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Monday, Jul 22, 2024 15:32:13

SB2 Fee: \$75.00



THIRD WALNUT CREEK MUTUAL

Mutuals' Board Office

Attn: Lucy Limon

1001 Golden Rain Road

Walnut Creek, CA 94595-0987

Total Paid: \$107.00

Receipt#: 202400066284

0000 - Public

185/CLERKPC18/15

**SECOND AMENDMENT TO THE AGREEMENT ESTABLISHING
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THIRD WALNUT CREEK MUTUAL – PROJECT NO. TWENTY-THREE**

This Second Amendment to the Agreement Establishing Covenants, Conditions and Restrictions of Third Walnut Creek Mutual – Project No. Twenty-Three (the “Second Amendment”) is made on the date hereinafter set forth by THIRD WALNUT CREEK MUTUAL, a California nonprofit mutual benefit corporation (the “Mutual”).

RECITALS

A. WHEREAS, an instrument entitled “Agreement Establishing Covenants, Conditions and Restrictions of Third Walnut Creek Mutual – Project No. Twenty-Three” was recorded on August 11, 1970 in Book No. 6190 of Official Records of Contra Costa County, California, Page No. 393 (the “Agreement”).

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

C. WHEREAS, all of the real property described in the Agreement, including all improvements thereon, constitute a “condominium project” within the meaning of California Civil Code section 1351(f).

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

E. WHEREAS, pursuant to Article XV of the Agreement, the Agreement may be amended by the affirmative vote of Record Owners representing at least three-fourths (3/4ths) of the Condominiums in the Mutual.

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

NOW, THEREFORE, the Mutual amends the Agreement as set forth in this Second Amendment.

1. Article III, Section 2(b)(1) of the Agreement shall be deleted in its entirety, and shall be replaced with the following:

2(b)(1) The dollar amount of the Mutual's Property Insurance policy shall be the best and highest amount available, i.e., full insurable replacement value, taking into consideration availability and affordability of the premium. If coverage of less than the full insurable replacement value is not available or if the premium is cost prohibitive, the Project shall obtain coverage for the highest percentage of insurable replacement value that is available for a premium that is not cost prohibitive and is economically feasible. When considering economic feasibility, the board should consider all available factors, including but not limited to:

- (a) A risk analysis/risk assessment obtained from a qualified risk manager or a qualified insurance broker including an analysis of possible maximum loss scenarios.
- (b) Undertaking inspections and implementing actions to mitigate casualty risks, e.g., clearing brush/trees and establishing fire breaks at building perimeters.
- (c) Evaluating cost effectiveness at different percentages of coverage.
- (d) Such other financial factors and risk mitigations actions that a reasonable board of directors would consider under the same or similar circumstances.

IN WITNESS WHEREOF, the undersigned duly authorized officer, on behalf of the Declarant THIRD WALNUT CREEK MUTUAL, has executed this Amendment on this 1st day of JULY, 2024.

THIRD WALNUT CREEK MUTUAL

By: Thomas Lauck
Thomas Lauck, President

**CERTIFICATION OF THE SECOND AMENDMENT TO THE
AGREEMENT ESTABLISHING COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THIRD WALNUT CREEK MUTUAL
– PROJECT NO. TWENTY-THREE**

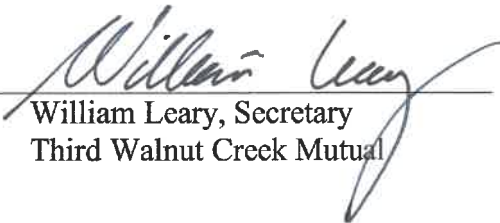
WHEREAS, an instrument entitled “Agreement Establishing Covenants, Conditions and Restrictions of Third Walnut Creek Mutual – Project No. Twenty-Three” was recorded on August 11, 1970 in Book No. 6190 of Official Records of Contra Costa County, California, Page No. 393 (the “Agreement”).

WHEREAS, the original Agreement allowed for the amendment of the Agreement Establishing Covenants, Conditions and Restrictions upon a vote in favor of amendment by the Record Owners representing at least three-fourths (3/4ths) of the Condominiums in the Mutual.

NOW THEREFORE, I declare that a vote was taken of all the Record Owners entitled to vote and that in excess of the requisite percentage of the Record Owners voted in favor of adopting the Second Amendment of the Agreement Establishing Covenants, Conditions and Restrictions for the Third Walnut Creek Mutual – Project No. Twenty-Three.

The Second Amendment of the Agreement Establishing Covenants, Conditions and Restrictions for the Third Walnut Creek Mutual – Project No. Twenty-Three shall replace the articles noted in the Amendment and be in full force and effect from the date of this Certification.

Dated this 1st day of July, 2024.



William Leary, Secretary
Third Walnut Creek Mutual

ACKNOWLEDGMENT

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

State of California
County of Contra Costa

On 7/1/24 before me, Karen Kruth, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Karen Kruth (Seal)



ACKNOWLEDGMENT

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

State of California
County of Contra Costa

On 7/1/24 before me, Karen Kruth, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Karen Kruth (Seal)

