

## **NOTICE**

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

**WALNUT CREEK MUTUAL NO. TWENTY-EIGHT  
POLICY MANUAL**

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## **PREFACE**

This Policy Manual contains the rules, regulations and policies (collectively, "Rules") adopted by the Board of Directors of Walnut Creek Mutual No. Twenty-Eight ("Mutual" or "M28") for the operation and governance of the Walnut Creek Mutual No. Twenty-Eight condominium project. These Rules are not all-inclusive and are intended to supplement the Mutual's Amended Articles of Incorporation, Second Amended and Restated Bylaws ("Bylaws") and/or Second Amended and Restated Declaration of Covenants, Conditions and Restrictions ("CC&Rs") (collectively, "Governing Documents"). In the event of a conflict between these Rules and any of the Governing Documents, the latter shall take precedence and control.

Changes to the policies are made and voted on by the Board of Directors at a regular Board meeting. Prior to the meeting, at least a 28-day notice must be given to the membership, including a copy of the proposed changes.

## **MEMBERSHIP**

Each Owner shall keep his or her contact information and names of Co-occupants (defined below) current by notifying the Member Services Department of changes. Upon the death or dissolution of an Owner, the Co-occupant shall notify the Mutual within thirty (30) days and shall register their contact information with the Member Services Department at the time of notification. The Co-occupants shall have six (6) months to record a deed with their names on title with the Contra Costa County Recorder's Office or vacate the Unit, unless the Board grants an extension.

## **DEFINITIONS**

Capitalized terms that are not otherwise defined in these Rules can be found in the CC&Rs.

Alteration: Any improvement or change made by or on behalf of an Owner to any component located within the Development, whether inside or outside the Owner's Unit, which requires approval under Article 7 of the CC&Rs or these Rules. Alterations are approved by the MOD, as defined below, under delegated authority by the Board.

Co-occupant: "Co-occupant" shall mean (a) a person residing with the Owner prior to death, hospitalization or other prolonged absence and the person was forty-five (45) years or older; or (b) was a spouse or cohabitant of the Owner; or (c) is a person providing primary physical or economic support to the Owner.

Mutual Operations Division (MOD): The property management of Golden Rain Foundation of Walnut Creek ("Foundation" or "GRF"). MOD is the Mutual's managing agent.

Property Manager (PM): The position of Property Manager is filled by MOD.

Exclusive Use Common Area. The carport or enclosed patio.

## **ALTERATIONS/ARCHITECTURAL RULES**

### **1. ALTERATIONS TO MUTUAL COMMON AREAS INCLUDING THE EXTERIOR OF A UNIT, AND WITHIN A UNIT, AND OTHER STRUCTURAL CHANGES**

Without submitting an alteration application and obtaining the approval of the Board, no Owner may make any alteration to: (a) the Common Area or a Common Area component (i.e., solar energy system on the roof or electric vehicle charging station in the Common Area); (b) an Exclusive Use Common Area or an Exclusive Use Common Area component if it is maintained by the Mutual; or (c) the interior of a Unit that affects the structural integrity or common systems such as plumbing or electrical systems.

All costs for Owner alterations are the Owner's responsibility, including any repair or reconstruction costs to the Unit, Common Area or Exclusive Use Common Area that arise because of the alteration. Owners are responsible for the maintenance costs to the Mutual resulting from the alteration and for the repairs and replacement costs of the alteration itself going forward. If the alteration interferes with the Mutual's ability to maintain Mutual property, the Owner will be responsible for all maintenance, repair and replacement of the affected Mutual property, without any offset for the standard maintenance that will no longer be performed by the Mutual for that Unit.

### **2. ALTERATIONS TO A UNIT**

No alterations, including decorations, shall be affixed to the Common Area such as exterior walls or fences. If an Owner has affixed an item to Common Area, the Owner shall be responsible for repairing damage to the Common Area and restoring it to its original condition. Cosmetic alterations to the interior of a Unit such as carpet, paint, wallpaper, toilets and other non-electrical fixtures generally do not require the Board's approval. Residents are advised to check with MOD to determine if an alteration is cosmetic. Interior alterations that affect the structural integrity or safety of the building, such as plumbing alterations or hard-wired appliances (including water heaters, air conditioning units, and heat pumps), require the approval of the Board. Even if such changes do not require Board approval, they may require a City of Walnut Creek permit. It would be prudent for Owners to consult with MOD before proceeding with any interior changes. The Mutual is not responsible for maintenance, replacement or repair of interior alterations.

Alterations that require Board approval include:

- Balcony shades and awnings
- Doors
- Electrical rewiring, including fixtures that require electrical wiring
- Exterior door replacement with different color/finish
- Fence installation or replacement
- Hose bibs

Any proposed removal of the popcorn ceiling requires the submittal of an application to the Board and a Rossmoor permit.

### House Numbering and Names

The addresses for the Manor shall consist of the white numerals on a dark brown background which are manufactured and mounted by MOD. The individual unit numbers (1 through 4) shall consist of a single numeral, in a color contrasting with the paint on the porch post nearest the mailbox.

The nameplate shall consist of white lettering on a dark brown background, 2" high and will be installed in the proper location by MOD employees or by MOD's designated installer.

### Wind Chimes

Wind chimes are permitted provided that they do not cause unreasonable noise or a nuisance to immediate neighbors. Ask neighbors before installing.

## **SATELLITE DISHES AND TV ANTENNAS**

For the purposes of these guidelines, 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. Owners who want to install an antenna on their Patios must submit an alteration application providing at least thirty (30) days' notice prior to installation and obtain approval of the Mutual. Applications for any other Common Area location will be denied. Antennas and satellite dishes 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 Patio railings. No antenna or satellite dish may extend outside the airspace encompassed within a Patio. Additional reasonable installation requirements may be imposed by the Mutual as part of the application approval process.

Owners must accept financial responsibility for maintenance, repair and replacement costs of roofs or other building components affected by the installation within their Patios. 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. Antennas must be installed in a safe manner, not endangering other residents nor Common Area components. If visible from a street or Common Area, the antenna must be painted to blend into the surrounding area.

## **SOLAR ENERGY SYSTEMS**

These are permitted, providing they can be installed on the existing building roofs and without major modifications and comply with the Solar Energy Policy attached hereto as Appendix I. Please contact MOD for information on available options.

## **WALKWAYS**

An Owner who wants to put a walkway in the Common Area must submit an alteration application and obtain Board approval. The Owner must include input from Owners of neighboring Units with the Alteration Request.

## **SMOKE DETECTORS**

Smoke detectors are already installed in M28 Units. If the Owners desire more detectors, they may install and maintain them at their own expense. The units installed by the Mutual, however, must remain in place.

## **ALTERATION APPROVAL PROCEDURES:**

1. Owners desiring to make alterations shall comply with the following procedures:

- Obtain the standard Alteration Package from MOD;
- Submit plans and specifications (as applicable) to MOD;
- Execute (fill out) and submit the Alteration Agreement;
- Submit neighboring Owner input/statements (if applicable);
- All documents will be reviewed by MOD personnel, and may be passed to the M28 Board or a representative for review and approval;
- If the Alteration Request is denied, the Owner has the right to request reconsideration by the M28 Board in an open Board meeting, as provided in Civil Code section 4765(a)(5);
- If the alteration requires a building permit from the City of Walnut Creek Building Department, the Owner or the Owner's representative is responsible for obtaining the permit and paying any fees to the City.

2. Board Decisions to Be Made in Good Faith

The Owner may present the M28 Board with additional information relevant to his or her Alteration Request. The M28 Board's decisions shall be made in good faith and shall not be unreasonable, arbitrary, or capricious. It is recognized and intended that the M28 Board will employ subjective criteria and judgments in its review of and determination concerning Alteration Requests, plans and proposals submitted to it. The M28 Board shall make its decisions from the perspective of the interest of the M28 Development as a whole in the fostering of the coherence, value, attractiveness and aesthetic compatibility of all architectural designs and features in the Development, after consideration of such factors the M28 Board reasonably determines to be relevant and after reasonable investigation consistent with the scope and circumstances of the Alteration Request submitted to the M28 Board. The M28 Board shall grant the requested approval only if:

- The Owner has submitted a complete Alteration Request;
- The M28 Board finds that the Alteration Request, plans and specifications conform to the CC&Rs and to the Rules in effect at the time such request was submitted to the Board; and
- The M28 Board finds that the proposed alteration will, if approved, be consistent and compatible with the architectural and aesthetic standards prevailing within the

M28 Development and will be in harmony with the external design and appearance of other existing structures and improvements within the Development, and as to location with respect to topography and finished grade elevations; and

- The M28 Board determines that the proposed work would be consistent with the standards of the M28 Development and the purposes of the CC&Rs as to quality of workmanship and materials.

### 3. M28 Board Decisions Shall Be In Writing

All approvals and rejections of Alteration Requests shall be in writing and shall be issued by the M28 Board within sixty (60) days from the date of submission of a complete Alteration Request to the Board. If a request is rejected, the decision shall include an explanation of the M28 Board's decision.

### 4. Reconsideration by the Board

If the M28 Board rejects an Alteration Request, the Owner shall be entitled to reconsideration of the request by the Board of Directors at an open meeting of the Board.

### 5. Commencement of Alteration

Upon receipt of written approval of the Alteration Request, the Owner shall, as soon as practicable, satisfy all conditions of the approval, and diligently proceed with the commencement and completion of all approved work. Commencement of the approved work shall occur, in all cases, within ninety (90) days from the date of such approval.

### 6. Completion of Alteration

The Owner shall, in any event, complete all approved work within six (6) months after commencement thereof, except that the date for completion may be extended as long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the Owner or his or her agents. See also Work Site Rules on page 7.

## **LANDSCAPING**

Landscaping and irrigation systems within the Common Area shall be maintained, repaired and replaced by the Mutual. No Owner may install or change the landscaping within the Common Areas. Owners may submit requests for landscaping changes within the Common Area to the Landscape Committee, which has discretion to accept or to reject such requested changes. Except for planters adjacent to the Unit's front door, no planters, pots, decorations, personal gardens, or furniture are allowed within the Common Area. Potted plants and garden ornaments in landscaped areas interfere with access for landscape contractors and are not permitted. Owners are responsible for plants within their enclosed Patios. Any landscaping must be entirely contained within the Patio, must be kept away from the exterior of the building, and shall not exceed the height of the gutters. Nothing should be attached to the exterior of the building or the Patio fence. Individual irrigation systems within the Patios are not allowed. Owners shall be financially responsible for repairing and restoring any Common Area or Mutual property damaged by a decoration or attachment.

## **ALTERATIONS THAT HAVE NOT BEEN APPROVED**

If an alteration is discovered that has not been approved as required by the CC&Rs and the Rules, the Owner has the option of:

- Removing the alteration and returning the area to its original configuration [to the Mutual's satisfaction], including any upgrades necessary to meet the City of Walnut Creek's building code. In the event an unapproved alteration is discovered, the Owner is responsible for all costs associated with the removal and restoration.
- Submitting an alteration application to the M28 Board (see Alteration Approval Procedures above). The Owner is responsible for all costs associated with getting the alteration approved.

The Board will establish a reasonable time limit for the Owner to complete this effort.

If the Owner does not comply, the Board will hold a hearing in accordance with the procedures set forth in the Amended Bylaws and may, at its discretion, employ a contractor to complete one or the other of the foregoing options at the Owner's expense.



## **WORK SITE RULES**

The following rules apply to residents, contractors and other service providers employed by residents. Contractors should be made aware of these rules by residents before they submit an estimate for a job. Any exceptions to these rules require the authorization of a mutual director:

- Normal work hours are 8:00 a.m. to 4:30 p.m., Monday through Friday (except holidays). Operating noisy equipment or doing other work that disturbs neighbors outside these hours is not permitted. Please note that this includes carpet-cleaning trucks.
- Building utilities may not be interrupted without permission from a Mutual director, MOD or the utility provider, with at least 24 hours posted notice to affected residents except in the case of emergency.
- Walkways and stairways must be kept clear.
- All job debris must be removed daily and the Common Areas swept clean. Do not discard any waste in the Mutual's trash containers.
- All vehicles must be parked in marked parking areas; do not block any parking spaces or driveways. If parking is limited or if the contractors have several vehicles, they must unload and park vehicles on the street. Under no condition may contractors park all day in a Guest Parking spot.
- Neither put nor store materials in Common Area or parking spaces.
- Protect landscaping and paint finishes from all work activities; report any damage to a mutual director.
- Do not operate radios, etc., so they can be heard outside a Manor.

## **BUSINESS/COMMERCIAL ACTIVITIES**

No business or commercial activities may be conducted by Owners, Residents or visitors in the Common Area.

It is the Owner's responsibility to ensure that any business or commercial activities comply with applicable zoning laws or governmental regulations and, if required, proper permits, licenses, or other governmental authorization should be obtained.

Any excessive trash resulting from business or commercial activities must be disposed of at the Owner's or Resident's expense.

Use of Units to conduct business or commercial activities is also governed by CC&Rs Section 4.4.

## **COMMITTEES**

### **STANDING COMMITTEES:**

As provided in the Bylaws (Article 10), the Board appoints committee members, the following are the Mutual's Standing Committees:

- Landscape
- Social

### **NOMINATING COMMITTEE:**

As provided in the Bylaws (Article 10) and the Mutual's Voting and Election Rules (contained therein), the Board may appoint a Nominating Committee to nominate candidates for election to the Board of Directors.

### **SPECIAL COMMITTEES:**

Other special and ad hoc committees will be appointed by the Board in its discretion.

## **INSURANCE**

Owners shall repair and/or replace all personal property damaged by water leaks or water infiltration regardless of the source because the Owners are responsible for maintaining insurance covering such personal property pursuant to Section 10.6 of the CC&Rs. Owners are responsible for insuring their personal property against loss of use, liability, worker's compensation, etc. Each Owner is encouraged to consult with an insurance professional regarding appropriate insurance coverage. Damage to or destruction of the contents of the Unit from a property or casualty loss is the sole responsibility of the Owner. In the event that the need for maintenance or repair that would otherwise be the Mutual's responsibility hereunder is caused through the willful or negligent acts of Owner, Owner's family, guests, tenants or invitees, and is not covered or paid for by Mutual insurance policies or any liability insurance maintained by the responsible Owner, the cost of such maintenance or repairs shall be subject to recovery by the Mutual through the imposition of a Reimbursement Assessment against the offending Owner.

## **LEASING**

No more than twenty-five percent (25%) of the Units (21 Units) in the Mutual may be rented or leased at the same time. Requests to rent or lease must be approved by the Board of Directors to assure this maximum is not exceeded.

### **PROCEDURE FOR PROCESSING LEASES:**

Requests for permission to rent and other information concerning rental requirements are available at the GRF Administration Office at Gateway. Owners must obtain written approval from the M28 Board before executing a Rental or Lease Agreement. Approval may be requested by submitting a Request to Lease form to the GRF Member Services Department.

If the lease request is approved, the Owner must submit the Lease Agreement and the approved Request to Lease form to the Member Services Department for approval by the Mutual.

A copy of GRF's Resident Regulations, M28's policies, and the Governing Documents will be given to the lessee [for a fee], who will sign for their receipt.

## **SHORT-TERM LEASING**

No Owner may lease all or part of a Unit for less than six (6) months or for any transient or hotel purposes (Airbnb, VRBO, etc.).

## **CONTACT INFORMATION**

Every Owner of a Unit shall keep his/her contact information current by notifying the Member Services Department of changes.

## **UNAUTHORIZED RENTALS OR LEASES**

Unauthorized rentals or leases may subject the Owner to fines. See Fine Schedule on page 11.

## **PETS**

The keeping of pets in the Mutual is also regulated by Section 4.15 of the CC&Rs entitled "Animals and Pets."

Unless prohibited by the Board, each owner may keep no more than two (2) household pets and an unlimited number of fish or marine life in an aquarium or an unlimited number of caged birds, provided that they are not kept, bred or maintained for any commercial purposes, and that they are kept under reasonable control at all times. Keeping and controlling pet animals is expressly subject to any controls or prohibitions that may be adopted by the Board.

When animals are in the Common Area, they must be on a leash at all times held by a responsible person capable of controlling it. The owner of the pet is responsible for removing and disposing of the pet waste.

Cats are not to be outside of the Manor or enclosure at any time.

No pets may be kept in the Mutual that become a nuisance. Pets that are determined by the Board to be noisy or threatening are subject to removal from the Mutual.

## **HEARINGS**

Hearings, including notice requirements, are also addressed in Civil Code section 5855(a) and Section 7.1.4 of the Bylaws.

### **Conduct of The Hearings**

All hearings by the Board will be informal, and will be presided over by the President or the Vice President, who will:

- Read the charges against the member;
- Require that the charges be verified by the testimony of one or more of the persons making them;
- Hear any other witnesses against the member;
- Allow the member to make a statement in his or her own behalf;
- Allow the member to call witnesses in his or her own behalf; and
- Allow the directors present, when and as recognized by the chair, to question the witnesses.

If the member fails to appear at a noticed hearing, the Board may conduct its deliberations and make its decision based on the information available to the Board.

## **FINES AND ENFORCEMENT**

Article 9, Subsection 9.5.2 of the CC&Rs covers the Imposition of Sanctions.

When any violation is observed or reported and then confirmed, the following procedure will be followed:

1. If the Board, in its own discretion, determines that the violation warrants immediate action or if the responsible Owner does not correct the violation within the time allowed, then a letter stating the Board's intent to conduct a hearing and to impose a fine and/or Reimbursement Assessment, including the amount of the fine and/or Reimbursement Assessment, will be sent to the Owner. The Board shall notify the Owner at least ten (10) days prior to the hearing and shall include the date, time and place of the hearing, the nature of the alleged violation for which discipline is being considered, a description of the type of sanctions which will be considered and a statement that the Owner may attend and has a right to address the Board at the hearing.

2. The Board will conduct the hearing in executive session, and the Owner shall be entitled to attend the executive session. Owner shall be permitted to speak to the Board at the hearing. Other witnesses having relevant information may also speak at the hearing. If the Owner fails to appear at the hearing, the hearing may proceed and a final decision may be reached by the Board based on any testimony and/or documents presented.

"Meet and Confer" Procedure: At the written request of an Owner, the Board or a representative of the Board shall meet informally with the Owner to discuss any dispute regarding an alleged violation of the Governing Documents. This process of informal dispute resolution shall be conducted in accordance with California Civil Code section 5910 or any policy of Internal Dispute Resolution ("IDR") adopted by the Board which is not inconsistent with California Civil Code section 5910. This "Meet and Confer" or IDR process may, at the discretion of the Board, be conducted concurrently with the disciplinary hearing described above or as a separate event.

3. If the Board imposes discipline on the Owner, the Board shall provide a written notification of the disciplinary action by either personal delivery or first-class mail to the Owner within fifteen (15) days following the Board's decision.

4. Failure of the responsible Owner to appear before the Board without reasonable excuse shall not deprive the Board of being able to act on the violation.

When any fine is three (3) months past due, the Mutual will seek legal action. This may include an action in Small Claims Court. All court fees will be charged to the responsible member.

If judgment is awarded through Small Claims Court, the Mutual may refer the matter to a collection agency. Any collection fees will be charged to the responsible member.

## **FINE SCHEDULE**

Fines may be levied by the Board for failure of an Owner to comply with the Mutual's Governing Documents.

It is the general intent of the Mutual that any and all fines and/or other penalties imposed on Owners be reasonable in relation to the particular offense, yet sufficient to act as a deterrent. It is reasonable for the severity of the penalty and/or the amount of the fine to increase for repeat offenses by the same Owner (or Tenant). All fines or other discipline shall be in addition to any costs, attorney's fees and/or other expenses that the Mutual is otherwise entitled to recover from the Owner as a result of the Owner's (or tenant's or guest's) violation/actions. However, the Board may, in its discretion, waive and/or suspend the imposition of any fine, penalty, recoverable costs, attorney's fees, or other expenses as the Board determines is appropriate.

**It is every Owner's responsibility to be aware of the Mutual's CC&Rs, Bylaws and Policies.**

First offense	\$100
Second offense, after hearing	\$200
Third offense	\$300
Subsequent offenses, same violation	\$400
Continuing and ongoing violations	\$ 50 per day until corrected

For violations of the rental restrictions, the fine shall be the amount of the rent charged or \$500 per day, whichever is greater.

If fines remain unpaid, the Mutual may collect the fines by filing a small claims or superior court action against the Owner and reporting the delinquent account to a collection company.

If a Reimbursement Assessment remains unpaid, a lien may be placed against the Owner's Unit, enforceable by the sale of the Unit.

## **MAINTENANCE POLICIES**

Certain repair and maintenance activities are the responsibility of the Mutual and others are the responsibility of the Unit Owner. A portion of the monthly fees collected pays for maintenance of the Common Area [e.g., landscaping and the exterior of buildings], which is, generally, the responsibility of the Mutual. The maintenance and repair of the interior of a Unit and the Exclusive Use Common Area (i.e., your yard or patio) associated with a Unit is typically the responsibility of the Unit Owner.

The CC&Rs provide that the responsibility for Maintenance, Repair and Replacement of Units and Exclusive Use Common Area shall be set forth in Maintenance Policies adopted by the Board from time to time. Appendix H identifies whether the Mutual, or the Unit Owner is

responsible for the maintenance or repair of particular components. Unit and Exclusive Use Common Area components not listed on Appendix H shall be the responsibility of the Owner.

Residents should contact MOD directly for any problems involving maintenance, repair or replacement of components. If the problem is the Mutual's responsibility, it will be handled by MOD. If it is the Owner's responsibility, MOD will so advise the Owner. If there is a question about the division of responsibility, MOD will contact the Board to render a ruling.

### AUTO REPAIR

No motor vehicle shall be repaired or rebuilt within the Mutual.

### BIRD SEED FEEDERS; BIRD BATHS

Bird seed feeders are permitted but with the following strict regulations:

- The feeders must not be accessible to rodents in any fashion.
- The feeders must be placed over a bare area.
- The feeders must not be placed over a deck with spaces between the planking.
- The feeders must not be kept constantly full.
- All feeding supplies must be stored inside of your Manor or carport storage cabinet, and not in an outside cupboard.

Bird baths are allowed with the following strict regulations:

- Flush and re-fill the bath every day.
- Use a brush to remove the algae from the bottom once a week.

### DOOR-TO-DOOR SOLICITATIONS

Any sort of campaign(s) or other forms of resident canvassing and solicitation are prohibited, except for campaigns on: (1) common interest development living, (2) elections, (3) legislation, (4) election to public office, (5) the initiative, referendum, or recall processes, or (6) other issues of concern to Owners and Residents. The Board will not deny any reasonable request for canvassing for political purposes described herein. Associations can restrict the assemblies, meetings, canvassing, petitioning, and distributing materials to reasonable manners and times. Canvassing shall be restricted to weekdays from 9:00 a.m. to 6:00 p.m. Residents may slide political flyers under front doors, door mats, or behind screen doors, and hand out flyers but shall not affix flyers to Common Area walls, doors, or windows or place them on vehicles.

### DRIVING

Except as otherwise posted, the California Vehicle Code (CVC) is enforced in Rossmoor, including the streets within the Mutual 28 Development. The speed limit for streets in Mutual 28 is 10 miles per hour according to the CVC Basic Speed Law.

## GUESTS/VISITORS

Owners are required to see to it that their guests, workman, contractors, contractors' employees and health care employees abide by the Mutual's Governing Documents, including these Policies. Owners may be held responsible for the actions of their guests, including damages caused by guests.

## HARASSMENT

Harassment or physical or verbal abuse of the Mutual's directors, officers, contractors, employees or agents while performing their duties for the Mutual or as a result of the performance of such duties will not be tolerated and may be grounds for disciplinary action by the Board.

## LAUNDRY

No outside clothesline, clothing rack, or other outside clothes washing, drying, or airing facilities shall be maintained in any Patio if it is visible to persons on the street or in other Units or Patios.

## MOD, MUTUAL AND GRF EMPLOYEES; CONTRACTORS

Golden Rain Foundation prohibits their employees from residing in a Rossmoor Mutual. The Mutual may not employ Owners or Residents of the Mutual. The hiring of off-duty GRF or MOD employees to do work for individual Owners or Residents or on Manors is not allowed.

## NATURAL DISASTERS

In the event of an emergency or a natural disaster, the Mutual would be responsible, under certain conditions for restoration as required by the CC&Rs and Mutual Policies.

In an emergency or natural disaster, the Mutual cannot be the guarantor of the health and safety of individual residents. Emergency food and water storage is an individual responsibility. It is imperative that each resident keep informed about emergency preparedness and develop a plan for dealing with an emergency or natural disaster. Residents are encouraged to take advantage of information available through such organizations as the Rossmoor Emergency Preparedness Organization and FEMA's CERT training.

## NOISES

The following rules are in addition to the restrictions imposed in Section 4.5 of the CC&Rs and entitled "Offensive Conduct, Nuisances, Noise."

Offensive conduct, nuisances and noise are defined as a level that unreasonably interferes with or is an unreasonable annoyance to residents in neighboring Manors. This includes the following:

- Stereos, radios, televisions, music, and conversations;
- Trash and recycling disposals after 10:00 p.m. and before 7:00 a.m.;
- Barking dogs.

## OUTSIDE STORAGE

Nothing is to be stored by Owners or Residents in the Common Area outside of the Manors or carport storage closets. No personal items shall be attached to external walls or fences.

Each Owner and Resident shall keep his or her assigned carport in a neat, orderly, sanitary and safe condition.

## **VEHICLES; PARKING RULES**

Sections 4.20 and 4.21 of the CC&Rs allow the Board to adopt Parking Rules. Except as approved by the Board on a case-by-case basis and for good cause shown, trailers, campers, boats, recreational vehicles (except golf carts), and trucks used for commercial purposes may not be parked on the streets or in the driveways of M28 except for a 24-hour loading or unloading period. If this rule is violated, the Mutual may assess a fine per the Fine Schedule for each 24-hour period that the rule is violated.

Parking within the mutual is restricted to designated parking spaces and residents' use of their carports. Owners and Residents of the Mutual may not use the parking spaces designated for Guest Parking except to load and unload passengers, packages and other deliveries, for periods of time not to exceed one (1) hour. The use of Guest parking spaces by non-residents is limited to 72 hours. Residents abusing these parking policies are subject to a fine. See Fine Schedule for details.

Undesignated parking places not in carports are open parking, but are subject to Mutual control. The Board may request that Public Safety investigate and mark vehicles that are left for long periods of time, improperly parked, or not belonging to Residents. If circumstances dictate, these vehicles are subject to either a fine, or towing, or both.

Parking on the grass is not allowed at any time.

Parking of any type of container in the parking areas is limited to the following situations and conditions:

- All such containers require a permit with at least 7 days' notice.
- No container may be wider than 80 inches.
- Any container must be parked with equal distance between the limit lines of the parking space.
- If the container is an assist for moving household property, the limit shall be 72 hours.
- If the container is to be used for construction storage, the limit shall not exceed the length of time on the Rossmoor-issued alteration permit.
- No containers may be stored in carports except as noted above.

## VEHICLE SIZE LIMITATION

In addition to the oversized vehicles prohibited pursuant to Section 4.20.2 of the CC&Rs, no motor vehicles other than golf carts, two axle passenger vehicles which are of a type customarily



used for personal transportation, and standard size pick-up trucks shall be parked or stored upon any area within the Development. The personal vehicle must clear at least 12 inches from the roof and sides and, in the case of the multi-spaced carports, not extend more than 12 inches outside.

## VEHICLES; TOWING

The Board shall have the power to impose fines and other sanctions for violations of the Mutual's parking policies or other Governing Documents. Sanctions shall include the authority to cause the towing of vehicles which are parked within the Mutual in violation of any of the provisions of the Mutual's parking policies or other Governing Documents. The Mutual shall comply with all applicable provisions of the Vehicle Code, Walnut Creek Ordinances, and assure compliance with all Mutual Governing Documents, including the Policies.

The Mutual shall display at all entryways signs, not less than 17" x 22" with lettering not less than 1" in height, prohibiting public parking and indicating, among other things, that violating vehicles will be removed at the owner's expense. Only authorized vehicles, as described in the CC&Rs at Section 4.20 shall be allowed to park in the Mutual. Unauthorized or prohibited vehicles as described in the CC&Rs at Section 4.21 may be towed.

All vehicles parked within the Mutual in violation of the Mutual's parking policies or other Governing Documents may be towed without prior ticketing or notice.

The Mutual may, but is not obligated to, issue prior written warnings or place notices or "tickets" on offending vehicles before having those vehicles towed.

A vehicle may be immediately towed if it is: illegally parked within 15 feet of a fire hydrant, in a fire lane, or interfering with entrance or exit from the Mutual.

Costs incurred by the Mutual relating to the towing and/or storage of any vehicle parked in violation of any provision of the Mutual's parking policies or other Governing Documents shall be assessed as a Reimbursement Assessment (see CC&Rs at Section 8.9) against the Mutual Member responsible or whose household members, sublessees, invitees or guests are responsible for the presence of such vehicle.

## WILDLIFE

Other than the bird feeders and baths mentioned previously, the feeding of any other wildlife is prohibited by the Mutual and by GRF.

## **NEW OWNER ORIENTATION MEETING**

Every new owner shall be required to attend a "New Owner Orientation Meeting" with representatives of Mutual 28's Board of Directors and the Mutual Operations Division (MOD). The purpose of that meeting is to provide information to the new owners concerning the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and Policies that govern the residents of the Mutual, including the alteration permit procedures that must be followed by

Owners who want to make alterations to their Manors and exclusive use Common Area (such as decks and patios).

The Orientation Meeting must take place within 30 days of the close of escrow. If conflicts exist regarding attendance, telephone conferences may, at the discretion of the Board, substitute for in-person meetings. Whenever possible, meetings should be held at the MOD office at 800 Rockview Drive, Walnut Creek, CA.

No alteration permit will be granted to the new owner until an Orientation Meeting or conference call has taken place.

## **RESALES AND RESALE INSPECTIONS**

When notified that an M28 Manor is going to be sold, MOD as the M28 agent, will inspect the unit to determine if the owner has damaged Mutual property or has altered Mutual property without the Board's approval.

If the Mutual's property has been damaged, the owner must repair the damage to the Mutual's satisfaction.

If there is an unapproved alteration, the owner may:

1. Remove the alteration at his/her/their expense and return the area to its original configuration to the Mutual's satisfaction, including any upgrades necessary to meet the City of Walnut Creek's building code. The owner is responsible for all costs associated with the removal and restoration.
2. Submit an Alteration Application to the Board for approval.  
  
The owner is responsible for submitting an alteration application and paying for any work required to bring the alteration up to current Walnut Creek building code. It is the owner's responsibility to fully disclose to the buyer any pertinent information regarding repairs or additional work required by the Mutual or MOD.
3. The Board retains the option to deny an Alteration Application and require the unit be restored to its original state, but updated to current building codes.

## **Appendix A**

### **SENIOR HOUSING RESIDENCY RESTRICTIONS**

This addendum sets forth the Senior Housing Residency Restrictions (the "Senior Housing Policy") for Walnut Creek Mutual No. Twenty-Eight (the "Mutual") and the Mutual's policy concerning the age of residents, other occupants, and guests at the Walnut Creek Mutual No. Twenty-Eight condominium project (the "Project"). This Senior Housing Policy is adopted by the Board pursuant to the Mutual's Declaration of Covenants, Conditions and Restrictions (as amended from time to time, the "CC&Rs") and the Mutual's Bylaws (as amended from time to time, the "Bylaws"), and in compliance with applicable federal and California law. This Senior Housing Policy was adopted by vote of the Board of Directors on May 20, 2002 and is effective immediately.

1. Senior Citizen Housing Development. The Project is a senior housing development that is intended to (i) qualify for the "housing for older persons" exemption from the prohibitions on discrimination based on familial status contained in the federal Fair Housing Act, including those provisions adopted pursuant to the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995 (the "Federal Act"), (ii) qualify as a "senior citizen housing development" as that term is defined in California Civil Code section 51.3 (the "State Act"), and (iii) otherwise comply with the requirements of the Federal Act and the State Act.

2. Definitions. The terms used in this Senior Housing Policy shall have the definitions set forth in this Section 2. All other capitalized terms that are not defined in this Senior Housing Policy shall have the meanings ascribed to them in the Bylaws unless the context requires otherwise.

A. Qualifying Resident. "Qualifying Resident" means a person fifty-five (55) years of age or older.

B. Qualified Permanent Resident. "Qualified Permanent Resident" shall mean a person who meets either of the following requirements:

(i) The person was residing with the Qualifying Resident prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the Qualifying Resident and the person was forty-five (45) years or older, or was a spouse, cohabitant (defined as persons who live together as husband and wife or persons who are domestic partners within the meaning of California Family Code section 297), or person providing primary physical or economic support to the Qualifying Resident; or

(ii) The person is a disabled person (defined as a person who has a disability as defined in Civil Code section 54(b)) or person with a disabling illness or injury (defined as an illness or injury which results in a condition meeting the definition of a disability set forth in Civil Code section 54(b)) who is a child or grandchild of the Qualifying Resident or a Qualified Permanent Resident who needs to live with the Qualifying Resident or Qualified Permanent Resident because of the disabling condition, illness

or injury.

All persons who claim that they provide primary physical or economic support to the Qualifying Resident and are thus Qualified Permanent Residents have the burden of proving that to the reasonable satisfaction of the Mutual. Where it is asserted that a particular person provides primary physical support, the Qualifying Resident or the Qualifying Resident's agent may be required to provide one or both of the following to the Mutual: (1) a statement from the Qualifying Resident's physician, other medical provider, case worker or social worker, and (2) an explanation of the type and amount of physical support provided to the Qualifying Resident and a comparison to the support provided by others and the activities that the Qualifying Resident may undertake without assistance. Where it is claimed that a particular person provides primary economic support, the Qualifying Resident or his or her agent may be required to show (1) that the person claiming Qualified Permanent Resident has independent means and is able to support himself or herself without assistance from the Qualifying Resident, and/or (2) that the financial support provided to the Qualifying Resident by such person exceeds the income and other financial support received by the Qualifying Resident. Absent satisfactory proof, any such persons will be deemed to be Permitted Health Care Residents if they otherwise satisfy the requirements of Section 2.C. below.

C. Permitted Health Care Resident. "Permitted Health Care Resident" shall mean a person hired to provide live-in, long-term, or terminal health care to a Qualifying Resident, or a family member of the Qualifying Resident providing that care to the Qualifying Resident. The care provided by a Permitted Health Care Resident must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both.

D. Unit. "Unit" shall mean a dwelling unit or manor located in the Project.

3. Generally, at Least One Qualifying Resident Must Permanently Occupy the Unit. Subject to Section 4 below and except as specifically otherwise provided in Sections 5 and 6, each Unit, if occupied, must be occupied by at least one (1) Qualifying Resident and all other persons occupying a Unit must be Qualified Permanent Residents or, as specified below, a Permitted Health Care Resident, or a person under fifty-five (55) years of age whose occupancy is permitted under California Civil Code section 51.3(h) or section 51.4(b). Persons commencing any occupancy of a Unit must include a Qualifying Resident who intends to reside in the Unit as their primary residence on a permanent basis.

4. Occupancy by Permitted Health Care Residents. A Permitted Health Care Resident may occupy a Unit during any period that the Permitted Health Care Resident is actually providing live-in, long-term, or hospice health care to a Qualifying Resident for compensation. For the purposes of this Section 4, the term "compensation" shall include the provision of lodging and food in exchange for care. A Permitted Health Care

Resident shall be entitled to continue occupancy, residency or use of the Unit in the absence of the Qualifying Resident from the Unit only if both of the following apply:

A. The Qualifying Resident became absent from the Unit due to hospitalization or other necessary medical treatment and expects to return to the Unit within ninety days from the date the absence began. If it appears that the Qualifying Resident will return within a period of time not to exceed an additional ninety days, and upon written request of the Qualifying Resident or an authorized person acting for the Qualifying Resident, the Board may, in its discretion, allow a Permitted Health Care Resident to remain for a time period longer than ninety days from the date the absence began; and

B. The absent Qualifying Resident, or an authorized person acting for the Qualifying Resident, submits a written request to the Board stating that the Qualifying Resident desires that the Permitted Health Care Resident be allowed to remain in order to be present when the Qualifying Resident returns to reside in the Project.

5. Guests. Notwithstanding the provisions of Section 3 above, a person under fifty-five (55) years of age may temporarily occupy a Unit provided that such person is a guest of the Qualifying Resident or a Qualified Permanent Resident and further provided the temporary occupancy of any one such guest may not exceed a maximum of sixty (60) days in any calendar year, which may be extended with prior approval of the Board.

6. Continued Occupancy by Qualified Permanent Resident. Written notice shall be provided to the Mutual by the Owner or Owner's agent within thirty days (30) of the death or dissolution of marriage, or hospitalization or other prolonged absence of the Qualifying Resident. Notwithstanding the provisions of Section 3 above, upon the death or dissolution of marriage, or upon hospitalization, or other prolonged absence of the Qualifying Resident, any Qualified Permanent Resident shall be entitled to continue to occupy the Unit provided that the Board of Directors determines that such continued occupancy shall not result in less than eighty percent (80%) of the Units being occupied by at least one Qualifying Resident as required by the Federal Act. The provisions of this Section 6 shall not apply to a Permitted Health Care Resident.

7. Cessation of Disability. For any resident who is a Qualified Permanent Resident pursuant to Section 2.B(ii) above, whose disabling condition ends, the Board may require the formerly disabled resident to cease residing in the Project upon such resident's receipt of six (6) months' written notice.

8. Termination of Occupancy of Qualified Permanent Residents. Subject to the hearing requirements set forth in this Section 8, the Board may prohibit or terminate the occupancy of any person who is a Qualified Permanent Resident pursuant to Section 2.B(ii) above if the Board finds, based on credible and objective evidence, that the person is likely to pose a significant threat to the health or safety of others that cannot be ameliorated by means of a reasonable M28 accommodation.

A. The Board must provide thirty (30) days' notice to and opportunity to be heard, which conforms to the requirements of the Bylaws, for the disabled person whose

occupancy is being challenged and reasonable notice to the co-resident parent or grandparent of that person.

A. To preserve privacy, the hearing must be conducted and evidence admitted in a confidential manner pursuant to a closed executive session of the Board. The Board shall give due consideration to the relevant, credible and objective information provided in the hearing.

B. The affected persons shall be entitled to have present at the hearing an attorney or any other person authorized by the affected persons to speak on their behalf or assist them in the matter.

9. Publication and Adherence to Policy. In compliance with the Federal Act, the Mutual shall publish and adhere to this Senior Housing Policy setting forth the Mutual's Senior Housing Residency Restrictions which demonstrate that the Project is intended, and operated for, occupancy by Qualifying Residents. The Mutual shall also comply with the federal rules and regulations for verification of occupancy adopted pursuant to the Federal Act.

10. Burden of Proof. All persons claiming status as a Qualifying Resident, Qualified Permanent Resident or Permitted Health Care Resident have the burden of proving that they meet the qualifications for the applicable status to the satisfaction of the Board.

11. Age Verification. The record owner of the membership in the Mutual or such owner's agent shall certify to the Mutual that such Unit is or will be occupied in the manner set forth in these Senior Housing Residency Restrictions (i) when or before the Member becomes the record owner of a membership in the Mutual, (ii) when or before there is any change in the occupants of the Unit, and (iii) at such other times as may be requested by the Mutual. Such certification shall be supported by reliable documentation of the age of each of the occupants of such Unit. The following documents are M28 acceptable as proof of age:

- A. Valid state-issued driver's license or identification card;
- B. Medicare card;
- C. Birth certificate;
- D. Passport;
- E. Immigration card;
- F. Military identification; or
- G. State, local, national or international official documents containing a birth date of comparable reliability.

12. Residency Verification. Every Qualifying Resident and Qualified Permanent Resident, if any, who occupies a Unit shall, upon the Mutual's request, certify in writing that the Unit is their primary residence. Such certifications shall be provided (i) when or before the Member becomes the record owner of a membership in the Mutual, (ii) when or before there is any change in the occupants of the Unit, and (iii) at such other times as may be requested by the Mutual. Each such certification shall be supported by

reliable documentation M28 acceptable to the Mutual. The following documents are M28 acceptable as proof of residency:

- A. Valid state-issued driver's license or identification card;
- B. Voter's registration card or other evidence of voter's registration;
- C. Medicare card;
- D. Income tax return filed with the State of California; or
- E. Utility bills;
- F. Motor vehicle registration card(s); and
- G. Other documents of comparable reliability showing residency.

13. Verification of Status as Qualified Permanent Resident. Where a Unit is occupied by a Qualified Permanent Resident, the record owner of the membership in the Mutual or such owner's authorized agent shall certify to the Mutual, upon Mutual's request, that such Qualified Permanent Resident does in fact meet the definition of "Qualified Permanent Resident" set forth in Section 2.B. above. Such certification shall be supported by reliable documentation M28 acceptable to the Mutual in its sole discretion and shall be provided to Mutual (i) before the Qualified Permanent Resident takes occupancy, and (ii) at such other times as may be requested by the Mutual.

14. Verification of Status as Permitted Health Care Resident. Where a Unit is occupied by a Permitted Health Care Resident, the record owner of the membership in the Mutual or such owner's authorized agent shall certify to the Mutual, upon Mutual's request, that such Permitted Health Care Resident does in fact meet the definition of "Permitted Health Care Resident" set forth in Section 2.C. above. Such certification shall be supported by reliable documentation M28 acceptable to the Mutual in its sole discretion and shall be provided to Mutual (i) before the Permitted Health Care Resident takes occupancy, and (ii) at such other times as may be requested by the Mutual.

15. Implementation of Further Senior Housing Restrictions; Amendment. The Board shall have the power and discretion to take any action the Board deems necessary to implement further rules and regulations and amend and modify these Senior Housing Residency Restrictions to assure compliance with the Federal Act or the State Act and any rules or regulation adopted thereunder, as such statutes, governmental rules and regulations may be amended from time to time.

## **Appendix B**

### **MEMBER M28 ACCESS TO MUTUAL RECORDS:**

The following sets forth the policy of Walnut Creek Mutual No. Twenty-Eight (the "Mutual") by Members concerning inspection and copying of records of the Mutual (the "Policy").

Mutual Members shall have access to records of the Mutual for the purpose of inspection and obtaining copies as provided in this Policy. Access to records will be provided to a requesting Member or, in most cases, to the authorized representative of the requesting Member, provided that the Member's designation of such representative is in writing signed by the Member and delivered to the Mutual. Only Members (and not their representatives) are entitled to inspection or a copy of the Membership list.

#### Article 1. Definitions.

For purposes of this Policy, there are two categories of Mutual Records which shall be referred to as "Tier One Records" and "Tier Two Records."

1.1 "Tier One Records." Tier One Records shall consist of the following:

- a) the current governing documents of the Mutual (i.e., Articles of Incorporation, Bylaws, Declaration of Covenants, Conditions and Restrictions ("CC&Rs"), and Rules and Policies adopted by the Board);
- b) the membership list which shall set forth the name, property address and mailing address of all Mutual Members except those who have opted out as provided in this Policy and by law;
- c) agendas and minutes of meetings of the Board (excluding minutes, of executive sessions of the Board), any committee appointed by the Board that has decision-making authority;
- d) documents required to be provided to the Members under Sections 4525 or 5300 of the California Civil Code;
- e) unaudited financial statements, periodic or as compiled, that contain a balance sheet, an income and expense statement and/or a budget comparison;
- f) state and federal tax returns; statements showing the balances in the Mutual's operating and reserve M28 accounts and payments made from the reserve M28 account;
- g) and any other records described as "Association records" in Section 5200(a) of the California Civil Code.



1.2 Tier Two Records. "Tier Two Records" shall consist of the following:

- a) invoices;
- b) receipts; cancelled checks drawn on Mutual checking M28 accounts;
- c) periodic statements for credit card M28 accounts in the name of the Mutual;
- d) statements for services rendered by third party service providers;
- e) purchase orders approved by the Mutual;
- f) reimbursement requests; and
- g) other records described as "enhanced association records" in Section 5200(b) of the California Civil Code.

Article 2      Membership List.

2.1 Procedures for Obtaining Membership List.

Upon submission to the Board Services Office (located at Gateway, 1001 Golden Rain Road, Rossmore) of a written request for access to the membership list of the Mutual, which written request states a purpose that is reasonably related to the requesting Member's interest as a Member of the Mutual for which access is requested, the Mutual will make the membership list setting forth the names, property addresses, mailing addresses and email addresses of the Members of the Mutual available for inspection or copying by the requesting Member within five (5) business days after receipt of a proper written request in the Board Services Office.

2.2 Exceptions. Member's Right to "Opt Out." A requesting Member's right of M28 access to the membership list shall be subject to the following exceptions:

- a) Any Member shall have the right to opt out, as provided in Section 5220 of the California Civil Code, of having his or her name, property address and mailing address included in the membership list by filing with the Board Services Office an Opt Out Notice signed by such Member, which Notice shall be in a form approved by the Mutual.
- b) With respect to any Member who has filed a proper Opt Out Notice with the Board Services Office, the Mutual shall redact such Member's name, property address and mailing address from the membership list provided to a requesting Member.
- c) At the time the Board Services Office makes the membership list available to the requesting Member for inspection and copying, the Mutual shall provide the requesting Member in writing with a reasonable method of achieving the purpose stated in such Member's request for M28 access to the membership list as an alternative to providing the name, property address and mailing

address of any Member who has filed an Opt Out Notice with the Board Services Office.

- d) The Mutual shall have the right, subject to the provisions of Section 5200(a)(9) of the California Civil Code, to deny a Member's request for M28 access to the membership list if the Mutual reasonably believes that the information in the list will be used for a purpose other than that stated in the request, provided that in denying the request the Mutual shall notify the requesting Member in writing of the reason for denying the request.

### Article 3 Minutes.

#### 3.1 Board Meetings.

Minutes of Board meetings (not including minutes, if any, of executive sessions) in final or, if not yet in final, in draft or summary form shall be provided within 30 days after the date of the meeting or, if a proper written request for M28 access to such minutes is received later than 30 days after the date of any Board meeting, within 10 business days after such request for such minutes has been received in the Board Services Office.

#### 3.2 Membership and Committee Meetings.

Minutes of membership meetings and minutes of meetings of any Committee of the Board (a committee composed solely of Board members) and of meetings of any committee appointed by the Board that has decision-making authority shall be made available as hereinafter provided.

### Article 4 Other Records.

Requests for any other records shall be submitted in writing to the Board Services Office and shall state with specificity which record or records are being requested, identifying all such records by type, name, and date or time period applicable to the record or records requested. Records, other than the current membership list and minutes of Board meetings, for the current fiscal year and for the two fiscal years immediately preceding the current fiscal year and which are properly requested by a Member will be made available by the Mutual. Records for periods other than the current fiscal year and the two immediately preceding fiscal years will be made available only in exceptional cases as determined by the Board in its sole discretion. Minutes will be made available without regard to the year in which the meeting to which requested minutes relate was held.

### Article 5 When Records Will Be Made Available.

- 5.1 In General. Except as otherwise provided in this Policy, requested records prepared during the current fiscal year will be made available within 10 business days after a proper written request for such records is filed in the Board Services Office, and requested records prepared prior to the current fiscal year and to be made available as provided in this Policy will be made available within 30 calendar days after a proper written request is filed in the Board Services Office.

- 5.2 Minutes of Membership Meetings. Minutes of the most recent membership meeting will be made available within 10 business days after a proper request is filed in the Board Services Office and, if such minutes have not yet been approved, they will be provided in draft or summary form. Minutes of other membership meetings will be made available within 30 days after a proper request is filed in the Board Services Office.
- 5.3 Committee Meeting Minutes. Minutes of meetings of committees shall be made available within 15 calendar days after a proper request has been filed in the Board Services Office or within 15 calendar days after such minutes have been approved, whichever is later, provided, however, that, as provided in Civil Code section 5210(c), the Mutual shall not be obligated to make committee minutes available prior to January 1, 2006.

Article 6 Member Request for Mailing of Copies.

A Member may submit a written request to the Board Services Office for copies of specifically identified records that are to be made available under this Policy including a request that those records be mailed to the Member. If a request is submitted for the mailing of records to a requesting Member, the Mutual shall mail the requested records to the Member within the applicable time period set forth in this Policy.

Article 7 Member Request for Receipt of Records By Electronic Transmission.

A Member may submit a written request to receive records that are to be made available under this Policy by means of electronic transmission or machine-readable media and the requested records shall be made available in that manner as long as such records may be so transmitted in a redacted format that does not allow the records to be altered.

Article 8 Withholding or Redacting of Certain Information.

8.1 Information Which May be Withheld or Redacted. The Mutual may withhold or redact from records made available to a Member the following information:

- a) information that is reasonably likely to lead to identity theft as defined in Section 5215(a)(1) of the California Civil Code;
- b) information that is reasonably likely to lead to fraud in connection with the Mutual;
- c) information that is privileged under the law;
- d) information that is reasonably likely to compromise the privacy of an individual Member;
- e) information consisting of records of a-la-carte goods or services provided by the Mutual to individual Members for which the Mutual received monetary payment other than assessments;

- f) information consisting of records of disciplinary actions, collection activities or payment plans relating to Members other than the requesting Member;
- g) the personal identification information of a person as described in Section 5215(a)(5)(C) of the California Civil Code;
- h) agendas, minutes and information from executive sessions of the Board of Directors, except that executed contracts that are not otherwise privileged shall not be withheld;
- i) personnel records of Mutual employees other than compensation information that may not be withheld or redacted as provided in Section 5215(b) of the California Civil Code; and
- j) architectural plans, including security features, for the interior of individual Manors.

8.2 Employee Compensation. The Mutual will not withhold or redact information regarding compensation of individual employees of the Mutual except that such information will be set forth by job classification or title and in a manner that will not identify an employee's name, social security number and other personal information.

8.3 Mutual will specify the legal basis for withholding or redacting information withheld or redacted in making records available to such Member.

#### Article 9 Reimbursement of Costs Incurred by Mutual in Making Records Available.

9.1 In General. A requesting Member shall reimburse the Mutual the amount of the costs directly and actually incurred by the Mutual in connection with the copying of the requested records and, if a Member requests that records be mailed to the Member, the amount of the actual cost of such mailing.

9.2 Estimate. Member Agreement to Reimburse Mutual. Prior to making records available and prior to mailing any records to a Member, the Mutual shall notify the Member in writing of the cost of copying and mailing of the requested records and the Member shall agree in writing to reimburse the stated amount to the Mutual before the records are made available.

9.3 Costs of Redacting. A requesting Member shall also reimburse the Mutual for the actual costs of redacting information from records made available in accordance with this Policy, provided that the amount to be reimbursed to the Mutual in connection with the redacting of information from records made available to a requesting Member shall not exceed the amount of \$10.00 per hour and a maximum amount of \$200.00 and provided, further, that the Mutual shall notify a requesting Member in advance of the cost of redacting

such information and the Member shall agree in writing to reimburse the Mutual in the stated amount before the records are made available.

Article 10     Improper Use of Mutual Records Prohibited.

In no event shall Mutual records or any information contained in such records be sold, used for any commercial purpose or used for any purpose not reasonably related to a Member's interest as a Member of the Mutual and the Mutual shall have all rights provided by law to enforce this provision including the obtaining of injunctive relief and the recovery of damages and the costs and expenses incurred in any enforcement action or proceeding.

Article 11     Conflicts.

This Policy has been prepared in accordance with and in compliance with Civil Code section 5200 effective July 1, 2022. The Mutual's Second Amended Bylaws were approved by the Mutual membership on December 13, 2021, and reflect the then-current laws governing Member inspection of records. In the event of a conflict between the terms of this Policy and Section 11.1 (entitled "Mutual Records") of the Mutual's Second Amended Bylaws, the terms of this Policy shall control.

## Appendix C

### WALNUT CREEK MUTUAL NO. TWENTY-EIGHT

#### VOTING AND ELECTION RULES

(Adopted 12/30/19)

##### 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. These Rules shall become effective on December 31, 2019.
- 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; 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, 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, 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.
- 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.

### **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 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 individual 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.

## **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. Twenty-Eight. 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;

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.

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 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.
- 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.

Adopted on December 30, 2019  
by the Board of Directors

## **Appendix D**

### **ELECTRIC VEHICLE CHARGING STATION POLICY**

#### **A. GENERAL**

1. This Electric Vehicle Charging Station Policy ("Policy") is intended to comply with Civil Code section 4745 which reflects the State of California's policy of encouraging the use of Electric Vehicle Charging Stations (EVCS).
2. It is the policy of the Mutual to comply with Civil Code section 4745 by approving, whenever reasonably possible, applications for the installation of EVCS and electric wiring and related components necessary to provide electricity sufficient to power approved EVCS installed in assigned carports, Exclusive Use Common Area parking spaces or Common Area Parking Spaces. Such installation would provide "hard wire" connections to EVCS as opposed to providing for plug outlets to supply power to portable charging devices.
3. All capitalized terms that are not otherwise defined in this Policy shall have the meanings ascribed to them in the Bylaws.

#### **B. REQUIREMENTS**

1. Any member of the Mutual who proposes to install an EVCS ("Member" or "Applicant") shall submit an Alteration Application, follow the procedures set forth in the Mutual's Alteration Policy (contained in Section 1.0 of the Mutual's Policy Manual) for physical modifications to the property, and procure an Alteration Permit prior to installation of the EVCS.
2. The following are the submittals that must accompany the Alteration Application for installation of an EVCS:
  - a. Fully filled out and executed Alteration Application;
  - b. Plans and specifications clearly indicating where the EVCS is to be located, the brand or manufacturer, technical specifications, and dimensions (i.e., height, width, weight, etc.) as well as structural requirements;
  - c. An acknowledgement satisfactory to Mutual that the Member will procure a homeowner liability insurance policy providing \$1 million in coverage and will provide satisfactory evidence to the Mutual, within fourteen (14) days of the Mutual's approval of the EVCS, that the Mutual has in fact been named as an additional insured under the Applicant's homeowner liability insurance policy providing \$1 million in coverage with a right of notice of cancellation; and
  - d. A fully executed EVCS Installation and Maintenance Agreement substantially in the form attached hereto as Exhibit "A", binding Applicant and his or her successors to:

- i. indemnify and hold harmless the Mutual;
- ii. continue the \$1 million liability insurance and additional insured endorsement in effect;
- iii. install a submeter to track electricity usage and/or upgrade the electrical panel;
- iv. pay for the electricity usage associated with the EVCS;
- v. be responsible for costs of damage to the EVCS and related property from the installation, maintenance, repair, removal, or replacement of the EVCS;
- vi. be responsible for costs of maintenance, repair and replacement of the EVCS; and
- vii. disclose to prospective buyers the existence of the EVCS and the related responsibilities of the Member.

3. Alteration Applications which include all specified submittals shall be responded to within 60 days of a valid submission.

4. Within fourteen (14) days of approval by Mutual of Applicant's request for permission to install the EVCS and before commencement of installation, the Applicant shall provide the Mutual with satisfactory evidence that the Mutual has been named as an additional insured under the Applicant's \$1 million homeowner insurance liability policy with a right of notice of cancellation.

5. The installation shall be performed by a qualified, licensed and insured contractor meeting all the requirements set forth in the Alteration Permit or otherwise imposed by the Mutual.

6. Applicant shall comply with all applicable governmental laws and regulations and procure all required City of Walnut Creek and governmental permits and authorizations before installing the EVCS. The EVCS shall meet all applicable governmental and industry safety standards, and local permitting requirements.

7. If visible from the Common Area or other Exclusive Use Common Area, the EVCS must conform to the surrounding structures and environment in design, size, and appearance. Visually the installation shall appear neat and attractive, without exposed wiring or visible damage to surrounding improvements.

8. The Applicant and each successive owner of the EVCS shall pay for all electricity usage associated with the EVCS. The Board may, by resolution adopted from time to time, establish the rates that will be charged for electricity usage.

9. The Applicant and each successive owner of the EVCS shall be responsible for:

- a. all costs for damage to the EVCS, Common Area, Exclusive Use Common Area or Manor resulting from the installation, maintenance, repair, removal, replacement or existence of the EVCS;
- b. all costs for the installation, operation, maintenance, repair and replacement of the EVCS and all additions or modifications to existing Mutual electrical components until the EVCS has been removed and for the restoration of the Common Area, Exclusive Use Common Area or Manor after the removal;
- c. disclosing to prospective buyers the existence of the EVCS and the related responsibilities that said buyer will assume, including:
  - i. maintenance at all times of a homeowner liability insurance policy providing \$1 million in coverage which also names the Mutual as an additional insured under the policy with a right to notice of cancellation;
  - ii. the obligation to pay for the electricity usage associated with the EVCS;
  - iii. responsibility for all costs for damage to the EVCS, Common Area,
  - iv. Exclusive Use Common Area or Manor resulting from the installation, maintenance, repair, removal, replacement or existence of the EVCS;
  - v. responsibility for the cost of the maintenance, repair and replacement of the EVCS until it has been removed and for the restoration of the Common Area, Exclusive Use Common Area and/or Manors after the removal; and
  - vi. responsibility to disclose to prospective buyers the existence of any charging station and the related responsibilities of the Member pursuant to Civil Code section 4745.

10. Nothing in this Policy shall modify, release or otherwise discharge any rights of the Mutual or obligations of its members imposed pursuant to the Mutual's Governing Documents, Occupancy Agreements executed by the Mutual and its members, and applicable law.

11. The prevailing party in any dispute arising out of the interpretation, violation or enforcement of the provisions of this EVCS Policy or documents created as called for herein shall be awarded their reasonable attorneys' fees and costs.



## EXHIBIT "A"

### FORM OF EVCS Installation and Maintenance Agreement

Walnut Creek Mutual #28 ("Mutual") and \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_ [insert Manor address], Walnut Creek, CA 94595 (if more than one, collectively "Applicant"), who may hereafter collectively be referred to as the "Parties," for valuable consideration, the receipt of which is hereby affirmed, agree as follows:

1. Applicant is the record owner of a membership ("Membership") in Walnut Creek Mutual #28, and is subject to the Mutual's Bylaws and Policies.
2. Applicant has requested permission from the Mutual to install an Electric Vehicle Charging Station (EVCS) on (circle one) Common Area/Exclusive Use Common Area [commonly referred to as Carport Space No. \_\_\_\_]. Mutual has adopted an Electric Vehicle Charging Station Policy ("EVCS Policy") in compliance with Civil Code section 4745 which imposes reasonable conditions for the approval of such applications.
3. This Agreement shall be binding upon the Applicant and all successor owners of the Membership, and put all potential and successor owners of the Membership on notice of the terms and obligations imposed herein.
4. Civil Code section 4745 calls for Applicant "and each successive owner of the charging station" to be responsible for the following:
  - a. all costs for damage to the EVCS, Common Area, Exclusive Use Common Area, or Manor resulting from the installation, operation, maintenance, repair, removal, replacement or existence of the EVCS;
  - b. all costs for the maintenance, repair, and replacement of the EVCS until it has been removed and for the restoration of the Common Area (including Exclusive Use Common Area) after removal;
  - c. the cost of the installation of a submeter, the upgrade of the electrical panel and/or electricity associated with the EVCS;
  - d. disclosing to prospective buyers the existence of any EVCS and the related responsibilities of the owner of the EVCS under law; and
  - e. maintaining at all times a homeowner liability coverage policy in the amount of \$1 million (\$1,000,000), which shall name the Mutual as a named additional insured under the policy with a right to notice of cancellation.
5. Applicant shall provide evidence of the required insurance coverage in writing within fourteen (14) days of approval by Mutual of Applicant's request for permission to install the EVCS and before commencement of installation of the EVCS

6. Applicant, for itself and on behalf of all successor owners of the Membership and EVCS, further agrees to defend, indemnify and hold harmless Mutual, its members, employees, and agents from all claims, liabilities, obligations and damages arising out of or related in any way to the installation and maintenance of the EVCS for which Applicant has requested permission to install.
7. Installation of the EVCS shall be performed by a qualified, licensed and insured contractor meeting all the requirements set forth in the Board's written approval or otherwise imposed by the Mutual.
8. Applicant shall comply with all applicable governmental laws and regulations and procure all required City of Walnut Creek and governmental permits and authorizations before installing the EVCS. The EVCS shall meet all applicable governmental and industry safety standards, and local permitting requirements.
9. The Parties and their successors agree to be bound and abide by all provisions of Civil Code section 4745 and any successor statutes.
10. Nothing contained in this Agreement shall eliminate, override, or modify, in any way, Applicant's obligation to obtain architectural approval from Mutual pursuant to the Mutual's Alteration Policy and Civil Code section 4745 for the installation of the requested EVCS.
11. Mutual shall be entitled to recover from Applicant 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.

Applicant \_\_\_\_\_

Applicant \_\_\_\_\_

Manor Address \_\_\_\_\_

Carport Number \_\_\_\_\_

Name of Contractor \_\_\_\_\_

## Appendix E

### INVESTMENTS

To comply with California Civil Code section 5510 and Section 8.5 of the CC&Rs, separate bank/investment M28 accounts will be maintained for operating and reserve funds. Investments may utilize any of the following instruments and should maintain compliance with any regulatory agencies or agreements.

Assets to be utilized may include the following:

1. U.S. DIRECT OBLIGATIONS are assets issued directly by the U.S. Government in the form of treasury instruments and include T-bills of varying maturities. These assets are backed by the full faith and credit of the U.S. Government.
2. U.S. GOVERNMENT AGENCIES SECURITIES are debt obligations that result from lending programs of the Federal Government. Issues have de-facto backing of the government, which provide a strong degree of safety. Despite this assurance, these issues are not backed by the full faith and credit of the U.S. Government but are instead relationship backed assets (due to the nature of the obligations as issues of government agencies).
3. CERTIFICATES OF DEPOSIT are issues provided by financial institutions of varying time frames providing higher interests than non-time rest. The financial institutions CDs are purchased from should be FDIC insured and to the extent possible the total balance of certificates of deposit and other accounts with an individual financial institution should not exceed the amount of deposit insurance.
4. MONEY MARKET ACCOUNTS are interest-bearing checking accounts with interest rates normally associated with short-term Treasury Bill rates. Money Market Deposit accounts may provide for insurance by the Federal Deposit Insurance Corporation (FDIC), or Federal Savings and Loan Insurance Corporation (FSLIC). Money Market Deposit accounts are also provided by non- insurance backed organizations which generally pay slightly higher yields.
5. REPURCHASE AGREEMENTS are contractual arrangements between a financial institution or dealer and an investor. The investor places the funds for a certain number of days at a stated yield. In return, the institution takes title to a given block of securities as collateral. At maturity, the securities are repurchased and the funds are repaid with interest.

## Appendix F

### WALNUT CREEK MUTUAL NO. TWENTY-EIGHT ASSESSMENT COLLECTION POLICY

*This Assessment Collection Policy ("Collection Policy") for Walnut Creek Mutual No. Twenty-Eight (the "Mutual") relates to the collection of assessments pursuant to the Mutual's Second Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded January 10, 2022 (as amended, the "Declaration"), its Second Amended and Restated Bylaws certified December 13, 2021 (as amended, the "Bylaws"), and the California Civil Code, including but not limited to sections 5310(a)(7), 5650, 5655, 5660, 5665, 5670, 5600-5658, and 5730. In the event of any conflict between any provision of this Collection Policy and any applicable statute, the terms of that statute shall prevail and supersede any contrary provision in this Collection Policy. Neither the Mutual nor its managing agent, Mutual Operations Division (MOD), is a collection company and all regular collection activities will be referred to the Mutual's collection company.*

*This Collection Policy rescinds and replaces any policy previously adopted by the Board of Directors ("Board") to govern the collection of assessments. When adopted by the Board, this Collection Policy will become part of the Mutual's Rules, as that term is defined in the Mutual's Declaration.*

1. **Definitions.** All capitalized terms that are not otherwise defined in this Collection Policy shall have the definitions ascribed to them in the Declaration. For purposes of this Collection Policy and as provided in Section 1.5 of the Declaration, the term "Assessments" means any or all of the following: Annual Assessments, Special Assessments and Reimbursement Assessments.
2. **Assessments in General.** The Mutual has a duty to levy Annual Assessments and Special Assessments sufficient to perform its obligations under the Governing Documents and California law. Annual Assessments are determined at least once annually and are payable during the year in monthly installments. The Mutual also has the authority to levy Reimbursement Assessments (see Paragraph 5, below).
3. **Obligation to Pay Assessments.** Each Assessment, plus any costs of collection, late charges and interest owed, is an obligation of the Unit Owner at the time it is levied. Each Assessment, plus any costs of collection, late charges and interest owed, is also a lien on the Owner's Unit from and after the time the Mutual causes a Notice of Delinquent Assessment (lien) to be recorded with the Contra Costa County Recorder's Office; provided, however, that unless permitted by law, the Mutual may not enforce collection of monetary fines by non-judicial foreclosure proceedings.
4. **Notice of Assessments.** The Mutual shall give notice to the Unit Owner, in the manner prescribed by law, not less than thirty (30) days nor more than sixty (60) days before any increase in the Annual Assessment or any Special Assessment becomes due. Thereafter, the Board of Directors may elect to provide additional periodic statements of Annual and/or Special Assessments and charges, but lack of such statements does not relieve the Owner of the obligation to pay Assessments.

5. **Reimbursement Assessments.** Section 8.9 of the Declaration authorizes the Mutual to, after compliance with the notice and hearing requirements in the Declaration and the Civil Code, levy a Reimbursement Assessment against any Unit and its Owner to reimburse the Mutual for the expenditure of monies to bring the Unit, its Owner, or any person or pet for whom the Owner is responsible, into compliance with the Governing Documents.
6. **Designation of Agent.** The Board of Directors may designate an agent or agents to collect Assessment payments and administer this Collection Policy. Such designated agent may be an officer of the Mutual, manager, banking institution, law firm or other appropriate agent.
7. **Due Date/Delinquency Date of Assessments.** Unless otherwise specified in writing by the Board, the Annual Assessment is due and payable in equal monthly installments on the first (1<sup>st</sup>) day of each month during the year. Special Assessments shall be due and payable on the due date specified by the Board. As provided in the Declaration, Reimbursement Assessments shall be due and payable to the Mutual on the date specified by the Board. Any lump sum, installment, or portion of an Assessment is delinquent if not received as directed by the Board or its designated agent on or before fifteen (15) days after it becomes due. If the due date falls on a weekend or holiday, then the following business day is considered the due date.
8. **Late Charges/Interest.** An Assessment or any portion thereof that is delinquent shall incur a late charge of ten percent (10%) of the delinquent Assessment or ten dollars (\$10), whichever is greater. Late charges shall be imposed fifteen (15) days after the Assessment is due. There shall be only one late charge per delinquent Assessment or portion thereof. For example, a delinquent monthly installment of the Annual Assessment shall incur only one late charge, which will be imposed fifteen (15) days after the Assessment is due. Beginning thirty (30) days after the Assessment or any portion thereof becomes due, the entire unpaid balance of an Assessment account shall bear interest at the rate of twelve percent (12%) per annum. Late charges and interest will not be applied to delinquent monetary fines.
9. **Collection Expenses.** Any costs and fees incurred in processing and collecting delinquent Assessment amounts, including, without limitation: late and interest charges; charges for preparation of delinquency notices or referral for collection; postage and copies; filing and recording costs; delivery charges; costs for searches regarding ownership and assets; and attorney's fees and costs ("Collection Expenses") shall become Additional Charges against the Owner and the Owner's Unit and shall be subject to collection action pursuant to this Collection Policy.
10. **Application of Payments.** Payments shall be applied first to Assessments owed. Only after the Assessments owed are paid in full shall payments be applied to Collection Expenses as identified in this Collection Policy.
11. **Notice of Intent to Lien.** If an Assessment account remains unpaid thirty (30) days after it is due, the Mutual or its designated agent shall notify the Owner by certified mail that a lien will be recorded unless the entire balance of the account is paid off within thirty (30) days ("Notice of Intent to Lien"). The Notice of Intent to Lien shall include a general statement of the collection, fee, penalty and lien enforcement procedures of the Mutual, an itemized statement of the charges owed as of the date of the Notice of Intent to Lien, including the costs of preparing the Notice of Intent to Lien, and other disclosures required by law (Civil Code section 5660). Payment may be required in certified funds. Notwithstanding the 30-day delinquency period specified in this

Paragraph 11, a Notice of Intent to Lien may be sent to a delinquent Owner at any time during an open escrow involving the Owner's Unit.

12. **Recordation of Lien.** Upon the decision of the Board at an open Board meeting and as reflected in the minutes of that meeting, a "Notice of Delinquent Assessment" lien shall be recorded against the Owner's Unit, without further notice to the Unit Owner, if the Owner fails to pay the entire balance of the account within the time period specified in the Notice of Intent to Lien.

13. **Acceleration of Assessments Due.** Upon the recording of a lien, the Mutual may, at its option, declare due and payable the entire balance of all sums then due or to become due from the Unit Owner, including the balance of the Annual Assessment and of any Special Assessment. This total sum may be included in any foreclosure proceeding or collection action.

14. **Foreclosure of Lien.** After the lien is recorded and at least thirty (30) days have elapsed, foreclosure proceedings may commence when Assessment principal either exceeds the amount, or remains unpaid for the time period, specified in state law. The Board's decision to initiate foreclosure will be made in executive session and reflected in the minutes of the Board's next open meeting. The Association shall provide the Owner with all notices and disclosures required by law before commencing foreclosure proceedings and shall also comply with all legal requirements imposed by law.

**IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.**

15. **Limitation on Foreclosure of Monetary Fines.** Monetary fines or penalties imposed by the Board in accordance with the Governing Documents may not be enforced by non-judicial foreclosure proceedings unless permitted by law.

16. **Payment Agreement.** The Mutual and its agent are obligated to accept partial payments on an Assessment account. The Board, in its sole discretion, may enter into a written payment agreement with the Owner for periodic partial payments on the balance of the Assessment account, in amounts and on a payment schedule agreed to by the Board, and in accordance with the standards for payment plans, if any exist. The agreement shall include payment of accruing Assessments, however late charges shall not accrue so long as the Unit Owner is complying with the terms of the agreement. The Mutual has no obligation to enter into such an agreement, and any agreement entered into with the Unit Owner shall be reasonable, as determined by the Board in its sole discretion, and for the sole purpose of assuring that the best interests of the Mutual are served. The payment agreement shall be in writing and a provision shall be included that failure to meet any term of the agreement shall give the Board the right to immediately continue the collection process without further notice to the Owner. The Mutual may record a lien to secure payment of delinquent Assessments even if a payment agreement is in place. The Board shall meet with the Owner in executive session within forty-five (45) days of the postmark of a written request for a payment agreement, if the request is mailed within fifteen (15) days of the date of the postmark of the Notice of Intent to Lien unless there is not regularly scheduled Board meeting within that period, in which case the Board may designate a committee of one or more members to meet with the Owner.

17. **Release of Lien.** A Release of Lien will not be recorded until the entire balance of the Unit Owner's assessment account is paid. All charges incurred in recording the Release, including reasonable attorney's fees, will be charged to the Owner's account. Upon satisfaction in full of the entire balance owed, the Mutual shall within twenty-one (21) days record or cause to be recorded a Release of Lien and provide the Owner with a copy of the Release of Lien.

18. **Dispute of Charges.** A Unit Owner may dispute the amount demanded by the Mutual by submitting to the Board a written explanation of the reasons for disputing the amount. A telephone call will not reserve any rights. State law also permits Unit Owners with Assessment disputes to request participation in the Mutual's "meet and confer" program (also known as "internal dispute resolution") or alternative dispute resolution. The Unit Owner should provide the following information regarding an Assessment dispute:

- (a) The Unit Owner's name, mailing address, and account number.
- (b) The exact dollar amount claimed to be in dispute or in error.
- (c) For each charge or payment in dispute, an explanation of the reasons the Owner believes there is an error, with sufficient detail such as dates, names and check numbers, so that the dispute may be investigated efficiently and effectively. If the Unit Owner does not know how the error was made, such statement may be made.
- (d) Copies of checks, letters or other documents referred to or claimed should accompany the written explanation.

19. **Payment Under Protest.** If an Owner disputes any charge or sum levied by the Mutual, including, but not limited to an Assessment, fine, penalty, late fee, or collection cost, and the amount in dispute does not exceed the jurisdictional limits of Small Claims Court, the Owner may, in addition to pursuing internal dispute resolution (also known as "meet and confer"), pay under protest the disputed amount and all other amounts levied, including any fees and reasonable costs of collection, reasonable attorney's fees, late charges, and interest, if any, and commence an action in Small Claims court against the Mutual. However, nothing in this Paragraph 19 shall impede the Mutual's ability to collect Assessments as provided under applicable law.

20. **Internal Dispute Resolution.** An Owner has the right to dispute the Assessment debt by submitting a written request for internal dispute resolution (also known as "meet and confer") pursuant to applicable law.

21. **Alternative Dispute Resolution.** An Owner has the right to request alternative dispute resolution (or "ADR") with a neutral third party pursuant to Civil Code section 5925 and following before the Association may initiate foreclosure proceedings against the Owner's Unit, except that binding arbitration shall not be available if the Association intends to initiate judicial foreclosure.

22. **Other Remedies.** The Mutual reserves the right to avail itself of any other remedy permitted by law and the Mutual's Governing Documents to collect Assessments and related costs and charges, including but not limited to bringing an action in Small Claims or Superior Court. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Mutual from electing at a later date to pursue another remedy.



23. **Secondary Addresses.** Owners may submit a secondary address to the Mutual for purposes of collection notices. Such information must be submitted in writing, signed by the Owner, and mailed to the Mutual in a manner that confirms receipt by the Mutual. After an Owner identifies a secondary address, the Mutual will send, in the manner prescribed by law, copies of any collection notices to the secondary address provided, in addition to the Unit Owner's primary address shown in the Mutual's records. An Owner may identify or change a secondary address at any time. If a secondary address is identified or changed during any collection process, the Mutual will only be required to send notices to the designated secondary address from the point that the Mutual receives the request.

24. **Address of the Mutual and the Board of Directors.** Owners should respond in writing or make payments to the address directed by the Mutual or its designated agent. If no address is given, correspondence and payments should be provided to the Mutual at the address set forth in the Mutual's annual policy statement.

25. **Dishonored Checks.** At any time that the Mutual or its agent receives a check dishonored by the bank for any reason, a charge of twenty-five dollars (\$25) shall be imposed. The Mutual may also seek damages in accordance with California Civil Code section 1719.

26. **Void Provisions.** If any provision of this Collection Policy is determined to be null and void, all other provisions of this Collection Policy shall remain in full force and effect.

*The foregoing Assessment Collection Policy was adopted by the Board of Directors of Walnut Creek Mutual No. Twenty-Eight at an open meeting of the Board held on October 26, 2022 following notice to the Members, the opportunity for Member comment, and Board consideration of the Members' comments, all as required by Civil Code section 4360.*

**WALNUT CREEK MUTUAL NO.  
TWENTY-EIGHT**

Date: October 31, 2022

By: Susan Hildreth  
Susan Hildreth, President



## **Appendix G**

### **City of Walnut Creek Second Hand Smoke Ordinance Summary**

#### **Smoking is prohibited in the following outdoor areas: (Effective October 31, 2013)**

- Throughout the downtown Pedestrian Retail District (Effective upon City Manager certification)
- All areas within 25' feet from 'Enclosed Places' (i.e. places of employment, public places, government buildings, multi-unit residences)
- All city-owned parks, trails and open space areas (Effective upon City Manager certification)
- Service Areas (i.e. any areas used to receive or wait for a service, including ticket lines and ATMs)
- All public events
- All outdoor dining areas

#### **In Multi-Unit Housing, smoking is prohibited (Effective January 29, 2014):**

- Within all existing multi-unit residential units
- On all balconies, patios, decks and carports
- All areas within 25' feet of Enclosed Areas (i.e. all multi-residential buildings, common areas, community centers and recreational areas)
- Designated smoking areas may be provided if they meet the above criteria

#### **Landlord Responsibilities**

- Notify all tenants of the new smoking restrictions within 60 days from adoption (November 30, 2013)
- Install 'No Smoking' signage at each point of ingress within 120 days from adoption (January 29, 2014)
- Include lease terms stating that smoking is a material breach of the lease, for all leases entered into or amended on or after January 29, 2014.

#### **Smoking is also prohibited:**

- In any indoor workplace or indoor area open to the public, with the exception of Tobacco Retail Shops with a private smoking lounge attached.

#### **In every building or other place where smoking is prohibited by law, the owner, operator or manager must:**

- Post "No smoking" signs with letters not less than one inch in height, and the international "No Smoking" symbol (consisting of a burning cigarette in a red circle with a red bar across it), in clear and conspicuous locations on every building or other place where smoking is restricted by law.

**Enforcement:**

- All violations can be reported to the City's no-smoking hotline number at (925) 256-3535, or via e-mail at [nosmoking@walnut-creek.org](mailto:nosmoking@walnut-creek.org). Inquiries and reports will be responded to within 24-hours.
- Initial violations will receive a warning notice and repeat violations may be subject to a citation and fee of \$100 for first violations, \$200 for second violations and \$500 for each violation thereafter

## Appendix H

Mutual Responsibility	Owner Responsibility
<b>Appliances Within Unit</b>	
	All appliances within units owner's responsibility
<b>Carpentry</b>	
<p>Repairs due to building movement</p> <p><u>N.B.</u> All buildings with cement slab floors are subject to a normal amount of expansion and retraction due to weather changes and the passage of time. This movement may cause cabinet doors to stick, closet doors to malfunction and walls to be less than plumb. This type of damage is considered normal wear and tear and the Mutual is not responsible for its repair or maintenance.</p> <p>Significant vertical or lateral building movement caused by foundation failure, ground movement or other similar extraordinary events, may cause damage that the Mutual would be responsible to repair. The Mutual will determine this on a case-by-case basis.</p>	<ul style="list-style-type: none"> <li>• Repair/adjust exterior doors, including front entrance doors</li> <li>• Repair/replace doorbell</li> <li>• Repair/replace weather stripping on exterior doors and windows</li> <li>• Repair/replace exterior door locks</li> <li>• Repair/replace interior doors and hardware</li> <li>• Repair/replace windows, window panes and screens</li> <li>• Repair/replace storm doors</li> <li>• Repair/replace sliding doors and screens</li> <li>• Repair/replace glass in shower doors</li> <li>• Repair/replace loose or broken interior base molding, casing, trim, etc.</li> <li>• Repair/replace floor covering</li> <li>• Repair/replace cabinets and components</li> <li>• Repair plaster cracks resulting from drying, shrinkage, etc.</li> <li>• Repair/replace unit components during remodel.</li> </ul>
<b>Electrical (Wiring and Components)</b>	
<ul style="list-style-type: none"> <li>• Replace exterior and interior circuit breaker panels</li> <li>• Repair/replace exterior duplex outlets, including carports</li> <li>• Repair, reset, tighten, or replace exterior and interior circuit breakers or electrical panels</li> <li>• Repair electrical wiring in walls and attic, including doorbell wiring (excluding repairs required to meet current building code standards during a owner's initiated alteration).</li> <li>• Repair and replace dryer vent caps</li> </ul>	<ul style="list-style-type: none"> <li>• Clean and replace bathroom fans, ducts, motor and/or heating elements</li> <li>• Repair/replace electrical cords and plugs (standard appliances)</li> <li>• Repair and replace dryer fans and vent lines inside the walls and attics</li> <li>• Replace interior wall switches or outlets</li> <li>• Repair exterior lighting fixtures controlled by an interior switch</li> <li>• Replace interior light bulbs, fluorescent tubes, and ballasts</li> <li>• Repair/replace cable tv wiring and telephone wiring from the user interface device (UID) into the unit.</li> </ul>

Mutual Responsibility	Owner Responsibility
<b>Heating, Ventilating and Air Conditioning Systems</b>	
Repair/replace duct systems in the attic spaces only if damaged during other Mutual-ordered repair or rehabilitation. Repair/replace concrete pads or HVAC units if damaged.	Air conditioners, furnaces and heat pumps are the owner's property; all cleaning, maintenance, adjustments, lubrication, repair and replacement are the owner's responsibility Repair/replace duct systems in the attic spaces.
<b>Landscaping in the Common Area</b>	
Maintenance of turf areas, ground cover, shrubs, trees, irrigation system and surface drainage	Pruning, trimming or removal of any plants, bushes or trees located within enclosed patios.  Tree pruning, trimming or removal at request of and for sole benefit of a resident. Requires approval of the Board, affected neighbors and, if required, City of Walnut Creek
<b>Painting</b>	
<ul style="list-style-type: none"> <li>Exterior surfaces of buildings</li> <li>Outside surface of original exterior doors</li> <li>Exterior shells of air conditioning and heat pump units if damaged</li> <li>Interior surfaces of manor damaged by rain leaks in structural components that the mutual maintains, e.g., roofs</li> <li>Interior surfaces of manor damaged by building movement</li> </ul>	<ul style="list-style-type: none"> <li>Inside surface of exterior doors</li> <li>Interior surfaces of manor</li> <li>Exterior of replacement doors</li> </ul> <u>Note:</u> <ul style="list-style-type: none"> <li>Mutual dictates color palette for exterior surfaces of buildings, including trim and doors</li> <li>Patio fences will not be painted</li> </ul>
<b>Pest Control (Including Termites)</b>	
<ul style="list-style-type: none"> <li>Interior of buildings to control rodents, ants and other insects</li> <li>Exterior of buildings, in walls and attics, includes control of weeds, plant diseases, rodents, ants and other insects</li> <li>Inspection and treatment for wood-eating insects</li> </ul>	

Mutual Responsibility	Owner Responsibility
<b>Plumbing</b>	
<ul style="list-style-type: none"> <li>• Repair leaks or remove stoppages within the wall or attic before the pipe penetrates the surface of the interior wall</li> <li>• Repair/replace outside faucets</li> <li>• Adjust building water pressure regulator</li> <li>• Remove debris from water supply lines, valves and aerators</li> <li>• Install relief valves ("beehives") in waste line</li> </ul>	<ul style="list-style-type: none"> <li>• Repair leaks or clear stoppages inside the manor from the point where the pipe leaves the drywall and enters the room</li> <li>• Repair/replace/adjust toilet seats, tank, bowl, valves, etc.</li> <li>• Repair/replace cracked, crazed, chipped or rusted sinks/basins/tubs/shower pans</li> <li>• Repair/replace traps, pipes, faucets, baskets, seals, etc.</li> <li>• Repair/replace/clean bathtub and sink stoppers or components</li> <li>• Repair/replace kitchen sink, soap dispenser or components</li> <li>• Re-caulk/re-grout bathtub/sink/shower door frames, tracks and kitchen counters.</li> <li>• Repair/replace water filters. Repair/replace any resident replacement done during remodel</li> </ul>
<b>Roof</b>	
<ul style="list-style-type: none"> <li>• Replacement and repair of roofs</li> <li>• Replacement and repair of gutters and downspouts, except those on alterations for which resident has retained [maintenance] responsibility</li> </ul>	<ul style="list-style-type: none"> <li>• Replacement and repair of alteration roofs, gutters and downspouts for which the resident has retained [maintenance] responsibility</li> </ul>

# **APPENDIX I**

## **SOLAR ENERGY POLICY**

**Pages 1-18**

This Appendix sets forth the Solar Energy Policy ("Solar Policy") for Walnut Creek Mutual Twenty-Eight (the "Mutual") regarding any photovoltaic solar collectors and other solar energy devices and systems whose primary purpose is to provide for the collection, storage and distribution of solar energy into the structural and electrical systems of a Unit (collectively, "Solar Energy System"). It includes the Mutual's rules for the application, installation, use, maintenance, repair, replacement and removal (if necessary) of Solar Energy System in the Walnut Creek Mutual Twenty-Eight condominium project ("Project").

When adopted by the Board, this Solar Policy will become part of the Mutual's Policies which constitute "operating rules," as that term is defined in Civil Code section 4340(a) and the Declaration.

It is the intent of this Solar Policy to comply with all laws and regulations, both state and federal, and in particular, Public Resource Code section 25982 and Civil Code sections 714,714.1 (as amended), and 4746. In the event of any conflict between any provision of this Solar Policy and any applicable statute, the terms of that statute shall prevail and supersede any contrary provision in this Solar Policy.

### **1. DEFINITIONS.**

All capitalized terms that are not otherwise defined in this Solar Policy shall have the meanings ascribed to them in the Amended Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. Twenty-Eight, recorded on January 23, 2003 in the Office of the County Recorder of Contra Costa County, California, as Document No. 2003-0033793-00, and as may be amended from time to time (the "Declaration").

### **2. INTRODUCTION.**

Because the Project is a "condominium project," as that term is defined in Civil Code section 4125, each Owner has fee simple title to his or her individual Unit as well as an undivided fractional interest in all of the Common Area of the Mutual. The Mutual is required by the Declaration to maintain, repair and replace the roofs in the Project, including condominium roofs and the roofs of the assigned carports. It is the intent of this Solar Policy to recognize the respective ownership rights of the Owners and to enable the Mutual to perform its exterior maintenance, repair and replacement obligations. As a result, the rights of individuals to install a Solar Energy System on the roof of their condominium unit or assigned carport must be limited to the extent necessary to not infringe upon neighboring Owners' property rights and to enable the Mutual to perform its maintenance, repair and replacement obligations. Pursuant to the Davis-Stirling Act, authorized potential locations for solar energy systems are the roof of the building in which the applicant resides, or on their assigned carport roof. There is no right to install solar energy systems on any other portion of the Common Area.

### 3. **INSTALLATION.**

(a) The installation of a Solar Energy System is subject to the provisions of (i) Article 9 of the Declaration entitled "Architectural and Landscape Control," (ii) this Solar Policy, and (iii) the Mutual's other Policies including, but not limited to, the Mutual's Policy entitled "Alterations" (the "Alterations Policy"). As such, and as required by the Declaration, an Owner wishing to install a Solar Energy System on the roof of their condominium unit or assigned carport is required to submit an Alteration Package to the Mutual's Board in care of Mutual Operations Division (MOD) Alterations Department.

(b) The following documents/information must be included in an Owner's Alteration Package to install a Solar Energy System on the roof of their Unit or assigned carport:

- (1) Completed and executed Alteration Application and Alteration Agreement.
- (2) All applicable permits, approvals and authorizations from the City of Walnut Creek Building Department.
- (3) The name and license of the contractor knowledgeable in the installation of Solar Energy Systems hired to install the Solar Energy System and name of contractor's registered salesperson knowledgeable in the installation of Solar Energy Systems (collectively, the "Installer").
- (4) Plans and specifications prepared by the Installer, which include the following: (i) where the Solar Energy System will be located, (ii) the visibility of the Solar Energy System from areas open to public access (e.g., streets, Common Area, Exclusive Use Common Area and neighboring Units), (iii) manufacturer literature for all Solar Energy System components including technical specifications and dimensions (i.e., brand, manufacturer, model number, nature, kind, shape, color, height, width, weight, materials, etc.), and (iv) structural requirements, as well as photographs depicting the panels and equipment to be installed. The plans and specifications shall be to scale showing the physical plan of the building and the locations of existing roof vents, skylights, solar tubes, air conditioning/heat pumps, etc., and the space needed for each of these items to function without obstruction.
- (5) Solar site survey prepared by Installer pursuant to Civil Code section 4746, which contains the following information: (i) a determination of total usable area of the roof on which the Solar Energy System will be installed; (ii) a determination of the maximum number of Solar Energy Systems which can be installed on the roof; (iii) a determination of the equitable allocation of the total usable area of the roof among all Owners sharing the same roof; and (iv) a determination of Owner's proportional allocated roof area on the roof.

- (6) Copies of all permits, authorizations and approvals from municipalities or other jurisdictions
- (7) The Neighbor Contact Form, attached hereto as Exhibit A, which shall provide proof of written notification by Owner to all owners sharing the same roof of the Alteration Application to install the Solar Energy System by completing and including any written objections or comments by an affected Owner regarding the Alteration Application. No Alteration Application may be denied because of objections by an affected Owner. However, objections may be referred to the Mutual's legal counsel or used in establishing reasonable restrictions on the installation. A copy of the solar site survey and the plans depicting how the Solar Energy System will be mounted shall be attached to the Neighbor Contact Form.
- (8) An acknowledgement satisfactory to the Mutual that the Owner will procure a homeowner liability insurance policy with limits of at least One Million Dollars (\$1,000,000) within fourteen (14) days of the approval of the Alteration Package and annually thereafter. Additionally, satisfactory evidence to the Mutual that the Mutual is named as additional insureds under such policy with a right of notice of cancellation.
- (9) Completed and executed Solar Energy System Installation, Maintenance and Indemnification Agreement, in substantially the form attached hereto as Exhibit B ("Indemnification Agreement"), wherein Owner agrees, among other things, to comply with this Solar Policy and indemnify the Mutual, and its officers, directors, employees, and members from and against all claims, allegations, litigation, arbitration or judgments resulting in whole or in part from the installation, maintenance, use, repair, replacement, removal and reinstallation of the Solar Energy System.
- (c) The Alteration Package must be submitted to the Mutual's Board at least fourteen (14) days before the Mutual's next scheduled Board meeting.
- (d) Owner must receive written notice of Board approval PRIOR to installation of any Solar Energy System.
- (e) Owners are responsible for confirming receipt by the Board of their Alteration Package, supporting documentation, and any other information requested by the Mutual's Board and the ACC.
- (f) Except as modified by law, all provisions of Article 9 of the Declaration and applicable Mutual Policies, including the Alterations Policy, shall apply to the installation of Solar Energy Systems.



#### **4. MUTUAL'S RIGHT TO RETAIN CONSULTANT.**

In reviewing any Alteration Package for the installation of a Solar Energy System, the Mutual retains the right to have its own solar site survey prepared at Owner's expense. The Mutual also retains the right to hire a consultant, at Owner's expense, to review all information and documentation provided by Owner including, but not limited to, the solar site survey and the plans and specifications as set forth in Paragraph 3 above.

#### **5. LEASING OF SOLAR ENERGY SYSTEMS.**

In the event that the Owner is leasing any or all of the Solar Energy System from a third party (rather than purchasing it outright) for installation on the roof of their condominium unit or assigned carport, the Mutual will not be a party to the lease and will not be responsible for maintaining or reinstalling the Solar Energy System in the event that the lease requires such things. In addition, Owner agrees to include a provision in the lease with the third party that the Mutual shall not be responsible for any damages or losses resulting from the Mutual removing the Solar Energy System to enable the Mutual to meet its maintenance, repair and/or replacement obligations as imposed by the Declaration and/or California law. Owner agrees to reimburse the Mutual for the costs incurred for any legal action, including any attorneys' fees and costs, to enforce the provisions of this paragraph.

#### **6. AVAILABILITY OF SPACE.**

Owner's installation of a Solar Energy System on the roof of their Unit or assigned carport will be based on the equitable apportionment of available roof space among all Owners sharing the same roof. When the first alteration application to install a Solar Energy System is submitted for each building in the Project, the Mutual's goal will be to assure fair distribution of usable roof space for all Owners sharing the same roof based on the following criteria and constraints: (i) the availability of usable roof space as determined by the solar site survey; (ii) the roof plans and specifications; (iii) the walkways for the maintenance of existing roof equipment, vents, skylights, air conditioning/heat pumps, and gutters; (iv) walkways deemed necessary by the Walnut Creek Fire Department; (v) the number of roof plots (with the same square footage) equal to the number of Units in the building; and (vi) any other criteria or constraints set forth in the solar site survey or roof plans and specifications. The solar site survey and roof plan submitted with the first Alteration Application shall be used to identify a roof plot for future Owners to install a Solar Energy System on the same roof. Owner shall be entitled to identify one unused roof plot for the installation of the Solar Energy System on a first-come, first-served basis. Owner may only install a Solar Energy System on the roof of their Unit or assigned carport. Owner acknowledges that the resulting allocation of roof space may not be able to fully accommodate the solar generation needs of the Owner.

#### **7. APPROVAL GUIDELINES.**

The Mutual may impose reasonable restrictions on the installation of Solar Energy Systems. "Reasonable restrictions" are defined as those that do not significantly increase the cost of the Solar Energy System or significantly decrease its efficiency. "Significantly" means an amount exceeding ten percent (10%) of the cost of the Solar Energy System or decreasing the efficiency of the Solar

Energy System by an amount exceeding ten percent (10%), as originally specified and proposed. For photovoltaic systems that comply with state and federal law, a significant or unreasonable restriction is one that results in an increased cost to the Solar Energy System as originally proposed of over \$1,000 or a decrease in the Solar Energy System's efficiency in an amount exceeding ten percent (10%) as originally specified and proposed.

## **8. DECISIONS IN WRITING.**

Any decision 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 and a description of the procedure for reconsideration of the decision. 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 ACC shall be deemed approved, unless that delay is a result of a reasonable request for additional information.

## **9. INSTALLATION CONDITIONS.**

(a) An Owner may not install a Solar Energy System on his or her own. Installation shall be by a qualified, licensed, and properly insured contractor knowledgeable about installation of Solar Energy Systems or the contractor's registered salesperson knowledgeable in the installation of Solar Energy Systems. Prior to installation, Owner shall provide an acknowledgement satisfactory to the Mutual that the contractor or the contractor's registered salesperson have 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 \$1,000,000.00, which does not exclude work done at multi-unit projects or condominium developments. Owner shall also provide copies of certificates of insurance for the above policies and endorsements which name the Mutual as an additional insured under such policies and include a waiver of subrogation clause in favor of the Mutual.

(b) All installations must be limited to the flat portions of the roof of the Unit or the roof of the assigned carport.

(c) All installations must be in accordance with the manufacturer's installation specifications and instructions.

(d) All installations must only utilize the components of the Solar Energy System agreed upon by the Mutual to maintain uniformity of all installations in the Mutual. These components include, but are not limited to, (i) non-glare, black solar panels and black frames; (ii) adherence to the distributive solar generating allotment of roof space for the roof as plotted in the solar site survey; and (iii) the installed Solar Energy System must operate at less than 50 decibels.

(e) All installations shall be done in accordance with applicable city, state and federal building, fire, electrical and related statutes, codes and regulations including, but not limited

to, City of Walnut Creek Development Review Services Information Bulletin No. 1B-025 entitled "Submittal Requirements for Photovoltaic Array Systems or Alternative Energy Systems," as amended from time to time.

(f) All installations on Durolast surfaces must be contracted with a Durolast certified roofing company (preferably the company that installed the roof) to reseal the penetrations and recertify the roof warranty before the completion of the installation.

(g) All visible ancillary components including, but not limited to, the conduits, supports, tubing, piping and related materials shall be installed so as to be minimally visible and blend into the material to which they are mounted or placed. When not unreasonable to do so, the Solar Energy System shall be painted and colored to blend into the background onto which it is mounted or placed to the greatest extent possible unless such painting or color blending would void a manufacturer's warranty. Panels must be located entirely within a boundary defined by the roof eaves and the roof peaks. Visibility of the underside of the panels shall be minimized from the Common Area. Visibility of any plumbing, wiring, or auxiliary equipment should also be minimized.

(h) All portions of a Solar Energy System shall be secured in a manner that does not jeopardize the safety or soundness of any structure or the safety of any person within the Project.

(i) There shall be no penetrations into building structures including, but not limited to, walls, ceilings, floors, windows, and roofs, with the following exceptions: (i) any penetrations for wiring, piping or anchoring for a Solar Energy System shall be properly sealed and waterproofed in accordance with industry standards and applicable building codes in order to prevent moisture penetration, resulting structural damage, pest infestations, or loss of warranty, or (ii) any penetrations for installations on Durolast surfaces, a Durolast certified roofing company

(j) To ensure the safety of individuals and allow safe access to the Mutual, Solar Energy Systems shall not obstruct access to or from any Unit, walkway, ingress or egress into any area of the Mutual in order to ensure the safety of individuals and allow safe access to the Mutual.

(k) The installing Owner must obtain all necessary permits, authorizations, and approvals from local regulating agencies and provide copies thereof to the Mutual. A copy of the final City inspection must also be provided to the Mutual.

(l) 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.

(m) A Solar Energy System 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™) and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

(n) All installations of Solar Energy Systems shall be completed so as not to (i) materially harm or damage Common Area, the Exclusive Use Common Area, or any other individual Unit; (ii) void any warranties held by the Mutual or other Owners, including the roof warranty; and/or (iii) impair the integrity of any building or structure.

(o) In approving the installation of any Solar Energy System, the Mutual is entitled to rely upon the representation of the Owner and/or his or her contractor that the Solar Energy System fully complies with the safety criteria set forth in this Solar Policy. Should the Mutual later determine that the equipment is not in conformance with such criteria, the Mutual may require the Owner, at his or her sole cost and expense, to remove the Solar Energy System or modify it so that it is in compliance with such criteria.

#### **10. SOLAR SHADE CONTROL.**

The Mutual must take into account the effect on Solar Energy Systems (also referred to as “solar collectors”) that may result from shade created by trees or shrubs within the boundaries of the Mutual. The Mutual will be guided by the principal of “first in time is first in right.” If a tree or shrub was planted before the Solar Energy System was installed, the tree or shrub may grow without regard to its effect on the Solar Energy System. The Mutual will not be required to prune, or allow pruning, of trees and/or shrubs which were planted before the Solar Energy System was installed. However, trees or shrubs planted after 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 surface at any one time between the hours of 10:00 a.m. and 2:00 p.m. local standard time (Public Resources Code section 25982). Pruning needs shall be dictated and determined by the Mutual’s landscape or tree experts.

#### **11. INSTALLATION PERIOD.**

Once work on the approved Solar Energy System has started, all work must be completed within a reasonable period of time, weather permitting (i.e., no later than ninety (90) days after approval), and must not be a safety hazard to residents, guests, neighboring Units, the Common Area, and/or the Exclusive Use Common Area (e.g., location of supplies or tools used for the installation). In the event that the Owner fails to commence work on an approved Solar Energy System within six (6) months of approval, the approval shall be deemed revoked, and the Owner must submit a new Alteration Package for the installation of a Solar Energy System.

#### **12. INSPECTION.**

The Mutual may inspect a Solar Energy System at any time to ensure compliance with the provisions of this Solar Policy and the Alteration Package, as approved. Owner shall be responsible for reimbursing the Mutual for any costs incurred by the Mutual in having the Solar Energy System inspected. If the Mutual determines that the installation is not in accordance with the provisions of the Declaration, the Alterations Policy, this Solar Policy and/or the approved Alteration Package, the

Mutual may require the Owner, at the Owner's expense, to remove or otherwise modify the Solar Energy System to comply with the provisions of this Solar Policy and/or the approved Alteration Package.

### **13. OWNER RESPONSIBILITIES.**

Owner and each successive Owner of the Solar Energy System shall be responsible for all of the following:

- (a) Maintaining the Solar Energy System in good condition and repair;
- (b) All costs to repair or replace any damage to the Solar Energy System, the Common Area, the Exclusive Use Common Area, the Unit (if applicable), and/or other Units resulting from the installation, maintenance, use, repair, removal, replacement or reinstallation of the Solar Energy System;
- (c) All costs for the installation, maintenance, use, repair, removal, replacement or reinstallation of the Solar Energy System until it has been permanently removed and for the restoration of the Common Area, the Exclusive Use Common Area, the Unit (if applicable), and/or any other Units to their original condition after the permanent removal of the Solar Energy System;
- (d) Correcting any Solar Energy System safety hazards;
- (e) Painting or replacing the visible components of the Solar Energy System including, but not limited to, conduits and supports when deterioration occurs;
- (f) Recertifying of the roof warranty any time the Solar Energy System is removed, reinstalled or moved; and
- (g) Disclosing to prospective buyers the existence of the Solar Energy System and the related responsibilities that said buyer will assume pursuant to this Solar Policy and applicable law.

### **14. MUTUAL LIABILITY.**

The Mutual is not responsible for any accidents or incidents which may occur during installation, maintenance, use, repair, replacement, removal or reinstallation of the Solar Energy System. Additionally, the Mutual is not responsible for the installation, maintenance, use, repair, replacement, removal, and/or reinstallation of any Solar Energy System. The Mutual is also not responsible for possible glare from the Solar Energy System for nuisance under the Declaration or California law.

## **15. OWNER LIABILITY.**

Owner shall be liable for any injury to persons or property arising from the installation, maintenance, use or removal of the Solar Energy System. The Owner assumes all responsibility for any and all damage to his or her Unit, other Units, Exclusive Use Common Area, and/or Common Area, and any other property damage and/or personal injury resulting from the installation, maintenance, service or removal of the Solar Energy System including, but not limited to, roof leaks and damage caused by roof leaks which are the result of the installation, service or removal of the Solar Energy System. The Mutual may recover from the Owner any expenses it incurs in connection with any violation of this Solar Policy, in any manner provided by law or permitted by the Declaration, Mutual Policies, and Mutual Bylaws including, without limitation, imposition of a Reimbursement Assessment, as provided in Section 6.7 of the Declaration, against the Owner and his or her Unit to reimburse the Mutual for costs incurred, provided the Owner's liability has been established after notice to the Owner and the opportunity for a hearing in accordance with the Governing Documents.

## **16. MUTUAL'S INCREASED MAINTENANCE COSTS.**

Owners 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.

## **17. IMPROPER INSTALLATION.**

If a Solar Energy System is improperly installed, the Owner shall be responsible for any costs associated with correcting the installation or relocating the Solar Energy System to another location.

## **18. OWNER'S MAINTENANCE OBLIGATIONS.**

Owner agrees to regularly maintain the Solar Energy System in good condition and repair. Should Owner fail to maintain the Solar Energy System in good condition and repair, the Mutual may remove the Solar Energy System at the Owner's expense. Unless there is an emergency, the Mutual shall provide the Owner with at least fifteen (15) days advance written notice. The Mutual shall not be responsible for any damage to the Solar Energy System or loss of use due to removal of the Solar Energy System. If the Mutual must remove the Solar Energy System, the Mutual may levy a Reimbursement Assessment, as provided in Section 6.7 of the Declaration, to reimburse the Mutual for costs incurred in removing the Solar Energy System, after giving the Owner notice and an opportunity for a hearing in accordance with the Governing Documents. If the Mutual must remove the Solar Energy System, the Mutual shall not be responsible for replacing or reinstalling it. Reinstallation of the Solar Energy System shall be at the Owner's sole cost and expense and shall be in compliance with the Declaration, this Solar Policy, and any other Mutual Policies, including the Alterations Policy.

## **19. MUTUAL'S MAINTENANCE OBLIGATIONS.**

Owner shall be required to remove the Solar Energy System, at his or her own cost or expense, if necessary to enable the Mutual to meet its maintenance, repair and/or replacement obligations as imposed by the Declaration and/or California law. Should an Owner fail to remove the Solar Energy System upon the Mutual's request, the Mutual may remove the Solar Energy System at the Owner's expense. Unless there is an emergency, the Mutual shall provide the Owner with at least thirty (30) days advance written notice. The Mutual shall not be responsible for any damage to the Solar Energy System or loss of use due to removal of the Solar Energy System. If the Mutual must remove the Solar Energy System, the Mutual may levy a Reimbursement Assessment, as provided in Section 6.7 of the Declaration, to reimburse the Mutual for costs incurred in removing the Solar Energy System, after giving the Owner notice and an opportunity for a hearing in accordance with the Governing Documents. If the Mutual must remove the Solar Energy System, the Mutual shall not be responsible for any damage caused to the Solar Energy System. The Mutual shall also not be responsible for replacing or reinstalling the Solar Energy System caused by such removal. Reinstallation of the Solar Energy System shall be at the Owner's sole cost and expense and shall be in compliance with the Declaration, this Solar Policy, and any other Mutual Policies, including the Alterations Policy.

## **20. REMOVAL OF SOLAR ENERGY SYSTEM.**

The sale or removal of a Solar Energy System must be approved by the Mutual and all costs relating to the sale or removal of the Solar Energy System and restoration of the surrounding area shall be the sole responsibility of the Owner. Prior to selling or removing a Solar Energy System, Owner shall submit an Alteration Package in accordance with the Alteration Policy and include the following additional information: (i) obtain a Mutual Alteration Permit and a Walnut Creek city permit; (ii) seal any penetration points with roof tile and, where applicable, paintable sealant, then paint to match adjacent surfaces; (iii) patch any and all holes in interior Units and all other exterior penetrations where solar panel appurtenances were installed; (iv) remove roofing and plywood in areas previously covered by the Solar Energy System and install a new roofing system matching the pre-existing roofing design and roof tile where applicable if the Board deems it necessary; and (v) submit a recertification of the Durolast surface from the Durolast manufacturer if the Solar Energy System is removed from a Durolast surface.

## **21. RESALE OR TRANSFER OF OWNER'S UNIT.**

Upon resale or transfer of Owner's interest in his or her condominium unit which has a permitted Solar Energy System, the buyer or transferee (as the case may be) shall agree in writing to assume all of the Owner's duties and responsibilities as outlined in this Solar Policy. The buyer's or transferee's written assumption of duties and responsibilities shall be in a form acceptable to the Mutual and executed by all of the parties before escrow can close and the transfer of the ownership can be legally completed. This written assumption of duties and responsibilities may be recorded with the county. If a buyer or a transferee does not agree in writing to assume responsibility for the Solar Energy System, the Owner must, prior to the close of escrow, either (i) sell the Solar Energy System to an owner sharing the same roof; or (ii) remove the Solar Energy System and restore the area where the Solar System had been located. If the Owner decides to remove the Solar Energy

System and restore the area where the Solar System had been located, Owner must comply with the requirements set forth in Paragraph 20 above.

**22. INOPERABLE SYSTEM/EQUIPMENT.**

If a Solar Energy System becomes inoperable, either by damage or termination of service, the Solar Energy System must be removed from the structure within twenty (20) days after receiving written notice from the Mutual and any and all damage to the Common Area, the Exclusive Use Common Area, the Unit and/or other Units (if applicable) repaired at the Owner's expense.

**23. REIMBURSEMENT.**

The Mutual may recover from the Owner any expenses it incurs in connection with any violation of this Solar Policy, in any manner provided by law or permitted by the Declaration, including, without limitation, imposition of a Reimbursement Assessment, as authorized by Section 6.7 of the Declaration, against the Owner and his or her Unit to reimburse the Mutual for costs incurred, provided Owner's liability has been established after giving the Owner notice and an opportunity for a hearing in accordance with the Governing Documents and California law

**24. FAILURE TO COMPLY WITH THIS SOLAR POLICY AND OTHER GOVERNING DOCUMENTS.**

An Owner's failure to comply with this Solar Policy and/or any other Governing Documents including, but not limited, to the Declaration and other Mutual Policies, shall be subject to enforcement by the Mutual's Board pursuant to the Governing Documents and applicable California law.

*The foregoing Solar Energy Policy was adopted by the Mutual's Board of Directors at an open meeting of the Board held on October 23, 2019, following notice to the Members, the opportunity for Member comment, and Board consideration of the Members' comments, all as required by Civil Code section 4360.*

WALNUT CREEK MUTUAL NO. TWENTY-EIGHT

Date: October 23, 2019

Richard Saillard  
President

Adopted: October 23, 2019



## EXHIBIT A

### NEIGHBOR CONTACT FORM

*UNDERTAKEN BY:*

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_ Unit # \_\_\_\_\_

Walnut Creek, California 94595

Alteration Permit Number: \_\_\_\_\_

As described in the Solar Policy for Solar Energy Systems, owners wishing to install a Solar Energy System on the roof of the building of their condominium unit or assigned carport must notify each owner sharing the same roof of their intentions to install the Solar Energy System. Please document each contact made and provide the following information.

	Date of Contact	Owner Name	Address	Comments
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

## EXHIBIT B

### SOLAR ENERGY SYSTEM INSTALLATION, MAINTENANCE AND INDEMNITY AGREEMENT

RECORDING REQUESTED BY,  
AND WHEN RECORDED, MAIL TO:

Walnut Creek Mutual No. Twenty-Eight  
c/o Hughes Gill Cochrane Tinetti, P.C.  
Attn: Melissa B. Ward, Esq.  
2820 Shadelands Drive, Suite 160  
Walnut Creek, CA 94598

APN: \_\_\_\_\_

(Space Above for Recorder's Use)

#### Solar Energy System Installation, Maintenance and Indemnification Agreement

This Solar Energy System Installation, Maintenance and Indemnification Agreement ("Agreement") dated \_\_\_\_\_, \_\_\_\_\_ ("Effective Date") is entered into by and between Walnut Creek Mutual No. Twenty-Eight ("Mutual") and \_\_\_\_\_ ("Owner" OR if more than one Owner then, collectively, "Owners"), who may hereafter collectively be referred to as the "Parties." For valuable consideration, the receipt of which is hereby affirmed, the Parties agree as follows:

1. Owner is the record owner of the property commonly known as \_\_\_\_\_ [insert address], Walnut Creek, California ("Unit").
2. The Unit is located within the Walnut Creek Mutual No. Twenty-Eight condominium project in the City of Walnut Creek, County of Contra Costa, and State of California ("Project") and is more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference.
3. Owner, the Unit, and the Project are subject to the Mutual's Amended Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. Twenty-Eight ("Declaration") recorded on January 23, 2003, as Document No. 2003-0033793-00, and its duly adopted Bylaws, policies and guidelines.
4. Owner has requested permission from the Mutual to install a Solar Energy System (as that term is defined in the Association's Solar Energy Rules) in the following location \_\_\_\_\_ [insert description]. The Mutual has adopted a Solar Energy Policy ("Solar Policy") in compliance with *Public Resource Code* section 25982, *Civil Code* section 714, *Civil Code* section 714.1, and *Civil Code* section 4746, which impose reasonable conditions for the approval of such applications.
5. This Agreement shall be binding upon the Owner and all successor owners of the Unit, and shall put all potential and successor owners of the Unit on notice of the terms and obligations imposed herein.
6. Owner shall comply with all requirements of the Association's governing documents including, but not limited to, the Declaration, the Solar Policy, and other Mutual Policies.
7. Owner shall comply with all applicable governmental laws, regulations and procedures, and shall obtain all required City of Walnut Creek permits and authorizations before installing the Solar Energy System. The Solar Energy System shall meet all applicable governmental and industry safety standards and local permitting requirements.

8. Installation of the Solar Energy System shall be performed by a licensed contractor or the contractor's registered salesperson knowledgeable in the installation of Solar Energy Systems meeting all the requirements set forth in the Association's written approval of Owner's request for permission to install a Solar Energy System and otherwise imposed by the Association.

9. Owner shall be responsible, at Owner's sole cost and expense, for maintaining the Solar Energy System in good condition and repair. Should an Owner fail to maintain the Solar Energy System in good condition and repair, the Mutual may remove the Solar Energy System immediately in the event of an emergency or, if not an emergency, after giving the Owner notice and an opportunity for a hearing in accordance with the Association's governing documents, at the Owner's expense. The Mutual shall not be responsible for any damage to the Solar Energy System or loss of use due to removal of the Solar Energy System. If the Mutual must remove the Solar Energy System, the Mutual may levy a Reimbursement Assessment, as authorized by the Declaration, to reimburse the Mutual for costs incurred in removing the Solar Energy System, after giving the Owner notice and an opportunity for a hearing in accordance with the Association's governing documents. If the Mutual must remove the Solar Energy System, the Mutual shall not be responsible for replacing or reinstalling it. Reinstallation of the Solar Energy System shall be at the Owner's sole cost and expense and may require a new application.

10. Owner shall be responsible, at Owner's sole cost and expense, to maintain a homeowners' liability insurance policy providing One Million Dollars (\$1,000,000) in coverage, which names the Mutual as an additional insured under the policy with a right to notice of cancellation.

11. Owner shall be responsible for all costs to repair any damage to the Unit, the Common Area, the Exclusive Use Common Area and/or any other property damage and/or personal injury resulting from the installation, maintenance, repair, replacement, use, removal and/or reinstallation of the Solar Energy System including, but not limited to, roof leaks and damage caused by roof leaks which are the result of the installation, maintenance, repair, replacement, use, removal and/or reinstallation of the Solar Energy System.

12. Owner shall be responsible for all costs for the installation, maintenance, use, repair, removal, replacement and/or reinstallation of the Solar Energy System until it has been permanently removed and for the restoration of the Common Area, the Exclusive Use Common Area, the Unit, and/or other Units after the permanent removal of the Solar Energy System.

13. Owner shall remove the Solar Energy System at Owner's sole cost and expense if necessary to enable the Mutual to meet its maintenance obligations imposed by the Declaration. Should an Owner fail to remove the Solar Energy System, the Mutual may remove the Solar Energy System immediately in the event of an emergency or, if not an emergency, after giving the Owner notice and an opportunity for a hearing in accordance with the Association's governing documents, at the Owner's expense. The Mutual shall not be responsible for any damage to the Solar Energy System or loss of use due to removal of the Solar Energy System. If the Mutual must remove the Solar Energy System, the Mutual may levy a Reimbursement Assessment, as authorized by the Declaration, to reimburse the Mutual for costs incurred in removing the Solar Energy System, after giving the Owner notice and an opportunity for a hearing in accordance with the Association's governing documents. If the Mutual must remove the Solar Energy System, the Mutual shall not be responsible for replacing or reinstalling it. Reinstallation of the Solar Energy System shall be at Owner's sole cost and expense and may require a new application.

14. The Mutual shall not be responsible for any accidents or incidents which may occur during installation, maintenance, repair, replacement, use, removal and/or reinstallation of the Solar Energy System. Additionally, the Mutual shall not be responsible for the installation, maintenance, repair, replacement, use, removal and/or reinstallation of the Solar Energy System.

15. Owner agrees to indemnify and hold harmless the Mutual, its members, officers, directors, managing agents, and employees, from and against all losses, claims, expenses, causes of action, costs, demands, damages, expenses, judgment or liabilities, arising out of or relating in any way to the installation, maintenance, repair, replacement, use, removal and/or reinstallation of the Solar Energy System. Owner further agrees to indemnify and hold harmless the Mutual for any economic damage the Mutual suffers, including the voiding of any roof warranty, as a result of the installation, maintenance, repair, replacement, use, removal and/or reinstallation of the Solar Energy System.

16. The Mutual may recover from Owner any expenses it incurs in connection with any violation of the Solar Policy, in any manner provided by law or permitted by the Declaration, Solar Policy, or Mutual Policies including, without limitation, imposition of a Reimbursement Assessment against Owner and his or her Unit to reimburse the Mutual for costs incurred, provided Owner's liability has been established after notice to the Owner and the opportunity for a hearing in accordance with the Mutual's governing documents.

17. 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.

18. This Agreement and the covenants contained herein shall run with the land and shall be binding on and inure to the benefit of the Parties and their successors-in-interest, including any future owners, purchasers and transferees of the Unit.

19. This Agreement may be executed in counterparts by the Parties hereto and shall be effective when all Parties have executed the Agreement. Each counterpart will constitute an original.

20. The Parties agree that this Agreement may be recorded in the Official Records of the County of Contra Costa, State of California, and further agree to take such further actions and execute such additional documents as are reasonably necessary to effectuate recording of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE.

**MUTUAL:**

Walnut Creek Mutual No. Twenty-Eight

By: \_\_\_\_\_

[insert name here]

Its: \_\_\_\_\_

[insert title here]

**OWNER(S):**

\_\_\_\_\_  
Owner Name: [insert name here]

\_\_\_\_\_  
Owner Name: [insert name here]

**EXHIBIT "A"**

Legal Description

*[insert legal description of the Unit]*

## 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 \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared, \_\_\_\_\_, 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)

## 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 \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared, \_\_\_\_\_, 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)