

Recording Requested By:

R.B. Swim & Tennis Club
(Greens West Unit No. 4)

When Recorded, Return To:

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

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON 18-JUL-1997,
DOCUMENT NUMBER 1997-0341782.
GREGORY SMITH, COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE

For Recorder's Use

AMENDMENT TO DECLARATION OF RESTRICTIONS

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

R E C I T A L S

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

LEGAL DESCRIPTION

Lots 2274 through 2320, inclusive, of Bernardo Greens West Unit No. 4, City of San Diego, County of San Diego, State of California, according to Map thereof No. 6797, filed in the Office of the Recorder of San Diego County, California, December 4, 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 December 9, 1970, at File/Page No. 225851,
2. The Amendment to Declaration of Restrictions, recorded August 26, 1983, as File/Page No. 83-303162,

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

COPY

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

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

D E C L A R A T I O N

NOW THEREFORE, the Declaration is hereby amended as follows:

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

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

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

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

- a) Impose reasonable monetary fines as recommended by the Architectural Committee and approved by the Board of

Directors of the Rancho Bernardo Swim & Tennis Club.

- b) Perform the subject matter of such directive or order and charge the cost of such performance to the owner of the lot in question.

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

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

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

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

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

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

By: Stuart G. Hunt
President

By: Robert C. Boyce
Secretary

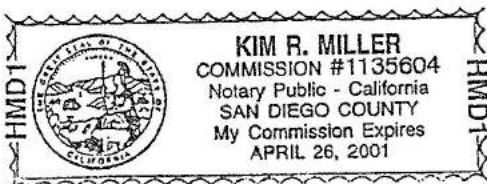
STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

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

Kim R. Miller
Notary Public



87-105661

2251

RECORDED IN
OFFICIAL RECORDS
OF SAN DIEGO COUNTY, CA

1987 FEB 27 PM 2:25

VERA L. LYLE
COUNTY RECORDER

Recording requested by and
when recorded return to:

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

AMENDMENT TO DECLARATION OF RESTRICTIONS

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

RF	18 AD
AR	14
MG	1

R E C I T A L S

A. A Declaration of Restrictions was filed for record on December 9, 1970, Document No. 225851, Official Records of San Diego County, California. Said Declaration of Restrictions was amended by document recorded August 26, 1983, Document No. 83-303162, Official Records of San Diego County, California. Said Declaration, as so amended is referred to herein as the "Declaration".

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

C. The Declaration encumbers:

Lots 2274 to 2320, inclusive of Bernardo Greens West Unit No. 4, City of San Diego, County of San Diego, State of California, according to Map thereof No. 6797, filed in the Office of the Recorder of San Diego County, California.

NOW, THEREFORE, the Declaration is amended as follows:

1. Paragraph 11 of the Declaration is hereby deleted and the following paragraph 11 is substituted therefor:

11. LOT MAINTENANCE. Each individual lot owner shall keep, maintain, water, plant and replant all slope banks and yard areas located on such owner's lot so as to prevent erosion, and to present an attractive appearance. Each individual lot owner shall keep and maintain the structures located on such owner's lot so as to present an attractive appearance when viewed from public thoroughfares, walkways and neighboring lots. The Architectural Committee shall be the sole judge in determining compliance with the provisions of this paragraph, and each individual lot owner shall act promptly to comply with written instructions from the Architectural Committee to correct non compliance therewith.

Recording Requested By
and
When Recorded Return To:

AMENDMENT TO DECLARATION OF RESTRICTIONS

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

R E C I T A L S

A. A Declaration of Restrictions (the "Declaration") was filed for record on December 9, 1970 at File/Page No. 225851, 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 2274 to 2320, inclusive of Bernardo Greens West Unit No. 4, City of San Diego, County of San Diego, State of California, according to Map thereof No. 6797, filed in the Office of the Recorder of San Diego County, California.

NOW, THEREFORE, the Declaration is amended as follows:

1. Paragraph 37 of the Declaration is hereby deleted.
2. Paragraph 2 of the Declaration is hereby deleted and the following paragraph 2 is substituted therefor:
2. ARCHITECTURAL CONTROL

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

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

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

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

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

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

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

3. 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 9th day of December, 1970 by AVCO COMMUNITY DEVELOPERS, INC., a corporation,

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

Lots 2274 through 2320, inclusive, of Bernardo Greens West Unit No. 4, City of San Diego, County of San Diego, State of California, according to Map No. 6797 filed in the Office of the County Recorder of San Diego County, December 4, 1970.

WHEREAS, Declarant is about to sell and convey some or all of the lots located within said Bernardo Greens West Unit No. 4; and before selling or conveying any of said lots; desires to subject all of said lots in said Bernardo Greens West Unit No. 4 to certain conditions and restrictions for the protection and benefit of Declarant and any and all future owners of said lots or any of them.

W I T N E S S E T H :

That the Declarant 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, and has fixed and does hereby fix the following protective conditions and restrictions upon and subject to which each and all of the lots in said real property shall be hereafter held, used, occupied, leased, sold and/or conveyed. Each and all of which said conditions and restrictions shall inure to the benefits of, be binding upon and pass with said real property, and each and every lot and/or parcel thereof, and shall inure to the benefit of, apply to and bind the respective successors in title, or interest of Declarant.

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

2. ARCHITECTURAL COMMITTEE. There shall be an Architectural Committee consisting of three (3) persons to be appointed by Declarant. Each of said persons so appointed shall be subject to removal at the direction of Declarant at any time and from time to time, and all vacancies on said Committee shall be filled by appointment of Declarant. In the event of failure of Declarant to appoint such Committee or to fill any vacancies therein, then in such event the 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 Bernardo Greens West 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 one story in height on the following lots: lots 2298 through 2303, inclusive, and lots 2318 through 2320, inclusive. No dwelling without the written approval of the Architectural Committee shall be more than two stories in height on all other lots in said Greens West Unit No. 4.

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 completed plans and specifications, including the color scheme of each building, fence and/or wall to be erected upon the lot, have been approved in writing by the Architectural Committee, and no building shall be located on any lot nearer than the setback line as shown on the recorded plat. Provided, however, that in the event the Committee fails to approve or disapprove such location, plans and specifications within sixty (60) days after the submission thereof to it, then such approval will not be required, provided any building so to be erected conforms to all other conditions and restrictions herein contained and is in harmony with similar structures erected within Bernardo Greens West Unit No. 4.

8. **NO SECOND-HAND MATERIALS, PAINTING REQUIRED.** That no second-hand materials 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 lots so as to prevent erosion and to present an attractive appearance, and will keep all drainage systems on slope banks free of debris and in good repair. The Architectural Committee shall be the sole judge in determining compliance with the provisions of this paragraph, and each individual lot owner will promptly perform or conform to all directives of this paragraph.

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

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

14. FENCES, HEDGES, RADIO POLES AND FLAG POLES. That no fence, rail or hedge over 36 inches in height shall be placed in front of the set-back line on a lot, as shown on the recorded map of said Bernardo Greens West Unit No. 4, 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. MAIL BOXES. The installation of mail boxes detached from the resident 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; not 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 Declarant.

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

said lots have executed and recorded at any time within six months prior to January 2, 1978, in the manner required for a reconveyance 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 Declarant, 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 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 the property above described shall be a regular member of Rancho Bernardo Swim and Tennis Club, a California corporation not for profit, which said membership shall be appurtenant to such residential unit, and the transfer of title to such residential unit shall automatically transfer the regular membership appurtenant to such residential unit to the transferee or transferees and an allocable part of the purchase price paid to Declarant for such residential unit shall be for the cost of construction of said Rancho Bernardo Swim and Tennis Club improvements. Each such owner and/or owners are obligated to promptly, fully and faithfully comply with and conform to the 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 of any condition or restriction herein contained be invalid, or held invalid or void by any court of competent jurisdiction, such invalidity or nullity shall in no way affect any other condition or restrictions herein contained.

30. NO WAIVER. That a waiver of a breach of any of the foregoing conditions and restrictions shall not be construed as a waiver of any succeeding breach or violation 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 Declarant and the owner or owners of any of said lot or lots, including any bona fide purchaser under contract, the foregoing conditions and restrictions shall operate as covenants running with the land and a breach of any of them, or a continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by Declarant or the owner or owners of any lot or lots in Bernardo Greens West Unit No. 4 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 owners of seventy-five (75%) percent or more of said lots which said written instrument shall become effective upon the recording of the same in the Recorder's Office of the County of San Diego, California.

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

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

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 of 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 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.

37. MAINTENANCE OF SLOPE BANKS. ^{avco} Declarant will landscape, at Declarant's expense, the following slope banks on lots of said real property. The easterly banks of lots 2274 through 2283, and 2286 through 2296, and 2300 through 2303, and 2308 through 2320; the westerly slope of lots 2299 through 2302; the northerly slope of lots 2298 through 2302; the southerly slope of lot 2301. Declarant will maintain said landscaping until January 1, 1971. Thereafter, said Architectural Committee shall cause to be maintained, and kept in good and slightly condition said landscaping for the duration of this Declaration of Restrictions. Each owner of a lot in said real property shall pay his pro rate share of the cost incurred by the Architectural Committee in the performance of the said work to be performed by the Architectural Committee or under its direction as in this paragraph above provided, and the Architectural Committee shall have the power to levy periodic assessments on each of the lots in said real property in equal amounts per lot to cover said costs, which said assessments shall become immediately due and payable to the Architectural Committee by the owner of each lot, respectively, promptly after the same are levied by the Architectural Committee. It is expressly understood, however, that the amount of said assessments shall, in no event, exceed the rate of \$3.50 per month per lot. Anything in Paragraph 33 of this Declaration of Restrictions to the contrary, the amount of said assessments cannot be increased to exceed the rate of \$3.50 per month per lot without the written approval of the owners of 75%, or more, of the lots in said subdivision, exclusive of any lots owned by Declarant.

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

AVCO COMMUNITY DEVELOPERS, INC.

By *[Signature]*
[Signature] V.P.

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

On December 9, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared *H. L. Traubman*, known to me to be the *Vice* President, and *J. M. Fries*, known to me to be the *Assistant* Secretary of the corporation that executed the within instrument, 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 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

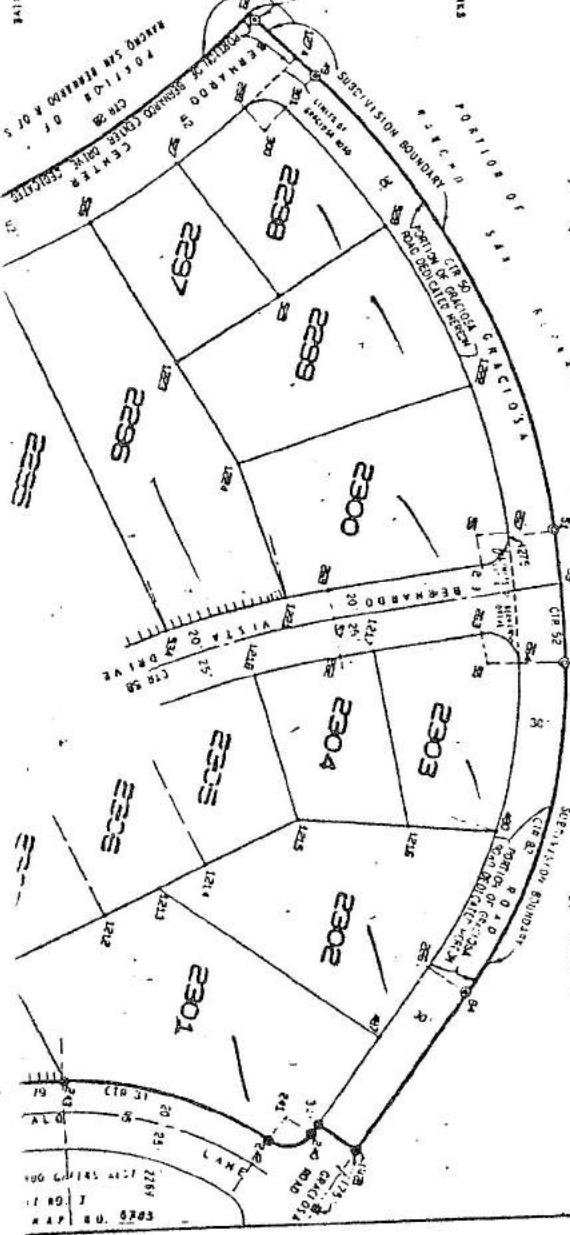


12425 Rancho Bernardo Road, San Diego, Calif. 92128

42-51400
7-11082

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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85															

CELESTINE - BRANCO VITA - 60



SHEET 4 OF 8 SHEETS
2302

SHEET NO LOT# 2292-2295, 2305-2306

	OR OR OR	OR OR OR	OR OR OR
014	212	212	212
015	212	212	212
016	212	212	212
017	212	212	212
018	212	212	212
019	212	212	212
020	212	212	212
021	212	212	212
022	212	212	212
023	212	212	212
024	212	212	212
025	212	212	212
026	212	212	212
027	212	212	212
028	212	212	212
029	212	212	212
030	212	212	212
031	212	212	212
032	212	212	212
033	212	212	212
034	212	212	212
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036	212	212	212
037	212	212	212
038	212	212	212
039	212	212	212
040	212	212	212
041	212	212	212
042	212	212	212
043	212	212	212
044	212	212	212
045	212	212	212
046	212	212	212
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089	212	212	212
090	212	212	212
091	212	212	212
092	212	212	212
093	212	212	212
094	212	212	212
095	212	212	212
096	212	212	212
097	212	212	212
098	212	212	212
099	212	212	212
100	212	212	212

[illegible]CENTRALINE • BERNARDO VISTA DRIVE

LOT	HOUSE	AREA	PRICE
96	323	3-11	23.11
95	314	4-10E	73.00
94	315	3-12	24.00
93	316	3-12	82.00
92	317	4-10	41.77
91	318	4-10	42.00
90	319	4-10	42.00
89	320	4-10	42.00
88	321	4-10	42.00
87	322	4-10	42.00
86	323	4-10	42.00
85	324	4-10	42.00
84	325	4-10	42.00
83	326	4-10	42.00
82	327	4-10	42.00
81	328	4-10	42.00
80	329	4-10	42.00
79	330	4-10	42.00
78	331	4-10	42.00
77	332	4-10	42.00
76	333	4-10	42.00
75	334	4-10	42.00
74	335	4-10	42.00
73	336	4-10	42.00
72	337	4-10	42.00
71	338	4-10	42.00
70	339	4-10	42.00
69	340	4-10	42.00
68	341	4-10	42.00
67	342	4-10	42.00
66	343	4-10	42.00
65	344	4-10	42.00
64	345	4-10	42.00
63	346	4-10	42.00
62	347	4-10	42.00
61	348	4-10	42.00
60	349	4-10	42.00
59	350	4-10	42.00
58	351	4-10	42.00
57	352	4-10	42.00
56	353	4-10	42.00
55	354	4-10	42.00
54	355	4-10	42.00
53	356	4-10	42.00
52	357	4-10	42.00
51	358	4-10	42.00
50	359	4-10	42.00
49	360	4-10	42.00
48	361	4-10	42.00
47	362	4-10	42.00
46	363	4-10	42.00
45	364	4-10	42.00
44	365	4-10	42.00
43	366	4-10	42.00
42	367	4-10	42.00
41	368	4-10	42.00
40	369	4-10	42.00
39	370	4-10	42.00
38	371	4-10	42.00
37	372	4-10	42.00
36	373	4-10	42.00
35	374	4-10	42.00
34	375	4-10	42.00
33	376	4-10	42.00
32	377	4-10	42.00
31	378	4-10	42.00
30	379	4-10	42.00
29	380	4-10	42.00
28	381	4-10	42.00
27	382	4-10	42.00
26	383	4-10	42.00
25	384	4-10	42.00
24	385	4-10	42.00
23	386	4-10	42.00
22	387	4-10	42.00
21	388	4-10	42.00
20	389	4-10	42.00
19	390	4-10	42.00
18	391	4-10	42.00
17	392	4-10	42.00
16	393	4-10	42.00
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14	395	4-10	42.00
13	396	4-10	42.00
12	397	4-10	42.00
11	398	4-10	42.00
10	399	4-10	42.00
9	400	4-10	42.00
8	401	4-10	42.00
7	402	4-10	42.00

[illegible]

029KARDOO VISTA DRIVE - BOURBON

LOT NUMBER	DATE	TIME	WIND	TEMP	REL	WIND	TEMP	REL
101	12-29-63	11:15	10	55.0	65	10	55.0	65
102	12-29-63	11:15	10	55.0	65	10	55.0	65
103	12-29-63	11:15	10	55.0	65	10	55.0	65
104	12-29-63	11:15	10	55.0	65	10	55.0	65
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106	12-29-63	11:15	10	55.0	65	10	55.0	65
107	12-29-63	11:15	10	55.0	65	10	55.0	65
108	12-29-63	11:15	10	55.0	65	10	55.0	65
109	12-29-63	11:15	10	55.0	65	10	55.0	65
110	12-29-63	11:15	10	55.0	65	10	55.0	65
111	12-29-63	11:15	10	55.0	65	10	55.0	65
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113	12-29-63	11:15	10	55.0	65	10	55.0	65
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121	12-29-63	11:15	10	55.0	65	10	55.0	65
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192	12-29-63	11:15	10	55.0	65	10	55.0	65
193	12-29-63	11:15	10	55.0	65	10	55.0	65
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197	12-29-63	11:15	10	55.0	65	10	55.0	65
198	12-29-63	11:15	10	55.0	65	10	55.0	65
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200	12-29-63	11:15	10	55.0	65	10	55.0	65

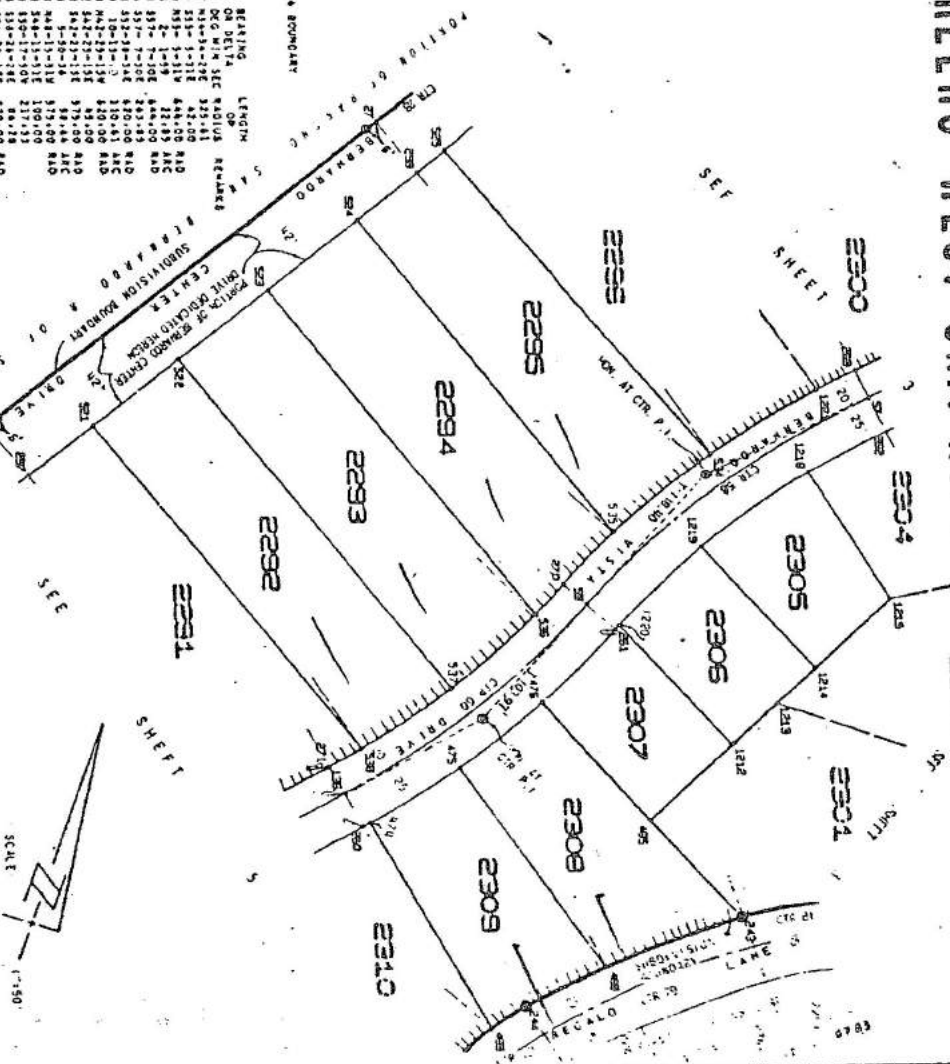
	STARS	OR DLA	LEIGH
		OR	OR
471	471	471	471
472	472	472	472
473	473	473	473
474	474	474	474
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476	476	476	476
477	477	477	477
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499	499	499	499
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	LDT	NOVEMBER 2306	
8112	1270	9-4-39-1M	307-4A
8120	98	5-4-29-34C	879-00
8170	1278	1-29-4	79-12
8178	1278	98-3-4-18	575-00
8184	1278	98-1-1-12	109-78
8194	1271	50-17-10H	79-02

CENTRALINE - BERNARDO CORTES DRIVE

[illegible]REMANCO CUNHA DRIVE - BOURBON[illegible]

	REMARKS	LENGTH IN FEET	DEPTH IN FEET	DEPTH IN METERS
1		42.00	3.11	0.95
2		37.00	2.74	0.83
3		32.00	2.38	0.72
4		27.00	2.01	0.61
5		22.00	1.64	0.50
6		17.00	1.28	0.39
7		12.00	0.91	0.28
8		7.00	0.55	0.17
9		2.00	0.18	0.05



P.P.
60

MAP NO. 6797

8MEET 100 1075 2279-1206

BLADING LECTM
ON DELTA OR
71 07 DEC 41 SEC 0010US 00000000
OT NUMBER 2279

[illegible]

120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573
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[illegible]

Runners	Time	Runners	Time
11	53.7-1-00	25	45.00
12	54.0-1-00	26	45.00
13	54.0-1-00	27	45.00
14	54.0-1-00	28	45.00
15	54.0-1-00	29	45.00
16	54.0-1-00	30	45.00
17	54.0-1-00	31	45.00
18	54.0-1-00	32	45.00
19	54.0-1-00	33	45.00
20	54.0-1-00	34	45.00
21	54.0-1-00	35	45.00
22	54.0-1-00	36	45.00
23	54.0-1-00	37	45.00
24	54.0-1-00	38	45.00
25	54.0-1-00	39	45.00
26	54.0-1-00	40	45.00
27	54.0-1-00	41	45.00
28	54.0-1-00	42	45.00
29	54.0-1-00	43	45.00
30	54.0-1-00	44	45.00
31	54.0-1-00	45	45.00
32	54.0-1-00	46	45.00
33	54.0-1-00	47	45.00
34	54.0-1-00	48	45.00
35	54.0-1-00	49	45.00
36	54.0-1-00	50	45.00
37	54.0-1-00	51	45.00
38	54.0-1-00	52	45.00
39	54.0-1-00	53	45.00
40	54.0-1-00	54	45.00
41	54.0-1-00	55	45.00
42	54.0-1-00	56	45.00
43	54.0-1-00	57	45.00
44	54.0-1-00	58	45.00
45	54.0-1-00	59	45.00
46	54.0-1-00	60	45.00
47	54.0-1-00	61	45.00
48	54.0-1-00	62	45.00
49	54.0-1-00	63	45.00
50	54.0-1-00	64	45.00
51	54.0-1-00	65	45.00
52	54.0-1-00	66	45.00
53	54.0-1-00	67	45.00
54	54.0-1-00	68	45.00
55	54.0-1-00	69	45.00
56	54.0-1-00	70	45.00
57	54.0-1-00	71	45.00
58	54.0-1-00	72	45.00
59	54.0-1-00	73	45.00
60	54.0-1-00	74	45.00
61	54.0-1-00	75	45.00
62	54.0-1-00	76	45.00
63	54.0-1-00	77	45.00
64	54.0-1-00	78	45.00
65	54.0-1-00	79	45.00
66	54.0-1-00	80	45.00
67	54.0-1-00	81	45.00
68	54.0-1-00	82	45.00
69	54.0-1-00	83	45.00
70	54.0-1-00	84	45.00
71	54.0-1-00	85	45.00
72	54.0-1-00	86	45.00
73	54.0-1-00	87	45.00
74	54.0-1-00	88	45.00
75	54.0-1-00	89	45.00
76	54.0-1-00	90	45.00
77	54.0-1-00	91	45.00
78	54.0-1-00	92	45.00
79	54.0-1-00	93	45.00
80	54.0-1-00	94	45.00
81	54.0-1-00	95	45.00
82	54.0-1-00	96	45.00
83	54.0-1-00	97	45.00
84	54.0-1-00	98	45.00
85	54.0-1-00	99	45.00
86	54.0-1-00	100	45.00
87	54.0-1-00	101	45.00
88	54.0-1-00	102	45.00
89	54.0-1-00	103	45.00
90	54.0-1-00	104	45.00
91	54.0-1-00	105	45.00
92	54.0-1-00	106	45.00
93	54.0-		

Year	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
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	

LOT NUMBER	295	76	80.00	RAO
515	44-8-	76	115.00	RAO
514	25	84-8-	76	70.85
514	45	3-7-78		70.85
515	48-10-78		116.00	RAO
515	54-10-78		126.71	
545	53-12-78		80.39	

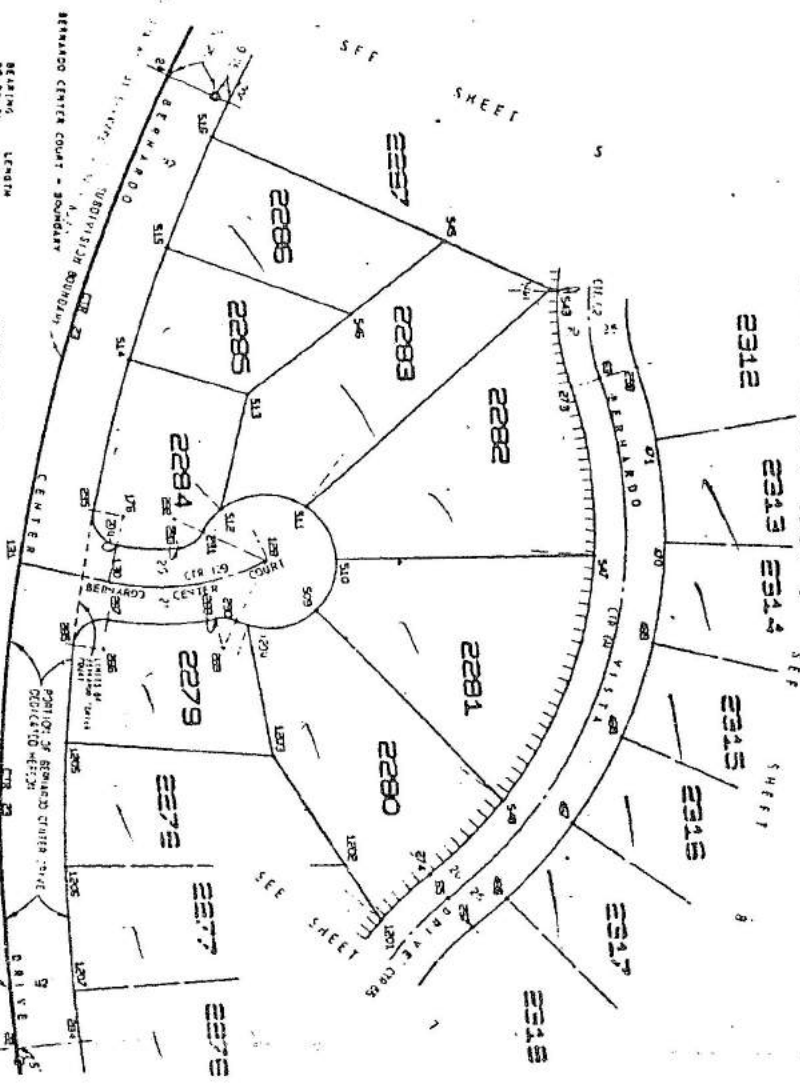
340	515	40510-99	114-1	NO
340	28	40510-99	114-0	NO
315	315	353728	74-0	40C
315	315	4051217	113-0	NO
315	345	4051217	1500	NO
340	344	40512-579	75-97	

[illegible]

08000000 CENTER DRIVE - BOUNDARY

86 87-01 4M 119800 FID
706 11-01-0E 4780
27 11-01-0E 11460 BCD
204 11-01-0E 4471 AC
204 M-01-J 11460 BCD

BEARING ON DELTA	LENGTH OR	REMARKS
PIZ DELTA 15C	150.77	
130 DELTA 15-17E	110.00	
129 DELTA 15-17W	104.96	
128 DELTA 15-17E	110.00	
126 DELTA 15-17E	110.00	



P.P.
60

SHEET 7 OF 8 SHEETS

Figure 1

