

**WALNUT CREEK MUTUAL THIRTY-NINE  
(Mutual 39)  
RULES AND REGULATIONS**

**APPENDIX A**

**SUPPLEMENTARY INFORMATION**

**February 23, 2021**

WALNUT CREEK MUTUAL THIRTY-NINE (Mutual 39)

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16.3.2 INVESTMENT BANKING RESOLUTION - GENERAL

The Treasurer or Assistant Treasurer of Walnut Creek Mutual Thirty-Nine, Incorporation is authorized and empowered, for and on behalf of the Corporation subject to the approval of the Walnut Creek Mutual Thirty-Nine Board of Directors, to establish and maintain one or more investment accounts with a financial institution for the purposes of investing in either U.S. Government Treasury Bills and Notes, or investment accounts such as Money Market Accounts, Savings Accounts, and/or Certificate of Deposits, as long as these accounts are insured and guaranteed by the Federal Deposit Insurance Corporation.

16.3.3 INVESTMENT BANKING RESOLUTION FOR MECHANICS BANK

The Treasurer of Walnut Creek Mutual Thirty-Nine or the Assistant Treasurer is authorized and empowered, for and on behalf of the Corporation, to establish and maintain one or more investment accounts with The Mechanics Bank for the purpose of investing in U.S. Government Treasury Bills or Notes or in money market funds guaranteed by the U.S. Government only.

The Bank may deal with any and all of the persons empowered by the Resolution, directly or indirectly, as though they were dealing with the Corporation directly. To withdraw funds from any reserve account, two (2) authorized signatures are required, one of whom must be an officer of the Corporation. To withdraw funds from any operating account, one (1) authorized signature of an officer of the Corporation is required.

The Secretary or Assistant Secretary is authorized and empowered to certify, under the seal of the Corporation or otherwise, to the Bank:

- (a) A true copy of this Resolution;
- (b) Specimen signatures of each person empowered by this Resolution; and
- (c) A certificate (which, if required by the Bank, will be supported by an opinion of Corporation's counselor or other counsel satisfactory to the Bank) that the Corporation is duly authorized and existing, that its charter empowers it to transact the business defined by this Resolution, and that no limitation has been imposed upon such powers by Bylaws or otherwise.

The Bank may rely upon any certification given in accordance with this Resolution as continuing fully effective unless and until the Bank shall receive due written notice of a change in, or the rescission of, the authority so evidenced. The dispatch or receipt of any other form of notice shall not constitute a waiver of this provision, nor will the fact that any person hereby empowered ceases to be an officer of the Corporation or becomes an officer under some other title in any way affect the powers hereby conferred. The failure to supply any specimen signature

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will not invalidate any transaction if the transaction is in accordance with authority actually granted.

In the event of any change in the office or powers or persons hereby empowered, the Secretary Or Assistant Secretary shall certify such changes to the Bank in writing in the manner provided above. This notification, when received, will be adequate both to terminate the powers of the persons therefore authorized, and to empower the persons thereby substituted.

The foregoing resolution and the certificates actually furnished to the Bank by the Secretary or Assistant Secretary of the Corporation pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Bank.

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#### 17.0.0 AUTHORITY TO SPEND RESERVE AND OPERATING FUNDS

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#### 17.5.0 EXPENDITURES FOR EMERGENCY REPAIRS

Emergencies for which the managing agent may approve expenditures, to stop losses or eliminate hazards, include the following:

##### 17.5.1 CARPENTRY

1. Unsafe conditions, e.g. loose steps, loose handrail
2. Broken stationary window (may be resident billable)

##### 17.5.2 CONTRACT ADMINISTRATOR INSPECTION

1. Fire damage to structures
2. Vehicle accidents affecting structures

##### 17.5.3 LANDSCAPING

1. 1. Removal of dead or damaged tree branches posing a hazard to structures or persons
2. 2. Pest control - potential for immediate damage to property or injury to persons

##### 17.5.4 MECHANICAL/ELECTRICAL

1. Failed walkway lighting
2. Power outages, shorts, shocks, etc.
3. Beeping smoke detectors
4. Gas leaks
5. Elevator inoperable
6. Furnace inoperable (may be resident billable)
7. A/e inoperable (may be resident billable)
8. Unknown source of smoke in unit (may be resident billable)
9. Any hazardous hanging fixture (may be resident billable)
10. Broken garage door springs

##### 17.5.5 MISCELLANEOUS

1. Storm related damage threatening property or persons
2. Tripping or slipping hazards (upon receipt of complaint or incident report)
3. Loose objects, roof tile, fascias, etc. threatening property or persons
4. Plugged dryer vents (may be resident billable)

##### 17.5.6 PLUMBING

1. Sewer system failures (stoppages may be resident billable)
2. Water on floor because of malfunctioning appliance (may be resident billable)
3. Troubleshooting leaks from upper unit, to lower unit
4. Fire sprinklers leaking
5. Broken water pipe (may be resident billable)

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6. Leaking fire hydrant threatening property or persons
7. Storm drains overflowing to street and/or common areas, threatening property or persons
8. 8. Main lateral supply line breaks

17.5.7 ROOFING

1. Interior rain leaks
2. Overflowing gutter

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#### 18.0.0 ENFORCEMENT OF RULES

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##### 18.1. DELINQUENT PAYMENTS AND REFERRAL FOR COLLECTION

Refer to enforcement provisions of Rule 45.0.0 (Assessments Due Date, Delinquent Payments, and Referral for Collection) and the Appendix to Rule 45.0.0. This Section does not apply to late charges, interest, or collection costs related to delinquent assessments.

##### 18.2. OCCUPANT NOT PERMITTED BY RULE 40.0.0

The presence of an occupant who is not a qualifying resident, qualified permanent resident, or permitted health care giver, as defined in Civil Code Section 51.3, or a permitted guest as defined in Rule 40.0.0 (Occupancy) is a violation of that rule, and the owner of the unit is subject to a penalty of \$100 for each day of occupancy commencing ten days after notification by certified mail of the violation and intent to impose the penalty.

##### 18.3 OCCUPANT IN VIOLATION OF LEASING RULES

###### 18.3.1 NO LEASE AGREEMENT ON FILE

The presence of an occupant who has leased a condominium Unit without the approval of Walnut Creek Mutual Thirty-Nine is in violation of Leasing Rule 41.0 and the Owner of the Unit is subject to a penalty of \$100 per day for each day of occupancy commencing ten days after notification by certified mail of the intent to impose the monetary penalty.

###### 18.3.2 LEASE AGREEMENT ON FILE BUT EXPIRED

One month before the expiration of a lease agreement on file with Mutual 39, Mutual 39 will mail a notice to the lessee and the unit owner stating that the lessee must vacate the unit not later than the expiration date of the lease agreement, unless the owner obtains permission from the Mutual President to renew the lease as permitted under Rule 41.0.0. If the unit is not vacated as required, the continued occupancy is a violation of Rule 41.0.0 and the Unit Owner is subject to penalties of \$25 per day for the first 30 days of unauthorized occupancy, and \$100 per day for each additional day of unauthorized occupancy. After notification by certified mail of the intent to impose monetary penalty.

##### 18.4 VIOLATION OF GENERAL RULES GOVERNING PROJECT PARKING

Any Owner/Resident of a Walnut Creek Mutual Thirty-Nine condominium unit who violates the general rules governing the kinds of vehicles that may be parked in a Project as described in Mutual 39 Rule 43.1 the general rules regarding parking in entry roads as described in Mutual 39 Rule 43.1.1 or the general rules regarding parking in driveways as described in Mutual 39 Rule 43.1.6, is subject to a monetary penalty of \$50 per day commencing ten (10) days after notification by certified mail of intent to impose the monetary penalty.

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18.5 VIOLATION OF THE RULE FOR UNRESTRICTED PROJECT PARKING SPACES. Any Owner/resident of a Walnut Creek Mutual Thirty-Nine condominium unit who violates Section 43.1.3 is subject to a monetary penalty of \$50 per day commencing ten (10) days after notification by certified mail of the intent to impose the monetary penalty.

18.6 VIOLATION OF THE RULE FOR RESTRICTED PROJECT PARKING SPACES. 18.6.1

PARKING SPACES POSTED "VISITOR ONLY"

Project parking spaces posted with a sign marked "Visitor Only" are reserved for vehicles or persons visiting an Owner/Resident for a period of less than twenty-four (24) hours. Any vehicle that remains parked for more than twenty-four (24) hours in Visitor Parking at any time, is in violation of Section 43.1.4.1 of Mutual 39 Rules and Regulations Manual and the condominium unit Owner/Resident who is responsible for allowing the violator into Rossmoor is subject to a monetary penalty of \$50 per day commencing ten (10) days after notification by certified mail of intent to impose the monetary penalty.

18.6.2 PARKING SPACES POSTED "GUEST ONLY"

Project parking spaces posted with a sign marked "Guest Only" are reserved for vehicles of persons who are Guests or Visitors of an Owner/Resident. Any Guest or Visitor's vehicle that remains parked for more than seventy-two (72) hours and any Owner/Resident vehicle that is parked in Guest Parking at any time is in violation of Section 43.1.4.2 of Mutual 39 Rules and the condominium Unit Owner/Resident who is responsible for allowing the violator into Rossmoor is subject to a monetary penalty of \$50 per day commencing ten (10) days after notification by certified mail of intent to impose the monetary penalty.

18.7 VIOLATION OF PET RULE

Any Owner/Resident of a Walnut Creek Mutual Thirty-Nine Condominium Unit who violates the Pet Section 71 of the Walnut Creek Mutual Thirty-Nine Rules and Regulations is subject to a monetary penalty of \$50 per day commencing ten days after notification by certified mail of the intent to impose the monetary penalty.

18.8 OBSTRUCTION OF ACCESS TO PROJECT DUMPSTERS

The act of obstructing access to a Project dumpster by parking a vehicle so that the dumpster is bypassed on collection day is a violation of Rule 43.0.0, Parking, and subject to a monetary penalty of \$100 for each offense.



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18.9 VIOLATION OF OWNER-INITIATED ALTERATION PERMIT RULE

Any Owner who initiates an Alteration to his or her condominium Unit in violation of Walnut Creek Mutual Thirty-Nine's Rules and Regulations is subject to a penalty of \$50 for each day following notification to the owner that the Owner is in violation of the Alteration Permit Rule. In addition, work on the alteration will be halted until an Alteration Permit is obtained.

18.10 FEEDING WILD LIFE

Any Owner/Resident who feeds wildlife or domesticated animals outside the condominium unit as outline in Rule 72 is subject to a monetary penalty of \$100 for each incident commencing ten (10) days after notification by certified mail of intent to impose the monetary penalty.

18.11 ENFORCEMENT OF WALNUT CREEK MUTUAL THIRTY-NINE GOVERNING DOCUMENTS

For any other violation of the Walnut Creek Mutual Thirty-Nine Governing Documents, the Board of Directors is authorized to impose a fine not to exceed \$100 per incident following notice and hearing before the Board. For continuing violations, if provided in the Board's Notice of Decision following a disciplinary hearing, a per diem monetary penalty of not more than \$100 per day may be imposed commencing ten (10) days after the initial monetary penalty is imposed.

18.12 CONTINUING VIOLATIONS

For continuing violations of the Walnut Creek Mutual Thirty-Nine Governing Documents, each day that a violation remains uncorrected constitutes a new violation which is subject to an additional monetary penalty as set forth in these Rules.

18.13 DISPOSITION OF COLLECTED PENALTIES

Funds collected by penalty shall be used first to offset any costs, including legal fees, charged against the Project in which the violation occurred, for imposing the penalty, with the remainder, if any, payable to the Mutual 39 general fund.

18.14 DUE PROCESS

No penalty shall be imposed without first affording the accused persons every opportunity for notice and hearing set forth in these rules and in the Civil Code. Each notice of violation shall include a telephone number for access for further information.

18.15 ENFORCEMENT OF MONETARY PENALTY

All reasonable monetary penalties imposed against a Walnut Creek Mutual Thirty-Nine Condominium Owner pursuant to the provisions of the Walnut Creek Mutual Thirty-Nine Governing Documents shall be assessed and charged solely to and against such Owner and such Owner's Unit as a special Assessment.

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As long as California Civil Code Section 1367.1(e) (or comparable superseding statutes) place restrictions upon the Mutual's foreclosure powers, any lien that is based upon one or more such Special Assessments can only be enforceable by the sale of said Unit pursuant to judicial foreclosure. In addition to the lien and foreclosure procedure, the Board may collect any penalties through a small claims court action, a lawsuit in the Superior Court or arbitration (if arbitration is agreed to by the parties).

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23.0.0 RECORD RETENTION

Following are the retention times, keepers, storage places, and storage formats for certain specific records:

WHAT DOCUMENTS	HOW LONG KEPT	WHO'S THE KEEPER	STORAGE PLACE	HARD OR ELECTRONIC
Bidding papers	4 years after completion	MOD	MOD	either
Bids	4 years after completion	MOD	MOD	either
2 <sup>nd</sup> Copy	4 years after completion	MUTUAL	MUTUAL	either
Contracts with warranties	Warranty + 4 years	MOD	MOD	either
2 <sup>nd</sup> Copy	Warranty + 4 years	MUTUAL	MUTUAL	either
Contracts w/o warranties	4 years after completion	MOD	MOD	either
2 <sup>nd</sup> Copy	4 years	MUTUAL	MUTUAL	either
Reserve studies	permanent	MOD	MOD	either
2 <sup>nd</sup> Copy	3 years	Vendor	Vendor	electronic
Annual review of reserve studies	In minutes	MUTUAL	MUTUAL	hard
Legal opinions	permanent	MUTUAL	MUTUAL	either
2 <sup>nd</sup> Copy	permanent	Counsel	Counsel	either
Current building maintenance reports	1 year	MOD	MOD	either
Current landscape maintenance reports	1 year	MOD	MOD	either

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WHAT DOCUMENTS	HOW LONG KEPT	WHO'S THE KEEPER	STORAGE PLACE	HARD OR ELECTRONIC
Work orders - MOD *	4 years after completion	MOD	MOD	either
Work orders - contractors *	4 years after completion	MOD	MOD	either
Reserves work Plans	1 year	MOD	MOD	either
Reserves work done *	4 years after completion	MOD	MOD	either
Superseded rules	Permanent	MUTUAL	MUTUAL	either
2nd Copy	Permanent	MOD	MOD	either
Draft minutes	1 year	MUTUAL	MUTUAL	either
Final minutes	permanent	MUTUAL	MUTUAL	either
2nd Copy	permanent	MOD	MOD	either
Inspection reports Chimney *	permanent	MOD	MOD	either
Buildings *	permanent	MOD	MOD	either
Alterations at sale *	permanent	MOD	MOD	either
Crawl spaces *	permanent	MOD	MOD	either
Other dry rot and termites *	permanent	MOD	MOD	either
Alteration actions and reports *	permanent	MOD	MOD	either

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WHAT DOCUMENTS	HOW LONG KEPT	WHO'S THE KEEPER	STORAGE PLACE	HARD OR ELECTRONIC
Owner complaints and MUTUAL responses	5 years	MOD	MOD	either
2 <sup>nd</sup> Copy	5 years	MUTUAL	MUTUAL	either
MUTUAL complaints and owner responses	5 years to permanent	MOD	MOD	either
2 <sup>nd</sup> Copy	5 years to permanent	MUTUAL	MUTUAL	either
Monthly financial reports	6 years	MOD	MOD	either
Budget papers	permanent	MOD	MOD	either
Audit reports	permanent	MOD	MOD	either
Elections Announcement	5 years	MOD	MOD	either
Petitions	1 year after election	MUTUAL	MUTUAL	either
Mailing list	1 year	MOD	MOD	either
Secretary letter	5 years	MOD	MOD	either
2 <sup>nd</sup> Copy	5 years	MUTUAL	MUTUAL	either
General correspondence	5 years	MUTUAL	MUTUAL	either
2 <sup>nd</sup> Copy	5 years	MOD	MOD	either
Elections Ballots	1 year after election	MUTUAL	MUTUAL	Hard

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23.0.0 RECORD RETENTION

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<b>WHAT DOCUMENTS</b>	<b>HOW LONG KEPT</b>	<b>WHO'S THE KEEPER</b>	<b>STORAGE PLACE</b>	<b>HARD OR ELECTRONIC</b>
I E certificates	1 year after election	MUTUAL	MUTUAL	either
Publish. Results	1 year after election	GRF	GRF	either
Committee minutes (decisions)	permanent	MUTUAL	MUTUAL	either
2nd Copy	permanent	MOD	MOD	either

\* Signifies documents to be placed in unit or building file.

Where MOD is indicated as the custodian, MOD is responsible for second-copy security.

# WALNUT CREEK MUTUAL THIRTY-NINE (Mutual 39)

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#### 40.0.0 OCCUPANCY OF A MANOR

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Occupancy of a manor is regulated not only by Walnut Creek Mutual Thirty-Nine Board rules but also by the Civil Code, the Agreement Establishing Covenants, Conditions and Restrictions; Golden Rain Foundation bylaws; and Walnut Creek Mutual Thirty-Nine bylaws. These additional regulations are summarized below.

#### THE CIVIL CODE

Section 51.3 of the Civil Code provides that our rules may require one occupant person to be a qualifying resident and every other occupant to be a qualified permanent resident. A qualifying resident is a person 62 years of age or older, or 55 years of age or older in a senior citizen housing development. A qualified permanent resident is a person who was residing with the qualifying resident and who was 45 years of age or older, or a spouse, cohabitant, or person providing primary physical or economic support to the qualifying resident; or a disabled child or grandchild of the qualifying resident or qualified permanent resident.

Section 51.3 of the Civil Code also requires our rules to permit occupancy by permitted health care residents, and temporary residency by guests under the age of 55 years for periods of time not less than 60 days in any year.

#### THE AGREEMENT ESTABLISHING COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WALNUT CREEK MUTUAL THIRTY-NINE.

Part 8A of the Agreement establishing covenants, conditions, and restrictions for Walnut Creek Mutual Thirty-Nine provides that a person may reside in or occupy a manor if that person is:

(1) A natural person, for whom payment of membership fees and current dues, charges, and assessments of the Foundation are not delinquent and who comply with the By-Laws, Rules and Regulations of the Foundation as they now exist or from time to time are adopted, or

(2) A member of the immediate family of the person listed above, who may be permitted temporary occupancy by the Foundation under its rules and regulations as they now exist or are from time to time adopted.

#### GOLDEN RAIN FOUNDATION BYLAWS.

Under bylaws Article II Section I(d) a member of the Golden Rain Foundation is one or more natural persons residing in a single manor - one of whom must be at least 55 years of age. Under bylaws Article II Section I (e) a "designated occupant" is any person residing in a condominium Mutual who has been designated by the owner of the manor as an approved occupant, in accordance with the terms and conditions imposed by that Mutual and the Foundation.

#### WALNUT CREEK MUTUAL THIRTY-NINE

"To reside" means to live in a unit for 60 days or more in a calendar year. "Residence" and "resident" are interpreted accordingly.

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45:0.0 ASSESSMENTS DUE DATE, DELINQUENT PAYMENTS AND REFERRAL FOR  
COLLECTION Page 1 of 3

WALNUT CREEK MUTUAL THIRTY-NINE 2005-2006 DELINQUENT ASSESSMENT  
COLLECTION RULE

1. Regular assessments are due, in advance, on the first day of the month and delinquent if not received, in full, by the Mutual by 5:00 p.m. on the fifteenth day of the month. Special and special individual assessments are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received by the Mutual within fifteen (15) days after it is due. A late charge of 5 percent (5%) of the amount of the delinquent assessment shall be due on any such delinquent assessment.
2. The Mutual is entitled to recover reasonable costs of collecting delinquent assessments including but not limited to reasonable attorneys' fees, late charges, reasonable costs of collection, lien fees and costs and litigation guarantees.
3. At the option of the Mutual, interest shall be due on all such amounts, once due and unpaid for thirty (30) days, at the rate of ten percent (10%) per annum.
4. If any portion of any such assessment or late charge remains unpaid thirty (30) days after the original due date thereof, a demand letter will be prepared and sent to the record owner(s). If any portion of any such assessment or late charge remains unpaid sixty (60) days after the original due date thereof a "Letter of Intent" " which shall include all information required by Civil Code 5660 or comparable superseding statute to file a Notice of Delinquent Assessment ("lien") will be prepared and sent to the record owner(s).
5. The owner has the right to request a meeting with the board as provided in Civil Code Section 5665 to discuss a payment plan for the debt identified in the "Letter of Intent". The board shall meet with the owner within forty-five days of the date of the postmark of the request, so long as the request is made within fifteen days of the postmark of the "Letter of Intent" letter. If there is no regular meeting of the board scheduled within that time period, the board may designate a committee of one or more directors to meet with the owner.
6. All amounts specified in paragraphs 1 and 2 above, and all other assessments and related charges thereafter due to the Mutual, must be paid in full. If the Mutual decides to pursue foreclosure and sale of the unit to recover the amount owing, partial payments of such amount will not be accepted after a Notice of Default has been recorded, and the foreclosure proceeding will continue unless and until payment in full is received.



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45.0.0 ASSESSMENTS DUE DATE, DELINQUENT PAYMENTS AND REFERRAL FOR COLLECTION

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7. If all such amounts have not been received ninety (90) days after the original due date thereof, or thirty (30) days after the mailing of a "Notice of Intent to Lien", whichever is later, a Notice of Delinquent Assessment ("Lien") will be prepared and recorded after a resolution authorizing the recording of the lien has been adopted at a duly noticed open meeting of the Board as to the delinquent property and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amount.

8. If all such amounts have not been received, in full, within thirty (30) days after the recordation of such lien, the Mutual may, to the extent permitted by law, and without further advance notice, proceed to take any and all additional enforcement remedies as the Mutual, in its sole discretion, deems appropriate, including, without limitation non-judicial foreclosure of such lien, judicial foreclosure, or suit for money damages all at the expense of the property owner(s). Foreclosures of the recorded lien will take place only after a resolution has been adopted at an Executive session of the Board.

9. To the extent permitted by law, all payments received by the Mutual, regardless of the amount paid, will be directed to the oldest assessment balances first, until all assessment balances are paid, and then to late Charges, interest, and costs of collection, unless otherwise specified by written agreement.

10. Any check returned by the bank, and any automatic payment withheld by a bank, for insufficient funds, stop payment, or any other reason will be charged back to the unit and a \$25.00 administrative fee plus any bank fees will be assessed to the account. If the account has been turned over to the Mutual's agent for collection and a check is returned the account will be assessed bank fees plus whatever reasonable administrative fee the agent charges.

11. All above-referenced notices will be mailed to the record owner(s) at the last mailing address provided in writing to the Mutual by such owner(s).

12. The owner shall have the right to dispute the assessment debt by submitting a written request for dispute resolution to the Mutual pursuant to the Mutual's informal "meet and confer" program. The owner shall also have the right to request alternative dispute resolution (mediation or arbitration) with a neutral third party pursuant to Civil Code Section 5925 *et seq.* before the Mutual may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Mutual intends to initiate a judicial foreclosure. The owner shall be required to pay one-half of the fees of any mediator or arbitrator used for this purpose.

13. The Board of Directors may waive any part of this rule on a case-by-case basis, except to the extent the procedures described above are required by California law.

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ATTACHMENT 1  
COLLECTIONS PROCESS Regular (Coupon) and Special Assessments (per Appendix A para. 45.3.0)

	Day 0	Day 15	Day 30	Day 60	Day 90	Day 120	Day 150
Invoice is Sent	1 <sup>st</sup> Day of Month Debt Is Due	Debt Is Declared Delinquent	Demand letter Is Sent	Letter of Intent to File Lien Is Sent	Notice of Delinquency Is Sent & Lien Is Recorded	Board May Pursue Additional Remedies ~Small Claims Or Superior Court)	Board May Pursue Additional Remedies (Small Claims Or Superior Court)
		late Charge of 5% Is Imposed	Interest of 10% Per Annum Is Imposed	Board authorizes lien		Board Authorizes Referral of Debt To the Court	Small Claims filed by M39 Administrator Superior Court filing by Legal Firm
Responsibility >>>	Assistant Controller	Assistant Controller	Assistant Controller	Collection Agency	Collection Agency	Director M39 Board	M39 Administrator or legal Firm

Owner Billable - PROPOSED (Modelled on Appendix A para. 45.3.0)

Event Occurs	Owner Signs Work Order	Work Is Completed By MOD	Invoice Is Sent (Owner Billable Confirmation letter and Invoice)	In Day of Month Debt Is Due	Day 0	Day 15	Day 30	Day 90	Day 120	Day 270
	Other Affected Owners Are Notified		See item 3 below for processing details	MOD Supports Owner in Filing Insurance Claim	Demand letter Is Sent	Debt Is Declared Delinquent	Late Charge of 5% Is Imposed	Board Authorizes Referral of Debt To The Court	Interest of 10% Per Annum Is Imposed	Board May Pursue Additional Remedies (Small Claims Or Superior Court)
Responsibility >>>	MOD/ Owner	MOD	Assistant; Controller	MOD	Assistant Controller	Assistant Controller	Assistant Controller	Assistant Controller	Assistant Controller	M39 Administrator or Legal Firm

# WALNUT CREEK MUTUAL THIRTY-NINE (Mutual 39)

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#### 49.0.0 INSPECTIONS

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Sellers of manors and Walnut Creek Mutual Thirty-Nine (Mutual 39) each have responsibilities to correct problems or defects that may be discovered in an inspection at the time of resale.

Manor owners are responsible for maintaining the interior of their manors as defined in the CC&Rs and in the Mutual rules.

Mutual 39 is responsible for maintaining and repairing all common areas, as defined in Rule 0.3.0, Part II D. The costs of all such maintenance and repair work are borne by the Mutual.

If a present or previous owner of the manor has made permitted alterations, such as enclosing a balcony or finishing a loft area, the owner has agreed to maintain such alterations as a condition for the issuance of an alteration permit.

If a present or previous owner has made an alteration without permission from Mutual 39, the alteration must be removed unless the owner obtains and complies with the conditions of a Mutual 39 permit for the alteration.

A new buyer accepts responsibility for the maintenance of building alterations. Simply put, the current owner has responsibility for maintaining all alterations to the original structure.

Buyers and sellers may initiate building inspections at the time of resale. Such inspections may include areas that are the responsibility of the owner of the manor, i.e., interior of the manor and owner alterations. Other inspections may include areas that are not only the responsibility of the owners but also areas that are the responsibility of Mutual 39. If such an inspection reveals problems that are Mutual 39's responsibility, those problems will be corrected in accordance with established rules.

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62.0.0 ALTERATIONS -Owner requested REMOVAL OR TRIMMING OF TREES Page 1 of 1

WALNUT CREEK MUTUAL THIRTY-NINE TREE REMOVAL OR TRIMMING REQUEST

Applicant please fill in Section A, then forward the form to the Landscape Supervisor, Walnut Creek Mutual Thirty-Nine, at the Mutual Operations Division, at 800 Rockview Drive, Rossmoor

A.

Date of Request \_\_\_\_\_

Name of applicant \_\_\_\_\_

Name of Owner, if not applicant \_\_\_\_\_

Tree location \_\_\_\_\_

Request is for  Removal  Trimming

Reason for request

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner signature \_\_\_\_\_

B. Landscape Supervisor action \_\_\_\_\_

C. Neighbors opinions

Address \_\_\_\_\_ Signature \_\_\_\_\_  Approve  
 Disapprove

Address \_\_\_\_\_ Signature \_\_\_\_\_  Approve  
 Disapprove

Address \_\_\_\_\_ Signature \_\_\_\_\_  Approve  
 Disapprove

Address \_\_\_\_\_ Signature \_\_\_\_\_  Approve  
 Disapprove

D. Landscape Representative recommendation \_\_\_\_\_

E. President's action \_\_\_\_\_

Neighbors, Landscape Representative, and Mutual 39 President please sign and date your entries. Please state any reason for disapproval on the reverse side. Also use the reverse side for any additional neighbor opinions.

# WALNUT CREEK MUTUAL THIRTY-NINE (Mutual 39)

## APPENDIX A

### Supplementary Information

#### 91.0.0 WORK SITE RULES FOR CONTRACTORS

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The following rules apply to contractors, including self-employed contractors, and other service providers working in Walnut Creek Mutual Thirty-Nine Projects. Any Owner who intends to hire a contractor or friend or relative for work in the manor must make the person aware of these rules before the person submits an estimate for a job.

#### A. CONTRACTOR REQUIREMENTS

1. Contractors hired to perform work for a Mutual Corporation or GRF: refrain from discussing your work with the residents or others. You must take your directions only from the individual(s) who hired you for the work. If a resident wants to discuss your scope of work, findings, or other matters related to the project, direct the resident to the Contract Administrator who hired you.
2. Contractors and their employees must wear clothing identifying the contracting firm or wear an identification badge while on the job.
3. Golden Rain Foundation and Walnut Creek Mutual Thirty-Nine facilities such as lunchrooms and toilets are not available to contractors.
4. Contractors working in the common area of a Project must have proof of the following on file with Golden Rain Foundation's Mutual Operations Division:
  - a. Current Walnut Creek business license.
  - b. Current California contractors license with expiration date.
  - c. Current personal liability insurance in amounts appropriate to the type and scope of the work.

Note: A list of contractors who have already filed the necessary documents to do additions and alterations in Walnut Creek Mutual Thirty-Nine is available from the Mutual Operations Division. The list is not a recommendation and the contractors are neither affiliated with, nor endorsed by, Walnut Creek Mutual Thirty-Nine or the Mutual Operations Division.

#### B. CONTRACTOR DUTIES AND LIABILITIES

1. Contractors are responsible for compliance with all environmental rules and requirements, especially those pertaining to generation, removal, or dumping of hazardous waste.
2. Contractors shall report any defective conditions they find to the Mutual Operations Division. Safety concerns must be reported immediately.
3. Contractors will take care not to crush or destroy any plants or lawn when laying tarps or equipment directly on any landscaped areas.

WALNUT CREEK MUTUAL THIRTY-NINE (Mutual 39)

APPENDIX A

Supplementary Information

91.0.0 WORK SITE RULES FOR CONTRACTORS Page 2 of 3

C. NOISE CONTROL

1. Contractors shall notify all affected residents about the work schedule at least weekly and what impact the work might have, particularly vibrations that shake ceilings, walls, and air space of adjacent manors.
2. Contractors may not operate radios or other sound equipment that will be audible outdoors or in adjacent manors.

D. Interruption of utilities.

1. Contractors may not interrupt building utilities without notifying the Mutual Operations Division and residents of all affected manors in advance.
2. The contractors shall notify Golden Rain Foundation's Public Safety Department if notice cannot be given because the residents cannot be contacted.

E. WORKING HOURS

Except in emergencies, the standard and expanded permitted hours of work are:

	Standard	Expanded *
Monday - Friday	8:00 AM - 4:30 PM	7:30 AM - 5:00 PM
Saturday **	9:00 AM - 4:30 PM	8:30 AM - 5:00 PM
Sunday, Holidays	No Construction	No Construction

\*Contracts and change orders may specify expanded hours when deemed necessary by MOD and the Mutual 39 President for .

\*\*Saturday work under City of Walnut Creek permit requires a special permit from the City.

F. PARKING

1. Contractors and their employees may not park personal vehicles in entry visitor spaces.
2. Contractors and their employees must not park vehicles and equipment in Rossmoor overnight.
3. Vehicles and equipment must not be parked in a red curb area or other restricted parking area, or so as to block access to a carport, garage, laundry room, dumpster enclosure, or sidewalk.
4. Contractors and their employees should be aware that Rossmoor's named streets are subject to all city and state vehicle regulations.

G. STORAGE OF PROPERTY

1. Contractors' equipment and materials may not be stored in carports overnight.
2. Contractors' waste may not be stored in residents' dumpsters pending disposal.
3. Contractors' equipment and materials may not be stored so as to block walkways and stairways.

WALNUT CREEK MUTUAL THIRTY-NINE (Mutual 39)

APPENDIX A

Supplementary Information

91.0.0 WORK SITE RULES FOR CONTRACTORS

Page 3 of 3

H. CLEANUP

1. Contractors are responsible to ensure the jobsite is cleaned up and safe at the end of each working day. Loose nails and other fasteners lying outdoors shall be picked up daily.
2. Contractors may not wash trucks or equipment in Rossmoor.
3. Contractors may not use Project dumpsters.
4. Under no circumstances shall contractors dump hazardous materials, oil, batteries, paint, etc. in the dumpsters or anywhere else in Rossmoor.
5. Contractors may not scavenge inside the dumpsters.