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2021 AMENDMENT 2 TO  
OAKMONT VILLAGE DECLARATION NO. 43  
OF PROTECTIVE RESTRICTIONS

THIS AMENDMENT (the "Amendment") to Oakmont Village Declaration No. 43 of Protective Restrictions, recorded in the Office of the County Recorder of Sonoma County, California, on February 14, 1989 as instrument No. 1989012877 (the "Original Declaration), is made this 26<sup>th</sup> day of October, 2021, by the Singing Brook Owners Association, an unincorporated association.

The Original Declaration encumbers the real property described as follows:

All that certain real property situated in the City of Santa Rosa, County of Sonoma, State of California being lots 1 through 49, as shown on the maps, entitled "Oakmont No. 17F" and recorded on the 27th day of December, 1988, as instrument No. 88110741 in Book 430 of Maps at pages 30-33 in the Office of the Recorder of County of Sonoma, State of California

(a) By this document, the Original Declaration is amended pursuant to the provisions of Article XI, Section 2 thereof, as follows:

Article VII Section 6(f)(2) is hereby amended to read in its entirety as follows:

(2) The Board shall procure and pay for insurance as set forth in Article VII Section 9.

Article VII Section 9 is hereby added to read in its entirety as follows:

Section 9 INSURANCE:

(a) Except as provided in subsection (c), the Owners Association shall obtain and maintain the following insurance:

(i) Hazard & Property Coverage: A master special forms policy insuring all improvements, equipment and fixtures in the Project in the amount

designated by the Board of Governors as the reasonable replacement cost thereof with policy limits of no less than 100% of the insurable value. Such policy does not include any Members' personal property.

(ii) General Liability: A comprehensive general liability policy insuring the Owners Association, its agents, the Owners and their respective family members, against liability incident to the ownership or use of the Common Area or any other Owners Association owned or maintained real or personal property. The amount of general liability insurance that the Association shall carry at all times shall be not less than the minimum amounts required by Civil Code §5800 and §5805;

(iii) Workers' Compensation: Workers' compensation insurance to the extent required by law (or such greater amount as the Board of Governors deems necessary or advisable). The Owners Association shall obtain a Certificate of Insurance naming it as an additional insured in regard to workers' compensation claims from any independent contractor who performs any service for the Owners Association, if the receipt of such a certificate is practicable;

(iv) Directors & Officers: Officers and directors liability insurance in at least the minimum amounts required by Civil Code §5800;

(v) Owners Association Funds: Fidelity bonds or insurance covering officers, directors, management company, and employees that have access to any Owners Association funds as required by Civil Code § 5806;

(vi) Earthquake Insurance: The Owners Association may, but is not required, to obtain earthquake insurance or to establish an earthquake reserve account. The Owners Association, directors, officers, and manager shall not be liable for the failure to obtain or maintain earthquake insurance. The Board of Governors may periodically submit to the Members the question of whether or not to obtain earthquake insurance, which may be submitted in the form of a vote to increase Assessments to cover the cost. The cost of the deductible(s) due to an earthquake loss to Common Area shall be borne equally by all Members and/or paid from reserve funds, if any. The cost of any other funding shortfall due to an earthquake loss shall be the responsibility of the affected Members.

(vii) Other Insurance: Such other insurance as the Board of Governors in its discretion considers necessary or advisable.

(b) Amount, Term and Coverage. The amount, term and coverage of any policy required hereunder shall be no less than that which is customary for similar policies on similar projects in the area. The Board of Governors shall

adopt a policy regarding payment of deductibles on any insurance coverage. Unless the Board of Governors determines otherwise, the Owners responsible for the damages, if any, shall pay deductibles required under any insurance claims.

(c) Inability to Obtain Master Casualty Coverage. In the event the Owners Association is unable to obtain master special forms policy insuring all improvements, equipment and fixtures in the Project as required in section (a)(i) at a cost the Board of Governors determines is reasonable, the Owners Association may require the Owners to insure their own lots or casualty loss. The decision to shift the responsibility for casualty insurance of the Lots to the Owners will be made at an open Board of Governors meeting. If, within 15 days after the meeting at which such Board of Governors decision was made, 5% of the Members provide written notice to the Board of Governors that they object to the shift in insurance responsibility, the Board of Governors shall put the decision to a vote of the Owners in the form of a vote on the increase of assessments to cover the costs of the Owners Association obtaining the master special forms policy insuring all improvements, equipment and fixtures in the Project.

(d) Representation for Claims. Each Owner appoints the Owners Association or any insurance trustee designated by the Board of Governors to act on the Owners' behalf in connection with all insurance matters arising from any insurance policy maintained by the Owners Association, including without limitation, representing the Owners in any proceeding, negotiation, settlement or agreement.

(e) Review of Policies. The Board of Governors shall periodically (and not less than once every 3 years) review all insurance policies maintained by the Owners Association to determine the adequacy of the coverage and adjust the policies accordingly.

(f) Members' Required Insurance.

(i) Every Member is required to carry Comprehensive Personal Liability Insurance. Each Member should consult his or her insurance agent as to the most appropriate insurance. A Member landlord shall recommend to his or her tenants that the tenants should maintain similar insurance. Unless otherwise determined by the Board of Governors, the amount of each Member's liability coverage shall be no less than \$500,000.

(ii) Insurance provided by the Owners Association does not cover many risks and liabilities Members and residents may incur. For example, if a Member caused a fire which also damaged an adjacent Lot, the Owners

Association's master policy may not restore areas of the adjacent Lot which have been upgraded, will not cover the personal property in the adjacent Lot, and will not pay for or defend the Member against the neighbor's claim for damages. The Owners Association's policies do not pay for personal property or living expenses during repairs. The Owners Association's policy may not cover improvements or upgrades made to a Lot, and any improvements made by a Member to his or her Lot may be separately insured by the Member, but the insurance is to be limited to the type and nature of coverage commonly known as "Improvements Insurance." The Owners Association shall make available to all Members a copy of the Owners Association's policy to enable Members to insure their Lots without duplicating insurance carried by the Owners Association and triggering a co-insurance clause in the Owners Association's policy. It is very important that each Member consult with his or her insurance agent in obtaining the insurance required above. The subject of loss assessment coverage generally and loss assessment coverage for earthquake damage should also be addressed.

(iii) In the event the Board of Governors shifts the responsibility for casualty insurance to the Owners under subsection (c) above, Owners must carry casualty insurance sufficient to restore or replace their Lot after fire or other casualty loss.

(iv) The Board of Governors may require evidence of Member or resident compliance with this section, but shall not be required to do so. The Owners Association shall have no liability for failure to confirm that Members or other residents have procured such insurance.

(g) Additional Endorsements: To the extent not included in the basic policy coverage, the following endorsements should be included, as deemed appropriate by the Board of Governors: building ordinance, demolition, increased cost of construction and contingent liability from the operation of building laws, inflation guard coverage, "agreed amount" endorsement, replacement cost endorsement; and primary coverage endorsement.

(h) Copies of Policies; Notice to Members. The Owners Association shall make available to all Members a copy of the Owners Association's policy. The Owners Association shall distribute annually to the Members a summary of the Owners Association's insurance policies as required by Civil Code §5300(b)(9) and as provided in the Bylaws. The Owners Association, as soon as reasonably practical, shall notify its Members by Individual Delivery if any of the policies have been cancelled and not immediately renewed or restored or if there is a significant change (such as a reduction in coverage or limits or an increase in the deductible for any policy). If the Owners Association receives any notice of

non-renewal of a policy, the Owners Association shall immediately notify its Members if replacement coverage will not be in effect by the date the existing coverage will lapse.

To the extent that the information required to be disclosed by §5300(b)(9) is specified in the insurance policy declaration page, the Owners Association may meet its disclosure obligations by distributing copies of the declaration page to all its Members.

(i) Limitation on Liability. The Owners Association, and its directors and officers, shall have no liability to any Owner or Mortgagee if, after a good faith effort, it is unable to obtain the insurance required hereunder, because the insurance is no longer available or, if available, can be obtained only at a cost that the Board of Governors in its sole discretion determines is unreasonable under the circumstances, or the Members fail to approve any assessment increase or special assessment needed to fund the insurance premiums. In such event, the Board of Governors shall immediately notify each Member and any Eligible Mortgage Holder that the insurance will not be obtained or renewed.

(b) Invalidation of any provision contained in this Amendment by judgment, court order, or otherwise, shall in no way affect any other provision contained herein, or in the Declaration, which shall remain in full force and effect.

(c) All terms used in this Amendment which are defined in the Declaration shall have the same meaning as in the Declaration.

The undersigned is the President of the Singing Brook Owners Association, and hereby certifies and declares that this amendment is approved upon the affirmative vote, by secret written ballot, of three-fourths (3/4) of the total voting power of the Association.

SINGING BROOK OWNERS ASSOCIATION,  
An unincorporated association.

By: Tommy M. Gadsbome  
Singing Brook HOA, President

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA    )  
  ( ss.  
COUNTY OF SONOMA    )

On Oct 27, 2021, before me, CAROL Palombino, Notary Public, personally appeared Jerry M. Gladstone, who 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.

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

WITNESS my hand and official seal

*Carol Palombino*

