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CONTRA COSTA Co Recorder Office
KRISTIN B. CONNELLY, Clerk-Recorder
DOC - 2025-0029910
Monday, Mar 31, 2025 16:00:00
SB2 Fee: \$75.00



Recording Requested By:

Walnut Creek Mutual No. 53

When Recorded, Mail To:

Walnut Creek Mutual No. 53
c/o Adams Stirling PLC
2566 Overland Avenue, Suite 730
Los Angeles, CA 90064

Total Paid: \$107.00

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**FIRST AMENDMENT TO
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

**WALNUT CREEK MUTUAL NO. 53
a California nonprofit mutual-benefit corporation**

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

**FIRST AMENDMENT TO
RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

WALNUT CREEK MUTUAL NO. 53
a California nonprofit mutual-benefit corporation

This First Amendment to the Restated Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. 53 (hereafter “First Amendment”) is incorporated into and made a part of the Restated Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. 53, recorded in the office of the County Recorder of Contra Costa County on October 3, 2022 as Document No. 2022-0148814 (the “CC&Rs”). The CC&Rs and this First Amendment together shall constitute the “Amended CC&Rs.” If any term or provision in this First Amendment conflicts with any term or provision in the CC&Rs, the provisions of this First Amendment shall control.

The legal description of the Development is:

Lots 1 and 2, as shown on the Map of Subdivision 6701 “Mutual 53”, filed January 21, 1987, in Map Book 310, Page 41, of Contra Costa County Records.

AMENDMENTS

1. The existing Article 15, Section 15.2(c) is hereby deleted, and the following is inserted in its place:

15.2 Mutual Property Insurance. The Mutual shall obtain and maintain a master property insurance policy that satisfies each of the following conditions:

[Subsections a. and b. remain unchanged]

c. Coverage Levels. The amount of such insurance must be the best and highest amount available, taking into consideration availability and reasonable cost. If coverage for one hundred percent (100%) of the aggregate full insurable value of the insured property is not available through one or more carriers, the Mutual must obtain the highest percentage coverage available for the property to the extent such percentage is also economically feasible. When determining the economic feasibility of a given amount of coverage, the Board may consider:

- i. The risk analysis/risk assessment is obtained from a qualified risk manager or insurance broker who is using industry standards to evaluate the cost and availability of insurance products for similarly situated communities;
- ii. The market availability of coverage;
- iii. The possibility of various possible maximum loss scenarios laid out by the qualified risk manager, insurance broker, or third-party consultant used by GRF;
- iv. The overall cost-effectiveness of available coverage;
- v. The difference in cost between different percentages of coverage
- vi. The relative risks of experiencing different percentages of loss, such as the risk of a 50% loss vs. a 100% loss;
- vii. Actual or anticipated increases in other required Mutual expenses; and
- viii. Such other financial and economic factors that a reasonable Board would consider under the circumstances.

2. The existing Article 15, Section 15.3 is hereby deleted in its entirety.

3. The second to last sentence of Article 15, Section 15.5, first paragraph is amended as follows:

The Board shall have the power and right to deviate from the insurance requirements contained in this Article 15 in any manner that the Board, in its discretion, considers to be in the best interest of the Mutual, provided that the Board shall maintain the minimum insurance requirements set forth in Civil Code sections 5800 and 5805. ~~and as required in Section 15.3.~~

CERTIFICATION

WE CERTIFY this 26 day of February, 2025, that this First Amendment to the Amended Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. 53 has been duly approved and adopted by a majority (over 50%) of the membership of Walnut Creek Mutual No. 53.

WALNUT CREEK MUTUAL NO. 53

Bradley Ward Schimek
Bradley Ward Schimek, President

Barbara Lee Stern Landberg
Barbara Lee Stern Landberg, Secretary

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 Contra Costa

On 2/26/25 before me, Karen Kruth, Notary Public
(insert name and title of the officer)

personally appeared Barbara Lee Stern Landberg,
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 Karen Kruth (Seal)



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 Contra Costa

On 2-26-25 before me, Karen Kruth, Notary Public
(insert name and title of the officer)

personally appeared Bradley Ward Schimek,
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 Karen Kruth (Seal)

