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Deva Marie Proto



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**AMENDMENT TO OAKMONT VILLAGE DECLARATION NO. 46 OF PROTECTIVE
RESTRICTIONS – PLEASANT VISTA OWNERS ASSOCIATION**

This is an amendment to those certain protective restrictions entitled, "Oakmont Village Declaration No. 46" (the "CC&Rs") for the Pleasant Vista Owners Association recorded on January 15, 1992, as Document Number 1992-0004298 in the Official Records of Sonoma County and affecting all property described in said CC&Rs, as it has been amended from time to time, and is further amended as set forth below.

The property subject to said Declaration is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

It is hereby approved by a three-fourths (3/4) vote of the majority of the membership that Article VII, Section 6(f)(2) of the CC&Rs is hereby restated and amended as follows:

1. By the Board: The Board shall act diligently to procure and pay for a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, if available, on all structures located within the Project, with a responsible insurance company. The insurance shall cover the replacement cost of such improvements. Such insurance shall be written under a master plan, and certificates of individual insurance shall be delivered to each owner. Said certificates shall set forth the amount and type of coverage for each individual unit and shall specify the premiums payable therefor. Each structure within the Project shall be kept insured to its full insurable value at all times.

In the event of loss or damage by fire or other casualty covered by said insurance, the proceeds thereof shall be paid to an insurance trustee to be designated by the Board; and subject to prior rights of mortgages, said proceeds shall be used for the repair and rebuilding of the damaged property. All proceeds over and above those necessary for the repair and rebuilding of the damaged property shall be paid to the owners of the holder of the beneficial interest in any mortgage or deed of trust, as their interests may appear.

The premiums for insurance procured under a master plan shall be assessed to the individual owners in amounts equal to the actual cost of the insurance, as shown on the certificates above referred to. The cost of the insurance upon the common area, together with any charge for setting up the master plan, if any, which charge is not included in the costs shown on

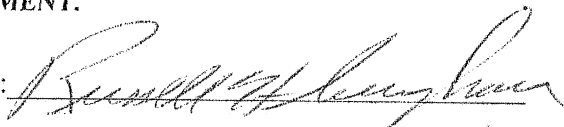
the certificates of insurance above referred to, shall be assessed equally to the owners. All such assessments and liens securing the same shall be fixed, levied, and enforced in the same manner and to the same effect as those provided for in Articles VIII and IX hereof.

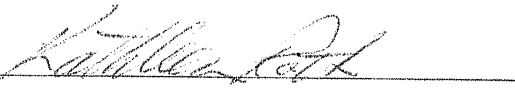
In the event insurance is purchased by the Board under a master plan, it shall be the responsibility of each individual owner to procure such insurance, they may desire over and above that included in the certificate of insurance, including insurance on the personal property of the owners. No purchase of insurance by an owner shall relieve that owner of his liability to pay their proportionate share of the insurance provided by the Board under a group master plan.

2. By the Owners: In the event the Board is unable to procure a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, or is not able to procure such an insurance policy at a price acceptable to the Board, in the Board's sole discretion, each owner shall be responsible for procuring a policy of standard fire and extended coverage insurance, for their individual Units and Lots. The Board shall notify the Members of its inability to procure insurance no later than three (3) months prior to the expiration of the term of the policy of insurance then in place.

3. Restoration: The Owner of a damaged Lot and/or Unit must restore the Unit and all improvements on the Lot according to the original plans and specifications with required code upgrades or in accordance with plans approved by the Architectural Committee. The Owner must commence restoration as soon as reasonable possible and complete the restoration work within two years after commencement, or such other period of time as may be granted, in writing, by the Board.

THE UNDERSIGNED HEREBY DECLARE THAT, PURSUANT TO CIVIL CODE SECTION 4270, MORE THAN SEVENTY-FIVE PERCENT 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.

Date: 3/16, 2021 Signature: 
Print Name: Russell H. Cunningham
Title: President

Date: March 16, 2021 Signature: 
Print Name: Kathleen Roth
Title: Secretary