

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

Walnut Creek Mutual No. Twenty-Eight
c/o HUGHES GILL COCHRANE TINETTI, P.C.
Attn: Hanh T. Pham, Esq.
1350 Treat Boulevard, Suite 550
Walnut Creek, California 94597

copy/duplicate has not been
compared to original document

12/27/2024,2024-0137915

(Space Above for Recorder's Use)

**FIRST AMENDMENT TO SECOND AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
WALNUT CREEK MUTUAL NO. TWENTY-EIGHT**

This First Amendment to Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. Twenty-Eight ("First Amendment"), is made on the date hereinafter set forth by Walnut Creek Mutual No. Twenty-Eight, a California nonprofit mutual benefit corporation (the "Mutual").

RECITALS

A. WHEREAS, a document entitled "Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. Twenty-Eight," was recorded on January 10, 2022, as Document No. 2020-0004767, in the Official Records of Contra Costa County, California (collectively, "Declaration"). All capitalized terms that are not defined in this First Amendment shall have the meanings set forth in the Declaration.

B. WHEREAS, the Declaration establishes certain limitations, easements, covenants, restrictions, conditions, liens, and charges which run with and are binding upon all parties having or acquiring any right, title or interest in those certain parcels of real property located in the City of Walnut Creek, Contra Costa County, State of California and described as follows:

Lot 1, as shown upon the "Map of Subdivision 4129, City of Walnut Creek, Contra Costa County, California," filed for record on June 10, 1971, in Book 137 of Maps, Pages 50, 51 and 52, excepting therefrom all that certain area designated Ptarmigan Drive and Terra Granada Drive, as shown on said Map of Subdivision 4129, in the Office of the County Recorder of Contra Costa County, State of California.

C. WHEREAS, all of the real property described herein, including all improvements thereon, constitute a "condominium project" within the meaning of California *Civil Code* section 4125.

D. WHEREAS, the Mutual desires to amend the Declaration as set forth below.

E. WHEREAS, pursuant to Section 12.1 of the Declaration, the Declaration may be amended with the approval of at least a majority of a quorum of the Members.

F. WHEREAS, all approvals required to amend the Declaration have been obtained.

NOW, THEREFORE, the Mutual amends the Declaration as set forth in this First Amendment.

1. Section 10.2.3 (Dollar Limit) of the Declaration shall be deleted in its entirety and replaced with the following language:

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

- (a) The risk analysis/risk assessment obtained from a qualified risk manager or insurance broker who is using industry standards to evaluate cost and availability of insurance products for similarly situated communities;
- (b) The market availability of coverage;
- (c) The possibility of various maximum-loss scenarios laid out by the qualified risk manager or insurance broker or third party consultant used by the Foundation;
- (d) The overall cost effectiveness of available coverage;
- (e) The difference in cost between different percentages of coverage;
- (f) The relative risks of experiencing different percentages of loss, such as the risk of 50% loss vs. a 100% loss;
- (g) Actual or anticipated increases in other required Association expenses; and
- (h) Such other financial and economic factors that a reasonable Board would consider under the circumstances.

2. Sections 10.2.4 (Primary) shall replace the reference to "Section 10.6" with "Section 10.5."

3. Section 10.3 (FNMA, FHLMC and FHA Requirements) of the Declaration shall be deleted in its entirety.

4. Former Section 10.5 (Board's Insurance Authority) of the Declaration shall be renumbered Section 10.4 and shall delete the following language: "and as required in Section 10.3."

5. The first sentence of Section 10.6 (Members' Individual Insurance Requirements) of the Declaration shall be deleted and replaced with the following language:

Each Owner, at that Owner's sole cost and expense, shall obtain and maintain a "special causes of loss" policy in an amount equal to or greater than the total replacement value of the Unit interior to the extent not covered by the Mutual's blanket property policy (described above), including, if applicable, upgrades to the Unit as originally constructed and the personal property contained therein (commonly known as a "HO-6" policy). The policy shall provide liability coverage in such amounts and for such acts or omissions as are normally and customarily included in homeowners property insurance coverage of the types required herein. Each Owner shall also consider maintaining a policy which includes the following coverage: dwelling, contents, loss assessment, and loss of use. However, no Owner shall be entitled to maintain insurance coverage in a manner so as to decrease the amount which the Mutual, on behalf of all Owners and their Mortgagees, may realize under any insurance policy which the Mutual may have in effect at any time. The Board may require any Owner, and may periodically require all Owners, to provide a certificate from the Owner's insurer certifying that the required insurance under this Section 10.6 has been procured and is in full force and effect; provided, however, that neither the Mutual nor the Board shall be responsible for procuring insurance on an Owner's behalf or verifying that Owners are maintaining the required insurance.

6. Former Section 10.7 (Insurance by Tenant) of the Declaration shall be renumbered Section 10.6 and shall replace the reference to "Section 10.7" with "Section 10.6."

In all other respects, the provisions of the Declaration are deemed to remain in full force and effect except as herein modified.

IN WITNESS WHEREOF, the undersigned duly authorized officers of Walnut Creek Mutual No. Twenty-Eight hereby certify that this First Amendment has been approved by at least a majority of the Members pursuant to Section 12.1 of the Declaration.

WALNUT CREEK MUTUAL
NO. TWENTY-EIGHT

Dated: 12/18, 2024

By: Susan Hildreth
Susan Hildreth, President

Dated: 12/18, 2024

By: Isabelle Chen
Isabelle Chen, Secretary

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF Contra Costa

On 12/18/24, before me, Karen Kruth, Notary Public, personally appeared, Susan Hildreth, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Karen Kruth (Seal)



ACKNOWLEDGMENT

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

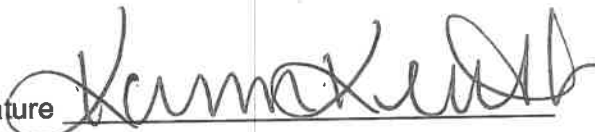
State of California
County of Contra Costa,

On 12/18/24 before me, Karen Kruth, Notary Public
(insert name and title of the officer)

personally appeared Isabelle Chen
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  (Seal)

