

Recording Requested By:

Rancho Bernardo Swim & Tennis Club -
Gatewood Hills Unit No. 2

336

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

Gatewood Hills Unit No. 2, 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 1328 through 1455 inclusive of Gatewood Hills Unit No. 2, in the City of San Diego, County of San Diego, State of California, according to the Map thereof No. 6123, filed in the office of the County Recorder of San Diego County, June 10, 1968;

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 June 10, 1968 at File/Page No. 96828 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. 83-153810 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 25, provides that it may be amended with the approval of a majority of the owners of lots subject to the Declaration. Paragraph 25 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 25 of the Declaration is deleted in its entirety and replaced with the following Paragraph 25:
 25. **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 32 of the Declaration is deleted in its entirety and replaced with the following Paragraph 32:
 32. **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)
)
COUNTY OF SAN DIEGO) ss.

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

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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.

Theresa L. Rice (SEAL)
NOTARY PUBLIC SIGNATURE



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

Recording Requested By
and
When Recorded Return To:

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33-153810

83-153810

OFFICIAL RECORDS
OF SAN DIEGO COUNTY

1983 MAY 10 PM 3:50

VELEZ
COUNTY

RF 52 A
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 July 10, 1968, at File/Page No. 96828, 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 1328 to 1455, inclusive of Gatewood Hills Unit No. 2, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 6123, 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.

DECLARATION OF RESTRICTIONS

This Declaration of Building Restrictions and Architectural Control, made this 6th day of March 1968 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, County of San Diego, State of California, described as follows:

Lots 1328 through 1455 inclusive of Gatewood Hills Unit No. 2, City of San Diego, County of San Diego, State of California, according to Map No. 6123 filed in the Office of the County Recorder of San Diego County, June 10, 1968.

WHEREAS, Owner is about to sell and convey some or all of the lots located within said Gatewood Hills Unit No. 2; and before selling or conveying any of said lots, desires to subject all of said lots in said Gatewood Hills Unit No. 2 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 all said real property, conditions and restrictions upon and subject to which each and all of the lots in said real property shall be hereafter held, used, occupied, leased, sold and/or conveyed. Each and all of which said conditions and restrictions shall inure to the benefit of, be binding upon and pass with said real property, and each and every lot and/or parcel thereof, and shall inure to the benefit of, apply to and bind the respective successors in title, or interest of Owner.

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

2. ARCHITECTURAL COMMITTEE. There shall be an Architectural Committee consisting of three (3) persons to be appointed by Owner. Each of said persons so appointed shall be subject to removal at the direction of Owner at any time and from time to time, and all vacancies on said Committee shall be filled by appointment of Owner. In the event of failure of Owner to

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

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

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

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. 1.

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

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approval of the Architectural Committee; and all buildings and fences which are of frame construction shall be painted or stained with at least two coats upon completion. Exception to this may be given by the Architectural Committee by written approval.

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

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

11. LOT MAINTENANCE. Each individual lot owner will keep, maintain, water, plant and replant all slope banks located on such 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 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. FENCING. Owner has or will at Owner's expense construct a fence of wood and

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masonry along or parallel to the Westerly boundary of Lots 1334 through 1336 and along or parallel to the Southerly boundary of Lots 1379 through 1385. The owners of said lots will maintain and keep in good condition and repair that part of said fence located on their lots respectively, and they will not remove or deface or in any way change or alter said fence or any part thereof, and if any of the owners of any of said lots fail or refuse to fully and faithfully comply with or conform to the provisions of this paragraph then Owner shall have the right to enter upon the lot or lots in question and perform such work as may be necessary to fulfill the provisions of this paragraph, and the reasonable cost of such work shall be charged to the owner of the lot upon which such work is performed.

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

15. 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 Gatewood Hills Unit No. 2, and no fence, wall (except a retaining wall) or rail or hedge shall be over 72 inches in height elsewhere on the lot except with the prior written consent of the Architectural Committee.

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

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

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

19. NO TENTS, SHACKS, ETC. That no tent, shack, trailer, basement, garage or 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

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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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. EXTENSION OF CONDITIONS AND RESTRICTIONS. Each and all of the foregoing

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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.

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

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contained, but free from the effects of any breach occurring prior thereto.

27. 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.

28. 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.

29. 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.

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

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

32. 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.

33. 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. 2, their successors or assigns or by Architectural Committee.

34. 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.

35. 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.

36. 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.

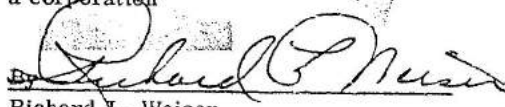
37. CONSTRUCTION CLEAN UP AND CONFORMITY OF CONSTRUCTION WITH PLANS. When Plans and Specifications for the construction of improvements are submitted to the Architectural Committee pursuant to these restrictions, said submission shall, at the request of the Architectural Committee, be accompanied by a deposit of \$200.00 to guarantee that the con-

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struction 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 thereof 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 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, 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


Richard L. Weiser
Executive Vice President

STATE OF CALIFORNIA)

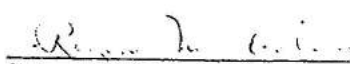
) ss.

COUNTY OF SAN DIEGO)

On July 27, 1971 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard L. Weiser, 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.




Notary Public in and for said County
and State

REGINA M. COLVIN, Notary Public, Cal.
exp. exp. July 27, 1971 - SAN DIEGO CO.
12425 Rancho Bernardo Rd., San Diego, Cal. 92128

APPOINTMENT OF ARCHITECTURAL COMMITTEE

WHEREAS, RANCHO BERNARDO HOMES, INC., a corporation, as Owner of Gatewood Hills, Unit No. 2, according to Map No. 6123, filed in the Office of the County Recorder of San Diego County on June 10, 1968 being real property situated in the City of San Diego, County of San Diego, State of California, did as such Owner, make and declare for said real property certain Declaration of Restrictions with the County Recorder of San Diego, and recorded June 10, 1968 as Document No. 96828.

WHEREAS, THEREFORE, the undersigned does hereby remove the existing members of said Architectural Committee and does hereby appoint as member of said Architectural Committee under said Declaration of Restrictions the following persons, to-wit:

ELWYN BOOTH
FRAZIER ARMBRUSTER
WILLIAM H. CLAUS, III

IN WITNESS WHEREOF, the undersigned has caused its name to be hereunto subscribed by its officers in this respect duly authorized this 25th day of August, 1970.

RANCHO BERNARDO HOMES, INC.

By Frank M. Files

Assistant Secretary

Attest: Judy P. Travel

STATE OF CALIFORNIA)

) ss.

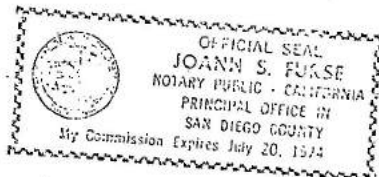
COUNTY OF SAN DIEGO)

On August 25, 1970 before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Frank M. Files, known to me to be the Assistant Secretary of the corporation that 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.

Signature Joann S. Furse

Joann S. Furse

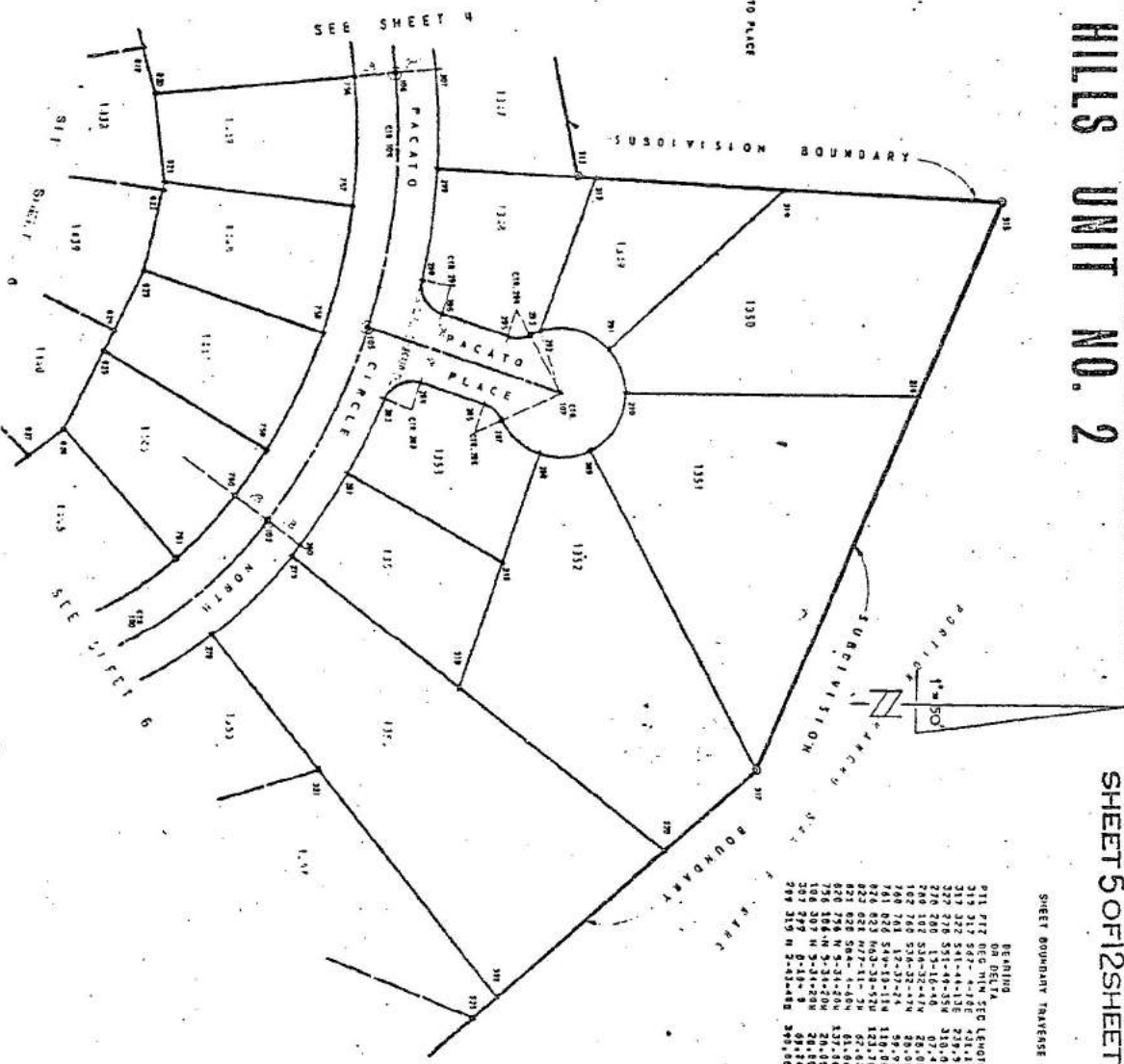


161862 94 70
Kiss Pennini

MAP NO. 6123
SHEET 5 OF 12 SHEETS

SHEET BOUNDARY TRAVERSE

BENDING		ROTATION	
DELTA	DELTA	DELTA	DELTA
P11 P17	0.00	0.00	0.00
P12 P18	0.00	0.00	0.00
P13 P19	0.00	0.00	0.00
P14 P20	0.00	0.00	0.00
P15 P21	0.00	0.00	0.00
P16 P22	0.00	0.00	0.00
P17 P23	0.00	0.00	0.00
P18 P24	0.00	0.00	0.00
P19 P25	0.00	0.00	0.00
P20 P26	0.00	0.00	0.00
P21 P27	0.00	0.00	0.00
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P23 P29	0.00	0.00	0.00
P24 P30	0.00	0.00	0.00
P25 P31	0.00	0.00	0.00
P26 P32	0.00	0.00	0.00
P27 P33	0.00	0.00	0.00
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P29 P35	0.00	0.00	0.00
P30 P36	0.00	0.00	0.00
P31 P37	0.00	0.00	0.00
P32 P38	0.00	0.00	0.00
P33 P39	0.00	0.00	0.00
P34 P40	0.00	0.00	0.00
P35 P41	0.00	0.00	0.00
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P37 P43	0.00	0.00	0.00
P38 P44	0.00	0.00	0.00
P39 P45	0.00	0.00	0.00
P40 P46	0.00	0.00	0.00
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P43 P49	0.00	0.00	0.00
P44 P50	0.00	0.00	0.00
P45 P51	0.00	0.00	0.00
P46 P52	0.00	0.00	0.00
P47 P53	0.00	0.00	0.00
P48 P54	0.00	0.00	0.00
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P53 P59	0.00	0.00	0.00
P54 P60	0.00	0.00	0.00
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P94 P100	0.00	0.00	0.00



OF LINEN & ANGLE DIMENSIONS

LOT 1376-1382, 1414, 1435, 1442-1445

GATEWOOD HILLS UNIT NO. 2

MAP NO. 6123
SHEET 6 OF 12 SHEETS

CENTER LINE PACATO CIRCLE NORTH

GEARING
ON DELTA

PT 112 DEG MIN SEC LENGTH RADIUS

94	557-55-31E	240.00	559.00
95	92-52-40-0	32.97	559.00
96	560-51-37E	162.00	550.00
97	90-19-52-3E	162.00	550.00
98	57-44-11E	160.00	550.00
99	57-35-27E	160.00	550.00
100	57-35-27E	160.00	550.00
101	100-43-43-2E	160.00	550.00
102	100-43-43-2E	160.00	550.00
103	100-43-43-2E	160.00	550.00

GEARING
ON DELTA

PT 112 DEG MIN SEC LENGTH RADIUS

90	49-11-28-4E	162.00	550.00
91	30-58-24E	162.00	550.00

GEARING
ON DELTA

PT 112 DEG MIN SEC LENGTH RADIUS

101	100-43-43-2E	160.00	550.00
102	100-43-43-2E	160.00	550.00
103	100-43-43-2E	160.00	550.00

GEARING
ON DELTA

PT 112 DEG MIN SEC LENGTH RADIUS

104	100-43-43-2E	160.00	550.00
105	100-43-43-2E	160.00	550.00
106	100-43-43-2E	160.00	550.00

GEARING
ON DELTA

PT 112 DEG MIN SEC LENGTH RADIUS

107	100-43-43-2E	160.00	550.00
108	100-43-43-2E	160.00	550.00
109	100-43-43-2E	160.00	550.00

GEARING
ON DELTA

PT 112 DEG MIN SEC LENGTH RADIUS

110	100-43-43-2E	160.00	550.00
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112	100-43-43-2E	160.00	550.00

GEARING
ON DELTA

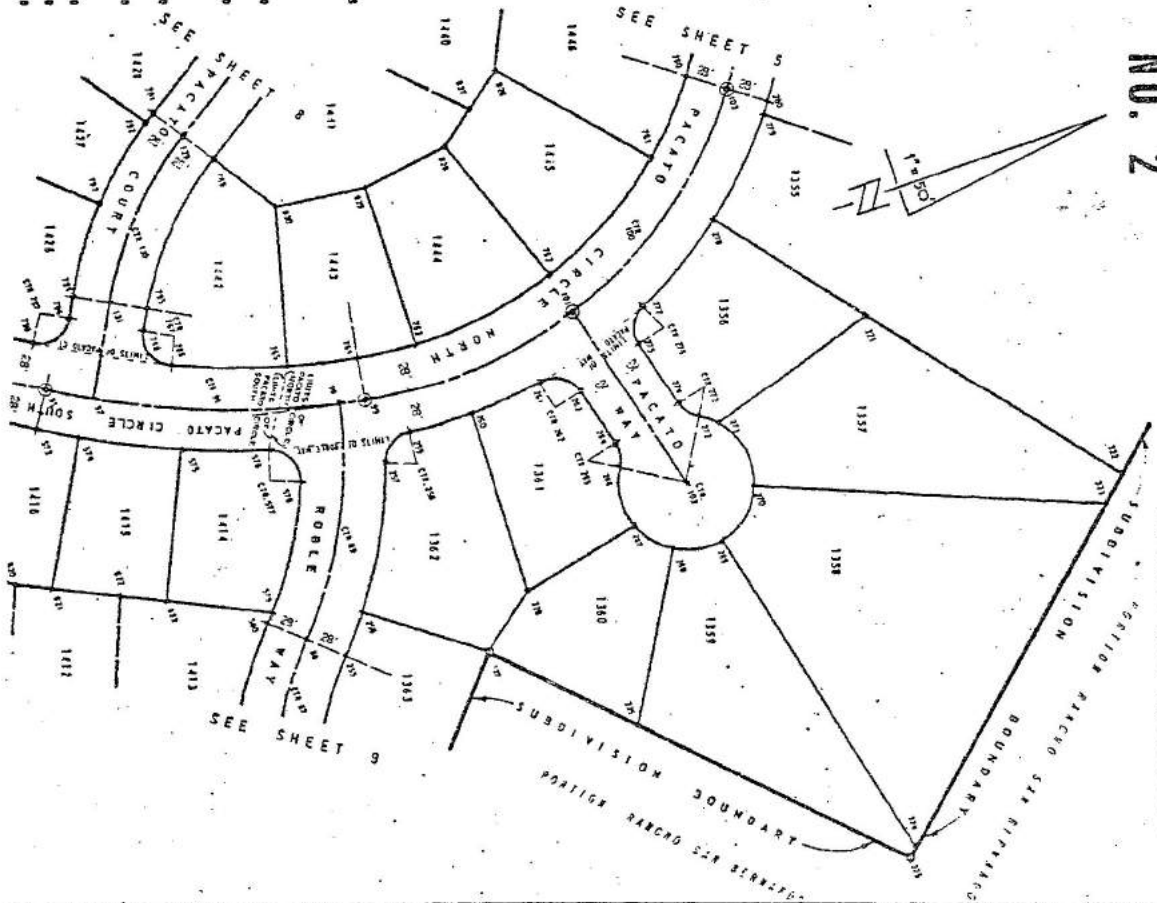
PT 112 DEG MIN SEC LENGTH RADIUS

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115	100-43-43-2E	160.00	550.00

GEARING
ON DELTA

PT 112 DEG MIN SEC LENGTH RADIUS

116	100-43-43-2E	160.00	550.00
117	100-43-43-2E	160.00	550.00
118	100-43-43-2E	160.00	550.00



MAP NO. 6123
SHEET 8 OF 12 SHEETS

DEGRIND
ON OELTA
DEG MIN SFC 6.6CTH MANUS
KJZ- 5-50E 114.28

475-32-7E	71.07
Md. 4-40E	61.66
577-11-5E	62.63
561-54-52E	123.79
537-23-37E	60.35

5	7-CP-584	60.40
597-14-32M		21.94
557-14-32M		23.00
597-14-32M		25.00
1-30-30		7.00
		299.00

495-3-364	61.78
57-3-414	50.56
505-47-264	49.19
746-22-954	75.32
745-97-204	61.99
745-97-204	

5 E

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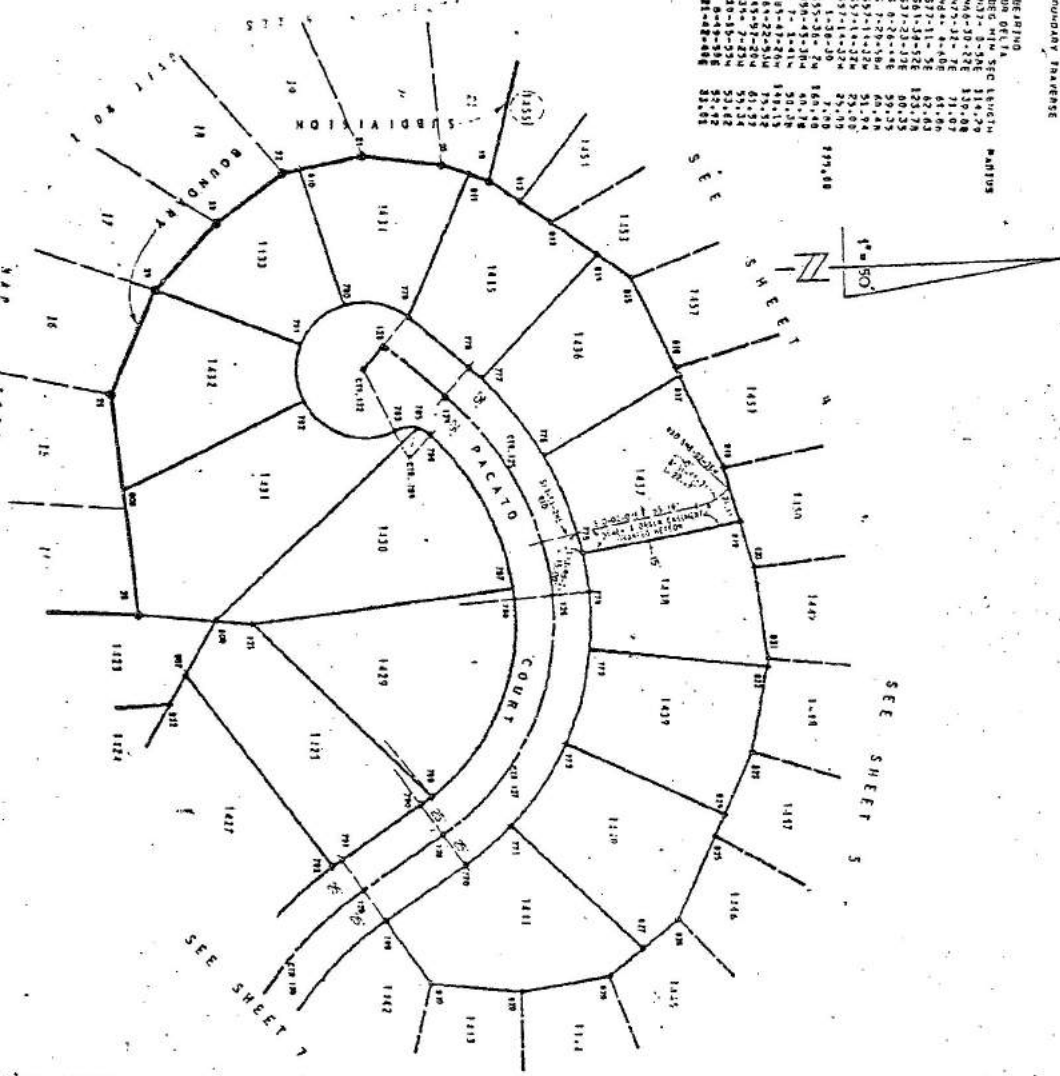
113

101

5

11

10



GATEWOOD HILLS UNIT NO. 2

MAP NO. 001
SHEET 90F12SHEETS

SWEET COMPANY TRAVEL

CENTER LINE MOORE WAY

115 241 400
014 151 7

NEW FIELD

PI1 PI2 NGC NW SEC LENGTH RADIOS

1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11.5	11

DEFINING

On 6.5.17

FILE NO	DATE	TIME	SEC	LENGTH	ADDRESS
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121	10/10/68	10:10	10	10	10
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123	10/10/68	10:10	10	10	10
124	10/10/68	10:10	10	10	10
125	10/10/68	10:10	10	10	10
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143	10/10/68	10:10	10	10	10
144	10/10/68	10:10	10	10	10
145	10/10/68	10:10	10	10	10
146	10/10/68	10:10	10	10	10
147	10/10/68	10:10	10	10	10
148	10/10/68	10:10	10	10	10
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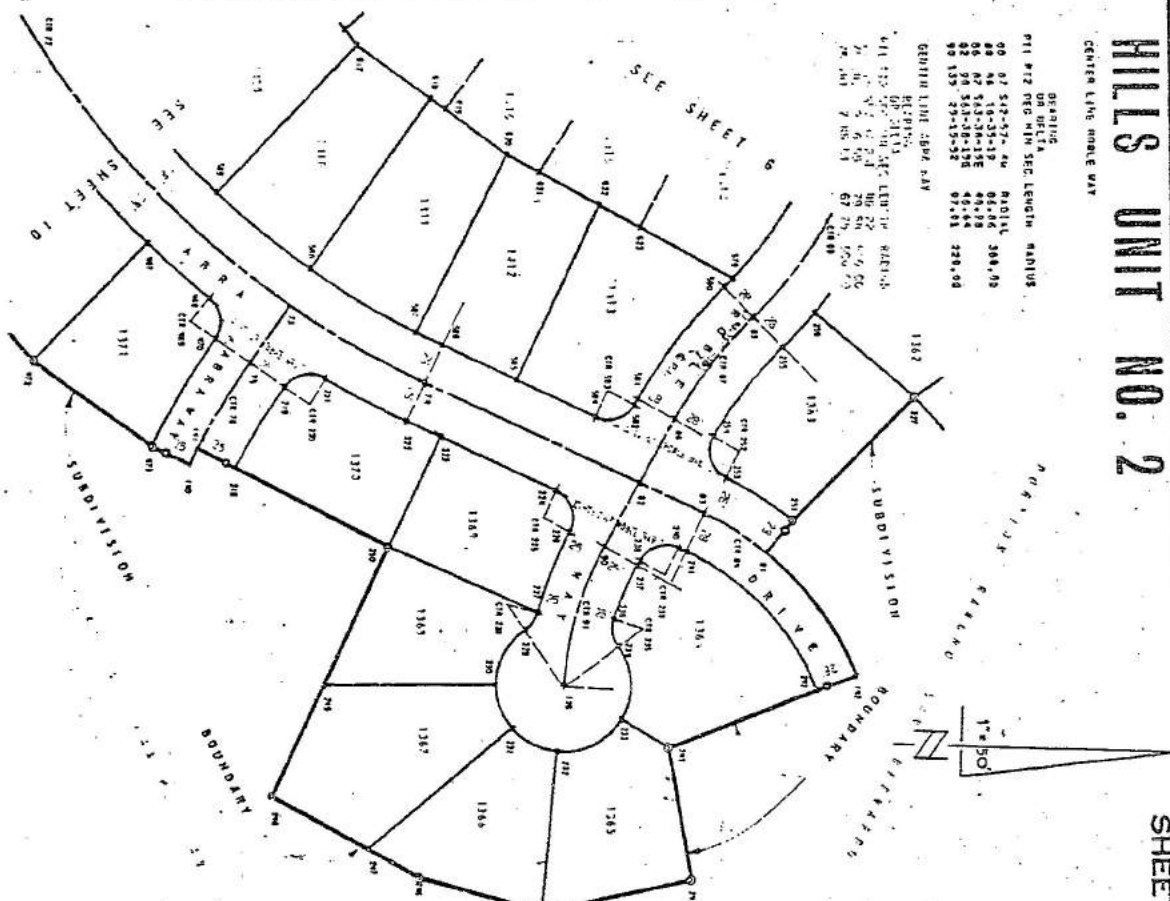
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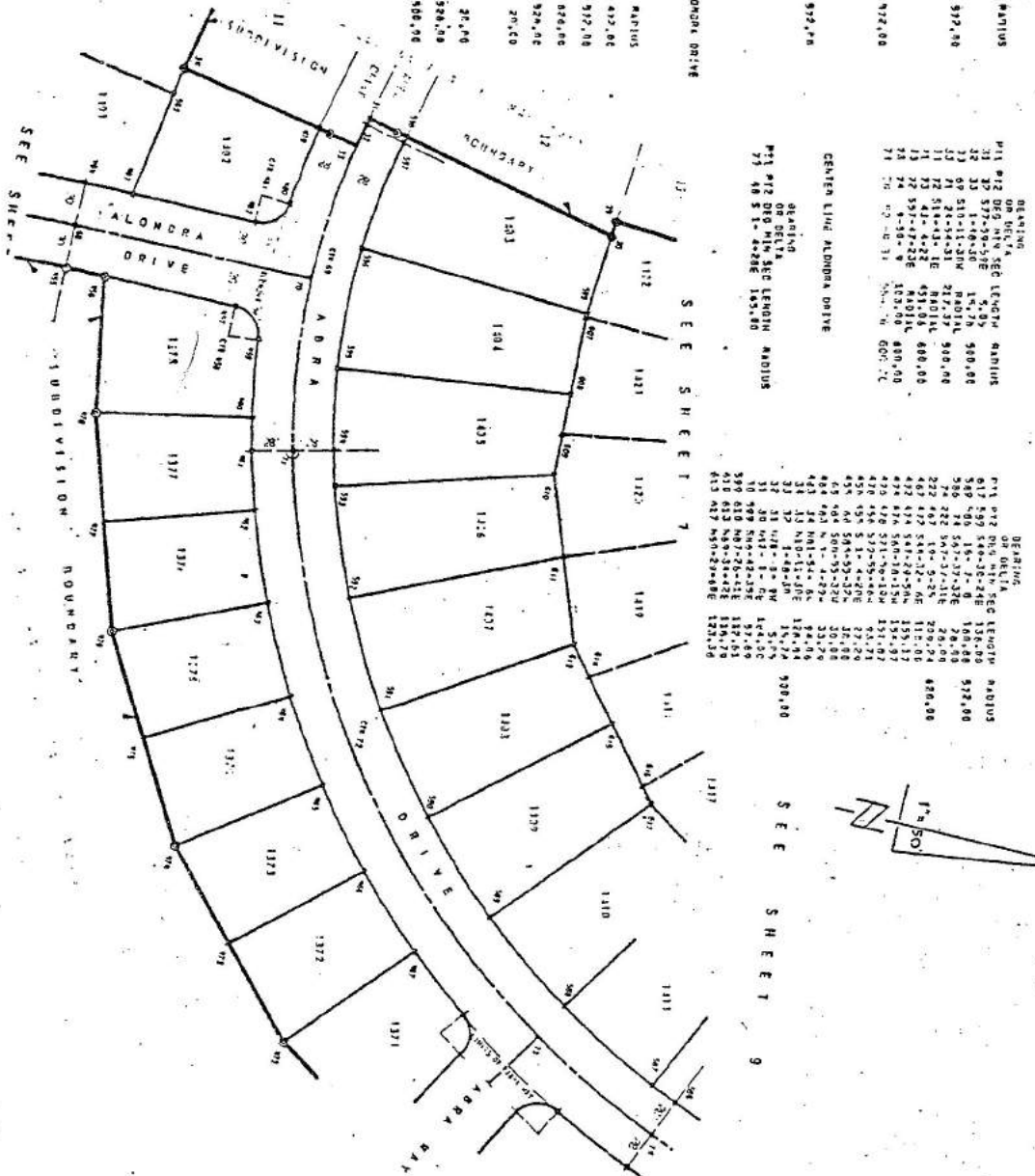
6.2.1.1

ON DEF.

PT1 PT2 DEG MIN SEC LENGTH RADIUS

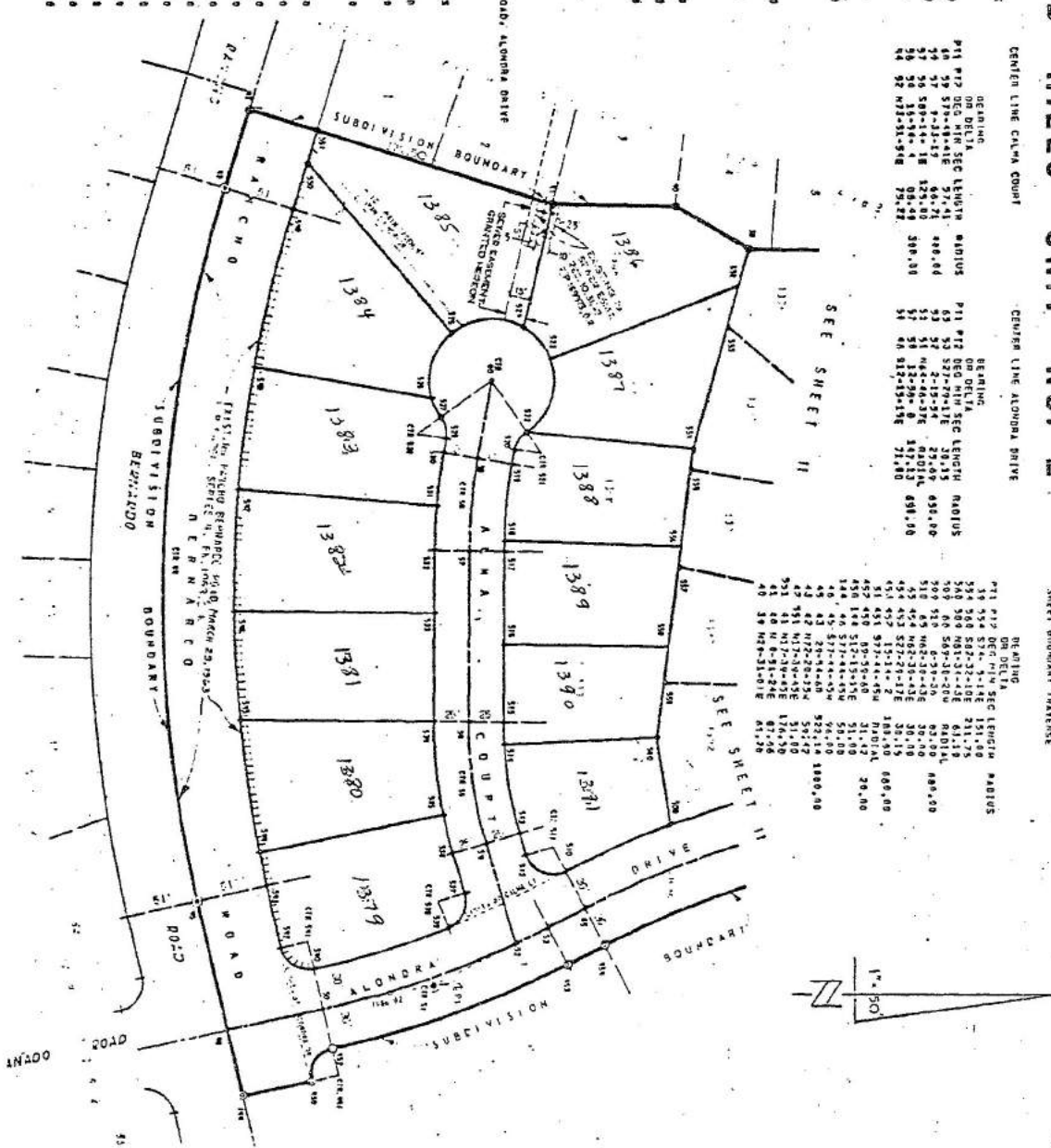
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1-800-451-4301

MAP NO. 6123

[illegible]

CONT. 1376-1382

GATEWOOD HILLS UNIT NO. 2.

MAP NO. 6123
SHEET 12 OF 12 SHEETS

CENTER LINE CLARK COURT

CENTER LINE ALONDA DRIVE

SHEET BOUNDARY TRAVERSE

BEARING
ON DELTA

BEARING
ON DELTA

BEARING
ON DELTA

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PI 1 P12 DEG MIN SEC LENGTH RADIOS

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LOT NUMBER 1376

LOT NUMBER 1380

LOT NUMBER 1384

LOT NUMBER 1388

LOT NUMBER 1392

LOT NUMBER 1377

LOT NUMBER 1381

LOT NUMBER 1385

LOT NUMBER 1389

LOT NUMBER 1393

LOT NUMBER 1378

LOT NUMBER 1382

LOT NUMBER 1386

LOT NUMBER 1390

LOT NUMBER 1394

LOT NUMBER 1379

LOT NUMBER 1383

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