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2005 DECLARATION OF RESTRICTIONS

FOR

SEVEN OAKS MANAGEMENT CORPORATION NO. THREE
A Condominium Project

NOTICE

(Gov't. Code §12956.1)

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

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**2005 DECLARATION OF RESTRICTIONS
FOR
SEVEN OAKS MANAGEMENT CORPORATION NO. THREE
A Condominium Project**

THIS **2005 DECLARATION OF RESTRICTIONS FOR SEVEN OAKS MANAGEMENT CORPORATION NO. THREE** is made on the day and year hereinafter written, by the owners and members of Seven Oaks Management Corporation No. Three, a California nonprofit mutual benefit corporation ("Management Corporation" or "Association"), with reference to the following Recitals.

RECITALS

A. Management Corporation is a corporation whose members are the owners of all the Separate Interests within that certain real property in the City of San Diego, County of San Diego, State of California, more particularly described below:

Lots 1 to 4 inclusive in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 5072 filed in the Office of the County Recorder of said County on October 31, 1962, which said property is hereinafter referred to as "Real Property," and

B. The Property was developed as a Condominium Project, as defined in California Civil Code Section 1351(f), and consisted of twelve (12) Separate Interests and related Common Areas.

C. Ownership of the Property had been made subject to certain covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges set forth in the following documents:

1. A "Declaration of Restrictions" dated June 4, 1965 by Rancho Bernardo Homes, Inc., that was recorded in the Office of the County Recorder of San Diego County, California on June 18, 1965 as Document No. 109588;
2. A Condominium Plan recorded in the Office of the County Recorder of San Diego County, California on October 13, 1965 as Document No. 65-186082.
3. A "First Amendment to Declaration of Restrictions" dated November 29, 1965 by Rancho Bernardo Homes, Inc., that was recorded in the Office of the County Recorder of San Diego County, California on December 6, 1965 as Document No. 219803;
4. A "Second Amendment to Declaration of Restrictions" that was recorded in the Office of the County Recorder of San Diego County, California on December 30, 1965 as Document No. 235158;

5. A "Third Amendment to Declaration of Building Restrictions and Architectural Control" that was recorded in the Office of the County Recorder of San Diego County, California on June 14, 1972 as Document No. 151762;
6. A "Fourth Amendment to Declaration of Building Restrictions and Architectural Control" that was recorded in the Office of the County Recorder of San Diego County, California on July 22, 1986 as Document No. 86-302724; and
7. Any other amendments, annexations or similar documents that may appear of record, all in the Official Records of the County Recorder of San Diego County, California hereinafter referred to together as "Original Declaration," unless the context clearly indicates otherwise.^{1/}

D. Paragraph 14 of the Original Declaration provided that all of the conditions and restrictions in the Original Declaration shall terminate on December 31, 2002, unless the owners have executed and recorded at any time within six (6) months prior to December 31, 2002, in the manner required for a conveyance of real property, a writing in which they agree that said Conditions and Restrictions shall continue for a further specified period.

E. The owners did not execute and record any such document extending the Conditions and Restrictions within six (6) months prior to December 31, 2002.

F. The Declaration was purportedly amended to extend the December 31, 2002 expiration date by a document entitled "Fifth Amendment to the Declaration of Restrictions of Seven Oaks Unit 1 Homeowners Association," that was recorded on November 25, 2002 as Document No. 2002-1060181. However, that document is believed to have been recorded erroneously by the members of another association that is located in the larger community known as "Seven Oaks."

G. Although the Management Corporation believes that the automatic expiration of a condominium is unconscionable and improper because the condominium plan recorded October 13, 1965 as Document No. 186082 does not expire, and that the Real Property must continue to be operated, and the Management Corporation must remain in charge of managing and operating the property and of collecting funds and paying the expenses needed to manage and operate the Real Property, the Management Corporation and the owners of the twelve Separate Interests have chosen unanimously to re-adopt and to record this 2005 Declaration in San Diego County with substantially the same Conditions and Restrictions that were contained in the Original Declaration.

H. Despite any purported expiration of the Original Declaration, the Real Property continues to exist as a common interest development, as defined in Civil Code Section 1351(c), because the owners and members of the Management Corporation are also subject to that certain

1. There is a purported "Fifth Amendment to the Declaration" that was recorded on November 25, 2002 as Doc. No. 2002-1060181. While this was recorded against the legal description cited in Recital A and purports to amend this Declaration, it is apparent that it was signed by and intended to apply to the owners in Seven Oaks Management Corporation No. One, not Seven Oaks Management Corporation No. Three.

"Amended and Unified Declaration of Building Restrictions and Architectural Control for the Designated Senior Community of Seven Oaks" that was recorded in the Office of the County Recorder of San Diego County on February 27, 1997 as Document No. 1997-0088841.

I. By their signatures set forth at the end of this document, the President and Secretary of the Management Corporation certify that the Management Corporation and all the owners of the twelve condominium units located on the Real Property defined above have executed this 2005 Declaration, and thus this Declaration is being Recorded to give effect to said Declaration, and that this Declaration is intended to apply retroactively to December 31, 2002 as well as prospectively hereafter.

NOW, THEREFORE, in consideration of the premises, the Management Corporation and the owners hereby certify and declare that they have established and do hereby establish the following general plan for the protection and benefit of all of said Real Property, and they have fixed and do hereby fix the following protective conditions and restrictions upon and subject to which each and all of the lots in said Real Property shall be hereafter held, used, occupied, leased, sold and/or conveyed. Each and all of which said conditions and restrictions shall inure to the benefit of, be binding upon and pass with said real property, and each and every lot and/or parcel thereof, and shall inure to the benefit of, apply to and bind the respective successors in title or interest of the owners.

(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 a triplex containing three single family dwellings, together with customary out-buildings, as permitted from time to time by the City of San Diego Zoning Ordinances.

(2) ARCHITECTURAL COMMITTEE. There shall be an Architectural Committee consisting of the Management Corporation's Board of Directors (hereafter "Board" or "Board of Directors").

(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 onto another lot, without the prior written permission of the Architectural Committee.

(4) HEIGHT LIMIT OF DWELLINGS. That no dwelling without the written approval of the Architectural Committee shall be more than one story in height.

(5) PLAN 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 plan and specifications, including the color scheme, of each building, fence and/or wall to be erected upon the lot have been approved by the Architectural Committee, and no building shall be located on any lot in front of the setback line as shown on the recorded plot.

(6) EXTERIOR ALTERATIONS. That no alteration shall be made in the exterior design color of any structure unless such alteration, including any addition, shall have first been approved in writing by the Architectural Committee.

(7) FENCES AND HEDGES; RADIO POLES AND FLAG POLES. That no fence, rail or hedge over 36 inches in height shall be placed in front of the set-back line on any lot in said real property except with the prior written consent of the Architectural Committee; and no radio, post radio pole, or flag pole shall be erected, constructed or placed upon any said lots, or on any lot, except with the prior written consent of the Architectural Committee.

(8) DRYING YARDS PROHIBITED. There shall be no outside drying or laundry areas.

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

(10) NO SIGNS. That no sign of any kind or for any use or purposes 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.

(11) 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.

(12) NO FARM ANIMALS, ETC. That turkeys, geese, chickens, ducks, pigeons or fowls of any kind, or goats, rabbits, hares, horses or animals usually termed "farm animals," shall not be kept or allowed to be kept on any of said lots.

(13) 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.

(14) EXTENSION OF CONDITIONS AND RESTRICTIONS. Each and all of the foregoing conditions and restrictions shall continue in effect until December 31, 2030 and thereafter shall renew automatically for successive terms of ten years (10 yrs.) each; provided however, that the owners may terminate or otherwise modify the term of this Declaration in the manner provided for amending this Declaration.

(15) NO TELEVISION ANTENNA. There shall be no outside television or radio antenna constructed, installed or maintained in said real property except as expressly permitted by state or federal law.

(16) MEMBERSHIP IN COMMUNITY CENTER. Each owner and/or owners of a residential unit in the property above-described shall be a regular member of Seven Oaks Community Center, Inc., a California corporation not for profit, which said membership shall be appurtenant to such residential unit, and the transfer of title to such residential unit shall

automatically transfer the regular membership appurtenant to such residential unit to the transferee or transferees, and an allocable part of the purchase price paid to the original developer of this condominium development for such residential unit shall be for the cost of construction of said Community Center improvements. Each such owner and/or owners are obligated to promptly, fully and faithfully comply with and conform to the By-Laws of Seven Oaks Community Center, Inc., 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.

(17) MEMBERSHIP IN MANAGEMENT CORPORATION. Each owner and/or owners of a residential unit in the property above-described shall be a regular member of Seven Oaks Management Corporation No. Three, 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. Each such owner and/or owners are obligated to promptly, fully and faithfully comply with and conform to the By-Laws of Seven Oaks Management Corporation No. Three 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.

(18) LIEN IN FAVOR OF MANAGEMENT CORPORATION. Said Seven Oaks Management Corporation No. Three shall have a lien against each of the lots in said real property to secure the full and faithful performance of these Restrictions, and in the event of the non-performance of default hereunder by any of the owners of a residential unit in said real property, the interest of such defaulting owner may be foreclosed by said corporation in the same manner as a realty mortgage and any redemption thereafter shall be subject to the lien herein created as to other future events of non-performance or default, and the lien hereby created shall likewise apply to the Grantee of any Sheriff's Deed after foreclosure as to other or future events of non-performance or default; or said lien may be foreclosed as a mortgage with power of sale in accordance with the provisions of Section 2924, *et seq.*, of the California Civil Code; provided, however, that it is specifically understood that the lien herein created shall, at all times, be subordinate and inferior to the lien of any bona fide lending institution which now exists or is hereafter placed against the interest of such defaulting individual owner in the above-described property or any part or parcel thereof. Provided, however, that in no event shall the lien right created by this Paragraph (18) accrue or apply in the event of a default, under Paragraph (16) of this Declaration of Restrictions, and Seven Oaks Management Corporation No. Three shall have no right to enforce the terms and provisions of said Paragraph (16).

(19) POWERS OF MANAGEMENT CORPORATION. Said Management Corporation acting through its Board of Directors and officers shall have the sole and exclusive right and duty to manage, operate, control, repair, replace or restore all of said real property or any lot, parcel or

portion thereof, together with the improvements, trees, shrubbery, plants and grass thereon, if the title thereto is owned by the members of said corporation as tenants-in-common, all as more fully set forth in the Articles of Incorporation or the By-Laws of said Management Corporation.

(20) PARTITION PROHIBITED. Each of the owners of lots or parcels in said real property, whether such ownership is in fee simple or as a tenant-in-common, is hereby prohibited from partitioning or in any other way severing or separating such ownership from any of the other ownerships in said real property.

(21) FIRST REFUSAL IN THE EVENT OF SALE OR LEASE. No individual owner of a living unit and/or a tenancy-in-common interest in said real property shall sell or lease the same, or any part or parcel thereof, without first giving written notice of his intention to so sell or lease to said Management Corporation, which said written notice shall specify the terms, conditions, price or rental of such proposed sale or lease, together with the name and address of the prospective buyer or buyer and/or tenants and their respective ages, together with the names and ages of the members of their family who will reside in said living unit. This right of first refusal as set forth in this paragraph shall not be used or exercised by said Management Corporation for the purpose of discriminating against any prospective buyer or tenant on the basis of his color, race, religion or origin of birth.

This paragraph shall not apply to a sale or lease by the original developer of this condominium development or to a sale by a Trustee on foreclosure or to the acquisition of title by a lender in lieu of foreclosure.

(22) PROTECTION FOR MORTGAGES AND TITLE INSURANCE COMPANIES. A breach of any of the foregoing conditions and restrictions shall not affect, impair, defeat or render invalid the lien charge or encumbrance of any mortgage or trust deed made for value which may then exist upon said land, which said mortgage or trust deed shall be and is hereby declared to be prior and superior to the rights in favor of any person or persons under and by virtue of these conditions and restrictions; provided, however, that in the event of a foreclosure of any such trust deed or mortgage, or if the owner of the note secured by such trust deed or mortgage acquires title to said land in any manner whatsoever in satisfaction of his indebtedness, then any purchaser at the foreclosure of Trustee's Sale, or any of 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.

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

(24) NO WAIVER. That a waiver of a breach of any of the foregoing conditions or restrictions shall not be construed as a waiver of any succeeding breach of violation thereof or of any other condition or restriction.

(25) LEGAL ACTION IN THE EVENT OF BREACH. As to the owner or owners of any 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 any owner or by the Architectural Committee.

(26) AMENDMENTS. These Restrictions, may be amended at any time and from time to time by an instrument in writing approved by the vote or written consent of at least a simple majority of the voting power of the Management Corporation which said written instrument shall become effective after (a) the approval of the required percentage of the voting power of members has been given, (b) that fact has been certified in the form of a written document executed and acknowledged by an Officer designated by the Board for that purpose or, if no such designation is made, by the President of the Management Corporation, and (c) upon the recording of the same in the Recorder's Office of the County of San Diego, California.

(27) AMENDMENTS BY BOARD VOTE. The Board of Directors shall have the power to amend this Declaration or the Bylaws, as the case may be, but only as this Section permits. By a majority vote of the Board, the Board shall have the power to prepare and, if necessary, to record an amendment for either or both of the following purposes:

- (a) To correct any factual, printing or grammatical error or omission in the Declaration or the Bylaws without any vote of the members.
- (b) To make any change in the Declaration or the Bylaws required by any law or any change in any applicable law, which obligates the Association, the Board or the owners to conform their conduct with the terms of the law. If the Board approves an amendment using the procedure in this subparagraph (b), the amendment shall not be recorded or filed until the following procedure is implemented. The Board shall first send notice of such action to the members, which notice shall include the text of the proposed amendment and an opinion from legal counsel that the proposed change in the governing documents is required by law. An amendment shall be considered ratified, unless within thirty (30) days after the date such notice is sent to the members, the members entitled to cast twenty-five percent (25%) of the votes in the Management Corporation, sign a written petition to reconsider the Board's action and file it with the Board. If such a petition is filed, the Board shall call a special meeting of the members to reconsider the Board's action. At the meeting, unless a majority of the total voting power of the Management Corporation rejects the proposed amendment, the amendment shall be considered ratified, whether or not a quorum is present at the special meeting.

This Section shall not restrict the powers of the owners to amend this Declaration or the Bylaws by any other method, but is intended to authorize a simple process for amendment where the property rights of owners are not materially or adversely affected or where the amendment is required by law.

(28) 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.

(29) 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 direction or order and the cost of such

performance shall be charged to the owner of the lot in question and maybe recovered by the Architectural Committee in an action at law against such individual lot owner.

(30) **AGE RESTRICTIONS; SENIOR HOUSING RESTRICTIONS.** This development is a senior citizens housing development, also referred to as "housing for older persons." To the fullest extent permitted by federal, state and local law, it is the intent of this development to operate as housing for Senior Citizens (that is, persons 55 years of age or older), and to that end, occupancy of a unit subject to this Declaration shall be restricted to Senior Citizens, except as provided below.

(a) **Definitions.** The following are definitions applicable to this article only:

- (1) **"Laws"** shall mean the Federal Fair Housing Amendments Act of 1988 (42 U.S.C. §§3601 *et seq.*), California's "Unruh Civil Rights Act" (California Civil Code §51 *et seq.*), and California Government Code §12955.9, as the same may be amended from time to time. "Laws" shall also mean and include, without limitation, all statutes, ordinances and other forms of legislative enactments, administrative regulations, administrative rulings and guidelines, as each may be amended from time to time, and decisions and interpretations from or arising out of administrative enforcement proceedings and court decisions.
- (2) **"Permitted Health Care Resident"** shall mean a person hired to provide live-in, long-term, or terminal health care to a Senior Citizen, or a family member of the Senior Citizen providing that care. The care provided by a Permitted Health Care Resident must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both.
- (3) **"Qualified Permanent Resident"** shall mean a person who satisfies both of the following requirements:

resided with the Senior Citizen prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the Senior Citizen, and

is (i) forty-five (45) years of age or older, or (ii) a spouse or cohabitant of the senior, or (iii) providing primary physical or economic support to the Senior Citizen.
- (4) **"Qualified Permanent Resident by Virtue of Disability"** shall mean a disabled person or person with a disabling illness or injury who is a child or grandchild of the Senior Citizen or Qualified Permanent Resident as defined above, who needs to live with the Senior Citizen or Qualified Permanent Resident as defined above, because of the disabling condition, illness or injury.
- (5) **"Senior Citizen"** means a person fifty-five (55) years of age or older.

(b) **Residency Restrictions.**

- (1) **Permissible Occupants and Requirement that Eighty Percent (80%) of the Dwellings Shall be Occupied by a Senior Citizen.** The persons commencing any occupancy of a unit in this development shall include at least one Senior Citizen who intends to occupy the dwelling in the development as his or her primary residence on a permanent basis. All other persons occupying the dwelling at any time shall be either Qualified Permanent Residents, Qualified Permanent Residents by Virtue of Disability, Permitted Health Care Residents, or persons who lawfully occupied the dwelling as of January 1, 1985. These persons shall be collectively referred to as "Qualified Occupants." Notwithstanding the foregoing, no more than twenty percent (20%) of the occupied dwellings within the development shall be occupied solely by persons who are not Senior Citizens.
- (2) **Age Verification.** All occupants of the development must provide verification of age, in a form and at the time or times directed by the Association through its Board of Directors. Such age verification shall occur not less than once every two years. The Board of Directors is specifically empowered to enact rules and regulations to assure compliance with laws regarding housing for older persons, including age verification. Furthermore, said rules and regulations may include pre-screening requirements for all occupants in the development.
- (3) **Guests.** A person not otherwise qualified for residency may remain in the dwelling as a guest of the Qualified Occupants, for a period not to exceed sixty (60) days in any calendar year. Any person who resides in the dwelling for more than sixty (60) days in any calendar year shall be deemed a resident. Said person must submit an age verification in the form specified by the Association and must be qualified for residency (that is, must be a Qualified Occupant) in order to remain. For the purpose of calculating the sixty (60) day period described in this section, presence in the dwelling for more than 12 hours of a day, or overnight, shall constitute a day's stay. Notwithstanding the foregoing, if a person determines to occupy the dwelling on a permanent basis, that person shall become a resident, and not a Guest, regardless of the length of the stay, and must qualify for residency pursuant to Paragraph (b)(1) above.
- (4) **Termination of Residency of Disabled Qualified Permanent Resident by Virtue of Disability.** Any owner of a unit in the development, or the Association through its Board of Directors, may take action to prohibit or terminate occupancy by a person who is a Qualified Permanent Resident by Virtue of Disability, if the owner or the Board of Directors finds, based on credible and objective evidence, that such person is likely to pose a significant threat to the health or safety of others that cannot be ameliorated by means of a reasonable accommodation, provided, however, that the termination of residency can take place only after the following:

Notice to the disabled person and the disabled person's co-resident parent or grandparent of (i) the basis for the proposed termination of residency, and (ii) a hearing before the Board of Directors of the Project, wherein the disabled person and/or his/her co-resident parent or grandparent may be heard on the subject;

The notice of hearing shall provide for a hearing date no less than ten (10) days after the date of the notice;

The decision to terminate residency of the disabled person shall be made only after due consideration is given to the relevant, credible, and objective information provided in the hearing. The evidence shall be taken and held in a confidential manner, pursuant to a closed session in order to preserve the privacy of the affected persons. The affected persons shall be entitled to have present at the hearing an attorney or any other person authorized by them to speak on their behalf or to assist them in the matter.

Nothing in this provision shall be construed as requiring the Board of Directors of the Project to take action to terminate a disabled person's residency.

- (c) **Restrictions Pertaining to Permitted Health Care Residents.** A Permitted Health Care Resident shall not be a Qualified Permanent Resident. However, a Permitted Health Care Resident shall be entitled to continue his or her occupancy, residency, or use of a Separate Interest in the absence of the Senior Citizen, only if both of the following are applicable:
- (1) The Senior Citizen became absent from the dwelling due to hospitalization or other necessary medical treatment and expects to return to his or her residence within 90 days from the date the absence began; and
 - (2) The absent Senior Citizen or an authorized person acting for the Senior Citizen submits a written request to the owner of the dwelling, or the Board of Directors of the Association, stating that the Senior Citizen desires that the Permitted Health Care Resident be allowed to remain in order to be present when the Senior Citizen returns to reside in the development.
- (d) **Enforcement.** The Association and any one or more of its owners or members shall each be empowered to enforce compliance with all applicable Laws, as such may be amended or supplemented from time to time hereafter. Notwithstanding any provisions regarding enforcement of the restrictions in this Declaration, and in addition thereto, the Association may use any proceeding at law or in equity to enforce the provisions of this Article.
- (e) **Conflicts.** If there is any inconsistency or conflict between the provisions of this Section and any other provision of this Declaration, the terms of this Section shall control.

(31) DEVELOPMENT SUBJECT TO APPLICABLE STATUTES. Any matters not addressed expressly by this Declaration, or the Bylaws or other governing documents of the Management Corporation shall be controlled by relevant provisions of the Davis-Stirling Common Interest Development Act (Civil Code §§1350 *et seq.*) and the California Nonprofit Mutual Benefit Corporation Law (Corp. Code §§7110 *et seq.*) and by judicial interpretations of them.

(32) RECORDING IN PHASES. If, for any reason, the owners are unable to obtain the signed consents of all twelve owners at one time, the owners who do sign this Declaration reserve the right to record this Declaration against title to the separate interests owned by those owners who do sign their consents and to record one or more Declarations of Annexation to annex the other separate interests at a later date. Such additional separate interests, including their respective undivided interests in the common area, may become subject to this Declaration as set forth in this Paragraph.

Any owners of separate interests who fail to sign this Declaration, may execute and record a Declaration of Annexation, agreeing to subject their respective separate interests in the Real Property to the terms of this Declaration. The Declaration of Annexation shall describe the additional property to be annexed, and a description of the entire property that has been subjected to this Declaration as of the date of recording of the Declaration of Annexation. The Declaration of Annexation shall be prepared by the Association or its agents and shall also be approved by the Association's Board and executed by the President and Secretary (or any two directors) of the Association, which approval shall not unreasonably be withheld.

Upon the Recording of a Declaration of Annexation, the property annexed shall become part of the Real Property subject to this Declaration, and all provisions contained in this Declaration shall apply to the real property added by such Declaration of Annexation in the same manner as if it were originally covered by this Declaration. Thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the annexed property shall be the same as with respect to the property originally covered hereby, and the rights, powers and responsibilities of the owners, lessees and occupants of property within the annexed property, as well as within the property originally subject to this Declaration, shall be the same as if the annexed property were originally covered by this Declaration.

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IN WITNESS WHEREOF, the undersigned President and Secretary of Seven Oaks Management Corporation No. Three and all twelve owners have executed this 2005 Declaration of Restrictions and certified to its approval on the dates set forth in the acknowledgments of their respective signatures.

Seven Oaks Management Corporation No. Three,
a California nonprofit mutual benefit corporation

By: Wilma Sue Pennell, President
Wilma Sue Pennell, President

By: Elizabeth W. Meanley, Secretary
Elizabeth W. Meanley, Secretary

[Association officers' acknowledgments follow on the next page.]

[Owners' signatures and acknowledgments follow after that.]

[The remainder of this page is blank.]

State of California)
)
County of San Diego)

On December 3, 2005, before me, Cheryl Young Nielsen, a
Notary Public, personally appeared Wilma Sue Penhell, President,

- 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.

Cheryl Young Nielsen
Notary Public



State of California)
)
County of San Diego)

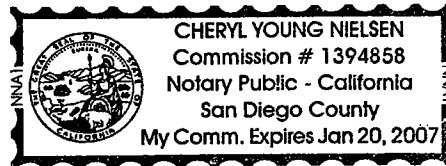
On December 3, 2005, before me, Cheryl Young Nielsen, a
Notary Public, personally appeared Elizabeth W. Mearley, Secretary,

- 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.

Cheryl Young Nielsen
Notary Public



Declarant(s) - Consolacion S. Salazar, Trustee of the Consolacion S. Salazar Trust dated 2-7-00
Owner of the Living Unit Consisting of Spaces No. LU-145, C-145, UR-145 and P-145
(APN 274-590-22-01) Commonly described as: 12252 Santiago Road West, San Diego, CA 92128

By: *Consolacion S. Salazar*
Title: Consolacion S. Salazar, Trustee of the
Consolacion S. Salazar Trust dated 2-7-00

State of California)
County of *San Diego*)

On *9-24-05*, before me, *PERNELL FOSTER*, a Notary Public,
personally appeared Consolacion S. Salazar,

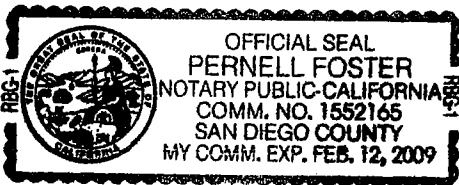
[] personally known to me
- OR -

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

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

WITNESS my hand and official seal.

PERNELL FOSTER
Notary Public



Declarant(s) - Janice A. Stone, Trustee of the Janice A. Stone Trust dated 10-25-03
Owner of the Living Unit Consisting of Spaces No. LU-147, C-147, UR-147 and P-147
(APN 274-590-22-03) Commonly described as: 12254 Santiago Road West, San Diego, CA 92128

By: Janice A. Stone
Title: Janice A. Stone, Trustee of the
Janice A. Stone Trust dated 10-25-03

State of California)
County of San Diego)

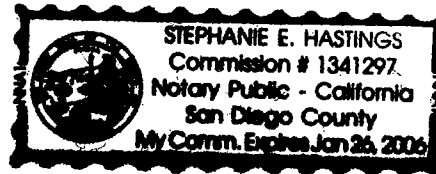
On 8-26-05, before me, Stephanie E. Hastings, a Notary Public,
personally appeared Janice A. Stone,

[] 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
Stephanie E. Hastings
Notary Public



Declarant(s) - George L. Leitner & Judy S. Leitner, husband and wife as joint tenants
Owner of the Living Unit Consisting of Spaces No. LU-148, C-148, UR-148 and P-148
(APN 274-590-22-04) Commonly described as: 12262 Santiago Road West, San Diego, CA 92128

By: George L. Leitner
Title: George L. Leitner

By: Judy S. Leitner
Title: Judy S. Leitner

State of California)
County of San Diego)

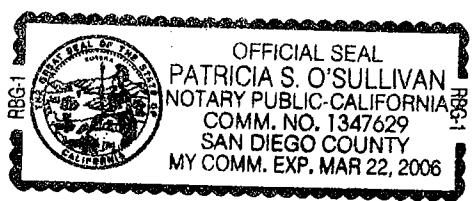
On September 28, 2005, before me, Patricia S. O'Sullivan, a Notary Public,
personally appeared George L. Leitner and Judy S. Leitner,

[] 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/his/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.

Patricia S. O'Sullivan
Notary Public



Declarant(s) - Margaret Avery, a single woman
Owner of the Living Unit Consisting of Spaces No. LU-149, C-149, UR-149 and P-149
(APN 274-590-22-05) Commonly described as: 12266 Santiago Road West, San Diego, CA 92128

By: Margaret Avery
Title: Margaret Avery

State of California)
County Los Angeles

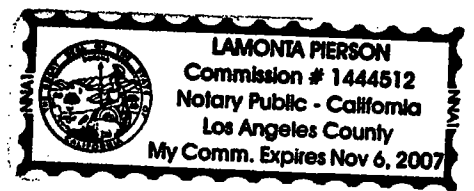
On 10.24.05, before me, Lamonta Pierson, a Notary Public,
personally appeared Margaret Avery,

[] 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.

Lamonta Pierson
Notary Public



Declarant(s) - Elizabeth W. Meanley, Trustee of the Elizabeth W. Meanley Trust dated 5-21-86
Owner of the Living Unit Consisting of Spaces No. LU-150, C-150, UR-150 and P-150
(APN 274-590-22-06) Commonly described as: 12264 Santiago Road West, San Diego, CA 92128

By: Elizabeth W. Meanley
Title: Elizabeth W. Meanley, Trustee of the
Elizabeth W. Meanley Trust dated 5-21-86

State of California)
County of San Diego)

On 9/8/05, before me, Carol Speas, a Notary Public,
personally appeared Elizabeth W. Meanley,

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.

Carol Speas
Notary Public



Declarant(s) - Mary F. Stuckey, Trustee of the Stuckey Trust Agreement dated 12-07-89
Owner of the Living Unit Consisting of Spaces No. LU-151, C-151, UR-151 and P-151
(APN 274-590-22-07) Commonly described as: 16885 Bernardo Oaks Drive, San Diego, CA 92128

By: Mary F. Stuckey
Title: Mary F. Stuckey, Trustee of the
Stuckey Trust Agreement dated 12-07-89

State of California)
County of San Diego)

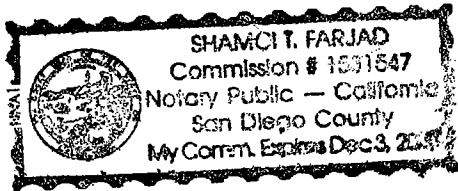
On 8/30/2005, before me, Shamci T. Farjad, a Notary Public,
personally appeared Mary F. Stuckey,

[] personally known to me
- OR -
[X] proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Shamci T. Farjad
Notary Public



Declarant(s) - Sun Fung Yee, a widow
Owner of the Living Unit Consisting of Spaces No. LU-152, C-152, UR-152 and P-152
(APN 274-590-22-08) Commonly described as: 16875 Bernardo Oaks Drive, San Diego, CA 92128

By: Sun Fung Yee
Title: Sun Fung Yee

State of California)
County of SAN DIEGO)

On AUG 29, 2005, before me, GREGG MILLER, a Notary Public,
personally appeared Sun Fung Yee,

[] personally known to me
- OR -
[X] proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.
[Signature]
Notary Public



Declarant(s) - Fern A. Hall, Trustee of the Fern A. Hall Trust dated 7-15-90
Owner of the Living Unit Consisting of Spaces No. LU-153, C-153, UR-153 and P-153
(APN 274-590-22-09) Commonly described as: 12253 Santiago Road West, San Diego, CA 92128

By: Fern A. Hall
Title: Fern A. Hall, Trustee of the
Fern A. Hall Trust dated 7-15-90

State of California)
County of San Diego)

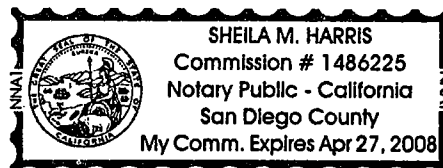
On October 3, 2005, before me, Sheila M. Harris, a Notary Public,
personally appeared Fern A. Hall,

[] personally known to me
- OR -
[X] proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Sheila M. Harris
Notary Public



10482

Declarant(s) - Rose Marie Reed, an unmarried woman
Owner of the Living Unit Consisting of Spaces No. LU-154, C-154, UR-154 and P-154
(APN 274-590-22-10) Commonly described as: 12267 Santiago Road West, San Diego, CA 92128

By: *Rose Marie Reed*
Title: Rose Marie Reed

State of California)
County of San Diego)

On October 5, 2005, before me, Maria L. Wright, a Notary Public,
personally appeared Rose Marie Reed,

[] personally known to me
- OR -
[X] proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Maria L. Wright
Notary Public



Declarant(s) - William G. Champlin Jr. and Jennifer A. Champlin, Trustees of the Champlin Family Trust dated 2-7-03; Owner of the Living Unit Consisting of Spaces No. LU-155, C-155, UR-155 and P-155 (APN 274-590-22-11) Commonly described as: 12269 Santiago Road West, San Diego, CA 92128

By: William G. Champlin Jr.
Title: William G. Champlin Jr., Trustee of the Champlin Family Trust dated 2-7-03

By: Jennifer A. Champlin
Title: Jennifer A. Champlin, Trustee of the Champlin Family Trust dated 2-7-03

State of California)
County of San Diego)

On August 23, 2005, before me, Jessica Orman, a Notary Public, personally appeared William G. Champlin Jr. and Jennifer A. Champlin,

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.

Jessica Orman
Notary Public



10484

Declarant(s) - Ann N. Bragg, Trustee of the Ann N. Bragg Family Trust dated 8-29-03
Owner of the Living Unit Consisting of Spaces No. LU-156, C-156, UR-156 and P-156
(APN 274-590-22-12) Commonly described as: 12265 Santiago Road West, San Diego, CA 92128

By: Ann N. Bragg Trustee
Title: Ann N. Bragg, Trustee of the
Ann N. Bragg Family Trust dated 8-29-03

State of California)
County of San Diego)

On Aug. 23, 2005, before me, Janet L. Miller, a Notary Public,
personally appeared Ann N. Bragg,

[] personally known to me
- OR -
[X] proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Janet L. Miller
Notary Public

