



ROSSMOOR
TM WALNUT CREEK

Fourth Walnut Creek Mutual

March 28, 2024

NOTICE OF PROPOSED RULES GOLF CART POLICY

Overview

Pursuant to Civil Code Section 4360(a), please take notice that the Board will be voting on the issue of adopting a Golf Cart Policy at its next Board meeting scheduled for **May 20, 2024, at 1:30 p.m. in the Board Room / Gateway**. The Board of Directors is required to give Mutual members twenty-eight (28) days' notice of proposed policies and rules they are considering so that members may review the content and offer comments and opinions. Although any comments and opinions from the members will be heard and considered, only the Board of Directors will vote.

Purpose & Effect

In general, the proposed Golf Cart Policy has the purpose and effect of establishing rules and guidelines governing the use and operation of golf carts at the Mutual, including provision of electricity to golf carts and the responsibility for the cost of charging golf carts. You can and should review the enclosed document for its substantive details.

Instructions Regarding Comments

Members may submit comments regarding the proposed Golf Cart Policy to the Mutual's Board of Directors by **May 20, 2024** to the Mutual Board Office or by email to lschoeffner@rossmoor.com. You may also attend the Board meeting on **May 20, 2024**, and direct comments regarding the proposed policy to the Board at the meeting. At this meeting, the Board will decide on the adoption of the Golf Cart Policy after consideration of any comments made by members of the Mutual.

Fourth Walnut Creek Mutual

Policy and Electricity Purchase Agreement Regarding Golf Cart Charging at Fourth Walnut Creek Mutual

1. Introduction.

This Policy and Electricity Purchase Agreement pertains to golf cart charging at the Mutual (“Mutual” or “4WCM”). Note that golf carts cannot leave Rossmoor and the only place that they can be charged in the Mutual is in the carport where they are parked. Golf cart charging is not currently covered in the 4WCM Policies and until a comprehensive Electric Vehicle Charging Station Policy (“EVCS Policy”) is adopted, golf cart owners will need a Power Purchase Agreement (“PPA”) to be able to charge without violating the CC&Rs. The CC&Rs prohibit the use of Mutual electricity to charge any electric vehicle and it is the intent of this Policy to provide a mechanism whereby golf cart owners can purchase electricity and thereby charge their golf carts at the Mutual without violating the CC&Rs.

2. Application.

Pursuant to California Vehicle Code §345, “Golf Cart” is defined as “a motor vehicle having not less than three wheels in contact with the ground, having an unladen weight less than 1,300 pounds, which is designed to be and is operated at not more than 15 miles per hour and designed to carry golf equipment and not more than two persons, including the driver.” This Policy only applies to Golf Carts. Because they require less power than most other electric vehicles and must be charged within Rossmoor, a fixed fee will be used to simplify billing. Golf Carts must be registered with GRF and have a clearly readable Rossmoor sticker.

3. Electricity Charges:

- a. A setup charge of \$50 is required.
- b. Each Golf Cart owner will pay a fee of \$75 per quarter.

4. Approval

Members who want to use the Mutual’s electricity to charge their Golf Cart must complete the Agreement attached to this Memo, sign it, and return it to: Fourth Walnut Creek Mutual, 1001 Golden Rain Road, Walnut Creek CA 94595. When approved, the owner will receive a copy of the Agreement and must return a copy to Shari McDaniels, as instructed, enclosing the required payment of \$125 (\$50 setup charge plus one quarter \$75 fee).

**FOURTH WALNUT CREEK MUTUAL
POWER PURCHASE AGREEMENT FOR GOLF CART CHARGING**

CARPORT SPACE _____ FILE# _____

(Leave carport number and file # blank)

BLDG ADDRESS/UNIT/ENTRY _____

MAKE/YEAR _____

CHARGER/AMPS _____

GOLF CART REGISTRATION # _____ COLOR _____

EMAIL ADDRESS _____

The Undersigned applicant (APPLICANT) is a Member or Designated Occupant of Fourth Walnut Creek Mutual (4WCM) and hereby applies to purchase 4WCM's electricity to charge a single GRF-registered Golf Cart and agrees as follows:

1. This Agreement applies to a single Golf Cart, as specified above. This Agreement does not entitle anyone the right to use Mutual electricity for any other purpose.
2. The charging fee will be \$75 per quarter. 4WCM will notify you at least 30 days in advance of any changes.
3. This Agreement can be terminated by either party with a 30-day notice.
4. 4WCM can provide official notifications to APPLICANT by email.
5. The APPLICANT will send notifications to 4WCM through its Mutual Secretary as listed in Rossmoor.com or 4wcm.com.
6. APPLICANT agrees to indemnify, defend, and hold harmless 4WCM, its members, agents, directors, managers, officers, and attorneys and further agrees, without limitation, to pay all costs, associated with or in connection with use of Rossmoor electricity to charge a Golf Cart.
7. Golf Cart charging must be limited to 8 amps at 120 volts unless an exception is approved by the 4WCM Board.
8. Violation or breach of this Agreement may result in rescission of this Agreement, fines and/or other discipline imposed in accordance with the Governing Documents of the Mutual

IN WITNESS THEREOF, APPLICANT and 4WCM have caused this Agreement to be executed and signed as follows:

APPLICANT Print name Signature Date

4WCM: Title Signature Date