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**RECORDING REQUESTED BY,  
AND WHEN RECORDED, MAIL TO:**

CONTRA COSTA Co Recorder Office  
KRISTIN B. CONNELLY, Clerk-Recorder



**DOC - 2024-0040627**

Wednesday, May 1, 2024 08:00:17

SB2 Fee: \$75.00

**FONG & FONG, APC**

**Total Paid: \$107.00**

**Receipt#: 202400039046**

**Attn. Richard Fong, Jr.**

0000 - Public

210 / WINDOW3 / 1-6

**2161 Harbor Bay Parkway**

**Alameda, CA 94502**

**(Space Above for Recorder's Use**

**FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
WALNUT CREEK MUNTUAL NO. SIXTY-ONE**

**FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF  
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By virtue of the recordation of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Walnut Creek Mutual No. Sixty-One on September 11, 2019 recorded as Instrument No. 2019-0149551-00 in the records of the Recorder of Contra Costa County (Hereafter "Declaration"), certain easements, rights, liens, charges, covenants, restrictions, limitations, conditions and uses were specifically made to run with the land and be binding upon the past, present and future owners of the lots situated on the parcels of real property described below and upon the heirs, successors and assigns of such owners. The property subject to the Declaration, located in the City of Walnut Creek, County of Contra Costa, State of California is more particularly described as follows:

Lots 1 through 63, inclusive, and Parcels A through Q, inclusive, as shown on the map of Subdivision 8054, filed for record on May 5, 1998, in Book 399 of Maps at page 36 et seq., in the Official Records of the County of Contra Costa , State of California.

By vote of the membership, the results of which were entered into the corporate minutes by the Board of Directors of the Walnut Creek Mutual No. Sixty-One at a duly convened meeting of the Board of Directors, and because certain Sections are contrary to the provisions of the California Civil Code, the Declaration is amended by amending Sections 1.19, 2.3, 2.9, 2.10, 3.2(c), 4.22, 5.3, 7.10, 7.11, 9.52, 10.2.3 and 10.2.3 to state and/or read as follows:

1.19 Landscape Maintenance Area. "Landscape Maintenance Area" shall mean the Street facing unenclosed portions of each Lot and also the side portions of the Lots between two Residences. Each Landscape Maintenance Area includes all landscaping within the Landscape Maintenance Area; the landscape irrigation systems and components for the Landscape Maintenance Area, including wiring, automatic valves, controllers and timers wherever located;

and the Cobblestones and underground drainage located in the Landscapc Maintenance Area.

2.3 Voting. Only Members shall be entitled to vote, and only one vote shall be cast for each Lot, as more particularly described in the Bylaws.

2.9 Acquisition of Property. The Board, acting on behalf of the Mutual, shall have the power to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, and maintain real or personal property in connection with the affairs of the Mutual; provided, however, that in any fiscal year acquisitions by purchase of items not included in the reserve budget shall not exceed twenty percent (20%) of the budgeted gross expense of the Mutual for that fiscal year, except upon the approval of at least a Majority of a Quorum of the Mutual. The foregoing Member approval requirement shall not apply to the acquisition of a Lot by the Mutual via foreclosure.

2.10 Capital Improvements. The Board of Directors shall have the power and authority to provide for the construction, installation, or acquisition of Capital Improvements upon the Common Area, provided that in any fiscal year expenditures for Capital Improvements shall not exceed twenty percent (20%) of the budgeted gross expenses of the Mutual for that fiscal year, except upon the approval of a at least a Majority of a Quorum of the Mutual.

3.2(c) Deleted.

4.23 Garages. Each Owner and Resident shall keep his or her garage in a sanitary and safe condition. Each garage door shall remain closed except as necessary to permit entry and exit of vehicles or to provide ventilation for individuals working in the garage area. Garages are to serve as the primary parking facility. No part of any garage may be used for commercial purposes.

5.23 No Subletting or Short-Term Rentals; Roommates. At line 4, delete the words "three (3) months" and replace with the words "30-days".

7.10 Commencement. At line 3, delete the words ""and completion of all work".

7.11 Completion. Add the following final sentence: “However, prior to proceeding to Section 7.12, the Owner shall have the right to request and the Board shall grant a reasonable extension to complete the approved work.”

9.5.2 Imposition of Sanctions. At line 7, delete the words “voting rights or an Owner’s”.

10.2.3 Dollar Limit. The dollar amount of the Mutual’s Property Insurance policy shall be the best and highest amounts available, i.e., full insurable replacement value, taking into consideration availability and affordability of the premium. If coverage is less than the full insurable replacement value of the covered property described in Section 10.2.1 is not available, is not cost effective or if the premium is cost prohibitive, the Mutual shall obtain coverage for the highest percentage of insurable replacement value that is available for a premium that is not cost prohibitive or that is cost effective and is economically feasible. When considering economic feasibility, the Board will consider all available factors, including, but not limited to:

(a) A risk analysis/risk assessment obtained from a qualified risk manager or a qualified insurance broker including an analysis of possible maximum loss scenarios.

(b) Undertaking inspections and implementing actions to mitigate casualty risks, e.g., clearing brush/trees and establishing fire breaks at building perimeters, and the at the surrounding undeveloped hillsides.

(c) Evaluating cost effectiveness at different percentages of coverage.

(d) Such other financial factors and risk mitigations actions that a reasonable Board of Directors would consider under the same or similar circumstances.

**CERTIFICATION OF MEMBER APPROVAL OF THE FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WALNUT CREEK MUTUAL NO. SIXTY-ONE**


After due and proper notice to all of the Mutual’s members in accordance with the requirements of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. Sixty-One, this First Amendment has been approved by

the secret written ballot vote of more than a majority of the total voting power of Walnut Creek Mutual No. Sixty-One. The results of the such vote of the membership were entered into the corporate minutes by the Board of Directors at a duly convened meeting of the Board of Directors.

The undersigned certifies and declares under penalty of perjury that the matters set forth in the foregoing amendment, including this Certification of Approval, are true and correct of my own knowledge and that this First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. Sixty-One was executed on April 19, 2024, in Walnut Creek, California.

Walnut Creek Mutual No. Sixty-One

By   
President



Print Name

## ACKNOWLEDGMENT

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

State of California

County of Contra Costa

On 4-19-2024

before me,

Karen Kruth, Notary Public  
(insert name and title of the officer)

personally appeared Robert S. Lasala

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Karen Kruth (Seal)

