

# **ROSSMOOR**

WALNUT CREEK

## **Walnut Creek Mutual No. Fifty-Six**

### **Policies and Rules**

**If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information, 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. 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.**

# Mutual Fifty-Six Policies and Rules

Amended 11-6-24

## Table of Contents

Introduction .....	1
Definitions .....	2
1 Alterations .....	5
Alteration Process Outline.....	5
Alteration Policies .....	5
2 Electric Vehicle Charging Stations (EVCS).....	6
3 Antennas.....	7
4 Standing Committees.....	7
Building Committee .....	8
Landscape Committee.....	8
Emergency Preparedness Committee .....	8
Ponds Committee .....	8
Social Committee .....	9
5 Delinquent Assessments.....	9
6 Insurance .....	10
7 Landscaping .....	10
8 Private Gardens.....	10
9 Service Order Authorization.....	13
10 Membership Transfers.....	14
11 Work Site Policies.....	14
12 Pest Control.....	15
13 Unit Occupancy.....	15
14 Open Flame.....	16
15 Smoking Guidelines .....	16
16 Fines .....	17
17 Pets.....	17
18 Expenditures of Funds Authorization.....	17
19 Annual Financial Review .....	18
20 Commercial Activities.....	18
21 Motor Vehicle Operation.....	18
22 Painting .....	19
23 Backup Electrical Power Systems .....	19
24 Mutual Records.....	20
25 Voting & Election Rules.....	20
26 Solar Energy System Rules .....	28
27 Responsibilities Guidelines.....	34
Exhibit A - Solar Energy System Installation Checklist	
Exhibit B - Solar Energy System Installation, Maintenance and Indemnification Agreement	
Exhibit C - Neighbor Notification Form	
Exhibit D - Owner Agreement to Maintain Private Garden and Maintenance Requirements	
Exhibit E – Energy Storage System Installation, Maintenance, and Indemnification Agreement	

# Mutual Fifty-Six Policies and Rules

## Introduction

The Policies and Rules are intended to complement the Mutual's Governing Documents, including the Second Amended Declaration of Covenants, Conditions and Restrictions recorded in Contra Costa County on September 29, 2020 ("CC&Rs"). They are "operating rules" as that term is defined in the Davis-Stirling Common Interest Development Act ("Davis-Stirling Act" or "Davis-Stirling"). In the event of any conflict between the Policies and Rules and the Mutual's CC&Rs, Bylaws, and Articles of Incorporation, the provisions of the CC&Rs, Bylaws, and Articles of Incorporation shall prevail. Unless otherwise defined, capitalized terms in the Policies and Rules shall have the same meaning as set forth in the CC&Rs.

The Mutual Fifty-Six Governing Documents are:

- **Articles** - Amended Articles of Incorporation of Walnut Creek Mutual No. Fifty-Six
- **Bylaws** - Second Amended and Restated Bylaws of Walnut Creek Mutual No. Fifty-Six
- **CC&Rs** - Second Amended and Restated Declaration of Covenants Conditions and Restrictions of Walnut Creek Mutual No. Fifty-Six Lakeshire

All of these documents together establish the framework within which the Board of Directors of Walnut Creek Mutual Fifty-Six ("Board") manages, operates, and maintains the properties of the Project.

The authority for the Board to establish Policies and Rules as set forth in this document is established in Section 2.5 of the CC&Rs, which is reproduced here for convenience:

2.5 Mutual Policies. Subject to Civil Code section 4340 et seq., the Board of Directors shall have the power and the authority to establish, promulgate, amend, repeal and enforce such Policies as the Board deems necessary for the management and operation of the Project and the conduct of business and affairs of the Mutual.

# Mutual Fifty-Six Policies and Rules

## Definitions

Unless otherwise defined, capitalized terms in these Policies and Rules shall have the same meaning as set forth in the CC&Rs.

1. Agent. "Agent" means the Mutual Operations Division ("MOD") of the Golden Rain Foundation of Walnut Creek, non-profit mutual benefit corporation, acting in the capacity of the managing agent of and for the Mutual joining under the terms of the Management Agreement. MOD is also referred to occasionally as the "manager" of the Mutual.
2. Assessments. "Assessments" shall mean any or all of the following: Annual Assessment, Special Assessments, and Reimbursement Assessments. The Annual Assessment is also referred to as "the coupon."
3. Board of Directors. "Board of Directors" or "Board" shall mean the governing body of the Mutual.
4. Condominium. "Condominium" shall mean an estate in real property, as defined in *Civil Code* section 4125, consisting of an undivided interest in all or any portion of the Common Area together with a separate fee interest in a Unit and all easements appurtenant thereto as described in the Declaration or in the deed conveying a Condominium.
5. Common Area. "Common Area" shall mean all real and personal property, improvements and airspace comprising the Project which is owned by all of the Owners in common, but excluding the Units, including but not limited to: (a) all non-Residential improvements including walks, fences, gates (if any) within fences, driveways, and landscaping that is not contained within Patios and/or garages; (b) the ponds, including pumps and controllers and the area around the ponds; (c) all elements of the buildings which are not part of a Unit; including foundations, basements, columns, girders, beams, subfloors and roofs; (d) all unfinished floors, ceilings, bearing walls and/or common walls separating individual Units; (e) all exterior walls and decorative elements thereon; (f) all conduits, pipes, plumbing, wires, and other utility installations not contained within any Unit; (g) all sprinklers, sprinkler pipes, sprinkler heads, alarm bells, wiring and/or other parts of the fire suppression system originally installed by the developer, including those which protrude into the airspace of a Unit; and (h) the hard-wired smoke detectors with battery backups which were originally installed in the Units. Some portions of Common Area are Exclusive Use Common Area.
6. Exclusive Use Common Area. "Exclusive Use Common Area" shall mean any portion of the Common Area the exclusive use of which is set aside, allocated, assigned, and/or restricted to the exclusive use or possession of the Residents of a particular Unit and/or which exclusively serves a particular Unit, including, without limitation: Patios and enclosed rear yards adjacent to said Patios, window systems (including all frames, glass, gaskets, screens, flashing, and other waterproofing

## Mutual Fifty-Six Policies and Rules

components); exterior doors, door frames and any door screens; skylights (including all frames, the lens/bubble, flashing, and other waterproofing components); chimneys and chimney flues; heating and air conditioning ducts; internal and external telephone wiring; and internal and external cable, broadband, and other telecommunications wiring and cabling.

7. Foundation. "Foundation" shall mean the Golden Rain Foundation (GRF) of Walnut Creek, a California nonprofit mutual benefit corporation.
8. Mutual. "Mutual" shall mean Walnut Creek Mutual No. Fifty-Six, its successors and assigns.
9. Owner. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Condominium which is a part of the Project.
10. Resident. "Resident" shall mean any person who resides in a Unit within the Project whether or not such person is an Owner.
11. Unit. "Unit" and "Manor" are synonymous terms which may be used interchangeably and shall mean the elements of a Condominium that are not owned in common with the other Owners of Condominiums within the Project. Each Unit is an individual residence shown as a separately designated and numbered area on the Plan. Each Unit consists of: (i) the interior airspace bounded by and contained within the interior unfinished surfaces (which unfinished surfaces shall not include paint, paper, wax, tile, enamel, or other finishes) of the floors, ceilings, and perimeter walls; provided, however, that bearing walls located within a Unit (except for the finished surfaces thereof) are Common Area and not part of the Unit; (ii) all interior partitions (i.e., nonbearing walls) that are located entirely within the boundaries of such space and any ducts, vents, or flues located within any such interior partition or nonbearing wall; provided, however, that bearing walls, interior stairs, soffits, and furred down ceilings located within such space are Common Area and not part of the Unit; (iii) garage doors and openers, interior and exterior doors, screen doors, doorjambs, window assemblies, window frames, window glass, window screens, and hardware and interior trim of all of the foregoing; (iv) utility installations, fixtures, and appliances that exclusively serve the Unit, whether located within such space or elsewhere including, but not limited to, furnaces, air conditioners, water heaters, and ventilation fans; (v) electrical wiring and plumbing from the connection at the wall, floor, or ceiling; and (vi) smoke detectors and CO2 detectors installed after original construction and not part of the common fire suppression and alarm system, whether battery-operated, hard-wired, or a combination thereof. Each Unit further consists of the utility installations, fixtures, cabinetry and appliances located within its boundaries and/or which exclusively serve the Unit including, without limitation: oven, range and fans; garbage disposal unit; dishwasher unit; refrigerators; freezers; washing machines, dryers and vents; hot water heaters; heaters/furnaces; lighting fixtures; heating conduits; any Board-approved air conditioning units, condensers, and equipment; plumbing fixtures including bathtubs, sinks and wash basins, shower stalls, toilets,

## Mutual Fifty-Six Policies and Rules

and metal plumbing fixtures (including diverters); fireplaces and fireboxes; telecommunications, internet and cable facilities; smoke detectors; and interior partitions which are located entirely within the boundaries of the Unit they serve. Each Unit includes both the portion of the building so described and the airspace so encompassed. There are 37 Units in the Project.

# Mutual Fifty-Six Policies and Rules

## 1 Alterations

### 1.1 Alteration Process Outline:

The following basic steps required to implement any alteration are set forth in Article 7 of the CC&Rs and are provided here for convenience only:

1. If desired, discuss plans with the Board prior to submitting an Alteration Application. While not required, this step can help you determine if your alteration project is reasonable and likely to be approved.
2. Obtain an Alteration Application from MOD's Alterations and Resale department.
3. Submit plans, specifications, and an executed Alteration Application to the Board for review and approval.
4. Once an Alteration Application is complete, the Board shall approve or deny the application within 60 days of receipt, except for applications for solar energy systems, which must be approved or denied within 45 days. The 45- or 60-day period does not begin running until the application is complete. Additional information may be required in order to complete an application.
5. If an application is denied by the ACC, the applicant is entitled to reconsideration of the decision by the Board at an open Board meeting. If the Board denies the Alteration Agreement application, the applicant may request reconsideration, but the Board is not required to reconsider its decision.

**Note:** The Alterations and Resale website at <https://rossmoor.com/residents/resident-services/alterations/> provides extensive information on the MOD alteration application process and alteration standards.

### 1.2 Alteration Policies:

- 1.2.1 All alterations must follow the rules set forth in Article 7 of the CC&Rs.
- 1.2.2 If an alteration requires a building permit from the City of Walnut Creek Building Department, the Owner is responsible for obtaining the permit and paying any fees to the City. Obtaining a building permit from the City is not a substitute for approval by the Mutual.
- 1.2.3 Many interior alterations (e.g., painting, replacing carpet) do not require Board approval. Check with the MOD Alterations and Resale Department to see if an application is required.
- 1.2.4 An alteration must be maintained to the standards followed by the Mutual and conform to the general architectural style of the adjoining Units.
- 1.2.5 The cost of installation and maintenance of any alteration is the responsibility of the Owner.
- 1.2.6 If any alteration is discovered at the time of preventive maintenance service which interferes with or affects the Mutual's maintenance

# Mutual Fifty-Six Policies and Rules

work, the Owner may be required to remove the alteration and restore the property to its original state at the Owner's expense, or to remove and then reinstall the component after the maintenance work is complete. An example of this is a solar energy system on the roof may need to be removed and reinstalled in order for Mutual roof maintenance to take place.

- 1.2.7 Alterations installed without a pre-approved application or otherwise in violation of this Policy may need to be removed and the Common Area restored at the violating Owner's expense. **Note:** It would be prudent for Owners to consult with the Mutual's Building Committee before proceeding with an application involving any major interior changes.

## 2 Electric Vehicle Charging Stations (EVCS)

- 2.1 Mutual electrical outlets and electricity charged to the Mutual may not be used to power an EVCS or any other electrically powered vehicle.
- 2.2 Use of an extension cord from a Unit to an EVCS or electrical vehicle is strictly prohibited.
- 2.3 An EVCS may only be installed in the Owner's garage.
- 2.4 Installation of an EVCS shall meet the requirements of Policy Article 1 and Article 7 of the CC&Rs.
- 2.5 Within 14 days of permit application approval, Owner shall show proof to the Board of adequate liability coverage and maintain an adequate liability coverage policy thereafter.
- 2.6 The installation of an EVCS shall be performed by a qualified, licensed, and insured contractor.
- 2.7 The Owner is responsible for costs for damage to the charging station, Common Area, Exclusive Use Common Area, or separate interests resulting from the installation, use, maintenance, repair, removal, or replacement of the charging station.
- 2.8 The Owner shall disclose to prospective buyers the existence of any charging station of the Owner and the related responsibilities of a successive Owner under this policy.

**Note:** This policy is consistent with California Civil Code 4745.

# Mutual Fifty-Six Policies and Rules

## 3 Antennas

- 3.1 For the purposes of this policy, the term "antenna" means any direct broadcast system (DBS) satellite dish, wireless cable antenna system (MDS or MMDS), fixed wireless device (voice/data), television broadcast antenna system (TVBS), including any high-definition television antenna (HDTV), and any component of or addition to such antenna, including, without limitation, poles, masts, tripods, brackets, cables, and wiring.
- 3.2 Owners who want to install an antenna must submit an alteration application providing at least thirty (30) days' notice prior to installation and obtain approval of the Board.
- 3.3 Antennas and satellite dishes may not be installed in or on a Common Area (including building roofs) and must be installed so that they do not pierce the building envelope, i.e., they cannot be screwed directly into the building exterior. Additionally, antennas and satellite dishes may not be installed on fence railings or arbors. No antenna or satellite dish may extend outside the airspace encompassed within a patio. Additional reasonable installation requirements may be imposed by the Board as part of the application approval process.
- 3.4 Owners must accept financial responsibility for maintenance, repair and replacement costs of roofs or other building components affected by the installation within the Exclusive Use Common Area.
- 3.5 Antennas may be installed only on Owners' patios and must be placed in the least obtrusive location possible that does not unreasonably delay the antenna's installation, or unreasonably interfere with the user's ability to obtain an acceptable quality signal.
- 3.6 Antennas must be installed in a safe manner, not endangering other Residents nor Common Area components.
- 3.7 If visible from a street or Common Area, the antenna must be painted to blend into the surrounding area.

**Note:** This policy is consistent with FCC Rule 207 and California Civil Code 4725.

## 4 Standing Committees

- 4.1 Standing committees perform the identified functions to support the Board and are not authorized to make decisions. A committee's role is to perform the duties set forth in the charters below and to provide advice and recommendations to the Board. Standing committees and duties are defined as follows:

# Mutual Fifty-Six Policies and Rules

## Building Committee

1. Work with the Agent, Board, and Owners to ensure Common Area structures and utilities (with the exception of the ponds) are reasonably maintained as required by the Mutual's Governing Documents and applicable law.
2. Review any contracts affecting Common Area structures or utilities for functional and cost effectiveness and report recommendations to the Board.
3. Make recommendations to the Board for needed Common Area structure or utility repairs or upgrades.

## Landscape Committee

1. Work with the Agent and Residents to ensure Common Area landscaping is reasonably maintained as required by the Governing Documents and applicable law, and also that landscaping vendors are providing the services promised pursuant to their contracts with the Mutual.
2. Review any contracts affecting Mutual landscaping maintenance or upgrades for functional and cost effectiveness and provide recommendations to the Board.
3. Make recommendations to the Board for needed landscaping maintenance or upgrades.

## Emergency Preparedness Committee

1. Act as liaison between Walnut Creek and Rossmoor Emergency Preparedness agencies and Mutual Residents.
2. Establish and maintain an Emergency Contact List for any Mutual Resident desiring to be so listed. Strictly maintain the confidentiality of information contained on the Emergency Contact List, including contact information and individual medical needs.
3. Provide Residents with current emergency planning information.

**Note:** Mutual Fifty-Six has no legal requirement to provide safety or emergency planning or support. Residents are solely responsible for their own safety at all times including emergencies.

## Ponds Committee

1. Work with the Agent and Residents to ensure ponds are reasonably maintained as required by the Governing Documents and applicable law, and also that maintenance vendors are providing the services promised pursuant to their contracts with the Mutual. Ponds include all structural, mechanical, and electrical components comprising the Mutual ponds.
2. Review any contracts affecting the ponds for functional and cost effectiveness and make recommendations to the Board.
3. Make recommendations to the Board for needed pond repairs or upgrades.

# Mutual Fifty-Six Policies and Rules

## Social Committee

1. Plan for and oversee Mutual-wide social events.
  2. Provide the Board with any recommended response to special events, e.g., weddings or deaths.
  3. Ensure with the Treasurer that all social event expenses are within available Social Fund capability.
- 4.2 Within one month of election, the Board, will appoint a chairperson to serve for a one-year term. The chairperson, in turn, will select additional members for their Committees, with approval of the Board.

## **5 Delinquent Assessments**

- 5.1 Assessments levied pursuant to the Governing Documents become delinquent if they are due and not posted to the Mutual account by the next working day after the 15<sup>th</sup> of the month.
- 5.2 If an Assessment is delinquent, the Mutual will recover all of the following:
  1. Reasonable costs incurred in collecting the delinquent Assessment, including reasonable attorneys' fees.
  2. A one-time late charge of 10 percent of the delinquent Assessment.
  3. Interest on all sums imposed in accordance with this section, including the delinquent Assessments, reasonable fees and costs of collection, and reasonable attorneys' fees, at an annual interest rate not to exceed 12 percent, commencing 30 days after the Assessment becomes due.
- 5.3 The Mutual sends statements only to delinquent accounts.
- 5.4 The Mutual generally does not waive late charges, interest or other charges. Members seeking exception from penalties must address their request to the Board in writing.
- 5.5 The Mutual considers accounts overdue by 90 days to be in default and may enforce collection in the manner prescribed by the California Civil Code.
- 5.6 The Mutual will have a noticed hearing prior to finding a member delinquent and enforcing collection.

**Note1:** The general rules regarding delinquent Assessments are found in CC&Rs section 8.13.

**Note 2:** The Board recommends that members pay Assessments by electronic transfer from their bank. Electronic transfers are convenient for the payer and a cost saving to the Mutual.

# Mutual Fifty-Six Policies and Rules

## 6 Insurance

Mutual Fifty-Six insurance requirements are clearly defined in Article 10 of the CC&Rs. Questions regarding what is covered by your individual homeowners (HO-6) policy should be directed to your insurance broker.

**Note:** Insurance Information for Residents outlining what is and is not covered by the Mutual's Property Policy is provided annually in the Walnut Creek Mutual Fifty-Six Annual Disclosures document.

## 7 Landscaping

- 7.1 Maintenance, repair, and replacement responsibilities are set forth in detail in Article 6 of the CC&Rs. Installation and maintenance of landscaping shall be done in accordance with Mutual-approved landscaping practices.
- 7.2 No items, including furniture or decorations, may be placed on the Common Area without prior written Board approval.
- 7.3 Members may place landscape items including irrigation within an Exclusive Use Common Area; however, the Owner shall be financially responsible for any resulting damage to Mutual Common Area.
- 7.4 Installation of an irrigation system within an Exclusive Use Common Area must be implemented in accordance with Policy 1.0.
- 7.5 Upon recommendation from the Landscape Committee and/or the MOD Landscape Manager, the Board may order the removal of a tree or shrub upon determining that it is permitted by the City of Walnut Creek and is:
  - a) dead, dying or seriously diseased;
  - b) an immediate or future hazard to persons or property;
  - c) unsightly due to age or damage or is otherwise inappropriate to be retained from the standpoint of good landscape design;
  - d) not harmonious with good landscape design.
- 7.6 The placement of steppingstones in the Common Area by a Resident is prohibited.

## 8 Private Gardens

A Private Garden is the use of a portion of Common Area landscape by an Owner who has obtained prior written permission from the Board to landscape and maintain a "Private Garden" in accordance with the Governing Documents, this Policy, and an approved Alteration Application. Additionally, Private Gardens require approval of 2/3 of the members (using the written secret ballot voting system) pursuant to Civil Code section 4600(a). The costs of such elections must be solely borne by the Private Garden applicant.

## Mutual Fifty-Six Policies and Rules

8.1 The Alteration policies defined in Policy 1 shall be followed prior to any Private Garden modifications to a Common Area by an Owner. The submitted Alteration Application Private Garden plan will require:

- a) a figure showing specific proposed plants and locations;
- b) boundary of the Private Garden;
- c) proposed irrigation system;
- d) completed Private Garden Maintenance Agreement (Section I - Exhibit A).

8.2 Any plan for and maintenance of a Private Garden must meet the following criteria:

- a) does not create an obstruction for fire, public safety, medical personnel, maintenance personnel or Rossmoor staff;
- b) does not cause damage to hardscape or structures;
- c) plant foliage must not come within 12" of structures to prevent wood rot and to allow necessary air circulation around buildings;
- d) plants or trellises may not be attached to a building;
- e) plants may not obscure the view or sunlight of another Resident;
- f) irrigation must be designed to avoid direct water spray or overspray on Common Area structures;
- g) soil must be kept at least two inches below any siding to prevent rot and structure damage;
- h) invasive species are not permitted as they can easily escape intended areas and cause detriment to landscapes and wildlands beyond. Prohibited invasive species can be found in the Cal IPC invasive plants inventory <http://cal-ipc.org/ip/inventory/pdf/Inventory2006.pdf>;
- i) bamboo is not permitted.

8.3 Water is shared and paid for collectively by all members of the Mutual.

8.3.1 Private Garden plant selections must be of appropriate water use according to Water Use Classification of Landscape Species (WUCOLS) standards. 'Low Water Use', 'Very Low Water Use' or 'Moderate Water Use' are allowed, 'High Water Use' or 'Very High Water Use' plant species are not permitted.

**Note:** Plant water use classifications can be found at [http://ucanr.edu/sites/WUCOLS/Plant\\_Search/](http://ucanr.edu/sites/WUCOLS/Plant_Search/).

8.3.2 The cost of design, installation, and maintenance of the irrigation system within a Private Garden is solely the responsibility of the Owner.

8.3.3 Any automated components of an irrigation system must be identified in the Private Garden Alteration Application.

## Mutual Fifty-Six Policies and Rules

8.4 The Landscape Maintenance Department of Mutual Operations will:

- a) ensure planned landscaping is compatible with acceptable plants, shrubs or trees as listed in Policies 3.8 and 4.1;
- b) ensure planned irrigation system is adequate and compatible with existing irrigation systems;
- c) ensure planned landscaping is aesthetically compatible with surrounding landscaping;
- d) complete Section 2 of the Private Garden Maintenance Agreement (Section I - Exhibit A);
- e) recommend changes or approve.

8.5 Private Gardens shall be identified with a sign visible to the Mutual's landscape maintenance crews.

**Note:** Signs can be unobtrusive but should alert Mutual landscape maintenance personnel to the landscaping for which they are not responsible.

8.6 Owner Private Garden maintenance responsibilities include:

- a) care and maintenance of all plants;
- b) irrigation system operation and maintenance;
- c) any costs associated with installation or maintenance of the Private Garden;
- d) ensuring all plants remain inside the bounds of the Private Garden (or they will be trimmed or removed at Owner's expense);
- e) ensuring plants do not block Mutual lighting (or they will be removed at Owner's expense);
- f) diseased plants or plants heavily infected with pests are promptly and effectively treated or removed from the area;
- g) any costs to repair any damage including dry rot incurred as a result of plantings in a Private Garden;
- h) injuries incurred within the Private Garden are the liability of the Private Garden Owner;
- i) protecting Private Garden plants as necessary to avoid damage during construction or painting.

**Note:** Contractors working on the Mutual's structures will make every effort not to damage plantings. However, should damage occur to the Private Garden, the contractor and the Mutual are not to be held responsible by the Private Garden Owner.

## Mutual Fifty-Six Policies and Rules

- 8.7 Private Garden privileges may be revoked for violation of this Policy.
  - 8.7.1 Resident complaints should be directed to the Landscape Committee Chair in writing. If the Chair determines that the complaint is valid, the Owner will be given written notice that the defect(s) must be corrected within fifteen days at the Owner's expense.
  - 8.7.2 Owners may appeal any decision by the Landscape Committee Chair by writing the President asking for a Board review. After a noticed hearing, the Board decision is final without further appeal.
  - 8.7.3 If the Owner refuses to correct the defect(s) outlined in a valid complaint, the Private Garden privilege will be revoked, and the area will be returned at Owner's expense to landscaping that is acceptable to the Mutual.
- 8.8 Upon resale or transfer of a Unit with a Private Garden, the new Owner may either assume the responsibility for the Private Garden or reject it.
  - 8.8.1 New Owners wishing to maintain the Private Garden must execute a new Private Garden Maintenance Agreement (Section I - Exhibit A) prior to the close of escrow.
  - 8.8.2 If the new Owner does not accept the Private Garden, the existing Owner is financially responsible to restore it to Board-approved landscaping using a Board-approved contractor.
  - 8.8.3 If restoration is not done before closing, adequate funds to complete restoration shall be put into escrow and identified by the existing Owner specifically to cover the restoration expense.
- 8.9 Private Gardens existing at the effective date of this Policy are only required to comply with sections 8.5 – 8.8 of this Policy.

### **9 Service Order Authorization**

- 9.1 The Chair of the Building Maintenance Committee may authorize expenditures not to exceed \$1,000 for repairs to Mutual Property without prior approval from the Board of Directors. The Chair shall report to the Board any commitment that exceeds \$500.
- 9.2 The Chairman of the Landscape Maintenance Committee may authorize expenditures not to exceed \$500 at one location to improve Mutual Landscaping without prior approval from the Board of Directors. The Chairman shall report to the Board of Directors any commitment that exceeds \$250.
- 9.3 A Mutual Director, a Committee Chairman, or Mutual Operations Department personnel may authorize emergency repairs to Mutual Property.

# Mutual Fifty-Six Policies and Rules

- 9.4 The Mutual provides that Residents may request the following services from Mutual Operations Division without additional authorization:
1. Pest Control service.
  2. Exterior lamp replacement (not connected to Unit-controlled switch).
  3. Irrigation sprinkler repair.
  4. Clear stoppage in building drain.
  5. Hard-wired smoke detector repair.
- 9.5 All services not listed in Policy 8.4 or authorized by a Director will be billed directly to the Resident.

## 10 Membership Transfers

Members are referred to GRF Member Records for forms and required procedures to affect membership transfers.

## 11 Work Site Policies

- 11.1 The following policies are conditions for contractors, Residents, and any service providers doing work in this Mutual.
1. Before making an agreement to do work, vendors and Owners must signify awareness of these policies and file with MOD evidence of required licenses and valid insurance coverage.
  2. Working hours are 8:00 AM to 4:30 PM, Monday through Saturday. Work operation outside these hours or on holidays is not permitted.
  3. Park vehicles in parking areas only. Do not block garage doors or traffic areas. Do not park vehicles overnight.
  4. Get specific Mutual permission in order to interrupt utilities or conduct work that produces noisy or jarring operation and notify 24 hours in advance all Owners in the same building of planned interruption.
  5. Clean jobsite daily and remove all materials. Do not place construction waste in dumpsters or any Rossmoor area. Keep walkways and stairs clear at all times except to do work.
  6. Do not store construction materials in parking spaces or any open area.
  7. Protect landscaping and paint finishes from all work activities; report any damage to a Mutual. Contractor must accept responsibility for and repair any damage related to work operations.
  8. Do not operate radios or practice conduct that disturbs Residents in their Units.

11.2 Exceptions are allowed only with express approval from the Mutual.

**Note:** Further details on Contractor Working Guidelines can be accessed at: <https://rossmoor.com/wp-content/uploads/Contractors-Working-Rules.pdf>.

# Mutual Fifty-Six Policies and Rules

## 12 Pest Control

- 12.1 The Mutual PROHIBITS the use of poison traps or other poisons. (Poison use can cause vermin to die in crawl spaces or walls.)
- 12.2 A Resident who uses poison will be responsible for work required to remove any dead pests from the building.
- 12.3 MOD will furnish Residents with bait traps for ants. There is no charge for the traps; however, Residents must get traps at the MOD office, set them in their Unit, and dispose of them properly after use.
- 12.4 The Mutual contracts a service to spray building perimeters for ant control. Members may ask for that contractor to apply allowable treatments for ant control in Unit interiors by contacting the MOD Work Order desk. Owners are responsible for the cost of pest control inside the Unit.
- 12.5 The Mutual Operations Division has a technician licensed to spray exterior areas and landscaping for insects except mosquitoes. He has traps for small animals and is part of an Emergency Response Team to attend to injured or dead animals.
- 12.6 All problems with rodents should be referred to the MOD Work Order desk.

**Note:** Contra Costa County Regulations prohibit anyone but the County Mosquito Abatement District to perform mosquito control service. The Mutual cannot request abatement work. Residents must call C.C.C. Mosquito Abatement at (925) 685-9301 for service at their address.

## 13 Unit Occupancy

- 13.1 All occupants of a Unit (including guests who stay for more than 21 days) must register at the Golden Rain Foundation Administration Office.

Each occupant of a Unit (other than a guest) must be a qualifying Resident, or a qualified permanent Resident, or a permitted health care Resident, as defined in the California Civil Code 51.3, or a designated occupant. Members should consult with GRF Member Services with regard to registering and qualifying Mutual residents.

**Note:** The Golden Rain Foundation ensures proper initial occupancy of Rossmoor Units by obtaining the necessary information from prospective Owners through the Member Records Department California Civil Code Section 51.3 Questionnaire and Certification form. Relevant completed forms are provided to the Board President as they become available.

- 13.2 No more than three persons may permanently occupy a Unit.

# Mutual Fifty-Six Policies and Rules

## 14 Open Flame

- 14.1 Fireplaces shall only be used as designed for gas logs. No other material may be burned in a fireplace.
- 14.2 Charcoal barbecues shall not be operated within the confines of Mutual Fifty-Six.
- 14.3 Propane bottles for propane-fired barbecues must be small (equal to or less than 20 lb. capacity) and must not be stored within a Mutual building.
- 14.4 When in use, a minimum spacing of three (3) feet must be maintained between a propane fueled barbecue and any wood structure including fences.
- 14.5 All barbecue appliances must be operated without becoming a nuisance to other Residents.

**Note 1:** It is recommended that propane barbecues be used with the following cautions:

1. Barbecues should be of reasonable quality and approved by the UL or other national safety testing organization.
2. Ensure availability of a 2A10BC class or better fire extinguisher. (This is the class of fire extinguisher located in the front of our Mutual buildings, and these are sufficient so long as the barbecue operator knows the location of suitable extinguishers.)
3. Any barbecue plumbing should be bubble tested yearly for leaks.

## 15 Smoking Guidelines

- 15.1 Smoking is prohibited everywhere on the Mutual premises, including:
  - a) within 25 feet of multi-unit buildings;
  - b) within all multi-unit residential buildings;
  - c) on patios;
  - d) in all areas within 25 feet of enclosed areas (i.e., all multi-residential buildings);
  - e) on the Common Area.
- 15.2 Residents, guests, vendors, and caregivers are required to comply with these guidelines at all times.

**Note 1:** This policy is consistent with the City of Walnut Creek Ordinance No. 2118, commonly known as the "Second-hand Smoke Ordinance" and which was effective for multi-unit housing as of January 29, 2014.

**Note 2:** All violations can be reported to the City of Walnut Creek no-smoking hotline number at (925)-256-3535, or via e-mail at [nosmoking@walnut-creek.org](mailto:nosmoking@walnut-creek.org).

# Mutual Fifty-Six Policies and Rules

## 16 Fines

16.1 The Board has adopted the following Schedule of Fines and Monetary Penalties for violations of the Governing Documents by an Owner, an Owner's tenant, invitee, guest, any other Resident:

- 1<sup>st</sup> Violation.....\$150
- Additional Violations (same offense)..... \$300
- Safety Violations.....\$400
- Willful Destruction.....\$1,000

16.2 For continuing violations, if provided in the Board's notice of decision following a disciplinary hearing, a per diem monetary penalty of not more than \$100 per day may be imposed commencing ten (10) days after the initial monetary penalty is imposed.

16.3 Imposition of a fine does not preclude the Board from imposing other disciplinary consequences, including Reimbursement Assessments, as authorized by the Governing Documents.

## 17 Pets

17.1 Setting out food or placing or maintaining devices (such as birdfeeders) that dispense food for birds or animals in Common Areas including Exclusive Use Common Areas is prohibited.

17.2 Pets may not be left unattended in Common Areas.

17.3 Residents must control pets at all times and when in a Common Area, carry collection bags and remove their pet's droppings for proper disposal.

17.4 Bird baths or other open containers of water are prohibited. (To avoid mosquito breeding sites.)

**Note:** Comprehensive rules regarding pets are set forth in CC&Rs section 4.13.

## 18 Expenditure of Funds Authorization

18.1 The President, Vice-President, and Secretary/Treasurer are authorized to approve the expenditure of Mutual funds by the Agent to fulfill obligations which are incurred between Board meetings, but any such approvals shall be brought to the attention of the Board at the next appropriate meeting.

18.2 The Board's approval of an annual operating budget includes authorization for the Agent to commit Mutual funds for budgeted activities, except as noted:

1. Any contract or order totaling more than \$5,000 must be submitted to the Board for approval.
2. Agent will use competitive bidding when prudent business dictates and when awarding contracts or orders for the amounts estimated to exceed \$5,000.

## Mutual Fifty-Six Policies and Rules

3. Unless specifically exempted in writing to the Agent, non-emergency, Mutual-billable Building maintenance activities in excess of \$500 must be pre-approved by a Board member. Items approved between Board meetings will be brought to the attention of the Board at the next meeting.
  4. The President, Vice-President, and Secretary/Treasurer are authorized to approve the expenditure of Mutual funds by Agent to fulfill obligations which are incurred between Board meetings, but any such approvals shall be brought to the attention of the Board at the next appropriate meeting.
  5. In the absence of a Board member, the Director of Mutual Operations is authorized to expend Mutual funds in the event of an emergency.
- 18.3 In order to accept and disburse money for Mutual social functions, the Treasurer is authorized to open and maintain a Social Fund Account with a local financial institution in accordance with its Signature Card and Account Agreement.
- 18.4 The President of the Mutual, or other officer authorized by the Board in the President's absence, will be the alternate signature authority for the Social Fund Account.

### **19 Annual Financial Review**

- 19.1 In accordance with California Civil Code section 5305, the Mutual shall contract with a Certified Public Accountant (CPA) to conduct an annual financial review of the Mutual's financial records and submit a financial report to the Board.
- 19.2 A copy of the annual financial report shall be sent to an Owner within 120 days after the end of the fiscal year for the reported year upon request.

### **20 Commercial Activities**

- 20.1 Garage sales, yard sales, and estate sales in name or intent are prohibited.

### **21 Motor Vehicle Operation**

- 21.1 No unreasonably noisy vehicles, or vehicles emitting foul-smelling or offensive exhaust fumes shall be operated within the Mutual. The Board has the sole discretion to determine if a vehicle is unreasonably noisy, foul-smelling, or offensive.
- 21.2 Except for minor emergency repairs, all servicing, maintenance, construction, or reconstruction of any vehicle is prohibited.
- 21.3 Trailers, campers, boats, and commercial-type trucks may not be parked on streets or in driveways of the Mutual, except for a 24-hour loading or unloading period.

**Note:** The traffic and parking rules for Walnut Creek apply to Rossmoor and are enforced by the Walnut Creek Police Department.

# Mutual Fifty-Six Policies and Rules

## 22 Painting

The painting of any Common Area surface by a Resident is prohibited.

## 23 Backup Electrical Power Systems

- 23.1 Portable generators powered by gasoline, diesel, propane or other flammable liquids are prohibited, except as specifically permitted in 23.2, below.
- 23.2 Approved contractors performing permitted repairs or alterations to an Owner's Manor on weekdays between 8 am and 5 pm may use gasoline or propane-powered portable generators.
- 23.3 Battery-powered portable power stations labelled by Underwriters' Laboratories (UL) as safe for indoor use are permitted.
- 23.4 Permanently installed energy storage systems (ESS), some of which may operate in conjunction with rooftop solar energy systems, are permitted with the following restrictions:
  - 1. An appropriate architectural alterations application must be submitted and approved prior to installation of the ESS.
  - 2. The batteries shall be located within the Owner's exclusive use common area garage.
  - 3. The ESS shall be connected to a "transfer-switch" that automatically disconnects the Manor's electrical system from the PG&E grid before the backup power is applied to Manor electrical circuits.
- 23.5 ESS transfer switches shall be:
  - a) certified as compliant with the relevant Underwriters' Laboratory standards,
  - b) installed by a licensed electrical contractor,
  - c) subject to final inspection by MOD and the City of Walnut Creek.
- 23.6 ESS installation shall be done by a suitably licensed and insured contractor.
- 23.7 In conjunction with an ESS alterations application, the Owner shall execute a "Maintenance and Indemnity Agreement" (Exhibit E) acknowledging that he or she has read and understands this Rule and represents that the proposed Energy Storage System, its installation and maintenance shall comply fully with this Rule, and further agreeing to indemnify and hold harmless the Mutual and its officers, directors, employees and members from and against any and all claims, allegations, litigation, arbitration or judgments resulting in whole or in part from the installation, maintenance or removal of the Energy Storage System.
- 23.8 If an Owner installs an ESS, the Owner shall provide a homeowners' liability insurance policy providing Five Hundred Thousand Dollars (\$500,000) in coverage, which names the Mutual as an additional insured under the policy with a right to notice of cancellation, within fourteen (14) days of approval of the Alteration Application, to be renewed annually.

# Mutual Fifty-Six Policies and Rules

## 24 Mutual Records

- a. Members are entitled to inspect and copy the Mutual's records as set forth in Civil Code section 5200, et seq.
- b. Minutes of Board meetings, other than meetings held in executive session, will be made available within 30 days of the meeting. If meeting minutes are not yet approved within 30 days of the meeting, draft minutes will be provided.
- c. Requests for minutes and other Mutual records should be directed to the Mutual's manager/Board Services Coordinator.
- d. If hard copies are requested, members will be required to reimburse the Mutual's actual costs of copying and mailing the requested records.

## 25 Voting & Election Rules

### 1. General.

- 1.1 These Rules are intended to comply with Civil Code sections 5100 through 5130 and shall apply to Member voting: (1) to elect or remove Members of the Board of Directors; (2) regarding assessments; (3) regarding amendments to the governing documents; (4) regarding the granting of exclusive use of common area property; and (5) at the discretion of the Board of Directors, regarding any other matter that may be the subject of a vote of Mutual Members.
- 1.2 As used in these Rules, "general notice" means providing notice by one or more of the following methods: any method provided for delivery of an individual notice pursuant to Civil Code section 4040; inclusion in a billing statement, newsletter, or other document; posting the printed document in a prominent location that is accessible to all Members, if the location has been designated for the posting of general notices by the Mutual in the annual policy statement (e.g., on the bulletin board in the Gateway Administration Center); if the Mutual broadcasts television programming on GRF-owned Rossmoor Channel 28 for the purpose of distributing information on Mutual business to its Members, by inclusion in the programming.

### 2. Access to Mutual Media and Facilities.

- 2.1 No candidate or Mutual Member advocating a point of view for purposes related to an election covered by these Rules shall be allowed access to any form of Mutual media including, but not limited to, newsletters, common area bulletin board, internet website, social media pages or television programming after written ballots are distributed as specified in Section 7.1 until the conclusion of the election. "Mutual media" shall not include correspondence to the Members via first-class mail, personal delivery, or email. For purposes of this section, "advocacy" shall not include the following: (1) "get out the vote" efforts or publication of communications in any format which are solely for the purpose of encouraging Members to timely return ballots to the Inspector(s) of Elections for tabulation; (2) descriptions of the purpose and effect of a proposed rule change pursuant to Civil Code section 4360;

## Mutual Fifty-Six Policies and Rules

or (3) a factual summary of significant changes to the governing documents accompanying the text of a proposed amendment pursuant to Civil Code section 5115(e).

- 2.2 "Equal access" shall mean, for written statements on any platform, publication of written statements not to exceed a predetermined number of words and, for broadcast statements on any platform, including GRF-owned Rossmoor Channel 28, broadcast statements not to exceed a predetermined length of time. The Board may require that broadcast statements be pre-recorded in order to comply with the predetermined time limit. The Board shall not edit or redact any statement, and shall not be required to publish any statement, written or broadcast, which exceeds the predetermined word or time limit.
- 2.3 The Mutual shall not be responsible or liable for the content of any statement published pursuant to the "equal access" rules. The author or proponent of any statement or point of view shall be solely responsible and liable for the content of their statements. All statements published in Mutual media pursuant to the "equal access" rules must identify the author or proponent, which author or proponent must be a Mutual Member to be eligible to publish in Mutual media. Anonymous statements will not be accepted or published.
- 2.4 If the Mutual uses Mutual media to advocate for a particular position (excepting "get out the vote" activities as described above) regarding an election of Directors to the Board, then it shall make the same media in a comparable format (but not necessarily contemporaneously) available to all candidates to allow advocacy by the candidate(s) regarding the Mutual position. Additionally, the Board may, but is not required to, generally make Mutual media (i.e., posting on the Mutual's official bulletin board, official website, broadcasting via GRF-owned Rossmoor Channel 28 or other television or internet video channel, newsletter, or other notices mailed or delivered by the Mutual to the owners of the Units) available to candidates running for election to the Board for purposes that are reasonably related to the election in which that candidate is running. If the Board allows such general access to Mutual media, then all candidates shall be allowed equal access to the same media.
- 2.5 If the Mutual uses Mutual media to advocate for a particular position (excepting "get out the vote" activities as described above) regarding any other matter, then it shall make the same media in a comparable format (but not necessarily contemporaneously) available to Members advocating a point of view. Additionally, the Board may, but is not required to, generally make Mutual media (i.e., posting on the Mutual's official bulletin board, official website, broadcasting via GRF-owned Rossmoor Channel 28 or other television or internet video channel, newsletter, or other notices mailed or delivered by the Mutual to the owners of the Units) available to Members for purposes that are reasonably related to the election in which the Mutual advocated a position.

## Mutual Fifty-Six Policies and Rules

- 2.6 For each election of Directors, the Mutual may, but is not required to, schedule one "Meet the Candidates" town hall meeting at GRF common area meeting space where each nominated candidate may attend and speak to any Mutual Members choosing to attend according to guidelines which may be established by the Board of Directors.
  - 2.7 For each other election subject to these Rules, the Mutual may schedule one informational meeting at GRF common area meeting space at which any Member advocating a point of view which is the subject of a pending election may attend and address the attendees according to guidelines which may be established by the Board of Directors.
  - 2.8 With the exception of refreshments which may be provided at the above assemblies, no Mutual funds shall be used for campaign purposes in connection with any election which is subject to these Rules.
  - 2.9 The Board shall ensure that all candidates for election to the Board are given access to common area meeting space, at no cost, for purposes related to their campaigns.
  - 2.10 Whenever the Board places a matter before the Members which requires Member approval, the Board shall ensure that Members advocating a point of view on the matter are given access to common area meeting space, at no cost, for purposes reasonably related to advocating their point of view, whether or not they agree with the point of view advocated by the Board on the matter at issue.
3. Qualifications of Candidates.
- 3.1 Consistent with Civil Code section 5105(b), candidates for the Board of Directors must meet qualifications as set forth hereafter.
    - 3.1.1 Be a Member of the Mutual prior to the close of nominations;
    - 3.1.2 Be current in all regular and special assessment payments, to the extent that the Bylaws hold current directors to the same standard;
    - 3.1.3 Not have a past criminal conviction that would either (a) prevent the Mutual from purchasing the fidelity bond coverage required by Civil Code section 5806 should the person be elected, or (b) terminate the Mutual's existing fidelity bond coverage as to that person should that person be elected; and
    - 3.1.4 No more than one (1) Owner of any particular Unit may serve on the Board at the same time.

# Mutual Fifty-Six Policies and Rules

## 4. Nomination of Candidates.

- 4.1 To the extent not in conflict with Civil Code sections 5100 and 5105, candidates for the Board of Directors shall be nominated as set forth hereafter.
  - 4.1.1 At least 30 days before any deadline for submitting a nomination, the Mutual shall provide general notice of the procedure and deadline for submitting a nomination and shall give all Members an opportunity to nominate themselves as candidates for the Board of Directors.
  - 4.1.2 Interested persons must inform the Mutual's managing agent or Board of Directors in writing of their request to be a candidate for the Board of Directors (self-nomination). Any self-nominated candidate must disclose a past criminal conviction that would either prevent the Mutual from purchasing the fidelity bond coverage required by Civil Code section 5806 should the person be elected or terminate the Mutual's existing fidelity bond coverage as to that person should that candidate be elected to the Board.
  - 4.1.3 Nominations for candidates wishing to be included on the mailed ballots shall close on the date established by the Mutual. All nominations to be included in the written ballot must be in writing and delivered to the Mutual by the deadline established by the Mutual, which deadline shall be in advance of the date on which the ballots are mailed.
  - 4.1.4 The Mutual shall review all persons so responding for compliance with the qualifications identified in Section 3 of these Rules.
  - 4.1.5 All qualified persons who timely respond to the Mutual's solicitation shall be candidates for the Board of Directors at the next election.
  - 4.1.6 The Mutual shall provide general notice of the following at least 30 days before the ballots are distributed:
    - a. The date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector(s) of Elections;
    - b. The date, time and location of the meeting at which ballots will be counted; and
    - c. In an election of Directors, the list of all candidates' names that will appear on the ballot (i.e., the candidate registration list).
  - 4.1.7 The Mutual shall permit Members to verify or correct, by providing documentary evidence (including, but not limited to, a grant deed or general power of attorney) satisfactory to the Inspector(s) of Elections, the accuracy of their individual information on the candidate registration list (as applicable) and the voter list. The voter list shall include the voter/Member's name, voting power, and either the physical address of the voter's (a) Unit, or (b) parcel number, or (c) both, and the mailing address for the ballot if it differs

## Mutual Fifty-Six Policies and Rules

from the physical address of the separate interest or if only the parcel number is used.

### 5. Inspector(s) of Elections.

5.1 The Board shall appoint one or three Inspector(s) of Elections who shall perform all functions required by Civil Code sections 5105 and 5110, including:

5.1.1 Determine the number of Members entitled to vote and the voting power of each;

5.1.2 Determine the authenticity, validity and effect of proxies, if any;

5.1.3 Receive and be the custodian of ballots, and direct the location to which ballots shall be sent until tabulated by the Inspector(s) of Elections;

5.1.4 Correct errors or omissions on the candidate registration list (if any) and/or voting list within two business days of the errors or omissions being reported, with receipt of satisfactory documentary evidence;

5.1.5 Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;

5.1.6 Count and tabulate all votes;

5.1.7 Determine when the polls shall close, with the discretion to extend the deadline for voting as necessary;

5.1.8 Determine the results of the election; and

5.1.9 Report the results of the election to the Board of Directors.

5.2 Eligible Inspectors of Elections may include:

5.2.1 Any Mutual Members who are not Members of or candidates for the Board of Directors nor relatives of Members or candidates for the Board of Directors; and

5.2.2 An independent third party who is not currently employed or under contract to the Mutual for any compensable services other than serving as an Inspector of Elections.

5.3 The Mutual may, at the discretion of the Board of Directors, provide reasonable compensation to the Inspector(s) of Elections.

5.4 The Inspector(s) of Elections may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector(s) deem appropriate, provided that the appointed persons would themselves be eligible to serve as Inspector(s) of Elections pursuant to Section 5.2, above.

## Mutual Fifty-Six Policies and Rules

### 6. Voting Rights.

- 6.1 Each Mutual Member shall be entitled to a single vote with regard to each matter that is the subject of a pending election. For purposes of these Rules, therefore, all record owners of a single Unit shall collectively constitute one "Mutual Member." In an election of Directors, each Mutual Member shall be entitled to cast the number of votes equal to the number of Directors to be elected. However, cumulative voting is not permitted. Write-in candidates are not permitted in an election of Directors.
- 6.2 A Member shall not be denied a ballot for any reason other than not being a Member at the time when ballots are distributed.
- 6.3 A ballot may not be denied to a person with general power of attorney for a Member and a ballot of a person with general power of attorney for a Member must be counted if returned in a timely manner (i.e., by the ballot return deadline).
- 6.4 The voting period will run from the date on which ballots are distributed (as specified in Section 7.1, below) until the polls are closed.

### 7. Voting Procedures.

- 7.1 Mailing of voting packets. At least 30 days before the election, one voting packet shall be delivered to each Mutual Member. Each packet shall contain the following:
  - 7.1.1 The ballot or ballots;
  - 7.1.2 Two sealable envelopes. The smaller (inner) envelope shall have no markings identifying the voter. The larger (outer) envelope shall be pre-addressed to the Inspector(s) of Elections, Walnut Creek Mutual No. 56. The upper left corner of the larger envelope shall contain the Member's name, address, and Unit number that entitles the Member to vote (or provide spaces to fill in such information) and provide a place for the Member's signature;
  - 7.1.3 Instructions on how to use the two-envelope system; and
  - 7.1.4 Notice of the date, time and location of the meeting of the Board or Members at which the ballots will be opened and tabulated.
  - 7.1.5 A copy of these Voting and Election Rules (via individual delivery or posting to an internet website and including the corresponding website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here: [rossmoor.com](http://rossmoor.com) website.").
- 7.2 Ballot content. Each ballot shall contain the following:
  - 7.2.1 In an election of Directors, each candidate's name listed alphabetically;

## Mutual Fifty-Six Policies and Rules

7.2.2 The identification of any other matter that is the subject of a pending Member vote;

7.2.3 A statement of when ballots must be returned by mail or hand delivery.

### 7.3 Receipt of ballots.

7.3.1 All ballots shall be received by the Inspector(s) of Elections at locations as specified by the Inspector(s) of Elections.

7.3.2 If so directed by the Inspector(s) of Elections, the Mutual's management staff shall maintain a log of all ballot envelopes received, noting whether the outer envelopes were signed or unsigned. The Inspector(s) of Elections may contact Members who return unsigned envelopes and make arrangements for Members to sign the envelopes prior to the date that the ballots are opened and tabulated.

7.3.3 Once a ballot has been received by the Inspector(s) of Elections, it may not be revoked. A ballot shall be considered received when the voting packet envelope (the outer envelope containing the inner envelope containing the ballot) has been received by the Inspector(s) of Elections.

7.3.4 Each ballot received by the Inspector(s) of Elections shall be treated as a Member present at a meeting for purposes of establishing a quorum if a quorum is required by the governing documents or California law to conclude the election.

7.3.5 The sealed ballots, signed outer voter envelopes, voter list, proxies, and (if applicable) candidate registration list (collectively, the "Mutual election materials") shall at all times be in the custody of the Inspector(s) of Elections or at a location designated by the Inspector(s) until after the tabulation of the vote at a properly noticed, open meeting of the Members or the Board of Directors, and until the time allowed by Civil Code section 5145 for challenging the election has expired (i.e., one (1) year after the election), at which time custody shall be transferred to the Mutual.

### 7.4 Proxies.

7.4.1 The Mutual shall have the option, but shall not be obligated, to distribute proxies for any election covered by these Rules. If the Mutual distributes a proxy form, any instruction given in that proxy directing the manner in which the proxy holder is to vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder may then cast the Member's vote by secret ballot which will be provided by the Inspector(s) of Elections upon presentation of the proxy.

## Mutual Fifty-Six Policies and Rules

7.4.2 If a Member attempts to use a proxy, any instruction given in that proxy directing the manner in which the proxy holder is to vote should be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder may then cast the Member's vote by secret ballot which will be provided by the Inspector(s) of Elections upon presentation of the proxy.

7.4.3 In the event the Mutual's Bylaws are amended to prohibit voting by proxy in connection with votes of the Members and/or Member meetings, voting by proxy shall not be permitted.

7.5 Election by acclamation. Unless prohibited by the Bylaws, if, as of the published deadline for nominations, the number of qualified candidates nominated does not exceed the number of Directors to be elected, then the individuals nominated and qualified to be elected may be declared elected on a date determined by the Board and/or the Inspector(s) of Elections, in which case written notice of the election results shall be given to the Members.

### 8. Tabulation of Ballots.

8.1 The voting packet envelopes shall be opened by the Inspector(s) of Elections after the close of the of the polls which shall be determined by the Inspector(s). The Inspector(s) of Elections, or their designees, may verify the Member's information and signature on the outer envelope prior to the opening and tabulation of ballots.

8.2 The voting packet envelopes shall be opened and the ballots tabulated by the Inspector(s) of Elections in public at a properly noticed, open meeting of the Members or of the Board of Directors.

8.3 Any candidate or other Member of the Mutual may witness the counting and tabulation of the ballot. However, no Mutual Member or candidate shall communicate with the Inspector(s) during the tabulation process, and all Members and candidates must remain at least five feet away from the counting area. The Inspector(s) of Elections may cause the removal of any observer who interferes with or disrupts the counting or tabulation process.

8.4 At the meeting at which ballots are to be opened and tabulated, the Inspector(s) of Elections may announce to the Members present those Members who neglected to sign the outer envelope and provide an opportunity for those Members to sign the outer envelope prior to tabulation of the ballots.

8.5 In the event there is a tie between candidates for the last open position on the Board, a runoff election shall be conducted via secret written ballot in accordance with these Rules. Under these circumstances, the procedures set forth above regarding the nomination of candidates shall not apply.

# Mutual Fifty-Six Policies and Rules

8.6 The results of the election shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next meeting of the Board of Directors.

## 9. Additional Procedures.

9.1 The Board of Directors shall give general notice of the tabulated results of the election within 15 days by a communication directed to all Members.

9.2 One year after the conclusion of the election, the Inspector(s) of Elections shall transfer custody of all ballots, signed outer voter envelopes, voter list, proxies and (if applicable) candidate registration list ("Mutual election materials") to the Mutual; the Mutual shall maintain the Mutual election materials for an additional two (2) years.

9.3 In the event of a re-count or challenge, the Inspector(s) of Elections shall, upon written request, make the Mutual election materials available for inspection by the challenging Mutual Member or its authorized representative. Outer voter envelopes may be inspected but may not be copied. The Mutual shall be entitled to redact the address of any Member on the voter list who has opted out of the membership list and the voter list. Any re-count shall be conducted in a manner designed to preserve the confidentiality of the vote.

## 26 Solar Energy Systems

The guidelines set forth in this Rule for the installation and maintenance of Solar Energy Systems ("SES") are pursuant to Public Resource Code Section 25982 and California Civil Code sections 714, 714.1, and 4746, as well as Walnut Creek Mutual No. 56's ("Mutual") Second Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded on September 29, 2020, as Document No. 20200220518 in the Office of the County Recorder of Contra County, and any amendments thereto (collectively, "CC&Rs").

### 1 Definitions

1.1 **Solar Energy System:** A "Solar Energy System" ("SES") is any photovoltaic solar collector together with ancillary equipment such as mounting systems and wiring systems used to integrate the solar modules into the structural and electrical systems of the home. The wiring systems include disconnects for the DC and AC sides of the inverter, ground-fault protection, and overcurrent protection for the solar modules whose primary purpose is to provide for the collection, storage and distribution of solar energy.

1.2 **Common Area:** "Common Area" shall have the same meaning as that set forth in Article I, Section 1.11 of the CC&Rs.

1.3 **Unit:** "Unit" shall have the same meaning as that set forth in Article I, Section 1.38 of the CC&Rs.

1.4 **Solar Site Survey:** Consistent with Civil Code section 4746(b)(1), a "Solar

# Mutual Fifty-Six Policies and Rules

Site Survey" or "SES" shall be prepared by a licensed contractor or the contractor's registered salesperson knowledgeable in the installation of solar energy systems to determine Usable Solar Space. The Survey shall show the placement of the SES, as well as a determination of an equitable allocation of the usable solar roof area among all owners sharing the same roof, garage, or carport.

- 1.5 **Usable Solar Space:** "Usable Solar Space" refers to usable solar roof area referenced in Civil Code section 4746(b)(1)(B).
- 1.6 **Exclusive Use Common Area:** "Exclusive Use Common Area" shall have the same meaning as that set forth in Article I, Section 1.15 of the CC&Rs.
- 1.7 **Alteration Application:** An "Alteration Application" shall include all of the documents in the Solar Installation Checklist set forth below. No Alteration Application shall be considered complete without the requisite documents.

## 2 Alteration Considerations

- 2.1 Any proposed SES must be processed in accordance with the alteration policies defined in Policy Article 1.
- 2.2 Only Owners may apply to install Solar Energy Systems for their Units. The SES must be installed directly above the Unit on the rooftop of the Condominium building in which the Unit is located.
- 2.3 The installation of Solar Energy Systems in or on Common Area roofs is subject to a determination of Usable Solar Space and allocation of Usable Solar Space to the Units in the condominium building.
- 2.4 The SES Provider must utilize only the components agreed upon by the Board and/or Architectural Control Committee for all installations to maintain uniformity of all installations within the Mutual. These include:
  - a) Only non-glare, black solar panels and black frames will be approved.
  - b) Adherence to the distributive solar generating allotment of roof space for the project as plotted in the solar site survey.
  - c) Duration of installation project must be specified and adhered to.
  - d) The installed SES must operate at less than 50 decibels.
- 2.5 Any Alteration Application for installation of a Solar Energy System must include all documents listed in the Solar Installation Checklist (Exhibit A).
- 2.6 No application may be denied by the Board and/or Architectural Control Committee because of objections by a neighbor.

## 3 Determination of Usable Solar Space

- 3.1. A Solar Site Survey and the roof plan of the Owner's roof, prepared by a licensed contractor or the contractor's registered salesperson knowledgeable in the installation of an SES, must be performed to determine the Usable Solar Space available to all Owners of the building.
- 3.2. The roof plan must be to scale, showing the physical placement and locations of existing roof vents, skylights, etc. and also show a proposed equitable apportionment of the usable area.
- 3.3. This document must be submitted to the Board and/or Architectural Control Committee either prior to or in conjunction with the submittal of an Alteration

# Mutual Fifty-Six Policies and Rules

Application. An Alteration Application for an SES is not complete without a Solar Site Survey. If the Solar Site Survey is incomplete, the entire application is incomplete. Resubmission of the Solar Site Survey shall restart the forty-five (45) day period of consideration.

- 3.4. If the allocated Usable Solar Space does not fully accommodate the solar generation needs of an SES applicant, the applicant may petition the Board and/or Architectural Control Committee for permission to use an allocated but unclaimed Usable Solar Space.

## **4 Maintenance and Indemnification Agreement**

As a condition of approval of installation of any Solar Energy System within the Common Area, the applicant shall execute a separate "Maintenance and Indemnity Agreement" acknowledging that he or she has read and understands this Rule and represents that the proposed Solar Energy System, its installation and maintenance shall comply fully with this Rule, and further agreeing to indemnify and hold harmless the Mutual and its officers, directors, employees and members from and against any and all claims, allegations, litigation, arbitration or judgments resulting in whole or in part from the installation, maintenance or removal of the Solar Energy System, in accordance with the form attached to this Rule (Exhibit B).

## **5 Landscape Considerations**

The Mutual shall not be required to prune or allow pruning or removal of trees and/or shrubs which were planted before the Solar Energy System was proposed. However, trees or shrubs planted after the installation of the Solar Energy System may not be allowed to grow so as to cast a shadow greater than ten percent (10%) of the collector absorption area upon that collector's surface at any one time between the hours of 10:00 a.m. and 2:00 p.m. local standard time (California Public Resources Code Section 25982). Pruning needs shall be determined and dictated by the landscape or tree experts of the Mutual.

## **6 Notification to Neighbors**

As required by Civil Code section 4746, the Owner shall notify each Owner of a Unit in the building on which the installation will be located (*i.e.*, those under the same common roof) and the Owner shall certify in the application the names and addresses of those notified and the date of the notification. This will be done by the attached form to this Rule (Exhibit C) or copies of certified return letter receipts from the Post Office.

## **7 Safety**

- 7.1 A Solar Energy System for heating water shall be certified as to all system components and the installation thereof by the Solar Rating & Certification Corporation or other nationally recognized certification agency.
- 7.2 A Solar Energy System for producing electricity shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronic Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories (UL TM) and, where applicable, rules of the Public Utilities Commission regarding

## Mutual Fifty-Six Policies and Rules

safety and reliability.

- 7.3 To ensure the safety of individuals and allow safe access to the physical plant of the Mutual, Solar Energy Systems shall not obstruct access to or from any Unit, walkway, or ingress or egress into any area of the Mutual.
- 7.4 In approving the installation of any SES, the Board and/or Architectural Control Committee is entitled to rely upon the representation of the designated contractor that the system fully complies with the safety criteria set forth in this policy. Should the Board and/or Architectural Control Committee later determine that the equipment is not in conformance, the Board and/or Architectural Control Committee may require the SES

Owner(s) to remove or modify the SES to bring it into compliance and assume all associated costs.

### **8 Board and/or Architectural Control Committee Review of Application and Decision**

- 8.1 Any decision by the Board and/or Architectural Control Committee on a proposed Solar Energy System installation must be in writing and, if the proposed Solar Energy System is disapproved, the written decision shall include an explanation of why the Alteration Application was disapproved. As provided by Civil Code section 714, a complete Alteration Application for the installation of a Solar Energy System that is not denied in writing within forty-five (45) days from the date of receipt of the Alteration Application by the Mutual shall be deemed approved, unless that delay is a result of a reasonable request for additional information. Any Alteration Application that is resubmitted shall restart the forty-five (45) day window of review.
- 8.2 The Board and/or Architectural Control Committee may have its own Solar Site Survey prepared at the applicant's expense. The Board and/or Architectural Control Committee may also hire a consultant, at the applicant's expense, to review all information and documentation provided by the applicant.

### **9 Installation**

- 9.1 Installation shall only be by a qualified, licensed and properly insured installer knowledgeable in the installation of Solar Energy Systems.
- 9.2 A Solar Energy System's visible ancillary components, such as conduits and supports shall be painted to match the exterior of adjacent structures, unless such painting would void a manufacturer's warranty, result in an increase of more than one thousand dollars (\$1,000) for a photovoltaic system or reduce the efficiency of the system by more than ten percent (10%).
- 9.3 All installations of Solar Energy Systems shall be completed so as not to materially harm or damage the Mutual's common elements, or any other individual Unit or such Unit's Exclusive Use Common Area, or void any warranties held by the Mutual or other Owners and/or impair the integrity of a building or structure.
- 9.4 All portions of a Solar Energy System shall be secured in a manner which

## Mutual Fifty-Six Policies and Rules

does not jeopardize the safety or soundness of any structure and/or the safety of any person within the Mutual.

- 9.5 There shall be no penetrations into building structures, including but not limited to walls and roofs, unless it is absolutely necessary for the installation and operation of the system and/or to avoid an unreasonable increase in the cost of the installation (more than \$1,000 for photovoltaic systems) or an unreasonable decrease in the Solar Energy System's efficiency (more than ten percent (10%) as originally specified and proposed for photovoltaic systems). Any penetrations for wiring or piping for a Solar Energy System shall be properly sealed and waterproofed in accordance with industry standards and building codes in order to prevent moisture penetration and resulting structural damage. Any penetrations through the existing rooftop shall be the responsibility of the Solar company installers and Five Star (the roofing company who installed the existing roofing) in order to protect the existing warranties.
- 9.6 The Owner shall be responsible for any damage to building elements, Unit interiors or personal property caused by such penetrations, even if the Mutual has primary maintenance responsibility for such elements under the Mutual's governing documents.
- 9.7 Once the installation of an approved Solar Energy System has commenced, all work must be completed within a reasonable period of time, weather permitting, and no later than ninety (90) days.
- 9.8 The installation of the Solar Energy System and the use and storage of tools and equipment related to such installation must not create a safety hazard to surrounding Units, the Association Property, and/or the Common Area (including Exclusive Use Common Area).
- 9.9 In the event that an applicant fails to commence work on an approved Solar Energy System within ninety (90) days of approval, the approval shall be deemed revoked, and applicant must submit a new application for the installation of a Solar Energy System and obtain approval of the new application before proceeding with the work.

### 10 Maintenance

- 10.1 Owner of a Solar Energy System is solely responsible for all associated costs, including but not limited to:
- a) replacement, repair, maintenance, moving and/or removal of the Solar Energy System or any of its components.
  - b) repair and/or replacement of any property damaged by the installation, maintenance and/or use of the Solar Energy System.
  - c) payment of any medical expenses incurred by persons injured by the installation, maintenance and/or use of the Solar Energy System.
  - d) and/or restoration of Solar Energy System sites to their original condition after removal.
  - e) when an SES is moved or removed for any reason, the roof warranty must be recertified at Owner's expense.

## Mutual Fifty-Six Policies and Rules

- 10.2 Owner shall not permit his or her Solar Energy System to become a hazard or fall into disrepair. Owner shall be responsible for correction of any safety hazards and Solar Energy System repair and/or replacement. Owner shall be responsible for the cost of repainting or replacement of the visible ancillary components of the Solar Energy System, such as conduits, plumbing and supports, if deterioration occurs, whether performed by the Mutual or outside contractor.
- 10.3 Owner shall be responsible for any increased costs incurred by the Mutual in maintaining or repairing the Common Area or those portions of a Unit or Exclusive Use Common Area which the Mutual is responsible under the Governing Documents for maintaining or repairing which are caused by the presence of a Solar Energy System on the Common Area.
- 10.4 If it is necessary to temporarily remove a Solar Energy System or some of its components so that the Mutual may perform required maintenance or repairs to the Common Area, the Owner of the Solar Energy System shall be responsible, at his or her sole expense, for removing and reinstalling the system after the maintenance or repair is completed. Unless there is an emergency, notices to the Owner regarding removal shall be in writing sent by certified mail at least fifteen (15) days prior to the date removal is required. If the Owner fails to remove a Solar Energy System or a system component when requested to permit necessary maintenance or repairs, the Mutual may remove the system or component at the Owner's expense and levy a Reimbursement Assessment. So long as the Mutual uses reasonable care in removing and reinstalling the Solar Energy System or any component thereof, the Mutual shall not be responsible for any damage caused to the system or component by such removal or reinstallation.

### **11 Resale or Transfer of Owner's Unit**

- 11.1 Upon resale or transfer of any Owner interest in his or her Unit which has a permitted Solar Energy System, the buyer or transferee (as the case may be) shall assume in writing all of the Owner's duties and responsibilities as outlined in these Rules, and shall execute a new Maintenance and Indemnity Agreement (Exhibit B) prior to close of escrow.
- 11.2 If a buyer does not agree in writing to assume responsibility for the Solar Energy System, the Owner must:
- a) either sell the SES to another Owner or Owners within the same building or;
  - b) remove the SES and all its components and restore the areas where they were located or attached to original conditions.
- 11.3 Should an Owner fail to remove the Solar Energy System when required, the Mutual may remove the Solar Energy System at the Owner's expense and levy a Reimbursement Assessment.

### **12 Solar Energy System Removal**

- 12.1 The Mutual may inspect a Solar Energy System at any time to ensure compliance with the provisions of these Rules and the application, as approved. The Owner shall be responsible for reimbursing the Mutual for

## Mutual Fifty-Six Policies and Rules

- any costs incurred by the Mutual in having the Solar Energy System inspected.
- 12.2 If it becomes necessary to remove an SES, the Mutual shall notify the Owner in writing by means of certified mail no less than thirty (30) days prior to the date of removal.
  - 12.3 If it becomes necessary to remove an SES, the building structure shall be returned to its pre-solar installation condition.
  - 12.4 Owner of SES shall obtain an alteration permit for removal.
  - 12.5 Owner shall retain a licensed contractor to install a new roofing system matching the preexisting roofing design, although color match may not be possible.
  - 12.6 Owner shall patch all holes in the interior ceiling, if deemed necessary by the Mutual, and other penetrations where solar panel appurtenances were installed.
  - 12.7 Owner shall retain licensed professionals to inspect the exterior of the structure, utility/meter closets and electrical panels for penetrations and repair them.
  - 12.8 Owner shall properly dispose of all materials outside of Mutual Fifty-Six property.

### **27 Mutual and Owner Maintenance, Repair, and Replacement Responsibilities Guidelines**

Mutual and Owner Maintenance, Repair, and Replacement responsibilities are defined in our CC&Rs. These guidelines only provide more convenient access to the responsibilities associated with situations that arise most often. In the event of a conflict between the guidelines and our CC&Rs, the CC&Rs shall control.

There are the two key CC&Rs articles associated with Mutual and Owner Maintenance, Repair, and Replacement Responsibilities:

- Article 1 defines the terms Owner, Mutual, Unit, Common Area, and Exclusive Use Common Area (EUCA) in detail.
- Article 6 spells out the responsibilities of the Mutual and each Owner to Maintain, Repair, and Replace as each of these actions is defined in Article 1.

The Mutual Project is divided into the Common Area, Exclusive Use Common Areas, and Units. The Article 6 responsibilities are organized as follows:

- Article 6.1 Common Area (Mutual's responsibility)
- Article 6.2 ECUA (Owner's responsibility unless assigned to Mutual)
- Article 6.3 Units (Owner's responsibility)
- Articles 6.4 – 6.10 Generalized requirements

Table 1 provides guidance on commonly encountered questions regarding Mutual Maintenance, Repair, and Replacement responsibilities, and Table 2 provides guidance on commonly encountered questions regarding Owner Maintenance, Repair,

## Mutual Fifty-Six Policies and Rules

and Replacement responsibilities. In a few cases, notes are provided (in orange) that might be helpful in troubleshooting and/or understanding available MOD support to assist the Mutual and Owners in meeting their respective responsibilities.

Be aware that some information on the same subject may appear in both tables because there are different responsibilities associated with the same element. For example, there is an HVAC heading in both tables because the Mutual is only responsible for the ducts and air conditioning condensation line while the Owner is responsible for all other elements of the heating and cooling systems.

Also be aware that, in accordance with CC&Rs Section 6.5, in the event an Owner or Resident has modified or added on to a Unit or to a component that would otherwise be the responsibility of the Mutual and which increases the maintenance, repair and/or replacement cost to the Mutual, the Owner shall reimburse the Mutual for the increased cost. In addition, in accordance with CC&R Section 6.10, Owner's may be responsible for maintenance, repair, or replacement of Common Area components caused by an Owner or person or pet whose presence is the result of the Owner's action.

# Mutual Fifty-Six Policies and Rules

## Table 1 - Mutual Responsibilities

Component	Responsibilities	CC&Rs
Doors	Exterior doors (including front doors), including door frames, door casing, and door, and repairing, refinishing and painting of the door exterior. (Except garage doors.)	6.2.2(a) 6.2.4(a)
Downspout Drains	Any drains located outside the boundaries of the Unit.	6.2
Electrical Panels	Main electrical panels (one for each building) and Unit subpanels.	6.1
Fences/Arbors	Fences around patios, privacy fences between patios, and original arbors in the front and back of Units.	6.1
Finished Surfaces in Unit	Cracks due to settlement. (This would be described as a jagged, diagonal crack and larger than hairline. If it is a hairline crack or a little larger but straight or along a tape joint seam, it is cosmetic and the Owner's responsibility.)	6.1
Fire Extinguishers	Maintenance, Repair and Replacement of the fire extinguishers located near the exterior of garage doors and installed by the Mutual.	6.1
Fireplaces	Chimneys and chimney caps exterior; chimney flues (maintenance includes chimney sweeping), fireplaces, and fireboxes.	6.1
Fire Protection System	All sprinklers, sprinkler pipes, sprinkler heads, alarm bells, wiring, smoke detectors, and/or other parts of the fire suppression system originally installed by the developer, and including those parts of the systems which protrude into the airspace of a Unit.	6.2.3(a)
Garages	Exteriors of garages (except for the garage doors, which are the responsibility of the Owner), the stairs and railings for garage entries, and garage floor (cement slab) (except for maintenance of the surface thereof which is Owner's responsibility).	6.1 6.2.4(a)
Hot Water Heaters	Relief valve overflow line.	6.2.13(a)
HVAC	The Mutual shall maintain the HVAC ducts and the A/C condensation lines.	6.2.5(a)
Landscaping	All Common Area landscaping and irrigation and/or sprinkler systems.	6.1
Lighting	Lights and/or lighting fixtures on the private streets and walkways (pagoda lights).	6.1
Mailboxes	Mailboxes and posts.	6.1
Painting	Exterior (including exterior surfaces of all doors except garage door).	6.1 6.2.4(a)
Pest Control	See Policy 12. (Pest control within Common Areas is limited to non-chemical remedies; primarily trapping. MOD's pest control dept is not licensed to use any kind of chemicals and cannot spray or bait for ants, rodents, or any other pest. The Mutual can direct MOD to hire an outside company to complete additional pest control as needed.)	N/A

# Mutual Fifty-Six Policies and Rules

## Table 1 - Mutual Responsibilities

Component	Responsibilities	CC&Rs
Plumbing	Plumbing and drains within Common Area including water lines located outside the boundaries of the Unit, floor flanges, hose bibs, and exterior faucets.	6.1 6.2
Roof System	Roof systems including roof covering materials (tile, shakes, etc.) and the building components to which they are attached (plywood, framing, etc.), gutters and downspouts, and roof drains.	6.1
Sewer Lines	Sewer lines in Common Area.	6.1
Steps and Railings	Steps and railings for front and rear entries.	6.2
Streets, Walks, and Driveways	Private streets, driveways, sidewalks, and walkways in the Common Area.	6.1
Water Supply	From street water main to point water pipes enter the Unit ( <i>normally at a drywall opening</i> ).	6.1
Windows	Window frames, flashing and other waterproofing components.	6.2.8(a)
Wiring - Electrical	All conduits, pipes, plumbing, wires, and other utility installations not contained within any Unit.	6.1
Wood Destroying Pests	Damage caused by the presence of wood-destroying pests or organisms or other pests.	6.7

# Mutual Fifty-Six Policies and Rules

## Table 2 - Owner Responsibilities

Component	Responsibilities	CC&Rs
Appliances	Any equipment, utility facilities, fixtures, cabinetry and appliances located in the Manor. This includes items such as soap or hot water dispensers and any exhaust fan motors. (MOD does not work on hot water dispensers.)	6.3
Architectural/ Landscaping Rules	Maintaining, repairing or replacing any portions of an Owner's Unit and/or any EUCA appurtenant to the Unit is subject to the Governing Documents relating to landscaping and architectural control. See also Policies 1, 7, and 8.	6.3.4
Doors - Exterior	Those portions of an exterior door accessible from inside the Unit, including repairing and painting the interior of the door, hardware (including doorbells), seals, weather stripping, and any other portion of the door assembly accessible from inside the Unit.	6.2.2(b)
Drainage	Except as may be authorized by the Board, Owners shall not make or create any excavation or fill upon the Common Area or change the natural or existing drainage of the Common Area or Exclusive Use Common Area.	3.5 4.26
Dyer Vents	Dryer vents shall be cleaned and maintained in compliance with current industry standards.	6.2.1
Electrical	Light switches, light fixtures, wall plugs and/or wall sockets located on and/or attached to any wall, ceiling and/or floor within the Unit and/or the Unit's Exclusive Use Common Areas. This includes porch lighting fixtures.	6.2.9(b) 6.2.9
Electrical Panels	Unit electrical panel (in garage) are the Mutual's responsibility. However, if the owner is having problems with a circuit, and after resetting breakers, the problem circuit still does not work, call MOD to diagnose.	6.1
Fences/Arbors	Fences and arbors are Mutual's responsibility. However, owners can replace these items at their expense at any time. Any improvement or modification, including fencing, must be approved in writing by the Architectural Control Committee.	6.1 7.1
Finished Surfaces	Walls, floors (including garage floor), and ceiling. (Cracks are a Mutual responsibility if due to settlement; this would be described as a jagged, diagonal crack and larger than hairline. If it is a little larger but straight or along a tape joint seam, it is still cosmetic and the Owner's responsibility.)	6.3

# Mutual Fifty-Six Policies and Rules

## Table 2 - Owner Responsibilities

Component	Responsibilities	CC&Rs
Garage - Door and Opener	Garage door and any system designed to open and/or close the garage door including the garage door hardware (hinges, springs and mountings and mounting track, locks, garage door openers), and the electrical system wiring and controls for the garage door opener.	6.2.4(b)
Hot Water Heaters	Hot water heater and hot water equipment, including the pressure relief overflow valve, but not the overflow line. If the repair to any hot water heater impacts or affects Common Area, the Owner must obtain the written approval of the Architectural Control Committee pursuant to Article 7, before proceeding with repairs or replacement of hot water heaters and hot water equipment. (MOD will attempt to relight the pilot light but will not perform trouble shooting.)	6.2.13(b)
HVAC	Any heating and/or A/C system servicing the Owner's Unit, including the condenser/compressor situated adjacent to the Owner's Unit and any pipe or electrical conduit or wiring passing through the Common Area.	6.2.5 (b)
Patios - Decks and Surfaces	Owner's Patio, including any Patio structures and foundation supports. Any structures are subject to Policy 1.	6.2.6(b)
Patios - Landscaping	Any landscaping in the Patio area including, but not limited to, planting, irrigation, and drainage subject to Rules adopted by the Board. See Policy 7.	6.2.6(b)
Pest Control	Pest control inside manor and in Owner's Exclusive Use Common Areas. (MOD's pest control Dept is not licensed to use any kind of chemicals and cannot spray or bait for ants, rodents, or any other pest. The Mutual can be asked to direct MOD to hire an outside company to complete additional pest control as needed.) See Policy 12.	N/A
Plumbing	Any fixtures e.g., toilets, showers, sinks, tubs, and the waste and freshwater connections to those fixtures including, but not limited to, shower valves, angle stops, toilet wax seals, shower pans, and drains to far side of trap.	6.2.9(c)
Private Gardens	Any landscaping in the Common Area that an Owner has obtained written permission to landscape in accordance with Policy 8 of the Mutual 56 Policies and Rules. Note that no items, including furniture or decorations, may be placed on the Common Area without prior written Board approval and the placement of steppingstones in the Common Area are prohibited.	7.1

# Mutual Fifty-Six Policies and Rules

## Table 2 - Owner Responsibilities

Component	Responsibilities	CC&Rs
Smoke Alarms/ CO2 Detectors	Owner added, i.e., not originally installed by developer.	6.3.1
Water Damage and Mold	Water damage in Owner's Unit or any adjacent Unit or Common Area caused by the failure of any Unit component or mishap by the Owner or any person whose presence is the responsibility of the owner. Report evidence of plumbing leaks, water accumulation, water intrusion and/or mold to the Mutual upon discovery.	6.3.3
Window Systems	Glass, gaskets, casings, and screens of the window systems. Any voluntary replacement of window systems by Owners shall be subject to Article 7 of the CC&Rs (Alterations).	6.2.8(b)
Wiring - Comms	Telephone lines, television cables or wiring, and telecommunications wiring running from the main box in each building to the Owner's Unit, and television service lines running from the main cable/distribution connection in each building to the Owner's Unit that provide Unit service.	6.2.9(d)

# Mutual Fifty-Six Policies and Rules

## **SOLAR ENERGY SYSTEM INSTALLATION CHECKLIST**

Documents required to be part of Alterations Application:

- A. Manufacturer's spec sheet of solar panels (similar to Sun Power X20-250- BLK BC); only non- glare panels will be approved.
- B. Survey of usable solar roof area showing dimensions and placement of installation.
- C. Engineering drawings of proposed installation with placement of panels flush to roof as high as practical to roof ridge.
- D. Dimensioned plans showing location of the following:
  - a. Solar panels
  - b. Routing of electrical/plumbing lines
  - c. Placement of sub-panels within Unit
- E. Detailed engineering drawings showing roof penetrations for the following:
  - d. Electrical/plumbing lines and flashing
  - e. Attachment of panels
  - f. Method of affixing panel brackets and flashing to roof
- E. Proof of that applicant has or will obtain a homeowners' liability insurance policy providing Five Hundred Thousand Dollars (\$500,000) in coverage, which names the Mutual as an additional insured under the policy with a right to notice of cancellation, within fourteen (14) days of approval of the Alteration Application, to be renewed annually
- F. An acknowledgement satisfactory to the Mutual that the contractor or the contractor's registered salesperson installing the Solar Energy System has insurance coverage meeting the following minimums: (i) Worker's Compensation with minimum coverage required by California law; and (ii) Contractor's General Liability (including completed operations) with policy limits of at least One Million Dollars (\$1,000,000). Said acknowledgment must also provide evidence that the Mutual is named as an additional insured under such policies.
- G. Solar installation warranty; minimum 10-year warranty on installation workmanship
- H. For roofs that have an existing warranty, written approval by Mutual's roofing contractor or roofing consultant of roof penetration, or a roof penetration warranty provided by the installer and acceptable to the Board.
- I. Final inspection checklist:
  - a. Visible ancillary components, such as conduits, plumbing and supports painted to match exterior of adjacent structures (unless such painting would void a manufacturer's warranty).
  - b. Solar panels mounted flush with roof surface, with all rooftop installations blending into the roof color as much as possible.
- J. Proof of Notification of owners of condos in the same building
- K. Completed and signed Solar Energy System Installation, Maintenance, and Indemnification Agreement in accordance with Exhibit B of the Policies and Rules.

Exhibit A

Solar Energy System Installation Checklist

# Mutual Fifty-Six Policies and Rules

## **SOLAR ENERGY SYSTEM INSTALLATION, MAINTENANCE, AND INDEMINIFICAITON AGREEMENT**

I/We(name) \_\_\_\_\_, Owner(s) of the condominium unit at (address) \_\_\_\_\_ Walnut Creek, CA 94595 (collectively, the "Undersigned") in consideration of the approval of Mutual Fifty-Six (the "Mutual"), a California nonprofit mutual benefit corporation, of my/our application to allow the installation of a solar energy system in the common area of the building located at \_\_\_\_\_ in Mutual Fifty-Six, I/we acknowledge that I/we have read Walnut Creek Mutual Fifty-Six Policy 26, Solar Energy Rules, understand its contents and agree as follows:

1. The proposed solar energy system shall be installed and maintained in full compliance with Policy 26 and Alteration Application # \_\_\_\_\_ that has been issued by the Mutual for this installation and the Undersigned agree to comply with all terms and conditions set forth in Policy 26 and Alteration Application # \_\_\_\_\_.
2. I/we shall indemnify and hold harmless Mutual Fifty-Six, Golden Rain Foundation of Walnut Creek, and their respective officers, directors, employees, agents, and members, and their respective successors and assigns (hereinafter "Indemnitees") from and against any and all claims, liability, loss, or damage arising from suits, losses, costs, liabilities, interest, attorney's fees, including but not limited to any such fees and expenses incurred in enforcing this Indemnity Agreement (collectively "Damages") resulting from, arising out of or in any connected with the installation, maintenance, operation or removal of the solar energy system described in Alteration Application # \_\_\_\_\_.
3. The planned solar energy system under Alteration Application # \_\_\_\_\_ shall be installed on the common-area roof of the building at \_\_\_\_\_, Walnut Creek, CA 94595, in the manner and location approved by the Mutual, which roof is defined under the Declaration of Covenants, Conditions and Restrictions ("CC&Rs") of Mutual Fifty-Six to be part of the Mutual's Common Area.
4. Should the Undersigned sell the unit, the transferee shall accept in writing the obligations under this agreement or the Undersigned agrees to remove the installation at its own cost and restore the common area to its original condition and in compliance with Policy 26.
5. Should the Undersigned fail to meet its obligation to defend and/or indemnify and save harmless in accordance with this agreement, then in such case Indemnitee shall have full right to defend, pay or settle said claim on their own behalf with or without notice to the Undersigned for all fees, costs and payments made or agreed to be paid to discharge said claim.
6. In the event of enforcement of said maintenance and indemnification obligations as set forth herein, the Undersigned agrees to pay all reasonable attorneys' fees necessary to enforce said maintenance and indemnification obligations.

Owner \_\_\_\_\_

Date \_\_\_\_\_

Exhibit B

Solar Energy System Installation, Maintenance, and Indemnification Agreement

# Mutual Fifty-Six Policies and Rules

## NEIGBOR NOTIFICATION FORM

Name of Applicant:

---

Date of Application: \_\_\_\_\_

The following neighbors have been notified of the pending application:

Name:

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Address:

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Name:

---

Address:

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# Mutual Fifty-Six Policies and Rules

## PRIVATE GARDEN ACKNOWLEDGEMENT

### SECTION I: Owner Agreement to Maintain Private Garden

I have read the Mutual's Private Garden Policy and agree to maintain my installation as defined in the policy and this Agreement.

I agree to restore the garden in accordance with the Mutual's requirements at my expense in the event I am unable or unwilling to maintain the garden as required.

In the event my Manor is transferred or sold, I agree to obtain a new Private Garden Maintenance Agreement signed by the new Owner or to restore the Private Garden as required by the Mutual.

Owner \_\_\_\_\_ Date \_\_\_\_\_

### SECTION II: Maintenance Requirements

The Private Garden installation described in the associated Alteration Agreement is acceptable subject to the following conditions:

MOD Landscape  
Maintenance Department: \_\_\_\_\_ Date: \_\_\_\_\_

**Mutual Fifty-Six Policies and Rules**  
**ENERGY STORAGE SYSTEM**  
**INSTALLATION, MAINTENANCE, AND INDEMNIFICATION AGREEMENT**

I/We (name(s)) \_\_\_\_\_  
Owner(s) of the condominium unit at (address) \_\_\_\_\_  
Walnut Creek, CA 94595 (collectively, the "Owner") in consideration of the approval of  
Walnut Creek Mutual No. Fifty-Six (the "Mutual"), a California nonprofit mutual benefit  
corporation, of my/our application to allow the installation of an energy storage system  
to be located at \_\_\_\_\_

In the Mutual, I/we acknowledge that I/we have read the Mutual's Policy 23, understand  
its contents and agree as follows:

1. The proposed energy storage system shall be installed and maintained  
in full compliance with Policy 23 and Alteration Application # \_\_ that has been issued  
by the Mutual for the installation of the energy storage system and the Owner agrees  
to comply with all terms and conditions set forth in Policy 23 and Alteration  
Application # \_\_\_\_\_.

2. Owner agrees to indemnify and hold harmless the Mutual, Golden  
Rain Foundation of Walnut Creek, and their respective officers, directors,  
employees, agents, and members, and their respective successors and assigns  
(hereinafter, "Indemnitees") from and against any and all claims, liability, loss, or  
damage arising from suits, losses, costs, liabilities, interest, and attorneys' fees,  
including, but not limited to, any such fees and expenses (collectively, "Damages")  
incurred in enforcing this Maintenance and Indemnity Agreement (hereinafter,  
"Agreement") resulting from, arising out of or in any way connected with the  
installation, maintenance, operation or removal of the energy storage system  
described in Alteration Application # \_\_\_\_\_.

3. Should the Owner sell the Unit, the transferee shall accept, in writing,  
the obligations under this Agreement. Alternatively, the Owner shall remove the  
energy storage system at their own cost and restore the area to its original condition  
prior to the close of escrow.

4. Should the Owner fail to meet their obligation to defend and/or  
indemnify and hold harmless in accordance with this Agreement, the Mutual shall  
have full right to defend or settle said claim on their own behalf with or without notice  
to the Owner for all fees, costs and payments made or agreed to be paid to  
discharge said claim.

5. The Mutual shall be entitled to recover from Owner all costs, including attorneys' fees, necessary to enforce the provisions of this Agreement. In the event of any litigation, arbitration or other legal proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs expended as a result.

Owner \_\_\_\_\_ Date \_\_\_\_\_