OWNER OF THE FEE UNDERLYING ANY EASEMENTS HEREIN GRANTED THE
CONTINUED USE OF THE SURFACE OF SAID REAL PROPERTY; AND SUBJECT
TO THE FOLLOWING CONDITIONS: THE ERECTING OF BUILDINGS, MASONRY
WALLS, MASONRY FENCES AND OTHER STRUCTURES; OR THE PLANTING OR
GROWING OF TREES OR SHRUBS; OR CHANGING THE SURFACE GRADE; OR THE
INSTALLATION OF PRIVATELY OWNED PIPELINES SHALL BE PROHIBITED
UNLESS WRITTEN PERMISSION IS FIRST OBTAINED FROM THE CITY OF SAN DIEGO.

AVCO COMMUNITY DEVELOPERS, INC., A CALIFORNIA CORPORATION, WHO ACQUIRED
TITLE AS RANCHO BERNARDO, INC., A CALIFORNIA CORPORATION,
BY Richard J. Peters

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

ON THIS 10th DAY OF January, 1970, BEFORE ME, THE
UNDERIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,
PERSONALLY APPEARED Richard J. Peters KNOWN TO ME TO BE Owner
and Richard C. Peters KNOWN TO ME TO BE
AVCO COMMUNITY DEVELOPERS
THE AVCO COMMUNITY DEVELOPERS, A CALIFORNIA CORPORATION, WHO ACQUIRED TITLE AS RANCHO BERNARDO,
INC., A CALIFORNIA CORPORATION, THE CORPORATION THAT EXECUTED THE WITH-
IN INSTRUMENT AND KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE SAME
ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPOR-
ATION EXECUTED THE SAME, PURSUANT TO ITS BYLAWS OR A RESOLUTION OF
ITS BOARD OF DIRECTORS.

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

John L. Rine
NOTARY PUBLIC IN AND FOR SAID COUNTY
AND STATE

MY COMMISSION EXPIRES Feb. 3, 1975

GATEWOOD HILL

BEING A SUBDIVISION OF A PORTION OF RANCHO SAN BERNARDO, IN THE CI
ACCORDING TO MAP THEREOF RECORDED IN BOOK 2, PAGE 462 OF PATENTS.

ORDER NO. 962548

TITLE INSURANCE AND TRUST COMPANY, A CORPORATION HEREBY
CERTIFIES THAT ACCORDING TO THE OFFICIAL RECORDS OF THE
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ON THE 24th DAY
OF JUNE, 1970, AT 8:00 A.M., AVCO COMMUNITY DEVE-
LOPERS, INC., A CALIFORNIA CORPORATION, WHO ACQUIRED TITLE
AS RANCHO BERNARDO, INC., A CALIFORNIA CORPORATION, AS OWNER,
WAS THE OWNER AND THE ONLY PARTY INTERESTED IN AND WHOSE CON-
SENT WAS NECESSARY TO PASS A CLEAR TITLE TO THE LAND EMBRACED
WITHIN THE SUBDIVISION TO BE KNOWN AS GATEWOOD HILLS UNIT NO.
5 AS SHOWN ON THIS MAP CONSISTING OF 6 SHEETS, AND PARTICULAR-
LY DESCRIBED IN THE CAPTION THEREOF, OTHER THAN THE CITY OF
SAN DIEGO, HOLDER OF EASEMENT RECORDED AUGUST 3, 1920, AS
DOCUMENT NO. 20966, BOOK 751, PAGE 115 OF DEEDS, AND THE CITY
OF SAN DIEGO, A MUNICIPAL CORPORATION, HOLDER OF EASEMENT RE-
CORDED FEBRUARY 20, 1968 AS FILE/PAGE NO. 28460, SERIES 9,
BOOK 1968, WHICH SAID EASEMENTS CANNOT RIPEN INTO A FEE.

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

TITLE INSURANCE AND TRUST COMPANY

BY John H. Henschel
ASSISTANT VICE PRESIDENT

BY John H. Henschel
ASSISTANT SECRETARY

S UNIT NO. 5

CITY OF SAN DIEGO COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

SHEET 1 OF 6 SHEETS

I, A.S. GRAY, COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA, HEREBY APPROVE THE NAME GATEWOOD HILLS UNIT NO. 5 FOR THE SUBDIVISION SHOWN ON THE ANNEXED MAP CONSISTING OF 1 SHEETS AND DESCRIBED IN THE CAPTION THEREOF. DATED: OCTOBER 7, 1969.

A.S. GRAY
COUNTY RECORDER

BY: J.P. [Signature]

DEPUTY

WE, G.J. FEELY, CITY TREASURER, AND JOHN P. FOWLER, STREET SUPERINTENDENT, BOTH OF THE CITY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT THERE ARE NO UNPAID BONDS ISSUED UNDER THE STREET IMPROVEMENT ACTS OF THE STATE OF CALIFORNIA AGAINST THE TRACT, OR SUBDIVISION, OR ANY PART THEREOF, AS SHOWN ON THE ANNEXED MAP CONSISTING OF 5 SHEETS AND DESCRIBED IN THE CAPTION THEREOF.

G.J. FEELY
CITY TREASURER

BY: C.L. [Signature]

DEPUTY

DATED: 6-26-70
1-22-1970

JOHN P. FOWLER
STREET SUPERINTENDENT

BY: [Signature]

DEPUTY

DATED: 1-22-1970

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

PORTER D. CREMANS
CLERK OF THE BOARD OF SUPERVISORS

BY: [Signature]

DEPUTY

DATED: 7-7, 1970

I, JOHN LOCKWOOD, CITY CLERK OF THE CITY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT BY RESOLUTION NO. 12312 THE COUNCIL OF SAID CITY HAS APPROVED THIS MAP OF GATEWOOD HILLS UNIT NO. 5

CONSISTING OF 6 SHEETS AND DESCRIBED IN THE CAPTION THEREOF, AND HAS ACCEPTED IN BEHALF OF THE PUBLIC PARVA COURT, UTOPIA ROAD, UTOPIA WAY, MONTERO ROAD, GIBRALTAR DRIVE, GRANDEE PLACE AND A PORTION OF POMERADO ROAD ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION, AND HAS ACCEPTED ON BEHALF OF THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION ANY AND ALL ABUTTERS' RIGHTS OF ACCESS IN AND TO POMERADO ROAD, ADJACENT AND CONTIGUOUS TO LOTS 2025, 2026, 2035, 2036, 2037, AND 2039 THROUGH 2043, ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION, AND HAS ACCEPTED ON BEHALF OF THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION, THE EASEMENTS FOR THE LAYING OF SEWER AND DRAINAGE FACILITIES, ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION; RESERVING, HOWEVER, TO THE OWNER OF THE FEE UNDERLYING ANY EASEMENTS HEREIN ACCEPTED THE CONTINUED USE OF THE SURFACE OF SAID REAL PROPERTY, AND SUBJECT TO THE FOLLOWING CONDITIONS: THE ERECTING OF BUILDINGS, MASONRY WALLS, MASONRY FENCES AND OTHER STRUCTURES; OR THE PLANTING OF TREES OR SHRUBS OR CHANGING THE SURFACE GRADE; OR THE INSTALLATION OF PRIVATELY OWNED PIPE LINES SHALL BE PROHIBITED UNLESS WRITTEN PERMISSION IS FIRST OBTAINED FROM THE CITY OF SAN DIEGO.

IN WITNESS WHEREOF, SAID COUNCIL HAS CAUSED THESE PRESENTS TO BE EXECUTED BY THE CITY CLERK AND ATTESTED BY ITS SEAL THIS 2nd DAY OF July, 1970

JOHN LOCKWOOD
CITY CLERK

BY: [Signature]

DEPUTY

APPROVED THIS 26 DAY OF June, 1970 AFTER EXAMINATION OF MAP AND CERTIFICATES THEREON.

JOHN W. MITT
CITY ATTORNEY

BY: [Signature]

DEPUTY

CITY PLANNING DIRECTOR

APPROVED AND RECOMMENDED THIS 24 DAY OF June, 1970 AFTER EXAMINATION OF THIS MAP BY THE PLANNING DIRECTOR.

JAMES L. GOTT

ATTEST:

[Signature]
PLANNING DIRECTOR

[Signature]
SECRETARY

I, E.F. GABRIELSON, CITY ENGINEER OF THE CITY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT I HAVE EXAMINED THE ANNEXED MAP OF THIS SUBDIVISION TO BE KNOWN AS GATEWOOD HILLS UNIT NO. 5

CONSISTING OF 6 SHEETS AND DESCRIBED IN THE CAPTION THEREOF, AND HAVE FOUND THAT THE DESIGN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL THE PROVISIONS OF THE "SUBDIVISION MAP ACT OF 1943" OF THE STATE OF CALIFORNIA, AS AMENDED, AND OF ANY LOCAL ORDINANCE OF SAID CITY APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT. I HEREBY APPROVE AND RECOMMEND SAID MAP. DATED: 6-24, 1970

E.F. GABRIELSON
CITY ENGINEER

BY: [Signature]

DEPUTY

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

DELANAY J. DICKSON
COUNTY TREASURER

BY: [Signature]

DEPUTY

DATED: 6-24-68
1-22-1970

H. TAYLOR
COUNTY ENGINEER

BY: [Signature]

DEPUTY

DATED: 6-24-70
5-21-1970

WARDEN A. BARLEY
COUNTY DIRECTOR OF SPECIAL DISTRICT SERVICES

BY: [Signature]

DEPUTY

DATED: 6-24-70
5-21-1970

I, CHARLES W. CHRISTENSEN, A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA, HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION WAS MADE BY ME, OR UNDER MY DIRECTION, BETWEEN JUNE 3, 1969, AND JUNE 23, 1969, AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, WITHIN THIRTY DAYS AFTER THE INSTALLATION OF THE REQUIRED IMPROVEMENTS AND THEIR ACCEPTANCE BY THE CITY ENGINEER, I WILL SET MONUMENTS AS FOLLOWS WHICH SHALL OCCUPY THE POSITIONS SHOWN ON THIS MAP AND BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED: ALONG THE SUBDIVISION BOUNDARY AT CORNERS, ANGLE POINTS, AND POINTS OF CURVE - TWO (2) INCH DIAMETER PIPES; AT INTERIOR LOT CORNERS - THREE-QUARTER (3/4) INCH DIAMETER PIPES; AT LOT CORNERS AND ALL POINTS OF CURVE ALONG DEDICATED STREETS - DISCS SET RADIAL OR AT RIGHT ANGLES TO THE STREET PROPERTY LINE IN THE CURBS AT AN OFFSET OF 9.75 FEET, EXCEPT THAT WHERE SIDE LOT LINES ARE NOT RADIAL OR AT RIGHT ANGLE TO THE STREET PROPERTY LINE, SUCH OFFSET POINTS WILL NOT BE SET BUT INSTEAD THREE-QUARTER (3/4) INCH DIAMETER PIPES WILL BE SET AT THE TRUE CORNERS.

BY: [Signature] - DATED: OCTOBER 8, 1969.
CHARLES W. CHRISTENSEN, REC 8195

FILE NO. 115834

I, A.S. GRAY, COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT I HAVE ACCEPTED FOR RECORDED THIS MAP FILED AT THE REQUEST OF CHARLES W. CHRISTENSEN THIS 7 DAY OF JULY, 1970 AT 10 O'CLOCK P.M.

FILE \$ 15.00

A.S. GRAY
COUNTY RECORDER

BY: [Signature]

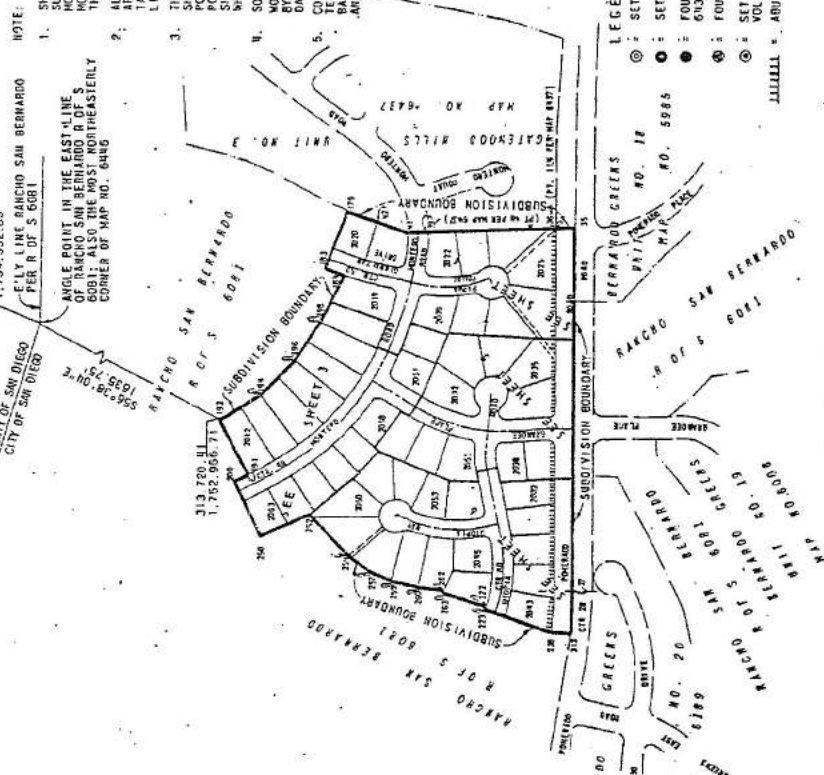
DEPUTY

P.P.
60

GATEWOOD HILLS UNIT NO. 5

PT	BEARING	LENGTH	REMARKS
35	17 N 7-12-29C	135.44	
36	28 S 62-44-31E	133.31	RAD
37	28 S 62-44-31E	133.31	RAD
38	31 S 76-58-14W	133.31	RAD
39	218 S 76-58-14E	51.00	
40	223 S 44-1-42E	186.88	
41	230 S 44-1-42E	371.00	RAD
42	222 S 44-1-42E	371.00	RAD
43	222 S 44-1-42E	371.00	RAD
44	222 S 44-1-42E	371.00	RAD
45	222 S 44-1-42E	371.00	RAD
46	222 S 44-1-42E	371.00	RAD
47	222 S 44-1-42E	371.00	RAD
48	222 S 44-1-42E	371.00	RAD
49	222 S 44-1-42E	371.00	RAD
50	222 S 44-1-42E	371.00	RAD
51	222 S 44-1-42E	371.00	RAD
52	222 S 44-1-42E	371.00	RAD
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97	222 S 44-1-42E	371.00	RAD
98	222 S 44-1-42E	371.00	RAD
99	222 S 44-1-42E	371.00	RAD
100	222 S 44-1-42E	371.00	RAD

S49°59'51"W FIP 132527
on June 22, 1971



KEY MAP

SCALE: 1"=200'

- NOTE:
- SHEET 2 OF THIS MAP IS A KEY SHEET WITH THE SHOW MONUMENTS FOUND OR SET SEE SHEETS 3, THROUGH 6, FOR THIS SHEET.
 - 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.
 - THE CENTERS OF CURVES POINT NUMBERS ARE LISTED ON EACH SHEET FOR THE RESPECTIVE CURVES. SINCE THE CENTER POINT NUMBERS USED FOR CURVE DATA TO SAVE POINTS ARE SHOWN IN THE LIST OF LINEAR & ANGULAR DIMENSIONS ONLY WHERE NEEDED.
 - SOILS REPORT BY: WOODWARD - CLYDE & ASSOCIATES
DATED: JANUARY 13, 1969
BY STANLEY F. GUTENSKI
 - COORDINATES SHOWN ON THIS SHEET ARE TO SECOND ORDER IN BASED LOCALLY ON FIRST OR SECOND ORDER STATIONS BLACK AND SAN DIEGO COUNTY STATION WHITE TANK PER R OF S 6081

- LEGEND
- ⊙ = SET 2" PIPE 24" IN LENGTH WITH DISC STAMPED RCE B195
 - ⊙ = SET NAIL WITH DISC STAMPED RCE B195
 - ⊙ = FOUND 2" PIPE WITH DISC STAMPED RCE B195 PER MAP NO. 6037
 - ⊙ = FOUND NAIL WITH DISC STAMPED RCE B195 PER MAP NO. 6037
 - ⊙ = SET CONCRETE CONTROL MONUMENT PER STANDARD DWS. 1-21 VOL. 68-1, DOC. NO. 729180.
 - ||||| = ABUTMENTS' RIGHTS OF ACCESS RELINQUISHED HEREOF.

THIS SUBDIVISION CONTAINS 17.174 ACRES GROSS
52 LOTS

BASIS OF BEARING
THE NORTHERLY SUBDIVISION BOUNDARY OF GATEWOOD HILLS UNIT NO. 3, MAP NO. 6037, FROM 114 TO POINT NR AS SHOWN ON MAP NO. 6037, I.E., S89°37'16"E 301.47'

CENTRAL BAR DRIVE BOUNDARY

PTI P12 OR DELTA OR

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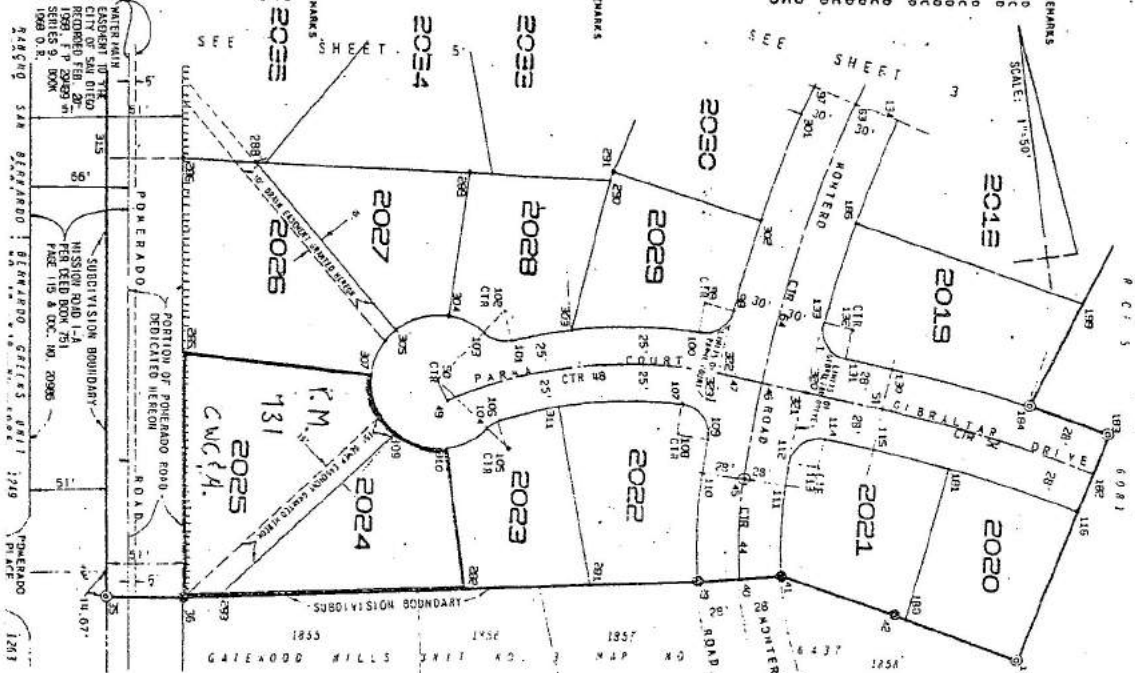
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