

RECORDED AT THE
REQUEST OF:

Jean Rockwell, Chairman

**WHEN RECORDED MAIL
TO:**

Mount Vista Homeowners
Association
C/o Jean Rockwell, Chairman
180 Mountain Vista Circle
Santa Rosa, CA 95409



GENERAL PUBLIC
05/14/2004 09:33 DCLRE
RECORDING FEE: 22.00
PAID

2004072981

OFFICIAL RECORDS OF
SONOMA COUNTY
EEVE T. LEWIS

6 PGS



Space Above This Line for Recorder's Use

**OWNER-OCCUPANCY ONLY RENTAL LIMITATIONS
AMENDMENT TO OAKMONT VILLAGE
DECLARATION NO. 26**

This is an amendment to those certain protective restrictions entitled "OAKMONT VILLAGE DECLARATION NO. 26 OF PROTECTIVE RESTRICTIONS" recorded in the Official Records of Sonoma County on July 17, 1978, in Book 3425, Page 488 (hereinafter the "Declaration").

The property subject to said Declaration and this amendment is particularly described as follows:

All that certain real property situated in the City of
Santa Rosa, County of Sonoma, State of California, as
Shown on maps entitled, 'OAKMONT NO. 14B' and
Recorded on the 17th day of July, 1978, in Book 272 of
Maps as pages 11 and 12 in the Office of the Recorder
In the County of Sonoma, State of California (hereinafter
The "property" or the "subject property")

THE AMENDMENT:

It is hereby certified by the undersigned that Article III of the OAKMONT VILLAGE DECLARATION NO. 26 OF PROTECTIVE RESTRICTIONS is hereby amended to add the following additional subsection 4:

Section 4. Owner Occupancy Only / Rental Restrictions:

(a) **Purposes for Amendment.** There is a growing and pronounced need for the owners of the lots subject to this Declaration to adopt a policy and restrictions which place limits on rental of the units within the Project. Among the principal reasons for this Amendment are the following:

1. The Protective Restriction for the property require that members of the maintained area association elect a BOARD OF GOVERNORS. It is desirable that Governors be owner - occupants. Because absentee owners are often not geographically close enough to serve on the Board, and because the retirement community aspect of Oakmont further reduces the pool of available BOARD members due to aging and health issues, there is a growing need to increase the pool of available owner-occupants from which to select a BOARD OF GOVERNORS.
2. There are already federally mandated , owner-occupancy, financing loan guidelines which, if not adhered to, will eventually render it difficult or impossible to secure financing and refinancing of homes. These guidelines are issued by such Federal agencies as the Department of Housing and Urban Development (HUD), the Federal National Mortgage Association (FNMA) and the Federal Home Loan Mortgage Corporation (FHLMC); and
3. There is a need to maintain the Project and enhance the market value of the Lots within the property. The feeling of permanence and pride of ownership is more reflective of communities with larger numbers of owner-occupants.

- (b) **Owner Occupancy Requirement.** Except as otherwise provided in this Amendment, commencing on the effective date of this Amendment, all residences in the Project shall be owner-occupied except that up to twenty percent (20%) of the residences located on the lots subject to this Declaration may be rented with permission of the Board of Governors. All remaining residences must be owner-occupied.
- (c) **Rules and Procedures** The Board of Governors shall adopt a set of guidelines and procedures to implement this Amendment. Included on such guidelines and procedures shall be a process for no less than an annual review and inventory of the number of lots in the Project which are owner-occupied and which are rentals ; a formal application process; a fair and impartial waiting list procedure to allow for the circumstances where the rental rate is already equal to or exceeds the twenty percent (20%) limitation; a procedure to implement the hardship exemption provisions set forth below, and such other procedures and rules as are reasonably necessary to carry out this Amendment. Such Rules and Procedures shall be printed and distributed to the owners at least once a year.
- (d) **Hardship Exemptions** Recognizing that a strict twenty percent (20%) rental occupancy rate may operate as a hardship, the Board of Governors may allow an owner to rent his, her or its unit in spite of the twenty percent (20%) limitation upon a formal written application by the owner when such rental is appropriate due to :
- i) Serious health issues involving the owner or some other person towards whom the owner has a significant relationship or responsibility;
 - ii) Significant financial hardship of the owner or some other person towards whom the owner has a significant relationship or responsibility, or;
 - iii) Acquisition by an under age-55 person of ownership in a Lot due to the death, succession, or other qualified transfer of a previously qualified owner. The period of this hardship exemption shall be until the under age-55 person who acquired the unit is first eligible to be an occupant of the unit.
 - iv) Some other significant hardship in life meriting exceptional treatment.

- (e) **Prospective Operation** Only In order to recognize the vested rights of existing property owners, this Amendment shall not apply to existing owners, or to existing mortgagors, who shall remain free to continue to rent or occupy their residences despite the twenty percent (20%) rental limitation, the same as if this Amendment were not in place. This Amendment shall apply prospectively only, to each lot for which the title or ownership (legal and equitable) changes on or after the effective date the Amendment is recorded.
- (f) **Savings Clause** If any term, provision, covenant or condition of this Amendment is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Furthermore, should an decision, statute or other law impose limitations or requirements which affect the terms and conditions of the rental restriction limitations adopted in this Amendment, it is the intent of those adopting this Amendment that the Amendment shall thereupon be further amended and changed to adopt such lawful changes and limitations, so that this Amendment shall be construed and interpreted as consistent with such decision, statute or law, to the fullest extent possible.
- (g) **Remainder of Declaration Unaffected** All other provisions of the Declaration shall remain in full force and effect.

CERTIFICATION

THE UNDERSIGNED HEREBY DECLARE THAT, PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1355, MORE THAN SEVENTY-FIVE PERCENT (75%) OF THE OWNERS COVERED BY THE ABOVE-REFERENCED DECLARATION (WHICH IS THE REQUISITE PERCENTAGE FOR APPROVAL) HAVE APPROVED THE AMENDMENT AS STATED ABOVE, IN WRITING, AND THAT THE UNDERSIGNED ARE OFFICERS OF THE GOVERNING BODY, CHARGED WITH THE OBLIGATION TO SO CERTIFY THIS AMENDMENT.

Dated: 6/13/04 Jean M. Rockwell (Signature)

JEAN M. ROCKWELL

CHAIRMAN

MOUNT VISTA HOMEOWNERS ASSOCIATION

Dated: 5/13/04 Hyam Liebling (Signature)

HYAM LIEBLING

CO-CHAIRMAN

MOUNT VISTA HOMEOWNERS ASSOCIATION

Dated: 5/13/04 Laurence A. Storbo (Signature)

LARRY STORBO

CO-CHAIRMAN

MOUNT VISTA HOMEOWNERS ASSOCIATION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SONOMA } ss.

On May 13, 2004, before me, Regina L. Skoog,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Jean M. Rockwell, Hyman Liebling and Larry Storo,
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.

Regina L. Skoog
Signature of Notary Public

Place Notary Seal Above

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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