

WALNUT CREEK MUTUAL TWENTY-NINE

STATEMENT OF POLICIES

Revised and Adopted March 16, 2009;
December 21, 2009; March 15, 2010;
September 9, 2014; June 20, 2016

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STATEMENT OF POLICIES

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, 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. 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 familialstatus.

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I PREFACE

These policies are furnished to owners, residents and lessees to provide a description of the rules and regulations established by Walnut Creek Mutual No. Twenty-nine (Mutual or M-29). Members will be given 30 days advance written notice of the Board's intent to change or adopt a rule at an open meeting of the Board. The Board may adopt a proposed rule change after careful consideration of any comment by the members.

These policies are not all-inclusive, and if they conflict with the Articles of Incorporation, Bylaws and/or Amended Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. Twenty-Nine (CC&R), the latter takes precedence.

II POLICIES

This Policy Revision and the CC&R supersedes all previous policies, addendums, appendices and resolutions.

Walnut Creek Mutual No. Twenty-Nine

If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, 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. 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.

III ADMINISTRATION

DEFINITIONS

Alteration: Any change made by an owner to the interior of the unit or to a component in the common area or exclusive use common area. The Architectural Control Committee (consists of the M-29 Board of Directors) must approve alterations.

Amended Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual NO. Twenty-Nine (CC&R): Creates a Common Interest Development (CID), which couples a separate interest with an interest in the common area. The declaration, a condominium plan and a parcel map are recorded with Contra Costa County.

Common Area: "Common Area" shall mean all of the real property comprising the Walnut Creek Mutual No. Twenty-Nine condominium project, as described in the Declaration of CC&R, which is owned by all of the Owners in common, but excluding the Units. Each unit owner has a 1/106th interest in the common area as tenants in common.

Exclusive Use Common Area: a portion of the common area designated for the exclusive use of one or more, but fewer than all, of the owners and that is appurtenant to the unit(s), e.g., decks, balconies, patios, garages, carports, exterior doors, etc.

Governing Documents: the "Amended Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. Twenty-Nine" recorded in the Contra Costa Clerks office on August 6, 2003 ("CC&R") and any other documents, such as bylaws, articles of incorporation and this statement of policies, which govern the operation of the Mutual

Project: all of the real property comprising the Walnut Creek Mutual No. 29 condominium project, as described in the CC&R.

Separate Interest: an individual unit, which consists of the space bounded by the interior surface of the perimeter walls, floors, ceilings, windows and doors. There are 106 separate interests or units in Mutual 29.

MEETINGS

The Board will permit any Mutual member to speak at any regular Board meeting, special Board meeting or regular or special member meeting. Members may not speak at an executive Board session.

The Board may establish a reasonable time limit in which an owner may speak.

The Board will only allow comments against the Board, which are not slanderous and that are delivered in a non-belligerent manner, so that comments are not only constructive, but also are neither threatening nor offensive to any person in attendance.

COMMITTEES

STANDING COMMITTEES:

The Board may establish standing and ad-hoc committees as needed. The Standing committees are:

1. Landscaping
2. Buildings and Facilities
3. Emergency Preparedness
4. Architectural Control Committee ("ACC") consists of the M-29 Board of Directors

NOMINATING COMMITTEE:

The President, with the approval of the Board, will appoint annually a Nominating Committee that will propose a candidate(s) for each vacancy on the Board of Directors that will be voted on at the Annual Meeting.

SPECIAL COMMITTEES:

Other special and ad hoc committees will be appointed, as needed, by the President and approved by the Board.

OWNER ACCESS TO BOARD MINUTES

Per California Civil Code §1363, owners may have access to minutes of Board meetings, other than meetings held in executive session, within 30 days of a meeting. Minutes may be reviewed at the Board Office at Gateway Complex.

Owners may have copies of minutes if they reimburse the Mutual for the distribution cost. Owners' written requests for copies of minutes should be sent to the Mutual's Board of Directors at 1001 Golden Rain Road, Walnut Creek, CA 94595.

OCCUPANCY

The Mutual's CC&Rs define who may occupy a manor. If a resident wants to hire a "live-in" employee, they must first contact Member Services, who will provide a copy of the Agreement for Live-In Employee Application to be completed by the employer and the employee. The Mutual Board and the Golden Rain Foundation Board must then approve the application. Live-in employees may not use the community's recreational facilities.

To remain a qualified senior retirement community, 80% or more of M-29's units must be occupied by at least one person who is at least 55 years old. Information about qualified permanent residents and care providers is available from Member Services. The Mutual asks that all owners/occupants provide the requested information about those residing in manors to ensure that the Mutual's qualification as a senior retirement community is not jeopardized.

RENTAL OF UNITS

Please refer to Amended Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. Twenty-Nine recorded in the Contra Costa Clerks office on August 6, 2003 (Article 4, Sections 4.3 and 4.4, Pages 14-20)

RESOLUTION OF DISPUTES AND HEARINGS

The Mutual 29 Board of Directors believes in resolving member disputes informally through communication and discussions. Should these attempts fail, the next step would be a formal hearing, as defined below.

Initiation of Action

When a hearing is called by the Board and/or requested by a member, the following procedures will be followed:

The matter will be scheduled to be heard at a regular or special meeting of the Board, to be held not less than 20 or more than 40 days after the Board's resolution calling for a hearing.

At least ten (10) days prior to the hearing date, the Board will personally or by first class or registered or certified mail deliver to the member notice of the date, time and place of the hearing and a copy of the resolution, which will generally describe the problem(s) to be heard, including any violations cited.

In the notice, the Board will request that the member notify them if they plan to bring legal counsel to the hearing.

If a quorum of the directors fails to attend the hearing, the matter will be heard at the next succeeding regular or special board meeting at which a quorum attends, with the member receiving the same notice as given the board members.

The Hearing

A hearing by the Board will be presided over by the President or the Vice President, who will:

State the specific dispute to be heard, enumerating any charges thereto;

Request that the charges be verified by the testimony of one or more of the persons making them;

Hear any witnesses who wish to provide testimony related to the

charges;

Allow the affected member to make a statement and/or:

Allow the member to call witnesses; and

Allow the directors present, when and as recognized by the chair, to question the witnesses or the member.

If the affected 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.

After the hearing, the Board will deliberate and, not later than three business days, will vote on the matter, which will be determined by a majority vote of the directors present at the hearing. The Board will attempt to contact the member in person or via telephone within 24 hours to inform the member of the decision. Written notice of the decision will be transmitted to the member via registered or certified mail.

INSURANCE

M-29 contracts with other mutuals to participate in a deductible-allocation agreement on a blanket property insurance policy, excluding the deductible related to earthquake damage. M-29 is responsible for the first \$10,000 of the deductible for damage from a covered occurrence in M-29. M-29 will contribute a pro-rata share (based on number of units) of the deductible for a covered loss in any other of the participating Mutuals, for the deductible amount between \$10,000 and \$100,000.

The Director of Mutual Operations is authorized to withdraw funds from the Mutual's operating account to fulfill M-29's share of this contribution in the event of a loss covered under this agreement without the Board's approval. Notice of a withdrawal under this provision will be made to the Board as soon as possible after an occurrence.

The contribution for the deductible is limited to the items more-clearly defined in the Agreement to Share the Deductible. The Agreement will be void if less than 85% of the manors managed by the MOD Property Manager (P/M) are signatories to the Agreement, and the Agreement requires each Mutual's Board to ratify the agreement annually.

For the covered perils under the property insurance policy (fire, flood, wind, wind-driven rain), built-in fixtures, wall coverings, paint, installed carpets, etc., are insured under the Mutual's blanket property insurance policy and are considered part of the building structure, not personal property, for insurance purposes. If damaged by a covered peril, they are covered at replacement value.

If an owner's property is damaged by the failure of a building component that the Mutual maintains, such as a rain leak, the Mutual is liable to the owner for the depreciated value of any personal property damaged because of the building component failure.

Investment Policy Statement

A. Objectives

Safety of principal, liquidity and marketability are significant objectives of the Mutual

Investments must be flexible to meet normal and extraordinary operating needs. The maximum investment term will not exceed maturities of five years from the date of purchase.

B. Types of Investments

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. **CERTIFICATE OF DEPOSITS** are issues provided by financial institutions of varying periods providing higher interests than non-time restricted deposits. Assets normally are backed by FDIC protection to \$100,000.
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 that 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. Some risk may be associated with these investments depending on the quality of organization utilized. Care should be taken when investments are made in these assets.

C. Investment Authority

Mutual Twenty-Nine delegates authority to the Assistant Treasurer to make investments based upon the timing of forecasted cash expenditures in accordance with the Mutual Twenty-Nine Investment Policies.

FINANCIAL ACTIVITIES

AUTHORIZATION FOR EXPENDITURE OF FUNDS:

The Board's approval of an annual operating budget includes authorization for the Property Manager (P/M) to commit M-29 funds for budgeted activities, except as noted:

1. Contracts and orders over \$5000 must be submitted to the Board for approval. The MOD Property Manager (P/M) will use competitive bidding when prudent business dictates and when awarding contracts or orders for amounts estimated to exceed \$5000.
2. Unless specifically exempted in writing to the MOD Property Manager (P/M), non-emergency, mutual-billable building maintenance activities must be pre-approved by a Board member. Items approved between Board meetings will be brought to the attention of the Board at the next meeting.

In the absence of a Board member, the Director of Mutual Operations is authorized to expend M-29 funds in the event of an emergency.

SOCIAL FUND:

In order to accept and disburse money for M-29 social activities, the Treasurer is authorized to open and maintain a Social Fund account with a local financial institution in accordance with its signature card and account agreement. The President of the Mutual will be the alternate signature authority for the Social Fund account.

OPERATING FUND:

In order to accept and disburse money for M-29 operating activities, the Mutual will open an Operating Fund account with a local financial institution in accordance with its signature card and account agreement. All monthly assessment payments and other receipts will be deposited into this account and all checks written by the Mutual to pay the Mutual's bills to third parties will be

made from this consolidation account.

The Assistant Treasurer (via facsimile signature) will be the signature authority on this account. The Board of Directors approves the Assistant Treasurer at the annual meeting. The MOD Chief Financial Officer typically fills the role of Assistant Treasurer.

REPLACEMENT RESERVE FUND:

The Board approves a monthly assessment to establish a Replacement Reserve Fund (Reserve Fund), based upon a reserve study prepared in accordance with the requirements of California Civil Code §1365.5. The President receives a copy of the study that is available for review by the Board of Directors.

The Reserve Fund is used to rehabilitate and replace major components, which are defined in the Reserve Study, and to meet emergencies.

To the extent possible, it is the Mutual's policy to maintain a balance in the Reserve Fund that will permit it to meet anticipated funding needs without having to levy special assessments. Interest earned on Reserve Fund investments will be deposited in the Reserve Fund.

The Board must approve expenditures from the Reserve Fund. Checks written on the reserve account require two authorized signatures, at least one of which must be by a member of the Board. Any director may co-sign the check transferring money from the Reserve Fund to the Operating Fund, after the reserve expenditure has been approved by the Board.

FINANCIAL REPORT:

The Mutual contracts with a CPA to conduct an annual audit of the Mutual's financial records and submit an audited financial report to the Board. A copy of the annual, audited financial report is sent to each owner.

IV GENERAL POLICIES

MONTHLY ASSESSMENTS AND DELINQUENCIES

MONTHLY ASSESSMENTS

The Mutual Operations Division ("MOD") Financial Department reviews the budget, actual expenses, reserves and financial forecasts each year with the Board of Directors. The Board of Directors considers and may negotiate revisions to the MOD recommended budget. The Board approved budget is the basis for the monthly assessment (aka coupon).

DELINQUENT ASSESSMENTS:

Assessments are due on the first day of each month. Payments may be made by direct deposit, by mailing the payment in the envelope provided with the monthly coupon, or putting it in the drop box at the Administration Office in the Gateway Complex. The Mutual only mails statements to accounts that are delinquent; statements are not mailed to accounts that are current or have a credit balance.

All regular and special assessments that have not been processed and posted to accounts by 5:00 P.M. on the 15th day of the month (the next working day if the 15th falls on a Saturday, Sunday or holiday) are delinquent and will incur a \$20.00 late charge. All payments received are first applied to the principal owing, to the oldest outstanding item first then the remaining amount is applied to late fees, interest at ten percent (10%) per annum, and any other charges that have been levied each month, as applicable. This continues until the account balance is paid in full.

It is the Mutual's policy not to waive late fees, interest or other charges. It is the owner's responsibility to allow sufficient time to drop off or mail the monthly assessment, have it processed and posted to accounts by the 15th day of the month.

Accounts over 90 days' past due are in default. Per Civil Code §1367, the Mutual will notify the owner, in writing, via certified mail and regular mail, regarding the Mutual's:

1. Fee and penalty procedures;
2. Collection policy; and will provide
3. An itemized statement of the charges owed by the owner, including the method used to calculate the charges that have to be paid to bring the account current.

If payment is not received within the stated 10 days, a "Notice of Delinquent Assessment" will be recorded with the Contra Costa County Recorder as a lien against the property. In accordance with California Civil Code §1367, this lien may be enforced in any manner permitted by law, including the sale of the unit by the court.

The Mutual accepts no responsibility for notices not received by the owner. Notices will be sent as required by law under foreclosure proceedings. It is the owner's responsibility to be aware of and understand these procedures and to pay all assessments when due.

Owners and former owners are personally liable for delinquent assessments that accrue during their ownership. The Board may proceed against these individuals in any way available under the law to collect all delinquent amounts.

DISPUTES INVOLVING COLLECTION OF ASSESSMENTS:

Per Civil Code §1366.3, if an owner disputes an assessment, fee and/or cost, the owner may protest and seek resolution via the Alternative Dispute Resolution (ADR) procedure in Civil Code §1354.

Before the Mutual may be served with a request for ADR, the owner has to pay the Mutual, "under protest", the following costs that may have accrued:

- The full amount of the assessment

- Any late charges
- Collection costs
- Attorneys fees, up to \$425, for preparation and recordation of a lien

MAINTENANCE

According to the California Civil Codes that govern condominium living arrangements, 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 [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 associated with a unit are generally the responsibility of the unit owner.

To clarify whether the unit owner or the Mutual is responsible for the maintenance and repair of an item, the "VI MAINTENANCE AND REPAIR GUIDELINES" (Pages 59 - 66) lists different types of maintenance repair items that may occur in units. The guidelines indicate whether the Mutual or unit owner is responsible for their repair or maintenance. Unit owners may call the Work Order Desk to initiate repairs.

A director must approve Mutual-billable maintenance items. Residents should contact a director directly about maintenance items for which the Mutual is responsible, unless it is an emergency. In an emergency such as a water main break, residents need to call Public Safety.

**ALTERATIONS TO MUTUAL COMMON AREAS OR THE EXTERIOR OF A
MANOR AND OTHER STRUCTURAL CHANGES**

The review and approval procedures are designed to:

- 1. Protect Mutual common area property.**
- 2. Protect the owner's individual property.**
- 3. Maintain property values.**
- 4. Maintain the safety and structural soundness of the buildings.**

The Mutual will maintain the exterior, (i.e. siding and trim) or exclusive use common area for all alterations accepted by the Mutual. Doors, windows, air conditioners, heat pumps, stairlifts and other components are not maintained by the Mutual. Owners are required to submit an alteration application and get the approval of the Mutual 29 Board before they make any alteration to:

1. Common area or a common area component; or to
2. Exclusive use common area or an exclusive use common area component, if they are maintained by the Mutual

All alteration costs are the owner's responsibility, including any repair or reconstruction costs to the unit that arise because of the alteration.

An alteration application and approval of the M-29 Board is specifically required for the installation or modification of electrical outlets in assigned carports and all upgrades, additions and/or modifications to the common area electrical system to accommodate Electric Vehicle Charging Stations and/or recharging of electric or hybrid vehicles. To the extent applicable, compliance with the Electric Vehicle Charging System Policy (beginning on page 25 of these Policies) shall also be required.

Installation of an Electric Vehicle Charging Station ("EVCS") (as defined in the Mutual's Electric Vehicle Charging System Policy at page of the Policies) requires an alteration permit. Any owner who proposes to install an EVCS shall follow the procedures set forth below. Such owner shall also comply with the requirements imposed by the Mutual's Electric Vehicle Charging System Policy

(beginning on page 25 of these Policies).

Installation of electric outlets in assigned carports and/or additions or upgrades to the Common Area electric system to accommodate electric or hybrid vehicles shall be done at the owner's sole expense and require prior alteration approval.

The owner shall follow the procedures set forth below.

ALTERATION APPROVAL PROCEDURE:

1. Discuss plans with the M-29 Board. (optional)
2. Owners decides exactly what alteration is to be done
3. Owner selects a contractor. The owner may request a list of contractors from MOD if the owner does not know of a contractor.
4. Contact the MOD Property Manager (P/M) at GRF's Mutual Operations Division (MOD) to obtain an Alteration Agreement and Permit Application package.
5. Submit plans and a completed Alteration Agreement and Permit Application form to the MOD Property Manager (P/M) at GRF's Mutual Operations Division (MOD) who will send them to the M-29 Board for approval. The owner must pay the appropriate fee upon submission of the application.
6. If the alteration requires a building permit from the City of Walnut Creek Building Department, the owner is responsible for obtaining the permit and paying any fees to the city.

ALTERATIONS THAT HAVE NOT BEEN APPROVED:

Maintenance or repair of alterations not approved by the Architectural Control Committee is the responsibility of the owner as required by the alteration permit. The owner will be billed for any work performed on, or as the result of, unapproved alterations or non-standard equipment.

If an alteration is discovered that has not been approved, the owner has the

option to:

1. Remove the alteration at the owner's 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. Request the Mutual to accept ownership and maintenance and repair/replacement responsibility for the alteration. To make a transfer, the owner must submit an alteration application to the Board for approval (see Alteration Approval Procedure 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. The Board, at its discretion, will hold a hearing and may employ a contractor to complete one or the other of the foregoing options, at the owner's expense if the owner does not comply.

TRANSFERRING AN EXISTING, APPROVED ALTERATION TO THE MUTUAL:

If an owner with an existing, approved alteration, wants the Mutual to accept the alteration as an addition to the common area or exclusive use common area, and to assume future maintenance costs, the owner must submit the alteration as if it were a new project (see Alteration Approval Procedure next). If the alteration requires any costs to make it technically acceptable, they will be borne by the owner. Except for air conditioners, heat pumps, and stairlifts, the Mutual accepts all alterations approved by the Board after January 1, 1994 and waives repeating the application process again.

An owner, who does not want to transfer an approved alteration to the Mutual, will remain responsible for the alteration's maintenance costs. When the owner sells or transfers the unit, the owner must make the alteration acceptable to the Mutual by (a disclosure item by a seller), at which time ownership of the

alteration will pass to the Mutual, who will maintain it, per the Maintenance and Repair Guidelines, as common area or exclusive use common area property.

ALTERATIONS INSIDE A UNIT:

Generally, cosmetic alterations to the interior of a unit (e.g., painting, wallpapering, hanging artwork, etc) do not require the Board's nor the Acc's approval. Interior alterations that affect the structural integrity or safety of the building, such as plumbing alterations or hard-wired appliances (including air conditioning units or heat pumps), require the approval of the M-29 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 the M-29 Board before proceeding with any interior changes. The Mutual is not responsible for maintenance, replacement or repair of interior alterations.

STAIRWAY CHAIRLIFTS:

(effective immediately and covers all existing chairlifts)

1. All chairlifts installations must be authorized by an alteration application that is accompanied by a written notice of medical necessity by a doctor.
2. The owner must provide a twenty-inch (20-inch) minimum clear passage width when the seat and platform are in the stored position.
3. The applicant must obtain written acknowledgement of the neighbor for installation of the chairlift on stairways that supply two manors.
4. Once installed, all electrical conduit and junction boxes must be painted to match the coloring of the building. All penetrations of Mutual property must be properly sealed and maintained to avoid moisture intrusion into the deck and siding. The color of the chairlift should match the predominant coloring of the building as much as possible.
5. Upon sale of the manor, the seller shall remove the chairlift and all associated wiring, patch all penetrations and paint the applicable surfaces to return the building to original condition, or submit a written statement from the buyer to assume all responsibilities and maintenance of the chairlift and associated components, including

chairlift removal upon sale of the manor and written notice of medical necessity by a doctor.

6. The owner is responsible for the liability, care, and maintenance of the chairlift.

ELECTRIC VEHICLE CHARGING STATIONS:

The following document describes the policy of Mutual 29 regarding the charging of electric cars. The current wiring of the covered parking spaces does not allow this to happen safely. Charging an electric car may overload the current electrical system and could cause a fire. The document describes the changes that must be made to insure safety. The electricity consumed by the charging station must be metered to the electrical system of the manor or to an independent meter for which the car owner will be responsible.

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 (i) assigned carports, (ii) Exclusive Use Common Area parking spaces, and (iii) 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 Amended Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. Twenty-Nine (as amended from time-to-time, "Declaration").

B. REQUIREMENTS

1. Any Owner of the Mutual who proposes to install an EVCS (“Applicant”) shall:
 - a. Submit an “Alteration Application” to the Mutual in care of Golden Rain Foundation of Walnut Creek Mutual Operations Division (“MOD”);
 - b. Follow the procedures set forth in the Mutual’s Policies for physical modifications to the property, including but not limited to (i) Article IV of the Policies entitled “General Policies – Alterations to Mutual Common Areas or the Exterior of a Manor and Other Structural Changes” and (ii) Article VI of the Policies entitled “Maintenance and Repair Guidelines – Electrical – Wiring and Components;”
 - c. Comply with the architectural approval requirements set forth in Article 9 of the Declaration (entitled “Architectural and Landscape Control”); and
 - d. Procure an “Alteration Permit” from MOD prior to installation of the EVCS.

2. In addition to the submittals required by Article IV of the Policies entitled “General Policies – Alterations to Mutual Common Areas or the Exterior of a Manor and Other Structural Changes,” the following 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 acknowledgment satisfactory to the Mutual that the Applicant 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" and acceptable to the Mutual, 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. pay for the electricity usage associated with the EVCS;
 - iv. be responsible for costs of damage to the EVCS and related property from the installation, maintenance, repair, removal or replacement of the EVCS;
 - v. be responsible for costs of maintenance, repair and replacement of the EVCS; and
 - vi. disclose to prospective buyers the existence of the EVCS and the related responsibilities of the Applicant.
3. Alteration Applications which include all specified submittals shall be responded to within 60 days of a valid submission.
4. An EVCS may only be installed by the Applicant in Common Area for the exclusive use of such Applicant if installation in the Applicant's assigned carport or other Exclusive Use Common Area parking space is impossible or unreasonably expensive. In such cases, the Mutual shall enter into a license agreement with the Applicant for the use of the space in the Common Area.
5. 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.

6. 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.
7. No electric or hybrid automobile, sports utility vehicle (SUV) or truck may be plugged into any unmodified electrical outlet in any carport or Manor.
8. If required by the Mutual, Applicant shall be responsible for the installation of a separate electrical panel or subpanel to accommodate the EVCS that meets the requirements established by state and local laws and the electric automobile manufacturer.
9. The Mutual may require Applicant to install a separate meter to accommodate the EVCS. The meter, if any, and its installation shall satisfy all applicable requirements, including but not limited to those imposed by Pacific Gas and Electric (PG&E) and governmental authorities. This meter shall be listed in the Applicant's name and all recharging and related expenses billed directly to the Applicant by PG&E.
10. Extension cords from the assigned carport, Manor or Mutual electrical outlet to the EVCS are strictly prohibited.
11. 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.
12. The EVCS shall be installed in a location acceptable to the Mutual. 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.
13. The Applicant and each successive owner of the EVCS shall pay for all electricity usage associated with the EVCS. If Mutual electricity is used to charge the Applicant's electric or hybrid vehicle, the Board may, by resolution adopted from time to time, establish the rates that will be charged for electricity usage.

14. 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, Exclusive Use Common Area or Manor resulting from the installation, maintenance, repair, removal, replacement or existence of the EVCS;
 - iv. 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
 - v. 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.

15. Nothing in this Policy shall modify, release or otherwise discharge any rights of the Mutual or obligations of the Owners imposed pursuant to the Declaration, Bylaws, Policies, and applicable law.
16. 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
(Attached)

EVCS Installation and Maintenance Agreement

Walnut Creek Mutual No. Twenty-Nine ("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 Manor in Walnut Creek Mutual No. Twenty-Nine, and is subject to the Amended Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. Twenty-Nine (as amended from time-to-time, "Declaration") and the Mutual's Bylaws and Policies.
2. Applicant has requested permission from the Mutual to install an Electric Vehicle Charging Station (EVCS) in [IDENTIFY LOCATION, for example, 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, and put all potential and successor Owners 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 electricity associated with the EVCS;

- d. disclosing to prospective buyers the existence of the EVCS and the related responsibilities of the Applicant and successor owners 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, 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 (i) obtain approval from Mutual pursuant to the Declaration, EVCS Policy, other Mutual Policies, and Civil Code section 4745 for the installation of the requested EVCS, and (ii) comply with the Declaration, EVCS Policy, other Mutual Policies, and Civil Code section 4745.

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.

Walnut Creek Mutual No. Twenty-Nine

Applicant

Applicant

Manor Address

Carport Number

Date

WALNUT CREEK MUTUAL NO. TWENTY-NINE

By

Its

Date

RESALES AND RESALE INSPECTIONS

When notified that a M-29 manor is going to be sold, the Mutual will, at the owner's cost, inspect the unit to determine if the owner has damaged Mutual property, has altered Mutual property without the Board's approval or has not transferred maintenance and repair responsibility for an approved alteration to the Mutual (see page 21 - 22).

If the Mutual's property has been damaged, the owner must repair the damage, to the Mutual's satisfaction, promptly or prior to change of ownership.

If there is an unapproved alteration or an approved alteration that has not been turned over to the Mutual, 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. Request the Mutual to accept ownership and maintenance and repair/replacement responsibility for the alteration. To effect this transfer, the owner must submit an alteration application to the Board for approval (see pages 21 - 22). The owner is responsible for all costs associated with getting the alteration approved.

It is the owner's responsibility to disclose fully to the buyer any pertinent information the Mutual or Property Manager, as the Mutual's agent, gives to the owner during the resale process.

VEHICLES AND PARKING

1. (CC&R Page 25, Sections 4.19, 4.20, 4.21)

“4.19 Vehicles and Parking. Only golf carts, two axle passenger vehicles which are of a type customarily used for personal transportation, and standard size pickup trucks may be parked in assigned carports. Trailers, campers, motor homes and other recreational vehicles, boats, or similar equipment, commercial vehicles, and trucks (other than standard size pickup trucks) shall not be parked, kept, stored, or permitted to remain on any area within the Project, provided, however, that campers, motor homes and other recreational vehicles may be parked a maximum of twenty-four (24) hours for purposes of loading, unloading, or preparing for or returning from a trip. No dilapidated, inoperable, or abandoned vehicle shall be kept within the Project, except temporarily as permitted by Mutual Rules.

The term “commercial vehicles” shall not include two-axle passenger vehicles or standard size pickup trucks which are used for both business and personal uses, provided that any signs or markings of a commercial nature shall be unobtrusive and inoffensive as determined by the board.

No unreasonably noisy vehicles, as determined by the Board, and no vehicles emitting foul smelling or offensive exhaust fumes shall be operated within the project. Except for minor emergency repairs, no servicing, maintenance, construction or reconstruction of any vehicle or boat shall be permitted. No boat or vehicle shall be displayed for sale at any time within the Project.

Use of unassigned parking spaces and other portions of the Common Area that are not Exclusive Use Common Area shall be subject to the Rules.

4.20 Parking Enforcement In addition to the provisions of Section 4.19 above, the Board shall have the power and authority to adopt, promulgate, and therefore enforce parking Rules and shall have then power to impose fines and other sanctions for violations of provisions of the Governing Documents relating to vehicles and parking.

4.21 Assigned Carports. Each Owner and Resident shall keep his or her assigned carport in neat, orderly, and safe condition."

Note: "Project" means all of the real property comprising the Walnut Creek Mutual No. 29 condominium project, as described in the CC&R.

"Rules" and "Policies" are synonymous terms that may be used interchangeably. (See CC&R section 1.38)

2. Restrictions on storage of property other than vehicles in carports

The owner of a carport is responsible to assure that nothing is kept or stored in the carport except one vehicle as described in the CC&R section 4.19 above except as permitted otherwise by the board on a case by case basis.

When articles are stored in the carport in violation of this rule, the Board may, after giving 30 days written notice to the owner, remove the articles and store them in public storage at the owner's expense and at the owner's risk.

3. Parking in Carports

Vehicles parked in carports must be contained wholly within the carport structure, not protruding into the driveway, access roadway, or the entry road. Owners and, with the owner's permission, guests, may park their vehicles in the carports at any time. GRF and contractors' vehicles may not be parked in carports at any time.

Carport parking is limited to one vehicle, as described in the CC&R section 4.19 above. Owners that have two vehicles, may park one in their carport and the other in the common area parking.

When an owner parks two vehicles in the carport in violation of this rule, the Board may notify Security to cite the offending vehicles after giving 30 days written notice to the owner. If the owner fails to correct the double parking after the 30 days notice, the Board may levy a fine of \$100.00 per day whenever the owner double parks in the carport.

WORK SITE RULES

The following rules have been established to ensure a harmonious working environment for Contractors, their Clients (Owners) and Mutual Operations employees. Contractors and their employees shall observe these rules without exception. Those persons working as Owner/Contractor, for the purpose of improving a manor for sale, must also comply with this policy.

1. A copy of the Contractor License (pocket copy OK) and current liability insurance policy must be filed with MOD
2. Working hours are 8:00 AM to 5:00 PM Monday through Friday. There is no work allowed on Saturdays, Sundays, or Holidays. No exceptions
3. Vehicles (must be insured) must never park in a fire lane (red curb area), must never block access to a carport, or refuse enclosure and must never be left in Rossmoor overnight.
4. Noise that is jarring to ceilings, walls and air space of adjacent manors is strictly prohibited except when all residents in the manor/manors affected are informed as to time and duration. The information is good for one day only. Repeat the procedure for a new occurrence. The owner/contractor is fully responsible for any damage liability.
5. The jobsite is to be cleaned daily. All construction materials stored outside must be removed at the end of every working day. Construction waste must not be discarded in dumpsters either in the entry or at the MOD refuse area. The waste must be removed daily from Rossmoor. Carports are not to be used as storage sites for either equipment or materials.
6. Landscape damage will be repaired/replaced by the contractor in a timely fashion and inspected by MOD. Should additional repairs be required, those repairs may be completed by the Mutual with the costs collected from the owner/contractor.
7. Costs that are incurred by the Mutual due to enforcement, and/or correction efforts arising from contractor failure to comply fully with all rules will be referred automatically to Small Claims Court and block the next permit request from that owner/contractor.

8. The contractor is required to give 24 Hr. notification to the residents of the building for any scheduled interruption in utility service, i.e. electrical, plumbing, etc.

COMMERCIAL ACTIVITIES

No commercial activities may be conducted in the common area.

If commercial activities are conducted in a unit, there shall be no external evidence of any business activity, including signage or traffic, e.g., receiving clients in the home.

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

LANDSCAPING

A. DEFINITIONS

COMMON AREA:

“Common Area” shall mean all of the property comprising the Project which is owned by all of the Owners in common, but excluding the units.” (CC&R SECTION 1.9)

PROJECT

“Project” shall mean all of the real property comprising Walnut Creek Mutual No. Twenty-Nine condominium project, as described in the Declaration.” (CC&R SECTION 1.32)

DECLARATION

“Declaration” shall mean [the] Amended Declaration of Covenants, Conditions and Restrictions of Walnut Creek Mutual No. Twenty-Nine, recorded in the office of the County Recorder of Contra Costa County, California on August 6, 2003, and any amendments thereof.” (CC&R SECTION 1.14)

PRIVATE GARDEN

“Private Garden” shall mean any garden, planting, or alteration to landscaping installed by an owner/resident in a common area.

B. PRIVATE GARDEN POLICY

1. No new private gardens may be installed within Walnut Creek Mutual Twenty-Nine after the effective date of this policy
2. The Walnut Creek Mutual No. Twenty-Nine officers and Board of Directors may not issue any new private garden permits.

3. Any trees planted in an exclusive use common area require the approval of the Landscaping Committee.

C. EXISTING PRIVATE GARDENS

1. Existing private gardens become the property of Walnut Creek Mutual No. Twenty-Nine upon the sale of the manor, or membership transferred at the close of escrow, or completion of the transfer paper work. The new owner or occupant may not take over an existing private garden.
 - a. Plants compatible with Mutual landscaping will be retained
 - b. An inspection by the M-29 landscaping committee together with MOD landscaping department will determine the need to restore the private garden to blend with the common area landscaping. The former owner or estate is responsible for the costs to remove any unapproved fencing or irrigation systems. MOD Landscaping Department will do the work and the charges will be held in escrow and paid to the Mutual when escrow closes.
 - c. The cost of converting an existing private garden, if deemed necessary by the Board of Directors, will be borne by the seller.
2. Should the current owner of an existing private garden be unable or unwilling to maintain the private garden at an acceptable level, M-29 Board of Directors will issue a 30-day written notice to the owner to bring the garden up to a standard that is acceptable to the M-29 landscaping committee and MOD landscaping department. The private garden will become the property of M-29 if the owner does not comply within the time set by the 30-day notice.
 - a. The owner will have an opportunity to meet with the Mutual Board to discuss the garden's condition. The Board may grant the owner an additional 30 days to bring the garden up to an acceptable condition.

D. PRIVATE PATIOS AND DECKS

1. Owners and or resident may place potted plants and garden ornaments only within patios, decks, balconies that exist within the boundaries of their "Exclusive Use Common Area" and entryways. (See Section E for restrictions. According to the CC&R sections 1.17 and 2.3, ""Exclusive Use Common Area" shall mean any portion of the Common Area the exclusive use of which is set aside, allocated, assigned, and restricted to the exclusive use or possession of the Residents of a particular unit... Exclusive Use Common Area shall include the following: patios, decks, balconies, assigned carports, and assigned parking spaces...."
2. Owners are prohibited from taking any action that would adversely affect water lines, hose bibs, drainage, erosion, or building structures. Owners are responsible to insure that they water their plantings with care to avoid any damage. The Mutual will make repairs needed because of owners' actions and charge the cost to the responsible owner.
3. Trees or large shrubs may not be planted in containers that are larger than 24 inches in diameter. All containers must have basins underneath to prevent any damage due to water overflow, except in patios.
4. Ivy and all other climbing plants must be controlled/pruned so that they do not climb on fences, buildings, or extend onto sidewalks.
5. Trees or shrubs may not exceed eight feet at maturity.
6. Overgrown shrubs, trees, climbing plants that have encroached into the Common Area, or another owner's exclusive use common area, will be pruned or removed by the Mutual at the owner's expense.
7. Potted plants may not rest on railings or hang outside the balcony railings creating safety hazards, and must not block emergency access.

E. LANDSCAPING IN COMMON AREAS

1. All landscaped areas in the Mutual are common areas with the exception of exclusive use common areas.
2. Residents may not top, prune, remove, or cut any tree or shrub in common areas; requests to have such work done by the Mutual must be submitted to the Board in writing. The request must include separate statements from neighbors who will be affected by the topping, pruning, removal, etc., stating that they do not object to the proposed action. If approved, MOD landscaping personnel shall do such work.
3. The Board may approve a resident's request to have a tree or shrub removed only if it is permitted by the City of Walnut Creek and it is:
 - a. Dead, dying, or seriously diseased
 - b. An immediate or future hazard to people or property
 - c. Unsightly because of age or damage
 - d. Not harmonious with good landscape design
4. Potted plants or other objects shall not be placed on stairways, and may not be placed on walkways, where they restrict access by emergency personnel, delivery people, or maintenance workers.
5. Garden supplies, pots, gardening tools, statuary, barbecues, furniture, etc. may not be placed in the common area.
6. Owners wanting changes or additions to the landscaping in common areas need to discuss their proposals with the Mutual Landscaping Committee.

F. WATERING

1. Only ground level units may use automatic drip systems. The drip system installation must be approved through the alteration request procedure and acknowledged by the owner that the owner assumes responsibility for all damages caused by the system.
2. Upper level decks may not have any kind of drip system. All watering must be done by hand.

G. WALKWAYS

Owners who would like to put a walkway in the common area must submit an alteration application, which must be approved by affected neighbors and the Board. For safety considerations, MOD does not allow the use of stepping-stones.

H. PENALTIES

The Board of Directors will fine and charge any repair and/or replacement costs to owners who do not follow the landscaping policies.

V SPECIFIC POLICIES

MISCELLANEOUS

1. Noise

Noises, such as stereo, organ, radio, television, piano music, air conditioners, or party conversation are to be kept at a level that will not interfere with or be an annoyance to residents in neighboring manors.

2. Canvassing

Door-to-door campaigns or other forms of resident canvassing are prohibited, except when authorized by the Board.

3. Residence Restrictions

The Golden Rain Foundation prohibits their employees from residing in a Rossmoor Mutual. M-29 prohibits the employment of M-29 residents by the Mutual.

4. Garbage and Recyclable Trash Disposal

Owners and residents are responsible for placing garbage and moderate-sized unrecyclable trash in the large covered bins found in the refuse enclosures at the ends of carports nearest your manor. Recyclable materials go in the smaller containers. Large trash, such as mover's cartons, "popcorn", Styrofoam, large corrugated boxes, discarded carpet and linoleum, and similar items, must be taken to the large bins at the top of Rockview Drive or call for a disposal company recommended by MOD. Owners and residents are responsible for disposing of flammables, poisons, paints and other hazardous waste in accordance with City of Walnut Creek regulations and must never put them in Rossmoor receptacles. Owners are responsible for informing movers and workers on their premises to abide by these regulations.

5. Wildlife Feeding

Owners and residents must not feed any wildlife, such as turkeys, deer, birds, or squirrels anywhere within the area covered by Walnut Creek Mutual No. twenty-nine in accordance with advice published by Federal

and State of California agencies. The objective is to minimize the damage and nuisances that they cause and to avoid attracting rodents.

6. Fines

To enforce the Mutual's policies, regulations and the CC&Rs, the Mutual Board may levy a fine, not to exceed \$100 daily for each offense. The Board must give the offender 30 days written notice to correct the offense prior to levying a fine. If the Board levies a fine, it may be appealed by the person on whom it was levied at a closed hearing of the Board called for that purpose.

7. Mutual Decorations – Holiday Decorations (Dec 10 – Jan 6)

In general, decorations in the Common Areas are not allowed in Mutual 29. However, the above holiday period is an exception. The Board of Directors will appoint a committee each year to decorate the spruce tree in Norton Park and to decorate the entry sign and those signs directing visitors to the various manors. These signs will be decorated only with garlands and/or bows. Individuals may decorate their Exclusive Use Common Areas* (patios or decks) as they please. The CC&Rs are unclear on the definition of Exclusive Use Common Areas. Therefore, for the purpose of this document, Exclusive Use Common Area includes the entry areas of each manor, i.e., the hall between the manors and the cement area between the front of the building and the stairs. Not included as Exclusive use Common areas are the columns fronting the Extended Kentfields and the steps and railings along the steps. The step areas are not included because decorations could be problematic for resident/visitors with restricted mobility. The interior of the manors, including the interior of the windows, is the property of the owner and can be decorated as it pleases the owner. The exterior of the buildings beyond the Exclusive Use Common Area cannot be decorated. The above complies with GRF policies.

*For the definition of the Exclusive Use Common Areas see Mutual Twenty-Nine CC&R's (Covenants, Conditions and Restrictions) Article 1; 1.17 (page 5).

September 9, 2014

SATELLITE DISHES AND TV ANTENNAS

Owners who want to install satellite dishes, TV antennas, wireless cable or any other type of TV or broadcast reception device in the common area or on common area components must submit an alteration application (see pages 21 - 22) and obtain approval of the Mutual Board. This requirement also applies to installations on exclusive use common area that is maintained by the Mutual, such as decks and balconies.

To obtain permission to install a satellite dish, antenna, etc., owners must adhere to the following rules:

1. Antennas must be installed in a safe manner, not endangering other residents or common area components.
2. Owners must accept financial responsibility for maintenance, repair and replacement costs of roofs or other building components affected by the installation.
3. If visible from a street or common area, they must be painted to blend into the surrounding area.

SMOKE DETECTORS

Manors in M-29 will have operable smoke detectors in accordance with the building code requirements in effect when the unit was built, repaired or altered.

The Mutual will periodically inspect smoke detectors, repair them and replace batteries, as needed at Mutual 29 expense.

SPAS AND HOT TUBS

1. The installation must conform to all regulations of the city of Walnut Creek. A permit must be obtained for the installation including a required specific locking safety device.
2. The spa or hot tub must only be mounted on the exclusive use ground floor concrete patio slab.
3. The installation requires an alteration permit in accordance with the procedures outlined on page 21.
4. A prospective spa owner must obtain written approval from owners of neighboring units that might be impacted by the sight, sound or odor of the spa operation.
5. The spa will be removed when the owner vacates or sells the manor, unless, at that time, the new owner reaffirms the neighbors' written approval.
6. The spa will not be used from 10 p.m. through 8 a.m. Users of the spa must consider the feelings of the neighbors regarding excessive noise. Mutual Twenty-Nine reserves the right to limit further the operating hours or to revoke the approval of a spa in order to resolve neighbor complaints.
7. The contents of the spa must only be drained to a sanitary sewer, not to landscaping or any common area.
8. The owner shall be exclusively responsible and shall indemnify Mutual Twenty-Nine for any injuries, damage to others, or damage to the properties of Walnut Creek Mutual Twenty-Nine

LAUNDRY

It is prohibited to put clothes racks or to dry laundry in the exclusive use common area or the common area.

All future installations of a stackable washer/dryer or standard systems shall be in accordance with Walnut Creek, CA building codes. In addition, at the time of resale, the inspector shall determine the type of connectors installed and will require the seller to upgrade the supply lines to the washer to meet the new standards.

PAINTING

Residents may not paint the exterior surfaces of buildings. The maintenance of doors and windows is the owner's responsibility, but their color must be approved by the Mutual. The Mutual may paint these items when it paints the buildings.

Residents may paint the interior of their units without the Mutual's approval.

PETS

Unless prohibited by the Board, each owner may keep no more than two dogs and/or two cats or any reasonable number of birds, goldfish, turtles, hamsters or other permanently caged animals, if 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.

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

When pets are outside the manor, they must be on a leash at all times and the resident is responsible for removing and disposing of feces if the pet defecates.

AIR CONDITIONERS AND HEAT PUMPS

Owners are responsible for the expense of maintenance, repair, relocation or replacement of air conditioners, furnaces and heat pumps. Owners who want to install a heat pump to replace their air conditioner and furnace must meet the following conditions:

1. The Owner requests and receives approval of an Alteration Agreement for the heat pump.
2. Owner accepts responsibility for proper installation of heat pump by demonstrating that circuit breaker and wiring to the heat pump meet the heat pump manufacturer's specifications as shown on the heat pump nameplate.
3. To mitigate noise, a pad-mounted heat pump, while operating, shall not exceed a decibel measurement of 60dB measured to the outside of the nearest window. A wall-mounted heat pump, while operating, shall not exceed a decibel measurement of 60dB measured to the outside of the nearest window. Relocation of the heat pump to meet these criteria is at the owner's expense.
4. The height of the new heat pump unit shall not exceed the height of the original condenser unit when pad-mounted in front of a window.
5. Owner accepts responsibility for all maintenance of the heat pump, breaker, and power circuit from breaker to heat pump.
6. Owners are responsible to assure heat pumps and air conditioner installations conform to the following guidelines: (Installations prior to 12/31/06 are exempt from these guidelines)
 - a. Kentfield
 - i. Fourplex – Install on the end side of the building.
 - i. Eightplex-
 1. Manors 1,2,7, and 8 install on the end side of the building
 2. Manors 3,4,5,6 install in the front of the building between the windows so that the unit will not obstruct any portion of a window.

- b. Santa Clara and Del Monte – install the new unit in the same place as the old unit.
- c. Heat pumps and air conditioners shall not obstruct the window area. The window area is the area that is perpendicular to the outside wall of the building, and circumscribed by the window frame.

BIRD SEED AND OTHER FEEDERS

The use of birdseed feeders and/or scattering birdseed, or feeding any other wild, feral or domesticated animals outdoors is prohibited because these actions attract rodents. If bird feeders are discovered, the owner is required to remove the feed and feeder immediately upon notification and may be subject to fines in accordance with the Regulations Section of these policies.

VI MAINTENANCE AND REPAIR GUIDELINES

Walnut Creek Mutual No. Twenty-Nine contracts with the Mutual Operations Division (MOD) of the Golden Rain Foundation (GRF) to provide certain specific maintenance services. The monthly coupon payments fund these services. Additional services are available to the residents by the Foundation on a billable basis. Generally, any resident has the option of using these services and paying the Foundation for them, or contracting with outside licensed vendors to do the work.

The attached sheets list maintenance and repair activities and explain who is responsible for the work. The Board of Directors must approve certain items requiring the expenditure of funds from Mutual or Reserve Accounts.

To assist you in understanding the services provided by the GRF employees and in identifying the payment responsibility, we have prepared the following explanation of charges for maintenance and repair items:

MUTUAL OPERATIONS (GOLDEN RAIN FOUNDATION) CHARGES:

Labor Charge: MOD calculates the hourly rate for each employee who works on a job from the time of arrival of the employee at the manor or place of work until departure. The charge includes all labor costs including allocations and other overhead. MOD calculates the total time to the nearest 20 minutes. The labor charge is based on current costs. It is reviewed regularly and adjusted when necessary to recover costs of providing services. A premium is assessed for work performed after hours and on weekends.

Materials: Materials are charged out at cost and are in addition to labor charges.

Who Pays: **Mutual (M)** = Item paid from total Walnut Creek Mutual No. Twenty-Nine funds.

Resident (R) = Item paid by resident.

Alterations: Maintenance or repair of alterations not approved by the Mutual Alteration Committee is the responsibility of the owner as

required by the alteration permit. Any work performed on, or as the result of, non-approved alterations or non-standard equipment, is billable to the owner. In addition, the owner is responsible for any maintenance for his/her heat pump or air conditioner. (Refer to Policy Manual pages 22 and 22 entitled "Alterations to Mutual Common Area or to the Exterior of a Manor or Other Structural Changes" regarding approved alterations.)

**Differences
Of Opinion:**

Order desk personnel will advise the residents at the time the order is taken that the work "may be billable". The serviceperson will advise the resident before commencing work if the work is billable to the resident. **If the resident elects not to have the work performed, there will be a minimum service charge equal to 20 minutes labor for which the resident will be billed.**

In the event there is a difference of opinion between the serviceperson and the resident regarding cost of service or whether the item is resident responsibility, the serviceperson will not commence the work, but will note "resident refused work" on the work order, and indicate the work as complete. The work order is processed as usual and the serviceperson's time billed as described herein.

REPAIRS AND MAINTENANCE

A. AIR CONDITIONERS, HEAT PUMPS, AND STAIRLIFTS

Mutual Billable: (M)

1. Check power supply if not operating (Replace external fuses or circuit breakers).
2. Clear/Repair/Replace plugged or defective drain line within walls or floor.
3. Paint exterior shells of original air conditioning and heat pump units.

Resident Billable: (R)

1. Replace, repair, or adjust unit.
2. Check operating efficiency.

3. Lubrication.

B. CARPENTRY

Mutual Billable: (M)

1. Adjust front entrance doors.
2. Repair/Replace weather stripping on exterior doors and windows.
3. Remove birds' nests/obstructions in bathroom and kitchen fan vents, install exterior screen.
4. Repair/Replace worn exterior door locks.
5. Repair wall cracks if due to building settlement.
6. Repair or replace refuse enclosure doors, walls, and paving.
7. Maintenance and replacement of building exteriors
8. Maintenance and repair of approved alterations to the building exteriors.
9. Adjust interior doors, sliding doors and windows if needed due to building settlement.

Resident Billable: (R)

1. Repair/Adjust interior doors and components.
2. Repair/Replace loose or leaking windowpanes.
3. Repair/Replace broken windows.
4. Repair/Replace sliding doors/windows and screens except as noted under Carpentry Mutual Billable #9 above.
5. Replace glass in shower enclosure.
6. Repair/Replace loose or broken base molding, casing, trim, etc., in interior of manor.
7. Replace door locks (interior or resident alteration).
8. Replace/Repair doorbell.
9. Repair/Replace floor covering - loose or damaged.
10. Repair cabinets and components.
11. Clean laundry lint vents.
12. Repair/Replace alterations or damage resulting from alterations.
13. All repairs or replacements resulting from resident negligence and/or misuse
14. Repair and plaster cracks resulting from drying, shrinkage, etc.

C. CARPORY FLOORS AND STORAGE AREAS

Mutual Billable: (M)

1. Upon carport rehabilitation by the Mutual, the Mutual will power-wash and clean carport floors.

Resident Billable: (R)

1. Upon resale, the owner is responsible for cleaning his/her carport space.
2. Clean the carport storage area and remove all contents.

D. ELECTRICAL (Wiring and Components)

No electric or hybrid automobile or truck may be plugged into any unmodified electrical outlet in any assigned carport or other Mutual outlet.

See also the Mutual's Electric Vehicle Charging System Policy (beginning on page 25 of these Policies).

Mutual Billable: (M)

1. Repair/Replace duplex outlets (exterior including carports) except when such repair or replacement is done to accommodate an Electric Vehicle Charging Station (EVCS) or the charging of electric or hybrid vehicles.
2. Repair, reset, tighten, or replace circuit breakers or electrical panels (exterior and interior) except when such repair, resetting, tightening or replacement is done to accommodate an Electric Vehicle Charging Station (EVCS) or the charging of electric or hybrid vehicles.
3. Repair circuit breakers and short circuits in walls, floors, and ceilings.
4. Repair or replace exterior light fixtures not controlled by switches that are inside the units.

Resident Billable: (R)

1. Replace bathroom fan motor and/or heating elements.
2. Repair/Replace electrical cords and plugs (standard appliances).
3. Clean bathroom fan.
4. Replace interior wall switches or duplex outlets.
5. Repair exterior lighting fixtures controlled by interior switch.
6. Replace interior light bulbs, fluorescent tubes, and ballasts.
7. Repairs required because of resident negligence, acts or omissions.
8. Any electrical work done to accommodate an Electric Vehicle Charging Station (EVCS) or the charging of electric or hybrid vehicles.

E. HEATING SYSTEMS

Resident Billable: (R)

1. Cleaning, repair, maintenance, replacement, and adjustments
2. Lubricate fan motor.

F. KITCHEN APPLIANCES

Includes: Refrigerators, Ranges, Ovens, Hoods, Vents, Cooktops, Garbage Disposers, Dishwashers, Trash Compactors, etc.

Resident Billable: (R)

1. All repairs, cleaning, replacements and adjustments.

G. LANDSCAPING - COMMON AREAS

Mutual Billable: (M)

1. Maintenance of ground covers, shrubs, and trees
2. Replacement of dead or diseased ground covers, shrubs, or trees at the direction and approval of the Board of Directors
3. Tree pruning or trimming for health of tree
4. Tree removal - when tree is dead, dying, or diseased
5. Repair and maintenance of slopes

Resident Billable: (R)

1. Tree pruning, trimming or removal at request of the resident for sole benefit of resident. Requires approval of the Board of Directors and affected neighbors.
2. Installation of additional trees, shrub and ground cover plantings at request of residents

H. LANDSCAPING - PRIVATE GARDEN AREAS

Private Gardens are prohibited. See ***LANDSCAPING*** Page 41

I. PAINTING

Mutual Billable: (M)

1. Exterior surfaces
2. Outside surface of exterior manor (if not inside enclosed deck)
3. Exterior surfaces of approved deck or patio enclosures
4. Exterior shells of air conditioning units
5. Interior surfaces after rain damage
5. Interior surfaces damaged due to building settlement

Resident Billable: (R)

1. Inside surface of exterior doors
2. Interior surfaces of manor and enclosed decks or patios (including original building wall within enclosure)

J. PEST CONTROL (INCLUDING TERMITES)

Mutual Billable: (M)

1. Exterior of buildings and landscaped areas includes control of common weeds, plant diseases, and rodents within the landscaped areas and ants around the perimeters of buildings.
2. Interior of buildings includes termites only.
3. Attics of buildings for rodents and/or insect pests

Resident Billable: (R)

1. Termite inspection at the time of resale
2. Interior of units for control of ants, rodents and other insect pests except termites

K. PLUMBING

Mutual Billable: (M)

1. Repair leaks or clear stoppages beyond point where pipe penetrates walls, floors and ceilings.
2. Repair/Replace outside faucets (except alterations not approved by M-29 Board).
3. Repair/Replace patio faucets (not within resident enclosures).
4. Adjust building water pressure regulator.
5. Remove debris from water supply lines, valves and aerators.
6. Install relief valves ("beehives") in waste line.

Resident Billable: (R)

1. Repair leaks or clear stoppages inside manor before point where pipes penetrate walls, floors and ceilings.
2. Repair/Replace/Adjust toilet seat, tank, bowl, valves, etc.
3. Repair/Replace cracked, crazed, chipped or rusted sink/basin/tub/shower pan.
4. Repair/Replace traps, pipes, faucets, gaskets, seals, etc.
5. Repair/Replace/Clean bathtub and sink stoppers or components.
6. Repair/Replace kitchen sink.
7. Recaulk/regROUT bathtub/sink/shower doorframe and tracks.
8. Repair/Replace water filters.

L. ROOFS

Mutual Billable: (M)

1. Repair/Replacement of roofs.

Resident Billable: (R)

1. Repair/Replace roof when required because of resident alterations, except alterations approved by the Mutual 29 Board of Directors.

M. SMOKE DETECTORS AND OTHER FIRE DETECTION SYSTEMS

Mutual Billable: (M)

1. Annual smoke detector inspections (install new batteries).
2. Replacement of inoperable smoke detectors, including batteries.
3. Install second smoke detector (where required by code).

Resident Billable: (R)

1. Repair/Replace/Adjust all other smoke detectors not required by code.

N. TELEPHONE WIRING

Resident Billable: (R)

1. All telephone service charges.

O. TELEVISION CABLE

FOR ALL TELEVISION CABLE PROBLEMS, CONTACT COMCAST COMMUNICATIONS OR ITS SUCCESSORR - MAY BE BILLABLE TO RESIDENT.

P. WASHER/DRYER SYSTEMS

Resident Billable: (R)

1. All future installations of a stackable washer/dryer or standard systems shall be required to have braided stainless steel water supply lines installed. This should provide for a secure connection and a longer lifespan over the standard conventional rubber hose. In addition, at the time of a resale, the inspector shall determine the type of connectors installed and will require the seller to upgrade the supply lines to the washer to meet the new standard of a braided stainless steel water supply line.

Q. WATER HEATERS

Mutual Billable: (M)

1. Clear drain line from drain pan.

Resident Billable: (R)

1. Adjustments, repairs and replacements.

R. GENERAL ITEMS

Resident Billable: (R)

1. Instructions on proper operation of air conditioners, heat pumps, dishwashers, disposals, fireplaces, furnaces, ranges, ovens, hoods, water heaters and refrigerators.