

BY-LAWS  
BERNARDO GREENS UNIT NO. 19

ARTICLE 1 - PURPOSE

A. Purpose. These By-Laws shall govern the election of the members of the Architectural Committee and the conduct of the affairs of the Owners and the Committee.

B. Limitation. Nothing in these By-Laws is intended to supersede or contradict any provision of the three documents referenced above. Rather, it is the intent of the By-Laws to clarify them and to provide procedures whereby the intent of the three documents can be more easily and clearly carried out.

ARTICLE 2 - DEFINITION

"Co-owner" as used in these By-Laws means an owner who holds fee simple title to a Greens 19 lot with another, whether it be by joint tenancy, community property or tenancy in common.

ARTICLE 3

- ELECTION OF MEMBERS OF THE ARCHITECTURAL COMMITTEE

A. Annual Meeting. There shall be an annual meeting of the Owners of Greens 19, to be held each March or April. The meeting shall be held at the Swim and Tennis Club, 16955 Bernardo Oaks Drive, or at some other convenient location determined by the Architectural Committee. Notice of the annual meeting shall be given in writing to each Owner in Greens 19, by hand delivery or by mail at the postal address for each lot in Greens 19, or at such other address of the owner or a co-owner, if such other address is known to the Committee. The notice shall state the time, date and location of the meeting, and its purpose. Notice given to a co-owner of a lot constitutes notice given to all owners of the lot, unless the Committee is otherwise advised in writing.

B. Conduct of the Annual Meeting. The annual meeting shall be conducted by the Chair of the Architectural Committee, or either of the other members, if the Chair is not present. The meeting may be informal unless a controversy arises, at which time the most current edition of Roberts Rules of Order shall be followed. The chair of the meeting shall appoint a recording secretary, pro tempore.

C. Quorum. It shall take a majority of the Owners, viz., at least 32, to conduct business.

D. Ownership Requirement. Each member of the Architectural Committee, and the alternates, must be an owner or co-owner of a lot in Bernardo Greens Unit No. 19. Two co-owners may not serve on the Committee at the same time.

E. Proxies. Every Owner shall have the right to vote either in person or by written proxy filed with the Architectural Committee. Proxies may be taken and counted for purposes of a quorum and to conduct business. If a lot has co-owners, any co-owner may cast the vote for that lot. If there is a controversy between or among co-owners as to which co-owner shall be entitled to vote, the vote for that lot shall not be counted.

Each proxy shall be revocable, by a writing. A proxy terminates upon death of the maker or upon the maker's transfer of title to the Greens 19 lot. A proxy shall also automatically terminate if the maker or any co-owner is present at the meeting. No proxy shall be valid for more than eleven (11) months.

F. Business at Annual Meeting. The business of the annual meeting shall be to hear a report on the activities of the Architectural Committee during the past year, to hear a report on the finances of Greens 19, to elect the three members and alternates of the Architectural Committee for the ensuing year, and such other business as is appropriate.

G. Alternate Architectural Committee Members. The Owners may choose to elect up to three alternate members of the Committee. See Article 4, paragraph E.

H. Special Meetings. Special meetings, if necessary to conduct the affairs of the Owners prior to the next annual meeting, shall be called by the Chair of the Architectural Committee or by any two (2) members, including alternate members, of the Committee. If there is a vacancy, any member of the Committee may call a special meeting of the Owners. [Alternates??]

Written notice of the time and place of the special meeting and the nature of the business to be considered shall be given in the manner prescribed for the notice of regular annual meetings (Article 3, paragraph A), except that notice need be given only seventy-two (72) hours in advance.

#### ARTICLE 4 - CONDUCT OF THE ARCHITECTURAL COMMITTEE

A. Chair. The members of the Architectural Committee shall elect a chair, a recording secretary and a treasurer from its members. One member may hold two but not three positions.

B. Meetings. The chair shall call meetings of the Architectural Committee as necessary or upon the request of either of the other Committee members.

C. Business. The Architectural Committee shall collect fees, maintain common areas, expend monies, enforce the Declaration of Restrictions, and take such other actions as it is empowered to do in the above-reference Declaration of

Restrictions, and the Amendment thereto also referenced above.

D. Necessary Votes to Take Any Action. Action can be taken at a meeting or without a meeting by unanimous written consent. If taken at a meeting, the meeting shall be called upon reasonable written or verbal notice under the circumstances; the vote of two or three members shall be required for action.

E. Alternate Committee Members. An alternate shall serve when a regular member is temporarily away, and action of the Committee is needed before the member's return. The alternate shall have the same rights, powers and duties as the absent member. However, no action can be taken by the Committee unless one regular member serves.

F. Vacancies. If a position on the Architectural Committee becomes vacant due to resignation or death, or to incapacity (as determined by the remaining members) for more than 60 days, or due to transfer of the member's title in the Greens 19 lot, the remaining two members shall select a replacement, by agreement of both, from the list of alternates. If there are no alternates, or no alternate is willing to serve as regular member, then any owner may be selected. If there should be only one member left for any reason, that member shall call a special meeting of the Greens 19 owners, in accordance with the procedures given in ARTICLE 3, paragraph H, above, for the purpose of filling the two vacancies.

Adopted April 14, 1989.

Lois G. Johnson  
Chairman, Architectural Committee

DECLARATION OF RESTRICTIONS

This Declaration of Building Restrictions and Architectural Control, made this 10th day of July, 1967 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 1266 to 1327 inclusive of Bernardo Greens Unit No. 19, according to Map 600S filed in the Office of the County Recorder of San Diego County, 12-8-1967.

WHEREAS, Owner is about to sell and convey some or all of the lots located within said Bernardo Greens Unit No. 19 and before selling or conveying any of said lots. desires to subject all of said lots in said Bernardo Greens Unit No. 19 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 said Owner hereby certifies and declares that it has established and does hereby establish the following general plan for the protection and benefit of all of 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 outbuildings, as permitted from time to time by City Zoning Ordinances.

2. ARCHITECTURAL COMMITTEE. There shall be an Architectural Committee consisting of three(3) persons to be appointed by Owner. Each of said persons so appointed shall be subject to removal of 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 to fill any vacancies therein, then in such event the owner of a majority in a 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.

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 1400 square feet on the ground floor of a one-story building.

6. BALCONIES AND DECKS. No balcony or deck shall be higher above the ground than the second floor level except on written approval of the Architectural Committee.

7. PLANS AND SPECIFICATIONS, ETC. That no building or other structure or improvement shall be commenced upon any of said lots until the location and the complete plans and specifications including the color scheme of each building, fence and/or wall to be erected upon the lot have been approved in writing by the Architectural Committee, and no building shall be located on any lot nearer than the set-back line as shown on the recorded plat. Provided, however, that in the event the Committee fails to approve or disapprove such location, plans and specifications within sixty (60) days after the submission thereof to it, then such approval will not be required, provided any building so to be erected conforms to all other conditions and restrictions herein contained and is in harmony with similar structures, erected within Bernardo Greens Unit No. 19.

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

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

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

Committee, prior to any construction.

11. LOT MAINTENANCE. Each individual lot owner will keep, maintain, water, plant and replant all slope banks located on such 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. All lots abutting on the golf course shall be allowed with Architectural Committee approval in writing, the right to erect a chain link fence on the rear lot line. Said fence to be four feet (4') in height unless a swimming pool is placed in rear yard, and then the fence shall be five feet (5') in height. No solid face fencing will be allowed on the side lot



lines closer than fifteen feet (15') from the rear lot line. The owners of said lots will maintain and keep in good condition and repair all of said fence located on their respective lot lines. If the owners of any of said lots respectively fail or refuse to fully and faithfully comply with, and conform to, the provisions of this paragraph, then Owner shall have the right to enter upon their said lots, respectively, and perform such work as may be necessary to fulfill the provisions of this paragraph and charge the reasonable cost thereof to the owners of the lot upon which such work is performed. No fence, rail or hedge over 36 inches in height shall be placed in front of the set-back line on a lot, as shown on the recorded map of said Bernardo Greens Unit No. 19, and in no event shall any fence, wall (except a retaining wall), rail or hedge be over 72 inches in height elsewhere on the lot except with the prior written consent of the Architectural Committee.

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

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

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

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

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

19. NO SIGNS. That no sign of any kind or for any use or purpose whatsoever shall be erected, posted, pasted, painted or displayed upon any of said lots or upon any building or other structure thereon, without the prior written permission of the Architectural Committee.

20. NO WELLS. That no well for the production of, or from which there is produced water, oil or gas, shall be operated upon

any lot; nor shall any machinery, appliance or structure 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 of drainageway is located.

That each owner of a lot in said tract will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said tract, or that he will make adequate provisions for proper drainage in the event it is

necessary to change the established drainage over his lot. For the purpose hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of said tract was completed by Owner.

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

25. NOTICE OF CLAIM OF BREACH. That the owner, or the Architectural Committee may at any time that it or the Architectural Committee deems a breach of these conditions and restrictions has occurred, execute, acknowledge and record in the Recorder's Office of San Diego County, a Notice of Claim of Breach setting forth the facts of such breach 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; than 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 PARK. Each owner and/or owners of a residential unit in the property above described shall be a regular member of Rancho Bernardo Park, 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 allocable part of the purchase price paid to Owner for such residential unit shall be for the cost of construction of said Rancho Bernardo Park improvements. Each such owner and/or owners are obligated to promptly, fully and faithfully comply with and conform to the By-Laws of Rancho Bernardo Park, and the rules and regulations from time to time prescribed thereunder by the Board of Directors of said corporation or its officers and to promptly pay in full all dues, fees, or assessments levied by said corporation on its members whether such dues, fees or assessments were levied prior or subsequent to the date of acquisition of title except that the purchaser of any such residential unit at a Trustee's Sale on foreclosure or a lender who acquires title by deed in lieu of

foreclosure shall not be liable for any dues, fees or assessments levied prior to such sale or acquisition of title.

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

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

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

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

✓ 32. LEGAL ACTION IN THE EVENT OF BREACH. As to the Owner and the owner or owners of any of said lot or lots, including any bona fide purchaser under contract, the foregoing conditions and restrictions shall operate as covenants running with the land and a breach of any of them, or a continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by Owner or the owner or owners of any lot or lots in Bernardo Greens Unit No. 19, their successors or assigns or by Architectural Committee.

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

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

✓ 35. FAILURE TO COMPLY WITH ORDER OF ARCHITECTURAL COMMITTEE. In the event of the failure of any individual lot owner to comply with a written directive or order from the Architectural Committee, then in such event, the Architectural Committee shall



have the right and authority to perform the subject matter of such directive or order and the cost of such performance shall be charged to the owner of the lot in question and may be recovered by the Architectural Committee in an action at law against such individual lot owner.

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

By \_\_\_\_\_

STATE OF CALIFORNIA       )  
                                  )   SS  
COUNTY OF SAN DIEGO     )

On July 31, 1967, 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 and and  
for said County and State

DOC # 1994-0738008  
29-DEC-1994 12:19 PM

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

DONALD P. LA ROQUE G.H. JOHNSON  
Attorney-at-Law 17395 GRANDE PL.  
11770-Bernardo-Blvd.-G2-3280  
San Diego, CA 92128

1859

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY SMITH, COUNTY RECORDER

RF:	12.00	FEES:	28.00
RF:	15.00		
RF:	1.00		

#### EXTENSION OF DECLARATION OF RESTRICTIONS

This Extension Of Declaration Of Restrictions is made on December 29, 1994. It extends the conditions and restrictions contained in that certain Declaration Of Restrictions dated July 10, 1967, that was recorded in the Recorder's Office of San Diego County, California, on December 8, 1967 at Document 193751, and amended by a First Amendment To Declaration Of Restrictions dated April 16, 1968 that was recorded in the Recorder's Office of San Diego County, California, on June 17, 1968 at Document No. 101366. Said Declaration Of Restrictions as amended by said First Amendment To Declaration Of Restrictions are hereinafter referred to collectively as the "Amended Declaration".

#### RECITALS

A. This Extension Of Declaration Of Restrictions covers that certain real property located in the City of San Diego, County of San Diego, California, more particularly described as:

Lots 1266 to 1327 inclusive of Bernardo Greens Unit No. 19, according to Map 600S filed in the Office of the County Recorder of San Diego County, 12-8-1967.

B. The Amended Declaration provides that the conditions and restrictions included in it may be extended by a writing in which the owners of a majority of the lots subject to it agree that the conditions and restrictions shall continue after January 2, 1995 for a further specified period of time, provided that the writing is executed and recorded at any time within six months prior to January 2, 1995. The Amended Declaration provides further that the agreement extending the conditions and restrictions may include provisions for the further extension of the restrictions and conditions.

C. Owners of at least a majority of the lots subject to the Amended Declaration have signed the Agreement To Extension Of Declaration Of Restrictions attached hereto as Exhibit "A".

1860

D. The undersigned Architectural Committee established under the Amended Declaration wish to record this Extension Of Declaration Of Restrictions to extend the conditions and restrictions contained in the Amended Declaration to January 2, 2005, and to allow for further extensions of the restrictions and conditions contained in the Amended Declaration.

NOW, THEREFORE, the conditions and restrictions contained in the Amended Declaration are extended as provided in the attached Agreement To Extension Of Declaration Of Restrictions, as follows:

1. The conditions and restrictions contained in the Amended Declaration are extended to January 2, 2005.

2. Each and all of the conditions and restrictions contained in the Amended Declaration shall terminate on January 2, 2005, unless they are further extended by a document recorded within six months prior to January 2, 2005, in the manner provided in Paragraph 24 of the Amended Declaration.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Architectural Committee established under the Amended Declaration, have executed this Extension Of Declaration Of Restrictions on the date first set forth above.

*John M. Wanner Jr.*  
JOHN M. WANNER JR.  
*Michael D. Johnson*  
MICHAEL D. JOHNSON  
*Keith G. Leachman*  
KEITH G. LEACHMAN

///  
///  
///  
///  
///  
///  
///  
///  
///  
///  
///

1861

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

On December 28, 1994, before me, Linda Shurtz, a  
Notary Public, a Notary Public, personally  
 appeared Keith G. Leachman, Gerald H. Johnson and John M. Werner, JR  
 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.

Signature Linda Shurtz (SEAL)



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

On \_\_\_\_\_, 199\_\_\_\_, before me, \_\_\_\_\_  
 appeared \_\_\_\_\_, a Notary Public, personally  
 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.

Signature \_\_\_\_\_ (SEAL)

## EXHIBIT "A"

1862

AGREEMENT  
TO  
EXTENSION OF DECLARATION OF RESTRICTIONS

The undersigned owners of lots included in Bernardo Greens Unit No. 19, according to Map 6008 filed in the Office of the County Recorder of San Diego County on December 8, 1967, hereby agree to extend in their entirety the conditions and restrictions contained in the Declaration Of Restrictions dated July 10, 1967, and recorded in the Recorder's Office of San Diego County, California on December 8, 1967, at Document No. 193751, as amended by the First Amendment To Declaration Of Restrictions dated April 16, 1968, and recorded in the Recorder's Office of San Diego County, California, on June 17, 1968 at document No. 101366.

We further agree to extend said conditions and restrictions to January 2, 2005.

We further agree that each and all of the conditions and restrictions contained in said Declaration of Restrictions as amended shall terminate on January 2, 2005, unless they are further extended within six months prior to January 2, 2005, in the manner provided in Paragraph 24 of said Declaration of Restrictions.

Signature

Signature (if co-owner)

Address

Lot #

Signature

Signature (if co-owner)

Address

Lot #

Signature

Signature (if co-owner)

Address

Lot #

Signature

Signature (if co-owner)

Address

Lot #

L.B. Kilman Trust  
Signature  
L.B. Kilman Trust  
Signature (if co-owner)

17371 Grandee Pl.  
Address

Lot # 1272

William D. Lakeman  
Signature  
Erna B. Lakeman  
Signature (if co-owner)

17395 Grandee Place  
Address

Lot # 1275

Felton J. Lyster  
Signature  
Marilyn Lyster  
Signature (if co-owner)

17337 Grandee Pl.  
Address

San Diego CA 92128  
Lot # 1268

J. Eugene Dickinson  
Signature  
Josephine L. Dickinson  
Signature (if co-owner)  
12478 Calista Way  
Address  
San Diego 92128  
Lot # 1281

1866  
Mark D. Olson  
Signature  
Mark D. Olson  
Signature (if co-owner)  
12458 Calista Way  
Address  
San Diego CA 92128  
Lot # 1283

Margaret R. Truand  
Signature

Signature (if co-owner)  
12428 Calista Way  
Address  
San Diego 92128  
Lot # 1284

Harry H. Buscoe  
Signature

Signature (if co-owner)  
12378 Grandee  
Address  
San Diego Ca 92128  
Lot # 1279

L. L. Jaur  
Signature  
Anna L. Jones  
Signature (if co-owner)  
12415 Grandee Rd.  
Address  
San Diego, Ca. 92118  
Lot # 1307

R. D. Smyth  
Signature  
R. D. Smyth  
Signature (if co-owner)  
12461 Grandee Rd.  
Address  
S.D.  
Lot # 1303

John M. Werner  
Signature  
John M. Werner  
Signature (if co-owner)  
12449 GRANDER Rd  
Address  
San Diego CA 92129  
Lot # 1304

Signature  
Signature (if co-owner)  
Address  
Lot #

1865

Signature Paul E. Deesball  
 Signature (if co-owner) Arta Weisbaum  
 Address 17329 Grandee Pl.  
 Lot # 1267

Signature John A. Mc Conahay  
 Signature (if co-owner) Mary M. Mc Conahay  
 Address 12497 Conquistador Way  
 Lot # 1327

Signature \_\_\_\_\_  
 Signature (if co-owner) Mary Hardy Reese  
 Address 12389 Conquistador  
 Lot # 1317

Signature Herman R. Cassady  
 Signature (if co-owner) Donna M. Cassady  
 Address \_\_\_\_\_  
 Lot # 1315

Signature Bill Wilson  
 Signature (if co-owner) Linda Wilson  
 Address 12365 Conquistador Wy.  
 Lot # 1314

Signature Angela J. Connolly  
 Signature (if co-owner) \_\_\_\_\_  
 Address 12377 Grandee Rd.  
 Lot # 1311

Signature George P. Lane  
 Signature (if co-owner) Ann G. Lane  
 Address 12434 Grandee Rd.  
 Lot # 1294

Signature Frederick W. Hato Jr.  
 Signature (if co-owner) Angie E. Hato  
 Address 12437 Grandee Rd.  
 Lot # 1305



1864

William S. Steger  
Signature  
Maggie L. Steger  
Signature (if co-owner)  
12384 Grandee Rd  
Address  
1288  
Lot #

David J. Keeney  
Signature  
Margaret M. Keeney  
Signature (if co-owner)  
12425 Grandee Rd  
Address  
1306  
Lot #

W. May  
Signature  
Boris M. May  
Signature (if co-owner)  
12405 Grandee Rd  
Address  
1308  
Lot #

Arthur J. Trileas  
Signature  
Edna M. Trileas  
Signature (if co-owner)  
12385 Grandee Road  
Address  
1310  
Lot #

Robert R. Sargent  
Signature  
Opal S. Sargent  
Signature (if co-owner)  
12468 Grandee Rd  
Address  
1296  
Lot #

Madeline Grijokovic  
Signature  
Gregorio Grijokovic  
Signature (if co-owner)  
12395 GRANDER RD  
Address  
1309  
Lot #

Annette M. Ingles  
Signature  
Signature (if co-owner)  
12488 Calista W.  
Address  
1280  
Lot #

Memher George  
Signature  
Susan C.  
Signature (if co-owner)  
12473, GRANDEE ROAD  
Address  
1302  
Lot #

John C. Westbury  
Signature  
Rosemary Weather  
Signature (if co-owner)  
12498 Grandee Rd  
Address  
Lot # 1299

James Johnson  
Signature  
Signature (if co-owner)  
12452 Grandee Rd.  
Address  
1297  
Lot #

Carolyn H. Lachman  
Signature  
Signature (if co-owner)  
12426 Grandee Rd.  
Address  
1293  
Lot #

J.R. Shelton  
Signature  
Susan Shelton  
Signature (if co-owner)  
12410 Grandee Rd  
Address  
SAN DIEGO, CA 92128  
Lot # 1291

1803  
C.W. Williams  
Signature  
Timothy H. Simmons  
Signature (if co-owner)  
12485 Grandee Road  
Address  
1301  
Lot #

One Matt Johnson  
Signature  
Wilhelmina Johnson  
Signature (if co-owner)  
12450 Grandee Rd.  
Address  
1295  
Lot #

Carolyn Rier  
Signature  
Signature (if co-owner)  
12418 Grandee Road  
Address  
1292  
Lot #

Charles H. White  
Signature  
Julian R. White  
Signature (if co-owner)  
12402 Grandee Road  
Address  
SAN DIEGO, CA 92125  
Lot # 1290

RECORDING REQUESTED BY

893 227  
3-10

AND WHEN RECORDED MAIL TO

RANCHO B. HOMES, INC.  
12425 Rancho Bernardo Road  
San Diego, California

FILE/PAGE No. 152306  
RECORDED REQUEST OF  
TITLE INSURANCE & TRUST CO.  
SEP: 4 9:00 AM '68  
SERIES 9 BOOK 1968  
OFFICIAL RECORDS  
SAN DIEGO COUNTY, CALIF.  
A. S. GRAY, RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TR-125 10-67 B

PARTIAL RECONVEYANCE

176692

UNITED CALIFORNIA BANK, a corporation, as trustee or successor Trustee under Deed of Trust dated December 6, 1967, made by

Rancho Bernardo Homes, Inc.

and recorded January 3, 1968 as Series No. 9 in book 1968, page 1516 of Official Records of San Diego County, California, has received from Beneficiary thereunder a written request to reconvey that portion hereinafter particularly described of the real property covered by said Deed of Trust.

In accordance with said request and the provisions of said Deed of Trust, UNITED CALIFORNIA BANK, as Trustee, does hereby reconvey, without warranty, to THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, the real property situated in San Diego County, State of California, described as:

Lot 1289 of Bernardo Greens Unit No. 19, in the City of San Diego, County of San Diego, State of California, according to Map No. 6008 filed in the Office of the County Recorder of San Diego County, December 8, 1967.

The remaining property mentioned in said Deed of Trust shall continue to be held by said Trustee under the terms thereof and this reconveyance shall not affect the personal liability of any person for the unpaid portion of the indebtedness mentioned as secured thereby.

In witness whereof, UNITED CALIFORNIA BANK, as Trustee, has caused its corporate name to be signed hereto by its duly authorized officer this date

June 7, 1968

UNITED CALIFORNIA BANK, AS TRUSTEE

STATE OF CALIFORNIA  
COUNTY OF Los Angeles

By: *[Signature]*

Authorized Signature

On this 7th day of June  
A. H. Thomsen

1968, before me, the undersigned, a Notary Public in and for said State, personally appeared the corporation that executed the within instrument as Trustee, and known to me to be the person who executed the same on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same as Trustee, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

Assistant Vice President

WITNESS my hand and official seal.

Signature

Type or  
print name

LAURENCE J. ZWISCHN

My Commission Expires June 12, 1972  
Notary Public in and for said State



No. 152306

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

DONALD W. SCHMIDT  
12415 GRANDEE ROAD  
SAN DIEGO, CA 92128

THE ORIGINAL OF THIS DOCUMENT  
WAS RECORDED ON DEC 16, 2004  
DOCUMENT NUMBER 2004-1185237  
GREGORY J. SMITH, COUNTY RECORDER  
SAN DIEGO COUNTY RECORDER'S OFFICE  
TIME: 2:59 PM

---

EXTENSION OF DECLARATION OF RESTRICTIONS

This Extension of Declaration of Restrictions is made on December 17, 2004. It extends the conditions and restrictions contained in that certain Declaration of Restrictions dated July 10, 1967, that was recorded in the Recorder's Office of San Diego County, California, on December 8, 1967 at Document No. 193751, and amended by a first Amendment To Declaration of Restrictions dated April 16, 1968 that was recorded in the Recorder's Office of San Diego County, California, on June 17, 1968 at Document No. 101366, the Extension of Declaration of Restrictions dated December 28, 1994, and recorded in the Recorder's Office of San Diego County, California on December 29, 1994 at Document No. 1994-0738008, as amended by the Second Amendment to Declaration of Restrictions dated March 29, 2001, and recorded in the Recorder's Office of San Diego, California on March 29, 2001 at Document No. 2001-0186041. Said Declaration of Restrictions as amended by the First and Second Amendments and the Extensions thereto are hereinafter referred to collectively as the "Amended Declaration".

RECITALS

- A. This Extension of Declaration of Restrictions covers that certain real property located in the City of San Diego, County of San Diego, California, more particularly described as:

Lots 1266 to 1327 inclusive of Bernardo Greens Unit No. 19, according to Map 6008 filed in the Office of the County recorder of San Diego County, 12-8-67.

- B. The Amended Declaration provides that the conditions and restrictions included in it may be extended by a writing in which the owners of a majority of the lots subject to it agree that the conditions and restrictions shall continue after January 2, 2005 for a further specified time within six months prior to January 2, 2005.

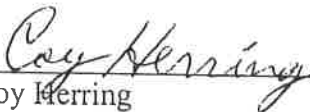
The Amended Declaration provides further that the agreement extending the conditions and restrictions may include provisions for the further extension of the restrictions and conditions.

- C. Owners of at least a majority of the lots subject to the Amended Declaration have signed the Agreement to Extension of Declaration of Restrictions attached hereto as Exhibit "A".
- D. The undersigned Architectural Committee established under the Amended Declaration wish to record this Extension of Declaration of Restrictions to extend the conditions and restrictions contained in the Amended Declaration to January 2, 2015 and to allow for automatic extensions of ten years each unless terminated earlier by the manner described in the Amended Declaration.


NOW, THEREFORE, the conditions and restrictions contained in the Amended Declaration are extended as provided in the attached Agreement to Extension of Restrictions as follow:

- 1. The conditions and restrictions contained in the amended Declaration are extended to January 2, 2015, and shall automatically be extended for ten year terms unless terminated earlier by the manner described in the Amended Declaration.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Architectural Committee established under the amended Declaration, have executed this Extension of Declaration of Restriction on the date set forth above.

  
Coy Herring

  
William Withers

  
Donald Schmidt

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

On December 14, 2004, before me, Jennifer Henning, a Notary Public, personally appeared

Cay Herring, William Withers, Donald Schmidt  
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 seal.

Signature

Jenl Henning

(SEAL)



**EXHIBIT "A"**  
**AGREEMENT**  
**TO**  
**EXTENSION OF DECLARATION OF RESTRICTIONS**

The undersigned owners of lots included in Bernardo Greens Unit No. 19, according to Map 6008 filed in the Office of the County Recorder of San Diego County on December 8, 1967, hereby agree to extend in their entirety the Declaration of Restrictions dated July 10, 1967, and recorded in the Recorder's Office of San Diego County, California on December 8, 1967, Document No. 193751, as amended by the First Amendment to Declaration of Restrictions dated April 16, 1968, and recorded in the Recorder's Office of San Diego County, California on June 17, 1968, Document No. 101366, the Extension of Declaration of Restrictions dated December 28, 1994, and recorded in the Recorder's Office of San Diego County, California on December 29, 1994, Document No. 1994-0738008, as amended by the Second Amendment to Declaration of Restrictions dated March 29, 2001, and recorded in the Recorder's Office of San Diego County, California on March 29, 2001, Document No. 2001-0186041, in the following particulars:

The Owners further agree that each and all of the conditions, codes, and restrictions contained in said Declaration of Restrictions as amended shall remain in effect for a term of 10 years from the date this Extension of Declaration of Restrictions is recorded, after which time said Declaration of Restrictions shall be extended automatically for successive periods of 10 years each, unless modified in accordance with paragraph 24 and/or amended in accordance with paragraph 33 of said Declaration of Restrictions.

Cay K. Herring  
Signature

Betty A. Herring  
Signature (if co-owner)

CAY & BETTY HERRING  
Print Name

12434 GRANDEE ROAD  
Address

Lot # 1292

Carol Cavanaugh  
Signature

Carol Cavanaugh  
Signature (if co-owner)

Richard F. Cavanaugh  
Print Name

17378 Grandee Pl  
Address

Lot # 1277

Loren W. Schuepfer  
Signature

LOREN W. SCHUEPFER  
Signature (if co-owner)

Loren W. Schuepfer  
Print Name

17378 GRANDEE PLACE  
Address

Lot # 1279

David C. Cing  
Signature

Christen T. Cing  
Signature (if co-owner)

CHRISTEN T. CING  
Print Name

12468 Cheta Way  
Address

Lot # 1282

EXHIBIT "A"

AGREEMENT  
TO  
EXTENSION OF DECLARATION OF RESTRICTIONS

Tilden T. Loftis  
Signature

Marnie H. Loftis  
Signature (if co-owner)

Tilden T. Loftis  
Print Name

17337 Grandee Place  
Address

Lot # 1268

Carol A. Withers  
Signature

CA  
Signature (if co-owner)

William & Carol Withers  
Print Name

17377 Grandee Place  
Address

Lot # 1273

Benedictus  
Signature

Patricia Hickerson  
Signature (if co-owner)

Fifth & Birser Urupine  
Print Name

17387 Grandee Place  
Address

Lot # 1274

Sc. Fisher  
Signature

AM  
Signature (if co-owner)

Stephen & Amanda Fisher  
Print Name

12458 Calista Way  
Address

Lot # 1283

John D. Rauch, Co-Trustee  
Signature

N/A  
Signature (if co-owner)

John D. Rauch  
Print Name

12431 Conquistador Way  
Address

Lot # 1322

Gene Hickerson  
Signature

Josephine Hickerson  
Signature (if co-owner)

Gene Hickerson  
Print Name

12478  
Address

Lot # 1281



EXHIBIT "A"

AGREEMENT  
TO  
EXTENSION OF DECLARATION OF RESTRICTIONS

Arlene V. Lund  
Signature

N/A  
Signature (if co-owner)

ARLENE LUND  
Print Name

17329 Grandee Place  
Address

Lot # 1267

Danielle Collins  
Signature

R Collins  
Signature (if co-owner)

ROBERT & DANIELLE COLLINS  
Print Name

12475 Conquistador  
Address

Lot # 1325

Dorothy Vizard  
Signature

N/A  
Signature (if co-owner)

DOROTHY L. VIZARD  
Print Name

12459 Conquistador Way  
Address

Lot # 1324

Peter & Eileen M. Eaton  
Signature

Peter & Eileen M. Eaton  
Signature (if co-owner)

Peter & Eileen Eaton  
Print Name

17395 Grandee Place  
Address

Lot # 1275

John F. Wilson  
Signature

Sarahbeth Wilson  
Signature (if co-owner)

JOHN F. WILSON  
Print Name

12393 Conquistador Way  
Address

Lot # 1318

John W. Gorman  
Signature

Patty Gorman  
Signature (if co-owner)

JOHN W. GORMAN  
Print Name

12405 Conquistador Way  
Address

Lot # 1320

EXHIBIT "A"

AGREEMENT  
TO  
EXTENSION OF DECLARATION OF RESTRICTIONS

Robert R. Sargent  
Signature  
Janice Sargent  
Signature (if co-owner)  
Robert R. JANICE SARGENT  
Print Name  
12469 GRANDEE RD  
Address  
Lot # 1296

William H. Allen  
Signature  
Susan G. Allen  
Signature (if co-owner)  
William H. & Susan G. Allen  
Print Name  
12417 CONQUISTADOR WAY  
Address  
Lot # 1321

Adelito M. Gale  
Signature  
Ann B. Gale  
Signature (if co-owner)  
Adelito M. GALE  
Print Name  
17361 Grandee Place  
Address  
Lot # 1271

West Fato  
Signature  
Jennifer E. Fato  
Signature (if co-owner)  
West Fato Jennifer Fato  
Print Name  
12437 Grandee Rd  
Address  
Lot # 1305

Susan Shelton  
Signature  
Joseph Shelton  
Signature (if co-owner)  
Susan Shelton / Joseph Shelton  
Print Name  
12410 Grandee Rd.  
Address  
Lot # 1289

Angela S. Connolly  
Signature  
ANGELA S. CONNELLY  
Signature (if co-owner)  
Print Name  
12377 GRANDEE RD.  
Address  
Lot # 1311

EXHIBIT "A"

AGREEMENT  
TO  
EXTENSION OF DECLARATION OF RESTRICTIONS

[Signature]  
Signature

Evelyn Leachman  
Signature (if co-owner)

Keith - Evelyn Leachman  
Print Name

12456 Grandee Road  
Address

Lot # 1291

Carol G. Hughes  
Signature

Jeffrey Wayne Hughes  
Signature (if co-owner)

Wayne and Carol Hughes  
Print Name

12442 Grandee Road  
Address

Lot # 1293

Racelle Pastore  
Signature

Diane A Pastore  
Signature (if co-owner)

ROBERT C. PASTORE  
Print Name

Diane A Pastore  
Address

Lot # 1302

Marci Abraham  
Signature

Tracey Abraham  
Signature (if co-owner)

Marci Abraham, Tracey Abraham  
Print Name

17388 Grandee Place  
Address

Lot # 1278

J S R C  
Signature

Signature (if co-owner)

Herman Casdorff  
Print Name

12377 Conquistador Way  
Address

Lot # 1315

Dale D Dinsmore  
Signature

Barbara Dinsmore  
Signature (if co-owner)

DALE & BARBARA DINSMORE  
Print Name

17345 GRANDEE PLACE  
Address

Lot # 1269

EXHIBIT "A"

AGREEMENT  
TO  
EXTENSION OF DECLARATION OF RESTRICTIONS

Annette M. Ingles  
Signature

Signature (if co-owner)

Annette M. Ingles  
Print Name

12488 Caleta Way  
Address

Lot # 1280

David Keeney  
Signature

Margaret Keeney  
Signature (if co-owner)

David Keeney, Margaret Keeney  
Print Name

12425 Grandee Road  
Address

Lot # 1306

Howard J. Kilzer  
Signature

Pat J. Kilzer  
Signature (if co-owner)

Howard Kilzer, Pat Kilzer  
Print Name

12460 Grandee Road  
Address

Lot # 1295

Marion E. McVay  
Signature

Herbet F. McVay  
Signature (if co-owner)

HERBET + MARION McVAY  
Print Name

12485 CONQUISTADOR WAY  
Address

Lot # 1326

Richard D. Brunzell  
Signature

Carol J. Brunzell  
Signature (if co-owner)

RICHARD D. BRUNZELL, CAROL J. BRUNZELL  
Print Name

12445 CONQUISTADOR WAY  
Address

Lot # 1323

Signature

Margaret Beaumont  
Signature (if co-owner)

MEG BEAUMONT (MARGARET)  
Print Name

17357 GRANDEE PL  
Address

Lot # 1270

EXHIBIT "A"

AGREEMENT  
TO  
EXTENSION OF DECLARATION OF RESTRICTIONS

Jacqueline Walter  
Signature

Larry Walter  
Signature (if co-owner)

Jacqueline Walter  
Print Name

12450 Grandee Rd.  
Address

Address

Lot # 1294

Bruce Genderline  
Signature

Elizabeth Genderline  
Signature (if co-owner)

BRUCE BETH GENDERLINE  
Print Name

12402 GRANDEE RD  
Address

Address

Lot # 1288

Satya Prakash  
Signature

Mridula Prakash  
Signature (if co-owner)

SATYA PRAKASH  
Print Name

MRIDULA PRAKASH  
Print Name

12369 GRANDEE RD. SAN DIEGO  
Address

Address

CA 92128  
Lot # 1313

Bahm Mh  
Signature

Susan Manesh  
Signature (if co-owner)

BEN & SUSAN MANESH  
Print Name

12445 GRANDEE RD  
Address

Address

Lot # 1309

Alan B Gilbert  
Signature

Donna Gilbert  
Signature (if co-owner)

DONNA GILBERT  
Print Name

12394 GRANDEE  
Address

Address

Lot # 1287

Louann Sylvester  
Signature

Donna Gilbert  
Signature (if co-owner)

LOUANN SYLVESTER  
Print Name

12373 GRANDEE RD  
Address

Address

Lot # 1312

EXHIBIT "A"

AGREEMENT  
TO  
EXTENSION OF DECLARATION OF RESTRICTIONS

Lee Oleson  
Signature  
Marlene Oleson  
Signature (If co-owner)  
Lee & Marlene Oleson  
Print Name  
12405 GRANDEE RD  
Address  
Lot # 1308  
Larry Kress  
Signature  
Larry Kress  
Signature (If co-owner)  
LARRY KRESS  
Print Name  
12449 GRANDEE ROAD  
Address  
Lot # 1304  
Charlotte E. Jacobs  
Signature  
—  
Signature (If co-owner)  
Charlotte E. Jacobs.  
Print Name  
12488 Grandee Rd  
Address  
Lot # 1298

Donald W. Schmidt  
Signature  
Patricia F. Schmidt  
Signature (If co-owner)  
DONALD & PATRICIA SCHMIDT  
Print Name  
12415 GRANDEE RD.  
Address  
Lot # 1307  
Holly L. Petres  
Signature  
Holly L. Petres  
Signature (If co-owner)  
Holly L. Petres  
Print Name  
12485 Grandee Rd  
Address San Diego CA 92128  
Lot # 1301  
L.M. Reyno  
Signature  
John M. Reyno  
Signature (If co-owner)  
L.M. REYNO  
Print Name  
12478 GRANDEE RD  
Address  
Lot # 1297

EXHIBIT "A"

AGREEMENT  
TO  
EXTENSION OF DECLARATION OF RESTRICTIONS

Signature

Signature (if co-owner)

YANG SOP JANG

Print Name

12385 Grandee Rd

Address

Lot # 1310

Signature

Signature (if co-owner)

Herbert Martin

Print Name

12376 Grandee Rd

Address

Lot # 1285

Signature

SALLIE F. ADEN

Signature (if co-owner)

Print Name

12418 GRANDEE RD

Address

Lot # 1290

Signature

Signature (if co-owner)

WILLIAM E STEGER

Print Name

12354 GRANDEE RD

Address

Lot # 1284

Signature

Signature (if co-owner)

SCraig Weatherway

Print Name

12448 Grandee Rd.

Address

Lot # 1299

Signature

Signature (if co-owner)

Print Name

Address

Lot #

EXHIBIT "A"

AGREEMENT  
TO  
EXTENSION OF DECLARATION OF RESTRICTIONS

Signature

Signature (if co-owner)

ALI Y GOLJI JAFARZADE

Print Name

17389 Conquistador way

Address

Lot # 1317

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

John D. McKellar

Print Name

17369 Grandee Place

Address

Lot # 1272

Signature

Signature (if co-owner)

ELISSA LABARRIE

Print Name

17321 Grandee Place

Address

Lot # 1266

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #



Map No. 6008

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS made this 16th day of April, 1968 by RANCHO BERNARDO HOMES, INC., a California corporation, hereinafter called "Owner", amends that certain Declaration of Restrictions dated July 10, 1967 made by Owner, all as hereinafter more fully set forth:

W I T N E S S E T H:

WHEREAS, Owner did heretofore under date of July 10, 1967 make a certain Declaration of Restrictions which was, thereafter recorded in the Recorder Office of San Diego County, California on December 8, 1967, Document No. 193751; and

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

Lots 1266 to 1327, inclusive, of Bernardo Greens Unit No. 19, according to Map 6008, filed in the Office of the County Recorder of San Diego County, December 8, 1967,

hereinafter referred to as Parcel "A"; and

WHEREAS, Owner is the present owner of all of the lots located in said Parcel "A"; and

WHEREAS, said Declaration of Restrictions provides that the same may be amended by an instrument in writing signed by the owner of seventy-five per cent (75%), or more, of said Lots located in said Parcel "A"; and

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

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

1. There is hereby added to said Declaration of Restrictions the following new paragraph:

"37. CONSTRUCTION, MAINTENANCE, ETC. OF CERTAIN IMPROVEMENTS. Owner will construct, at Owner's expense, entrance-way type of improvements on the real property located in the City of San Diego, County of San Diego, State of California, described on Exhibit "A" attached hereto and made a part hereof. Also Owner will landscape and plant, at Owner's expense the real property located in the City of San Diego, County of San Diego, State of California, described on Exhibit "B" attached hereto and made a part hereof. Owner will maintain said improvements and said planted areas until November 1, 1968. Thereafter, said Architectural Committee shall cause to be maintained, repaired, replaced and kept in a good and sightly condition said improvements and said planted areas for the duration of this Declaration of Restrictions. Each owner of a lot in said Parcel "A" shall pay his prorata share of the cost incurred by the Architectural Committee in the performance of the said work to be performed by the

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

End (2) (5 pages)

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 Parcel "A" 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 \$2.50 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 \$2.50 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 Owner."

2. There is hereby added to Paragraph 2 of said Declaration of Restrictions the following sentence:

"After four (4) years have expired from the date hereof, or after 90% of the living units in Bernardo Greens Unit No. 19 have been sold, whichever event shall first occur, the owners of a majority in number of the living units 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. Except as hereinabove expressly modified, said Declaration of Restrictions is hereby in all respects reaffirmed.

IN WITNESS WHEREOF, RANCHO BERNARDO HOMES, INC., Owner, has signed this instrument the day and year first hereinabove written.

RANCHO BERNARDO HOMES, INC.

By: /s/ Robert A. Oakes  
Assistant Secretary

(SEAL)

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

On June 12, 1968, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert A. Oakes, 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.

/s/ Betty J. Yurkovich  
Notary Public in and for said  
County and State

PARCEL 1:

An easement 2' in width across a portion of Rancho San Bernardo R of S 6081 lying westerly, southwesterly, and southerly of the following described line. Commencing at the northeasterly corner of Bernardo Greens # 18, Map 5985 recorded 31 October 1967, thence N 7°15'29" E, 227.91' along the westerly line of Pomerado Road to the True Point of Beginning, thence N 7°15'29" E, 20.00' thence along a tangent curve with a radius of 20', concave southwesterly with a central angle of 90°06'46" length, 31.46', thence tangent N 82°51'17" W, 132.08' thence along a tangent curve with an angle of 15°06'19" concave northerly with a radius of 330' length 87.00'.

An area 5.5' in width lying easterly, northeasterly and northerly of the above described easement.

PARCEL 2:

An easement 2' in width across a portion of Rancho San Bernardo R of S, 6081 lying northerly and westerly along the following described line. Beginning at the southeast corner of Lot 1266, Bernardo Greens #19, Map 6008 recorded 8 December 1967 which is the True Point of Beginning thence along a curve with a radius of 270' concave northerly with a central angle of 3°46'36" length 17.80' thence tangent S 82°51'17" E, 132.27' thence along a tangent curve with a radius of 20' concave northeasterly with a central angle of 89°53'14" length 31.38' thence tangent N 17°15'29" E a distance of 20.00'.

An area 5.5' in width lying southerly, southeasterly, and easterly of the above described easement.

PARCEL 3:

An easement 2' in width across a portion of Rancho San Bernardo R of S 6081 lying southerly of the following described line. Commencing at the northerly corner of Lot 373 Bernardo Greens #3 Map 5762 recorded 27 July 1966 which is the true point of beginning thence N 63°26'41" E thence along a tangent curve with a radius of 270' concave southeasterly through a central angle of 4°26'36", length 20.94' thence tangent N 67°53'17" E, 71.61' thence along a tangent curve with a radius of 330' concave northwesterly through a central angle of 13°08'53", 75.73 to the most northwesterly corner of Lot 1313, Bernardo Green # 19, Map 6008 recorded 8 December 1967.

In addition to and in conjunction with this above described easement an additional easement over, along and across Rancho San Bernardo R of S 6081 described as follows: continuing from the terminus of the last described point, thence radial therefrom S 35°15'36" E, 37.71' to the most southwesterly point of Lot 1313 Bernardo Greens # 19, Map

Map No. 6008

6008 recorded 8 December, 1967, thence along the prolongation of the southerly boundary of Bernardo Greens #19, Map 6008 recorded 8 December 1967 to its interception with the above described easement.

An area 5.5' in width lying northerly of above described easement.

PARCEL 4:

An easement 2' in width across a portion of Rancho San Bernardo R of S 6081 lying northerly of the following described line. Commencing at the most southeasterly corner of Lot 372 Bernardo Greens # 3, Map 5762 recorded 27 July 1966, which is the True Point of Beginning thence N 63°26'41" E, 80.05' thence along a tangent curve with a radius of 330' concave southeasterly through a central angle of 4°26'36", 25.59' thence tangent N 67°53'17" E, 71.61' thence along a tangent curve with a radius of 270' concave northerly through a central angle of 13°08'53", 61.96' to the southeasterly corner of Lot 1285 Bernardo Greens #19 Map 6008 recorded 8 December, 1967.

An area 5.5' in width lying Southerly of the above described easement.

EXHIBIT "A"

28763

ORDER NO.: SD0353894

**EXHIBIT "A"**

**AN EASEMENT AND RIGHT OF WAY FOR ROAD AND PUBLIC UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 3711, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY APRIL 17, 1975 AS FILE NO. 75-089710, OF OFFICIAL RECORDS. LYING WITHIN THE AREA DELINEATED AND DESIGNATED AS "PROPOSED 60 FOOT PRIVATE ROAD EASEMENT.**

**THE ABOVE DESCRIBED EASEMENT IS HEREBY DECLARED TO BE APPURTENANT TO AND FOR THE USE AND BENEFIT OF THE OWNER, HIS HEIRS AND OR ASSIGNS OF THE FOLLOWING DESCRIBED PROPERTY:**

**PARCEL 4 OF PARCEL MAP 3711 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY APRIL 17, 1975, BEING A PORTION OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 18 SOUTH, RANGE 6 EAST, SAN BERNARDINO BASE AND MERIDIAN, BEING IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.**

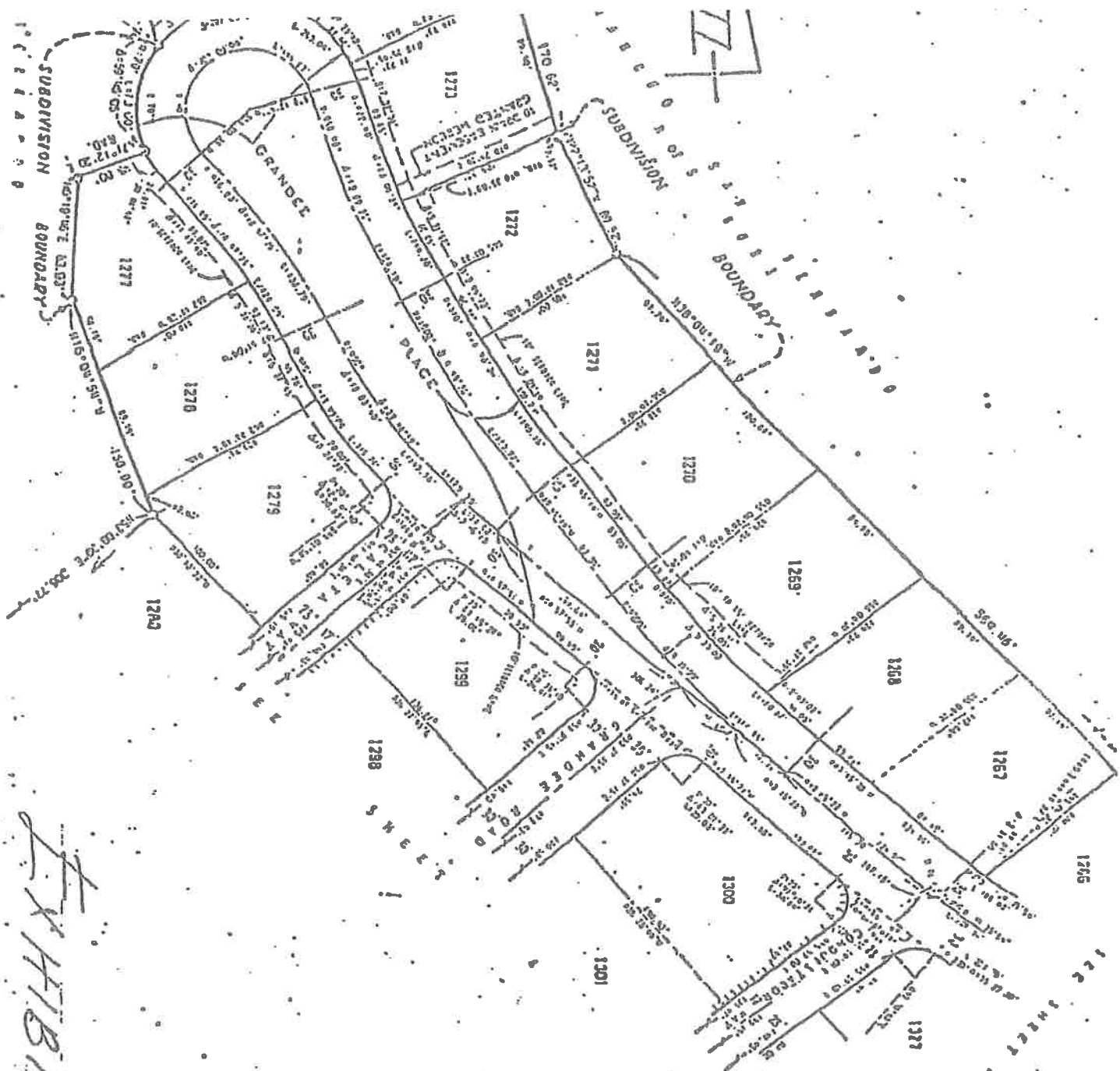


EXHIBIT B  
 11

SHEET 1051

Map No. 6008

That area of public right of way dedicated as Grantee Place on Bernardo Greens No. 19, Map 6008 recorded 8 December 1967 lying between improved section and center curbs westerly from the center line of Grandee Road to the westerly terminus of Grandee Place and opposite Lots 1269 through 1279 and Lot 1299 Bernardo Greens 19 and a portion of Rancho San Bernardo.

EXHIBIT "B"

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

10581

DOC # 2001-0186041

MAR 29, 2001 2:11 PM

SARAH S. RAUCH  
12431 CONQUISTADOR WAY  
SAN DIEGO, CA 92128-2152

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH, COUNTY RECORDER  
FEES: 46.00



2001-0186041

**SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS**

138  
3EON

This SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS is made on March 29, 2001. It amends certain Declaration of Restrictions dated July 10, 1967 that was recorded in the Recorder's Office of San Diego County, California, on December 8, 1967, Document No. 193751, and amended by a First Amendment To Declaration of Restrictions dated April 16, 1968 that was recorded in the Recorder's Office of San Diego County, California, on June 17, 1968, Document No. 101366. Said Declaration of Restrictions as amended by said First Amendment to Declaration of Restrictions are hereinafter referred to collectively as the "Amended Declaration". Said Amended Declaration was extended to January 2, 2005 by the Extension of Declaration of Restrictions recorded in the Recorder's Office of San Diego County, California, on December 29, 1994, Document No. 1994-0738008.

**RECITALS**

A. This Second Amendment to Declaration of Restrictions covers that certain real property located in the City of San Diego, County of San Diego, California, more particularly described as:

Lots 1266 to 1377 inclusive of Bernardo Greens Unit No. 19, according to Map 6008 filed in the Office of the County Recorder of San Diego County on December 8, 1967.

B. The Declaration of Restrictions provides in Paragraph 33. Amendments that these restrictions may be amended at any time by an instrument in writing signed by the Owner of seventy-five (75%) per cent or more of said lots effective upon recording of the same in the Recorder's Office of the County of San Diego, California.

C. Owners of at least seventy-five (75%) per cent of the lots subject to the Amended Declaration have signed the Agreement to Second Amendment To Declaration of Restrictions attached hereto as Exhibit "A".



D. The undersigned individual, Owner of a lot in Bernardo Greens Unit No. 19 established under the Amended Declaration, and signatory of the Agreement to Second Amendment to Declaration of Restrictions, wishes to record this Second Amendment To Declaration Of Restrictions attached hereto as Exhibit "A".

NOW, THEREFORE, the Second Amendment To Declaration Of Restrictions amends the Amended Declaration as follows:

1. Paragraph 13. Fencing is amended by the Agreement to Second Amendment To Declaration Of Restrictions attached hereto as Exhibit "A".
2. Paragraph 38. Views is added by the Agreement to Second Amendment To Declaration Of Restrictions attached hereto as Exhibit "A".

IN WITNESS WHEREOF, The undersigned, Owner of a lot in Bernardo Greens Unit No. 19 established under the Amended Declaration, has executed this Second Amendment To Declaration of Restrictions on the date first set forth above.

Sarah S. Rauch  
Signature  
Sarah S. Rauch  
Print

Subscribed and sworn to before me  
This 29 Day of March 2001

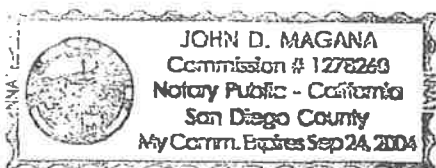
John D. May  
Notary Public Signature

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California 10583  
County of San Diego  
On 8/29/01 before me, John D. Magana, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Sarah Rauch  
Name(s) of Signer(s)

- ☐ personally known to me  
☒ 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.

John D. Magana  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document: Second Amendment To Declaration of Restriction  
Document Date: 03/29/01 Number of Pages: 13  
Signer(s) Other Than Named Above: See Exhibit "A"

## Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer  
Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer  
Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

EXHIBIT "A"

AGREEMENT 10584  
TO  
SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

The undersigned owners of lots included in Bernardo Greens Unit No. 19, according to Map 6008 filed in the Office of the County Recorder of San Diego County on December 8, 1967, hereby agree to amend the Declaration of Restrictions dated July 10, 1967, and recorded in the Recorder's Office of San Diego County, California on December 8, 1967, Document No. 193751, as amended by the First Amendment to Declaration of Restrictions dated April 16, 1968, and recorded in the Recorder's Office of San Diego County, California on June 17, 1968, Document No. 101366, in the following particulars:

1. Paragraph 13. Fencing is amended by the addition of "walls" and replacement of "fifteen feet (15)" with "thirty feet (30'), where practical," to read in entirety:

"13. FENCING. All lots abutting on the golf course shall be allowed with Architectural Committee approval in writing, the right to erect a chain link fence on the rear lot line. Said fence to be four feet (4') in height unless a swimming pool is placed in rear yard, and then the fence shall be five feet (5') in height. No solid fencing or walls will be allowed on the side lot lines closer than thirty feet (30'), where practical, from the rear lot line. The owners of said lots will maintain and keep in good condition and repair all of said fences and walls located on their respective lot lines. If the owners of any said lots respectively fail or refuse to fully and faithfully comply with, and conform to, the provisions of this paragraph, then Owner shall have the right to enter upon their said lots, respectively, and perform such work as may be necessary to fulfill the provisions of this paragraph and charge the reasonable cost thereof to the owners of the lot upon which such work is performed. No fence, rail, or hedge 36 inches in height shall be placed in front of the set-back line on a lot, as shown on the recorded map of said Bernardo Greens Unit No. 19, and in no event shall any fence, wall (except a retaining wall), rail or hedge be over 72 inches in height elsewhere on the lot except with the prior written consent of the Architectural Committee."

2. The following new Paragraph is added:

"38. VIEWS. No structure, fence, or wall shall be erected upon any lot in such height, length, or location as to unreasonably obstruct or diminish views from any other lots. Such view protection shall be considered a right that exists in a contract. Such right to a view, where practical, shall supersede all other allowances, conditions, limitations, requirements, and restrictions specified in Declaration of Restrictions of Bernardo Greens Unit No. 19."

EXHIBIT "A"

AGREEMENT  
TO

10585

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

Sarah S. Rauch  
Signature

Signature (if co-owner)

Sarah S. Rauch  
Print Name

12431 CONQUISTADOR WAY  
Address

1322

Lot #

Lillian C Leaver  
Signature

Signature (if co-owner)

LILLIAN LEAVER  
Print Name

12475 CONQUISTADOR WAY  
Address

1325

Lot #

H.R. Casdorff  
Signature

Signature (if co-owner)

HERMAN CASDORFF  
Print Name

12377 CONQUISTADOR WAY  
Address

1315

Lot #

Herbert E. McVay  
Signature

Marion E. McVay  
Signature (if co-owner)

HERBERT AND MARION E. McVAY  
Print Name

12485 CONQUISTADOR WAY  
Address

1326

Lot #

Louise Sylvester  
Signature

Vernon C. Sylvester  
Signature (if co-owner)

VERNON C. SYLVESTER  
Print Name

12373 GRANDE RD SAN DIEGO CA  
Address

1312

Lot #

Margaret A Kennedy  
Signature

Signature (if co-owner)

MARGARET A KENNEDY  
Print Name

12399 CONQUISTADOR WAY  
Address

1319

Lot #

EXHIBIT "A"

AGREEMENT  
TO  
SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

10586

Dale D Dinsmore  
Signature  
Barbara Dinsmore  
Signature (if co-owner)  
\_\_\_\_\_  
Print Name  
DALE D & BARBARA DINSMORE  
Address  
17345 GRANDEE PLACE  
Lot # 1269

Donna A. Gilbert  
Signature  
\_\_\_\_\_  
Signature (if co-owner)  
Donna A. Gilbert  
Print Name  
12394 GRANDEE RD.  
Address  
1287  
Lot #

Bruce Leachman  
Signature  
\_\_\_\_\_  
Signature (if co-owner)  
GEMBERLING  
Print Name  
12402 GRANDEE RD  
Address  
1288  
Lot #

J.R. Shelton  
Signature  
\_\_\_\_\_  
Signature (if co-owner)  
J.R. SHELTON  
Print Name  
12410 GRANDEE RD  
Address  
1289  
Lot #

H.H. Ries  
Signature  
CAROLYN Carolyn K. Ries  
Signature (if co-owner)  
H.H. RIES  
Print Name  
12418 GRANDEE RD  
Address  
1290  
Lot #

Carolyn Leachman  
Signature  
Keith Leachman  
Signature (if co-owner)  
Evelyn + Keith Leachman  
Print Name  
12426 GRANDEE RD.  
Address  
1291  
Lot #

EXHIBIT "A"

10587

AGREEMENT  
TO  
SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

Joanna A. Lane  
Signature

Signature (if co-owner)

Print Name

JOANNA A. LANE

Address

12434 Grandee Rd.

Lot # 1292

Howard J. Kizer  
Signature

Signature (if co-owner)

Howard J. Kizer

Print Name

12460 Grandee Road

Address

1295

Lot #

Lisa L. Lutz poa Lydia A. Wilson  
Signature

Signature (if co-owner)

Lisa L. Lutz poa Lydia A. Wilson

Print Name

12365 Conquistador Way

Address

1314

Lot #

Charlotte E. Jacobs  
Signature

Signature (if co-owner)

Charlotte E. Jacobs

Print Name

12488 Grandee Rd.

Address

1298

Lot #

John C. Weatherway  
Signature

Rosemary Weatherway

Signature (if co-owner)

John & Rosemary Weatherway

Print Name

12498 Grandee Rd.

Address

1299

Lot #

L.B. Kilman  
Signature

L.B. KILMAN

Signature (if co-owner)

Print Name

17377 Grandee Place

Address

1273

Lot #

EXHIBIT "A"

10588

AGREEMENT  
TO  
SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

Eileen M. Eaton

Signature

Signature (if co-owner)

Eileen M. Eaton

Print Name

17395 Grandee Place

Address

1275

Lot #

Robert H. Sargent

Signature

Signature (if co-owner)

SARGENT, ROBERT

Print Name

12468 GRANDEE RD

Address

1296

Lot #

Jimenez Ulupinar

Signature

Signature (if co-owner)

Jimenez Ulupinar

Print Name

17387 Grandee Pl

Address

1274

Lot #

John D. McKellar

Signature

Signature (if co-owner)

JOHN D. MCKELLAR

Print Name

17369 GRANDEE PLACE

Address

1272

Lot #

Angela S. Connelly

Signature

Signature (if co-owner)

ANGELA S. CONNELLY

Print Name

12377 GRANDEE ROAD

Address

1311

Lot #

Miriam C. Regan

Signature

Signature (if co-owner)

MIRIAM C. REGAN

Print Name

12369 Grandee Rd.

Address

1313

Lot #

EXHIBIT "A"

AGREEMENT

10589

TO

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

Arlene K. Lund  
Signature

Signature (if co-owner)

ARLENE K. LUND

Print Name

17329 GRANDEE PL.  
Address

1267

Lot #

George R. Jones  
Signature

George R. Jones  
Signature (if co-owner)

George R. Jones  
Print Name

12415 Grandee Rd.  
Address

1307

Lot #

Arthur J. Tielens  
Signature

Signature

ARTHUR J. TIELENS

Signature (if co-owner)

Erika M. Tielens

Print Name

TIELENS, ERIKA J.

Address 12385 GRANDEE ROAD

Lot # 1310

James B. Wood  
Signature

Signature

JAMES B. WOOD

Signature (if co-owner)

Print Name

12395 Grandee Rd

Address

1309

Lot #

R.B. Smith  
Signature

Signature

Signature (if co-owner)

R.B. SMITH

Print Name

12497 GRANDEE RD.

Address

1300

Lot #

Ogden  
Signature

Signature

Signature (if co-owner)

Adelito M. Gale

Print Name

17361 Grandee Place

Address

1271

Lot #



EXHIBIT "A"

AGREEMENT  
TO  
SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

10590

  
Signature

Signature (if co-owner)  
Richard F. CAVANAUGH  
Print Name  
17398 GRANDEE RD.  
Address  
1277  
Lot #

  
Signature

Signature (if co-owner)  
J WRIGHT  
Print Name  
17378 GRANDEE, PL.  
Address  
1279  
Lot #

  
Signature

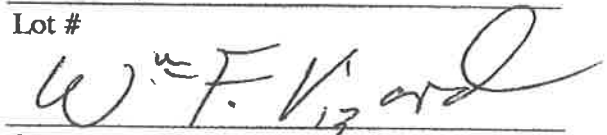
Signature (if co-owner)  
Annette Ingles  
Print Name  
12488 Caleta Way  
Address  
1280  
Lot #

  
Signature

Signature (if co-owner)  
ROBERT PASTORE  
Print Name  
12473 GRANDEE RD.  
Address  
1302  
Lot #

  
Signature

Signature (if co-owner)  
WALTER May  
Print Name  
12405 GRANDEE RD.  
Address  
1308  
Lot #

  
Signature

Signature (if co-owner)  
Wm F. Viard  
Print Name  
12459 Conquistador  
Address  
1324  
Lot #

EXHIBIT "A"

AGREEMENT  
TO

10591

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

EXHIBIT "A"

AGREEMENT  
TO  
SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

10592

Margaret R. Freud  
Signature

Signature (if co-owner)  
MARGARET R. FREUD  
Print Name  
12448 CALETA WAY  
Address  
1284  
Lot #

JoAnne Reyno  
Signature

Signature (if co-owner)  
JOANNE REYNO  
Print Name  
12478 GRANDEE RD  
Address  
1297  
Lot #

Wayne Hughes  
Signature  
Carol Wuburn  
Signature (if co-owner)  
Wayne Hughes  
Print Name  
12442 Glenoee RD  
Address  
1293  
Lot #

[Signature]  
Signature

Signature (if co-owner)  
A. M. [Signature]  
Print Name  
17399 GRANDEE PI  
Address  
1276  
Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

RECORDING REQUESTED BY:

Isaac H. Lassiter, IV

AND WHEN RECORDED MAIL TO:

Isaac H. Lassiter, IV  
1643 Gregory St.  
San Diego, CA 92102

Order No.:

Escrow No.:

A.P.N.: 658-020-40-00

28762

DOC # 2004-0118237

FEB 13, 2004 4:35 PM

OFFICIAL RECORDS

SAN DIEGO COUNTY RECORDER'S OFFICE  
GREGORY J. SMITH, COUNTY RECORDER

FEES: 10.00

OC: NA

SPACE ABC

2004-0118237

EASEMENT GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ 0, (reciprocal easement) CITY TRANSFER TAX IS \$ 0

[ X ] computed on full value of property conveyed, or

[ ] computed on full value less value of liens or encumbrances remaining at time of sale.

[ X ] unincorporated area [ ] City of San Diego, AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Robert C. Walker and Ann C. Walker, Trustees UDT October 23, 1997

Hereby GRANT(s) to

Isaac H. Lassiter, a married man who holds title as a single man

The following described real property in the County of San Diego, State of California:

Please see Exhibit "A" attached hereto and incorporated herein  
by this reference

Date: 12/18/03

STATE OF CALIFORNIA

COUNTY OF San Diego

} ss.

On 12/18/03

before me

A Notary Public in and for said County and State,  
Personally appeared

Robert C. Walker, Trustee  
Ann C. Walker

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,

Signature

Signature of Notary

Commission Expiration Date:

3/22/06

Robert C. Walker  
Robert C. Walker, Trustee

Ann C. Walker  
Ann C. Walker, Trustee



(This area for official notarial seal)

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

DENNIS R. WILL  
12365 CONQUISTADOR WAY  
SAN DIEGO, CA 92128

F8

24P

\$5 MISC

(DI)

1cc

DOC # 2012-0731101



NOV 21, 2012 4:01 PM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
Ernest J. Dronenburg, Jr., COUNTY RECORDER  
FEES: 138.00

PAGES: 24



### THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS

This THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS is made on November 21, 2012. It amends certain Declaration of Restrictions dated July 10, 1967, and recorded in the Recorder's Office of San Diego County, California on December 8, 1967, Document No. 193751, as Amended by the First amendment to the Declaration of Restrictions dated April 16, 1968, and recorded in the Recorder's office of San Diego County, California on June 17, 1968, Document No. 101366, and also Amended by the Second amendment to the Declaration of Restrictions dated March 29, 2001, and recorded in the Recorder's office of San Diego County on March 29, 2001, Document No. 2001-0186041. Said Declaration of Restrictions as amended by said First and Second Amendments to Declaration of Restrictions are hereinafter referred to collectively as the "Amended Declaration". Said Amended Declaration was extended to January 2, 2005 by the Extension of Declaration of Restrictions recorded in the Recorder's Office of San Diego County, California, on December 29, 1994, Document No. 1994-0738008. Said Amended Declaration was extended to January 2, 2015, with conditional automatic extensions for ten year periods thereafter, by the Extension of Declaration of Restrictions recorded in the Recorder's Office of San Diego County, California, on December 16, 2004, Document No. 2004-1185237.

#### RECITALS

- A. This Third Amendment to Declaration of Restrictions covers that certain real property located in the City of San Diego, County of San Diego, more particularly described as:

Lots 1266 to 1327 inclusive of Bernardo Greens Unit No. 19, according to Map 6008 filed in the Office of the County Recorder of San Diego County on December 8, 1967.

- B. The Declaration of Restrictions provides in Paragraph 33. "Amendments. These restrictions may be amended at any time and from time to time by an instrument in writing signed by the Owner of seventy-five per cent (75%) or more of said lots which said written instrument shall become effective upon recording of the same in the Recorder's Office of the County of San Diego, California."
- C. Owners of at least seventy-five per cent (75%) of the lots subject to the Amended Declaration have signed the Agreement to Third Amendment to the Declaration of Restrictions attached hereto as Exhibit "A".

- D. The undersigned individual, Lot Owner and Secretary to the Architectural Committee of Bernardo Greens Unit #19, established under the Amended Declaration, and signatory of the Agreement to Third Amendment to Declaration of Restrictions, wishes to record this Third Amendment to Declaration of Restrictions attached hereto as Exhibit "A".

NOW, THEREFORE, the Third Amendment to Declaration of Restrictions amends the Amended Declaration as follows:

1. Paragraph 37. CONSTRUCTION, MAINTENANCE, ETC. OF CERTAIN IMPROVEMENTS. Is amended by the Agreement to Third Amendment to Declaration of Restrictions attached hereto as Exhibit "A".

IN WITNESS WHEREOF, The undersigned, Owner of a lot in Bernardo Greens Unit No. 19 established under the Amended Declaration, has executed the Third Amendment to Declaration of Restrictions on the date first set forth above.

 11/21/12

Dennis Will, Secretary  
Bernardo Greens Unit #19  
Architectural Committee

EXHIBIT "A"

AGREEMENT TO

THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS

The undersigned owners of lots included in Bernardo Greens Unit No. 19, according to Map 6008 filed in the Office of the County Recorder of San Diego County on December 8, 1967, hereby agree to amend the Declaration of Restrictions dated July 10, 1967, and recorded in the Recorder's Office of San Diego County, California on December 8, 1967, Document No. 193751, as Amended by the First Amendment to the Declaration of Restrictions dated April 16, 1968, and recorded in the Recorder's Office of San Diego County, California on June 17, 1968, Document No. 101366, and also Amended by the Second amendment to the Declaration of Restrictions dated March 29, 2001, Document No. 2001-0186041, and recorded in the Recorder's office of San Diego County on March 29, 2001, in the following particulars:

1. Paragraph 37 of the First Amendment. Fees are amended by replacement of, " It is expressly understood, however, that the amount of said assessments shall, in no event, exceed the rate of \$2.50 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 \$2.50 per month per lot..." to read in its entirety:

"37. CONSTRUCTION, MAINTENANCE, ETC. OF CERTAIN IMPROVEMENTS.

Owner will construct, at Owner's expense, entrance-way type of improvements on the real property located in the City of San Diego, County of San Diego, State of California, described on Exhibit "A" attached hereto and made a part hereof. Also Owner will landscape and plant, at Owner's expense, the real property located in the City of San Diego, County of San Diego, State of California, described on Exhibit "B" attached hereto and made a part hereof. Owner will maintain said improvements and said planted areas until November 1, 1968. Thereafter, said Architectural Committee shall cause to be maintained, repaired, replaced and kept in a good and slightly condition said improvements and said planted areas for the duration of this Declaration of Restrictions. Each owner of a lot in said Parcel "A" shall pay his prorata 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 Parcel "A" 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 \$10.00 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 \$10.00 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 Owner."

STATE OF CALIFORNIA  
COUNTY OF San Diego

personally appeared Dennis Will

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature D. Bouch Thien





#### **FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

**Bernardo Greens # 19, San Diego, California (The Knolls)**

This fourth amendment to Declaration of Restrictions is made on March 2, 2016. The undersigned owners of lots included in Bernardo Greens unit # 19 according to Map 6008 filed in the Office of the County Recorder of San Diego County on December 8, 1967, hereby agree to amend the Declaration of Restrictions dated July 10, 1967 and recorded in the Recorder's Office of San Diego County, California on December 8, 1967, Document No. 193751, as amended by the Extension of Declaration of Restrictions dated December 28, 1994 and recorded in the Recorder's Office of San Diego County, California on December 29, 1994 Document No. 1994-0738008, the Extension of Declaration of Restrictions dated December 14, 2004 and recorded in the Recorder's Office of San Diego County, California on December 14, 2004 Document No. 2004-1185237, the first amendment to the Declaration of Restrictions dated April 16, 1968 and recorded in the Recorder's office of San Diego County, California on June 17, 1968, Document No. 101366, also amended by the second amendment to the Declarations of Restrictions dated March 29, 2001, and recorded in the Recorder's office of San Diego County on March 29, 2001 Document No. 2001-0186041 and the third amendment to the Declaration of Restrictions dated November 21, 2012, and recorded in the Recorder's office of the San Diego County on November 21, 2012 Document No. 2012-0731101.

This Fourth Amendment to Declaration of Restrictions is made on this ..... day of ..... 2015.

#### **RECITALS**

- A. This fourth amendment to the Declaration of Restrictions covers certain real property located in the City of San Diego, County of San Diego, more particularly described as Lots 1266 to 1327 inclusive of Bernardo Greens Unit No. 19, according to Map 6008 filed in the Office of the County Recorder of San Diego County on December 8, 1967.
- B. The Declaration of Restrictions provides in Paragraph 33 "Amendments. These restrictions may be amended at any time and from time to time by an instrument in writing signed by the Owner of seventy five percent (75%) or more of said lots which said written instrument shall become effective upon recording of the same in the Recorder's Office of the County of San Diego, California."
- C. Owners of at least seventy five percent (75%) of the lots subject to the Amended Declaration have signed the Agreement to the Fourth Amendment to the Declaration of Restrictions attached hereto as Exhibit "A".
- D. The undersigned individual, lot owner and President of the Architectural Committee of Bernardo Greens Unit # 19, established under the Amended Declaration and

**signatory of the agreement to the Fourth Amendment to the Declaration of Restrictions, wishes to record this Fourth Amendment to the Declaration of Restrictions attached hereto as Exhibit "A".**

**Now, therefore, the Fourth Amendment to the Declaration of Restrictions amends the Amended Declarations as follows:**

- 1. Paragraph 2. ARCHITECTURAL COMMITTEE is amended by the Agreement to the Fourth Amendment to the Declaration of Restrictions attached hereto as Exhibit "A".**
- 2. Paragraph 11. LOT MAINTENANCE is amended by the Agreement to the Fourth Amendment to the Declaration of Restrictions attached hereto as Exhibit "A".**
- 3. Paragraph 35. FAILURE TO COMPLY WITH ORDER OF ARCHITECTURAL COMMITTEE is amended by the Fourth Amendment to the Declaration of Restrictions attached hereto as Exhibit "A"**
- 4. Paragraph 37. CONSTRUCTION, MAINTENANCE ETC. of CERTAIN IMPROVEMENTS is amended by the Agreement to the Fourth Amendment to the Declaration of Restrictions attached hereto as Exhibit "A"**

**IN WITNESS WHEREOF, the undersigned Owner of a lot in Bernardo Greens Unit No. 19 established under the Amended Declaration, has executed the Fourth Amendment to the Declaration of Restrictions on the date first set out above.**

---

**Chris Ward, President Bernardo Greens Unit No. 19**  
**Architectural Committee**

## **EXHIBIT "A"**

### **FOURTH AMENDMENT TO DECLARATION OR RESTRICTION**

**Paragraph 2. ARCHITECTURAL COMMITTEE of the Declaration of Restrictions is hereby deleted and the following paragraph substituted therefore.**

#### **Paragraph 2. ARCHITECTURAL COMMITTEE AND KNOLLS LANDSCAPE COMMITTEE**

**2.1 There shall be a Committee referred to as the Knolls Landscape Committee consisting of three (3) persons to be appointed by Owner. Each of said persons so appointed shall be subject to removal of the direction of Owner at any time and from time to time, and all vacancies on said Knolls Landscape Committee shall be filled by appointment of Owner. In the event of failure of Owner to appoint such Knolls Landscape Committee to fill any vacancies therein, then in such event the owner of a majority in a number of the lots in said real property shall have the right by written document to appoint the members of said Knolls Landscape Committee to fill any vacancies therein. The Knolls Landscape Committee shall be responsible for the activities defined in Paragraph 37. CONSTRUCTION, MAINTENANCE, ETC. OF CERTAIN IMPROVEMENTS of the first amendment to the Declaration of the Restrictions dated April 16, 1968 and recorded in the Recorder's office of San Diego County, California on June 17, 1968, Document No. 101366 as amended by the third amendment to the Declaration of Restrictions dated November 21, 2012 and recorded in the Recorder's office of San Diego County, California on November 21, 2012, Document No. 2012-0731101 and as amended by this fourth amendment to the Declaration of Restrictions.**

**2.2 For all other activities defined by the Declaration of Restrictions and of the extensions and amendments, the Board of Directors of RANCHO BERNARDO SWIM AND TENNIS CLUB, a California nonprofit corporation, (the "Club") may appoint an Architectural Committee of at least three and 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. Any Architectural Committee member may resign at any time by recording a copy of such resignation 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.**

**2.3 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.**

**2.4 Neither the Architectural Committee nor any member thereof, nor their duly authorized representatives, shall be liable to any lot 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.**

**2.5 The approval of 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.**

**2.6 Any enforcement action set forth in the Declaration of Restrictions may be brought by the owner of the 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 any lot through litigation seeking an order to mandate removal and/or prohibit construction of nonconforming improvements.**

**2.7 Any legal action authorized by the Declaration of Restrictions 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.**

**2.8 In addition to any other assessment rights the Rancho Bernardo Swim and Tennis Club ("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 Committee control activities and enforcement activities with effect to enforcement of this amended Declaration of Restrictions. 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.**

**The Lot owner agrees to pay all Architectural Assessments within 30 days after imposition of the same by the Club. The Club shall have the right to impose Architectural Assessments on a yearly or such other basis as the Club deems appropriate. Notice shall be given to each owner as to the due dates.**

**Any Architectural Assessment not paid within 30 days of the due date shall be deemed delinquent and the Club shall be entitled to its actual costs and reasonable attorney fees.**

**Paragraph 11. LOT MAINTAINANCE of the Declaration of Restrictions Paragraph 11 is hereby deleted and the following Paragraph substituted therefor.**

**Paragraph 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. 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 an 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 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.**

**Paragraph 35. FAILURE TO COMPLY WITH ORDER OF ARCHITECTURAL COMMITTEE is hereby amended and the following Paragraph substituted therefor:**

**Paragraph 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 an event the Architectural Committee shall have the following powers:**

1. Impose reasonable monetary fines as recommended by the Architectural Committee and approved by the Board of Directors of the Swim and Tennis Club; and
2. Perform the subject matter of such directive and or order and charge the cost of such performance to the owner of the lot in question.

Any owner or owners 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 written notification of such decision or directive of the said Committee. Any amounts owing to the Club may be recovered as allowed by Section 1367 of the California Civil Code, or any successor statute or law with regard to the collection of assessments.

Paragraph 37. CONSTRUCTION, MAINTENANCE, ETC. OF CERTAIN IMPROVEMENTS of the third amendment to the declaration of Restrictions dated November 21, 2012, is hereby deleted and the following paragraph substituted therefor.

**Paragraph 37. CONSTRUCTION, MAINTENANCE, ETC. OF CERTAIN IMPROVEMENTS**

Owners will construct, at Owners expense, entrance - way type of improvements on the real property located in the City of San Diego, State of California, described on Exhibit "A" attached hereto and made part thereof. Also Owner will landscape and plant, at Owner's expense, the real estate property located in the City of San Diego, County of San Diego, State of California, described on Exhibit "B" attached hereto and made part thereof. Owner will maintain said improvements and said planted areas until November 1, 1968. Thereafter, the Knolls Landscaping Committee shall cause to be maintained, repaired, replaced and kept in a good and sightly condition said improvements and said planted areas for the duration of this Declaration of Restrictions.

Each Owner of a lot in said parcel "A" shall pay his prorata share of the costs incurred by the Knolls Landscaping Committee in the performance of said work to be performed by the Knolls Landscaping Committee or under its direction and the Knolls Landscaping Committee shall have the power to levy periodic assessments on each of the lots in said parcel "A" in equal amounts per lot to cover said costs which said costs shall become immediately due and payable to the Knolls landscaping Committee by the owner of each lot, respectively, promptly after the same are levied by the Knolls Landscaping Committee. It is expressly understood, however, that the amount of said assessments shall, in no event, exceed the rate of \$10.00

**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 amount of \$10.00 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 Owner.**

**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

Lita S Denne (Bragg)  
Signature

Lita S Denne  
Signature (if co-owner)

RITA S DENNE  
Print Name

17398 Grandee Pl  
Address

San Diego, CA 92128  
Lot # 1277

Georganna Yoder  
Signature

Signature (if co-owner)

GEORGEANNA YODER  
Print Name

12389 Conquistador Way  
Address  
1317

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Dennis W. Bragg  
Signature

Dennis W. Bragg  
Signature (if co-owner)

DENNIS W BRAGG  
Print Name

17398 Grandee Pl  
Address

San Diego, CA 92128  
Lot # 1277

Robert J. Stinner  
Signature

Signature (if co-owner)

ROBERT J. STINNER  
Print Name

12385 CONQUISTADOR WAY  
Address  
1316

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #



**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

Nancy Pisciotta  
Signature

Phil Pisciotta  
Signature (if co-owner)

Nancy Pisciotta  
Print Name

12459 Conquistador Way  
Address

1324  
Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS

John G. Wilson  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

JOHN F. WILSON

\_\_\_\_\_  
Address

12393 CONRADISTAR WAY

\_\_\_\_\_  
Lot #

1318

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS

Sherie L. Morrison  
Signature

Signature (if co-owner)

Sherie L. Morrison  
Print Name Trustee, Leaver Family Trust

12475 Conquistador Way  
Address

1325

Lot #

Bryan McLean  
Signature

Signature (if co-owner)

Bryan McLean  
Print Name

12399 Conquistador Way  
Address

1319

Lot #

LEN KUBE  
Signature

LEN KUBE  
Signature (if co-owner)

Print Name

12417 Conquistador Way  
Address

1321

Lot #

John D. Rauch  
Signature

Signature (if co-owner)

John D. Rauch  
Print Name

12431 Conquistador Way  
Address

1322

Lot #

Dennis Will  
Signature

Signature (if co-owner)

DENNIS WILL  
Print Name

12365 Conquistador Way  
Address

1314

Lot #

Stacie Hodges  
Signature

Signature (if co-owner)

Stacie Hodges  
Print Name

12377 Conquistador Way  
Address

1315

Lot #

**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

Luanne B. Bas  
Signature

\_\_\_\_\_  
Signature (if co-owner)

Luanne B. Bas  
Print Name

17369 GRANDEE PL.  
Address

1272  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

Dave Keeney  
Signature

Signature (if co-owner)

Dave Keeney  
Print Name

12425 Grandee Rd.  
Address

1306  
Lot #

Cy M. Kress  
Signature

Signature (if co-owner)

Larry Kress  
Print Name

12449 Grandee Rd  
Address

1304  
Lot #

Jeffrey Switzer  
Signature

Signature (if co-owner)

Jeffrey Switzer  
Print Name

12485 Grandee Rd  
Address

1301  
Lot #

Tony Han  
Signature

Signature (if co-owner)

Tony Han  
Print Name

12373 Grandee Rd  
Address

1312  
Lot #

Kristen Sacco  
Signature

Signature (if co-owner)

Kristen Sacco  
Print Name

12385 Grandee Rd.  
Address

1310  
Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

Jeannette M. Martell  
Signature

\_\_\_\_\_  
Signature (if co-owner)

Jeannette M. Martell  
Print Name

12488 Grandee Rd  
Address San Diego 92128

1298  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

Michael P. Ward,

Signature

Michael Ward

Signature (if co-owner)

CHRIS MICHAEL WARD

Print Name

12410 GRANDEE RD

Address

1289

Lot #

Peggy Curtis Martin

Signature

Signature (if co-owner)

Peggy Curtis Martin

Print Name

12376 GRANDEE RD

Address

1285

Lot #

Peggy Curtis Martin

Signature

Signature (if co-owner)

Peggy Curtis Martin

Print Name

12384 GRANDEE RD

Address

1286

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #



**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

*Julie F. Aden*  
Signature *owner*

\_\_\_\_\_  
Signature (if co-owner)

*Julie F. ADEN*  
Print Name

*12418 GRADOFF RD*  
Address

*San Diego, Ca.*

Lot # *1290*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

\_\_\_\_\_  
Signature *Josephine Wraith*

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name *Josephine Wraith*

\_\_\_\_\_  
Address *12394 Grandee Rd*

\_\_\_\_\_  
1287

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

Matt Browne  
\_\_\_\_\_  
Print Name

12447 Grandee Rd.  
\_\_\_\_\_  
Address

1300  
\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

Jacqueline Laura Walter  
\_\_\_\_\_  
Print Name

12450 Grandee Rd  
\_\_\_\_\_  
Address

1294  
\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

Bahram Maneshi  
Signature

Signature (if co-owner)

BAHRAM MANESHI

Print Name

12395 GRANDEE RD

Address

1309

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

Amy McCarthy  
Signature

\_\_\_\_\_  
Signature (if co-owner)

Amy McCarthy  
Print Name

12458 Caleta Way  
Address

1283

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

DG

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

Dan McCarthy  
Print Name

12458 Caleta Way  
Address

1283

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

Signature

Evelyn Lamon

Signature (if co-owner)

Evelyn Lamon

Print Name

12434 Grandeo Rd

Address

1292

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Joel M Lamon

Signature

Evelyn W Lamon

Signature (if co-owner)

Joel M. Lamon

Print Name

12434 Grandeo Rd

Address

1292

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

Richard D. Brunzell  
Signature

Carol J. Brunzell  
Signature (if co-owner)

RICHARD D. & CAROL J. BRUNSELL  
Print Name

12445 CONQUISTADOR WAY  
Address

1323  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

Jeffrey W Hughes  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

JEFFREY W HUGHES  
Address

\_\_\_\_\_  
Address

12442 GRANDEE RD  
Lot #

1293

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

Carol J Hughes  
Print Name

\_\_\_\_\_  
Print Name

CAROL J HUGHES  
Address

\_\_\_\_\_  
Address

12442 GRANDEE RD  
Lot #

1293

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #



**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

Donald W. Schmidt  
Signature

Patricia F. Schmidt  
Signature (if co-owner)

DONALD & PATRICIA SCHMIDT  
Print Name

12415 GRANDEE RD.  
Address

1307  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS

  
Signature

Jocelyn Salvatori  
Signature (if co-owner)

Daniel & Jocelyn Salvatori  
Print Name

12437 Grandee Rd  
Address

1305  
Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

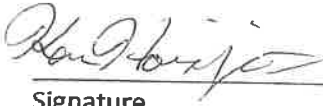
Signature (if co-owner)

Print Name

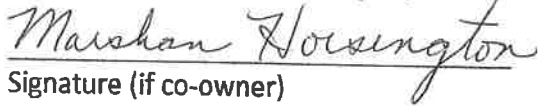
Address

Lot #

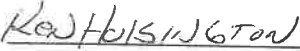
**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**



Signature



Signature (if co-owner)



Print Name



Address



Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

Signature Satya Prakash

Signature (if co-owner)

Print Name SATYA PRAKASH

Address 12369 Grandee Rd.

1313

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS

Patricia Kitz  
Signature

Signature (if co-owner)

PATRICIA KITZ

Print Name

12460 Coronado Rd  
Address

1295

Lot #

Margi Salmon  
Signature

Signature (if co-owner)

Margi Salmon

Print Name

17329 Grandee Pl  
Address

1267

Lot #

William C Withers  
Signature

Signature (if co-owner)

WILLIAM C WITHERS

Print Name

17377 Grandee Place  
Address

1273

Lot #

Annette Ingles  
Signature

Signature (if co-owner)

Print Name

12488 CALETA Wy  
Address

1280

Lot #

Ann Gale  
Signature

Signature (if co-owner)

ANN B. GALE

Print Name

17361 GRANDEE PLACE  
Address

1271

Lot #

Donald B. Clemons  
Signature

Signature (if co-owner)

Donald B. Clemons

Print Name

17321 Grandee Pl  
Address

1266

Lot #

**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

Thomas W. Kaiser  
Signature

Amber Kaiser  
Signature (if co-owner)

THOMAS W KAISER  
Print Name

17337 GRAVDEE AL.  
Address

1269 1268  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature (if co-owner)

TRACEY ABRATHANS  
\_\_\_\_\_  
Print Name

17388 GRANDEE PLACE  
\_\_\_\_\_  
Address

1278  
\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #



**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

Signature

Signature (if co-owner)

Print Name

Address

Lot #

**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

Christen T. Ong  
Signature

\_\_\_\_\_  
Signature (if co-owner)

Donald & Christen Ong  
Print Name

12468 Coleta Way  
Address

1282

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

**AGREEMENT  
TO  
FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

  
Signature

\_\_\_\_\_  
Signature (if co-owner)

Dennis R. Leahy  
Print Name

12448 Gk to Way  
Address

273 -380-19 (parcel #)  
Lot # (S.D. County)  
#1284

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

  
Signature

\_\_\_\_\_  
Signature (if co-owner)

Katherine Leahy  
Print Name

12448 Caletaway  
Address

#1284  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (if co-owner)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Lot #