

## Public Comments Received

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Ms. Hartman,

Attached please find the letter sent to Mr. Ebright who has applied to the city for Active Motion Massage in his home.

The Governing documents of the HOA do not allow home businesses.

Carol Rogers

*Received on Tuesday, March 17, 2026*

(ATTACHMENTS PROVIDED ON NEXT PAGES)

**VISTA DEL LAGO OWNER'S ASSOCIATION**

c/o Premier Property Services  
1451 Guerneville Rd, #220  
Santa Rosa, CA 95403  
707-544-2005 | Fax 707-546-4321

**SENT VIA EMAIL AND USPS**

March 17, 2026

Anthony Ebright  
3006 Aurora Ct.  
Santa Rosa, CA 95405  
anthonyebright@gmail.com

Re: Application for Active Motion Massage

Mr. Ebright:

It has come to my attention that you have applied for a business license to operate the Active Motion Massage from your home at 3006 Aurora Ct.

Please be advised that the Governing Documents of the Vista Del Lago OA do not allow businesses to be operated from the individual homes.

I have enclosed the CC&Rs for your information and review. Please see Article VI; Section 1. (a) Lots and Common Area – Page 8.

Respectfully,

*Carol Rogers*

Carol Rogers, CCAM  
Senior Community Manager  
Premier Property Services  
707-596-9839  
[carol@premierpsinc.com](mailto:carol@premierpsinc.com)

cc: Vista Del Lago Board of directors  
Suzanne Hartmen, Project Planner, City of Santa Rosa – [Shartman@srcity.org](mailto:Shartman@srcity.org)

Return to  
Great Western Savings & Loan  
855 Fourth Street  
S.R.

BOOK 2652 PAGE 99

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
VISTA DEL LAGO

THIS DECLARATION, made on the date hereinafter set forth by GREAT WESTERN SAVINGS AND LOAN ASSOCIATION, a corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Santa Rosa, County of Sonoma, State of California, which is more particularly described as:

Lots 1 thru 8, inclusive, and Lots A, B and C as shown upon the map entitled "Vista Del Lago Subdivision" and recorded in Book 172 of Maps, Pages 39, 40, & 41 on August 4, 1972 in the Office of the Sonoma County Recorder.

The attached information was compiled by the North Bay Title Company Customer Service Department. The Company assumes no liability for the accuracy of this information. If you wish the Company to assume liability for the information supplied, you must make application and pay the fee for the issuance of a Policy of Title Insurance and/or Guaranty.

RECORDED AT REQUEST OF FIRST AMER. T. CO.  
AT 35 MIN. PAST 10 M.  
Official Records of Sonoma County, Calif.  
H. H. Long COUNTY RECORDER  
Date AUG 4 1972  
Fee \$21.00 Paid.

BOOK 2652 PAGE 99

M 85518

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Associaticn" shall mean and refer to VISTA DEL LAGO OWNERS ASSOCIATION, a non-profit California corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner (or owners) of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Occupant" shall mean tenants and lessees of an owner (or owners) of a fee simple title to any lot designated for and used as a multiple family dwelling lot.

Section 4. "Properties" shall mean and refer to that certain real property described on Page 1 hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All that real property situate in the City of Santa Rosa, County of Sonoma, State of California, described as Lots A, B and C, subject to drainage easement "X" all as shown upon the map entitled "Vista Del Lago Subdivision" recorded August \_\_\_\_\_, 1972 in Book \_\_\_\_\_ of Maps, Pages \_\_\_\_\_, Sonoma County Records.

Section 6. "Lot" shall mean and refer to any plot of the land described hereinbefore on Page 1 and as shown as a lot upon the recorded subdivision map of the Properties or any resubdivision thereof, with the exception of the Common Area.

Section 7. "Declarant" shall mean and refer to GREAT WESTERN SAVINGS AND LOAN ASSOCIATION, a corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) all of the rights, duties and obligations of a member of Association;

(b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(c) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, occupants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of membership: Class A members shall constitute the voting membership, shall be all Owners, including Declarant, (except as otherwise provided in this Declaration or the By-Laws of Association) and shall be entitled to one vote for each Lot owned. If no resubdivision of the property as described above occurs, then owners shall have one vote multiplied by the number of living units upon such lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Class B members shall constitute non-voting membership of the Association, and shall include all occupants, as the same are defined in Article I Section 3, above.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien

upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, including all streets therein, and of the improvements situated upon the Properties all as set forth herein, and in the By-Laws and Articles of Incorporation of Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be TWENTY-FIVE Dollars (\$ 25.00 ) per lot multiplied by the number of living units designed for or built upon such lot:

(a) from and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the voting membership;

(b) from and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased above 3% by the vote or written assent of 51% of the voting membership; excluding Declarant.

(c) the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51% of the voting membership; excluding Declarant.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Any action authorized under Section 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all voting members not less than 7 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of the members eligible to vote on the action, members entitled to vote who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association (as designated by the Board) not later than 30 days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots based on the number of living units designed for or built upon such lot. Amounts shall be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The

Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 7 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed

by the Board. In the event said Board; or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VI

##### USE RESTRICTIONS

Section 1. Lots and Common Area. Lots, and Common Area, shall be occupied and used as follows:

(a) Each lot, except the Common Area, shall be used for residential purposes, and for no other purpose;

(b) No business or commercial activity shall be conducted on any lot except the Common Area.

(c) Nothing shall be stored in the Common Area without the prior consent of the Association;

(d) Nothing shall be done or kept in the Common Area which would increase the rate of insurance on the Common Area without the prior written consent of the Association. No owner shall permit anything to be done or kept on his lot or in the Common Area which would result in the cancellation of insurance on any residential structure or appurtenance or any part of the Common Area, or which would be in violation of any law. No waste shall be committed on any lot or in the Common Area;

(e) No sign of any kind shall be displayed to the public view on or from any lot or the Common Area without the prior written consent of the Association, excepting therefrom customary name and address signs and a "for rent" or "for sale" sign which shall not exceed 24" by 24" in dimension;

(f) No animals, livestock or poultry of any kind

shall be raised, bred, or kept on any lot or in the Common Area, except that dogs, cats, or other household pets may be kept on lots subject to rules and regulations adopted by the Association. No dogs shall be allowed on the Common Area without being held on a leash;

(g) No noxious or offensive activity shall be carried on in or upon any lot or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners;

(h) No outside television antenna or aerial or radio pole shall be erected, constructed or maintained on any lot without the prior written consent of the Association.

(i) Nothing shall be altered or constructed in or removed from the Common Area by any member except with the prior written consent of the Association;

(j) Transportation vehicles, including cars, motorcycles, bicycles, boats, trailers, trucks or campers shall be parked or stored in such area as is designated by the Association. No such vehicle shall be parked or used in or about the lots or Common Area in such a fashion to create a nuisance or to be unsightly;

(k) No fixed sports apparatus shall be attached to the exterior surface of any residential structure or appurtenance or any Common Area structure without the prior written consent of the Association; and

(l) There shall be no violation of the rules for the use of the Common Area adopted by the Association and furnished in writing to the Owners; and occupants; and the Association is authorized to adopt such rules.

## ARTICLE VII

## PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the structures upon the properties and placed on the dividing line between the lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto. There may or may not be common walls existing on properties.

Section 2. Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the costs of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or wilful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this article, any owner who by his negligence or wilful act causes or permits the party wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with the Land. The right of any owner to contribution from any other owner under this article shall be appurtenant to the land and shall pass to such owners' successors in title.

Section 6. Arbitration. In the event of any dispute

arising concerning a party wall or under the provisions of this article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision binding the parties shall be by a majority of all the arbitrators.

#### ARTICLE VIII

##### EXTERIOR MAINTENANCE

In the event an owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain, and restore the lot and the exterior of the building and any other improvements erected thereon. The costs of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

Where the ownership of any lot consists of the same being an integral part of a single residential structure, decisions affecting maintenance and repair of said structure shall be by a majority of said owners, and if a majority fail to agree, then by the Board of Directors of Association. Nothing herein contained shall affect the recognized duty of each owner to maintain and repair his property.

#### ARTICLE IX

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall

in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than 75% of the Lot owners, excluding Declarant. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the voting members of Association, excluding Declarant, provided, however, additional land, if any, owned by Declarant adjoining the properties described above may be annexed by the Declarant without the consent of members within three (3) years of the date of this instrument.

#### ARTICLE X

Section 1. No Partition. There shall be no judicial partition of the common area nor shall declarant or any person acquiring any interest in the properties or any part thereof seek any judicial partition; provided that if any lot shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein shall be deemed to prevent a judicial partition as between such co-tenants.

Section 2. Anything in this Article of this instrument contained to the contrary notwithstanding, in the event that:

(a) Three (3) years after damage or destruction to the properties and the improvements or structures situated thereon which renders substantially all thereof unfit for its use prior thereto, and the property has not been rebuilt or repaired substantially to its state prior to its damage or destruction, or;

(b) Three-fourths (3/4) or more of the properties has been destroyed or substantially damaged, and at a

duly constituted meeting of the association more than two-thirds (2/3) of the voting membership are opposed to repair or restoration of the properties, or;

(c) That the properties, including the improvements erected thereon, has been in existence in excess of fifty (50) years; that it is obsolete and uneconomic and more than two-thirds (2/3) of the owners of lots are opposed to repair or restoration of this project;

Then all of the restrictions set forth in this declaration against partition of the common area will terminate and be of no further force and effect.

#### ARTICLE XI

##### AUTHORITY OF THE BOARD OF DIRECTORS OF ASSOCIATION

Section 1. The Board, for the benefit of the owners and members shall create a maintenance fund by assessing each owner (as herein set forth in Article IV) for the same, including, but not limited to, payment of the following:

(a) Water, sewer, garbage, electrical and other necessary utility service for the common area and repair, beautification and maintenance of the common area including the streets therein;

(b) Insurance:

(1) Liability: Public liability and property damage insurance shall be purchased by the Board and shall be maintained in force at all times, the premium thereon to be paid out of maintenance fund. The insurance shall be carried in a reputable company authorized to do business in the State of California. The minimum amount of coverage shall be \$100,000.00 for bodily injury to one person, \$300,000.00 for bodily arising out of any one occurrence; and \$100,000.00 for property damage. The policy shall name the association and all owners as insured, including

declarant during such time as it shall remain the owner of one or more lots. The policy shall insure against the liability incurred to the personal injury or property damage of another arising from all activities of the association.

(2) Fire: Personal property and all physical improvements used in common and owned by the association shall be included in a fire insurance policy purchased by the association. The Board shall require each lot owner to obtain fire and hazard insurance coverage in an amount equal to the full replacement cost of the improvements on his property and, in the event of damage to or destruction of his property, to repair, restore, construct or reconstruct the damaged or destroyed improvements thereon with diligence from the proceeds of such coverage.

(3) Workman's Compensation: The Board shall purchase and maintain Workman's Compensation insurance to the extent that the same shall be required by law for employees of the association.

(4) Fidelity Bonds: The Board may also purchase and maintain a fidelity bond in the event management is employed by the association.

(5) Other Insurance: Such other insurances as the Board of Directors deems necessary or expedient shall be purchased by such board. The premiums thereon to be paid out of the maintenance fund.

(c) The services of a person or firm to manage its affairs (herein called the Manager) as well as such other personnel as the Board shall determine shall be necessary or proper for the operation of the common area facilities whether such personnel are employed directly by the Board or are furnished by the Manager, if any.

(d) Legal and accounting services necessary or proper in the operation of the common area, or the enforcement of these restrictions;

(e) Painting, maintenance, and repair of the common area improvements, including surfacing and resurfacing of streets and parking areas, and such furnishings and equipment for the common area as the Board shall determine are necessary and proper; the Board shall have the exclusive right and duty to acquire the same for the common areas;

(f) Landscaping, planting and maintenance service for the common area including, but without limitation, the provision of plants, trees and shrubs and the care thereof;

(g) Any other materials, supplies, furniture, labor, services, maintenance, repairs, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the operation of the common area or for the enforcement of these restrictions;

(h) Exterior maintenance and repair of any improvement including, but not by way of limitation, structural repair of any building if such maintenance or repair is reasonably necessary, in the discretion of the board, to protect the common area or preserve the properties, and the owner of said building has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said owner or owners; and the Board shall levy a special assessment against such owner or owners for repayment of the cost of said maintenance or repair.

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- (i) **The Board shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.**
  - (j) **Each owner shall, at his sole cost and expense, maintain and repair his lot and improvements thereon, keeping the same in good condition and making all repairs as may be required. Repair and maintenance of the exterior walls, roof and structural parts of any lot improvements forming an integral part of single residential structure shall be a joint obligation of the owners having an interest therein.**

## **ARTICLE XII**

### **ENCROACHMENT**

**Section 1. Roofs and eaves, and surfaces of structures which may be erected on Lots within properties may encroach on adjacent lots provided that such encroachment does not exceed a maximum of one foot.**

**Section 2. The owner of any lot on which there is built a structure situated at or substantially on (zero or minimal set-back from) any boundary or lot line of such lot shall, together with his agents, have an easement of access six (6) feet in width over and upon the adjacent property for purposes of maintenance and repair of his structure.**

## **ARTICLE XIII**

### **COMMON AREA USE RESTRICTIONS**

**In furtherance of the police power of the City of Santa Rosa, and as a condition**

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Santa Rosa, and as a condition to the approval by said City of the subdivision map of said properties, the following additional restrictions shall apply to the property described on Page 1 hereof:

1. The common area shall be continuously maintained for the benefit of and exclusive use of lot owners and occupants of properties.

2. The common area shall be used only for recreational purposes and such other purposes that are incidental to and ancillary to the use of the lots (exclusive of the common area) for residential purposes.

3. Any resubdivision of the lots shown on said subdivision map shall be done only with the approval and consent of City.

4. The foregoing restrictions burden the common area for the benefit of the City of Santa Rosa, a municipal corporation, and the same are enforceable by and inure to the benefit of said City.

#### ARTICLE XIV

##### RIGHT OF CITY TO COMPEL PERFORMANCE

In consideration of approval by the City of Santa Rosa, hereinafter referred to as City, of the development of the real property to which this declaration relates, declarant hereby covenants and agrees, and each owner of any lot by acceptance of any deed therefor, whether or not it shall be so expressed in deed, and all heirs, executors, administrators, assigns, its successors in interest of each such owner is deemed to covenant and agree, as follows:

##### Section 1. City's Remedy.

In the event Association fails to impose any assessment provided for by this declaration or in the event that any or all of any part of the assessments imposed by this declaration shall

remain unpaid and in default more than three months after due date thereof, City, as beneficiary of the covenants and agreements contained within this declaration on the part of declarant and on the part of each owner and all successors in interest, or as the agent of the Association and in the name of the Association may do any of the following:

- (a) Do or perform any act the Association may do or perform.
- (b) Fix the annual assessment against each lot.
- (c) Take the legal steps necessary to collect such amounts as the City may determine necessary in each individual case.

If the City takes any steps not involving court proceedings to collect any sums which should be paid to the Association as provided for in this declaration, City may fix the amount of reasonable attorney's fees in each case and the amount of attorney's fees so fixed shall be binding upon the declarant and owners and all successors in interest.

Section 2. Costs of Enforcement.

In the event that the City shall exercise any of the remedies afforded to it under the preceding section, any sums recovered from such suit or foreclosure sale or judicial foreclosure proceedings, shall be applied first to cover the City's cost of suit or foreclosure, including but not limited to filing fees, title company charges, miscellaneous foreclosure charges, and reasonable attorney's fees. The balance of any sums so recovered shall then be applied against any amount which is then lawfully owing to the City or other public entities. All remaining sums shall belong to the Association.

Section 3. Waiver.

Failure of City to enforce any covenant or restriction

herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 31<sup>st</sup> day of July, 1972.

GREAT WESTERN SAVINGS AND  
 LOAN ASSOCIATION

BY J. Ralph Stone  
 J. RALPH STONE  
 Executive Vice President

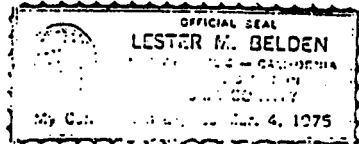
BY Maurine Griesman  
 MAURINE GRIESMAN  
 Assistant Secretary

DECLARANT

State of California  
 County of Sonoma

On this 31st day of July, 1972, before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared J. RALPH STONE and MAURINE GRIESMAN known to me to be the Executive Vice President and Assistant Secretary of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

Lester M. Belden  
 Lester M. Belden  
 Notary Public



*Not to:*  
FIRST AMER T CO

BOOK 2705 PAGE 582

*F. Ed. Williamson*

AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

This Amendment, made on the date hereinafter set forth, by GREAT WESTERN SAVINGS AND LOAN ASSOCIATION, a corporation, successor by merger to SANTA ROSA SAVINGS AND LOAN ASSOCIATION, a corporation, hereinafter referred to as "Declarant".

WITNESSETH:

Whereas, Declarant is the owner of all that real property situated in the City of Santa Rosa, County of Sonoma, State of California, described as follows:

Lots 1 thru 6, inclusive, and Lots A, B and C as shown upon the map entitled "Vista Del Lago Subdivision" and recorded in Book 172 of Maps, Pages 39, 40 and 41 on August 4, 1972 in the Office of the Sonoma County Recorder.

Declarant has heretofore caused to be recorded an instrument entitled: Declaration of Covenants, Conditions and Restrictions, in Book 2652, Page 99 Official Records, Sonoma County, California, affecting all of the property hereinabove described.

Declarant desires to amend said Declaration of Covenants, Conditions and Restrictions as follows:

1. Now therefore, Article XII, Section 2 is amended to read as follows:

"Section 2. The owner of any lot on which there is built a structure situated at or substantially on (zero or minimal set-back from) any boundary or lot line of such lot shall, together with his agents, have an easement of access six (6) feet in width over and upon the adjacent property for purposes of maintenance and repair of his structure."

The foregoing is, by this Amendment, promulgated as Article XII, Section 2 of said Declaration of Covenants, Conditions and Restrictions in lieu of the provisions of said article and

The attached information was compiled by the North Bay Title Company's Customer Service Department. This Company assumes no liability for the accuracy of this information. If you wish to verify the accuracy of the information presented, you should make separate inquiries to the appropriate authority and pay the fee for the issuance of a Policy of Title Insurance and Bond.

section contained in the recorded instrument to which reference has been made hereinabove.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 19<sup>th</sup> day of October, 1972.

GREAT WESTERN SAVINGS AND  
LOAN ASSOCIATION

BY J. RALPH STONE  
Executive Vice President

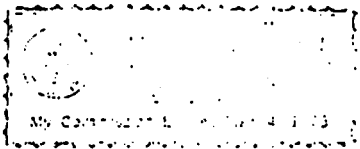
BY MAURINE GRIESMAN  
Assistant Secretary

DECLARANT

State of California  
County of Sonoma

On this 19<sup>th</sup> day of October, 1972, before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared J. RALPH STONE and MAURINE GRIESMAN known to me to be the Executive Vice President and Assistant Secretary of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

Lester M. Belden  
Notary Public



RECORDED AT  
AT Sonoma County

RECORDED  
OCT 26 1972

OFFICIAL RECORDS BOOK 2705 PAGE 582

FEES \$ 4.<sup>00</sup> PD.

N 328

Anderson, McDonald, Belcher & Kelly  
825 - 4th Street, Santa Rosa, Ca 95403

BOOK 2763 PAGE 607

RECORDED AT REQUEST OF *Attorney's*  
AT 12 MIN. PAST 57 M.  
Official Records of Sonoma County, Calif.  
*Rich [unclear]* COUNTY RECORDER  
Fee \$ 7.50 Paid. Date MAY 17 1973

SECOND AMENDMENT  
OF  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

N 36531

VISTA DEL LAGO

THIS AMENDMENT, made on the date hereinafter set forth, by GREAT WESTERN SAVINGS AND LOAN ASSOCIATION, a corporation, successor by merger to SANTA ROSA SAVINGS AND LOAN ASSOCIATION, a corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of all that real property situated in the City of Santa Rosa, County of Sonoma, State of California, described as follows:

Lots 1 through 8, inclusive, and Lots A, B and C as shown upon the map entitled "Vista Del Lago Subdivision" and recorded in Book 172 of Maps, Pages 39, 40, & 41 on August 4, 1972, in the Office of the Sonoma County Recorder.

Declarant has heretofore caused to be recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions", in Book 2652, Page 99 Official Records, Sonoma County, California, affecting all of the property hereinabove described.

Declarant also has heretofore caused to be recorded an instrument entitled "Amendment to Declaration of Covenants, Conditions and Restrictions", in Book 2705, Page 582 Official Records, Sonoma County, California, affecting all of the property hereinabove described.

Declarant desires to further amend said Declaration of Covenants, Conditions and Restrictions as follows:

1. NOW THEREFORE, Article I, Section 5 is amended to read as follows:

"SECTION 5. 'COMMON AREA' shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the association is described as follows:

The attached information was compiled by the North Bay Fidelity Guaranty Association, a subsidiary of the Fidelity Guaranty Association, a member of the Fidelity Guaranty Association. The Fidelity Guaranty Association is not responsible for the accuracy of the information reported herein. The Fidelity Guaranty Association is not responsible for the accuracy of the information reported herein. The Fidelity Guaranty Association is not responsible for the accuracy of the information reported herein. The Fidelity Guaranty Association is not responsible for the accuracy of the information reported herein.

All that real property situate in the City of Santa Rosa, County of Sonoma, State of California, described as Lots A, B and C, subject to drainage easement "X" all as shown upon the map entitled "Vista Del Lago Subdivision" recorded August 4, 1972, in Book 172 of Maps, Pages 39 through 41, Sonoma County Records; and all real property which may be later annexed as common area; all common area created or designated as such upon subdivision maps filed for purposes of resubdividing the lots described on Page 1 hereof, together with all improvements which may be constructed thereon; together with an easement over, across and upon all lots shown on said subdivision map, and any subsequently recorded resubdivision maps affecting properties, for purposes of maintaining landscaping on said lots and providing a landscape gardening service to the owners thereof, excepting, however, those areas of said lots where physical improvements or structures are situated."

2. NOW THEREFORE, Article II, is amended to add

Sections 3, 4 and 5 as follows:

"Section 3. Use.

(a) Declarant retains for itself and its agents, and their business visitors, the non-exclusive use of the Common Areas in connection with the sale of residential lots within the properties until all said lots are sold;

(b) Easements and rights of way are reserved therefrom at the time of the conveyance of the Common Area to Association.

Section 4. Ownership.

(a) At the time of the conveyance of title to the first lot to an owner, Declarant will convey the Common Area (described in Article I, Section 5 above) to First American Title Company of Sonoma County, a corporation (hereinafter called Title Company); in trust, irrevocably and Title Company as Trustee will hold the same for the benefit of Association (except that easements may be granted by Title Company at the request of Declarant) until completion of all improvements thereon and

the Trustee shall convey the Common Areas free and clear to the Homeowners Association when Sixty Percent (60%) of the lots or units have been sold and escrows closed, or within a reasonable time, not to exceed three (3) years, whichever occurs first.

Section 5. Until such time as the Common Area is conveyed to Association, the expenses of ownership and operation required for Common Area and Common Areas improvements shall be the responsibility of Declarant; thereafter, the Association shall have sole responsibility therefor. Any deficit shall be the responsibility of Declarant. The recording of the conveyance to Association shall be conclusive evidence of relinquishment, by Declarant, of all claims for such reimbursement.

3. NOW THEREFORE, Article IV, Section 3 is amended to read as follows:

"Section 3. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be FOUR HUNDRED AND EIGHTY DOLLARS (\$480.00) per lot, multiplied by the number of living units built upon such lot:

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than Three Percent (3%) above the maximum assessment for the previous year without a vote of the voting membership;

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above Three Percent (3%) by the vote or written assent of Fifty-One Percent (51%) of the voting membership, excluding Declarant;

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum."

4. NOW, THEREFORE, Article IV, Section 5 is amended to read as follows:

"SECTION 5. Notice and quorum for an action authorized under Sections 3 and 4. Any action authorized under Section 3 or 4 should be taken at a meeting called for that purpose, written notice of which should be sent to all voting members not less than Ten (10) days nor more than Sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite Fifty One Percent (51%) of the members eligible to vote on the action, members entitled to vote who are not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the association (as designated by the board) not later than Thirty (30) days from the date of such meeting."

The foregoing is, by this Amendment, promulgated as Article I, Section 5; Article II, Sections 3, 4 and 5; Article IV, Section 3; and Article IV, Section 5, respectively, of said Declaration of Covenants, Conditions and Restrictions in lieu of, and in addition to, the provisions of said Articles and Sections, respectively, contained in the recorded instruments to which reference has been made hereinabove.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 17<sup>th</sup> day of May, 1973.

By Maurine Greisman  
Maurine Greisman  
Assistant Secretary

GREAT WESTERN SAVINGS AND  
LOAN ASSOCIATION, a Corporation  
By J. Ralph Stone  
J. Ralph Stone,  
Executive Vice President



RETURN TO:

ANDERSON, MC DONALD, BELDEN & KELLY  
ATTORNEYS AT LAW  
Post Office Box 1566  
Santa Rosa, California 95403

RECORDED AT REQUEST OF Attorney's  
AT ... 2:30 MIN. PAST ... 1:00 P. M.  
Official Records of Sonoma County, Calif.

THIRD AMENDMENT  
OF  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

H. H. ... COUNTY RECORDER  
Fee \$ 7.00 Paid. Date JAN 18 1972

VISTA DEL LAGO

N 79220

THIS AMENDMENT, made on the date hereinafter set forth, by GREAT WESTERN SAVINGS AND LOAN ASSOCIATION, a corporation, successor by merger to SANTA ROSA SAVINGS AND LOAN ASSOCIATION, a corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of all that real property situated in the City of Santa Rosa, County of Sonoma, State of California, described as follows:

Lots 1 through 8, inclusive, and Lots A, B and C as shown upon the map entitled "Vista Del Lago Subdivision" and recorded in Book 172 of Maps, Pages 39, 40, & 41 on August 4, 1972, in the Office of the Sonoma County Recorder.

Declarant has heretofore caused to be recorded an instrument entitled "Declaration of Covenants, Conditions and Restrictions", in Book 2652, Page 99 Official Records, Sonoma County, California, affecting all of the property hereinabove described.

Declarant also has heretofore caused to be recorded an instrument entitled "Amendment to Declaration of Covenants, Conditions and Restrictions", in Book 2705, Page 582 Official Records, Sonoma County, California, affecting all of the property hereinabove described.

Declarant also has heretofore caused to be recorded an instrument entitled "Second Amendment to Declaration of Covenants, Conditions and Restrictions", Official Records, Serial No. N 36531, Sonoma County, California, affecting all of the property hereinabove described.

Declarant desires to further amend said Declara-

The attached information was compiled by the North Bay Life Company (former State Department). The information is provided for the security of the information supplied. You agree to assume liability for any loss or damage to the information and pay the fee for the issuance of a policy of this insurance under Guaranty.

tion of Covenants, Conditions and Restrictions as follows:

1. NOW THEREFORE, Article XI, Section 1 is amended to read as follows:

"SECTION 1. Sub-section (c). Painting, maintenance, repair and all landscaping of the common areas and such furnishings and equipment for the common areas as the Board shall determine are necessary and proper; the Board shall have the exclusive right and duty to acquire the same for the common areas;

(f) 1. Painting of the exterior surfaces of the buildings situated on lots within the properties and replacement and repair of the roofs of such buildings. Such painting and roofing shall be done as often as the same shall be deemed necessary by the Board, and the Board shall be the sole judge of the color and quality of materials to be used.

2. Landscaping, planting and maintenance service including the provision of plants, trees, lawns and shrubs and the care thereof, for the (a) common areas, and (b) the front (and/or side street exposure, if any) garden areas of lots on which there is situated a single family detached home. The Association shall not provide landscaping, planting and maintenance service within areas that are fenced or are deemed by the Association to be enclosed or semi-enclosed patio areas; the

provision of landscaping, planting and maintenance of such areas last mentioned shall be the responsibility of and shall be provided by the owner thereof.

3. The Association shall have a non-exclusive license over, across and upon the lots and buildings thereon to perform or cause to be performed the functions described hereinabove.

(g) Any other materials, supplies, furniture, labor, services, maintenance, repairs, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the operation of the common area or for the enforcement of these restrictions;

(h) Subject to the provisions of paragraph (f), above, exterior maintenance and repair of any improvement including, but not by way of limitation, structural repair of any building if such maintenance or repair is reasonably necessary, in the discretion of the board, to protect the common area or preserve the properties, and the owner of said building has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said owner or owners; and the Board shall levy a special assessment against such owner or owners for repayment of the cost

of said maintenance or repair.

(i) Board Powers, Exclusive: The Board shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

(j) Subject to the provisions of paragraph (f), above, each owner shall, at his sole cost and expense, maintain and repair his lot and improvements thereon, keeping the same in good condition and making all repairs as may be required. Repair and maintenance of the exterior walls, roof and structural parts of any lot improvements forming an integral part of a single residential structure shall be a joint obligation of the owners having an interest therein.

The foregoing is, by this Amendment, promulgated as Article XI, Section 1, sub-sections (e), (f), (g), (h), (i), and (j), respectively, of said Declaration of Covenants, Conditions and Restrictions in lieu of the provisions of said Article and Section contained in the recorded instrument to which reference has been made hereinabove.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 15th day of January, 1974.

GREAT WESTERN SAVINGS AND  
LOAN ASSOCIATION, a Corporation

By Maurine Griesman  
MAURINE GRIESMAN  
Assistant Secretary

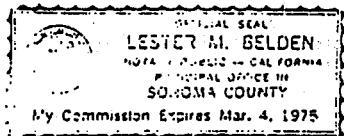
By J. Ralph Stone  
J. RALPH STONE,  
Executive Vice President

State of California )  
County of Sonoma ) ss

On this 15 day of January, 1974, before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared J. RALPH STONE and MAURINE GRIESMAN known to me to be the Executive Vice President and Assistant Secretary of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

*Lester M. Belden*

Lester M. Belden  
Notary Public



RECORDED AT REQUEST OF  
AT *William J. ...*  
MIN. PAST  
Sonoma County, California

*Hub ...* RECORDER  
JAN 17 1974

OFFICIAL RECORDS  
FEES \$ *7.00* PD.

LAW OFFICES  
**DANIEL B. BEOR**  
FLAMINGO HOTEL - 4TH AND FARMERS LANE  
P. O. BOX 9056  
SANTA ROSA, CALIFORNIA 95408

FOURTH AMENDMENT  
OF  
DECLARATIONS OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

BOOK 2259 PAGE 891  
RECORDED AT REQUEST OF  
AT 10 MIN. PAST 1:05 P.M.  
Official Records of Sonoma County, Cal.  
COUNTY RECORDER  
JUL 11 1977  
Fee \$ 7.00

528509

This Amendment, made on the date hereinafter set forth, by  
**VISTA DEL LAGO HOMEOWNERS ASSOCIATION**, a corporation, hereinafter  
referred to as "Association."

WITNESSETH:

WHEREAS, this Declaration may be amended by an instrument signed  
by not less than seventy-five percent of the Lotowners, excluding  
Declarant(s), pursuant to the provisions of Article IX, section 3.

WHEREAS, Declarant(s) shall mean and refer to **GREAT WESTERN  
SAVINGS AND LOAN ASSOCIATION**, a corporation, its successors and assigns,  
if such successors and assigns should acquire more than one undeveloped  
lot from the Declarant(s) for the purpose of development, as set forth  
in Article I, section 7.

WHEREAS, Declarant(s), **GREAT WESTERN SAVINGS AND LOAN ASSOCIATION**,  
has heretofore caused to be recorded instruments amending the Declara-  
tion of Covenants, Conditions and Restrictions, as originally recorded  
in Book 2652, Page 99 of the Official Records of Sonoma County, on  
August 4, 1972. These Amendments being recorded in the Official Records  
of Sonoma County in Book 2705, Page 528, Book 2763, Page 607, and Book  
2831, Page 612.

WHEREAS, Association desires to further amend said Declaration  
of Covenants, Conditions, and Restrictions, as attested to and approved  
by the signators to this instrument, consisting of more than seventy-  
five percent of all Lotowners, excluding Declarant(s), as follows:

-1-

The attached information was compiled by the North Bay  
Title Company under the Service Department. The  
Company assumes no liability for the accuracy of this  
information. If you wish the Company to assume liability for  
the information reported, you must make application and  
pay the fee for the issuance of a Policy of Title Insurance  
and/or Guaranty.

1. NOW, THEREFORE, Article II, section 4 and section 5, is amended to read, as follows:

"Section 4. Ownership. At the time of the conveyance of title to the first Lot to an Owner, Declarant(s) will convey the Common Area (described in Article I, section 5, of the Second Amendment of the Declaration of Covenants, Conditions, and Restrictions recorded May 17, 1963, in Book 2763, Page 607, of the Official Records of Sonoma County) to First American Title Company of Sonoma County, a corporation (hereinafter called "Title Company" in trust, irrevocable; and, Title Company as Trustee will hold the same for the benefit of Association until completion of all improvements thereon and the sale of a sufficient number of lots to provide the required revenue from assessments to meet the operational and related expenses of ownership of the Common Area.

"Section 5. Until such time as the Common Area is conveyed to Association, the expenses of ownership, operation, maintenance, and repairs required for Common Area and Common Area Improvements shall be the responsibility of Declarant(s); thereafter the Association shall have sole responsibility therefor. In that connection, Declarant(s) shall be entitled to reimbursement from Association to the extent that annual assessment revenue is available for such expenditures, until the Common Area is conveyed to Association. Any deficit shall be the responsibility of Declarant(s). The recording of the

conveyance to Association of the Common Area in accordance with the provisions of section 4 of the Article shall be conclusive evidence of relinquishment, by Declarant(s) of all claims for such reimbursement."

2. NOW, THEREFORE, Article IV, section 3, is amended to read as follows:

"Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be FOUR HUNDRED EIGHTY DOLLARS (\$480.00) per Lot:

(a) From and after January 1st of the year immediately following the conveyance of the First Lot to an Owner, the maximum annual assessment may be increased each year not more than three percent above the maximum assessment for the previous year without a vote of Lotowners;

(b) From and after January 1st of the year immediately following the conveyance of the First Lot to an Owner, the maximum annual assessment may be increased above three percent by the vote or written assent of fifty-one percent of the Lotowners, excluding Declarant(s);

(c) The Board of Directors of Association, by a majority vote of the directors at a duly held meeting at which a quorum is present, may fix the annual assessment at an amount not in excess of the maximum."

The foregoing is, by this Amendment, promulgated as Article II, sections 4, and 5; and Article IV, section 3 respectively, of said

Declaration of Covenants, Conditions, and Restrictions in lieu of the provisions of said Articles and Sections, respectively, contained in<sup>e</sup> instrument entitled "Second Amendment of Declaration of Covenants, Conditions and Restrictions" to which reference has been made hereinabove as being recorded in Book 2763, page 307, of the Official Records of Sonoma County.

IN WITNESS WHEREOF, the undersigned, Lotowners of Association, excluding Declarant(s), have hereunto set their hand and seal this

21st day of June, 1977.

VISTA DEL LAGO ASSOCIATION,  
a non-profit corporation

By:

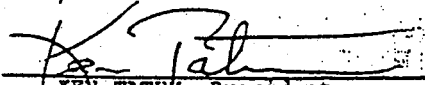
*Robert McArthur*  
*Lucy McArthur*  
*John A. McArthur Jr.*

*Robert O. Campbell*  
*Paul Monaghan*  
*Emmett L. Hearn*  
*Leonard C. Kemp*

*John W. Johnson*  
*Ray McLaughlin*


*Charlene B. Birmingham*  
*Roger Ralston*  
*James A. Church*  
*James Craft*  
*John A. ...*  
*John A. ...*  
*Bill R. ...*  
*Alfred A. Williams*

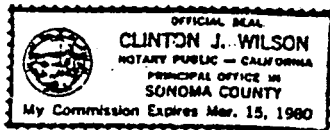
IN WITNESS WHEREOF, the undersigned, being the President of Vista Del Lago Homeowners Association, Inc., has hereunto set his hand and seal this 1<sup>st</sup> day of July, 1977.

  
KEN TATUM, President

State of California )  
County of Sonoma ) ss.

On this 1<sup>st</sup> day of July, 1977, before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared KEN TATUM, known to me to be the President of the corporation described within this instrument, and acknowledged to me that such corporation executed the same by the signatures of not less than 75 percent of the lotowners, excluding Declarant, pursuant to the provisions of Article IX, Sec. 3.

  
Notary Public



RECORDING REQUESTED BY:  
Law Offices of Daniel B. Beck  
  
WHEN RECORDED RETURN TO:  
Law Offices of Daniel B. Beck  
P.O. Box 9056  
Santa Rosa, California 95405

Recording requested by:  
Misuraca & Beyers

When recorded return to:  
Misuraca & Beyers  
Post Office Box 878  
Santa Rosa, California 95402

Recorded at Request of  
Attorney  
at Santa Rosa, Calif.

JUL 5 1979

OFFICIAL RECORDS  
SONOMA COUNTY CALIF.

Official  
10<sup>00</sup> Cash.  
P.B. RECORD

FIFTH AMENDMENT V 06930  
OF  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
VISTA DEL LAGO

This amendment of the declaration of covenants, conditions and restrictions of the Vista Del Lago project is made this July day of July 1979 by Vista Del Lago Homeowners Association, a California non-profit corporation.

RECITALS

A. Great Western Savings & Loan Association, a corporation, as "Declarant," executed this declaration of covenants, conditions and restrictions ("the declaration") for the Vista Del Lago subdivision, which was recorded in book 2652, page 99 of Official Records of Sonoma County on August 4, 1972. The declaration has been amended from time to time, and in particular a third amendment was recorded in the Official Records of Sonoma County at book 2831, page 612, on January 18, 1974 and a fourth amendment was recorded in the official records of Sonoma County at book 3259, page 891 on July 11, 1977.

B. The declaration and its amendments benefit and burden the property ("the Vista Del Lago project") described as:

**EXHIBIT B**

The attached information was compiled by the North State Title Company's Customer Service Department. The Company assumes no liability for the accuracy of the information. If you wish to assume liability for the information reported, you must make application and pay the fee for the issuance of a Policy of Title Insurance and/or Guaranty.

Lots 1 through 8, and inclusive, and lots A, B, and C as shown upon the map entitled "Vista Del Lago Subdivision" recorded in book 172 of maps, pages 39, 40 and 41 on August 4, 1972, in the office of the Sonoma County Recorder.

C. The Vista Del Lago Homeowners Association ("Association") is currently comprised of 22 members, who are owners of lots in the only completed phase of the Vista Del Lago project. Under the provisions of the declaration, Article IX, Section 3, the written consent of 75 percent or more of the members of Association, excluding Great Western or its successors, is necessary to amend the declaration.

AMENDMENT

1. Association now amends the declaration so as to revoke the third amendment to the declaration. Article XI, Section 1 shall now read as follows:

"Section 1(e): Painting, maintenance, and repair of the common area improvements, including surfacing and resurfacing of streets and parking areas, and such furnishings and equipment for the common areas as the Board shall determine are necessary and proper; the Board shall have the exclusive right and duty to acquire the same for the common areas;

(f) [1]: Landscaping, planting and maintenance service including the provision of plants, trees, lawns and shrubs and the care thereof, for (a) the common areas, and (b) the front (or side street exposure, if any) garden areas of lots on which there is situated a single-family detached home. The Association shall not provide landscaping, planting and maintenance service within areas that are fenced

or deemed by the Association to be enclosed or semi-enclosed patio areas; the provision of landscaping, planting and maintenance of such areas last mentioned shall be the responsibility of and provided by the owner of the particular lot.

- [2]: The Association shall have a non-exclusive license over, across and upon the lots and buildings thereon to perform or cause to be performed the functions described in the preceding subparagraph.
- [3]: Landscaping, painting, and maintenance service for the common area including, but without limitation, the provisions of plants, trees and shrubs and the care thereof;
- (g): Any other materials, supplies, furniture, labor, services, maintenance, repairs, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the operation of the common area or for the enforcement of these restrictions;
- (h): Exterior maintenance and repair of any improvement including, but not by way of limitation, structural repair of any building if such maintenance or repair is reasonably necessary, in the discretion of the board, to protect the common area or preserve the properties, and the owner of said building has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said owner or owners; and the Board shall levy a special assessment against such owner or owners for repayment of the cost of said maintenance or repair.

(i): Board Powers, Exclusive: The Board shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board, except as otherwise provided herein.

(j): Owner's Obligation to Repair: Each owner shall, at his sole cost and expense, maintain and repair his lot and improvements thereon, keeping the same in good condition and making all repairs as may be required. Repair and maintenance of the exterior walls, roof and structural parts of any lot improvements forming an integral part of single residential structure shall be a joint obligation of the owners having an interest therein."

2. Association now amends the declaration and the fourth amendment to the declaration in the following ways.

a. Article II, Section 4 is amended to read as follows:

"Ownership. Within 30 days after the date upon which this amendment is recorded, declarant will convey the Common Area (described in Article I, Section 5 of the declaration) to the Homeowners Association, and thereafter the Association shall have sole responsibility for the maintenance and operation of the Common Area and Common Area improvements, subject, however, to any subsidization agreement as may be required by the California Department of Real Estate,

b. Article II, Section 5 is hereby deleted in its entirety.

*Handwritten notes:*  
GAD  
must be approved by  
51 persons of the  
writing membership of  
the Association.  
KST  
JK  
JK  
JK

c. Article IV, Section 3 is amended to read

as follows:

"Maximum Annual Assessment.

Until January 1, 1980 and effective immediately upon the recording of this amendment, the maximum annual assessment shall be seven hundred twenty dollars (\$720) per lot.

(i) From and after January 1, 1980, the maximum annual assessment may be increased each year not more than twenty percent (20%) above the maximum assessments for the previous year without a vote of the voting membership;

(ii) From and after January 1, 1980, the maximum annual assessment may be increased above twenty percent (20%) by the vote or written assent of fifty-one percent (51%) of the voting membership, excluding declarant.

(iii) The board of directors of the Association, by a majority vote of the directors at a duly held meeting at which a quorum is present, may fix the annual assessment at an amount not in excess of the maximum.

3. Association further amends the declaration as follows:

a. Article IV, Section 7 is amended to read

as follows:

"Date of commencement of annual assessments: due dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. When any of Lots 1 through 8, as described on page 1 of this declaration are resubdivided, the annual assessments shall commence as to the resubdivided lots upon the conveyance of

the resubdivided lots to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessments against each lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid."

IN WITNESS WHEREOF, the undersigned lot owners and members of Association have by their execution of this document approved this fifth amendment on the dates indicated.

Dated: July 2, 1979

Donald Sturder

Dated: July 2, 1979

Norman N. Hartoghe

Dated: July, 1979

Ken E. Tatum

Dated: July 2, 1979

Ken E. Tatum  
for Gary Maas

Dated: July 2, 1979

Ken E. Tatum  
for Dollie Froy

Dated: July 2, 1979

Clyde M. ...  
for John R. Diaz

Dated: \_\_\_\_\_, 1979

Clyde M. ...

Dated: July 2, 1979

Wendy N. Robinson

Dated: July 2, 1979

for Carmie Spring  
for Jerry Knight

Dated: July 2, 1979

Carmie Spring

Dated: July 2, 1979

P. Wayne Johnson

Dated: July 2, 1979

H. Kent Hillman

Dated: July 2, 1979

John R. Hammond

Dated: July 2, 1979

Ray Goldberg by John R. Hammond

Dated: July 2, 1979

Ray Hilkey by John R. Hammond

Dated: July 2, 1979

Bob Corder by John R. Hammond

Dated: July 3, 1979

Lee Lela

Dated: \_\_\_\_\_, 1979

\_\_\_\_\_

Dated: \_\_\_\_\_, 1979

\_\_\_\_\_

Dated: \_\_\_\_\_, 1979

\_\_\_\_\_

Dated: \_\_\_\_\_, 1979

\_\_\_\_\_

Dated: \_\_\_\_\_, 1979

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned, being president of the Vista Del Lago Homeowners Association, has executed this fifth amendment of the covenants, conditions and restrictions this 5 day of July 1979.

Ronald L. Church  
President

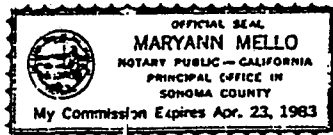
STATE OF CALIFORNIA        )  
                                  )    ss.  
COUNTY OF SONOMA        )

On July 5, 1979, 1979, before me, the undersigned, a notary public in and for said State, personally appeared

Ronald L. Church, known to me to be the president of the corporation that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Maryann Mello  
Notary Public  
MARYANN MELLO



V 06930

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Dear Ms. Hartman,

I am a longtime homeowner in Vista del Lago and live on Lakeview Drive near Aurora Court. While I respect the applicant's attempt to run a massage business, I don't feel that this is an appropriate addition to the Vista del Lago community. We are a purely residential area and adding a business of any kind would change the dynamics of the neighborhood while also introducing more cars and activity to Lakeview Drive. Please consider the nature of the neighborhood when making a decision on this application.

Sincerely,

Pamela Ord

*Received on Saturday, March 21, 2026*

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Suzanne - I recently became aware of a request for permission to run a business from a home located in the Vista del Lago HOA community.

Our CC&Rs prohibit operating any business in the homes including garages. The owner of Active Motion Massage, Anthony Ebright, is obliged to live in his home per our CC&Rs.

CC&R documents are legally binding in the State of California. Anthony Ebright, the legal owner of 3006 Aurora would have been made away of Vista del Lago HOA CC&R's at time of purchase.

Please deny Anthony Ebright's request in honor of our CC&Rs.

Thank you / Linda Bavo

*Received on Wednesday, March 25, 2026*

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Just a note to communicate two concerns regarding the Project Name - Active Motion Massage at 3006 Aurora Court Santa Rosa.

Firstly, I see no public hearing sign posted at the Project site which I understand needs to be present at least 10 days before the public hearing of April 9 ( I have not checked the Press Democrat notice yet ).

Secondly, I'm wondering if this proposal is for a renewal because I've learned that this proposed business is already operating within the residence. Actually it has been

operating within the residence for 10 years. ( I'm assuming it has not been operating within the residence without zoning approval for all this time).

Please advise.

Thank you,

Brion

*Received on Wednesday, April 1, 2026*