

EXCLUSIVE USE COMMON AREA
AMENDMENT

RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:

Rockgreen Owners Association
c/o Dwight Myllenbeck, Chairman
354 Rockgreen Place
Santa Rosa, CA 95409

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Official Records Of Sonoma County
William F. Rousseau

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COMMON AREA EASEMENT AMENDMENT
TO
OAKMONT VILLAGE DECLARATION NO. 13
OF PROTECTIVE RESTRICTIONS

THIS AMENDMENT (the "Amendment") to the Oakmont Village Declaration No. 13 of Protective Restrictions, recorded in the Office of the County Recorder of Sonoma County, California on October 15, 1969 in Book 2423, Page 860 et seq. (the "Original Declaration") is made this 14 day of FEB, 2018 by the owners of record of the Lots within the Project and by the Rockgreen Owners Association, an unincorporated association (the "Association").

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 the Map Entitled "Resubdivision of a Portion of Lots 110 and 120, Condominium, Oakmont No. 1" and recorded on August 6, 1969 in Book 135 of Maps, Pages 19 and 20, in the office of the Recorder of the County of Sonoma, State of California.

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

a. Article XV is hereby added and shall read in its entirety as follows:

ARTICLE XV

Allocation of Common Area property as Exclusive Use Common Area

Section 1- Introduction

(a) The purpose of this Article is to formally allocate a specified portion of the Common Area to each and every Lot within the Association as Exclusive Use Common Area intended for the sole and exclusive use of each Lot Owner.

(b) This Article has been added to the Declaration (a) to bring the existing usage of Common Area property in line with the current law; (b) to allocate to each Lot a portion of the Common Area as Exclusive Use Common Area, for the sole and exclusive use of the Lot; and (c) to define the uses permitted thereon.

Section 2 - Allocation of Exclusive Use Common Area

(a) Each Lot within the Association shall have allocated to it the specific portion of the Association's Common Area as defined herein as Exclusive Use Common Area. Each Owner shall be entitled to the sole and exclusive use of the allocated Exclusive Use Common Area only for the purposes described herein. Any changes in usage shall be subject to the approval by the Board of Governors and by the Architectural Committee, where Architectural Committee approval is required under this Article.

(b) For each Lot within the Association, the Owner's usage of Common Area for exclusive purposes and existing on August 31, 2017 is hereby deemed appropriate and approved, and henceforth shall be considered as Exclusive Use Common Area whether initially provided by the Declarant or subsequently approved by the Board of Governors and the Architectural Committee.

(c) Owners shall be responsible for the maintenance, repair, and replacement of that portion of the Exclusive Use Common Area allocated to their Lot used for patios, decks, enclosed porches, and sunrooms as existing on August 31, 2017 and deemed approved under Section 2(b) of this Article. Owners also shall be responsible for the maintenance, repair, and replacement of that portion of the Exclusive Use Common Area allocated to their Lot for which the usage has been approved by the Board of Governors under Section 4 of this Article. The Board of Governors may, as part of their approval process, enter into specific maintenance agreements with individual Lot Owners for the maintenance and upkeep of the allocated Exclusive Use Common Area.

(d) It is the purpose of this Amendment to provide all the owners of the Lots within Rockgreen, a standard eight foot (8') Exclusive Use Common Area easement, as more specifically set forth in Section 3.

(e) Existing Exclusive Use Common Areas uses which are approved by this amendment may subsequently be modified to conform to the eight (8) foot easement.

Section 3 - Specific Restricted Common Area Allocations

(a) For lots with the Triplex A Unit floor plans, the Exclusive Use Common Area shall be the area enclosed by extending both side eave lines outward from the rear eave

line of the home for a distance of eight (8) feet and a line parallel to the rear eave line connecting the end points of the side eave line extensions, perpendicular to the side wall.

Triplex A Unit Homes:

320 Rockgreen Place	382 Rockgreen Place
341 Rockgreen Place	387 Rockgreen Place
342 Rockgreen Place	391 Rockgreen Place
354 Rockgreen Place	394 Rockgreen Place
371 Rockgreen Place	

(b) For Triplex A Unit located at 391 Rockgreen Place, the existing fence which exceeds the eight (8) foot distance is approved, but no additional area will be permitted to be added.

(c) For lots with the Triplex B Unit floor plans, the Exclusive Use Common Area shall be the area enclosed by extending both side eave lines outward from the rear eave line of the home for a distance of eight (8) feet and a line parallel to the rear eave line connecting the end points of the side eave line extensions.

Triplex B Unit Homes:

339 Rockgreen Place	344 Rockgreen Place
352 Rockgreen Place	385 Rockgreen Place

(d) For Triplex B Units located at 386 and 392 Rockgreen Place which have previously been modified, the Exclusive Use Common Area shall be the area enclosed by an extension of the side eave line on the patio door side of the home a distance of eight (8) feet until it meets a sideward extension of the line for the shared wall of the home.

(e) For Triplex B Units located at 324, 375, and 395 Rockgreen Place, the Exclusive Use Common Area shall be the area enclosed by extending both side eave lines on the patio door side of the home a distance of eight (8) feet.

(f) For lots with the Triplex C floor plan, the Exclusive Use Common Area shall be the area enclosed by an extension of the side eave line on the front side of the home a distance of eight (8) feet from the side eave line and a line running parallel to the side eave line of the home eight (8) feet until it meets a sideward extension of the line for the shared wall of the home.

Triplex C Unit Homes:

322 Rockgreen Place	337 Rockgreen Place
346 Rockgreen Place	350 Rockgreen Place
373 Rockgreen Place	383 Rockgreen Place
384 Rockgreen Place	390 Rockgreen Place
393 Rockgreen Place	

(g) For lots with the Manzanita floor plan, the Exclusive Use Common Area shall be the area enclosed by extending both side eave lines outward from the rear eave line of the home outward for a distance of eight (8) feet.

Manzanita homes:

304 Rockgreen Place

345 Rockgreen Place

370 Rockgreen Place

(h) For Manzanita homes located at 312 and 358 Rockgreen Place, the existing use of the patio area is approved, but no additional area will be permitted to be added.

(i) For the Oakwood home located at 398 Rockgreen Place, the Exclusive Use Common Area shall be the area enclosed by extending the rear eave line of the set-back outward for a distance of eight (8) feet, but does not include the entire rear of the home (closing in the L-shape of the home).

(j) For the Oakwood homes located at 308, 328, and 378 Rockgreen Place, the existing patios which extend beyond eight (8) feet from the eave line on the kitchen/dining room side of the home are approved, but no additional area will be permitted to be added.

(k) For lots with the Poplar floor plan, the Exclusive Use Common Area shall be the area enclosed by extending the original rear eave line of the home outward for a distance of eight (8) feet.

Poplar homes:

300 Rockgreen Place

316 Rockgreen Place

366 Rockgreen Place

374 Rockgreen Place

(l) For lots with the Sequoia 14 floor plan located at 336 and 338 Rockgreen Place, the Exclusive Use Common Area shall be the area enclosed by extending the rear eave line of the set back outward for a distance of eight (8) feet and a line parallel to the rear eave line connecting the end points of the side eave line extensions with the extension of the shared wall line. The existing patios are approved, but no additional area will be permitted to be added.

(m) For lots with the Birch floor plan located at 332 and 362 Rockgreen Place, the Exclusive Use Common Area shall be the area enclosed by extending the front and back eave lines on the kitchen/dining area of the home outward for a distance of eight (8) feet. ~~The existing patio and deck areas are approved, but no additional area will be permitted.~~

(n) The following exceptions to the general allocation rules shall limit the size of the Exclusive Use Common Area for any Lot meeting the exception condition.

(1) If the allocated area extends beyond the property line of the Common Area, the Exclusive Use Common Area shall be limited to that portion of the allocated area lying within the Common Area property line.

(2) If the allocated area for any two adjoining Lots shall overlap, the overlapping section shall be split as determined by mutual agreement of the Lot Owners or, if no mutual agreement can be achieved, as decided by the Board of Governors.

(3) Eave lines shall be determined based on the primary eave line on the selected side of the home ignoring any patio covers or other roof segments that may extend out further than two (2) feet from the outer wall of the home. Within Triplex walkways, the eave line on the walkway side shall be considered to be two (2) feet out from the wall of the home.

Section 4 - Use of Exclusive Use Common Areas

(a) Individual Owners may utilize all or a portion of the Exclusive Use Common Area for any residence-related use approved by the Board of Governors. The used portion of the Exclusive Use Common Area may be enclosed, wholly or partially, by fencing or landscaping. If fencing is used for enclosure, the fencing shall be maintained by the Lot Owner and shall conform to the OVA Architectural Committee guidelines. If landscaping is used for enclosure, the Lot Owner shall be responsible for maintaining said landscaping to the standards established by the Board of Governors.

(b) Within the Exclusive Use Common Area, the Lot Owner may construct a patio, deck, garden, pet area, or any other residence-related purpose approved by both the Board of Governors and the OVA Architectural Committee. The construction of patio covers, trellises, fences, and landscaping shall be subject to approval by both the Board of Governors and the OVA Architectural Committee.

(c) Any construction which requires new or different outdoor watering systems, relocation of irrigation lines, or drip systems shall be subject to approval by both the Board of Governors and the OVA Architectural Committee. Such construction and or relocation shall be done at the Lot Owner's expense but shall subsequently be maintained by the Rockgreen Owners Association.

(d) Fences and landscape enclosures shall be limited to heights as stated in the Oakmont Architectural Guidelines and Standards regardless of their proximity to any Golf Course or property boundary. The addition of Golf Ball Screens, either as part of or separate from, any enclosure fence shall not be subject to this height limit.

(e) Painted fences enclosing an Exclusive Use Common Area shall be repainted, at the Lot Owner's expense, on the same schedule as the Lot Owner's home and shall

match the exterior color of the home.

(f) In giving its approval, the Board of Governors shall apply the same standards, rules and procedures as applicable to Owner Maintained Lots within Oakmont Village Association. In considering its approval, the Board of Governors shall treat the involved Exclusive Use Common Area as being owned by the individual Owner.

(g) The determination whether or not the proposed use of Exclusive Use Common Area is acceptable and appropriate shall rest solely with the Board of Governors of the Owners Association.

Section 5 - Adjustment of Allocated Common Area for Lots

(a) Changes to the Exclusive Use Common Area for any Lot shall be permissible with the approval of fifty-one percent (51%) of the then current Owners by secret written ballot and the approval of the Board of Governors. The Lot Owner shall be responsible for the cost of soliciting and verifying the secret ballot.

(b) Owners seeking to modify the Exclusive Use Common Area for their Lot shall submit to the Board of Governors a written description and plot map showing the proposed change.

(c) Upon receipt of the Petition for Approval and prior to giving its approval, the Board of Governors shall contact the owners of all Impacted Lots at least thirty (30) days prior to its action and consider their objections and concerns. The Board of Governors may give its approval to the proposed change in Exclusive Use Common Area after it considers the written objections of Impacted Lot Owners received five (5) days before the Board Meeting and determines that the change is reasonable and appropriate. Upon approval by the Board of Governors, the Association shall distribute ballots and conduct voting as required by Civil Code section 5100 et seq. The Lot Owner will be responsible for the cost of soliciting and verifying the secret ballot process.

(d) An Impacted Lot Owner is the Owner of any Lot within the Association whose Lot is within 200 feet of any portion of the Lot requesting the change and that will have visual contact with the existing or proposed Exclusive Use Common Area,

Section 6 - Golf Course Fences, Hedges, Golf Screens and Retaining Walls

(a) Owners with the approval of the Board of Governors and OVA Architectural Committee, at Owner's expense, may install level fences or plant low hedge barriers to separate Common Area from Oakmont Golf Club property.

~~(b) Any such fence or hedge barrier must comply with the Oakmont Architectural Standards and Guidelines.~~

(c) In approving any barrier fence or hedge, the Board of Governors shall

endeavor to maintain consistency of the barrier type and appearance throughout the Association.

(d) Where there is significant difference in the ground level between the Common Area property and the adjoining Oakmont Golf Course property, retaining walls may be constructed as needed or appropriate. The Owner shall obtain all applicable government approvals and permits. Unless otherwise agreed to by the Board of Governors, the cost of construction and maintenance of retaining walls will be paid by the Lot Owner. Retaining walls in place as of August 31, 2017, shall continue to be maintained by the Owners Association.

(e) For any boundary hedge or fence, the Board of Governors shall be responsible for working with Oakmont Golf Club to determine the exact location of the property line and placement of said boundary hedge or fence.

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, as Chairman of the Rockgreen Owners Association, hereby certifies and declares that pursuant to the provision of Article XI, section 2 of the Original Declaration, as amended October 15, 1969, in Book 2434, Page number 860 et seq. in the Official Records of Sonoma County, California and Civil Code section 5100 et seq., the foregoing Amendment was approved by the affirmative vote, by secret written ballot, of the Members representing three-fourths (3/4) of the Lot Ownerships, on 14 day of FEB 2018.

Dated: 14 FEB 2018

ROCKGREEN OWNERS ASSOCIATION

BY Dwight Myllenbeck
Dwight Myllenbeck
Chairman, Board of Governors

Notary Certificate Attached

CALIFORNIA ALL PURPOSE 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)

COUNTY OF Sonoma)

On 2-14-18 before me, Symon Davis Notary Public,

Date

(here insert name and title of the officer)

personally appeared Dwight W Myllesbeck

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.



Signature [Handwritten Signature] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____